

Mascoutah City Council

March 3, 2014

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, February 18, 2014 City Council Meeting (Page 1 to Page 6)
MINUTES, February 18, 2014 Executive Session Meeting (Confidential, see City Clerk)

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. IDOT Resolution/Permit to Construct a New Water Line on North 6th Street (CH RTE. 48) from Main Street to Church Street

(Page 7 to Page 8)

Description: Adoption of Resolution approving construction of an 8" water line on the east side of North 6th Street from Main St. to Church St. within the Illinois Department of Transportation (IDOT) right-of-way.

Recommendation: Council Approval and Adoption of Resolution.

2. Engineering Services – Sanitary Sewer Main Infiltration Testing, Phase 5 located within Subsystem 4

(Page 9 to Page 14)

Description: Approval of Engineering Services Agreement with RJN Group, Inc. for Sanitary Sewer Main Infiltration Testing, Phase 5 located within Subsystem 4.

Recommendation: Council Approval.

3. Fiber Terminations – Bid Ratification

(Page 15 to Page 15)

Description: Approval and authorization of bid for the Fiber Terminations.

Recommendation: Council Approval.

4. Illinois Park and Recreational Facility Construction (PARC) Grant Application (Page 16 to Page 18)

Description: Council approval of a Resolution of Support for the Fiscal Year 2014 Park and Recreational Facility Construction (PARC) Grant funds.

Recommendation: Council Approval and Adoption of Resolution.

5. Amended Development Agreement – Douglas Avenue Apartments (Page 19 to Page 31)

Description: Approval of the Amended Development Agreement for the Douglas Avenue Apartment Project.

Recommendation: Council Approval.

B. Council – Miscellaneous Items

C. City Manager

- IDOT Maintenance Agreement

9. PUBLIC COMMENTS (3 MINUTES)

10. ADJOURNMENT TO EXECUTIVE SESSION

- A. Personnel – Section 2(c)(1)
- B. Purchase/Lease of Property – Section 2(c)(5)

11. MISCELLANEOUS OR FINAL ACTIONS

12. ADJOURNMENT

POSTED 2/28/14 at 5:00 PM

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

FEBRUARY 18, 2014

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, Paul Schorr, John Weyant, and Pat McMahan.

Absent:

None.

Other Staff Present:

City Manager Cody Hawkins, City Clerk Kari Haas, City Attorney Mike Nowak, Finance Coordinator Lynn Weidenbenner, City Engineer Ron Yeager, 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 February 3, 2014 regular City Council meeting were presented and stood as presented. The minutes of the February 3, 2014 Executive Session meeting were presented and stood as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

David Dicenso – Stated that the primary concern of the Timberbrook HOA was the placement of a business within their neighborhood in violation of their indentures. Stated that they have done research and consulted with their counsel and the City's counsel and based on the FHA and FHAA which does not define them as commercial and can still

prohibit other commercial entities from entering into their subdivision. Stated that the Timberbrook HOA does withdraw its objections to the CUP.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – absent – January 2014 report was provided.

Public Safety Director Bruce Fleshren – absent – January 2014 report was provided.

Finance Coordinator Lynn Weidenbenner – Monthly financials provided. Councilman Weyant asked about the revenues in the Business District account. Finance Coordinator stated that those are for the business district sales tax. Councilman Weyant asked about the hotel taxes and the gaming machine taxes. Finance Coordinator stated that those would be on a revenue sheet and would get those totals for the Council. Councilman Grodeon asked about the TIF 2B fund balance and if that had all project expenses out of it. Finance Coordinator stated that there are still more expenses to come out of TIF 2B so that fund balance will decrease in the 4th quarter.

City Engineer/Director of Public Works Ron Yeager – Status report on public projects and monthly building permits report provided. Councilman Weyant asked about Park Drive and if it will have to be re-bid. City Engineer stated that the contractor would hold those prices until the Spring unless there was a huge jump in petroleum prices. City Engineer stated that they will double check again with the contractor.

Assistant City Manager Lisa Koerkenmeier – Monthly report was provided. Councilman Schorr asked what SCORE stood for. Assistant City Manager stated that it stands for Society Corps of Retired Executives, it's a source for small businesses or entrepreneurs to obtain free mentoring services.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: Chamber meeting, meeting with Mayor Graham (O'Fallon) and Mayor Vernier (Shiloh) with former Congressman Costello and the SWIL Leadership Council, ribbon cutting of the new Stan Musial Veteran's Memorial Bridge, teleconference with IML Legislative Committee and IML Executive Committee.

City Council

Grodeon – Attended the following meetings and functions: Ribbon cutting of the new Stan Musial Veteran's Memorial Bridge and the 5K for the opening of the bridge.

Schorr – Nothing to report.

Weyant – Attended the following meetings and functions: MIA meeting.

McMahan – Attended the following meetings and functions: MIA meeting.

City Manager – Nothing to report.

City Attorney – Nothing to report.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The January 2014 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Councilman Schorr asked about the phone bill for Frontier. City Manager stated that bill is for the land lines.

Councilman Schorr asked about the lighting repairs at the Library and if those types of expenses will go away after passage of the resolution tonight. City Manager stated that those types of maintenance costs will go away if the resolution is approved.

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

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

PC 14-01 – CONDITIONAL USE PERMIT FOR A COMMUNITY-INTEGRATED LIVING ARRANGEMENT IN A RS-10, SINGLE FAMILY RESIDENTIAL DISTRICT AT 476 FALLING LEAF WAY

City Manager presented report for Council consideration of approval of a Conditional Use Permit (CUP), with conditions, for a Community-Integrated Living Arrangement in a RS-10, Single Family Residential District at 476 Falling Leaf Way by adoption of Ordinance.

McMahan moved, seconded by Weyant, to approve and adopt Ordinance No. 14-01, approving a Conditional Use Permit for a community-integrated living arrangement for the developmentally disabled at 476 Falling Leaf Way, subject to the Findings and Conditions of Approval.

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

RESOLUTION AUTHORIZING TRANSFER OF OWNERSHIP OF 3 WEST CHURCH STREET

City Manager presented report for Council consideration of approval of resolution authorizing the transfer of ownership of 3 West Church Street, Mascoutah, IL.

Schorr moved, seconded by McMahan, to approve and adopt Resolution No. 13-14-16, authorizing the transfer of ownership of 3 West Church Street, Mascoutah, IL and authorize appropriate officials to execute the required documents.

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

MAIN STREET CLOSING – SPRING FEST WITH IDOT RESOLUTION

City Manager presented report for Council consideration of approval of request from Mascoutah Chamber of Commerce to close Main Street (IL 177) on May 16, 2014 for the Spring Fest.

Grodeon moved, seconded by Weyant, to authorize the closing of Main Street (IL 177) from First Street to Market Street on May 16, 2014 from 4 p.m. to 2 a.m. for the annual Spring Fest by adopting Resolution No. 13-14-17.

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

CITY HALL GENERATOR – BID AWARD

City Manager presented report for Council consideration of approval and authorization of bids for furnishing all labor, equipment and materials to install an emergency backup generator for City Hall.

Mayor stated that he agrees that it is needed but asked what generated the need for this. City Manager stated that this is one of those things that had been put off for years due to the General Fund being in deficit and is something needed especially with having EMS operating 24 hours a day at the building and will also provide a shelter if needed.

Councilman Schorr asked if this would be an automatic start when the power goes off. City Manager stated that it will. Councilman Schorr asked where it will be placed. City Manager stated it will be on the east side of the building on a concrete pad and will have buffers around it.

Councilman Grodeon asked why a diesel generator was chosen over a natural gas generator. City Manager stated that the primary reason was cost. City Manager stated that a natural gas generator would have cost over \$125,000 without installation and without having the gas line piped in. Councilman Grodeon commented on the maintenance associated with a diesel generator. City Manager stated that it will be on an exercise schedule where it is run at least once per week.

Councilman Weyant asked about the City having their own diesel. City Manager stated that we do have a 1,000 gallon diesel tank at the Power Plant. City Engineer stated that the majority of the backup generators at the lift stations are diesel. City Engineer stated that we also have an annual maintenance contract where the diesel generators are checked and filled monthly.

Weyant moved, seconded by Schorr, to approve the bid of \$52,160.00 to CK Power Systems for furnishing all labor, equipment and materials to install an emergency backup generator for City Hall and authorize appropriate officials to execute the necessary documents.

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

COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

City Manager presented report for Council consideration of approval of a resolution of support for the Program Year 2014 Community Development Block Grant (CDBG) funds. The project includes replacement of a 4" cast iron water main and associated valves and fire hydrants with a new 6" PVC water main and will relocate service connections to the front yards. This work will be performed within the street right-of-way to eliminate the old main located in rear yard easements as follows: West Oak Street between 2nd and 4th Street and West Patterson Street between 2nd and 4th Street.

Councilman Schorr asked if we don't receive the grant are we going to do this project anyway. City Engineer stated that we could but like to keep certain amount of projects identified that qualify for the CDBG.

Councilman Schorr asked if the water pressure has been helped in Hunter's Creek with the replacement of these water lines. City Engineer stated that it has some because we have raised the water level a few feet over the last couple years.

Councilman Weyant asked if we still had plans to install a water main on 6th Street. City Engineer stated that one will need to be run eventually but probably not until a developer would come in.

Grodeon moved, seconded by Schorr, to move forward with this project, utilizing Water and Sewer Funds for matching funds and adopt Resolution No. 13-14-18.

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

POOL FEES RESOLUTION

City Manager presented report for Council consideration of approval of the Pool Fees Resolution, increase some of the pool fees beginning in the 2014 season.

Councilman Schorr commented on the fee schedule and thought it looked good. Councilman Schorr asked if the residential rates were just for residents. City Manager stated that the residential rate is for residents within in the school district.

Mayor asked if we knew how many non-residential pool passes have been issued. City Manager stated that they can go through the passes and figure that out.

Council discussed the residential rate and having it only be for residents who live in the City and who pay property taxes to the City not for residents who are within the school district since that is a much wider area and many of those do not pay property taxes. Council was in consensus to change the residential rate to only be for those residents who live in the City limits and amend the resolution to include that wording.

Weyant moved, seconded by Schorr, to approve and adopt Resolution No. 13-14-19, Pool Fees Resolution increase the fees beginning in the 2014 season, as amended.

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

COUNCIL – MISCELLANEOUS ITEMS

Councilman Schorr commented on the article that was passed along by the City Manager.

Councilman Grodeon commented on having a police officer present at the meetings.

CITY MANAGER – MISCELLANEOUS ITEMS

None.

PUBLIC COMMENTS

None.

ADJOURNMENT TO EXECUTIVE SESSION

Grodeon moved, seconded by Schorr, to adjourn to Executive Session to discuss Personnel – Section 2(c)(1) at 7:52 p.m.

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

RETURN TO REGULAR SESSION

Schorr moved, seconded by Grodeon, to return to Regular Session at 7:56 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

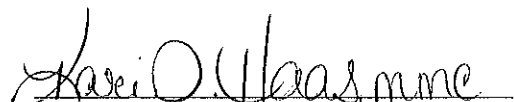
MISCELLANEOUS OR FINAL ACTIONS

Council discussed doing the City Manager's performance evaluation at the next meeting.

ADJOURNMENT

McMahan moved, seconded by Schorr, to **adjourn at 8:02 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: **IDOT Resolution/Permit to Construct a New Water Line on North 6th Street (CH Rte. 48) from Main Street to Church Street**

MEETING DATE: March 3, 2014

REQUESTED ACTION:

Adoption of Resolution approving construction of an 8" water line on the east side of North 6th Street from Main St. to Church St. within the Illinois Department of Transportation (IDOT) right-of-way. *The Resolution is attached; the full packet is available upon request.*

BACKGROUND & STAFF COMMENTS:

The City of Mascoutah has secured required IEPA permits to construct this new water line to connect the recently constructed 8" water line on Main Street to the existing 8" water line on Church Street. IDOT must grant the City permission for this work. A Resolution is the required method to obtain the permit.

FUNDING:

No costs involved.

RECOMMENDATION:

City Manager recommends that the Council approve and adopt this resolution.

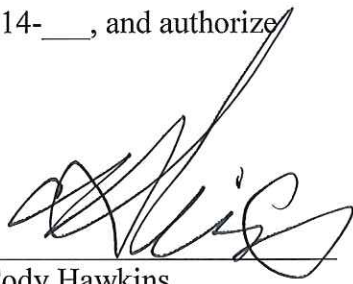
SUGGESTED MOTION:

I move that the Council approve and adopt IDOT Resolution No. 13-14-____, and authorize appropriate City officials to execute appropriate documents.

Prepared By:


Ron Yeager
City Engineer

Approved By:


Cody Hawkins
City Manager

Attachments: A – Permit Resolution

RESOLUTION NO. 13-14-__
PERMIT RESOLUTION

WHEREAS, the City of Mascoutah, located in the County of St. Clair, State of Illinois, wishes to install an 8-inch water main to conditions and restrictions of Permit No. 8-28792, within the right of way of County Highway 48 (6th Street), which by law comes under the jurisdiction and control of the Department of Transportation of the State of Illinois; and,

WHEREAS, a permit from said Department is required before said work can be legally undertaken by said City of Mascoutah; now,

THEREFORE, be it resolved by the City of Mascoutah, County of St. Clair, State of Illinois:

FIRST: That we do hereby request from the Department, State of Illinois, a permit authorizing the City of Mascoutah to proceed with the work herein described.

SECOND: That we hereby pledge the good faith of the City Council of the City of Mascoutah AND guarantee that all work shall be performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the State of Illinois; and, to hold the State of Illinois, Department of Transportation, harmless on account of any damages that may occur to persons or property during the prosecution of such work; and, assume all liability for damages to persons or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

THIRD: That we hereby state that the proposed work is not to be performed by the employees of the City of Mascoutah.

FOURTH: That the proper officers of the City Council are hereby instructed and authorized to sign said permit in behalf of the City of Mascoutah.

Mayor
CITY OF MASCOUTAH

I, Kari D. Haas, City Clerk, hereby certify the above to be a true copy of the Resolution passed by the Mascoutah City Council, County of St. Clair, State of Illinois.

Dated this 3rd day of March, A.D., 2014.

City Clerk
CITY OF MASCOUTAH

(SEAL)

ATTACHMENT A

CITY OF MASCOUTAH
City Manager's Office

Staff Report

TO: Honorable Mayor and City Council

FROM: Cody Hawkins, City Manager

SUBJECT: **Engineering Services – Sanitary Sewer Main Infiltration Testing,
Phase 5 located within Subsystem 4**

DATE: March 3, 2014

REQUESTED ACTION:

Approval of Engineering Services Agreement with RJN Group, Inc. for *Sanitary Sewer Main Infiltration Testing, Phase 5* located within Subsystem 4.

BACKGROUND INFORMATION:

This project has been identified by staff as the fifth segment of the sewer collection system to be tested and repaired to minimize groundwater infiltration reaching the sewage treatment plant. Flow meter data at the plant indicates excessively higher flows immediately following periods of moderate to heavy rains. The flow rates at the plant have increased two to four times the normal flow rate depending on the intensity and duration of the storm events. Repairing or sealing of this portion of the trunk-line will prevent high ground water from entering the system at this location that currently surcharges the mains. Excessive infiltration can potentially cause sewer back-up issues without emergency by-pass pumping.

Engineering Services: This request is for engineering services approval. Staff recommends approving a contract with RJN Group for engineering services in the amounts of \$50,000.00 to smoke test approximately 24,000 feet of sewer mains and inspect 73 manholes located between 4th Street and Grant Drive. See Attachment A, RJN Proposal and study area map.

FUNDING:

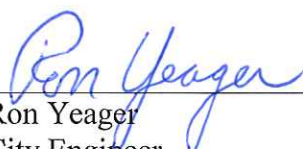
This project will be paid for with City Sewer funds.


RECOMMENDATION:

The City Manager recommends approving a contract with RJN Group, Inc. for engineering services in the amount of \$50,000.00 for Phase 5 of field testing and capacity evaluation of the sanitary sewer mains located within Subsystem 4.

SUGGESTED MOTION:

I move that the Council accept the City Manager's engineering recommendation to approve RJN Group Inc. for the *Sanitary Sewer Main Infiltration Testing, Phase 5 Project* located within Subsystem 4 and authorize appropriate City officials to execute the necessary documents.

Prepared By: 
Ron Yeager
City Engineer

Approved By: 
Cody Hawkins
City Manager

Attachment A – RJN Group’s Professional Services Proposal dated February 28, 2014

February 28, 2014

Mr. Ron Yeager, P.E.
City of Mascoutah
#3 West Main Street
Mascoutah, IL 62258

Subject: Inflow and Infiltration Investigation Proposal for Subsystem 4

Dear Mr. Yeager:

RJN Group, Inc. is pleased to present this proposal to conduct Inflow and Infiltration (I/I) investigations in the Subsystem 4 portion of the Mascoutah Wastewater Collection System, not including the sanitary sewers upstream of the 9th Street Lift Station.

Based on our discussion on February 24, RJN has prepared a scope that allows for an investigation of a portion of Subsystem 4. Our specific Scope of Services is designed to meet two objectives: 1) Prepare an I/I evaluation of the Subsystem and 2) attempt to identify sources that may be contributing to backups.

RJN will conduct the evaluation in the same manor and provide the same report format as was conducted last year in Subsystem 3.

SCOPE OF SERVICES

RJN Group, Inc. will conduct a thorough investigation of a portion of the Subsystem 4 study area using its standard defect quantification procedures and field survey forms.

RJN will identify building defects (downspouts) through visual identification. Downspouts not confirmed connected through smoke testing will be tested with dye.

RJN will inspect each manhole (if accessible) with a full descent inspection that will identify all lines entering and leaving the manhole, along with a measured elevation of each pipe invert. RJN performs a comprehensive below-ground inspection of sanitary sewer manholes and a visual inspection of pipes. The type of construction of each manhole is recorded and the physical location relative to storm sewers, ditches, etc., is recorded. All subsurface manhole components from the frame seal, walls, and manhole bench and trough are inspected.

RJN will use its two blower smoke testing protocol for each accessible line in the study area. All observable defects will be recorded and input into a database. RJN will provide public notification of smoke testing through the use of door hangers.

Segments needing cleaning will be identified along with areas where dyed water flooding and CCTV is necessary to confirm pipe defects.

RJN will prepare a report of all findings.

SCHEDULE

RJN anticipates 2-3 months of favorable weather will be needed to perform the field work with 1 month needed for the report development.

PROJECT FEE

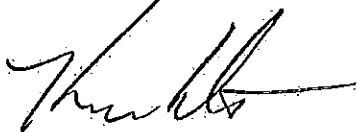
We propose to perform the scope of services for:

23,994 linear feet of sewer pipe, 73 manholes for the lump sum of \$ 50,000.

RJN will invoice the City monthly, based on the percentage of work completed.

Thank you for the opportunity to present this fee proposal. Please contact me with any questions or comments.

Sincerely,
RJN GROUP, INC



Kevin White, P.E.
Project Manager
RJN Group, Inc.

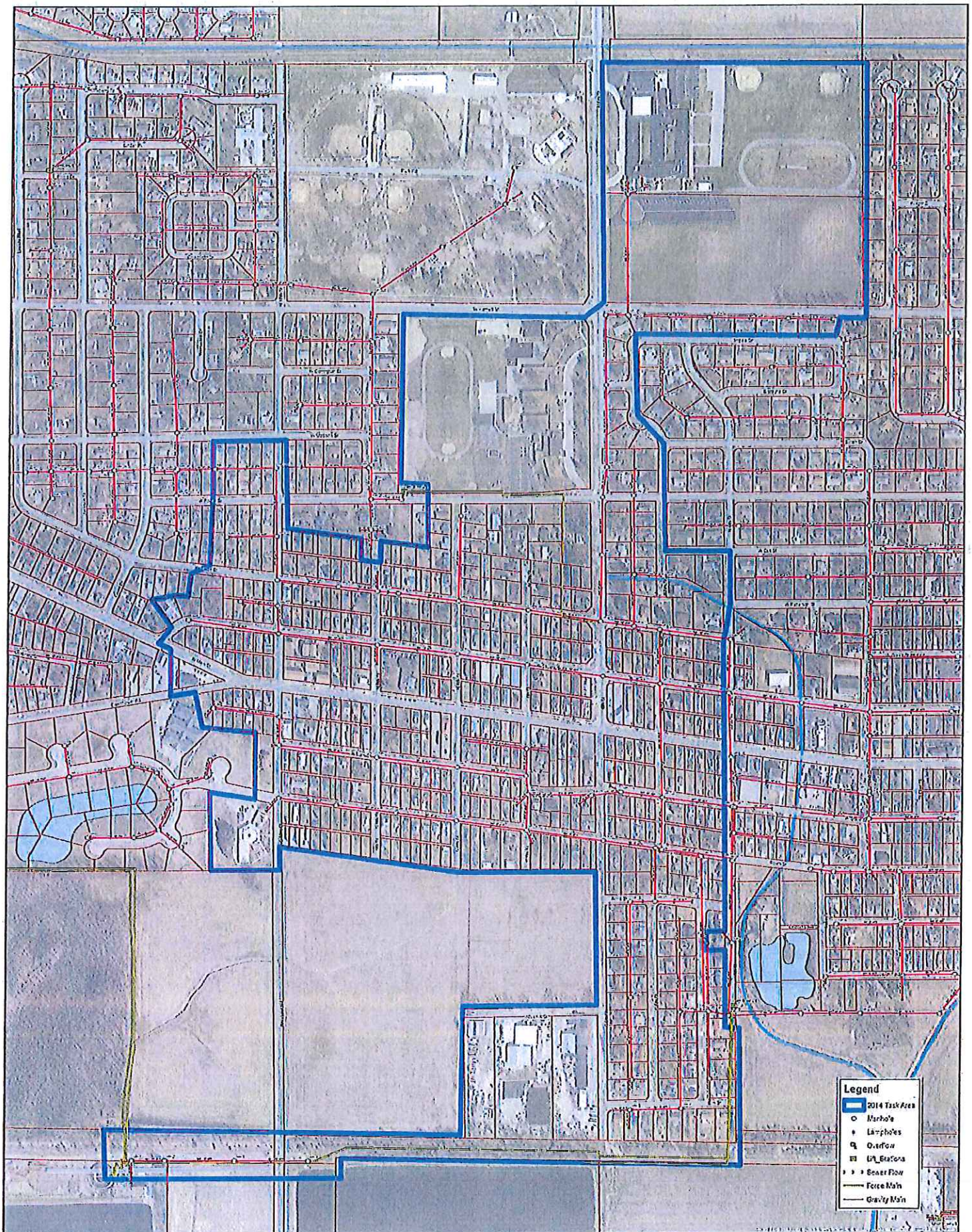
Mascoutah, IL Cost Estimate

Linear Feet
Maholes
Dye Days
Wet Days
CCTV

23,994
73
4
0

Rates Units

Manhole Inspections	\$ 115.00	Each	\$ 8,395.00
Smoke Testing	\$ 0.55	Linear Foot	\$ 13,196.70
Dye Testing	\$ 2,250.00	Day	\$ 9,000.00
CCTV	\$ 1.70	Linear Foot	\$ -
DataProcessing and Reports		Lump Sum	\$ 19,408.30
Subtotals			\$ 50,000.00



2014 Mascoutah III Field Map
Subsystem 4



Map Sheet: 33
Total Length: 23,511 ft



0 137.5 275 550 Feet

Mascoutah, PO Box 818-541-2555
Mascoutah Fire Department: 818-541-2370
Mascoutah City Engineer: 818-541-3164

rjngroup
The Water & Wastewater Experts

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: **Fiber Terminations – Bid Ratification**

MEETING DATE: March 3, 2014

REQUESTED ACTION:

Approval and authorization of bid for the Fiber Terminations.

BACKGROUND & STAFF COMMENTS:

The fiber terminations into the patch panels at 9 buildings and 18 pump stations were not included in the original fiber network bid specs. A quote was received from Dice Communications, Inc. who was awarded the contract for the network platform and inside wiring of all buildings and locations. Spectrum Engineering Corporations has reviewed the bid and agrees that it is a good bid (good price and correct equipment). Since this project is funded by a federal grant, the COPS grant administrator was contacted regarding this and gave the City the approval to move forward without having to bid out the work since the contract is already in place for the network platform. This information was emailed to Council two weeks ago. City Attorney stated that if Council agreed to move forward that the contract could be ratified at the next Council meeting which is tonight so that the project could proceed.

FUNDING:

This project is funded by a \$650,000 Federal Grant the City received in 2011.

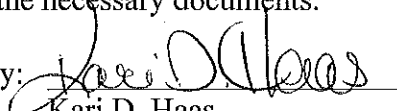
RECOMENDATION

Approval and ratification for the Fiber Terminations contract with Dice Communications, Inc. in the amount of \$59,000.00.

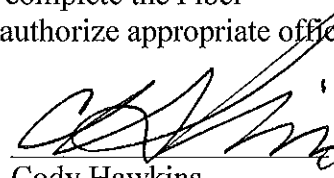
SUGGESTED MOTION:

I move that the Council ratify approval of the bid of \$59,000.00 to complete the Fiber Terminations to Dice Communications, Inc. of Omaha, NE and to authorize appropriate officials to execute the necessary documents.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

**CITY OF MASCOUTAH
Staff Report**

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: **Illinois Park and Recreational Facility Construction (PARC) Grant Application**

MEETING DATE: March 3, 2014

REQUESTED ACTION:

Council approval of a Resolution of Support for the Fiscal Year 2014 Park and Recreational Facility Construction (PARC) Grant funds.

BACKGROUND INFORMATION:

The PARC Grant Program provides for grants to be distributed by the Illinois Department of Natural Resources (DNR) to local governments for park and recreation construction projects. The main intent of the program is to construct or rehabilitate/renovate existing recreation buildings/structures. The program was created in November 2009 and funded for one year thereby establishing an initial grant cycle. However, this is only the second grant cycle offered since its inception due to lack of State funds. The maximum grant amount available per project for the FY 2014 grant cycle is \$2.5 million. The PARC grant program operates on a reimbursement basis and can provide up to 75% state funding assistance on total approved project costs. PARC grant funds cannot be used to match other state or federal grant funds.

A sub-goal in Parks and Recreation Chapter of the 2008 Comprehensive Plan includes establishing a skateboard park, located at the tennis courts in Scheve Park. The skateboard park project was included in the 2010-2014 Capital Improvements Plan, specifically for Fiscal Year 2014 for an amount of \$50,000. Currently, the project is proposed for FY 2016 (May 1, 2015-April 30, 2016) for \$50,000. The construction of the skateboard park is estimated at \$100,000. If a PARC grant is received, the City's participation in funding would be \$25,000.

FUNDING:



Should the Council approve this project (and we are awarded the grant), it will constitute a budget commitment under "Projects" in the amount noted above.

RECOMMENDATION:

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

MOTION:

I move that the Council approve Resolution #13-14-____, authorizing the City to apply to IDNR for a \$100,000 PARC grant to construct the skateboard park in Scheve Park and authorize appropriate City officials to execute the required documents.

Prepared By:  Approved By: 
Lisa Koerkenmeier Cody Hawkins
Assistant City Manager City Manager

Attachment: A – Resolution #13-14-__

PARC-3 RESOLUTION OF AUTHORIZATION

1. Project Sponsor: _____

2. Project Title: _____

The _____ hereby certifies and acknowledges that it has 100% of the funds
(local project sponsor)

necessary to complete the pending PARC project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The _____ further acknowledges and certifies that it will comply with
(local project sponsor)

all terms, conditions and regulations of 1) the Park and Recreational Facility Construction Grant Program (PARC) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with PARC assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the PARC programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the _____ certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the _____ at a legal
(local project sponsor)
meeting held on the _____ day of _____, 20_____.

(Authorized Signature and Title)

ATTESTED BY:

(Name and Title)

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor and City Council

FROM: Cody Hawkins City Manager

SUBJECT: **AMENDED Development Agreement – Douglas Avenue Apartments**

MEETING DATE: March 3, 2014

REQUESTED ACTION:

Approval of the Amended Development Agreement for the Douglas Avenue Apartment Project.

BACKGROUND AND STAFF COMMENTS:

City staff has completed the review of the final site plan and building plans for the Douglas Avenue Apartments. Water and sewer permits for the development have been reviewed and sent to IEPA. It is anticipated that construction of Phase 1 of the project, which will include the first apartment building, required parking, and the milling and repaving of Douglas Avenue should begin within the next 30-60 days. As staff and the developer completed the review of the final documents, it became apparent that the Development Agreement approved in August 2011 required refinement. The Development Agreement spelled out the incentives the City was willing to offer the Developer (M.T.S. Development), and what the City's expectations were in return.

The core of the Amended Agreement is as follows:

- The Developer is allowed to construct the project in phases and may build one apartment building at a time. Allowing the project to be built in phases, required inserting time frames for when improvements are to be completed. For example, the milling and repaving of Douglas Avenue is to be completed in Phase 1, and the work accepted by the Public Works Director, prior to obtaining occupancy permits for the first apartment building.
- The City Manager may initially issue up to four (4) building permits for each apartment building if the Developer pays the Building Permit fee up front. The Developer agrees to pay the remaining Building Permit fee balance for buildings 2, 3 and 4 when commencement of work authorized by the permit is initiated by the Developer. If the Developer fails to complete buildings 2, 3, and 4 and the Building Permit expires, the Developer forfeits the Building Permit fee.
- It was determined by the Illinois Department of Revenue that the Developer cannot establish a sales tax number for the project to record purchases of all materials from the site, and thus the City collect additional sales tax. In lieu of the City collecting additional sales tax in this

manner, the Developer is required to pay for the land gained from the vacation of Douglas Avenue at \$0.60/per square foot.

- The Developer will mill and repave Douglas Avenue, from the western property line of the project to the intersection of Douglas Avenue and Sixth Street at his expense and at an agreed estimated price. A "fixed" square yard and unit prices shall be established when the Developer initiates the paving of Douglas Avenue.
- Upon completion of repaving of Douglas Avenue the City will "rebate" water and sewer tap fees for the project on a dollar for dollar basis.

FUNDING:

No financing is being provided by the City, so any funding necessary will be provided by the Developer.

RECOMMENDATION:


Staff recommends that the Council approve this amended Development Agreement.


SUGGESTED MOTION:

I move that the Council approve the Amended Development Agreement between the City of Mascoutah and M.T.S. Development (Matt Stukenberg), for the Douglas Apartment Complex.

MOTION_____ **SECOND**_____

Ayes_____ Nays_____ Abstentions_____

Prepared By: 
Lisa Koerkenmeier
Assistant City Manager

Approved By: 
Cody Hawkins
City Manager

Attachments: A – Amended Development Agreement for Douglas Apartment Project

City of Mascoutah

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



DEVELOPMENT AGREEMENT

This Agreement made and entered into this ____ day of _____, 2014
by and between the City of Mascoutah, Illinois, a Home Rule municipality organized
as a municipal corporation of the State of Illinois (hereinafter the "City"), and
M.T.S. Development (hereinafter "Owner/Developer" or "Developer")

WITNESSETH:

Whereas, 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 as
*"Lots 16-25 and part of Douglas Avenue of North Towne, a Subdivision of Part of the
NW ¼ of the NE ¼ of Section 30, Township 1 North, Range 6 West of the Third
Principal Meridian, St. Clair County, Illinois, and recorded in Plat Book 78, page 79
of the St. Clair County, Illinois Records",*
and incorporated herein by reference (hereinafter the "Property"); and

Whereas, the Developer is desirous of constructing certain improvements
including, but not limited to, ~~three 15 unit apartment buildings, and one 16 unit
apartment building,~~ four, 15-unit or 16-unit apartment buildings, the total not to
exceed 61 units; (hereinafter the "Project"); ~~a total of in a consolidated project and~~

Whereas, Developer has represented and demonstrated to City that
significant potential public benefits ~~attend~~ will ~~result from~~ the development of the
Property; and

Whereas, the City, after due and careful consideration has concluded that the development of the Project will be of significant benefit to the City in terms of new tax revenue; and

Whereas, the Mascoutah City Council on August 1, 2011 approved a Development Agreement with the Developer to construct the fore mentioned apartment buildings; and

Whereas, the City and the Developer have determined that amendments to the Development Agreement are required.

Now, therefore, in accordance with the City's general authority and Home Rule authority, under Illinois law and for and in consideration of the mutual covenants, promises and conditions herein contained, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. The Developer shall construct the Project in accordance with the terms and conditions contained therein.
2. The Developer shall be allowed to construct the Project in phases and may build one apartment building at a time in accordance with the conditions set here within.
3. The Developer ~~will~~ shall commence permitting and construction of the Project within 24 ~~three (3)~~ months of City Council approval of this Agreement.
4. Upon staff approval by the City of site plan and building plans for the Project, the City Manager may issue up to four (4) building permits to allow the construction of each apartment building. Every permit shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work

authorized by such permit is suspended or abandoned for a period of 180 days after the time work is commenced. For the purpose of this Agreement, "commencement of work authorized by the permit," shall be defined as actual construction of the apartment building for which the permit was issued. The City Manager shall be authorized to grant an extension of time for a period of not more than 90 days. The extension shall be requested by the Developer in writing and justifiable cause shall be demonstrated.

5. To secure permits for apartment buildings #2, #3 and #4, the Developer shall pay the building permit fee. The Developer agrees to pay the remaining building permit fee balance, i.e. (sewer tap; water tap; secondary electric deposit; electric, sewer, storm drain and fire surcharges if applicable) when commencement of work authorized by the permit is initiated by the Developer. If any permit becomes invalid, the City shall retain the building permit fee portion of the permit.
6. ~~The City hereby certifies that the Project is currently zoned "RM" Multi-Family and is suited for the Developer's proposed.~~
7. ~~The Developer will commence permitting and construction of the Project within 24 months of approval of this Agreement.~~
8. The Developer agrees to submit a check in the amount of \$9,000 \$12,400 to the City, which shall be held in escrow and applied towards the building permit for the first of the four proposed apartment buildings for compensation to vacate a section of Douglas Avenue right-of-way, measuring 20,714 square feet, more or less.

9. Upon receipt of said payment, the City shall immediately proceed with recording the vacation of the proposed section of East Douglas Avenue.
10. A utility easement shall be retained for the 70' strip of right-of-way (including existing easements) from eastern terminus of Douglas Avenue easterly 415' to the east property line of the Project. All existing easements shall be retained within the Project Area and an easement obtained for the vacated section of Douglas Avenue.
11. The Developer shall also establish a sales tax number for the Project with the Illinois Department of Revenue, whereby all materials purchased for construction of the project shall be recorded as purchased from the site, and sales tax thus collected. The Developer shall submit quarterly sales statements to the City, with such documents as City staff require, as evidence that this action has occurred.
12. The City agrees, in recognition of the Projects' potential for new long-term tax revenue and fees, to abate rebate a portion of the water and sewer tap fees generated by the Project in exchange for the Developer repaving the remaining portion of Douglas Avenue, in an amount and manner as hereafter delineated.
13. The Developer shall mill and repave Douglas Avenue, from approximately 63' west of the western property line of the Project to the intersection of Douglas Avenue and Sixth Street, at Developer's expense and to the standards required by City Staff, based on comparable projects. The City and Developer agree to an estimated price of \$18.38 per square yard to mill and repave Douglas Avenue and \$9,200 for incidentals, i.e. curb repairs, base

repairs and inlet adjustments, of which a "fixed" square yard and unit prices shall be established when Developer initiates paving of Douglas Avenue.

14. The Developer shall initiate the milling and repaving of Douglas Avenue upon issuance of a building permit for apartment building #1 and shall have repaving of Douglas Avenue completed and accepted by the Public Works Director prior to obtaining occupancy permits for apartment building #1.

15. The City and Developer agree upon completion of repaving of Douglas Avenue the City shall waive rebate water and sewer tap fees for the Project on a dollar for dollar basis.

16. The Developer agrees that all site improvements including landscaping and pavilions shall be installed and constructed prior to the occupancy of apartment building #3.

17. The Developer agrees to disclose the terms of this Development Agreement to any future party included on the deed for the Property.

- (1) **Ordinance.** This Agreement and the effectiveness of the 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.
- (2) **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.

- (3) **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.
- (4) **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.
- (5) **Representations.** 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.
- (6) **Additional City Covenants.**
- (7) **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:
- a. If to the City:
- City of Mascoutah, Illinois

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

b. If to Developer:

M.T.S. Development
Attn: Matt Stukenberg
614 Industrial, P.O. Box 122
Mascoutah, IL 62258

(8) **Continuing Cooperation.**

- a. 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.
- b. 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.

- (9) **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.

(10) **Entire Agreement.**

- a. 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.
- b. 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.
- c. This Agreement shall inure to the benefit of the successors and assigns of any of the other parties.

(11) **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.

(12) **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.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

CITY OF MASCOUTAH, ILLINOIS

By: _____

Gerald Daugherty

SEAL:

Attest: _____

Kari Haas

Title _____

By: _____ By: _____

Name _____

a _____ company

By: _____

SEAL:

State of Illinois)
) ss
County of St. Clair)

On this _____ day of _____, 2014, before me, a Notary Public in and for said state, personally appeared Gerald Daugherty, Mayor, known to me to be the person who executed the foregoing instrument on behalf of the City of Mascoutah, Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of said City and that said instrument was signed and sealed on

behalf of said City by authority of its City Council and said Gerald Daugherty acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires: _____

State of _____)
) ss
County of _____)

On this ____ day of _____, 2014, 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 _____)
) ss
County of _____)

On this _____ day of _____, 2014, 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: _____