



**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
DECEMBER 15, 2014
AT 7:00 P.M.**

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 ALDERMEN

3. ROLL CALL DEPARTMENTS HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

5-A. Annexation Agreement (see Notice of Public Hearing attached hereto)

6. 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 30-1-2 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.

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Eckert will recommend the appointment of Dorothy Meyer (200 North 28th Street) to serve as Ward Two Alderman to fill a vacancy. Dorothy will assume the same vacated committee assignments.

7 -B. Judge Julie Gomric will swear-in Dorothy Meyer.

7-C. Mayor Eckert will recognize Emily Fultz.

7-D. Mayor Eckert will recommend the following appointment to the Parks and Recreation Board to serve a five year term: Teresa M. Hessel.

8. APPROVAL OF MINUTES

8-A. Council Meeting December 1, 2014

9. CLAIMS, PAYROLL, AND DISBURSEMENTS

10. REPORTS

10-A. **Treasurer's Report** - City of Belleville Funds & Statement of Cash and Investments for November 2014.

10-B. **Housing Report** of cash receipts for FY 2014-2015 (through November 2014).

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

11-A. Motions as recommended by the **ECONOMIC DEVELOPMENT AND ANNEXATION COMMITTEE**:

11-A(1). Motion to approve an annexation agreement with Oblate Real Estate Trust, Oblate Shrines and Renewal Centers, Inc., Missionary Oblates of Mary Immaculate and Our Lady of the Snows Foundation, Inc.

11-A(2). Motion to approve an annexation petition with Oblate Real Estate Trust, Oblate Shrines and Renewal Centers, Inc., Missionary Oblates of Mary Immaculate and Our Lady of the Snows Foundation, Inc.

11-A(3). Motion to approve a technical services contract with Economic Development Resources.

11-B. Motion from MIKE HEISLER AS RECOMMENDED BY THE MASTER SEWER COMMITTEE:

11-B(1). Approve a change order #1 for the First Flush Basin Sludge Removal in the amount of \$49,800.00 from Metro Ag., Inc.

11-C Motion from PHIL SILSBY AS RECOMMENDED BY THE FINANCE COMMITTEE:

11-C(1). Motion to approve the 2014 Tax Levy.

11-C(2). Motion to approve the budget amendments as recommended by the Finance Director.

11-D Motion from GABBY RUJAWITZ AS RECOMMENDED BY THE HEALTH AND HOUSING COMMITTEE:

11-D(1). Motion to accept bid proposal from Grass Roots Lawn Care for the Grass Mowing and Yard Maintenance Contract for the years 2015 through 2017.

11-E. Motion from KEN KINSELLA AS RECOMMENDED BY THE ORDINANCE AND LEGAL REVIEW COMMITTEE:

11-E(1). Designating Ordinance for the City's Enterprise Zone.

11-E(2). Authorize Ordinance Amending Chapter 24 (Electrical Code).

11-E(3). Authorize Ordinance amending Chapter 9 (Boards and Commissions – Historical Commission).

11-E(4). Ordinance authorizing an Annexation Agreement with Oblate Real Estate Trust, Oblate Shrines and Renewal Centers, Inc., Missionary Oblates of Mary Immaculate and Our Lady of the Snows Foundation, Inc. Ordinance approves annexing certain territory.

11-F. Motion from PAUL SEIBERT AS RECOMMENDED BY THE STREETS AND GRADES COMMITTEE:

11-F(1). Motion to approve Quality Testing in the amount of \$18,900.00 to perform geotechnical services at 720 West Main Street.

12. COMMUNICATIONS

12-A. Motion to approve request from St. Clair County Bar Association to hold their 14th Annual Law Day Run/Walk & 1k Youth Fun Run on May 2, 2015 starting at 9 AM and including temporary road closures, police protection, street department assistance, etc. (Please see attached request for details).

12-B. Request from Belleville Oktoberfest to hold their 2015 Festival on the Public Square on Friday, September 18, 2015 and Saturday, September 19, 2015 from 11 AM to 11 PM both days.

12-C. Request from Ogles Watch Neighborhood Associations to hold their 5K on Saturday, October 24, 2015. The 5K will be held in the Ogles subdivision, starting and ending at St. Matthew United Methodist Church.

13. PETITIONS

14. RESOLUTIONS

14 A. **RESOLUTION NO. 3207**

A resolution amending the annual budget of the City of Belleville, Illinois for the fiscal year beginning on the 1st day of May 2014, and ending on the 30th day of April 2015.

14 B. **RESOLUTION NO. 3208**

A resolution amending the annual budget of the City of Belleville, Illinois for the fiscal year beginning on the 1st day of May 2014, and ending on the 30th day of April 2015.

14 C. **RESOLUTION NO. 3209**

A resolution authorizing Intergovernmental Agreement for property transfers between the City of Belleville, Illinois and the St. Clair County Public Building Commission.

15. ORDINANCES

15 A. **ORDINANCE NO. 7826**

An ordinance providing for the annual tax levy upon real estate situated within the corporate limits of the City of Belleville, in the County of St. Clair and the State of Illinois, subject to taxation, for the fiscal year commencing on the 1st day of May, 2014 and ending on the 30th day of April, 2015.

15 B. **ORDINANCE NO. 7827**

An Ordinance Authorizing the Execution of an Annexation Agreement with Oblate Real Estate Trust, Oblate Shrines and Renewal Centers, Inc., Missionary Oblates of Mary Immaculate and Our Lady of the Snows Foundation, Inc.

15 C. **ORDINANCE NO. 7828**

An Ordinance Annexing Certain Territory to the City of Belleville, Illinois.

15 D. **ORDINANCE NO. 7829**

Designating Ordinance for the City's Enterprise Zone.

- 15 E. **ORDINANCE NO. 7830**
An Ordinance amending Chapter 9 (Boards and Commissions – Historical Commission).
- 15 F. **ORDINANCE NO. 7831**
An Ordinance amending Chapter 24 (Electrical Code).
- 15 G. **ORDINANCE NO. 7832**
An Ordinance amending Chapter 52 (Traffic).

16. UNFINISHED BUSINESS

- 16A. **69-Nov14 – Dahm & Schell, Inc./Keith Schell & Mary Dahm Schell** – Requesting to rezone the property at 200 Union Ave. from A-1 Single Family Zoning District to C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-52) Ward 5. **Ordinance No. 7833.**
- 16B. **ORDINANCE NO. 7833** - 69-Nov14 – Dahm & Schell, Inc./Keith Schell & Mary Dahm Schell

17. MISCELLANEOUS & NEW BUSINESS

- 17-A. Motor Fuel Claims in the Amount of **\$188,875.44.**

18. EXECUTIVE SESSION

- 18-A. The City Council may go into executive session to discuss personnel, litigation, and property acquisition or transfer of property.
- 18-B. December 1, 2014 Executive Session Minute Review/Release.

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

**NOTICE OF PUBLIC HEARING ON ANNEXATION AGREEMENT
CITY OF BELLEVILLE, ILLINOIS**

Pursuant to Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3), a Public Hearing will be held by the Mayor and the City Council of the City of Belleville on December 15, 2014 at 7:00 p.m. in the Council Chambers of City Hall, 101 South Illinois Street, Belleville, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an Annexation Agreement concerning the annexation to the City of Belleville, Illinois, of tracts of property comprising approximately 408 acres of land generally bounded by Illinois Route 157 and Southern Railroad on the West and the City limits on the East and located both North and South of Illinois Route 15, legally described as follows:

07-03.0-100-030 (Briar Hill Road, Belleville, IL 62223), 07-03.0-200-005 (9401 Illinois Route 15, Belleville, IL 62223), 07-03.0-300-005 (Illinois Route 15, Belleville, IL 62223), 07-03.0-400-001 (9401 Illinois Route 15, Belleville, IL 62223), 07-03.0-300-004 (9500 Illinois Route 15, Belleville, IL 62223), 07-04.0-401-018 (9500 Illinois Route 15, Belleville, IL 62223), 07-04.0-401-012 (422 S. DeMazenod Drive, Belleville, IL 62223), 07-03.0-300-001 (9500 Illinois Route 15, Belleville, IL 62223), 07-04.0-401-006 (9500 Illinois Route 15, Belleville, IL 62223), 07-04.0-201-015 (Highway 157, East St. Louis, IL 62207), 07-04.0-401-011 (9500 Illinois Route 15, Belleville, IL 62223), 07-04.0-401-017 (9500 Illinois Route 15, Belleville, IL 62223), 07-04.0-401-014 (9500 Illinois Route 15, Belleville, IL 62223), 07-04.0-401-004 (9500 Illinois Route 15, Belleville, IL 62223), 07-09.0-201-003 (9500 Illinois Route 15, Belleville, IL 62223), 07-09.0-201-004 (9500 Illinois Route 15, Belleville, IL 62223), 07-10.0-100-001 (9500 Illinois Route 15, Belleville, IL 62223), 07-10.0-100-001 (9500 Illinois Route 15, Belleville, IL 62223), 07-09.0-201-006 (9975 Old St. Louis Road, East St. Louis, IL 62207), 07-09.0-201-005 (9977 Old St. Louis Road, East St. Louis, IL 62207),

located in St. Clair County, Illinois.

It is proposed that the subject property be zoned for a commercial use within the C-2 Heavy Commercial zoning district comprising commercial uses in accordance with the Annexation Agreement. An accurate map of the subject property proposed to be annexed to the City and the form of the proposed Annexation Agreement are on file with the City Clerk.

You are further notified that the proposed Annexation Agreement may be changed, altered, modified, amended, or redrafted in its entirety after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

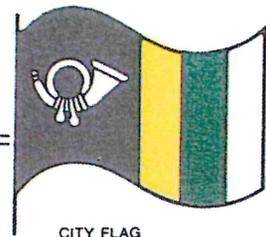
By order of the Corporate Authorities of the City of Belleville, St. Clair County, Illinois.

Dallas B. Cook, City Clerk

CITY OF BELLEVILLE, ILLINOIS

MARK W. ECKERT, MAYOR

101 South Illinois Street
Belleville, IL 62220-2105
Office: (618) 233-6810
Fax: (618) 233-6779



CITY FLAG
DESIGNED BY
FREDRICK L. LANGE
JULY 6th 1964



MEMORANDUM

TO: City of Belleville Elected Officials
Parks & Recreation Board

FROM: Mark W. Eckert, Mayor *MWE*

DATE: December 8, 2014

SUBJECT: Recommendation for Parks & Recreation Board

I am recommending Teresa M. Hessel to fill a vacancy on the Parks & Recreation Board for a five year term. Teresa's resume is attached.

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

Thank you.

Belleville News Democrat ~ Belleville, Illinois

Advertising Executive – December 2006 – June 2012

- Awarded Advertising Salesperson of the Year for the State of Illinois in June 2011
- Awarded Advertising Salesperson of the Year for the BND in March 2011
- Numerous Salesperson of the month and quarter awards
- Advertising representative for all Niche Publications including: Lipstik Magazine, Abode Magazine, Adult Lifestyle Magazine and Everyman Magazine.
- Advertising representative for Events including: 2 Bridal Shows per year, The Lipstik Women's Show, The Everyman Show and The Springtime Senior Celebration.
- Advertising representative for all BND media including: the Belleville News Democrat, The O'Fallon Progress, The Command Post, The Highland NewsLeader, Yahoo!, bnd.com, Search
- Search Engine Marketing and DealSaver.
- Build and maintain client list and revenue stream
- Consult with clients to determine best advertising campaign for their business, help to design ads in print and online.

Wichita Swim Club ~ Wichita, Kansas

Business Manager– October 1997 – October 2006

- Bookkeeping (on PeachTree Software) including: payables, receivables, taxes and payroll.
- Operating a \$500,000 per year budget
- Maintain membership information for 500+ families
- Customer Service
- Plan local, regional and national competitions. Duties include: securing volunteers, securing sponsorship, organizing and coordination of every aspect of event.

Wichita Swim Club ~ Wichita, Kansas (continued)

Aquatics Director – September 2000 – August 2004

- Coordinate and oversee the Swim Lesson Program with 200 – 1200 swimmers per session.
- Oversee the Water Aerobics program and all rental uses of the facility
- Hire and train Lifeguard and Lesson Instructor Staff
- Teach swim lessons and water aerobics
- Responsible for care of pool and facility including cleanliness and water quality

SKILLS

Office Administration and Customer Service

- Answer all calls and greet all visitors
- Solicit New business and maintain existing client base
- Describe programs, enrollment and on site tours for potential members/clients
- Answer all questions for patrons (i.e. accounts, programs, concerns...)
- Maintain cleanliness, organization, files and supplies
- Ensure that all families/athletes/clients have required forms completed and on file
- Properly log and post payments to accounts, make deposits

Program management

- Train and oversee instructors to ensure lessons are taught to expected standards
- Write lesson plans for swim lesson program
- Mentoring employees and athletes in positive way, guiding them to success
- Leading by example, expecting no less of others than I expect of myself

Community Relations

- Active member of my community in many areas
- Volunteer at sporting events, fundraising events to benefit community and programs

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
DECEMBER 1, 2014 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

Mayor Eckert explained the disaster procedures. Mayor Eckert reminded anyone speaking this evening to step up to a microphone because the meetings are being taped and posted the next day on the website.

Mayor Eckert asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert and City Clerk Dallas B. Cook. Aldermen: Mike Heisler, Ken Kinsella, Melinda Hult, Janet Schmidt, Gabby Rujawitz, Johnnie Anthony, Jim Davidson, Phil Silsby, Joseph Hayden, Paul Seibert, Bob White, Trent Galetti, James Musgrove, Joe Orlet and Lillian Schneider.

Alderman Randle excused.

Alderman Galetti excused.

City Treasurer Hardt excused.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Fire Chief, Tom Pour; City Attorney, Garrett Hoerner; Director of Maintenance, Ken Vaughn; Director of Wastewater, Royce Carlisle; Finance Director, Jamie Maitret; Human Resource Director, Jim Schneider; Director of Library, Leander Spearman; Economic Development, Planning & Zoning, Emily Fultz; Health and Housing Director, Bob Sabo; Director of Parks and Recreation, Debbie Belleville, Assistant Director of Public Works, Mike Parks.

Department Heads: Police Chief, Bill Clay; Director of Public Works, Chuck Schaffer; City Engineer, Tim Gregowicz was excused.

PLEDGE

Mayor Eckert requested everyone to stand while the Boy Scouts and Girl Scouts led the pledge of allegiance.

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Mayor Eckert explained the new Public Participation wording included on the agenda and asked if anyone would like to come forward for the public participation portion of the meeting and said please state your name and address for the record and limit comments to approximately three minutes per person and to please speak into the microphone.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert recognized the character word of the month “EMPATHY” identifying and understanding others; feelings in order to get along better.

City Clerk, Dallas Cook recognized Matthew Rice, Public Affairs Manager with the Illinois Comptroller Judy Baar Topinka’s office to read a Proclamation from the Comptroller for Belleville’s 200th Anniversary.

Mayor Eckert recognized Alderman Melinda Hult. Alderman Hult announced that she and her family would be moving to Oregon.

Alderman Hult gave Mayor Eckert a plaque she received from her sister when she became an alderman.

Mayor Eckert recognized Darrell Coons who give remarks about “Belleville Cares” website.

Alderman Schmidt made a motion seconded by Alderman Rujawitz to approve the following appointments to fill the vacancies on the Crime Free Housing Committee:

Property Manager: Dorcus Cecil.

Tenant: Amanda Eschman

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Anthony, Silsby, Hayden, Seibert, White, Musgrove, Orlet and Schneider. (14)

Alderman Randle and Galetti excused. (2)

Alderman Heisler made a motion seconded by Alderman Kinsella to appoint of Ken Bassler, Jr. as Electrical Inspector effective December 15, 2014

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Anthony, Silsby, Hayden, Seibert, White, Musgrove, Orlet and Schneider. (14)

Alderman Randle and Galetti excused. (2)

REPORTS

Treasurer's Report and Housing Report

Alderman Schmidt made a motion seconded by Alderman Heisler to receive and file the City of Belleville Funds & Statement of Cash and Investments for October 2014.

All members voted aye.

ORAL REPORTS

Zoning Board of Appeals Committee

Alderman Hayden made a motion seconded by Alderman Anthony to approve **66-Nov14 – David M. Sandusky** – Requesting a Special Use permit for a liquor license at 20 S. Belt West located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50) Ward 5 – **Ordinance #7823** and have the proper ordinance drawn.

All members voted aye.

Alderman Schmidt made a motion seconded by Alderman Seibert to approve **67-Nov14 – Phillip G. Elmore** – Requesting a Use variance in order to build a 24'x24' garage and an in ground pool at 534 Lafayette Blvd. located in an A-1 Single Family Zoning District. (Applicable portion of zoning code: 60-6-4) Ward 7– **Ordinance #7824** and have the proper ordinance drawn.

All members voted aye.

Alderman Heisler made a motion seconded by Alderman Kinsella to approve **68-Nov14 – Paul E. Mentzer/Community Management Services Group** – Requesting to rezone the property at 1232 Lebanon Ave. from A-2 Two Family Zoning District to C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-15 through 60-6-21 and 60-6-47 through 60-6-52) Ward 1– **Ordinance #7825** and have the proper ordinance drawn.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman to table this until the next meeting in order to allow further discussion with other parties regarding **69-Nov14 – Dahm & Schell, Inc./Keith Schell & Mary Dahm Schell** – Requesting to rezone the property at 200 Union Ave. from A-1 Single Family Zoning District to C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-52) Ward 5.

All members voted aye.

Administration

Alderman Kinsella made a motion seconded by Alderman Schmidt to approve a solicitor license request for Clayton E. Mason to solicit Edward Jones.

All members voted aye.

ORDINANCE NO. 7822 - An ordinance authorizing and directing the issuance, sale and delivery of general obligation bonds, series 2014, of the City of Belleville, Illinois; prescribing the form and details of said bonds; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; and authorizing certain other documents and actions in connection therewith.

ORDINANCE 7823 - 66-Nov14 – David M. Sandusky.

ORDINANCE 7824 - 67-Nov14 – Phillip G. Elmore.

ORDINANCE 7825 - 68-Nov14 – Paul E. Mentzer/Community Management Services Group

Alderman Silsby made a motion seconded by Alderman Schmidt to approve Ordinances 7820, 7823, 7824 and 7825.

Discussion...

Alderman Hayden requested Mayor Eckert to direct the questions posed during public participation i.e. how specifically will the bonds be paid after TIF 3 expires and how is this levy going to affect the property tax in the City of Belleville.

Mayor Eckert stated any bond referendum that has been passed has this language in it for general obligation bonds.

Finance Director, Jamie Maitret, stated the general obligation bonds that have been issued in the past have the language should the city have no other funding source the ordinance entitles the city to levy. In the past, the City has always abated the tax levy and the City has never levied for the bond payments except for the special service area/downtown re-development for their bond payment which is separate from the City. The Ordinance tonight will finalize the first phase of the bonds. The payments from the bonds will come from TIF 3 for the remaining life of TIF 3 which the final revenues will be received in 2022 from the 2021 tax levy.

There are more than sufficient funds in TIF 3 to pay those bond payments each year. When TIF 3 expires, the council at that time the council can decide where the payments come from i.e. levy, sales tax, other bonds that have been paid off. There is a safety net should there be no other source of revenue there can be a tax levy.

Maitret referred to a Memo she previously sent out regarding when TIF 3 expires there will be EAV released that is tied up in that increment now. That EAV alone over 2.4 million dollars of tax revenue based on the current tax rate. This does provide enough reassurance without increasing the tax rate it will generate \$2.4 million revenue that can go toward paying this as well without increasing the tax rate.

Mayor Eckert stated in regard to the amount the majority of the money that is still owed is primarily the sewage treatment. Maitret stated a large portion is sewer and obviously there have been two phases of \$17.5 million each and also a couple of years ago bonds were issued to finance temporary notes for the

MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman Hayden to approve Motor Fuel Tax claims of \$5,361.15.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Anthony, Silsby, Hayden, Seibert, White, Musgrove, Orlet and Schneider. (14)
Alderman Randle and Galetti excused. (2)

UNFINISHED BUSINESS

None.

EXECUTIVE SESSION

Alderman Schmidt made a motion seconded by Alderman Heisler to go into executive session to discuss personnel, litigation, and property acquisition or transfer of property and review of executive session minutes.

All members voted aye.

Entered executive session at 7:58 p.m.

Resumed from Executive Session at 8:05 p.m.

Alderman Hayden made a motion seconded by Alderman Schmidt to release the following dated executive session minutes: November 18, 2013, December 2, 2013, February 18, 2014, March 17, 2014, June 2, 2014 and August 18, 2014.

All members voted aye.

ADJOURNMENT

Alderman Schmidt made a motion seconded by Alderman Hayden to adjourn at 8:06 pm.
All members voted aye.

Dallas B. Cook, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - DECEMBER 15, 2014**

GENERAL FUND

00 - Revenue	\$3,077.64
50 - Administration	\$236,806.97
51 - Police	\$79,795.34
52 - Fire	\$81,542.73
53 - Streets	\$37,111.09
54 - Parks	\$20,701.39
55 - Cemetery	\$5,181.58
56 - Hlth/Sanitation	\$41,917.67
60 - Legal	\$490.56
61 - Health & Housing	\$4,829.13
62 - Economic Planning & Dev	\$523.14
82 - Mayor	\$241.29
84 - Human Resources	\$4,135.80
87 - Maintenance	\$9,205.81
88 - Engineering	\$512.18
GF TOTAL	<u>\$526,072.32</u>

SEW OPERATIONS

75 - Collections	\$14,246.92
77 - Lines	\$36,599.02
78 - Plant	\$54,730.37
SEWER TOTAL	<u>\$105,576.31</u>

04 - Library	\$4,392.70
07 - Park/Rec	\$8,998.81
13 - Motor Fuel Tax Fund	\$539,125.44
14 - Fountain Fund	\$122.94
24 - Sewer Const.	\$51,174.05
25 - Sewer Bond & Interest	\$625,640.76
30 - SSA	\$1,265.72
38 - TIF 3	\$129,072.77
52 - Tif 10 Lower Richland Creek	\$6,097.98
60 - SSA Bond I&S	\$76,429.37
64 - 2011 TIF BOND I & S	\$126,900.00
65 - 2014 PD Proj. Construction Fund	\$74,069.81
67 - 2005 Bond Fund I&S	\$892,277.50
71 - Police Trust	\$1,218.94
72 - NARCOTICS	\$3,602.00
75 - TIF 17 E Main Street	\$23,461.70

ALL FUNDS TOTAL \$3,195,499.12

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
659	LIBRARY FUND	01-00	2,828.64
OC002	CANON FINANCIAL SERVICES INC	01-00	249.00
	**TOTAL		3,077.64
	ADMINISTRATION		
1112	WATTS COPY SYSTEM, INC.	01-50	396.00
1252	LOCIS	01-50	761.60
201	BELLEVILLE BOWLING & SPORTS SHOP	01-50	87.00
2552	REAL PURE BOTTLED WATER	01-50	95.75
2741	SISTER CITIES INTERNATIONAL	01-50	580.00
3119	COMPUTYPE COMPUTER SERVICES	01-50	267.50
4902	AT & T	01-50	658.17
551	ILLINOIS AMERICAN WATER	01-50	8,819.50
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-50	10,057.50
759	BELLEVILLE NEWS DEMOCRAT	01-50	405.00
CH030	CHARTER COMMUNICATIONS	01-50	205.00
CO139	CONSTELLATION NEWENERGY, INC	01-50	7,648.06
EC008	ECON-O-JOHNS	01-50	90.00
H0034	HOME DEPOT CREDIT SERVICES	01-50	35.60
KW003	KWIK KONNECTION PRINTING & PUBLIS	01-50CO	312.00
MA135	MAIN STREET BREWING CO	01-50	550.00
OL000	OLD TITLE AND ESCROW	01-50	5,715.00
SO032	SOS TECHNOLOGIES	01-50	1,977.50
TE010	TEPFER CONSULTING GROUP LTD	01-50	2,400.00
UM001	UMB BANK NA	01-50	195,734.24
WI122	WINDSTREAM (PAETEC)	01-50	11.55
	**TOTAL ADMINISTRATION		236,806.97
	POLICE DEPARTMENT		
1112	WATTS COPY SYSTEM, INC.	01-51	406.00
163	GROSS, DONALD L	01-51	16.45
2180	CENTURY PRINTING CO	01-51	492.00
309	CLEAN MACHINE	01-51	122.50
3210	INTOXIMETERS, INC.	01-51	257.60
3430	FIRESTONE CAR CENTER	01-51	473.72
365	WIRELESS USA	01-51	2,150.48
3916	VOGT OIL CO., INC.	01-51	11,571.60
402	EGYPTIAN STATIONERS, INC.	01-51	17.20
4932	SECRETARY OF STATE INDEX DEPARTME	01-51	20.00
5205	PASS SECURITY	01-51	66.00
6122	VERIZON WIRELESS	01-51	1,432.66
6838	PEAK INTERNET ACCESS, INC.	01-51	106.00
7103	WAL-MART	01-51	64.70
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-51	51,313.73
7668	MOODY, JOHN	01-51	1,326.00
773	RAY O'HERRON CO., INC	01-51	815.64
900	SAX, DONALD	01-51	241.06
903	W A SCHICKEDANZ AGENCY, INC.	01-51	60.00

DATE: 12/15/14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
POLICE DEPARTMENT			
BA000	CRIMCHECK.COM	01-51	28.00
FA026	FACTORY MOTOR PARTS CO	01-51	792.09
IL008	COMMUNICATIONS REVOLVING FUND	01-51	1,623.42
KE000	KELSO AUTO BODY, INC.	01-51	2,589.59
MA053	MATTINGLY, CHRIS	01-51	235.30
ME034	MERTZ FORD MILLSTADT	01-51	2,021.26
OF004	OFFICE DEPOT	01-51	506.53
OL008	OLIVER C JOSEPH GMC	01-51	48.89
OR001	O'REILLY AUTO PARTS	01-51	211.49
SA052	SAFELITE AUTOGLASS	01-51	220.33
SP020	SPLISH SPLASH EXPRESS CAR WASH	01-51	359.50
TH048	THE BANK OF EDWARDSVILLE	01-51	240.00
**TOTAL POLICE DEPARTMENT			79,795.34
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	126.00
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52	44.00
159	AUFFENBERG FORD LINCOLN MERCURY	01-52	410.15
1728	HEROS IN STYLE	01-52	700.95
181	BASIC HARDWARE CENTER, INC.	01-52	7.97
182	BANNER FIRE EQUIPMENT INC	01-52	127.69
2435	GATEWAY INDUSTRIAL POWER	01-52	876.42
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	10,105.72
378	DINTELMANN NURSERY & GARDEN CTR,	01-52	42.00
3916	VOGT OIL CO., INC.	01-52	1,697.10
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	501.36
4665	JACOBS, ARTHUR JR.	01-52	996.20
4902	AT & T	01-52	103.48
5125	PENET, JEAN-PAUL	01-52	3,603.21
5205	PASS SECURITY	01-52	78.00
5987	ILLINOIS DEPT OF STATE POLICE	01-52	39.50
6122	VERIZON WIRELESS	01-52	448.30
696	MECKFESSEL TIRE CO.	01-52	320.99
7103	WAL-MART	01-52	269.96
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-52	57,471.38
726	CLEAN THE UNIFORM COMPANY	01-52	163.92
8092	DA-COM CORPORATION	01-52	42.46
8151	WEX BANK	01-52	296.90
AE005	AEC FIRE-SAFETY & SECURITY INC	01-52	50.00
CH030	CHARTER COMMUNICATIONS	01-52	219.51
DA028	DA-COM CORPORATION	01-52	161.00
HO034	HOME DEPOT CREDIT SERVICES	01-52	2,464.38
J1000	JIFFY LUBE #1172	01-52	33.68
MY000	MY-LOR INC	01-52	57.25
OF004	OFFICE DEPOT	01-52	92.38
OR001	O'REILLY AUTO PARTS	01-52	9.13-
**TOTAL FIRE DEPARTMENT			81,542.73

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	FIRE DEPARTMENT		
	STREETS		
1112	WATTS COPY SYSTEM, INC.	01-53	138.00
181	BASIC HARDWARE CENTER, INC.	01-53	143.51
277	CAMPER EXCHANGE, INC.	01-53	42.80
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	5,892.55
3916	VOGT OIL CO., INC.	01-53	6,678.30
402	EGYPTIAN STATIONERS, INC.	01-53	42.03
413	ERB TURF & UTILITY EQUIPMENT, INC	01-53	132.58
4178	UPCHURCH	01-53	1,288.00
6122	VERIZON WIRELESS	01-53	233.31
661	LIESE LUMBER CO., INC.	01-53	29.75
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-53	18,472.94
7741	COLORMASTER AUTOMOTIVE PAINT	01-53	41.90
803	POELKER'S GARAGE INC.	01-53	309.30
AD002	ADVANCE AUTO PARTS	01-53	42.62
CO048	COOK, MIKE	01-53	61.41
EJ000	EJ EQUIPMENT	01-53	680.18
GR031	G & R INDUSTRIAL SUPPLY INC	01-53	522.50
KI006	KIMBALL MIDWEST	01-53	339.90
LA030	LAING, GARY	01-53	100.00
MO004	MONROE TRUCK EQUIPMENT	01-53	1,410.67
OR001	O'REILLY AUTO PARTS	01-53	260.07
PL000	PLAZA AUTO PARTS	01-53	6.76
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	242.01

**TOTAL STREETS

37,111.09

VENDOR #	NAME	DEPT.	AMOUNT
	PARKS DEPARTMENT		
1112	WATTS COPY SYSTEM, INC.	01-54	276.00
1324	BELLEVILLE FENCE CO.	01-54	24.18
181	BASIC HARDWARE CENTER, INC.	01-54	97.91
194	BEELMAN LOGISTICS LLC	01-54	3,080.21
214	BELLEVILLE SUPPLY COMPANY	01-54	638.93
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	1,200.00
3916	VOGT OIL CO., INC.	01-54	2,181.83
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	185.58
403	EFFINGER'S GARDEN CENTER	01-54	49.96
4902	AT & T	01-54	103.48
515	HOME-BRITE ACE HARDWARE	01-54	64.48
5205	PASS SECURITY	01-54	273.00
551	ILLINOIS AMERICAN WATER	01-54	1,204.96
5575	PRAXAIR DISTRIBUTION, INC.	01-54	23.76
6122	VERIZON WIRELESS	01-54	137.17
661	LIESE LUMBER CO., INC.	01-54	23.80
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-54	3,314.87
7223	QUAD-COUNTY READY MIX	01-54	756.85
7678	SHILOH VALLEY EQUIPMENT	01-54	252.08
CA093	CAT FINANCIAL COMMERCIAL ACCOUNT	01-54	1,640.00
CH030	CHARTER COMMUNICATIONS	01-54	109.14

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
PARKS DEPARTMENT			
CO139	CONSTELLATION NEWENERGY, INC	01-54	2,095.60
HO034	HOME DEPOT CREDIT SERVICES	01-54	88.57
IL042	ILLINOIS DEPARTMENT OF AGRICULTURE	01-54	40.00
JO048	REPUBLIC SERVICES	01-54	342.38
OR001	O'REILLY AUTO PARTS	01-54	186.48
PL000	PLAZA AUTO PARTS	01-54	38.33
PP000	PPG ARCHITECTURAL FINISHES	01-54	59.00
ST043	ST LOUIS COMPOSTING INC	01-54	2,145.00
UN027	UNIFIRST CORP	01-54	67.84
**TOTAL PARKS DEPARTMENT			20,701.39
CEMETERY DEPARTMENT			
6122	VERIZON WIRELESS	01-55	222.48
707	MIDWESTERN PROPANE GAS CO	01-55	1,784.10
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-55	2,873.57
NA009	NADLER, JOHN R	01-55	59.49
TY002	TYLER TECHNOLOGIES INC	01-55	241.94
**TOTAL CEMETERY DEPARTMENT			5,181.58
HEALTH & SANITATION			
1112	WATTS COPY SYSTEM, INC.	01-56	13.00
181	BASIC HARDWARE CENTER, INC.	01-56	36.96
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	1,297.02
3916	VOGT OIL CO., INC.	01-56	7,377.37
6122	VERIZON WIRELESS	01-56	492.32
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-56	32,225.03
BE128	BECKER, GREG	01-56	100.00
CA045	CARQUEST	01-56	81.12
GO005	GOODALL TRUCK TESTING	01-56	81.00
PR038	PRESSURE PUMP SUPPLY INC	01-56	96.73
UN027	UNIFIRST CORP	01-56	117.12
**TOTAL HEALTH & SANITATION			41,917.67
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	151.57
LE062	LEXISNEXIS	01-60	338.99
**TOTAL LEGAL DEPARTMENT			490.56
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	139.00
2964	EHRET, MICHAEL	01-61	95.89
3430	FIRESTONE CAR CENTER	01-61	41.49
3916	VOGT OIL CO., INC.	01-61	1,066.37
402	EGYPTIAN STATIONERS, INC.	01-61	66.16
5796	STAN ERLINGER	01-61	200.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & HOUSING			
6122	VERIZON WIRELESS	01-61	465.46
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-61	410.51
7632	PATTERSON AUTOMOTIVE	01-61	41.25
7911	PROFESSIONAL TITLE CO	01-61	145.00
ME037	MEURER BROTHERS, INC	01-61	2,150.00
SP020	SPLISH SPLASH EXPRESS CAR WASH	01-61	8.00
**TOTAL HEALTH & HOUSING			4,829.13
PLANNING & ECONOMIC DEVELOPMENT			
3916	VOGT OIL CO., INC.	01-62	11.39
6122	VERIZON WIRELESS	01-62	51.98
759	BELLEVILLE NEWS DEMOCRAT	01-62	407.46
7960	SCHAUSTER, ERIC	01-62	52.31
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			523.14
MAYOR			
3916	VOGT OIL CO., INC.	01-82	134.46
6122	VERIZON WIRELESS	01-82	106.83
**TOTAL MAYOR			241.29
HUMAN RESOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	160.00
5029	MONITOR NEWSPAPER	01-84	403.20
759	BELLEVILLE NEWS DEMOCRAT	01-84	3,572.60
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			4,135.80
MAINTENANCE			
1082	VACUUM CLEANER EXCHANGE CO.	01-87	27.90
1112	WATTS COPY SYSTEM, INC.	01-87	13.00
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-87	18.12
1186	GEISSLER ROOFING CO.	01-87	170.00
163	GROSS, DONALD L	01-87	82.50
181	BASIC HARDWARE CENTER, INC.	01-87	297.70
371	DEVAN AUTOMOTIVE SERVICE	01-87	84.00
3916	VOGT OIL CO., INC.	01-87	453.18
402	EGYPTIAN STATIONERS, INC.	01-87	87.26
4356	HONEYWELL INTERNATIONAL INC	01-87	4,247.60
515	HOME-BRITE ACE HARDWARE	01-87	110.07
6122	VERIZON WIRELESS	01-87	240.43
7103	WAL-MART	01-87	108.62
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-87	1,642.04
726	CLEAN THE UNIFORM COMPANY	01-87	97.39
8151	WEX BANK	01-87	39.08
AT016	ASTRO BUILDING SERVICES, INC	01-87	858.95
CH030	CHARTER COMMUNICATIONS	01-87	164.97

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	MAINTENANCE		
MI078	MIDWEST ELEVATOR CO	01-87	292.00
VO010	VOSS LIGHTING	01-87	171.00
	**TOTAL MAINTENANCE		9,205.81
	ENGINEERING		
1112	WATTS COPY SYSTEM, INC.	01-88	156.00
3916	VOGT OIL CO., INC.	01-88	76.65
402	EGYPTIAN STATIONERS, INC.	01-88	21.43
6122	VERIZON WIRELESS	01-88	88.92
6339	SURVEYORS MATERIALS & MFG. CO. IN	01-88	95.00
8151	WEX BANK	01-88	74.18
	**TOTAL ENGINEERING		512.18
01	GENERAL FUND	GRAND TOTAL	526,072.32

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
551	ILLINOIS AMERICAN WATER	04-00	152.12
7103	WAL-MART	04-00	16.34
7185	ILLINOIS COUNTIES RISK MGMT TRUST	04-00	3,489.33
CO139	CONSTELLATION NEWENERGY, INC	04-00	734.91
	**TOTAL		----- 4,392.70
04	LIBRARY	GRAND TOTAL	4,392.70

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
1112	WATTS COPY SYSTEM, INC.	07-00	93.00
4989	MINTON ENTERPRISES	07-00	80.00
5156	XPEDX, LLC	07-00	742.06
6155	STRUBHART, TODD	07-00	12.17
6465	SIGNS N SUCH	07-00	121.00
6493	GREEN GUARD FIRST AID & SAFETY	07-00	10.45
7185	ILLINOIS COUNTIES RISK MGMT TRUST	07-00	3,489.33
759	BELLEVILLE NEWS DEMOCRAT	07-00	986.00
7650	TISCH MONUMENTS, INC.	07-00	125.00
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	664.00
AT012	AT & T MOBILITY	07-00	43.60
DA028	DA-COM CORPORATION	07-00	372.31
GR037	GRANT, MARY	07-00	206.50
IN014	IN FOCUS OUTDOOR	07-00	1,250.00
MA048	MAILING METHODS INC	07-00	537.21
OF004	OFFICE DEPOT	07-00	266.18

	**TOTAL		8,998.81
07	PLAYGROUND AND RECREATION	GRAND TOTAL	8,998.81

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
3153	SCI ENGINEERING INC	13-00	101.55
666	MACLAIR ASPHALT COMPANY	13-00	1,094.50
CH048	CHARLES SUAREZ, ST CLAIR COUNTY T	13-00RE	58,618.38
EL001	ELECTRICO, INC.	13-00	2,163.11
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	8,876.25
TR016	TREASURER STATE OF ILLINOIS	13-00	118,021.65
	**TOTAL		188,875.44

13	MOTOR FUEL TAX FUND	GRAND TOTAL	188,875.44

VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
551	ILLINOIS AMERICAN WATER	14-00	122.94
	**TOTAL		122.94
14	FOUNTAIN FUND	GRAND TOTAL	122.94

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
890	ST CLAIR TOWNSHIP	21-75	54.20
AM007	AMERICAN WATER	21-75	1,757.46
PA076	PAYMENT SERVICE NETWORK, INC	21-75	206.75
ST013	STOOKEY TOWNSHIP	21-75	9,575.45
**TOTAL SEWER COLLECTION			11,593.86
SEWER LINES			
1423	EHRET PLUMBING & HEATING, INC.	21-77	7,783.24
181	BASIC HARDWARE CENTER, INC.	21-77	71.76
314	COE EQUIPMENT CO	21-77	254.14
3916	VOGT OIL CO., INC.	21-77	450.98
5205	PASS SECURITY	21-77	468.00
6122	VERIZON WIRELESS	21-77	72.45
7103	WAL-MART	21-77	17.30
7185	ILLINOIS COUNTIES RISK MGMT TRUST	21-77	8,004.94
8151	WEX BANK	21-77	810.92
AC031	ACTION SEWER SERVICES	21-77	1,819.00
CA024	CARTER WATERS CORPORATION	21-77	110.00
CL019	C & L BACKHOE	21-77	16,340.00
GO033	GODT, JAY	21-77	328.75
UN027	UNIFIRST CORP	21-77	67.54
**TOTAL SEWER LINES			36,599.02
SEWER PLANT			
1112	WATTS COPY SYSTEM, INC.	21-78	126.00
163	GROSS, DONALD L	21-78	11.80
181	BASIC HARDWARE CENTER, INC.	21-78	2,490.04
2276	METTLER-TOLEDO, INC.	21-78	250.00
277	CAMPER EXCHANGE, INC.	21-78	95.09
371	DEVAN AUTOMOTIVE SERVICE	21-78	45.00
3916	VOGT OIL CO., INC.	21-78	1,105.82
413	ERB TURF & UTILITY EQUIPMENT, INC	21-78	67.74
434	FISHER SCIENTIFIC CO.	21-78	194.40
4578	SCHULTE SUPPLY	21-78	117.60
515	HOME-BRITE ACE HARDWARE	21-78	122.26
551	ILLINOIS AMERICAN WATER	21-78	259.54
5575	PRAXAIR DISTRIBUTION, INC.	21-78	131.38
6122	VERIZON WIRELESS	21-78	419.53
661	LIESE LUMBER CO., INC.	21-78	104.98
7185	ILLINOIS COUNTIES RISK MGMT TRUST	21-78	11,904.79
8151	WEX BANK	21-78	708.72
CO139	CONSTELLATION NEWENERGY, INC	21-78	18,724.21
EC009	ECC SUPPLY	21-78	64.68
FL015	FLOWTRONICS LLC	21-78	2,955.05
GA002	GARDNER DENVER, INC.	21-78	11,951.64
GR075	GRAHAM, JOHN A	21-78	615.00
PL000	PLAZA AUTO PARTS	21-78	28.58

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER PLANT		
PL011	PLUMBERS SUPPLY	21-78	504.98
SC114	SCHREIBER PURE INGENUITY	21-78	1,369.00
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	300.00
UN027	UNIFIRST CORP	21-78	62.54
	**TOTAL SEWER PLANT		54,730.37

21	SEWER OPERATION & MAINTENANCE	GRAND TOTAL	102,923.25

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1423	EHRET PLUMBING & HEATING, INC.	24-00	42,580.24
1547	THOUVENOT WADE & MOERCHEN	24-00	625.50
181	BASIC HARDWARE CENTER, INC.	24-00	27.47
CR043	CRAWFORD, MURPHY & TILLY INC	24-00	7,940.84
	**TOTAL		51,174.05
24 SEWER CONSTRUCTION FUND		GRAND TOTAL	51,174.05

SYS DATE:12/09/14

CITY OF BELLEVILLE
C L A I M S H E E T
Monday December 15, 2014

SYS TIME:11:33

DATE: 12/15/14

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
UM001	UMB BANK NA	25-00	625,640.76
	**TOTAL		625,640.76
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	625,640.76

VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
551	ILLINOIS AMERICAN WATER	30-00	619.18
7185	ILLINOIS COUNTIES RISK MGMT TRUST	30-00	584.98
CO139	CONSTELLATION NEWENERGY, INC	30-00	61.56
	**TOTAL		----- 1,265.72
30	SPECIAL SERVICE AREA	GRAND TOTAL	1,265.72

DATE: 12/15/14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
38 TIF 3 (CITY OF BELLEVILLE)			
1920	JACK SCHMITT FORD, INC.	38-00	23,391.00
759	BELLEVILLE NEWS DEMOCRAT	38-00	1,258.50
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	475.00
LA068	LAWRENCE GROUP	38-00	77,006.12
LO029	LOCHMUELLER GROUP	38-00	4,000.00
NO021	NOBLESHIRE TROLLEY	38-00	3,285.00
PA017	PARKER CONSULTING SERVICES	38-00	1,905.50
PA048	PARKER CONSULTING SERVICES	38-00	41.15
TR016	TREASURER STATE OF ILLINOIS	38-00	17,233.32
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	38-00	477.18
	**TOTAL		----- 129,072.77
38 TIF 3 (CITY OF BELLEVILLE)		GRAND TOTAL	129,072.77

VENDOR #	NAME	DEPT.	AMOUNT
52	TIF 10 (LOWER RICHLAND CREEK)		
FO033	FOURNIE CONTRACTING COMPANY, INC	52-00	6,097.98
	**TOTAL		6,097.98
52	TIF 10 (LOWER RICHLAND CREEK)	GRAND TOTAL	6,097.98

VENDOR #	NAME	DEPT.	AMOUNT
60	SPECIAL SERVICE AREA BONDS, I&S		
UM001	UMB BANK NA	60-00	76,429.37
	**TOTAL		76,429.37
	60 SPECIAL SERVICE AREA BONDS, I&S GRAND TOTAL		76,429.37

VENDOR #	NAME	DEPT.	AMOUNT
64	2011 TIF BONDS I & S		
UM001	UMB BANK NA	64-00	126,900.00
	**TOTAL		126,900.00
	64 2011 TIF BONDS I & S	GRAND TOTAL	126,900.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
65	2014 PD PROJ. CONSTRUCTION FUND		
6433	HOWARD, JOY A	65-00	13,500.00
981	STANDARD & POORS CORP.	65-00	17,057.00
GI013	GILMORE & BELL PC	65-00	15,000.00
LA068	LAWRENCE GROUP	65-00	28,237.81
UM003	UMB BANK, NA	65-00	275.00
	**TOTAL		----- 74,069.81
	65 2014 PD PROJ. CONSTRUCTION FUND GRAND TOTAL		74,069.81

VENDOR #	NAME	DEPT.	AMOUNT
67	2011 Bond Fund I & S		
UM001	UMB BANK NA	67-00	892,277.50
	**TOTAL		892,277.50
	67 2011 Bond Fund I & S	GRAND TOTAL	892,277.50

DATE: 12/15/14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
71	POLICE TRUST		
657	LEON UNIFORM COMPANY, INC.	71-00	941.00
PE023	PETSMART	71-00	277.94
	**TOTAL		----- 1,218.94
	71 POLICE TRUST	GRAND TOTAL	1,218.94

VENDOR #	NAME	DEPT.	AMOUNT
72	NARCOTICS		
MI080	MISSOURI TITLE LOANS	72-00	3,602.00
	**TOTAL		3,602.00
	72 NARCOTICS	GRAND TOTAL	3,602.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET)		
CA005	CALHOUN CONSTRUCTION, INC.	75-00	23,461.70
	**TOTAL		23,461.70
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	23,461.70
	GRAND TOTAL FOR ALL FUNDS:		2,842,596.06
	TOTAL FOR REGULAR CHECKS:		2,796,113.28
	TOTAL FOR DIRECT PAY VENDORS:		46,482.78

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER COLLECTION		
3600	MCBRIDE & SON	21-75	736.13
CL046	CLIFTON, JENNIFER	21-75	120.14
DA068	DAY, DAVID	21-75	264.99
JE018	JEFFREY, SHIRLEY	21-75	40.61
KO009	KODY PARTNERSHIP	21-75	43.58
MA134	MAUPIN, MARIE	21-75	131.12
RE032	REEB, DIXIE	21-75	8.36
SI029	SIEBENBERGER, K	21-75	605.44
TU015	TUCKER, LUKE	21-75	245.21
WA074	WARD, THERESA	21-75	27.48
	**TOTAL SEWER COLLECTION		2,223.06
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	2,223.06
	GRAND TOTAL FOR ALL FUNDS:		2,223.06
	TOTAL FOR REGULAR CHECKS:		2,223.06

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A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
DB001	DBK SALT SUPPLY	13-00	350,250.00
	**TOTAL		<u>350,250.00</u>
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	350,250.00

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

	SEWER COLLECTION		
ER015	ERNST, JEANETTE	21-75	430.00
	**TOTAL SEWER COLLECTION		430.00

21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	430.00
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GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS:	350,680.00
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GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL	352,903.06
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SYS DATE 121114
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 11/14

SYS TIME 10:44

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	\$1,744,374.84	\$33,097.91	\$1,777,472.75
PARKS PROJECT FUND	\$140,404.70	\$2,085.72	\$142,490.42
INSURANCE FUND	\$9,994.63	\$.00	\$9,994.63
LIBRARY	\$937,285.34	\$11,123.84	\$948,409.18
PAYROLL ACCOUNT	-\$757,091.05	\$.00	-\$757,091.05
PLAYGROUND AND RECREATION	\$1,120,815.72	\$19,601.61	\$1,140,417.33
TIF 1 (NW SQUARE)	\$5,254.32	\$.00	\$5,254.32
TIF 2 (NE SQUARE)	\$127,164.12	\$834.28	\$127,998.40
RETIREMENT FUND	\$365,533.89	\$.00	\$365,533.89
MOTOR FUEL TAX FUND	\$1,194,727.39	\$2,780.95	\$1,197,508.34
FOUNTAIN FUND	\$4,183.27	\$.00	\$4,183.27
TORT LIABILITY FUND	\$226,806.87	\$.00	\$226,806.87
WALNUT HILL FUTURE CARE FUN	\$6,313.20	\$229,272.97	\$235,586.17
SEWER OPERATION & MAINTENAN	\$3,393,690.07	\$69,523.94	\$3,463,214.01
SEWER REPAIR & REPLACEMENT	\$810,895.78	\$13,904.78	\$824,800.56
SEWER CONSTRUCTION FUND	\$3,713,887.03	\$75,093.44	\$3,788,980.47
SEWER BOND AND INTEREST FUN	\$2,179,543.63	\$27,809.58	\$2,207,353.21
SPECIAL SERVICE AREA	\$184,598.81	\$4,171.44	\$188,770.25
WORKING CASH FUND	\$363,380.74	\$10,289.54	\$373,670.28
LIBRARY - GIFT ENDOWMENT	\$29,380.94	\$695.24	\$30,076.18
TIF 3 (CITY OF BELLEVILLE)	\$11,212,546.11	\$75,808.17	\$11,288,354.28
TIF 4 (N CORNER OF N BELT/1	\$29,488.66	\$556.18	\$30,044.84
CAPITAL PROJECTS FUND	\$25,117.06	\$.00	\$25,117.06
BELLEVILLE ILLINOIS TOURISM	\$10,733.49	\$.02	\$10,733.51
TIF 8 (DOWNTOWN SOUTH)	\$119,109.83	\$287.82	\$119,397.65
TIF 9 (SOUTHWINDS ESTATE)	\$239,483.92	\$4,173.61	\$243,657.53
TIF 10 (LOWER RICHLAND CREE	\$1,720,074.46	\$13,904.78	\$1,733,979.24
TIF 11 (INDUSTRIAL JOB RECO	\$102,162.54	\$1,390.48	\$103,553.02
TIF 12 (SHERMAN STREET)	\$227,002.18	\$1,390.48	\$228,392.66
TIF 13 (DRAKE ROAD)	\$135,533.10	\$2,780.95	\$138,314.05
TIF 14 (ROUTE 15 EAST)	\$222,333.00	\$3,338.45	\$225,671.45
TIF 15 (CARLYLE GREENMOUNT)	\$3,952,622.19	\$.00	\$3,952,622.19
TIF 16 (ROUTE 15 WEST CORRI	\$46,601.93	\$.00	\$46,601.93

SYS DATE 121114
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 11/14

SYS TIME 10:44

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
SPECIAL SERVICE AREA RESERV	\$110,281.90	\$3,059.05	\$113,340.95
SPECIAL SERVICE AREA BONDS,	\$201,840.38	\$2,780.95	\$204,621.33
2011 TIF BONDS I & S	\$128,521.63	\$.00	\$128,521.63
2011 Bond Fund I & S	\$1,584,797.17	\$13,904.78	\$1,598,701.95
POLICE TRUST	\$37,786.41	\$1,112.39	\$38,898.80
NARCOTICS	\$201,372.98	\$1,390.48	\$202,763.46
LOCAL LAW ENFORCEMENT BLOCK	\$9,168.76	\$.00	\$9,168.76
TIF 17 (EAST MAIN STREET)	\$19,214.27	\$280.22	\$19,494.49
TIF 18 (SCHEEL STREET)	\$114,944.60	\$556.18	\$115,500.78
TIF 19 (FRANK SCOTT PARKWAY	\$2,634,643.11	\$.00	\$2,634,643.11
TIF 20 - RT. 15 / S. GREEN	\$26,719.84	\$278.75	\$26,998.59
TIF 21 - BELLE VALLEY / PHA	\$78,162.38	\$.00	\$78,162.38
Totals	=====	=====	=====
	\$38,991,406.14	\$627,278.98	\$39,618,685.12

GENERAL FUND

01

CASH

CASH IN BANK	\$ 2,567,395.90
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	6,877.43
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,066.24
INVESTMENTS	<u>30,236.72</u>
	\$ 2,635,116.48

CASH BALANCE, NOVEMBER 1, 2014

\$ 2,635,116.48

RECEIPTS

UTILITY TAX	\$ 230,809.83
HOTEL/MOTEL TAX	2,682.89
LIQUOR LICENSE	285.00
BUSINESS LICENSE	177.50
FRANCHISE FEES	160,846.73
BUILDING & SIGN PERMITS	5,825.50
ELECTRICAL PERMITS	1,290.00
PLUMBING PERMITS	105.00
HVAC PERMITS	135.00
OCCUPANCY PERMITS	10,550.00
BUSINESS OCCUPANCY PERMITS	500.00
HOUSING INSPECTION FEES	10,920.00
CRIME FREE HOUSING	51,725.00
FIRE INSPECTION FEES	5,857.00
EXCAVATION PERMITS	25.00
PARKING PERMITS	888.00
URBAN FORESTRY GRANT	50,000.00-
SALES TAX	503,893.53
LEASED CAR TAX	910.20
TELECOMMUNICATIONS TAX	95,408.05
PARKWAY NORTH BUS DIST SALE TAX	2,372.09
LOCAL USE TAX	69,505.84
HOME RULE SALES TAX	184,447.33
GAMING FEES	12,874.48
COURT FINES	4,812.61
POLICE DEPT VEHICLE DIST.	1,943.16
DUI ENFORCEMENT DISTRIBUTION	168.24
VEHICLE TOW RELEASE FEES	6,200.00
PARKING FINES	2,750.00
METER COLLECTIONS	6,525.97
TRASH DISPOSAL CHARGES	201,026.29
TRASH TOTES	200.00
CEMETERY INCOME - BURIALS	1,650.00
CEMETERY INCOME - OTHER	30.00
CEMETERY INCOME-TRSF INTERMENT R	50.00
LIEN FEES	140.00
GARAGE PARKING	216.00
WEED CUTTING SERVICES	3,226.00
OTHER SALES & SERVICES	533.00
INTEREST INCOME	256.16
RENTAL INCOME	5,200.00
LEASE'S-SPRINT TOWER	672.32
LEASE'S-OTHER	1,725.50

GENERAL FUND

01

DONATIONS-HISTORIC PRESERVATION	0.23
REIMB. ADMINISTRATION	168.71
REIMB. POLICE DEPARTMENT	51,722.76
REIMB. FIRE DEPARTMENT	2,349.30
REIMB. STREET DEPARTMENT	11,124.87
REIMB. PARKS DEPARTMENT	124.14
REIMB. HEALTH & SANITATION	13,349.25
REIMB. HEALTH & HOUSING	827.75
REIMB. MAINT. DEPT.	1,500.80
EPAYABLE PROCESSING INCOME	3,818.84
MISCELLANEOUS INCOME	<u>86.54</u>
	\$ 1,624,432.41

<u>TOTAL RECEIPTS</u>	\$ <u>1,624,432.41</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 4,259,548.89

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 29,094.24
HOSPITAL INSURANCE	2,127.93
RETIRES HEALTH INSURANCE	18,211.82
OTHER PROFESSIONAL SERVICES	14,993.97
TELEPHONE	6,674.25
UTILITIES	42,522.51
STREET LIGHTING	24,727.55
RENTALS	2,804.65
RISK MANAGEMENT	13,409.97
OFFICE SUPPLIES	41.02
OPERATING SUPPLIES	2,829.13
INTEREST PKWY NORTH NOTES	6,310.11
HISTORICAL PRESERVATION	187.50

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	488,827.44
SALARIES - PART-TIME	4,074.27
SALARIES - OVERTIME	48,833.75
PAGER PAY	200.00
HOSPITAL INSURANCE	77,026.90
MAINTENANCE SERVICE - EQUIPMENT	1,954.48
MAINTENANCE SERVICE - VEHICLES	5,596.12
OTHER PROFESSIONAL SERVICES	1,445.95
TELEPHONE	2,284.66
TRAVEL EXPENSE	2,116.01
TRAINING	635.00
PUBLICATIONS	58.67
RENTALS	7,375.68
RISK MANAGEMENT	68,418.31
OFFICE SUPPLIES	801.31
OPERATING SUPPLIES	11,470.34
AUTOMOTIVE FUEL/OIL	10,330.68
EQUIPMENT	499.70
VEHICLES	28,860.00
EMERGENCY SERVICES TEAM	7,152.01

FIRE DEPARTMENT

GENERAL FUND

01

SALARIES - REGULAR	343,352.14
SALARIES - OVERTIME	6,230.18
HOSPITAL INSURANCE	52,181.45
MAINTENANCE SERVICE - EQUIPMENT	280.00
MAINTENANCE SERVICE - VEHICLES	3,150.22
OTHER PROFESSIONAL SERVICES	128.00
TELEPHONE	1,510.71
DUES	125.00
TRAVEL EXPENSE	2,766.16
TRAINING EXPENSE	1,711.59
RENTALS	716.64
RISK MANAGEMENT	76,628.51
MAINT/SUPPLIES EQUIPMENT	634.28
MAINTENANCE SUPPLIES - VEHICLE	72.00
OFFICE SUPPLIES	209.96
OPERATING SUPPLIES	5,272.75
JANITORIAL SUPPLIES	1,865.36
AUTOMOTIVE FUEL/OIL	4,126.76
EQUIPMENT	138.50
CANINE EXPENSE	244.91
FIRE PREVENTION EXPENSE	1,070.80
MISCELLANEOUS EXPENSE	85.05
STREETS	
SALARIES - REGULAR	73,928.20
SALARIES - PART TIME	4,260.00
SALARIES - OVERTIME	4,994.59
HEALTH INSURANCE	14,475.48
MAINTENANCE SERVICE - EQUIPMENT	888.91
MAINTENANCE SERVICE - STREETS	807.50
OTHER PROFESSIONAL SERVICES	325.59
TELEPHONE	679.76
RENTALS	379.29
RISK MANAGEMENT	24,630.59
MAINTENANCE SUPPLIES- EQUIPMENT	391.65
MAINTENANCE SUPPLIES - VEHICLES	15.53
MAINTENANCE SUPPLIES - STREETS	722.13
MAINTENANCE SUPPLIES-TRAFFIC CON	187.50-
OFFICE SUPPLIES	22.92-
OPERATING SUPPLIES	516.75
AUTOMOTIVE FUEL/OIL	6,777.96
PARKS DEPARTMENT	
SALARIES - REGULAR	20,750.66
SALARIES - PART TIME	7,605.84
SALARIES - OVERTIME	146.98
HOSPITAL INSURANCE	4,190.53
MAINTENANCE SERVICE - EQUIPMENT	376.50
MAINTENANCE SERVICE - VEHICLES	923.81
MAINTENANCE SERVICE - OTHER	505.90
TELEPHONE	1,079.68
UTILITIES	8,682.80
RENTALS	2,011.22
RISK MANAGEMENT	4,419.82
MAINT/SUPPLIES EQUIPMENT	2,891.44
MAINT/SUPPLIES VEHICLES	162.84
MAINTENANCE SUPPLIES - GROUNDS	47.97

GENERAL FUND

01

MAINTENANCE SUPPLIES - OTHER	1,239.33
OFFICE SUPPLIES	25.75
OPERATING SUPPLIES	1,591.91
SMALL TOOLS	190.27
JANITORIAL SUPPLIES	803.64
AUTOMOTIVE FUEL/OIL	1,736.39
LAND	1,159.11
EQUIPMENT	9,499.98

CEMETERY DEPARTMENT

SALARIES - REGULAR	11,795.84
SALARIES - PART TIME	1,180.00
SALARIES - OVERTIME	156.88
HOSPITAL INSURANCE	2,174.60
MAINTENANCE SERVICE - EQUIPMENT	98.00
TELEPHONE	160.01
RISK MANAGEMENT	3,831.43
MAINTENANCE SUPPLIES - EQUIPMENT	233.22
OPERATING SUPPLIES	79.35

HEALTH & SANITATION

SALARIES - REGULAR	62,991.00
SALARIES - OVERTIME	5,247.35
HOSPITAL INSURANCE	9,969.49
MAINTENANCE SERVICE - BUILDING	995.00
MAINTENANCE SERVICE - VEHICLES	36,787.51
OTHER PROFESSIONAL SERVICES	9,798.90
TELEPHONE	646.06
LANDFILL FEES	80,838.99
FEES & PERMITS	737.70
RISK MANAGEMENT	42,966.70
MAINTENANCE SUPPLIES - VEHICLE	6,674.73
OFFICE SUPPLIES	119.92
OPERATING SUPPLIES	1,510.01
AUTOMOTIVE FUEL/OIL	7,763.58

POLICE & FIRE COMM.

LEGAL DEPARTMENT

SALARIES - REGULAR	12,935.24
HOSPITAL INSURANCE	5.75
OTHER PROFESSIONAL SERVICES	137.75
PUBLICATIONS	338.99

HEALTH & HOUSING

SALARIES - REGULAR	40,566.10
SALARIES - PART TIME	9,181.95
HOSPITAL INSURANCE	6,921.36
MAINTENANCE SERVICE - VEHICLES	291.05
OTHER PROFESSIONAL SERVICES	2,665.00
TELEPHONE	459.69
PUBLICATIONS	93.81
RENTAL	644.37
RISK MANAGEMENT	547.35
OFFICE SUPPLIES	118.89
AUTOMOTIVE FUEL/OIL	938.92

PLANNING & ECONOMIC DEVELOPMENT

GENERAL FUND

01

SALARIES - REGULAR 13,489.83
HOSPITAL INSURANCE 2,619.52
TELEPHONE 51.98
PUBLISHING 284.97
DUES 234.00
TRAVEL EXPENSE 474.43
OFFICE SUPPLIES 17.50
AUTOMOTIVE FUEL/OIL 31.67

MAYOR

SALARIES - REGULAR 12,539.94
HOSPITAL INSURANCE 2,284.70
MAINTENANCE SERVICE - VEHICLE 840.19
OTHER PROFESSIONAL SERVICES 103.00
TELEPHONE 102.41
TRAVEL EXPENSE 309.16
AUTOMOTIVE FUEL/OIL 184.67

FINANCE

SALARIES - REGULAR 11,897.96
HOSPITAL INSURANCE 1,803.95
TRAINING 413.10
OFFICE SUPPLIES 68.02

HUMAN RESOURCES/COMMUNITY DEV

SALARIES - REGULAR 10,459.08
HOSPITAL INSURANCE 973.28
MEDICAL SERVICE 252.00
OTHER PROFESSIONAL SERVICES 42.00
RENTALS 377.24
OFFICE SUPPLIES 19.81

CLERKS

SALARIES - REGULAR 18,065.12
HOSPITAL INSURANCE 3,087.92
PRINTING 296.00
TRAVEL EXPENSE 40.00
TRAINING 294.50
OFFICE SUPPLIES 91.76

TREASURER

SALARIES - REGULAR 8,423.64
HOSPITAL INSURANCE 2,094.62
PUBLISHING 1,886.09
OFFICE SUPPLIES 358.15

MAINTENANCE

SALARIES - REGULAR 32,409.08
SALARIES - OVER TIME 1,455.04
HOSPITAL INSURANCE 6,420.24
MAINTENANCE SERVICE - BUILDING 4,586.22
MAINTENANCE SERVICE - POLICE 227.72
MAINTENANCE SERVICE - LIBRARY 354.00
MAINTENANCE SERVICE - SANITATION 14.00
MAINTENANCE SERVICE - HOUSING 70.04
MAINTENANCE SERVICE - PARKS/REC 261.31
MAINTENANCE SERVICE - VEHICLES 434.30

GENERAL FUND

01

MAINTENANCE SERVICE - GROUNDS	1,360.00
TELEPHONE	303.46
RENTAL	23.56
RISK MANAGEMENT	2,189.39
JANITORIAL SUPPLIES	194.78
AUTOMOTIVE FUEL/OIL	246.62
ENGINEERING	

SALARIES - REGULAR	12,252.98
SALARIES - PART TIME	3,942.00
SALARIES - OVER TIME	85.07
HOSPITAL INSURANCE	2,117.59
TELEPHONE	88.92
RENTALS	345.34
OFFICE SUPPLIES	71.45
AUTOMOTIVE FUEL/OIL	224.44

\$ 2,164,815.03

\$ 2,164,815.03

TOTAL DISBURSEMENTS

OTHER FINANCING SOURCES & USES

LITIGATION RECEIVABLE	\$ 33,750.00
DUE FROM OTHER FUNDS	352,105.00-
DUE TO 06 PAYROLL	<u>1,093.89</u>

\$ 317,261.11-

\$ 317,261.11-

TOTAL OTHER FIN. SOURCES & USES

CASH

CASH IN BANK	\$ 1,709,957.17
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	6,877.48
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,066.47
INVESTMENTS	<u>30,031.44</u>

\$ 1,777,472.75

\$ 1,777,472.75

CASH ON DEPOSIT, NOVEMBER 30, 2014

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 3,399,725.95	
CASH IN BANK - EPAY	153,038.67	
PETTY CASH	454.43	
INVESTMENTS	<u>69,998.80</u>	
	\$ 3,623,217.85	
CASH BALANCE, NOVEMBER 1, 2014		\$ 3,623,217.85

RECEIPTS

REVENUE

SEWER CHARGES	\$ 402,453.95	
COLLECTION - ST CLAIR TOWNSHIP	60,874.42	
SEWER LINE INSURANCE	8,153.42	
GARBAGE CHARGES	13,782.29-	
LIEN FEES	140.00	
INTEREST INCOME	255.91	
MISCELLANEOUS INCOME	<u>3,547.74</u>	
	\$ 461,643.15	
TOTAL RECEIPTS		\$ <u>461,643.15</u>
TOTAL CASH AVAILABLE		\$ 4,084,861.00

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER SEWER COLLECTION	\$ 235,120.68	
SALARIES - REGULAR	19,781.26	
HOSPITAL INSURANCE	2,893.59	
SOCIAL SECURITY	1,513.27	
I.M.R.F.	3,308.83	
DATA PROCESSING SERVICE	1,550.63	
OTHER PROFESSIONAL SERVICES	6,912.83	
POSTAGE	3,666.10	
ST CLAIR TOWNSHIP SEWERS	162.60	
STOOKEY TOWNSHIP SEWER	23,030.44	
OFFICE SUPPLIES	93.90	
SEWER LINES		
SALARIES - REGULAR	29,519.49	
SALARIES - OVERTIME	193.16	
PAGER PAY	389.23	
HOSPITAL INSURANCE	5,712.32	
RETIRES HEALTH INSURANCE	76.70-	
SOCIAL SECURITY	2,302.80	
I.M.R.F.	5,264.89	
MAINTENANCE SERVICE - EQUIPMENT	2,863.60	
MAINTENANCE SERVICE - VEHICLES	525.26	
MAINTENANCE SERVICE - SYSTEM	16,170.69	
MAINTENANCE SERVICE - SLRP	23,309.58	
TELEPHONE	72.45	
TRAINING	300.00	
RISK MANAGEMENT	10,673.26	

SEWER OPERATION & MAINTENANCE 21

MAINTENANCE SUPPLIES - OTHER	519.38
OPERATING SUPPLIES	104.81
JANITORIAL SUPPLIES	23.05
AUTOMOTIVE FUEL/OIL	1,070.98
EQUIPMENT	6,235.90

SEWER PLANT

SALARIES - REGULAR	86,577.84
SALARIES - OVERTIME	2,744.64
PAGER PAY	1,693.01
HOSPITAL INSURANCE	14,020.19
RETIRES HEALTH INSURANCE	5.30
SOCIAL SECURITY	6,962.68
I.M.R.F.	18,557.43
MAINTENANCE SERVICE - BUILDING	3,812.42
MAINTENANCE SERVICE - EQUIPMENT	24,840.02
MAINTENANCE SERVICE - VEHICLES	1,752.69
MAINTENANCE SERVICE-GROUNDS	2,309.46
ENGINEERING	1,287.00
OTHER PROFESSIONAL SERVICE	3,783.61
TELEPHONE	2,616.02
PRINTING	96.00
TRAVEL EXPENSE	1,954.21
UTILITIES	57,897.73
SLUDGE REMOVAL	12,750.00
RENTAL	486.25
RISK MANAGEMENT	15,873.05
MAINTENANCE SUPPLIES - EQUIP.	1,650.94
MAINTENANCE SUPPLIES - GROUNDS	364.99
MAINTENANCE SUPPLIES - OTHER	3,643.57
OFFICE SUPPLIES	370.05
OPERATING SUPPLIES	704.22
JANITORIAL SUPPLIES	540.53
AUTOMOTIVE FUEL/OIL	6,679.49
CHEMICAL SUPPLIES	5,832.87
BUILDINGS	682.27
EQUIPMENT	1,042.57

\$ 684,739.33

TOTAL DISBURSEMENTS \$ 684,739.33

OTHER FINANCING SOURCES & USES

ACCOUNTS RECEIVABLE	\$ 97,285.92
ACCT. REC. SEWER LINE INS	300.21
VANTAGE HOMES ESCROW	40,248.79
DUE TO OTHER FUND	5,755.00
	<u>63,092.34</u>

\$ 63,092.34

TOTAL OTHER FIN. SOURCES & USES \$ 63,092.34

CASH

CASH IN BANK	\$ 3,240,195.66
CASH IN BANK - EPAY	153,039.98
PETTY CASH	454.43
INVESTMENTS	69,523.94
	<u>3,463,214.01</u>

\$ 3,463,214.01

CASH ON DEPOSIT, NOVEMBER 30, 2014 \$ 3,463,214.01

CASH RECEIPTS
FISCAL YEAR '2014-2015'

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	CUMULATIVE TOTAL
NONCONFORMING USE													\$ -
HOUSING PENALTY FEE													\$ -
MISC. COIN													\$ -
GAS & BOILER FEES	\$ 165.00	\$ 90.00	\$ 150.00	\$ 80.00	\$ 230.00	\$ 135.00	\$ 135.00	\$ 135.00					\$ 985.00
PLUMBING FEES	\$ 497.00	\$ 135.00	\$ 274.00	\$ 176.00	\$ 272.00	\$ 83.00	\$ 120.00						\$ 1,557.00
ELECTRICAL FEES	\$ 2,160.00	\$ 2,260.00	\$ 2,005.00	\$ 1,875.00	\$ 2,555.00	\$ 1,680.00	\$ 1,390.00						\$ 13,925.00
ELECTRICAL LICENSE FEES	\$ 750.00		\$ 50.00	\$ 50.00		\$ 50.00							\$ 900.00
ELECTRICAL TESTING FEES				\$ 100.00									\$ 100.00
BUILDING PERMITS	\$ 555.00	\$ 801.00	\$ 4,391.00	\$ 785.00	\$ 645.00	\$ 622.00	\$ 480.00						\$ 8,279.00
DEMOLITION PERMITS	\$ 300.00			\$ 100.00	\$ 300.00	\$ 150.00							\$ 850.00
HOME OCCUPATION PERMITS	\$ 200.00	\$ 200.00	\$ 200.00		\$ 150.00	\$ 50.00	\$ 200.00						\$ 800.00
SIGN PERMITS	\$ 154.00	\$ 380.50	\$ 175.00	\$ 263.50	\$ 136.00	\$ 91.26	\$ 142.50						\$ 1,342.76
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
CRIME FREE HOUSING	\$ 875.00	\$ 1,375.00	\$ 1,625.00	\$ 600.00	\$ 12,300.00	\$ 91,325.00	\$ 44,240.00						\$ 152,340.00
ZONING CERTIFICATE													\$ -
AERATION INSPECTION FEES													\$ -
OCCUPANCY PERMITS	\$ 10,250.00	\$ 13,000.00	\$ 12,550.00	\$ 14,000.00	\$ 13,150.00	\$ 12,450.00	\$ 10,650.00						\$ 86,050.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 15,000.00	\$ 15,830.00	\$ 15,590.00	\$ 15,180.00	\$ 15,000.00	\$ 10,740.00						\$ 99,880.00
EXCAVATION PERMIT	\$ 20.00	\$ 235.00	\$ 440.00	\$ 25.00	\$ 145.00	\$ 500.00	\$ 555.00						\$ 1,920.00
COMBINATION PERMITS	\$ 12,721.00	\$ 17,520.00	\$ 3,878.00	\$ 6,549.00	\$ 19,874.00	\$ 2,460.00	\$ 4,128.00						\$ 67,130.00
DUMPSTER PERMIT	\$ 50.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00						\$ 450.00
REFUSE CONTAINER FEE	\$ 350.00	\$ 350.00	\$ 950.00	\$ 400.00	\$ 400.00	\$ 300.00	\$ 200.00						\$ 2,950.00
LARGE ITEM PICKUP FEE	\$ 2,440.00	\$ 2,795.00	\$ 3,070.00	\$ 1,740.00	\$ 2,280.00	\$ 2,525.00	\$ 2,005.00						\$ 16,855.00
SEWER TAP-IN FEES	\$ 26,175.00	\$ 73,575.00	\$ 20,475.00	\$ 14,250.00	\$ 62,830.00	\$ 6,900.00	\$ 10,950.00						\$ 215,155.00
SEWER TAP-IN INSPECTION	\$ 1,150.00	\$ 3,090.00	\$ 950.00	\$ 3,300.00	\$ 1,340.00	\$ 400.00	\$ 720.00						\$ 10,950.00
TOTAL COLLECTED	\$ 70,852.00	\$ 131,206.50	\$ 67,113.00	\$ 59,933.50	\$ 131,837.00	\$ 134,771.26	\$ 86,705.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 682,418.76

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into effective as of _____, 2014 (“Effective Date”) by and between the CITY OF BELLEVILLE, an Illinois municipal corporation (hereinafter referred to as the “City”), and Oblate Real Estate Trust, a Texas trust, Oblate Shrines and Renewal Centers, Inc., a Massachusetts nonprofit corporation, Missionary Oblates of Mary Immaculate, an Illinois not-for-profit corporation, Our Lady of the Snows Foundation, Incorporated (hereinafter referred to separately as a “Petitioner” and collectively as “Petitioners”), the City and the Petitioners being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the real estate which is the subject matter of this Agreement is designated on the Plat of Annexation attached hereto as Exhibit 1 and incorporated herein by this reference and legally described on Exhibit 2 attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

WHEREAS, the Property consists of certain unimproved parcels as identified on Exhibit 3 attached hereto and incorporated herein by this reference (herein referred to as the “Unimproved Parcels”) and certain improved parcels as also identified on Exhibit 3 (herein referred to as the “Improved Parcels”); and

WHEREAS, Petitioners and City desire to have the Property annexed to the City as provided in 65 ILCS 5/7-1-1, *et seq.*, subject to the terms and conditions of this Agreement and to obtain assurances from the City as to certain provisions for the zoning, and other ordinances of the City for the Property when the same has been annexed and to other matters addressed in this Agreement; and

WHEREAS, the Property is adjacent and contiguous to the corporate boundaries of the City and is not within the boundaries of any other city or village; and

WHEREAS, Petitioners desire to continue the current use of the Improved Parcels and to permit the development and use of portions of the Unimproved Parcels as a hotel and convention center (“Hotel Complex”), a convenience store and fuel station (“C-Store/Fuel Station”), themed restaurants including outdoor dining (“Themed Restaurants”), restaurants, winery, sports and entertainment venues and related uses, among other uses as more particularly described herein (collectively referred to herein as the “Proposed Uses”); and

WHEREAS, The City acknowledges that Petitioners’ current and Proposed Uses of the Property is and will be compatible with and will further the planning objectives of the City and that the annexation of the Property to the City will be of substantial benefit to the City; will extend the corporate limits and jurisdiction of the City; will permit orderly growth, planning, and development of the City; will increase the tax base of the City; and will promote and enhance the general welfare of the City and its residents; and

WHEREAS, the City has agreed to annex the Property to the City, to zone the Property as herein provided, to permit the C-Store/Fuel Station and Themed Restaurants (“Special Uses”), and to grant all such approvals as are necessary or appropriate to permit the continuation of the current use on the Improved Parcels, the agricultural use of the Unimproved Parcels, and the development of the Proposed Uses on the Unimproved Parcels; and

WHEREAS, Petitioners have filed with the City Clerk a proper Annexation Petition (“Annexation Petition”) pursuant to 65 ILCS 5/7-1-8 signed by the owners of record of the Property and the requisite percentage of electors residing thereon which Petition by its terms is contingent upon execution and compliance with the terms of this Agreement; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and City Council of the City (“Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, pursuant to notice, as required by statute and ordinance, public hearings were held by the City Council on the approval of this Agreement and the annexation ; and

WHEREAS, all other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and the annexation have been given, made, held, and performed by the City as required by 65 ILCS 5/7-1-8 and 5/11-15.1-1, et seq., and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and, by a resolution duly adopted by the Corporate Authorities then holding office, have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

WHEREAS, Petitioners have expended substantial sums of money and have materially altered their position in reliance on the execution of this Agreement and the performance of its terms and provisions by the City; and

WHEREAS, appropriate notices to the applicable fire protection district, public library district, township and other public bodies entitled to statutory notices have been given; and

WHEREAS, it is in the best interest of the City and Petitioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, the Parties do hereby agree as follows:

1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate and do hereby incorporate the Recitals into this Agreement as if fully set forth herein.

2. Annexation. As soon as reasonably practicable (but in no event later than thirty (30) days) after the Effective Date, the Corporate Authorities shall do all things necessary or appropriate to cause the Property to be validly annexed to the City in accordance with and upon the terms and conditions set forth in this Agreement and shall aid and assist Petitioners and their successors and assigns, in carrying out the terms, conditions and provisions of this Agreement. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the City. This Agreement, at the option of Petitioners exercised by written notice to City, shall be terminated, null, void, and of no force or effect if: (a) the Property is not validly annexed to the City and validly zoned and classified, the Existing Uses, Proposed Uses, Special Uses are not approved, and/or the Development Districts are not approved and validly created and established, all in accordance with and as contemplated by this Agreement at the times specified herein; or (b) that certain Ground Lease between Oblate Shrines and Renewal Centers, Inc. and Missionary Ventures, LLC, a Missouri manager managed limited liability company, its successors and/or assigns (“Developer”) is terminated in accordance with its terms. In the event that this Agreement is terminated, the Property shall not be annexed to the City.

3. Zoning and Subdivision. At the same meeting of the Corporate Authorities at which annexation of the Property is accomplished, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take all such other actions as are necessary or appropriate to:

(a) zone and classify the Property “C-2” Heavy Commercial District under the existing Zoning Ordinance of the City and recognize and establish that the following uses shall at all times be permitted uses on the Property: (i) all existing uses, operations and other activities which Petitioners have in the past conducted and/or now conduct on the Improved Parcels, as expanded, contracted, modified or otherwise evolved, at any time and from time to time (“Existing Uses”); and (ii) the Proposed Uses including, without limitation, hotels, motels, convention centers, restaurants, wineries, convenience stores, vehicle fuel stations, sports, athletics and other entertainment facilities, retail sales and services, cemeteries, mausoleums, columbaria, offices and financial institutions; and

(b), permit the Special Uses; and

In the event that any City code, ordinance, or regulation existing at the time the Property is annexed to the City does not permit the development, use and operation of the Property for the Existing Uses, Proposed Uses and the Special Uses, the City shall promptly grant all such variances and/or approvals as may be necessary to enable the development, use and operation of the Property as contemplated under this Agreement.

4. Continuation of Existing Uses. In reviewing the Annexation Petition and this Agreement, the City has given due consideration to the continuation of the Existing Uses of the Improved Parcels and, notwithstanding the City's zoning of the Property pursuant to the terms

hereof and any ordinances, resolutions, regulations, codes or other laws of the City to the contrary whatsoever, all of the Existing Uses of the Improved Parcels and agricultural uses of the Unimproved Parcels are permitted to continue, and all structures, facilities, buildings, towers, roadways and other improvements now located on the Improved Parcels are permitted to remain and be used notwithstanding their lack of conformity to City building, health, safety, fire or other codes, regulations or laws. Without limiting the generality of the foregoing:

(a) the City ordinances concerning parking space requirements shall not apply to the Improved Parcels and the City shall permit Petitioners to allow parking on the Improved Parcels in all areas that Petitioners deem proper at any time and from time to time;

(b) the City ordinances concerning green space requirements, as related to parking and subdivision requirements, shall not apply to the Improved Parcels;

(c) the City shall permit Petitioners, and Petitioners shall have the right, at all times and from time to time without any permits, licenses or other City approvals and without the payment of any fees or other charges whatsoever, to continue, modify and expand any and all of the activities which it has conducted and/or now conducts on the Improved Parcels including, without limitation:

- i. outside sales, storage of equipment on exterior of buildings, and the displays and sales of produce and other agricultural products;
- ii. outdoor religious activities, festivals and craft fairs;
- iii. petting farm and other types of animal operations;
- iv. any and all food processing, manufacturing and packaging operations, indoor or outdoor;
- v. the maintenance of billboards on the Improved Parcels, including, without limitation, the replacement of billboards that are structurally unsound; and
- vi. the operation, maintenance, repair, replacement, use and other activities in connection with the towers on the Improved Parcels;

(d) the City shall not require Petitioners to modify any existing building, tower, structure, facility, roadway or any other improvements on the Improved Parcels to comply with the building code, electrical ordinance or other codes and ordinances of the City, as amended. With respect to the Existing Uses including, without limitation, any alterations, expansions or additions to existing buildings, towers, structures, facilities, roadways or other improvements on Improved Parcels, City waives all permit and review fees and/or other charges whatsoever. Any construction of additional facilities/structures on the Improved Parcels or the Unimproved Parcels will meet the minimum requirements of the City's building code, electrical ordinance or other related construction codes;

(e) the City ordinances now existing or hereafter enacted concerning open burning shall not apply to the Improved Parcels and Petitioners shall have the right at any time and from time to time to open burn on the Improved Parcels, subject to oversight by the City Fire Chief upon prior notice from Petitioners;

(f) with respect to any temporary special events held on the Improved Parcels and/or sponsored, conducted or permitted by Petitioners and/or any of Petitioners' affiliated entities or other non-profit or charitable organizations or any religious order, community, diocese or similar organization (collectively referred to as "Special Event Sponsor"); including, but not limited to, outdoor religious activities, festivals and craft fairs, petting farms, carnivals, sporting and recreational events, concerts, theatrical performances, outdoor activities, overnight camping, and the sale of food products as part of such special events, City shall not require Petitioners or any Special Event Sponsors or their outside food vendors, carnival operators or any other person participating in said special events to obtain business licenses or any other permits or approvals from the City or impose any business license fees or other fees or charges on such activities. City shall not require business licenses or impose any business license or other license fees or any other types of fees or charges with respect to the indoor food market and restaurant as now or hereafter operated on the Improved Parcels; and

(g) the City will exempt Petitioners and Developer and their respective tenants, occupants, licensees, successors and assigns from any ordinance that would otherwise require Petitioners and/or Developer to use and pay for the City's trash pickup service anywhere on the Property, and City will permit Petitioners and Developer to use such waste disposal companies as they shall desire for trash pickup and disposal service.

5. Special Agreements.

(a) The City shall not apply any sign ordinance or sign approval criteria or requirements to the Improved Parcels which are more restrictive than the sign ordinances or other sign requirements in effect in St. Clair County, Illinois on the date of execution of this Agreement (See Exhibit 5).

(b) Petitioners acknowledge and understand that all infrastructure, including but not limited to roadways, on the Improved Parcels are and will remain private, and the City shall have no responsibility to maintain and/or improve such private infrastructure. The City shall, at its sole cost and expense, provide snow and ice removal on all public and private roads within the Property; provided, however, that Petitioners expressly agree and understand that private roads will not be plowed until after public roads have been cleared.

(c) The City shall diligently pursue: (i) approval from the State of Illinois for expansion of the City's Enterprise Zone to include the Property in form and substance satisfactory to the City, Petitioners and/or Developer; and (ii) a eligibility study for a redevelopment project area including the portion of the Unimproved Parcel identified as St. Clair County Permanent Parcel No. 07-03.0-300-005, the adoption of a redevelopment plan and approval of a redevelopment agreement pursuant to the Tax Increment Allocation Redevelopment Act; and (iii) approval of a business district including the portion of the Unimproved Parcel identified as St. Clair County

Permanent Parcel No. 07-03.0-300-005, the adoption of a business district plan and approval of a redevelopment agreement pursuant to the Business District Development and Redevelopment Law, all in form and substance satisfactory to the City, Petitioners and/or Developer (collectively referred to herein as the "Development Districts"). Costs associated with the matters contemplated under this subsection (c) shall be allocated in accordance with City ordinance and policy.

(d) Upon request of Petitioners or Developer or their successors or assigns, the City shall acknowledge from time to time and adopt resolutions or ordinances as may be necessary or required to cause or permit the City to comply with the terms and provisions this Agreement; provided, however, that the City shall not be required to enact any resolutions or ordinances that would be contrary to law. It is agreed that, to the extent permitted by law, the terms and provisions of this Agreement shall supersede the provisions of any ordinances, codes or regulations of the City which may be in conflict with the terms and provisions of this Agreement.

(e) The City shall, at its sole cost and expense, construct and extend to the most appropriate boundary of the Unimproved Parcels operating sanitary sewer facilities to serve the Unimproved Parcels and Petitioners' existing building facilities located on the north side of IL Rt. 15 commonly identified as 9480 North DeMazenod Drive ("North Facility") at the time of the construction of the Proposed Uses in accordance with the terms and conditions of an applicable Development Agreement. Petitioners shall have the right (but not the obligation), at any time at Petitioners' cost, to connect the North Facility to such sanitary sewer and the City shall not impose any tap-on or other connection fees or other requirements for such connection.

(f) With respect to the Improved Parcels (but not the Unimproved Parcels or any additional buildings constructed on the Improved Parcels after the Effective Date) and for the five (5) year period commencing upon the Effective Date of this Agreement, the City shall completely rebate the amount of utility taxes and telecommunications taxes collected by the City from Petitioners as to the Improved Parcels under Chapter 43 of the Revised Code of Ordinances in excess of any utility taxes and telecommunications taxes currently imposed on such Improved Parcels as of the Effective Date.

6. Codes and Ordinances. To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the City Code, the Zoning Code, the subdivision control ordinance or any other City code, ordinance, or regulation, the terms, provisions, and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any City code, ordinance, or regulation is hereafter adopted, amended, or interpreted so as to be less restrictive on Petitioners and/or Developer with respect to the development of the Property than is the case under the existing law, then at the option of Petitioners and/or Developer such less restrictive amendment or interpretation shall control.

7. Excavation, Grading, and Preparation of the Property for Development. Petitioners and/or Developer shall have the right (but not the obligation), prior to obtaining approval of engineering drawings or other plans, to undertake demolition of structures, excavation,

preliminary grading work, filling, and soil stockpiling on the Property in preparation for the development of the Property upon submittal and approval of a grading plan to the City.

8. Building Permits. To the extent applicable and not otherwise exempt under this Agreement, the City shall issue building permits for which Petitioners and/or Developer apply within ten business days of receipt of application therefor or within ten business days of the City's receipt of the last of the documents required to support such application. If the application is denied, the City shall provide Petitioners and/or Developer with a written statement specifying the reasons for denial of the application, including specifications of the requirements of law that the application or supporting documents fail to meet. The City shall issue such building permits upon Petitioners' and/or Developer's compliance with those requirements.

9. Certificates of Occupancy. To the extent applicable and not otherwise exempt under this Agreement, if the City codes require the issuance of a certificate of occupancy with respect to any use of any portion of the Property, the City shall issue certificates of occupancy to Petitioners and/or Developer within ten business days of application therefor or issue a letter of denial within said period informing Petitioners specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance, or regulation relied on by the City in its request for correction.

10. Mutual Assistance.

(a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

(b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county, or local) financial or other aid and assistance required or useful for the construction or improvement of Property and facilities in and on the Property or for the provision of services to residents of the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities, and storm water disposal facilities.

11. Remedies.

(a) Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any Party hereto pursuant to the provisions of this Section 11 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an

election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys', engineers', surveyors', architects', accountants', and other consultants' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

(d) The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(e) If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances that are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

12. Liquor Licenses. The City understands that the proposed development of the Property may include restaurants and lounges or similar facilities as well as grocery, drug, package liquor, and similar stores, and that to offer the complete service necessary to their economic viability, each such restaurant, lounge, or similar establishment will require a liquor-pouring license and each such store will require a package-liquor sales license and the City shall create, make available and issue all such licenses as are required to permit such service in accordance with the terms and conditions of the City ordinances governing same, in the sole and absolute discretion of the Mayor as local liquor commissioner.

13. Special Assessments and Taxation. Nothing contained in this Section 13 shall be construed to prohibit the establishment by the City of a tax increment financing district, special business district or enterprise zone affecting the Property. Otherwise, without the prior written

consent of Petitioners, the City shall not: (a) levy against any real or personal Property within the Property any special assessment or special tax for the cost of any improvements in or for the benefit of the Property; (b) undertake any local improvements in, on, or for the benefit of the Property pursuant to the imposition of a special assessment or special tax against the Property, or any portion thereof; or (c) levy or impose additional taxes on the Property in the manner provided by law for the provision of special services to the Property or to an area in which the Property is located or for the payment of debt incurred in order to provide such special services.

14. Miscellaneous.

(a) Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their respective successors in interest or assignees.

(b) Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or Property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If for any reason the annexation, zoning, approval of the Existing Uses, Proposed Uses, Special Uses or subdivision of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

(c) City Approval. Wherever any approval of the City, or of any of its departments, officials, or employees, is called for under this Agreement or otherwise in connection with the development of any or all of the Property, the same shall not unreasonably be withheld, conditioned or delayed.

(d) Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

(e) Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, successors, assigns, tenants, subtenants and transferees of Petitioners and their respective successors, grantees, tenants, and assigns, and on successor corporate authorities of the City and successor municipalities, and shall constitute covenants running with the land. For all purposes under this Agreement, the term "Petitioners" shall mean and include, without limitation, Developer and all licensees, tenants, subtenants, successors, assignees and others deriving any rights to use or possess any portion of the Property by or through Petitioners and/or Developer and any of Petitioners' and/or Developer's affiliated or related entities, successors or assignees. This Agreement may not be assigned without City approval, and such approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Agreement may be assigned without City approval to any religious order or diocese, and upon said assignment, the assignor shall be released from and shall have no further obligations hereunder.

(f) Notices. Any notice, request, approval, demand, instruction or other communication to be given to any Party hereunder, shall be in writing, and shall be conclusively deemed to be delivered and received when personally delivered or when (a) transmitted by electronic mail; (b) one (1) day after the date of deposit for overnight delivery with an overnight courier such as Federal Express, United Postal Service or other overnight courier service, or (c) three (3) days after the date of deposit in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to City:	City of Belleville 101 South Illinois Street Belleville, Illinois 62220 Attn.: Mayor Mark W. Eckert E-mail: meckert@belleville.net
With a copy to:	Becker, Hoerner, Thompson & Yursa, P.C. 5111 West Main St. Belleville, IL 62226 Attn.: Garrett Hoerner E-mail: gph@bhtylaw.com
If to Petitioners:	Oblate Real Estate Trust 391 Michigan Avenue, N.E. Washington, D.C. 20017-1516 Attn.: Rev. Ray John Marek, OMI, Trustee E-mail: rmarek@omiusa.org
With a copy to:	Greensfelder, Hemker & Gale, P.C. 12 Wolf Creek Drive, Suite 100 Swansea, Illinois 62226 Attn.: Kevin Vick E-mail: lkv@greensfelder.com

The parties may change their respective addresses and/or telefax/telecopy numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

(g) Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

(h) Waiver of Trial by Jury. The Parties hereby waive trial by jury in any action, proceeding or counterclaim (whether arising in tort or contract) brought by either against the other on any matter arising out of or in any way connected with this Agreement or any document contemplated herein or related hereto. This waiver by the parties hereto of any right they may have to a trial by jury has been specifically negotiated and is an essential aspect of their bargain.

(i) E-mailed or Faxed Signatures. The Parties agree that electronically mailed or faxed signatures may be used to expedite the transaction contemplated by this Agreement. Each Party intends to be bound by its electronically mailed or faxed signature and each is aware that the other will rely on the electronically mailed or faxed signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents and notices effecting the transaction contemplated by this Agreement based on an electronically mailed or faxed signature. The Parties agree to deliver to each other original signed hard copies of all documents and notices signed and transmitted by electronic mail or telefax within five (5) days after the date of such transmission; provided, however, that failure to do so will not render such documents or notices invalid or ineffective.

(j) Further Assurances. Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

(k) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State in which the Property is located. In the event of any dispute arising under this Agreement, the Parties hereby submit to the jurisdiction of, and waive any objection to, the applicable state or federal court having jurisdiction in the circuit or district in which the Property is located.

(l) Authority and Counterparts. Each Party warrants and represents that the person executing this Agreement on its behalf is authorized to do so. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

(m) Term. This Agreement shall be valid and binding for a period of twenty (20) years from the Effective Date.

(n) Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties with respect to the subject matter hereof and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein. The Parties acknowledge and agree that the exhibits may contain duties and obligations of the Parties and the Parties shall perform all of their respective duties and obligations thereunder. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties. The Exhibits consist of the following:

- i. Exhibit 1: Plat of Annexation;
- ii. Exhibit 2: Legal Description of Property;
- iii. Exhibit 3: Plat identifying Improved Parcels and Unimproved Parcels; and
- iv. Exhibit 4: St. Clair County Sign Code

[END OF DOCUMENT, SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE.]

IN WITNESS WHEREON, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BELLEVILLE, ILLINOIS

By: _____
Mark W. Eckert, Mayor

ATTEST: _____
Dallas B. Cook, City Clerk

Oblate Real Estate Trust, a Texas trust

By: _____
Rev. Ray John Marek, OMI, Trustee

Oblate Shrines and Renewal Centers, Inc., a Massachusetts nonprofit corporation

By: _____
Rev. Ray John Marek, OMI, Treasurer

Missionary Oblates of Mary Immaculate, an Illinois not-for-profit corporation

By: _____
Rev. Ray John Marek, OMI, Treasurer

Our Lady of the Snows Foundation, Incorporated

By: _____
Rev. Ray John Marek, OMI, Authorized Signatory

OLD TITLE & ESCROW SERVICE

120 West Main Street, Suite 110
Belleville, IL 62220
Belleville Office (618) 235-1637
Fax (618) 235-2811

October 3, 2014

RE: Shrine

Our File No: 14-2353

Parcel No.: 07-03.0-100-030

Owner: Missionary Oblates of Mary Immaculate

Legal Description:

All that tract piece or parcel of land in the County of St. Clair, State of Illinois, lying and being a part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 3, in Township 1 North, Range 9 West of the Third Principal Meridian, contained 15.09 acres, more or less, and being more particularly described as follows:

Beginning at the point where the Northeast line of the highway known as Federal Aid Route No.14 intersects the South line of the said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of said Section 3, Township 1 North, Range 9 West; and running thence East along said South line of said quarter-quarter section for a distance of Two Hundred Forty-eight and nine-tenths (248.9) feet to a corner on said line; thence North 3 degrees 51 minutes West for a distance of Thirteen Hundred Sixty-eight and five-tenths (1368.5) feet to a corner; thence South 88 degrees 40 minutes West a distance of Two Hundred Seventy-seven and five-tenths (277.5) feet to a corner; thence South 23 degrees 34 minutes West a distance of Nine Hundred Four and seven-tenths (904.7) feet to the Northeasterly margin of said above mentioned highway; thence South 40 degrees 38 minutes East along said highway line, a distance of Seven Hundred Five and five-tenths (705.5) feet to the point of beginning.

Excepting therefrom, that part conveyed to the State of Illinois for highway purposes.

Also:

Lots Numbers One (1), Two (2), Three (3), Four (4) Five (5), and Six (6) of Marion Farm Subdivision, Re-subdivision Lots 1-2-3-4-5-6-8-9-10-11 Subdivision Pts. Survey 126-127-128-129-130-131-132-625, Commonfields of Cahokia and Northwest ¼ Section 3 T.1N. R.9W., St. Clair County, Illinois, in Book of Plats "Y" on page 51.

Excepting, however, that part conveyed to County of St. Clair, State of Illinois highway purposes.

Also,

Part of the Northwest Quarter (1/4) of Section Numbered Three (3) Township One (1) North, Range Nine (9) West, more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Numbered Three (3) and running thence South 88 degrees 40 minutes West along the North line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) a distance of Two Hundred Seventy-seven and five-tenths (277.5) feet; thence North 23 degrees 34 minutes East, Two Hundred and Fifty (250) feet; thence North 44 degrees 23 minutes West, Sixty-six (66) feet; thence North 14 degrees 29 minutes East, Eight-two and five-tenths (82.5) feet; thence North 37 degrees 23 minutes West, One Hundred Twenty-six (126) feet to the right of way of the Southern Railway; thence North 34 degrees 42 minutes East, Thirty-two (32) feet; thence South 47 degrees 48 minutes East, Seven Hundred Thirty-five (735) feet; thence South 43 degrees 16 minutes West, Three Hundred Eighty-four and seven-tenths (384.7) feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4); thence North 3 degrees 51 minutes along the East line, Two Hundred Ninety-eight and one-tenth (298.1) feet to the point of beginning.

Also:

A triangular shaped piece of land in the fractional North Half of the Northwest Quarter, Section 3 in Township 1 North, Range 9 West of the Third Principal Meridian, lying between the Westerly boundary line of the right of way lands of the Southern Railway Company and the right of way of State Bond Issue Route No.157, bounded on the East by the Westerly line of the right of way lands of the Southern Railway Company in the North by the center of the public road running in a Westerly and Southwesterly direction near the North line of said Section 3; bounded on the West by the Easterly line of State Route No.157 as widened and on the South by the Northerly line of United States Survey No.625, now known as Lot 9 of Lakeview Tracts Assessment Plat, a part of the South One-half of Section 3, T.1N., R.9W., and a part of the North One-half of Section 3, T.1N., R.9W., St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "47" on page 13.

Together with the Southerly part of the vacated Briar Hill Road, as vacated by Order Vacating road of the Centerville Road District, dated September 25, 1969, and recorded June 11, 1976 in Book 2402 on page 29, Document No. A524305.

EXCEPTING portions of the above described property that lies within parcel identification Nos.07-03.0-100-028 and 07-03.0-100-029; further excepting portions of the above described property, part of parcel No.07-03.0-100-030, lying Northwesterly of the Old Southern Railroad and that portion that lies Northerly of vacated Briar Hill Road.

NOTE: This exception is for descriptive purposes only; for a true and accurate legal description, a Survey of the subject property would need to be provided.

Parcel No.: 07-03.0-200-005 and 07-03.0400-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Section #3 in Township One (1) North, Range Nine (9) West, Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the intersection of the Northeasterly right-of-way line of Illinois Route 15 (U.S. Route 460) and the Northerly right-of-way line of the Southern Railroad; running thence in an Easterly direction along said railroad right-of-way and making a clockwise angle from the Northeasterly right-of-way line of said Illinois Route 15, of $126^{\circ}40'16''$ a distance of Forty-Eight and Eighty-Nine Hundredths (48.89) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}45'31''$ a distance of One Hundred Two and Three Tenths (102.3) feet to a point, continuing thence Eastwardly along said right-of-way line making a clockwise angle with the last described course of $182^{\circ}48'40''$ a distance of One Hundred Two and Thirty-Five Hundredths (102.35) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}52'05''$ a distance of One Hundred Two and Four Tenths (102.4) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}55'49''$ a distance of Thirty-Seven and Twenty-Nine Hundredths (37.29) feet to a point; running thence Northwardly along a line making a clockwise angle with the last described course of 90° a distance of Fifty (50.0) feet to a point, continuing thence in an Easterly direction along said right-of-way line at right angles, to the last described course a distance of Sixty-Six and Forty-Five Hundredths (66.45) feet to a point; running thence Eastwardly along said right-of-way line making a clockwise angle with the last described course of $182^{\circ}58'29''$ a distance of One Hundred Five and Seven Hundredths (105.07) feet to a point; continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}59'05''$ a distance of One Hundred Five and Twenty One Hundredths (105.21) feet to a point; continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $183^{\circ}08'28''$ a distance of One Hundred Five and Forty-Eight Hundredths (105.48) feet to a point; continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $183^{\circ}17'29''$ a distance of One Hundred Five and Twelve Hundredths (105.12) feet to a point, continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}43'07''$ a distance of Seventy and Fifteen Hundredths (70.15) feet to a point; continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}42'14''$ a distance of Eighty-Six and Fifty-Two Hundredths (86.52) feet to a point; running thence Northwardly along a line making a clockwise angle with the last described course of $65^{\circ}25'09''$ a distance of Nineteen Hundred Forty-Four and Eighty-Nine Hundredths (1944.89) feet to a point, said point being in the North line of the South Half of the said Section 3; continuing thence Northwardly along a line making a clockwise angle with the last described course of $179^{\circ}55'39''$ a distance of Thirteen Hundred Sixty-Five and Seventy-Eight Hundredths (1365.78) feet to a point in the South line of "Lake View Tracts Assessment Plat", reference being had to the plat thereof being recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats '47' on Page '13'; running thence in a Westerly direction along a South line of said "Lake View Tracts Assessment Plat" and making a clockwise angle with the last described course of $89^{\circ}32'11''$ a distance of One Thousand Ninety-Three and Fifteen Hundredths (1093.15) feet to a point; running thence Southerly along the line making a clockwise angle with the last described course of $87^{\circ}27'57''$ a distance of Thirteen Hundred Sixty-Five and Seventy-Four Hundredths (1365.74) feet to a point, said point being the center of said Section 3; running thence Eastwardly along the North line of the South half of said Section 3 and making a clockwise angle with the last described course of $92^{\circ}36'31''$ a distance of Two Hundred (200.0) feet to a point; running thence Southerly along a line making a clockwise angle with the last described course of $268^{\circ}07'14''$ a distance of Eight-Hundred Twenty-Four and Twenty-Five Hundredths (824.25) feet to a point; running thence Southwesterly along a line making a clockwise angle with the last described course of $231^{\circ}04'04''$ a distance of Eight Hundred Twenty (820.0) feet to a point in the Northeasterly right-of-way line of Illinois Route 15 (U.S.

Route 460); running thence Southeastwardly along said right-of-way line and at right angles to the last described course a distance of Five Hundred Ninety and One Hundredth (590.01) feet to the point of beginning and containing 74.56 Acres more or less.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-03.0-300-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of the Southwest $\frac{1}{4}$ of Section 3, Township 1 North, Range 9 West of the Third Principal Meridian, described as follows, to-wit:

Commencing at an iron pipe set firmly in the west line of the Southwest $\frac{1}{4}$ of said Section 3 near the highest point on the line 452.9 feet in a Southerly direction from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 3, said iron stake being the point of beginning of the tract hereby described; thence running in a Northerly direction along said West line of said Section 3, a distance of 50 feet to a point, thence in an Easterly direction at right angles to said Westerly line a distance of 250 feet to a stake; thence at right angles in a Southeasterly direction parallel to the West line of said Section 3, a distance of 348.48 feet to a stake; thence at right angles in a Westerly direction a distance of 250 feet to said Westerly line, thence North along said line a distance of 298.48 feet to the point of beginning, being said stake;

Together with an easement from the above described tract of land to the tab road known as the Brooks Road as said roadway easement is presently located;

Save and except all conveyances of record made prior to the date of recording of this instrument.

Situated in the County of St. Clair and State of Illinois.

Parcel No.: 07-03.0-300-004

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Southwest Quarter of Section 3 in Township One North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-writ:

Commencing the survey thereof at the Southwest corner of said Section Three, running thence Eastwardly along the South line of said Section Three a distance of 795.96 feet to the point of intersection of said South line of said Section Three with the Northwesterly right of way line of the Southern Rail Road, running thence Northeastwardly along the Northwesterly right of way line of the Southern Rail Road a distance of 845.19 feet to a point, running thence Northeastwardly along the Northwesterly right of way line of said

Southern Railroad and on a curve to the right having a radius of 2000.98 feet to the point of intersection of said Northwesterly right of way line of the Southern Rail Road with the Southwesterly right of way line of Federal Aid Route, 14 (U.S. Route 460), reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 42 on page 77, said point being the point 140 feet Southwest of, measured at right angles, Station 271+28.3 of said Federal Aid Route 14, running thence Northwestwardly along the Southwesterly right of way line of said Federal Aid Route 14 a distance of 2406.99 feet to the point of intersection of said Southwesterly right of way line of Federal Aid Route 14 with the North line of the Southwest Quarter of said Section Three, running thence westwardly along the North line of the Southwest Quarter of said Section Three a distance of 614.64 feet to the Northwest corner of the Southwest Quarter of said Section 3, running thence Southwardly along the West line of said Section Three a distance of 402.9 feet to a point, running thence East at right angles a distance of 250 feet to a point, running thence South at right angles and parallel to the West line of said Section 3, a distance of 348.48 feet to a point, running thence West at right angles a distance of 250 feet to a point in the West line of said Section 3, running thence Southwardly along the West line of said Section 3, a distance of 1876.22 feet to the point of beginning. Excepting that part conveyed to the State of Illinois, for the use of the Department of Public Works and Buildings in Warranty Deed dated 90' of September 1962 and recorded in the Recorder's Office of St. Clair County, Illinois, in Book 1828 on page 165, more particularly described as follows:

That portion of the Northwest Quarter Southwest quarter of Fractional Section 3, Township 1 North, Range 9 West of the Third Principal Meridian, that lies Southwesterly of the existing Southwesterly right of way line of Federal Aid Route 14 (marked U.S. Route 460) and Northeasterly of a line described as follows:

Beginning at a point on the North line of said Northwest Quarter Southwest Quarter, said point being 160 feet Southwesterly of the centerline of F.A. Route 14 when measured at right angles thereto; thence Southeasterly along a straight line to a point 175 feet Southwesterly of said centerline of F.A. Route 14 at Station 248+00 when measured at right angles thereto; thence Southeasterly along a straight line to its intersection with the existing Southwesterly right of way line of F.A. Route 14 opposite Station 249+00.

Excepting the coal and other minerals underlying said premises and all conveyances of record made prior to the date of recording of this instrument.

ALSO:

The land required for the locating of the "NORTH SHRINE ROAD" across part of the Southwest Quarter (S.W. ¼), Section Numbered Three (3) in Township One (1) North, Range Nine (9) West of the Third (3') Principal Meridian, St. Clair County, Illinois, as shown on the plat attached hereto and made a part hereof, the same as if incorporated herein, and containing in the tract of land hereby dedicated acres, more or less; as in Deed recorded in Book 1667 at Page 412, Document No. A22262, in the Recorder's Office, St. Clair County, Illinois.

Parcel No.: 07-03.0-300-005 and 07-03.0400-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the South one-half of Section 3 in Township 1 North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois and being more particularly described as follows:

Beginning at the point of intersection of the North line of the South one-half of Section 3 with the Northeasterly right of way line of Federal Aid Route No. 14, also known as U.S. Route #460; reference being had to the plat thereof recorded in the Recorder's Office in the aforesaid County and State in Book of Plats 42 on page 77; said point of beginning being distant 130 feet from and measured along a line that is at right angles with the center line of survey as shown on said plat of Federal Aid Route No. 14; thence from said point of beginning and running in a Southeasterly direction along the Northeasterly right-of-way line of Federal Aid Route No. 14, for a distance of 1800.00 feet to a point; thence in a Northeasterly direction along a straight line that is at right angles to the Northeasterly right-of-way line of said Federal Aid Route No. 14 for a distance of 820.0 feet to a point; thence in a Northerly direction 820.0 feet, more or less, to a point in the North line of the South one-half of said Section 3; said last described point being distant 200.0 feet East from a stone marking the center of said Section 3; thence running West along the North line of the South one-half of said Section 3 for a distance of 1762.0 feet, more or less, to the point of beginning.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-201-015

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of Lot No. 12 of MARION FARM SUBDIVISION, RESUBDIVISIONS OF LOTS 1-2-3-4-5-6-8-9-10 & 11 OF A SUBDIVISION OF PARTS OF U.S. SURVEY OF LOTS 126-127-128-129-130-131-132 & 625 COMMONFIELDS OF CAHOKIA AND NORTHWEST QUARTER SECTION 3. T. 1 N.R. 9 W."; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "Y" on page 51, being more particularly described as follows:

Commencing at the stone that marks the most southerly corner of said Lot 12, said point being the point of beginning of the tract of land herein described; thence in a northeasterly direction along the southeasterly line of said Lot 12, a distance of 97.05 feet to a point; thence in a northwesterly direction along a line running parallel to the southwesterly line of said Lot 12, a distance of 372.8 feet to an iron rod in the R.O.W. line of S.B.I. Route No. 157; thence in a southwesterly direction along the R.O.W. line of S.B.I., Route No. 157, being 80 feet in width, a distance of 99.36 feet to an iron rod which marks the most westerly corner of said Lot 12; thence in a southeasterly direction along the southwesterly line of said Lot 12, a distance of 350.7 feet to the point of beginning. Containing 0.82 acre, more or less.

Excepting therefrom all coal and other minerals underlying the same.

And excepting further the following described real estate, to-wit: That part of the southwesterly V2 of Lot 12 of "Marion Farm Subdivision", being a re-subdivision of Lots 1 through 11 of parts of U.S. Surveys 126, 127, 128, 129, 130, 131, 132 and 625 in the "Commonfields of Cahokia" and the fractional NW 1/4 of Section 3, all in T. 1 N. R. 9. W. of the Third P.M., reference being had to a plat thereof recorded in the Recorder's records of St. Clair County, in Plat Book "Y" on page 51, describes as follows:

That part of said southwesterly 1/2 of Lot 12, that lies southeasterly of the existing southeasterly right of way line of SB! Route 157 and northwesterly of a line that extends from a point on the southeasterly line of said Lot 12, said point being 50 feet southwesterly of and measured at right angles to the centerline of SB! Route 157 to a point on the northeasterly line of the southwesterly 99.3 feet of Lot 11, as measured along the southeasterly line of said Lot 11 of "Marion Farm Subdivision", said point being 60 feet southeasterly of and measured at right angles to the centerline of SB! Route 157, containing 1100 sq. ft., more or less. Conveyed by Louisa Lamprecht, also known as Louise Lamprecht, a widow and not since remarried, to the State of Illinois, for the use of the Department of Public Works and Buildings, by warranty deed dated June 21, 1962, and recorded in Book 1829 on page 1 of the Recorder's Records of St. Clair and State of Illinois.

Situated in the County of St. Clair and State of Illinois.
Subject to all conveyances of record made prior to the date of recording of this instrument.

Parcel No.: 07-04.0-401-004 and 07-09.0-201-003 and part of 07-10.0-100-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Lot No. 1, part of Fractional Section No. 4; ALSO Lot No. 1 part of Northeast Fractional Quarter Section 9: ALSO that part of Lot No. 1, part of the Northwest Quarter of Section No. 10, lying Northwest of the right of way of the Cairo Short Line Railroad now Southern Railroad. All in Township 1 North Range 9 West of the Third Principal Meridian; all as shown on plat recorded in the Recorder's Office of St. Clair County, Illinois, in book of Plats "A" on page 395.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-401-011

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North Range Nine (9) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit: Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section Four (4);

thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section a distance of Thirty-Four and Fifty-Nine Hundredths (34.59) feet to a point; running thence South 88°08' West along a line a distance of Four Hundred Forty-Two and Forty-Seven Hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-Five (225.0) feet to a point; running thence South 88°08' West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-Three and Seventy-One Hundredths (433.71) feet to a point; running thence North 88°08' East a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres more or less.

Save and except all conveyances of record made prior to the date of recording of this instrument.

Parcel No.: 07-04.0-401-014

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of the following described real estate lying Southerly of a line running South 88 degrees 8 minutes West from a point 34.59 feet North of the Southeast corner of the Northeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North Range 9 West of the Third Principal Meridian, said real estate being described as;

Part of Lot No. 36, being part of Surveys 117, 118 and 119 of "CAHOKIA COMMONFIELDS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17; said tract being more particularly described in Deed to Don Turner dated July 13, 1948 and recorded in Book 1163 on page 65, lying Southeasterly of the Right of Way of the Southern Railway as now located, and also that part of a tract land situated at or near lake in the County of St. Clair and State of Illinois, being composed of part of Fractional Section 4 of Township 1 North Range 9 West of the Third Principal Meridian, and parts of Surveys, 120, 121, 122, 123, 124 and 125 of the "CAHOKIA COMMONFIELDS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17, said tract being more particularly described in Deed to L.D. Turner, dated June 23, 1944 and recorded in Book 1117 on page 604; lying Southeasterly of the Right of Way of the Southern Railway.

Situated in St. Clair County, Illinois.

Save and except all conveyances of record made prior to the date of recording of this instrument including without limitation the conveyances recorded in Book 1165, Page 92, Book 1193, Page 61, Book 1192, Page 115, Book 1544, Page 579, Book 1785, Page 417, Book 2488, Page 603, Book 2340, Page 1728 in the St. Clair Recorder's Office.

Parcel No.: 07-04.0-401-017

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter and the Southeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North, Range 9 West of the 3rd Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the Southeast corner of the said Northeast Quarter of the Southeast Fractional Quarter of said Section 4; said point being the point of beginning of the tract herein being described; running thence in a Northerly direction along the East line of said Northeast Quarter of the Southeast Fractional Quarter of said Section 4, a distance of 34.59 feet to a point; running thence in a Westerly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point; running thence in a Southerly direction along a line making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 225 feet to a point; running thence in an Easterly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point in the East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4; running thence in a Northerly direction along said East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4 and making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 190.41 feet to the point of beginning;

EXCEPTING EVERYTHING EAST OF THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North, Range Nine (9) West of the Third (3d) Principal Meridian, described as follows, to-wit:

Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section (4); thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section a distance of Thirty-Four and Fifty-Nine Hundredths (34.59) feet to a point; running thence South 88 degrees 08 minutes West along a line a distance of Four Hundred Forty-Two and Forty-Seven Hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-Five (225.00) feet to a point; running thence South 88 degrees 08 minutes West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-Three and Seventy-One Hundredths (433.71) feet to a point; running thence North 88 degrees 08 minutes East a distance of Two Hundred (200.0) feet to a point; running thence South a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres more or less.

Save and except all conveyances of record made prior to the date of recording of this instrument.

Situated in the County of St. Clair, in the State of Illinois.

Parcel No.: part of 07-04.0-401-018

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter and the Southeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North, Range 9 West of the 3rd Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows; to-wit:

Commencing the survey thereof at the Southeast corner of the said Northeast Quarter of the Southeast Fractional Quarter of said Section 4; said point being the point of beginning of the tract herein being described; running thence in a Northerly direction along the East line of said Northeast Quarter of the Southeast Fractional Quarter of said Section 4, a distance of 34.59. feet to a point; running thence in a Westerly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point; running thence in a Southerly direction along a line making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 225 feet to a point; running thence in an Easterly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point in the East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4; running thence in a Northerly direction along said East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4 and making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 190.41 feet to the point of beginning;

Situated in the County of St. Clair, in the State of Illinois.

Save and except all conveyances of record made prior to the date of recording of this instrument, including without limitation the conveyance set forth in Book 2984, Page 1330 filed with the Recorder's Office of St. Clair County, Illinois.

Parcel No.: 07-09.0-201-004

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Lot 2, lying North of the Southern Railroad in the Northeast 1/4 of Section 9, Township 1 North Range 9 West of the P Principal Meridian reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 395.

Except that part conveyed by deed recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds 1206 on page 167, more particularly described as follows:

Commencing at a monument in the Northwest corner of said Lot No. 2; thence South 33 degrees 30 minutes West 181 feet to a monument; thence South 29 degrees 42 minutes West 94 feet to a marker on the North Right-of-Way line of the Southern Railroad, thence South 50 degrees 25 minutes East 268 feet to a monument being the point of beginning, thence North 30 degrees 0 minutes East 200 feet to a monument; thence South 60 degrees East 135 feet to a pipe; thence South 30 degrees 0 minutes West 200 feet to a monument; then along the Northern Right-of-Way line of the Southern Railroad on a 610 foot radius Northwesterly to the point of beginning, 136 feet.

ALSO EXCEPTING that part thereof more particularly described as:

Commencing at the iron bar that marks the most Southerly corner of the premises described in above mentioned deed recorded in Book 1206 on page 167 of said Recorder's Office, said point being the point of beginning of the tract of land herein described; thence North 30 degrees 00 minutes East, along the Southeasterly line of said premises described in Book 1206 on page 167 a distance of 195.46 feet to the iron bar at the most Easterly corner of said premises described in 1206 on page 167; thence South 84 degrees 15 minutes East, a distance of 197.0 feet to an iron bar; thence South 0 degrees 45 minutes West, a distance of 224.15 feet to an iron bar at the North Right-of-Way line of the Southern Railroad; thence in a Northwesterly direction along the Northerly Right-of-Way line of the Southern Railroad, being a curve to the right a chord distance of 299.86 feet to the point of beginning.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-09.0-201-006

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Lot 2, lying North of the Southern Railroad in the Northeast Quarter of Section 9, Township 1 North, Range 9 West of the Third Principal Meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 395, more particularly described as follows, to-wit:

Commencing at the iron bar that marks the most Southerly corner of the premises described in Deed recorded in Book 1206 on page 167 of said Recorder's Office, said point being the point of beginning of the tract of land herein described; thence North 30 degrees 00 minutes East, along the Southeasterly line of said preemies described in Book 1206 on page 167, a distance of 195.46 feet to the iron bar at the most Easterly corner of said premises described in Book 1206 on page 167; thence South 84 degrees 15 minutes East, a distance of 197.0 feet to an iron bar; thence South 0 degrees 45 minutes West, a distance of 224.15 feet to an iron bar on the North right of way line of the Southern Railroad; thence in a Northwesterly direction along the Northerly right of way line of the Southern Railroad, being a curve to the right a chord distance of 299.86 feet to the point of beginning.

Excepting the part of above premises, if any, conveyed to the Southern Traction Company of Illinois by Deed from James Sliment, a widow, dated March 16, 1908 and recorded in Book 396 on page 6, described as follows:

A strip of ground 100 feet in width across the Easterly corner of the Southeast Quarter of Section 9, Township 1 North, Range 9 West, the centerline of which is parallel to and 50 feet distant from the Northerly right of way line of the Illinois Central (Belleville Southern) Railroad and extending across said East half of said Quarter, a distance of 1322 feet.

The Deed above referenced to in Book 1206 on page 167 is as follows:

Commencing at a monument in the Northwest corner of Lot 2, Northeast Quarter Section, Section 9, Township 1 North, Range 9 West of the Third Principal Meridian; thence South 33 degrees and 30 minutes West 181 feet to a monument; thence South 29 degrees 42 minutes West 94 feet, to a market on the North right of way line of the Southern Railroad, thence South 50 degrees 25 minutes East 268 feet to a monument being the point of beginning; thence North 30 degrees East 200 feet to a monument; thence South 60 degrees West 200 feet to a monument; thence along the Northern right of way line of the Southern Railroad a 610 foot radius Northwesterly to the point of beginning, 136 feet.

Situated in the County of St Clair and the State of Illinois.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-401-006

Owner: OUR LADY OF THE SNOWS FOUNDATION, INCORPORATED

Legal Description:

Part of the Northeast Quarter of the Southeast Fractional Quarter Section 4, Township One (1) North, Range Nine (9) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing the survey thereof at the concrete monument which marks the Southeast corner of said Northeast Quarter of the Southeast Fractional Quarter of Section 4; thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter Section, a distance of Two Hundred Forty-three and three-tenths (243.3) feet to a point in the centerline of a Twenty (20) foot wide private roadway; thence South 88 degrees 8' West, along the center line of said private roadway, a distance of Three Hundred Fifty-one (351) feet to the point of beginning of the tract hereby conveyed; thence Due North, parallel to the East line of said Fractional Quarter-Quarter Section, Six Hundred Twenty-six and thirteen-hundredths (626.13) feet to a point; thence South 88 degrees 8' West, a distance of Four Hundred Seventeen and forty-two hundredths (417.42) feet to a point; thence due South, parallel to the East line of said Fractional Quarter-Quarter Section, a distance of Six Hundred Twenty-six and thirteen hundredths (623.13) feet to a point; thence North 88 degrees 8' East, a distance of Four Hundred Seventeen and forty-two hundredths (417.42) feet to the point of beginning of the tract hereby conveyed and containing six acres, more or less.

Parcel No.: 07-04.0-401-012

Owner: REVEREND OBLATE FATHERS, INC., NOW KNOWN AS MISSIONARY OBLATES OF MARY IMMACULATE

Legal Description:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North, Range Nine (9) West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section Four (4); thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section, a distance of Thirty-four and fifty-nine hundredths (34.59) feet to a point; running thence South 88 degrees 08' West along a line a distance of Four Hundred Forty-two and forty-seven hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-five (225.0) feet to a point; running thence South 88 degrees 08' West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-three and seventy-one hundredths (433.71) feet to a point; running thence North 88 degrees 08' East, a distance of Two Hundred (200.0) feet to a point; running thence South a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres, more or less.

Parcel No.: 07-09.0-201-005

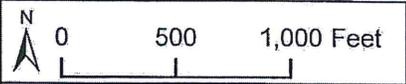
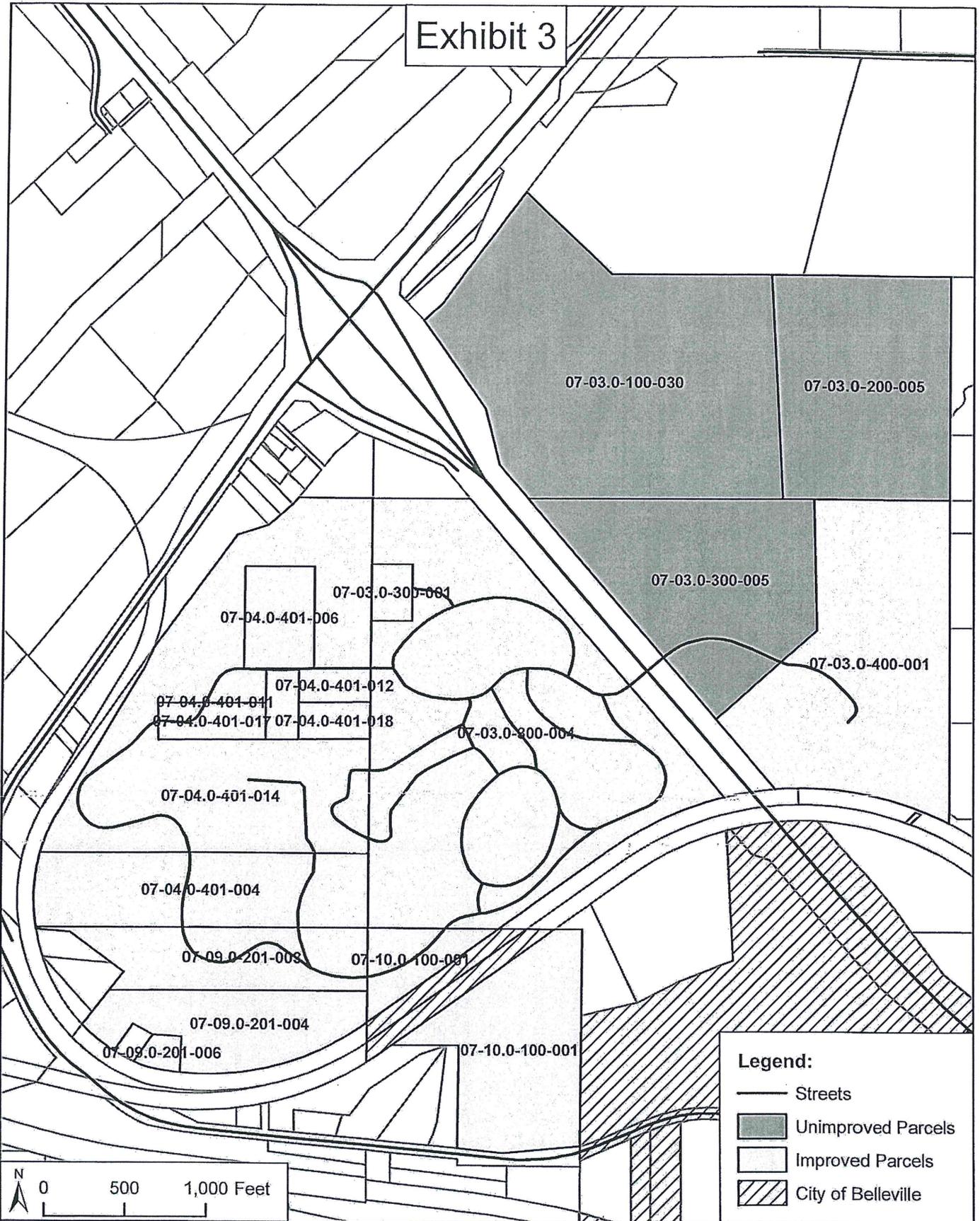
Owner: OBLATE REAL ESTATE TRUST

Legal Description:

Part of Lot 2 in the Northeast Fractional Quarter of Section 9, in Township 1 North, Range 9 West of the Third Principal Meridian, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 395, more particularly described as follows:

Commencing at a monument in the Northwest corner of Lot 2, Northeast Fractional Quarter of Section 9 West of the Third Principal Meridian, thence South 33 degrees 30 minutes West, 94 feet to a marker on the North right of way line of the Southern Railroad, thence South 50 degrees 25 minutes East, 268 feet to a monument being the point of beginning, thence North 30 degrees East, 200 feet to a monument; thence South 60 degrees East, 135 feet to a pipe, thence South 30 degrees West, 200 feet to a monument, thence along the Northern right of way line of the Southern Railroad of a 610 feet radius, Northwesterly to the point of beginning.

Exhibit 3



DISCLAIMER: The City of Belleville, Illinois (City) provides this product is for general informational purposes only and same is not suitable for legal, engineering or surveying purposes. The City makes no warranty of any kind concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of this information. The City assumes no liability whatsoever for damages allegedly arising from the use of this product. For additional, information, please contact the City Economic, Planning and Zoning Department at (618) 233-6810.

AGREEMENT FOR TECHNICAL SERVICES AND ASSISTANCE
BETWEEN
THE CITY OF BELLEVILLE, ILLINOIS
AND
ECONOMIC DEVELOPMENT RESOURCES, L.L.C.

THIS AGREEMENT, entered into this ____ day of _____, 2014 by and between the City of Belleville, Illinois, hereinafter referred to as the "City" and Economic Development Resources, L.L.C., hereinafter referred to as "EDR".

WHEREAS, the City has need of assistance in review and analysis of an area north and east of the intersection of Demazenod Dr. and State Route 15 as this review and analysis pertains to the establishment of a "redevelopment project area" (a "TIF Area") as defined in the "Tax Increment Allocation Redevelopment Act" (the "Act"), and the establishment of a "business district" (a "Business District") as defined in the Business District Development and Redevelopment Law (the "Law"); and,

WHEREAS, the City has need of assistance in expanding its current Enterprise Zone (EZ) to include such an area of the City; and,

WHEREAS, EDR is duly experienced in providing such assistance,

NOW, THEREFORE, the City and EDR, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES

TASK A: Determination of Eligibility for Tax Increment Financing

This Task will provide the City the information it needs in order to determine whether or not to proceed to complete a Tax Increment Financing Redevelopment Plan (the "TIF Plan").

1. Determination of Area of Study
 - a) The City and EDR will meet in order to determine the portion of the City that the City wishes to have reviewed as to its eligibility as a "redevelopment project area" (the "TIF Area"). EDR will provide guidance to the City in its determination of the portion of the community to be reviewed.
2. Determination of Eligibility
 - a) EDR will complete the requisite fieldwork, analysis of City and County plans, and review of other plans and documents necessary to determine whether all or part of the properties identified in 1., above, meet the qualifying factors to be eligible as a TIF Area.

- b) EDR will use the definitions found in the Act in making its determination of the eligibility of individual properties and the area as a whole.
 - c) The City will make available its engineer, legal counsel, and other similar professionals and their respective work (e.g. maps, statistical analyses, et. al.), as may be required by EDR in its work on this Determination of Eligibility.
 - d) EDR will complete its analysis, demonstrating EDR's conclusions regarding the eligibility of the properties identified in 1., above, the manner in which the properties, and area, have been determined to be eligible for tax increment financing, and provide its analysis to the City.
- 3. Presentation to the Economic Development and Annexation Committee
 - a) The EDR will present its analysis of eligibility to the Committee.
 - 4. Presentation to the City Council
 - a) The EDR will present its analysis of eligibility to the Council.

TASK B: TIF Plan and Process

Should the City Council determine to proceed, EDR will prepare the TIF Plan for TIF Area.

This Plan and Process will include:

- 1. The TIF Plan
 - a) Text for TIF Plan
 - i. Documentation necessary to demonstrate that real property proposed to be made a TIF Area meets the qualifying factors to be eligible for tax increment financing;
 - ii. Plan objectives;
 - iii. Land use for the TIF Area;
 - iv. Description of private projects and public activities proposed within the Area;
 - v. Implementation strategy;
 - vi. Estimated costs of the various projects and activities proposed;
 - vii. Projection of equalized assessed values;
 - viii. Estimated budget necessary to implement the various projects and activities;
 - ix. Assessment of impact on various taxing districts;

- b) The City will make available its engineer, legal counsel, and other similar professionals and their respective work (e.g. maps, legal descriptions, et. al.), as may be required by EDR in its work on the creation of the TIF Plan.
- c) Exhibits for TIF Plan
 - i. Boundary Map;
 - ii. General Land Use Plan;
 - iii. Other maps or plans depicting the activities proposed to occur in the Area, as required.
 - iv. Following inclusion of all Exhibits, EDR will provide the TIF Plan to the City.

The City will provide a legal description of the Area for use in the Plan.

2. The TIF Process

- a) Presentation to the Economic Development and Annexation Committee
 - i. The EDR will present the TIF Plan to the Committee.
- b) Presentation to the City Council
 - i. The EDR will present the TIF Plan to the Council.
- c) Distribution and Notification Procedures

EDR will provide guidance to the City in the formal approval procedure of the TIF Plan. This will include:

- i. Assistance in the creation of an interested parties registry or registries;
- ii. Preparation of the Request for Proposals;
- iii. Assistance in the distribution of the Plan;
- iv. Assistance in sending the notices to the affected taxing jurisdictions, residents within 750 feet of the exterior boundary of the TIF Area and to the affected property owners of record.

The City will provide the addresses and names of affected property owners, residents in proximity and taxing districts, and make the required notifications, distributions and mailings from its offices.

- d) Joint Review Board
 - i. EDR will attend and conduct the meeting of the Joint Review Board.
- e) Public Hearing
 - i. EDR will attend and conduct the Public Hearing.

- f) City Approval
 - i. EDR will attend the City's meetings concerning presentation and passage of the Ordinances approving the TIF Plan, designating the TIF Area and adopting tax increment financing in such Area.

TASK C: Determination of Eligibility for Designation as a Business District

This Task will provide the City the information it needs in order to determine whether or not to proceed to complete a Business District Plan (the "BD Plan").

1. Determination of Area of Study
 - a) The City and EDR will meet in order to determine the portion of the City that the City wishes to have reviewed as to its eligibility as a Business District. EDR will provide guidance to the City in its determination of the portion of the community to be reviewed.
2. Determination of Eligibility
 - a) The City will make available its staff, engineer, legal counsel, and other similar professionals and their respective work (e.g. maps, GIS data, plans, et. al.), as may be required by EDR in its work on the Determination of Eligibility.
 - b) EDR will complete the requisite fieldwork, analysis of City and County plans, and review of other plans and documents necessary to determine if the area constitutes a "blighted area".
 - c) EDR will use the factors and definitions found in the Law in making its determination.
 - d) EDR will complete its analysis, demonstrating EDR's conclusions regarding the eligibility of the properties identified in 1., above, the manner in which the properties, and area, have been determined to be eligible as a "blighted area" and provide its analysis to the City.
3. Presentation to the Economic Development and Annexation Committee
 - a) The EDR will present its analysis of eligibility to the Committee.
4. Presentation to the City Council
 - a) The EDR will present its analysis of eligibility to the Council.

TASK D: Business District Plan and Process

Should the City determine to proceed, EDR will prepare the Business District Plan.

This Plan and Process will include:

1. Meetings and Consultation

- a) EDR will meet with representatives of the City in order to review the Business District, and identify the projects and activities that the City wishes to accomplish within the District.
- b) EDR will confer with the City, and other public and private representatives as appropriate, in order to identify how such projects and activities will be funded, the type and term of any obligations to be issued to fund the projects, and the type, rate and length of any new tax to be imposed within the area.

2. Business District Plan

- a) EDR will develop the Business District Plan.

The Plan will include:

- i. The specific documentation necessary to demonstrate that the area proposed to be made a Business District meets the qualifying factors to be eligible as a "blighted area" under the Law;
- ii. Specific description, and map, of the boundaries;
- iii. A general description of each project and activity proposed;
- iv. Estimated costs for each project and activity;
- v. Anticipated sources of funds to pay for such costs;
- vi. Anticipated type and term on any obligations to be issued;
- vii. Rate of any tax to be imposed and length of time of the tax's imposition.
- viii. Following inclusion of all the above materials, EDR will provide the Business District Plan to the City.

The City will provide the legal description of the Business District

3. Presentation to the Economic Development and Annexation Committee

- a) The EDR will present the Business District Plan to the Committee.

4. Presentation to the City Council

- a) The EDR will present the Business District Plan to the Council.

5. Distribution, Notification and Determination

EDR will provide guidance to the City in the formal approval procedure of the Business District Plan. This will include:

- a) Assistance in the creation, distribution and publication of notices for the public hearings.

The City will provide the addresses and names of affected property owners, and make the required notifications, distributions and mailings from its offices.

- b) Provision of draft ordinances establishing the Business District for the City's review.
 - c) Determination of each address in the business District so that such information can be provided, by the City, to the Department of Revenue.
6. Public Hearing
- a) EDR will attend and conduct the required public hearing.
7. City Approval
- a) EDR will attend the City's meetings concerning presentation and passage of the Ordinances proposing the approval of a business district plan and designation of a business district, and imposition of a business district tax.
8. Address Verification
- a) EDR will work with the City to verify or clarify addresses, if any, as may be requested by the Department of Revenue.

TASK E: Enterprise Zone Expansion

1. Application Requirements
- EDR will assist the City in satisfying the application requirements as outlined in the "Illinois Enterprise Zone Program, Application to Add Territory". For the area to be added to the Enterprise Zone, EDR will;
- a) Gather all information necessary to complete the Application.
 - b) Complete the Application and provide the Application to the City.
2. Presentation to the Economic Development and Annexation Committee
- a) The EDR will present the Application to the Committee.
3. Presentation to the City Council
- a) The EDR will present the Application to the Council.
4. Public Process
- a) EDR will attend and conduct the Public Hearing.
 - b) EDR will work with the City to ensure that the completed Application, and applicable Ordinances, are provided to the Illinois Department of Commerce and Economic Opportunity, as well as the Illinois Department of Agriculture.

SECTION 2. FEES AND TIMING

The fee for the above work for is \$70,000 plus actual out of pocket costs incurred by EDR. Payment of the fee will be made in accordance with the following schedule:

Upon signing of the Agreement.....	\$5,000
Upon provision of the analysis of eligibility in Task A.....	\$15,000
Upon provision of the TIF Plan in Task B.....	\$15,000
Upon provision of the analysis of eligibility in Task C.....	\$15,000
Upon provision of the Business District Plan in Task D.....	\$15,000
Upon provision of the application in Task E.....	\$5,000

EDR anticipates that all Tasks can be completed within five months of execution of the Agreement. Note that timing of identified meetings and hearings is not directly determined by either the City or EDR; they are set at specific times as determined state statute.

Actual out of pocket costs shall consist of actual costs incurred by EDR for printing, mileage, photographic work, production, delivery charges, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses will be billed monthly to the City at their direct and actual cost to EDR.

Payment of the current fee and reimbursable expenses will be made to EDR within 30 days of the receipt of the invoice concerning these items. Unpaid invoices will accrue interest of 1.5% per month until paid.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2014.

ATTEST:

CITY OF BELLEVILLE, ILLINOIS

Honorable Mark Eckert
Mayor

ATTEST:

ECONOMIC DEVELOPMENT RESOURCES L.L.C.



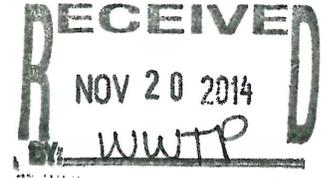
Eugene Norber
President

Invoice



METRO-AG, INC
 Residuals & Bio-Solids Management
 PO BOX 231
 Breese, IL 62230

Date	Invoice #
10/31/2014	627



Bill To

Belleville Waste Water Plant
 450 Environmental Drive
 Belleville, IL 62220

Phone: 618-526-2341
 Fax: 618-526-2351

P.O. No.	Terms
Contract E04-120643	Due on receipt

Item	Quantity	Description	Rate	Amount
CUBIC YARDS H...	1,660	9/23/14 - 10/29/14 TOTAL CUBIC YARDS HAULED AND LAND APPLIED 1,660 additional cubic yards over 9,400 cubic yards on contract This amount was agreed upon by Brian Kramer of Metro-Ag, Royce Carlisle, and the Engineer per their conversation on 11/19/14.	30.00	49,800.00
<u>WE APPRECIATE YOUR BUSINESS!!</u>			Total	\$49,800.00

Memorandum

DATE: DECEMBER 8, 2014

TO: Dallas Cook, City Clerk

FROM: Jamie Maitret, Dir. of Finance

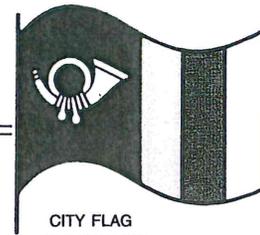
RE: Agenda

Chairman Silsby on behalf of the Finance Committee is prepared to make the following motions at the City Council meeting on December 15, 2014.

- Motion to approve the 2014 Tax Levy.**
- Motion to approve the budget amendments as recommended by the Finance Director.**

CITY OF BELLEVILLE, ILLINOIS

101 SOUTH ILLINOIS ST.
BELLEVILLE, ILLINOIS 62220-2105
(618) 233-6810
FAX (618) 233-6779



CITY FLAG
DESIGNED BY
FREDRICK L. LANGE
JULY 6th 1964



DATE: December 4, 2014
TO: All City of Belleville Elected Officials
FROM: Jamie Maitret, Finance Director *JM*
RE: Proposed 2014 Tax Levy

Attached please find a copy of the proposed 2014 tax levy. These figures have been discussed and preliminarily agreed to among City staff. As you can see, the main reason for the slight overall increase in the tax levy request is the amount requested for the Fire Pension contribution. This request, as well as the Police Pension contribution request, is the amount actuarially determined by an independent firm (Tepfer Consulting Group) that is needed based on statute requirements to fund the pensions for the current year. Both Pension Boards have requested that these amounts be placed on the tax levy.

This tax levy will be open for further discussion at the regular Finance Committee meeting on Monday, December 8, 2014 at 7pm in the City Council Chambers. An ordinance accepting a tax levy will need to be approved at the regular City Council meeting on Monday, December 15, 2014.

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

TAX YEAR 2014 PROPOSED LEVY

Estimated EAV 2014	Fund	2013 Levy Extension	2014 Levy Request	Estimated New Rate	Estimated Old Rate	Estimated Inc/(Dec)
399,748,871						
	I.M.R.F.	1,300,706	1,325,000	0.3315	0.3205	0.0110
	Tort Liability	650,556	700,000	0.1751	0.1603	0.0148
	Health Insurance	315,335	310,000	0.0775	0.0777	-0.0002
	Firemens Pension	2,200,039	2,435,763	0.6093	0.5421	0.0672
	Police Pension	2,301,092	2,028,342	0.5074	0.5670	-0.0596
	Playground	370,123	370,000	0.0926	0.0912	0.0014
	Library	1,210,204	1,210,000	0.3027	0.2982	0.0045
		8,348,055	8,379,105	2.0961	2.0570	0.0391
	Change in levy request from PY extension		0.3719%			

Based on talks with the staff at the St. Clair County Courthouse, we are slightly reducing (1.50%) our estimate of City EAV from the actual EAV from last year.

Estimated EAV 2014						
8,185,000	Special Service Area III		35,000	0.4276	0.4381	-0.0105
	Special Service Area Bonds		100,659	1.2298	1.225	0.0048
				1.6574	1.6631	-0.0057

TAX LEVY INCREASE ON AVERAGE HOME

Calculation of Tax
on a 100,000 Home

2014 Tax Levy

	Old Rate		Estimated New Rate		Dollar Increase
I.M.R.F.	106.83	0.3205	110.50	0.3315	
Tort Liability	53.43	0.1603	58.37	0.1751	
Health Insurance	25.90	0.0777	25.83	0.0775	
Firemen's Pension	180.70	0.5421	203.10	0.6093	
Police Pension	189.00	0.5670	169.13	0.5074	
Playground & Rec	30.40	0.0912	30.87	0.0926	
Library	99.40	0.2982	100.90	0.3027	
	<u>685.67</u>	<u>2.0570</u>	<u>698.70</u>	<u>2.0961</u>	13.03 1.9008%

Calculation of Tax
on a 150,000 Home

	Old Rate		Estimated New Rate		Dollar Increase
I.M.R.F.	160.25	0.3205	165.75	0.3315	
Tort Liability	80.15	0.1603	87.55	0.1751	
Health Insurance	38.85	0.0777	38.75	0.0775	
Firemen's Pension	271.05	0.5421	304.65	0.6093	
Police Pension	283.50	0.5670	253.70	0.5074	
Playground & Rec	45.60	0.0912	46.30	0.0926	
Library	149.10	0.2982	151.35	0.3027	
	<u>1,028.50</u>	<u>2.0570</u>	<u>1,048.05</u>	<u>2.0961</u>	19.55 1.9008%

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Grass Cutting

DATE: 11/24/14

TIME: 10:00am

PLACE: Clerk's Conference Room

WITNESSES:

[Signature]
CITY CLERK'S OFFICE

[Signature]
PURCHASING OFFICE

[Signature]
DEPARTMENT HEAD'S OFFICE

[Signature]
OTHER

VENDORS PRESENT:

[Signature]
NAME

Lillis Lawns & Landscaping
COMPANY

[Signature]
NAME

Lillis Lawns & Landscaping
COMPANY

[Signature]
NAME

Grass Roots Lawn Care
COMPANY

[Signature]
NAME

Grass Roots Lawn Care
COMPANY

NAME

COMPANY

NAME

COMPANY

BID OPENING NOTES:

Lillis Lawns & Landscaping

See Attached

Grass Roots Lawn Care

PROPOSAL OFFER

"AS-NEEDED" LOTS:	2015	2016	2017
Grass Mowing (regular)	\$ <u>35⁰⁰</u> /hour	\$ <u>37⁵⁰</u> /hour	\$ <u>40⁻</u> /hour
Grass Mowing (tractor)	\$ <u>35⁰⁰</u> /hour	\$ <u>37⁵⁰</u> /hour	\$ <u>40⁻</u> /hour

"BI-MONTHLY" LOTS:

City Owned Lots	\$ <u>5.00</u> /cut	\$ <u>7.50</u> /cut	\$ <u>10.00</u> /cut
Vacant Lots/Condemned Properties	\$ <u>24.00</u> /cut	\$ <u>25.00</u> /cut	\$ <u>26.00</u> /cut

"MONTHLY" AREAS:

Large Areas (detention basins)	\$ <u>100</u> /cut	\$ <u>110</u> /cut	\$ <u>115</u> /cut
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GRASS ROOTS LAND CARE
COMPANY NAME

3.2 *Payment Terms.*

Invoice paid upon receipt of service Net 30 days.

3.3 *Award.*

Award will be made on "all or none" basis.

3.4 *Award Qualifications.*

Award will be made to the Contractor who, is regularly established in the business of mowing grass, who have demonstrated the ability to perform the required service in an acceptable manner, price not withstanding and the most advantageous to the City of Belleville.

3.5 *Default to Constitute Breach.*

A delivery of nonconforming goods or a default of any nature under this RFP will impair the value of the whole agreement and constitutes a total breach of the

agreement as a whole. If the vendor can not cure default in service within 5 business days the City may cancel the contract in its entirety.

The bidder agrees to bear all risk of loss of goods and material should it fail to deliver service as contacted.

3.6 Certifications.

In the event only one proposal is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

Bidder certifies it is a: proprietorship _____, partnership _____; corporation

Federal Tax ID No. 04-3627028 Illinois Use Tax No. _____

City of Belleville Tax No. _____ Illinois Sales Tax No. _____

Bidder certifies that he/she has read, understands, and will fully and faithfully comply with this request for quote, its attachments and any reference documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Company's Legal Name: GRASS ROOTS LAW CARE, INC

Address: 6950 TRIPLE LAKES LN

City, State, Zip: MILLSTADT IL 62260

Telephone: 618-567-6688

Fax Number: -NONE

Authorized Signature: Steve Stump

Printed Name and Title: STEVE STERMAN PRES.

agreement as a whole. If the vendor can not cure default in service within 5 business days the City may cancel the contract in its entirety.

The bidder agrees to bear all risk of loss of goods and material should it fail to deliver service as contacted.

3.6 Certifications.

In the event only one proposal is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

Bidder certifies it is a: proprietorship _____, partnership _____; corporation

Federal Tax ID No. 20-1376246 Illinois Use Tax No. N/A

City of Belleville Tax No. N/A Illinois Sales Tax No. N/A

Bidder certifies that he/she has read, understands, and will fully and faithfully comply with this request for quote, its attachments and any reference documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Company's Legal Name: Lillis Lawns & Landscaping, INC.

Address: 8710 Old St Louis Rd

City, State, Zip: Belleville, IL 62223

Telephone: 618-538-5949 (618) 779-8482

Fax Number: 618-538-5949

Authorized Signature: Donald V Lillis Deborah Lillis

Printed Name and Title: President Donald V Lillis
Partner Deborah Lillis

PROPOSAL OFFER

"AS-NEEDED" LOTS:	2015	2016	2017
Grass Mowing (regular)	\$ <u>55</u> /hour	\$ <u>55</u> /hour	\$ <u>55</u> /hour
Grass Mowing (tractor)	\$ <u>75</u> /hour	\$ <u>75</u> /hour	\$ <u>75</u> /hour

"BI-MONTHLY" LOTS:

City Owned Lots	\$ <u>55</u> /cut	\$ <u>55</u> /cut	\$ <u>55</u> /cut
Vacant Lots/Condemned Properties	\$ <u>55</u> /cut	\$ <u>55</u> /cut	\$ <u>55</u> /cut

"MONTHLY" AREAS:

Large Areas (detention basins)	\$ <u>110.00</u> /cut	\$ <u>110.00</u> /cut	\$ <u>110.00</u> /cut
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Lillis Lawns & Landscaping, Inc.
COMPANY NAME

3.2 Payment Terms.

Invoice paid upon receipt of service Net 30 days.

3.3 Award.

Award will be made on "all or none" basis.

3.4 Award Qualifications.

Award will be made to the Contractor who, is regularly established in the business of mowing grass, who have demonstrated the ability to perform the required service in an acceptable manner, price notwithstanding and the most advantageous to the City of Belleville.

3.5 Default to Constitute Breach.

A delivery of nonconforming goods or a default of any nature under this RFP will impair the value of the whole agreement and constitutes a total breach of the

GEOTECHNICAL

ENVIRONMENTAL

CONSTRUCTION
MATERIAL
TESTING

CULTURAL
RESOURCES

NATURAL
RESOURCES

September 23, 2014

Mr. Tim Gregowicz
City of Belleville
101 South Illinois Street
Belleville, Illinois 62220

RE: Geotechnical Services Proposal (Supplemental Mine)
Future Belleville Police Station
Belleville, Illinois
QTE No. 14-0554-G

Dear Mr. Gregowicz:

INTRODUCTION

As you requested, we prepared this proposal to conduct a limited subsurface exploration for the referenced project. The purpose of our study will be to explore the subsurface conditions for the presence of underground coal mines.

The project is located in Belleville, Illinois. The most current mine map from the Illinois Department of Natural Resources (IDNR) and the Illinois State Geological Survey (ISGS) has also been provided for your review (enclosed). As you will note, the site does appear to be undermined, and it is surrounded by areas known to be prevalent for mining. ISGS map disclaimers state that features could be offset by as much as 500 to 1,000 feet.

SCOPE OF SERVICES

Field Exploration

To explore actual site conditions, we propose to advance **three (3)** test borings at selected locations. Three borings are typically performed to increase the chances of hitting a void, if they are present. We propose to advance each boring to a depth of 150 feet. Test borings will be located with respect to existing topographic and site features. Test hole elevations can be interpolated from the most accurate topographic plan available when our report is issued, but we recommend the project surveyor be retained to provide more accurate locations and elevations.

Analysis and Report

Our engineering staff will analyze the results of our field exploration testing. Our findings, along with drilling logs, will be presented after drilling.

This scope is considered limited on the fact that no coring or sampling will be done of the bedrock or clay layer beneath a void if it is found. It should be considered graphical informational only.



AASHTO Accredited

CORPORATE OFFICE:
REGIONAL OFFICE:

803 WEST STATE STREET, O'FALLON, IL 62269
206 SOUTH LINN AVENUE, WENTZVILLE, MO 63385

PHONE: 618-632-9900
PHONE: 636-332-1153

FAX: 618-632-9922
FAX: 636-332-5781

WWW.QTEINC.COM

FEE AND SCHEDULE

We will perform the limited geotechnical exploration with three holes to 150 feet for the project as outlined above for a lump-sum fee of **\$18,900.00**. If only one hole is desired, we can reduce the scope fee to **\$8,200.00**. If additional drilling footage is requested from us prior to us demobilizing from the site, it will be invoiced at \$32.00/foot. We anticipate drilling the site, weather permitting, seven to ten days after receiving authorization to proceed. Verbal recommendations can be provided shortly thereafter with the final report issued two to three weeks subsequent to the completion of field work. Authorization consists of completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

If we are selected to perform the mine exploration for the project, additional services on our part should be anticipated following the completion of the letter report. These services might involve meetings to discuss the content and recommendations provided in the report, review of project plans and specifications to assess the application of recommendations provided, and field services during construction. Our specific involvement in these phases of the project cannot be estimated at this time. Normally, our charges would be on an hourly basis for these services, but lump-sum costs could be provided if our involvement can be specifically defined. The General Terms and Conditions the enclosed *Acceptance of Proposal for Professional Services* sheet will also apply to additional services we provide for this project.

This proposal does not include environmental services. It can be issued under separate cover. It is prudent to perform an environmental assessment prior to acquiring or developing a site to evaluate any risks of environmental impairment of the property. Please formally contact our office if environmental services are desired.

AUTHORIZATION

Please provide formal authorization for the project by completing, signing and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. The sheet provides important information regarding report distribution and invoicing, and describes the General Terms and Conditions for our services. Please note that our payment terms are due "upon receipt" and that an interest charge of 1½ percent per month will be applied to unpaid balances over 30 days. Should your company's regular accounts payable process not be conducive to payment within these terms please indicate, in writing, what your payment policy is, and we will make every attempt to invoice according to your system. Unless notified otherwise, we will assume that you understand our policy and plan to pay your account within our terms.

If you have any questions or wish to revise the scope of this proposal, please call.

Respectfully submitted,

QUALITY TESTING AND ENGINEERING, INC.


Michael A. Widman, P.E.
President

MAW/hm

Enclosure

Acceptance of Proposal for Professional Services
Mine Map



ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Future Belleville Police Station (Supplemental Mine)
 Project Location: Belleville, Illinois
 Project No. 14-0554-G
 Proposal Date: September 23, 2014
 Fee: Lump-Sum Fee \$18,900.00 (3 Holes) or \$8,200.00 (1 Hole) /
If additional footing is needed to reach the void, it will be invoiced at \$32.00/ft.

Submit Invoice to:

Name: _____
 Address: _____
 Attention: _____ E-Mail: _____
 Telephone No: _____ Fax: _____

Please provide names of other firms who may provide project information to us.

	Contact Person	Telephone No.
Architect	_____	_____
Structural Engineer	_____	_____
Civil Engineer/Surveyor	_____	_____

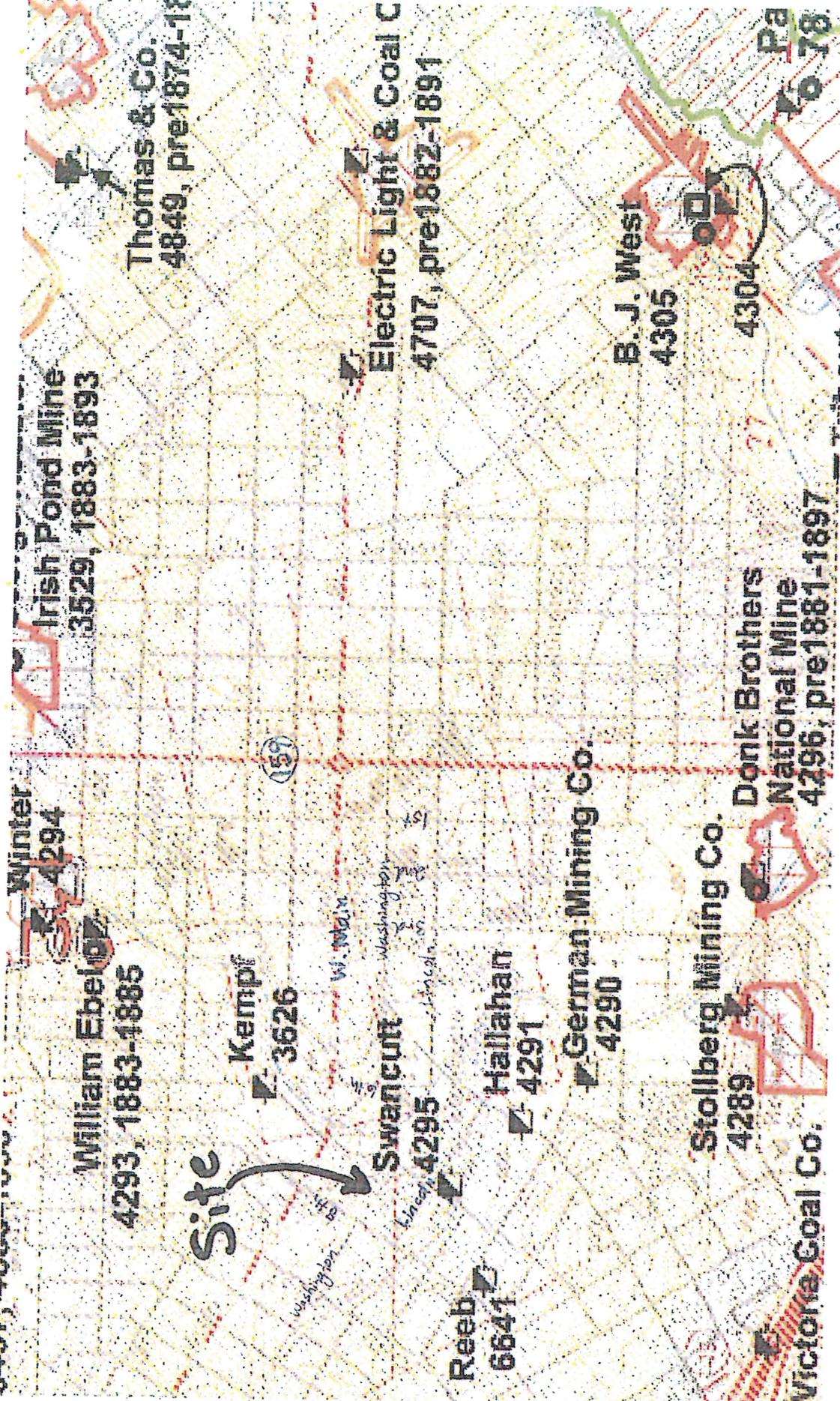
Report Distribution:

Company Name:	Address	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

Terms: Net due upon receipt.
 Interest will be charged at a rate of 1½ percent per month after thirty (30) days.
 In signing this proposal, the client accepts the General Terms and Conditions printed on the reverse side.

Proposal Accepted By:

Signature: _____
 Printed Name: _____ Title: _____
 Company: _____ Date: _____



Winter
K 4294
Irish Pond Mine
3529, 1883-1893

Thomas & Co.
4849, pre1874-18

William Ebel
4293, 1883-1885

Site

Kempf
3626

Swancutt
4295

Reeb
6641

Hallahan
4291

German Mining Co.
4290

Stollberg Mining Co.
4289

Donk Brothers
National Mine
4296, pre1881-1897

Electric Light & Coal C
4707, pre1882-1891

B. J. West
4305

4304

To Pa
To 78

Victoria Coal Co.

EAST ST LOUIS (IL) 31 12 AM
7 MI. TO ILL. 157

COOK, YSURSA, BARTHOLOMEW,
BRAUER & SHEVLIN, LTD.

Attorneys at Law

12 West Lincoln Street
Belleville, Illinois 62220-2085

Bruce N. Cook *
Bernard J. Ysursa
Joseph A. Bartholomew *
Mary Mansfield Brauer *
Gregory L. Shevlin *
Bruce R. Cook
Matthew A. Marison
Stephanie A. Brauer*

* Licensed in Illinois and Missouri

(618) 235-3500
Fax: (618) 235-7286

Of Counsel:

Hon. Stephen M. Kernan
Victor R. Cook

December 3, 2014

Mr. Mark Eckert, Mayor
City of Belleville
101 South Illinois Street
Belleville, Illinois 62220

Dear Mayor Eckert and City Council Members:

Event: 14th Annual Law Day 5K Run/walk & 1K Youty Fun Run
Date: May 2, 2015
Time: 9:00 a.m.
Place: North High & East A Sts., Downtown Belleville, IL
Host: St. Clair County Bar Association
Beneficiary: Land of Lincoln Legal Assistance Foundation

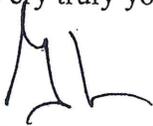
The 14th Annual St. Clair County Law Day 5K Run/Walk and 1K Youth Fun Run would like to be placed on the City Council docket for the next regularly scheduled Monday meeting. The 5K and 1K Course will be the same as last year. We would like to request the following assistance:

- 1) Same police protection as last year
- 2) Temporary Road Closure at North High & East A Streets
- 3) Temporary Road Closure at North Jackson & East A Streets
- 4) Same Street Department Assistance
- 5) Electricity from the power box at North high & East A Streets
- 6) No Parking Zone on High Street from East D to McKinley
- 7) No Parking Zone on Abend after 1:00 a.m., Saturday morning May 1st
- 8) No Parking Zone on East A Street from North Jackson to North High Street
- 9) No Parking after 1:00 a.m. on Municipal Parking Lot behind Lincoln Theatre on Saturday morning may 1st
- 10) Stop Lights turned to Flashing Red at North High and East Main Streets
- 11) Stop Lights turned to Flashing on Carlyle Avenue and East Main Intersection

Mr. Mark Eckert, Mayor
December 3, 2014
Page -2-

Thank you for your consideration. If you have any questions, please contact the race Directors,
Angie Baron (618) 806-2726 or Pam Gallagher (618) 520-9976.

Very truly yours,

A handwritten signature in black ink, appearing to read 'G. L. Shevlin', with a stylized flourish at the end.

Gregory L. Shevlin

GLS/rlg

cc: Dallas Cook

www.

Belleville Oktoberfest .com



PO BOX 7992 Belleville, IL 62222

December 2, 2014

City Hall
Attn: Mayor Eckert
101 S. Illinois Street
Belleville, IL 62220

Dear Mayor Eckert,

The Belleville Oktoberfest Committee is requesting approval from the City Council to have the 2015 Festival on the Belleville Public Square. The dates of the festival will be Friday September 18, 2015 and Saturday September 19, 2015 from 11am to 11pm both days.

We are asking to close the square on Thursday September 17, at 5:00 p.m. and re-open the highway September 20, 2015 at 12:00am.

Thank you for your consideration to this matter. Your prompt attention would be greatly appreciated.

Please feel free to call me with any questions.

Sincerely,

Cari E. Frick

Oktoberfest Chairman
Wk - 618-398-8560
Cell - 618-531-0982



Lisa Zamfir, Secretary
29 Southern Drive
Belleville, Illinois 62223
Phone: 618-972-1906
E-Mail: ogleswatch@gmail.com

November 25, 2014

Dallas Cook
City Clerk
101 S. Illinois St.
Belleville, IL 62220

Ogles Watch Neighborhood Association requests the approval of the Belleville City Council in hosting a 5K on Saturday, October 24, 2015. The 5K is to be held in the Ogles subdivision, starting and ending at St. Matthew United Methodist Church, 1200 Moreland Dr, Belleville, IL 62223. We anticipate the event to conclude by 11:00am at the latest.

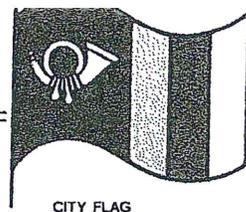
We have received the City of Belleville Fitness Event Organizer Guidelines and will abide by them.

Sincerely,

Lisa Zamfir
Ogles Watch Neighborhood Association Secretary

Enc: Fitness Event Organizer Guidelines
Course description
Map of sign and volunteer placement

CITY OF BELLEVILLE, ILLINOIS



CITY FLAG
DESIGNED BY
FREDRICK L. LANGE
JULY 6th 1964

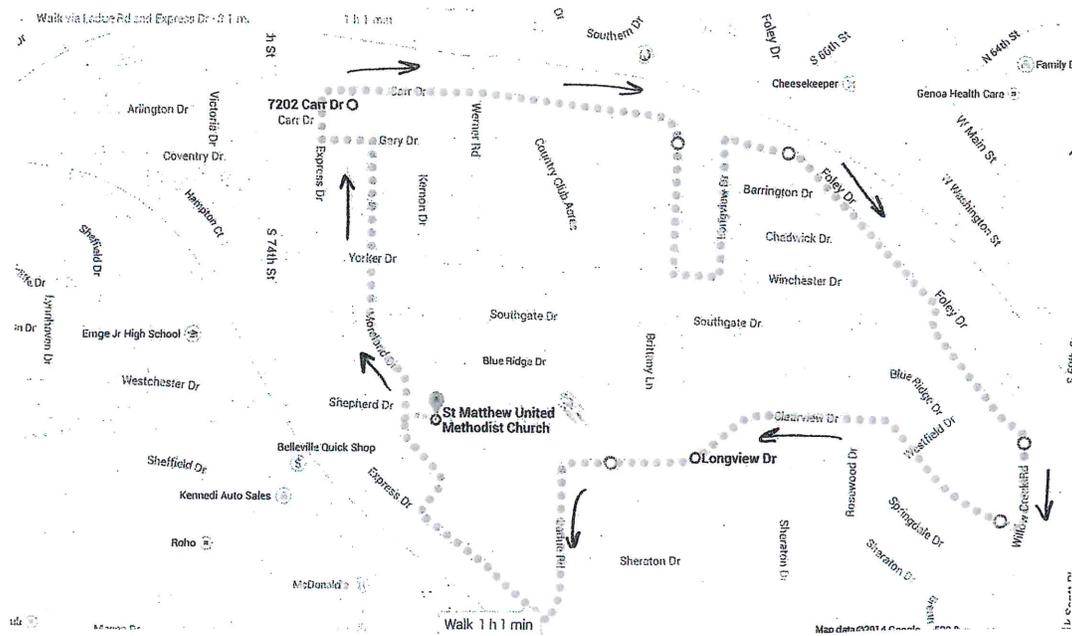


101 South Illinois Street
Belleville, Illinois 62220-2105
(618) 233-6810
Fax: (618) 234-2947

Fitness Event Organizer Guidelines City of Belleville

- Event Director must send letter to Dallas Cook, City Clerk, 101 S. Illinois St., Belleville, Il. 62220, including date, time, course and other pertinent detail.
- Event will receive letter of approval from council, if approved.
- The city has the right to decline an event. Reason for decline could be related to safety, dates already taken, too many races in same demographic area, etc.
- Event organizers are responsible for own course design; city staff may provide guidance.
- Event must pay for required city police officers.
 - The hourly rate for officers that volunteer to work the event is \$50.45 per officer with a 1 hour minimum.
 - If officers have to be ordered in to work the event and the event lasts less than 2 hours and 45 minutes the rate is a minimum 4 hours at the officers' wage.
 - If officers have to be ordered in to work and the event lasts longer than 2 hours and 45 minutes the rate is the officers' wage multiplied by 1.5.
 - Although it is not guaranteed, early notification (2 months) and posting of the event will help alleviate the need to order officers in to work the event.
- The City of Belleville Police Dept. has the right to determine how many police officers an event must utilize.
- The Event Director should contact Sgt. Craig Stafford of the Belleville Police Dept or the Traffic Division at least six weeks prior to event to discuss detail.
- The event must satisfy recommended minimum number of volunteers to ensure safe and quality event management.
- The event should have a minimum of two (2) volunteers at every course turn.

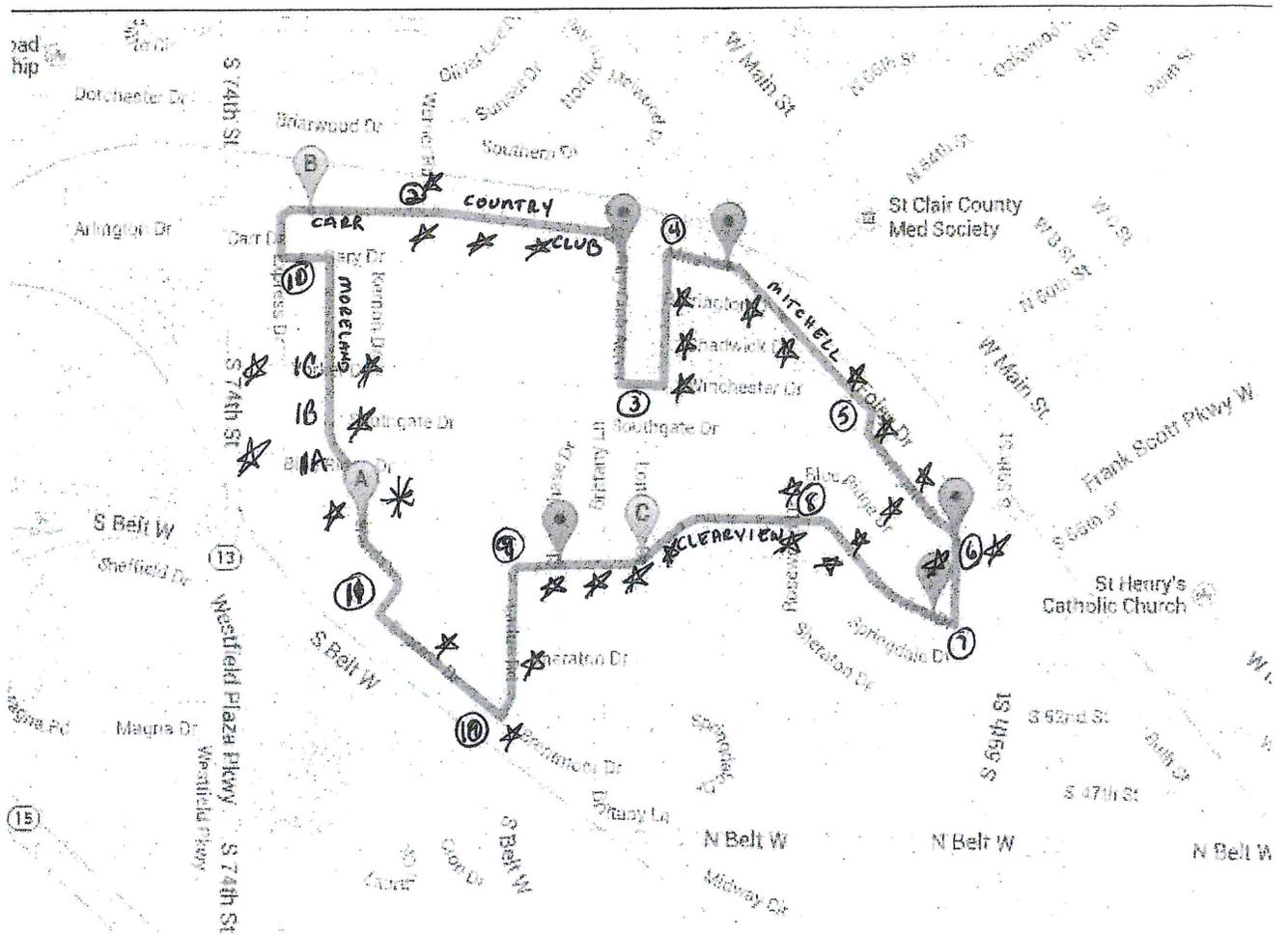
Course for Belleville West End 5K Ogre & Princess Run and Fun Walk October 24, 2015



Event Begins and Ends at St. Matthew United Methodist Church

1. Head north on Moreland Dr toward Shepherd Dr
2. Turn left onto Gary Dr
3. Turn right onto Express Dr
4. Express Dr turns right and becomes Carr Dr
5. Head east on Carr Dr toward Werner Rd
6. Continue onto Country Club Acres
7. Turn left to stay on Country Club Acres
8. Continue onto Winchester Dr
9. Turn left onto Longview Dr
10. Turn right onto Mitchell Ln
11. Turn right to stay on Mitchell Ln
12. Turn left onto Southgate Dr
13. Continue onto Willow Creek Rd
14. Turn right onto Clearview Dr
15. Head west on Clearview Dr toward Brittany Ln
16. Clearview Dr turns left and becomes Ladue Rd
17. Turn right onto Express Dr
18. Turn right onto Moreland Dr
19. The finish line will await you at St. Matthews!!!

Belleville West End Ogre & Princess 5K: Volunteer & Sign Placement



Notes:

"A" = St. Matthew UMC

1 - 11 = Volunteer placements

★ = Sign placements

RESOLUTION NO. 3207

A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2014, AND ENDING ON THE 30TH DAY OF APRIL, 2015.

WHEREAS, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2014 and ending April 30th, 2015; and,

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

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

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

Section 1. The annual budget is hereby amended by changing the amounts budgeted in accounts shown on Exhibit "A" attached hereto from the figure shown under the column titled "Original Budgeted Amount" to the figure shown under the column "Revised Budgeted Amount".

PASSED by 2/3 vote of the City Council of the City of Belleville, Illinois on the _____ day of _____, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Dorothy Meyer	_____	_____
Janet Schmidt	_____	_____
Gabby Rujawitz	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
Jim Davidson	_____	_____
Phillip Silsby	_____	_____
Joseph W. Hayden	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____

James Musgrove
Joe Orlet
Lillian Schneider

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day
of _____, 2014

MAYOR

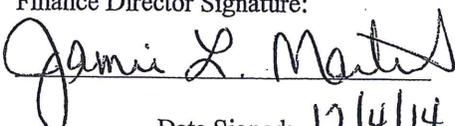
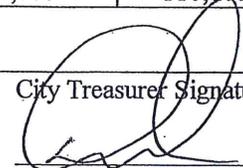
ATTEST:

CITY CLERK

REQUEST FOR LINE ITEM TRANSFER - BUDGET - 2014-2015

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
Clerk's Office	01-85-42100	Salaries-Regular	250,000	-2,500	247,500
	01-85-54900	Other Professional Services	5,300	+2,500	7,800
Motor Fuel Tax	13-00-89000	Other Improvements	370,000	-110,000	260,000
	13-00-61400	Maint-Supplies Street	350,000	+110,000	460,000

Reason for transfer: Budget Amendments are necessary due to proper allocation of expenses.

Department Head Signature: _____ Date Signed: _____	Finance Director Signature:  Date Signed: <u>12/4/14</u>	City Treasurer Signature:  Date Signed: <u>12/4/14</u>
-------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

Completed By:	J. Maitret	Date Completed:	12-1-14	Entered By:		Date Entered:	
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RESOLUTION NO. 3208

A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2014 AND ENDING ON THE 30TH DAY OF APRIL, 2015.

WHEREAS, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2014 and ending April 30th, 2015; and,

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

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

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

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

PASSED by 2/3 vote of the City Council of the City of Belleville, Illinois on the _____ day of _____, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Dorothy Meyer	_____	_____
Janet Schmidt	_____	_____
Gabby Rujawitz	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
Jim Davidson	_____	_____
Phillip Silsby	_____	_____
Joseph W. Hayden	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____

James Musgrove
Joe Orlet
Lillian Schneider

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day
of _____, 2014.

MAYOR

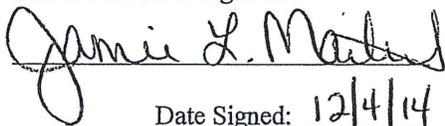
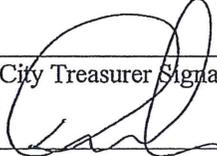
ATTEST:

CITY CLERK

REQUEST FOR SUPPLEMENTAL AMENDMENT - BUDGET - 2014-15

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
TIF #2	10-00-54900	Other Professional Services	11,000	+4,000	15,000
Fountain Fund	14-00-52900	Maint-Service Other	2,000	+2,000	4,000
TIF #16 Route 15 West	58-00-89000	Other Improvements	12,000	+14,400	26,400
LLE Block Grant	73-00-83000	Equipment	100,00	+10,000	110,000
TIF #17 East Main	75-00-89000	Other Improvements	125,000	+55,000	180,000
2014 Construction Fund	65-00-74000	Bond Issue Expense	0	+120,000	120,000
	65-00-82000	Buildings	0	+9880000	9,880,000

Reason for transfer: Amendments are based on new revenue or prior year fund balance.

Department Head Signature: <hr/> Date Signed: _____	Finance Director Signature:  Date Signed: 12/4/14	City Treasurer Signature:  Date Signed: 12/4/14
------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------

Completed By: J. Maitret	Date Completed: 12-1-14	Entered By:	Date Entered:
--------------------------	-------------------------	-------------	---------------

RESOLUTION NO. 3209

**A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
FOR PROPERTY TRANSFERS BETWEEN CITY OF BELLEVILLE, ILLINOIS
AND ST. CLAIR COUNTY PUBLIC BUILDING COMMISSION**

Whereas, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the intergovernmental cooperation provisions of the Illinois Constitution permit units public agencies to contractually cooperate in the exercise of powers and functions;

Whereas, Section 2 of the Illinois Local Government Property Transfer Act (50 ILCS 605/2) permits a municipality to transfer real property to another municipality upon such terms as their corporate authorities may agree;

Whereas, the St. Clair County Public Building Commission is a “public agency” within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a “municipality” within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

Whereas, the City of Belleville, Illinois is a “public agency” within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a “municipality” within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

Whereas, the St. Clair County Public Building Commission and the City of Belleville, Illinois desire to transfer certain properties as set forth in the Intergovernmental Agreement attached hereto as Exhibit A;

Now, therefore, be it resolved by the City Council of the City of Belleville, Illinois, as follows:

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute an Intergovernmental Agreement substantially in the form of Exhibit A attached and approved by the City Attorney, and take such actions necessary to consummate the property transfers required thereby.

Section 2. This Resolution shall be effective immediately upon its passage by the City Council and approval by the Mayor as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of December, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into on this _____ day of June, 2014, by and between the St. Clair County Public Building Commission (“Commission”) and the City of Belleville, Illinois (“City”).

RECITALS

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the intergovernmental cooperation provisions of the Illinois Constitution permit units public agencies to contractually cooperate in the exercise of powers and functions;

WHEREAS, Section 2 of the Illinois Local Government Property Transfer Act (50 ILCS 605/2) permits a municipality to transfer real property to another municipality upon such terms as their corporate authorities may agree;

WHEREAS, the Commission is a “public agency” within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a “municipality” within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the City is a “public agency” within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a “municipality” within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the Commission owns real estate, including real property and improvements, specifically identified as Parcel No. 08-28.0-204-011 located at West Harrison Street and 1st Street, Belleville, St. Clair County, Illinois, (hereinafter referred to as “Parcel A”), more fully described in Exhibit A attached.

WHEREAS, the Commission finds that Parcel A is unnecessary and inconvenient for its use and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property to the City under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and will all faults, for public use.

WHEREAS, the City declares that Parcel A is necessary and convenient for its use and that the best interests of its residents would be served by the transfer of all of the County’s right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and with all faults, for public use.

WHEREAS, the City owns real estate, including real property and improvements, specifically identified as Parcel Nos. 08-21.0-404-002, 08-21.0-404-003 located at North 5th Street, Belleville, St. Clair County, Illinois, (hereinafter referred to as “Parcel B”), more fully described in Exhibit B attached.

WHEREAS, the City finds that Parcel B is unnecessary and inconvenient for its use and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and with all faults, for public use.

WHEREAS, the Commission declares that Parcel B is necessary and convenient for its use and that the best interests of its residents would be served by the transfer of all of the City’s right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and with all faults, for public use.

WHEREAS, the City owns real estate, including real property and improvements, specifically identified as Parcel Nos. 08-21.0-431-008, 08-21.0-431-009, 08-21.0-431-017 and 08-21.0-431-018 located at West A. Street, Belleville, St. Clair County, Illinois, (hereinafter referred to as “Parcel C”), more fully described in Exhibit C attached.

WHEREAS, the City finds that Parcel C is unnecessary and inconvenient for its use and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and with all faults, for public use.

WHEREAS, the Commission declares that Parcel C is necessary and convenient for its use and that the best interests of its residents would be served by the transfer of all of the City’s right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and with all faults, for public use.

NOW, THEREFORE, pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the intergovernmental cooperation provisions of the Illinois Constitution and Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), the District and the City understand and agree as follows:

1. No later than ten (10) days after the date hereof, the Commission will convey and quitclaim Parcel A to the City, and the City will convey and quitclaim Parcel B and Parcel C to the Commission.
2. The Commission makes no warranty or representation, of any kind or nature, as to the condition of title to Parcel A or as to the physical condition or any improvement thereon, which the City accepts “as is” and with all faults. The City makes no warranty or representation, of any kind or nature, as to the condition of title to Parcel B and Parcel C or as to the physical condition or any improvement thereon, which the Commission accepts “as is” and with all faults.

3. The Commission hereby grants to the City all of the Commission's right of possession of the Parcel A and any improvement thereon, and the City assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold the Commission harmless and indemnified from any claim arising out of the condition thereof as of the date of conveyance. The City hereby grants to the Commission all of the City's right of possession of the Parcel B and Parcel C and any improvement thereon, and the Commission assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold the City harmless and indemnified from any claim arising out of the condition thereof as of the date of conveyance. No personal property is transferred hereunder.
4. The City further provides the Commission with exclusive use of the parking lot located on Area D.
5. The Commission and the City shall share equally all costs associated with the transfers contemplated hereunder, including but not limited to the cost of any commitment for title policy, the premium applicable to any title policy, survey charges, transfer taxes and escrow fees. However, each party will pay its own legal fees and expenses.
6. The City further agrees that it will convey all right and title to that portion of 5th Street needed for the jail expansion. In return for which the Commission will, at its sole expense, build a new section of 5th Street to replace the old 5th Street. Once said street is completed, it will be dedicated and taken over by the City. The City will not be responsible for any expenses and costs for the acquisition, construction and dedication of the new portion of 5th Street. The Commission shall not be required to compensate the City for the acquisition of any real estate owned by the City needed for the construction of the new section of 5th Street.
7. All representations, warranties, covenants and agreements herein will survive the closing date and will not merge in the deed or any other document executed and delivered in performance of this Agreement.
8. This Agreement contains all terms and conditions agreed upon, and there are no condition, representations, warranties, covenants, or agreements not contained in this Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by both parties.
9. This Intergovernmental Agreement shall become effective and binding upon its valid approval by the Commission and the City and full execution below.

The parties agree to the above terms by signing below.

St. Clair County Public Building Commission

City of Belleville, Illinois

By: _____

Richard Sauget
Chairman

By: _____

Mark Eckert
Mayor

Attest: _____

Vicky Boydte
Secretary

Attest: _____

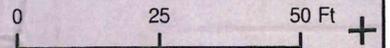
Dallas B. Cook
Clerk

EXHIBIT A

PARCEL A
08-28.0-204-011

S 1ST ST

W HARRISON ST

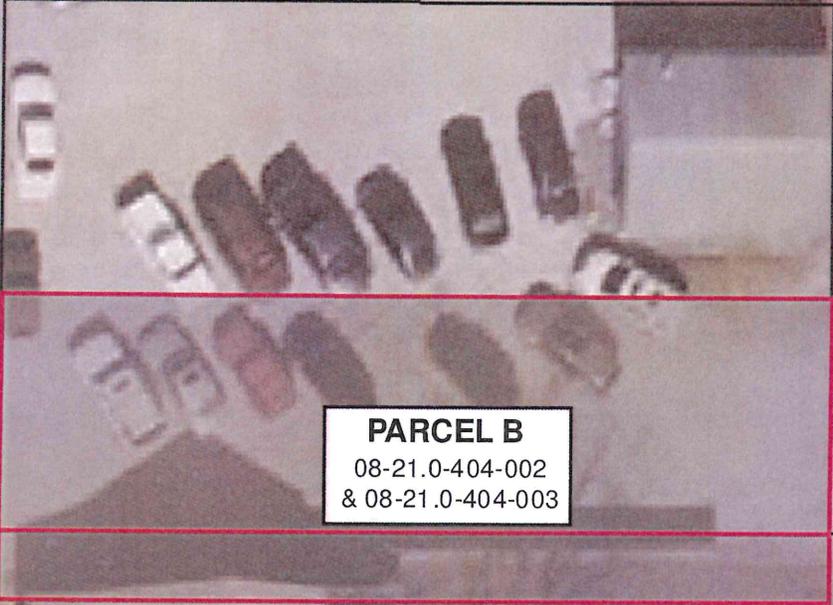


DISCLAIMER: The City of Belleville, Illinois (City) provides this product is for general informational purposes only and same is not suitable for legal, engineering or surveying purposes. The City makes no warranty of any kind concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of this information. The City assumes no liability whatsoever for damages allegedly arising from the use of this product. For additional, information, please contact the City Economic, Planning and Zoning Department at (618) 233-6810.

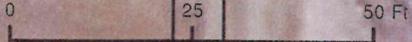
EXHIBIT B

WF ST

N 5TH ST



PARCEL B
08-21.0-404-002
& 08-21.0-404-003



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EXHIBIT C

W B ST

N 1ST ST

N ILLINOIS ST

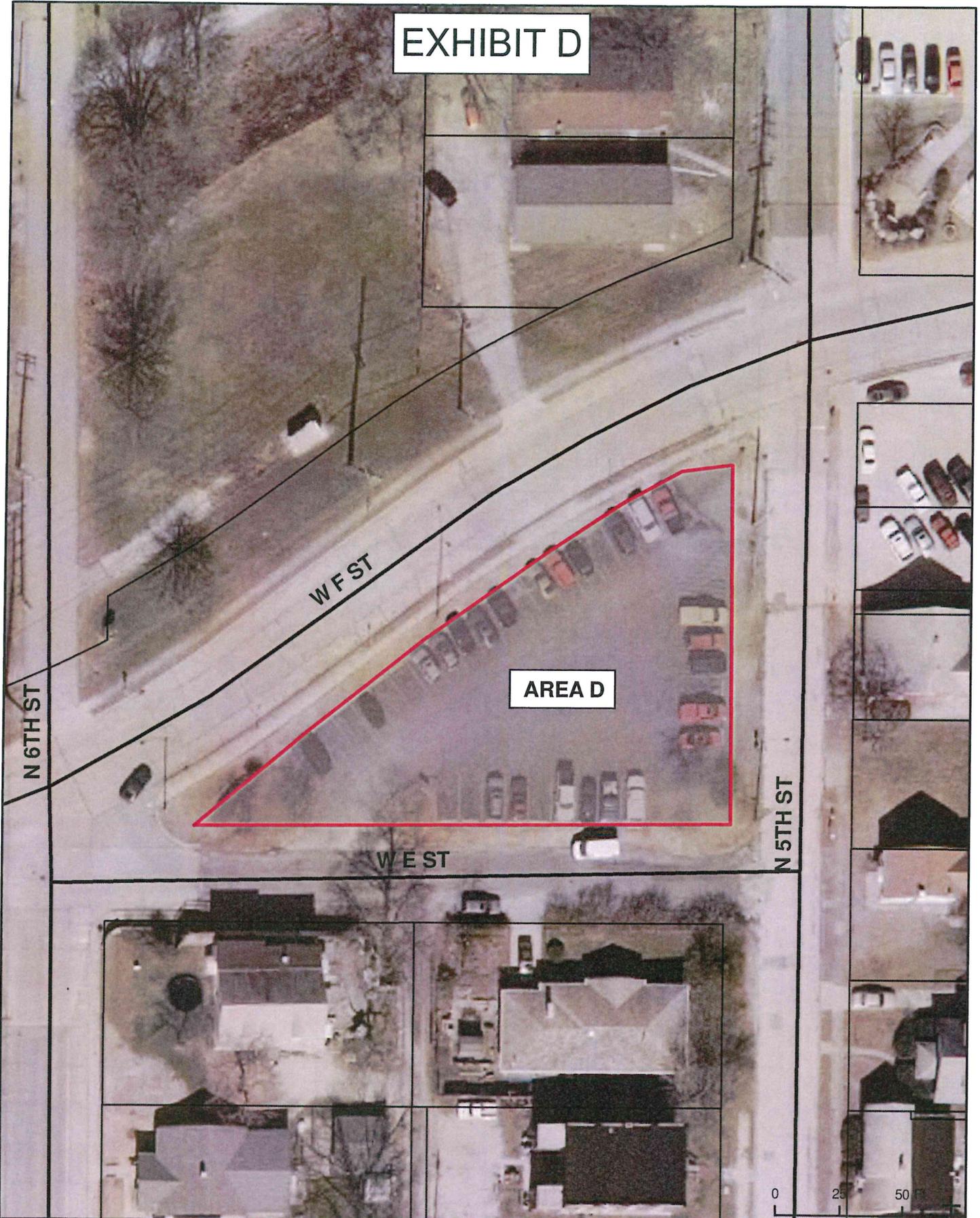
PARCEL C:
08-21.0-431-008, 08-21.0-431-009,
08-21.0-431-017, 08-21.0-431-018

W A ST

0 60 Ft

DISCLAIMER: The City of Belleville, Illinois (City) provides this product is for general informational purposes only and same is not suitable for legal, engineering or surveying purposes. The City makes no warranty of any kind concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of this information. The City assumes no liability whatsoever for damages allegedly arising from the use of this product. For additional, information, please contact the City Economic, Planning and Zoning Department at (618) 233-6810.

EXHIBIT D



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ORDINANCE NO. 7826

AN ORDINANCE PROVIDING FOR THE ANNUAL TAX LEVY UPON REAL ESTATE SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVILLE, IN THE COUNTY OF ST. CLAIR AND THE STATE OF ILLINOIS, SUBJECT TO TAXATION, FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2014 AND ENDING ON THE 30TH DAY OF APRIL, 2015

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

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

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

SECTION 1. That it is hereby levied upon all the real estate situated within the corporate limits of the City of Belleville, in the County of St. Clair and State of Illinois, subject to taxation, the sum of \$8,379,105 which said sum shall be raised by taxation upon all of the said real estate according to its purposes, for the current fiscal year and which amount is to defray the expenses of said City in the amount of \$8,379,105 as provided for in its Annual Budget Ordinance for the fiscal year commencing on the 1st day of May, 2014, and ending on the 30th day of April, 2015, which said Budget Ordinance has been heretofore passed and published, according to law, and which said amount of \$8,379,105 to defray the general expenses of said City, as provided for in 65 ILCS 5/8-3-1 (1992), "Illinois Municipal Code", and including also the amount levied for taxes by acts which by their terms provided that such taxes shall be in addition to taxes for general purposes authorized under 65 ILCS 5/8-3-1 et seq., as amended.

For General Corporate Purposes

Amount of tax to be levied for general purposes as provided for by, 65 ILCS 5/8-3-1 of the "Illinois Municipal Code", Illinois Revised Statutes, 2008 as amended; and pursuant to the home rule powers of the City of Belleville.

<u>Insurance Fund</u>			
<u>Account Number</u>	<u>Account Title</u>	<u>Amount Budgeted</u>	<u>Amount Levied</u>
3-54910	Claims Payments	3,500,000	
	Total Expenditures	3,500,000	310,000

SPECIAL TAXES

FIREMEN'S PENSION

For a Firemen's Pension Fund as provided by the "Illinois Pension Code", approved March 18, 1963, (40 ILCS 5/1-101, et seq., as amended) and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount Budgeted</u>	<u>Amounts Levied</u>
5-42110	Fire Service Pensions	1,850,000	
5-42120	Disability Pensions	700,000	
5-42130	Widow Pensions	500,000	
5-53400	Medical Service	3,000	
5-53300	Legal Fees	7,500	
5-53100	Accounting & Auditing	3,500	
5-53700	Data Processing	600	
5-54900	Other Professional Services	15,000	
5-57900	Fees & Permits	7,500	
5-65100	Office Supplies	350	
5-56300	Training	4,200	
	Total Expenditures	3,091,650	2,435,763

POLICE PENSION

For a Police Pension Fund as provided by the "Illinois Pension Code", approved March 18, 1963, as amended (40 ILCS 5/1-101, et seq.), and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amounts Levied</u>
8-42110	Service Pensions	2,300,000	
8-42120	Disability Pensions	335,000	
8-42130	Widow Pensions	305,000	
8-53400	Medical Service	3,500	
8-53100	Accounting & Auditing	3,500	
8-53700	Data Processing	600	
8-53300	Legal Fees	15,000	

8-54900	Other Professional Services	50,000	
8-57900	Fees and Permits	7,000	
8-65100	Office Supplies	350	
8-56300	Training	4,200	
	Total Expenditures	3,024,150	2,028,342

Tort Liability Insurance

For paying the cost of Tort Liability Insurance as provided by the " Local Governmental and Governmental Employees Tort Immunity Act" (745 ILCS 10/1-101 et seq., as amended and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amounts Levied</u>
50-59400	Administration Risk Management	58,653	
51-59400	Police Risk Management	299,250	
52-59400	Fire Risk Management	335,160	
53-59400	Streets Risk Management	107,730	
54-59400	Parks Risk Management	19,332	
55-59400	Cemetery Risk Management	16,758	
56-59400	Sanitation Risk Management	187,929	
61-59400	Housing Risk Management	2,394	
87-59400	Maintenance Risk Management	9,576	
	Total Expenditures	1,036,782	700,000

Said amounts of \$700,000 being the amount necessary to be raised by taxation, after deduction of revenue from all sources.

ILLINOIS MUNICIPAL RETIREMENT FUND

For the contribution of the City of Belleville to the Illinois Municipal Retirement Fund, as provided by the Act of the General Assembly, State of Illinois, creating "The Illinois Municipal Retirement Fund", approved by the 61st General Assembly, as amended, and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amounts Levied</u>
11-46100	Social Security	605,000	
11-46200	I.M.R.F.	785,000	
	Total Expenditures	1,390,000	1,325,000

PLAYGROUND AND RECREATION

For the establishment, maintenance and conduct of a playground and recreation system as provided by the "Illinois Municipal Code", approved May 19, 1961, 65 ILCS 5/11-95-8 (1992), and providing for the levy and collection, annually of not less than one mill on each dollar assessed valuation of all taxable property, within the corporation limits of the municipality and submitted to and approved by the voters of the City of Belleville, at a general municipal election held on April 13, 1945, as amended, and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount Budgete</u>	<u>Amounts Levied</u>
7-42100	Salaries-Regular	248,300	
7-42200	Salaries-Part time	205,900	
7-42300	Salaries-Overtime	1,200	
7-45100	Health Insurance	25,100	
7-45300	Unemployment Insurance	1,500	
7-46100	Social Security	35,100	
7-46200	Illinois Municipal Retirement Fund	31,000	
7-51100	Maintenance & Service-Building	1,000	
7-51200	Maintenance & Service-Equipment	4,880	
7-51800	Maintenance & Service-Grounds	2,000	
7-53100	Accounting Service	500	
7-53700	Data Processing	500	
7-54900	Other Professional Services	131,942	
7-55100	Postage	5,000	
7-55200	Telephone	2,000	
7-55300	Publishing	1,200	
7-55400	Printing	3,000	
7-56100	Dues	725	
7-56200	Travel Expense	1,000	
7-56300	Training	2,040	
7-56500	Publications	100	
7-57900	Fees & Permits	9,597	
7-59300	Rentals	11,350	
7-59400	Risk Management	20,349	
7-62900	Maintenance Supplies-Other	1,000	
7-65100	Office Supplies	14,000	
7-65200	Operating Supplies	70,210	
7-83000	Equipment	2,000	
7-92900	Misc. Expense	800	
	Total Expenditures	833,293	370,000

PUBLIC LIBRARY

For the maintenance of a Public Library and reading room or rooms as provided by "An Act to authorize cities, villages, incorporated towns and townships to establish and maintain free public libraries and reading rooms", approved March 7, 1872, as amended (75 ILCS 5/1-0.1, et seq., as amended), and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amounts Levied</u>
4-42100	Salaries-Regular	\$625,500	
4-42200	Part Time Salaries	208,000	
4-45100	Health Insurance	102,000	
4-46100	Social Security	63,800	
4-46200	Illinois Municipal Retirement Fund	95,000	
4-51100	Maintenance & Service-Building	40,000	
4-53300	Legal Service	500	
4-53100	Accounting Service	1,600	
4-53700	Data Processing Service	45,000	
4-54900	Other Professional Services	25,000	
4-55100	Postage	4,000	
4-55200	Telephone	12,000	
4-56100	Dues	1,000	
4-56200	Travel Expense	2,800	
4-56400	Tuition Reimbursement	5,000	
4-57100	Utilities	30,000	
4-59400	Risk Management	20,849	
4-65200	Operating Supplies	30,000	
4-83000	Equipment	6,000	
4-87000	Furniture & Fixtures	6,000	
4-87500	Periodicals	20,000	
4-88000	Books	110,000	
4-89100	Grant Renovations	212,519	
4-91300	Community Relations	4,800	
4-92910	Summer Reading Club	5,000	
4-95200	Bad Debt	100	
	Total Expenditures	1,676,468	1,210,000

Said amounts of \$8,379,105 being the amount necessary to be raised by taxation, after deduction of revenue from all sources.

SPECIAL SERVICE AREA

For special services for the Special Service Area No. 3 provided for in Ordinance

6940 of the City of Belleville. Said tax is to be levied only on the real estate set forth in Ordinance 6940 and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amounts Levied</u>
30-54900	Other Professional Services	23,000	
30-57100	Utilities	10,500	
30-59400	Risk Management	3,411	
30-89000	Other Improvements	12,500	
	Total Expenditure	49,411	35,000

SPECIAL SERVICE AREA BONDS

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amount Levied</u>
60-71000	Principal	55,000	
60-72000	Interest	42,859	
60-73000	Fiscal Agent Fees	300	
	Total Expenditure	98,159	100,659

Said amounts of \$100,659 being the amount necessary to be raised by taxation, for the Special Service Area Bond Fund in order to make bond payments as defined in Ordinance 6941 after deduction of revenue from all other sources.

SECTION 2. That the City Clerk of the City of Belleville be and is hereby directed to file with the County Clerk of St. Clair County, Illinois, a duly certified copy of this ordinance, as provided by law.

SECTION 3. That conflicting ordinances or pertinent portions thereof in force at the time this ordinance shall take effect are hereby repealed.

SECTION 4. This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of the Article VII of the Constitution of the State of Illinois.

PASSED by the City Council of the City of Belleville, Illinois on the 15th day of December 2014, on the following roll call vote:

AYE NAY

Mike Heisler	_____	_____
Ken Kinsella	_____	_____
Dorothy Meyer	_____	_____
Janet Schmidt	_____	_____
A. Gabby Rujawitz	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
Jim Davidson	_____	_____
Phillip Silsby	_____	_____
Joseph W. Hayden	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____
James Musgrove	_____	_____
Joe Orlet	_____	_____
Lillian Schneider	_____	_____

Approved by the Mayor of the City of Belleville, Illinois, this 15th day of December 2014.

 MARK W. ECKERT, MAYOR

ATTEST:

 DALLAS COOK, CITY CLERK

ORDINANCE NO. 7827

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH OBLATE REAL ESTATE TRUST,
OBLATE SHRINES AND RENEWAL CENTERS, INC., MISSIONARY OBLATES
OF MARY IMMACULATE AND OUR LADY OF THE SNOWS FOUNDATION, INC.**

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

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

WHEREAS, a Petition for Annexation was filed with the City Clerk's Office on behalf of Oblate Real Estate Trust, Oblate Shrines and Renewal Centers, Inc., Missionary Oblates of Mary Immaculate and Our Lady of the Snows Foundation, Inc., as legal owners of territory proposed to be annexed to the City of Belleville; and

WHEREAS, said owners of the territory proposed to be annexed are interested in entering into an Annexation Agreement with the City, in the form attached hereto as Exhibit A, that prescribes certain conditions and stipulations of the annexation; and legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all the statutory procedures under the Illinois Municipal Code for the execution of an annexation agreement have been fully complied with; and

WHEREAS, it is in the best interests of the City to enter into an Annexation Agreement in the form attached hereto as Exhibit A.

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

Section 1. The Mayor is authorized and directed to execute, and the City Clerk is authorized and directed to attest an Annexation Agreement in the form attached hereto and made part hereof as Exhibit A.

Section 2. That the City Clerk is hereby authorized and directed to record with the the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, as may be required.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of December, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7827

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH OBLATE REAL ESTATE TRUST,
OBLATE SHRINES AND RENEWAL CENTERS, INC., MISSIONARY OBLATES
OF MARY IMMACULATE AND OUR LADY OF THE SNOWS FOUNDATION, INC.

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

WHEREAS, a Petition for Annexation was filed with the City Clerk's Office on behalf of Oblate Real Estate Trust, Oblate Shrines and Renewal Centers, Inc., Missionary Oblates of Mary Immaculate and Our Lady of the Snows Foundation, Inc., as legal owners of territory proposed to be annexed to the City of Belleville; and

WHEREAS, said owners of the territory proposed to be annexed are interested in entering into an Annexation Agreement with the City, in the form attached hereto as Exhibit A, that prescribes certain conditions and stipulations of the annexation; and legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all the statutory procedures under the Illinois Municipal Code for the execution of an annexation agreement have been fully complied with; and

WHEREAS, it is in the best interests of the City to enter into an Annexation Agreement in the form attached hereto as Exhibit A.

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

Section 1. The Mayor is authorized and directed to execute, and the City Clerk is authorized and directed to attest an Annexation Agreement in the form attached hereto and made part hereof as Exhibit A.

Section 2. That the City Clerk is hereby authorized and directed to record with the the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, as may be required.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of December, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into effective as of _____, 2014 (“Effective Date”) by and between the CITY OF BELLEVILLE, an Illinois municipal corporation (hereinafter referred to as the “City”), and Oblate Real Estate Trust, a Texas trust, Oblate Shrines and Renewal Centers, Inc., a Massachusetts nonprofit corporation, Missionary Oblates of Mary Immaculate, an Illinois not-for-profit corporation, Our Lady of the Snows Foundation, Incorporated (hereinafter referred to separately as a “Petitioner” and collectively as “Petitioners”), the City and the Petitioners being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the real estate which is the subject matter of this Agreement is designated on the Plat of Annexation attached hereto as Exhibit 1 and incorporated herein by this reference and legally described on Exhibit 2 attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

WHEREAS, the Property consists of certain unimproved parcels as identified on Exhibit 3 attached hereto and incorporated herein by this reference (herein referred to as the “Unimproved Parcels”) and certain improved parcels as also identified on Exhibit 3 (herein referred to as the “Improved Parcels”); and

WHEREAS, Petitioners and City desire to have the Property annexed to the City as provided in 65 ILCS 5/7-1-1, *et seq.*, subject to the terms and conditions of this Agreement and to obtain assurances from the City as to certain provisions for the zoning, and other ordinances of the City for the Property when the same has been annexed and to other matters addressed in this Agreement; and

WHEREAS, the Property is adjacent and contiguous to the corporate boundaries of the City and is not within the boundaries of any other city or village; and

WHEREAS, Petitioners desire to continue the current use of the Improved Parcels and to permit the development and use of portions of the Unimproved Parcels as a hotel and convention center (“Hotel Complex”), a convenience store and fuel station (“C-Store/Fuel Station”), themed restaurants including outdoor dining (“Themed Restaurants”), restaurants, winery, sports and entertainment venues and related uses, among other uses as more particularly described herein (collectively referred to herein as the “Proposed Uses”); and

WHEREAS, The City acknowledges that Petitioners’ current and Proposed Uses of the Property is and will be compatible with and will further the planning objectives of the City and that the annexation of the Property to the City will be of substantial benefit to the City; will extend the corporate limits and jurisdiction of the City; will permit orderly growth, planning, and development of the City; will increase the tax base of the City; and will promote and enhance the general welfare of the City and its residents; and

WHEREAS, the City has agreed to annex the Property to the City, to zone the Property as herein provided, to permit the C-Store/Fuel Station and Themed Restaurants (“Special Uses”), and to grant all such approvals as are necessary or appropriate to permit the continuation of the current use on the Improved Parcels, the agricultural use of the Unimproved Parcels, and the development of the Proposed Uses on the Unimproved Parcels; and

WHEREAS, Petitioners have filed with the City Clerk a proper Annexation Petition (“Annexation Petition”) pursuant to 65 ILCS 5/7-1-8 signed by the owners of record of the Property and the requisite percentage of electors residing thereon which Petition by its terms is contingent upon execution and compliance with the terms of this Agreement; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and City Council of the City (“Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, pursuant to notice, as required by statute and ordinance, public hearings were held by the City Council on the approval of this Agreement and the annexation; and

WHEREAS, all other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and the annexation have been given, made, held, and performed by the City as required by 65 ILCS 5/7-1-8 and 5/11-15.1-1, et seq., and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq.; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and, by a resolution duly adopted by the Corporate Authorities then holding office, have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

WHEREAS, Petitioners have expended substantial sums of money and have materially altered their position in reliance on the execution of this Agreement and the performance of its terms and provisions by the City; and

WHEREAS, appropriate notices to the applicable fire protection district, public library district, township and other public bodies entitled to statutory notices have been given; and

WHEREAS, it is in the best interest of the City and Petitioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, the Parties do hereby agree as follows:

1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate and do hereby incorporate the Recitals into this Agreement as if fully set forth herein.

2. Annexation. As soon as reasonably practicable (but in no event later than thirty (30) days) after the Effective Date, the Corporate Authorities shall do all things necessary or appropriate to cause the Property to be validly annexed to the City in accordance with and upon the terms and conditions set forth in this Agreement and shall aid and assist Petitioners and their successors and assigns, in carrying out the terms, conditions and provisions of this Agreement. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the City. This Agreement, at the option of Petitioners exercised by written notice to City, shall be terminated, null, void, and of no force or effect if: (a) the Property is not validly annexed to the City and validly zoned and classified, the Existing Uses, Proposed Uses, Special Uses are not approved, and/or the Development Districts are not approved and validly created and established, all in accordance with and as contemplated by this Agreement at the times specified herein; or (b) that certain Ground Lease between Oblate Shrines and Renewal Centers, Inc. and Missionary Ventures, LLC, a Missouri manager managed limited liability company, its successors and/or assigns (“Developer”) is terminated in accordance with its terms. In the event that this Agreement is terminated, the Property shall not be annexed to the City.

3. Zoning and Subdivision. At the same meeting of the Corporate Authorities at which annexation of the Property is accomplished, the Corporate Authorities shall enact such ordinances, adopt such resolutions, and take all such other actions as are necessary or appropriate to:

(a) zone and classify the Property “C-2” Heavy Commercial District under the existing Zoning Ordinance of the City and recognize and establish that the following uses shall at all times be permitted uses on the Property: (i) all existing uses, operations and other activities which Petitioners have in the past conducted and/or now conduct on the Improved Parcels, as expanded, contracted, modified or otherwise evolved, at any time and from time to time (“Existing Uses”); and (ii) the Proposed Uses including, without limitation, hotels, motels, convention centers, restaurants, wineries, convenience stores, vehicle fuel stations, sports, athletics and other entertainment facilities, retail sales and services, cemeteries, mausoleums, columbaria, offices and financial institutions; and

(b), permit the Special Uses; and

In the event that any City code, ordinance, or regulation existing at the time the Property is annexed to the City does not permit the development, use and operation of the Property for the Existing Uses, Proposed Uses and the Special Uses, the City shall promptly grant all such variances and/or approvals as may be necessary to enable the development, use and operation of the Property as contemplated under this Agreement.

4. Continuation of Existing Uses. In reviewing the Annexation Petition and this Agreement, the City has given due consideration to the continuation of the Existing Uses of the Improved Parcels and, notwithstanding the City's zoning of the Property pursuant to the terms

hereof and any ordinances, resolutions, regulations, codes or other laws of the City to the contrary whatsoever, all of the Existing Uses of the Improved Parcels and agricultural uses of the Unimproved Parcels are permitted to continue, and all structures, facilities, buildings, towers, roadways and other improvements now located on the Improved Parcels are permitted to remain and be used notwithstanding their lack of conformity to City building, health, safety, fire or other codes, regulations or laws. Without limiting the generality of the foregoing:

(a) the City ordinances concerning parking space requirements shall not apply to the Improved Parcels and the City shall permit Petitioners to allow parking on the Improved Parcels in all areas that Petitioners deem proper at any time and from time to time;

(b) the City ordinances concerning green space requirements, as related to parking and subdivision requirements, shall not apply to the Improved Parcels;

(c) the City shall permit Petitioners, and Petitioners shall have the right, at all times and from time to time without any permits, licenses or other City approvals and without the payment of any fees or other charges whatsoever, to continue, modify and expand any and all of the activities which it has conducted and/or now conducts on the Improved Parcels including, without limitation:

- i. outside sales, storage of equipment on exterior of buildings, and the displays and sales of produce and other agricultural products;
- ii. outdoor religious activities, festivals and craft fairs;
- iii. petting farm and other types of animal operations;
- iv. any and all food processing, manufacturing and packaging operations, indoor or outdoor;
- v. the maintenance of billboards on the Improved Parcels, including, without limitation, the replacement of billboards that are structurally unsound; and
- vi. the operation, maintenance, repair, replacement, use and other activities in connection with the towers on the Improved Parcels;

(d) the City shall not require Petitioners to modify any existing building, tower, structure, facility, roadway or any other improvements on the Improved Parcels to comply with the building code, electrical ordinance or other codes and ordinances of the City, as amended. With respect to the Existing Uses including, without limitation, any alterations, expansions or additions to existing buildings, towers, structures, facilities, roadways or other improvements on Improved Parcels, City waives all permit and review fees and/or other charges whatsoever. Any construction of additional facilities/structures on the Improved Parcels or the Unimproved Parcels will meet the minimum requirements of the City's building code, electrical ordinance or other related construction codes;

(e) the City ordinances now existing or hereafter enacted concerning open burning shall not apply to the Improved Parcels and Petitioners shall have the right at any time and from time to time to open burn on the Improved Parcels, subject to oversight by the City Fire Chief upon prior notice from Petitioners;

(f) with respect to any temporary special events held on the Improved Parcels and/or sponsored, conducted or permitted by Petitioners and/or any of Petitioners' affiliated entities or other non-profit or charitable organizations or any religious order, community, diocese or similar organization (collectively referred to as "Special Event Sponsor"), including, but not limited to, outdoor religious activities, festivals and craft fairs, petting farms, carnivals, sporting and recreational events, concerts, theatrical performances, outdoor activities, overnight camping, and the sale of food products as part of such special events, City shall not require Petitioners or any Special Event Sponsors or their outside food vendors, carnival operators or any other person participating in said special events to obtain business licenses or any other permits or approvals from the City or impose any business license fees or other fees or charges on such activities. City shall not require business licenses or impose any business license or other license fees or any other types of fees or charges with respect to the indoor food market and restaurant as now or hereafter operated on the Improved Parcels; and

(g) the City will exempt Petitioners and Developer and their respective tenants, occupants, licensees, successors and assigns from any ordinance that would otherwise require Petitioners and/or Developer to use and pay for the City's trash pickup service anywhere on the Property, and City will permit Petitioners and Developer to use such waste disposal companies as they shall desire for trash pickup and disposal service.

5. Special Agreements.

(a) The City shall not apply any sign ordinance or sign approval criteria or requirements to the Improved Parcels which are more restrictive than the sign ordinances or other sign requirements in effect in St. Clair County, Illinois on the date of execution of this Agreement (See Exhibit 5).

(b) Petitioners acknowledge and understand that all infrastructure, including but not limited to roadways, on the Improved Parcels are and will remain private, and the City shall have no responsibility to maintain and/or improve such private infrastructure. The City shall, at its sole cost and expense, provide snow and ice removal on all public and private roads within the Property; provided, however, that Petitioners expressly agree and understand that private roads will not be plowed until after public roads have been cleared.

(c) The City shall diligently pursue: (i) approval from the State of Illinois for expansion of the City's Enterprise Zone to include the Property in form and substance satisfactory to the City, Petitioners and/or Developer; and (ii) an eligibility study for a redevelopment project area including the portion of the Unimproved Parcel identified as St. Clair County Permanent Parcel No. 07-03.0-300-005, the adoption of a redevelopment plan and approval of a redevelopment agreement pursuant to the Tax Increment Allocation Redevelopment Act; and (iii) approval of a business district including the portion of the Unimproved Parcel identified as St. Clair County

Permanent Parcel No. 07-03.0-300-005, the adoption of a business district plan and approval of a redevelopment agreement pursuant to the Business District Development and Redevelopment Law, all in form and substance satisfactory to the City, Petitioners and/or Developer (collectively referred to herein as the "Development Districts"). Costs associated with the matters contemplated under this subsection (c) shall be allocated in accordance with City ordinance and policy.

(d) Upon request of Petitioners or Developer or their successors or assigns, the City shall acknowledge from time to time and adopt resolutions or ordinances as may be necessary or required to cause or permit the City to comply with the terms and provisions this Agreement; provided, however, that the City shall not be required to enact any resolutions or ordinances that would be contrary to law. It is agreed that, to the extent permitted by law, the terms and provisions of this Agreement shall supersede the provisions of any ordinances, codes or regulations of the City which may be in conflict with the terms and provisions of this Agreement.

(e) The City shall, at its sole cost and expense, construct and extend to the most appropriate boundary of the Unimproved Parcels operating sanitary sewer facilities to serve the Unimproved Parcels and Petitioners' existing building facilities located on the north side of IL Rt. 15 commonly identified as 9480 North DeMazenod Drive ("North Facility") at the time of the construction of the Proposed Uses in accordance with the terms and conditions of an applicable Development Agreement. Petitioners shall have the right (but not the obligation), at any time at Petitioners' cost, to connect the North Facility to such sanitary sewer and the City shall not impose any tap-on or other connection fees or other requirements for such connection.

(f) With respect to the Improved Parcels (but not the Unimproved Parcels or any additional buildings constructed on the Improved Parcels after the Effective Date) and for the five (5) year period commencing upon the Effective Date of this Agreement, the City shall completely rebate the amount of utility taxes and telecommunications taxes collected by the City from Petitioners as to the Improved Parcels under Chapter 43 of the Revised Code of Ordinances in excess of any utility taxes and telecommunications taxes currently imposed on such Improved Parcels as of the Effective Date.

6. Codes and Ordinances. To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the City Code, the Zoning Code, the subdivision control ordinance or any other City code, ordinance, or regulation, the terms, provisions, and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any City code, ordinance, or regulation is hereafter adopted, amended, or interpreted so as to be less restrictive on Petitioners and/or Developer with respect to the development of the Property than is the case under the existing law, then at the option of Petitioners and/or Developer such less restrictive amendment or interpretation shall control.

7. Excavation, Grading, and Preparation of the Property for Development. Petitioners and/or Developer shall have the right (but not the obligation), prior to obtaining approval of engineering drawings or other plans, to undertake demolition of structures, excavation,

preliminary grading work, filling, and soil stockpiling on the Property in preparation for the development of the Property upon submittal and approval of a grading plan to the City.

8. Building Permits. To the extent applicable and not otherwise exempt under this Agreement, the City shall issue building permits for which Petitioners and/or Developer apply within ten business days of receipt of application therefor or within ten business days of the City's receipt of the last of the documents required to support such application. If the application is denied, the City shall provide Petitioners and/or Developer with a written statement specifying the reasons for denial of the application, including specifications of the requirements of law that the application or supporting documents fail to meet. The City shall issue such building permits upon Petitioners' and/or Developer's compliance with those requirements.

9. Certificates of Occupancy. To the extent applicable and not otherwise exempt under this Agreement, if the City codes require the issuance of a certificate of occupancy with respect to any use of any portion of the Property, the City shall issue certificates of occupancy to Petitioners and/or Developer within ten business days of application therefor or issue a letter of denial within said period informing Petitioners specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance, or regulation relied on by the City in its request for correction.

10. Mutual Assistance.

(a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

(b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county, or local) financial or other aid and assistance required or useful for the construction or improvement of Property and facilities in and on the Property or for the provision of services to residents of the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities, and storm water disposal facilities.

11. Remedies.

(a) Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any Party hereto pursuant to the provisions of this Section 11 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an

election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys', engineers', surveyors', architects', accountants', and other consultants' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

(d) The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(e) If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances that are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

12. Liquor Licenses. The City understands that the proposed development of the Property may include restaurants and lounges or similar facilities as well as grocery, drug, package liquor, and similar stores, and that to offer the complete service necessary to their economic viability, each such restaurant, lounge, or similar establishment will require a liquor-pouring license and each such store will require a package-liquor sales license and the City shall create, make available and issue all such licenses as are required to permit such service in accordance with the terms and conditions of the City ordinances governing same, in the sole and absolute discretion of the Mayor as local liquor commissioner.

13. Special Assessments and Taxation. Nothing contained in this Section 13 shall be construed to prohibit the establishment by the City of a tax increment financing district, special business district or enterprise zone affecting the Property. Otherwise, without the prior written

consent of Petitioners, the City shall not: (a) levy against any real or personal Property within the Property any special assessment or special tax for the cost of any improvements in or for the benefit of the Property; (b) undertake any local improvements in, on, or for the benefit of the Property pursuant to the imposition of a special assessment or special tax against the Property, or any portion thereof; or (c) levy or impose additional taxes on the Property in the manner provided by law for the provision of special services to the Property or to an area in which the Property is located or for the payment of debt incurred in order to provide such special services.

14. Miscellaneous.

(a) Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their respective successors in interest or assignees.

(b) Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or Property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If for any reason the annexation, zoning, approval of the Existing Uses, Proposed Uses, Special Uses or subdivision of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

(c) City Approval. Wherever any approval of the City, or of any of its departments, officials, or employees, is called for under this Agreement or otherwise in connection with the development of any or all of the Property, the same shall not unreasonably be withheld, conditioned or delayed.

(d) Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

(e) Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, successors, assigns, tenants, subtenants and transferees of Petitioners and their respective successors, grantees, tenants, and assigns, and on successor corporate authorities of the City and successor municipalities, and shall constitute covenants running with the land. For all purposes under this Agreement, the term "Petitioners" shall mean and include, without limitation, Developer and all licensees, tenants, subtenants, successors, assignees and others deriving any rights to use or possess any portion of the Property by or through Petitioners and/or Developer and any of Petitioners' and/or Developer's affiliated or related entities, successors or assignees. This Agreement may not be assigned without City approval, and such approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Agreement may be assigned without City approval to any religious order or diocese, and upon said assignment, the assignor shall be released from and shall have no further obligations hereunder.

(f) Notices. Any notice, request, approval, demand, instruction or other communication to be given to any Party hereunder, shall be in writing, and shall be conclusively deemed to be delivered and received when personally delivered or when (a) transmitted by electronic mail; (b) one (1) day after the date of deposit for overnight delivery with an overnight courier such as Federal Express, United Postal Service or other overnight courier service, or (c) three (3) days after the date of deposit in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to City:

City of Belleville
101 South Illinois Street
Belleville, Illinois 62220
Attn.: Mayor Mark W. Eckert
E-mail: meckert@belleville.net

With a copy to:

Becker, Hoerner, Thompson & Yursa, P.C.
5111 West Main St.
Belleville, IL 62226
Attn.: Garrett Hoerner
E-mail: gph@bhtylaw.com

If to Petitioners:

Oblate Real Estate Trust
391 Michigan Avenue, N.E.
Washington, D.C. 20017-1516
Attn.: Rev. Ray John Marek, OMI, Trustee
E-mail: rmarek@omiusa.org

With a copy to:

Greensfelder, Hemker & Gale, P.C.
12 Wolf Creek Drive, Suite 100
Swansea, Illinois 62226
Attn.: Kevin Vick
E-mail: lkv@greensfelder.com

The parties may change their respective addresses and/or telefax/teletype numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

(g) Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

(h) Waiver of Trial by Jury. The Parties hereby waive trial by jury in any action, proceeding or counterclaim (whether arising in tort or contract) brought by either against the other on any matter arising out of or in any way connected with this Agreement or any document contemplated herein or related hereto. This waiver by the parties hereto of any right they may have to a trial by jury has been specifically negotiated and is an essential aspect of their bargain.

(i) E-mailed or Faxed Signatures. The Parties agree that electronically mailed or faxed signatures may be used to expedite the transaction contemplated by this Agreement. Each Party intends to be bound by its electronically mailed or faxed signature and each is aware that the other will rely on the electronically mailed or faxed signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents and notices effecting the transaction contemplated by this Agreement based on an electronically mailed or faxed signature. The Parties agree to deliver to each other original signed hard copies of all documents and notices signed and transmitted by electronic mail or telefax within five (5) days after the date of such transmission; provided, however, that failure to do so will not render such documents or notices invalid or ineffective.

(j) Further Assurances. Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

(k) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State in which the Property is located. In the event of any dispute arising under this Agreement, the Parties hereby submit to the jurisdiction of, and waive any objection to, the applicable state or federal court having jurisdiction in the circuit or district in which the Property is located.

(l) Authority and Counterparts. Each Party warrants and represents that the person executing this Agreement on its behalf is authorized to do so. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

(m) Term. This Agreement shall be valid and binding for a period of twenty (20) years from the Effective Date.

(n) Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties with respect to the subject matter hereof and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein. The Parties acknowledge and agree that the exhibits may contain duties and obligations of the Parties and the Parties shall perform all of their respective duties and obligations thereunder. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties. The Exhibits consist of the following:

- i. Exhibit 1: Plat of Annexation;
- ii. Exhibit 2: Legal Description of Property;
- iii. Exhibit 3: Plat identifying Improved Parcels and Unimproved Parcels; and
- iv. Exhibit 4: St. Clair County Sign Code

[END OF DOCUMENT. SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE.]

DRAFT

IN WITNESS WHEREON, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BELLEVILLE, ILLINOIS

By: _____
Mark W. Eckert, Mayor

ATTEST: _____
Dallas B. Cook, City Clerk

Oblate Real Estate Trust, a Texas trust

By: _____
Rev. Ray John Marek, OMI, Trustee

Oblate Shrines and Renewal Centers, Inc., a Massachusetts nonprofit corporation

By: _____
Rev. Ray John Marek, OMI, Treasurer

Missionary Oblates of Mary Immaculate, an Illinois not-for-profit corporation

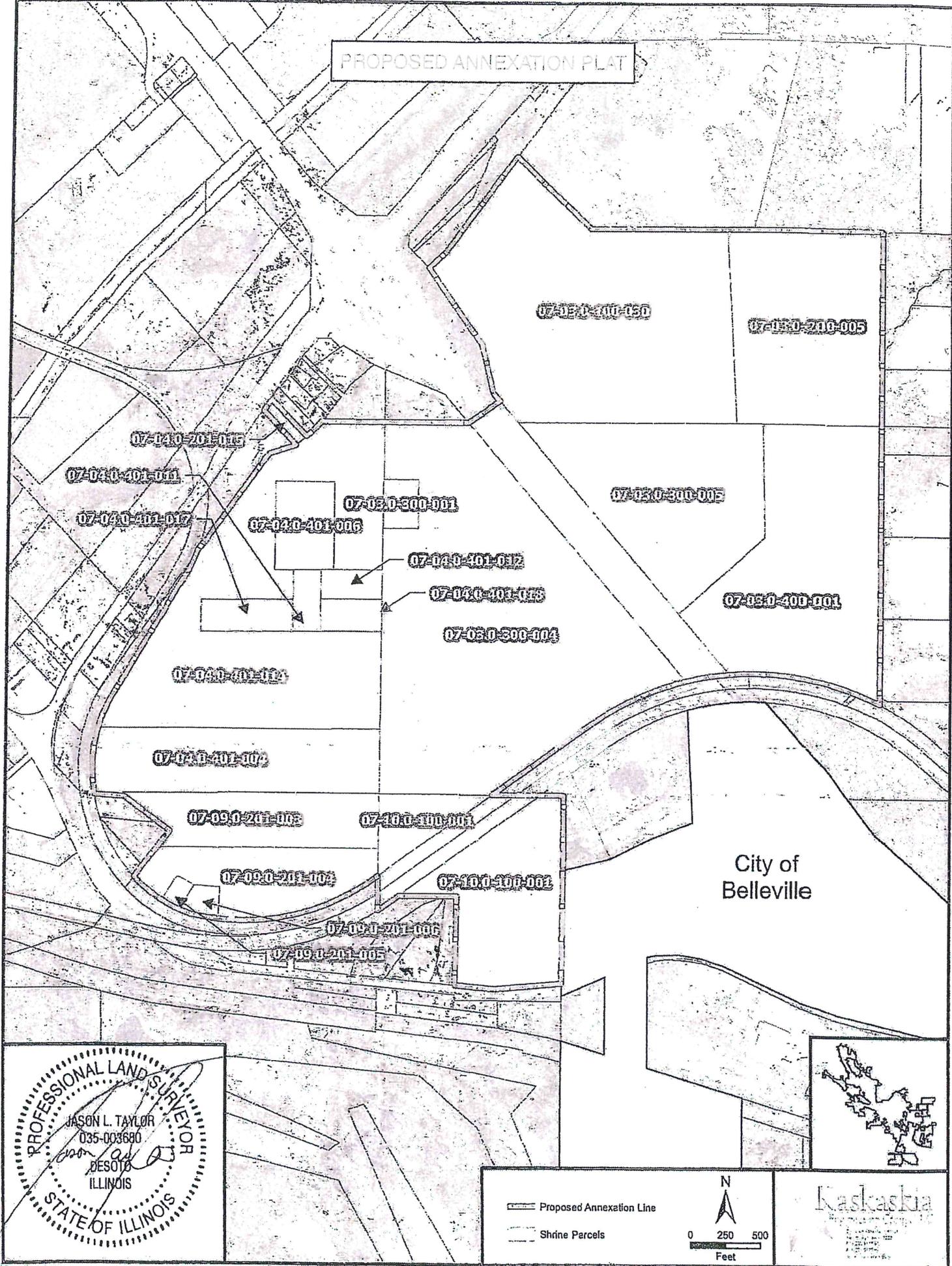
By: _____
Rev. Ray John Marek, OMI, Treasurer

Our Lady of the Snows Foundation, Incorporated

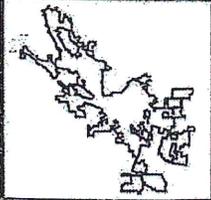
By: _____
Rev. Ray John Marek, OMI, Authorized Signatory

EXHIBIT 1

PROPOSED ANNEXATION FLAT



PROFESSIONAL LAND SURVEYOR
JASON L. TAYLOR
035-003680
DESOTO
ILLINOIS
STATE OF ILLINOIS



Legend:
— Proposed Annexation Line
--- Shrine Parcels

Scale:
0 250 500
Feet

North Arrow:
N

Kaskaskia
Professional Surveyors
1911
1000
1000
1000

EXHIBIT 2
OLD TITLE & ESCROW SERVICE

120 West Main Street, Suite 110
Belleville, IL 62220
Belleville Office (618) 235-1637
Fax (618) 235-2811

October 3, 2014

RE: Shrine

Our File No: 14-2353

Parcel No.: 07-03.0-100-030

Owner: Missionary Oblates of Mary Immaculate

Legal Description:

All that tract piece or parcel of land in the County of St. Clair, State of Illinois, lying and being a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 3, in Township 1 North, Range 9 West of the Third Principal Meridian, contained 15.09 acres, more or less, and being more particularly described as follows:

Beginning at the point where the Northeast line of the highway known as Federal Aid Route No.14 intersects the South line of the said Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 3, Township 1 North, Range 9 West; and running thence East along said South line of said quarter-quarter section for a distance of Two Hundred Forty-eight and nine-tenths (248.9) feet to a corner on said line; thence North 3 degrees 51 minutes West for a distance of Thirteen Hundred Sixty-eight and five-tenths (1368.5) feet to a corner; thence South 88 degrees 40 minutes West a distance of Two Hundred Seventy-seven and five-tenths (277.5) feet to a corner; thence South 23 degrees 34 minutes West a distance of Nine Hundred Four and seven-tenths (904.7) feet to the Northeasterly margin of said above mentioned highway; thence South 40 degrees 38 minutes East along said highway line, a distance of Seven Hundred Five and five-tenths (705.5) feet to the point of beginning.

Excepting therefrom, that part conveyed to the State of Illinois for highway purposes.

Also:

Lots Numbers One (1), Two (2), Three (3), Four (4) Five (5), and Six (6) of Marion Farm Subdivision, Re-subdivision Lots 1-2-3-4-5-6-8-9-10-11 Subdivision Pts. Survey 126-127-128-129-130-131-132-625, Commonfields of Cahokia and Northwest $\frac{1}{4}$ Section 3 T.1N. R.9W., St. Clair County, Illinois, in Book of Plats "Y" on page 51.

Excepting, however, that part conveyed to County of St. Clair, State of Illinois highway purposes.

Also,

Part of the Northwest Quarter (1/4) of Section Numbered Three (3) Township One (1) North, Range Nine (9) West, more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Numbered Three (3) and running thence South 88 degrees 40 minutes West along the North line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) a distance of Two Hundred Seventy-seven and five-tenths (277.5) feet; thence North 23 degrees 34 minutes East, Two Hundred and Fifty (250) feet; thence North 44 degrees 23 minutes West, Sixty-six (66) feet; thence North 14 degrees 29 minutes East, Eight-two and five-tenths (82.5) feet; thence North 37 degrees 23 minutes West, One Hundred Twenty-six (126) feet to the right of way of the Southern Railway; thence North 34 degrees 42 minutes East, Thirty-two (32) feet; thence South 47 degrees 48 minutes East, Seven Hundred Thirty-five (735) feet; thence South 43 degrees 16 minutes West, Three Hundred Eighty-four and seven-tenths (384.7) feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4); thence North 3 degrees 51 minutes along the East line, Two Hundred Ninety-eight and one-tenth (298.1) feet to the point of beginning.

Also:

A triangular shaped piece of land in the fractional North Half of the Northwest Quarter, Section 3 in Township 1 North, Range 9 West of the Third Principal Meridian, lying between the Westerly boundary line of the right of way lands of the Southern Railway Company and the right of way of State Bond Issue Route No.157, bounded on the East by the Westerly line of the right of way lands of the Southern Railway Company in the North by the center of the public road running in a Westerly and Southwesterly direction near the North line of said Section 3; bounded on the West by the Easterly line of State Route No.157 as widened and on the South by the Northerly line of United States Survey No.625, now known as Lot 9 of Lakeview Tracts Assessment Plat, a part of the South One-half of Section 3, T.1N., R.9W., and a part of the North One-half of Section 3, T.1N., R.9W., St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "47" on page 13.

Together with the Southerly part of the vacated Briar Hill Road, as vacated by Order Vacating road of the Centerville Road District, dated September 25, 2969, and recorded June 11, 1976 in Book 2402 on page 29, Document No. A524305.

EXCEPTING portions of the above described property that lies within parcel identification Nos.07-03.0-100-028 and 07-03.0-100-029; further excepting portions of the above described property, part of parcel No.07-03.0-100-030, lying Northwesterly of the Old Southern Railroad and that portion that lies Northerly of vacated Briar Hill Road.

NOTE: This exception is for descriptive purposes only; for a true and accurate legal description, a Survey of the subject property would need to be provided.

Parcel No.: 07-03.0-200-005 and 07-03.0400-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Section #3 in Township One (1) North, Range Nine (9) West, Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the intersection of the Northeasterly right-of-way line of Illinois Route 15 (U.S. Route 460) and the Northerly right-of-way line of the Southern Railroad; running thence in an Easterly direction along said railroad right-of-way and making a clockwise angle from the Northeasterly right-of-way line of said Illinois Route 15, of $126^{\circ}40'16''$ a distance of Forty-Eight and Eighty-Nine Hundredths (48.89) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}45'31''$ a distance of One Hundred Two and Three Tenths (102.3) feet to a point, continuing thence Eastwardly along said right-of-way line making a clockwise angle with the last described course of $182^{\circ}48'40''$ a distance of One Hundred Two and Thirty-Five Hundredths (102.35) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}52'05''$ a distance of One Hundred Two and Four Tenths (102.4) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}55'49''$ a distance of Thirty-Seven and Twenty-Nine Hundredths (37.29) feet to a point; running thence Northwardly along a line making a clockwise angle with the last described course of 90° a distance of Fifty (50.0) feet to a point, continuing thence in an Easterly direction along said right-of-way line at right angles, to the last described course a distance of Sixty-Six and Forty-Five Hundredths (66.45) feet to a point; running thence Eastwardly along said right-of-way line making a clockwise angle with the last described course of $182^{\circ}58'29''$ a distance of One Hundred Five and Seven Hundredths (105.07) feet to a point; continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}59'05''$ a distance of One Hundred Five and Twenty One Hundredths (105.21) feet to a point; continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $183^{\circ}08'28''$ a distance of One Hundred Five and Forty-Eight Hundredths (105.48) feet to a point; continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $183^{\circ}17'29''$ a distance of One Hundred Five and Twelve Hundredths (105.12) feet to a point, continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}43'07''$ a distance of Seventy and Fifteen Hundredths (70.15) feet to a point; continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}42'14''$ a distance of Eighty-Six and Fifty-Two Hundredths (86.52) feet to a point; running thence Northwardly along a line making a clockwise angle with the last described course of $65^{\circ}25'09''$ a distance of Nineteen Hundred Forty-Four and Eighty-Nine Hundredths (1944.89) feet to a point, said point being in the North line of the South Half of the said Section 3; continuing thence Northwardly along a line making a clockwise angle with the last described course of $179^{\circ}55'39''$ a distance of Thirteen Hundred Sixty-Five and Seventy-Eight Hundredths (1365.78) feet to a point in the South line of "Lake View Tracts Assessment Plat", reference being had to the plat thereof being recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats '47' on Page '13'; running thence in a Westerly direction along a South line of said "Lake View Tracts Assessment Plat" and making a clockwise angle with the last described course of $89^{\circ}32'11''$ a distance of One Thousand Ninety-Three and Fifteen Hundredths (1093.15) feet to a point; running thence Southerly along the line making a clockwise angle with the last described course of $87^{\circ}27'57''$ a distance of Thirteen Hundred Sixty-Five and Seventy-Four Hundredths (1365.74) feet to a point, said point being the center of said Section 3; running thence Eastwardly along the North line of the South half of said Section 3 and making a clockwise angle with the last described course of $92^{\circ}36'31''$ a distance of Two Hundred (200.0) feet to a point; running thence Southerly along a line making a clockwise angle with the last described course of $268^{\circ}07'14''$ a distance of Eight-Hundred Twenty-Four and Twenty-Five Hundredths (824.25) feet to a point; running thence Southwesterly along a line making a clockwise angle with the last described course of $231^{\circ}04'04''$ a distance of Eight Hundred Twenty (820.0) feet to a point in the Northeasterly right-of-way line of Illinois Route 15 (U.S.

Route 460); running thence Southeastwardly along said right-of-way line and at right angles to the last described course a distance of Five Hundred Ninety and One Hundredth (590.01) feet to the point of beginning and containing 74.56 Acres more or less.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-03.0-300-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of the Southwest $\frac{1}{4}$ of Section 3, Township 1 North, Range 9 West of the Third Principal Meridian, described as follows, to-wit:

Commencing at an iron pipe set firmly in the west line of the Southwest $\frac{1}{4}$ of said Section 3 near the highest point on the line 452.9 feet in a Southerly direction from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 3, said iron stake being the point of beginning of the tract hereby described; thence running in a Northerly direction along said West line of said Section 3, a distance of 50 feet to a point, thence in an Easterly direction at right angles to said Westerly line a distance of 250 feet to a stake; thence at right angles in a Southeasterly direction parallel to the West line of said Section 3, a distance of 348.48 feet to a stake; thence at right angles in a Westerly direction a distance of 250 feet to said Westerly line, thence North along said line a distance of 298.48 feet to the point of beginning, being said stake;

Together with an easement from the above described tract of land to the tab road known as the Brooks Road as said roadway easement is presently located;

Save and except all conveyances of record made prior to the date of recording of this instrument.

Situated in the County of St. Clair and State of Illinois.

Parcel No.: 07-03.0-300-004

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Southwest Quarter of Section 3 in Township One North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-writ:

Commencing the survey thereof at the Southwest corner of said Section Three, running thence Eastwardly along the South line of said Section Three a distance of 795.96 feet to the point of intersection of said South line of said Section Three with the Northwesterly right of way line of the Southern Rail Road, running thence Northeastwardly along the Northwesterly right of way line of the Southern Rail Road a distance of 845.19 feet to a point, running thence Northeastwardly along the Northwesterly right of way line of said

Southern Railroad and on a curve to the right having a radius of 2000.98 feet to the point of intersection of said Northwesterly right of way line of the Southern Rail Road with the Southwesterly right of way line of Federal Aid Route, 14 (U.S. Route 460), reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 42 on page 77, said point being the point 140 feet Southwest of, measured at right angles, Station 271+28.3 of said Federal Aid Route 14, running thence Northwestwardly along the Southwesterly right of way line of said Federal Aid Route 14 a distance of 2406.99 feet to the point of intersection of said Southwesterly right of way line of Federal Aid Route 14 with the North line of the Southwest Quarter of said Section Three, running thence westwardly along the North line of the Southwest Quarter of said Section Three a distance of 614.64 feet to the Northwest corner of the Southwest Quarter of said Section 3, running thence Southwardly along the West line of said Section Three a distance of 402.9 feet to a point, running thence East at right angles a distance of 250 feet to a point, running thence South at right angles and parallel to the West line of said Section 3, a distance of 348.48 feet to a point, running thence West at right angles a distance of 250 feet to a point in the West line of said Section 3, running thence Southwardly along the West line of said Section 3, a distance of 1876.22 feet to the point of beginning. Excepting that part conveyed to the State of Illinois, for the use of the Department of Public Works and Buildings in Warranty Deed dated 90' of September 1962 and recorded in the Recorder's Office of St. Clair County, Illinois, in Book 1828 on page 165, more particularly described as follows:

That portion of the Northwest Quarter Southwest quarter of Fractional Section 3, Township 1 North, Range 9 West of the Third Principal Meridian, that lies Southwesterly of the existing Southwesterly right of way line of Federal Aid Route 14 (marked U.S. Route 460) and Northeasterly of a line described as follows:

Beginning at a point on the North line of said Northwest Quarter Southwest Quarter, said point being 160 feet Southwesterly of the centerline of F.A. Route 14 when measured at right angles thereto; thence Southeasterly along a straight line to a point 175 feet Southwesterly of said centerline of F.A. Route 14 at Station 248+00 when measured at right angles thereto; thence Southeasterly along a straight line to its intersection with the existing Southwesterly right of way line of F.A. Route 14 opposite Station 249+00.

Excepting the coal and other minerals underlying said premises and all conveyances of record made prior to the date of recording of this instrument.

ALSO:

The land required for the locating of the "NORTH SHRINE ROAD" across part of the Southwest Quarter (S.W. ¼), Section Numbered Three (3) in Township One (1) North, Range Nine (9) West of the Third (3') Principal Meridian, St. Clair County, Illinois, as shown on the plat attached hereto and made a part hereof, the same as if incorporated herein, and containing in the tract of land hereby dedicated acres, more or less; as in Deed recorded in Book 1667 at Page 412, Document No. A22262, in the Recorder's Office, St. Clair County, Illinois.

Parcel No.: 07-03.0-300-005 and 07-03.0400-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the South one-half of Section 3 in Township 1 North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois and being more particularly described as follows:

Beginning at the point of intersection of the North line of the South one-half of Section 3 with the Northeasterly right of way line of Federal Aid Route No. 14, also known as U.S. Route #460; reference being had to the plat thereof recorded in the Recorder's Office in the aforesaid County and State in Book of Plats 42 on page 77; said point of beginning being distant 130 feet from and measured along a line that is at right angles with the center line of survey as shown on said plat of Federal Aid Route No. 14; thence from said point of beginning and running in a Southeasterly direction along the Northeasterly right-of-way line of Federal Aid Route No. 14, for a distance of 1800.00 feet to a point; thence in a Northeasterly direction along a straight line that is at right angles to the Northeasterly right-of-way line of said Federal Aid Route No. 14 for a distance of 820.0 feet to a point; thence in a Northerly direction 820.0 feet, more or less, to a point in the North line of the South one-half of said Section 3; said last described point being distant 200.0 feet East from a stone marking the center of said Section 3; thence running West along the North line of the South one-half of said Section 3 for a distance of 1762.0 feet, more or less, to the point of beginning.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-201-015

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of Lot No. 12 of MARION FARM SUBDIVISION, RESUBDIVISIONS OF LOTS 1-2-3-4-5-6-8-9-10 & 11 OF A SUBDIVISION OF PARTS OF U.S. SURVEY OF LOTS 126-127-128-129-130-131-132 & 625 COMMONFIELDS OF CAHOKIA AND NORTHWEST QUARTER SECTION 3. T. 1 N.R. 9 W."; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "Y" on page 51, being more particularly described as follows:

Commencing at the stone that marks the most southerly corner of said Lot 12, said point being the point of beginning of the tract of land herein described; thence in a northeasterly direction along the southeasterly line of said Lot 12, a distance of 97.05 feet to a point; thence in a northwesterly direction along a line running parallel to the southwesterly line of said Lot 12, a distance of 372.8 feet to an iron rod in the R.O.W. line of S.B.I. Route No. 157; thence in a southwesterly direction along the R.O.W. line of S.B.I., Route No. 157, being 80 feet in width, a distance of 99.36 feet to an iron rod which marks the most westerly corner of said Lot 12; thence in a southeasterly direction along the southwesterly line of said Lot 12, a distance of 350.7 feet to the point of beginning. Containing 0.82 acre, more or less.

Excepting therefrom all coal and other minerals underlying the same.

And excepting further the following described real estate, to-wit: That part of the southwesterly V2 of Lot 12 of "Marion Farm Subdivision", being a re-subdivision of Lots 1 through 11 of parts of U.S. Surveys 126, 127, 128, 129, 130, 131, 132 and 625 in the "Commonfields of Cahokia" and the fractional NW 1/4 of Section 3, all in T. 1 N. R. 9 W. of the Third P.M., reference being had to a plat thereof recorded in the Recorder's records of St. Clair County, in Plat Book "Y" on page 51, describes as follows:

That part of said southwesterly 1/2 of Lot 12, that lies southeasterly of the existing southeasterly right of way line of SB! Route 157 and northwesterly of a line that extends from a point on the southeasterly line of said Lot 12, said point being 50 feet southwesterly of and measured at right angles to the centerline of SB! Route 157 to a point on the northeasterly line of the southwesterly 99.3 feet of Lot 11, as measured along the southeasterly line of said Lot 11 of "Marion Farm Subdivision", said point being 60 feet southeasterly of and measured at right angles to the centerline of SB! Route 157, containing 1100 sq. ft., more or less. Conveyed by Louisa Lamprecht, also known as Louise Lamprecht, a widow and not since remarried, to the State of Illinois, for the use of the Department of Public Works and Buildings, by warranty deed dated June 21, 1962, and recorded in Book 1829 on page 1 of the Recorder's Records of St. Clair and State of Illinois.

Situated in the County of St. Clair and State of Illinois.

Subject to all conveyances of record made prior to the date of recording of this instrument.

Parcel No.: 07-04.0-401-004 and 07-09.0-201-003 and part of 07-10.0-100-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Lot No. 1, part of Fractional Section No. 4; ALSO Lot No. 1 part of Northeast Fractional Quarter Section 9: ALSO that part of Lot No. 1, part of the Northwest Quarter of Section No. 10, lying Northwest of the right of way of the Cairo Short Line Railroad now Southern Railroad. All in Township 1 North Range 9 West of the Third Principal Meridian; all as shown on plat recorded in the Recorder's Office of St. Clair County, Illinois, in book of Plats "A" on page 395.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-401-011

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North Range Nine (9) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit: Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section Four (4);

thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section a distance of Thirty-Four and Fifty-Nine Hundredths (34.59) feet to a point; running thence South 88°08' West along a line a distance of Four Hundred Forty-Two and Forty-Seven Hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-Five (225.0) feet to a point; running thence South 88°08' West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-Three and Seventy-One Hundredths (433.71) feet to a point; running thence North 88°08' East a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres more or less.

Save and except all conveyances of record made prior to the date of recording of this instrument.

Parcel No.: 07-04.0-401-014

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of the following described real estate lying Southerly of a line running South 88 degrees 8 minutes West from a point 34.59 feet North of the Southeast corner of the Northeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North Range 9 West of the Third Principal Meridian, said real estate being described as;

Part of Lot No. 36, being part of Surveys 117, 118 and 119 of "CAHOKIA COMMONFIELDS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17; said tract being more particularly described in Deed to Don Turner dated July 13, 1948 and recorded in Book 1163 on page 65, lying Southeasterly of the Right of Way of the Southern Railway as now located, and also that part of a tract land situated at or near lake in the County of St. Clair and State of Illinois, being composed of part of Fractional Section 4 of Township I North Range 9 West of the Third Principal Meridian, and parts of Surveys, 120, 121, 122, 123, 124 and 125 of the "CAHOKIA COMMONFIELDS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17, said tract being more particularly described in Deed to L.D. Turner, dated June 23, 1944 and recorded in Book 1117 on page 604; lying Southeasterly of the Right of Way of the Southern Railway.

Situated in St. Clair County, Illinois.

Save and except all conveyances of record made prior to the date of recording of this instrument including without limitation the conveyances recorded in Book 1165, Page 92, Book 1193, Page 61, Book 1192, Page 115, Book 1544, Page 579, Book 1785, Page 417, Book 2488, Page 603, Book 2340, Page 1728 in the St. Clair Recorder's Office.

Parcel No.: 07-04.0-401-017

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter and the Southeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North, Range 9 West of the 3rd Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the Southeast corner of the said Northeast Quarter of the Southeast Fractional Quarter of said Section 4; said point being the point of beginning of the tract herein being described; running thence in a Northerly direction along the East line of said Northeast Quarter of the Southeast Fractional Quarter of said Section 4, a distance of 34.59 feet to a point; running thence in a Westerly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point; running thence in a Southerly direction along a line making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 225 feet to a point; running thence in an Easterly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point in the East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4; running thence in a Northerly direction along said East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4 and making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 190.41 feet to the point of beginning;

EXCEPTING EVERYTHING EAST OF THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North, Range Nine (9) West of the Third (3d) Principal Meridian, described as follows, to-wit:

Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section (4); thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section a distance of Thirty-Four and Fifty-Nine Hundredths (34.59) feet to a point; running thence South 88 degrees 08 minutes West along a line a distance of Four Hundred Forty-Two and Forty-Seven Hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-Five (225.00) feet to a point; running thence South 88 degrees 08 minutes West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-Three and Seventy-One Hundredths (433.71) feet to a point; running thence North 88 degrees 08 minutes East a distance of Two Hundred (200.0) feet to a point; running thence South a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres more or less.

Save and except all conveyances of record made prior to the date of recording of this instrument.

Situated in the County of St. Clair, in the State of Illinois.

Parcel No.: part of 07-04.0-401-018

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter and the Southeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North, Range 9 West of the 3rd Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the Southeast corner of the said Northeast Quarter of the Southeast Fractional Quarter of said Section 4; said point being the point of beginning of the tract herein being described; running thence in a Northerly direction along the East line of said Northeast Quarter of the Southeast Fractional Quarter of said Section 4, a distance of 34.59 feet to a point; running thence in a Westerly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point; running thence in a Southerly direction along a line making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 225 feet to a point; running thence in an Easterly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point in the East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4; running thence in a Northerly direction along said East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4 and making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 190.41 feet to the point of beginning;

Situated in the County of St. Clair, in the State of Illinois.

Save and except all conveyances of record made prior to the date of recording of this instrument, including without limitation the conveyance set forth in Book 2984, Page 1330 filed with the Recorder's Office of St. Clair County, Illinois.

Parcel No.: 07-09.0-201-004

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Lot 2, lying North of the Southern Railroad in the Northeast 1/4 of Section 9, Township 1 North Range 9 West of the P Principal Meridian reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 395.

Except that part conveyed by deed recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds 1206 on page 167, more particularly described as follows:

Commencing at a monument in the Northwest corner of said Lot No. 2; thence South 33 degrees 30 minutes West 181 feet to a monument; thence South 29 degrees 42 minutes West 94 feet to a marker on the North Right-of-Way line of the Southern Railroad, thence South 50 degrees 25 minutes East 268 feet to a monument being the point of beginning, thence North 30 degrees 0 minutes East 200 feet to a monument; thence South 60 degrees East 135 feet to a pipe; thence South 30 degrees 0 minutes West 200 feet to a monument; then along the Northern Right-of-Way line of the Southern Railroad on a 610 foot radius Northwesterly to the point of beginning, 136 feet.

ALSO EXCEPTING that part thereof more particularly described as:

Commencing at the iron bar that marks the most Southerly corner of the premises described in above mentioned deed recorded in Book 1206 on page 167 of said Recorder's Office, said point being the point of beginning of the tract of land herein described; thence North 30 degrees 00 minutes East, along the Southeasterly line of said premises described in Book 1206 on page 167 a distance of 195.46 feet to the iron bar at the most Easterly corner of said premises described in 1206 on page 167; thence South 84 degrees 15 minutes East, a distance of 197.0 feet to an iron bar; thence South 0 degrees 45 minutes West, a distance of 224.15 feet to an iron bar at the North Right-of-Way line of the Southern Railroad; thence in a Northwesterly direction along the Northerly Right-of-Way line of the Southern Railroad, being a curve to the right a chord distance of 299.86 feet to the point of beginning.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-09.0-201-006

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Lot 2, lying North of the Southern Railroad in the Northeast Quarter of Section 9, Township 1 North, Range 9 West of the Third Principal Meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 395, more particularly described as follows, to-wit:

Commencing at the iron bar that marks the most Southerly corner of the premises described in Deed recorded in Book 1206 on page 167 of said Recorder's Office, said point being the point of beginning of the tract of land herein described; thence North 30 degrees 00 minutes East, along the Southeasterly line of said preemies described in Book 1206 on page 167, a distance of 195.46 feet to the iron bar at the most Easterly corner of said premises described in Book 1206 on page 167; thence South 84 degrees 15 minutes East, a distance of 197.0 feet to an iron bar; thence South 0 degrees 45 minutes West, a distance of 224.15 feet to an iron bar on the North right of way line of the Southern Railroad; thence in a Northwesterly direction along the Northerly right of way line of the Southern Railroad, being a curve to the right a chord distance of 299.86 feet to the point of beginning.

Excepting the part of above premises, if any, conveyed to the Southern Traction Company of Illinois by Deed from James Sliment, a widower, dated March 16, 1908 and recorded in Book 396 on page 6, described as follows:

A strip of ground 100 feet in width across the Easterly corner of the Southeast Quarter of Section 9, Township 1 North, Range 9 West, the centerline of which is parallel to and 50 feet distant from the Northerly right of way line of the Illinois Central (Belleville Southern) Railroad and extending across said East half of said Quarter, a distance of 1322 feet.

The Deed above referenced to in Book 1206 on page 167 is as follows:

Commencing at a monument in the Northwest corner of Lot 2, Northeast Quarter Section, Section 9, Township 1 North, Range 9 West of the Third Principal Meridian; thence South 33 degrees and 30 minutes West 181 feet to a monument; thence South 29 degrees 42 minutes West 94 feet, to a market on the North right of way line of the Southern Railroad, thence South 50 degrees 25 minutes East 268 feet to a monument being the point of beginning; thence North 30 degrees East 200 feet to a monument; thence South 60 degrees West 200 feet to a monument; thence along the Northern right of way line of the Southern Railroad a 610 foot radius Northwesterly to the point of beginning, 136 feet.

Situated in the County of St Clair and the State of Illinois.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-401-006

Owner: OUR LADY OF THE SNOWS FOUNDATION, INCORPORATED

Legal Description:

Part of the Northeast Quarter of the Southeast Fractional Quarter Section 4, Township One (1) North, Range Nine (9) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing the survey thereof at the concrete monument which marks the Southeast corner of said Northeast Quarter of the Southeast Fractional Quarter of Section 4; thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter Section, a distance of Two Hundred Forty-three and three-tenths (243.3) feet to a point in the centerline of a Twenty (20) foot wide private roadway; thence South 88 degrees 8' West, along the center line of said private roadway, a distance of Three Hundred Fifty-one (351) feet to the point of beginning of the tract hereby conveyed; thence Due North, parallel to the East line of said Fractional Quarter-Quarter Section, Six Hundred Twenty-six and thirteen-hundredths (626.13) feet to a point; thence South 88 degrees 8' West, a distance of Four Hundred Seventeen and forty-two hundredths (417.42) feet to a point; thence due South, parallel to the East line of said Fractional Quarter-Quarter Section, a distance of Six Hundred Twenty-six and thirteen hundredths (623.13) feet to a point; thence North 88 degrees 8' East, a distance of Four Hundred Seventeen and forty-two hundredths (417.42) feet to the point of beginning of the tract hereby conveyed and containing six acres, more or less.

Parcel No.: 07-04.0-401-012

Owner: REVEREND OBLATE FATHERS, INC., NOW KNOWN AS MISSIONARY OBLATES OF MARY IMMACULATE

Legal Description:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North, Range Nine (9) West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section Four (4); thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section, a distance of Thirty-four and fifty-nine hundredths (34.59) feet to a point; running thence South 88 degrees 08' West along a line a distance of Four Hundred Forty-two and forty-seven hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-five (225.0) feet to a point; running thence South 88 degrees 08' West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-three and seventy-one hundredths (433.71) feet to a point; running thence North 88 degrees 08' East, a distance of Two Hundred (200.0) feet to a point; running thence South a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres, more or less.

Parcel No.: 07-09.0-201-005

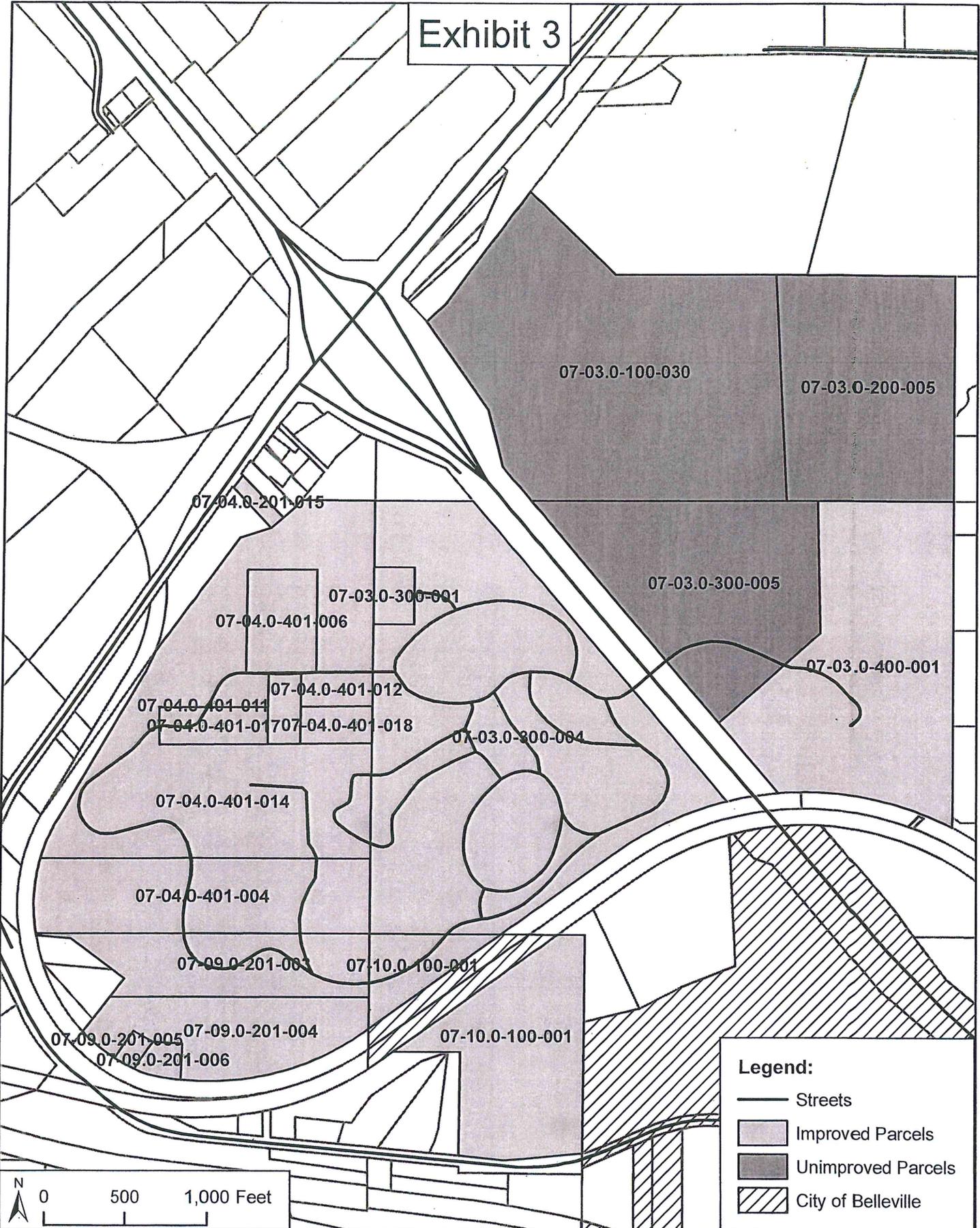
Owner: OBLATE REAL ESTATE TRUST

Legal Description:

Part of Lot 2 in the Northeast Fractional Quarter of Section 9, in Township 1 North, Range 9 West of the Third Principal Meridian, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 395, more particularly described as follows:

Commencing at a monument in the Northwest corner of Lot 2, Northeast Fractional Quarter of Section 9 West of the Third Principal Meridian, thence South 33 degrees 30 minutes West, 94 feet to a marker on the North right of way line of the Southern Railroad, thence South 50 degrees 25 minutes East, 268 feet to a monument being the point of beginning, thence North 30 degrees East, 200 feet to a monument; thence South 60 degrees East, 135 feet to a pipe, thence South 30 degrees West, 200 feet to a monument, thence along the Northern right of way line of the Southern Railroad of a 610 feet radius, Northwesterly to the point of beginning.

Exhibit 3



DISCLAIMER: The City of Belleville, Illinois (City) provides this product is for general informational purposes only and same is not suitable for legal, engineering or surveying purposes. The City makes no warranty of any kind concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of this information. The City assumes no liability whatsoever for damages allegedly arising from the use of this product. For additional, information, please contact the City Economic, Planning and Zoning Department at (618) 233-6810.

ARTICLE VII

SIGN REGULATIONS

40-7-1 INTENT AND PURPOSE. It is the intent and purpose of the sign regulations to provide for the use of signs as means of communication and for directing persons to desired destinations; to improve traffic and pedestrian safety and convenience; to enhance economic activity; to minimize possible adverse effects of signs on public and private property; to maintain the aesthetic environment and to provide reasonable requirements and consistent enforcement. The sign regulations are adopted under the zoning enforcement authority of St. Clair County in furtherance of the general purposes set forth in the Zoning Code.

40-7-2 GENERAL SIGN REGULATIONS.

(A) All signs hereafter constructed, erected, painted or otherwise established, moved, altered or changed within the County's limits of jurisdiction shall comply with the following regulations.

(B) Sign regulations of this Code shall not apply to governmental signs (including traffic signs) which are erected and intended for public information, direction, safety or control purposes; or to a sign of less than **twelve (12) square feet** that identifies an agricultural product being raised on the premises.

(C) A permit shall be required prior to the construction, erection or placement of any and all signs except identification signs; real estate signs of less than **thirty-two (32) square feet** and governmental signs.

(D) No sign shall be constructed, erected or otherwise placed on any lot in such manner that it would endanger or cause a hazardous condition to persons or property.

(E) No sign shall be erected in such manner as to obscure or otherwise physically interfere with an official traffic sign, signal or device; directional or informational sign; or to interfere with a driver's view of approaching, merging or intersecting traffic.

(F) Signs existing at the time of the enactment of this Code and not conforming to its provisions but which were constructed in compliance with previous regulations shall be regarded as legal nonconforming signs. Nonconforming signs which are structurally altered, relocated or replaced shall at that time be made to comply with all provisions of this Code.

(G) Repair and/or maintenance of lawful, nonconforming signs shall be in accordance with the regulations set forth in **Section 40-8-10**.

(H) In no case shall any part of any sign, be erected or placed within or above a public right-of-way, public easement or publicly owned land, except signs authorized by the governmental agency of primary jurisdiction.

(I) No sign or part thereof, including supports, braces or otherwise, shall be located nearer than **ten (10) feet** to any lot line or right-of-way line, unless otherwise specifically permitted or as further restricted by this Code.

(J)

Lighting.

- (1) No sign located nearer than **seventy-five (75) feet** to a residential zoning district shall be illuminated.
- (2) No sign may be erected which contains, includes or is illuminated by any flashing, intermittent or moving light(s), except those giving public service information such as, without limiting the generality of the foregoing, time, weather, date and temperature.
- (3) No sign may be erected or maintained which is not effectively shielded so as to prevent beams or rays of light from being directed at any portion of the traveled way or any interstate or primary highway or which is of such intensity of brilliance as to cause glare or to impair the vision of the driver of any motor vehicle.

(K) **Height of Signs.** The height of all signs shall be determined by the type of sign erected and regulations of the district in which it is located.

(L) **Determination of Sign Area.** The size of all signs shall be determined by the type of sign erected and regulations of the district in which it is located. The area of a sign shall be determined by computation of the area of the smallest square, rectangle, triangle or circle that will encompass the entire area of the sign including border and trim.

(M) Moveable signs or any other sign or advertising device (except temporary signs for which a temporary permit is in effect) shall be counted as part of the maximum permitted sign area.

40-7-3 PERMITTED SIGNS – DEFINED BY CONSTRUCTION OR LOCATION. The following signs are permitted as hereby defined and classified by type of construction, location and usage.

(A)

"Sign" by Structural Type.

- (1) **"Combination Sign".** A type of sign designed to attract attention of both pedestrian and vehicular traffic incorporating any combination of the features of "freestanding", "projecting" and "roof signs". The design, construction and/or erection of any combination sign shall comply with the most restrictive provisions and requirements for a "freestanding", "projecting" and "roof sign" as provided in this Section.
- (2) **"Freestanding Sign".** A detached sign which is supported by one or more uprights, poles or braces in or upon the ground. A freestanding sign shall be subject to the following requirements:
 - (a) No establishment or development (including Planned Building Development) shall construct, erect or display more than **one (1)** freestanding signs on any one street frontage.

- (b) Freestanding sign supports shall not be set nearer than **ten (10) feet** to any lot line, except when advertising signs/billboards are erected, sign supports shall not be set nearer than **twenty-five (25) feet** to any lot line.
 - (c) Freestanding signs shall not project more than **four (4) feet** into any required yard.
 - (d) No part of any freestanding sign (excluding supports) shall extend below a point **eight (8) feet** above ground level at the base of the sign.
 - (e) No part of any sign (freestanding, projecting, combination or otherwise), excluding vertical supports, that is erected or placed above a pedestrian or vehicle access way, shall extend below a point **ten (10) feet** above ground level at the base of the sign. However, if the vehicle access way is to be used by emergency or service vehicles, delivery trucks or similar equipment, then said sign shall not extend below a point **fourteen (14) feet** above ground level at the base of the sign.
- (3) **"Projecting Sign"**. Any sign, other than a wall sign that is attached to and projects more than **one (1) foot** from the wall or face of a building. A projecting sign shall be subject to the following requirements:
- (a) A projecting sign shall not project more than **four (4) feet** from the wall of a building to which it is attached or more than **four (4) feet** above the eave line of the adjacent roof, except in the case of an identification sign which shall not project more than **two (2) feet** from the wall of the building to which it is attached.
 - (b) A projecting sign shall not project more than **four (4) feet** into any required yard.
 - (c) A projecting sign shall be at least **ten (10) feet** above finished grade level.
- (4) **"Roof Sign"**. A sign erected upon or above a roof or parapet wall of a building or structure. Roof signs shall be subject to the following requirements:
- (a) Roof signs shall not extend more than **ten (10) feet** above the roof structure of the building to which it is attached, except in the "NB" zone district where roof signs shall not extend more than **five (5) feet** above the roof structure to which it is attached. Roof signs shall be prohibited in the "A", "R-R", "SR", "MR" and "MHP" zone districts.
- (5) **"Wall Sign"**. Any sign painted, attached or erected against the wall of a building or structure, with

the exposed face of the sign in a plane parallel to the plane of said wall and extending not more than **twelve (12) inches** from the face of the wall.

40-7-4 **PERMITTED SIGNS – DEFINED USE; MAXIMUM SIZE AND HEIGHT.**

(A) **"Advertising Sign/Billboard"**. A sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered elsewhere than on the lot where the sign is located, or only incidentally on that lot if at all. All advertising signs shall be erected in compliance with the Highway Advertising Control Act of 1971.

(1) **Maximum Sign Area.**

- (a) The lesser of **three hundred (300) square feet** or **one (1) square foot** of sign area for each linear foot or lot frontage on a street.
- (b) The maximum size of any advertising/billboard sign shall be limited to **three hundred (300) square feet** of sign area, including border and trim, but excluding ornamental base or apron, supports and other structural members. Double faced signs, back-to-back signs within **three (3) feet** of each other and V-type signs shall be considered as one sign.
- (c) In determining the total permitted sign area of advertising signs or billboards, the total sign area of all such signs on the lot shall be considered as part of the total sign area permitted.

(2) **Location of Signs.**

- (a) All advertising/billboard signs located along any roadway shall not be less than **one and one-half (1.5) miles** from the nearest corporate limits of any municipality.
- (b) Advertising/billboard signs shall not be located nearer than **two hundred (200) feet** to any building or structure.
- (c) Along all public roads and highways, advertising signs on the same side of the highway shall be erected no less than **five hundred (500) feet** apart.
- (d) No advertising sign may be erected along any roadway adjacent to, or within **five hundred (500) feet** of an interchange, rest area, or weigh station. Such **five hundred (500) feet** shall be measured along the main-traveled way from the beginning or ending or pavement widening at the exit from or entrance to the main-traveled way.

- (e) No advertising sign may be erected or maintained in such a manner as to obscure or otherwise physically interfere with an official traffic sign, signal, information sign or device or to obstruct or physically interfere with the driver's view of approaching, merging or intersection traffic; such signs shall not be within **one thousand (1,000) feet** of any signal device or point of intersection or merging traffic.
 - (f) Advertising/billboard signs shall not be permitted along County or Township highways/roads or local streets.
 - (3) **Height of Signs.** No sign shall exceed **thirty-five (35) feet** in height from ground level at the base of the sign, except in the "B-2", "I-1" and "I-2" zoning districts in which case a **forty-five (45) foot** height is permitted.
- (B) **"Area Identification Sign".** A sign intended and constructed to permanently identify an area or major building complex such as a shopping center, office or industrial complex, multi-building residential area or a major public use development. Projecting and roof signs are prohibited from use as area identification signs.
- (1) **Maximum Sign Area.** The total sign area of any such sign(s) shall not exceed **forty (40) square feet** and not more than **one (1)** identification sign shall be placed on a common street frontage. Not more than **two (2) signs** shall be permitted for any one development. A Special Use Permit shall be required for area identification signs of more than **forty (40) square feet** in area. Application for a Special Use Permit shall be accompanied by a scale drawing of the proposed sign with designation of the type of construction materials to be used and a map showing the proposed location(s) on the premises.
 - (2) **Height of Sign.** Shall not exceed the permitted height of buildings for the district in which the sign is located.
- (C) **"Bulletin Board".** As used in this Code, a sign used for purposes of notification to the public of an event or other occurrence of public interest, such as church service, political rally, civic meeting or similar event.
- (1) **Maximum Sign Area.** **Twenty-four (24) square feet** with a maximum greatest dimension of **eight (8) feet**.
 - (2) **Height of Signs.** No sign shall exceed **ten (10) feet** in height from ground level at the base of the sign.
- (D) **"Business Sign".** A sign which directs attention to a business, profession, service display or entertainment conducted upon a lot or to a commodity stored, sold or displayed on a lot.
- (1) **Maximum Sign Area in "NB" District.** The total surface area of all signs shall be limited to the greater of **two (2) square feet** of sign area for each linear foot of building width

or **one (1) linear foot** of sign for each foot of lot frontage. However, the total area of any sign shall not exceed **one hundred (100) square feet**.

(2) **Maximum Sign Area in "B" and "I" Districts.**

(a) The total surface area of all signs shall be limited to the greater of **two (2) square feet** of sign for each linear foot of width of the business building or **one (1) square foot** of sign for each linear foot of lot frontage, provided that the total area of any sign shall not exceed **two hundred (200) square feet** on any business building.

(b) For buildings which include more than **one (1)** business, the front width of each individual business unit shall be used to determine the maximum sign area for that business.

(c) For any business building facing more than **one (1)** street, each street frontage shall be considered separately to determine the maximum sign area for each street frontage.

(3) **Height of Signs in "NB" District.** No sign shall exceed **twenty-five (25) feet** in height measured from ground level at the base of the sign.

(4) **Height of Signs in "B" and "I" Districts.** No sign shall exceed **thirty-five (35) feet** in height from ground level at the base of the sign, except in the "B-2", "I-1" and "I-2" zoning districts in which case a **forty-five (45) foot** height is permitted.

(E) **"Construction Sign".** A sign advertising the development or improvement of a property by a building contractor or other person furnishing services, materials or labor to said premises, which sign is intended for a limited period of display, and erected on the same lot with the work being done. Projecting signs and roof signs shall be prohibited from use as construction signs.

(1) **Maximum Sign Area.** **Thirty-two (32) square feet** with a maximum greatest dimension of **eight (8) feet** and shall be removed within **fourteen (14) days** after the project is completed.

(2) **Height of Sign.** No construction sign shall exceed **twelve (12) feet** in height from ground level at the base of the sign.

(F) **"Identification Sign".** A sign which establishes the identity of a person and/or his/her business or professional title, occupying the premises, such as a name plate. As used in this Code, the term "identification sign" shall not be construed to include a sign identifying a commercial or industrial use or a commodity or service offered on the premises.

(1) **Maximum Sign Area.**

- (a) **Single and Multiple-Family Residence.** Two (2) square feet per building.
 - (b) **All Other as Permitted.** Two (2) square feet for each principal use.
 - (2) **Height of Signs.** Freestanding identification signs shall not exceed **eight (8) feet** in height from ground level at the base of the sign.
- (G) **"Real Estate Sign"**. A sign indicating the availability for sale, rent or lease of the specific lot and/or building upon which the sign is erected or displayed.
- (1) **Maximum Sign Area.** Six (6) square feet for portable real estate signs and **thirty-two (32) square feet** for non-portable real estate signs. A Special Use Permit shall be required for Real Estate Signs of more than **thirty-two (32) square feet** in area. Application for a Special Use Permit shall be accompanied by a scale drawing of the proposed sign with designation of the type of construction materials to be used and a map showing the proposed location(s) on the premises.
 - (2) **Height of Signs.** Freestanding signs shall not exceed **twelve (12) feet** in height from ground level at the base of the sign.
- (H) **"Subdivision Sign"**. A sign advertising the subdivision of land, sale and/or development thereof, with such sign erected upon the subject property, as distinguished from a real estate sign. Projecting signs and roof signs shall be prohibited from use as subdivision signs.
- (1) **Maximum Sign Area.** **Thirty-two (32) square feet** with a maximum greatest dimension of **eight (8) feet**.
 - (2) **Maximum Number of Signs.** In any subdivision for which a plat has been recorded with the county, non-illuminated subdivision signs may be erected subject to the following requirements:
 - (a) Not more than **two (2)** temporary or **one (1)** permanent sign shall be permitted for any subdivision held in single or common ownership.
 - (b) Temporary subdivision signs may be displayed for a period of time not to exceed **two (2) years** from the date of issuance of the permit for the first building in the subdivision or for the duration of the project, whichever is less, unless an extension for a specific additional period of time is granted by the Board of Zoning Appeals.
 - (3) **Height of Signs.** No subdivision sign shall exceed **twelve (12) feet** in height above the finished grade.

(I) **“Temporary Sign”**. A sign, banner or other advertising device or display constructed of cloth, canvas, cardboard, wall board or other light temporary materials, with or without a structural frame, intended for a temporary period of display; such as decorative displays for holidays or public demonstrations.

- (1) **Maximum Sign Area**. **Forty-eight (48) square feet** or as otherwise specifically permitted by the Board of Appeals.
- (2) **Height of Signs**. Freestanding signs shall not exceed **twenty-five (25) feet** in height from ground level at the base of the sign to the top of the sign.
- (3) **Term of Permit**. Temporary signs shall not remain in place for a period of more than **thirty (30) days** except that the zoning official may extend the time period for an additional **thirty (30) days**. Any further time extension shall thereafter be applied for through the Board of Zoning Appeals.

ORDINANCE NO. 7828

AN ORDINANCE ANNEXATION CERTAIN TERRITORY
TO THE CITY OF BELLEVILLE, ILLINOIS

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

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

WHEREAS, the legal owner of record of said territory and the City have entered into a valid and binding Annexation Agreement relating to the territory described in Exhibit A attached hereto; and

WHEREAS, a written petition, signed by the legal owners of record of the of the land within the territory described in Exhibit A attached hereto, together with 51% of the electors residing thereon, has been filed with the City Clerk of the City of Belleville, Illinois, requesting that said territory be annexed to the City of Belleville; and

WHEREAS, legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois; and

WHEREAS, it is in the best interests of the City that such territory be annexed thereto.

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

Section 1. That the territory described in Exhibit A attached hereto and made a part hereof being indicated on an accurate map of the annexed territory which is appended to and made part of this Ordinance as Exhibit B is hereby annexed to the City of Belleville, St. Clair County, Illinois.

Section 2. That the City Clerk is hereby directed to record with the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, together with an accurate map of the territory annexed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of December, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK

Exhibit A

OLD TITLE & ESCROW SERVICE

120 West Main Street, Suite 110
Belleville, IL 62220
Belleville Office (618) 235-1637
Fax (618) 235-2811

October 3, 2014

RE: Shrine

Our File No: 14-2353

Parcel No.: 07-03.0-100-030

Owner: Missionary Oblates of Mary Immaculate

Legal Description:

All that tract piece or parcel of land in the County of St. Clair, State of Illinois, lying and being a part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 3, in Township 1 North, Range 9 West of the Third Principal Meridian, contained 15.09 acres, more or less, and being more particularly described as follows:

Beginning at the point where the Northeast line of the highway known as Federal Aid Route No.14 intersects the South line of the said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of said Section 3, Township 1 North, Range 9 West; and running thence East along said South line of said quarter-quarter section for a distance of Two Hundred Forty-eight and nine-tenths (248.9) feet to a corner on said line; thence North 3 degrees 51 minutes West for a distance of Thirteen Hundred Sixty-eight and five-tenths (1368.5) feet to a corner; thence South 88 degrees 40 minutes West a distance of Two Hundred Seventy-seven and five-tenths (277.5) feet to a corner; thence South 23 degrees 34 minutes West a distance of Nine Hundred Four and seven-tenths (904.7) feet to the Northeasterly margin of said above mentioned highway; thence South 40 degrees 38 minutes East along said highway line, a distance of Seven Hundred Five and five-tenths (705.5) feet to the point of beginning.

Excepting therefrom, that part conveyed to the State of Illinois for highway purposes.

Also:

Lots Numbers One (1), Two (2), Three (3), Four (4) Five (5), and Six (6) of Marion Farm Subdivision, Re-subdivision Lots 1-2-3-4-5-6-8-9-10-11 Subdivision Pts. Survey 126-127-128-129-130-131-132-625, Commonfields of Cahokia and Northwest ¼ Section 3 T.1N. R.9W., St. Clair County, Illinois, in Book of Plats "Y" on page 51.

Excepting, however, that part conveyed to County of St. Clair, State of Illinois highway purposes.

Also,

Part of the Northwest Quarter (1/4) of Section Numbered Three (3) Township One (1) North, Range Nine (9) West, more particularly described as follows, to-wit:

Commencing at the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Numbered Three (3) and running thence South 88 degrees 40 minutes West along the North line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) a distance of Two Hundred Seventy-seven and five-tenths (277.5) feet; thence North 23 degrees 34 minutes East, Two Hundred and Fifty (250) feet; thence North 44 degrees 23 minutes West, Sixty-six (66) feet; thence North 14 degrees 29 minutes East, Eight-two and five-tenths (82.5) feet; thence North 37 degrees 23 minutes West, One Hundred Twenty-six (126) feet to the right of way of the Southern Railway; thence North 34 degrees 42 minutes East, Thirty-two (32) feet; thence South 47 degrees 48 minutes East, Seven Hundred Thirty-five (735) feet; thence South 43 degrees 16 minutes West, Three Hundred Eighty-four and seven-tenths (384.7) feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4); thence North 3 degrees 51 minutes along the East line, Two Hundred Ninety-eight and one-tenth (298.1) feet to the point of beginning.

Also:

A triangular shaped piece of land in the fractional North Half of the Northwest Quarter, Section 3 in Township 1 North, Range 9 West of the Third Principal Meridian, lying between the Westerly boundary line of the right of way lands of the Southern Railway Company and the right of way of State Bond Issue Route No.157, bounded on the East by the Westerly line of the right of way lands of the Southern Railway Company in the North by the center of the public road running in a Westerly and Southwesterly direction near the North line of said Section 3; bounded on the West by the Easterly line of State Route No.157 as widened and on the South by the Northerly line of United States Survey No.625, now known as Lot 9 of Lakeview Tracts Assessment Plat, a part of the South One-half of Section 3, T.1N., R.9W., and a part of the North One-half of Section 3, T.1N., R.9W., St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "47" on page 13.

Together with the Southerly part of the vacated Briar Hill Road, as vacated by Order Vacating road of the Centerville Road District, dated September 25, 2969, and recorded June 11, 1976 in Book 2402 on page 29, Document No. A524305.

EXCEPTING portions of the above described property that lies within parcel identification Nos.07-03.0-100-028 and 07-03.0-100-029; further excepting portions of the above described property, part of parcel No.07-03.0-100-030, lying Northwesterly of the Old Southern Railroad and that portion that lies Northerly of vacated Briar Hill Road.

NOTE: This exception is for descriptive purposes only; for a true and accurate legal description, a Survey of the subject property would need to be provided.

Parcel No.: 07-03.0-200-005 and 07-03.0400-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Section #3 in Township One (1) North, Range Nine (9) West, Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the intersection of the Northeasterly right-of-way line of Illinois Route 15 (U.S. Route 460) and the Northerly right-of-way line of the Southern Railroad; running thence in an Easterly direction along said railroad right-of-way and making a clockwise angle from the Northeasterly right-of-way line of said Illinois Route 15, of $126^{\circ}40'16''$ a distance of Forty-Eight and Eighty-Nine Hundredths (48.89) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}45'31''$ a distance of One Hundred Two and Three Tenths (102.3) feet to a point, continuing thence Eastwardly along said right-of-way line making a clockwise angle with the last described course of $182^{\circ}48'40''$ a distance of One Hundred Two and Thirty-Five Hundredths (102.35) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}52'05''$ a distance of One Hundred Two and Four Tenths (102.4) feet to a point, continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}55'49''$ a distance of Thirty-Seven and Twenty-Nine Hundredths (37.29) feet to a point; running thence Northwardly along a line making a clockwise angle with the last described course of 90° a distance of Fifty (50.0) feet to a point, continuing thence in an Easterly direction along said right-of-way line at right angles to the last described course a distance of Sixty-Six and Forty-Five Hundredths (66.45) feet to a point; running thence Eastwardly along said right-of-way line making a clockwise angle with the last described course of $182^{\circ}58'29''$ a distance of One Hundred Five and Seven Hundredths (105.07) feet to a point; continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}59'05''$ a distance of One Hundred Five and Twenty One Hundredths (105.21) feet to a point; continuing thence Eastwardly along said right-of-way line and making a clockwise angle with the last described course of $183^{\circ}08'28''$ a distance of One Hundred Five and Forty-Eight Hundredths (105.48) feet to a point; continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $183^{\circ}17'29''$ a distance of One Hundred Five and Twelve Hundredths (105.12) feet to a point, continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}43'07''$ a distance of Seventy and Fifteen Hundredths (70.15) feet to a point; continuing thence Southeastwardly along said right-of-way line and making a clockwise angle with the last described course of $182^{\circ}42'14''$ a distance of Eighty-Six and Fifty-Two Hundredths (86.52) feet to a point; running thence Northwardly along a line making a clockwise angle with the last described course of $65^{\circ}25'09''$ a distance of Nineteen Hundred Forty-Four and Eighty-Nine Hundredths (1944.89) feet to a point, said point being in the North line of the South Half of the said Section 3; continuing thence Northwardly along a line making a clockwise angle with the last described course of $179^{\circ}55'39''$ a distance of Thirteen Hundred Sixty-Five and Seventy-Eight Hundredths (1365.78) feet to a point in the South line of "Lake View Tracts Assessment Plat", reference being had to the plat thereof being recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats '47' on Page '13'; running thence in a Westerly direction along a South line of said "Lake View Tracts Assessment Plat" and making a clockwise angle with the last described course of $89^{\circ}32'11''$ a distance of One Thousand Ninety-Three and Fifteen Hundredths (1093.15) feet to a point; running thence Southerly along the line making a clockwise angle with the last described course of $87^{\circ}27'57''$ a distance of Thirteen Hundred Sixty-Five and Seventy-Four Hundredths (1365.74) feet to a point, said point being the center of said Section 3; running thence Eastwardly along the North line of the South half of said Section 3 and making a clockwise angle with the last described course of $92^{\circ}36'31''$ a distance of Two Hundred (200.0) feet to a point; running thence Southerly along a line making a clockwise angle with the last described course of $268^{\circ}07'14''$ a distance of Eight-Hundred Twenty-Four and Twenty-Five Hundredths (824.25) feet to a point; running thence Southwesterly along a line making a clockwise angle with the last described course of $231^{\circ}04'04''$ a distance of Eight Hundred Twenty (820.0) feet to a point in the Northeasterly right-of-way line of Illinois Route 15 (U.S.

Route 460); running thence Southeastwardly along said right-of-way line and at right angles to the last described course a distance of Five Hundred Ninety and One Hundredth (590.01) feet to the point of beginning and containing 74.56 Acres more or less.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-03.0-300-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of the Southwest $\frac{1}{4}$ of Section 3, Township 1 North, Range 9 West of the Third Principal Meridian, described as follows, to-wit:

Commencing at an iron pipe set firmly in the west line of the Southwest $\frac{1}{4}$ of said Section 3 near the highest point on the line 452.9 feet in a Southerly direction from the Southwest corner of the Northwest $\frac{1}{4}$ of Section 3, said iron stake being the point of beginning of the tract hereby described; thence running in a Northerly direction along said West line of said Section 3, a distance of 50 feet to a point, thence in an Easterly direction at right angles to said Westerly line a distance of 250 feet to a stake; thence at right angles in a Southeasterly direction parallel to the West line of said Section 3, a distance of 348.48 feet to a stake; thence at right angles in a Westerly direction a distance of 250 feet to said Westerly line, thence North along said line a distance of 298.48 feet to the point of beginning, being said stake;

Together with an easement from the above described tract of land to the tab road known as the Brooks Road as said roadway easement is presently located;

Save and except all conveyances of record made prior to the date of recording of this instrument.

Situated in the County of St. Clair and State of Illinois.

Parcel No.: 07-03.0-300-004

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Southwest Quarter of Section 3 in Township One North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-writ:

Commencing the survey thereof at the Southwest corner of said Section Three, running thence Eastwardly along the South line of said Section Three a distance of 795.96 feet to the point of intersection of said South line of said Section Three with the Northwesterly right of way line of the Southern Rail Road, running thence Northeastwardly along the Northwesterly right of way line of the Southern Rail Road a distance of 845.19 feet to a point, running thence Northeastwardly along the Northwesterly right of way line of said

Southern Railroad and on a curve to the right having a radius of 2000.98 feet to the point of intersection of said Northwesterly right of way line of the Southern Rail Road with the Southwesterly right of way line of Federal Aid Route, 14 (U.S. Route 460), reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 42 on page 77, said point being the point 140 feet Southwest of, measured at right angles, Station 271+28.3 of said Federal Aid Route 14, running thence Northwestwardly along the Southwesterly right of way line of said Federal Aid Route 14 a distance of 2406.99 feet to the point of intersection of said Southwesterly right of way line of Federal Aid Route 14 with the North line of the Southwest Quarter of said Section Three, running thence westwardly along the North line of the Southwest Quarter of said Section Three a distance of 614.64 feet to the Northwest corner of the Southwest Quarter of said Section 3, running thence Southwardly along the West line of said Section Three a distance of 402.9 feet to a point, running thence East at right angles a distance of 250 feet to a point, running thence South at right angles and parallel to the West line of said Section 3, a distance of 348.48 feet to a point, running thence West at right angles a distance of 250 feet to a point in the West line of said Section 3, running thence Southwardly along the West line of said Section 3, a distance of 1876.22 feet to the point of beginning. Excepting that part conveyed to the State of Illinois, for the use of the Department of Public Works and Buildings in Warranty Deed dated 90' of September 1962 and recorded in the Recorder's Office of St. Clair County, Illinois, in Book 1828 on page 165, more particularly described as follows:

That portion of the Northwest Quarter Southwest quarter of Fractional Section 3, Township 1 North, Range 9 West of the Third Principal Meridian, that lies Southwesterly of the existing Southwesterly right of way line of Federal Aid Route 14 (marked U.S. Route 460) and Northeasterly of a line described as follows:

Beginning at a point on the North line of said Northwest Quarter Southwest Quarter, said point being 160 feet Southwesterly of the centerline of F.A. Route 14 when measured at right angles thereto; thence Southeasterly along a straight line to a point 175 feet Southwesterly of said centerline of F.A. Route 14 at Station 248+00 when measured at right angles thereto; thence Southeasterly along a straight line to its intersection with the existing Southwesterly right of way line of F.A. Route 14 opposite Station 249+00.

Excepting the coal and other minerals underlying said premises and all conveyances of record made prior to the date of recording of this instrument.

ALSO:

The land required for the locating of the "NORTH SHRINE ROAD" across part of the Southwest Quarter (S.W. ¼), Section Numbered Three (3) in Township One (1) North, Range Nine (9) West of the Third (3') Principal Meridian, St. Clair County, Illinois, as shown on the plat attached hereto and made a part hereof, the same as if incorporated herein, and containing in the tract of land hereby dedicated acres, more or less; as in Deed recorded in Book 1667 at Page 412, Document No. A22262, in the Recorder's Office, St. Clair County, Illinois.

Parcel No.: 07-03.0-300-005 and 07-03.0400-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the South one-half of Section 3 in Township 1 North Range 9 West of the Third Principal Meridian, St. Clair County, Illinois and being more particularly described as follows:

Beginning at the point of intersection of the North line of the South one-half of Section 3 with the Northeasterly right of way line of Federal Aid Route No. 14, also known as U.S. Route #460; reference being had to the plat thereof recorded in the Recorder's Office in the aforesaid County and State in Book of Plats 42 on page 77; said point of beginning being distant 130 feet from and measured along a line that is at right angles with the center line of survey as shown on said plat of Federal Aid Route No. 14; thence from said point of beginning and running in a Southeasterly direction along the Northeasterly right-of-way line of Federal Aid Route No. 14, for a distance of 1800.00 feet to a point; thence in a Northeasterly direction along a straight line that is at right angles to the Northeasterly right-of-way line of said Federal Aid Route No. 14 for a distance of 820.0 feet to a point; thence in a Northerly direction 820.0 feet, more or less, to a point in the North line of the South one-half of said Section 3; said last described point being distant 200.0 feet East from a stone marking the center of said Section 3; thence running West along the North line of the South one-half of said Section 3 for a distance of 1762.0 feet, more or less, to the point of beginning.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-201-015

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of Lot No. 12 of MARION FARM SUBDIVISION, RESUBDIVISIONS OF LOTS 1-2-3-4-5-6-8-9-10 & 11 OF A SUBDIVISION OF PARTS OF U.S. SURVEY OF LOTS 126-127-128-129-130-131-132 & 625 COMMONFIELDS OF CAHOKIA AND NORTHWEST QUARTER SECTION 3. T. 1 N.R. 9 W."; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "Y" on page 51, being more particularly described as follows:

Commencing at the stone that marks the most southerly corner of said Lot 12, said point being the point of beginning of the tract of land herein described; thence in a northeasterly direction along the southeasterly line of said Lot 12, a distance of 97.05 feet to a point; thence in a northwesterly direction along a line running parallel to the southwesterly line of said Lot 12, a distance of 372.8 feet to an iron rod in the R.O.W. line of S.B.I. Route No. 157; thence in a southwesterly direction along the R.O.W. line of S.B.I., Route No. 157, being 80 feet in width, a distance of 99.36 feet to an iron rod which marks the most westerly corner of said Lot 12; thence in a southeasterly direction along the southwesterly line of said Lot 12, a distance of 350.7 feet to the point of beginning. Containing 0.82 acre, more or less.

Excepting therefrom all coal and other minerals underlying the same.

And excepting further the following described real estate, to-wit: That part of the southwesterly V2 of Lot 12 of "Marion Farm Subdivision", being a re-subdivision of Lots 1 through 11 of parts of U.S. Surveys 126, 127, 128, 129, 130, 131, 132 and 625 in the "Commonfields of Cahokia" and the fractional NW 1/4 of Section 3, all in T. 1 N. R. 9. W. of the Third P.M., reference being had to a plat thereof recorded in the Recorder's records of St. Clair County, in Plat Book "Y" on page 51, describes as follows:

That part of said southwesterly 1/2 of Lot 12, that lies southeasterly of the existing southeasterly right of way line of SBI Route 157 and northwesterly of a line that extends from a point on the southeasterly line of said Lot 12, said point being 50 feet southwesterly of and measured at right angles to the centerline of SBI Route 157 to a point on the northeasterly line of the southwesterly 99.3 feet of Lot 11, as measured along the southeasterly line of said Lot 11 of "Marion Farm Subdivision", said point being 60 feet southeasterly of and measured at right angles to the centerline of SBI Route 157, containing 1100 sq. ft., more or less. Conveyed by Louisa Lamprecht, also known as Louise Lamprecht, a widow and not since remarried, to the State of Illinois, for the use of the Department of Public Works and Buildings, by warranty deed dated June 21, 1962, and recorded in Book 1829 on page 1 of the Recorder's Records of St. Clair and State of Illinois.

Situated in the County of St. Clair and State of Illinois.

Subject to all conveyances of record made prior to the date of recording of this instrument.

Parcel No.: 07-04.0-401-004 and 07-09.0-201-003 and part of 07-10.0-100-001

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Lot No. 1, part of Fractional Section No. 4; ALSO Lot No. 1 part of Northeast Fractional Quarter Section 9: ALSO that part of Lot No. 1, part of the Northwest Quarter of Section No. 10, lying Northwest of the right of way of the Cairo Short Line Railroad now Southern Railroad. All in Township 1 North Range 9 West of the Third Principal Meridian; all as shown on plat recorded in the Recorder's Office of St. Clair County, Illinois, in book of Plats "A" on page 395.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-401-011

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North Range Nine (9) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit: Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section Four (4);

thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section a distance of Thirty-Four and Fifty-Nine Hundredths (34.59) feet to a point; running thence South 88°08' West along a line a distance of Four Hundred Forty-Two and Forty-Seven Hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-Five (225.0) feet to a point; running thence South 88°08' West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-Three and Seventy-One Hundredths (433.71) feet to a point; running thence North 88°08' East a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres more or less.

Save and except all conveyances of record made prior to the date of recording of this instrument.

Parcel No.: 07-04.0-401-014

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

That part of the following described real estate lying Southerly of a line running South 88 degrees 8 minutes West from a point 34.59 feet North of the Southeast corner of the Northeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North Range 9 West of the Third Principal Meridian, said real estate being described as;

Part of Lot No. 36, being part of Surveys 117, 118 and 119 of "CAHOKIA COMMONFIELDS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17; said tract being more particularly described in Deed to Don Turner dated July 13, 1948 and recorded in Book 1163 on page 65, lying Southeasterly of the Right of Way of the Southern Railway as now located, and also that part of a tract land situated at or near lake in the County of St. Clair and State of Illinois, being composed of part of Fractional Section 4 of Township I North Range 9 West of the Third Principal Meridian, and parts of Surveys, 120, 121, 122, 123, 124 and 125 of the "CAHOKIA COMMONFIELDS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17, said tract being more particularly described in Deed to L.D. Turner, dated June 23, 1944 and recorded in Book 1117 on page 604; lying Southeasterly of the Right of Way of the Southern Railway.

Situated in St. Clair County, Illinois.

Save and except all conveyances of record made prior to the date of recording of this instrument including without limitation the conveyances recorded in Book 1165, Page 92, Book 1193, Page 61, Book 1192, Page 115, Book 1544, Page 579, Book 1785, Page 417, Book 2488, Page 603, Book 2340, Page 1728 in the St. Clair Recorder's Office.

Parcel No.: 07-04.0-401-017

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter and the Southeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North, Range 9 West of the 3rd Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the Southeast corner of the said Northeast Quarter of the Southeast Fractional Quarter of said Section 4; said point being the point of beginning of the tract herein being described; running thence in a Northerly direction along the East line of said Northeast Quarter of the Southeast Fractional Quarter of said Section 4, a distance of 34.59 feet to a point; running thence in a Westerly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point; running thence in a Southerly direction along a line making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 225 feet to a point; running thence in an Easterly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point in the East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4; running thence in a Northerly direction along said East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4 and making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 190.41 feet to the point of beginning;

EXCEPTING EVERYTHING EAST OF THE WEST LINE OF THE FOLLOWING DESCRIBED TRACT:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North, Range Nine (9) West of the Third (3d) Principal Meridian, described as follows, to-wit:

Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section (4); thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section a distance of Thirty-Four and Fifty-Nine Hundredths (34.59) feet to a point; running thence South 88 degrees 08 minutes West along a line a distance of Four Hundred Forty-Two and Forty-Seven Hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-Five (225.00) feet to a point; running thence South 88 degrees 08 minutes West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-Three and Seventy-One Hundredths (433.71) feet to a point; running thence North 88 degrees 08 minutes East a distance of Two Hundred (200.0) feet to a point; running thence South a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres more or less.

Save and except all conveyances of record made prior to the date of recording of this instrument.

Situated in the County of St. Clair, in the State of Illinois.

Parcel No.: part of 07-04.0-401-018

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of the Northeast Quarter and the Southeast Quarter of the Southeast Fractional Quarter of Section 4 in Township 1 North, Range 9 West of the 3rd Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing the survey thereof at the Southeast corner of the said Northeast Quarter of the Southeast Fractional Quarter of said Section 4; said point being the point of beginning of the tract herein being described; running thence in a Northerly direction along the East line of said Northeast Quarter of the Southeast Fractional Quarter of said Section 4, a distance of 34.59 feet to a point; running thence in a Westerly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point; running thence in a Southerly direction along a line making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 225 feet to a point; running thence in an Easterly direction along a line making a clockwise angle of 88 degrees 08 minutes with the last described course a distance of 1300 feet to a point in the East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4; running thence in a Northerly direction along said East line of said Southeast Quarter of said Southeast Fractional Quarter of Section 4 and making a clockwise angle of 91 degrees 52 minutes with the last described course a distance of 190.41 feet to the point of beginning;

Situated in the County of St. Clair, in the State of Illinois.

Save and except all conveyances of record made prior to the date of recording of this instrument, including without limitation the conveyance set forth in Book 2984, Page 1330 filed with the Recorder's Office of St. Clair County, Illinois.

Parcel No.: 07-09.0-201-004

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Lot 2, lying North of the Southern Railroad in the Northeast 1/4 of Section 9, Township 1 North Range 9 West of the P Principal Meridian reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 395.

Except that part conveyed by deed recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds 1206 on page 167, more particularly described as follows:

Commencing at a monument in the Northwest corner of said Lot No. 2; thence South 33 degrees 30 minutes West 181 feet to a monument; thence South 29 degrees 42 minutes West 94 feet to a marker on the North Right-of-Way line of the Southern Railroad, thence South 50 degrees 25 minutes East 268 feet to a monument being the point of beginning, thence North 30 degrees 0 minutes East 200 feet to a monument; thence South 60 degrees East 135 feet to a pipe; thence South 30 degrees 0 minutes West 200 feet to a monument; then along the Northern Right-of-Way line of the Southern Railroad on a 610 foot radius Northwesterly to the point of beginning, 136 feet.

ALSO EXCEPTING that part thereof more particularly described as:

Commencing at the iron bar that marks the most Southerly corner of the premises described in above mentioned deed recorded in Book 1206 on page 167 of said Recorder's Office, said point being the point of beginning of the tract of land herein described; thence North 30 degrees 00 minutes East, along the Southeasterly line of said premises described in Book 1206 on page 167 a distance of 195.46 feet to the iron bar at the most Easterly corner of said premises described in 1206 on page 167; thence South 84 degrees 15 minutes East, a distance of 197.0 feet to an iron bar; thence South 0 degrees 45 minutes West, a distance of 224.15 feet to an iron bar at the North Right-of-Way line of the Southern Railroad; thence in a Northwesterly direction along the Northerly Right-of-Way line of the Southern Railroad, being a curve to the right a chord distance of 299.86 feet to the point of beginning.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-09.0-201-006

Owner: David Kalert, OMI and Rufus J. Whitley, OMI and Robert Moosbrugger, OMI, as Trustee of the OBLATE REAL ESTATE TRUST, a Taxes trust created pursuant to a Trust Agreement dated January 13, 1999.

Legal Description:

Part of Lot 2, lying North of the Southern Railroad in the Northeast Quarter of Section 9, Township 1 North, Range 9 West of the Third Principal Meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 395, more particularly described as follows, to-wit:

Commencing at the iron bar that marks the most Southerly corner of the premises described in Deed recorded in Book 1206 on page 167 of said Recorder's Office, said point being the point of beginning of the tract of land herein described; thence North 30 degrees 00 minutes East, along the Southeasterly line of said preemies described in Book 1206 on page 167, a distance of 195.46 feet to the iron bar at the most Easterly corner of said premises described in Book 1206 on page 167; thence South 84 degrees 15 minutes East, a distance of 197.0 feet to an iron bar; thence South 0 degrees 45 minutes West, a distance of 224.15 feet to an iron bar on the North right of way line of the Southern Railroad; thence in a Northwesterly direction along the Northerly right of way line of the Southern Railroad, being a curve to the right a chord distance of 299.86 feet to the point of beginning.

Excepting the part of above premises, if any, conveyed to the Southern Traction Company of Illinois by Deed from James Sliment, a widower, dated March 16, 1908 and recorded in Book 396 on page 6, described as follows:

A strip of ground 100 feet in width across the Easterly corner of the Southeast Quarter of Section 9, Township 1 North, Range 9 West, the centerline of which is parallel to and 50 feet distant from the Northerly right of way line of the Illinois Central (Belleville Southern) Railroad and extending across said East half of said Quarter, a distance of 1322 feet.

The Deed above referenced to in Book 1206 on page 167 is as follows:

Commencing at a monument in the Northwest corner of Lot 2, Northeast Quarter Section, Section 9, Township 1 North, Range 9 West of the Third Principal Meridian; thence South 33 degrees and 30 minutes West 181 feet to a monument; thence South 29 degrees 42 minutes West 94 feet, to a market on the North right of way line of the Southern Railroad, thence South 50 degrees 25 minutes East 268 feet to a monument being the point of beginning; thence North 30 degrees East 200 feet to a monument; thence South 60 degrees West 200 feet to a monument; thence along the Northern right of way line of the Southern Railroad a 610 foot radius Northwesterly to the point of beginning, 136 feet.

Situated in the County of St Clair and the State of Illinois.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Save and except all conveyances of record made prior to October 20, 2000.

Parcel No.: 07-04.0-401-006

Owner: OUR LADY OF THE SNOWS FOUNDATION, INCORPORATED

Legal Description:

Part of the Northeast Quarter of the Southeast Fractional Quarter Section 4, Township One (1) North, Range Nine (9) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing the survey thereof at the concrete monument which marks the Southeast corner of said Northeast Quarter of the Southeast Fractional Quarter of Section 4; thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter Section, a distance of Two Hundred Forty-three and three-tenths (243.3) feet to a point in the centerline of a Twenty (20) foot wide private roadway; thence South 88 degrees 8' West, along the center line of said private roadway, a distance of Three Hundred Fifty-one (351) feet to the point of beginning of the tract hereby conveyed; thence Due North, parallel to the East line of said Fractional Quarter-Quarter Section, Six Hundred Twenty-six and thirteen-hundredths (626.13) feet to a point; thence South 88 degrees 8' West, a distance of Four Hundred Seventeen and forty-two hundredths (417.42) feet to a point; thence due South, parallel to the East line of said Fractional Quarter-Quarter Section, a distance of Six Hundred Twenty-six and thirteen hundredths (623.13) feet to a point; thence North 88 degrees 8' East, a distance of Four Hundred Seventeen and forty-two hundredths (417.42) feet to the point of beginning of the tract hereby conveyed and containing six acres, more or less.

Parcel No.: 07-04.0-401-012

Owner: REVEREND OBLATE FATHERS, INC., NOW KNOWN AS MISSIONARY OBLATES OF MARY IMMACULATE

Legal Description:

Part of the Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of Section Four (4) in Township One (1) North, Range Nine (9) West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows, to-wit:

Commencing at the concrete monument which marks the Southeast corner of said Northeast Quarter (1/4) of the Southeast Fraction Quarter (1/4) of said Section Four (4); thence due North (assume bearing from which all other bearings are calculated) along the East line of said Fractional Quarter (1/4) Section, a distance of Thirty-four and fifty-nine hundredths (34.59) feet to a point; running thence South 88 degrees 08' West along a line a distance of Four Hundred Forty-two and forty-seven hundredths (442.47) feet to a point; said point being the point of beginning of the tract herein being described; running thence South a distance of Two Hundred Twenty-five (225.0) feet to a point; running thence South 88 degrees 08' West a distance of Two Hundred (200.0) feet to a point; running thence North a distance of Four Hundred Thirty-three and seventy-one hundredths (433.71) feet to a point; running thence North 88 degrees 08' East, a distance of Two Hundred (200.0) feet to a point; running thence South a distance of Two Hundred Eight and Seventy-One Hundredths (208.71) feet to the point of beginning and containing 1.99 acres, more or less.

Parcel No.: 07-09.0-201-005

Owner: OBLATE REAL ESTATE TRUST

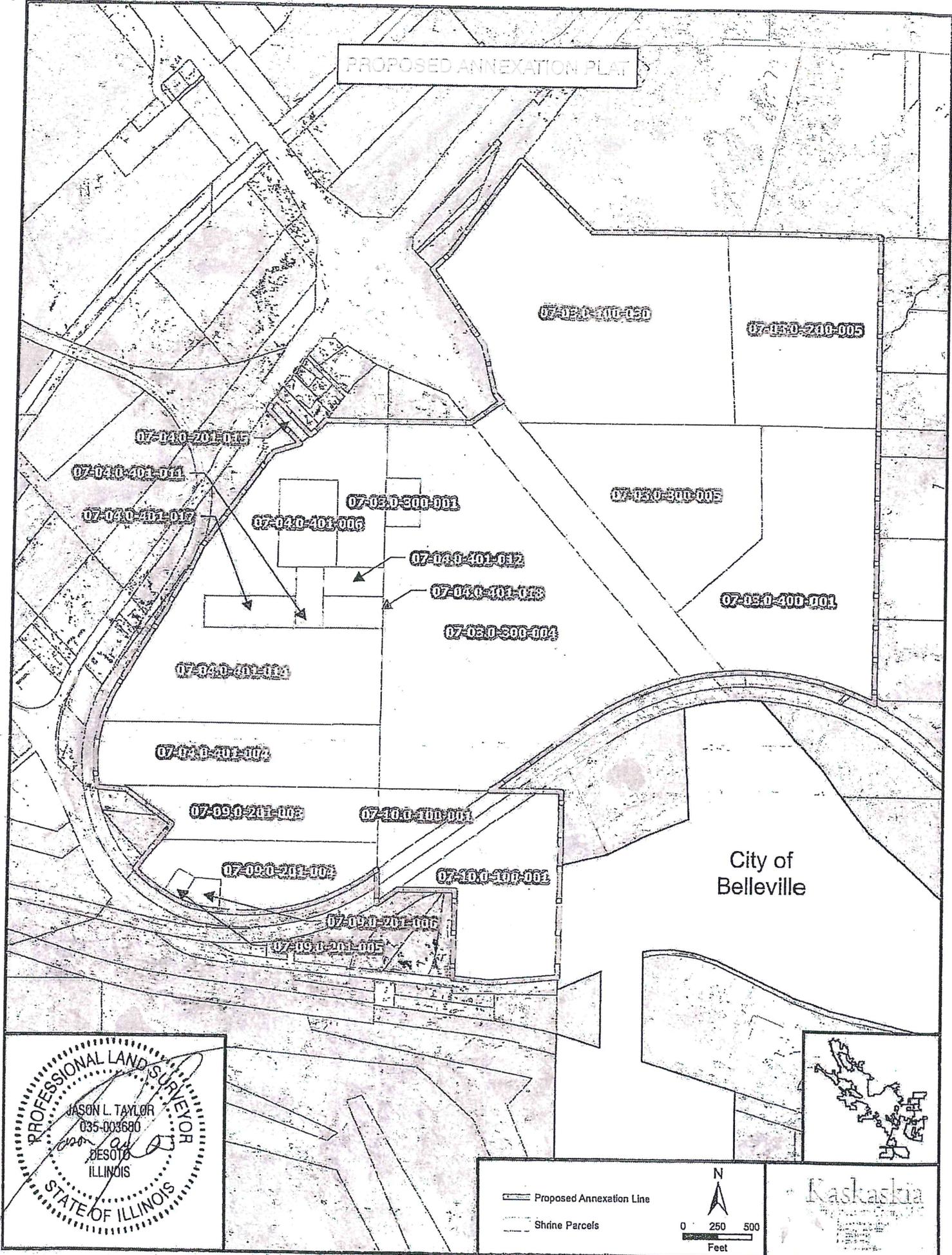
Legal Description:

Part of Lot 2 in the Northeast Fractional Quarter of Section 9, in Township 1 North, Range 9 West of the Third Principal Meridian, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 395, more particularly described as follows:

Commencing at a monument in the Northwest corner of Lot 2, Northeast Fractional Quarter of Section 9 West of the Third Principal Meridian, thence South 33 degrees 30 minutes West, 94 feet to a marker on the North right of way line of the Southern Railroad, thence South 50 degrees 25 minutes East, 268 feet to a monument being the point of beginning, thence North 30 degrees East, 200 feet to a monument; thence South 60 degrees East, 135 feet to a pipe, thence South 30 degrees West, 200 feet to a monument, thence along the Northern right of way line of the Southern Railroad of a 610 feet radius, Northwesterly to the point of beginning.

Exhibit B

PROPOSED ANNEXATION PLAT



City of Belleville

PROFESSIONAL LAND SURVEYOR
JASON L. TAYLOR
035-003680
DESOTO
ILLINOIS
STATE OF ILLINOIS

Proposed Annexation Line
Shrine Parcels

N
0 250 500
Feet

Kaskaskia

Ordinance No. 7829

**AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE
IN THE CITY OF BELLEVILLE, ILLINOIS**

WHEREAS, the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), as amended (the “Act”), authorizes municipalities and counties to designate an “Enterprise Zone”, as that term is defined in the Act, pursuant to a designating ordinance; and

WHEREAS, the City of Belleville (the “City”) approved Ordinance No. 4135 on December 31, 1984, establishing an Enterprise Zone within the City; and

WHEREAS, the Belleville Enterprise Zone is set to expire on December 31, 2016; and

WHEREAS, pursuant to Public Act 97-0905, the City proposes to designate a new Enterprise Zone, pursuant to the Act; and,

WHEREAS, the Act requires that the City adopt a designating ordinance establishing the Enterprise Zone before they can apply to the Illinois Department of Commerce and Economic Opportunity (“DCEO”) for certification of the proposed enterprise zone; and,

WHEREAS, the application for certification must be submitted to DCEO by December 31, 2014, in order to be considered for approval by September 30, 2015, and become effective on January 1, 2016.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Belleville, Illinois, as follows:

SECTION 1. The City hereby establishes an Enterprise Zone, pursuant to authority granted by the Act, subject to the approval of DCEO, and subject to the provisions of the Act.

SECTION 2. The proposed Enterprise Zone, which is the subject of this Ordinance, shall be known as the “Belleville Enterprise Zone” (or the “Zone”).

SECTION 3. The Zone is comprised of those areas of the City, as described in “Exhibit A” and graphically displayed in “Exhibit B”.

SECTION 4. The term of the Zone shall be 15 years, commencing on January 1, 2016, subject to the approval of DCEO. After the 13th year, the Zone is subject to review by the Enterprise Zone Board (as that term is defined in the Act) for an additional 10-year designation beginning on the expiration date of the Zone. During the review process, the Enterprise Zone Board shall consider the costs incurred by the State and the City as a result of tax benefits received by the Zone.

SECTION 5. Qualifications. The City hereby declares and affirms that the Zone is qualified for designation as an enterprise zone in accordance with the provisions of the Act, and further affirms that:

- a. The Zone is contiguous;

- b. The Zone comprises a minimum of one-half square mile and not more than 12 square miles, in total area, exclusive of lakes and waterways;
- c. The Zone is entirely within the City;
- d. The Zone meets at three or more of the eligibility criteria identified in Section 4 of the Act;
- e. On the 20th of October, 2014, the City conducted a public hearing within the proposed Zone on the question of whether to create the Zone, what local plans, tax incentives and other programs should be established in connection with the Zone, and what the boundaries of the Zone should be; and that public notice of such public hearing was published in at least one newspaper of general circulation within the proposed Zone, not more than 20 days nor less than five days before the public hearing.

SECTION 6. Zone Administrator. The position of “Zone Administrator” is hereby created. The Zone Administrator for the Zone shall be the Economic Development Specialist (or his/her designee), who is an employee of the City. The duties of the Zone Administrator shall be performed in addition to the regular duties of the position of Economic Development Specialist. Such duties may include, but are not limited to:

- a. The Zone Administrator shall administer and enforce the Designating Ordinance, and operate and manage the Zone. All appeals from any decision, or determination, of the Zone Administrator shall be taken to City Committees and Council;
- b. The Zone Administrator shall maintain records associated with Zone activities and projects necessary to the preparation of reports required by the Act, the State of Illinois (the “State”) and the City;
- c. The Zone Administrator shall prepare all reports required by the Act and State;
- d. The Zone Administrator shall serve as advisor and staff to the City Committees and Council. He/she shall prepare agendas, minutes, handle correspondence and maintain the records of the Zone; and,
- e. The Zone Administrator shall act as a liaison between the City, St. Clair County (the “County”), the State, any federal agency and any local group in support of the Enterprise Zone program.

SECTION 7. Sales Tax Abatement on Building Materials. Any retailer, as defined in the Retailers’ Occupation Tax Act (35 ILCS 120/1 et. seq.), who makes a qualified sale of building materials to be permanently affixed and incorporated into real estate located within the Zone, in connection with the expansion, rehabilitation or new construction of commercial or industrial projects, may deduct receipts from such sale when calculating the tax imposed by the State, City and County, pursuant to the Retailers’ Occupation Tax Act; provided, however, that said deduction shall be allowed if and only if the retailer obtains from the purchaser an Enterprise Zone Building Materials Exemption Certificate (as that term is defined in the Act, the “Exemption Certificate”), which must contain the Exemption Certificate number, issued to the purchaser by the Illinois Department of Revenue. Upon request from the Zone Administrator, the Illinois Department of

Revenue shall issue an Exemption Certificate for each construction contractor or other entity identified by the Zone Administrator. The Illinois Department of Revenue shall make the Exemption Certificates available directly to the Zone Administrator and each construction contractor or other entity. The Department of Revenue shall issue the Exemption Certificate within three business days after receipt of request from the Zone Administrator. The Exemption Certificates shall be provided to the retailer at the time of sale and maintained by such retailer in its books and records for the purposes of documenting such deduction. Exemption Certificates shall be valid for twelve (12) months from the date of issuance; provided, however, that such Exemption Certificates may be extended for an additional twelve (12) months upon request to the Zone Administrator. Such requests for extension shall not be granted more than twice for any one project, and the requesting party must demonstrate good faith efforts to diligently pursue construction of the project. As a condition of sales tax abatement on building materials under this Section, the purchaser shall make all good faith efforts to use local contractors and local labor to the greatest extent reasonably possible and to purchase as much of the building materials within St. Clair County as reasonably possible.

SECTION 8. Property Tax Abatement. The City authorizes and directs the St. Clair County Clerk to abate ad valorem taxes imposed upon real property which is attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements, for industrial or commercial projects, located within the boundaries of the Zone for the time periods herein specified:

- a. Such abatement shall be at a rate of 50% of the increased assessment amount which would accrue from expansion, rehabilitation or new construction for a period of five (5) years for industrial or commercial projects, beginning with the tax year in which the new increased assessment amount would be levied;
- b. Such abatement shall be allowed only for industrial or commercial projects within the Zone provided that such expansion, rehabilitation or new construction is of such a nature and scope for which a building permit is required, and has been obtained;
- c. The improvements commence after the certification of the Zone by DCEO, and an occupancy permit for such improvements, expansion or rehabilitation must be issued;
- d. No property within a Redevelopment Area created pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. seq.) shall qualify for tax abatement under this Ordinance; and,
- e. As a condition of property tax abatement under this Section, the property owner shall make all good faith efforts to use local contractors and local labor to the greatest extent reasonably possible and to purchase as much of the building supplies and materials within St. Clair County as reasonably possible.

SECTION 9. Permit Fees. The City may waive the normal amount which would be charged for any and all fees or permits for the expansion, rehabilitation or new construction of industrial or commercial projects within the Zone. The provision of this incentive shall not be construed to provide for the elimination of any permit. All construction-related permits shall continue to be required for any projects. The waiver shall not include water tap, sewer tap, or electrical connection fees.

SECTION 10. All programs and benefits made available by the Act to an Enterprise Zone as now existing or hereinafter enacted shall be available within the Zone.

SECTION 11. Designation of the Zone is subject to approval and certification by DCEO, in accordance with the Act.

SECTION 12. That conflicting ordinances or pertinent portions thereof in force at the time this Ordinance shall take effect are hereby repealed.

SECTION 13. The City Clerk is hereby directed to send the original signed copy and two certified copies of this Ordinance to the Economic Development Specialist of the City, to include in the application to DCEO for designation of the Zone.

SECTION 14. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James J. Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____
James Musgrove	_____	_____
Joe Orlet	_____	_____
Lillian Schneider	_____	_____

APPROVED by the Mayor of the City of Belleville, this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
BOUNDARY MAP

Ordinance No. 7830

AN ORDINANCE AMENDING CHAPTER 9 (BOARDS AND COMMISSIONS) BY
AMENDING PORTIONS OF SECTIONS THEREOF

Be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That Section 9-1-1 (B) is hereby amended by deleting it and substituting the following therefore:

"(B) The commission shall consist of not more than nine (9) members appointed by the Mayor, subject to confirmation by the City Council, and such additional non-voting consulting members, as the chair of the commission may appoint, and should have a demonstrated interest in preservation. The commission shall serve without compensation and shall elect a chairman, vice-chairman, secretary, and a treasurer from its own members, whose terms of office shall be for one (1) year and until their successors are elected and have qualified. The commission shall have power to adopt its own rules of procedure, and shall meet not less than four (4) times each year, at the call of the chairman. A majority of duly appointed commissioners shall constitute a quorum. The City Council shall make annual appropriations for the payment of the Commission's expenses."

Section 2. That conflicting ordinances of pertinent portions thereof, in force at the time this ordinance shall take effect, are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, all as provided by law.

Passed by the City Council of the City of Belleville, Illinois on this _____ day of _____, 2014, on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Dorothy Meyer	_____	_____
Janet Schmidt	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
Jim Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____
James Musgrove	_____	_____
Joe Orlet	_____	_____

Lillian Schneider

Mark Eckert
MAYOR

(SEAL)

ATTEST:

CITY CLERK

ORDINANCE NO. 7831

AN ORDINANCE AMENDING CHAPTER 24 (ELECTRICAL CODE) OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS, AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF

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

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

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

Section 1. That **Section 24-1-7** is hereby amended by repealing said Section 24-1-7 in its entirety, and substituting in lieu thereof the following:

24-1-7 INSPECTIONS.

(A) The Electrical Inspector shall inspect and shall require that all installations conform to the 2005 edition of the National Electrical Code as published by the National Fire Protection Association, Inc.

(B) The Electrical Inspector shall have the right during reasonable hours to enter any building in the discharge of his official duties, for the purpose of making any inspection or test of the installation or alteration of electrical equipment contained therein, and shall have the authority to cause the turning off of all electrical currents and to cut or disconnect any conductors where such electrical currents are dangerous to life or property, or may interfere with the work of the Fire Department.

(C) Any reinspection made necessary by the installer's failure to meet this Code shall be charged for each additional inspection, the minimum fee as per fee schedule.

Section 2. That **Section 24-1-9** is hereby amended by repealing said Section 24-1-7 in its entirety, and substituting in lieu thereof the following:

24-1-9 NATIONAL ELECTRIC CODE. No certificate of approval will be issued unless the electrical installation is in strict conformity with the provisions of this Chapter, the statutes of the State of Illinois, the 2005 edition of the National

Electrical Code as published by the National Fire Protection Association, Inc., and Article 690 Solar Photovoltaic (PV) Systems of the 2014 edition of the National Electrical Code, as applicable. (Ord. No. 7408; 07-06-10]

Section 3. That **Section 24-3-6** is hereby amended by repealing said Section 24-3-6 in its entirety, and substituting in lieu thereof the following:

24-3-6 FEES.

(A) The annual fee for licensing shall be as set forth in the attached Fee Commission shall notify each licensee of the annual renewal of his or her license.

(B) **Bond Required.** Prior to being granted a license, the applicant shall file with the Electrical Commission an indemnifying bond with good and sufficient sureties and in the sum as set forth in the attached Fee Schedule. Such bond shall name as the insured the City for the use and benefit of any person with whom such applicant shall thereafter contract to do electrical work. This bond shall indemnify any such person for damages sustained because of the failure of the application to perform the work as contracted according to the articles and provisions of this Chapter. Such bond shall be written by a person, firm or corporation authorized to do business in the State of Illinois and shall be approved by the City prior to the issuance of an electrical license.

(C) **Renewals.** Each holder of a license shall renew his or her license on May 1st of each year. If a license is not timely renewed by May 1st, then the holder shall have a sixty (60) day grace period in which to still renew such license upon payment of the annual fee set forth in the attached Fee Schedule, plus an additional late fee in that same amount. If a license is not renewed before July 1st, such license shall be deemed permanently lapsed and non-renewable, and the holder shall be subject to re-application and re-testing under the process provided under this Article III (Ord. No. 6354; 12-03-01)

Section 4. That the **Electrical Permit – Fee Schedule** is hereby amended by repealing said Electrical Permit – Fee Schedule in its entirety, and substituting in lieu thereof Exhibit A attached hereto.

Section 5. That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

Section 6. Should any portion of this Ordinance be declared void or unenforceable by any court of competent jurisdiction, such ruling shall not affect the validity of the surviving portions of this section.

Section 7. This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication, in pamphlet form, as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of December, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 15th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK

ELECTRICAL PERMIT- FEE SCHEDULE

<p style="text-align: center;">INDIVIDUAL PERMIT- ELECTRIC (Used for upgrading services and wiring)</p>

Fee schedule based upon service size plus additional electrical work to be performed.

1-100 amp= \$35.00

101-200 amp= \$60.00

201-300 amp= \$85.00

301-400 amp= \$110.00

(Above fees based on \$25.00 per 100 amps plus \$10.00 per 1,000 sq. Ft. of improved area or fraction thereof.)

401 amp service and larger- \$50.00 per 100 amps plus \$20.00 per 1,000 sq. ft. improved area or fraction thereof.

Where no new service is involved, fee shall be \$35.00 (Above fees based on \$15.00 plus \$20.00 per 1,000 sq. ft. of improved area or fraction thereof.)

Installation of or alteration to a Burglar Alarm, Fire Alarm, Security or other like system:

\$15.00 per residence

\$25.00 per other use 3,000 sq. ft. or less

\$50.00 per other use over 3,000 sq. ft.

Installation of Solar Photovoltaic (PV) Systems

\$25.00 Residential

\$50.00 Commercial

Energy Management System Installations= \$100.00 {Ord. NO. 7019; 09-04-07}

Service Station Pumps- \$10.00 per pump

Electrical Appliance Permit- \$10.00 per appliance-Water heater and Furnace

Illuminated Signs- \$25.00 per sign

Letters of Certification - \$75.00 + \$5.00 for each 1,000 sq. ft. of floor area certified or fraction thereof

Elevator Fee - \$50.00 (Electrical permit for installation) Inspections are done by the company performing the installation

Minor Electrical Work in addition to a service upgrade- \$15.00

Minimum Fee for any permit- \$15.00

Examination Registration Fee- \$25.00

License Fee- \$50.00 Annually-After May 1st and up to 60 days renewal fee shall be \$100.00 after which the Electrical Contractor must complete process for new applicant.

Bond Requirement - \$10,000.00

ORDINANCE NO. 7832

**AN ORDINANCE AMENDING CHAPTER 52 (TRAFFIC) OF THE
REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS
AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

Section 1. That **Section 52.201** is hereby amended by adding the following stop under Schedule "C-1" thereunder:

SCHEDULE "C-1"

FOUR-WAY AND THREE WAY STOP INTERSECTIONS

FOUR WAY STOP INTERSECTIONS

South Charles Street

and

East Adams Street

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

Section 3. Any person violating this Ordinance shall be subject to the penalties of Chapter 52, Article IX (Penalty).

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

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of December, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7833

A ZONING ORDINANCE IN RE CASE #69NOV14
Dahm & Schell, Inc./Keith Schell & Mary Dahm Schell

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, an application has been filed requesting to rezone the property at 200 Union Ave. from A-1 Single Family Zoning District to C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-5).

Whereas, a public hearing has been held 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 application requesting to rezone the property at 200 Union Ave. from A-1 Single Family Zoning District to C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of zoning code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-5).

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 _____ day of _____, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Dorothy Meyer	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James J. Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK