Mascoutah City Council
April 6, 2020
REGULAR MEETING AGENDA

7:00 pm – City Council Meeting

Virtual Meeting – see below for instructions on attending

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**, March 16, 2020 City Council Meeting *(Page 1 to Page 6)*
   MINUTES, March 23, 2020 Special Virtual City Council Meeting *(Page 7 to Page 8)*

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. **Budget 20/21 Adoption of Ordinance (second reading)**
      (Page 9 to Page 12)
      Description: Council approval and adoption of the City's FY20/21 Budget.

      Recommendation: Council Approval and Adoption of Ordinance.

   2. **Code Change – Electric, Water & Sewer Rates (second reading)**
      (Page 13 to Page 22)
      Description: Council approval of revisions to Chapter 11 – Electric System and Chapter 38 – Water and Sewer Rates of the City Code by adoption of ordinance.

      Recommendation: Council Approval and Adoption of Ordinance.

3. **Engineering Services – South Street, Independence Street, and John Street Improvements Project.** *(Page 23 to Page 39)*

   Description: Council approval of an Engineering Services Agreement with Oates Associates, Inc. for the design and preparation of plans and specifications for the South Street, Independence Street, and John Street Improvements Project.

   Recommendation: Council Approval.

4. **IDOT Resolution/Expenditure of MFT Funds for Maintenance of Streets and Highways.** *(Page 40 to Page 43)*

   Description: Council adoption of Resolution approving the 2020 Motor Fuel Tax Maintenance Program beginning May 1, 2020 and ending April 30, 2021.

   Recommendation: Council Approval and Adoption of Resolution.

B. Council Miscellaneous Items

C. City Manager

9. PUBLIC COMMENTS (3 MINUTES)

10. ADJOURNMENT TO EXECUTIVE SESSION - NONE

11. MISCELLANEOUS OR FINAL ACTIONS

12. ADJOURNMENT

POSTED 4/2/20 at 5:00 PM

Gov. Pritzker's March 16th Executive Order waived the attendance requirements for public meetings to allow for virtual attendance. As a result, this meeting will be held virtually through GoToMeeting. In-person attendance will not be allowed, but public attendance and comment will be available through the virtual meeting.

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

MARCH 16, 2020

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

PUBLIC HEARING – FY20/21 BUDGET

Mayor Gerald Daugherty called the public hearing to order at 6:30 p.m.

Present:
Mayor Gerald Daugherty and Council members John Weyant, Pat McMahan, Michael Baker, and Walter Battas.

Absent:
None.

Other Staff Present:
City Manager Brad Myers, Assistant City Manager Kari Speir, City Engineer Tom Quirk, Fire Chief Joe Zinck.

Mayor stated that this public hearing is to consider and review the proposed Fiscal Year 2020/2021 budget for the City of Mascoutah.

City Manager provided an overview of the proposed budget.

Council Discussion:
None.

Public Comments:
None.

There being no further questions or comments from the Council, Mayor closed the public hearing at 6:42 p.m.

PRAYER AND PLEDGE OF ALLEGIANCE

City prayer was delivered by Assistant City Manager Kari Speir. 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 John Weyant, Pat McMahan, Michael Baker, and Walter Battas.

Absent: None.

Other Staff Present: City Manager Brad Myers, Assistant City Manager Kari Speir, City Attorney Al Paulson, Fire Chief Joe Zinck, Finance Coordinator Lynn Weidenbenner, City Engineer Tom Quirk, Police Chief Scott Waldrup and EMS Supervisor Jeremy Gottschammer.

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

AMEND AGENDA

None.

MINUTES

The minutes of the March 2, 2020 regular City Council meeting were presented and approved as presented. The minutes of the March 2, 2020 City Council budget workshop were presented and approved as presented. The minutes of the March 2, 2020 Executive Session meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

None

DEPARTMENT REPORTS

Fire Chief Joe Zinck – March 2020 report was provided.

Police Chief Scott Waldrup – March 2020 report was provided.

Finance Coordinator Lynn Weidenbenner – Monthly financials provided.

Public Works Director Jesse Carlton – Absent – March 2020 building report provided.

City Engineer Tom Quirk – Status report on public projects was provided.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: Chamber meeting, Economic Development Commission meeting, meeting with SIUE regarding collaborative community program, change of command ceremony at Scott AFB, meeting with Steve Wilke regarding an easement, Military Affairs Committee meeting at Scott AFB.

City Council

Weyant – Nothing to report.

McMahan – Nothing to report.

Baker – Nothing to report.

Battas – Nothing to report.

City Manager
Attended the following meetings and functions: East-West Gateway meeting for Great Streets Initiative, TIF Joint Review Board meeting, meeting with school district regarding solar options.

City Attorney – The courts have closed regarding civil matters, misdemeanor cases, traffic cases, etc. until after April 10th; will only be conducting emergency criminal cases.

City Clerk – Nothing to Report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The February 2020 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Baker moved, seconded by Battas, to accept all items under Omnibus consideration.

Motion passed. AYE's – Weyant, McMahan, Baker, Battas, Daugherty. NAY's – none.

BUDGET 20/21 PUBLIC HEARING AND ADOPTION OF ORDINANCE (FIRST READING)

City Manager presented report for Council consideration of approval and adoption of the City's FY20/21 Budget.

First reading. No action required.

CODE CHANGE – ELECTRIC, WATER & SEWER RATES (FIRST READING)

City Manager presented report for Council consideration of approval of revisions to Chapter 11 – Electric System and Chapter 38 – Water and Sewer Rates of the City Code by adoption of ordinance.

Councilman Baker asked if this increase was to bank money for the future plant and why not wait until the plant is finished before raising rates. Finance Coordinator stated that the City could not obtain the IEPA loan without increasing the rates.

First reading. No action required.

CODE CHANGE – CEMETERY CODE (SECOND READING)

City Manager presented report for Council consideration of approval of revisions to Chapter 9 – Cemeteries of the City Code by adoption of ordinance.

Baker moved, seconded by Weyant, to approve and adopt Ordinance No. 20-05, thereby modifying Chapter 9 – Cemeteries.

Motion passed. AYE's – Weyant, McMahan, Baker, Battas, Daugherty. NAY's – none.

BID AWARD – CEMETERY MOWING

City Manager presented report for Council consideration of approval and authorization of bid for furnishing all labor, equipment and means for the mowing of the Mascoutah City Cemetery.

McMahan moved, seconded by Weyant, to approve the low bid for furnishing all labor, equipment and means for the mowing of the Mascoutah City Cemetery to Kurtis Clay in the amount of $1,285.00 per grass cutting for the approximate time period of April 1, 2020 to October 31, 2020 and authorize appropriate officials to execute the necessary documents.

Motion passed. AYE's – Weyant, McMahan, Baker, Battas, Daugherty. NAY's – none.

BID AWARD – FIRE DEPARTMENT VEHICLE PURCHASE

City Manager presented report for Council consideration of approval and authorization of bid for the purchase of one vehicle for the Fire Department.

Battas moved, seconded by McMahan, to approve the purchase in the amount of $31,450.00 to Bergkoetter's Chevrolet-Buick of St. Libory, IL for furnishing a 2020 Chevy Silverado Pickup Truck and authorize appropriate officials to execute the necessary documents.

Motion passed. AYE's – Weyant, McMahan, Baker, Battas, Daugherty. NAY's – none.

BID AWARD – 1-TON DUMP TRUCK

City Manager presented report for Council consideration of approval and authorization of bid for the purchase of a 1-Ton Dump Truck.

Weyant moved, seconded by Baker, to approve the bid for the 1-Ton Dump Truck with additional cab steps to Dave Sinclair Ford of St. Louis, MO in the amount of $53,164.00 and authorize appropriate officials to execute the necessary documents.

Motion passed. AYE's – Weyant, McMahan, Baker, Battas, Daugherty. NAY's – none.

BID AWARD – CITY HALL MARQUEE

City Manager presented report for Council consideration of approval and authorization of bid for the purchase of a new marquee for City Hall.

Councilman Baker asked about the 5 year warranty with the current sign and why the attorney was not involved. City Manager stated that we would spend more on attorney fees than what sign is worth. City Manager explained how he talked to the guy who sold us the current sign three times and have tried to get him out here to look at it with no

luck; it was a pieced together mess of a sign which we are told we can't even get parts for anymore.

Councilman Baker stated that he is not convinced we need a new sign or even a sign at all because we do post information on the website, Facebook and front door. Councilman Baker expressed the need to spend money on more useful things like sidewalks.

McMahan moved, seconded by Weyant, to approve the bid from Sikorski Signs of Belleville, IL for the purchase of a 16mm LED Watchfire Message Board in the amount of $32,842.00 and authorize appropriate officials to execute the necessary documents.

Motion passed. AYE's – Weyant, McMahan, Daugherty. NAY's – Baker, Battas.

ENGINEERING SERVICES – NORTH LEBANON STREET IMPROVEMENTS PROJECT

City Manager presented report for Council consideration of approval of an Engineering Services Agreement with TWM, Inc. for the design, preparation of plans and specifications, and bidding assistance for the North Lebanon Street Improvements Project.

Mayor asked why this project; is it on the top of the list. City Engineer stated that it is priority on the list and are taking advantage of other streets that cross Lebanon to knock out a bigger chunk at a time.

Mayor asked if we will have to ask for IDOT approval since this touches Jefferson. City Engineer stated that projects of this caliber are usually much easier to get the required permits and there shouldn't be as much hold up.

Councilman Battas asked if some of the streets will be wider. City Engineer stated that yes some streets will be wider and some ditches will be filled in.

Councilman Baker asked about completion date. City Engineer stated that we are looking to bid for construction in January 2021, construction starting in spring and project being complete by 2022.

Battas moved, seconded by McMahan, to approve a contract with TWM, Inc. for engineering services in the amount of $129,800.00 for the design, preparation of plans and specifications, and bidding assistance for the North Lebanon Street Improvements Project and authorize appropriate City officials to execute the necessary documents.

Motion passed. AYE's – Weyant, McMahan, Baker, Battas, Daugherty. NAY's – none.

COUNCIL – MISCELLANEOUS ITEMS

Councilman Baker asked about halting penalties and disconnects per the ICC recommendations. City Manager stated that yes that has been implemented. Assistant City Manager stated that information was provided today to the community along with the other updates.

CITY MANAGER – MISCELLANEOUS ITEMS

City Manager provided information regarding steps the City is taking in response to the COVID-19 pandemic.

PUBLIC COMMENTS

Joe Zinck – Provided information regarding the pickup truck; will be used by all members of the department to transfer equipment to fire calls, will be housed at the firehouse, could also be used to send members to training, membership of the department will be providing the outfitting for the truck.

ADJOURNMENT TO EXECUTIVE SESSION

None.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

McMahan moved, seconded by Battas, to adjourn at 7:57 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

Melissa A. Schanz

Melissa A Schanz, City Clerk

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

MARCH 23, 2020

The minutes of a special virtual meeting of the City Council of the City of Mascoutah.

CALL TO ORDER

Mayor Gerald Daugherty called the meeting to order at 2:00 p.m.

ROLL CALL

Present: Mayor Gerald Daugherty and Council members John Weyant, Pat McMahan, Michael Baker, and Walter Battas.

Absent: None.

Other Staff Present: City Manager Brad Myers, Assistant City Manager Kari Speir, City Clerk Melissa Schanz.

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

COUNCIL BUSINESS

Declaration of Local State of Emergency

City Manager presented information explaining the thirty day extension of the Declaration of Local State of Emergency. Staff explained Mayor Daugherty's original seven day declaration and the process in which the declaration will continue in thirty day increments.

Weyant moved, seconded by McMahan, to approve the 30 day extension of the Declaration of Local State of Emergency.

Motion passed. AYE's – Weyant, McMahan, Baker, Battas, Daugherty. NAY's – none

COUNCIL – MISCELLANEOUS ITEMS

None.

CITY MANAGER – MISCELLANEOUS ITEMS

None

PUBLIC COMMENTS

None

ADJOURNMENT

McMahan moved, seconded by Baker, to adjourn at 2:04 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

Melissa A. Schanz

Melissa A Schanz, City Clerk

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Brad Myers – City Manager

SUBJECT: **Budget 20/21 – Adoption of Ordinance (second reading)**

MEETING DATE: April 6, 2020

REQUESTED ACTION:
Council approval and adoption of the City's FY20/21 Budget.

BACKGROUND & STAFF COMMENTS:
The City has completed several months of work establishing its FY20/21 Budget. After many work sessions by staff and Finance Committee, we believe that the current draft budget meets the requirements for this years annual Budget. This Budget assures adequate revenues/ fund sources, provides for appropriate expenditures, and provides a fiscal strategy to accommodate the needs of the community this year.

As per legal requirements, this hearing was duly noticed and the Budget Draft was provided for public review (in the downstairs lobby).

FUNDING:
There is no cost involved in the Budget approval process.

RECOMMENDATION:
The City Manager recommends that the Council approve and adopt an Ordinance thereby establishing the City's FY 20/21 Budget.

SUGGESTED MOTION:
I move that the Council approve and adopt Ordinance 20-____, thereby establishing the City's FY 20/21 Budget.

Prepared By: Melissa A. Schanz
Melissa A. Schanz
City Clerk

Approved By: Brad Myers
Brad Myers
City Manager

Attachments: A – Spreadsheets from Finance Coordinator
B – Ordinance

CITY OF MASCOUTAH
SNAP SHOT REVENUES/EXPENSES TOTAL NET

REVENUES		JAN FOR REV Dec-19 YTD	Summary of all depts		
OPERATING REVENUES	**Budget20**	**Actual 20**	**12/12's**	**Proposed Budget21**	**% change FY20 to 22**
FUND 100 - GEN FUND	3,844,440	2,825,344	3,689,277	3,885,315	
FUND 110 - R CEM TRUST	5,500	8,301	11,068	8,000	
FUND 200 - LIGHT FUND	9,023,160	6,349,563	8,458,228	8,907,735	
FUND 250 - W&S FUND	3,547,558	2,583,716	3,444,954	3,599,711	
FUND 300 - AMB FUND	1,023,200	938,366	1,047,268	1,077,030	
FUND 330 - P&R (park/cityleu/pool)	431,250	387,756	390,173	433,550	
FUND 360 - FIRE DEPT FUND	167,000	165,090	166,616	176,600	
FUND 400 - IMRF FUND	544,490	424,982	503,901	527,760	
FUND 450 - POLICE PENSION FUND	394,995	515,297	599,088	459,445	
TOTAL OPERATING REV NO LIBR	18,981,593	14,198,413	18,310,575	19,075,146	0.49%
TOTAL LIBRARY REVENUES	404,849	404,849	404,849	405,500	
TOTAL OPERATING REV WITH LIBRARY	19,386,442	14,603,262	18,715,424	19,480,646	0.49%
NON-OPERATING REVENUES					
FUND 100/250 - LOAN PROCEEDS/CMAQ	2,500,000	0	0	4,600,000	
FUND 210 - ELEC PHASE II LOAN	5,786,600	495,975	750,000	5,043,000	
FUND 500 - MFT FUND	220,060	235,956	314,608	317,800	
FUND 540 - TIF1 FUND	193,255	15	19	20	
FUND 560 - TIF2B FUND	968,555	1,083,236	1,086,707	1,094,415	
FUND 560 - TIF2B CDBG PORTION	0	0	0	450,000	
FUND 570 - TIF3 FUND	13,585	171,226	171,255	172,905	
FUND 595 - BUSINESS DISTRICT	42,605	39,118	39,118	42,400	
FUND 590 - SPECIAL SVC AREA (SSA)	13,975	13,975	13,895	161,404	
FUND 600 - R DEBT SVC FUND	180,655	179,675	180,363	180,665	
TOTAL NON OPERATING REVENUES	9,919,290	2,219,175	2,555,965	12,062,610	
TOTAL ALL REVENUES NO LIBRARY	28,900,883	16,417,588	20,866,540	31,137,756	
TOTAL ALL REVENUES WITH LIBRARY	29,305,732	16,822,437	21,271,389	31,543,256	7.64%
EXPENSES					
OPERATING EXPENSES					
TOTAL PERSONNEL EXPENSES	6,612,914	4,396,969	6,301,997	6,813,595	
TOTAL NON-PERSONNEL EXPENSES	3,337,995	2,151,643	3,048,691	3,523,120	
TOTAL WHOLESALE/RETAIL/OTHER EXP	5,659,302	3,450,768	5,210,538	5,521,200	
TOTAL OPERATING EXPENSES NO LIBRARY	15,610,211	9,999,380	14,561,225	15,857,915	
TOTAL LIBRARY EXPENSES	404,849	404,849	404,849	405,500	
TOTAL OPERATING EXPENSES WITH LIBRARY	16,015,060	10,404,229	14,966,074	16,263,415	1.55%
NON-OPERATING EXPENSES					
TOTAL CIP EXPENSES	278,300	105,660	323,551	459,500	
TOTAL FAR EXPENSES	333,600	95,128	280,518	597,700	
TOTAL PROJECT EXPENSES	10,605,000	1,273,528	2,384,581	14,566,700	
TOTAL DEBT EXPENSES	1,675,130	910,192	1,441,995	1,713,075	
TOTAL NON-OPERATING EXPENSES	12,892,030	2,384,508	4,430,645	17,336,975	
GRAND TOTAL ALL EXPENSES NO LIBRARY	28,502,241	12,383,887	18,991,870	33,194,890	16.46%
GRAND TOTAL ALL EXPENSES WITH LIBRARY	28,907,090	12,788,736	19,396,719	33,600,390	16.24%
NET OPERATING REV MINUS EXP	3,371,382	4,199,034	3,749,349	3,217,231	-4.57%
NET NON-OPERATING REV MINUS EXP	(2,972,740)	(165,332)	(1,874,680)	(5,274,365)	77.42%
NET REV MINUS EXP EXCLUDING PROJECTS	5,217,042	5,307,229	4,259,250	2,416,566	-53.68%
NET ALL REVENUES MINUS ALL EXPENSES	398,642	4,033,701	1,874,669	(2,057,134)	

10

Attachment A

CITY OF MASCOUTAH

EXPENSES BY DEPARTMENT BY CATEGORY SUPER SUMMARY

EXPENSE SUMMARY BY CATEGORY SUPER SUMMARY

		Dec-19 YTD Actual 20	Summary of all depts 12/12's	Proposed Budget21	% change FY20 to 21
OPERATING EXPENSES					
PERSONNEL EXPENSES	**Budget 20**				
TOTAL WAGES/SALARIES	**4,152,988**	2,872,426	4,094,806	**4,370,460**	
TOTAL EMPLOYEE BENEFITS	**2,459,926**	1,524,542	2,207,191	**2,443,135**	
TOTAL PERSONNEL EXPENSES	**6,612,914**	4,396,969	6,301,997	**6,813,595**	3.03%
NON-PERSONNEL EXPENSES					
TOTAL GENERAL EXPENSES	**607,465**	425,262	502,323	**623,725**	2.68%
TOTAL MONITORING & PERMITS EXPENSES	**81,000**	60,414	88,121	**166,500**	105.56%
TOTAL UTILITIES EXPENSES	**482,920**	354,198	517,689	**497,245**	2.97%
TOTAL MAINT & REPAIR EXPENSES	**1,152,150**	766,668	1,080,235	**1,223,900**	6.23%
TOTAL SUPPLIES & EQUIP EXPENSES	**379,850**	204,533	332,831	**381,350**	0.39%
TOTAL PROFESSIONAL SERVICES	**634,610**	340,568	527,492	**630,400**	-0.66%
TOTAL NON-PERSONNEL EXPENSES	**3,337,995**	2,151,643	3,048,691	**3,523,120**	5.55%
WHOLESALE/RETAIL					
TOTAL WHOLESALE/RETAIL	**5,659,302**	3,473,692	5,210,538	**5,521,200**	-2.44%
OTHER EXPENSES					
TOTAL OTHER EXPENSES	**0**	(22,924)	0	**0**	
TOTAL OPERATING EXPENSES NO LIBRARY	**15,610,211**	9,999,380	14,561,225	**15,857,915**	1.59%
total oper expenses minus wholesale/retail	*9,950,909*	*6,502,764*	*9,350,687*	*10,336,715*	*3.88%*
TOTAL LIBRARY EXPENSES	**404,849**	404,849	404,849	**405,500**	0.16%
TOTAL OPERATING EXP WITH LIBRARY	**16,015,060**	10,404,229	14,966,074	**16,263,415**	1.55%
NON-OPERATING EXPENSES					
CAPITAL IMPROVEMENTS					
TOTAL CIP EXPENSES	**278,300**	105,660	323,551	**459,500**	65.11%
FIXED ASSET REPLACEMENT					
TOTAL FAR EXPENSES	**333,600**	95,128	280,518	**597,700**	79.17%
PROJECTS					
TOTAL PROJECT EXPENSES	**10,605,000**	1,273,528	2,384,581	**14,566,700**	37.36%
DEBT					
TOTAL DEBT EXPENSES	**1,675,130**	910,192	1,441,995	**1,713,075**	2.27%
TOTAL NON-OPERATING EXPENSES	**12,892,030**	2,384,508	4,430,645	**17,336,975**	34.48%
TOTAL ALL EXPENSES NO LIBRARY	**28,502,241**	12,383,887	18,991,870	**33,194,890**	16.46%
TOTAL ALL EXPENSES WITH LIBRARY	**28,907,090**	12,788,736	19,396,719	**33,600,390**	16.24%

ORDINANCE NO. 20-__

ANNUAL BUDGET ORDINANCE FOR THE FISCAL YEAR
2020 ---------- 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MASCOUTAH, AT ST. CLAIR COUNTY, ILLINOIS:

SECTION 1: That there be and is hereby budgeted for Municipal purposes for the City of Mascoutah, in the County of St. Clair, State of Illinois, for the fiscal year commencing on the first day of May 2020, and ending on the thirtieth day of April 2021, **the sum of thirty-three million, six hundred thousand, three hundred ninety dollars ($33,600,390)** distributed for purposes as described in *Attachment "A"* to this ordinance. This budget is adopted under the State of Illinois' Budgeting System.

SECTION 2: That the balance on hand in the various funds budgeted for the fiscal year ending on the thirtieth day of April 2020 are hereby returned to the respective funds for redistribution.

SECTION 3: This Ordinance is effective immediately and shall go into full force May 1st, 2020, or at the earliest time as may be legal under state law.

Passed this 6th day of April, 2020, on the following roll call vote:

	Aye	Nay	Abstain	Absent
Gerald Daugherty	_____	_____	_____	_____
John Weyant	_____	_____	_____	_____
Pat McMahan	_____	_____	_____	_____
Michael Baker	_____	_____	_____	_____
Wally Battas	_____	_____	_____	_____

_____
Mayor

ATTEST:

_____
City Clerk
(Seal)

Attachment B

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Brad Myers – City Manager

SUBJECT: **Code Change – Electric, Water & Sewer Rates (second reading)**

MEETING DATE: April 6, 2020

REQUESTED ACTION:
Approval of revisions to Chapter 11 – Electric System and Chapter 38 – Water and Sewer Rates of the City Code by adoption of ordinance.

BACKGROUND & STAFF COMMENTS:
Electric Rates
For the upcoming Fiscal Year 2020-2021, the Finance Committee and staff are recommending no increase for electric rates. Even though there are no increases to the rates, the ordinances and City Code reference the fiscal year that the rates belong to. The attached ordinance keeps the electric rates the same as the previous fiscal year, but changes the reference to the fiscal year to the upcoming FY20-21. Passing of a rate ordinance regardless if there is a change in the rates is recommended by our auditor. It is also good practice and much easier to follow for historical reference.

The attached electric rate ordinance does include a change for an LED security light.

Water/Sewer Rates
For the upcoming Fiscal Year 2020-2021, the Finance Committee and staff are recommending an increase for water/sewer rates. This increase is due to the Waste Water Treatment Plant expansion project and increased project costs due to upgrades from EPA regulations for the plant and lift stations.

Last fiscal year the City increased the water/sewer rates by the current CPI rate of 2.10% plus an additional $5.00 added to the sewer facility charge per month. This fiscal year, recommendation is to follow the City ordinance to increase the water/sewer rates and base charges by the current CPI rate of 1.41% per month. Attached is a spreadsheet showing the average bill increase per household.

This increase will generate an estimate of $73,345 in additional revenues. The IEPA loan payment for the plant expansion and lift station upgrades is projected to be $900,000 annually (based on a $15 million 20-year loan). Revenues generated from these past two years of rate increases will be evaluated during the fiscal year to determine the need for additional rate increases in the coming years to fund the loan payment.

The attached ordinance changes the water/sewer for the upcoming FY20-21.

RECOMMENDATION:
Council approval of Ordinances, as attached.

SUGGESTED MOTION:
I move that the City Council approve and adopt Ordinance 20-___, thereby modifying Chapter 11, Electric System, Article 1, General Regulations, Section 1; and approve and adopt Ordinance No. 20-___, thereby modifying Chapter 38, Article 4 Division 2 Water Rates, Section 12 and Division 3 Sewer Rates, Section 31.

Prepared By: Kari D. Speir
Kari D. Speir
Assistant City Manager

Approved By: Brad Myers
Brad Myers
City Manager

Attachments: A – Spreadsheet – Average Utility Bill Increase per Household
B – Ordinance – Electric Rates
C – Ordinance – Water/Sewer Rates

The average monthly usage is 2,000 gallons per person. Most customers in Mascoutah use less water than the national averages.

Current Rates: Water $ 0.00587 Sewer $ 0.00613

	Gallons	Water Base	Water Usage	Water Municipal Tx	Sewer Facility	Sewer Usage	Total W/S Portion
Senior	1500	$ 8.25	$ 8.81	$ 0.51	$ 21.91	$ 9.20	$ 48.67
1 person	2000	$ 8.25	$ 11.74	$ 0.60	$ 21.91	$ 12.26	$ 54.76
2 people	4000	$ 8.25	$ 23.48	$ 0.95	$ 21.91	$ 24.52	$ 79.11
4 people	8000	$ 8.25	$ 46.96	$ 1.66	$ 21.91	$ 49.04	$ 127.82
5 people	10000	$ 8.25	$ 58.70	$ 2.01	$ 21.91	$ 61.30	$ 152.17

Proposed Rates: Water $ 0.00595 Sewer $ 0.00622

	Gallons	Water Base	Water Usage	Water Municipal Tx	Sewer Facility	Sewer Usage	Total W/S Portion
Senior	1500	$ 8.37	$ 8.93	$ 0.52	$ 22.22	$ 9.32	$ 49.36
1 person	2000	$ 8.37	$ 11.91	$ 0.61	$ 22.22	$ 12.43	$ 55.53
2 people	4000	$ 8.37	$ 23.81	$ 0.97	$ 22.22	$ 24.87	$ 80.23
4 people	8000	$ 8.37	$ 47.62	$ 1.68	$ 22.22	$ 49.73	$ 129.62
5 people	10000	$ 8.37	$ 59.53	$ 2.04	$ 22.22	$ 62.16	$ 154.31

Household difference

Senior	$ 0.69
1 person	$ 0.77
2 people	$ 1.12
4 people	$ 1.80
5 people	$ 2.15

Attachment A

ORDINANCE NO. 20-___

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 11, ELECTRIC SYSTEM, ARTICLE 1, GENERAL REGULATIONS SECTION 1 OF THE CITY OF MASCOUTAH, ILLINOIS.

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

SECTION 1: Amending CHAPTER 11, ELECTRIC SYSTEM, ARTICLE 1, GENERAL REGULATIONS, SECTION 1, to amend the ELECTRIC RATES as attached.

SECTION 2: This ordinance shall be in full force and effect May 1, 2020, after passage, approval and publication as required 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 6th day of April, 2020, and deposited and filed in the Office of the City Clerk in said City on that date.

	Aye	Nay	Absent
John Weyant	___	___	___
Pat McMahan	___	___	___
Mike Baker	___	___	___
Walter Battas	___	___	___
Gerald Daugherty	___	___	___

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 6th day of April, 2020.

_____
Mayor

ATTEST:

_____
City Clerk
(SEAL)

ELECTRIC SYSTEM
ARTICLE I. GENERAL REGULATIONS

Sec. 11-1-1. Classification of uses.

The following classification of electric service, at the rates and on the qualifications, conditions and terms as respectfully set forth be and hereby are established for the sale of electric energy, by the municipal electric utility, to customers located within the corporate limits or adjacent to the distribution lines of the municipal electric utility.

(a) *Residential rate—Rate 1.* The gross charges shall equal the sum of the charges below.

(1) Customer Charge $9.50 per month in FY ~~19-20~~***20-21***.
(2) Energy Charge For all KW-HR – 6.64 cents per KW-HR in FY ~~19-20~~***20-21***.

The minimum monthly bill shall be the facilities charge. This rate is applicable to residences and for those purposes that are predominantly domestic.

(b) *Commercial and small power rate—Rate 2.*

First 4,500 KW hrs. used per month – 7.64 cents per KW hr. in FY ~~19-20~~***20-21***.
Over 4,500 KW hrs. used per month – 6.94 cents per KW hr. in FY ~~19-20~~***20-21***.

The customer charge shall be $17.00 per month. This rate is applicable to stores, shops, garages, depots, public halls, hospitals, mills, factories, pool rooms, taverns, soft drink parlors and other places of business, public resort or amusement.

Transformer charge. If the city owns and operates transformers to convert the voltage from the main supply line to the voltage required by the customer, the customer shall be billed a charge of $1.00 per KW for each KW of distribution capacity for each billing period.

(c) *Large power rate—Rate 3.*

First 4,500 KW hrs. used per month – 7.55 cents per KW hr. in FY ~~19-20~~***20-21***.
Over 4,500 KW hrs. used per month – 6.81 cents per KW hr. in FY ~~19-20~~***20-21***.

The customer charge shall be $17.00 per month.

Rate 3 shall apply to all customers having a monthly demand of 75 kilowatts or greater with a non-lighting or heat load of more than 25 percent of the total demand, and to customers presently being served under a contract which provides for billing under this rate.

Transformer charge. If the city owns and operates transformers to convert the voltage from the main supply line to the voltage required by the customer, the customer shall be

billed a charge of $1.00 per KW for each KW of distribution capacity for each billing period.

Larger power rate: Rate 3a. For commercial customers with at least 30,000 KWH/ month.

— First 200 KWH per KW of billing demand— $.0415 per KWH in FY ~~19-20~~***20-21***.
— Over 200 KWH per KW of billing demand—$.0130 per KWH in FY ~~19-20~~***20-21***.
— Customer charge—$130.00 in FY ~~19-20~~***20-21***.
— Demand charge per KW—$9.15 in ~~19-20~~***20-21.***

(d) *Residential and Commercial Space heating—Rate 4.*

First 100 KW hrs. used per month – 7.44 cents per KW hr. in FY ~~19-20~~***20-21***.
Next 700 KW hrs. used per month – 6.94 cents per KW hr. in FY ~~19-20~~***20-21***.
Over 800 KW hrs. used per month – 5.44 cents per KW hrs. in FY ~~19-20~~***20-21***.

The electric space heating rate is to apply to energy used during the seven month period October to April, inclusive, and where no other source of fuel for space heating is being used.

Customer Charge - $12.50 per month.

(e) *Miscellaneous municipal electric service—Rate 5.*

First 5,000 KW hrs. used per month – 7.64 cents per KW hr. in FY ~~19-20~~***20-21***.
Next 20,000 KW hrs. used per month – 6.57 cents per KW hr. in FY ~~19-20~~***20-21***.
All over 25,000 KW hrs. used per month – 5.78 cents per KW hr. in FY ~~19-20~~***20-21***.

(f) *Municipal street lighting service—Rate 6.*

(1) *Class of service.* Utility will furnish the classes of service described below each at the corresponding base rates per lamp per month, as indicated in the table of base rates per lamp per month set forth below, including maintenance, depreciation, electric energy requirements, and replacements of lamps and other glassware as required on systems owned and operated by utility, but only including electric energy requirements and lamp replacements on system owned and operated by municipality.

(a) *Class A.* Sodium vapor, mercury vapor or LED lamps, owned and operated by Municipality.

(b) *Class B.* Mercury vapor lamps, sodium vapor lamps or LED lamps on standard overhead wood pole construction, owned and operated by utility.

(c) Class C. Mercury vapor lamps, sodium vapor lamps or LED lamps on standard overhead concrete pole construction or on existing metal pole construction, owned and operated by utility.

(2) *Rates.*

(a) Base rates per lamp per month. The following rates based on 4,000 hours per year burning, including all hours of darkness:

FY ~~19-20~~20-21

Size	*Class A*	*Class B*	*Class C*
Mercury Vapor			
7200 Lumen, 175 watts	$3.80	$11.96	$17.30
11000 Lumen, 250 watts	5.11	13.47	19.36
17000 Lumen, 400 watts	7.25	17.20	19.77
30000 Lumen, 700 watts	12.68	25.04	35.82
46000 Lumen, 1,000 watts	15.37	28.41	41.42
Sodium Vapor			
8700 Lumen, 100 watts	$4.54	$15.47	$23.53
15000 Lumen, 150 watts	7.30	16.23	24.19
23000 Lumen, 250 watts	10.47	19.67	28.52
46500 Lumen, 400 watts	15.37	25.80	33.76
LED			
5800 Lumen, 70 watts	$3.09	$11.09	$17.09
19100 Lumen, 196 watts	6.78	14.78	20.78

(g) *Customer area lighting service—Rate 7.*

(1) *Availability.* Any customer located in territory served by utility may take service under this service classification for lighting outdoor areas, where the period of lighting is limited from dusk to dawn, subject to the following conditions:

(a) That customer is located adjacent to utility lines from which such service can be rendered, and
(b) That customer enters into a written contract with utility for service, for a period of one year.

(2) *Rates.* The gross charge shall equal the sum of the charges below and other applicable charges.

(a) *Lamp charges.* If the lighting fixtures can be installed on an existing distribution type wood pole and service can be supplied from an existing overhead secondary circuit on the pole, the monthly charges applicable to such installation shall be as follows:

FY ~~19-20~~20-21

Type of Lamp	*Lumen Rating*	*Wattage Rating*	*$Charges Per Month*
Area Lighting			
Mercury Vapor	6,400	175	$6.90
Mercury Vapor	9,400	250	6.80
Mercury Vapor	16,000	400	13.81
Mercury Vapor	45,200	1,000	19.00
Sodium Vapor	8,500	100	7.71
Sodium Vapor	15,000	150	8.28
Sodium Vapor	22,000	250	13.81
Sodium Vapor	45,000	400	25.32
LED	5,800	70	3.03
LED	~~19,100~~***15,600***	~~196~~***152***	~~6.64~~ ***5.96***
Pole Rental		$2.00 per month	
Directional Lighting			
Sodium Vapor	22,000	250	15.83
Sodium Vapor	45,000	400	19.00
Metal Halide	20,000	250	25.32
Metal Halide	40,000	400	25.32
Metal Halide	117,000	1,000	40.29
Metal Halide		1,500	
Quartz		500	5.76
LED Flood Light	9,520	85	6.06
LED Flood Light	14,190	129	8.15

(b) *Additional charges.* If additional facilities or fixtures other than utility's standard type of rearrangement of existing facilities shall be required to serve customer, utility shall install, operate and maintain such facilities for an additional monthly charge. These charges shall be in addition to the lamp charges.

Sec. 11-1-6. Consumer Price Index (CPI)

Effective for customer bills rendered after April 30, 2008, each year, at the beginning of the City's fiscal year, the unit charges for electric rates will be adjusted to reflect no more than the percentage increase of change, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Midwest Urban Region, All Items Index, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, on the first published date after the beginning of the most recent calendar year, to the average comparable index for the previous year (12 months).

Note: This index can be found at www.bls.gov/cpi/

ORDINANCE NO. 20-___

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 38, ARTICLE 4, DIVISION 2 WATER RATES, SECTION 12; DIVISION 3 SEWER RATES, SECTION 31; AND DIVISION 4 OF THE CITY OF MASCOUTAH, ILLINOIS.

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

SECTION 1: Amending CHAPTER 38, ARTICLE 4, DIVISION 2 WATER RATES, SECTION 12; DIVISION 3 SEWER RATES, SECTION 31; AND DIVISION 4, to amend the WATER AND SEWER RATES as attached.

SECTION 2: This ordinance shall be in full force and effect May 1, 2020, after passage, approval and publication as required 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 6th day of April, 2020, and deposited and filed in the Office of the City Clerk in said City on that date.

	Aye	Nay	Absent
John Weyant	___	___	___
Pat McMahan	___	___	___
Mike Baker	___	___	___
Walter Battas	___	___	___
Gerald Daugherty	___	___	___

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 6th day of April, 2020.

ATTEST: _____
Mayor

_____
City Clerk
(SEAL)

Attachment C

DIVISION 2. WATER RATES

Sec. 38-4-12. Water rates.
There shall be established the following rates and charges for the use of the water system of the city, based upon the amount of water consumed as follows:

(a) Water rates inside city.
   i. FY ~~19-20~~***20-21***
   ~~$8.25~~ ***$8.37*** per month facilities charge (base charge)
   ~~$5.87~~ ***$5.95*** per 1,000 gallons per month usage fee

(b) Water rates outside city. (Calculated as twice the in-town rate)
   i. FY ~~19-20~~***20-21***
   ~~$16.50~~ ***$16.74*** per month facilities charge (base charge)
   ~~$11.74~~ ***$11.90*** per 1,000 gallons per month usage fee

DIVISION 3. SEWER RATES

Sec. 38-4-31. User charge system.
Every person whose premises are served by the authority will be charged for the sewer services provided through a facility charge and service charges.
Facility charges are directed at wastewater plant and collection facility hardware. Service charges are directed at a basic charge based on the water meter readings, or if available, a discharge metering device approved by the authority, and said basic charges shall be as follows and are levied to defray the cost of operation and maintenance and replacement of the treatment works:

Sewer Rates inside City

(a) Facility charge.
   i. FY ~~19-20~~***20-21***. The total facility charge rate shall be ~~$21.91~~ ***$22.22*** per month.

(b) Service charge.
   i. FY ~~19-20~~***20-21***. The service charge shall be ~~$6.13~~ ***$6.22*** per 1,000 gallons metered.
   ii. Service charges shall be for operation, maintenance, replacement costs, and may be used for debt service recovery.

(c) Sewer service outside the city. All charges for use of sewer connections where water is supplied thereto by the authority subject to the special provisions herein shall be as follows:
   a. A facility charge for users outside of the city shall be:
      i. ~~$43.82~~ ***$44.44*** per month in FY ~~19-20~~***20-21***.

ii. This rate shall apply as a facility charge so long as the sewer connection is in service and regardless whether or not water is used during said period, and which facility charge shall entitle the user to continue use.

b. Service charges shall be at the rate of:

i. ~~$12.26~~ ***$12.44*** in FY ~~19-20~~***20-21*** plus a surcharge of the same amount per 1,000 gallons of water metered.

c. The rate in subsection (b) above shall apply to the amount of water passing through the water meter except when an approved discharge metering system is utilized. In this case the rate shall apply to that water discharged to the system.

d. When the user (outside the city) does not receive water provided by the city, provisions for accurate sewer metering will be required.

DIVISION 4. WATER AND SEWER RATES INCREASES BEYOND FY 07-08

Sec. 38-4-40. Consumer Price Index (CPI)

Effective for customer bills rendered after April 30, 2008, each year, at the beginning of the City's fiscal year, the unit charges for all water and sewer rates will be adjusted to reflect no more than the percentage increase of change, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Midwest Urban Region, All Items Index, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, on the first published date after the beginning of the most recent calendar year, to the average comparable index for the previous year (12 months).

Note: This index can be found at www.bls.gov/cpi/

CITY OF MASCOUTAH
City Manager's Office

Staff Report

TO: Honorable Mayor and City Council

FROM: Brad Myers, City Manager

SUBJECT: Engineering Services – South Street, Independence Street, and John Street Improvements Project

DATE: April 6, 2020

REQUESTED ACTION:
Approval of an Engineering Services Agreement with Oates Associates, Inc. for the design and preparation of plans and specifications for the South Street, Independence Street, and John Street Improvements Project.

BACKGROUND INFORMATION:
This project consists of the reconstruction of South Street from Jefferson Street to John Street, Independence Street from South Street to State Street, and John Street from South Street to Main Street.

Improvements are anticipated to include constructing new concrete gutter, concrete sidewalk, and concrete driveway aprons, removing existing oil & chip pavement, and constructing hot-mix asphalt pavement on new aggregate base. The total length of this project is approximately 1,450 feet and the estimated construction cost is $800,000.

This request is for engineering services approval. Staff recommends approving a contract with Oates Associates, Inc. for engineering services in the amount of $99,625.00 for the design and preparation of plans and specifications for the South Street, Independence Street, and John Street Improvements Project. See attached Oates Associates, Inc. Agreement for Professional Services.

FUNDING:
This majority of this project will be paid for with TIF2B project funds. General project funds will be used for the remainder.

RECOMMENDATION:
Approval of a contract with Oates Associates, Inc. for engineering services in the amount of $99,625.00 for the design and preparation of plans and specifications for the South Street, Independence Street, and John Street Improvements Project.

SUGGESTED MOTION:
I move that the Council approve a contract with Oates Associates, Inc. for engineering services in the amount of $99,625.00 for the design and preparation of plans and specifications for the South Street, Independence Street, and John Street Improvements Project and authorize appropriate City officials to execute the necessary documents.

Prepared By: _____
Tom Quirk
City Engineer

Approved By: _____
Brad Myers
City Manager

Attachment – Oates Associates, Inc. Agreement for Professional Services.

OATES ASSOCIATES

Collinsville
100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200

St. Louis
720 Olive, Suite 700
St. Louis, MO 63101
314.588.8381

Belleville
20 East Main Street
Belleville, IL 62220
618.416.4688

St. Charles
330 North Main, Suite 201
St. Charles, MO 63301
636.493.6277

March 16, 2020

Mr. Tom Quirk, PE
City Engineer
City of Mascoutah, IL
3 West Main Street
Mascoutah, IL 62258

Re: South Street & John Street Reconstruction
South Street, John Street & Independence Street

Dear Mr. Quirk:

We propose to render professional surveying and engineering services in connection with the reconstruction of South Street from Jefferson Street to John Street, John Street from South Street to Main Street and Independence Street from South Street to State Street in the City of Mascoutah, IL (hereinafter called the "Project").

Our Basic Services will consist of survey, design, and preparation of plans, specifications, and bidding documents, all as set forth in the attached Estimate of Person Hours. We will also furnish such Additional Services as you may request. These services are provided subject to the General Conditions shown on the attached Exhibit A.

You agree to pay us for our Basic Services at the lump sum fee of $99,625. Any authorized Additional Services will be billed at the hourly rates set forth on Exhibit A. Right of way documents and construction services are not included but may be negotiated later.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us.

Sincerely,

OATES ASSOCIATES, INC.

Steven M. Keil, PE, PLS
Project Manager

Jeffrey Rensing, PE, SE
Project Principal

Accepted this_____ day of _____, 2020.

By: _____

Title: _____

EXHIBIT A
HOURLY RATE SCHEDULE

Principal Engineer	215.00
Senior Professional II	195.00
Senior Professional I	180.00
Professional IV	165.00
Professional III	150.00
Professional II	130.00
Professional I	110.00
Junior Professional	90.00
Technician III	130.00
Technician II	115.00
Technician I	90.00
Technician	70.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2019 and are subject to adjustment annually.

TERMS
When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS
We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF
We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY
You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the ~~total compensation received by us under this agreement, or the sum of $50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel~~ available limits of our professional liability policy.

THIRD PARTY CLAIMS
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE
Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

EXHIBIT A

GENERAL CONDITIONS (continued)

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion o the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

RELIANCE ON INFORMATION

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statures) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

MULTIPLIER (M): 3.00
OVERHEAD RATE: 155.91%
COMPLEXITY FACTOR (R): 0.000

COST ESTIMATE OF CONSULTANT SERVICES
(DIRECT LABOR MULTIPLE)

DBE DROP BOX	ITEM	PERSON HOURS (A)	PAYROLL (B)	(M+R) x PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (F)	TOTAL (C+D+E)	% OF GRAND TOTAL
	1.0 FIELD SURVEYS	120	$4,586.40	$13,759.20			$0.00	$13,759.20	13.81%
	2.0 INTERSECTION DESIGN STUDY	0	$0.00	$0.00			$0.00	$0.00	0.00%
	3.0 PROJECT DEVELOPMENT REPORT	0	$0.00	$0.00			$0.00	$0.00	0.00%
	4.0 UTILITY & RAILROAD COORDINATION	10	$374.20	$1,122.60			$0.00	$1,122.60	1.13%
	5.0 HYDRAULIC REPORT	0	$0.00	$0.00			$0.00	$0.00	0.00%
	6.0 BRIDGE CONDITION REPORT	0	$0.00	$0.00			$0.00	$0.00	0.00%
	7.0 GEOTECHNICAL REPORT	0	$0.00	$0.00			$0.00	$0.00	0.00%
	8.0 TYPE SIZE & LOCATION PLANS	0	$0.00	$0.00			$0.00	$0.00	0.00%
	9.0 STRUCTURE PLANS	0	$0.00	$0.00			$0.00	$0.00	0.00%
	10.0 DRAINAGE	90	$3,255.30	$9,765.90			$0.00	$9,765.90	9.80%
	11.0 PRELIMINARY PLANS - ROAD	248	$8,945.36	$26,836.08			$0.00	$26,836.08	26.94%
	12.0 FINAL PLANS - ROAD	286	$10,662.08	$31,986.24			$0.00	$31,986.24	32.11%
	13.0 RIGHT OF WAY	57	$2,648.22	$7,944.66	$200.00		$0.00	$8,144.66	8.18%
	14.0 CONSTRUCTION PHASE SERVICES	0	$0.00	$0.00			$0.00	$0.00	0.00%
	15.0 ADMINISTRATION / MANAGEMENT	26	$1,752.66	$5,257.98			$0.00	$5,257.98	5.28%
	16.0 QA/QC	12	$917.52	$2,752.56			$0.00	$2,752.56	2.76%
	TOTALS:	849	$33,141.74	$99,425.22	$200.00	$0.00	$0.00	$99,625.22	100%

DBE %: 0%

28

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

SUMMARY OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL
1.0	FIELD SURVEYS		10	10	40	52	8	**120**
2.0	INTERSECTION DESIGN STUDY							
3.0	PROJECT DEVELOPMENT REPORT							
4.0	UTILITY & RAILROAD COORDINATION		2		8			**10**
5.0	HYDRAULIC REPORT							
6.0	BRIDGE CONDITION REPORT							
7.0	GEOTECHNICAL REPORT							
8.0	TYPE SIZE & LOCATION PLANS							
9.0	STRUCTURE PLANS							
10.0	DRAINAGE		7	21	62			**90**
11.0	PRELIMINARY PLANS - ROAD		36	12	200			**248**
12.0	FINAL PLANS - ROAD		45	29	212			**286**
13.0	RIGHT OF WAY		9	32		16		**57**
14.0	CONSTRUCTION PHASE SERVICES							
15.0	ADMINISTRATION / MANAGEMENT		26					**26**
16.0	QA/QC	12						**12**
	TOTALS:	**12**	**135**	**104**	**522**	**68**	**8**	**849**
								849

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28

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
1.0	FIELD SURVEYS		10	10	40	52	8	120	
1.1	horizontal & vertical control		2	4		12	8	26	NAD 83 (2011) & NAVD 88, GPS derived
	research control location / coordinates, elevations, closure route								
	set control point coordinates & elevations / GPS		1	1		4		6	
	traverse between control points in field					4	4	8	
	elevation loop between benchmarks in field			1		4	4	9	
	office calculations / coordinates, elevations, closure		1	2				3	
1.2	topography		2	6	8	40		56	Length = 1,500' +/-
	locate existing utilities			2		8		10	contact JULIE, measure structure depths
	topo / profile / cross sections (surface features)		2	4		32		38	400' per day
	project photos				8			8	document existing conditions
	supplemental field surveys								n/a
1.3	hydraulic survey								N/A
1.4	process survey data for CADD		6		32			38	CADD platform (MicroStation)
	draw existing topo		1		16			17	
	create & process TIN surface		1		8			9	
	field review and edit topo & TIN		4		8			12	
1.5	staking								not included
2.0	INTERSECTION DESIGN STUDY								Assumes IDS not required on state routes
3.0	PROJECT DEVELOPMENT REPORT								Not included & no public meetings
4.0	UTILITY & RAILROAD COORDINATION		2		8			10	
4.1	utilities		2		8			10	send/coord topo, prelim & final plans to utilities
4.2	railroads								n/a
5.0	HYDRAULIC REPORT								N/A
6.0	BRIDGE CONDITION REPORT								N/A
7.0	GEOTECHNICAL REPORT								N/A

30

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
8.0	TYPE SIZE & LOCATION PLANS								N/A
9.0	STRUCTURE PLANS								N/A
10.0	DRAINAGE		7	21	62			90	limited drainage design, replace existing; no hydraulic modeling
10.1	storm sewer design		6	18	52			76	assume 1,500'
	storm sewer schematic layout			1	4			5	
	drainage area computations			1	8			9	
	inlet computations / type, size and layout		1	4	8			13	
	storm sewer computations / type and size		1	4	8			13	
	final storm sewer layout		4	8	24			36	
10.2	culvert design								included in 10.1
10.3	ditch design		1	3	10			14	Assume 500'
	schematic ditch layout			1	2			3	
	drainage area computations								not included
	discharge computations								not included
	compute ditch capacities								not included
	propose ditch profile and layout		1	2	8			11	
	ditch lining (velocity studies)								not included, anticipate low velocity ditch grades
11.0	PRELIMINARY PLANS - ROAD		36	12	200			248	
11.1	data collection/ criteria		2		10			12	
	develop design criteria		1		4			5	
	develop existing & proposed typical sections		1		6			7	Assume 1 exist and 1 proposed for each street
	pavement cores								n/a
11.2	horizontal alignment		4		12			16	
	set centerline location		4		12			16	
	lay out pavement/ shoulders/ medians								included in 11.5
	review right-of-way requirements								
	review utility conflicts								

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
11.3	vertical alignment		4		32			**36**	
	set centerline profile		4		32			36	
	review storm sewers/ culverts/ ditches								included in 10.0
	review utility conflicts								
	develop preliminary earthwork								included in 11.6
11.4	preliminary design development		6		52			**58**	
	pavement analysis & design								use City standard
	intersection / interchange geometrics design		4		36			40	12 intersections legs @ 4 hrs each
	develop construction staging								included in 12.6
	guardrail/ barriers requirements								n/a
	signage/ pavement markings								included in 12.8
	utility relocation requirements								included in 4.0
	layout entrances		2		16			18	20 entrances @ 1 hr ea
	s/w ramp layouts								
11.5	preliminary plan development		8		32			**40**	
	plan- alignment/ stationing/ curve data		1		2			3	
	pavement/ shoulders/ medians/ curbs/ sidewalks		1		8			9	
	intersections/ interchanges labeling		1		4			5	
	intersection site distance								n/a
	entrances/ access roads labeling		1		4			5	
	guardrail/ barriers								n/a
	bridge approach pavement								n/a
	construction limits		1		4			5	
	right-of-way/ owners		1		4			5	
	benchmarks/ control points		1		2			3	
	profile- grades/ elevations/ curve data		1		4			5	
	storm sewers/ culverts/ ditches labeling								included in 10.1
	retaining walls								not included
	parking								not included
	structural plan coordination								n/a

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
11.6	preliminary cross-sections/ earthwork		4	12	40			56	30 x-sect @50', 20 entr, 3 side ss; approx. 55 total
	cut existing sections/ develop existing cross-section elevations		1	2	8			11	
	proposed roadway templates		2	8	24			34	
	end areas/ earthwork estimate		1	2	4			7	
	plot & label ROW				4			4	
11.7	submittals		8		22			30	
	preliminary alignment		1		2			3	horizontal and vertical
	preliminary plan		1		4			5	
	pre-final plan (field check)		4		8			12	
	cost estimate		2		8			10	
12.0	FINAL PLANS - ROAD		45	29	212			286	
12.1	cover sheet		2		10			12	
	location map/ project limits				2			2	
	index of sheets				2			2	
	standard drawings index		1		2			3	
	general notes		1		4			5	
12.2	quantities		8	16	32			56	
	pay items & code numbers			1	2			3	
	pavement schedule & quantities		1	2	2			5	
	entrances schedule & quantities		1	2	2			5	
	storm sewer schedule & quantities		1	2	6			9	
	pavement markings schedule & quantities		1	2	2			5	
	removals schedule & quantities		1	2	6			9	
	earthwork schedule & quantities		1	1	2			4	
	other schedules & quantities		1	2	6			9	seeding, erosion control, curb & gutter, signs, etc.
	summary of quantity schedule		1	2	4			7	
12.3	typical sections		1		4			5	
	existing/ proposed typical sections - label pay-items/ thicknesses		1		4			5	
	structural pavement design table								not included

33

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
12.4	construction detail sheets		4		8			12	
	side streets & entrances		2		4			6	
	pavement details								not included
	s/w ramp details/ sheets								assume all are standard
	drainage structures		2		4			6	
	retaining walls								not included
	guardrail/ barriers								n/a
	survey tie points								not included, show coord and sta/offset on plan sheet
12.5	intersection/ interchange sheets		2	8	24			34	
	intersection/ interchange geometrics/elevations - checking/labeling		2	8	24			34	12 intersection legs
	pavement joint layouts								not included
	ramp profiles/ superelevation tables								n/a
	ramp terminal details								n/a
	intersection/ interchange cross-section layout								n/a
12.6	maintenance of traffic		1	5	10			16	
	develop construction staging			1	2			3	
	staging notes			1	2			3	
	staging details			1	2			3	
	detour plans								anticipate no marked detours
	traffic control plans		1	2	4			7	general traffic control signage sheets
12.7	IDOT Access Permit		4		12			16	Rte 177 & Rte 4
	Prepare plan sheets for permit		2		6			8	
	pickup IDOT comments		2		6			8	
12.8	specialty plan sheets		4		40			44	
	pavement markings		1		8			9	
	signing plans		1		8			9	
	lighting plans								not included
	erosion control		1		12			13	SWPPP
	removal plans		1		12			13	

34

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
12.9	road plan/profile sheets		2		12			14	pickup City comments @ 5 hrs per sheet; 4 P&P shts
	plan- alignment/ stationing/ curve data				1			1	
	pavement/ shoulders/ medians				2			2	
	intersections/ interchanges		1		2			3	
	entrances/ access roads				2			2	
	guardrail/ barriers								n/a
	storm sewers/ culverts/ ditches		1		4			5	
	construction limits				1			1	
	cross-references								n/a
12.10	cross sections		4		20			24	pickup City comments @ 0.5 hr per section (55)
	hand edits		2		8			10	
	proposed ditches/ culverts/ storm sewer		2		8			10	
	proposed ROW limits								
	earthwork end areas				4			4	
	matchlines/ cross-references								
12.11	contract documents		8		24			32	
	check sheets		1		2			3	
	supplemental specifications		1		2			3	
	Recurring special provisions (ISP)		1		2			3	
	BDE special provisions		1		2			3	
	OA special provisions		2		8			10	
	estimate of time		1		4			5	
	estimate of cost		1		4			5	
12.12	bidding documents (local letting only)		2		6			8	
	notice to contractors				1			1	
	proposal		1		1			2	
	schedule of prices		1		4			5	

35

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

	TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
12.13	final PS&E submittal		3		10			13	
	plot and assemble final plans		1		4			5	
	copy and review final CADD files								
	copy and assemble computations								
	copy and assemble contract documents		1		2			3	
	final submittal and close-out		1		4			5	
	obtaining signatures								
13.0	RIGHT OF WAY		9	32		16		57	
13.1	survey		9	32		16		57	
	research record information		1	12				13	courthouse, IDOT
	review title reports								to be negotiated later
	locate and tie existing monumentation					16		16	
	reconcile monumentation with record information		4	8				12	
	establish existing ROW & property lines		4	12				16	
13.2	documents								to be negotiated later
13.3	submittals								to be negotiated later
13.4	negotiations / acquisitions								negotiations / acquisitions may be negotiated later
14.0	CONSTRUCTION PHASE SERVICES								**May be negotiated later.**
15.0	ADMINISTRATION / MANAGEMENT		26					26	
			26					26	
	scope of work reviews		2					2	
	scheduling		1					1	
	budget control		4					4	
	manpower planning		1					1	
	project team meetings (including start-up meeting)		2					2	
	contract administration		8					8	
	billings		8					8	

36

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
16.0 QA/QC	12						12	
16.1 QA/ QC plan								use standard company plan
16.2 submittal reviews	12						12	
geotechnical reports								
drainage reports								
structure reports / TS&L drawings								
preliminary structure plans								
preliminary road plans	4						4	
pre-final plans	4						4	
final plans	2						2	
final documents	2						2	
16.3 quality reviews								

37

FIRM: OATES ASSOCIATES, INC.
ROUTE: South Street & John Street Reconstruction
SECTION: South Street, John Street & Independence Street
COUNTY: St. Clair
JOB NO.: 220033
PTB NO.: X

SUMMARY OF DIRECT COSTS

DIRECT COSTS - RIGHT OF WAY		UNITS PER COPY	COST PER UNIT	TOTAL
Title Commitment (to be negotiated later)			$ 200.00	$ -
Deeds and Plats (courthouse copy charges)			$ 200.00	$ 200.00
TOTAL:				$ 200.00

38

FIRM:	OATES ASSOCIATES, INC.
ROUTE:	South Street & John Street Reconstruction
SECTION:	South Street, John Street & Independence Street
COUNTY:	St. Clair
JOB NO.:	220033
PTB NO.:	X

PROJECT SCHEDULE

TASK	MONTHS	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022
FIELD SURVEYS	1	■																								
INTERSECTION DESIGN STUDY	0																									
PROJECT DEVELOPMENT REPORT	0																									
UTILITY & RAILROAD COORDINATION	0		■				■																			
HYDRAULIC REPORT	0																									
BRIDGE CONDITION REPORT	0																									
GEOTECHNICAL REPORT	0																									
TYPE SIZE & LOCATION PLANS	0																									
STRUCTURE PLANS	0																									
DRAINAGE	1		■	■	■																					
PRELIMINARY PLANS - ROAD	2		■	■	■																					
FINAL PLANS - ROAD	2						■	■	■																	
RIGHT OF WAY	0	■	■				■																			
CONSTRUCTION PHASE SERVICES	0																									
ADMINISTRATION / MANAGEMENT	0	■	■	■	■	■	■	■	■																	
QA/QC	0	■			■				■																	

ANTICIPATED AUTHORIZATION:	*April, 2020*
PROJECT DEVELOPMENT REPORT SUBMITTAL:	*N/A*
TSL SUBMITTAL:	*N/A*
FINAL BRIDGE PLAN SUBMITTAL:	*N/A*
PRELIMINARY PLAN SUBMITAL:	*August, 2020*
FINAL PLAN SUBMITAL:	*November, 2020*
LETTING:	*December, 2020*

39

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council

FROM: Brad Myers, City Manager

SUBJECT: **IDOT Resolution/Expenditure of MFT Funds for Maintenance of Streets and Highways**

MEETING DATE: April 6, 2020

REQUESTED ACTION:
Adoption of Resolution approving the 2020 Motor Fuel Tax Maintenance Program beginning May 1, 2020 and ending April 30, 2021.

BACKGROUND & STAFF COMMENTS:
This is an action required by the City Council for the oil and chip program, and purchasing various maintenance materials. MFT Maintenance Program reimburses the City for funds expended on roadway related maintenance. As we have described before, the maintenance allocation is on the basis of "per capita" in the City. Funds not used will be stored in our MFT Fund.

The appropriate resolution is attached for Council action. Also attached is the Municipal Estimate of Maintenance Costs.

FUNDING:
None required.

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. 19-20-____, a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code.

Prepared By: _____
Tom Quirk
City Engineer

Approved By: _____
Brad Myers
City Manager

Attachments: A – Resolution
B – Estimate of Maintenance Costs

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

Resolution Number	Resolution Type	Section Number
19-20-	Original	20-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Mascoutah (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of three hundred thousand Dollars ($300,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/20 (Beginning Date) to 04/30/21 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Mascoutah (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) ceritified originals of this resolution to the district office of the Department of Transportation.

I Melissa Schanz (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Mascoutah (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Mascoutah (Name of Local Public Agency) at a meeting held on 04/06/20 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th (Day) day of April, 2020 (Month, Year).

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section Number	Maintenance Period Beginning	Maintenance Period Ending
City of Mascoutah	St. Clair	20-00000-00-GM	05/01/20	04/30/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Oil & Chip Seal (A-1 Treatment)	III	No	CM-16 Crystalline Crushed Stone (Trap Rock) Furnished to Stockpile	Ton	2,000	$35.00	$70,000.00	
	III	No	Liquid Asphalt Furnished and Applied (HFRS-2)	Ton	200	$400.00	$80,000.00	
	III	No	Truck and Motorized Chip Box Spread CM-16	Ton	2,000	$20.00	$40,000.00	$190,000.00
2A. Oil & Chip Patching	III		Liquid Asphalt Furnished to Storage Tank	Ton	30	$450.00	$13,500.00	
2B. Oil & Chip Patching	III		CM-16 Crystaline Crushed Stone (Trap Rock) Furnished to Stockpile	Ton	300	$35.00	$10,500.00	$24,000.00
3A. Patching and Repair	III	No	Course Aggregate CA-6	Ton	300	$12.00	$3,600.00	
3B. Patching & Repair	IIA	No	Cold Mix Asphalt Filler	Ton	50	$120.00	$6,000.00	
3C. Patching and Repair	IIA	No	Crack Sealer RD Saver 211	Pound	11,000	$1.00	$11,000.00	$20,600.00
4. ADA Sidewalk Improvements	IIA	Yes	Sidewalk and Curb Replacement	Sq. Ft.	2,400	$10.00	$24,000.00	$24,000.00
5. Culvert Replacement	IIA	No	Pipe Culverts Various Sizes	Foot	300	$16.00	$4,800.00	$4,800.00
6A. Snow Removal	IIA	No	Salt	Ton	200	$75.00	$15,000.00	
6B. Snow Removal	III	No	Slag Sand	Ton	100	$13.00	$1,300.00	$16,300.00
7. Signs and Posts	IIA	No	Street Signs & Posts	Each	50	$125.00	$6,250.00	$6,250.00
8A. Storm Sewers	IIA	No	Inlets, Frames & Grates	Each	8	$1,000.00	$8,000.00	
8B. Storm Sewers	IIA	No	Storm Sewers Various Sizes	Foot	350	$16.00	$5,600.00	$13,600.00
							Total Operation Cost	$299,550.00

Attachment B

Estimate of Maintenance Costs

Submittal Type: Original

Local Public Agency	County	Section	Maintenance Period Beginning	Maintenance Period Ending
City of Mascoutah	St. Clair	20-00000-00-GM	05/01/20	04/30/21

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)	$80,650.00		$80,650.00
Materials/Deliver & Install/Request for Quotations (Bid Items)	$218,900.00		$218,900.00
Formal Contract (Bid Items)			
Maintenance Total	$299,550.00		$299,550.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Preliminary Engineering			
Engineering Inspection			
Material Testing			
Advertising	$450.00		$450.00
Bridge Inspection Engineering			
Maintenance Engineering Total	$450.00		$450.00
Total Estimated Maintenance	$300,000.00		$300,000.00

Remarks

SUBMITTED

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer
Department of Transportation

Date