

Mascoutah City Council

August 3, 2015

REGULAR MEETING AGENDA

City Council Meeting - 7:00 pm

1. PRAYER & PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

4. AMEND AGENDA – consideration of items to be added/ deleted to /from the meeting agenda. *No action can be taken on added items, but may be discussed only. Exceptions – emergency items as authorized by law.*

5. MINUTES, July 20, 2015 City Council Meeting

(Page 1 to Page 5)

6. PUBLIC COMMENTS (3 minutes) – opportunity for the public to comment.

7. REPORTS AND COMMUNICATIONS

- A. Mayor
- B. City Council
- C. City Manager
- D. City Attorney
- E. City Clerk

8. COUNCIL BUSINESS

A. Council Items for Action:

1. PC 15-07 – Rezoning of 618 E. Main Street from General Commercial (GC) to Downtown Commercial (DC) (Second Reading)

(Page 10 to Page 14)

Description: Approval of a rezoning application for 618 E. Main Street from GC, General Commercial, to DC, Downtown Commercial by adoption of ordinance

Recommendation: Council Approval and Adoption of Ordinance.

2. Code Change – Home Kitchen Operation Authorization (Second Reading)

(Page 15 to Page 24)

Description: Approval of an ordinance amending Chapter 7 – Business Code of the City Code and authorizing the direct sale of baked goods under 410 ILCS 625/3.4(a)(c) – Home Kitchen Operation – of the Food Handling Regulation Enforcement Act, as described by 410 ILCS 625/4 – Cottage Food Operation.

Recommendation: Council Approval and Adoption of Ordinance.

3. Engineering Services - \$100K Street Program (Page 25 to Page 31)

Description: Approval of Engineering Services Agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) for preparing Construction Documents for the West Poplar Street Reconstruction Project.

Recommendation: Council Approval.

4. Vacation of Utility Easement – 10 Corrington Place (First Reading)

(Page 32 to Page 35)

Description: Approval for vacation of existing utility easements at 10 Corrington Place (lot 5) by adoption of ordinance.

Recommendation: First Reading.

B. Council – Miscellaneous Items

C. City Manager

10. PUBLIC COMMENTS (3 MINUTES)

11. ADJOURNMENT TO EXECUTIVE SESSION – NONE

12. MISCELLANEOUS OR FINAL ACTIONS

13. ADJOURNMENT

POSTED 7/31/15 at 5:00 PM

**CITY OF MASCOUTAH
CITY COUNCIL MINUTES
#3 WEST MAIN STREET
MASCOUTAH, IL 62258-2030**

JULY 20, 2015

The minutes of the regular meeting of the City Council of the City of Mascoutah.

PRAYER AND PLEDGE OF ALLEGIANCE

City prayer was delivered by Deputy City Clerk Melissa Schanz. The Council remained standing and recited the Pledge of Allegiance.

CALL TO ORDER

Mayor Gerald Daugherty called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Mayor Gerald Daugherty and Council members Ben Grodeon, Paul Schorr, John Weyant, and Pat McMahan.

Absent: None.

Other Staff Present: City Manager Cody Hawkins, Deputy City Clerk Melissa Schanz, City Attorney Al Paulson, City Engineer Ron Yeager, Police Chief Bruce Fleshren, Fire Chief Joe Zinck, Finance Coordinator Lynn Weidenbenner, and Assistant City Manager Lisa Koerkenmeier.

Establishment of a Quorum: A quorum of City Council members was present.

AMEND AGENDA

None.

MINUTES

The minutes of the July 6, 2015 regular City Council meeting were presented and approved as amended.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

Elizabeth Toepfer – stated that she owns and operates Lizzie Bob's Sweets from Scratch, LLC, a licensed and insured home bakery. Asked council to consider approving the Code Change on the agenda tonight for home kitchen operations.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – June 2015 report was provided.

Police Chief Bruce Fleshren – June 2015 report was provided. Police Chief stated that July 4th went well and the force is getting ready for Homecoming.

Finance Coordinator Lynn Weidenbenner – Monthly financials provided.

City Engineer/Director of Public Works Ron Yeager – Status report on public projects and monthly building permits report provided. Councilman Schorr asked about timeline for North 10th Street extension. City Engineer stated that there are telephone line issues and are in contact with the phone company. City Engineer stated that the south portion work will begin after Homecoming. Councilman Weyant asked about the timeline for Fuesser Road. City Engineer stated that right now construction should be completed by October 31st but the concrete truck drivers are on strike so that is causing delays. Councilman Weyant asked about the punch list items on Harnett and how it has been a while since the project was complete and asked why it is taking so long to get those items done. City Engineer stated that he is in contact with the contractor each week but is still waiting for the work to be completed. Councilman Godeon questioned the new timeline for Fuesser Road and if updated project schedules are being provided by the contractor or how are we tracing the progress. City Engineer stated that he is following the last project schedule provided. City Manager stated that the City Engineer is on site every day they are working and TWM is providing the City with work reports. City Engineer stated that they are working on ditch work and other items that do not require concrete while the strike is going on. Mayor asked about the penalties for not being completed by June 1st and what will happen with that. City Engineer stated that they are keeping track of the work that they are doing now and will balance that with when the work was supposed to be completed and assess penalties at project completion.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: Chamber meeting, volunteered at the Visitor's Center, Abilene Trophy presentation at MidAmerica Airport, SLM Water Commission Meeting, IML Summer Board Meeting preparation.

City Council

Godeon – Will be away on Business Travel for meeting of August 17th.

Schorr – Attended the following meetings and functions: Chamber meeting, Planning Commission meeting.

Weyant – Attended the following meetings and functions: Evening Lions Golf Tournament.

McMahan – Attended the following meetings and functions: Chamber meeting, MIA meeting, preparing for Homecoming.

City Manager – Nothing to report.

City Attorney – Nothing to report.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The June 2015 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Councilman Schorr asked about the Senior Center utility bill and if the issues had been fixed with the EPM system. City Manager stated that he will have to check on that.

Grodeon moved, seconded by Schorr, to accept all items under Omnibus consideration.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

2015 MFT OIL & CHIP PROGRAM – BID AWARD

City Manager presented report for Council consideration of approval and authorization of bid for furnishing and applying oil and chip sealing on various streets identified for the 2015 MFT Oil and Chip Program.

Councilman Weyant asked for a list of the roads that are going to be done. City Manager stated that he will provide a list to Council.

Weyant moved, seconded by McMahan, to approve the low bid of \$38,825.60 for oil to JTC Petroleum Company of Maryville, IL and the low bid of \$16,537.50 for slag chips to Beelman Logistics, LLC of East St. Louis, IL for the 2015 MFT Oil and Chip Program.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

CODE CHANGE – HOME KITCHEN OPERATION AUTHORIZATION (FIRST READING)

City Manager presented report for Council consideration of approval and adoption of ordinance amending Chapter 7 – Business Code of the City Code and authorizing the direct sale of baked goods under 410 ILCS 625/3.4(a)(c) – Home Kitchen Operation – of the Foods Handling Regulation Enforcement Act, as described by 410 ILCS 625/4 – Cottage Food Operation.

Councilman Schorr asked who will regulate the monthly gross sales. City Manager stated that it would be the state who would need to regulate the sales. Councilman Schorr asked if a business license is going to be required. City Manager stated that the City will issue a business license. Councilman Schorr asked about signage. City Manager stated

that signage would be regulated by other portions of the Zoning Code and signs are not allowed in residential.

Councilman Grodeon commented on the restrictions of what can be sold and what cannot and who would regulate that. City Attorney stated that it would be on the business owner to comply with the state requirements. Councilman Grodeon asked about the hours of operation. City Attorney stated that they are not allowed to operate like a retail business and it appears that the orders would either be delivered or picked up at a designated reasonable time.

First Reading. No action required.

PC 15-06 – REZONING OF 8.99 ACRES LOCATED WEST OF ILLINOIS STATE ROUTE 4 AND NORTH OF FUESSER ROAD FROM GENERAL COMMERCIAL (GC), TO LIGHT INDUSTRIAL (LI) (SECOND READING)

City Manager presented report for Council consideration of approval of a rezoning application for 8.99 acres located west of Illinois State Route 4 and north of Fuesser Road from GC, General Commercial, to LI, Light Industrial by adoption of ordinance.

McMahan moved, seconded by Schorr, to approve and adopt Ordinance No. 15-14, approving the rezoning of 8.99 acres located west of Illinois State Route 4 and north of Fuesser Road from GC, General Commercial, to LI, Light Industrial, subject to the Findings attached.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

PC 15-07 - REZONING OF 618 E MAIN STREET FROM GENERAL COMMERCIAL (GC), TO DOWNTOWN COMMERCIAL (DC) (FIRST READING)

City Manager presented report for Council consideration of approval of a rezoning application for 618 East Main Street from GC, General Commercial, to DC, Downtown Commercial by adoption of ordinance.

Councilman Schorr asked about the non-confirming status when the residence would remain vacant for more than 6 months. City Attorney stated that it would become non-confirming after 6 months vacancy, but if this is not approved, the owner would not be able to sell since a bank is not going to approve a loan for a property that is in non-confirming status.

First Reading. No action required.

COUNCIL – MISCELLANEOUS ITEMS

Councilman Schorr asked about utility PR article. City Manager stated that with the activities and projects over the summer it did get put on the backburner but will be working on it once some things die down.

Mayor voiced concerns over large pot holes between McKinley and Eisenhower and also at the entrances to the American Legion. City Manager stated that with the American Legion, the City has fixed the pot holes on the road but the American Legion is responsible for their parking lot.

Councilman Schorr questioned the need for surveillance cameras in Kappert's subdivision on roads that have occupied houses. Assistant City Manager will look into it.

Councilman Grodeon commented on the new sidewalk on 6th Street and having that cleaned up before Homecoming.

Councilman Grodeon asked for an update on the pool leak. City Manager stated that it has been fixed temporarily but repairs are still needed so it will be revisited at the end of the pool season.

Councilman Weyant voiced concerns over large pot holes on the alley behind Subway.

Councilman Weyant asked about getting a schedule for ditch maintenance. City Manager stated that right now we focus on the ditches that cause the most problems during floods and do not have a maintenance schedule together like we do for the street improvements.

CITY MANAGER – MISCELLANEOUS ITEMS

City Manager explained that he received a request from a homeowner on Harnett to have the parking restrictions removed on South Lincoln since there are now parking restrictions on Harnett. Council decided that if the homeowner can get all the neighboring homeowners on South Lincoln to sign off agreeing on the removal of the parking restriction then the Council will change it.

PUBLIC COMMENTS

Elizabeth Toepfer – addressed the Council once again and thanked them for their consideration on the Home Kitchen Operation authorization and answered a few questions that were brought up during the meeting.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

McMahan moved, seconded by Schorr, to **adjourn at 8:06 p.m.**

Motion passed. Motion passed by unanimous yes voice vote.


Kari D. Haas, City Clerk

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: PC 15-07 – Rezoning of 618 E. Main Street from General Commercial (GC), to Downtown Commercial (DC) **(Second Reading)**

MEETING DATE: August 3, 2015

REQUESTED ACTION:

Approval of a rezoning application for 618 E. Main Street from GC, General Commercial, to DC, Downtown Commercial by adoption of ordinance.

BACKGROUND & STAFF COMMENTS:

On July 15, 2015, the Planning Commission held a public hearing for PC 15-07, a request to rezone 618 E. Main Street located on the south side of E. Main Street between Bernard and August Streets from GC, General Commercial, to DC, Downtown Commercial.

The applicant, Joseph “Scott” Hutchinson, is the current owner of the subject property. The subject property includes a single-family dwelling built approximately in 1951 and a newer detached double-car garage built in 2004. The property has continuously been used for a single-family dwelling prior to the City of Mascoutah’s adoption of a zoning ordinance in 1969. Under the present GC Zoning District requirements, the existing single-family dwelling is a legal non-conforming structure. The GC District permits residential uses as an accessory use provided they are located on the second floor of the building or at the rear of the building. If the dwelling was destroyed by more than 50% of its fair market value, the dwelling would lose its legal non-conforming status and would not be able to be reconstructed. This restriction would likely impede the sale of the property and/or the ability to secure financing to purchase the property. The applicant desires to rezone the property to a district which would allow the structure to be used for residential or commercial (office) purposes.

Following the public hearing, the Planning Commission voted 5-ayes and 0-nays to approve the rezoning. The Planning Commission meeting minutes are attached. At the hearing, no one spoke in favor or opposition to the rezoning request. Prior to the hearing, one of the adjoining owners spoke that he did not have objection to the property being rezoned to Downtown Commercial.

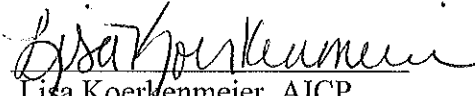
The rezoning request was presented to the City Council at the July 20, 2015 meeting for first reading. In accordance with Section 34-15-7 of the Unified Land Development Code, an affirmative vote of two-thirds of the members of the City Council shall be required to approve any rezoning request or to adopt any amendment to the Code.

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning of 618 E. Main Street from GC, General Commercial, to DC, Downtown Commercial, subject to the Findings attached.

SUGGESTED MOTION:

I move that the City Council approve and adopt Ordinance 15- __, approving the rezoning of 618 E. Main Street from GC, General Commercial, to DC, Downtown Commercial, subject to the Findings attached.

Prepared By:  Approved By: _____
Lisa Koerlenmeier, AICP Cody Hawkins
Assistant City Manager City Manager

Attachments: A – Ordinance, Findings for Approval
B – Minutes from the Planning Commission Meeting and Public Hearing of July 15, 2015

ORDINANCE NO. 15-__

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE IV, OFFICIAL CHANGE TO THE ZONING MAP PER ARTICLE XV OF THE CITY OF MASCOUTAH CODES, COMMONLY REFERRED TO AS THE UNIFIED LAND DEVELOPMENT CODE.

WHEREAS, The City now desires to officially change the City's Zoning Map from General Commercial (GC) to Downtown Commercial (DC) for subject property described as part of the East One-Half of the Northwest Quarter of Section 32, Township 1 North, Range 6 West of the Third Principal Meridian as recorded in Book 2863, page 1416, of St. Clair County Records, and known as Parcel No. 10-32.0-150-007; commonly referred to as 618 East Main Street; and

WHEREAS, City staff and the Planning Commission have processed and recommended approval for this Zone Map change per City regulations; and

WHEREAS, the Planning Commission's official "Report to Council" is represented by a complete report attached hereto and has been forwarded to the City Council for deliberation, approval and adoption of this Zone Map change.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That Chapter 34 "Unified Land Development Code," Article IV – Official Map, is hereby amended to officially change the property described as part of the East One-Half of the Northwest Quarter of Section 32, Township 1 North, Range 6 West of the Third Principal Meridian as recorded in Book 2863, page 1416, of St. Clair County Records, and known as Parcel No. 10-32.0-150-007; commonly referred to as 618 East Main Street; as depicted in Exhibit A, from General Commercial (GC) to Downtown Commercial (DC).

SECTION 2: That the Ordinance shall be in full force and effect from after its passage and approval as provided by law.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St. Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman _____, adopted on the following roll call vote on the 3rd day of August, 2015, and deposited and filed in the Office of the City Clerk in said City on that date.

Attachment A

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Benjamin Grodeon	_____	_____	_____	_____
Paul Schorr	_____	_____	_____	_____
John Weyant	_____	_____	_____	_____
Pat McMahan	_____	_____	_____	_____
Gerald Daugherty	_____	_____	_____	_____

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 3rd day of August, 2015.

Mayor

ATTEST:

City Clerk

(SEAL)

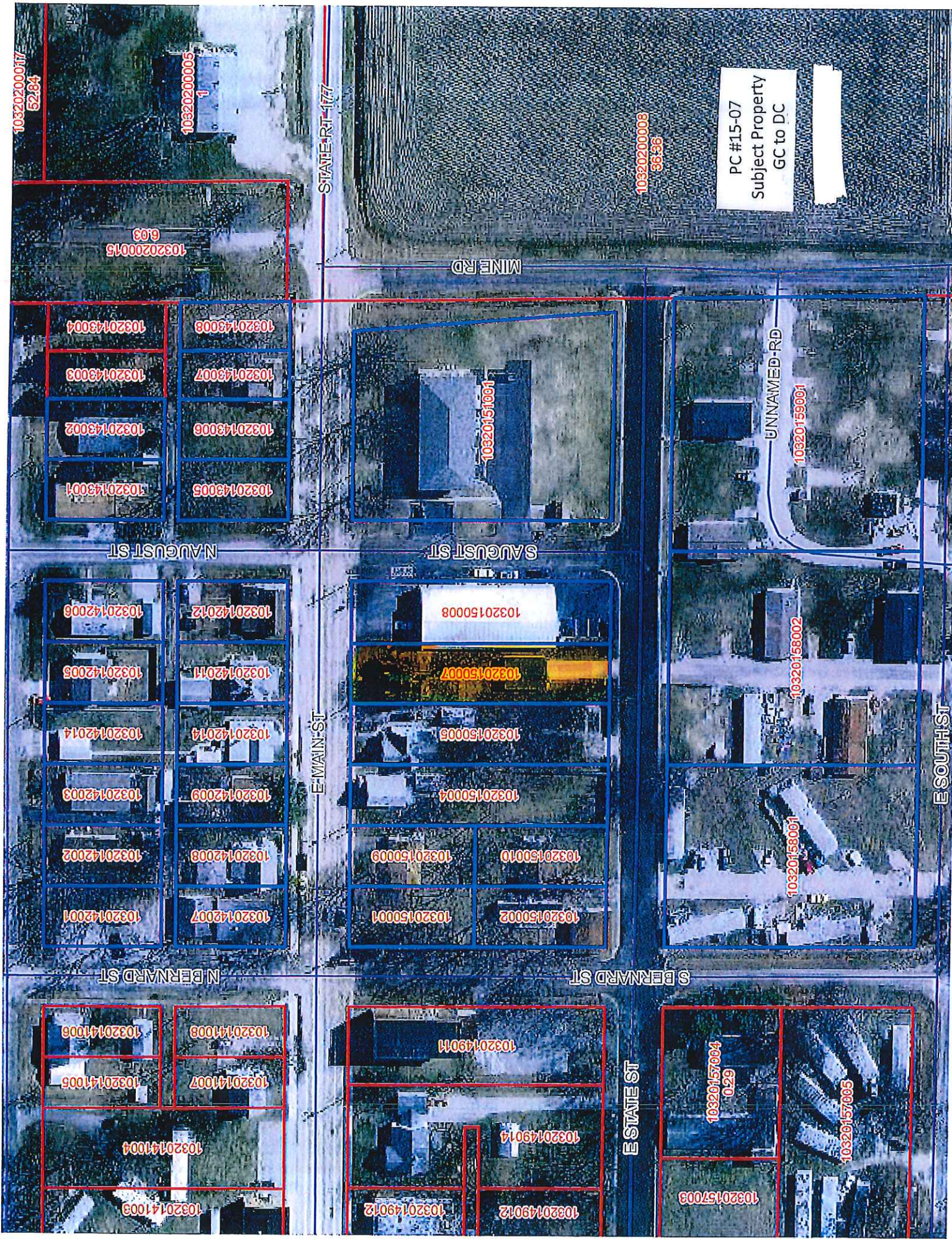
FINDINGS FOR APPROVAL – City Council Version

ZONE CHANGE: 618 E. Main Street

DATE: August 3, 2015

FINDINGS: The Mascoutah City Council, pursuant to the applicants initiated Zone Change for the tract of land described, and after considering the effect of the requested use on the health, safety, morals and general welfare of the residents in the City, specifically finds:

1. The proposed zone change of the site is appropriate, in terms of land patterns in the entire City and its comprehensive plan.
2. The proposed zone change is compatible with surrounding uses and the zoning of nearby property.
3. The land is suitable for the uses permitted in the Downtown Commercial Zoning District.
4. The property value of the subject property will be maintained under the Downtown Commercial Zoning District.
5. The Downtown Commercial Zoning District will promote the health, safety, morals and general welfare of the public.
6. The rezoning application is consistent with good general planning.



PC #15-07
Subject Property
GC to DC

10320200017
52.84

10320200005
1

10320200008
36.36

10320200015
6.03

MINE RD

UNNAMED RD

10320159001

10320158002

10320158001

E SOUTH ST

10320151001

S AUGUST ST

10320150008

10320150007

10320150003

10320150004

10320150010

10320150009

10320150002

10320150001

E MAIN ST

N AUGUST ST

10320142006

10320142005

10320142014

10320142003

10320142002

10320142001

10320142012

10320142011

10320142014

10320142009

10320142008

10320142007

N BERNARD ST

10320141006

10320141005

10320141004

10320141003

10320141008

10320141007

S BERNARD ST

10320149011

10320149014

10320149012

10320149013

E STATE ST

10320157004
0.29

10320157003

10320157005

**CITY OF MASCOUTAH
PLANNING COMMISSION
#3 WEST MAIN STREET
MASCOUTAH, IL 62258-2030**

JULY 15, 2015

The minutes of the Regular Meeting of the Planning Commission of the City of Mascoutah.

PUBLIC HEARING – 7:00PM

PC 15-07 – Rezoning of property at 618 E. Main Street from GC, General Commercial to DC, Downtown Commercial

Assistant City Manager Lisa Koerkenmeier explained that the applicant, Joseph “Scott” Hutchison, is the property owner of 618 E. Main Street and is requesting the property be rezoned from GC, General Commercial to DC, Downtown Commercial. The property is located on the south side of E. Main Street between August Street and Bernard Street. The legal notice for the public hearing was published and notices were sent to 20 property owners within 250’ of the subject property. Staff heard from Dwight O’Dell one of the partners of Mascoutah Acres Mobile Home Park. He received notice of the public hearing and had no issues with the rezoning.

Koerkenmeier informed the Commission that the subject property includes a single-family dwelling built approximately in 1951 and a newer detached double-car garage built in 2004. The property has continuously been used for a single-family dwelling prior to the City of Mascoutah’s adoption of a zoning ordinance in 1969. The block includes the NAPA Auto Parts store and five (5) residential dwelling units. The NAPA store, the subject property and the residential lot west of the subject property are presently zoned General Commercial. Under the present GC Zoning District requirements, the single-family dwellings are legal non-conforming structures. The GC District permits residential uses provided they are located on the second floor of the building or at the rear of the building. If the dwelling was destroyed by more than 50% of its fair market value, the dwelling would lose its legal non-conforming status and would not be able to be reconstructed. This restriction would likely impede the sale of the property and/or the ability to secure financing to purchase the property. The applicant desires to rezone the property to a district which would allow the structure to be used for residential or commercial (office) purposes.

There are several single-family dwelling units to the west of the subject property that front Main Street and are presently zoned O, Office which allows the property to be used for residential or commercial (office) purposes. The O, Office District and DC, Downtown Commercial District permits residential uses by right so long as the residential zone designations (RS-5, RS-8 and RS-10) standards are maintained. The Office District has a minimum district size requirement of one (1) acre while the DC District does not include a minimum district size. The applicant inquired with the property owner to the west if he wanted to join the rezoning petition to either Office or Downtown Commercial, but the adjoining owner declined at this time. Given the minimum district size requirement, the applicant applied for a rezoning to Downtown Commercial.

Attachment B

Koerkenmeier believes the rezoning request should not be considered "spot zoning." Both General Commercial and Downtown Commercial are "commercial" zone designations. It would be desirable to have all commercial land use in the downtown area zoned DC instead of GC to meet the purpose or intent of Downtown Commercial zoning which allows and encourages a mix of residential, office and commercial land use. The subject property is depicted as Commercial on the Land Use Map in the City's Comprehensive Plan, and the DC zoning is appropriate for commercial land use. Additionally, if the subject property and the single-family dwelling to the west would have petitioned and been approved for Office zoning, then the NAPA lot would have been the only remaining commercially zoned property and would appear as a location of "spot zoning."

Staff recommends approval of the rezoning request for property at 618 E. Main Street from GC, General Commercial to DC, Downtown Commercial, subject to the Findings for Approval attached.

There was no further discussion.

PUBLIC HEARING ADJOURNED at 7:21 PM

CALL TO ORDER at 7:22 PM

Chairman Ken Zacharski called the meeting to order.

PRESENT

Commission members Charles Lee, Jack Klopmeier, Glenn Shelley, Jim Connor and Chairman Ken Zacharski were present.

ABSENT – Rich Thompson & Bruce Jung

ALSO PRESENT

Administrative Assistant Melissa Schanz, Assistant City Manager Lisa Koerkenmeier, Councilman Paul Schorr & Applicant Mr. Hutchinson.

ESTABLISHMENT OF A QUORUM

A quorum of Planning Commission members was present.

GENERAL PUBLIC COMMENT

None

AMEND AGENDA

There was no need to amend Agenda.

MINUTES

Lee moved, seconded by Klopmeier, to approve the minutes of the June 17, 2015 Planning Commission Meeting.

THE MOTION BY ROLL CALL

Charles Lee aye, Jack Klopmeier aye, Glenn Shelly aye, Jim Connor aye and Chairman Ken Zacharski aye

5 ayes, 0 nays

PC 15-07 – Rezoning of property at 618 E. Main Street from GC, General Commercial to DC, Downtown Commercial

Discussion was held during the Public Hearing Process. Please see Public Hearing section of these minutes for details.

MOTION

Klopmeier moved, seconded by Lee that the Planning Commission approve the rezoning request for the property located at 618 E. Main Street from GC, General Commercial to DC, Downtown Commercial, subject to the attached Findings for Approval.

THE MOTION BY ROLL CALL

Charles Lee aye, Jack Klopmeier aye, Glenn Shelly aye, Jim Connor aye and Chairman Ken Zacharski aye
5-ayes, 0-nay

WORK SESSION TO UPDATE CHAPTER 34

Lisa Koerkenmeier and the Planning Commission continued the review of Unified Land Development Code, (Chapter 34), Mobile Housing Code (Chapter 23) and Building Codes (Chapter 6). The review process was completed and Lisa Koerkenmeier will put the information in the Code and bring it to the Commission for final review.

MISCELLANEOUS

None

ADJOURNMENT

Lee moved, seconded by Conner, to adjourn at 7:45 p.m.

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: **Code Change – Home Kitchen Operation Authorization
(second reading)**

MEETING DATE: August 3, 2015

REQUESTED ACTION:

Approval of an ordinance amending Chapter 7 – Business Code of the City Code and authorizing the direct sale of baked goods under 410 ILCS 625/3.4(a)(c) – Home Kitchen Operation – of the Food Handling Regulation Enforcement Act, as described by 410 ILCS 625/4 – Cottage Food Operation.

BACKGROUND & STAFF COMMENTS:

PA 98-0643, or the Home Kitchen Operation law, was enacted by the State of Illinois General Assembly in June 2014. The Home Kitchen Operation Law allows a municipality, township or county to adopt an ordinance authorizing the direct sale of non-potentially hazardous baked food in the kitchen of a person's primary domestic residence. The following conditions must be met in order to qualify as a home kitchen:

1. The monthly gross sales do not exceed \$1,000.
2. The food is not a potentially hazardous baked good.
3. A notice is provided to the purchaser that the product was produced in a home kitchen.

Non-potentially hazardous baked foods would include, but not limited to, breads, cookies, cakes and high-acid fruit pies such as apple, peach, cherry, and strawberry. The following are considered potentially hazardous foods and are not allowed for sale by a home kitchen: pumpkin, sweet potato, cheesecake, custard, crème pies and pastries. Please see attached copy of the state statutes for further information on what is allowed and what is not allowed.

These approved home kitchens will not be regulated by the St. Clair County Health Department, but are subject to inspection by the Health Department in the event of a complaint or food-borne illness. The City is aware of a couple residences that already do sell or are wanting to sell baked foods out of their home. Adopting this ordinance according to the state statute will allow the City to obtain business registrations from these individuals and allow for some regulation for their business.

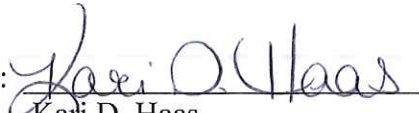
RECOMMENDATION:

Council approval of Ordinance, as attached.

SUGGESTED MOTION:

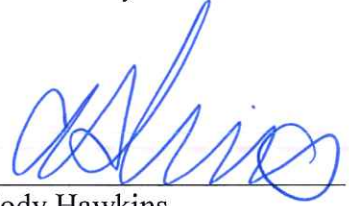
I move that the City Council approve and adopt Ordinance 15-____, thereby amending the Code of Ordinances, Chapter 7 – Business Code adopted of the City of Mascoutah, Illinois; and authorizing the direct sale of baked goods under 410 ILCS 625/3.4(a)(c) – Home Kitchen Operation – of the Food Handling Regulation Enforcement Act, as described by 410 ILCS 625/4 – Cottage Food Operation.

Prepared By:



Kari D. Haas
City Clerk

Approved By:



Cody Hawkins
City Manager

Attachments: A – State Statute
B – Ordinance

(410 ILCS 625/3.4)

(Text of Section from P.A. 98-643)

Sec. 3.4. Home kitchen operation.

(a) For the purpose of this Section, "home kitchen operation" means a person who produces or packages non-potentially hazardous food in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member, or for sale by a religious, charitable, or nonprofit organization, stored in the residence where the food is made. The following conditions must be met in order to qualify as a home kitchen operation:

(1) Monthly gross sales do not exceed \$1,000.

(2) The food is not a potentially hazardous baked food, as defined in Section 4 of this Act.

(3) A notice is provided to the purchaser that the product was produced in a home kitchen.

(b) The Department of Public Health or the health department of a unit of local government may inspect a home kitchen operation in the event of a complaint or disease outbreak.

(c) This Section applies only to a home kitchen operation located in a municipality, township, or county where the local governing body has adopted an ordinance authorizing the direct sale of baked goods as described in Section 4 of this Act.

(Source: P.A. 98-643, eff. 6-10-14.)

Attachment A

17

(410 ILCS 625/4)

Sec. 4. Cottage food operation.

(a) For the purpose of this Section:

"Cottage food operation" means an operation conducted by a person who produces or packages non-potentially hazardous food in a kitchen located in that person's primary domestic residence or another appropriately designed and equipped residential or commercial-style kitchen on that property for direct sale by the owner or a family member, stored in the residence or appropriately designed and equipped residential or commercial-style kitchen on that property where the food is made.

"Department" means the Department of Public Health.

"Farmers' market" means a common facility or area where farmers gather to sell a variety of fresh fruits and vegetables and other locally produced farm and food products directly to consumers.

"Potentially hazardous food" means a food that is potentially hazardous according to the Department's administrative rules. Potentially hazardous food (PHF) in general means a food that requires time and temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

(b) Notwithstanding any other provision of law and except as provided in subsections (c) and (d) of this Section, neither the Department nor the Department of Agriculture nor the health department of a unit of local government may regulate the service of food by a cottage food operation providing that all of the following conditions are met:

(1) The food is not a potentially hazardous baked good, jam, jelly, preserve, fruit butter, dry herb, dry herb blend, or dry tea blend and is intended for end-use only. The following provisions shall apply:

(A) The following jams, jellies and preserves are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants, or a combination of these fruits. Rhubarb, tomato, and pepper jellies or jams are not allowed. Any other jams, jellies, or preserves not listed may be produced by a cottage food operation provided their recipe has been tested and documented by a commercial laboratory, at the expense of the cottage food operation, as being not potentially hazardous, containing a pH equilibrium of less than 4.6.

(B) The following fruit butters are allowed: apple, apricot, grape, peach, plum, quince, and prune. Pumpkin butter, banana butter, and pear butter are not allowed. Fruit butters not listed may be produced by a cottage food operation provided their recipe has been tested and documented by a commercial laboratory, at the expense of the cottage food operation, as being not potentially hazardous, containing a pH equilibrium of less than 4.6.

(C) Baked goods, such as, but not limited to,

breads, cookies, cakes, pies, and pastries are allowed. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants or a combination of these fruits. Fruit pies not listed may be produced by a cottage food operation provided their recipe has been tested and documented by a commercial laboratory, at the expense of the cottage food operation, as being not potentially hazardous, containing a pH equilibrium of less than 4.6. The following are potentially hazardous and prohibited from production and sale by a cottage food operation: pumpkin pie, sweet potato pie, cheesecake, custard pies, creme pies, and pastries with potentially hazardous fillings or toppings.

(2) The food is to be sold at a farmers' market.

(3) Gross receipts from the sale of food exempted under this Section do not exceed \$25,000 in a calendar year.

(4) The food packaging conforms to the labeling requirements of the Illinois Food, Drug and Cosmetic Act and includes the following information on the label of each of its products:

(A) the name and address of the cottage food operation;

(B) the common or usual name of the food product;

(C) all ingredients of the food product, including any colors, artificial flavors, and preservatives, listed in descending order by predominance of weight shown with common or usual names;

(D) the following phrase: "This product was produced in a home kitchen not subject to public health inspection that may also process common food allergens.";

(E) the date the product was processed; and

(F) allergen labeling as specified in federal labeling requirements.

(5) The name and residence of the person preparing and selling products as a cottage food operation is registered with the health department of a unit of local government where the cottage food operation resides. No fees shall be charged for registration. Registration shall be for a minimum period of one year.

(6) The person preparing and selling products as a cottage food operation has a Department approved Food Service Sanitation Management Certificate.

(7) At the point of sale a placard is displayed in a prominent location that states the following: "This product was produced in a home kitchen not subject to public health inspection that may also process common food allergens.".

(c) Notwithstanding the provisions of subsection (b) of this Section, if the Department or the health department of a unit of local government has received a consumer complaint or has reason to believe that an imminent health hazard exists or

that a cottage food operation's product has been found to be misbranded, adulterated, or not in compliance with the exception for cottage food operations pursuant to this Section, then it may invoke cessation of sales until it deems that the situation has been addressed to the satisfaction of the Department.

(d) Notwithstanding the provisions of subsection (b) of this Section, a State-certified local public health department may, upon providing a written statement to the Department, regulate the service of food by a cottage food operation. The regulation by a State-certified local public health department may include all of the following requirements:

(1) That the cottage food operation (A) register with the State-certified local public health department, which shall be for a minimum of one year and include a reasonable fee set by the State-certified local public health department that is no greater than \$25 notwithstanding paragraph (5) of subsection (b) of this Section and (B) agree in writing at the time of registration to grant access to the State-certified local public health department to conduct an inspection of the cottage food operation's primary domestic residence in the event of a consumer complaint or foodborne illness outbreak.

(2) That in the event of a consumer complaint or foodborne illness outbreak the State-certified local public health department is allowed to (A) inspect the premises of the cottage food operation in question and (B) set a reasonable fee for that inspection.

(Source: P.A. 97-393, eff. 1-1-12; 98-660, eff. 6-23-14.)

ORDINANCE NO. 15-__

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CHAPTER 7 – BUSINESS CODE ADOPTED OF THE CITY OF MASCOUTAH,
ILLINOIS; AND AUTHORIZING THE DIRECT SALE OF BAKED GOODS UNDER
410 ILCS 625/3.4(a)(c) – HOME KITCHEN OPERATION – OF THE FOOD HANDLING
REGULATION ENFORCEMENT ACT, AS DESCRIBED BY 410 ILCS 625/4 –
COTTAGE FOOD OPERATION**

WHEREAS, the Mayor and City Council of the City of Mascoutah, Illinois have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety and welfare of its citizens; and

WHEREAS, pursuant to 410 ILCS 625/3.4(a)(c), effective the date of June 10, 2014, the City of Mascoutah, Illinois, may authorize by Ordinance the direct sale of baked goods as described in Section 4 of the Food Handling Regulation Enforcement Act, 410 ILCS 625/4; and

WHEREAS, the Mayor and City Council of the City of Mascoutah, Illinois, believe that it is in the best interest of the City to authorize by Ordinance the direct sale of baked goods as described in Section 4 of the Food Handling Regulation Enforcement Act, 410 ILCS 625/4, to further ensure the continued health, safety, welfare and economic prosperity of the City and its citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1: The recitals set forth above are hereby incorporated herein as if fully set forth.

SECTION 2: The City of Mascoutah, Illinois, pursuant to 410 ILCS 625/3.4(a)(c), hereby authorizes the direct sale of baked goods as described in Section 4 of the Food Handling Regulation Enforcement Act, 410 ILCS 625/4 et seq.

SECTION 3: That CHAPTER 7 – BUSINESS CODE, ARTICLE IV – FOOD ESTABLISHMENTS, be amended as attached.

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

Attachment B

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St. Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman _____, adopted on the following roll call vote on the 3rd day of August, 2015, and deposited and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Benjamin Grodeon	_____	_____	_____
Paul Schorr	_____	_____	_____
John Weyant	_____	_____	_____
Pat McMahan	_____	_____	_____
Gerald Daugherty	_____	_____	_____

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 3rd day of August, 2015.

ATTEST:

Mayor

City Clerk
(SEAL)

CHAPTER 7 – BUSINESS CODE
ARTICLE IV. - FOOD ESTABLISHMENTS

Sec. 7-4-1. - Definition.

The term "*food establishment*" as used in this article, shall be construed to mean any structure, fixed or mobile, room stand, lunch wagon, enclosure, premises, place or establishment used for the preparation, distribution, selling or offering or keeping for sale at retail or wholesale, any article of food, confection, condiment or drink used or intended for human consumption, or any such article which is an ingredient of or is used for or is mixed with or enters into the composition of any such food, confection, condiment or drink.

Sec. 7-4-2. - License required.

No person, firm or corporation shall establish, maintain or operate any food establishment without first having obtained a license as hereinafter required. No license shall be required for any not-for-profit or religious organization.

Sec. 7-4-3. - License fee.

The annual fee for such license shall be \$25.00 and shall be for one year, beginning the first day of February of each calendar year. Application shall be made to the city clerk and the city clerk shall issue such license.

Sec. 7-4-4. - Disposition of fees.

The license fees shall constitute a separate fund to be used to defray the reasonable expense of inspections, hereinafter provided, and for the enforcement of the provisions of this article.

Sec. 7-4-5. - Sanitary requirements.

It shall be the duty of every person, firm or corporation conducting, operating or maintaining a food establishment to keep the floors, walls, pillars, partitions, ceiling, receptacles, refrigerators, implements and machinery of every such establishment, and all cars, trucks, vehicles and containers used in the transportation of food products, in a clean and sanitary condition. For the purposes of the enforcement of this article, unclean and unsanitary conditions shall be deemed to exist if the food in the process of preparation, packing, storing, sale, distribution or transportation is not adequately protected from flies, vermin, dogs, cats, dust, dirt and from other foreign or injurious contamination; or if refuse, dirt or waste products subject to decomposition and fermentation are not removed daily; or if trucks, trays, boxes, buckets or other receptacles or platforms, racks, tables or shelves, or the knives, saws, cleavers or other utensils, or the machinery are not clean, or if the clothing of persons employed therein is unclean; or if no adequate toilet facilities, soap or clean towels are provided for employees handling foods. *The direct sale of baked goods as described in Section 4 of the Food Handling Regulation Enforcement Act, 410 ILCS 625/4, and regulated through the use of a Home*

Kitchen Operation, as described by Section 3.4 of the Food Handling Regulation Enforcement Act, 410 ILCS 625/3.4, of the Illinois Compiled Statutes, is authorized.

Sec. 7-4-6. - Inspections.

It shall be the duty of the city manager to cause to be made such inspections as may be necessary to insure compliance with the provisions of this article.

Sec. 7-4-7. - Penalty.

Any person, firm or corporation violating the provisions of this article shall, upon conviction, be fined not less than \$75.00, nor more than \$750.00 for each offense; and a separate offense shall be deemed committed on each day on which a violation occurs or continues. Any license granted under the provisions of this article may be revoked by the city manager for any violation of section 7-4-5 hereof, and such revocation shall be addition to any fine imposed by virtue of this section.

CITY OF MASCOUTAH
City Manager's Office

Staff Report

TO: Honorable Mayor and City Council

FROM: Cody Hawkins City Manager

SUBJECT: Engineering Services – \$100K Street Program

DATE: August 3, 2015

REQUESTED ACTION:

Approval of Engineering Services Agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) for preparing Construction Documents for the *West Poplar Street Reconstruction Project*.

BACKGROUND INFORMATION:

This project will include reconstructing West Poplar Street from 6th Street to 10th Street with a 5' wide sidewalk on the north side of the roadway. The length of this project is approximately 1,600 feet and the preliminary estimated construction cost ranges from \$260,000 for resurfacing the existing pavement to \$386,000 for complete pavement replacement.

Engineering Services: This request is for engineering services approval. The City Manager recommends approving a contract with TWM for these services for a lump sum price of \$13,500.00 for performing field surveys and preparation of initial conceptual design to evaluate pavement options. This contract will be modified to complete construction documents after this work is completed. See Attachment A – TWM Professional Services Agreement.

FUNDING:

This project will be paid for with General Funds included in this year and next year's budgets.

RECOMMENDATION:

The City Manager recommends approving a contract with TWM for engineering services in the amount of \$13,500.00 for performing field surveys and preparation of conceptual design for the *West Poplar Street Reconstruction Project* from 6th Street to 10th Street.

SUGGESTED MOTION:

I move that the Council accept the City Manager's engineering recommendation to approve TWM for engineering services for the *West Poplar Street Reconstruction Project* from 6th Street to 10th Street and authorize appropriate City officials to execute the necessary documents.

Prepared By: Ron Yeager Approved By: Cody Hawkins
Ron Yeager, City Engineer Cody Hawkins, City Manager

Attachment A – TWM Professional Services Agreement

Municipality Mascoutah	LOCAL AGENCY	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Thouvenot, Wade & Moerchen
Township				Address 4940 Old Collinsville Rd
County St. Clair				City Swansea
Section n/a				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor Company or Companies to which the construction contract was awarded

Section Description

Name Poplar Street Route _____ Length 1600' miles Structure No. _____
Termini 6th Street to 10th Street

Description

The project will study whether project will progress as either a heavy overlay or a total roadway reconstruction, to be determined. The general site has water problems at the SW corner of the school. The lift station there goes underwater under heavy rain, so this will also be studied to determine what can be done. Proposed street improvements to end prior to the radii returns at 6th and 10th, and will end at the back side of radii returns on 9th Street. Driveway improvements to match existing sidewalk on north side between 9th and 10th and at +/- back ditch slope limits on the south side. This initial scope of work to be completed by September 30th.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

- d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☐ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☐ Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

27

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a ☒ A sum of money equal to \$13,500 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. See Attached Manhour Estimate and Scope of Services for the Conceptual Stage.
- b ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

28

**Grade Classification
of Employee**

Hourly Rate

Principal Engineer

Resident Construction Supervisor

Chief of Party

Instrument Man

Rodmen

Inspectors

Per TWM 2015 Rates

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until December 31, 2015. In event the services of the ENGINEER extend beyond this date, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 185 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 185 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Mascoutah, IL _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

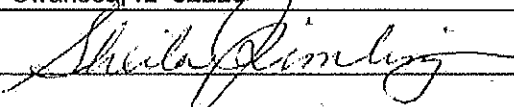
Thouvenot, Wade & Moerchen, Inc.

4940 Old Collinsville Rd

ATTEST:

Swansea, IL 62226

By  _____

 _____

Title: President

Title: Transportation Department Manager

Approved

Date

Department of Transportation

Regional Engineer

Poplar Street, 6th Street to 10th Street, Conceptual Phase

Survey includes:

88 MH We will prepare a topographic survey of the project corridor. The limits of the topographic survey are described as 10 feet beyond the northerly and southerly right of way lines of Poplar Street. In addition, we will include a 50' x 50' grid of the adjoining Mascoutah Elementary School property totaling approximately 10 acres to identify localized drainage features. We will also locate the grass swale located along the westerly property line of said Elementary School from Harnett Street to Poplar Street.

Engineering includes:

- 6 MH · Research existing storm sewer system and verify sizes with field data. Complete minor amounts of analysis
 - 4 MH · Create existing draft P&P sheets (~1600' of roadway)
 - 6 MH · Create existing cross sections @ 100' centers
 - 6 MH · Research existing lift station and prepare conceptual options for modifications
- For two alternates (heavy overlay or total roadway reconstruction):
- 8 MH · Create proposed conceptual profile in coordination with City Engineer
 - 8 MH · Create proposed cross sections on a conceptual basis (@ 100' spacings, no driveway xsections)
 - 4 MH · Complete rough quantities for cost estimation of 2 alternates
 - 2 MH · Prepare Cost Estimates
 - 16 MH · Coordinate with City Engineer for iterations / decision

148 MH Total	\$7,000 survey	88 MH
	\$6,500 design	60 MH
	\$13,500 total	

CITY OF MASCOUTAH
City Manager's Office

Staff Report

TO: Honorable Mayor and City Council

FROM: Cody Hawkins City Manager

SUBJECT: Vacation of Utility Easement – 10 Corrington Place (first reading)

DATE: August 3, 2015

REQUESTED ACTION:

Approval for vacation of existing utility easement at 10 Corrington Place (Lot 5) by adoption of ordinance.

BACKGROUND INFORMATION:

This 7.5' wide easement runs along the west property line of lot 5 and restricts access to the side-load garage. Staff has evaluated the requirements of the easement and have determine that reducing the width from 7.5' to 5' will be adequate for the purpose of the easement and also provide adequate access for the side-load garage. The property owner has agreed to granting the City a 5' wide Drainage and Utility easement along this west property line to replace the 7.5' wide easement upon execution of the requested vacation.

FUNDING:

No cost for this action.

RECOMMENDATION:

The City Manager recommends approving this action as stated in the attached Ordinance.


SUGGESTED MOTION:

I move that the Council approve and adopt Ordinance No. 15-____, Deed of Vacation for vacation of the utility easement at 10 Corrington Place.

Prepared By:


Ron Yeager, City Engineer

Approved By:


Cody Hawkins, City Manager

Attachment A – Ordinance

ORDINANCE _____

DEED OF VACATION

WHEREAS, a plat has been recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, in Book 87, Page 90; and

WHEREAS, The City of Mascoutah has a seven and one-half (7.5) feet wide utility easement on Lot 5 of Corrington Place;

WHEREAS, The City of Mascoutah, now desires to vacate the easement in manner and form as provided by the Statutes of the State of Illinois.

NOW, THEREFORE, The City of Mascoutah does hereby vacate that portion of the Plat as recorded in Book 87 on Page 90 more particularly described as follows:

A strip of land seven and one-half (7.5) feet wide beginning at the northwest corner of lot 5 of Corrington Place, thence east along the north line of said lot 5 to a point being seven and one-half (7.5) feet east of and parallel to the west line of lot 5, thence south to south line of lot 5 to a point seven and one-half (7.5) feet east of the southwest corner of lot 5, thence west along the south line of lot 5 to the southwest corner of lot 5, thence north along the west line of lot 5 a distance of 172.72 feet to the point of beginning, said tract of land being located in Mascoutah Township, East ½ of the Northeast ¼ of Section 31, T. 1 North, R. 6 West, containing 1,295.40 square feet more or less or 0.03 acres more or less.

And the City hereby declares those portions of said plat, herein described, and is enclosed within a line marked in Red on the plat attached hereto, marked Exhibit "A" to be vacated.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St. Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman _____, adopted on the following roll call vote on the ____ day of _____, 2015, and deposited and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Benjamin Grodeon	_____	_____	_____
Paul Schorr	_____	_____	_____
John Weyant	_____	_____	_____
Pat McMahan	_____	_____	_____
Gerald Daugherty	_____	_____	_____

APPROVED by the Mayor of the City of Mascoutah, Illinois, this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk
(SEAL)

