

Mascoutah City Council

November 6, 2017

REGULAR MEETING AGENDA

City Council Meeting - 7:00 pm

1. PRAYER & PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

4. AMEND AGENDA – consideration of items to be added/ deleted to /from the meeting agenda. *No action can be taken on added items, but may be discussed only. Exceptions – emergency items as authorized by law.*

5. MINUTES, October 16, 2017 City Council Meeting (Page 1 to Page 10) MINUTES, October 16, 2017 Executive Session Meeting (confidential, see City Clerk)

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

7. PRESENTATION – Retirement Plaque for Sgt. Ribbing by Police Chief Scott Waldrup

8. REPORTS AND COMMUNICATIONS

A. Mayor

- Proclamation

B. City Council

C. City Manager

D. City Attorney

E. City Clerk

9. COUNCIL BUSINESS

A. Council Items for Action:

1. Scheve Park Cameras – Bid Award (Page 7 to Page 15) Description: Approval and authorization of bids for furnishing all labor, materials and equipment for Scheve Park Surveillance Systems & Cameras.

Recommendation: Council Approval.

2. Resolution – Illinois Bicentennial Celebrations (Page 16 to Page 17) Description: Approval of a resolution in support of Illinois' Bicentennial celebrations.

Recommendation: Council Approval and Adoption of Resolution.

3. Resolution Authorizing the Sale of Property (Page 18 to Page 20)

Description: Approval of resolution authorizing the sale of 313 and 315 East Main Street, Mascoutah, IL.

Recommendation: Council Approval and Adoption of Resolution.

4. Code Change – Yard Waste Drop Off Site (Page 21 to Page 25)

Description: Approval of revisions to Chapter 16 – Health Code, adding Article V – Yard Waste Drop Off Site of the City Code by adoption of ordinance.

Recommendation: First Reading.

B. Council Miscellaneous Items

C. City Manager

- Phase II Electric Engineering
- Poplar Street / Storm Sewer Improvements at 2nd & 4th Streets

10. PUBLIC COMMENTS (3 MINUTES)

11. ADJOURNMENT TO EXECUTIVE SESSION

- A. Litigation – Section 2(c)(11)

12. MISCELLANEOUS OR FINAL ACTIONS

13. ADJOURNMENT

POSTED 11/3/17 at 5:00 PM

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

OCTOBER 16, 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, City Engineer Tom Quirk, Fire Chief Joe Zinck, Finance Coordinator Lynn Weidenbenner, and Police Chief Scott Waldrup.

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

AMEND AGENDA

None.

MINUTES

The minutes of the October 2, 2017 regular City Council meeting were presented and approved as presented. The minutes of the October 2, 2017 Executive Session meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

None.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – September 2017 report was provided.

Police Chief Scott Waldrup – September 2017 report was provided.

Finance Coordinator Lynn Weidenbenner – Monthly financials provided.

City Engineer/Director of Public Works Tom Quirk – Status report on public projects and monthly building report were provided. Councilman Schorr asked what the latest information is on the yard waste drop off site. City Manager stated that the cameras should be installed in the next month and then will work on getting rules and regulations in place and begin selling cards. Councilman Weyant asked about an update on the facilities planning study. City Engineer stated that he has heard IEPA has started reviewing the plans again and have sent questions to Horner & Shifrin so we are back on IEPA's schedule again. Councilman Weyant asked about an agreement with MSWPD for the berm trails. City Engineer stated that the easement documents are being prepared by TWM and will be provided to MSWPD when completed; have had meetings with MSWPD and do not anticipate any issues with the easement.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: Chamber meeting, National Night Out, meeting in Scheve Park with MAC and Whitey Herzog who presented a \$25,000 donation check to MAC for their ball field project, going away luncheon for Lisa Pier, 1st Annual US Transcom Military Ball, ribbon cutting at St. Elizabeth's Hospital, officiated Sandra Hakanson's wedding, worked with Rotary Club and MIA to replace the fence around the old cemetery on North County Road.

Informed Council that Muriel Brockmeier resigned from the Cemetery Board. Asked Council for ratification to appoint Dan Dietz to the Cemetery Board. Schorr moved, seconded by Weyant, to ratify the appointment of Dan Dietz to the Cemetery Board.

Motion passed. Passed by unanimous yes voice vote.

City Council

Schorr – Attended the following meetings and functions: Chamber meeting, National Night Out, going away luncheon for Lisa Pier.

Weyant – Attended the following meetings and functions: National Night Out, worked with Rotary Club and MIA to replace the fence around the old cemetery on North County Road.

McMahan – Attended the following meetings and functions: Chamber meeting, National Night Out, meeting in Scheve Park with MAC and Whitey Herzog who presented a \$25,000 donation check to MAC for their ball field project, going away luncheon for Lisa Pier, helped at the Hero Run, worked with Rotary Club and MIA to replace the fence around the old cemetery on North County Road.

Baker – Attended the following meetings and functions: County meetings, worked with Rotary Club and MIA to replace the fence around the old cemetery on North County Road, work on upcoming Fall Fest.

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

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

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

Councilman Weyant commented about buying items local (parts for chainsaws, purchases at Erb Equipment and Rural King). City Manager stated that he will look into those purchases and speak with the departments to ensure that they are checking prices from local vendors.

Councilman Baker asked about tires purchased from Gary's Tires for the Santa Hut and stated that he thought the Chamber was responsible for that. City Manager stated that the City owns the Santa Hut and is responsible for the maintenance.

Councilman Baker asked about the purchase for pocket calendars. Mayor explained that those are purchased each year for the boards and commissions appreciation dinner and provided to those commission members as a gift for their service.

Councilman Baker asked about flu shots and those being provided to employees. City Manager stated that this is something the City has done for years to provide to the employees as a wellness benefit.

Councilman Baker asked about safety glasses being purchased each month. City Manager stated that he will check into those purchases.

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

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

PC 17-04 – REZONING OF 45 ACRES, 10270 PERRIN RD, FROM GENERAL COMMERCIAL (GC) TO AGRICULTURAL (AG)

City Manager presented report for Council consideration of approval or denial of a rezoning application for 45 acres from General Commercial (GC) to Agricultural (AG).

Mayor reiterated that he would still like to see something in writing that the owner understands that they are aware of their legal zoning and the legal zoning of surrounding properties. City Attorney stated that he believes the City is covered since it has been discussed at the meeting. City Attorney stated that the City would have no liability on this matter if there was an issue with the adjacent zoning in the future.

Schorr moved, seconded by Baker, to approve and adopt Ordinance No. 17-21, approving this rezoning request of 45 acres located at 10270 Perrin Road from GC, General Commercial, to AG, Agricultural, subject to the Findings for Approval.

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

AUTHORIZATION TO SIGN MEPRD GRANT AWARD / PROJECT AGREEMENT

City Manager presented report for Council consideration of approval to authorize the City Manager and/or Assistant City Manager to sign the MEPRD Grant Award and Project Agreement.

McMahan moved, seconded by Weyant, to approve and adopt Resolution No. 17-18-12, a resolution authorizing execution of the Metro East Parks & Recreation District Project Agreement.

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

BID AWARD – SCHEVE PARK CAMERAS

City Manager presented report for Council consideration of approval and authorization of bids for furnishing all labor, materials and equipment for the Scheve Park Surveillance Systems & Cameras.

Councilman Weyant asked about the customer support plus program monthly amount and if that is in addition to the full amount. City Manager stated that amount is a monthly maintenance contract amount. City Manager stated that the old park cameras also had a monthly maintenance contract amount.

Council discussed the monthly support amount and requested a breakdown of the coverages under that monthly support contract.

Council discussed the proposed amount and requested a breakdown of the labor and materials charge and the warranty.

McMahan moved, seconded by Schorr, to table item.

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

BID AWARD – SWIMMING POOL DECK IMPROVEMENT PROJECT

City Manager presented report for Council consideration of approval and authorization of bids for furnishing all labor and materials to construct new concrete pool deck around the 140,000 gallon swimming pool.

Councilman Schorr commented on the high variation in the bid amounts. City Manager stated that KRB Excavation did do the pool deck for Freeburg and did come out on site to do all the measurements.

City Attorney stated that the award does need to be to the lowest responsible bidder and the City Engineer and City Manager are stating that they are responsible and qualified. City Attorney stated that the City will have a signed contract and if the work is not done to the City's satisfaction then the City will withhold payment and seek resolution.

McMahan moved, seconded by Baker, to approve the bid from KRB Excavation, Inc. of Trenton, IL in the amount of \$35,869.00 for the Swimming Pool Deck Improvement Project and authorize appropriate officials to execute the required documents.

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

ENGINEERING SERVICES – NORTH 10TH STREET RECONSTRUCTION

City Manager presented report for Council consideration of approval of Engineering Services Agreement with Oates Associates for preparing construction documents for the North 10th Street Reconstruction Project.

Councilman Baker asked if other engineering firms were contacted. City Manager stated that the City does not do bids on engineering services. City Manager explained that Oates Associates did the work on the other portion of North 10th Street which is why they were requested to provide a proposal.

Weyant moved, seconded by McMahan, to approve Oates Associates for engineering services for the North 10th Street Reconstruction Project and authorize appropriate City officials to execute the necessary documents.

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

COUNCIL – MISCELLANEOUS ITEMS

Council discussed and reviewed the IML trip reports.

CITY MANAGER – MISCELLANEOUS ITEMS

City Manager provided information to Council regarding a change order needed for the Mascoutah Pool renovation project. City Manager stated that since the bid was awarded, Heintz Pool went to check the thickness of the pool walls and they are not thick enough for the stainless steel gutter system and the aquabright pool wall covering. City Manager stated that at this point, the better solution would be to use a 60 mil vinyl pool liner; warranty is 15 years; cost for the vinyl pool liner is \$29,000 more than the aquabright pool wall covering. Councilman Schorr asked if this was something that should have been known ahead of time. City Manager stated that Heintz is in the planning stage of the project and went to pull up some of the concrete to check the pool wall thickness; not something that could have been checked beforehand without tearing up the concrete.

McMahan moved, seconded by Weyant, to approve a change order of \$29,000.00 for the Swimming Pool Renovation Project to Heintz Pool & Spa Co. of Freeburg, IL for the installation of a vinyl pool liner.

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

PUBLIC COMMENTS

Jason Madlock – Stated that he is a St. Clair County Regional School Board Member; been attending board meetings throughout the area and commended the City for being well run.

ADJOURNMENT TO EXECUTIVE SESSION

McMahan moved, seconded by Schorr, to adjourn to Executive Session to discuss Personnel – Section 2(c)(1) at 8:28 p.m.

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

RETURN TO REGULAR SESSION

Schorr moved, seconded by McMahan, to return to Regular Session at 8:53 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

MISCELLANEOUS OR FINAL ACTIONS

EMPLOYMENT AGREEMENT – POLICE LIEUTENANT

McMahan moved, seconded by Baker, to approve the Employment Agreement with Kevin McGinnis for the position of Police Lieutenant.

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

ADJOURNMENT

McMahan moved, seconded by Schorr, to **adjourn at 8:56 p.m.**

Motion passed. Motion passed by unanimous yes voice vote.


Kari D. Haas, City Clerk

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: Scheve Park Cameras - Bid Award

MEETING DATE: November 6th, 2017

REQUESTED ACTION:

Approval and authorization of bids for furnishing all labor, materials and equipment for Scheve Park Surveillance Systems & Cameras.

BACKGROUND & STAFF COMMENTS:

This project consists of installation of a surveillance system throughout Scheve Park. 2 quotes were obtained for 19 cameras throughout Scheve Park.

The first was from CTS, the City's current Information Technology provider, in the amount of \$48,480.76. (all labor, materials, and equipment). Labor would be about \$20,000 of this, and materials/parts/hardware would be about \$29,000. A 1 year Warranty is included in this bid.

The second quote was from Wisper in the amount of \$18,237. Labor costs were not included in this quote, and currently the City is not familiar with the brands nor the quality, and is hesitant to link another provider into our current security and IT system.

FUNDING:

This project will be paid for with Parks funds, a grant from the Metro East Parks and Recreation District, and a donation from the MIA.


RECOMMENDATION:

Approval of bid for furnishing all labor, materials and equipment for Scheve Park Surveillance Systems & Cameras, to CTS of Sparta Illinois for the total bid of \$48,480.76.

SUGGESTED MOTION:

I move that the Council approve the bid of \$48,480.76 to CTS of Sparta Illinois for furnishing all labor, materials and equipment for the Scheve Park Surveillance Systems & Cameras, and authorize appropriate officials to execute the necessary documents.

Prepared By: 
Mike Bolt
Assistant City Manager

Approved By: 
Cody Hawkins
City Manager

Attachment: A – Bids
B – CTS Correspondence & further Clarification
C – CTS Agreement

Prepared for:

Mascoutah City of
3 W. Main St.
Mascoutah, IL 62258 United States

CTS Technology Solutions, Inc.**Quote****No.: 10874****Date: 9/11/2017****Warranties, Limitations, and Exclusions:**

The warranty for the Product is limited to that provided by the manufacturer on the Description of the Product and Services page. In the event Product warranty service is required, Lessor's obligations are expressly limited to working with the manufacturer to effect the manufacturer's warranty.

LESSOR HEREBY DISCLAIMS AND LESSEE HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SERVICES AND/OR PRODUCT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE BY LESSEE. MODIFICATION WITHOUT PRIOR CONSENT, UNAUTHORIZED ATTEMPTS TO REPAIR, ELECTRICAL POWER SURGES, LIGHTNING, ACTS OF GOD, FAILURE OF ELECTRICAL POWER, OR ENVIRONMENTAL CONCERNS.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR OTHER DOCUMENT TO THE CONTRARY: (i) IN NO EVENT SHALL LESSOR BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, WHETHER IN TORT OR CONTRACT, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF IT HAS KNOWLEDGE OF THE RISK OR SUCH DAMAGES: (ii) IN NO EVENT SHALL LESSOR BE LIABLE CONCERNING PERFORMANCE OR NONPERFORMANCE BY LESSOR, SATISFACTION OF ANY OBLIGATION OR IN ANY WAY RELATED TO THIS AGREEMENT IN EXCESS OF THE SUMS PAID TO LESSOR BY LESSEE; OR (iii) IN NO EVENT SHALL LESSOR BE MADE SUBJECT TO A LEGAL PROCEEDING BY LESSEE MORE THAN ONE YEAR AFTER ANY CAUSE OF ACTION AROSE.

Purchase to be made as follows:

50 % on Acceptance, 40 % on Day of Installation, 10 % Balance Within 15 Days of Completion.

Proposed Amount: \$48,480.76**Customer Support Plus Program Monthly Amount is: \$533.29****Prices are firm until 9/15/2017****Quoted by: Ryan Welch****Date: 9/11/2017**

Quote includes the following:

- 1 - 64 Channel Network Video Recorder with 20TB Storage
- 19 - 4MP IR Dome Cameras with Mounts
- 1 - Pan/Tilt/Zoom Camera
- 40" Monitor
- 1 - UPS with Line Conditioning
- 24 - Wireless Access Points
- 1 - 24 Port Network Switch
- 4 - 8 Port Network Switch
- Labor to install AP's and Cameras

Quote assumes every AP / Camera location has a power outlet
Quote assumes cabling to the root bridge AP's is good

You agree that a facsimile copy of this agreement bearing authorized signatures may be treated as an original**Accepted by:**

Customer Signature _____

Date: _____

CTS' Officer's Signature _____

Date: _____

**CTS Complete Technology
Solutions**

Phone: (618) 443-3068
154 W. Broadway, P.O. Box 278
Sparta, IL 62286



COMPLETE TECHNOLOGY SOLUTIONS

I.T. | SURVEILLANCE | VOICE | ACCESS CONTROL

Quote
10874
No.:
Date: **9/11/2017**

Prepared for:

Mascoutah City of
3 W. Main St.
Mascoutah, IL 62258 United States

Prepared by: Ryan Welch

Account No.: 17111

Phone: (618) 566-2964

Job: be

Qty.	Description
1.00	XRN-3010-20TB Network Video Recorder
1.00	Smart-UPS XL 1000VA
1	40 in. LED TV
1.00	SNP-L6233H Pan/Tilt/Zoom
19.00	QNV-7080R 4MP Outdoor Vandal Dome
19	Wall Mount Accessory
19.00	SBP-301HM2 Cap Adapter
19.00	SBP-300PM Pole Mount
12.00	Enstation AC Package (2 AP's per Package)
88	Patch Cord 3 ft Cat 6-blue
1	Netvanta 1550-24 Netvanta 1000 Switch 28 Port Mana
4	Netvanta 1531P

A

Location	Model	QTY	Total Cost
Yard Waste Site			
	Enstation AC Package (2 AP's per Package)	1	\$239.75
	XNV-8080R 5 MP Dome Camera	2	\$1,605.78
	Wall Mount Accessory SBP-300WM1	2	\$84.00
	SBP-300HM6 Cap Adapter	2	\$62.18
			<u>\$1,991.71</u>
Main Street			
	Enstation AC Package (2 AP's per Package)	4	\$960.00
	XNV-8080R 5 MP Dome Camera	4	\$3,215.00
	Wall Mount Accessory SBP-300WM1	4	\$170.00
	SBP-300HM6 Cap Adapter	4	\$126.00
			<u>\$4,471.00</u>
Scheve Park			
	XRN-3010-20TB Network Video Recorder	1	\$3,050.00
	Smart-UPS XL 1000VA	1	\$625.00
	40" LED TV	1	\$240.00
	SNP-L6233H Pan/Tilt/Zoom	1	\$850.00
	QNV-7080R 4MP Outdoor Vandal Dome	19	\$6,290.00
	Wall Mount Accessory SBP-300WM1	19	\$920.00
	SBP-301HM2 Cap Adapter	19	\$595.00
	SBP-300PM Pole Mount	19	\$920.00
	Enstation AC Package (2 AP's per Package)	12	\$2,900.00
	Patch Cord 3 ft Cat 6-blue	88	\$116.00
	Netvanta 1550-24 Netvanta 1000 Switch 28 Port	1	\$696.00
	Netvanta 1531P	4	\$1,035.00
			<u>\$18,237.00</u>
Grand Total			\$24,699.71

A

Wisper

Kari Haas

From: Welch, Ryan <rwelch@ctscomplete.com>
Sent: Monday, October 23, 2017 9:06 AM
To: Cody Hawkins (chawkins@mascoutah.com)
Cc: Kari Haas (khaas@mascoutah.com)
Subject: Cameras
Attachments: image003.png



Cody,

Just looking to clarify what the board is needing for the next meeting.

My understanding is we need a breakdown of hardware and labor, and then a better description as to what the monthly support will cover.

I'll get the exact numbers, but I think we're talking \$19,800 in labor (prevailing wage), \$28,900 in parts/hardware. Please keep in mind that we have about 22 hours of engineering time spent on this that is built in those numbers as well. Bruce is a little concerned that we are light on the labor, that we're going to have some issues that will take more time, but we are taking that risk, it won't be your problem.

\$533 for the support, I gave you the option of a CS+. It's the same type of support you have now. It covers moves, adds and changes, training, programming, breakfix, hardware replacement. No work on the system is billable other than if we had to run new cabling somewhere to move a camera to a new location.

\$411/mo would be a CS. For this, we cover break fix and troubleshooting, but not the moves/add changes, etc. I'm not a huge fan of this idea, simply because it would be the only hardware we have with the city that doesn't have full support. Anytime we go onsite for anything that isn't BROKEN, it's billable.

Outdoor cameras tend to have issues from moisture, weather, etc. You'll want some sort of coverage or you'll be sitting here in less than a year with a bunch of cameras that aren't working properly.

Let me know if this is what you needed.



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Ryan Welch • Technology Consultant

154 West Broadway Sparta, Illinois 62286

PHONE: 618-443-5122 | FAX: 618-443-2299

EMAIL: rwelch@ctscomplete.com

www.ctscomplete.com

Kari Haas

From: Welch, Ryan <rwelch@ctscomplete.com>
Sent: Monday, October 23, 2017 9:30 AM
To: Cody Hawkins
Cc: 'Kari Haas'
Subject: RE: Cameras
Attachments: image001.png; Blank Customer Support Plus.dot



Ok, I didn't give you the actual quote on the CS+, we have an official document. I've attached it here, you can let me know if he's comfortable with it. If he needs changes, just let me know.

The warranty is a 1 year warranty. When you are on our service agreement, that is not your problem though. We are covering it either way. The more important issue is that if you buy it from a non-certified dealer without a warranty, you also have no manufacturer support (free or not) to help with issues when they arise.

From: Cody Hawkins [mailto:chawkins@mascoutah.com]
Sent: Monday, October 23, 2017 9:18 AM
To: Welch, Ryan <rwelch@ctscomplete.com>
Cc: 'Kari Haas' <khaas@mascoutah.com>
Subject: RE: Cameras

Okay and they asked about warranty information and the City Attorney wants a better worded agreement as to who does what, what is covered, etc.

Cody

From: Welch, Ryan [mailto:rwelch@ctscomplete.com]
Sent: Monday, October 23, 2017 9:06 AM
To: Cody Hawkins (chawkins@mascoutah.com)
Cc: Kari Haas (khaas@mascoutah.com)
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Kari Haas

From: Welch, Ryan <rwelch@ctscomplete.com>
Sent: Monday, October 23, 2017 9:39 AM
To: Kari Haas; 'Cody Hawkins'
Subject: RE: Cameras
Attachments: image001.png; image002.png



Those both should fall under insurance. Vandalism should be very limited as they are hard to reach, but I know people always find a way! I run the park in Okawville and am always surprised with what people come up with.

From: Kari Haas [mailto:khaas@mascoutah.com]
Sent: Monday, October 23, 2017 9:38 AM
To: Welch, Ryan <rwelch@ctscomplete.com>; 'Cody Hawkins' <chawkins@mascoutah.com>
Subject: RE: Cameras

Another question was what happens and who pays for repairs due to storm damage or damage from vandalism.

Kari D. Haas, MMC
City Clerk
City of Mascoutah
3 West main Street
Mascoutah, IL 62258
(618) 566-2964 x106

Visit our website: www.mascoutah.org



Mascoutah
ILLINOIS

From: Welch, Ryan [mailto:rwelch@ctscomplete.com]
Sent: Monday, October 23, 2017 9:30 AM
To: Cody Hawkins <chawkins@mascoutah.com>
Cc: 'Kari Haas' <khaas@mascoutah.com>
Subject: RE: Cameras

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From: Cody Hawkins [mailto:chawkins@mascoutah.com]
Sent: Monday, October 23, 2017 9:18 AM
To: Welch, Ryan <rwelch@ctscomplete.com>
Cc: 'Kari Haas' <khaas@mascoutah.com>
Subject: RE: Cameras



154 West Broadway, P.O. Box 278
Sparta, Illinois 62286

Customer Support Plus Agreement

This Customer Support Plus Agreement is made between CTS, Inc. hereinafter referred to as "Seller" and _____ at service address _____, hereinafter referred to as the "Customer". In consideration of the covenants stated herein Seller will provide maintenance service for the communications system described as follows: **(See Attached Sheet)** and Customer agrees to accept such services subject to the following terms and conditions:

Terms and Conditions:

Customer agrees to pay to Seller the sum of \$ _____ which represents the **monthly rate** for the services provided herein. Service coverage under this agreement shall be effective on _____ or upon Seller's receipt of the initial payment of the payment arrangement selected.

Service coverage shall continue for a period of three (3) years from the effective date of this agreement subject to the exemptions as stated under the provisions of this Customer Support Plus Agreement. Seller agrees that the communication system at the above stated address will be maintained in good operating condition and shall provide maintenance as outlined by factory recommendations for three (3) years from the stated effective date of this Agreement. Seller will use its best efforts to provide parts and labor necessary to repair or replace, at its option, any materials or equipment necessary for the operation of said system, which fails or becomes defective as a result of normal usage at its own expense. The Seller shall not be liable to repair or replace any materials or equipment that fails, becomes defective or is destroyed as a result of acts of God, including but not limited to lightning, water, fire, sun, wind and extreme hot and cold temperatures, and which is not the result of normal usage. Other exclusions include software upgrades or updates, batteries for battery backups, E911 Telephone Company Routing issues, and aerial or buried cable between buildings. Normal trouble will be handled during normal business hours, defined to be 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays. Emergency service available for service and repair at no additional charges when Equipment is 50 percent or more inoperative or Customer is unable to make or receive telephone calls. Emergency service outside CTS' normal business hours will be charged at CTS's prevailing overtime rate. CTS will provide service on a priority basis using its best efforts to respond in the time period as determined for response time between CTS and Customer.

Seller shall not be liable for any special or consequential damages or loss, business losses, damage or expense directly or indirectly arising from use of the system covered by this Support Agreement or from Customer's inability to use the System either separately or in combination with any other equipment or from any other cause.

One preventative maintenance visit will be made per year for general maintenance of the equipment and one network services analysis per year is available at the customer's request.

This support agreement shall be applicable to the entire System. Under no circumstances will partial maintenance of the System by others be permitted unless specifically agreed to in writing by Seller.

This support agreement entitles Customer to receive support services including user support by phone, no trouble found visits, coordination of telephone orders, no trouble found visits, and identification of telephone company issues on site. Telephone company orders and issues are only covered for major and local carriers; CLEC's are not included. Labor for moves, additions, and changes (MAC) to system will be covered under this agreement. The materials required for MAC work will be billable at a 10% reduction for normal pricing.

It is the responsibility of the Customer to maintain the room in which equipment is located in a clean and appropriate fashion which includes adequate lighting, full accessibility to all equipment, adequate power outlets, temperature and humidity control, etc and space at or near the equipment for storage of miscellaneous piece parts and drawings. Customer shall supply at its expense all commercial power, heating and air conditioning as required for proper maintenance and operation of equipment. Customer will not permit its agents, employees, or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever while the equipment is covered by this agreement unless a written waiver is executed by both CTS and customer. Customer will provide CTS with a current extension directory listing indicating extension numbers, employee name, job title and physical location; and will designate a responsible individual and one alternate as the customer contact for service coordination. Customer will see that all personnel attend scheduled training seminars. Customer will not couple the equipment to any apparatus not approved by CTS. It is Customer's responsibility to implement and test on a regular basis Emergency 911 to their system where applicable. Customer will follow the terms and conditions of this Agreement. Additional charges may apply when Customer requests additional equipment or services. This program is designed to do most support functions remotely to help keep the cost of the program low. On site assistance from customer personnel may be required on occasion to complete the necessary functions.

If Seller does not meet the predetermined emergency response time for emergency trouble Seller will credit Customer's account \$100.00 per hour for limited to \$250.00 per occurrence upon request. This is not applicable for widespread power, telephone company problems or other disasters. Unless otherwise documented the predetermined emergency response time will be considered 4 hours.

Once the support agreement has been executed by the parties, any and all components, ancillary equipment and/or additional systems installed by Seller at the service address which are no longer under warranty shall be maintained under the terms and conditions of this Agreement, subject to the payment of an additional charge based on the unit rate for servicing said components, ancillary equipment and/or additional systems. The additional charges shall take effect immediately following the expiration of the warranty applicable to said additional equipment.

This Agreement shall be automatically renewed for one (1) year at the end of the three (3) year Agreement, subject to Seller's then applicable rates and charges provided. Either party may cancel the Agreement by giving the other party written notice of cancellation at least ninety (90) days prior to the end of the agreement or renewal periods.

The following telephone number shall be monitored 24 hours a day, 7 days per week to assist with timely response to service repairs:
1-800-443-3068.



Equipment covered under Customer Support Program:

- Check to
Indicate
Item
Covered
- ☐ Phone system equipment, KSU, phone cards, and phones excluding wireless/cordless phones, lightning protection, batteries, UPS, and headsets
 - ☐ Voicemail System
 - ☐ Paging System
 - ☐ Call Accounting System
 - ☐ Info Hold
 - ☐ Clocks
 - ☐ Bell System
 - ☐ CCTV
 - ☐ Wire and jacks excluding buried and aerial cable
 - ☐ Call Center
 - ☐ Moves, Additions, and Changes

You agree that a facsimile copy of this agreement bearing authorized signatures may be treated as an original.

Date: _____

Date : _____

Customer: _____

CTS Technology Solutions, Inc.

Address: _____

By: _____

By: _____

Kelly R. Ethington, President

(Name & Title, Print or Type)

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: Resolution – Illinois Bicentennial Celebrations

MEETING DATE: November 6, 2017

REQUESTED ACTION:

Approval of a resolution in support of Illinois' Bicentennial celebrations.

BACKGROUND & STAFF COMMENTS:

IML crafted a sample resolution for Illinois municipalities to adopt to help promote Illinois' 200th birthday which will occur on December 3, 2018. The Illinois Bicentennial Commission will begin events throughout the state to celebrate the bicentennial beginning December 3, 2017.


RECOMMENDATION:

Council approval of Resolution, as attached.


SUGGESTED MOTION:

I move that the City Council approve and adopt Resolution No. 17-18-____, a resolution in support of Illinois' Bicentennial Celebrations.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Resolution

RESOLUTION NO. 17-18-__

RESOLUTION IN SUPPORT OF ILLINOIS BICENTENNIAL CELEBRATIONS

WHEREAS, August 26, 2018, will mark the 200th anniversary of the adoption of the Illinois Constitution of 1818 at the Kaskaskia Convention; and

WHEREAS, December 3, 2018, will mark the 200th anniversary of the admission of Illinois to the Union as a state; and

WHEREAS, the bicentennial of our statehood is an opportunity to recognize and celebrate the many cultural, economic, academic and political contributions that Illinois and its residents have made to the nation and the world; and

WHEREAS, commemorations and celebrations will enable and encourage Illinoisans of all ages and backgrounds, together with visitors, to experience Illinois' 1,298 cities, villages and towns, thereby stimulating the Illinois economy; and

WHEREAS, our community recognizes the importance of the bicentennial celebration as a way to honor the citizens and the history of our great state, and set a course for success over our next 200 years; and

WHEREAS, our community, through its various councils, committees and congregations, should work together with the Illinois Bicentennial Commission and the state's citizens, businesses, and cultural and educational institutions to share our vision and projects to mark the 200th anniversary; and

WHEREAS, participation in Illinois' bicentennial celebration is a unique opportunity to honor and showcase the state during this historic time.

NOW, THEREFORE, BE IT RESOLVED that City of Mascoutah, Illinois endorses the efforts of the Illinois Bicentennial Commission in promoting, planning and executing historic, educational, celebratory and cultural initiatives and resolves to recognize and celebrate the bicentennial of the state of Illinois. Be it further resolved that the City of Mascoutah encourages its citizens to submit suggestions and ideas to enhance the bicentennial celebration.

APPROVED and **ADOPTED** this 6th day of November, 2017.

Gerald E. Daugherty, Mayor

City Clerk
(SEAL)

Attachment A

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: **Resolution Authorizing the Sale of Property**

MEETING DATE: November 6, 2017

REQUESTED ACTION:

Approval of resolution authorizing the sale of 313 and 315 East Main Street, Mascoutah, IL.

BACKGROUND & STAFF COMMENTS:

Council has had discussions at previous City Council meetings regarding the sale of 313 and 315 East Main Street. The owner of the adjoining property expressed interest in the purchase and agreed to purchase the property at the appraised value of \$33,200.00.


RECOMMENDATION:

Council approval of Resolution, as attached.


SUGGESTED MOTION:

I move that the City Council approve and adopt Resolution No. 17-18-___ authorizing the sale of 313 and 315 East Main Street, Mascoutah, IL in an amount of \$33,200.00 and authorize appropriate officials to execute the required documents.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Resolution

RESOLUTION NO. 17-18-__

**A RESOLUTION OF THE CITY OF MASCOUTAH, ILLINOIS, TO
AUTHORIZE THE SALE OF PROPERTY LOCATED AT
313 & 315 EAST MAIN STREET, MASCOUTAH, IL**

WHEREAS, the City of Mascoutah desires to sell a tract of land owned by the City; and

WHEREAS, it is in the best interest of the City of Mascoutah and its residents to sell the property.

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

SECTION 1: That the Mayor on behalf of the City and the City Council of the City of Mascoutah, Illinois, is authorized to enter into an agreement with Robert Schweiger having an address of 308 South Jefferson Street, Mascoutah, IL 62258 to sell property identified as permanent parcel #10-32-0-139-019 and 10-32-0-139-022 (commonly known as 313 and 315 East Main Street, Mascoutah, IL 62258) in the amount of \$33,200.00 described as follows:

Parcel 1: The East 48 ½ feet of Lot 9 in Block 15 of “Tetrick and Fike’s Addition to the Town of Mascoutah”; reference behind had to the plat thereof recorded in the Recorder’s Office of St. Clair County, Illinois in Book of Plats “A” on page 48. Situated in the County of St. Clair and State of Illinois.

Parcel 2: The East 2 feet of Lots 7 and 8 and the West 26 feet of Lots 9 and 10 in Block 15 of “Tetrick and Fike’s Addition to the Town of Mascoutah”; reference being had to the plat thereof recorded in the Recorder’s Office of St. Clair County, Illinois in Book of Plats “A” on page 48. Situated in the County of St. Clair and State of Illinois.

SECTION 2: That the Mayor and City Manager are authorized on behalf of the City and the City Council of the City of Mascoutah, Illinois, to execute any and all documents necessary to sell the property identified above and to receive payment of \$33,200.00 in the form of a cashier’s check or certified check.

SECTION 3: This Resolution shall take effect immediately upon its passage.

Attachment A

PASSED and **APPROVED** by the Mascoutah Mayor and City Council this 6th day of November, 2017.

AYE's	—	.
NAY's	—	.
ABSENT	—	.

Mayor

ATTEST:

City Clerk
(SEAL)

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: Code Change – Yard Waste Drop Off Site (first reading)

MEETING DATE: November 6, 2017

REQUESTED ACTION:

Approval of revisions to Chapter 16 – Health Code, adding Article V – Yard Waste Drop Off Site of the City Code by adoption of ordinance.

BACKGROUND & STAFF COMMENTS:

As discussed at previous City Council meetings and in order to remain in compliance with IDNR, attached are the revisions to the City Code establishing the rules and regulations for the yard waste drop off site and establishing the fees for the access cards to use the facility.

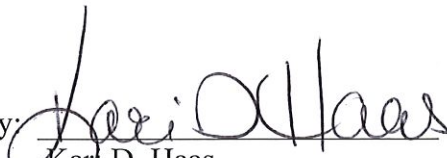
RECOMMENDATION:

Council approval of Ordinance, as attached.

SUGGESTED MOTION:

I move that the City Council approve and adopt Ordinance 17-____, thereby modifying Chapter 16 – Health Code, adding Article V – Yard Waste Drop Off Site.

Prepared By:


Karl D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Ordinance

ORDINANCE NO. 17-__

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CHAPTER 16 – HEALTH CODE
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 16 – HEALTH CODE, adding ARTICLE V – YARD WASTE DROP OFF SITE, 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 20th day of November, 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 20th day of November, 2017.

ATTEST:

Mayor

City Clerk
(SEAL)

CHAPTER 16 – HEALTH CODE

ARTICLE V – YARD WASTE DROP OFF SITE

Sec. 16-5-1. Definition.

Facility. The facility is identified as the Yard Waste Drop Off Site located at 511 South 10th Street in the City of Mascoutah.

Resident. All persons who reside within the corporate limits of the City of Mascoutah or own residential property within the corporate limits of the City of Mascoutah.

Yard Waste. All garden residues, leaves, shrubbery and tree trimmings up to six (6) inches in diameter, grass clippings, Christmas trees, and all others identified as permitted in Sec. 16-5-2 (e).

Sec. 16-5-2. Rules and Regulations.

- (a) For use by City of Mascoutah residents and residential property owners only.
- (b) Yard waste dropped off at the facility must be yard waste collected from your residential property only.
- (c) Yard waste items must be placed in proper designated areas.
- (d) No smoking is allowed in the facility.
- (e) Yard waste items permitted to be dropped off include:
 - (1) Leaves
 - (2) Flower Trimmings
 - (3) Garden trimmings
 - (4) Sticks
 - (5) Shrubby trimmings
 - (6) Tree trimmings
 - (7) Tree limbs no longer than 10' in length and 6" in diameter.
 - (8) Christmas trees free of all ornaments
 - (9) Grass clippings
- (f) Items not permitted to be dropped off include:
 - (1) Bags of any type
 - (2) Tree stumps
 - (3) Plastic pots
 - (4) Trash or garbage
 - (5) Construction or demolition waste
 - (6) Painted, pressure treated wood, railroad ties or landscaping timbers
 - (7) Sod, dirt or rocks

- (8) Wood chips
- (9) Manufactured materials of any type

(g) Commercial, institutional or industrial property owners are not permitted to use the facility.

(h) Commercial landscapers and yard maintenance service providers are not permitted to use the facility.

Sec. 16-15-3. Facility Access Permit.

(a) Residents wishing to have access to the facility for yard waste drop-off are required to obtain an access card.

(b) Application for access card must be filed with the City Manager's office. Applicant must provide the following information:

- (1) Name
- (2) Property address
- (3) Mailing address (if different from property address)
- (4) Phone number
- (5) E-mail address
- (6) Driver's license number (must include copy with application for address verification)

(c) Only one access card will be issued per property.

(d) Fee for access card is \$25.00 per year.

(e) Fee for lost or misplaced access cards is \$10.00.

(f) All access cards will be active from March 1st through the last day of February of the following year. Residents will be required to renew their access cards for the next twelve month period. A reminder letter will be mailed or e-mailed at the beginning of each year.

Sec. 16-5-4. Hours of Operation

The facility will be accessible every day from dawn to dusk unless otherwise posted due to maintenance or weather related issues, such as flooding.

Sec. 16-5-5. – Penalties.

Unacceptable use of the facility will result in loss of access to the facility for the remainder of the twelve month period or beyond (to be determined by the City Manager or designee). Unacceptable uses of the facility include, but are not limited to, the following:

- (1) Use of your access card by someone not of your property
- (2) Dropping off of any items not permitted at the facility

(3) Damage to gates, signs, or any other property at the facility

In addition to loss of access to the facility, any person who violates any of the provisions of this section can and shall, upon conviction, be fined as provided in section 1-1-20.