

Mascoutah City Council

September 5, 2017

REGULAR MEETING AGENDA

Audit Presentation - 6:30 pm

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, August 21, 2017 City Council Meeting (Page 1 to Page 10) MINUTES, August 21, 2017 Executive Session Meeting (confidential, see City Clerk)

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

7. REPORTS AND COMMUNICATIONS

A. Mayor

- Library Board Appointment – Kay Connolly (replacing Linda Tribout)

B. City Council

C. City Manager

D. City Attorney

E. City Clerk

8. COUNCIL BUSINESS

A. Council Items for Action:

1. **Code Change – Bidding Procedures** (Page 7 to Page 9)
Description: Council approval and adoption of an Ordinance to amend Chapter 1 – Administration to amend the bidding procedures.

Recommendation: Council Approval and Adoption of Ordinance.

2. **PC17-02 Alley Vacation, 313,315 & 323 E. Main** (Page 10 to Page 18)
Description: Council approval to vacate an alley located at 313, 315 and 323 E. Main St.

Recommendation: Council Approval and Adoption of Ordinance.

3. **PC17-03 Alley Vacation, South Street and S. 10th Street** (Page 19 to Page 30)
Description: Council approval to vacate an alley located at S. 10th Street and South Street.
Recommendation: Council Approval and Adoption of Ordinance.
4. **Bid Award – Poplar Street Design-Build Reconstruction** (Page 31 to Page 32)
Description: Council approval and authorization of bids for design-build team to furnish surveying, engineering, and construction, including all labor, materials and equipment, for the Poplar Street Reconstruction Project from 6th Street to Jefferson Street.
Recommendation: Council Approval.
5. **Bid Award – Hunters Trail Paving** (Page 33 to Page 34)
Description: Council approval and authorization of bids for furnishing all labor, materials and equipment for the Hunters Trail Paving project.
Recommendation: Council Approval.
6. **Bid Award – Utility Work Machine** (Page 35 to Page 37)
Description: Approval and authorization of bid for furnishing a utility work machine and related components for the Electric Department.
Recommendation: Council Approval.
7. **Professional Services Contract – Scheve Park Master Plan** (Page 38 to Page 45)
Description: Council approval of Professional Services Contract with HeartLands Conservancy for preparation of a new updated Scheve Park Master Plan.
Recommendation: Council Approval.
8. **Police Union Contract Amendment** (Page 46 to Page 48)
Description: Council approval and authorization of amendment to the Policemen's Benevolent Labor Committee union agreement.
Recommendation: Council Approval.
9. **Police Department Mutual Aid Agreement** (Page 49 to Page 57)
Description: Council approval of a resolution authorizing the City of Mascoutah to enter into a Mutual Aid Agreement with City of O'Fallon Police Department, Village of Shiloh Police Department and City of Fairview Heights Police Department.
Recommendation: Council Approval and Adoption of Resolution.

- 10. Code Change – City Reservoir (First Reading)** (Page 58 to Page 62)
Description: Council approval of revisions to Chapter 31 – Recreation and Parks of the City Code by adoption of ordinance.

Recommendation: First Reading.

- 11. Re-Subdivision of Lot 37 for St. Christopher Lake (First Reading)**
(Page 63 to Page 67)
Description: Council approval and adoption of an Ordinance approving the Final Plat for St. Christopher Lake, subdividing Lot 37, 1.66 acres, into 8 smaller individual Lots.

Recommendation: First Reading.

B. Council Miscellaneous Items

C. City Manager

9. PUBLIC COMMENTS (3 MINUTES)

10. ADJOURNMENT TO EXECUTIVE SESSION

A. Litigation – Section 2(c)(11)

11. MISCELLANEOUS OR FINAL ACTIONS

12. ADJOURNMENT

POSTED 9/1/17 at 5:00 PM

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

AUGUST 21, 2017

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 Paul Schorr, John Weyant, Pat McMahan, and Mike Baker.

Absent: None.

Other Staff Present: City Manager Cody Hawkins, Assistant City Manager Mike Bolt, City Clerk Kari Haas, City Attorney Al Paulson, Finance Coordinator Lynn Weidenbenner, and Police Chief Scott Waldrup.

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

AMEND AGENDA

Weyant moved, seconded by Schorr, to amend the agenda to add Litigation – Section 2(c)(11) to Executive Session.

Motion passed. Passed by unanimous yes voice vote.

MINUTES

The minutes of the August 7, 2017 regular City Council meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

Michael Palmer – Spoke regarding the traffic at the intersection of Harnett and Sixth Street being a hazard during the Homecoming especially on Saturday and asked for some additional police presence and/or traffic control during that weekend.

Tim Marriott – Thanked the Council for allowing the boy scouts the opportunity to come to the meeting and observe.

Tom Hanley – Stated that he has a disgruntled resident who lives in his mobile home park which is Holland Mobile Home Park who he thought was going to be coming to the meeting tonight. Thanked the City Council and staff for everything they do for Mascoutah.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – absent – July 2017 report was provided.

Police Chief Scott Waldrup – July 2017 report was provided.

Finance Coordinator Lynn Weidenbenner – Monthly financials provided. Councilman Schorr asked about the due to Light Fund owed in the Ambulance Fund. Finance Coordinator stated that was to help cover some operating costs in the first quarter until property taxes were received so that will clear up before the end of second quarter. Mayor asked about the new 2% sales tax surcharge the state will be imposing and if we knew how much that was going to affect the City. Finance Coordinator stated that she has run preliminary numbers on the original estimated surcharge but will refigure that based on the final surcharge rate and will provide that information to Council.

City Engineer/Director of Public Works Tom Quirk – absent – Status report on public projects and monthly building report were provided. Councilman Schorr commented on the walking trail in Scheve Park and the cracks in the trail on the southern portion of the park and if that is going to continue. City Manager stated that they will relook at those and follow up. Councilman Weyant asked about the berm trail and if we had the approval from MSWPD. City Manager stated that we do have verbal approval from MSWPD but still have to do the final paperwork and have everything signed which will be done before the construction starts. Councilman Baker asked about the Scheve Park walking trail and the fix being done on the north side. City Manager commented on the fix being done by Byrne & Jones Construction and commented on how he believes having the thicker asphalt base will be better and last longer given the amount of freeze/thaw the City has and the affect it can have on asphalt.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: SLM Water Commission meeting.

City Council

Schorr – Nothing to report.

Weyant – Nothing to report.

McMahan – Nothing to report.

Baker – Nothing to report.

City Manager – Nothing to report.
City Attorney – Nothing to report.
City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The July 2017 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

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

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

CODE CHANGE – YARD SALES

City Manager presented report for Council consideration of approval of an Ordinance to amend Chapter 7 – Business Code, adding Article XIII – Yard Sales, of the City Code of Ordinances.

Councilman Baker stated that he spoke with many residents and had placed it on Facebook and had a mixed review of how many to allow so stated that he would be in favor of allowing 6 yard sales.

Councilman Weyant commented on a yard sale being considered a one day event and stated that he would like to see a yard sale considered a two day event. Council discussed the change and was in consensus to amend the ordinance to have a yard sale considered a two consecutive day event.

McMahan moved, seconded by Schorr, to approve and adopt Ordinance No. 17-15, amending Chapter 7 – Business Code, adding Article XIII – Yard Sales to the City Code of Ordinances, as amended.

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

RESOLUTION AUTHORIZING SALE OF SURPLUS EQUIPMENT

City Manager presented report for Council consideration of approval and adoption of a resolution authorizing the sale of surplus equipment.

Weyant moved, seconded by Baker, to approve and adopt Resolution No. 17-18-09, a resolution authorizing the sale of surplus equipment.

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

2017 MFT OIL & CHIP PROGRAM AND STREET MAINTENANCE – BID AWARD

City Manager presented report for Council consideration of approval of bid and authorization for furnishing and applying oil and chip sealing on various streets identified

for the 2017 Oil & Chip program and for furnishing and delivering oil and chip, and other aggregate materials, for street maintenance.

Councilman Weyant asked if we had a plan for additional material left on the street so we do not have the problems that we have had in the past. City Manager stated that staff will sweep up the additional rock and material and will stockpile the rock to be used again.

McMahan moved, seconded by Schorr, to approve the only bid of \$38,648.85 for oil to JTC Petroleum Company of Maryville, IL and the low bid of \$24,493.25 for slag chips and other aggregate materials to Beelman Logistics, LLC of East St. Louis, IL for the 2017 MFT Oil and Chip Program, and street maintenance.

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

CODE CHANGE – BIDDING PROCEDURES

City Manager presented report for Council consideration of approval and adoption of an Ordinance to amend Chapter 1- Administration to amend the bidding procedures.

Councilman Schorr commented on how future contracts will be made. City Manager explained that for future engineering contracts, the City will vet the companies, pick the company that meets the standards and negotiate with that company on the cost.

First reading. No action required.

PC 17-02 – ALLEY VACATION, 313, 315 & 323 E. MAIN STREET

City Manager presented report for Council consideration of approval to vacate an alley located at 313, 315 and 323 E. Main Street.

First reading. No action required.

PC 17-03 – ALLEY VACATION, SOUTH STREET AND S. 10TH STREET

City Manager presented report for Council consideration of approval to vacate an alley located at S. 10th Street and South Street.

First reading. No action required.

COUNCIL – MISCELLANEOUS ITEMS

Councilman Schorr commented on the intersection of 6th and Harnett and that discussion had taken place previously and asked if there was any update. City Manager stated that now that school has started back up there has been increased police presence and enforcement and will have a discussion with the school superintendent in the near future to discuss that intersection and safety concerns.

CITY MANAGER – MISCELLANEOUS ITEMS

City Manager provided information regarding the yard waste drop off site and the progress of the improvements; gate and fence has been installed, ditch has been filled, road will be oil

and chipped during the normal schedule, waiting on pricing for the security cameras, and the card reader system will be installed soon. City Manager stated that after all this is done and we have the pricing for the security cameras staff will bring a recommendation back for an annual fee.

City Manager provided information regarding the monetary support for non-profit organizations operating in city buildings. City Manager stated that he does have a request from the museum for monetary support for painting and how much the Council would like to provide in support; Council was in consensus to provide support based on the low bid amount. City Manager stated that in future contracts, his recommendation would be to budget a certain amount to be distributed between the different organizations on a case by case basis.

City Manager provided information regarding the request from the inspectors to increase their inspection fees reimbursement and if the City wants to increase the fees paid by the residents by the same amounts or decrease the revenues for the City. City Manager will work on the bottom line numbers to see the impact on the revenues and bring it back to Council.

City Manager provided information regarding requests received from resident to allow non-motorized boats, canoes etc. on Prairie Lake and wanted to know Council's thoughts on allowing them or restricting them. Council was in consensus to allow boating. City Manager stated that staff will bring back those code changes at the next meeting.

PUBLIC COMMENTS

Jason Dressler – Commented on the yard waste drop off site and how access will be, if it can be done on a one-time basis. City Manager explained that it will be an access card issued annually.

Michael Palmer – Commented on the yard waste drop off site and the card system idea, does like the idea to help prevent abuse.

ADJOURNMENT TO EXECUTIVE SESSION

McMahan moved, seconded by Schorr, to adjourn to Executive Session to discuss Litigation – Section 2(c)(11) at 8:01 p.m.

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

RETURN TO REGULAR SESSION

Schorr moved, seconded by Baker, to return to Regular Session at 8:10 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

McMahan moved, seconded by Schorr, to **adjourn at 8:12 p.m.**

Motion passed. Motion passed by unanimous yes voice vote.


Kari D. Haas, City Clerk

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & City Council

FROM: Cody Hawkins – City Manager

SUBJECT: **Code Change – Bidding Procedures (Second Reading)**

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Council approval and adoption of an Ordinance to amend Chapter 1 – Administration to amend the bidding procedures.

BACKGROUND & STAFF COMMENTS:

Per discussion at previous City Council meeting, staff is recommending removing the language that was added in 2015 requiring contracts for engineering services to be competitively bid. Staff has been running into issues with the bidding procedures that were enacted requiring competitive bidding for engineering/ professional service contracts over \$20,000 in that engineering firms are telling the City that they will not submit bids on those projects because it would cost them too much for a bid they are not guaranteed to be awarded.

Since the last meeting, the State approved Public Act 100-0338 which increases the base amount for bidding purposes from \$20,000 to \$25,000. This change has been incorporated into the attached code change.

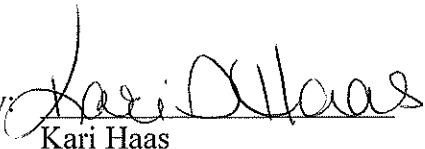
RECOMMENDATION:

Council approval and adoption of ordinance.

SUGGESTED MOTION:

I move that the Council approve and adopt Ordinance No. 17-___, amending Chapter 1 – Administration, Article II – City Officials, Division 4 – General Provisions, bidding and contract procedures.

Prepared By:


Kari Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Ordinance

ORDINANCE NO. 17-__

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CHAPTER 1 – ADMINISTRATION
ADOPTED OF THE CITY OF MASCOUTAH, ILLINOIS.**

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

SECTION 1: Amending CHAPTER 1 – ADMINISTRATION, ARTICLE II – CITY OFFICIALS, DIVISION 4 – GENERAL PROVISIONS, as attached.

SECTION 2: This ordinance shall be in full force and effect 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 5th day of September, 2017, and deposited and filed in the Office of the City Clerk in said City on that date.

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

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 5th day of September, 2017.

ATTEST:

Mayor

City Clerk
(SEAL)

Attachment A

CHAPTER 1 – ADMINISTRATION

ARTICLE II – CITY OFFICIALS

DIVISION 4 – GENERAL PROVISIONS

Sec. 1-2-27. Bidding and contract procedures.

(b) Formal Contract Procedure. All work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, and all purchases, orders or contracts for supplies, materials, equipment or contractual services except as otherwise provided here, when the estimated cost thereof shall exceed ~~\$20,000.00~~ **\$25,000.00**, shall be purchased from the lowest responsible bidder, after due notice inviting bids, unless competitive bidding is waived by a vote of two-thirds of the councilmen then holding office.

(k) Professional services exempt from bidding requirements.

(1) All contracts for professional services, including, but not limited to, attorneys, engineers, real estate appraisers and architects and any other profession whose ethical code involved prohibits or discourages involvement in normal bidding procedures, may be entered into by the city without observing the bidding procedures prescribed by this section for the award of formal contracts.

~~(2) For engineering services valued at over \$20,000.00, a Request for Proposal (RFP) is to be prepared much the same way as specifications, including requirements and minimum standards for the services to be provided. A minimum of three qualified professionals known to the City will be invited to submit a proposal providing the information required and setting forth their price for those services. The City Manager and/or his designee will review the proposals and submit a recommendation to the city council for contract award.~~

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor and Council

FROM: Mike Bolt, Assistant City Manager

SUBJECT: PC17-02 Alley Vacation, 313, 315, & 323 E. Main (SECOND READING)

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Council Approval to vacate an alley located at 313, 315, & 323 E. Main.

BACKGROUND & STAFF COMMENTS:

The City of Mascoutah now owns the Lots located at 313 & 315 E. Main. To maximize the value for potential sale, our City Attorney has recommended the Alley be vacated. We have reached out to the Owner of 323 E. Main, who also has this same alley adjacent to his property, and inquired if he would like that portion vacated as well. He does, and would appreciate that.

DISCUSSION POINTS / ISSUES:

Presently, there is no vehicular traffic thru this alley.

The City would maintain an easement in this alley for access to Utilities. The City has electric in the alley behind 323 E. Main. Water & Sewers are not in this alley. Water line is on the south side of Main Street. Gravity sewers are on Church Street. Storm sewers are on Independence Street.

A request for an Alley Vacation requires a public hearing before the Planning Commission. The legal notice for the public hearing was published and notices were sent to property owners within 250' of the subject property. As of the date of this report, staff has received no opposition or comments.

PLANNING COMMISSION: The Planning Commission recommended this alley vacation for approval at their meeting on August 16, 2017.

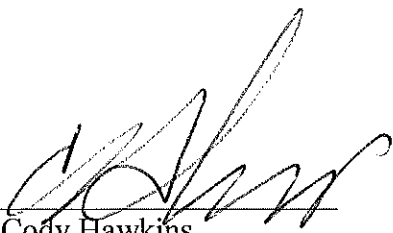
STAFF RECOMMENDATION:

Staff recommends approval of this alley vacation.

SUGGESTED MOTION:

I move that the City Council adopt Ordinance 17-____ approving the alley vacation located at 313, 315, & 323 E. Main, subject to the Findings attached.

Approved By:


Cody Hawkins
City Manager

Prepared By:


Mike Bolt
Assistant City Manager

Attachments:

- A. Alley Vacation Application
- B. Aerial Map location
- C. Buffer Report
- D. Legal Description
- E. Public Notice
- F. Ordinance

Permit Number _____
Approved by: _____

Issued On _____, 20____

City of Mascoutah
ALLEY/ STREET VACATION APPLICATION

(A)

Application is hereby made this 24th day of July, 2017, for vacation of
the following alley/ street:

City of Mascoutah

Name of Party requesting vacation

Alley/ Street located at:

In b/t Independence + Jefferson, + 177 + Church

North side of
3 parcels:

10320139019 City
10320139022 City
10320139018 Skootr's

in accordance with the drawings and specifications presented herewith.

Merald E. Daugherty Robert Schwyz
Signature of Applicant

Applicant is: ☒ Property Owner [] Lessee [] Agent of owner or lessee*

* Note: If applicant is an Agent, the property owner must sign the following statement.

The undersigned property owner authorizes Applicant to make this application for the premises stated above and further states that he/ she is familiar with the appropriate portions of the Ordinances of the City of Mascoutah as they may apply to the proposed property changes. Further, the undersigned agrees to assume all costs related to application review of this project, including but not limited to City engineering, legal costs, and/or required studies deemed necessary during the review process.

Robert Schwyz Merald E. Daugherty
Property Owner

Property Information

Property Owner:

City of Mascoutah

Address:

3 W. Main Mascoutah IL 62258

Lessee:

Address:

Contractor:

Contractor Contact:

Application Checklist (Attachments)

☐ Proof of Ownership
☐ Site Plan Drawing

☐ Application Fee - \$150.00
☐ Boundary Survey

Version 9/6/06

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PARCELID	SITEADR1	OWNER	ADDRESS	CITYST	ZIPCODE
10-32.0-130-017	219 E CHURCH ST	GREGORY K TOENSING	P O BOX 202	OKAWVILLE, IL	62271
10-32.0-131-003	306 E GREEN ST	HEATHER SELTERS	306 E GREEN ST	MASCOUTAH, IL	622582121
10-32.0-131-004	312 E GREEN ST	INGE & ELSIE TRUSTEES METCALFE	312 E GREEN ST	MASCOUTAH, IL	622582121
10-32.0-131-005	316 E GREEN ST	JOAN G CLARK	10965 TOWN HALL RD	MASCOUTAH, IL	62258
10-32.0-131-006	INDEPENDENCE ST	HOLY CHILDHOOD CHURCH	0 INDEPENDENCE ST	MASCOUTAH, IL	62258
10-32.0-131-011	321 E CHURCH ST	D & D SMITH LAND TRUST #100	321 E CHURCH ST	MASCOUTAH, IL	622582113
10-32.0-131-012	303 E CHURCH ST	KYLE J JACOB	303 E CHURCH ST	MASCOUTAH, IL	62258
10-32.0-131-013	311 E CHURCH ST	RYAN M & JESSICA D BUSCH	311 E CHURCH ST	MASCOUTAH, IL	62258
10-32.0-131-014	112 N JEFFERSON ST	JEREMY C DICKEY	112 N JEFFERSON ST	MASCOUTAH, IL	62258
10-32.0-132-001	415 CHURCH ST	HOLY CHILDHOOD CHURCH	415 CHURCH ST	MASCOUTAH, IL	62258
10-32.0-138-008	11 N JEFFERSON ST	L J PRODUCTIONS INC	59 HARVEL CT	COTTAGE HILLS, IL	62018
10-32.0-138-019	227 E MAIN ST	DARREN & LEEANN GOODLIN	1162 LARKSPUR DR	MASCOUTAH, IL	622582933
10-32.0-139-009	322 E CHURCH ST	MARVIN C & EULA C MARTIN	322 E CHURCH ST	MASCOUTAH, IL	622582114
10-32.0-139-010	303 E MAIN ST	MOTO INC	PO BOX 122	BELLEVILLE, IL	622220122
10-32.0-139-018	323 E MAIN ST	ROBERT & BRENDA SCHWEIGER	6345 HULLIUNG RD	MASCOUTAH, IL	622584019
10-32.0-139-019	315 E MAIN ST	ATTN: CODY HAWKINS CITY MANAGE	3 W MAIN ST	MASCOUTAH, IL	62258
10-32.0-139-020	302 E CHURCH ST	MOTO INC	PO BOX 122	BELLEVILLE, IL	622220122
10-32.0-139-021	320 E CHURCH ST	ROBERT & ANGELA HAYES	320 E CHURCH ST	MASCOUTAH, IL	622582114
10-32.0-139-022	313 E MAIN ST	ATTN: CODY HAWKINS CITY MANAGE	3 W MAIN ST	MASCOUTAH, IL	62258
10-32.0-139-023	313 E MAIN ST	BETTER NEWSPAPERS INC	PO BOX C	MASCOUTAH, IL	622580189
10-32.0-140-015	401 E MAIN ST	HOLY CHILDHOOD OF JESUS	401 E MAIN ST	MASCOUTAH, IL	62258
10-32.0-146-015	3 S JEFFERSON ST	ATTN: JOHN L. BAILEY BAILCO PR	21 W CHURCH ST	MASCOUTAH, IL	622582029
10-32.0-147-001	209 E FILLMORE ST	KAREN DROSTE	19147 STATE ROUTE 15	NASHVILLE, IL	622635017
10-32.0-147-003	308 E MAIN ST	KURIOS PROPERTIES LLC	21 W CHURCH	MASCOUTAH, IL	62258
10-32.0-147-004	312 E MAIN ST	BAILCO PROPERTIES LLC	21 W CHURCH ST	MASCOUTAH, IL	622582029
10-32.0-147-007	318 E MAIN ST	JEREMY MAFTE	320 E MAIN ST	MASCOUTAH, IL	622582139
10-32.0-147-008	320 E MAIN ST	JEREMY MAFTE	320 E MAIN ST	MASCOUTAH, IL	622582139
10-32.0-147-011	309 E STATE ST	GARY A & LILA J STAMBAUGH	309 E STATE	MASCOUTAH, IL	62258
10-32.0-147-015	311 E STATE ST	RAY & CARRIE KUNKEL	113 S 2ND ST	MASCOUTAH, IL	622581903
10-32.0-147-016	15 S INDEPENDENCE ST	RAYMOND & CARRIE KUNKEL	113 S 2ND ST	MASCOUTAH, IL	622581903
10-32.0-147-017	14 S JEFFERSON ST	KAREN DROSTE	19147 STATE RTE 15	NASHVILLE, IL	62263
10-32.0-148-001	400 E MAIN ST	JACK J KLOPMAYER	504 N JEFFERSON ST	MASCOUTAH, IL	62258
10-32.0-148-007	INDEPENDENCE ST	JACK J KLOPMAYER	504 N JEFFERSON ST	MASCOUTAH, IL	62258
10-32.0-148-016	401 E STATE ST	JACK J KLOPMAYER	504 N JEFFERSON ST	MASCOUTAH, IL	62258
10-32.0-148-017	406 E MAIN ST	JACK J KLOPMAYER	504 N JEFFERSON ST	MASCOUTAH, IL	62258





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CORPORATE OFFICE
4940 OLD COLLINSVILLE ROAD
SWANSEA, IL 62226
618.624.4488
WWW.TWM-INC.COM

August 3, 2017

City of Mascoutah
St. Clair County, IL
Project Number: 170576

Legal Description to Vacate Alley

A 12' wide alley being part of Block 15 of Tetrick and Fike's Addition to the Town Mascoutah, reference being had to the plat thereof in the St. Clair County Recorder's Office in Book of Plats A on page 48, and being more particularly described as follows.

Beginning at southeast corner Lot 12 of said Tetrick and Fike's Addition to the Town Mascoutah; thence southerly on the west right of way line of S. Independence Street, 12 feet more or less to the northeast corner of Lot 11 of said Block 15 of Tetrick and Fike's Addition to the Town Mascoutah; and the southerly right of way line of an alley; thence westerly, 300 feet on the north lines of lots 1,3,5,7,9 and 11 of said Tetrick and Fike's Addition to the Town Mascoutah, also being the southerly right of way line of the alley to be vacated, to the northwest corner of said Lot 1 and the east right of way line of S. Jefferson Street; thence northerly 12.00 feet more or less, on said east right of way line of S. Jefferson Street, to the southwest corner of Lot 2 of said Tetrick and Fike's Addition to the Town Mascoutah; and the northerly right of way line of said alley, thence easterly on the south lines of Lots 2,4,6, 8,10 and 12 of said Tetrick and Fike's Addition to the Town Mascoutah, a distance of 300 feet to the Point of Beginning.

Subject to easements, conditions and restrictions of record.

EXCEPTIONAL SERVICE.
NOTHING LESS.



Highways & Streets
Bridges & Structures
Traffic & Signals
Railways
Electrical
Wastewater
Stormwater
Water
Parks & Recreation
Commercial
Residential
Education
Healthcare
Industrial
Port Infrastructure
Land & Hydrographic Surveying
3D Laser Scanning
GIS / Mapping
Construction Staking
Construction Observation

100% EMPLOYEE OWNED

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN

The Planning Commission of the City of Mascoutah will conduct a Public Hearing on Wednesday, August 16th, 2017 at 7:00 p.m. in the City Council Chambers at City Hall, #3 West Main Street, Mascoutah, IL 62258.

The purpose of this hearing is to consider an alley vacation of 313, 315, & 323 E. Main St, Mascoutah IL 62258.

Anyone interested in this subject may appear and be heard for or against. Questions or requests for further details can be directed to the City Manager's Office, (618) 566-2964, ext. 121. Comments in writing may be forwarded to the City Manager's Office, #3 West Main St., Mascoutah, IL 62258.

A regular meeting of the Planning Commission will follow this hearing for action on this request.

Posting Date 8/1/17

PLANNING COMMISSION
Ken Zacharski, Chairman



(F)

ORDINANCE NO. 17-__

**AN ORDINANCE VACATING A PORTION OF AN ALLEYWAY
BETWEEN 303 EAST MAIN ST. AND 323 EAST MAIN ST.**

WHEREAS, a plat has been recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, a copy of which is attached to this Ordinance, marked "Exhibit A" and incorporated herein; and

WHEREAS, the City of Mascoutah now desires to vacate a portion of an alleyway in manner and form as provided by the Statutes of the State of Illinois.

WHEREAS, the alleyway, which runs east and west between 303 East Main St. and 323 East Main St., is to be vacated.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, THAT MASCOUTAH DOES HEREBY VACATE THAT PORTION OF THE PLAT AS SHOWN IN "EXHIBIT A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 1: TO OWNERS OF RECORD –

A 12' wide alley being part of Block 15 of Tetrick and Fike's Addition to the Town of Mascoutah, reference being had to the plat thereof in the St. Clair County Recorder's Office in Book of Plats A on page 48, and being more particularly described as follows:

Beginning at the southeast corner of Lot 12 of said Tetrick and Fike's Addition to the Town of Mascoutah; thence southerly on the west right of way line of S. Independence Street, 12 feet more or less to the northeast corner of Lot 11 of said Block 15 of Tetrick and Fike's Addition to the Town of Mascoutah; and the southerly right of way line of an alley; thence westerly, 300 feet on the north lines of lots 1, 3, 5, 7, 9 and 11 of said Tetrick and Fike's Addition to the Town of Mascoutah, also being the southerly right of way line of the alley to be vacated, to the northwest corner of said Lot 1 and the east right of way line of S. Jefferson Street; thence northerly 12.00 feet more or less, on said east right of way line of S. Jefferson Street, to the southwest corner of Lot 2 of said Tetrick and Fike's Addition to the Town of Mascoutah; and the northerly right of way line of said alley, thence easterly on the south lines of Lots 2, 4, 6, 8, 10 and 12 of said Tetrick and Fike's Addition to the Town of Mascoutah, a distance of 300 feet to the Point of Beginning.

Subject to easements, conditions and restrictions of record.

Attachment F

(F)

SECTION 2: That the alleyway, as described above, be vacated with the following Conditions of Approval:

- 1) A 12' utility easement is retained for the entire area.
- 2) The property owners are responsible for all costs associated with this alley vacation.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval according to 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 5th day of September, 2017, and deposited and filed in the office of the City Clerk in said City on that date.

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

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 5th day of September, 2017.

Mayor

ATTEST:

City Clerk
(SEAL)

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor and Council

FROM: Mike Bolt, Assistant City Manager

SUBJECT: PC17-03 Alley Vacation, South Street and S. 10th Street (SECOND READING)

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Council Approval to vacate an alley located at S. 10th Street and South Street.

BACKGROUND & STAFF COMMENTS:

The reason for this request is because a Contractor is planning on building 2 new apartment buildings, along with parking. Attached is their site plan illustrating the need for this alley vacation.

This requested alley vacation runs east and west, from S. 10th Street, and would be vacated between 6 parcel numbers. 10310139001, 10310139022, 10310139004, 10310139011, 10310139023, & 10310139014.

Presently, there is no vehicular traffic thru this alley.

The City would maintain an easement for access to Utilities. Electric is on 10th Street. Storm Sewers are also on 10th St. Gravity sewers are under South Street. Water lines are on north side of South Street.

DISCUSSION POINTS / ISSUES:

A request for an Alley Vacation requires a public hearing before the Planning Commission. The legal notice for the public hearing was published and notices were sent to property owners within 250' of the subject property. As of the date of this report, staff has received no comments, or opposition.

PLANNING COMMISSION: The Planning Commission recommended this alley vacation at their meeting on August 16, 2017.

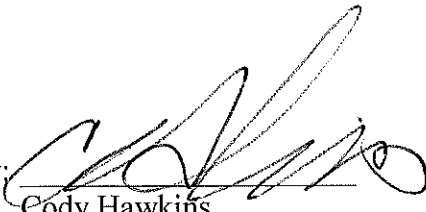
STAFF RECOMMENDATION:

Staff recommends approval of this alley vacation.

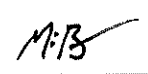
SUGGESTED MOTION:

I move that the City Council adopt Ordinance 17-___ approving this alley vacation located at S. 10th Street and South Street.

Approved By:


Cody Hawkins
City Manager

Prepared By:


Mike Bolt
Assistant City Manager

Attachments:

- A. Alley Vacation Application
- B. Request Letter
- C. Legal Description
- D. Aerial Map
- E. Buffer Report
- F. Site Plan
- G. Public Notice
- H. Ordinance

Permit Number _____

Issued On _____, 20____

Approved by: _____

City of Mascoutah
ALLEY/ STREET VACATION APPLICATION

Application is hereby made this 19 th day of July, 20 17, for vacation of the following alley/ street:

A&E Midwest Investments, Inc.

Name of Party requesting vacation

Alley/ Street located at:

South Tenth Street and West South Street

in accordance with the drawings and specifications presented herewith.

Danielle Jokisch, Trustee
Signature of Applicant

A

Applicant is: ☒ Property Owner ☐ Lessee ☐ Agent of owner or lessee*

* Note: If applicant is an Agent, the property owner must sign the following statement.

The undersigned property owner authorizes Applicant to make this application for the premises stated above and further states that he/ she is familiar with the appropriate portions of the Ordinances of the City of Mascoutah as they may apply to the proposed property changes. Further, the undersigned agrees to assume all costs related to application review of this project, including but not limited to City engineering, legal costs, and/or required studies deemed necessary during th review process.

Danielle Jokisch Trustee
Property Owner

Property Information

Property Owner: A&E Midwest Investments, Inc. (Danielle Jokisch - Trustee)
Address: 21 West Main Street, Suite 210 Belleville, Illinois
Lessee: _____
Address: _____
Contractor: _____
Contractor Contact: _____

Application Checklist (Attachments)

<input type="checkbox"/>	Proof of Ownership
<input checked="" type="checkbox"/>	Site Plan Drawing

<input checked="" type="checkbox"/>	Application Fee - \$150.00
<input checked="" type="checkbox"/>	Boundary Survey



Millennia Professional Services of Illinois, Ltd.

11 Executive Drive, Suite 12 • Fairview Heights, Illinois 62208 • (Office) 618.624.8610 • (Fax) 618.624.8611

July 27, 2017

Mr. Cody Hawkins
City Manager
3 West Main Street
Mascoutah, IL 62258



RE: Southview Apartments Alley Vacation

Dear Mr. Hawkins:

We are submitting on behalf of our client (Southview Apartments), an application to vacate an alley running west to east from South 10th Street as depicted on the attached legal description and exhibit. We request this alley to be vacated in order to facilitate two new apartment buildings along with parking.

We have included the \$150 application fee along with a site plan for the development for your use and to illustrate the need for the alley vacation. If you have any questions or comments, please feel free to contact our office at your convenience.

Sincerely,

Millennia Professional Services of Illinois, Ltd.

Eric Olson, P.E.
Senior Project Manager

ERO/ero
Enclosures

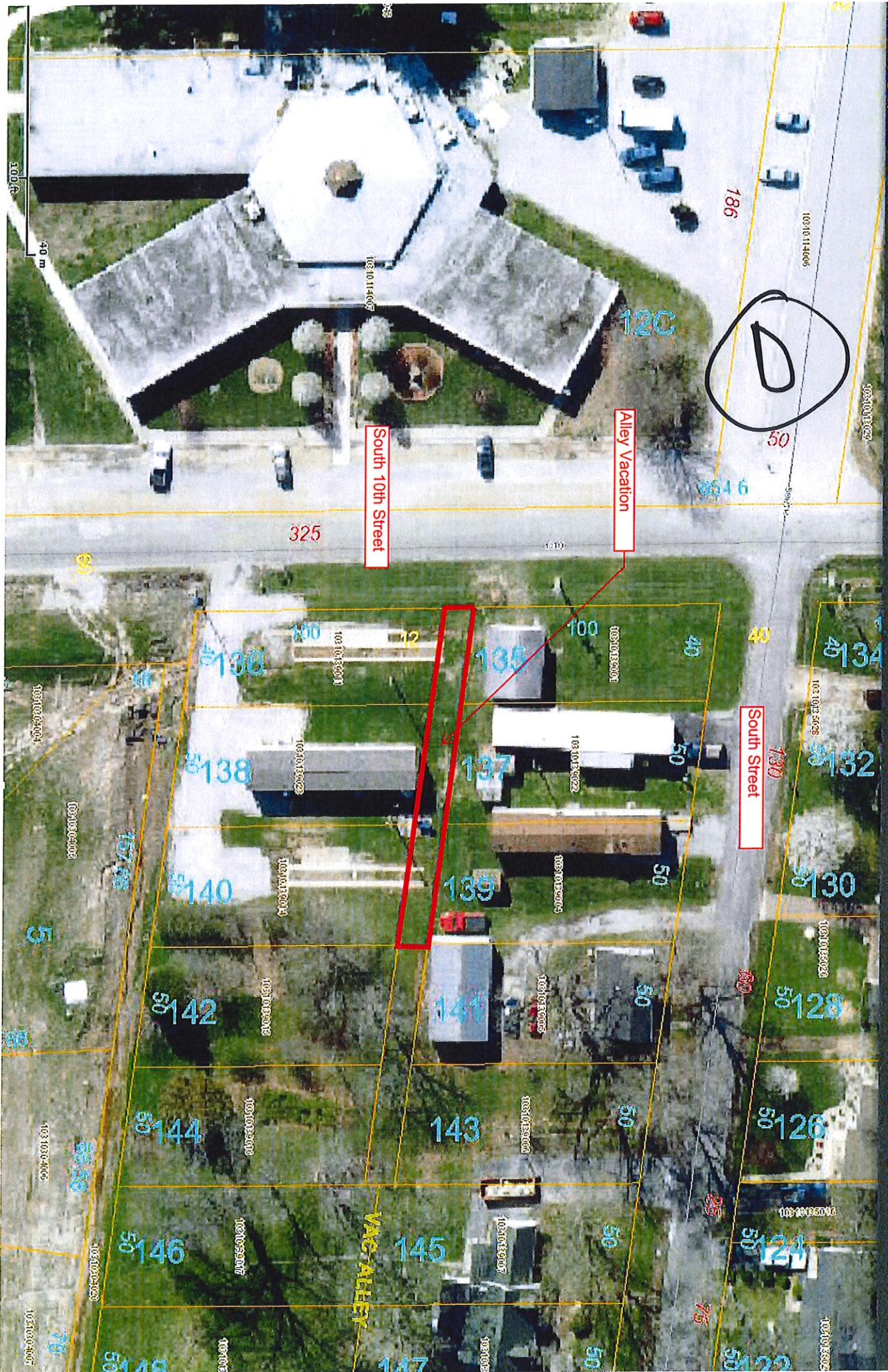
cc: Mr. Tim Kappert

LEGAL DESCRIPTION
12' ALLEY VACATION
July 26, 2017

A tract of land being part of Block 11 of Leibrock's 4th Addition to Mascoutah as recorded in Plat Book X, Page 150 of the St. Clair County Recorder's Office, said tract being more particularly described as;

That part of a 12-foot right-of-way, which runs east and west for approximately 240 feet between Lots 135 and 136 and 137 and 138 and 139 and 140 as shown on the aforementioned Leibrock's Addition.





PARCELID	SITEADR1	OWNER	ADDRESS	CITYST
10-31.0-113-028	100 COPPER OAKS DR	VILLAS AT SILVER CREEK	7733 FORSYTH BLVD FL 4	SAINT LOUIS, MO
10-31.0-113-029	W SOUTH ST	VILLA AT SILVER CREEK LLC	201 S 10TH ST	MASCOUTAH, IL
10-31.0-114-006	S TENTH ST	CITY OF MASCOUTAH	0 S 10TH ST	MASCOUTAH, IL
10-31.0-114-007	201 S TENTH ST	CCC MASCOUTAH LLC	312 SOLLEY DR REAR	BALLWIN, MO
10-31.0-135-002	932 W STATE ST	ROHR RICHARD C REED BRENDA S &	C/O 232 WOODRIDGE DR	SWANSEA, IL
10-31.0-135-003	926 W STATE ST	ROHR RICHARD C REED BRENDA S &	C/O 232 WOODRIDGE DR	SWANSEA, IL
10-31.0-135-004	920 W STATE ST	LARRY LANDS	604 W STATE ST	MASCOUTAH, IL
10-31.0-135-015	921 W SOUTH ST	HENZEL REBECCA J ENGLAND AARON	921 W SOUTH ST	MASCOUTAH, IL
10-31.0-135-021	918 W STATE ST	PAUL D & SANDRA BERNARD	918 W STATE ST	MASCOUTAH, IL
10-31.0-135-022	908 W STATE ST	RITA & RONALD SKIMEHORN	1126 QUAIL PT	MASCOUTAH, IL
10-31.0-135-023	904 W STATE ST	ROY E & RENATE CO-TRUSTEES GRA	39 COACHLIGHT DR	MASCOUTAH, IL
10-31.0-135-026	923 W SOUTH ST	ORIS O & WF MUELLER	923 W SOUTH ST	MASCOUTAH, IL
10-31.0-135-027	905 W SOUTH ST	RICHARD V & PHYLLIS A JOHNSON	409 W GREEN ST	MASCOUTAH, IL
10-31.0-135-028	929 W SOUTH ST	LARRY & MABLE LANDS	929 W SOUTH ST	MASCOUTAH, IL
10-31.0-135-029	907 W SOUTH ST	CARLYN D & WF REHBEIN	907 W SOUTH ST	MASCOUTAH, IL
10-31.0-139-001	W SOUTH ST	DANIELLE TRUSTEE JOKISCH	120 W MAIN ST STE 210	BELLEVILLE, IL
10-31.0-139-006	920 W SOUTH ST	LARRY LANDS	604 W STATE ST	MASCOUTAH, IL
10-31.0-139-007	910 W SOUTH ST	BENJAMIN L & MICHELLE R HIPPAR	910 W SOUTH ST	MASCOUTAH, IL
10-31.0-139-009	902 W SOUTH ST	GREG A & LINDA S TIEMANN	1521 AIRPORT RD	NEW BADEN, IL
10-31.0-139-011	204 S TENTH ST	DANIELLE TRUSTEE JOKISCH	120 W MAIN ST STE 210	BELLEVILLE, IL
10-31.0-139-014	208 S TENTH ST	DANIELLE TRUSTEE JOKISCH	120 W MAIN ST STE 210	BELLEVILLE, IL
10-31.0-139-015	920 W SOUTH ST	LARRY LANDS	604 W STATE ST	MASCOUTAH, IL
10-31.0-139-018	910 W SOUTH ST	BENJAMIN L & MICHELLE R HIPPAR	910 W SOUTH ST	MASCOUTAH, IL
10-31.0-139-019	902 W SOUTH ST	GREG A & LINDA S TIEMANN	1521 AIRPORT RD	NEW BADEN, IL
10-31.0-139-022	W SOUTH ST	DANIELLE TRUSTEE JOKISCH	120 W MAIN ST STE 210	BELLEVILLE, IL
10-31.0-139-023	206 S TENTH ST	DANIELLE TRUSTEE JOKISCH	120 W MAIN ST STE 210	BELLEVILLE, IL
10-31.0-304-004	720 MORTAR ST	BRICKYARD DEVELOPMENT GROUP LL	PO BOX 122	MASCOUTAH, IL
10-31.0-304-005	716 MORTAR ST	BRICKYARD DEVELOPMENT GROUP LL	PO BOX 122	MASCOUTAH, IL
10-31.0-304-006	712 MORTAR ST	BRICKYARD DEVELOPMENT GROUP LL	PO BOX 122	MASCOUTAH, IL
10-31.0-304-007	708 MORTAR ST	BRICKYARD DEVELOPMENT GROUP LL	PO BOX 122	MASCOUTAH, IL
10-31.0-304-008	704 MORTAR ST	BRICKYARD DEVELOPMENT GROUP LL	PO BOX 122	MASCOUTAH, IL
10-31.0-304-020	S 10TH ST	BRICKYARD DEVELOPMENT GROUP LL	PO BOX 122	MASCOUTAH, IL

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN

The Planning Commission of the City of Mascoutah will conduct a Public Hearing on Wednesday, August 16th, 2017 at 7:00 p.m. in the City Council Chambers at City Hall, #3 West Main Street, Mascoutah, IL 62258.

The purpose of this hearing is to consider an alley vacation of 204 S. Tenth St, Mascoutah IL 62258.

Anyone interested in this subject may appear and be heard for or against. Questions or requests for further details can be directed to the City Manager's Office, (618) 566-2964, ext. 121. Comments in writing may be forwarded to the City Manager's Office, #3 West Main St., Mascoutah, IL 62258.

A regular meeting of the Planning Commission will follow this hearing for action on this request.

Posting Date 8/1/17

PLANNING COMMISSION
Ken Zacharski, Chairman

6



ORDINANCE NO. 17-__

**AN ORDINANCE VACATING A PORTION OF AN ALLEYWAY
ON SOUTH 10TH ST.**

WHEREAS, a plat has been recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, a copy of which is attached to this Ordinance, marked "Exhibit A" and incorporated herein; and

WHEREAS, the City of Mascoutah now desires to vacate a portion of an alleyway in manner and form as provided by the Statutes of the State of Illinois.

WHEREAS, the alleyway, which runs east and west on South 10th Street between parcel numbers 10-31-0-139-001, 10-31-0-139-022, 10-31-0-139-004, 10-31-0-139-011, 10-31-0-139-023 and 10-31-0-139-014, is to be vacated.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, THAT MASCOUTAH DOES HEREBY VACATE THAT PORTION OF THE PLAT AS SHOWN IN "EXHIBIT A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 1: TO A&E MIDWEST INVESTMENTS INC. –

A tract of land being part of Block 11 of Leibrock's 4th Addition to Mascoutah as recorded in Plat Book X, page 150 of the St. Clair County Recorder's Office, said tract being more particularly described as:

That part of a 12 foot right of way, which runs east and west for approximately 240 feet between Lots 135 and 136 and 137 and 138 and 139 and 140 as shown on the aforementioned Leibrock's Addition.

SECTION 2: That the alleyway, as described above, be vacated with the following Conditions of Approval:

- 1) A 12' utility easement is retained for the entire area.
- 2) The property owners are responsible for all costs associated with this alley vacation.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

4

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 5th day of September, 2017, and deposited and filed in the office of the City Clerk in said City on that date.

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

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 5th day of September, 2017.

Mayor

ATTEST:

City Clerk
(SEAL)

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: Poplar Street Design-Build Reconstruction - Bid Award

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Approval and authorization of bids for design-build team to furnish surveying, engineering, and construction, including all labor, materials and equipment, for the Poplar Street Reconstruction Project from 6th Street to Jefferson Street.

BACKGROUND & STAFF COMMENTS:

Bids for the *Poplar Street Design-Build Reconstruction Project* were opened on Tuesday, August 22, 2017. There were 2 bidders total. Lowest qualified bid was submitted by DMS Contracting Inc. for a total amount of \$1,612,500.00. The DMS Contracting Design-Build Team includes engineering firm Thouvenot, Wade & Moerchen and The Killian Corporation for asphalt paving. This project consists of reconstructing Poplar Street from 6th Street to Jefferson Street with new asphalt pavement, to replace the existing oil & chip surface, and will include, new concrete gutters, concrete driveway aprons and a 5' wide concrete sidewalk on the north side of the street. See Bid Tab, Attachment A.

FUNDING:

This project will be paid for with General Funds and TIF 2B Funds. The low bid is \$32,500 over the amount budgeted for this project but the project will span into the next fiscal year so additional TIF 2B funds will budgeted in FY19 to complete the project.


RECOMMENDATION:

Approval of low bid for furnishing surveying, engineering, and construction, including all labor, materials and equipment, for the *Poplar Street Reconstruction Project* to DMS Contracting Inc. for the total bid of \$1,612,500.00.

SUGGESTED MOTION:

I move that the Council approve the low bid of \$1,612,500.00 to DMS Contracting Inc. of Mascoutah, IL for furnishing surveying, engineering, and construction, including all labor, materials and equipment, for the *Poplar Street Reconstruction Project* and authorize appropriate officials to execute the necessary documents.

Prepared By:


Tom Quirk
City Engineer

Approved By:


Cody Hawkins
City Manager

Attachment: A – Bid Tab

BID TAB

Project: Poplar Street from 6th St. to IL Route 4 (Design-Build)

Date of Bid: Tuesday, August 22, 2017

	City Budget	Hank's Excavating 5825 W State Route 161 Belleville, IL 62223	DMS Contracting, Inc. 10243 Fuesser Road Mascoutah, IL 62258
Description			
Subtotal 6th to Railway	\$ 1,110,000.00	\$ 1,110,000.00	\$ 1,096,500.00
Subtotal Railway to IL Route 4	\$ 470,000.00	\$ 570,000.00	\$ 516,000.00
Total Bid	\$ 1,580,000.00	\$ 1,680,000.00	\$ 1,612,500.00
Bid Bond		5% Bid Bond	5% Bid Bond

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: **Hunters Trail Paving - Bid Award**

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Approval and authorization of bids for furnishing all labor, materials and equipment for the Hunters Trail Paving Project.

BACKGROUND & STAFF COMMENTS:

Bids for the *Hunters Trail Paving Project* were opened on Thursday, August 31, 2017. There were 5 bidders total. Lowest qualified bid was submitted by Christ Bros. Asphalt, Inc. for a total amount of \$132,778.63. See Bid Tab, Attachment A.

This project consists of removing existing oil & chip pavement and constructing hot-mix asphalt pavement on new aggregate base on Hunters Trail from just south of Pheasant Bend to Fuesser Road. A portion of Pheasant Bend near the intersection of Hunters Trail will also be paved. Hunters Trail is one of only a few oil & chip streets in the Hunters Creek Subdivision. The remaining oil & chip section of Pheasant Bend, Quail Point, and Fox Run will be scheduled for paving over the next several years.

FUNDING:

This project will be paid for with General Funds and is within budget.

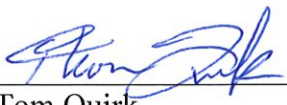
RECOMMENDATION:

Approval of low bid for furnishing all labor, materials and equipment for the *Hunters Trail Paving Project* to Christ Bros. Asphalt, Inc. for the total bid of \$132,778.63.

SUGGESTED MOTION:

I move that the Council approve the low bid of \$132,778.63 to Christ Bros. Asphalt, Inc. of Lebanon, IL for furnishing all labor, materials and equipment for the *Hunters Trail Paving Project* and authorize appropriate officials to execute the necessary documents.

Prepared By:


Tom Quirk
City Engineer

Approved By:


Cody Hawkins
City Manager

Attachment: A – Bid Tab

BID TAB

Project: Hunters Trail Paving

Date of Bid: Thursday, August 31, 2017, 9:00 AM

			Killian Corporation 608 S. Independence Mascoutah, IL 62258		Stutz Excavating 3837 Fosterberg Road Alton, IL 62002		Rooters Asphalt 350 Carter Street P.O. Box 175 Beckemeyer, IL 62219	
Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Pavement Removal/Earthwork	1	L Sum	\$ 31,755.00	\$ 31,755.00			\$ 30,770.00	\$ 30,770.00
Triaxial Geogrid Reinforcement	2872	Sq Yd	\$ 3.50	\$ 10,052.00			\$ 3.50	\$ 10,052.00
Agg. Base Crse; Type A, 5"	2872	Sq Yd	\$ 7.25	\$ 20,822.00			\$ 6.80	\$ 19,529.60
HMA Binder Crse, IL19.5, N70, 5"	805	Ton	\$ 70.00	\$ 56,350.00			\$ 72.15	\$ 58,080.75
HMA Surface Crse, Mix C, N70, 2"	322	Ton	\$ 76.00	\$ 24,472.00			\$ 84.25	\$ 27,128.50
Total Bid			\$ 143,451.00		NO BID		\$ 145,560.85	
Bid Bond			5% Bid Bond				5% Bid Bond	

			KRB Excavating 789 W Broadway Trenton, IL 62293		Turman Contracting 300 Commerce Blvd. Jerseyville, IL 62052		Byrne & Jones Construction 13940 St. Charles Rock Rd. Bridgeton, MO 63044	
Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Pavement Removal/Earthwork	1	L Sum	\$ 31,700.00	\$ 31,700.00	\$ 27,448.00	\$ 27,448.00		
Triaxial Geogrid Reinforcement	2872	Sq Yd	\$ 4.25	\$ 12,206.00	\$ 3.90	\$ 11,200.80		
Agg. Base Crse; Type A, 5"	2872	Sq Yd	\$ 10.00	\$ 28,720.00	\$ 7.95	\$ 22,832.40		
HMA Binder Crse, IL19.5, N70, 5"	805	Ton	\$ 71.00	\$ 57,155.00	\$ 78.50	\$ 63,192.50		
HMA Surface Crse, Mix C, N70, 2"	322	Ton	\$ 78.00	\$ 25,116.00	\$ 81.50	\$ 26,243.00		
Total Bid			\$ 154,897.00		\$ 150,916.70		NO BID	
Bid Bond			5% Bid Bond		5% Bid Bond			

			Christ Bros. Asphalt 820 South Fritz P.O. Box 158 Lebanon, IL 62254					
Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Pavement Removal/Earthwork	1	L Sum	\$ 18,384.00	\$ 18,384.00				
Triaxial Geogrid Reinforcement	2872	Sq Yd	\$ 3.30	\$ 9,477.60				
Agg. Base Crse; Type A, 5"	2872	Sq Yd	\$ 8.74	\$ 25,101.28				
HMA Binder Crse, IL19.5, N70, 5"	805	Ton	\$ 68.75	\$ 55,343.75				
HMA Surface Crse, Mix C, N70, 2"	322	Ton	\$ 76.00	\$ 24,472.00				
Total Bid			\$ 132,778.63		NO BID		NO BID	
Bid Bond			5% Bid Bond					

**CITY OF MASCOUTAH
Staff Report**

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: **Bid Award – Utility Work Machine**

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Approval and authorization of bid for furnishing a utility work machine and related components for the Electric Department.

BACKGROUND & STAFF COMMENTS:

Bids for a utility work machine were opened on August 31, 2017 at 9:30 a.m. Bobcat of St. Louis (Fairview Heights dealer) and Mascoutah Equipment Co., Inc. submitted bids.

Bobcat of St. Louis, Fairview Heights dealer

Bid submitted by Bobcat of St. Louis was for a Toolcat Utility Work Machine as specified in the bid specifications advertised with the additional components as specified. The Toolcat Utility Work Machine is an all terrain vehicle that can operate 40+ attachments with all-wheel steering; has the ability to haul up to 2,000 lb. and tow up to 4,000 lb.

- Bobcat 5600 Toolcat Utility Work Machine - \$52,223.28

Mascoutah Equipment Co., Inc.

Bids submitted by Mascoutah Equipment Co., Inc. were for alternate equipment to include a utility vehicle and tractors with front loaders with and without cabs or ROPS (roll-over protection system).

Utility Vehicle

- Kubota RTV-X900W Utility Vehicle - \$13,647.52
- Kubota RTV-X1100CW Utility Vehicle - \$17,388.10

Tractor w/ Loader

- Kubota M6060 Tractor w/ Loader (with cab) - \$37,575.39
- Kubota M6060 Tractor w/ Loader (no cab) - \$31,575.39
- Case IH Farmall 40C Series II Tractor w/ Loader (with cab) - \$28,743.36
- Case IH Farmall 55C Series II Tractor w/ Loader (with cab) - \$36,438.01
- Case IH Farmall 55C Series II Tractor w/ Loader (no cab) - \$32,138.01
- Case IH Farmall 45C Series II Tractor w/ Loader (with cab) - \$32,193.64
- Case IH Farmall 45C Series II Tractor w/ Loader (no cab) - \$27,893.64
- Kubota MX5800 Tractor w/ Loader (no cab) - \$29,742.82
- Kubota L6060HSTC Tractor w/ Loader (with cab) - \$41,183.23
- Kubota L6060HSTC Tractor w/ Loader (no cab) - \$35,183.23
- Kubota L4701HST Tractor w/ Loader (no cab) - \$28,759.33

Purchase of this equipment will meet the following needs of the Electric Department:

- Loading and unloading of equipment and materials without having to borrow equipment from another department that may be in use for another job at the time. If equipment is unavailable, materials are being unloaded manually. This would provide an additional piece of equipment to be used by any department for the same purpose.
- Spraying and cutting of weeds, grass and brush around substations.
- Aid to get transformers in and out of easements where trucks will not fit. Going into easements is now are being done manually, or using Street Dept Bobcat (which is not always available). If Bobcat is not available, the work has to wait since the transformers are too heavy to move manually.
- Current and future pole line inspections. All terrain vehicle will be needed for this since the pole lines will be constructed on farm ground which may or may not be planted and the ground with and without planting is very uneven and potentially hazardous to a vehicle/equipment with no roll over protection. This can be used on existing easements along state highways and between homes.

FUNDING:

This purchase will be paid for by the Electric Department Budget 17/18. The recommended equipment is within budget.

RECOMMENDATION:

Staff recommends accepting the bid from Bobcat of St. Louis. While the different options provided by Mascoutah Equipment would meet some of the needs of the department, the combination of two pieces of equipment will not meet all.

The all-wheel steering provided by the Toolcat would provide better maneuverability in tight spaces, such as small easements. The turning diameter of the Toolcat is 17.5 ft compared to 26.2 ft for the Kubota utility vehicle. The lesser the turning diameter, the lesser chance there is of damaging residential property when working in small easements. The maneuverability and the small turning diameter of the Toolcat will also aid in alleviating any crop damage when performing current or future pole line inspections.

The towing capacity of the Kubota utility vehicle is under the amount specified (specified was hauling of 1,000 lbs and towing of 2,000 lbs; Kubota hauling capacity is 1,300 lbs and towing capacity is 1,600 lbs) which means two pieces of equipment would be needed for the majority of jobs in order to tow heavier equipment. The largest pieces of equipment to either haul or tow into small easements where the Toolcat would be the best piece of equipment to use due to its hauling/towing capacity and turning diameter would be transformers which can weigh anywhere between 700 lbs and 1,300 lbs.

Bobcat attachments can be used by other equipment such as Case and Kubota but they do not have the high flow capacity package like other Bobcat equipment provides so the tools and attachments will not work properly; they will run slower and not run with 100% efficiency.

The Toolcat provides easier entry with a cab entry instead of having to climb steps or climb over a front mounted bucket when on a job and have wet/muddy boots.

Cab enclosure was a bid requirement to allow for spraying of chemicals and to keep employees from breathing in the chemicals. Right now the chemical spraying is done with the open cab park tractor which is the only piece of equipment that is equipped for spraying. The Toolcat will provide an additional piece of equipment to be used for chemical spraying and also be safer for the employees.

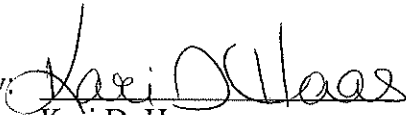
The Toolcat will allow two workers to go to a job site in the same machine which avoids the potential of having a worker riding on a fender or a step like can happen with a tractor causing safety issues; or the other worker would be bringing another truck or piece of equipment to a job site that might not be needed. Whenever the Electric Department will be doing a job that will require the Toolcat to be used, minimum two workers are required for those jobs, which is how the Electric Department operates at all times except for meter readings and JULIE locates.

Having one machine provides more versatility and would be used more often by all departments. For instance, the Toolcat could be used by the Street Department or Building Maintenance crew for snow removal by being able to run a broom attachment in the front and have a salt spreader in the back at the same time without having to use two machines or do salt spreading by hand and the Toolcat will be compact enough for doing smaller areas such as parking lots and sidewalks.

SUGGESTED MOTION:

I move that the Council approve the bid of \$52,223.28 to Bobcat of St. Louis of Fairview Heights, IL for furnishing a Toolcat 5600 Utility Work Machine with accessories and 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 and City Council

FROM: Cody Hawkins, City Manager

SUBJECT: Professional Services Contract – Scheve Park Master Plan

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Approval of Professional Services Contract with HeartLands Conservancy for preparation of a new updated Scheve Park Master Plan.

BACKGROUND INFORMATION:

Heartlands Conservancy has offered to update the Scheve Park Master Plan and provide a new plan. This update will include reviewing the current master plan and a review of the current layout of Scheve Park along with a plan for the future of Scheve Park. An advisory committee will be formed and public workshops will be held. The contract amount is for \$20,000.

FUNDING:

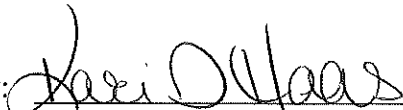
This project is budgeted in the FY17/18 Parks & Recreation Fund.

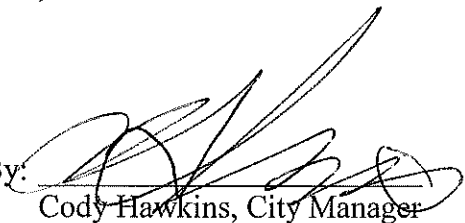
RECOMMENDATION:

The City Manager recommends approving a contract with HeartLands Conservancy for professional services in the amount of \$20,000.00.

SUGGESTED MOTION:

I move that the Council to approve a professional services contract with HeartLands Conservancy for the Scheve Park Master Plan in the amount of \$20,000.00 and authorize appropriate City officials to execute the necessary documents.

Prepared By: 
Kari Haas, City Clerk

Approved By: 
Cody Hawkins, City Manager

Attachments: A – Professional Services Contract

**Professional Services Contract
For
Scheve Park Master Plan-Mascoutah, IL**

This Professional Services Contract ("Contract") is made this day _____, 2017 by and between Mascoutah, Illinois ("the City") and HeartLands Conservancy, (Federal ID No. 37-1273869) ("HLC" or "Services Provider").

As provided in this Contract, HeartLands Conservancy will provide professional services necessary to prepare recommendations for the enhancement of Scheve Park in Mascoutah, IL.

The City and Services Provider, for mutual consideration, the sufficiency of which is acknowledged, and under the terms and conditions hereinafter set forth, do agree as follows:

SECTION 1. SCOPE OF SERVICES TO BE PERFORMED

The scope below outlines a process to analyze and plan for the growth of Scheve Park in Mascoutah, Illinois; identify the potential upgrades and provide policy, program, and regulatory recommendations for park enhancement.

The deliverable will be a Scheve Park Plan consisting of the following:

- An executive summary;
- A Scheve Park Profile and Enhancement Strategy, which will consist of:
 - A brief profile of the history and use of the park;
 - A brief overview on the current and future goals of Scheve Park; and
 - A Scheve Park Master Plan document, with illustrative graphics/schematics
 - Implementation Schedule, consisting of projects, policies, programs, and regulatory recommendations based on best practices;
- Conclusions and implications for future planning in Scheve Park; and
- A section or appendix consisting of citations and additional resources.

Task 1 – Project Initiation, Data Collection & Analysis

- 1.1 Data Collection, Base Mapping, and Project Branding (Arborist Report/Tree Survey-provided by City)
- 1.2 Survey
- 1.3 Data and Existing Conditions Analysis , including review of national standards, recommendations, and best practices.
- 1.4 Advisory Group Meeting #1 - Project background and overview of process *(the City will select the members of this committee, which may consist of members of the Planning Commission and/or Park and Recreation Board, as well as other community stakeholders)*

Task 1 Deliverables

- Project Brand and Social Media Forum
- Draft Existing Conditions for review (PDF Format)
- Up to 10 - 30 x 40 Display Boards for Public Workshop

Attachment A

Task 2 – Vision, Goals, & Objectives

- 2.1 Final Existing Conditions, including opportunities/challenges
- 2.2 Interview Stakeholder groups (list provided by City)
- 2.3 Public Workshop #1
- 2.4 Advisory Group Meeting #2 - Review existing conditions, public input, and goal setting and brainstorming
- 2.5 Draft Goals and Objectives
- 2.6 Task #2 Deliverables Review by City

Task 2 Deliverables

- *Public Workshop #1*
- *Final Existing Conditions Report (PDF Format)*
- *Draft Goals and Objectives (PDF Format and one large 30 x 40 board)*
- *Public Input Summary Report (PDF Format)*

Task 3 -- Draft Scheve Park Master Plan

- 3.1 Draft Scheve Park Master Plan (including plan graphics)
- 3.2 City Review of Draft Master Plan
- 3.2 Advisory Group Meeting #3- Review Draft Master Plan
- 3.3 Public Meeting #2- Feedback on Draft Master Plan

Task 3 Deliverables

- *Draft Plan for review (PDF Format and one hard copy)*
- *Up to 10-30 x 40 Display Boards for Public Workshop and Advisory Committee*

Task 4 – Plan Finalization & Implementation

- 4.1 Revised Draft Master Plan & Implementation Strategy
- 4.2 Final Advisory Board Meeting (#4)- Review Final Plan and Implementation Strategy
- 4.3 Final Plan Review by City
- 4.4 Revisions to Final Plan (if needed) & delivery of final product

Task 4 Deliverables

- *One digital copy (PDF) and three (3) Printed/Bound Copies with compact disc (CD) of Final Scheve Park Plan (8½ x11)*
- *One 30 x 40 Board of Final Scheve Park Master Plan.*

SECTION 3. PROJECT SCHEDULE

Final schedule will be confirmed after notice to proceed. Overall project schedule shall not extend past October 31, 2018. The proposed project schedule is as follows:

- **December/January 2017:** Work begins. Survey starts and 1st Advisory Group meeting. The City and HLC initiate project brand, data collection, and base mapping. City selects/solicits advisory committee members and stakeholders.
- **March 2018:** Public Workshop #1, and survey ends.

- **May 2018:** Public Workshop #1. 2nd Advisory Group Meeting. Draft Goals and Objectives Complete. Existing Conditions Report Complete. Stakeholder interviews completed.
- **June 2018:** 1st Draft of Plan Complete.
- **July 2018:** 3rd Advisory Group Meeting and Public Workshop #2.
- **September 2018:** 2nd Draft of Plan Complete. Final Advisory Group Meeting.
- **October 2018:** Final Plan Delivered to City.

SECTION 4. PROJECT TEAM

The project team includes, but is not limited to, the following:

Mary Vandevord, President/CEO
Sarah Vogt, Project Manager
Tim Ashe, Associate Planner
Laura Lyon, Special Projects Coordinator

SECTION 5. COMPENSATION

- a. This Professional Services Contract is entered into in an amount **for a total of \$20,000 (twenty thousand dollars and no cents)**, which will be paid by the City to the Services Provider. The total includes all reimbursable expenses as related to tasks listed. Any changes in scope or compensation shall be agreed to in writing by both the City and the HeartLands Conservancy. This proposal is good for sixty (60) days from the date of submittal. Costs due to overhead and other expenses may change after 60 days, and a new proposal may be necessary at that time.
- b. Additional services that can be provided, beyond the proposed scope above, are included in Attachment A.

SECTION 6. METHOD OF PAYMENT

- a. HeartLands Conservancy will invoice the City according to the following schedule:
 - Task 1 Completion: 45% of total fee (\$9,000)
 - Task 2 Completion: 20% of total fee (\$4,000)
 - Task 3 Completion: 20% of total fee (\$4,000)
 - Task 4 Completion/Project Close-Out: 15% of total fee (\$3,000)
 - Additional services requested by the city (see attachment 1) are based on hours billed.
- b. Invoices are due and payable within 30 days of receipt.
- c. If the City fails to make any payment due the Services Provider for services and expenses within 30 days after receipt of the Services Provider invoice, then:
The Services Provider may, after giving seven days written notice to the City, suspend services until the City has paid in full all amounts due for services, expenses, and other related charges. The City waives any and all claims against the Services Provider for any such suspension.
- d. The City shall notify HeartLands Conservancy in writing, of any and all objections, if any, to an invoice within fourteen (14) days of the date of invoice.

SECTION 7. CITY'S RESPONSIBILITY

The City agrees to provide full, reliable information regarding its requirements for the Project and, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the City for the performance of HeartLands Conservancy's work. The City shall designate a Project Administrator (Project Manager) authorized to act on behalf of the City with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of HeartLands Conservancy's work.

SECTION 8. TERMINATION

Either the City or HeartLands Conservancy may terminate this Contract by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, the City shall pay HeartLands Conservancy for Services and Reimbursable Expenses performed or incurred prior to the termination.

No party shall have a claim of damages for loss of profit in the event of termination hereunder. Neither party shall be relieved of liability for damages sustained as a result of breach of this Contract. The right to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

SECTION 9. LIMITATION OF LIABILITY

The City agrees that HeartLands Conservancy's liability for damage on account of any act, error, omission or other professional negligence to the City shall be limited to the amount paid by the City hereunder for HeartLands Conservancy fees for Professional Services.

SECTION 10. NOTICE

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the City:	Cody Hawkins-City Manager City of Mascoutah 3 West Main St. Mascoutah, IL 62258
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If to the Services Provider:	Mary Vandevord HeartLands Conservancy 406 East Main Street Mascoutah, Illinois 62258
------------------------------	---

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or on the next business day subsequent to the date of the U.S. Government postmark in the case of delivery by registered or certified mail.

SECTION 11. INDEPENDENT CORPORATION

It is expressly agreed that the Services Provider is acting as an independent corporation with regard to the activities and services specified herein. The City shall carry no workers' compensation insurance, health or accident insurance to cover the Services Provider for any type of loss which might result to the Services Provider in connection with the performance of the activities and services set forth in this Agreement. The City shall not pay any contribution to Social Security, unemployment insurance, federal or state withholdings taxes, not provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Services Provider is not an employee of the City.

SECTION 12. MISCELLANEOUS

- a. The City and HeartLands Conservancy each bind itself and its successors to this Contract. Neither the City nor HeartLands Conservancy shall assign or transfer its interest in this Contract without the written consent of the other.
- b. This Professional Services Contract constitutes the entire agreement between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written agreement or representation other than as contained herein.
- c. This Professional Services Contract may be modified or changed only by a written amendment that is signed by both the City and HeartLands Conservancy.
- d. The laws of the State of Illinois shall govern the interpretation and enforcement of this Professional Services Contract.
- e. Any individual who signs this Professional Services Contract on behalf of the City or HeartLands Conservancy, represents, promises, and guarantees, that he or she is fully authorized to execute this Contract on behalf of his, or her employer or company.

In witness whereof, the parties hereto have caused this Contract for Professional Services to be executed as of the day and year first above written.

Cody Hawkins-City Manager
Mascoutah, Illinois

Date

Mary Vandevord, President and CEO
HeartLands Conservancy

Date

Attachment A
ADDITIONAL OPTIONAL SERVICES

In addition to the Optional Services listed in the overview, the following professional services can be provided to the City of Mascoutah if requested in writing and compensated per the rates listed below.

1. Additional Project Team Meetings/Presentations
2. Additional Project Plan Review
3. Gateway/Entrance Design
4. Additional Public Presentations
5. Detailed Design Development of Planned Area or Focus Areas
6. Writing and Review of RFQ/RFP's for Identified Developments
7. Additional Renderings
8. Implementation Plan, Schedule, and Assistance
9. Detailed Neighborhood Connectors Plan
10. Additional Trail Planning
11. Initial Engineering
12. Master Plan of Future Areas
13. Detailed Planting Schedules and Plans
14. Detailed Construction Drawings
15. Marketing Brochures and Documents
16. Detailed Implementation Plan
17. Funding or Grant Image Development
18. Detailed Interpretation/Way-finding Signage Plan
19. Detailed Cost Estimates
20. Grant Writing
21. Land Conservation Easements

Hourly Rates:

Janet Buchanan, Project Manager, \$69.00

Laura Lyon, Special Projects Coordinator, \$69.00

Sarah Vogt, Project Manager, \$64.00

Mary Vandevord, President & CEO, \$81.00

Timothy Ashe, Associate Planner, \$61.00

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: Police Union Contract Agreement Amendment

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Approval and authorization of amendment to the Policemen's Benevolent Labor Committee union agreement.

BACKGROUND & STAFF COMMENTS:

Attached is an agreed upon amendment to the Police Union Contract regarding officer training/schooling. In order to increase the amount of training/schooling for the officers without increasing the amount of overtime, both parties have agreed to adding a special comp time bank to keep track of the hours spent at training/schooling. Right now, when an officer attends training/schooling when off duty that officer is paid overtime for that time. With this new policy, the officer would accrue comp time for those hours spent attending training/schooling to be used at another date as scheduling permits. This will help to decrease the amount of overtime paid and budget overages.

The amendment has been reviewed by the City Attorney.

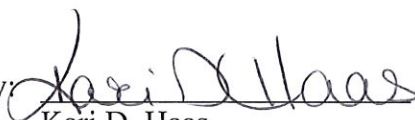
RECOMMENDATION:

Council Approval.

SUGGESTED MOTION:

I move that the Council approve the union contract amendment with Policemen's Benevolent Labor Committee and authorize appropriate officials to execute the necessary documents.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachment: A – Union Contract Amendment



POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION

LABOR COMMITTEE

840 South Spring Street
Springfield, Illinois 62704
217/523-5141 • Fax: 217/523-7677

MEMORANDUM OF AGREEMENT

The City of Mascoutah and the Union, hereinafter referred to as the parties, hereby agree to the following additional guidelines for attendance at training/schooling in Article VIII, Section 8.16 as follows:

1. In the event that an officer is assigned to attend training or schooling on days or during hours not previously scheduled as hours of work, then the preferred practice of assigning a different day off during the same pay period shall continue whenever possible.
2. In the event that scheduling according to the terms of section 1 (above) is not possible due to manpower issues, the affected officer(s) shall accrue comp time at the rate of one and one-half hours per hour of training/schooling, to be applied to a special training/schooling comp time bank to be established by the City.
3. Officers shall be permitted to accrue a maximum of one hundred (100) hours of training/schooling comp time.
4. In the event that an officer has accumulated the maximum number of training/schooling comp time hours allowed, the officer shall be required to exhaust the training/schooling comp time prior to additional training/schooling requests being approved.

Attachment A

5. Upon separation from employment, any unused training/schooling comp time remaining shall be paid to the officer at their current hourly rate.
6. Officers who are scheduled to instruct a block of training on days/hours outside of their scheduled shifts shall receive one and one-half hours (1½) for every hour spent conducting said training. This time will be applied to the special training/schooling comp time bank. Said time will be subject to the conditions set forth within this agreement.

The remainder of this Article, as well as the current Collective Bargaining Agreement shall remain unchanged.

Signatures

IN WITNESS THEREOF, the parties hereto have affixed their signature this ____ day of _____, 2017.

FOR THE EMPLOYER

FOR THE UNION

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & City Council
FROM: Cody Hawkins – City Manager
SUBJECT: Police Department Mutual Aid Agreement

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Council approval of a resolution authorizing the City of Mascoutah to enter into a Mutual Aid Agreement with City of O'Fallon Police Department, Village of Shiloh Police Department and City of Fairview Heights Police Department.

BACKGROUND & STAFF COMMENTS:

This is an update to the current old agreement between these agencies. The major addition to this agreement included borrowing (loaning) of equipment between departments.

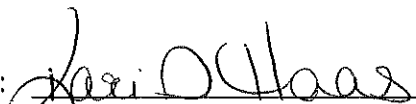
RECOMMENDATION:

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

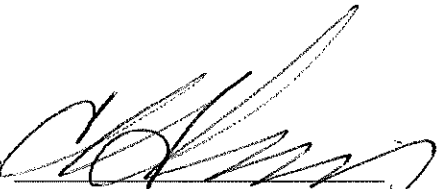
SUGGESTED MOTION:

I move that the Council approve and adopt Resolution No. 17-18-___, thereby authorizing the City of Mascoutah to enter into a Mutual Aid Agreement with City of O'Fallon Police Department, Village of Shiloh Police Department and City of Fairview Heights Police Department.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Resolution
B – Mutual Aid Agreement

RESOLUTION NO. 17-18-___

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO ENTER INTO A
MUTUAL AID AGREEMENT WITH CITY OF O'FALLON POLICE DEPARTMENT,
VILLAGE OF SHILOH POLICE DEPARTMENT, AND CITY OF FAIRVIEW
HEIGHTS POLICE DEPARTMENT**

WHEREAS, Mascoutah provides law enforcement services and protection for the residents of the City of Mascoutah; and

WHEREAS, from time to time, Mascoutah, O'Fallon, Shiloh and Fairview Heights may need law enforcement services and protection from the other party; and

WHEREAS, the parties wish to provide mutual aid to the other in the form of law enforcement services and protection; and

WHEREAS, the parties, by entering into this Agreement, hereby establish an agreement whereby each party may provide the other party with law enforcement aid in the time of need.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Mascoutah, St. Clair County, Illinois, as follows:

That the City of Mascoutah Police Chief is hereby authorized to enter into a Mutual Aid Agreement with City of O'Fallon Police Department, Village of Shiloh Police Department and City of Fairview Heights Police Department.

PASSED AND APPROVED by the City Council of the City of Mascoutah, Illinois on the 5th day of September, 2017.

AYE's	—	.
NAY's	—	.
ABSENT	—	.

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

**O'FALLON POLICE DEPARTMENT
MUTUAL AID AGREEMENT**

Pursuant to Illinois Municipal Code 65 ILCS 5/11-1-2.1, this Mutual Aid Agreement is made this day, _____, 2017, by and among the City of O'Fallon Police Department, Village of Shiloh Police Department, City of Fairview Heights Police Department, and City of Mascoutah Police Department.

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for the use of their joint police forces, their equipment and materials for their mutual protection, defense and maintenance of peace and good order; and

WHEREAS, the parties agree that it is in their mutual benefit to cooperate in the enforcement of laws; and

WHEREAS, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1).

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, subject to the specific terms and conditions herein, the parties hereto jointly resolve and agree with one another as follows:

1. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

- a. Disaster - An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical

Attachment B

shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

- b. Emergency - including, but not limited to, any human-caused or natural event or circumstance within the area of operation of any Signatory Jurisdiction causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Signatory Jurisdiction, in terms of personnel, equipment and facilities, thereby requiring assistance.
- c. Special Event – a planned event, activity or temporary grouping of people that deviates from the normal land use that occurs on site, that is conducted indoors or outdoors, on City/Village owned or privately-owned property, and interferes with the normal flow or regulation of pedestrian or vehicular traffic or parking. Examples of a Special Event include, but are not limited to, the following: parades, bicycle races, festival/carnival/picnic, outdoor music concerts, food truck rallies, sales or promotional events, marathons, 5K walk/runs.
- d. Equipment – includes, but is not limited to; marked police vehicles, unmarked police vehicles, all-terrain vehicles (ATV/UTV), radar trailers, optical surveillance equipment, drones, and cellular forensic tools.
- e. Jurisdiction - Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- f. Law Enforcement Personnel - An employee of a Signatory Public Agency to this agreement who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).
- g. Mutual Aid - Assistance provided by a Jurisdiction to another Jurisdiction pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.
- h. Requesting Jurisdiction - A Signatory Jurisdiction to this agreement that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.
- i. Responding Jurisdiction - A Signatory Jurisdiction to this agreement that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Jurisdiction during an Emergency or Disaster.

- j. Signatory Jurisdiction - a Jurisdiction that has executed this agreement by signature of an authorized individual for the Jurisdiction under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of the Jurisdiction to execute the agreement.

2. It is the intent and purpose of this Mutual Aid Agreement that there be the fullest cooperation among the Signatory Jurisdictions to ensure the maintenance of good order and law enforcement during an emergency, special event, or other law enforcement matter which requires assistance beyond the capacity of a signatory jurisdiction.

3. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when an emergency, disaster, or need exists. Such officers and their principals shall have full police powers as conferred upon them by law during the period of such need in the jurisdiction which they do not normally serve. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of Illinois.

4. Each Signatory Jurisdiction shall, prior to the effective date hereof, notify its police officers and general liability insurance carriers of this agreement.

5. Nothing herein shall be construed so as to interfere with or supersede any Signatory Jurisdiction's collective bargaining agreement with its employees' respective representation. To the extent that any collective bargaining agreement between a Signatory Jurisdiction and its employees' representation is inconsistent with this Agreement, the aforementioned collective bargaining agreement shall control. Each Signatory Jurisdiction shall review any and all applicable collective bargaining agreements it is a party to in order to determine its obligations thereunder.

6. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the Requesting Jurisdiction said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:

- a. The name and title of the official making the request;
- b. A summary of the circumstances initiating the action and a description of the assistance needed; and
- c. The name, title, and location of the official to whom assisting personnel shall report.

7. Upon receipt of a request for assistance, the officer receiving the request shall consider the circumstances in the requesting jurisdiction. He/she shall evaluate the disposition and availability of his/her own resources, and the capacity of his/her own agency to provide the requested assistance. The receiving officer who concurs in the existence of a need of law enforcement assistance within the Requesting Jurisdiction shall provide such assistance as is

consistent with the circumstances within the requesting jurisdiction and the availability of his/her agency's own forces.

8. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when its own personnel are, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, needed or are being used within the boundaries of its own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance if, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, its personnel and/or equipment are needed for other duties within its jurisdictional boundaries. The Requesting Jurisdiction agrees that this agreement shall not give rise to any liability or responsibility for the failure of any other Signatory Jurisdiction to respond to any request for assistance made pursuant to this agreement.

9. During the period assistance is provided, personnel of the Responding Jurisdiction shall operate in the Requesting Jurisdiction with the same powers, rights, benefits, privileges, and immunities as are enjoyed by the members of the Requesting Jurisdiction. Each officer who enters the jurisdiction of the Requesting Jurisdiction pursuant to this agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

10. The principal law enforcement officer of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into the Requesting Jurisdiction.

11. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purposes. As such, all of the immunities from liability enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it, as well as each deputy and their principals, to the same extent when it is providing assistance outside its boundaries pursuant to this agreement when acting through its police personnel or other officers, agents or employees.

12. The law enforcement officers, agents, and employees of a Responding Jurisdiction, when acting beyond its territorial limits, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.

13. Each party to this agreement shall:
- a. Waive any and all claims against other Signatory Jurisdictions which may arise from their activities outside their respective jurisdictions when acting under this agreement;
 - b. Indemnify and hold harmless the Signatory Jurisdictions rendering assistance to it under this agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties outside their respective jurisdiction; and

- c. Be solely responsible for indemnifying any and all parties rendering assistance to it.

14. The Signatory Jurisdictions shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles, and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement. All equipment provided or services performed under this agreement shall be provided without reimbursement to the Responding Jurisdiction from the Requesting Jurisdiction. Nothing contained herein shall prohibit a Responding Jurisdiction from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Jurisdiction agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Jurisdiction.

15. Throughout the duration of any response for assistance, the Requesting Jurisdiction shall provide for adequate radio communications with personnel of the Responding Jurisdiction. This may be in the form of agency-owned radios, radio network interfacing, or use of multi-jurisdictional radio frequencies.

16. Any Requesting Jurisdiction which receives aid under this agreement shall provide for the release of assisting personnel as soon as is practicable.

17. If any part, term, or provision of this agreement is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties to this agreement shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

18. The agreement shall remain in effect until terminated by all Signatory Jurisdictions hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one Signatory Jurisdiction hereto shall be made by thirty (30) days written notice to all other parties but shall not terminate the agreement among the remaining Signatory Jurisdictions. This document shall remain in full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.

19. This agreement shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this agreement or the construction or interpretation of this agreement shall be in a state court in St. Clair County, Illinois.

20. All Signatory Jurisdictions to this agreement agree to comply with federal, state, county, and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the signatory jurisdictions' respective performances of the provisions of this agreement.

21. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Jurisdictions to this agreement. Each Signatory Jurisdiction is acting in its own individual capacity and not as the agent of any other Jurisdiction which is created by this agreement.

22. This agreement may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this agreement.

[Remainder of Page Intentionally Left Blank - Signature Page to Follow]

IN WITNESS WHEREOF, each individual signing below represents and warrants that he or she is fully authorized to sign and deliver this agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this agreement as of the date and year written below.

O'Fallon Police Department

Name _____

Signature _____

Title _____

Date _____

Fairview Heights Police Department

Name _____

Signature _____

Title _____

Date _____

Shiloh Police Department

Name _____

Signature _____

Title _____

Date _____

Mascoutah Police Department

Name _____

Signature _____

Title _____

Date _____

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: Code Change – City Reservoir (first reading)

MEETING DATE: September 5, 2017

REQUESTED ACTION:

Approval of revisions to Chapter 31 – Recreation and Parks of the City Code by adoption of ordinance.

BACKGROUND & STAFF COMMENTS:

As discussed at the previous City Council meeting, attached are the revisions to the City Code to allow boating in the Prairie Lake Reservoir with restrictions and regulations identified. The attached code change also completely prohibits swimming and ice skating.

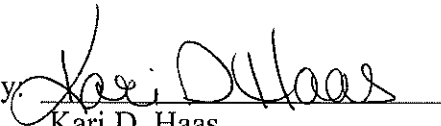
RECOMMENDATION:

Council approval of Ordinance, as attached.

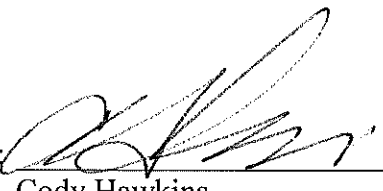
SUGGESTED MOTION:

I move that the City Council approve and adopt Ordinance 17-____, thereby modifying Chapter 31 – Recreation and Parks, Article IV – City Reservoirs.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Ordinance

ORDINANCE NO. 17-__

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CHAPTER 31 – RECREATION AND PARKS
ADOPTED OF THE CITY OF MASCOUTAH, ILLINOIS.**

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

SECTION 1: Amending CHAPTER 31 – RECREATION AND PARKS, ARTICLE IV – CITY RESERVOIRS, as attached.

SECTION 2: This ordinance shall be in full force and effect 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 18th day of September, 2017, and deposited and filed in the Office of the City Clerk in said City on that date.

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

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 18th day of September, 2017.

ATTEST:

Mayor

City Clerk
(SEAL)

CHAPTER 31 – RECREATION AND PARKS

ARTICLE IV – CITY RESERVOIRS

Sec. 31-4-1. Fishing Allowed.

Only those persons who observe the regulations of this chapter shall be allowed to fish in the Prairie Lake Reservoir.

Sec. 31-4-2. State fishing license required.

Any person who fishes in the Prairie Lake Reservoir shall first obtain a fishing license as required under the laws of the State of Illinois and shall be in observance of all laws, rules and regulations relating to fishing under any of the statutes of the State of Illinois.

Sec. 31-4-3. Fishing prohibited during nighttime.

No person shall be allowed to fish in the Prairie Lake Reservoir between the time of sundown and sunrise.

Sec. 31-4-4. Pole and line fishing.

The fishing permitted under this article shall include only hook and line fishing, which shall include rod and reel, casting and fly casting but shall not include traps, seines, trotlines, nets of any kinds, or other methods commonly used in commercial fishing.

Sec. 31-4-5. Bass and channel catfish fishing restricted.

Fishing in the Prairie Lake reservoir shall be restricted to bass which are 15 inches or larger, with a limit of three bass per day, a limit of six channel catfish per day, and a combination limit for bass and channel catfish of nine per day. There is no limit on all other kinds of fish.

Sec. 31-4-6. Swimming prohibited.

Nothing herein shall be construed to permit swimming in the Prairie Lake Reservoir and at no time shall anyone be permitted to wade or swim in said water ~~without prior city approval.~~

Sec. 31-4-7. Boats not permitted.

(a) There is no public boating at the Prairie Lake Reservoir without prior city approval. Approval will require registration with the City Manager's office. Registration will be annually on a calendar year basis, expiring December 31st of each year. Must be 18 years of age or older to register. There will be no fee for registration.

(b) The following boats are permitted: paddle boats, canoes or kayaks (or similar), and sail boats (with sails less than ____ in height).

(c) The following boats are prohibited: motorized boats, blow up boats, air boats, hydroplanes or racing skins (or similar)

(d) No person shall operate a boat unless it carries for each occupant a coastguard-approved personal flotation device in good condition especially designed for that purpose.

(e) There will be no boating between the time of sundown and sunrise.

(f) No person shall operate a boat while under the influence of any drug or alcohol.

(g) No boat shall operate any horn, siren, or other sound device as to create a nuisance or disturb the peace or quiet of the lake environment.

(h) No person under the age of 18 shall be permitted on a boat unless accompanied by an adult over the age of 18.

(i) The city shall at all times have power and authority to prohibit, restrict or otherwise limit or regulate the keeping, maintenance or operation of any or all boats on the waters of the Prairie Lake Reservoir should it become necessary to do so in the interest of the public health or safety or for the protection or improvement of the reservoir or other cause.

(j) Any boat found abandoned or adrift in Prairie Lake Reservoir, or any unpermitted boat thereon, shall be taken up by the city. The owner of such boat shall pay all reasonable expenses incurred by the city in connection with the taking, towing, impoundment, and storage of such boat. Further, the owner of such boat shall pay an impoundment fee of \$3.00 per day for each day such boat is impounded by the city. All such expenses and fees shall be payable to the City of Mascoutah. The city shall have a lien thereon for all such expenses and fees and for any unpaid fees and for all damages caused by such boat to property of the city and may enforce such lien by advertisement and sale of such craft in like manner as chattel mortgages may be foreclosed under the laws of this state. Nothing in this subsection shall be construed as exonerating the owner or operator of any boat from personal liability to the city or other person for any damage or injury by such boat.

(k) Boat owners and operators will comply with all safety and registration requirements of the Illinois Boat Registration and Safety Act (625 ILCS 45/1-1 et seq.) and any amendments thereto.

(l) The business of renting boats for hire or conveying passengers for hire on Prairie Lake Reservoir is prohibited.

Sec. 31-4-8. Ice skating.

~~Ice skating at the Prairie Lake Reservoir is not allowed without prior city approval. City approval may occur only when the thickness of the ice is at least six inches at all parks of the Prairie Lake Reservoir.~~

Sec. 31-4-9. Signs.

Signs shall be posted at the Mascoutah reservoirs stating that public boating, swimming and ice skating are not allowed without prior city approval.

Sec. 31-4-10. Automobiles to be limited to roadways.

Any vehicles operated upon said city reservoirs' property shall be confined to established roadways at all time and at no time shall automobiles be driven or operated upon any embankments, levees, grass areas or other areas clearly designated as no parking areas by said city.

Sec. 31-4-11. Disorderly conduct prohibited.

All persons exercising the privileges granted by this chapter shall do so in an orderly manner and no persons shall engage in any loud, unusual or improper noise, quarreling, fighting or in any other activity of a disorderly nature; no such person shall discharge any firearms or carry such weapons at any time during the exercise of any privilege herein granted.

Sec. 31-4-12. Suspension of privileges.

The city reserves the right to suspend the privileges granted herein for any reason that it may deem to be to the best interests of the health, welfare or convenience of the residents of the city.

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: Re-Subdivision of Lot 37 for St. Christopher (First Reading)

MEETING DATE: September 5th, 2017

REQUESTED ACTION:

Adoption of an Ordinance approving the Final Plat for St. Christopher, subdividing Lot 37, 1.66 acres, into 8 smaller individual Lots. Lot 37 would then become Lots 38, 39, 40, 41, 42, 43, 44, & 45.

BACKGROUND & STAFF COMMENTS:

The Planning Commission recommended this for approval on January 18th, 2012.
City Council approved the Final Plat for St. Christopher on February 21st, 2012, with a condition for approval stating:

1. "Phase II Lot 37 is identified as Phase II to this subdivision, #03-001. A final plat/ site plan/ architectural review will follow later, with a maximum of twelve additional lots (units)."

Mr. Norrenberns and Millennia Professional Services are now requesting this so they can subdivide Lot 37, and build 8 separate homes.

STAFF RECOMMENDATION:

Staff recommends approval of the Final Plat for St. Christopher, subject to the attached findings.

SUGGESTED MOTION:

I move that the City Council adopt Ordinance 17-____, approving the Final Plat for St. Christopher, subject to the attached findings.

Prepared By: _____
Cody Hawkins
City Manager

Approved By:  _____
Cody Hawkins
City Manager

Attachments: A - Ordinance
B - Updated Final Plat
C - February 2012, City Council Staff Report 2nd Reading approved
D - Old, current Plat

A

ORDINANCE NO. 17-__

FINAL PLAT, ST. CHRISTOPHER LAKE, RESUBDIVISION OF LOT 37

An Ordinance approving the Final Plat of St. Christopher Lake, resubdivision of Lot 37, generally located west of Route 4 next to Fountain View Drive.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, pursuant to the recommendation of the Planning Commission and in accordance with the powers of the City of Mascoutah as a "Home Rule Unit" as granted by the Illinois Constitution, 1970, Article 7, Section 6 and in accordance with the Subdivision Ordinance of the City of Mascoutah, the final subdivision Ordinance of the City of Mascoutah, the final subdivision plat of St. Christopher Lake, resubdivision of Lot 37, generally located west of Route 4 next to Fountain View Drive. Being a subdivision of part of the City of Mascoutah, St. Clair County, Illinois as prepared by Millennia Professional Services is hereby approved.

This Ordinance shall be subject to the attached Conditions and Findings, and shall go into full force and effect from and after its passage and approval all as provided by law.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St. Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman _____, adopted on the following roll call vote on the ____ day of September, 2017, and deposited and filed in the Office of the City Clerk in said City on that date.

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

APPROVED by the Mayor of the City of Mascoutah, Illinois, this ____ day of September, 2017.

ATTEST:

Mayor

City Clerk
(Seal)

C

9. Phase I – Individual single-family lots will have 5 foot setbacks. This is a condition of development with building and lot ownership.
- Recreational space – Provided within the future Recreational Facility, and approved by the Residents of the Villas of St. Christopher Lake Owners Association.
 - Maintenance and grooming by Association.
 - The recreational space shall be built out no later than the issuance of the last building permit within Phase 2.
 - Applicant must complete the required recreational improvements in Outlot B prior to acceptance of all public improvements by the City.

10. Phase II Lot 37 is identified as Phase II to this subdivision, #03-001. A final plat/ site plan/ architectural review will follow later, with a maximum of twelve additional lots (units).

11. Tap fees will be paid per lot at current rates, and are not subject to reimbursement by the City.

12. Out lots

Sewer Drain pump system is within specifications.

Signage/ entry, treatment will be considered in future submittals

- Out lot A – the parcel separation for the lake feature. Clear statements regarding:
 - Improvement detail are provided
 - Ownership/ maintenance obligations are the responsibility of the owner/association.
 - Fountain/ aeration facilities and water quality issues are the responsibility of the owner/association.
- Out lot B – Recreation center site will require a separate site plan/ architectural review

POLICE DEPARTMENT

13. This project shall be developed with the security and safety of the residents in mind. The following design features shall be provided and are subject to approval by the Police Department.

- Exterior lighting: Levels and intensities will be adequate in design, style and number to promote a safe and secure environment.
- Exterior doors and locking devices: Exterior doors and security locks will be of proper design, construction and installation to satisfy security concerns.
- Garage doors: Garage doors will conform to all U.S. and manufacturers' safety standards.

14. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be clearly visible and legible from the street fronting the site. These numbers shall contrast with their background.

