

Mascoutah City Council

October 5, 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, September 21, 2015 City Council Meeting (Page 1 to Page 5)
6. PUBLIC COMMENTS (3 minutes) – opportunity for the public to comment.
7. REPORTS AND COMMUNICATIONS
 - A. Mayor
 - B. City Council
 - C. City Manager
 - D. City Attorney
 - E. City Clerk
8. COUNCIL BUSINESS
 - A. Council Items for Action:
 1. Amended Final Subdivision Improvement/Development Agreement for Brickyard Community (Page 6 to Page 26)
Description: Approval of an Amended Final Subdivision Improvement/Development Agreement for Brickyard Community.

Recommendation: Council Approval
 2. Acceptance and Dedication of Subdivision Improvements for Chief View Estates (First Reading) (Page 27 to Page 31)
Description: Adoption of an Ordinance accepting the dedication of subdivision improvements for Chief View Estates, a six (6) lot single-family residential development located at the southwest corner of N. 6TH Street and Fuesser Road.

Recommendation: First Reading
 - B. Council – Miscellaneous Items

C. City Manager

- Trash Service Contract
- St. Clair County LIHEAP
- City Hall sign request from School District
- Light pole banners

10. PUBLIC COMMENTS (3 MINUTES)

11. ADJOURNMENT TO EXECUTIVE SESSION – NONE

12. MISCELLANEOUS OR FINAL ACTIONS

13. ADJOURNMENT

POSTED 10/2/15 at 5:00 PM

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

SEPTEMBER 21, 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 City Clerk Kari Haas. 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, John Weyant, and Pat McMahan.

Absent: Council member Paul Schorr.

Other Staff Present: City Manager Cody Hawkins, City Clerk Kari Haas, City Attorney Al Paulson, Police Chief Bruce Fleshren, Fire Chief Joe Zinck, City Engineer Ron Yeager, 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 September 8, 2015 regular City Council meeting were presented and approved as amended.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

None.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – August 2015 report was provided.

Police Chief Bruce Fleshren – August 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. Councilman Grodeon asked about the South 10th Street project and the boring activity leaving the road pretty rough and wanted to make sure that work was done before the City does the reconstruction and resurfacing. City Engineer stated that anything south of the nursing home will be part of the Brickyard Development; the City will only be doing the section of road to that point. City Engineer stated that they will keep an eye on the portion of roadway they are boring and if it gets too bad they will patch it or have the developer patch it. Councilman Weyant asked about a fire hydrant around Harnett Street and 1st Street seeming to be a little low. City Engineer stated that after the sidewalk work was completed, that fire hydrant did end up lower than the grade of the sidewalk and he has talked with the water department to raise the hydrant up. Councilman Weyant asked about the North 10th Street extension and voiced concerns over not much being done for a project that is supposed to be completed by the end of the year. City Engineer stated that the southern part of the road could not be started until after Homecoming but the other part of the project could have been started prior to that. City Engineer stated that the project by contract is to be completed by December 31st. City Attorney stated that nothing can be done about the project progress until the deadline has passed.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: FOIA and OMA training at SWIC, 9/11 program at the Elementary School and Leu Civic Center, Chamber mingle, IML Conference.

City Council

Grodeon – Nothing to report.

Weyant – Attended the following meetings and functions: IML Conference.

McMahan – Attended the following meetings and functions: IML Conference.

City Manager – Nothing to report.

City Attorney – Nothing to report.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

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

Councilman Grodeon asked about payment to Millennia Professional. City Manager stated that it is part of the development agreement for the Brickyard subdivision for engineering and these costs will be reimbursed by the developer.

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

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

CODE CHANGE – BIDDING AND CONTRACT PROCEDURES (SECOND READING)

City Manager presented report for Council consideration of approval of an ordinance to amend Chapter 1 – Administration, Article II – City Officials, Section 1-2-27 – Bidding and Contract Procedures of the City Code of Ordinances.

Mayor asked if there was a project that was started with one engineering firm would the remaining part of the project have to be bid. City Attorney stated that each project would be required to be bid with the passage of this ordinance. City Manager stated that engineering services would remain with the same firm for those projects that are ongoing such as the smoke testing with RJN Group.

Grodeon moved, seconded by McMahan, to approve and adopt Ordinance No. 15-18, amending Chapter 1 – Administration, Article II – City Officials, Section 1-2-27 – Bidding and Contract Procedures of the City Code of Ordinances.

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

SUPPLEMENTAL ENGINEERING SERVICES – \$100K STREET PROGRAM

City Manager presented report for Council consideration of approval of Engineering Services Agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) for preparing construction documents for the West Poplar Street Reconstruction Project.

Councilman Grodeon asked who has ownership to the design plans and the construction documents when completed. City Engineer stated that any plans and documents prepared by any engineering firm for projects are ultimately owned by the City when completed.

Weyant moved, seconded by McMahan, to accept the City Manager's engineering recommendation to approve Thouvenot, Wade & Moerchen, Inc. for supplemental engineering services for the West Poplar Street Reconstruction Project from 6th Street to 10th Street in the amount of \$25,400.00 and authorize appropriate City officials to execute the necessary documents.

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

PC15-08 – SITE PLAN AND ARCHITECTURAL REVIEW OF OFFICE / WAREHOUSE PROJECT FOR HAYDEN PROPERTIES AT IL ROUTE 4 AND BELLER DRIVE

City Manager presented report for Council consideration of approval of Site Plan and Architectural Elevations for an office / warehouse project at IL Route 4 and Beller Drive.

Councilman Grodeon asked if any disclosure has been done on the cost for electric install or other costs given the history of the developer and this site. City Attorney stated that at this point in the process there is nothing that can be done or provided regarding costs until the site plan is approved. City Manager stated that they did change the policy to have all costs paid in full upfront before any utility work is started or any materials are ordered.

Councilman Weyant asked about any incentives being offered. City Manager stated that none have been asked about at this time but could come at a later date as the project moves forward.

McMahan moved, seconded by Weyant, to approve the Site Plan and Architectural Elevations for an office / warehouse project at IL Route 4 and Beller Drive subject to the Findings and Conditions of Approval.

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

COUNCIL – MISCELLANEOUS ITEMS

None.

CITY MANAGER – MISCELLANEOUS ITEMS

City Manager stated that he had provided the job description for the new Sewer Treatment Plant / Water and Sewer Operator position and wanted to see if Council had any questions regarding the position. Council discussed the position and had no issues.

City Manager stated that the question about buying park ground had come up again by the resident requesting it but has an understanding from the Council that the City has no interest in selling any park ground.

City Manager stated that they did receive a probable cost for the sewer treatment plant upgrades and that cost came in around \$15.1 million.

City Manager stated that after discussions with the Police Chief and the school district, there is a need for an additional crossing guard at Harnett and 6th Street. City Manager stated that the cost right now to the City is around \$2,000-\$2,400 for the one crossing guard. Council discussed the need for an additional crossing guard and had no issues.

PUBLIC COMMENTS

Matt Stukenberg – spoke about the last school district meeting and stated that the school district will be putting a sidewalk in along the high school property starting from the edge of the cemetery. Stated that with regards to the North 10th Street extension, the equipment is there and have been waiting to get started until the utilities were relocated which has not been done yet by Frontier. Stated that the subcontractor bid the project to pave the road continuously which cannot occur until Frontier has their utility work completed.

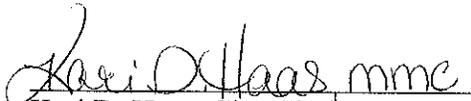
MISCELLANEOUS OR FINAL ACTIONS

Councilman Grodeon asked what course of action the City could take if Frontier doesn't get the work done. City Attorney stated that if Frontier does not act this week, the City could take legal action. City Engineer stated that Frontier has had the plans since February and have known about the need to move the utilities since that time. City Attorney stated again that the City cannot do anything about progress or feelings about lack of progress on the project until the deadline of December 31st has passed.

ADJOURNMENT

McMahan moved, seconded by Grodeon, to **adjourn at 7:55 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: Amended Final Subdivision Improvement/Development Agreement for Brickyard Community

MEETING DATE: October 5, 2015

REQUESTED ACTION:

Council Approval of an Amended Final Subdivision Improvement/Development Agreement for the Brickyard Community.

BACKGROUND & STAFF COMMENTS:

The city has been working on this development for many years. As time passed things within the city has changed. Attached is a revised Final Subdivision Improvement/Development Agreement.

RECOMMENDATION:

Staff recommends approval of the Final Development Agreement for the Brickyard Community Development, subject to the attached revisions.

SUGGESTED MOTION:

I move that the City Council approve the Amended Final Development Agreement for Brickyard Community, and authorize appropriate officials to execute the required documents.

Prepared By: Melissa Schanz
Melissa Schanz, Administrative Assistant

Approved By: Cody Hawkins
Cody Hawkins, City Manager

Attachment: A – Amended Agreement

City of Mascoutah

#3 West Main
Mascoutah, Illinois
62258
(618) 566-2964



FINAL SUBDIVISION IMPROVEMENT/DEVELOPMENT AGREEMENT

I. Goals of Development

The goal of the Brickyard Community development is to ~~develop and~~ build a sustainable single family, three-phase development that incorporates thoughtful planning and design for the residents of Brickyard and the City of Mascoutah.

II. Project Description

A. Process of Approval

The City Unified Land Development eCode - Chapter 34 et. sec., for the City of Mascoutah shall be used. ~~The use of this code within the development agreement is expressly stated.~~ All zoning and subdivision provisions of this Code shall apply to this development except as specifically modified herein. Specifically, the RS-8 ~~and RT~~ zoning district code sections shall be applied.

~~(a) The above agreement is for a Preliminary Plat, but it is acknowledged that the agreement is binding as applied to the Final Plat.~~

~~1. The Developer shall submit a Final Plat and construction plans within ten (10) months of City Council approval of the Preliminary~~

~~Development Agreement required for this project (unless extensions are granted).~~

- ~~2. Failure to comply with these submittal requirements shall result in the expiration of the change of zoning and shall require a re-filing of the application and associated public hearing.~~
- ~~3. Per Code the Preliminary Plat will expire 12 months after Council approval (unless extensions are granted).~~

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B. Phasing of Development

Phasing: It is anticipated that the development shall be constructed in three (3) phases depicted in Exhibit A and described as follows (the progression of the phases to be determined by the Developer):

- (a) First Phase - See Exhibit B. (in orange)
- (b) Second Phase - See Exhibit B. (in Yellow)
- (c) *Third Phase – See Exhibit B, (in Red)*

C. Final Plat

Prior to commencing development the Developers shall prepare and submit to the City a Final Plat for the Brickyard Community development with improvement plans which are consistent in all material ways with the Preliminary Plat/Plan consistent with City's Unified Land Development Code (September 17, 2003) and as modified from time to time.

D. Completion of Improvements/Financial Assurances

Prior to approval of a Record Plat, City authorizing signing Final Plat, Developer shall provide a Performance Letter of Credit consistent with Section 34-1-11 of the City's Unified Land Development Code and submit to the City this guarantee of installation and completion of public related development improvements.

- (a) ~~Said Performance Letter of Credit shall be in a format as depicted on Exhibit A (hereinafter "Improvement Agreement").~~
- (b) ~~City acknowledges this completed Performance Letter of Credit shall be acceptable as to form.~~

~~E. Offsite Improvements~~

~~All offsite improvements must be completed or under contract within three years from the date of the recording of the plat.~~

III. Project Basics

A. Land Use

The proposed project consists of: a 175 lot single-family residential development, ~~with a total of 175 dwelling units~~. The development includes two sub-development sections: ~~Brickyard Manors Homes of Brickyard~~ (134 single-family units) and Brickyard Lake Estates (41 single-family units).

Internal paved public streets - lots shall all be served by thirty two (32) foot wide paved public streets pursuant to the City's ~~RS-8 & RT Single Family Residential zoning classifications~~. Residential Street Classification, Local Access Street Design Specification.

A variance from Article XII, Subdivision Regulations is granted to the developer to decrease the radius of the cul-de-sac from a minimum right-of-way radius of 64' and a minimum pavement radius of 50' to a 50' right-of-way radius and 42' pavement radius.

B. Zoning

The project includes approximately 67 acres generally located on both sides of South 10th Street, just north of the former L & N Railroad line and Industrial

Street. The Site is currently zoned RS-8 Single-Family Residential, with a section in the southeast corner of the development currently zoned GC General Commercial.

The Developer has previously filed a Zone Change and Preliminary Plat Application. Prior to the execution of this Agreement by the City, Developer shall resume the development review process including:

- (a) An application for zoning (hereinafter the "Zoning Application") of the Property so as to permit its development in accordance with the "Preliminary" Plat already submitted and paid for.

C. Streets External

1. Arterial Requirements

Externally, the development shall be accessed from South 10th Street and from South 6th Street.

Access to 6th Street shall initially consist of a dedicated an easement dedicated in Phase 1 and depicted on the Final Plat, Phase 1. Completion of street access to 6th Street shall not occur until A) Phase II the final phase of Homes of Brickyard Manors has begun development, and B) 6th Street has been improved by the City prior to completion of Phase III. The Developer shall construct at a minimum a 25 foot street stub on the easement. The City assumes all remaining costs associated with construction of the street to connect to 6th Street.

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2. Adjacent Streets

The density of the development (175 units) warrants completion of street improvements to South 10th Street. Street improvements shall consist of upgrading South 10th Street to a 60' foot right-of-way in front

of the development property, and a 'Local Access' ~~back-to-back street,~~ 32 feet wide ~~street (back of curb to back of curb)~~ with concrete curb and gutter and storm sewers, from 100 feet south of the old railroad right-of-way to the ~~northern edge of the development northeast corner of Lot 218~~ and a 29 feet wide ~~street (back of curb to back of curb) street from northern edge of the development to Main Street as depicted in Exhibit B. South 10th Street shall have a five foot sidewalk on the east side of the street in front of the development property and continuing north to Main Street. street from northern edge of the development to Main Street as depicted in Exhibit B. South 10th Street shall have a five foot sidewalk on the east side of the street in front of the development property and continuing north to Main Street. South 10th Street shall include full width improvements. Should the City decide to upgrade the street to 37 feet the City shall pay for the difference between a 32 foot street and a 37 foot street.~~

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~~Should costs arise in obtaining easements or public right-of-way, such as construction of off-street parking lots, the City shall assume the cost.~~

The Developer shall be responsible for the cost and the construction of this 'South 10th Street' improvement where 10th Street is contiguous to Developer's property ~~(1300 feet) with the use of an SSA from the northwest corner of Lot 5 to the southwest corner of Lot 68.~~ In addition, the ~~Developer~~ City shall be responsible for the cost and construction of this 'South 10th Street' improvement from the ~~North property line of the development northwest corner of Lot 5~~ to Main Street and from the ~~southwest corner of Lot 68~~ South property line of the development to 100 feet south of the ~~old~~ railroad right-of-way through private funding. The City shall agree to waive tap fees (dollar for dollar) in exchange for the Developer to use a private loan to pay

~~for the remaining improvements to South 10th Street not covered by the SSA.~~

Developer shall *only* be responsible for the following costs:

Construction or Reconstruction of street, concrete gutters, sidewalks, and proper storm water control. In addition, developer shall be responsible for engineering cost for S. 10th Street ~~contiguous to their property~~ the entire South 10th Street improvement. Any cost overruns contiguous to their property of these improvements which are funded by the Developer's private loan shall be the sole responsibility of the Developer.

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~~To assist with the cost of South 10th Street improvements:~~

~~The Developer shall elect to have the City institute a Special Service Area (SSA) District to fund the adjacent arterial streets and related utilities expense. SSA would be only for offsite 10th Street improvements that are necessary to mitigate traffic impacts and provide utilities related to the Brickyard Community.~~

The City shall pay the cost to move the power poles and ~~move~~ the electric on South 10th Street as the City sees fit for the project from Main Street to northern property boundary of the development site. ~~for the site and as is cost effective within the right-of-way.~~ The Developer will be responsible for the costs to relocate the electric lines underground in front of their property.

IV. Utilities

A. Electrical Improvements

1. Electrical Distribution within Brickyard Community

Upon the approval of a final plat, developer shall place in an escrow account the total estimated funds to cover the

estimated costs for all electric improvements to serve the project. Funds would be drawn on this escrow as costs are incurred. The applicant shall be allowed to deposit escrow monies on a per phase basis. Applicant must deposit 100% of escrow funds before each Phase is started and prior to any improvements.

2. Electrical Service Connection Fees

Homebuyers shall pay the customary deposit amount to cover actual hookups.

B. Water / Sewer

1. Onsite Water

The developer is responsible to construct, to city standards, all domestic water lines and facilities inside the Subdivision.

Separate water meters are required for each unit. Rock Bedding is not required on water lines unless directly under a street.

2. Onsite Sanitary Sewer

The developer is responsible to construct, to city standards, all sanitary sewers and facilities inside the Subdivision. Separate sanitary sewer laterals are required for each unit.

3. Offsite Water

Construction/Extension of public water mains shall be necessary to serve this site and additional easement dedications may be required, which shall be the City's responsibility to acquire. The development, as proposed, shall require extension of an existing water main adequate to serve the site as depicted in [Exhibit 'B'](#).

- (a) The Developer shall be responsible for the extension of an 8 inch water main from [the northeast corner of Lot 218 to the 4" main located approximately 100'](#)

~~south of the development. South Street OR the Silver Creek retirement community to the south property line of the development.~~ This includes extensions to 10th and 6th Streets. The City shall pay for the cost of the water main from ~~the northeast corner of South Street South Street OR Silver Creek retirement community~~ to Main Street. In addition, the City shall pay for the cost of all related reconnections of water service lines to the new water main along South 10th Street.

The City shall pay for the cost of upsizing the water main ~~from 8" to 10" (inches) along 10th Street, should the City determine it to be beneficial for the water system.~~

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- (b) The Developer shall be required to obtain the IEPA Permit authorizing the water project
- (c) Following completion of the water main extension and water mains, the improvements shall be dedicated to the City. The City shall be responsible for their maintenance.

4. Offsite Sanitary Sewer

- (a) The development, as proposed requires construction of an onsite pump/lift station and a force main ~~(on L&N ROW) direct to the Waste Water Treatment Plant (WWTP) directed to the Eisenhower lift station collection system~~ to serve this site as depicted in Exhibit B. Construction of some of these sewer improvements shall be on city property, as noted on the Plat. The Developer shall be responsible for obtaining City and State (IEPA) permits.
- (b) The Developer shall be responsible for the construction of a pump/lift station and ~~approximately 1200~~

~~linear feet of the entire~~ force main to service the development. The City shall provide the equipment (used equipment) and an emergency stand-by generator only for the pump/lift station. The Developer shall be responsible for the construction and installation of the foundation, pit and related improvements for the pump/lift station and force main. Following completion of the pump/lift station(s) and sewer mains to City specifications, the improvements shall be dedicated to the City. The City shall be responsible for their maintenance.

~~(c) — To assist with the cost of offsite sewer improvements the developer shall request to capture/recover the cost in a Special Service Area (SSA) District to be established by the City Council upon request from the Developer or other cost recovery methods.~~

5. ~~Over-sizing — Upon lift station and force main over-sizing for future growth, the City shall pay for any and all costs associated with over-sizing the lift station equipment for the benefit of future developments. The developer shall be required to engineer and construct the oversized facility and the City shall establish the 'Area of Benefit'. These products shall be verified by the City Engineer's review and approval.~~

C. Flood / Storm Drainage Systems

The flood and storm drainage systems shall be designed in accordance with the City requirements. A detention pond located in Brickyard Lake Estates along the western property line (within Brickyard Estates) shall be designed and built to handle the 10 year, 50 year and 100 year storm events. ~~Storm sewers shall be built within the development to drain into~~

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this facility. The detention pond shall discharge to the Silver Creek watershed directly to the west of the development.

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D. Recreation / Open Space

- ~~1. Park Development area required by code is 85,000 square feet (1.93 acres) of green space of which .96 acres must be improved to 'Active use' standards. (or a combination of improved park and park development fees).~~
- ~~2. Active park use The Plat now defines .53 acres of improved recreation area. The developer shall add another .43 acres of active park use to this site.~~
- ~~3. Passive Park Use; .93 acres of passive recreational area must also be provided. The west forested area of the Silver Creek Watershed, adjacent to the project may be dedicated to satisfy this requirement.~~
- ~~4. The Developer shall reserve his right to request to the City Council that the existing Park Development Fee be assessed, per dwelling unit may be paid in lieu of active green space to fulfill all or part of this requirement~~

~~In addition, the City is willing to accept the donated has accepted the dedication of 31.7 acres of wooded property owned by William McDaniel (west of the development) in exchange for the green space requirement. in exchange for the green space requirement. Also, the developer has agreed to clear an area of the wooded land large enough to accommodate a recreational field.~~

~~The City requires that should the Developer seek to redevelop Phase III of Brickyard Manors into two family units, he shall be~~

~~required to fulfill the active greenspace requirement; no payments in lieu of improved greenspace will be accepted in this circumstance.~~

~~5. Prior to commencing development, the Developer shall prepare and submit to the City a Final Plat with and improvement plans providing for green space/recreation improvements consistent with the City's Open Space/Recreation improvement requirements.~~

6. The City shall allow the developer to construct an earthen landscape berm on property currently owned by the City on the southern edge of the Brickyard Lake Estates property. This earthen berm shall be used to buffer the WWTP Waste Water Treatment Plant from the development. Details shall be provided on the final plat for approval.

E. Right-of-Way/Easements

Upon recording the final plat for each phase of development right-of-way/easements for drainage and public and private utilities shall be dedicated. ~~Upon final platting of Phase 1, the City shall obtain from the Developer a~~There is a proposed 10 foot easement along the easterly property line of Outlot A the development for future electrical service lines and an additional 10' of public right-of-way for the future 6th Street improvement. Each lot shall have a 10 foot rear yard easement for public and private utilities. All utility locations shall be pre-designed and coordinated with the City of Mascoutah.

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V. Minimum Design Guidelines (Basics)

A. Visual Standards ~~(Housing and Commercial)~~

Examples of similar single family homes will be submitted with the Final Plat. These exhibits represent the minimum standard of design that is acceptable. Any changes to these elevations which increase the standard of design are acceptable.

B. Covenants and Restrictions

~~A preliminary~~ The intended covenants and restrictions for the two sub-development sections will be submitted with the Final Plat.

C. Signage

There ~~shall~~ may be a monument sign for the single family development at their respective entrances. The City shall provide, and the Developer shall pay for, the street name signs.

D. Streetscape and Landscaping

The Developer shall submit a landscape plan for the development prior to submitting the final plat for review by the Council. ~~Each residential lot shall have landscaping incorporated with the construction of the residence.~~

E. Parking

The single family units shall have a minimum of two garage spaces and two additional concrete driveway spaces per City Code. ~~three garage spaces will also be allowed subject to Architectural Design Review. The use of the garage shall be for parking vehicles, this mandate shall be noted within the subdivision covenants.~~

~~F. Environmental~~

~~F. All environmental reviews have been completed and the site has been cleared.~~

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G. Loading / Unloading

G. All required loading and unloading spaces shall be designed in accordance with the Mascoutah Unified Land Development Code.

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VI. Revenues

A. Tap Fees & Surcharges

1. Sewer Taps

The City shall waive the current sewer tap fee of \$1,600.00 per residential unit from the date of the recording of the plat dollar for dollar until the loan amount is paid off. Any future increases (above \$1,600.00) to the sewer tap fee shall apply to this development.

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2. Sewer Surcharges

Sewer surcharges in effect at the time of the signing of this agreement shall not apply to this development.

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3. Water Taps

The City shall waive the current water tap fee of \$1,600.00 per residential unit from the date of the recording of the plat dollar for dollar until the loan amount is paid off. Any future increases (above \$1,600.00) to the water tap fee shall apply to this development.

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4. Fire Department

A fire surcharge fee of \$150.00 per unit shall be waived from the date of the recording of the plat dollar for dollar until the loan amount is paid off. Any future increases (above \$150.00) to the fire surcharge fee shall apply to this development.

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~~5. Electric Tap Fees~~

~~The City shall waive the current electric tap fee of \$450.00 per residential unit from the date of the recording of the plat dollar for dollar until the loan amount is paid off. Any future increases (above \$450.00) to the electric tap fee shall apply to this development.~~

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~~B. Property Tax Estimates~~

~~The estimated property taxes are summarized in Exhibit C.~~

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~~C. Preliminary Need / Use of SSA for Off-site~~

~~In order to develop Brickyard there are extensive improvements for water, sewer, and roads. A Special Service Area shall be used to fund these improvements. A summary of these offsite costs is included in Exhibit D. The SSA assessment shall be calculated at estimated \$300.00 per residential unit.~~

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~~A loan shall be established by the City to pay for the upfront improvements, to be paid off by the SSA. The loan shall be for a term of no more than 30 years, in an amount not to exceed \$783,483.75 in original principal balance, with the right to close the loan early, at no prepayment penalty to either party.~~

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~~Annually on May 31, the Developer agrees to pay all shortfalls between the actual collected SSA revenue of the project versus the actual SSA expenditures (including interest and principal payments on the loan). This agreement shall remain in place for the life of the SSA loan or until such time as SSA revenues exceed SSA expenditures for three consecutive years (exclusive of years in which interest was capitalized on the loan), at which point the annual coverage guarantee shall be terminated.~~

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~~All shortfalls paid by the Developer shall be considered reimbursable expenses under the SSA and shall be paid back to the Developer annually (as possible) with surplus~~

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~~funds generated by the SSA; that is, any excess money after the debt obligations on the loan have been met. The Developer shall also be entitled to interest on the reimbursable expenses paid at a rate matching the rate of the loan obtained by the City.~~

~~The Developer (both as a business entity and as an individual) agrees to sign a personal guarantee on the SSA loan.~~

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VII. Basic Legal Items

A. Ordinance.

This Agreement and the effectiveness of the existing zoning as described herein shall be expressly contingent upon proper ordinances being duly enacted as herein described upon the terms and conditions as herein agreed to.

B. Severability.

In the event any part or portion of this Agreement is held partially invalid or unenforceable by a court of competent jurisdiction, the remaining portions hereof shall continue in full force and effect.

C. Continuity of Obligations.

Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including successor corporate authorities to the City.

D. Covenants Running with the Land

The covenants and agreements herein contained, including the covenants and agreements in respect to payments to be made by any party to another as well as the covenants and agreements in respect to the benefits to be derived by such payments shall run with the land, and the liability to perform and the right to enforce performance of the

same shall pass to the heirs and assigns of the respective parties hereto. This Agreement may be recorded by any party.

E. Representations

1. The parties hereto represent and warrant to each other as of the date hereof that the execution, delivery and performance of this Agreement by each of them has been duly authorized and the Agreement constitutes the valid and binding obligation of each of them.
2. The Owner is the owner of record of certain real property located in the City of Mascoutah IL., in St. Clair County, Illinois more fully described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Property").
3. Both parties agree that a Development Agreement between the Developer and the City is required to facilitate the development review and approval process.
4. Both parties agree that the development provides both benefits to and impacts upon the City which are balanced by the agreed to provisions contained herein.
5. The Developer acknowledges that both parties shall execute a "Final Development Agreement prior to Approval of the Final Plat approval. This final agreement shall include revisions, additions, and final numbers resulting from the review process such as City Council additional Conditions of Approval. Intent – both this agreement and the conditions of approval shall be made consistent.

F. Notices.

All notices, requests and demand required or permitted hereunder shall be in writing and shall be deemed given when personally delivered or three (3) business days after deposit with the U.S. Postal Service, postage prepaid, registered or certified mail, return receipt requested, as follows:

If to the City:

City of Mascoutah, Illinois
Attn: City Manager
#3 West Main Street
Mascoutah, Illinois 62258

If to Developer:

Brickyard Development Group, LLC
Attn: Matt Stukenberg
P.O. Box 122
Mascoutah, Illinois 62258

G. Continuing Cooperation.

1. The parties hereto shall deliver or cause to be delivered at such times and places as shall be reasonably agreed, such additional instruments as any party may reasonably request for the purpose of carrying out this Agreement.
2. City and Developer agree that they shall not unreasonably withhold or delay any action required to carry out the terms provisions and intent of this Agreement, provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals it would not be obligated to grant, acting as a municipal corporation, absent this Agreement.

H. Choice of Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Any action under this Agreement and any action arising out of, or concerning, this Agreement shall only be brought in the Circuit Court of St. Clair County, Illinois.

I. Entire Agreement.

1. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof, and no other agreements or representations other than those contained herein have been made by the parties.
2. This Agreement may be amended only by written amendment duly signed by the parties hereto, and shall be effective only when signed by the authorized agents of such parties.
3. This Agreement shall inure to the benefit of the successors and assigns of any of the other parties.

J. Headings.

The headings contained in this Agreement are for convenience of reference only, and shall not be deemed to limit or expand the contents of the paragraphs contained in this Agreement.

K. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Signature to any one counterpart shall be deemed signature to all.

My Commission Expires: _____

State of _____)
County of _____) ss

On this ____ day of _____, 201~~5~~², before me, a Notary Public in and for said state, personally appeared _____, known to me to be the persons who executed the foregoing instrument on behalf of _____, and acknowledged that they executed the same as their free act and deed as such Trustees.

In Testimony Whereof, I have set my hand and affixed my official seal.

Notary Public

My Commission Expires: _____

State of _____)
County of _____) ss

On this ____ day of _____, 201~~5~~², before me, a Notary Public in and for said state, personally appeared _____, President _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have set my hand an affixed my official seal.

Notary Public

My Commission Expires: _____

CITY OF MASCOUTAH
Mascoutah, Illinois

TO: Honorable Mayor and City Council

FROM: Cody Hawkins, City Manager

SUBJECT: **Acceptance and Dedication of Subdivision Improvements for Chief View Estates (First Reading)**

MEETING DATE: October 5, 2015

REQUESTED ACTION:

Adoption of an Ordinance accepting the dedication of subdivision improvements for Chief View Estates, a six (6) lot single-family residential development located at the southwest corner of N. 6th Street and Fuesser Road.

BACKGROUND & STAFF COMMENTS:

On April 20, 2015, the City adopted an ordinance approving the final plat for Chief View Estates. Improvement plans were approved and a letter of credit posted by the developer to complete the improvements. Inspections were conducted as improvements were completed. Upon request by the developer, staff conducted a final inspection. The only outstanding item is the 5' wide sidewalk to be installed in the public right-of-way around the perimeter of the development along N. 6th Street and Fuesser Road. The letter of credit will be released upon completion of the sidewalk. Upon acceptance of the subdivision improvements, the City will retain 25% of the funds represented by the letter of credit to warrant that the improvements will be free from defect for a period of two years following the acceptance by the City Council.

RECOMMENDATION:

First reading; no action necessary.

Prepared By: 
Lisa Koerkenmeier, AICP
Assistant City Manager

Approved By: 
Cody Hawkins
City Manager

Attachment: A – Ordinance, Final Plat, Findings for Approval

ORDINANCE NO. 15-__

**AN ORDINANCE ACCEPTING ALL AREAS DEDICATED FOR PUBLIC USE
OF CHIEF VIEW ESTATES SUBDIVISION**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, pursuant to the recommendation of the Planning Commission and in accordance with the powers of the City of Mascoutah as a “Home Rule Unit” as granted by the Illinois Constitution, 1970, Article 7, Section 6 and in accordance with the Subdivision Ordinance of the City of Mascoutah, the final subdivision Ordinance of the City of Mascoutah, the final subdivision plat of the Chief View Estates Subdivision is hereby approved and all areas dedicated for public use are hereby accepted. The subdivision is described as follows:

Legal/Location Description:

A resubdivision of Outlot A of Indian Prairie Estates as recorded in Document A02034224 of the St. Clair County Recorder’s Office, being a Subdivision of Part of the West Half of Section 30, Township 1 North, Range 6 West of the 3rd P.M., City of Mascoutah, St. Clair County, Illinois.

This Ordinance shall go into full force and effect from and after its passage and approval all 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 19th day of October, 2015, and deposited and filed in the Office of the City Clerk in said City on that date.

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

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 19th day of October, 2015.

Mayor

ATTEST:

City Clerk
(Seal)

FINDINGS IN FAVOR OF APPROVAL

**Chief View Estates
Acceptance and Dedication of Improvements**

DATE: October 5, 2015

1. The development conforms with the City's Official Zoning Map.
2. A registered engineer or surveyor has certified via an 'as-built' survey plat that the layout of line and grade of all public improvements are in accordance with the submitted construction plans.
3. The Subdivision complies with all applicable laws, rules, and regulations.
4. The design of the project or the type of improvements will not conflict with any easement acquired by the public at large for access through, or use of, property within the proposed project.

Attachment A