



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

**MONDAY, NOVEMBER 18, 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 for Small Business Saturday, November 30, 2024

7-B. Mayor Gregory will recommend the reappointment of Lynn Clapp to serve a 2-year term on the Human Relations Commission

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes November 4, 2024

9. CLAIMS, PAYROLL AND DISBURSEMENTS

- 9-A. Motion to approve claims and disbursements in the amount of **\$2,004,590.34** payroll in the amount of **\$1,000,830.11**

10. REPORTS

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

11-A. MOTIONS FROM ADMINISTRATION

- 11-A(1). Motion to approve the Committees & Commissions Calendar for 2025

11-B. MOTIONS FROM ORDINANCE & LEGAL REVIEW

- 11-B(1). Motion to approve an Ordinance prohibiting the use of groundwater as a potable water supply as noted in the “Groundwater Limitation Area”
- 11-B(2). Motion to approve amending Ordinance Title XI (Business Regulations), Chapter 116 (Vehicle Related Businesses), by adding Pedal Buses (Sections 116.50 through 116.056)
- 11-B(3). Motion to approve amending Ordinance Title IX (General Regulations), Chapter 91 (Cemeteries) by adding Mt. Hope Cemetery and adjusting fees accordingly

11-C. MOTIONS FROM FINANCE

- 11-C(1). Motion to approve Worker’s Compensation and Property/Liability Insurance Renewal with ICRMT, as recommended by our broker
- 11-C(2). Motion to approve by ratification a one-year contract renewal with AT&T for certain City phone (POTS) lines

- 11-C(3). Motion to approve entering into an agreement with Ampion for 10% utility credit savings generated through community solar array program, as recommended by our consultant Good Energy

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

- 11-D(1). Motion to approve the Bellevue Plaza Tax Increment Financing Redevelopment Plan and Redevelopment Project
- 11-D(2). Motion to approve Designating the Bellevue Tax Increment Financing Redevelopment project area
- 11-D(3). Motion to approve adopting Tax Increment Financing (Bellevue Plaza)
- 11-D(4). Motion to approve a Development Agreement with Indus 365 Belleville LLC (Mystic Greenz) for the acquisition and improvements to the property located at 360 South Greenmount Rd

11-E. MOTION FROM **PLANNING COMMISSION**

- 11-E(1). **Regions Bank – R. Mark Naylor (Agent):** Site Plan approval for the construction of an approximate 3,700 square foot commercial bank branch building, with 33 on-site parking spaces and 3 drive thru lanes that is located on an approximate 1.15-acre vacant lot that houses predominately non utilized parking spaces. The lot is located within a “C-2” Heavy Commercial District (Parcel # 08-07.0-420-024) Ward 8. *The Planning Commission recommended Approval subject to documented recommendations and administrative approvals, with a vote of 7-0*

12. COMMUNICATIONS

13. PETITIONS

14. RESOLUTIONS

15. ORDINANCES

15-A. ORDINANCE 9325-2024

A ZONING ORDINANCE IN RE CASE #52-OCT24-Thomas Davis

15-B. ORDINANCE 9326-2024

A ZONING ORDINANCE IN RE CASE #54-OCT24-Chris Brinley

15-C. ORDINANCE 9341-2024

A ZONING ORDINANCE IN RE CASE #53-OCT24 – Chris Brinley

15-D. ORDINANCE 9342-2024

An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Drilling of Potable Water Supply Wells or by Any Other Method

15-E. ORDINANCE 9343-2024

An Ordinance Approving the Bellevue Plaza Tax Increment Financing Redevelopment Plan and Redevelopment Project

15-F. ORDINANCE 9344-2024

An Ordinance Designating the Bellevue Plaza Tax Increment Financing Redevelopment Project Area

15-G. ORDINANCE 9345-2024

An Ordinance Adopting Tax Increment Finance (Bellevue Plaza)

15-H. ORDINANCE 9346-2024

An Ordinance Amending Title XI (Business Regulations), Chapter 116 (Vehicle Related Businesses), by Adding Pedal Buses (Sections 116.50 through 116.056) of the Revised Code of Ordinances of the City of Belleville, as Amended

15-I. **ORDINANCE 9347-2024**

An Ordinance Amending Title IX (General Regulations), Chapter 91 (Cemeteries), Section 91.01 (Municipal Cemetery), Section 91.15 (Superintendent of Cemeteries), Section 91.18 (Duties), Section 91.19 (Graves), Section 91.31 (Care of Lots), Section 91.32 (Cemetery Fees), Section 91.33 (Foundation Charges), Section 91.45 (Improvements in Walnut Hill Cemetery), Section 91.46 (Shooting and Trespassing), Section 91.47 (Malicious Mischief), Section 91.48 (Obstructing Streets), Section 91.49 (Work for Hire Prohibited), Section 91.50 (Closing of Cemetery), Section 91.52 (One Body Per Grave), of the Revised Code of Ordinances of the City of Belleville, as Amended

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$51,598.43**

18. EXECUTIVE SESSION

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

18-B. Possible motion to approve Worker's Compensation Settlements

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

PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

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

Proclamation

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

Whereas, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States. Small businesses represent 99.7% of firms with paid employees. Small businesses are responsible for 61.1% of net new jobs created since 1995 and small businesses employ 45.9% of the employees in the private sector in the United States; and

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

Whereas, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

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

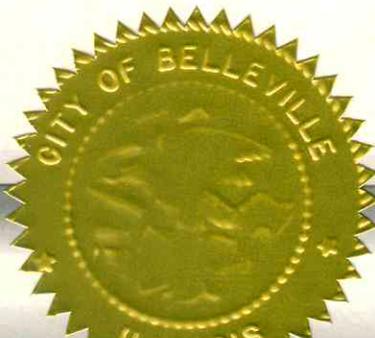
Whereas, advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday.

*NOW THEREFORE I, Patty Gregory, Mayor of the City of Belleville, do hereby proclaim November 30, 2024, as **Small Business Saturday** in Belleville, and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the City of Belleville to be affixed this 18th day of November, in the year of our Lord two thousand and twenty-four.

Pride in the Past . . . Promise for the Future

Patty Gregory
Patty Gregory, Mayor
Dated this 18th day of November, 2024



**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
Monday, November 4, 2024 – 7:00 PM**

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

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

ROLL CALL DEPARTMENT HEADS

City Clerk Gain Meyer called roll of Department Heads: City Attorney, Garrett Hoerner; City Treasurer, Sarah Biermann; Police Chief, Matt Eiskant; Fire Chief, Stephanie Mills; Finance Director, Jamie Maitret; Director of Public Works, Jason Poole; 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.

Excused: Director of Wastewater, Randy Smith.

PLEDGE

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Raffi Ovian: I want to speak out against when you come to the meeting and talk and it isn't on the agenda. As far as I'm concerned if it is race baiting you need to carry your ass out of here.

Mayor Gregory: Let's keep it no cursing.

Raffi Ovian: You keep your gluteus maximus out of here but saying that we need to go ahead and make sure we keep everything set up where we are addressing issues that are pertinent to the City of Belleville. I'm going to give you something right now that the BND is not following up on even though I talked to them. I keep bringing up the issue of that broken concrete down at 157 and West Main Street. That issue there affects Johnnie Anthony's property at 10519 because it is basically involved with sanitary sewer issues. Water was running out of it leaking going down on to West Main Street. You could smell it as you are driving West Main. Johnnie couldn't get anything done and I couldn't Matt Missey, City Engineer, to do anything with that open concrete. Because it's going to affect Family Dollar, it's going to affect his property as well. What the BND ought to look at and we as a City should go after. The City of East St Louis got \$30million in COVID funds and they are sitting on it. They got grant money and they are sitting on it. They could do repairs to the property before something catastrophic happens. Because Family Dollar is sitting in a very bad situation. They may be sitting on top of the sanitary sewer lines. The BND is not

looking at this and they should take a point and go after it and go after the City of East St Louis before something serious happens. Thank you.

Kenneth Weiland: 11024 Reichmann Lane. I'm here this evening on behalf of Chris Brinley and to hope the Alderpersons here allow him to have an accessory building over 150 square feet for a limited time. His business has grown significantly over the time it has been there. I've owned the property for approximately 16 to 18 years and that's the nicest storage that anyone has put there. I also want to talk about the other case to allow accessory and temporary storage of vehicles. This auto repair shop has an ebb and flow of vehicles. Sometimes there are more vehicles than the ordinance allows and sometimes there's less. It's not common to have 20 or 30 vehicles on that site. For a few vehicles, from what I've seen, it only happens once or twice a week, but it varies. Chris is here before you so that he doesn't go out of variance, and he's worked with the City in the past on the sign and improved the lot. Thank you.

Thomas Davis: I live at 3543 Sidney in St Louis. I'm here specifically about a house that I own at 3713 West Main. I just wanted to give a couple things about us and that property that you will be talking about whether or not that should be used as a Short-Term Rental property. I just want to say some things about us before you guys do that. First, we've been a host for 3 years. We have a 4.8 overall rating amongst all of our customers. In Belleville we have a 5.9 rating with all of our customers with comments such as responsive and attentive hosts, great accommodation, top notch, location was perfect my family lives in area, great place to come visit. To make it a little more logistically impactful, last year our Airbnb contributed \$14,000.00 in tax to City of St. Louis. We would anticipate in Belleville a 70% occupancy rate bringing that hotel lodging tax to about \$2700.00 per year. Bringing our individual income tax and licensing fees into that we would anticipate \$6300.00 annually from that to the City of Belleville just in tax revenue and licensing. In addition to that there would also be a job, very very part-time, 165 hours for the year, but it would offer someone the chance to earn about \$6000.00 in the year to be responsible for cleaning up that property.

Gary Johnston: 823 North 10th Street, Breeze, Illinois. I own the building at 2331 Old Collinsville Road which is neighboring where they are trying to get the variances. I've been in business for over 30 years and owned the property for over 25 years and I've always followed your rules. I don't think I've ever had a complaint. I've never had a citation. This building is actually set up for a quick lube where you pull in, get your oil changed and leave. It's not set up for extended periods of time for cars to sit there because he doesn't have the space. He doesn't have the drive around space that the zoning requires. He doesn't have the parking that the zoning requires. He's blocked my entry for my commercial building, I have three slots, with trash trucks, tire trucks, tow trucks, literally with cars cause they don't fit on his lot, so they block mine. I have pictures of all of it. I've talked to the gentleman about it six times, but nothing has really been done. The owner is correct, he rented to small of a space for his business. Now they just want to keep throwing cars in the grass and add storage containers, I guess. That's really my concern. Mr. Patel couldn't be here, the neighbor on the other side, he's in Chicago, but at the Zoning meeting he gave his concerns also.

Chris Brinley: 2339 Old Collinsville Road. I'm the owner of the auto repair center down there. We have expanded greatly, and we are trying to do it the right way. Obviously, we're not here to block other people's property or anything like that. Has that happened where a tow truck has pulled onto his driveway, yes. Have they stayed on his property or inconvenienced him; I don't feel like that is the case. Obviously, we are not trying to do that. We have plenty of room around the property and another half-acre that is in back of the property. We just want to find that happy medium where we can expand and grow our business. Obviously, we are new. As far as the container goes the word permanent keeps getting thrown out. It's not a permanent container. It is a temporary container to house tires and things like that as a temporary spot to comply with the EPA and things like that. Hopefully in the future we plan on adding more space

in the back in a building that would be a permanent solid foundation with another garage building or something like that. It's not like we don't have the space. As far as the 10 cars that we are asking for, it is a partial time where cars need more time to get parts or something like that. It's not an everyday occurrence that we are constantly parking 20 cars on the lot that will sit there for months on end. We are not a junk yard. We don't want to be a junk yard. If we treat the property like a junk yard we want to be fined. That's not what we are asking. We want to comply with the City.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Gregory read a proclamation recognizing "National Apprenticeship Week."

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

APPROVAL OF MINUTES

Aldersperson Elmore made a motion second by Aldersperson Ferguson to approve the City Council Meeting Minutes of October 21, 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 **\$2,146,106.72** and payroll in the amount of **\$1,021,442.52**.

Members voting aye on roll call: Whitaker, Schneider, Duco, Eros, Randle, Ferguson, Anthony, Ovia, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff. (16)

Motion carries.

REPORTS

Aldersperson Rothweiler made a motion second by Aldersperson Schaefer to approve the Treasurer's Report – September 2024 and Statement of Cash and Investments Report – September 2024.

All members voted aye.

Motion Carries.

Aldersperson Whitaker made a motion second by Aldersperson Schaefer to approve the City Attorney's report dated November 1, 2024.

All members voted aye.

Motion carries.

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

BOARD OF FIRE & POLICE COMMISSIONERS

Motion to approve the hiring of Anthony Dauphin and Justin Schobert as Probationary Firefighters effective Monday, November 4, 2024 at 12:01am

Aldersperson Anthony made a motion second by Aldersperson Schaefer to approve the motions as read.

Motion carries.

STREETS & GRADES

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

Motion to approve a contract with Stutz Excavating, Inc., lowest responsible bidder, in the amount of \$179,123.50.00 for Bicentennial Park Spillway Enhancements (TIF 16/DCEO Funds)

Motion to approve a contract with Gonzalez Companies, LLC. in the amount of \$18,900.00 to provide Construction Inspection Professional Services for Dewey Detention Pond Improvements (TIF 12 Funds)

Members voting aye on roll call: Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider. (16)

Motion carries.

ZONING BOARD OF APPEALS

51-OCT24 – BELLEVILLE STEIN HAUS – JOSEPH RUDER: Request for a Special Use Permit to establish and operate an “Restaurant/Bar with outdoor seating/dining” at 805 South Illinois Street (08-28.0-239-028/030) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 5. *Zoning Board of Appeals recommended APPROVAL with a vote of 5-0*

55-OCT24 – BELLEVILLE STEIN HAUS – JOSEPH RUDER: Request for a Special Use Permit for a “Class B Liquor License” at 805 South Illinois Street (08-28.0-239-028/030) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 5. *Zoning Board of Appeals recommended APPROVAL with a vote of 5-0*

41-SEP23 LEONARD TYLER: Request for a Special Use Permit expand upon the indoor storage use at 814-818 East Washington Street (08-22.0-348-076/077/078) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 7. *Zoning Board of Appeals recommended APPROVAL with a vote of 5-0*

42-SEP23 LEONARD TYLER: Request for a Special Use Permit to construct a metal building exceeding 150 square feet at 818 East Washington Street (08-22.0-348-077/078) located in a “C-2” Heavy

Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 7. *Zoning Board of Appeals recommended APPROVAL with a vote of 5-0*

Alderson Eros made a motion second by Alderson Schaefer to approve the requests as presented.

All members voted aye.

Motion carries.

52-OCT24 – THOMAS DAVIS: Request for a Special Use Permit to operate a “Short-Term Rental” at 3713 West Main Street (08-17.0-118-074) located in a “C-1” Light Commercial District. (Applicable sections of the City and Zoning Code: 34.043, 154.15, 154.46, 154.49, 162.233, 162.515) Ward 3. *Zoning Board of Appeals is forwarding this with NO RECOMMENDATION with a vote of 3-2*

Alderson Randle made a motion second by Alderson Schneider to deny.

Alderson Eros: Can I ask why you are recommending to deny?

Alderson Randle: Absolutely. On or around August 9, 2024, I was notified that 3713 West Main was being used as a Short-Term Rental. I contacted Economic Development after locating the listing on AirBnB. I provided the information I had found to Economic Development. On August 16, 2024, I was copied on an email to the Director of Economic Development, City Treasurer, Belleville Police Department, Asst City Attorney and Ward 3 Alderson Scott Ferguson subject matter the zoning code violation of property at 3713 West Main Street. A follow-up email was sent the same day to include the City Clerk and office personnel of the City Clerk’s office. On August 19, 2024 I was copied on another email stating the problem occurred with mail to be sent out on August 16th and subsequent notice was sent on August 19th delivered by Certified Mail to the owner of 3713 to cease renting and provided guidance on applying for Short-Term Rental with Zoning. Subsequent email on September 4, 2024 advised the owner went to the Economic Development and Zoning Office to submit application for Short-Term Rental and stated he had removed the house from AirBnB website, and he was being fully compliant with staff’s requests. On October 3rd, I received a call from a neighbor who advised someone was staying at the property with temporary Georgia plates. I emailed Economic Development to ask if we were allowing the owner to continue operating as an AirBnB. I received a response from the Director of Economic Development on October 3rd the substance of that had to do with the process the applicant had to go through and if it was denied by the City Council on November 4th then they would enforce the Ordinance. If it was approved by the City Council on November 4th, then they would make sure they had all the licensing, business occupancy and everything they need to be compliant. It struck me as kind of odd that I would need to wait for enforcement to take place for violations already occurring. At the October 24, 2024 Zoning Board of Appeals meeting, the resident next door plead his case for denying the applicants request for a Short-Term Rental. He testified about this rental from April through October and stated he had documentation, including vandalism to his property. Subsequent questions from the Board revealed inconsistencies between the application submitted and the testimony of the owner as to the number of minimum days per stay. There is also a loophole in our Ordinance regarding Short-Term Rental maximum stay which would allow the renter to re-up the contract for an additional 28 days; thereby skirting around what would be qualified as long-term rental requiring the property to be inspected, registered with Crime-Free Housing, as well as obtain an Occupancy Permit. I believe we have a responsibility to neighbors and fellow residents to ensure that we have a proper handle on Short-Term Rentals. That we are one, able to account for all properties currently being used as Short-Term Rentals. That’s not being done. That we identify those that are not and enforce our ordinances. The process includes input from all departments

that have a stake in the implementation; including follow-through. Economic Development, City Clerk, City Treasurer, Housing and Code Enforcement should all be at the table to design a plan that works for all. That is why I am asking City Council to deny this request.

Members voting aye on roll call: Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider, Duco. (16)

Motion to deny carries.

53-OCT24 – CHRIS BRINLEY: Request for a Special Use Permit to construct an accessory metal building exceeding 150 square feet at 2339 Old Collinsville Road (08-14.0-105-029) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 1. *Zoning Board of Appeals recommended DENIAL with a vote of 4-1*

Aldersperson Whitaker made a motion second by Aldersperson Schneider to deny.

Aldersperson Eros: I have a question. Is there any gray area, middle ground that could be talked about for these in terms of delineating in the agreement how long, listening to the owner, Mr. Brinley speak, it sounds like a temporary issue to have space to build, and they don’t necessarily have the finances to build at this point, so this is a band-aid approach. Which I can understand, but I also understand his neighbors’ appeal as well. I just wonder if there is a way to say you can do this, but you have this long and after this point they have to be removed, and you should have figured out something else more permanent

Director of Economic Development Cross: I am assuming that’s directed to me at this point. Those were items that were discussed during the Zoning Board meeting. There were various things that came out during the testimony. There was discussion on how many cars were there, what’s the average length of time the cars were there. There was discussion on why it is not on an improved surface. In other words, these vehicles are actually on the grass and the code requires them to be on an improved surface. There was discussion about screening. How do you screen them in? Then there was discussion that this isn’t a junk yard and I understand the applicant indicated tonight during his Public Participation that is not his intent. I’m not saying that is his intent, but by the letter of the Code, the way the Code is written, and this isn’t the first case where we’ve made that decision, a lot of times you will see it with towing companies. In a C-2 District towing companies are permitted by right, but it doesn’t allow for the outdoor storage. When it was originally written it was written in the day when I had my own tow truck, I picked up the vehicle and took it to some sort of salvage yard or somewhere else. The way the Code is currently written when you have three or more unoperational vehicles within a certain 24-hour time period you fall under the definition of a junk yard. That’s what that becomes per the letter of our Code. So, the short answer to your question was that there was discussion about that. In fact, one of the recommendations was that there be no more than 10 cars. We talked about do we screen it in, or do we even need to require as a condition of approval that it is screened in because the Ordinance requires that and technically the way the Ordinance is written in terms of landscaping. Landscaping in our Code is not a beautification Ordinance. It’s a separation of uses type of ordinance. In other words, it’s meant to separate a commercial operation from a less intense residential zoning. Hence; you put up the fence and buffering and it kind of mitigates the negative impact on the neighboring residential property. There was discussion about that, but I think what came out of that was that they could not meet that. I think that’s why it came to that vote of 3-2 which came to you as no recommendation from the Zoning Board.

Members voting aye on roll call: Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider, Duco, Eros. (16)

Motion to deny carries.

54-OCT24 – CHRIS BRINLEY: Request for a Use Variance to allow for accessory temporary outdoor storage of vehicles on an unimproved lot at 2339 Old Collinsville Road (08-14.0-105-029) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.247, 162.570) Ward 1. *Zoning Board of Appeals is forwarding this with NO RECOMMENDATION with a vote of 3-2*

Aldersperson Whitaker made a motion second by Aldersperson Schneider to deny.

Aldersperson Schneider: Do we have an Ordinance that if you are working on a car that is left sitting out of one of the bays, sitting up on jacks, like all weekend long, is that allowed?

Director of Economic Development Cross: Well, so I don’t know if there is a specific section in the Code that calls that out and says if that’s permitted or not permitted by right. Now that said, that’s the whole purpose of requiring Special Use Permits for exterior accessory operations for working on a car outside the garage. The purpose of that is to allow everyone input to figure out the best way to mitigate that issue of that exterior operation going on. So, the short answer is no there really isn’t, however; the other thing that does come out is that there could be other provisions of the Code in terms of safety issues. I would suspect in the terms of the business owner, as well as the City and his insuring agent and property owner wouldn’t want any type of liability risk of an outdoor operation that is unmonitored during the weekend. I mean who is to say someone won’t come and pull that wheel off. I don’t know if that would happen but it’s a policing and monitoring issue. The short answer is no, there is not anything specific in the Code that says you can’t do that specific operation in the Code.

Aldersperson Schneider: My next thing is, I don’t know if I should have asked it on this one or the last one, we do have an Ordinance that if they have three violations on their dumpster they have to be enclosed and any new dumpsters coming in they aren’t grandfathered in where it doesn’t have to be enclosed with a fence, sit on a concrete pad and for the trucks to come in and pick up the thing for the dumpster it has to be paved.

Director of Economic Development Cross: Correct, there are provisions in the Code that talks about screening of dumpsters and ironically, when we talked about the trailer tonight, it’s not “permanent” and from what I hear it’s intended to be “temporary”. Well, that’s the problem with that. When you do an accessory building that’s associated with a commercial operation and it exceeds a certain square footage or a certain percentage of an increase of the footprint of that floor area of that building on the lot, you’re required to go through the Site Plan approval process. Those are the conditions that’s further attached to those approvals of those Site Plans. Such as an enclosed dumpster. Once of the recent ones you saw was the Dollar General Market. They are required to enclose their dumpster. Out in Belleville Crossing they get exceptions where they have to do awnings and things like that on that back even though it doesn’t technically face Route 15; the back faces Route 15 and you want to conceal the blank wall look. You want to make it look like an inviting frontage to any type of right-of-way. Short answer yes, you are correct, there are requirements for that.

Aldersperson Schneider: So, this dumpster would have to be enclosed with the fence, and the concrete pad?

Director of Economic Development Cross: So, from what I understand that's already there. In reviewing something like that we do have a legal non-conforming use provision that is identified in our Code. And non-conforming is a fancy word for grandfathered. If you have a dumpster that's been there for 25 – 30 years and it's never been removed and it's continued as part of that operation, it's very difficult to go back unless they do some sort of major changes to force them to bring that up. It's a grandfathered type of operation. Now, if it becomes a nuisance issue, I think you are talking about three strikes and you're out. If you do it more than three times it becomes a chronic nuisance, and you can address it. If it's removed and some sort of court action, then you can talk about bringing it up to Code because they are having trouble keeping in compliance with the Code.

Members voting aye on roll call: Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider, Duco, Eros, Randle. (16)

Motion to deny carries.

ADMINISTRATION

Motion to approve an agreement with Regional Justice Information System Commission (REJIS) and SirenGPS for 911RTA Services as part of a pilot program with Belleville School Districts

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

All members present voted aye.

Motion carries.

TRAFFIC

Motion to remove traffic signals and control cabinets at North 3rd & West "A" and South 3rd & West Washington

Motion to change the name of Traffic Committee to Traffic and Parking Committee

Motion to remove School Speed Zones from the 100 block of West Harrison, 100 block of West Lincoln, and the 200 block of South 1st Street

Motion to remove No Parking from the 100 block of West Harrison (north side), 200 block of South 2nd Street (east side), and the 100 block of West Lincoln (south side)

Motion to approve a yield sign on East Grant at Wabash Avenue

Motion to approve a yield sign on East Adams at Wabash Avenue

Motion to remove two handicapped parking spaces in the 400 block of South 13th Street (east side)

Motion to remove no parking in the 400 block of South 13th Street (west side)

Motion to approve two handicapped parking spaces on Union Avenue (south side) from a point 112' to a point 152' from the intersection of South 13th Street

Aldersperson Elmore made a motion second by Aldersperson Randle to approve the requests as read.

All members present voted aye.

Motion carries.

ORDINANCE & LEGAL REVIEW

Motion to amend an Ordinance regulating public camping, Title XIII (General Offenses), Chapter 130 (Offenses Against Public Peace & Safety), Section 130.03 (Beggars and Panhandlers; Notification of Homeless Shelter Availability)

Motion to amend an Ordinance regulating Secondhand Drop-Off Containers, Title XI (Business Regulations), Chapter 113 (Special Sales; Personal Sales)

Aldersperson Stiehl made a motion second by Aldersperson Randle to approve the requests as read.

All members present voted aye.

Motion carries.

COMMUNICATIONS

None.

PETITIONS

None.

RESOLUTIONS

None.

ORDINANCES

Aldersperson Rothweiler made a motion second by Aldersperson Schaefer to read Ordinances 9324, 9327, 9328, 9329, 9330, 9331, 9332, 9333, 9334, 9335, 9336, 9337, 9338, 9339 and 9340 by title only and as a group.

All members present voted aye.

Motion carries.

ORDINANCE 9324-2024

A ZONING ORDINANCE IN RE CASE #51-OCT24-Belleville Stein Haus – Joseph Ruder

ORDINANCE 9327-2024

A ZONING ORDINANCE IN RE CASE #55-OCT24-Belleville Stein Haus – Joseph Ruder

ORDINANCE 9328-2024

A ZONING ORDINANCE IN RE CASE #41-SEP23-Leonard Tyler

ORDINANCE 9329-2024

A ZONING ORDINANCE IN RE CASE #42-SEP23-Leonard Tyler

ORDINANCE 9330-2024

An Ordinance Amending Article VII (Traffic Code), Chapter 75 (Traffic Schedules) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof

ORDINANCE 9331-2024

An Ordinance Amending Title III (Administration), Chapter 30 (City Council) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof

ORDINANCE 9332-2024

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

ORDINANCE 9333-2024

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

ORDINANCE 9334-2024

An Ordinance Amending Article VII (Traffic Code), Chapter 75 (Traffic Schedules) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof

ORDINANCE 9335-2024

An Ordinance Amending Article VII (Traffic Code), Chapter 75(Traffic Schedules) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof

ORDINANCE 9336-2024

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

ORDINANCE 9337-2024

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

ORDINANCE 9338-2024

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

ORDINANCE 9339-2024

An Ordinance Amending Title XIII (General Offenses), Chapter 130 (Offenses Against Public Peace and Safety), Section 130.03 (Beggars and Panhandlers; Notification of Homeless Shelter Availability), and Adding Title XIII (General Offenses), Chapter 130 (Offenses Against Public Peace and Safety),

Section 130.21 (Public Camping), of the Revised Code of Ordinances of the City of Belleville, as Amended

ORDINANCE 9340-2024

An Ordinance Repealing Title XI (Business Regulations), Chapter 113 (Special Sales; Personal Sales), *Second Hand Drop Off Containers* (Sections 113.045 through 113.047) and Adding Title XI (Business Regulations), Chapter 113 (Special Sales; Personal Sales), *Unattended Donation/Collection Boxes* (Sections 113.040 through 113.056), of the Revised Code of Ordinances of the City of Belleville, as Amended

Aldersperson Eros made a motion second by Aldersperson Schaefer to approve Ordinances 9324, 9327, 9328, 9329, 9330, 9331, 9332, 9333, 9334, 9335, 9336, 9337, 9338, 9339 and 9340 as read.

Members voting aye on roll call: Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider, Duco, Eros, Randle, Ferguson. (16)

Motion carries.

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Aldersperson Dintelman made a motion second by Aldersperson Elmore to pay the Motor Fuel Claims in the Amount of **\$7,771.76**.

Members voting aye on roll call: Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider, Duco, Eros, Randle, Ferguson, Anthony. (16)

Motion carries.

EXECUTIVE SESSION

None.

ADJOURNMENT

Aldersperson Randle made a motion second by Aldersperson Schneider to adjourn at 7:48 p.m.

All members present voted aye.

Motion carries.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - NOVEMBER 18, 2024**

GENERAL FUND

00 - Revenue	\$141,599.38
50 - Administration	\$112,713.39
51 - Police	\$129,620.07
52 - Fire	\$16,218.05
53 - Streets	\$11,426.60
54 - Parks	\$16,319.48
55 - Cemetery	\$418.81
56 - Hlth/Sanitation	\$79,376.50
57 - Mt. Hope	\$8,621.63
61 - Health & Housing	\$19,443.84
62 - Economic Dev, Planning & Zoning	\$1,051.67
83 - Finance	\$554.00
84 - Human Resources	\$1,949.42
85 - Clerk	\$58.00
86 - Treasurer	\$3,269.34
87 - Maintenance	\$14,570.52
88 - Engineering	\$409.81
GENERAL FUND TOTAL	<u>\$557,620.51</u>

SEWER OPERATIONS

75 - Collections	\$25,978.50
77 - Lines	\$7,128.91
78 - Plant	\$73,004.60
SEWER TOTAL	<u>\$106,112.01</u>

04 - Library	\$3,304.16
07 - Park/Rec	\$13,440.83
12 - General & Community Assistance	\$16,908.37
13 - Motor Fuel Tax Fund	\$51,598.43
20 - Campus Fund	\$24,151.67
22 - Sewer Repair & Replacement	\$37,801.74
24 - Sewer Const.	\$22,515.50
25 - Sewer Bond & Interest	\$1,021,184.61
30 - SSA	\$204.26
38 - TIF 3	\$133,401.81
54 - TIF 12 Sherman St	\$3,970.00
58 - TIF 16 Route 15 West Corridor	\$11,755.00
73 - LLE Block Grant	\$621.44

ALL FUNDS TOTAL \$2,004,590.34

SYS DATE:11/06/24

CITY OF BELLEVILLE
C L A I M S H E E T
Wednesday November 6, 2024

SYS TIME:13:18
[NCS]
PAGE 1

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	MT HOPE CEMETERY DEPT		
TH081	THOMAS, RICHARD	01-57	7,750.00
	**TOTAL MT HOPE CEMETERY DEPT		----- 7,750.00
01	GENERAL FUND	GRAND TOTAL	7,750.00

SYS DATE:11/06/24

CITY OF BELLEVILLE

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C L A I M S H E E T

[NCS]

DATE: 11/06/24

wednesday November 6, 2024

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VENDOR #	NAME	DEPT.	AMOUNT
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12 GENERAL & COMMUNITY ASSISTANCE

AM061	AMEREN ILLINOIS	12-00	1,672.15
BE189	BELLEVILLE EAGLE REALTY	12-00	312.00
CI031	CITY OF BELLEVILLE	12-00	317.79
IL088	ILLINOIS AMERICAN WATER	12-00	540.20
	**TOTAL		2,842.14

12 GENERAL & COMMUNITY ASSISTANCE GRAND TOTAL 2,842.14

SYS DATE:11/06/24

CITY OF BELLEVILLE
C L A I M S H E E T
Wednesday November 6, 2024

SYS TIME:13:18

DATE: 11/06/24

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VENDOR #	NAME	DEPT.	AMOUNT
20	CAMPUS FUND		
551	ILLINOIS AMERICAN WATER	20-00	11,173.57
	**TOTAL		11,173.57
20	CAMPUS FUND	GRAND TOTAL	11,173.57
	GRAND TOTAL FOR ALL FUNDS:		21,765.71
	TOTAL FOR REGULAR CHECKS:		21,765.71

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

POLICE DEPARTMENT

FA026	FACTORY MOTOR PARTS CO	01-51	3,331.12
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	254.00
HU069	HUELS OIL COMPANY	01-51	5,286.56
IL008	TECHNOLOGY MANAGEMENT REVOLVING	F01-51	323.70
MI118	MINUTEMAN PRESS	01-51	693.05
MO104	MORTLAND'S SUPERIOR PRODUCTS, INC	01-51	88.24
OM002	OMNIGO SOFTWARE	01-51	83,228.87
OR001	O'REILLY AUTO PARTS	01-51	164.79
PU014	PURITAN SPRINGS	01-51	21.52
RO002	ED ROEHR SAFETY PRODUCTS	01-51	348.28
SU048	SUNNY COMMUNICATIONS, INC	01-51	1,011.00
TE032	TESSCO INCORPORATED	01-51	407.04
UT001	UTILITRA	01-51	281.25

**TOTAL POLICE DEPARTMENT

129,620.07

FIRE DEPARTMENT

1112	WATTS COPY SYSTEM, INC.	01-52	267.60
182	BANNER FIRE EQUIPMENT INC	01-52	1,373.22
277	CAMPER EXCHANGE, INC.	01-52	33.50
4902	AT & T	01-52	199.36
726	CLEAN UNIFORM COMPANY	01-52	175.99
AL041	ALL IN SHIPPING	01-52	32.88
AM063	AMAZON BUSINESS	01-52	227.07
AT028	AT&T	01-52	2,122.52
BF001	B & F CONSTRUCTION CODE SERVICES,	01-52	210.00
BU079	BUSEY BANK	01-52	999.49
CH030	CHARTER COMMUNICATIONS	01-52	449.94
DA099	DAVID TAYLOR BELLEVILLE	01-52	80.40
FE028	FELD FIRE	01-52	1,691.00
HU069	HUELS OIL COMPANY	01-52	1,005.68
IN008	INTERNATIONAL CODE COUNCIL INC	01-52	170.00
MA190	MACQUEEN EQUIPMENT, LLC	01-52	177.15
MY000	MY-LOR INC	01-52	36.20
OR001	O'REILLY AUTO PARTS	01-52	154.18
SC164	SCHWENT, MICHAEL	01-52	244.00
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	3,577.47
TA038	TARGETSOLUTIONS LEARNING LLC	01-52	1,507.05
TR035	TRACTOR SUPPLY CREDIT PLAN	01-52	133.35
UN038	UNIVERSITY OF ILLINOIS	01-52	1,350.00

**TOTAL FIRE DEPARTMENT

16,218.05

STREETS

1112	WATTS COPY SYSTEM, INC.	01-53	204.11
2384	HOMETOWN ACE HARDWARE	01-53	25.95
277	CAMPER EXCHANGE, INC.	01-53	441.98
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	953.59
402	EGYPTIAN WORKSPACE PARTNERS	01-53	12.17

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

ECONOMIC DEV, PLANNING & ZONING
FINANCE

BU079	BUSEY BANK	01-83	554.00
	**TOTAL FINANCE		554.00

HUMAN RESOURCES/COMMUNITY DEV

1112	WATTS COPY SYSTEM, INC.	01-84	182.50
AP006	APEX PHYSICAL THERAPY LLC	01-84	688.00
BU079	BUSEY BANK	01-84	700.38
CD003	SHRED-IT USA LLC	01-84	53.53
OD007	ODP BUSINESS SOLUTIONS, LLC	01-84	50.01
PR079	PRESTIGE PRINTING CO	01-84	275.00
	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		1,949.42

CLERKS

FR042	FREEBURG PRINTING & PUBLISHING, I	01-85	58.00
	**TOTAL CLERKS		58.00

TREASURER

MC118	MCCLATCHY COMPANY LLC	01-86	3,269.34
	**TOTAL TREASURER		3,269.34

MAINTENANCE

1112	WATTS COPY SYSTEM, INC.	01-87	24.08
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-87	8,008.00
2435	GATEWAY TRUCK & REFRIGERATION	01-87	574.34
515	HOME-BRITE ACE HARDWARE	01-87	47.75
5425	METRO LOCK & SECURITY INC	01-87	15.00
726	CLEAN UNIFORM COMPANY	01-87	124.87
782	OVERHEAD DOOR COMPANY OF ST. LOUI	01-87	4,346.85
CL057	CLEMENTS, LIBIE	01-87	196.74
HU069	HUELS OIL COMPANY	01-87	189.31
LO010	LOWE'S	01-87	4.64
MI078	MIDWEST ELEVATOR CO., INC	01-87	405.94
PO056	POINTE PEST CONTROL -IL, LLC	01-87	633.00
	**TOTAL MAINTENANCE		14,570.52

ENGINEERING

1112	WATTS COPY SYSTEM, INC.	01-88	185.93
402	EGYPTIAN WORKSPACE PARTNERS	01-88	156.15
HU069	HUELS OIL COMPANY	01-88	67.73
	**TOTAL ENGINEERING		409.81

01 GENERAL FUND	GRAND TOTAL		549,870.51
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CITY OF BELLEVILLE
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Monday November 18,2024

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[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
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04 LIBRARY

4902	AT & T	04-00	106.40
551	ILLINOIS AMERICAN WATER	04-00	50.29
AD025	ADOBE SYSTEMS INCORPORATED	04-00	1,679.52
AT028	AT&T	04-00	349.87
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	863.11

**TOTAL

3,304.16

04 LIBRARY

GRAND TOTAL 3,304.16

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CITY OF BELLEVILLE
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VENDOR #	NAME	DEPT.	AMOUNT
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07 PLAYGROUND AND RECREATION

1112	WATTS COPY SYSTEM, INC.	07-00	48.36
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	93.07
551	ILLINOIS AMERICAN WATER	07-00	66.09
7650	TISCH MONUMENTS, INC.	07-00	250.00
AM063	AMAZON BUSINESS	07-00	375.49
AT028	AT&T	07-00	530.63
BU079	BUSEY BANK	07-00	5,155.39
CO139	CONSTELLATION NEW ENERGY, INC	07-00	438.56
LE079	LET'S CELEBRATE DJS + VIDEOGRAPHY	07-00	295.00
MI085	MIDLAND PAPER CO	07-00	1,185.74
PE059	PETTY CASH - RECREATION	07-00	4,850.00
TE043	1020 ARTWORKS STUDIO	07-00	122.50

	**TOTAL		13,440.83
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07	PLAYGROUND AND RECREATION	GRAND TOTAL	13,440.83
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CITY OF BELLEVILLE
C L A I M S H E E T
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VENDOR #	NAME	DEPT.	AMOUNT
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12 GENERAL & COMMUNITY ASSISTANCE

1112	WATTS COPY SYSTEM, INC.	12-00	282.68
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	12-00	9,529.00
BU079	BUSEY BANK	12-00	4,211.30
CD003	SHRED-IT USA LLC	12-00	6.55
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	36.70

**TOTAL			14,066.23
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12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	14,066.23
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	13-00	3,529.75
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	7,096.26
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,866.30
EL001	ELECTRICO, INC.	13-00	81.25
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	38,456.87
LO029	LOCHMUELLER GROUP	13-00	568.00
	**TOTAL		51,598.43

13	MOTOR FUEL TAX FUND	GRAND TOTAL	51,598.43

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VENDOR #	NAME	DEPT.	AMOUNT
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20 CAMPUS FUND

1324	BELLEVILLE FENCE CO.	20-00	5,190.00
2102	AMEREN ILLINOIS	20-00	3,597.06
296	CHEMSEARCHFE	20-00	511.68
5425	METRO LOCK & SECURITY INC	20-00	295.00
AM063	AMAZON BUSINESS	20-00	9.99
MA181	MANSFIELD POWER AND GAS, LLC	20-00	3,154.39
SP055	SPECTRUM ENTERPRISE	20-00	219.98

**TOTAL			12,978.10
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20 CAMPUS FUND	GRAND TOTAL	12,978.10
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
HU061	HUBER TECHNOLOGY, INC	22-00	37,801.74
	**TOTAL		<u>37,801.74</u>
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		37,801.74

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VENDOR #	NAME	DEPT.	AMOUNT
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25 SEWER BOND AND INTEREST FUND

6086	ILLINOIS ENVIRONMENTAL PROTECTION	25-00CY	1,021,184.61
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	**TOTAL		1,021,184.61
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25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	1,021,184.61
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	204.26
	**TOTAL		----- 204.26
	30 SPECIAL SERVICE AREA	GRAND TOTAL	204.26

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

486	HANK'S EXCAVATING & LANDSCAPING,	38-00	11,075.94
CO092	COMMERCE BANK EQUIPMENT FINANCE	38-00	19,909.97
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	7,957.50
SC176	SCHAEFER CONTRACTING	38-00	3,208.40
TY005	TYGRACON PROPERTIES, INC	38-00	80,000.00
WE023	WEINLAND REFRIGERATION	38-00	11,250.00

**TOTAL

133,401.81

38 TIF 3 (CITY OF BELLEVILLE)

GRAND TOTAL 133,401.81

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
54	TIF 12 (SHERMAN STREET)		
GO028	GONZALEZ COMPANIES, LLC	54-00	3,970.00
	**TOTAL		----- 3,970.00
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	3,970.00

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VENDOR #	NAME	DEPT.	AMOUNT
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
G0028	GONZALEZ COMPANIES, LLC	58-00	11,755.00
	**TOTAL		11,755.00
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		11,755.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
73	LOCAL LAW ENFORCEMENT BLOCK GRAN		
BU079	BUSEY BANK	73-00	621.44
	**TOTAL		----- 621.44
	73 LOCAL LAW ENFORCEMENT BLOCK GRANGRAND TOTAL		621.44
	GRAND TOTAL FOR ALL FUNDS:		1,982,824.63
	TOTAL FOR REGULAR CHECKS:		1,943,327.03
	TOTAL FOR DIRECT PAY VENDORS:		39,497.60

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT
PAYROLL DATE: 11/15/2024

01 50	ADMINISTRATION	<u>\$14,795.41</u>
01 51	POLICE	<u>\$349,130.71</u>
01 52	FIRE	<u>\$249,809.62</u>
01 53	STREET	<u>\$44,532.38</u>
01 54	PARKS	<u>\$20,216.31</u>
01 55	WALNUT HILL CEMETERY	<u>\$7,034.88</u>
01 56	SANITATION	<u>\$36,283.58</u>
01 57	MT. HOPE CEMETERY	<u>\$2,217.60</u>
01 60	LEGAL	<u>\$7,958.98</u>
01 61	HOUSING DEPARTMENT	<u>\$27,492.08</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$11,091.94</u>
01 82	MAYOR	<u>\$6,925.58</u>
01 83	FINANCE	<u>\$8,119.94</u>
01 84	HUMAN RESOURCE	<u>\$5,161.72</u>
01 85	CLERK	<u>\$7,385.67</u>
01 86	TREASURER	<u>\$3,282.22</u>
01 87	MAINTENANCE	<u>\$20,054.46</u>
01 88	ENGINEER	<u>\$6,332.52</u>
	TOTAL GENERAL FUND	<u>\$827,825.60</u>
4	LIBRARY	<u>\$33,934.12</u>
7	RECREATION	<u>\$16,063.82</u>
12	G & C ASSISTANCE	<u>\$4,586.05</u>
20	CAMPUS	<u>\$2,913.40</u>
21 75	SEWER COLLECTIONS	<u>\$7,561.61</u>
21 77	SEWER LINES	<u>\$13,885.91</u>
21 78	SEWER PLANT	<u>\$55,501.28</u>
	TOTAL SEWER DEPARTMENT	<u>\$76,948.80</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$38,558.32</u>
	*****TOTAL PAYROLL	<u><u>\$1,000,830.11</u></u>



City of Belleville
Jennifer Gain Meyer, City Clerk

101 South Illinois Street
Belleville, Illinois 62220
Phone: (618) 233-6810
email: jmeyer@belleville.net

2025 COMMITTEES & COMMISSIONS CALENDAR

MEETING	DATE	LOCATION	ROOM	TIME
BOARD OF FIRE AND POLICE COMMISSION	3rd THURSDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	3:00 PM
BUILDING CODE BOARD	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
CEMETERY BOARD	3RD TUES (Jan, April, July, Oct)	512 WEST MAIN STREET	CONFERENCE ROOM	3:00PM
CITY COUNCIL MEETINGS	1ST & 3RD MONDAY	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	7:00 PM
CRIME FREE HOUSING COMMITTEE	TWO TIMES PER YEAR	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	ANNOUNCED
DOWNTOWN BELLEVILLE DEVELOPMENT COMMISSION	4TH MONDAY (no Dec Mtg)	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	4:00 PM
ECONOMIC DEVELOPMENT & ANNEXATION	1ST WEDNESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	5:00 PM
ELECTRICAL COMMISSION	4TH TUESDAY	1125 SOUTH ILLINOIS STREET	ENGINE HOUSE #4 CONFERENCE ROOM	1:00PM
ELECTORAL BOARD	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
FINANCE COMMITTEE	2ND MONDAY	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	7:00 PM
FIRE PENSION BOARD	LAST TUESDAY (Dec: TBD)	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	8:00 AM
HISTORIC PRESERVATION COMMISSION	3RD TUESDAY (no Dec Mtg)	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	7:00 PM
HUMAN RELATIONS COMMISSION	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
LEGISLATIVE COMMITTEE	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
LIBRARY BOARD	2ND TUESDAY (no Dec Mtg)	121 EAST WASHINGTON STREET	BELLEVILLE PUBLIC LIBRARY	4:00PM
MASTER SEWER COMMITTEE	1ST MONDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
ORDINANCE & LEGAL REVIEW	2ND TUESDAY	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	5:30PM
PARKS & RECREATION BOARD	2ND WEDNESDAY	510 WEST MAIN STREET	HR CONFERENCE ROOM	6:30 PM
PERSONNEL & STRATEGIC PLANNING COMMITTEE	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
PLANNING COMMISSION	1ST WEDNESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	7:00 PM
POLICE & FIRE COMMITTEE	2ND MONDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
POLICE PENSION BOARD	LAST TUESDAY (Dec: TBD)	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	3:00 PM
PUBLIC HEALTH & HOUSING	3RD WEDNESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
STREETS & GRADES COMMITTEE	3RD MONDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
TRAFFIC and PARKING COMMITTEE	2ND TUESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	8:00 AM
ZONING BOARD OF APPEALS	4TH THURSDAY (3rd Thursday in Nov and Dec)	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	7:00 PM

City of Belleville

Insurance Proposal

Presented by:

Patrick Sheahan

Executive Vice President - Public Sector

Thomas Collins

Account Executive - Public Sector

November 2024

CITY HALL

QA License No. 0809093
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Mesrow

City of Belleville Executive Summary

- **Pre-Renewal Discussion** – This was held with City staff in August 2024. A timeline was developed for the key dates and activities for the process
- **Marketplace** - At this meeting, a discussion was held regarding the state of the marketplace. A market survey was shared with some average pricing in various lines of coverage. Challenges in the excess liability and the property market specifically were addressed, along with continued challenges with law enforcement liability.
- **Renewal Indication** - In August, a renewal indication from ICRMT was shared with the City, estimating an increase of 8% or less. The renewal quote is consistent with that initial indication with an increase at 8%. The renewal reflects a slight decrease in the workers compensation premium.
- **Claim Review** – In September, a review of open claims was coordinated by Alliant and held with City staff, carrier representatives, and counsel.

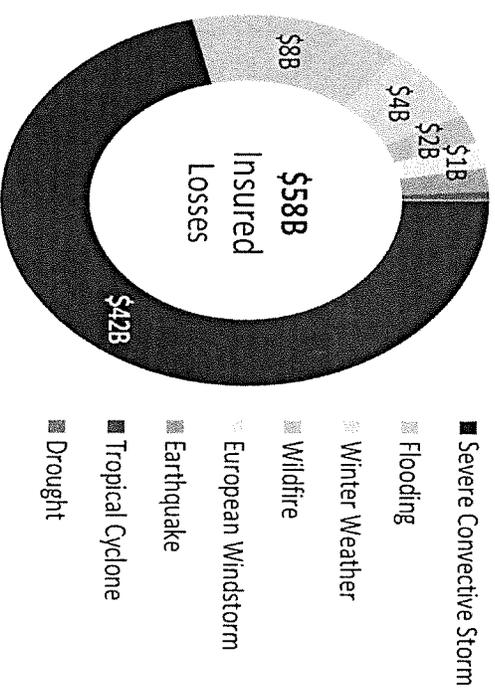
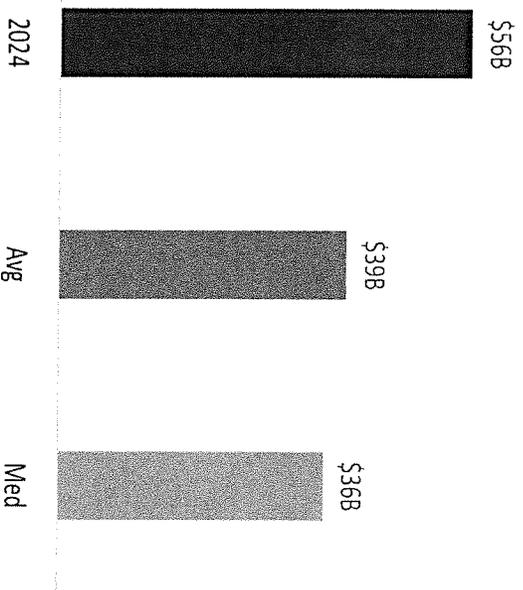
State of the Market – 2024 Q2
Premium Rate Changes By Line of Business
0% experiencing change = white

	Down > 30%	Down 20- 30%	Down 10- 19%	Down 1-9%	No Change	Up 1-9%	Up 10- 19%	Up 20- 29%	Up 30- 50%	Up 50- 100%
Business Interr.	0%	0%	0%	4.88%	21.95%	56.10%	12.20%	2.44%	0%	0%
Comm. Auto	0%	0%	0%	0%	4.88%	53.66%	34.15%	4.88%	0%	0%
Comm. Property	0%	0%	0%	2.44%	7.32%	46.34%	36.59%	4.88%	0%	0%
Cyber	0%	2.44%	4.88%	34.15%	31.71%	19.51%	2.44%	0%	0%	0%
D&O	0%	0%	0%	41.46%	29.27%	21.95%	0%	0%	0%	0%
EPL	0%	0%	0%	21.95%	53.66%	19.51%	0%	0%	0%	0%
General Liability	0%	0%	0%	4.88%	14.63%	63.41%	14.63%	0%	0%	0%
Surety Bonds	0%	0%	0%	2.44%	75.61%	7.32%	0%	0%	0%	0%
Terrorism	0%	0%	0%	2.44%	68.29%	9.76%	0%	0%	0%	0%
Umbrella	0%	0%	0%	0%	7.32%	63.41%	26.83%	0%	0%	0%
Workers Comp	0%	0%	2.44%	48.78%	34.15%	12.20%	0%	0%	0%	0%

Insured Loss H1 2024

Insured losses in the first half of 2024 are expected to reach at least \$58 billion, well above the 21st-century average of \$39 billion. It is nevertheless lower than in the previous three years, which all saw global losses exceeding \$60 billion by the end of June at current price levels. However, outlook for the next six months is marked by heightened expectations of potentially costly hurricane season, as well as continuing convective storm activity in the United States and Europe. By early July, the second named storm of the season, Hurricane Beryl, already resulted in potentially multi-billion-dollar losses.

21st Global Insured Losses



Casualty Market Drivers



General Liability & Excess Liability

Increase in Catastrophic Losses

- Sexual Misconduct
- Law Enforcement Liability
- Lifetime Care Costs
- Punitive Damage Awards

Organized Plaintiff Bar

- Litigation Financing

Inflationary Pressures

- Social Inflation
- Personal Injury Trends

Aging Infrastructure



Workers Compensation

Aging Workforce

Medical Cost Inflation

Cancer & PTSD Presumptions

Workplace Violence

Medical Service Delays

Out of State Exposure

Accident Survivability

Mental Health



Auto Liability

Cost of vehicles (inflation)

Cost to repair (technology)

Fatality Trends

Distractive Driving – Cell Phones

Claims Frequency and Severity Trajectory

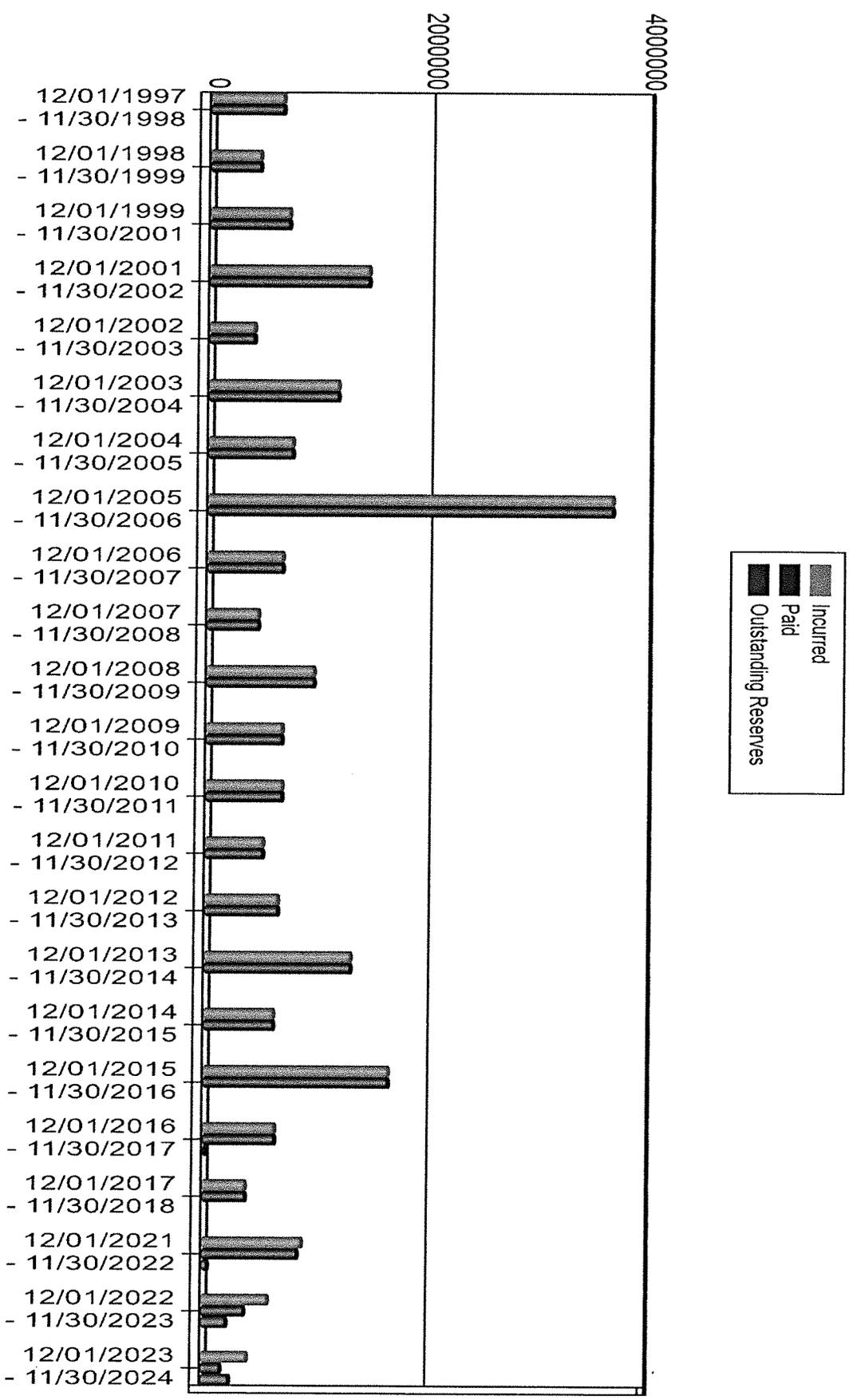
Social Inflation



City of Belleville - Premium Summary - 2024-2025

	Expiring Annual Premium - ICRMT	Renewal Premium - ICRMT	% Increase/Decrease at Expiring Structure
Primary Liability	\$ 339,655	\$ 396,814	16.8%
Excess Liability	\$ 337,407	\$ 363,438	7.7%
Total Property	\$ 471,577	\$ 515,836	9.4%
Workers Compensation	\$ 303,070	\$ 291,807	-3.7%
Claims Handling Expense	Included	Included	0.0%
Cyber Liability	\$ 21,145	\$ 21,475	1.6%
Total Premium	\$ 1,472,854	\$ 1,589,370	7.9%
Exposures Changes			
Building Values	\$ 346,924,651	\$ 361,101,013	4.1%
Contents	\$ 19,798,550	\$ 19,798,550	0.0%
Total Values	\$ 366,723,201	\$ 380,899,563	3.9%
Expenditures	\$ 138,372,508	\$ 138,043,859	-0.2%
Vehicles	275	283	2.9%
Payroll	\$ 23,256,199	\$ 24,543,333	5.5%

Workers Compensation Loss Totals



City of Belleville

Risk Management Summary- 2024

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

- Dane Mall visited in May and conducted a Workers Compensation 101 class for department heads to provide them an overview of safety and Workers Compensation hazards. – IPMG also participated.
- Conducted Slip, Trip and Fall, defensive driving, and fall protection safety training for Public Works in August 2024.
- Conducted Hearing Conservation, Personal Protective Equipment (PPE) and Confined Space safety and compliance training with the Public Works department in October 2024.
- The online NeoGov LMS system launched for online safety training. This provides employees with needed compliance and safety training.
- The City of Belleville's Police Department has access to an online law enforcement training system through LLRMI.

For 2025, Alliant and IPMG has training planned for:

- Feb. 12th, 2025: Safety and compliance training for Public Works and Sanitation training on Sexual harassment, Cyber Security and PPE
- July 16th, 2025: Public Works Safety training on Defensive Driving, Ladder/Fall Protection and Lock Out Tag Out (LOTO)
- We will add additional training later in 2025



**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No.

Customer	AT&T
CITY OF BELLEVILLE Street Address: 101 S ILLINOIS ST City: BELLEVILLE State/Province: IL Zip Code: 62220 Country: US	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: JAMIE MAITRET Title: FINANCE DIRECTOR Street Address: 101 S ILLINOIS ST City: BELLEVILLE State/Province: IL Zip Code: 62220 Country: US Telephone: 618-233-6810 X1235 Fax: Email: jmaitret@belleville.net Customer Account Number or Master Account Number: 618-222-1140 789	Name: MARC J HORK Street Address: 200 W ADAMS ST City: CHICAGO State/Province: IL Zip Code: 60606 Country: US Telephone: 312-623-1524 Fax: Email: mh6976@att.com Sales/Branch Manager: LOCKWOOD SCVP Name: FIKE Sales Strata: MW Sales Region: IL <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This AT&T Business Local Calling ILEC Pricing Schedule is part of the Agreement referenced above. This Pricing Schedule is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

1. SERVICE, SERVICE PROVIDER AND SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package (Service)	Service Providing Affiliate(s) and Service Publication(s), as applicable
AT&T Business Local Calling (BLC)	Listed in Attachment A

1.2. Service Description - Available Line Option Package(s); Service Components

Identified for the Service in applicable Service Publication(s)

1.3. Eligible Billing Telephone Numbers (BTNs)

See Attachment B

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term (Term)	12 Months
Term Start Date	The next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Per Billing Telephone Number (BTN), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems
Rates Following Termination or Expiration of the Term	Applicable Service Publication rates in effect at time of termination or expiration

3. RATES AND INITIAL ORDER

3.1. Line Option Packages - Monthly Rates

Package pricing does not include Additional Service Components as identified in the applicable Service Publication.

State(s)	Line Option Package	MRC Per BLC Line
AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI	Unlimited A (Option A)	\$110.00
AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI	Unlimited B (Option B)	\$105.00

**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

3.2. Additional Service Components (Vertical Features) - Monthly Rates and Non-recurring Charges (NRCs)

Each Additional Service Component – Vertical Feature (as identified in the applicable Service Publication)	Monthly Rate	Installation Non-recurring Charge (NRC)
Per BLC access line	\$3.00	As per applicable Service Publication

3.3. Waiver of NRCs During Term

Waived Charges	Month of Term in which Charge is Waived
NRC for establishing a BLC access line	Any
NRC for adding or removing Hunting	Any
NRC for Additional Service Components	First month, only for Customer's initial order

3.4. Quantity Commitment and Shortfall Adjustment Charge

Only BLC access lines associated with a BTN listed in Attachment B or a BTN added to the Service by Customer during the Term contribute to the Quantity Commitment for purposes of calculating the Shortfall Adjustment Charge.

Quantity Commitment	In any month during the Term, Customer must maintain 80% of the applicable Quantity Commitment(s) (active and not on suspension), or the following Shortfall Adjustment Charge applies:
20	Shortfall Adjustment Charge = \$10.00 x ([80% x Quantity Commitment] – current number of access lines contributing to that Quantity Commitment)

4. EARLY TERMINATION CHARGE

If Customer terminates the Pricing Schedule before the expiration of the Pricing Schedule Term, Customer will pay the Early Termination Charge below, unless Customer concurrently replaces this Pricing Schedule with an AT&T ILEC business local exchange service agreement with a term equal or greater than the Pricing Schedule Term under this Pricing Schedule and a line commitment, as determined by AT&T, equal or greater than Quantity Commitment under this Pricing Schedule

Service Components	State for Customer's Main BTN identified on Attachment B	Rate for Early Termination Charges
BLC access lines subject to Quantity Commitment	AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI	\$15.00
Main BTN: 618 222 1140		State of Main BTN: (e.g., IL) IL
Early Termination Charge = (Rate for Early Termination Charges) x (Quantity Commitment) x (number of months remaining in Term)		

The termination charges above may not apply if Customer terminates all or a portion of the Service for purposes of a migration to a qualifying AT&T Business Voice over IP (BVoIP) Service or AT&T Mobility Service as such migration is defined in the Service Publication.

5. GENERAL PROVISIONS

Additional BLC access lines under a BLC account may be ordered during the Term.
BLC access lines subscribed under a Line Option Package may not be placed on Customer-initiated temporary suspension.

Attachments A and B follow



**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

**ATTACHMENT A
AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE**

Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
AT&T Alabama	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/al/product_line.htm
AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/ar/index.html
AT&T California	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/guidebook/cf/index.html
AT&T Florida	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/fl/product_line.htm
AT&T Georgia	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ga/product_line.htm
AT&T Illinois	AT&T Illinois Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/il/index.html
AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/pdf/ks/index.html
AT&T Kentucky	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ky/product_line.htm
AT&T Louisiana	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/la/product_line.htm
AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
AT&T Mississippi	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/ms/product_line.htm
AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.html
AT&T Nevada	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	http://cpr.att.com/guidebook/nv/index.html
AT&T North Carolina	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/nc/product_line.htm
AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
AT&T South Carolina	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/sc/product_line.htm
AT&T Tennessee	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	http://cpr.att.com/pdf/tn/product_line.htm
AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

**AT&T BUSINESS LOCAL CALLING
ILEC PRICING SCHEDULE
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

**ATTACHMENT B
BILLING TELEPHONE NUMBER (BTN) LIST**

For AT&T Administrative Use Only <input type="checkbox"/> Customized Plan Option

(All Lines under each BTN must be subscribed to a Line Option Package.)

Region (MW, SW, W, SE)	State (e.g., FL)	10-digit BTN

Region (MW, SW, W, SE)	State (e.g., FL)	10-digit BTN

If Customer has more than 10 BTNs, list BTNs in the box below.

MW IL 618-222-1140 789 MW IL 618-222-6725 234 MW IL 618-233-2729 897 MW IL 618-233-9389 022 MW IL 618-277-0317 973 MW IL 618-277-9798 978 MW IL 618-234-1343 941 MW IL 618-234-2244 645 MW IL 618-234-4206 252 MW IL 618-235-2025 423 MW IL 618-355-7833 535 MW IL 618-355-9591 568 MW IL 618-212-4548 659 MW IL 618-257-1073 821 MW IL 618-355-7970 125

Meeting Date: Finance Meeting November 12, 2024

Agenda Item: Community Solar Program

Explanation: Staff has been approached by our energy consultants, Good Energy, in regard to a Community Solar program that is being offered to eligible communities. The City of Belleville qualifies for the program due to our outstanding credit rating which provides for attractive contract terms. Through Good Energy, the City of Peoria recently approved the program as well as the City of Washington, and other communities located in the Peoria area. Upon the renewal of the City's municipal accounts with Constellation, the City was approached by Good Energy and their Community Solar partner Ampion about the Community Solar Program being offered to municipalities. Good Energy recommended the City of Belleville as the first qualified community in the Metroeast. The City must move quickly to capture the 10% savings on eligible accounts due to limited capacity available by local solar farm developers.

Note that this program does not involve installing solar on City buildings or solar arrays throughout the city. It is instead a state-sponsored incentive program to support the development of new solar projects in the area and assist in meeting the state goal of 100% renewable energy by 2050. As indicated in the attached flyer, community solar developers receive incentive payments through the program, which allows them to offer affordable community solar subscriptions to their municipal customers.

As such, the City of Belleville would be a participant in the program and would receive billing credits based on the amount of electricity generated and would then pay a subscription at a discounted rate to the administrator of the program, Ampion.

Fiscal Impact: There is no cost to the City to participate in the program. The savings is projected to be 10% on combined total of both supply and delivery on all eligible City accounts.

Recommendation: Staff recommends approval of the agreement. The minimum commitment due to the cancellation clause is 48 months (36 months minimum plus 12-month notice) and participation and savings could be reviewed each year to determine continuation in the program.

Action Requested: Recommendation to the City Council for approval of the agreement.

Program Benefits

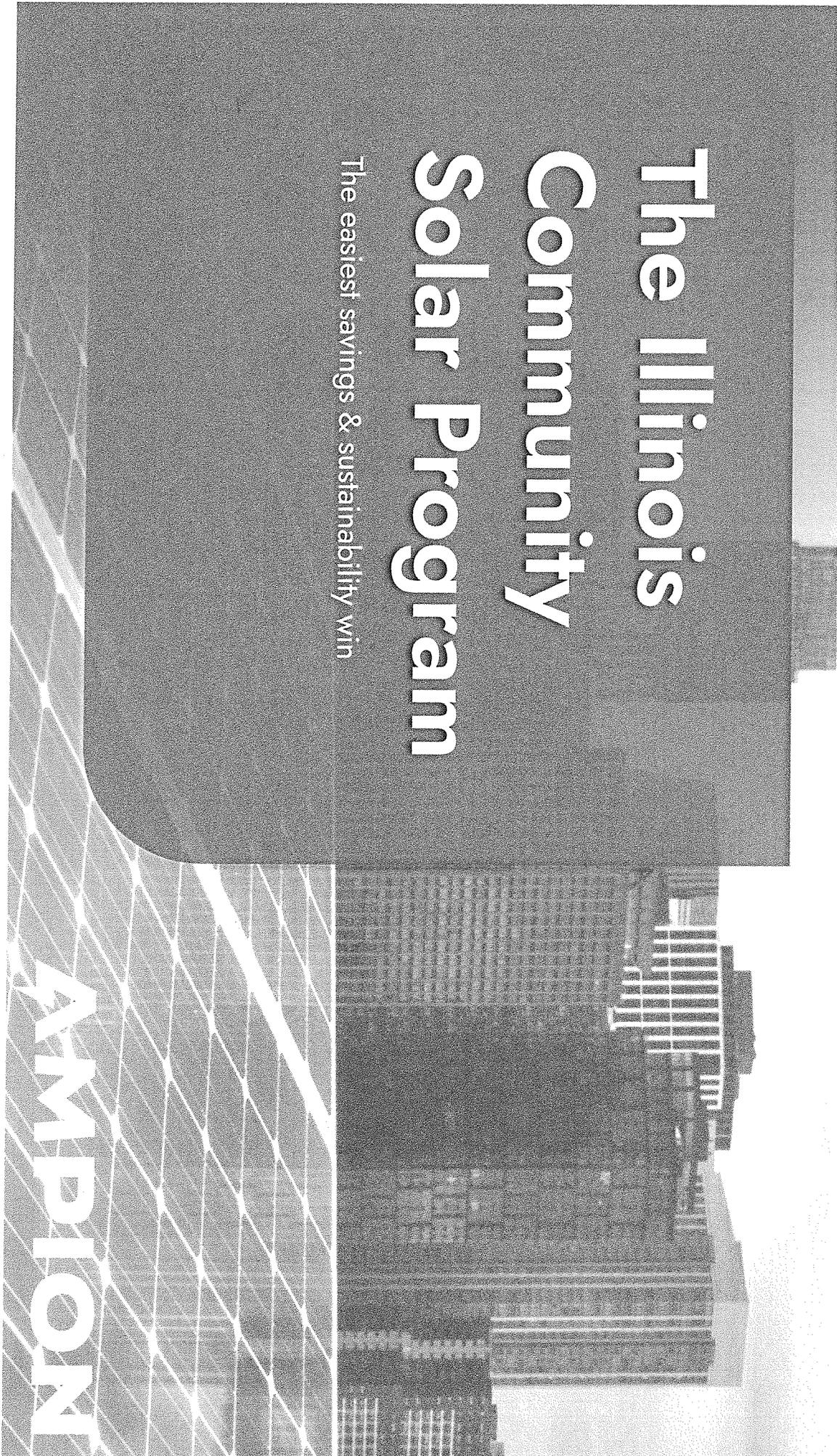
- Guaranteed cost savings
- Usage of local grid and solar farms
- The program was initiated by the State of Illinois to encourage the development of solar farms
- Illinois legislation incentives ensure financial benefits are passed on to participants
- Eliminates the need of the City to invest in their own solar projects which is not only a financial burden but, in most cases, unsightly

How does the program works?

- The City signs a contract with Ampion through Good Energy's oversight
- The City provides copies of all power bills to Ampion for submittal and verification of eligibility. Some accounts are not eligible based on minimum usage of 1000 kilowatts per year.
- Billings must be set up on Utility Combined Billing (UCB) which simply means all the City's bills will come direct from Ameren with the alternative supplier rates included. This will actually be a benefit to the City. Currently the City receives dual billings, which is 2 sperate invoices for each account. One from the supplier Constellation for supply, and one for delivery from Ameren.
- When monthly invoices arrive, the invoices will show gross community solar savings on the invoice. The following month, the City will receive an invoice from Ampion, who again is the Community Solar Administrator, for 90% of the gross solar savings. This allows the City to keep the remaining 10% savings derived from the community solar program.
- The City can use those 10% savings however they prefer. Some communities simply use it as a discount on their electric bills. Other communities earmark the savings for special projects, such as upgrading lighting, park projects, beautification projects, or other City needs.
- Good Energy, the City of Belleville's energy consultants, has already negotiated the best rates for the City's electric accounts. Over the next 4 years, the City shows an estimated savings of over \$450,000.00 compared to Ameren's current rate which is expected to increase throughout the same 4-year period.
- This program must be acted on quickly. At Good Energy's request, Ampion is rushing the City of Belleville's usage allotment for enrollment in the program. The capacity is very limited, with only a few participants being able to capture the benefits before the amount of capacity is exhausted. There is no guarantee additional capacity will become available or if the program will continue at the current 10% savings rate.

The Illinois Community Solar Program

The easiest savings & sustainability win



AMPION

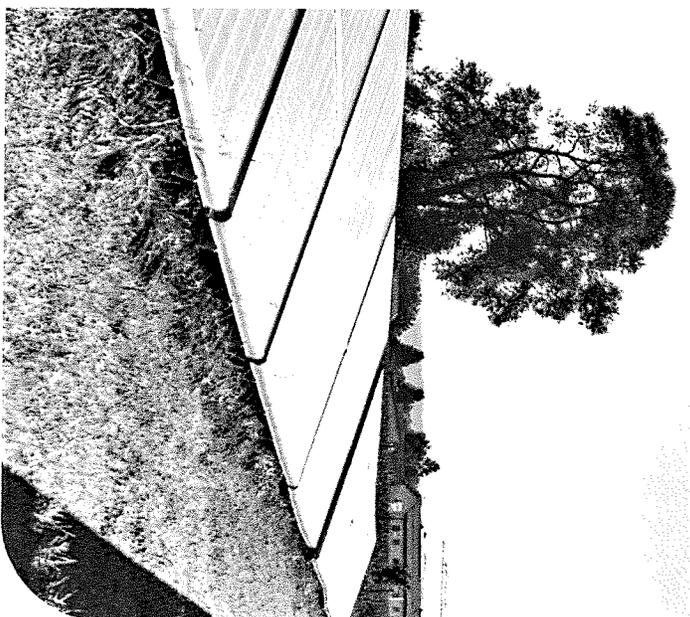
Executive Summary

Why Community Solar?

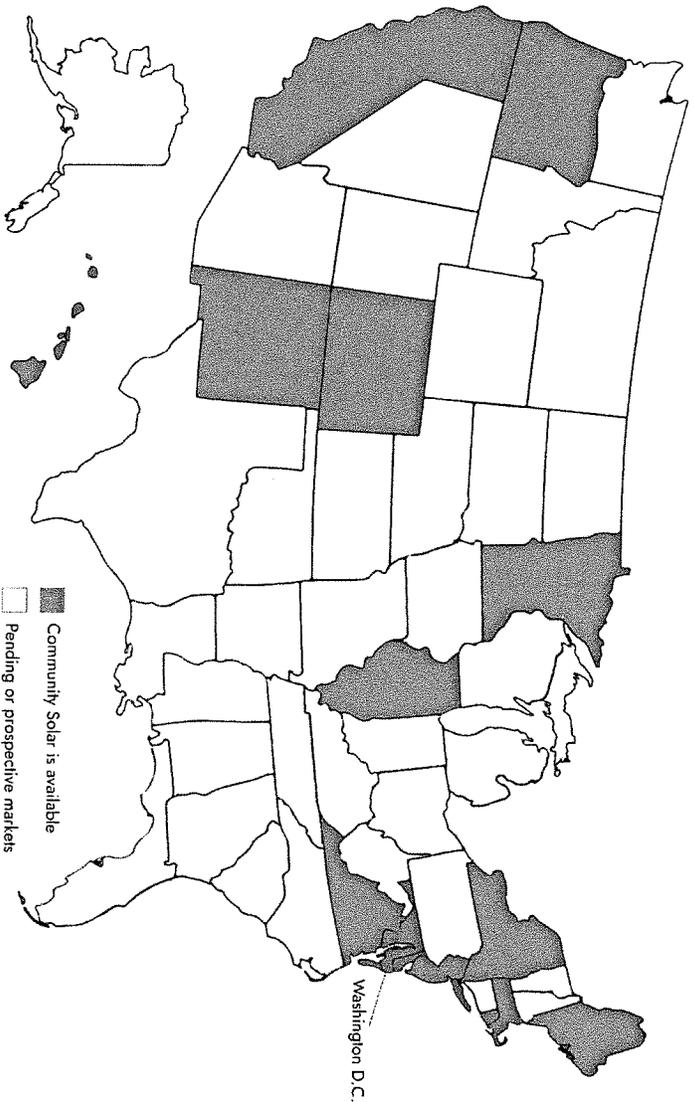
- Guaranteed cost-savings
- Local grid resilience and sustainability
- Easiest win to benefit your organization

Why Ampion?

- Energy experts
- Long-term partner
- Track record
- Public Benefits Corporation
- Data security



Where is Community Solar and Why Does it Exist?



Community Solar is enabled by state legislation and therefore doesn't exist everywhere, yet. Since each state creates their own program rules, there are nuances within each state.

In Illinois, the program was designed to encourage the development of solar farms, contributing toward its 2030 renewable energy goals. The legislation incentivises developers, while ensuring that financial benefits are passed on to the participants.

[See how IL stacks up via the national solar energy tracker](#)

Illinois Shines and community solar

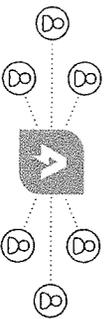
In 2016, the Illinois Legislature passed the groundbreaking Future Energy Jobs Act (FEJA) with bipartisan support. With guidance from the Illinois Power Agency, the legislation includes strategies to make solar energy more accessible to low and moderate income communities and organizations providing community based services through community solar projects, rooftop solar, and brownfield solar.

Enacting the Illinois Shines program, the legislature created opportunities for citizens to have access to solar energy without putting solar panels on their roofs. FEJA also establishes a state goal for 100% renewable energy by 2050. Illinois meets three out of four principles of a good community solar program. The four principles include tangible benefits, flexible ownership, an increase in renewables, and access to all.

On September 15, 2021, Governor Pritzker signed the Climate and Equitable Jobs Act (CEJA) which included significant expansion of the Program, reinforced the Program's consumer protection requirements, established prevailing wage requirements, and incorporated policies to ensure an equitable transition to a clean energy future. The bill reshapes the state's energy system in many ways, including committing Illinois, the sixth largest carbon emitter in the country to renewable energy targets of:

- 40% by 2030
- 50% by 2040
- 100% by 2050

The Ampion Experience



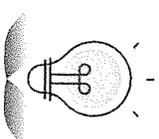
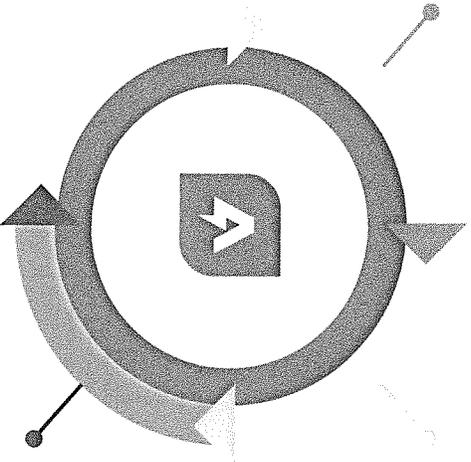
National and state-wide provider of Community Solar with availability for all customer types

1

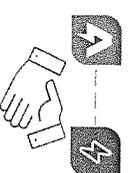


4

Transparent and active subscription management for you and your project



We leverage our energy expertise to show you the value of the program



Streamlined agreement and enrollment process

Illinois' Premier Community Solar Farm Manager

Our IL resume by the numbers

300+

Commercial customers served

5,500+

Residential customers served

64

Solar farms under management

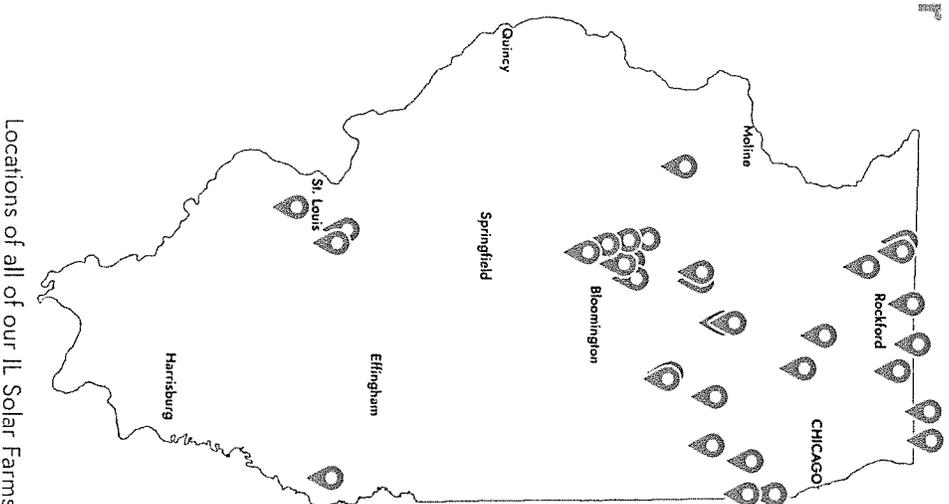
\$2.1M+

Annual savings provided to Illinoisans*

\$175K+

Donated to communities and partners over the last two years

*in 2023



FAQs

Visit [Ampion's FAQ Page](#) for more

Will community solar affect my supply or delivery rates?

No. Supply and delivery rates will remain a function of your utility and/or supply company.

Does it cost anything to enroll?

No, there is no cost to join. As a subscriber, you will only receive monetary benefit.

Is this the same as Alternative Retail Electric Suppliers (ARES)?

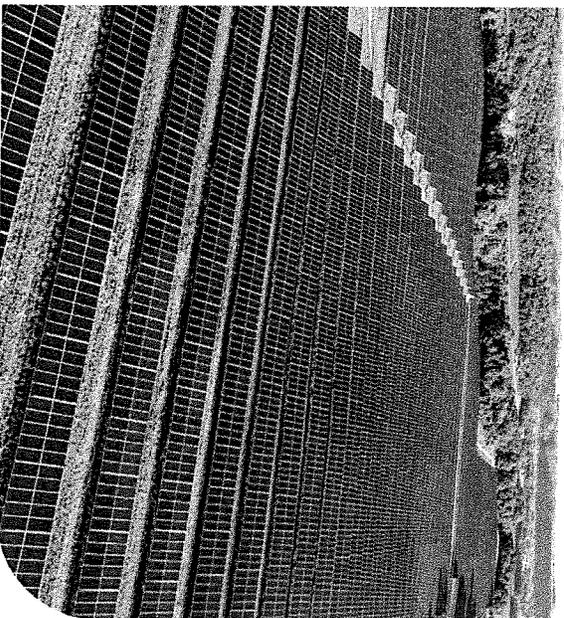
No. Community Solar is a different program entirely, and you can participate in both if you choose. Instead of taking over the supply portion of your bill, Community Solar provides monetary credits on your electricity bill, reducing the amount you owe.

How is my allocation determined?

Referencing your utility bill, we can determine how much electricity you typically use. We then assign you a portion of the solar farm's output that is dedicated to meeting your needs.



Next Steps



1 Send over a copy of each utility bill you're considering for the program

Ampion provides you an energy savings estimate so you have a tangible understanding of the benefit.

2 Review the agreement

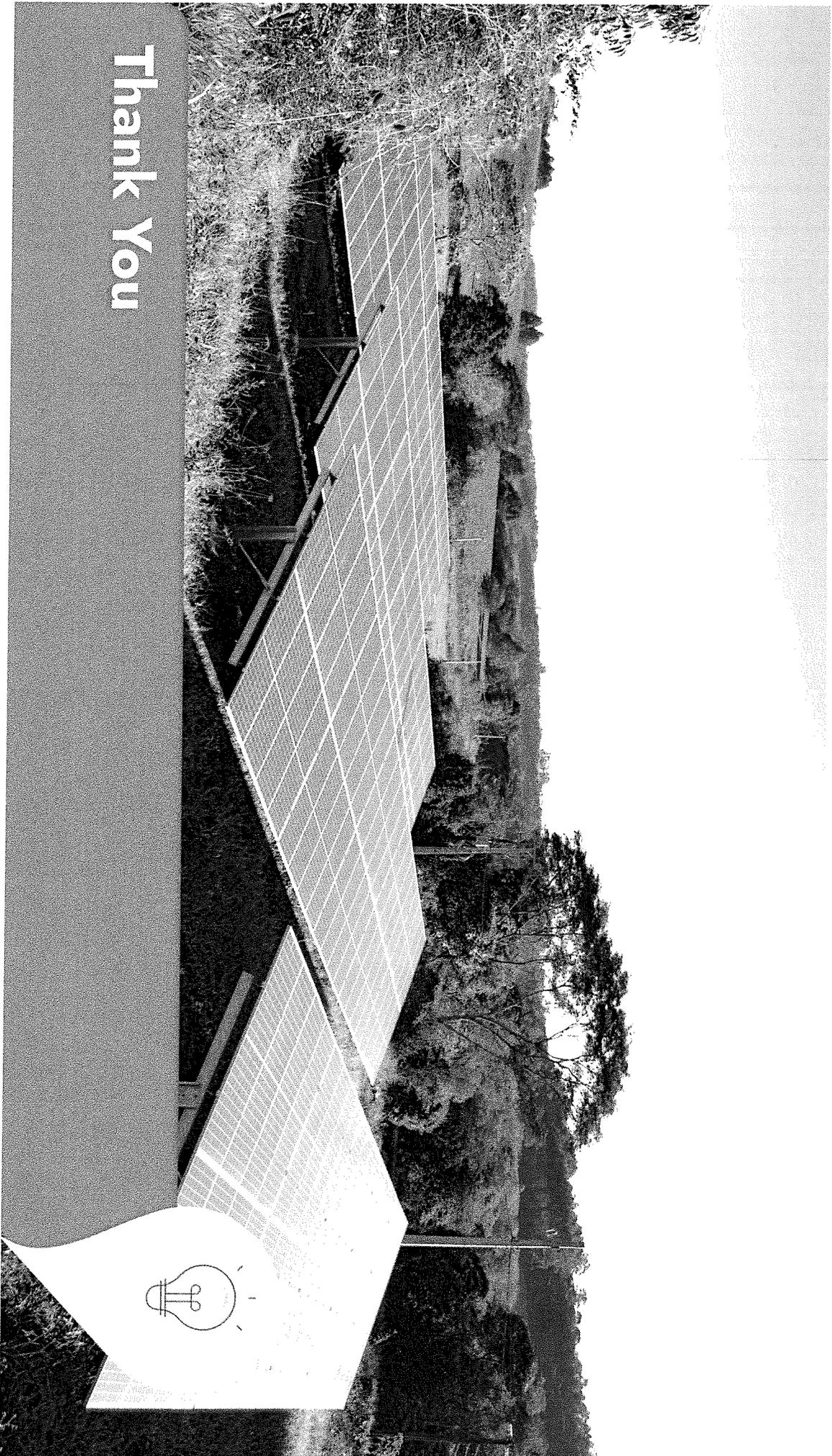
We're available to go over the terms and answer any questions for you.

3 Choose to enroll

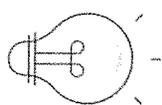
It's an easy process that can be as quick as 10 minutes.

4 Enjoy the benefits of community solar!

Reduce your electricity costs without hassle and support local sustainable energy



Thank You





COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

You, _____ (“Subscriber”), are entering into this Community Solar Subscription Agreement (“Agreement”) with Ampion, PBC, whose business address is 75 Arlington Street, Suite 500, Boston, MA 02116 (together with its successors and assigns in accordance herewith, the “Provider”) on _____, to take effect on the first date on which a Solar Facility to which one or more of Subscriber’s Utility accounts is assigned begins commercial operation (“Effective Date”).

By signing this Agreement, you agree to be legally bound to the following terms and conditions:

1. **Eligibility, Allocation, and Sale of Community Solar Bill Credits.**

- a. **Assignment to Solar Facility.** When capacity is available, your Utility Account(s) will be legally assigned to the owner of an existing or soon to be constructed community solar array (the “Solar Facility”), after which Provider will continue to provide the services described in this Agreement on behalf of the owner.
- b. **Subscriber’s Allocation.** Your allocation will be sized based on your historical consumption from the Utility and calculated as a percent of the estimated project capacity (“Allocation”). The Allocation will be displayed as a dollar credit toward the electric charges on your utility invoice, as further described in Section 2, below. Provider may adjust your Allocation from time to time as necessary to meet your consumption needs.
- c. **Calculation of Bill Credits and Bill Credit Discount.** Subject to the foregoing, for each Billing Period during the term of this Agreement, Provider shall allocate, sell, and facilitate delivery of the Bill Credits associated with your Allocation. The Utility will calculate the Bill Credits based on the value of the Bill Credits available during the applicable monthly billing period and the kWhs produced by your Allocation of the Solar Facility in that monthly billing period. Bill Credits will be identified as a separate line item on the bill. In exchange for you receiving the Bill Credits, the Provider will be paid an amount equal to the value of such Bill Credits minus the Discount Rate, as described further in Section 2, below. Provider makes no representations concerning the exact amount of Bill Credits that will be available during any Billing Period.
- d. **Confidentiality.** You agree that Provider may obtain and review information concerning your electricity usage from the Utility. This information includes but is not limited to: your electric utility account information, such as consumption history and billing determinants, and online Utility account login credentials. Without limiting Section 4(e), Provider will not disclose this information to a third party unless required by law or unless the third party is obligated to maintain confidentiality of such information and disclosure is reasonably necessary for administration of this Agreement. You may rescind this authorization at any time by terminating the Agreement pursuant to Section 5, below.
- e. **Utility Changes to Your Electric Service Account.** If the Utility changes or modifies your electric service account for any reason, you shall immediately notify Provider of such change or the extent of the modification, as well as provide to Provider a copy of the written notification from the Utility of such change or modification. This Agreement



shall be null and void upon notice of any such change or modification under this Section, if such change or modification is deemed to disqualify you by the terms of either the applicable utility tariff or Provider's additional requirements to qualify for purchasing Bill Credits. Provider reserves the right to terminate this Agreement upon notice to you as provided in Section 5(e) below if you fail to notify Provider of any changes or modifications to your Utility electric service account. You will forfeit the right to receive Bill Credits between the date of any change or modification to your electric service account and reinstatement of this Agreement, if applicable.

2. Payment for Community Solar Bill Credits.

- a. **Provider Invoices.** For each billing period ("Billing Period") from when the Utility begins allocating Bill Credits to your electric service account until the end of this Agreement, Provider shall provide you an invoice ("Provider Invoice") via email. Included in each Provider Invoice will be a line item identifying the payment due for the Bill Credits generated by your Allocation of the Solar Facility for such Billing Period, plus the amount of any sales tax payable by Provider with respect to such Bill Credits. No security deposit is required.
- b. **Payment.** Your payments to Provider of amounts invoiced under this Agreement shall be due and payment shall be made within thirty (30) days after Provider provides you with the Provider Invoice for such amounts. You may enroll to make automatic payments by automated clearing house (ACH) or credit card payments. Automatic payments will be processed beginning ten (10) days after invoice issuance. If paying by credit or debit card, a convenience fee of up to three and a half percent (3.5%) will be applied by our third-party payment processor. The exact dollar amount of the convenience fee will be displayed on Buyer's invoice. As an example:
- i. Buyer will pay \$90.00 for a \$100.00 bill credit if enrolled in ACH auto-pay.
 - ii. Buyer will pay up to \$93.15 for a \$100.00 bill credit if enrolled in credit or debit card auto-pay due to the convenience fee applied by our third-party payment processor.

Buyer may change its payment method from credit or debit card to ACH-auto-pay at any time. If Buyer changes their payment method and is charged the convenience fee for that month's invoice, Seller shall refund the convenience fee to Buyer in the next monthly invoice.

- c. **Utility Consolidated Billing.** Should your utility adopt utility consolidated billing or net crediting for community solar projects, you will not receive a separate invoice from the Owner. Instead, you will only receive your utility invoice, which will reflect your savings of 10% of the monetary value of the Bill Credits allocated to your account. For example, if your Bill Credit is worth \$100 and your subscription rate is 90%, your utility invoice will reflect a \$10 credit. Your utility will pay Provider the value of the Bill Credits minus



the Discount Rate. You should continue to pay your utility invoice as you have in the past.

- d. **Late Fee.** In the event you fail to pay any undisputed amount due hereunder by the date on which payment of such amount is due, Provider shall be entitled to charge you a late fee on such unpaid amount at a rate equal to the lesser of twelve percent (12%) per annum or the maximum rate allowed by law.
- e. **Credit Inquiry.** In connection with the transactions contemplated by this Agreement, you may be required to undergo a soft credit inquiry. You authorize Provider and its representatives (including Ampion, Inc.) to make such credit inquiry, and you authorize Provider and its representatives (including Ampion, Inc.) to share the results of your credit inquiry with each other. You understand that soft credit checks will have no impact upon credit.

3. **Mutual Cooperation/Dispute Resolution/Complaints.**

- a. **Amount Billed, Notice of Dispute.** If you, in good faith, dispute an amount billed by Provider through your Utility, as provided in this Agreement, you shall notify Provider of the basis for the dispute no later than the fifth (5th) business day after your receipt of the applicable Provider Invoice. The Parties agree to seek resolution in good faith. During the period in which the Parties are resolving the dispute, you shall not be required to make any payment on the disputed Invoice and the Provider shall not charge any late fee in connection with such Invoice. Within thirty (30) days after the resolution of the dispute, any required disbursements or payments shall be made to you or Provider, as applicable.
- b. **Amount Paid, Notice of Dispute.** If you, in good faith, dispute an amount paid to Provider by the Utility on your behalf, as provided in this Agreement, you shall notify Provider within six (6) calendar months from the date of such payment. The Parties agree to seek resolution in good faith. Within thirty (30) days after the resolution of the dispute, any required disbursements or payments shall be made to you or Provider, as applicable.
- c. **Other Complaint, Notice of Dispute.** If you, in good faith, wish to file any other complaint or dispute with Provider, you shall do so via written notice or electronic mail as soon as possible, pursuant to the notice provisions set forth in Section 11 of this Agreement.
- d. **Written Report.** You may, at any point during a dispute or complaint resolution process, request a written report from Provider detailing all attempts to resolve the complaint or dispute.
- e. **Arbitration.** Subject to the last two sentences of this paragraph, the Parties agree that if any dispute, claim or disagreement arising out of or relating to this Agreement (a "Dispute") cannot be resolved pursuant to the procedures described above, a Dispute shall be resolved exclusively by arbitration. The arbitration, including the selecting of the



arbitrator, will be administered by JAMS Inc. (“JAMS”), under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration or, should the Parties not reach agreement within thirty (30) days, pursuant to the Rules. The Parties delegate to the arbitrator sole power and authority to determine challenges to his or her jurisdiction and authority to resolve any dispute regarding the existence, scope, or validity of this Agreement and any issue of procedural or substantive arbitrability. This Agreement and any arbitration pursuant thereto shall be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either Party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at www.jamsadr.com. Each Party will bear the expense of its own attorneys, experts, and witnesses, regardless of which Party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other Party. Subject to clause (iv) below, the arbitration shall be held in Chicago, IL. The Party bringing the claim can choose to proceed by way of binding arbitration pursuant to JAMS’ rules or, alternatively, can bring an individual action in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures) within the scope of such court’s jurisdiction. If any such individual action is transferred or appealed to a different court, however, the opposing Party may elect arbitration and, if it does so, the Parties agree that the matter will be resolved by binding arbitration pursuant to the terms of this Agreement.

- i. Only Disputes involving the Parties may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a Party. If either Party arbitrates a Dispute, neither Party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on either Party’s behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non- representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the Parties.
- ii. The arbitrator shall only have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change, alter the terms of this Agreement or award relief or remedy specifically limited by this Agreement, or to make any award that would extend to any transaction other than the transaction between the Parties under this Agreement. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the



Parties. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise but specific and supported written statement of the essential findings and conclusions on which the award is based.

- iii. BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES AND AS PROVIDED EXPRESSLY HEREBY. FURTHER, NEITHER PARTY SHALL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- iv. If you are an individual consumer qualifying for the "JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness": (A) if you initiate arbitration against the Provider, the Provider will bear all costs charged by JAMS, except you will be required to pay two hundred fifty dollars (\$250); (B) if the Provider initiates arbitration against you, it will pay all costs charged by JAMS; and (C) at your request, you may elect for an in-person hearing in your hometown area.

4. **Subscriber's Acknowledgments.** You acknowledge and agree to the following terms:
- a. **Purchase of Community Solar Bill Credits.** You understand that the Solar Facility will deliver electricity to the electric grid and not directly to your premises. The Utility will make all calculations and determinations regarding the amount of the Bill Credits to be applied to your electric account with the Utility. Your Bill Credits will be paid to Provider as described in Section 2 of this Agreement
 - b. **No Guarantee of Cost Savings.** Subscriber is aware that the Subscriber's net cost of electricity may or may not be reduced as a result of entering into this Agreement, depending on, among other factors, the amount of electricity generated by the Solar Facility and fluctuations in the Subscriber's rates for electricity.
 - c. **Subscriber's Bill Credits Are Not Securities.** You acknowledge that:



- i. Provider makes no warranty or representation concerning the implication of any federal or state securities laws on the transactions contemplated by this Agreement;
 - ii. You are the sole party in interest agreeing to the terms of this Agreement and is acquiring Bill Credits as a commodity for personal consumption for its own account, not for investment or speculation and not with a view to the resale or other distribution thereof, in whole or in part; and
 - iii. This Agreement and the Bill Credits have not been registered under the Securities Act of 1933, as amended, and the regulations promulgated thereunder, or registered or qualified under the securities laws of the state in which you reside or are located based in part upon the representations of Subscriber contained herein.
- d. **Ownership and Environmental Attributes.** You understand that you have no ownership interest in the profits or losses of the Solar Facility and will not otherwise be entitled to any profit related to the Solar Facility or by entering into this Agreement; nor can you claim any environmental, tax or other credits (whether renewable energy, carbon offset, or other), rebates or other subsidies or benefits available to solar arrays or renewable energy sources generally, other than the Bill Credits, except to the extent, if any, expressly provided for in this Agreement. You will not claim to have generated or used clean, renewable, or solar energy.
- e. **Data Privacy.** You understand that Provider collects your personal information, including, but not limited to, electric utility account information, such as historical usage, service address, name, online Utility account login credentials, as well as government-issued identification numbers, financial and banking information, and contact information and Provider uses such information only for identification purposes; establishment, maintenance and service of subscriber accounts; communication with subscribers; facilitation of payments; compliance with any government or legal reporting or disclosure requirements; and operation, maintenance and improvement of Provider's business and the products and services Provider provides to subscribers. Provider also shares this information with its subsidiaries, affiliated companies or other third parties that assist Provider in providing you with services under this Agreement.
- f. **Taxes.** You acknowledge and agree that neither Provider nor Owner make any representations or warranties concerning the tax implications of the Bill Credits provided to you.
- g. **No Guarantee.** YOU UNDERSTAND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SOLAR FACILITY OR ITS INSTALLATION, THE



VALUE OF THE BILL CREDITS, OR ANY SAVINGS REALIZED BY THIS AGREEMENT.

5. Term and Termination of Agreement.

- a. Initial Term and Renewal Period.** The initial term of this Agreement is ten (10) years (the “Initial Term”) and shall commence upon the date Provider issues the first Provider Invoice to you. Upon the expiration of the Initial Term, and unless you request termination, the term of this Agreement shall be automatically renewed for an additional term of ten (10) years under the same terms and conditions stated herein (each, a “Renewal Term”), and shall continue to renew for an additional Renewal Term of ten (10) years at the end of each subsequent Renewal Term unless terminated by either Party upon written notice in accordance with the following clauses in this Section 5. Provider will send notice of the upcoming termination date and automatic renewal date to you, separate from any invoice, at least sixty (60) days but no more than ninety (90) days prior to the end of the Initial Term and any Renewal Term. You hereby consent to receive this information via electronic mail, subject to Section 12 of this Agreement.
- b. Termination by Subscriber.** Notwithstanding anything to the contrary contained herein, you may terminate this Agreement within three (3) business days of signing this Agreement or, beginning on the third anniversary of the Effective Date, by giving Provider at least twelve (12) months prior written notice of termination in accordance with Section 11 of this Agreement, stating the termination date. There is no fee for any such termination of this Agreement.
- c. Termination by Provider.** Notwithstanding anything to the contrary contained herein, Provider may terminate this Agreement at any time by giving you written notice in accordance with Section 11 of this Agreement that it will no longer allocate Bill Credits to you. Such notice will specify the date as of which Bill Credits will no longer be allocated, and such date shall serve as the effective date of termination of this Agreement.
- d. Survival of Provisions.** The obligations of the Parties hereunder which by their nature survive the termination of this Agreement shall survive and inure to the benefit of the Parties including but not limited to Sections 2, 3, 5(d), and 9-12. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the fullest extent permitted by law and shall survive termination of this Agreement, regardless of the reason therefore.

6. Events of Default.

- a.** Your failure to pay any undisputed sum payable to Provider when due shall constitute an “Event of Default” under this Agreement, except, without limiting Provider’s right to charge a late fee pursuant to Section 2(c), that you shall be entitled to written notice of a late payment on two (2) occasions within any rolling period of three hundred sixty-five (365) consecutive days and such failure shall not be an Event of Default on such



occasions if the amount due is received by Provider within five (5) days after your receipt of Provider's notice of late payment.

- b. Your assignment, transfer, encumbrance, or sale of this Agreement in contravention of Section 7(a) shall constitute an "Event of Default" under this Agreement.
- c. Immediately upon an Event of Default, Provider may, in its sole discretion, terminate this Agreement by giving you written notice in accordance with Sections 5(c) and 11 of this Agreement and allocate and/or assign to a third party the Bill Credits and electricity generated by the Solar Facility allocated to you by the terms of this Agreement.

7. Subscription Assignment and Change of Utility Service Location.

- a. **Subscriber's Rights.** You may not assign this Agreement to another subscriber at a Utility Service Location within the service territory of the same Utility. You may change your Utility Service Location for which the Bill Credits are applied, so long as
 - i. you provide written notice to Provider, pursuant to Section 11 of this Agreement of the new Utility Service Location at least ninety (90) days prior to the desired effective date of such assignment,
 - ii. the Utility provides electric service to the new Utility Service Location,
 - iii. Provider provides express written consent; and
 - iv. you otherwise continue to qualify under the applicable utility tariff and Provider's additional requirements for the purchase of Bill Credits. If you fail to provide notice within the time period specified in clause (i) above, Provider may charge you for any Bill Credits allocated to the original Utility Service Location prior to the Utility's implementation of such assignment. The change in the applicable Utility Service Location will be effective only upon the Utility allowing Provider to make such change. Provider will not be liable for any Bill Credits lost as a result of any change of Utility Service Location. Once such change becomes effective, the new Utility Service Location you provide (if any) will be deemed to replace the Utility Service Location identified on the signature page hereto as of the Effective Date, and this Agreement shall be deemed amended without any exchange of signatures by the Parties.
- b. **Provider's Rights.** The Provider may assign, transfer, lease or sublease any of its rights or obligations hereunder without the consent of or notice to you.

- 8. Force Majeure.** If a Force Majeure Event (as defined in paragraph d, below, of this Section 8) delays or prevents Provider's performance of all or some of its obligations under this Agreement, Provider will be excused from whatever performance is delayed or prevented by the Force Majeure Event, provided that:



- a. **Scope of Suspension.** Provider's suspension of performance of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (for example, when a Force Majeure Event is over, Provider will use commercially reasonable efforts to make any repairs that became necessary because of the Force Majeure Event).
 - b. **No Excuse of Obligations.** No Provider or Subscriber obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event; and
 - c. **Notice of Force Majeure Event.** Provider provides notice in accordance with Section 12 to Subscriber of the Force Majeure Event within a reasonable period of time after Provider learns of the occurrence thereof, describing the particulars of the occurrence and the anticipated period of suspension of or delay in Provider's performance of its obligations.
 - d. **Definition.** For purposes of this Agreement, the term "Force Majeure Event" means any event, condition or circumstance beyond the reasonable control of Provider and not caused by Provider's fault or negligence. Force Majeure Events shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Solar Facility caused by: flood, fire, lightning, earthquake, tornado, hurricane, epidemic, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow-down, any failure of the electrical grid, any failure of equipment not utilized by Provider or under Provider's control, or any failure of the Solar Facility to produce electricity not caused by Provider's fault or negligence.
 - e. In addition to Force Majeure Events, Provider shall provide notice to Subscriber when the Solar Facility is out of service for more than three (3) business days, through the following means: Provider or its agent will provide notice in accordance with Section 11 of this Agreement within three (3) business days of becoming aware of an outage. The notice will include an estimate of the duration of the outage and an estimate of the production that will be lost during the outage.
9. **Miscellaneous.** This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and there are no other agreements, written or oral, between the Parties regarding the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be deemed but one agreement. This Agreement shall be governed by the internal laws of the State of Illinois, without regard to the conflicts of laws principles thereof. Except as expressly provided herein, this Agreement may not be amended except pursuant to a writing executed by both Parties. No delay or failure by any Party in enforcing any of such Party's rights hereunder shall be deemed a waiver of any such right.
10. **Limitation on Damages.** Notwithstanding anything to the contrary contained in this Agreement, (a) the liability of either Party or its affiliates to the other Party arising under or in connection with this Agreement shall be limited to actual, direct damages and shall



exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise and (b) the Provider's maximum liability under this Agreement shall not exceed an amount equal to three months of the average amount invoiced to Subscriber under this Agreement.

- 11. Notice Provisions.** You warrant possession of a valid and active email address. All notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, via electronic mail, shall be effective upon delivery, and shall be, delivered or transmitted electronically, in each case to the electronic mail address, as applicable, specified below for such Party or such other address or electronic mail address as such Party may, after signing of this Agreement, designate to the other Party by notice in accordance with this Section 11:

To Provider:

Ampion Renewable Energy
75 Arlington Street, Suite 500
Boston, Massachusetts 02116
Telephone No: (800) 277-3631
Attention: Ampion Renewable Energy
Email: help@ampion.net

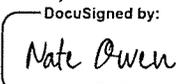
To Subscriber:

Name:
Address:
City/State:
Zip code:
Telephone No:
Email:



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by or on behalf of the Parties as of the Effective Date.

AMPION, PBC

By: 
Name: Nathan Owen

Title: CEO

Date: 4/19/2024

SUBSCRIBER:

By:

Name:

Title:

Org:

Date:



Authorization Agreement for Recurring Online Payment

A. Instructions

1. This form is required to authorize Solar Farm Owner ("Owner") and/or its affiliates, successors and/or assignees to:
 - Establish a Designated Payment Account for payment of recurring monthly Community Distributed Generation Credit Payments ("Bill Credits")
 - Change the banking or financial institution information on an existing Designated Payment Account.
2. By executing this form, you authorize the Owner or its Agent(s) to process automatic payments from the Designated Payment Account you provided during enrollment using the secure online customer portal, pursuant to the **Community Solar Bill Credit Purchase and Sale Agreement**.
3. Thoroughly read the Terms and Conditions in Section B before completing this form. The Terms and Conditions in Section B are a part of, and incorporated into, this form. Contact your customer care representative with any questions.
4. Retain a copy of this form.
5. Complete all required fields identified below and enter payment information in the secure online customer portal.

Buyer Name*	
Address 1*	
Address 2*	
City*	
Zip Code*	

Signature Section. By signing below, you acknowledge that you have received, read, and agree to the incorporated "Terms and Conditions" in Section B and confirm the accuracy of the information provided above.

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Buyer Signature*

Date*



Authorization Agreement for Recurring Online Payment

B. Terms and Conditions

1. I (We) do hereby authorize the Owner or its Agents(s) to initiate monthly recurring payments to my (our) account(s). I further authorize the Owner or its Agent(s) to initiate an adjusting or correcting entry as necessary. This authorization is for all payments due under the Community Solar Bill Credit Purchase and Sale Agreement with the Owner (the "Agreement").
2. If you choose a credit/debit card as the method of payment for your subscription, please note that a convenience fee of up to 3.5% applies. The exact dollar amount of the convenience fee will be displayed on your first invoice. Also, you authorize the Owner or its Agent(s) to process periodic card pre-authorizations to ensure the card remains valid and that sufficient funds will be available prior to billing. You understand that these pre-authorizations will place a temporary hold on funds which will normally expire after several days, the length of the hold being dependent on your card funding institution. If a pre-authorization fails, you agree to provide an alternative Designated Payment Account using the secure online customer portal.
3. This authorization is to remain in full force and effect until the termination of the Agreement.
4. You are obligated to notify the Owner of any changes to your payment information. Notification of such changes to an existing account must be received at least 10 business days prior to the next draft date to be in effect as of that draft date.
5. Under federal law, you have the right to stop an automatic payment. You must give at least three (3) business days oral or written notice to the Owner before the scheduled payment date in order to stop an automatic payment. The Owner shall be required to give email notifications and/or online access to the amount(s) and due date(s). If the above payment dates fall on a weekend or holiday, you understand that the payments may be executed on the next business day.
6. You understand that if your initial payment failed, the Owner may at its discretion attempt to process the charge again within 30 days, any fees associated with non-payment or late payment will be added to your subsequent invoice. No payments due to the Owner will be considered "paid" until the Owner receives the funds in full.
7. The Owner will incur no liability as a result of a withdrawal being dishonored by your financial institution.

Limitation of Liability. You acknowledge and agree that the Owner bears no liability or responsibility for any losses incurred due to any delay in the actual date on which your bank/card account is debited. In order to process the electronic funds transfer, you must have sufficient funds available in the bank/card account provided. Additionally, you are responsible for any fees the account-holding financial institution may charge for electronic payments. You hereby agree to be bound by any rules the account-holding financial institution requires for automatic electronic payments.

Unauthorized Withdrawals. In the event that you believe that an unauthorized withdrawal has been taken from your account, or in the event of any other potential dispute or error, you must immediately notify the Owner at help@ampion.net, or by calling 800-277-3631.

Confidentiality/Security. All information provided on this form and captured in the secure online portal is stored with a third-party Tier 1 PCI Compliant Payment Processor (the highest level of security). All online transactions are processed with point-to-point encryption to protect your sensitive payment



information. Ampion does not store your Payment credentials. After verification, Ampion retains tokenized keys that refer to your payment credentials. For compliance reasons, Ampion retains these keys for a period of no less than 180 days after the last payment has settled or you cancel your account, whichever is later. Ampion will honor your request to remove the Payment credential keys, if the request is received in writing to help@ampion.net and subject to the Data Retention policy above.

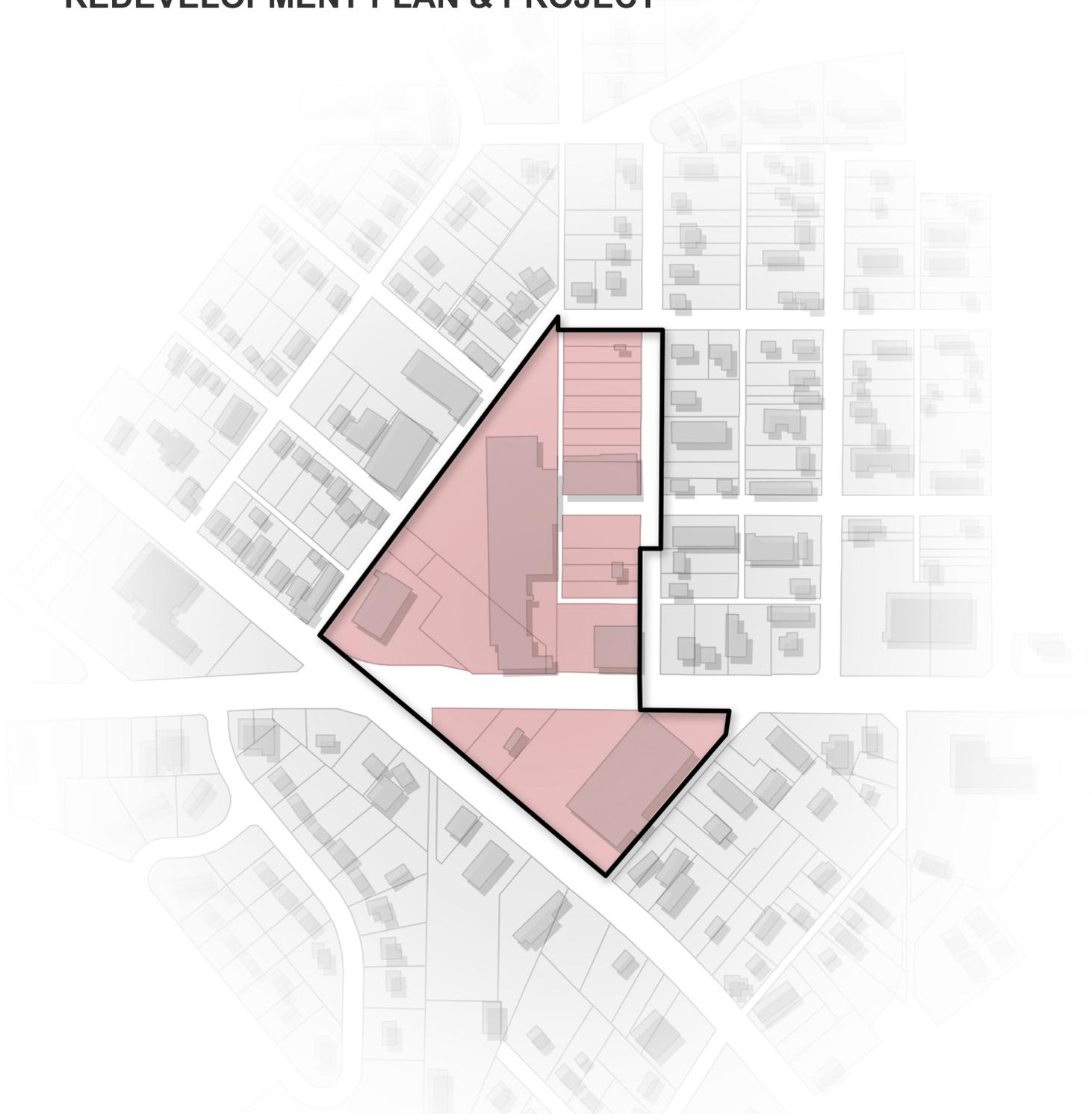
To terminate your authorization or report alleged unauthorized transfers, please contact:

Phone: 800-277-3631

Email: help@ampion.net

BELLEVUE PLAZA TIF DISTRICT

TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT



THE CITY OF
BELLEVILLE, IL
June 5, 2024



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SECTION I. INTRODUCTION

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

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

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

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

SECTION II. ELIGIBILITY FINDINGS FOR THE AREA

A. Introduction

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

B. Statutory Requirements

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

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

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

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

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

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

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

Legend

 Bellevue Plaza TIF District Boundary

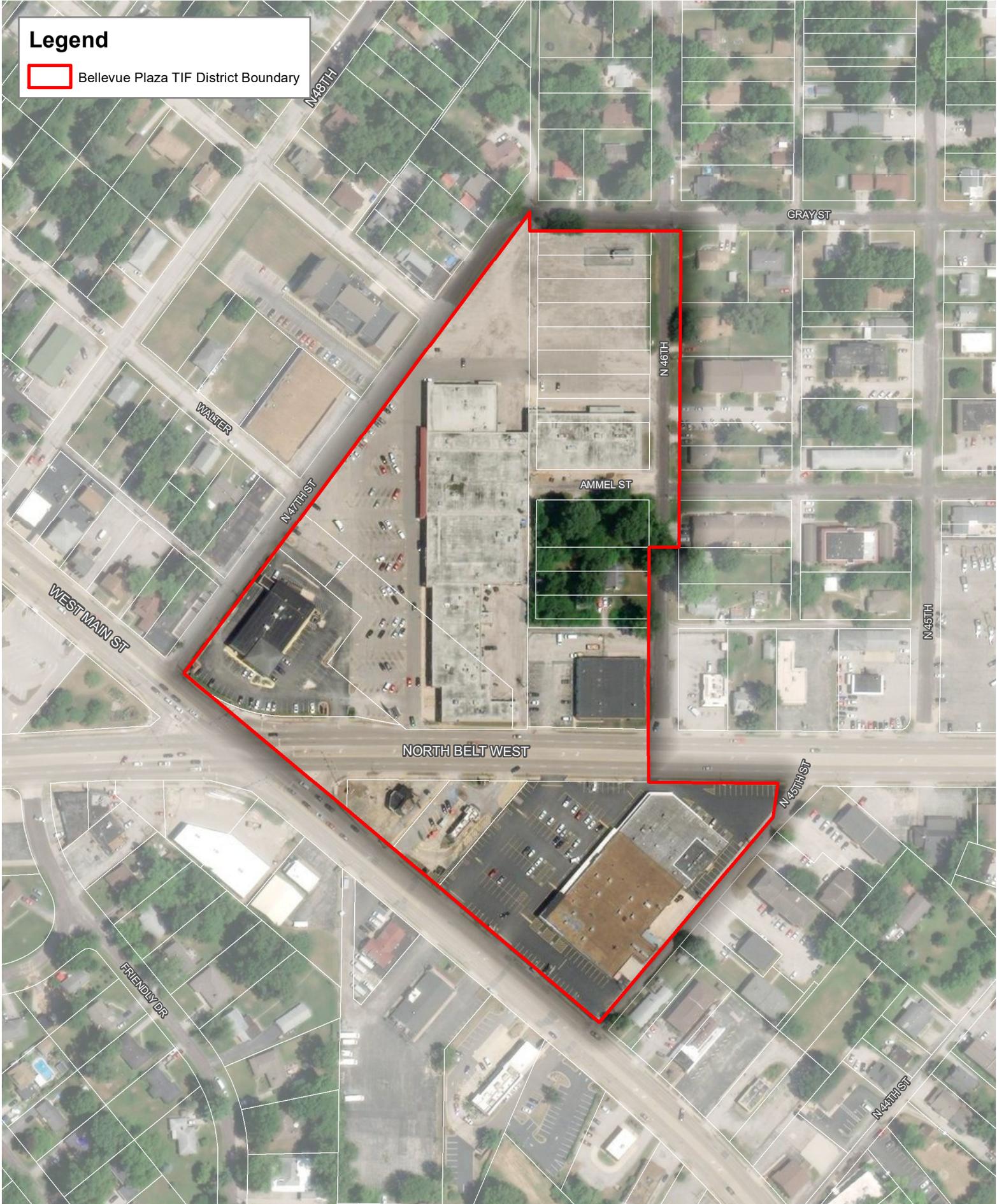


EXHIBIT A - BOUNDARY MAP
BELLEVUE PLAZA TIF DISTRICT
Bellevue, IL



Legend

 Bellevue Plaza TIF District Boundary

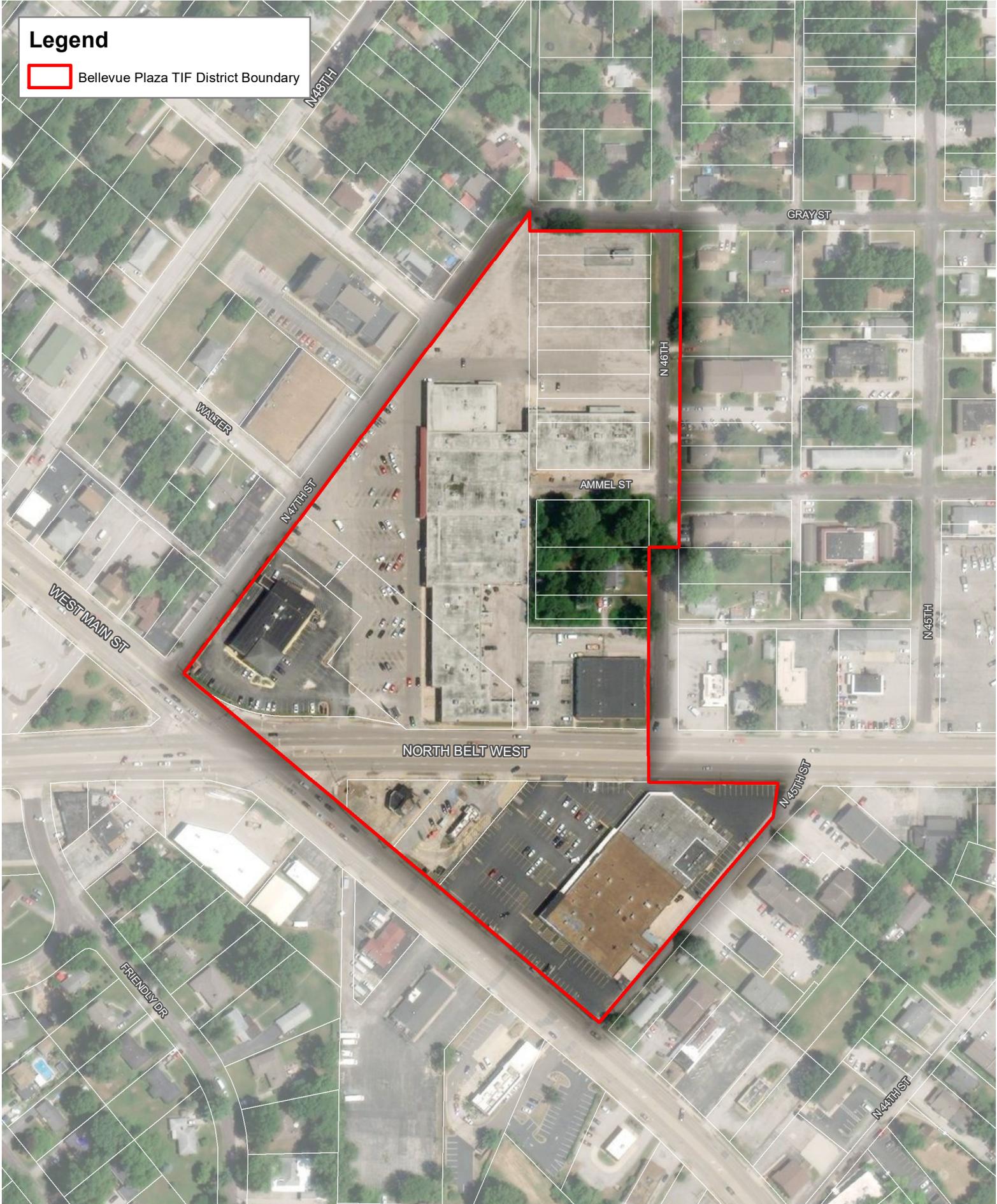


EXHIBIT A - BOUNDARY MAP
BELLEVUE PLAZA TIF DISTRICT
Bellevue, IL



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

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

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

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

C. Methodology of Investigation

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

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

D. Eligibility Findings for the Area

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

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

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

QUALIFICATIONS OF THE DEVELOPED PORTION OF THE AREA

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

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

Legend

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

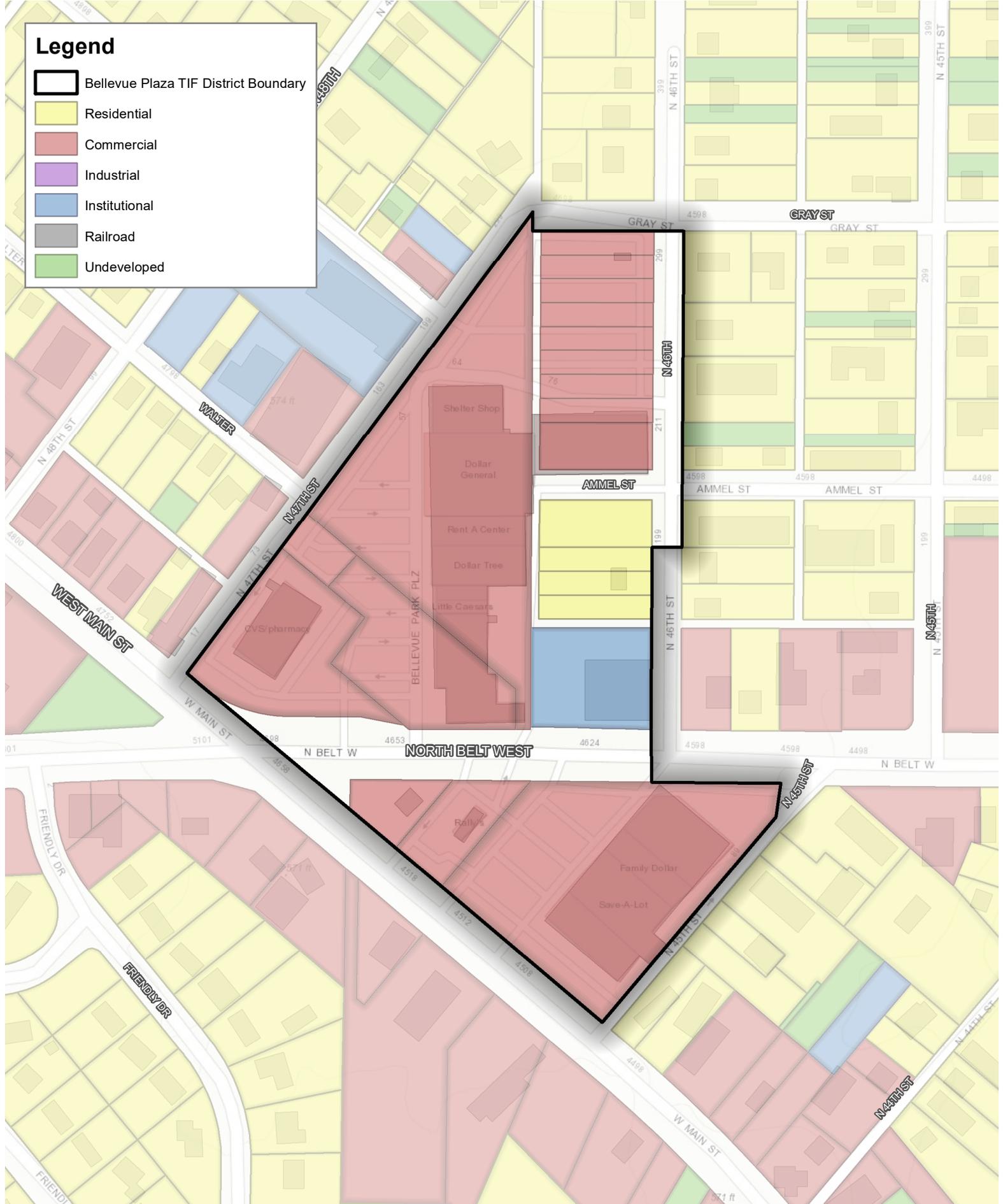


EXHIBIT B - EXISTING LAND USE
BELLEVUE PLAZA TIF DISTRICT
 Belleville, IL



Legend

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

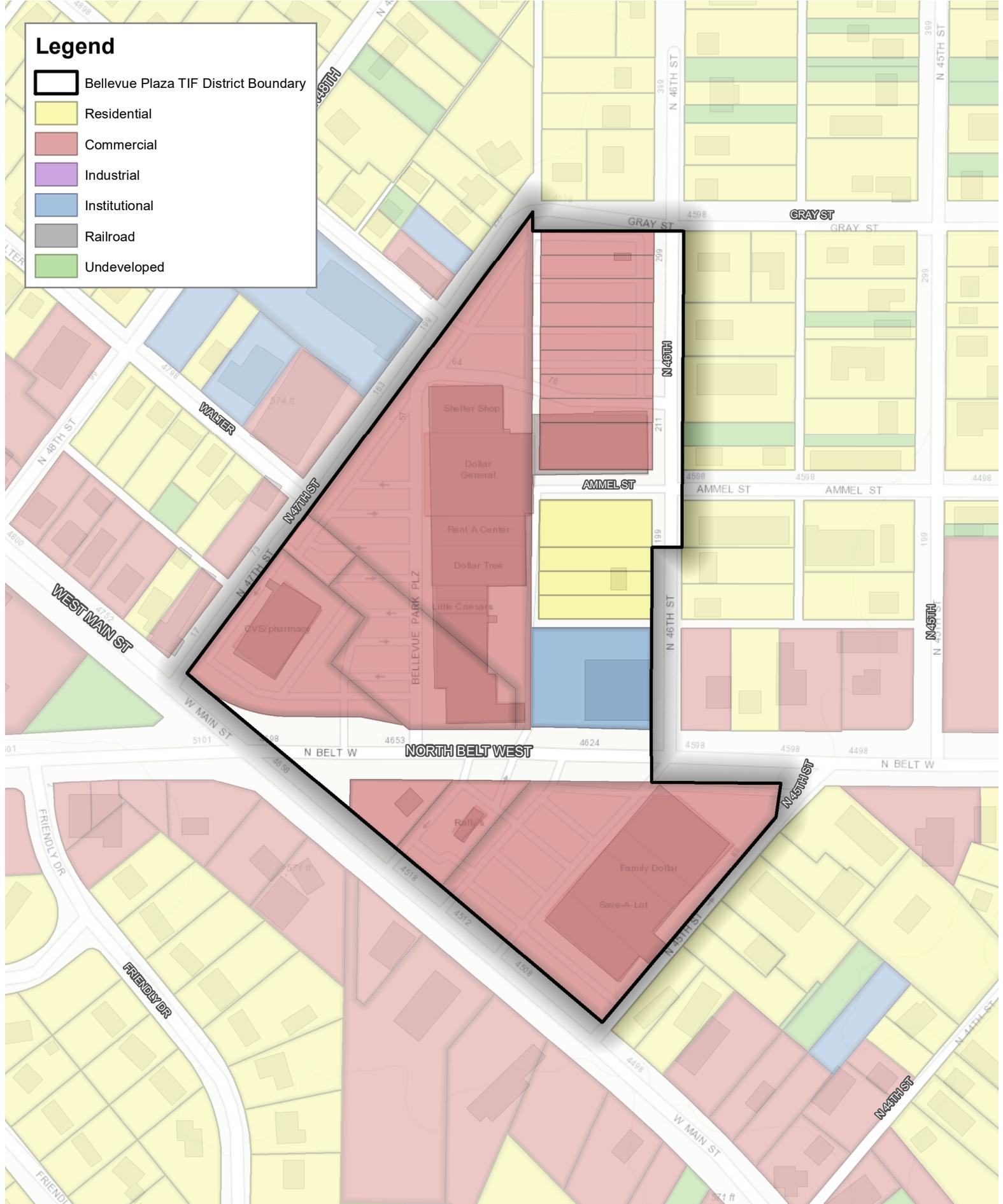


EXHIBIT B - EXISTING LAND USE
BELLEVUE PLAZA TIF DISTRICT
 Belleville, IL



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

- **Deterioration**

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

- **Excessive Vacancies**

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

- **Deleterious Land Use or Layout**

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

- **Lack of Community Planning**

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

- **Stagnant or Declining Property Values**

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

TABLE A - PROJECT AREA & CITY BALANCE GROWTH RATES

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

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

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

³Total City EAV Minus the EAV of the Parcels in the Project Area.

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

TABLE B - PROJECT AREA & CPI GROWTH RATES

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

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

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

QUALIFICATIONS OF THE VACANT PORTIONS OF THE AREA

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

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

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

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

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

- **Stagnant or Declining Property Values**

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

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

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

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

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

E. Summary of Factors

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

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

All of the qualifying factors are presented in Table C.

TABLE C - QUALIFICATION FACTORS MATRICES

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

F. Conclusion

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

SECTION III. FINDINGS OF NEED FOR TAX INCREMENT FINANCING

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

A. The Redevelopment Area Exceeds the Statutory Minimum Size

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

B. The Redevelopment Project Area is Contiguous

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

C. All Properties Included will Substantially Benefit

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

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

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

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

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

F. The Redevelopment Plan Meets the Statutory Timeframe

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

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

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

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

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

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

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

Belleville School District #118/High School District #201

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

St. Clair County

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

Southwestern Illinois College District #522

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

Belleville Public Library

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

Belleville Township

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

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

SECTION IV. REDEVELOPMENT PLAN

A. Introduction

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

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

B. General Use Plan

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

C. Objectives

The objectives of the Redevelopment Plan are to:

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

D. Policies

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

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

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

E. Redevelopment Project

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

1. Private Redevelopment Activities

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

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

2) Public Redevelopment Activities

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

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

Legend

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

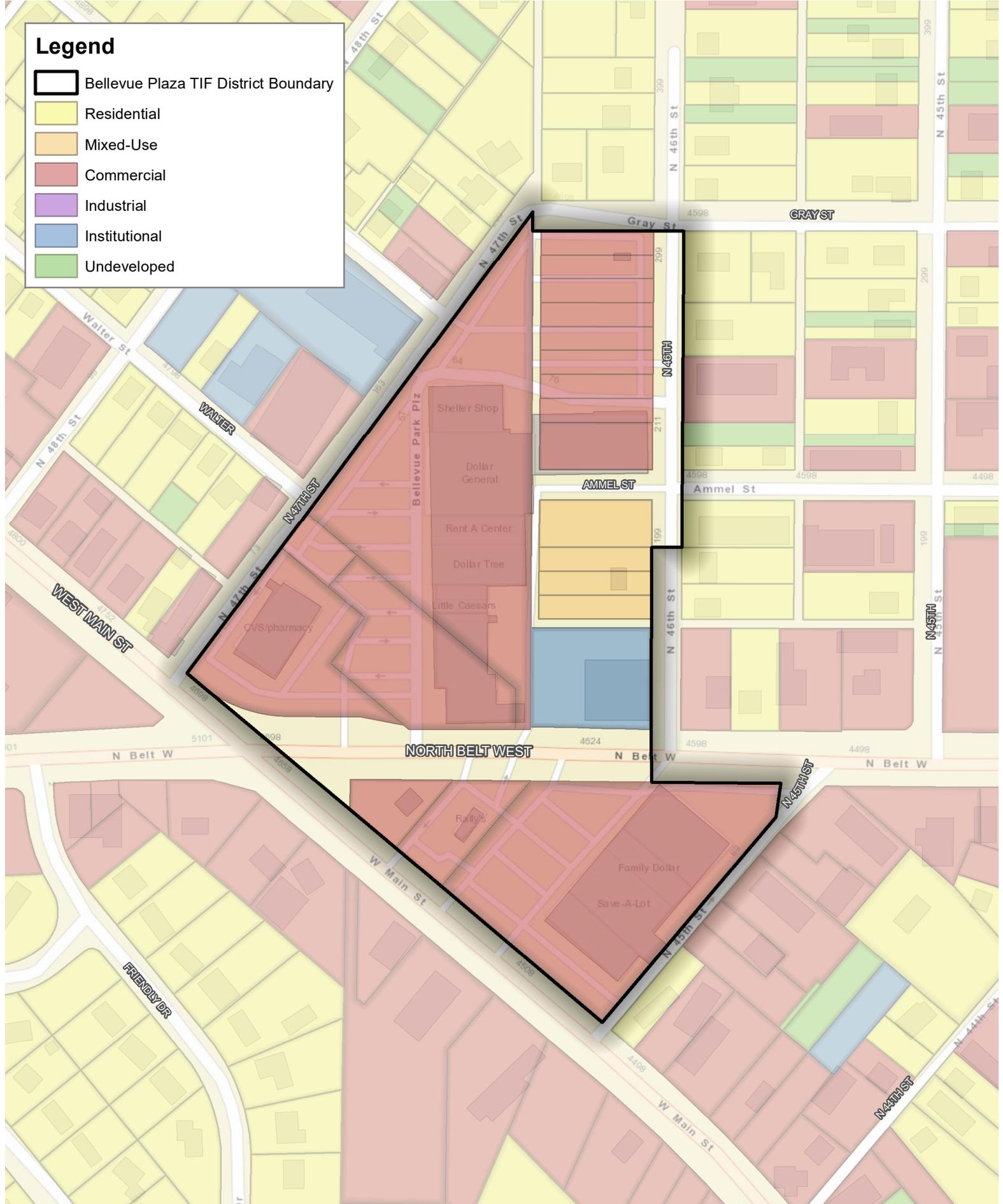


EXHIBIT C - GENERAL LAND USE PLAN
BELLEVUE PLAZA TIF DISTRICT
 Belleville, IL



Legend

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

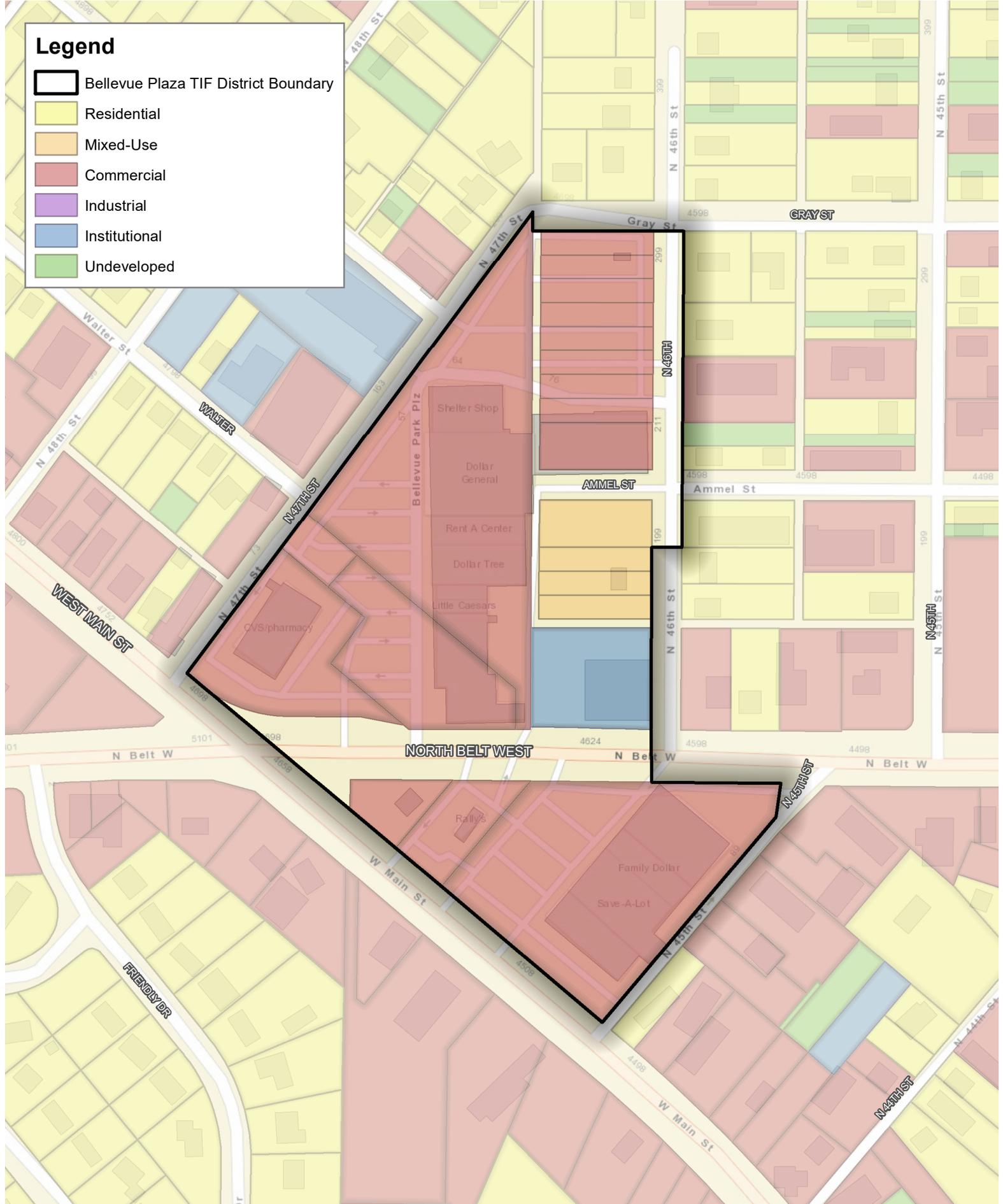


EXHIBIT C - GENERAL LAND USE PLAN
BELLEVUE PLAZA TIF DISTRICT
 Belleville, IL



SECTION V. IMPLEMENTATION STRATEGY

A. Introduction

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

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

B. Estimated Redevelopment Project Costs

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

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

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

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

C. Estimated Budget for Redevelopment Project Costs

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

TABLE D - ESTIMATED BUDGET FOR REDEVELOPMENT PROJECT

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

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

D. Most Recent Equalized Assessed Valuation

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

E. Redevelopment Valuation

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

F. Source of Funds

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

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

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

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

G. Nature and Term of Obligation

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

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

H. Fair Employment Practices and Affirmative Action

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

I. Certifications

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

SECTION VI. AMENDING THE TIF PLAN

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

SECTION VII. REPORTING AND MEETING

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

APPENDIX A LEGAL DESCRIPTION

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APPENDIX A – LEGAL DESCRIPTION

THE AREA AS DESCRIBED BELOW INCLUDES PARTS OF SECTIONS 7 AND 18 IN TOWNSHIP 1 NORTH RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 962 FEET TO THE NORTHERNMOST CORNER OF ST. CLAIR COUNTY ASSESSOR'S PARCEL (HEREAFTER REFERRED TO AS "ASSESSOR'S PARCEL") WITH PIN 08-07.0-417-001; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAY STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 252 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 529 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0428-000; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 50 FEET TO THE SOUTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0-422-013, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 391 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH BELT WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 215 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 45TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 506 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 905 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET, AND POINT OF BEGINNING.

DISTANCES REFERENCED ARE CALCULATED IN ACCORDANCE WITH THE ILLINOIS COORDINATE SYSTEM ACT (765 ILCS 225/1), MORE PRECISELY DEFINED AS THE ILLINOIS COORDINATE SYSTEM, WEST ZONE, BASED ON THE TRANSVERSE MERCATOR PROJECTION OF THE NORTH AMERICAN DATUM 1983.

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APPENDIX B PARCEL ID LIST

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APPENDIX B - PARCEL ID LIST

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

DEVELOPMENT AGREEMENT

This agreement made this 19th day of August, 2024 by and between the City of Belleville, Illinois (the "City") and **Indus365 Belleville LLC ("Indus 365 Belleville LLC")**:

WITNESSETH:

WHEREAS, Indus 365 Belleville LLC intends on investing a minimum of \$1,200,000.00 to acquire and complete the remodeling of the existing facility located at 360 S. Greenmount Road in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which **Indus 365 Belleville LLC** would provide jobs at said location.

Responsibilities of the City of Belleville

1. Reimburse Indus 365 Belleville LLC. up to \$300,000.00 from the special 3% Gross Receipt funds, for the acquisition, remodeling and renovation of the existing facility located at 360 S. Greenmount Road, after receipt of documentation of costs incurred. Payments will be due to Indus 365 Belleville LLC. in yearly installments totaling 1% of the annual Gross Receipt Funds not to exceed \$100,000.00 in any budget year. The first payment to be paid no earlier than May 1, 2025 and the following annual payments no earlier than May 1st the following year. Reimbursement for annual receipt funds cannot exceed 5 budget years.

Responsibilities of Indus 365 Belleville LLC

- A. Invest no less than \$1,200,000.00 for the acquisition and remodeling of the existing facility located at 360 S. Greenmount Road no later than October 31, 2024; and,
- B. Commit to create (6) FTE jobs within the first year of operation, and;
- C. Commit to create (2) additional PTE jobs within two years of operation, and;
- D. Commit to annual sales subject to sales tax of no less than \$3,500,000.00, and;
- E. Indus 365 Belleville LLC and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- F. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Indus 365 Belleville LLC**, fails to meet its obligations under Sections (A), (B), (C), (D), (E), or (F) of the section entitled "Responsibilities of **Indus 365 Belleville LLC**" of the Development Agreement, all public funds provided under (1) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

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

3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President’s executive order no. 11246, as amended (prevailing wage).
8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Indus 365 Belleville LLC** with respect to the subject matter hereof.
9. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of costs incurred as outlined in the section titled “Responsibilities of **Indus 365 Belleville LLC**”.
10. Compliance Reporting. Agree to submit Annual Certification of Compliance with Development Agreement form to document compliance with items as outlined in the section titled "Responsibilities of **Indus 365 Belleville LLC**". Such reporting is required for the life of the agreement, which is defined as the timeframe of the commitment to remain and operate at the project location as identified in the section titled "Responsibilities of **Indus 365 Belleville LLC**".

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

By: _____
 MAYOR

ATTEST: _____
 CITY CLERK

INDUS 365 BELLEVILLE LLC
 360 S. Greenmount Road
 Belleville, IL 62221

By: _____
 KRISHNA BALAKRISHNAN, PRINCIPAL



ECONOMIC DEVELOPMENT, PLANNING & ZONING DEPARTMENT
MEMORANDUM

Meeting Date: November 6, 2024

To: Planning Commission

From: Clifford Cross, AICP
Director

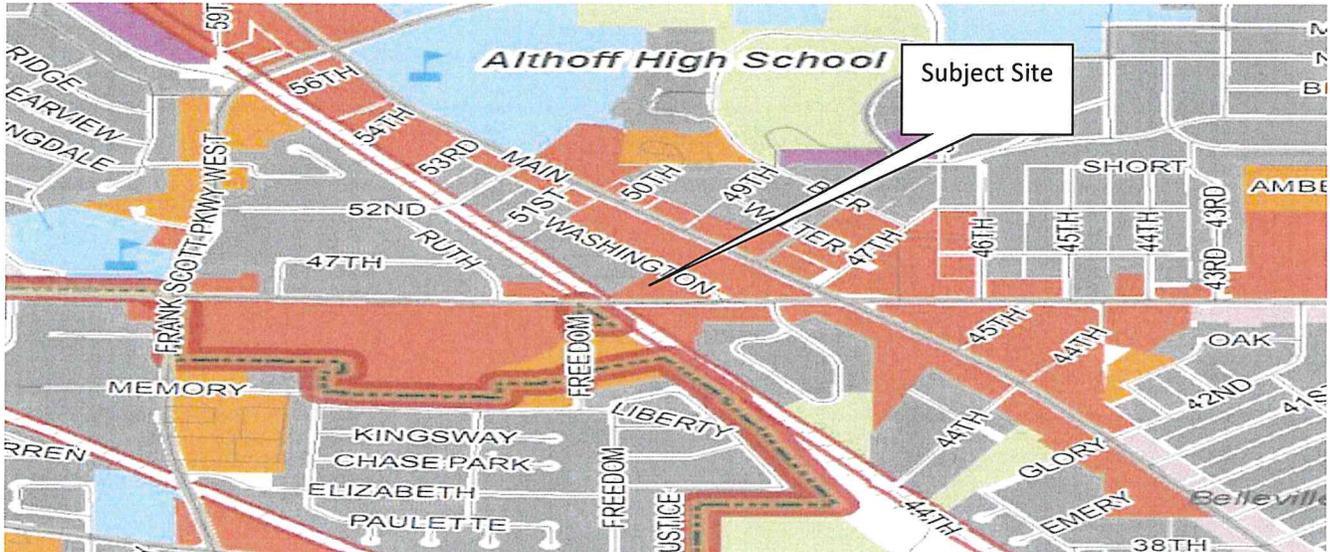
Subject: **Regions Bank – R. Mark Naylor (Agent):** Site Plan approval for the construction of an approximate 3,700 square foot commercial bank branch building, with 33 on-site parking spaces and 3 drive thru lanes that is located on an approximate 1.15 acre vacant lot that houses predominately non utilized parking spaces. The lot is located within a “C-2” (Heavy Commercial) district. (Parcel # – 08-07.0-420-024) Ward 8.

Actions Requested: The applicant Regions Bank is requesting a recommendation by the Planning Commission to the City Council for the above-referenced submittal.

Property Description: The subject site is approximately 1.15 acres and is located at the property legally defined as “LOTS 19, 20 AND 21 WESTS SUBDIVISION AS RECORDED IN PLATE BOOK 309”.

Surrounding Zoning & Land Uses: The subject site is zoned “C-2” Heavy Commercial District and is surrounded by “C-2” Heavy Commercial District to the north, east and west. There is “A-1” Single-Family Residence District to the northwest.

Comprehensive Plan: The subject lot is designated as General Commercial (Orange). Surrounding lots to the north, south, east and west are designated as General Commercial (Orange). Lots to the northwest are designated as Neighborhood Conservation (Dark Gray).



Background: According to records the site consists of four combined lots totaling approximately 1.15 acres that houses overflow parking for the existing bank.

Proposed Vehicle Access: Ingress and egress to the site is proposed via a new curbs cut off of North Belt West and West Washington Street. There are 33 proposed parking spaces and 3 drive thru lanes with stacking spaces.

Analysis: Per the Applicants' submission, the applicant is requesting to construct an approximate 3,700 square foot commercial bank branch.

Planning Commission Action: The Planning Commission has the following options when considering a Site Plan application:

- Recommend approval as submitted, pending clarification of the above referenced review comments.
- Recommend approval with additional conditions.
- Tabling the agenda item to a specific date with clarification of intent and purpose
- Recommend denial

City Council Action: Should the Planning Commission act and make a recommendation on this agenda item, then the Site Plan is expected to be forwarded for City Council action on Monday, November 18, 2024.

Attachment: Application; Site Plan Materials



CITY OF BELLEVILLE
ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT

APPLICATION FOR SITE PLAN

Subject Property Address: 5401 North Belt West

Is this property in a Historic District? No Historic District Name:

Applicant/Developer Name: R. Mark Naylor, Agent for Regions Bank

Mailing Address: 239 Southland Drive, Suite C

City: Lexington State: KY Zip: 40503

Telephone: 859-333-8507 Email: naylor@trgpsc.com

Property Owner Name: John Earley, Regions Bank

Mailing Address: 2050 Parkway Circle

City: Birmingham State: AL Zip: 35244

Telephone: 205-910-4955 Email: john.earley@regions.com

I certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate. I consent to the entry in or upon the premises described in this application by any authorized official of the City of Belleville for the purpose of inspecting, or of posting, maintaining and removing such notices as may be required by law.

(Printed Applicant Name) R. Mark Naylor has appeared before me personally and certified that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

Signature of Applicant: [Handwritten Signature] Date: _____

Subscribed and Sworn to before this 14th day of October A.D., 20 24

Notary Public: [Handwritten Signature] REGINA D. HASSLOCH NOTARY PUBLIC STATE AT LARGE, KENTUCKY ID # KYNP45523 MY COMMISSION EXPIRES ON FEB. 22, 2026

(Printed Owner) _____ has appeared before me personally and certified that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

Signature of Owner: _____ Date: _____

Subscribed and Sworn to before this _____ day of _____ A.D., 20 _____

Notary Public: _____

Site Information:

Legal Description: Lots/Section(s): A TRACT OF LAND BEING LOTS 19, 20 AND 21 WESTS
SUBDIVISION AS RECORDED IN PLAT BOOK 309, PAGE 58
LOCATED IN SECTION 7, TOWNSHIP 1 NORTH, RANGE 8 WEST
ST. CLAIR COUNTY, ILLINOIS
Subdivision: _____

Project Name: Regions Bank

Current Zoning: C-2

Current Use: Bank Parking Lot

Proposed Use of Building: Branch Bank

Square Footage of Existing Building: No building exists

Square Footage of Proposed Building: 3,370 sf

Economic Development, Planning, and Zoning Department
2300 West Main Street, Suite M112
Belleville, Illinois 62226
Phone: 618-233-6518 x 1250 • Email: EDPZ@belleville.net

Parties of Interest

Please provide contact information for all parties involved in project:

Principal Contact: R. Mark Naylor, R.L.A. Title: Agent

Business Name: _____

Street Address: 239 Southland Drive Suite C

City: Lexington State: KY Zip: 40503

Telephone: 859-333-8507

Email: naylor@trgpsc.com

Engineer: Vaughn R. Hill, P.E.

Business Name: _____

Street Address: 239 Southland Drive Suite C

City: Lexington State: KY Zip: 40503

Telephone: 859-276-2006

Email: vhill@trgpsc.com

Architect: Robin South, Architect

Business Name: _____

Street Address: 239 Southland Drive Suite C

City: Lexington State: KY Zip: 40503

Telephone: 859-749-5701

Email: rsouth@trgpsc.com

Other: _____

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Email: _____

Other: _____

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Email: _____

(Attach additional sheets as necessary.)

Robin South, Architect
Vaughn R. Hill, P.E.
R. Mark Naylor, RLA

239 Southland Drive
Lexington, KY 40503
859-276-2006

October 14, 2024

Mr. Clifford Cross, Director
Development, Planning and Zoning
City of Belleville
2300 West Main Street
Belleville, IL 62226
618-233-6518

Re: **Proposed Regions Bank**
5401 North Belt West

Dear Cliff:

Please find the signed application and 3 sets of plans as our Site Plan Application. Mr. Earley for Regions Bank was not available today since it is a bank holiday, so I will have him notarize the application as soon as possible and re-send it to you.

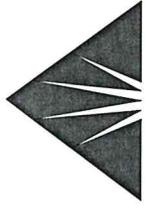
We are hopeful that we can get on the agenda for the November Planning Commission meeting and the City Council meeting as we would like to submit full plans for permits as soon as possible. Please let me know so we can plan our trips there for the meetings.

Thanks for your assistance thus far. We look forward to working with the City to get this project done.

Respectfully submitted,



R. Mark Naylor, RLA
Agent for Regions Bank



REGIONS

SITE PLAN SUBMITTAL

5401 NORTH BELT WEST
BELLEVILLE, IL 62226

REGIONS PROJECT NUMBER
ILN0233565D

VICINITY MAP:



DRAWING INDEX

SHEET	DESCRIPTION
CS	COVER SHEET
	SURVEY
C0.0	DENOLITION SITE PLAN
C1.0	DIMENSIONED SITE PLAN
C2.0	SITE GRADING PLAN
C2.1	SWPP SITE PLAN
C2.2	SWPP DETAILS
C3.0	SITE UTILITY PLAN
C4.0	SITE PHOTOMETRIC PLAN
C5.0	SITE DETAILS
L1.0	SITE LANDSCAPE PLAN
A-150	SECURITY AND FURNITURE PLAN
A-200	EXTERIOR ELEVATIONS
A-201	EXTERIOR ELEVATIONS

CONTACTS

OWNER
REGIONS FINANCIAL PROPERTIES
DEPARTMENT
1000 BANKERS BUILDING
BIRMINGHAM, AL 35244
205.978-4933
CONTACT: JOHN EMMETT

CONSTRUCTION PROJECT MANAGER
TO BE DETERMINED

ARCHITECT
ROBIN L. SOUTH, R.L.
1000 BANKERS BUILDING
LEWISTON, KY 40001
502-276-2006
CONTACT: ROBIN SOUTH

ENGINEER
VAUGHN R. HILL, P.E.
1000 BANKERS BUILDING
LEWISTON, KY 40001
502-276-2006
CONTACT: VAUGHN HILL

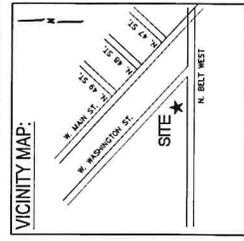
LANDSCAPE ARCHITECT
A. MARK MITCHELL, R.L.
1000 BANKERS BUILDING
LEWISTON, KY 40001
502-276-2006
CONTACT: A.M.K. MITCHELL

CASE NO.: 24097 PROJECT: REGIONS BELLEVILLE HO. TRADITIONAL BRANCH 5401 NORTH BELT WEST BELLEVILLE, IL 62226 REGIONS PROJECT # LN0233565D	DEVELOPER: REGIONS PROPERTIES & CORPORATE REAL ESTATE DIVISION 2050 PARKWAY OFFICE CIRCLE SUITE 500 BIRMINGHAM, AL 35244 205-223-8450		VAUGHN R. Hill P.E. 1000 BANKERS BUILDING LEWISTON, KY 40001 502-276-2006	DATE: 10/15/2024 DRAWN BY: STATE CHECKED BY: RE / WJ	REVISIONS <table border="1"> <tr><td> </td><td> </td></tr> </table>																					COVER SHEET SHEET NO. CS

JOB NO.: 24097	PROJECT: BELLEVILLE REGIO. TRADITIONAL BRANCH BELLEVILLE, MO 63208 5400 W. BELT 1102288 REGIONS PROJECT # LMO233565D	DEVELOPER: REGIONS PROPERTIES & CORPORATE REAL ESTATE DIVISION 2050 PARKWAY AL SUITE 600 BIRMINGHAM, AL 35244 205-223-8450		VAUGHN R. HILL, P.E. 1102288 1102288 1102288	DATE: 11/15/2022 DRAWN BY: SHAFI CHECKED BY: ES / WM REVISIONS:	SITE GRADING PLAN	SHEET NO. C0.0
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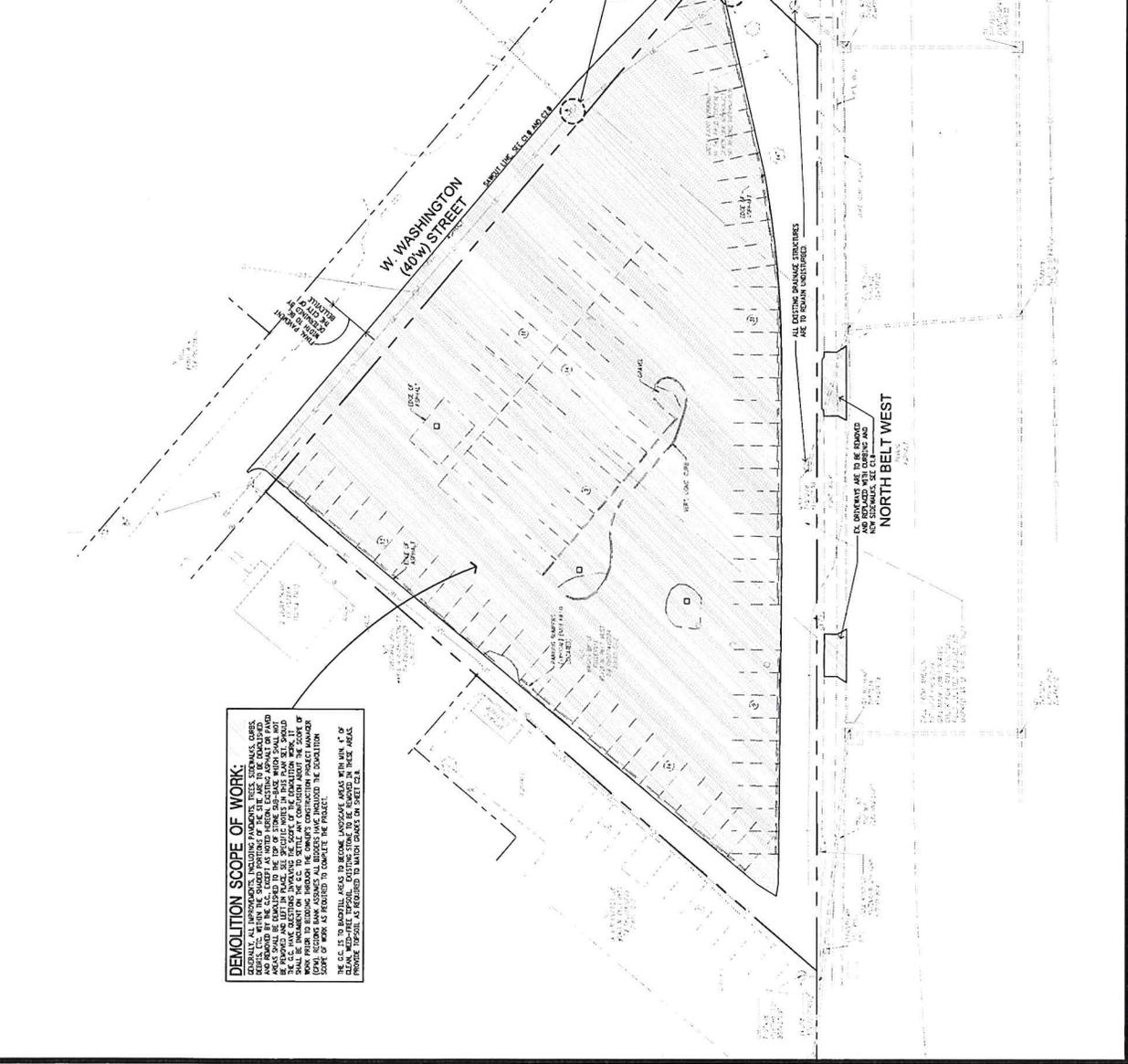
GENERAL DEMOLITION NOTES:

- A. THIS DEMOLITION PLAN IS GENERAL IN NATURE AND IS NOT INTENDED TO BE ALTERNATIVE OR CONFLICT WITH ANY EXISTING OR FUTURE LOCAL, STATE, FEDERAL, OR FEDERAL REGULATORY AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE PROJECT SITE AND VERIFYING ALL EXISTING CONDITIONS AND UTILITIES PRIOR TO THE START OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO THE START OF DEMOLITION WORK.
- B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO THE START OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO THE START OF DEMOLITION WORK.
- C. PROTECTION: PROTECT EXISTING UTILITIES AND OTHER FACILITIES FROM DAMAGE DUE TO DEMOLITION WORK. PROTECT ALL EXISTING UTILITIES AND OTHER FACILITIES FROM DAMAGE DUE TO DEMOLITION WORK.
- D. DEMOLITION WORK: DEMOLITION WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES. DEMOLITION WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES.
- E. ENVIRONMENTAL PROTECTION: DEMOLITION WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES. DEMOLITION WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES.
- F. UTILITIES: LOCAL, STATE, FEDERAL, AND OTHER REGULATORY AGENCIES SHALL BE NOTIFIED OF ALL UTILITIES AND OTHER FACILITIES TO BE DEMOLISHED OR DAMAGED. UTILITIES AND OTHER FACILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE DEMOLITION PROCESS.
- G. DEMOLITION OF STRUCTURES: DEMOLITION OF STRUCTURES SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES. DEMOLITION OF STRUCTURES SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES.
- H. DEMOLITION OF UTILITIES: DEMOLITION OF UTILITIES SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES. DEMOLITION OF UTILITIES SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES.
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- J. DEMOLITION OF MATERIALS: DEMOLITION OF MATERIALS SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES. DEMOLITION OF MATERIALS SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, STANDARDS, AND BEST PRACTICES.
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DEMOLITION SCOPE OF WORK:

DEMOLITION OF ALL EXISTING STRUCTURES AND UTILITIES WITHIN THE SHADDED PORTION OF THE SITE AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO THE START OF DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO THE START OF DEMOLITION WORK.



SITE DEMOLITION PLAN

SHEET 17 OF 18

GRAPHIC SCALE: 1" = 20'

15 0 10 20 40

Call 800 Before You Dig.

800-4-A-DIG

MISSOURI ONE CALL

JOB NO.: 24097

REGIONS
 BELLEVUE REALTY, REGIONAL BRANCH
 5401 NORTH BELT WEST
 BELLEVUE, WA 98008
 REGIONS PROJECT # LNO233550

DEVELOPER
 REGIONS PROPERTIES & CORPORATE
 REAL ESTATE DIVISION
 2050 PARKWAY OFFICE SUITE 500
 BIRMINGHAM, AL 35244
 205-223-6450



Vaughn R. Hill, P.E.
 694-7206-6947 (PH) 694-7206-7000 (OFFICE)
 694-7206-7000 (CELL)

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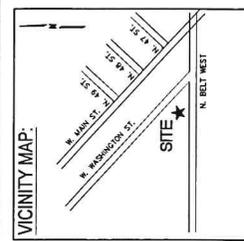
DIMENSIONED SITE PLAN
 SHEET NO. **C10**

GENERAL NOTES:

1. THE INFORMATION SHOWN HEREIN WAS TAKEN FROM A SURVEY PROVIDED BY THE OWNER. VERIFY SPACING WITH CODE OFFICIAL PRIOR TO CONSTRUCTION.
2. AVAILABLE INFORMATION: THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF THE UTILITY DURING PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. ALL UTILITY LOCATIONS SHALL BE CONTRACTED TO GET ALL STATE, LOCAL, AND FEDERAL AGENCIES TO REVIEW AND APPROVE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO START OF CONSTRUCTION.
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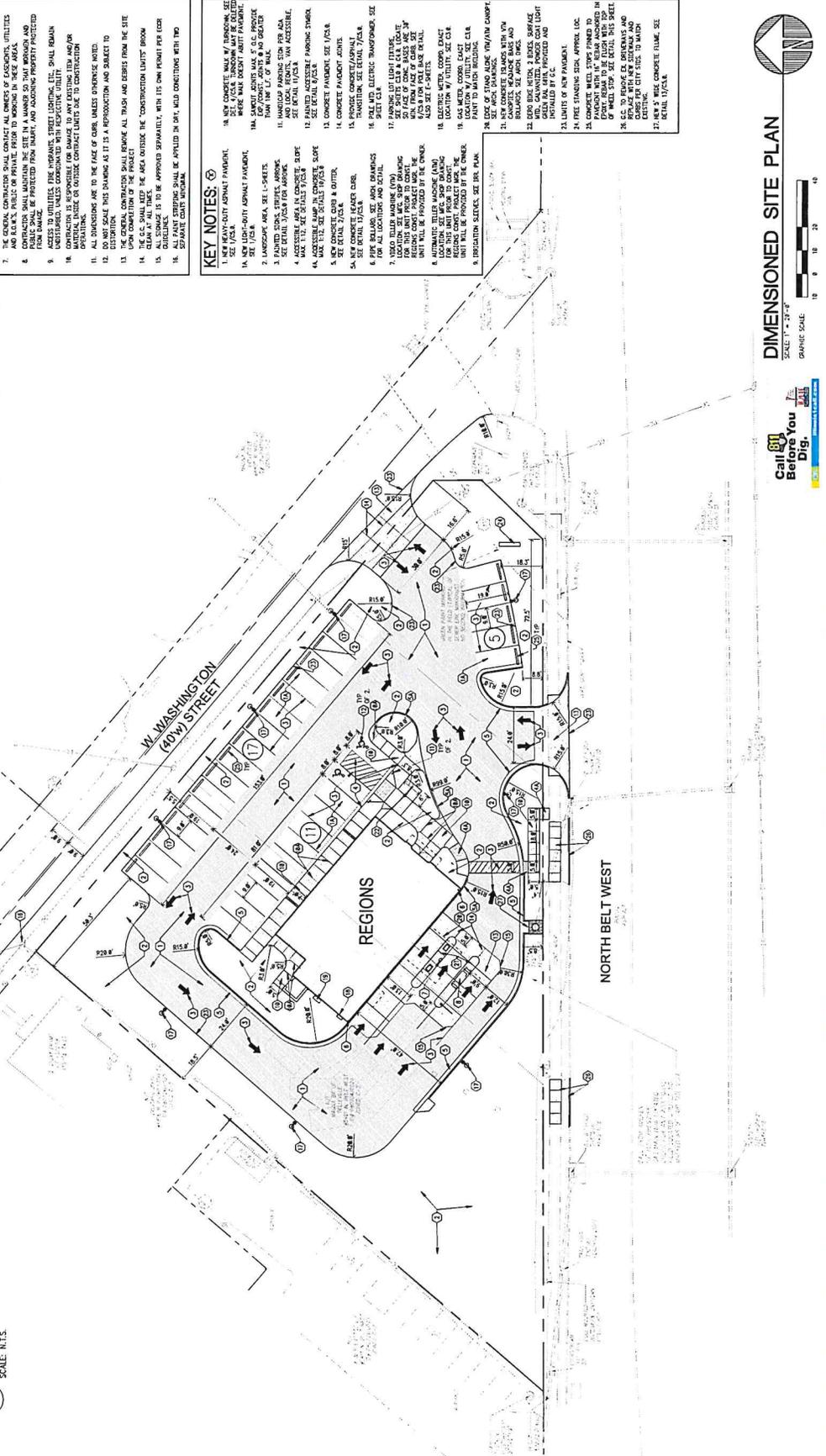
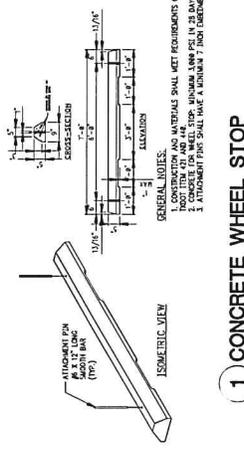
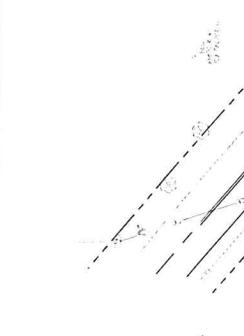
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99. NEW CONCRETE WALK WITH BOUNDARY LINE.
100. NEW CONCRETE WALK WITH BOUNDARY LINE.



SITE STATISTICS:

SITE ADDRESS:	5401 NORTH BELT WEST
BLDG. TYPE:	OFFICE COMMERCIAL
SITE AREA:	42,548 SF
BLDG. AREA:	179,147 SF
PARKING SPACES PROVIDED:	33 (242' x 42')



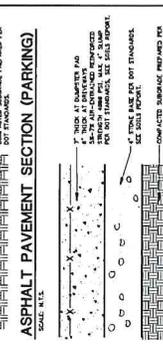
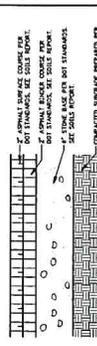
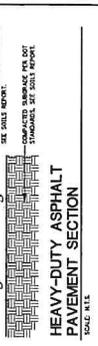
DIMENSIONED SITE PLAN
 SCALE: 1" = 30'-0"
 GRAPHIC SCALE: 0 10 20 30 40

Call 800 Before You Dig.



PAVEMENT DETAILS

THE DESIGNER SHALL VERIFY THAT ALL PAVEMENTS ARE COMPATIBLE WITH THE SUBSTRATE AND THAT THE PAVEMENTS ARE DESIGNED TO PERFORM AS INTENDED. THE DESIGNER SHALL PROVIDE A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT. ALL PAVEMENTS SHALL BE PROVIDED A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT. ALL PAVEMENTS SHALL BE PROVIDED A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT.



CONCRETE PAVEMENT SECTION

SCALE: N.T.S.

NOTE: LOCAL CURB STIMULANTS CAN BE SUBSTITUTED BY APPROVAL OF THE CHECKER.

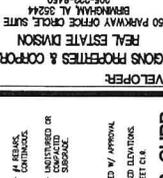
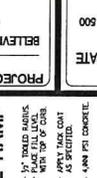
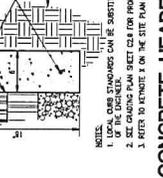
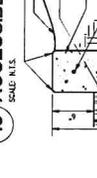
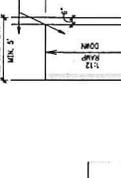
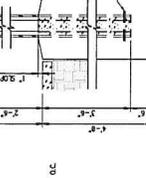
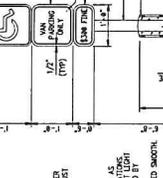
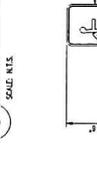
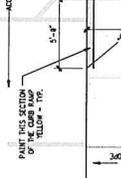
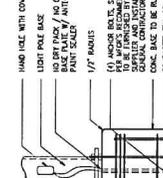
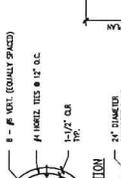
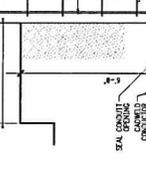
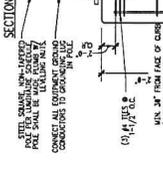
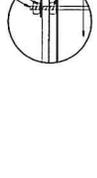
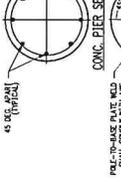
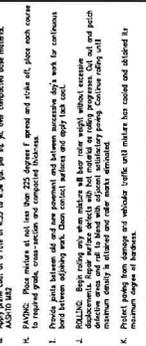
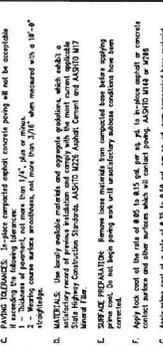
1. 4\"/>
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GENERAL PAVEMENT NOTES:

1. REFER TO SPECIFICATIONS AND OTHER SHEETS.
2. ALL PAVEMENTS SHALL BE DESIGNED TO PERFORM AS INTENDED. THE DESIGNER SHALL PROVIDE A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT. ALL PAVEMENTS SHALL BE PROVIDED A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT.
3. ALL FILL ON THE PROJECT SHALL BE ACCURATELY COMPACTED BY ROLLING. THE DESIGNER SHALL PROVIDE A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT. ALL PAVEMENTS SHALL BE PROVIDED A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT.
4. THE DESIGNER SHALL VERIFY THAT ALL PAVEMENTS ARE COMPATIBLE WITH THE SUBSTRATE AND THAT THE PAVEMENTS ARE DESIGNED TO PERFORM AS INTENDED. THE DESIGNER SHALL PROVIDE A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT. ALL PAVEMENTS SHALL BE PROVIDED A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT.

ASPHALT PAVEMENT NOTES:

- A. WORK INCLUDED: Install all asphalt paving and base on shown on drawings.
- B. MATERIALS: Do not apply prime and seal coats when temperatures are below 50°F. Do not apply seal coats when temperatures are above 90°F. Do not apply seal coats when relative humidity is above 85%.
- C. PAVING TECHNIQUES: 2-3 layer compacted asphalt concrete paving will not be acceptable if necessary for following reasons:
 1. - Heavy coarse surface treatments, not more than 2 1/2\"/>
 2. - Heavy coarse surface treatments, not more than 2 1/2\"/>
- D. ALL PAVEMENTS SHALL BE DESIGNED TO PERFORM AS INTENDED. THE DESIGNER SHALL PROVIDE A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT. ALL PAVEMENTS SHALL BE PROVIDED A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT.
- E. SURFACE PREPARATION: Before base materials have been compacted base materials shall be prepared by the contractor. The contractor shall provide a full worksheet for the paving materials to be used in the project. All paving materials shall be provided a full worksheet for the paving materials to be used in the project.
- F. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES.
- G. ASPHALT PAVING SHALL BE DESIGNED TO PERFORM AS INTENDED. THE DESIGNER SHALL PROVIDE A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT. ALL PAVEMENTS SHALL BE PROVIDED A FULL WORKSHEET FOR THE PAVEMENTS TO BE USED IN THE PROJECT.
- H. PAVING: Place material at soil less than 225 degrees F spread and strike off, place with course to improve grade, compaction and compaction tolerance.
- I. ROLLING: Begin rolling only when rollers will bear base evenly without excessive displacement. Repair surface defects with hot material on rolling program. Roll out and patch maximum density to uniform and roller marks eliminated.
- J. PROJECT PAVING: Project paving from drainage and vehicle traffic will materials hot cooled and delivered by maximum degree of compaction.
- K. ALL CONCRETE PAVEMENT SHALL BE PROVIDED PRIOR TO PLACEMENT OF ASPHALT PAVEMENT.



24097

REVISIONS

SITE DETAILS

C5.0

REVISIONS

DATE: 10/15/2024

DESIGN BY: STMT

DESIGNED BY: SE / M/A

PROJECT: BELLEVILLE REG. TRADITIONAL BRANCH

5401 NORTH BELL WEST BELLEVILLE MO. 63208

REGIONS PROJECT # LNC233550

REVISIONS

SITE DETAILS

C5.0

REVISIONS

DATE: 10/15/2024

DESIGN BY: STMT

DESIGNED BY: SE / M/A

PROJECT: BELLEVILLE REG. TRADITIONAL BRANCH

5401 NORTH BELL WEST BELLEVILLE MO. 63208

REGIONS PROJECT # LNC233550

REVISIONS

SHEET NO.
A-200

RENDERING
ELEVATIONS

REVISIONS

CHECKED BY: JS / MA

DRAWN BY: SJUT

DATE: 10/15/2024

Robin E South, RA
 220-C Building Drive - Langhorne, PA 19033
 800-776-2028 - 484-291-2021 Fax 484-291-2022

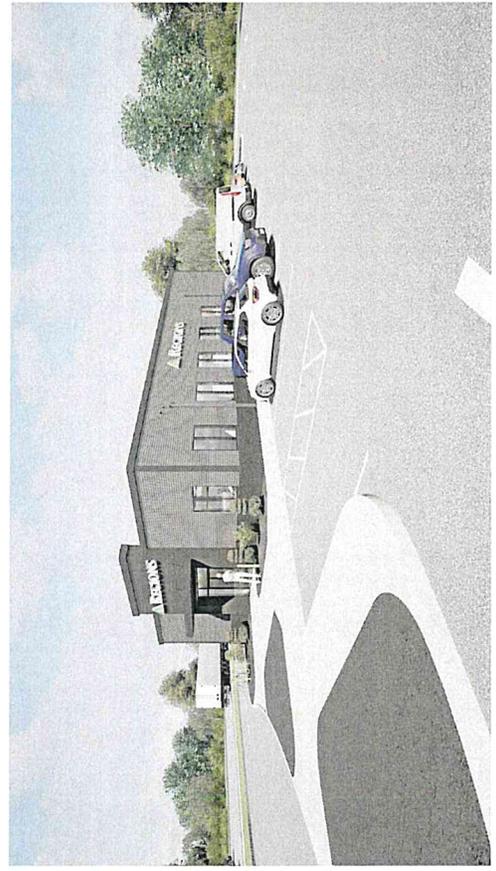


DEVELOPER
 REGIONS PROPERTIES & CORPORATE
 REAL ESTATES DIVISION
 2050 PARKWAY OFFICE CIRCLE SUITE 500
 BRANSMAN, AL 35244
 205-223-8450

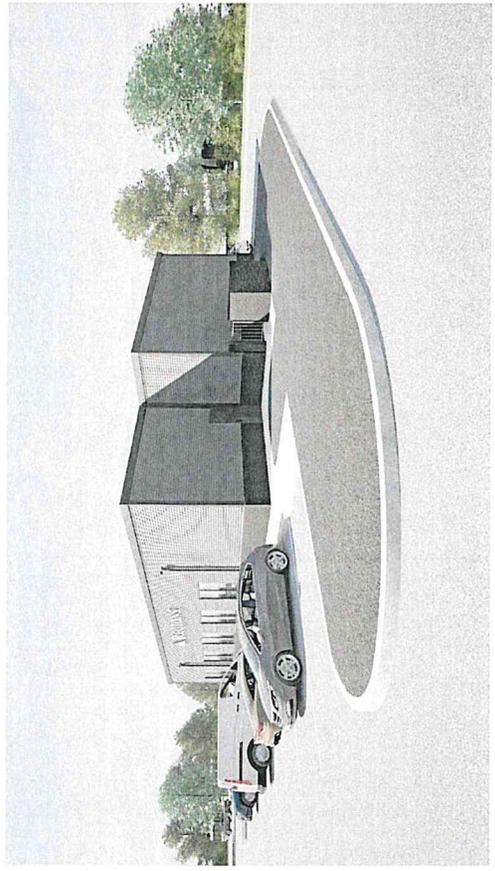
PROJECT:
REGIONS
 BELEVILLE FIELD, TRADITIONAL BRANCH
 6401 NORTH BELT WEST
 BELEVILLE, IL 62220
 REGION8 PROJECT # LNO233950D

JOB NO.:
24097

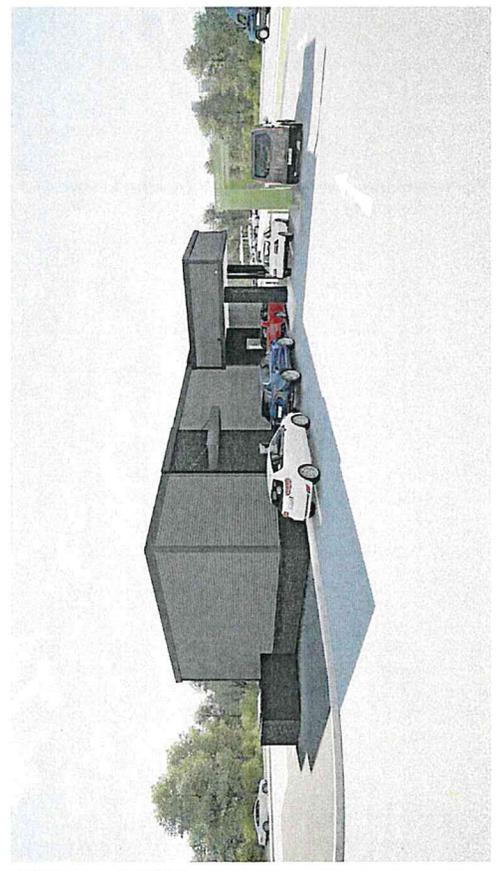
EAST SCALE: N/A



SOUTH SCALE: N/A



WEST SCALE: N/A



NORTH SCALE: N/A



Clifford Cross

From: Jesse Garnica
Sent: Thursday, October 31, 2024 4:10 PM
To: Penny Moore
Subject: RE: Site Plan Review: Regions Bank, 5401 North Belt West (PIN #08-07.0-420-024)

Hey Penny,

Sorry I thought I communicated to you. Looked over the plans and made a site visit to the proposed site, everything looked good on this end.

Do you normally send a dept sign off on items like this? Things tend to get shuffled around here.

Happy Halloween!!!!

Jesse Garnica
Assistant Chief
Belleville Fire Department
1125 S Illinois St
Belleville IL 62220
Office - 618.234.2236
Fax - 618.277.0105

From: Penny Moore <pmoore@belleville.net>
Sent: Thursday, October 31, 2024 3:18 PM
To: Jesse Garnica <jgarnica@belleville.net>
Cc: Clifford Cross <ccross@belleville.net>
Subject: RE: Site Plan Review: Regions Bank, 5401 North Belt West (PIN #08-07.0-420-024)

Jesse,

Good afternoon and Happy Halloween! I am just checking in to see if you have any questions or concerns regarding the site plan for Regions Bank at 5401 North Belt West?

Thank you,

Penny

Penelope Moore
EDPZ Coordinator
City of Belleville
Economic Development, Planning & Zoning
2300 West Main Street, Suite M112
Belleville, Illinois 62226
618.233.6518, ext. 1219
pmoore@belleville.net
www.belleville.net
www.facebook.com/BellevilleEDPZ/



This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

Clifford Cross

From: Randy Smith
Sent: Friday, October 18, 2024 8:26 AM
To: Penny Moore
Subject: Regions Site Plan Review

Penny

Wastewater has no comment on the Regions Site Plan.

Sincerely

Randy E Smith Sr
Director
City of Belleville
Wastewater Treatment Plants & Sewer Lines
Office 618-233-7146
Fax 618-233-9389

From: Penny Moore
Sent: Tuesday, October 15, 2024 9:18 AM
To: Scott Saeger <ssaeger@belleville.net>; Stephanie Mills <smills@belleville.net>; Jesse Garnica <jgarnica@belleville.net>; Randy Smith <rsmith@belleville.net>; Jay Godt <jgodt@belleville.net>
Cc: Clifford Cross <ccross@belleville.net>
Subject: Site Plan Review: Regions Bank, 5401 North Belt West (PIN #08-07.0-420-024)
Importance: High

Good morning,

Please see the attached Site Plan Application and submittals for Regions Bank, 5401 North Belt West (PIN #08-07.0-420-024) for your department's site plan review. These plans will be presented to the Planning Commission for review at the Wednesday, November 6, 2024, 7:00 PM meeting. We ask all review comments be emailed to me by Thursday, October 31, 2024. If this date cannot be accommodated due to external review, please let me know, at your earliest convenience, when we may anticipate receiving comments.

Please feel free to contact me if you have any questions.

Warmest regards,

Penny

Penelope Moore
EDPZ Coordinator
City of Belleville
Economic Development, Planning & Zoning
2300 West Main Street, Suite M112
Belleville, Illinois 62226
618.233.6518, ext. 1219
pmoore@belleville.net
www.belleville.net
www.facebook.com/BellevilleEDPZ/



This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

Regions Bank preliminary site plan review - 5401 North Belt West

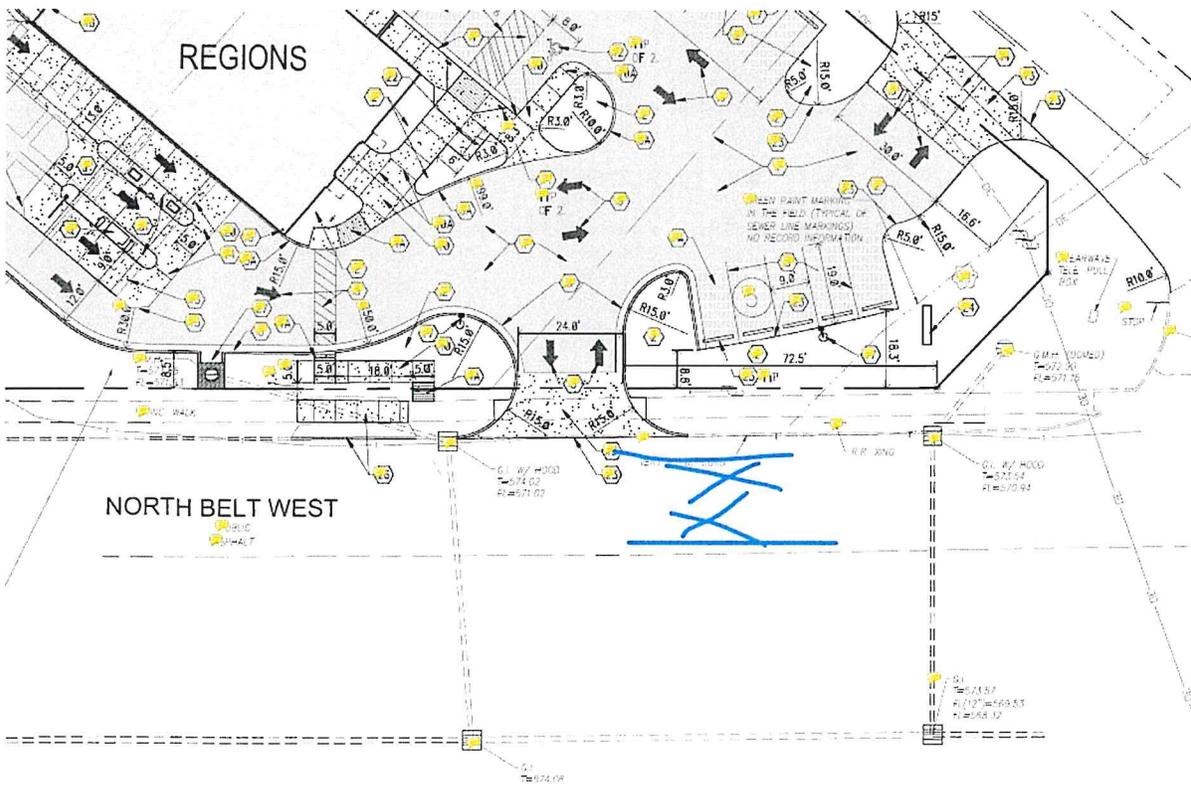
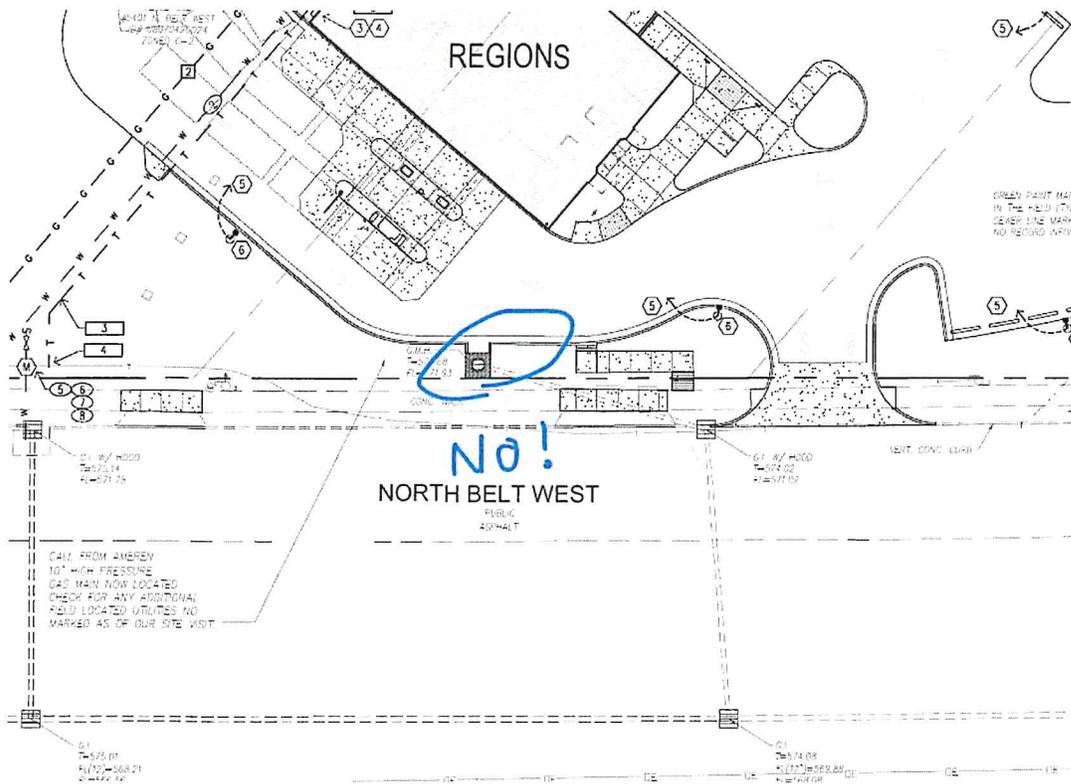
The following items will need to be addressed before a building permit is issued for the site plan:

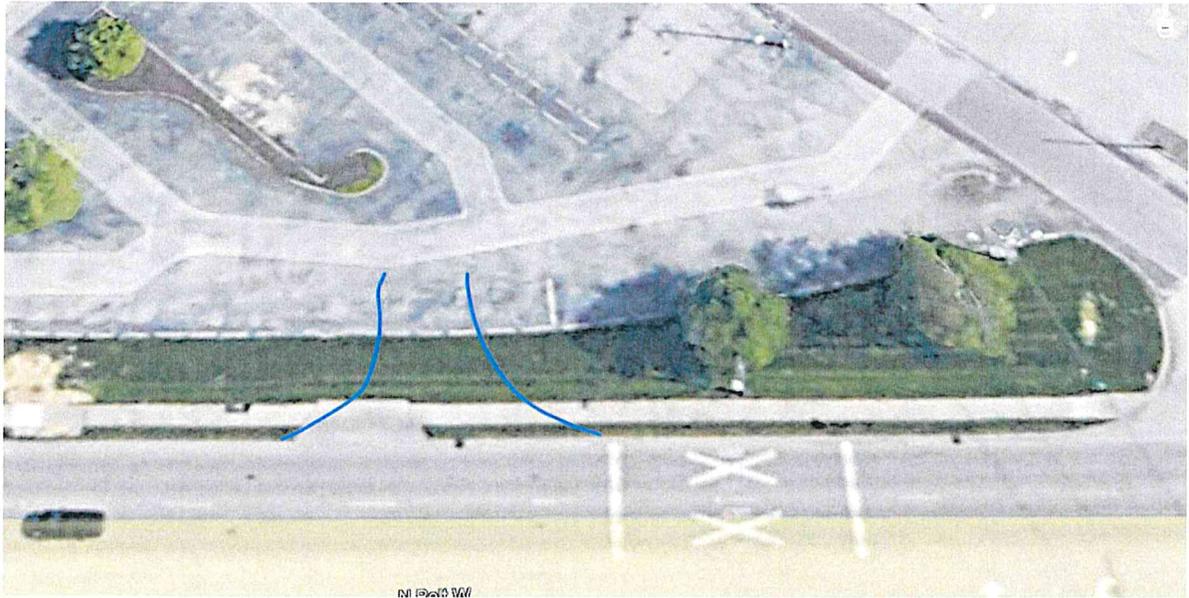
- The Drainage Calculations need to be submitted for the 1.15 acre site. Calculations will be reviewed after they are submitted. 161.037(E)
- Sheet C0.0 the final pavement width on W. Washington Street shall be 30' from back of curb to back of curb 161.022(E) (1)

The final drawings will need to be reviewed by IDOT. IDOT has the following preliminary concerns:

- The new entrance may need to be shifted away from the existing railroad crossing symbols to avoid confusion.
- The site drainage cannot tie into IDOT's roadway drainage. Even if the drainage was tributary as a pre-existing condition.
- The location of the proposed entrance cannot conflict with any storm drain inlets along North Belt West. The entrance will need to be located between the railroad symbol and the inlets.
- IDOT has requested that site plans be submitted directly to them by the developer.

A thorough review of the plans will be completed by Belleville's engineering department and IDOT after the drainage calculations are submitted.





NI 1921 W/

ORDINANCE NO. 9325-2024

A ZONING ORDINANCE IN RE CASE #52-OCT24-

Thomas Davis

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

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

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

Whereas, a request has been filed for a Special Use Permit to operate an “Air BnB” at 3713 West Main Street (08-17.0-118-074) located in a “C-1” Light Commercial District (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.233, 162.515) Ward 3.

Whereas, a public hearing was held on October 24, 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 to operate an “Air BnB” at 3713 West Main Street (08-17.0-118-074) located in a “C-1” Light Commercial District is hereby **denied**. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.233, 162.515) Ward 3.

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 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9326-2024

A ZONING ORDINANCE IN RE CASE #54-OCT24-

Chris Brinley

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 accessory temporary outdoor storage of vehicles on an unimproved lot at 2339 Old Collinsville Road (08-14.0-105-029) located in a "C-2" Heavy Commercial District (Applicable sections of the zoning code: 162.247, 162.515) Ward 1.

Whereas, a public hearing was held on October 24, 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 to allow for accessory temporary outdoor storage of vehicles on an unimproved surface at 2339 Old Collinsville Road (08-14.0-105-029) located in a "C-2" Heavy Commercial District is hereby **denied**. (Applicable sections of the zoning code: 162.247, 162.515) Ward 1.

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 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9341-2024

A ZONING ORDINANCE IN RE CASE #53-OCT24-

Chris Brinley

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

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

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

Whereas, a request has been filed for a Special Use Permit to construct an accessory metal building exceeding 150 square feet at 2339 Old Collinsville Road (08-14.0-105-029) located in a "C-2" Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 1.

Whereas, a public hearing was held on October 24, 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 to construct an accessory metal building exceeding 150 square feet at 2339 Old Collinsville Road (08-14.0-105-029) located in a "C-2" Heavy Commercial District is hereby **denied**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 1.

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 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

STATE OF ILLINOIS }
COUNTY OF ST. CLAIR } SS.
CITY OF BELLEVILLE }

CERTIFICATE OF CITY CLERK

I, Jennifer Gain Meyer, City Clerk of the City of Belleville, in the County of St. Clair and State of Illinois and being the custodian of the records of said City and keeper of the corporate seal thereof, DO HEREBY CERTIFY that the attached and foregoing is a true, correct and exact copy of:

**Ordinance 9342-2024
Prohibiting the Use of Groundwater as a Potable Water Supply by the
Installation or Drilling of Potable Water Supply Wells or by any Other
Method
Approved by the City Council on the 18th day of November, 2024**

WITNESS my hand and the corporate seal of the said City of Belleville, Illinois this ____ day of ____, A D., 2024.

Jennifer Gain Meyer, City Clerk
Belleville, Illinois

(SEAL)

ORDINANCE 9342-2024

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR DRILLING OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the City of Belleville, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Belleville desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section One. Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use groundwater as a potable water supply by the installation or drilling of wells or by any other method is hereby prohibited within the portion of the City of Belleville depicted in Figure 1 (hereinafter referred to as the "Groundwater Limitation Area"), which is attached hereto and incorporated herein by reference. This prohibition includes the City of Belleville.

Section Two. Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to \$500 for each violation.

Section Three. Definitions.

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents, or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Six. Effective date.

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

PASSED by 2/3 vote of the City Council of the City of Belleville, Illinois on the 18th day of November, 2024 on the following roll call vote:

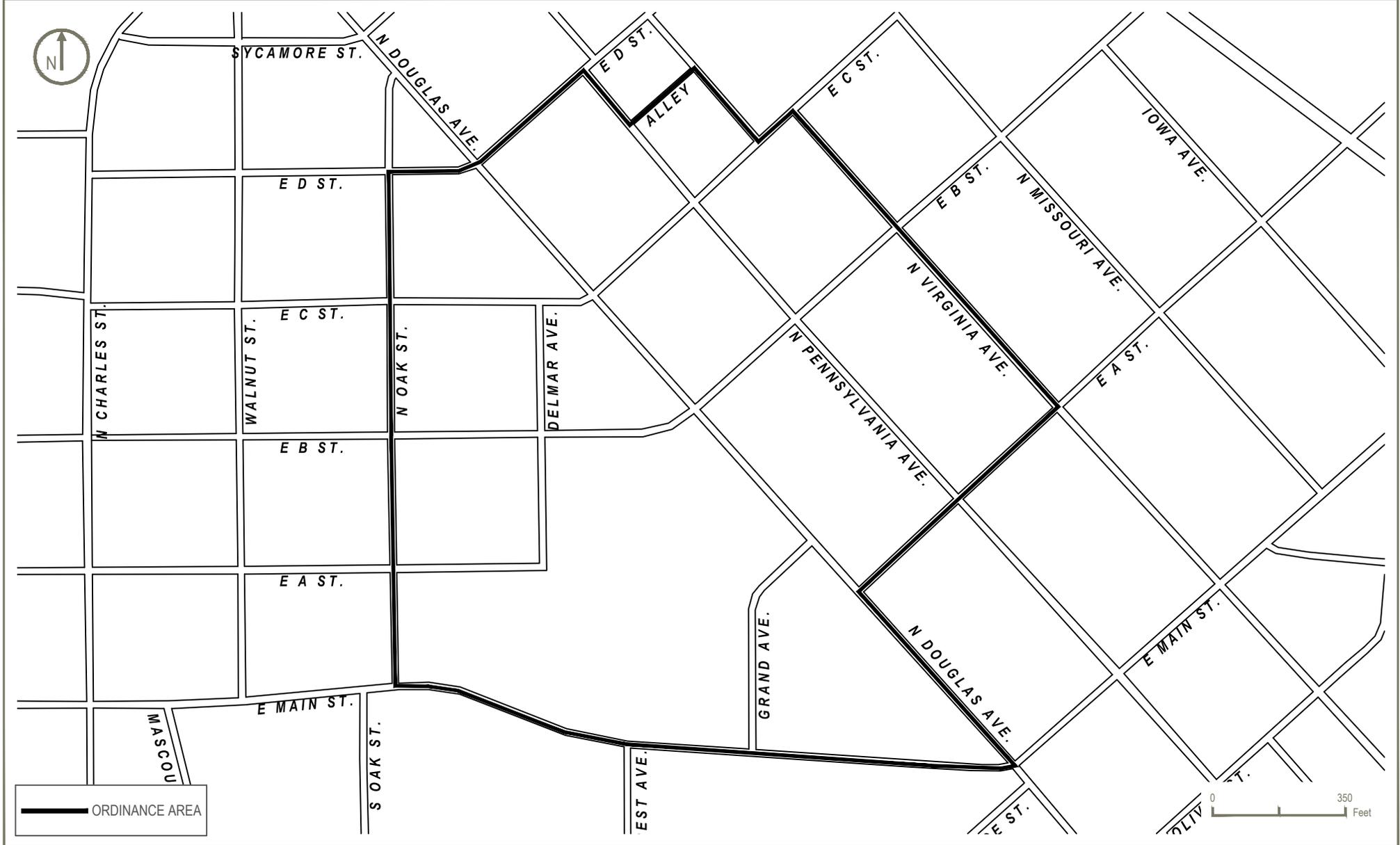
	AYE	NAY
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris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

APPROVED by the Mayor of the City of Belleville, Illinois this 19th day of November 2024.

ATTEST:

Mayor

CITY CLERK



Description:

The Groundwater Limitation Area is bounded by the intersection of East D Street and North Oak Street proceeding east along East D Street to North Douglas Avenue then northeast along East D Street to North Pennsylvania Avenue then southeast along North Pennsylvania Avenue approximately 200 feet to the intersection of an Unnamed Alley and North Pennsylvania Avenue, then northeast along the Unnamed Alley to North Virginia Avenue, then southeast

along North Virginia Avenue to East C Street then northeast along East C Street to North Virginia Avenue then southeast along North Virginia Avenue to East A Street, then southwest along East A Street to North Douglas Avenue, then southeast along North Douglas Avenue to East Main Street, then west along East Main Street to North Oak Avenue then north along North Oak Avenue the point of origin at the intersection of East D Street and North Oak Street.

GROUNDWATER USE RESTRICTION ORDINANCE AREA

BELLEVILLE, ILLINOIS

FIGURE 01

RAMBOLL AMERICAS
ENGINEERING SOLUTIONS, INC.
A RAMBOLL COMPANY



**ORDINANCE APPROVING THE BELLEVUE PLAZA TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT**

ORDINANCE 9343-2024

WHEREAS, the City of Belleville, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the “Act” for the proposed Bellevue Plaza TIF Redevelopment Plan and Redevelopment Project within the municipal boundaries of the City of Belleville and within the Redevelopment Project Area as described in Section 1(a) of this ordinance, which constitutes in the aggregate more than 1 1/2 acres.

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City Council caused a Public Hearing to be held relative to the Redevelopment Plan and Redevelopment Project and a designation of a Redevelopment Project Area on October 2, 2024, at Belleville City Hall, 101 S Illinois Street, Belleville, IL; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the Act, said notice having been given to taxing districts and to the State of Illinois by certified mail on and around July 26, 2024 and by publication on September 11, 2024 and September 18, 2024 and by certified mail to taxpayers on and around September 11, 2024; and

WHEREAS, at the Public Hearing, any interested person or affected taxing district was permitted to file with the City Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Public Hearing, and the City heard and determined all protests and objections at the Public Hearing; and

WHEREAS, the Public Hearing was adjourned on October 2, 2024; and,

WHEREAS, notice of the availability of the Report and the Plan, including how to obtain this information, was provided by mail on and around July 31, 2024 to all residential addresses that, after a good faith effort, the City determined are located outside the boundaries of the proposed Redevelopment Project Area which are within 750 feet of the boundaries of the Proposed Area; and

WHEREAS, the City has established and given public notice of an “interested parties registry” for the Proposed Area in compliance with the requirements of the Act; and,

WHEREAS, the City has given such notice to all persons and organizations who have registered for information with such registry, all in the manner and at the times as provided in the Act; and

WHEREAS, the City has heretofore convened a Joint Review Board as required by and in all respects in compliance with the provisions of the Act; and,

WHEREAS, the Joint Review Board has met at the time and as required by the TIF Act and has reviewed the public record, planning documents and a form of proposed ordinance approving the Plan and Project; and

WHEREAS, the Joint Review Board has approved by a majority vote an advisory, non-binding recommendation that the City proceed to implement the Redevelopment Plan and Project and to designate the Proposed Area as a redevelopment project area under the Act; and,

WHEREAS, the City held a Joint Review Board Hearing on August 9, 2024 at Belleville City Hall; and

WHEREAS, at the Joint Review Board Hearing, any interested person or affected taxing district was permitted to file with the City Clerk written objections and was heard orally in respect to any issues embodied in the notice of said hearing, and the City heard and determined all protests and objections at the hearing; and

WHEREAS, the Joint Review Board Hearing was adjourned on August 9, 2024; and,

WHEREAS, the Redevelopment Plan and Project set forth the factors constituting the need for conservation in the proposed redevelopment area, and the City Council has reviewed testimony concerning such need presented at the Joint Review Board Hearing and has reviewed other studies and is generally informed of the conditions in the proposed Bellevue Plaza TIF Redevelopment Area as said terms “conservation” and “blighted” are used in the Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the proposed Bellevue Plaza TIF Redevelopment Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Bellevue Plaza TIF Redevelopment Plan; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the proposed Bellevue Plaza TIF Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Redevelopment Project Area are substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed its proposed Redevelopment Plan and Project Area and the Plan for the development of the City as a whole to determine whether the proposed Bellevue Plaza TIF Redevelopment Plan and Project conforms to the community plans of the City:

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

1. The City Council of Belleville hereby makes the following findings:
 - a. The area constituting the proposed Bellevue Plaza TIF Redevelopment Project Area in the City of Belleville, Illinois is described in **Exhibit A**.
 - b. There exist conditions which cause the area to be designated as a Redevelopment Project Area be classified as a combination “Conservation Area” and “Blighted Area” as defined in Section 11-74.4-3 (b) of the Act.
 - c. The proposed Bellevue Plaza TIF Redevelopment Project Area as a whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Bellevue Plaza TIF Redevelopment Plan.
 - d. The Bellevue Plaza TIF Redevelopment Plan and Redevelopment Project Area conform to the plan for the development of the City as a whole.
 - e. The parcels of real property in the proposed Bellevue Plaza TIF Redevelopment Project Area are contiguous and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed redevelopment project improvement are included in the Bellevue Plaza TIF Redevelopment Project Area.
 - f. The estimated date for final completion of the Bellevue Plaza TIF Redevelopment Plan is twenty-three (23) years from the effective date of this ordinance.
 - g. The estimated date for retirement of obligations incurred to finance the Bellevue Plaza TIF Redevelopment Plan costs shall be not later than twenty-three (23) years from the effective date of this ordinance.
2. The Bellevue Plaza TIF Redevelopment Plan and Redevelopment Project Area which was the subject matter of the public hearing held October 2, 2024, is hereby adopted and approved. A copy of the Bellevue Plaza TIF Redevelopment Plan and Project Area marked **Exhibit B** is attached to and made a part of this ordinance.
3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

4. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

Exhibit A
LEGAL DESCRIPTION

THE AREA AS DESCRIBED BELOW INCLUDES PARTS OF SECTIONS 7 AND 18 IN TOWNSHIP 1 NORTH RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 962 FEET TO THE NORTHERNMOST CORNER OF ST. CLAIR COUNTY ASSESSOR'S PARCEL (HEREAFTER REFERRED TO AS "ASSESSOR'S PARCEL") WITH PIN 08-07.0-417-001; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAY STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 252 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 529 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0428-000; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 50 FEET TO THE SOUTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0-422-013, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 391 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH BELT WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 215 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 45TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 506 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 905 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET, AND POINT OF BEGINNING.

DISTANCES REFERENCED ARE CALCULATED IN ACCORDANCE WITH THE ILLINOIS COORDINATE SYSTEM ACT (765 ILCS 225/1), MORE PRECISELY DEFINED AS THE ILLINOIS COORDINATE SYSTEM, WEST ZONE, BASED ON THE TRANSVERSE MERCATOR PROJECTION OF THE NORTH AMERICAN DATUM 1983.

Exhibit B
REDEVELOPMENT PLAN & PROJECT

**ORDINANCE DESIGNATING THE BELLEVUE PLAZA TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA**

ORDINANCE 9344-2024

WHEREAS, the City Council has heretofore, in Ordinance No. 9344-2024, adopted and approved the Bellevue Plaza TIF Redevelopment Plan and Bellevue Plaza TIF Redevelopment Project Area with respect to which a public hearing was held on October 2, 2024, and it is now necessary and desirable to designate the area as referred to in said plan as the Bellevue Plaza TIF Redevelopment Project Area (see attached **Exhibit A**);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS, that the attached described area is hereby designated as the Bellevue Plaza TIF Redevelopment Project Area pursuant to Section 11-74.4.4 of the Real Property Tax Increment Allocation Redevelopment Act, P.A. 79-1525:

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

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

PASSED by the City Council of the City of Belleville, Illinois, on this 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

Exhibit A
LEGAL DESCRIPTION

THE AREA AS DESCRIBED BELOW INCLUDES PARTS OF SECTIONS 7 AND 18 IN TOWNSHIP 1 NORTH RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 962 FEET TO THE NORTHERNMOST CORNER OF ST. CLAIR COUNTY ASSESSOR'S PARCEL (HEREAFTER REFERRED TO AS "ASSESSOR'S PARCEL") WITH PIN 08-07.0-417-001; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAY STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 252 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 529 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0428-000; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 50 FEET TO THE SOUTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0-422-013, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 391 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH BELT WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 215 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 45TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 506 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 905 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET, AND POINT OF BEGINNING.

DISTANCES REFERENCED ARE CALCULATED IN ACCORDANCE WITH THE ILLINOIS COORDINATE SYSTEM ACT (765 ILCS 225/1), MORE PRECISELY DEFINED AS THE ILLINOIS COORDINATE SYSTEM, WEST ZONE, BASED ON THE TRANSVERSE MERCATOR PROJECTION OF THE NORTH AMERICAN DATUM 1983.

ORDINANCE ADOPTING TAX INCREMENT FINANCING

ORDINANCE 9345-2024

WHEREAS, the City of Belleville, Illinois desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the “Act”.

WHEREAS, the City of Belleville has adopted a Redevelopment Plan, and designated a Redevelopment Project Area pursuant to the provisions of the Act, and has otherwise complied with all other conditions precedent required by the Act.

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

1. Tax increment financing is hereby adopted with respect to the Bellevue Plaza TIF Redevelopment Plan approved and adopted pursuant to Ordinance No. 9345-2024 in the City of Belleville with respect to Bellevue Plaza TIF Redevelopment Project Area, attached as **Exhibit A**, which Bellevue Plaza TIF Project Area was designated pursuant to Ordinance No. 9345-2024.
2. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Bellevue Plaza TIF Redevelopment Project Area by taxing districts and the rates determined in the manner provided in Section 11-74.4-9(b) of the Act each year after the effective date of this Ordinance until the Bellevue Plaza TIF Redevelopment Plan costs and obligations issued in respect thereto have been paid shall be divided as follows:
 - a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property that is attributable to the lower of the existing equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Bellevue Plaza TIF Redevelopment Project Area shall be allocated to and when collected shall be paid by the St. Clair County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment financing.
 - b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Bellevue Plaza TIF Redevelopment Project Area over and above the initial equalized assessed value of each property in the Bellevue Plaza TIF Redevelopment Project Area shall be allocated to and when collected shall be paid to the City Treasurer who shall deposit said funds in a special fund called the “Special Tax Allocation Fund for

the Bellevue Plaza TIF Redevelopment Project Area” of the City for the purpose of paying the Bellevue Plaza TIF Redevelopment Plan costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

3. Upon adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the County Clerk of St. Clair County, Illinois, and pursuant to the TIF Act shall obtain a certificate from such County Clerk as to the total initial equalized assessed value (“EAV”) of all taxable property in the Bellevue Plaza TIF Redevelopment Project Area. In providing this certification, the County Clerk shall use the levy year 2023 in determining such total initial EAV.
4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

Exhibit A
BELLEVUE PLAZA TIF LEGAL DESCRIPTION

THE AREA AS DESCRIBED BELOW INCLUDES PARTS OF SECTIONS 7 AND 18 IN TOWNSHIP 1 NORTH RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 962 FEET TO THE NORTHERNMOST CORNER OF ST. CLAIR COUNTY ASSESSOR'S PARCEL (HEREAFTER REFERRED TO AS "ASSESSOR'S PARCEL") WITH PIN 08-07.0-417-001; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAY STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 252 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 529 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0428-000; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 50 FEET TO THE SOUTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 08-07.0-422-013, LOCATED ON THE WEST RIGHT-OF-WAY LINE OF NORTH 46TH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 391 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTH BELT WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 215 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 45TH STREET; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 506 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 905 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH 47TH STREET, AND POINT OF BEGINNING.

DISTANCES REFERENCED ARE CALCULATED IN ACCORDANCE WITH THE ILLINOIS COORDINATE SYSTEM ACT (765 ILCS 225/1), MORE PRECISELY DEFINED AS THE ILLINOIS COORDINATE SYSTEM, WEST ZONE, BASED ON THE TRANSVERSE MERCATOR PROJECTION OF THE NORTH AMERICAN DATUM 1983.

ORDINANCE NO. 9346-2024

**AN ORDINANCE AMENDING TITLE XI (BUSINESS REGULATIONS),
CHAPTER 116 (VEHICLE RELATED BUSINESSES), BY ADDING *PEDAL
BUSES* (SECTIONS 116.50 THROUGH 116.056), OF THE REVISED CODE
OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED**

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

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

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

Section 1. Title XI (Business Regulations), Chapter 116 (Vehicle Related Business), is hereby amended by adding Pedal Buses (Sections 116.50 through 116.56), as follows:

PEDAL BUSES

§ 116.50 DEFINITIONS.

PEDAL BUS shall mean any single-unit device upon which any person may ride, propelled by human power through a belt, chain, or gears, having four or more wheels, and designed and constructed in such a manner as to engage in the business of carrying groups of passengers for hire as agreed by pre-arranged contract.

PEDAL BUS BUSINESS shall mean the business of operating a Pedal Bus for the recreational or physical transportation of groups of the general public as agreed by pre-arranged contract.

PEDAL BUS DRIVER shall mean the person in actual physical control of the Pedal Bus.

§ 116.51 LICENSE REQUIREMENT.

(A) No person shall engage in or attempt to engage in a Pedal Bus Business without first obtaining a license therefore.

(B) No Pedal Bus Business shall violate the conditions, terms, or limitations of such license and this chapter.

(C) The fee for the license required by this chapter for a Pedal Bus Business shall be \$100 per year.

(D) No license issued under this chapter shall be transferable.

(E) All licenses issued under this chapter shall expire on April 30th after the date of issuance thereof.

(F) A Pedal Bus License authorizes the consumption of alcoholic liquor brought aboard a Pedal Bus by a patron over the age of twenty-one (21). The following provisions shall apply:

(1) Alcoholic liquor may be transported and consumed aboard pedal buses properly licensed under this chapter;

(2) A licensee commits an offense if he or she provides alcoholic liquor to pedal bus passengers for a fee or as part of the passenger transport service;

(3) A licensee commits an offense if he or she provides or stocks any alcoholic liquor aboard the pedal bus;

(4) Alcoholic liquor consumed aboard a pedal bus may only be consumed in plastic or paper cups;

(5) Alcoholic liquor may be consumed only when the passenger is in or on the pedal bus and only when otherwise permitted by all applicable local and state laws and regulations, including but not limited to all other applicable provisions of the Illinois Municipal Code and the laws of the State of Illinois;

(6) The pedal bus operator and driver may not allow consumption of alcoholic beverages by persons under the age of twenty-one (21). Possession and/or consumption of alcoholic liquor by any person under age twenty-one (21) is prohibited;

(7) Licensees under this chapter may uncork, pour, serve or otherwise control the consumption of the alcoholic liquor;

(8) Any employee responsible for serving alcoholic liquor or checking identification must be appropriately trained in accordance with state law and local ordinance;

(9) Licensees shall provide to the City a certificate of insurance reflecting coverage for dram shop or equivalent liability insurance.

§ 116.52 QUALIFICATIONS OF PEDAL BUS DRIVER.

No person shall drive a pedal bus or be permitted to do so if they are not:

(A) A duly licensed driver in the State of Illinois;

- (B) Familiar with local traffic laws and ordinances;
- (C) The age of twenty-one (21) years or older.

§ 116.53 USE OF PEDAL BUS FOR CRIME.

No person shall knowingly permit any pedal bus to be used in the perpetration of a crime.

§ 116.54 PEDAL BUS OPERATION.

(A) No Pedal Bus driver shall transport passengers while using a wireless device unless said Pedal Bus is not in motion.

(B) No Pedal Bus shall be driven in weather conditions that pose an unreasonable safety risk to the driver or passengers of the Pedal Bus, or to motorists or pedestrians.

(C) For the purposes of immediately loading and unloading passengers, a Pedal Bus may remain standing upon a street if the Pedal Bus is in any legal parking stall, designated loading zone, or any other location that does not impede pedestrian or vehicular traffic.

(D) No Pedal Bus shall be left unattended by the Pedal Bus driver unless legally parked in a legal parking stall.

(E) No Pedal Bus driver shall operate a Pedal Bus on a street with a posted speed limit of thirty-five (35) miles per hour or greater, except for the purpose of crossing that street.

(F) No Pedal Bus driver, while driving a Pedal Bus, shall stop on a street with a posted speed limit of thirty-five (35) miles per hour or greater in order to pick up or drop off passengers.

(G) No Pedal Bus driver shall drive a Pedal Bus on a sidewalk.

(H) No Pedal Bus driver shall drive a Pedal Bus in a way that obstructs the flow of pedestrian traffic, except for the time period necessary to pick up or drop off passengers.

(I) Pedal Buses shall only be operated on fixed routes, pre-approved in writing by the City Clerk, on streets with a posted speed limit of thirty-five (35) miles per hour or less, with the exception of crossing a street with a posted speed limit greater than thirty-five (35) miles per hour in a legal manner.

§ 116.55 CONDITION OF PEDAL BUS; INSPECTIONS.

(A) No license to engage in the business of driving a Pedal Bus shall be issued unless:

(1) The Pedal Bus is equipped with seats for the driver and all passengers;

(2) The Pedal Bus provides a hood or cover to protect passengers from the elements;

(3) The Pedal Bus is equipped with hydraulic or mechanical disc brakes, a battery-operated or generator-operated headlight and taillight, both front and rear turn signals, tires, and bell or horn;

(4) The Pedal Bus has been inspected and found by the City Manager or her/his designee to be in clean, sanitary, safe and good mechanical condition for the transportation of passengers; and

(5) A written certificate of the inspection required by this Section is filed with the City Manager or her/his designee.

(B) Every Pedal Bus in operation shall be inspected at the beginning of the license year to determine if such Pedal Bus meets the requirements of this Chapter. The inspection required may be conducted by the City or by such duly qualified persons as the Mayor may direct.

(C) Additional inspections may be required as often as the apparent condition of the Pedal Bus warrants.

§ 116.56 PEDAL BUS MARKINGS; SIMILAR MARKINGS PROHIBITED.

All Pedal Buses shall have painted conspicuously upon the unit the name of the Pedal Bus business as provided to the Mayor or her/his designee in visible lettering at least three (3) inches in height.

§ 116.57 PEDAL BUS WIDTH.

It shall be unlawful to operate a Pedal Bus that is wider than seventy-five (75) inches at its widest point.

§ 116.58 PEDAL BUS CONDITION.

It shall be unlawful for any person to drive, or cause to be driven, a Pedal Bus that is not in good working order.

Section 2. All prior ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of the Ordinance.

Section 3. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 4. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

PASSED by the City Council of the City of Belleville, Illinois, on this 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9347-2024

AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 91 (CEMETERIES), SECTION 91.01 (MUNICIPAL CEMETERY), SECTION 91.15 (SUPERINTENDENT OF CEMETERIES), SECTION 91.18 (DUTIES), SECTION 91.19 (GRAVES), SECTION 91.31 (CARE OF LOTS), SECTION 91.32 (CEMETERY FEES), SECTION 91.33 (FOUNDATION CHARGES), SECTION 91.45 (IMPROVEMENTS IN WALNUT HILL CEMETERY), SECTION 91.46 (SHOOTING AND TRESPASSING), SECTION 91.47 (MALICIOUS MISCHIEF), SECTION 91.48 (OBSTRUCTING STREETS), SECTION 91.49 (WORK FOR HIRE PROHIBITED), SECTION 91.50 (CLOSING OF CEMETERY), SECTION 91.52 (ONE BODY PER GRAVE), OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED

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

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

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

Section 1. **Section 91.01** is hereby amended by repealing Section 91.01 (Municipal Cemetery) in its entirety, and substituting in lieu thereof Section 91.01 (Municipal Cemeteries), as follows:

§ 91.01 MUNICIPAL ~~CEMETERY~~CEMETERIES.

The city owns or controls **a two** municipal ~~cemetary~~ **cemeteries** (Walnut Hill Cemetery **and Mt. Hope Cemetery**) lying within the corporate limits of the city.

Section 2. **Section 91.15** is hereby amended by repealing Section 91.15 (Superintendent of Cemeteries) in its entirety, and substituting in lieu thereof Section 91.15 (Superintendent of Cemeteries), as follows:

§ 91.15 SUPERINTENDENT OF CEMETERIES.

The Director of Public Works created in § 32.004 of this Code of Ordinances shall also serve as the Superintendent of Cemeteries to oversee Walnut Hill Cemetery **and Mt. Hope Cemetery**.

Section 3. Section 91.18 is hereby amended by repealing Section 91.18 (Duties) in its entirety, and substituting in lieu thereof Section 91.18 (Duties), as follows:

§ 91.18 DUTIES.

The Superintendent of Cemeteries shall perform the following duties.

(A) He or she shall have the general care and custody of Walnut Hill Cemetery and Mt. Hope Cemetery. In connection with the City Engineer, he or she shall lay out all lots and walks and roadways in the cemetery and preserve a record thereof as may be ordered by the City Council.

(B) He or she shall afford purchasers all the facilities in his or her power for the inspection of the grounds and all unsold lots.

(C) He or she or his or her assistant shall be at the cemetery or at some suitable place designated by them, so that any person desiring to have a person buried may be able to find them.

(D) He or she shall have control of all workers employed in the cemetery and oversee the enforcement of all laws, rules and regulations affecting the rights of proprietors or the conduct of visitors.

(E) He or she shall have charge of and keep an account of all property, tools and implements belonging to the cemetery and shall keep a record of all interments made.

(F) He or she shall keep such books of records, make such reports and perform such other duties appropriate to this office as the City Council may from time to time require.

(G) He or she shall pay over or cause to be paid over to the City Treasurer monthly or oftener, all moneys that may be received as Superintendent for work done by him or her or his or her subordinates at the cemetery, or that may be received by him or her from any other source and belonging to the city.

(H) He or she shall duly certify all orders and certificates for expenditures made by him or her, together with monthly payrolls of employees at the cemetery.

(I) He or she shall, on resigning or being removed from office, deliver to the City Clerk, all books and papers, registers and all property belonging to the city.

Section 4. Section 91.19 is hereby amended by repealing Section 91.19 (Graves) in its entirety, and substituting in lieu thereof Section 91.19 (Graves), as follows:

§ 91.19 GRAVES.

(A) The Superintendent of Cemeteries shall cause all graves in the Walnut Hill Cemetery and Mt. Hope Cemetery to be dug at least two feet from the top of the ground on a level at the top of the vault; and graves over five feet long shall not be less than two feet six inches from the top of the ground to the top of vault. The graves shall be filled up at least 18 inches above the level of the ground at the top.

(B) Only standard burial boxes or vaults, constructed of reinforced concrete or other such permanent material, shall be installed in graves in the Walnut Hill Cemetery and Mt. Hope Cemetery. The burials of deceased premature babies, stillborn babies and deceased children of less than one year of age are excluded from the requirements of this division (B).

(C) Only one body may be buried in any burial lot unless an extra deep burial has been purchased.

(D) A limit of two cremations per grave. Cremation container may not be wood (must be concrete, industrial plastic and the like).

(E) One full burial with ashes on top is permitted.

(F) Infant burial is considered full burial; one ashes permitted on top.

Section 5. **Section 91.31** is hereby amended by repealing Section 91.31 (Care of Lots) in its entirety, and substituting in lieu thereof Section 91.31 (Care of Lots), as follows:

§ 91.31 CARE OF LOTS.

(A) The Superintendent of Cemeteries and his or her assistants shall cut the grass on all the graves and lots in Walnut Hill Cemetery and Mt. Hope Cemetery. Upon purchase of a new grave, 15% of the price of the grave is endowed care. For graves/lots in which endowed care is still owed, 15% of the current grave cost is due. If owners were enrolled in the seasonal care plan and still owe endowed care, 15% of the current grave cost, less the seasonal care paid, would be the amount owed. Care will be given to these lots and graves so long as there remains a Walnut Hill Cemetery and Mt. Hope Cemetery.

(B) The seasonal care plan shall no longer be available for lots.

(C) The city shall render bills to all lot owners or other persons responsible for the care of lots. If no response is made to the sending of bills, the city will charge all uncollected care charges to these lots. Fees shall be collected before the opening of any grave or the burial of the deceased on any lot where such care fees are in arrears.

Section 6. Section 91.32 is hereby amended by repealing Section 91.32 (Cemetery Fees) in its entirety, and substituting in lieu thereof Section 91.32 (Cemeteries), as follows:

§ 91.32 CEMETERY FEES.

(A) *General.*

(1) The following shall be paid to the City Treasurer for services performed at Walnut Hill and Mt. Hope Cemetery.

(2) The Mayor and/or designee may convey, sell and dispose of a grave or burial space for \$800 for each grave or burial space including endowed care.

(a) Opening and Closing Fees for Casket Services: ~~graves for bodies:~~

Burial Type	Monday – Friday	Saturday	Sunday & Holidays
Direct Burial (without service)	\$1050	\$1250	\$1450
Chapel Service (includes use of Chapel for service, Walnut Hill Only)	\$1100	\$1250	\$1450
Graveside Service (includes tent, grave lining and chairs)	\$1150	\$1250	\$1450

(b) Opening and Closing Fees for Ashes from Cremated Bodies, Still Births, and Infants less than 6 (six) months, and Limbs from Humans

Burial Type	Monday – Friday	Saturday	Sunday & Holidays
Direct Burial (without service)	\$750	\$900	\$1000
Chapel Service (includes use of Chapel for service, Walnut Hill Only)	\$775	\$900	\$1000
Graveside Service (includes tent, grave lining and chairs)	\$800	\$900	\$1000

(c) For Ashes buried at the same time as another burial, including ashes placed in a casket with a full body, a fee of \$200 is charged. This fee is also charged when two sets of ashes are buried at the same time.

(d) Opening and Closing Fees for Niches (Walnut Hill Cemetery Only)

(i) Niche Internment – permanent placement of cremation urn within a recessed compartment of structure, maximum of two sets of remains (includes burial service and engraving)

Burial Type	Monday – Friday	Saturday	Sundays & Holidays
One Set of Remains	\$1500	\$1600	\$1700
Two Sets of Remains	\$2500	\$2600	\$2700

(e) Disinterring Fees

Ashes from cremated bodies, still births, infants less than 6 (six) months, limbs from humans	\$500
Any and all bodies of persons over 12 (twelve) years	\$1000
Any and all bodies of persons under 12 (twelve) years	\$500

Chapel Service	\$750
Direct Burial (without service)	\$700
Graveside—tent, grave lining and chairs	\$800

(b) For services specified in division (A)(2)(a) above on Saturdays: \$1,000;

(c) For services specified in division (A)(2)(a) above on Sundays/holidays: \$1,200;

(d) Opening of graves for still births, infants below six months, limbs from human beings or ashes from cremated bodies:

Chapel Service	\$375
Direct Burial (without service)	\$350
Graveside—tent, grave lining and chairs	\$400

(e) For services specified in division (A)(2)(d) above on Saturdays: \$500;

(f) For services specified in division (A)(2)(d) above on Sundays/holidays: \$600;

(j) For disinterring of still births, infants below six months, limbs from human beings or ashes from cremated bodies: \$350;

(k) For disinterring any and all bodies of persons over the age of 12 years: \$700;

(l) For disinterring any and all bodies of persons under the age of 12 years: \$350;

~~(m) Extra charge for digging a grave extra deep to provide for an additional burial: \$200;~~

~~(n) Extra charge for services arriving at the cemetery after 3:00 p.m.: \$200; and~~

~~(o) Niche interment — permanent placement of cremation urn within a recessed compartment or structure — maximum two sets of remains (includes burial service and engraving):-~~

One Set of Remains	\$1,500 Saturday Service: \$1,600 Sunday/Holiday Service: \$1,700
Two Sets of Remains	\$2,500 Saturday Service: \$2,600 Sunday/Holiday Service: \$2,700

(B) *Late and other charges.*

(1) ~~A late charge of \$200 will be added to the cost of a burial if the burial arrangements are not confirmed before 12:00 p.m. on the last working day for a Saturday or holiday funeral.~~ **A fee of \$200 to dig a deeper grave to allow for an additional burial. Only for previously arranged burials and if grave has been opened and burial does not take place, the corresponding Direct Burial Fee is to be charged for the opening and closing of the grave.**

(2) ~~A late charge of \$200 will be added to the cost of a burial if the burial arrangements are not confirmed before 12:00 p.m. on Friday for a funeral that is before 12:00 p.m. on Monday.~~ **arrive at the cemetery after 3:00pm**

(3) ~~A late charge of \$200 will be added to the cost of a burial if the burial arrangements are not confirmed before 12:00 p.m. on the last working day before a holiday for a burial that is before 12:00 p.m. the date after a holiday.~~ **for less than 24 hours-notice and notification received after 12:00pm (noon) on a Friday and/or Holiday weekend**

~~(4) A late charge of \$200 will be added to the cost of a burial if the burial arrangements are not confirmed before 12:00 p.m. for a funeral that is scheduled before 12:00 p.m. of the following day.~~

~~(5) A late charge of \$200 will be added to the cost of a burial not confirmed until the day of the burial.~~

~~(6)~~ **(4)** Illinois Public Aid burials are accepted. If grave is to be included, Walnut Hill **and Mt. Hope** Cemetery will determine the location of the grave.

Section 7. Section 91.33 is hereby amended by repealing Section 91.33 (Foundation Charges) in its entirety, and substituting in lieu thereof Section 91.33 (Foundation Charges), as follows:

§ 91.33 FOUNDATION CHARGES.

(A) All sizes are figured at \$0.40 per inch.

Fee for baby markers a maximum of 16 inches	\$55
In-ground vases with concrete base installed	\$110
Minimum fee for regular markers	\$96

(B) Width for grass borders will be and not exceed 20 inches. Foundations for grass borders are figured 36 inches deep. Grass borders are required in the 11th Addition, plus all future block additions. Walnut Hill and Mt. Hope Cemetery will finish all grass borders.

(1)	Standard	w/Grassborder
2 ft. x 10in. x 3ft.	\$96	\$256
2 ft. x 1 ft. x 3 ft.	\$115	\$256

(2)	Standard	w/Grassborder
2 ft. 6 in. x 10 in. x 3 ft.	\$120	\$304
2 ft. 6 in. x 1 ft. x 3 ft.	\$144	\$304

(3)	Standard	w/Grassborder
3 ft. x 10 in. x 3 ft.	\$144	\$352
3 ft. x 1 ft. x 3 ft.	\$173	\$352

(4)	Standard	w/Grassborder
3 ft. 6 in. x 10 in. x 3 ft.	\$168	\$400
3 ft. 6 in. x 1 ft. x 3 ft.	\$202	\$400

(5)	Standard	w/Grassborder
4 ft. x 10 in. x 3 ft.	\$192	\$448
4 ft. x 1 ft. x 3 ft.	\$230	\$448

(6)	Standard	w/Grassborder
4 ft. 6 in. x 10 in. x 3 ft.	\$216	\$496
4 ft. 6 in. x 1 ft. x 3 ft.	\$259	\$496

(7)	Standard	w/Grassborder
5 ft. x 10 in. x 3 ft.	\$240	\$544
5 ft. x 1 ft. x 3 ft.	\$288	\$544

(8)	Standard	w/Grassborder
5 ft. 6 in. x 10 in. x 3 ft.	\$264	\$592
5 ft. x 1 ft. x 3 ft.	\$317	\$592

(9)	Standard	w/Grassborder
6 ft. x 10 in. x 3 ft.	\$288	\$640
6 ft. x 1 ft. x 3 ft.	\$346	\$640

Section 8. Section 91.45 is hereby amended by repealing Section 91.45 (Improvements in Walnut Hill) in its entirety, and substituting in lieu thereof Section 91.45 (Improvements in Walnut Hill and Mt. Hope Cemetery), as follows:

§ 91.45 IMPROVEMENTS IN WALNUT HILL AND MT. HOPE CEMETERY.

(A) All graves in Walnut Hill **and Mt. Hope** Cemetery shall be made level. Lot owners shall not plant any growing flowers, such as peonies, rose bushes, sweetpeas and the like and all growing plants, bushes or offensive objects on graves and lots shall be removed by the Superintendent of Cemeteries or his or her assistants.

(B) All bushes, trees, shrubs, evergreens, plants and the like shall be removed from that part of each lot in the cemetery facing an areaway, street or alley, commonly known as the front part of a cemetery lot.

(C) The Superintendent of Cemeteries may remove from graves and all bouquets and bouquet holders in excess of one, except on Memorial Day, Christmas Day, Mother’s Day and Father’s Day.

(D) All persons shall be requested to refrain from using glass jars, tin cans, boxes, baskets or buckets as bouquet holders on graves.

(E) All cornerstones shall be placed at ground level or not more than two inches below ground level.

(F) All copings, fences, concrete curbing, hedges and the like on or around any grave or cemetery lot in the cemetery are declared a nuisance and such copings, fences, concrete curbing, hedges and the like shall be removed by the Superintendent of Cemeteries and his or her assistants.

(G) No person shall construct, aid in constructing or cause to be constructed any curb, coping, rail, fence, trellis or anything similar thereto in the cemetery, and no person shall plant, aid in planting or cause to be planted any bush, shrub or tree in the cemetery, except with the consent and under the supervision of the Superintendent of Cemeteries.

(H) All tombstones in the cemetery shall be placed in a line to be known as the tombstone line.

Section 9. Section 91.46 is hereby amended by repealing Section 91.46 (Shooting and Trespassing) in its entirety, and substituting in lieu thereof Section 91.46 (Shooting and Trespassing), as follows:

§ 91.46 SHOOTING AND TRESPASSING.

No person shall hunt, discharge a firearm or otherwise trespass upon Walnut Hill Cemetery, **Mt. Hope Cemetery** or any cemetery in the city.

Section 10. Section 91.47 is hereby amended by repealing Section 91.47 (Malicious Mischief) in its entirety, and substituting in lieu thereof Section 91.47 (Malicious Mischief), as follows:

§ 91.47 MALICIOUS MISCHIEF.

No person shall carry away or remove, or break, deface, destroy or otherwise injure any monument, tombstone, tree, shrub or flower, railing, fence or any other property, article or thing belonging to Walnut Hill Cemetery, **Mt. Hope Cemetery** or any cemetery within the city or placed or erected therein for ornament or otherwise; or trespass upon or maltreat any grave or lot.

Section 11. Section 91.48 is hereby amended by repealing Section 91.48 (Obstructing Streets) in its entirety, and substituting in lieu thereof Section 91.48 (Obstructing Streets), as follows:

§ 91.48 OBSTRUCTING STREETS.

No person shall obstruct any street in Walnut Hill Cemetery, **Mt. Hope Cemetery** or any cemetery within the city of excavation, digging graves or erecting fences or monuments.

Section 12. Section 91.49 is hereby amended by repealing Section 91.49 (Work for Hire Prohibited) in its entirety, and substituting in lieu thereof Section 91.49 (Work for Hire Prohibited), as follows:

§ 91.49 WORK FOR HIRE PROHIBITED.

No person other than the Superintendent of Cemeteries or other agent or employee of the Superintendent or of the city shall engage in, do or perform any of the work, services or labor about or upon any grave, lot or cemetery ground in Walnut Hill or **Mt. Hope** Cemetery which work constitutes the work, services, labor or duties usually performed by or under the Superintendent.

Section 13. Section 91.50 is hereby amended by repealing Section 91.50 (Closing of Cemetery) in its entirety, and substituting in lieu thereof Section 91.50 (Closing of Cemetery), as follows:

§ 91.50 CLOSING OF CEMETERY.

- (A) Walnut Hill **and Mt. Hope** Cemetery will be open from dawn to dusk.
- (B) No person shall be on the cemetery grounds or enclosure after these hours without special permit from the Mayor in writing.

Section 14. Section 91.52 is hereby amended by repealing Section 91.52 (One Body Per Grave) in its entirety, and substituting in lieu thereof Section 91.52 (One Body Per Grave), as follows:

§ 91.52 ONE BODY PER GRAVE.

- (A) There shall only be one body buried in any grave in Walnut Hill **and Mt. Hope** Cemetery unless the grave has been purchased for a double deep burial. No graves shall be sold for a double deep burial from the date of this section. If a grave deed authorized two bodies to be buried in the same grave, a burial vault must be used for the burial of the first body in the grave. The extra cost for safety for digging a double deep grave shall be paid by the lot owner or person making arrangements for the burial.
- (B) This shall not apply to the burial of an urn of ashes in a grave site.

Section 15. All prior ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of the Ordinance.

Section 16. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 17. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

PASSED by the City Council of the City of Belleville, Illinois, on this 18th day of November, 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 19th day of November, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:11/14/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday November 18,2024

SYS TIME:12:44

DATE: 11/18/24

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	13-00	3,529.75
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	7,096.26
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,866.30
EL001	ELECTRICO, INC.	13-00	81.25
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	38,456.87
LO029	LOCHMUELLER GROUP	13-00	568.00
	**TOTAL		51,598.43

	13 MOTOR FUEL TAX FUND	GRAND TOTAL	51,598.43