

# Mascoutah City Council

July 6, 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, June 15, 2015 City Council Meeting (Page 1 to Page 6)
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. PC15-06 –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) (First Reading) (Page 7 to Page 27)

Description: 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.

Recommendation: First Reading.
    2. TIF Redevelopment Agreement with Millikins LLC for Redevelopment of Property at 101 E Main and 4 N Market Streets. (Page 28 to Page 51)

Description: Approval of a TIF Redevelopment Agreement with Bill Millikin LLC for redevelopment of property at 101 E Main Street and 4 N Market Street.

Recommendation: Council Approval.

- 3. County Park Grant Resolution** (Page 52 to Page 53)  
Description: Approval by Resolution to proceed with a grant application to the St. Clair County Parks Grant Commission for playground improvements to Maple Park.

Recommendation: Council Approval and Adoption of Resolution.

- 4. Pump House Generator - Installation** (Page 54 to Page 55)  
Description: Approval and authorization of bids for furnishing all labor, equipment and materials to install an emergency backup generator for the Pump House located on North Railway Street.

Recommendation: Council Approval.

**B. Council – Miscellaneous Items**

**C. City Manager**

- Northbrooke Commons (Douglas Apartments) – Application to Enterprise Zone
- Leu Civic Center – Maintenance/Repairs

**10. PUBLIC COMMENTS (3 MINUTES)**

**11. ADJOURNMENT TO EXECUTIVE SESSION**

**A. Sale/Lease of Public Property – Section 2(c)(6)**

**12. MISCELLANEOUS OR FINAL ACTIONS**

**13. ADJOURNMENT**

***POSTED 7/2/15 at 5:00 PM***

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

**JUNE 15, 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 Detective Jared Lambert, Deputy Fire Chief Larry Wesselman, 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 June 1, 2015 regular City Council meeting were presented and stood as presented.

*Motion passed.* Passed by unanimous yes voice vote.

**PUBLIC COMMENTS**

None.

**DEPARTMENT REPORTS**

*Deputy Fire Chief Larry Wesselman* – May 2015 report was provided.

*Police Detective Jared Lambert* – May 2015 report was provided.

*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. Mayor asked about the South 10<sup>th</sup> Street improvements and if the City's part is being done at the same time as the developer. City Engineer stated that we are going to try to coordinate but the City's portion is going to be started at the end of the summer. City Engineer stated that the City's part is from Main Street to the entrance of the new development. Councilman Schorr asked about Harnett Street and what the close out items are and if included the area of Dere Bere where it ponds at Harnett Street. City Engineer stated that they could try to do an overlay in that area but it may make it worse so they will monitor it. Councilman Grodeon stated that he had a question from a resident regarding Fuesser Road and how long the road will be closed when they move to the second phase. City Engineer stated that it should be closed for about 6 weeks from the time they start but still have to provide access to the four residents who live right there. City Engineer stated that the remaining part will last through July and August. Mayor asked if they could still be working on the storm drain work on the east side. City Engineer stated that they could do storm drain work in conjunction with the paving work. Council voiced concerns with the completion date and maybe it should be reevaluated before we start telling residents it is going to be done by the end of August and then it doesn't happen again.

## **REPORTS AND COMMUNICATIONS**

### *Mayor*

Attended the following meetings and functions: Chamber meeting, ground breaking for St. Elizabeth's Hospital, meeting at Scott AFB regarding partnerships, July 4<sup>th</sup> planning meeting, presented a Certificate of Appreciation to a Senior Center volunteer, IML Executive Committee meeting.

### *City Council*

Grodeon – Attended the following meetings and functions: Log Cabin tour, Race for a Cure in St. Louis.

Schorr – Attended the following meetings and functions: Rotary presentation on how to grow grass.

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

McMahan – Attended the following meetings and functions: Chamber meeting, Lions Golf Tournament, spread mulch in Scheve Park playground.

*City Manager* – Nothing to report.

*City Attorney* – Nothing to report.

*City Clerk* – Nothing to report.

## COUNCIL BUSINESS

### CONSENT CALENDAR (OMNIBUS)

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

Councilman Schorr asked about the purchases from Lawnscape Outdoor Services. City Manager stated that this was for some road projects and water line issues where we had disturbed some yards so we brought in a landscape company to do the lawn seeding on those projects.

Councilman Schorr asked about the purchases for Platinum Plus and being the same from the previous month and wanted to make sure we weren't double paying. Finance Coordinator stated that the check from April was voided and reissued in May for the correct amount so that is why it is listed two months in a row with the same descriptions.

Councilman Weyant questioned the roof repairs by Jim Taylor Inc. and the Gary's Tire Center and Lowes purchases and voiced concerns about buying in town. City Manager explained that we find the best price and buy local when we can but is not always possible.

Councilman Grodeon asked about upgrading our phone system to internet lines to reduce cost. City Manager stated that it is in the budget to work on this year.

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

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

### BUSINESS DISTRICT REDEVELOPMENT AGREEMENT WITH MBR IL, LLC FOR DEVELOPMENT OF PROPERTY AT 9785 HAYDEN DRIVE

City Manager presented report for Council consideration of approval of a Business District Redevelopment Agreement with Mark Ratterman, MBR IL, LLC for development of property at 9785 Hayden Drive.

Councilman McMahan asked staff and Council to look at 5.2 City's Determination of Payment of Eligible Redevelopment Project Costs and stated that his thoughts are that it is a conflict. City Attorney stated that it is based on the 1% business district sales tax and only on what their business generates. Assistant City Manager explained how smooth this process should work and how the reimbursement process will work. Council requested to have that paragraph clarified.

Weyant moved, seconded by Grodeon, to approve the Business District Development Agreement with Mark Ratterman, representing MBR IL LLC for the development of property at 9785 Hayden Drive, as amended.

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

**ISSUANCE OF SALES TAX REVENUE BONDS (HUDDLE HOUSE PROJECT) SERIES 2015A AND TAXABLE BUSINESS DISTRICT REVENUE BONDS (HUDDLE HOUSE PROJECT) SERIES 2015B (SECOND READING)**

City Manager presented report for Council consideration of approval of an ordinance authorizing the issuance of Sales Tax Revenue Bonds (Huddle House project) Series 2015A and taxable Business District Revenue Bonds (Huddle House project) Series 2015B in accordance with the terms of the Development Agreement with DDS Properties LLC and SDS Stores, Inc. dba Eddies.

Council asked why it has taken 9 months to bring this second reading back. City Manager explained how it was delayed so that the city and bond counsel could get more accurate sales tax projections.

Councilman Grodeon was concerned about the City's name being on these documents. City Attorney explained that there is no liability for the City and it would not go towards the City's credit rating.

McMahan moved, seconded by Schorr, to approve and adopt Ordinance No. 15-12, authorizing the issuance of Sales Revenue Bonds (Huddle House project) Series 2015A and Taxable Business District Revenue Bonds (Huddle House project) Series 2015B and approve documents and actions in connection with the issuance of the bonds in accordance with the Development Agreement with DDS Properties LLC and SDS Stores Inc. dba Eddies.

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

**APPROVAL OF A BOND COMPLIANCE POLICY AND PROCEDURE**

City Manager presented report for Council consideration of approval of a resolution to approve a Bond Compliance Policy and Procedure. This policy and procedure would be executed for any existing bond and future bonds including the issuance of Sales Tax Revenue Bonds (Huddle House project) Series 2015A and taxable Business District Revenue Bonds (Huddle House project) Series 2015B.

Schorr moved, seconded by McMahan, to approve and adopt Resolution No. 15-16-02, approving a Bond Compliance Policy and Procedure.

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

**PREVAILING WAGE ORDINANCE (SECOND READING)**

City Manager presented report for Council consideration of approval of an ordinance adopting and affirming the City of Mascoutah St. Clair County Prevailing Wage.

Grodeon moved, seconded by Schorr, to approve and adopt Ordinance No. 15-13, thereby reaffirming and establishing the legal prevailing rate of wages for the City of Mascoutah.

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

#### **STREET CLOSINGS – HOMECOMING PARADE**

City Manager presented report for Council consideration of approval of request from Mascoutah Improvement Association for street closings for the annual Homecoming Parade.

Mayor questioned the street closing times and suggested that the ending time be changed from 6:15 p.m. to 7:00 p.m.

McMahan moved, seconded by Schorr, to approve and adopt Resolution No. 15-16-03 to authorize the closing of Main Street from Lebanon Street to Sixth Street and Sixth Street from Main Street to Park Drive, from 4:45 p.m. to 7:00 p.m. on August 1<sup>st</sup> and from 4:45 p.m. to 7:00 p.m. on August 2<sup>nd</sup> for the annual Mascoutah Homecoming Parade, as amended.

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

#### **BID AWARD – EXCAVATOR**

City Manager presented report for Council consideration of approval and authorization of bids for furnishing a compact excavator with accessories.

Mayor and Council questioned the process of how this bidding worked since it was not a detailed bid. City Manager explained that staff wanted more than one bid so we made the bid specs general. Street Department Foreman Marvin McLemore explained that all bids were reviewed and the machine that was chosen was the only one that could dig two different ways without additional accessories and could be worked on locally. City Manager stated that this piece of equipment is what they believe will best suit their needs because of the operation and functionality of the machine which is why they are recommending the purchase of the CAT.

Schorr moved, seconded by Grodeon, to approve the bid of \$69,199.14 to Fabik CAT of Fenton, MO for furnishing model CAT 305.5 E2 Compact Excavator with accessories and authorize appropriate officials to execute the necessary documents.

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

**COUNCIL – MISCELLANEOUS ITEMS**

Councilman Schorr asked about the pool leak and if it has been fixed. City Manager stated that they had to get the pool operational and the company doing the repair work has been scheduled.

Councilman Schorr asked about Brickyard Subdivision and the property being in disrepair for over a year with construction equipment scattered and noxious weeds. City Manager stated that they will have the developer keep the property properly mowed. Assistant City Manager stated that she will look through the Code for any provisions to address the issues and timeframes.

Councilman Weyant commented on the new sign and stated that it looks nice but asked about removing the tree at the 4-way since it blocks the view. City Manager stated that they will discuss it and decide what to do about the tree.

Councilman Weyant stated that he received a phone call and email from Mr. Hulsey and asked if the issue has been taken care of. City Manager stated that he has not heard anything from Mr. Hulsey recently so will look into it.

**CITY MANAGER – MISCELLANEOUS ITEMS**

None.

**PUBLIC COMMENTS**

None.

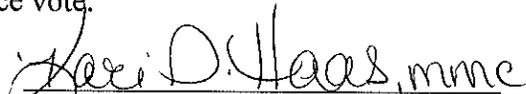
**MISCELLANEOUS OR FINAL ACTIONS**

None.

**ADJOURNMENT**

McMahan moved, seconded by Schorr, to **adjourn at 8:21 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 15-06 – 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) **(First Reading)**

**MEETING DATE:** July 6, 2015

**REQUESTED ACTION:**

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.

**BACKGROUND & STAFF COMMENTS:**

On June 17, 2015, the Planning Commission held a public hearing for PC 15-06, a request to rezone 8.99 acres located west of Illinois State Route 4 and north of Fuesser Road from GC, General Commercial, to LI, Light Industrial.

The applicant, Matt Friederich, has the subject property under contract to purchase contingent on receiving approval to rezone a portion of the property to Light Industrial. The parcel of land under contract is 17.97 acres in size and is presently zoned, GC, General Commercial. The applicant has petitioned to have the western one-half of the parcel, or 8.99 acres, rezoned from General Commercial to Light Industrial. Mr. Friederich currently owns a truck repair shop, equipment dealer and rental business and would likely relocate his business to this property in the near future. The Light Industrial zone would better suit the needs of these types of business services. The parcel has approximately 615 feet of frontage along Illinois Route 4, and the eastern one-half of the parcel, or the 8.99 acres that includes the primary frontage along IL Route 4 would remain zoned GC, General Commercial.

Following the public hearing, the Planning Commission voted 7-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 LI, Light Industrial.

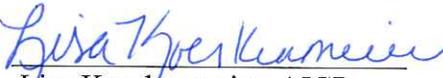
In accordance with Section 34-15-7 of the Unified Land Development Code, an affirmative vote of two-thirds of the members of the City Council shall be required to approve any rezoning request or to adopt any amendment to the Code.

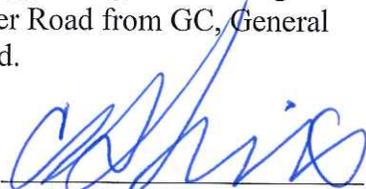
**STAFF RECOMMENDATION:**

Staff recommends approval of the rezoning of 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.

**SUGGESTED MOTION:**

I move that the City Council approve and adopt Ordinance 15- \_\_, 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.

Prepared By:   
Lisa Koerkenmeier, AICP  
Assistant City Manager

Approved By:   
Cody Hawkins  
City Manager

Attachments: A – Ordinance, Findings for Approval  
B – Planning Commission Staff Report  
C – Minutes from the Planning Commission Meeting and Public Hearing of June 17, 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 Light Industrial (LI) for subject property generally described as the West ½ of the described property that is part of the West ½ of the SW ¼ of Section 20, Township 1 North, Range 6 West, of the 3<sup>rd</sup> Principal Meridian, located west of Illinois State Route 4 and north of Fuesser Road, as recorded in the St. Clair County Recorder's Office as Book 3929, Page 438, known as Parcel No. 10-20.0-300-026; and more specifically described in Exhibit A; 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 the West ½ of the described property that is part of the West ½ of the SW ¼ of Section 20, Township 1 North, Range 6 West, of the 3<sup>rd</sup> Principal Meridian, located west of Illinois State Route 4 and north of Fuesser Road, as recorded in the St. Clair County Recorder's Office as Book 3929, Page 438, known as Parcel No. 10-20.0-300-026; and more specifically described in Exhibit A, from General Commercial (GC) to Light Industrial (LI).

**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 20<sup>th</sup> day of July, 2015, and filed in the Office of the City Clerk in said City on that date.

	<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 20<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
Mayor

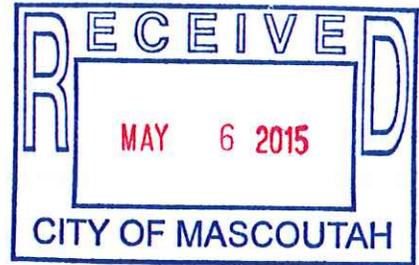
ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

**LEGAL DESCRIPTION**

**EXHIBIT A**



The West ½ of the described property that is part of the West ½ of the SW ¼ of Section 20, T1N, R6W of the 3<sup>rd</sup> P.M. and being more particularly described as follows:

Commencing at the intersection of the West line of said West ½ of the SW ¼ of Section 20 and the Northerly right of way line of Fuesser Road, 40 feet wide; thence North 00° 21' 03" East, on said West line of the West ½ of the SW ¼ of Section 20, a distance of 700.94 feet and the Point of Beginning of the tract herein described; thence continuing North 00° 21' 03" East, on the West line of said West ½ of the SW ¼ of Section 20, a distance of 609.18 feet; thence South 88° 15' 43" East, 1278.15 feet to the Westerly right of way line of Illinois Route 4 (a.k.a. North Jefferson Street); thence South 00° 11' 30" West, on the Westerly right of way line of Illinois Route 4, a distance of 614.89 feet; thence North 87° 59' 07" West, 1280.01 feet to the Point of Beginning.

*Subject Property: 8.99 A*

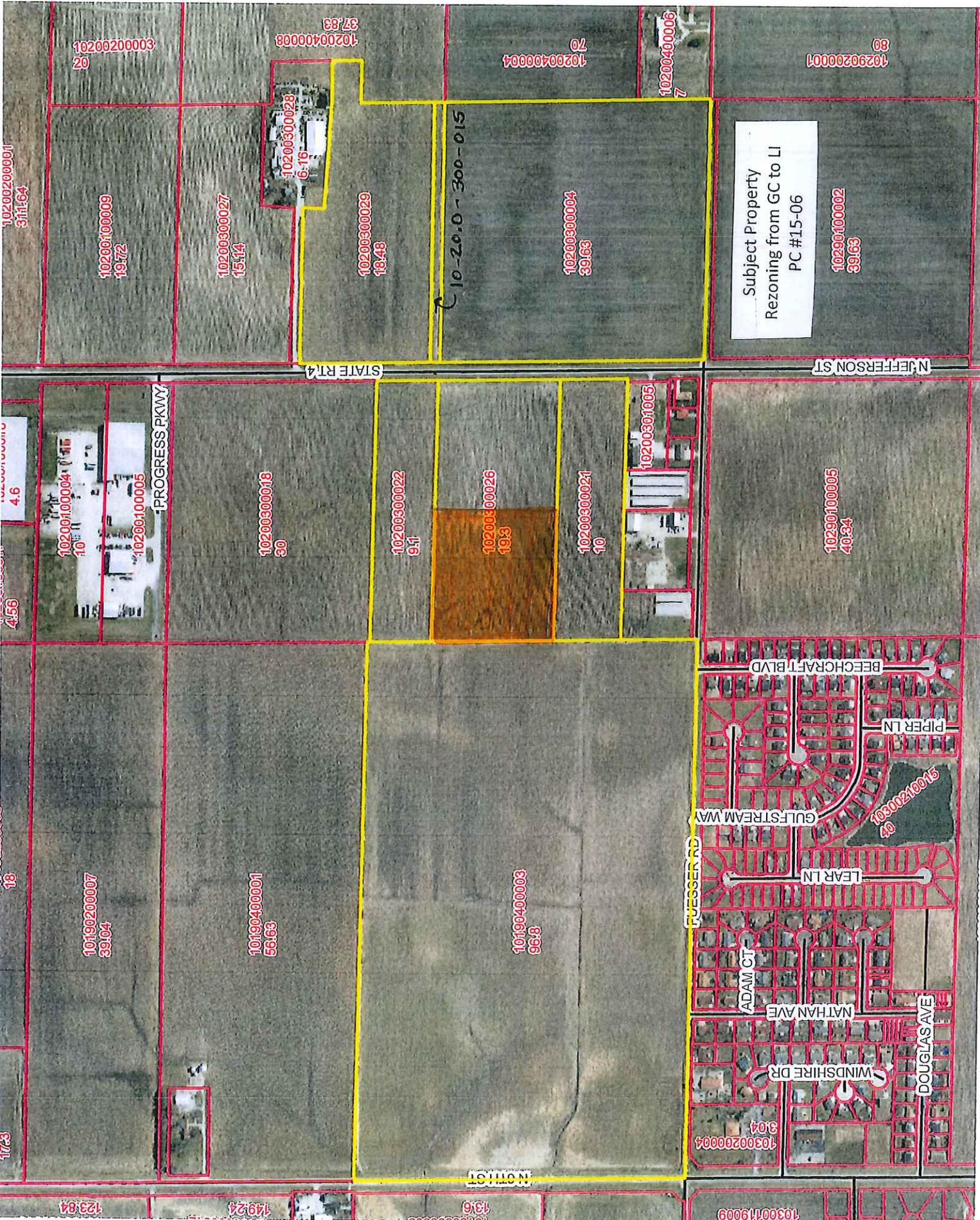
The tract herein described contains 17.97 acres, more or less.

Information Notes:

Parcel ID #: 10-20-0-300-026

Property Address: Route 4 Mascoutah, IL 62258

Prior Deed Reference: Book 3929, page 438



Subject Property  
Rezoning from GC to LI  
PC #15-06

10-20,0 - 300-015

**FINDINGS FOR APPROVAL – City Council Version**

**ZONE CHANGE:** 8.99 acres west of Illinois State  
Route 4 and north of Fuesser Road

**DATE:** July 20, 2015

**FINDINGS:** The Mascoutah City Council, pursuant to the applicant's 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 the City's Zoning Code requirements.
2. The proposed zone change is compatible with surrounding industrial uses and the LI, Light Industrial and GI, General Industrial zoning of nearby property.
3. The rezoning application is consistent with good general planning.
4. The proposed zone change encourages land use compatibility with adjacent uses.
5. The proposed zone change is deemed desirable to promote the general welfare of the City.

**CITY OF MASCOUTAH**  
Mascoutah, Illinois

**TO:** Planning Commission

**FROM:** Cody Hawkins, City Manager

**SUBJECT:** **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)**

**MEETING DATE:** June 17, 2015

**REQUESTED ACTION:**

Public hearing by the Planning Commission and review 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.

**BACKGROUND & STAFF COMMENTS:**

The applicant, Matt Friederich, has the subject property under contract to purchase from Terry Johnson, contingent on receiving approval to rezone a portion of the property to Light Industrial. The parcel of land under contract is 17.97 acres in size and is presently zoned, GC, General Commercial. The applicant has petitioned to have the western one-half of the parcel, or 8.99 acres, rezoned from General Commercial to Light Industrial. Mr. Friederich currently owns a truck repair shop, equipment dealer and rental business and would possibly relocate his business to this property in the near future. The Light Industrial zone would better suit the needs of these types of business services. The parcel has approximately 615 feet of frontage along Illinois Route 4, and the eastern one-half of the parcel, or the 8.99 acres that includes the primary frontage along IL Route 4 would remain zoned GC, General Commercial.

**DISCUSSION POINTS / ISSUES:**

**Land Use and Zoning Requirements:** The entire 17.97 acre parcel was annexed into the City limits in August 1993 and zoned AG, Agricultural. In December 1996, the owners requested that the property be rezoned to B-2, General Business. When the City adopted a revised Zoning Code in 2000 which included new zoning classifications, the properties zoned B-2, were zoned GC, General Commercial. Due to the General Commercial zoning, the property is depicted as Commercial on the Land Use Map in the City's Comprehensive Plan.

Land to the north and south is zoned GC, General Commercial, land to the west is zoned Light Industrial, and land to the east is zoned AG, Agricultural and is located in unincorporated St. Clair County. The land contiguous to the subject property is currently used for agriculture. However, there are businesses further north of the property along Illinois Route 4 and further south of the property along Fuesser Road that would be better suited in light industrial zones but are also zoned General Commercial.

<u>Property</u>	<u>Comp. Plan</u>	<u>Zoning</u>	<u>Existing Land Use</u>
Site	Commercial	General Commercial	Agricultural
North:	Commercial	General Commercial	Agricultural
South:	Commercial	General Commercial	Agricultural
East:	Industrial	Agricultural (County)	Agricultural
West:	Industrial	Light Industrial	Agricultural

**Utilities:** The subject property is served by a municipal 10” water main and an 18” gravity sewer main located along Illinois State Route 4. The property is served by municipal electric services and Ameren natural gas services. These utilities would be adequate if the property was developed for commercial and light industrial purposes. Specific details for utilities and drainage would be designed when the property is platted and developed.

**Traffic Study/Improvements:** When the property is platted and developed, an access point for the development from Illinois State Route 4 would have to be approved by Illinois Department of Transportation (IDOT). Staff recommends that a single access point from Illinois Route 4 be approved to serve the entire 17.97 acre parcel and land further to the west. Staff would discourage multiple access points from Illinois Route 4 which would encourage strip development along Illinois Route 4. Sidewalk requirements should be considered at the time the property is subdivided and platted.

**Airport Overlay:** The property is located in the Airport Overlay District, specifically the AO-3, Height Restriction Area. An application to rezone the property does not require the review of Scott Air Force Base. If a proposal and/or development application for the property includes the construction of a new structure greater than 100 feet or higher, or the construction of a use that could attract high levels of birds or wildlife, such a retention pond, then the proposal and/or development application must be reviewed by Scott AFB.

**Public Notice:** A request to rezone property requires a public hearing before the Planning Commission. The legal notice for the public hearing was published and notices were sent to 7 property owners within 250’ of the subject property. As of the date of this report, staff has not received any correspondence regarding this rezoning petition.

**Zoning Amendment Review:** In accordance with Sections 34-15-4 and 34-15-7, any proposed rezoning/map amendment shall be reviewed by the Planning Commission and a public hearing held to review the application. An affirmative vote of two-thirds of the members of the City Council shall be required to approve any rezoning request.

**REVIEW AND APPROVAL CRITERIA:** The current Unified Land Development Code does not list specific review criteria to consider for rezoning requests. However the following criteria are typically the key factors used by the courts when considering whether a property should be rezoned.

- The existing use and zoning of nearby property.
- The extent to which property values are diminished by the particular zoning restriction.

- The extent to which the diminution of property values of the subject property promotes the health, safety, morals and general welfare of the public.
- The relative gain to the public vis-à-vis the hardship imposed upon the individual property owner.
- The suitability of the subject property for zoned purposes.
- The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property.
- The care with the City has undertaken to plan its land use development.
- The evidence or lack thereof of the City's need for the proposed use.

**RECOMMENDATION:**

Staff recommends approval of the rezoning request for 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:**

I move that the Planning Commission approve the rezoning request for 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 Lee SECOND Jung

Ayes 11/11 Nays \_\_\_\_\_ Abstentions \_\_\_\_\_

Approved By: [Signature]  
Cody Hawkins  
City Manager

Prepared By: [Signature]  
Lisa Koerkenmeier, AICP  
Assistant City Manager

- Attachments:
- A – Findings
  - B – Location/Zoning Map
  - C – Aerial/Parcel Map of Site
  - D - Photos of Subject Property
  - E – Narrative Provided by the Applicant
  - F – Public Hearing Notice

**FINDINGS FOR APPROVAL – Planning Commission Version**

**ZONE CHANGE:** 8.99 acres west of Illinois State  
Route 4 and north of Fuesser Road

**DATE:** June 17, 2015

**FINDINGS:** The Mascoutah Planning Commission, pursuant to the applicant's 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 the City's Zoning Code requirements.
2. The proposed zone change is compatible with surrounding industrial uses and the LI, Light Industrial and GI, General Industrial zoning of nearby property.
3. The rezoning application is consistent with good general planning.
4. The proposed zone change encourages land use compatibility with adjacent uses.
5. The proposed zone change is deemed desirable to promote the general welfare of the City.

Attachment A



■ **CORPORATE OFFICE**  
4940 OLD COLLINGSVILLE RD.  
SWANSEA, ILLINOIS 62226  
TEL (618) 624-4488  
FAX (618) 624-5688  
corp@twm-inc.com

□ **WATERLOO OFFICE**  
113 SOUTH MAIN STREET  
WATERLOO, ILLINOIS 62238  
TEL (618) 638-3050  
FAX (618) 638-3038  
waterloo@twm-inc.com

□ **EDWARDSVILLE OFFICE**  
600 COUNTRY CLUB VIEW, SUITE 1  
EDWARDSVILLE, ILLINOIS 62025  
TEL (618) 658-4040  
FAX (618) 658-6543  
edwardsville@twm-inc.com

□ **ST. LOUIS OFFICE**  
720 OLIVE ST., SUITE 200 A  
ST. LOUIS, MISSOURI 63101  
TEL (314) 241-8300  
stlou@twm-inc.com

# ZONING MAP

## CITY OF MASCOUTAH

### ST. CLAIR COUNTY, ILLINOIS

MARCH 2014

#### LEGEND

- AG, AGRICULTURAL
- RS-10, SINGLE-FAMILY RESIDENTIAL
- RS-8, SINGLE-FAMILY RESIDENTIAL
- RS-5, SINGLE-FAMILY RESIDENTIAL
- RT, TWO-FAMILY RESIDENTIAL
- RM, MULTIPLE-FAMILY RESIDENTIAL
- RMH, MOBILE HOME RESIDENTIAL
- O, OFFICE
- NC, NEIGHBORHOOD COMMERCIAL
- DC, DOWNTOWN COMMERCIAL
- GC, GENERAL COMMERCIAL
- LI, LIGHT INDUSTRIAL
- GI, GENERAL INDUSTRIAL
- AP, AIRPORT
- AIRPORT OVERLAY DISTRICT
- COMMUNITY FACILITY DISTRICT
- NOISE IMPACT ZONE
- HEIGHT HAZARD ZONE
- CITY BOUNDARY
- ENTERPRISE ZONE
- TIF BOUNDARY
- MBD, MASCOUTAH BUSINESS DISTRICT

PAVEMENT LENGTHS. = .100 MILES  
CORPORATE LIMITS AREA = 6,202 ACRES

Subject Property  
Rezoning from GC to LI  
PC #15-06

SCALE: 1"=800'



**Subject Photos**

PC 15-06, 8.99 acres west of Illinois State Route 4 and north of Fuesser Road  
Rezoning from GC to LI



Subject Property

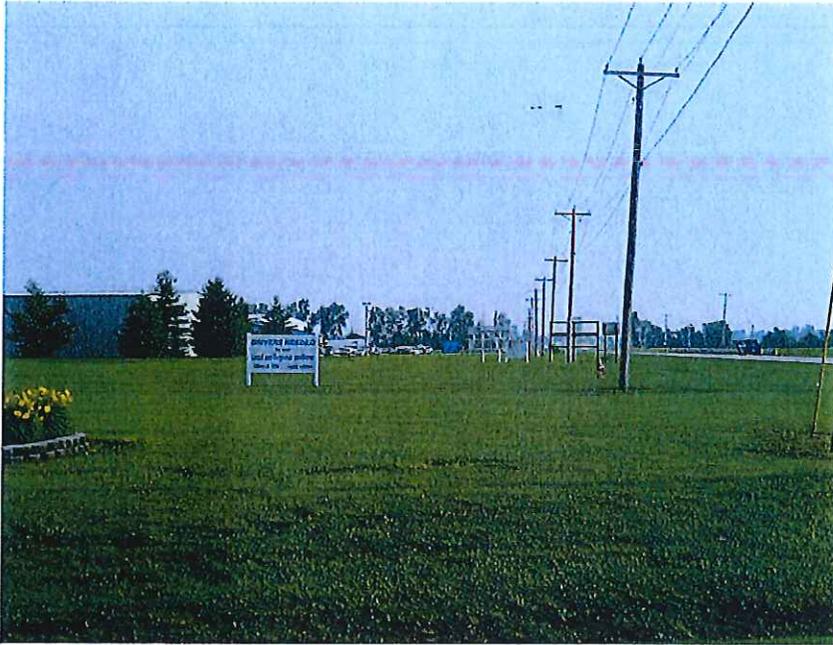


Looking south

Attachment D

## Subject Photos

PC 15-06, 8.99 acres west of Illinois State Route 4 and north of Fuesser Road  
Rezoning from GC to LI



Looking north

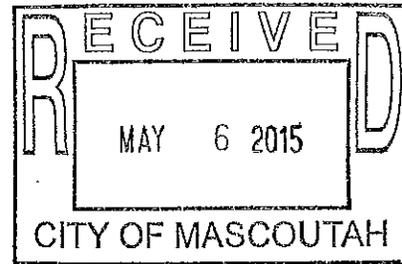


Looking south

Project Narrative

Rt. 4 – Mascoutah IL

Parcel # 10-20-0-300-026



I would like to re-zone the back half of the property per the legal description to light industrial. I feel this property being zoned light industrial will better suit the needs of my business and future businesses.

I currently own a repair shop, equipment dealer and rental business that I would possibly like to relocate to this location in the near future. A light industrial zone would better suit my business needs.

**CITY OF MASCOUTAH  
# 3 WEST MAIN ST.  
MASCOUTAH IL. 62258  
618-566-2964 EXT. 122**

## **NOTICE OF PUBLIC HEARING**

The City of Mascoutah Planning Commission will conduct a Public Hearing on **Wednesday, June 17, 2015, at 7:00 PM** in the City Council Chambers at City Hall, #3 West Main Street, Mascoutah, IL 62258.

The purpose of this hearing is to consider rezoning the following described tract of land located west of Illinois State Route 4 and north of Fuesser Road from GC, General Commercial, to LI, Light Industrial:

The West ½ of the described property that is part of the West ½ of the SW ¼ of Section 20, T1N, R6W of the 3<sup>rd</sup> P.M. and being more particularly described as follows:

Commencing at the intersection of the West line of said West ½ of the SW ¼ of Section 20 and the Northerly right of way line of Fuesser Road, 40 feet wide; thence North 00° 21' 03" East, on said West line of the West ½ of the SW ¼ of Section 20, a distance of 700.94 feet and the Point of Beginning of the tract herein described; thence continuing North 00° 21' 03" East, on the West line of said West ½ of the SW ¼ of Section 20, a distance of 609.18 feet; thence South 88° 15' 43" East, 1278.15 feet to the Westerly right of way line of Illinois Route 4 (a.k.a. North Jefferson Street); thence South 00° 11' 30" West, on the Westerly right of way line of Illinois Route 4, a distance of 614.89 feet; thence North 87° 59' 07" West, 1280.01 feet to the Point of Beginning. The tract herein described contains 17.97 acres, more or less.

Anyone interested in this hearing may appear and be heard for or against. The regular meeting of the Planning Commission shall follow this hearing wherein the Commission shall make a recommendation on this request.

Questions or requests for further details can be directed to the City Manager's Office, City Hall, 618- 566-2964, ext. 122. Comments in writing may be forwarded to the City Manager's Office, 3 West Main St., Mascoutah, IL 62258.

Posting Date: **May 25, 2015**

MASCOUTAH PLANNING COMMISSION  
Ken Zacharski, Chairman

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

**JUNE 17, 2015**

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

**PUBLIC HEARING – 7:00PM**

**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)**

Assistant City Manager Lisa Koerkenmeier gave overview of project for applicant, Matt Friederich's rezoning. Matt has the subject property under contract to purchase from Terry Johnson, contingent on receiving approval to rezone a portion of the property to Light Industrial. The parcel of land under contract is 17.97 acres in size and is presently zoned, GC, General Commercial. The applicant has petitioned to have the western one-half of the parcel, or 8.99 acres, rezoned from General Commercial to Light Industrial. Mr. Friederich currently owns a truck repair shop, equipment dealer and rental business and would possibly relocate his business to this property in the near future. The Light Industrial zone would better suit the needs of these types of business services. The parcel has approximately 615 feet of frontage along Illinois Route 4, and the eastern one-half of the parcel, or the 8.99 acres that includes the primary frontage along IL Route 4 would remain zoned GC, General Commercial.

Koerkenmeier explained that 7 property owners were notified within 250' of the subject property. Mr. Wilke an adjoining property owner was the only one who contacted staff with questions and said he was not against the rezoning.

Land Use and Zoning Requirements of the surrounding properties were discussed. Land to the north and south is zoned GC, General Commercial, land to the west is zoned Light Industrial, and land to the east is zoned AG, Agricultural and is located in unincorporated St. Clair County. The land contiguous to the subject property is currently used for agriculture. Koerkenmeier stated there are businesses further north of the property along Illinois Route 4 and further south of the property along Fuesser Road that would be better suited in light industrial zones but are also zoned General Commercial.

Staff feels that utilities for the property would be adequate if the property was developed. It is served by a municipal 10" water main and an 18" gravity sewer main located along Illinois State Route 4. The property is served by municipal electric services and Ameren natural gas services.

When the property is platted and developed, an access point for the development from Illinois State Route 4 would have to be approved by Illinois Department of Transportation (IDOT). Staff recommends that a single access point from Illinois Route 4 be approved to serve the entire 17.97 acre parcel and land further to the west.

The subject property is located in the Airport Overlay District, Specifically the AO-3, Height Restriction Area. Koerkenmeier stated that an application to rezone the property does not

require the review of Scott Air Force Base at this time. If a proposal and/or development application for the property includes the construction of a new structure greater than 100 feet or higher, or the construction of a use that could attract high levels of birds or wildlife, such a retention pond, then the proposal and/or development application must be reviewed by Scott AFB.

Matt Frienderich, the applicant answered the Commissions questions regarding his plan for the property, future development of the property and relocating his truck repair and rental business to the site. He explained that his business includes renting trucks and equipment to vac sewage and debris. Most of its clients are municipalities.

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, Rich Thompson, Bruce Jung, Jim Connor and Chairman Ken Zacharski were present.

**ABSENT** - None

**ALSO PRESENT**

Administrative Assistant Melissa Schanz, Assistant City Manager Lisa Koerkenmeier, Code Enforcement Official Danny Schrempp, Councilman Schorr, Matt Friederich and Terry Johnson.

**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**

Klopmeier moved, seconded by Lee, to approve the minutes of the May 20, 2015 Planning Commission Meeting.

**THE MOTION BY ROLL CALL**

Charles Lee aye, Jack Klopmeier aye, Glenn Shelly aye, Rich Thompson aye, Bruce Jung aye, Jim Connor aye and Chairman Ken Zacharski aye  
7 ayes, 0-nays

**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)**

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

**MOTION**

Lee moved, seconded by Jung that the Planning Commission approve the rezoning request for 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.

**THE MOTION BY ROLL CALL**

Charles Lee aye, Jack Klopmeier aye, Glenn Shelly aye, Rich Thompson aye, Bruce Jung aye, Jim Connor aye and Chairman Ken Zacharski aye  
7-ayes, 0-nay

**WORK SESSION TO UPDATE CHAPTER 34**

Lisa Koerkenmeier and the Planning Commission continued the review of the zoning districts and the uses to be permitted by right, planned use or conditional use. Koerkenmeier noted that following the Commission's completion of reviewing all of the uses, a major portion of the Code can be re-written and edited allowing all manufacturing uses, as classified by the NAICS, be permitted by conditional use in the Light Industrial District was discussed by the Commission.

**MOTION**

Jung moved, seconded by Connor, that the Planning Commission make Automotive, boat, farm implement, manufactured home, motorcycle, RV, utility trailer, and similar equipment dealers; Automotive repair shop, Equipment rental and leasing and Outside storage of merchandise or inventory a Conditional Use in Downtown Commercial.

**THE MOTION BY ROLL CALL**

Charles Lee aye, Jack Klopmeier aye, Glenn Shelley aye, Rich Thompson aye, Bruce Jung aye, Jim Connor aye and Chairman Ken Zacharski aye  
7-ayes, 0-nays

**MOTION**

Jung moved, seconded by Thompson, that the Planning Commission make Machine shop for tool & die and pattern making along with Manufacturing and assembly of products a Conditional Use in Light Industrial.

**THE MOTION BY ROLL CALL**

Charles Lee aye, Jack Klopmeier aye, Glenn Shelley aye, Rich Thompson aye, Bruce Jung aye, Jim Connor aye and Chairman Ken Zacharski aye  
7-ayes, 0-nays

**MOTION**

Thompson moved, seconded by Jung, that the Planning Commission make Machine shop for tool & die and pattern making; Manufacturing and assembly of products; Textile manufacturing; and Chemical/metal manufacturing a Planned Use in General Industrial.

**THE MOTION BY ROLL CALL**

Charles Lee abstain, Jack Klopmeier aye, Glenn Shelley aye, Rich Thompson aye, Bruce Jung aye, Jim Connor aye and Chairman Ken Zacharski aye

6-ayes, 1-abstain, 0-nays

**MISCELLANEOUS**

None

**ADJOURNMENT**

Thompson moved, seconded by Klopmeier, to adjourn at 8:10 p.m.

**CITY OF MASCOUTAH**

**Staff Report**

**TO:** Mayor Daugherty and City Council  
**FROM:** Cody Hawkins – City Manager  
**SUBJECT:** **TIF Redevelopment Agreement with Millikins LLC for  
Redevelopment of Property at 101 E. Main and 4 N. Market Streets**

**MEETING DATE:** July 6, 2015

**REQUESTED ACTION:**

Approval of a TIF Redevelopment Agreement with Bill Millkins, Millikins LLC for redevelopment of property at 101 E. Main Street and 4 N. Market Street

**BACKGROUND & STAFF COMMENTS:**

Mr. Millikin purchased the property at 101 E. Main and 4 N. Market Streets and continues to operate a hardware business at this location. Mr. Millikin completed various exterior repairs to the historic building at 101 E. Main; roof repair, tuck pointing, and removal of the front metal awning. A building permit was issued to construct new restrooms in the existing building. Additionally, the accessory structures at 104 N. Market Street were demolished. The land was cleared and filled to create a pad to accommodate a new 11,500 square foot warehouse and distribution center. The site plan and architectural elevations of the new warehouse were recently approved by Council. Mr. Millikin will continue to operate a hardware store (Ace. Hardware) and relocate his direct consumer-catalog internet business from Missouri to this location. A retail showroom for the internet products will be located on the first floor adjacent to the hardware store.

The incentives requested by the developer include the use of TIF 2B funds, City sales tax rebates and Enterprise Zone incentives to assist with total project costs estimated at \$1,765,000. The developer is requesting \$264,000 in development incentives or 15% of the total capital investment of \$1,765,000. At the April 6, 2015 City Council meeting, Council assisted with setting parameters for the incentives to be offered to the developer. Following the meeting, the incentive proposal has evolved to include:

- The total capital investment is currently estimated at \$1,765,000.
- Based on the estimated projects costs of \$1,765,000, staff attempted to fund a maximum of 15% of total capital investment, or \$264,000 in incentives based upon major reinvestment in downtown and challenges of redeveloping an older property.
- The Enterprise Zone benefits with an estimated value of approximately \$50,000-\$60,000 were not included in the incentive calculation.
- Following assessment of the TIF 2B budget for its remaining life (set to expire on March 20, 2023), it is staff's opinion that up to \$30,000 annually may be allocated to private redevelopment activities as detailed in the TIF 2B Redevelopment Plan. This \$30,000 is

in addition to a \$30,000 budget which may be allocated to fund the Façade Improvement Program should the Council desire to continue the program.

- The incentive recommended is a pure TIF grant in the amount of \$240,000, made in eight (8) annual payments of \$30,000 due March 1<sup>st</sup>, beginning March 1, 2016 and concluding March 1, 2023, subject to the terms of the TIF Redevelopment Agreement.
- The agreement states that the City will only reimburse an amount equal to 15% of the total Redevelopment Project Costs, not to exceed a maximum of \$240,000. (In order to capture the maximum amount of \$240,000, the Redevelopment Project Costs must be a minimum of \$1,600,000).

**Projected Economic Impact of Development:** Following completion of the project, it is anticipated that the current equalized assessed value (EAV) of the existing building and improvements at 101 E. Main Street will increase from a base of \$59,017 to approximately \$170,000, thereby increasing property taxes to approximately \$9,200 annually, of which roughly **\$4,600** of that amount will be generated for the TIF fund annually. The current EAV of the land and improvements located at 4 N. Market Street will increase from a base of \$2,214 to approximately \$420,000, thereby increasing property taxes to approximately \$11,300 annually, of which roughly **\$11,000** of that amount will be generated for the TIF fund annually. The hardware store is estimated to produce taxable revenues of approximately \$700,000 after the project's completion, of which the City will receive 1% or roughly **\$7,000** annually in sales tax.

**FUNDING:**

Incentives offered should be in the form of: 1) a TIF incentive of \$240,000 made in eight (8) annual payments of \$30,000 due March 1<sup>st</sup> beginning March 1, 2016 and concluding March 1, 2023, subject to the terms of the TIF Redevelopment Agreement, and 2) a state sales tax deduction on building materials in accordance with the St. Clair County MidAmerica Enterprise Zone.

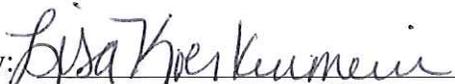
**RECOMMENDATION:**

Approval of the TIF Redevelopment Agreement with Bill Millikins, representing Millikins LLC, for the redevelopment of property at 101 E. Main Street and 4 N. Market Street.

**SUGGESTED MOTION:**

I move that the Council approve the TIF Redevelopment Agreement with Bill Millikins, representing Millikins LLC, for the redevelopment of property at 101 E. Main Street and 4 N. Market Street.

Prepared By:

  
Lisa Koerkenmeier, AICP  
Assistant City Manager

Approved By:

  
Cody Hawkins  
City Manager

Attachment A: Millikins LLC – TIF Redevelopment Agreement

**Millikins LLC**  
**TIF REDEVELOPMENT AGREEMENT**

This TIF Redevelopment Agreement (hereinafter referred to as "Agreement") is made and entered into as of \_\_\_\_\_, 2015, by and between the City of Mascoutah, Illinois, an Illinois municipal corporation (the "City"), and Millikins LLC, an Illinois limited liability company (the "Developer").

**RECITALS**

- A. On March 20, 2000, in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4, *et seq.*, as amended (the "TIF Act"), the City of Mascoutah approved ordinances adopting tax increment financing and the Mascoutah Tax Increment Redevelopment Project TIF #2B; and on February 2, 2015, subsequently adopted an ordinance approving an amended Redevelopment Plan for the Mascoutah Tax Increment Redevelopment Project TIF #2B.
- B. The Developer has submitted a Redevelopment Proposal to the City for a project located in the TIF #2B Redevelopment Project Area which could not or would not be undertaken without the use of tax increment financing incentives.
- C. The City Council, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Area as set forth herein in the Redevelopment Proposal, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, and welfare of its residents, and in accordance with the public purposes specified in the Redevelopment Plan for TIF #2B.

**AGREEMENT**

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

"Administration Fee(s)" may be a fee incurred annually for the creation and administration of this TIF Redevelopment Agreement and all matters related to the context of this Agreement. Administration Fees will be calculated as 10% of the total annual Developer's Share Eligible Redevelopment Project Costs submitted by the Developer and approved by the City for reimbursement during each year, not to exceed \$500.00. Administration Fees are to be paid by the Developer to the City annually, prior to any reimbursement payments from the City to the Developer, for the life of this Agreement. This fee may be deducted from the Developer's Share of Eligible Redevelopment Project Costs to be reimbursed by the City.

“Affiliate”: Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

“City”: The City of Mascoutah, St. Clair County, Illinois, a statutory City of St. Clair County, and a political subdivision of the State of Illinois.

“City Council”: The City Council of the City of Mascoutah, Illinois.

“Commencement Date” means the commencement of payments of the Developer’s Share of Eligible Redevelopment Project Costs by the City to the Developer. That date to be established upon the verification by the City of the completion of the Redevelopment Project. In no event is the date to be earlier than March 1, 2016.

“Construction Plans”: Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Site Plan), together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Developer”: Millikins LLC, an Illinois limited liability company.

“Developer’s Portion of the Redevelopment Project”: Includes (1) Exterior renovation of the former Mascoutah Hardware Building located at 101 E. Main Street, Mascoutah, Illinois as well as a complete renovation of the interior first floor retail space; and (2) New construction of an approximate 11,500 square foot warehouse and distribution center to be used for the hardware business, in accordance with the Redevelopment Proposal (Exhibit 2); all to be used for commercial activities in accordance with the Redevelopment Plan. The Developer agrees to begin the construction of the Redevelopment Project on or before September 1, 2015, and complete the Redevelopment Project on or before March 1, 2016.

“Developer’s Share”: On the Commencement Date, a grant payment in the amount of \$30,000, payable annually for a period of eight (8) years (8 total payments), with the total reimbursed amount not to exceed \$240,000, or a total of all Eligible Redevelopment Project Costs as determined by the City, whichever is less. The City will engage in this rebate for no more than 8 years, regardless of amounts reimbursed throughout that time period. The City will only reimburse an amount equal to 15% of the total Redevelopment Project Costs, not to exceed a maximum of \$240,000. Payments will be issued on March 1<sup>st</sup> of each year with the first payment occurring on March 1, 2016, and the final payment occurring on March 1, 2023. Monies are to be paid from the Special Allocation Fund, Mascoutah Tax Increment Redevelopment Project “TIF #2B.” The Developer’s Share is subject to the deduction of an Administration Fee.

“Eligible Redevelopment Projects Costs”: Any and all costs incurred pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 (q) (3) as determined by the City. Eligible Redevelopment Project Costs are estimated in **Exhibit 1-2**, but do not represent eligible costs actually incurred until proof of payment is received and verified by the City.

“Prevailing Wage Act”: means the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) of the State of Illinois.

“Property”: That property owned by the Developer as more generally defined as 101 E. Main Street and 4 N. Market Street in Mascoutah, Illinois 62258 and described more fully in **Appendix A – Legal Description**.

“Redevelopment Area”: A certain area of the City of Mascoutah known as the “Mascoutah Tax Increment Redevelopment Project Area TIF #2B”.

“Redevelopment Plan”: A plan entitled “City of Mascoutah Tax Increment Redevelopment Project TIF #2B” approved on March 20, 2000, and as from time to time amended.

“Redevelopment Project”: Those activities described as the Redevelopment Project in the Redevelopment Plan and this Agreement.

“Redevelopment Project Costs”: The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, and any such costs incidental to the Redevelopment Plan or Redevelopment Project (such costs are listed in **Exhibit 1-1, Estimated Redevelopment Project Costs**), provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer, or by any Affiliate of the Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

“Redevelopment Proposal”: Developer’s proposal for development of the Property for retail purposes and identified as **Exhibit 2, Redevelopment Proposal**.

“Special Allocation Fund”: The Special Allocation Fund, Mascoutah Tax Increment Redevelopment Project TIF #2B.

“Substantial Completion” means sufficient completion of construction of the Redevelopment Project in accordance with the Construction Plans, as evidenced by the issuance of a Certificate of Substantial Completion in substantially the form set forth on **Exhibit 4** attached hereto.

“TIF Act”: The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the "Mascoutah Tax Increment Redevelopment Project Area TIF #2B" related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project (those units of Property defined in **Appendix A** of the Mascoutah Tax Increment Financing Project Area 2B) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of St. Clair, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project. The City may also use the ad valorem taxes arising from other properties outside of **Appendix A** to meet the Developer's Share grant payment amount annually.

"Work": All work necessary to prepare the Property for, and to implement the portion of, the Redevelopment Project set forth in Section 2.1.a. below, including: (1) Exterior renovation of the former Mascoutah Hardware Building located at 101 E. Main Street, Mascoutah, Illinois as well as a complete renovation of the interior first floor retail space; and (2) new construction of an approximate 11,500 square foot warehouse and distribution center to be used for the hardware business, as well as all the necessary site preparation and infrastructure improvements needed to support such a development; all to be used for commercial activities in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, rezoning, other zoning and ordinance changes, site plan approvals, conditional use permits, subdivision, signage, or similar approvals required from the City for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, State and local laws, ordinances, codes and regulations (except that with respect to the City's Zoning Ordinances, such applications may contain such non-conformance or variance to the extent contemplated by the Redevelopment Plan and this Agreement).

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings. The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.:

- a) The renovation of the former Mascoutah Hardware building located at 101 E. Main Street, including but not limited to: the installation of a new roof, tuck pointing of the building, removal of the front awning, replacement and upgrading of the windows, adding handicap access to the retail areas of the building and a complete renovation of the first floor retail space; all to be used for commercial activities in accordance with the Redevelopment Plan.
- b) The construction of a new approximate 11, 500 square foot warehouse and distribution center to be used by hardware business on Main Street, including all necessary site preparation and infrastructure improvements needed to support such a facility; all to be used in accordance with the Redevelopment Plan.
- c) The Developer agrees to begin the construction of the Redevelopment Project on or before September 1, 2015 and complete construction by March 1, 2016

2.2 City Undertaking. The City agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, State and local laws, ordinances, codes and regulations.

3. Acceptance of Proposal/Developer Selection: The City hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

#### 4. Plans and Approvals

4.1 Changes During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the City, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals The City agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this

Agreement, and are not contrary to any Federal, State or local law, ordinance, code or regulation (except that with respect to the City's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the Concept Plan, the Redevelopment Plan and this Agreement), all in accordance with the applicable City ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

## 5. Payment of Eligible Redevelopment Project Costs

5.1 Requests for Payment of Eligible Redevelopment Project Costs The Developer shall submit Requests for Payment of Eligible Redevelopment Project Costs ("Requests") in substantially the same form as set forth in **Exhibit 3, Request for Payment of Eligible Redevelopment Project Costs**. All Requests shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all Real Estate Property Taxes attributable to the Property are paid in full and to date and that all sales tax owed to the City of Mascoutah are paid in full.

5.2 City's Determination of Payment of Eligible Redevelopment Project Costs The City shall approve or disapprove any Request within 30 days of the submittal thereof not to be unreasonably withheld. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

5.3 Payment of Eligible Redevelopment Project Costs Within 15 days of approval of any Request, the City shall pay the Developer for such approved Eligible Redevelopment Project Costs after deducting the Administration Fee from the Developer's Share and to the extent monies are available in the Special Allocation Fund. The City shall in good faith maintain adequate funds in the Special Allocation Fund to meet the obligations of this Redevelopment Agreement. Such payment shall continue until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$240,000 in payments from the Special Allocation Fund; (iii) the payment time period described in the "Developer's Share" expires; (iv) the date the City of Mascoutah Tax Increment Redevelopment Project TIF #2B expires.

In the event the Developer's Eligible Redevelopment Project Costs are less than \$240,000, the Developer shall collect a maximum amount equal to the total Eligible Redevelopment Project Costs, but under no circumstance to exceed \$240,000.

In the event the Developer defaults on the obligations and/or the building becomes vacant for 12 consecutive months within the payment time period described in the "Developer's Share," the Developer and City agree that the annual TIF grant payments by the City to the Developer shall be suspended until defaults are rectified and building is occupied in a manner in accordance with the terms of this Redevelopment Agreement.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify under Section 11-74.4-3 (q) (3) as determined by the City. The Developer shall, upon reasonable request by the City, provide (a) itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify, and/or (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

5.5 City's Obligations Limited to Special Allocation Fund Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, to a maximum of \$240,000 should the Work be completed. This agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

6. Notices Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

1. In the case of the Developer, to:

Millikins, LLC  
Attn: Bill Millikin  
101 E. Main St.  
Mascoutah, Illinois 62258

2. In the case of the City, to:

Mascoutah City Clerk  
City of Mascoutah  
3 West Main Street  
Mascoutah, Illinois 62258

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest The parties agree to abide by all applicable Federal, State and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Council or any branch of government of

the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all Federal, State and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification

(a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Work.

(b) The City and its governing body of members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorney's fees (a "claim"), resulting from, arising out of, or in any way connected with (1) this Agreement, (2) the construction of the Work, and (3) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In the event any party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorney's fees and expenses.

11. Nondiscrimination In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable Federal, State and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the City The City represents and warrants that:

(a) Organization and Authority The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City.

13. Representations of the Developer The Developer represents and warrants that:

(a) Organization and Authority The Developer (i) is duly organized under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois, and (ii) has full power to execute and deliver and perform the terms and obligations of this Agreement. The Developer has been authorized by all necessary corporate action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body.

(c) Pending Litigation Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

14. Inspection The Developer shall allow authorized representatives of the City access to the Work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.
15. Choice of Law This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.

16. Entire Agreement; Amendment The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
17. Entire Agreement; Voiding The City shall retain the right to void this Agreement at any of the following moments: (i) the Developer fails to begin the construction of the Developer's Portion of the Redevelopment Project on or before September 1, 2015; (ii) Developer receives a cumulative total of \$240,000 of the Developer's Share in payments from the Special Allocation Fund; (iii) the date the Mascoutah Tax Increment Redevelopment Project TIF #2B expires; (iv) the City reasonably determines that all Work has not been completed by March 1, 2016.
18. Force Majeure Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.
19. Prevailing Wage The Illinois Department of Labor ("**IDOL**") takes the position as a matter of its enforcement policy that the construction of the Project under this Agreement is subject to the provisions of the Prevailing Wage Act. The Prevailing Wage Act requires all contractors and subcontractors performing work on the Project to comply with all requirements of the Prevailing Wage Act, including, but not limited to, the obligation to pay laborers, workers and mechanics no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) and to comply with all notice, record keeping and monthly filing duties. The Developer agrees to assume all responsibility for compliance with the Prevailing Wage Act under this Agreement in connection with any enforcement thereof by IDOL.
20. Severability In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full

force and effect, to the extent the remainder can be given effect without the invalid provision.

21. Assignment The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the City. The City shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer's obligations is first obtained in writing.
  
22. Completion Upon completion of the Work, including all changes or modifications thereof, Developer may notify the City that the Work is complete and that a Certificate of Substantial Completion should be issued (the "Developer's Notice"). Upon receipt of such notice, the City shall inspect the Redevelopment Project and shall issue a Certificate of Substantial Completion if appropriate. In the event the City determines that material deficiencies exist in the Redevelopment Project, the City shall notify the Developer of the specific material deficiencies and the corrective action required. Upon presentation of satisfactory evidence of the correction of material deficiencies and performance of corrective action required, the City shall issue a Certificate of Substantial Completion. This certificate is noted within **Exhibit 4**.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

"CITY"

CITY OF MASCOUTAH, ILLINOIS

(SEAL)

\_\_\_\_\_  
Mayor  
The Honorable Jerry Daugherty

Attest:

\_\_\_\_\_  
City Clerk

"DEVELOPER"

Millikins, LLC

\_\_\_\_\_  
By: Bill Millikin

\_\_\_\_\_  
Date:

**APPENDIX A**

**LEGAL DESCRIPTION**

St. Clair County Parcel ID: 10-32.0-137-016  
Short Legal: MASCOUTAH ORIGINALTOWN  
LOT/SEC-5 LTS 4 5 & 6 BK A02417860

St. Clair County Parcel ID: 10-32.0-137-001  
Short Legal: HILGARD KRAFFT & WESTS ADD  
LOT/SEC-81 BK A02417860

St. Clair County Parcel ID: 10-32.0-137-002  
Short Legal: HILGARD KRAFFT & WESTS ADD  
LOT/SEC-82 BK A02417860

St. Clair County Parcel ID: 10-32.0-137-003  
Short Legal: HILGARD KRAFFT & WESTS ADD  
LOT/SEC-83 BK A02417860



**EXHIBIT 1-1**

**ESTIMATED REDEVELOPMENT PROJECT COSTS**

**Millikins LLC Hardware Store Renovation and New  
Warehouse Construction**

**ESTIMATED CONSTRUCTION COST BREAKDOWN**

<b>Description</b>	<b>Estimated Cost</b>
Building Renovations - 101 E. Main (Interior/Exterior)	\$569,732
Ace Hardware Build-out	\$170,000
Relocation of Utilities on Site	\$54,800
Site Preparation & Demolition	\$70,607
New Warehouse - 4N. Market	\$703,903
Warehouse Interior	\$196,645
<b>TOTAL Costs</b>	<b>\$1,765,687</b>
<b>15%</b>	<b>\$264,853</b>

**EXHIBIT 1-2**

**ESTIMATED ELIGIBLE REDEVELOPMENT PROJECT COSTS**

<b>Description</b>	<b>Estimated Cost</b>
Building Renovations - 101 E. Main (Interior/Exterior)	\$569,732
Ace Hardware Build-out	\$170,000
Relocation of Utilities on Site	\$54,800
Site Preparation & Demolition	\$70,607
<b>TOTAL Costs</b>	<b>\$865,139</b>

## **EXHIBIT 2**

### **REDEVELOPMENT PROPOSAL Ace Hardware**

This redevelopment project will include the construction of a new approximately 11,500 square foot warehouse and distribution center at the southeast corner of N. Market and E. Church Streets (the rear of 101 E. Main Street) to be used by the hardware business. The existing hardware building on E. Main Street and the warehouse and distribution center will be connected by two covered walkways which required the vacation of an alley right-of-way and the relocation of the electric and telecommunications utilities to a new utility easement provided by the applicant.

The site plan depicts the new approximately 11,500 square foot warehouse which includes a loading dock ramp along E. Church Street, the two covered walkways between the existing and new buildings, an outdoor sales area and accessibility improvements along N. Market Street, a trash enclosure along E. Church Street, new electric transformers and junction box along the east property line and decorative landscaping.

The attached site plan and architectural elevations were approved by the Mascoutah City Council on March 2, 2015.



The information contained on this drawing was prepared by the Architect for the Client. It is to be used only for the project and location specified. Any other use of this drawing without the written consent of the Architect is prohibited. The Architect assumes no responsibility for the accuracy or completeness of the information provided by the Client. The Architect is not responsible for any errors or omissions in this drawing. The Architect is not responsible for any conditions that may exist on the site. The Architect is not responsible for any conditions that may exist on the site.

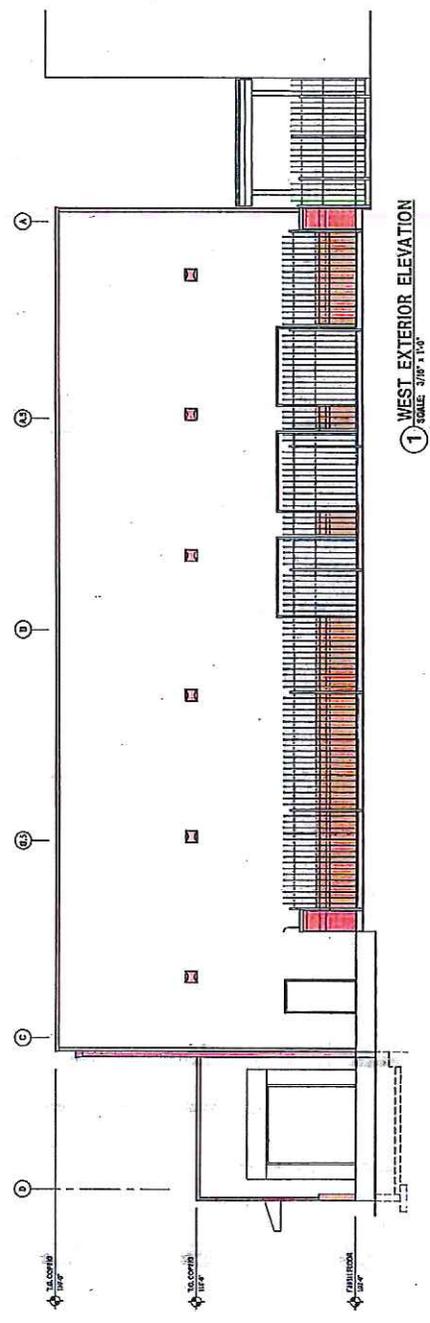
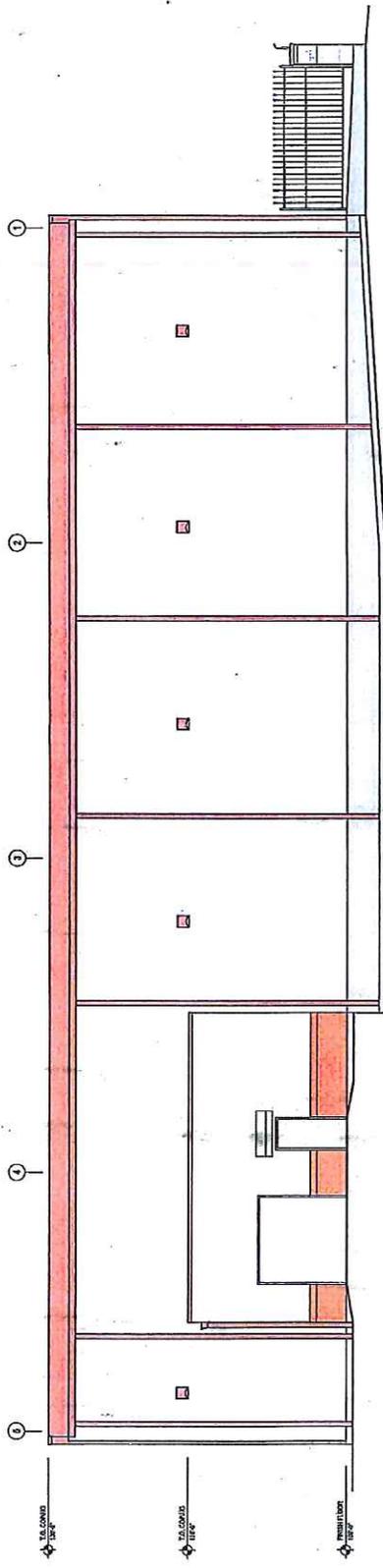
**RECEIVED**  
 FEB 18 2015  
 CITY OF MASCOUTAH

**ARCHITECTURE:**  
 CHRYSLER  
 1000 N. STATE ST.  
 SUITE 200  
 MASCOUTAH, ILL. 62450  
 PHONE: 618-235-7472  
 FAX: 618-235-7473  
 EMAIL: info@chrysler.com

PROJECT TITLE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Proposed Warehouse For  
**MILLIKINS LLC**  
 North Market & East Church Street  
 Mascoutah, Illinois

**A3-01**  
 EXTERIOR ELEVATIONS  
 DRAWING ISSUE / REVISION  
 DATE  
 PLAN COMPOSITION 2/13/15



57



**EXHIBIT 3**

**REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS**

TO:           The Honorable Jerry Daugherty  
              Mascoutah City Hall  
              3 West Main Street  
              Mascoutah, Illinois 62258

You are hereby requested and directed as per the TIF Redevelopment Agreement dated as of \_\_\_\_\_, 2015, between you and (the "Developer"), to pay moneys in the Special Allocation Fund for the payment of the following Eligible Redevelopment Project Costs:

Payee                   Amount

Description of Eligible Redevelopment Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the TIF Redevelopment Agreement dated as of \_\_\_\_\_, 2015, between the City and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the City that:

1. Each item listed above is an Eligible Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
3. These Eligible Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.

4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Construction Plans.
8. All Administration Fees have been paid in full.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Millikins LLC

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

Title(s) \_\_\_\_\_

Approved for Payment:

CITY OF MASCOUTAH, ILLINOIS

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

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

**EXHIBIT 4**

**FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION**

The undersigned, \_\_\_\_\_ (or its successors or assigns) (the "Developer"), pursuant to that certain TIF Redevelopment Agreement dated as of \_\_\_\_\_, 2015, between the City of Mascoutah, Illinois (the "City") and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, \_\_\_\_\_, the construction, renovation, repairing, equipping and constructing of the Work for the Redevelopment Project (as those terms are defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Work.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

**ACCEPTED:**

**CITY OF MASCOUTAH, ILLINOIS**

**CITY OF MASCOUTAH**

**Staff Report**

**TO:** Mayor Daugherty and City Council  
**FROM:** Cody Hawkins – City Manager  
**SUBJECT:** St. Clair County Parks Grant Application – Cycle 22  
**MEETING DATE:** July 6, 2015

**REQUESTED ACTION:**

Approval by Resolution to proceed with a grant application to the St. Clair County Parks Grant Commission for playground improvements to Maple Park.

**BACKGROUND & STAFF COMMENTS:**

The City is seeking to apply for a grant through the St. Clair County Parks Grant Commission. The application is for improving the playground facilities at Maple Park. Improvements include installing a merry-go-round and a new fence around the playground, replacing the basketball court and installing new posts, post padding and basketball rims. The City Manager is requesting approval by Resolution of the Grant application.

**FUNDING:**

The total project cost is estimated at \$37,875.00. The grant request is for \$30,000.00 which would cover the cost of the merry-go-round, fencing material, basketball court and new posts, post padding and basketball rims. City civic groups will contribute the volunteer labor to install the playground equipment, the fence and the basketball court and equipment. The City's contribution is for \$7,875.00 to cover a portion of the cost of equipment and materials.

**RECOMMENDATION:**

Approval by Resolution to proceed with the application for the Grant.

**SUGGESTED MOTION:**

I move that the Council approve Resolution 15-16-\_\_, authorizing the City to apply to the St. Clair County Parks Grant Commission for a grant in the amount of \$30,000.00 and authorize appropriate City officials to execute the required documents.

Prepared By:   
Lisa Koerkenmeier, AICP  
Assistant City Manager

Approved By:   
Cody Hawkins  
City Manager

Attachment: A - Resolution

**RESOLUTION NO. 15-16-\_\_**

**A RESOLUTION SUPPORTING THE ST CLAIR COUNTY  
PARKS GRANT APPLICATION**

**WHEREAS**, The St. Clair County Parks Grant was established to provide funding assistance to units of government, park districts and municipal parks and recreation departments within St. Clair County; and

**WHEREAS**, The St. Clair County Parks Grant Commission has announced Funding Cycle 22, with a funding limit of \$30,000 grant awards for park and recreation purposes; and

**WHEREAS**, Mascoutah desires to implement the goals of the Comprehensive Plan and improve the recreational opportunities for City residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MASCOUTAH AS FOLLOWS:**

- 1) Mascoutah will authorize and submit an application for a St. Clair County Parks Grant in Funding Cycle 22, and will provide a good faith commitment to implement the projects in the Grant to improve recreational facilities in City Parks.
- 2) Mascoutah will contribute up to \$7,875.00 to the project as a City match.
- 3) Mascoutah is hereby applying for funds through the St. Clair County Parks Grant Program, Funding Cycle 22, to assist with the following project:

***Maple Park Playground Improvements***

- ***Purchase and install new merry-go-round***
- ***Purchase and install new fence around playground***
- ***Replace basketball court and add rock***
- ***Purchase and install new posts, post padding and basketball rims***

**PASSED AND APPROVED** by the Mascoutah Mayor and City Council this 6<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

**CITY OF MASCOUTAH  
Staff Report**

**TO:** Honorable Mayor & Council  
**FROM:** Cody Hawkins – City Manager  
**SUBJECT:** **Pump House Generator – Installation**

**MEETING DATE:** July 6, 2015

**REQUESTED ACTION:**

Approval and authorization of bids for furnishing all labor, equipment and materials to install an emergency backup generator for the Pump House located on North Railway Street.

**BACKGROUND & STAFF COMMENTS:**

An emergency back-up generator is recommended to ensure uninterrupted electric power is available at the Pump House during a major power outage. We rely on the electric pumps to keep the water tower full which regulates the pressure in the water system. The IEPA has recommended all municipal water systems install a generator to maintain minimum water pressure during extended power outages such as a major ice storm that impacts Ameren's grid and /or the City's distribution system for more than a day or two.

Bids for furnishing all labor, equipment and materials to install a diesel engine driven backup generator for the Pump House were opened at City Hall on Thursday, July 2, 2015. A total of 4 bids were received, the lowest qualified bid was submitted by K & F Electric, Inc. in the amount of \$17,700.00. See Bid Tab, Attachment A.

**FUNDING:**

This project will be paid for with Water Funds.

**RECOMMENDATION:**

Approval of low bid for furnishing all labor, equipment and materials for the *Pump House Generator Installation Project* to K & F Electric, Inc. for a lump sum of \$17,700.00.

**SUGGESTED MOTION:**

I move that the Council approve the low bid of \$17,700.00 to K & F Electric, Inc. of Belleville, IL for furnishing all labor, equipment and materials for the *Pump House Generator Installation Project* and authorize appropriate officials to execute necessary documents.

Prepared By: \_\_\_\_\_  
Ron Yeager  
City Engineer

Approved By:   
Cody Hawkins  
City Manager

Attachments: A – Bid Tab

**B1546 K001 - City of Mascoutah, IL - Water Plant Generator Installation**

<p>BIDDERS/PROPOSALS</p>	<p>Wissehr Electrical Contractors 5801 W. State Route 161 Belleville, IL 62223 Jeff Nester Ph: 618-398-7575</p>	<p>Guarantee Electrical Company 1500 Grand Avenue Granite City, IL 62040 Tom O'Hara Ph: 618-219-9027</p>	<p>Pyramid Electrical Contractors, Inc. 300 Monticello Place Fairview Heights, IL 62208 S. Korte Ph: 618-632-1180</p>	<p>K &amp; F Electric, Inc. 2622 West Boulevard Belleville, IL 62221 L. B. Mollet Ph: 618-277-5781</p>
<p>BID SECURITY</p>	<p>5%</p>	<p>5%</p>	<p>5%</p>	<p>5%</p>
<p>PROPOSAL 1</p>	<p>\$ 23,914.00</p>	<p>\$ 30,475.00</p>	<p>\$ 80,970.00</p>	<p>\$ 17,700.00</p>
<p>COMPLETION TIME</p>				
	<p><input type="checkbox"/> Purchase bid documents <input checked="" type="checkbox"/> Non-Collusion Affidavit <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Bid Form <input type="checkbox"/> Any other documents as required by the specifications</p>	<p><input type="checkbox"/> Purchase bid documents <input checked="" type="checkbox"/> Non-Collusion Affidavit <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Bid Form <input type="checkbox"/> Any other documents as required by the specifications</p>	<p><input type="checkbox"/> Purchase bid documents <input checked="" type="checkbox"/> Non-Collusion Affidavit <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Bid Form <input type="checkbox"/> Any other documents as required by the specifications</p>	<p><input type="checkbox"/> Purchase bid documents <input checked="" type="checkbox"/> Non-Collusion Affidavit <input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Bid Form <input type="checkbox"/> Any other documents as required by the specifications</p>
<p>BHMG Engineers, Inc. Consulting Engineers 630 Jeffco Blvd. Arnold, MO 63010</p>	<p>CITY OF MASCOUTAH, IL MUNICIPAL ELECTRIC SYSTEM WATER PLANT GENERATOR INSTALLATION Bids Received 2:00 P.M. - JULY 2, 2015</p>			<p>BID OPENING WITNESSES: City: <u>Molineo, A. Schanz</u> BHM: <u>[Signature]</u></p>

Attachment A