

Mascoutah City Council

April 4, 2022

REGULAR MEETING AGENDA

IN-PERSON MEETING with combined IN-PERSON and optional VIRTUAL PUBLIC PARTICIPATION – see below for instructions on attending virtually

6:30 p.m. – Public Hearing – FY22/23 Budget

7:00 pm – City Council Meeting

1. PRAYER & PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

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

5. MINUTES, March 21, 2022 City Council Meeting (Page 1 to Page 5) March 21, 2022 Executive Session Meeting (confidential, see City Clerk) March 28, 2022 Executive Session Meeting (confidential, see City Clerk)

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

7. REPORTS AND COMMUNICATIONS

- A. Mayor
- B. City Council
- C. City Manager
- D. City Attorney
- E. City Clerk

8. COUNCIL BUSINESS

A. Council Items for Action –

1. Budget 22/23 - Adoption of Ordinance (first reading)

(Page 10 to Page 19)

Description: Council consideration of approval and adoption of the City's FY22/23 Budget.

Recommendation: First Reading.

2. Code Change – Electric, Water & Sewer Rates (first reading)

(Page 20 to Page 32)

Description: Council approval of revisions to Chapter 11 – Electric System and Chapter 38 – Water and Sewer Rates of the City Code by adoption of ordinance.

Recommendation: First Reading.

3. Commitment for \$5,500,000 Revolving Line of Credit – Resolution of Authorization for Signing of Loan Documents

(Page 33 to Page 34)

Description: Council approval of a resolution authorizing the Mayor to sign the loan documents for the commitment for \$5,500,000 revolving line of credit.

Recommendation: Council Approval and Adoption of Resolution.

4. Commitment for \$1,500,000 Revolving Line of Credit – Resolution of Authorization for Signing of Loan Documents

(Page 35 to Page 36)

Description: Council approval of a resolution authorizing the Mayor to sign the loan documents for the commitment for \$1,500,000 revolving line of credit.

Recommendation: Council Approval and Adoption of Resolution.

5. Code Change – PSEBA Claims Administrative Procedures (second reading)

(Page 37 to Page 45)

Description: Council approval and adoption of an Ordinance to amend the City Code of Ordinances amending the administrative procedures for assessing and determining claims under PSEBA.

Recommendation: Council Approval and Adoption of Ordinance.

6. Bid Award – Cemetery Mowing

(Page 46 to Page 46)

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

Recommendation: Council Approval.

7. Main Street Closing – Spring Fest with IDOT Resolution

(Page 47 to Page 49)

Description: Council approval of request by Mascoutah Chamber of Commerce to close Main Street (IL 177) on May 20, 2022 for the Spring Fest.

Recommendation: Council Approval and Adoption of Resolution.

8. Engineering Services – N. Jefferson Street (IL 4) Shared Use Path

(Page 50 to Page 73)

Description: Council approval of an Engineering Services Agreement with TWM, Inc. for the design, preparation of plans and specifications and bidding assistance for the N. Jefferson Street (IL 4) Shared Use Path Project.

Recommendation: Council Approval.

9. AMI Metering System Purchase

(Page 74 to Page 79)

Description: Council approval of purchase of an Advanced Metering Infrastructure (AMI) System.

Recommendation: Council Approval.

B. Council Miscellaneous Items

C. City Manager

9. PUBLIC COMMENTS (3 MINUTES)

10. ADJOURNMENT TO EXECUTIVE SESSION

A. Purchase/Lease of Property – Section 2(c)(5)

B. Litigation – Section 2(c)(11)

C. Personnel – Section 2(c)(1)

11. MISCELLANEOUS OR FINAL ACTIONS

12. ADJOURNMENT

POSTED 3/31/22 at 4:00 PM

OPTIONAL VIRTUAL PUBLIC PARTICIPATION – see below for instructions on attending virtually

In-person public attendance is allowed. Optional virtual public attendance is also being provided virtually through Zoom Meeting (<https://zoom.us>).

Please join my meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/89731940935>

You can also dial in using your phone.

United States: +1 (312) 626-6799

Access Code: 897-3194-0935

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

MARCH 21, 2022

The minutes of the budget workshop of the City Council of the City of Mascoutah.

CALL TO ORDER

Mayor Pat McMahan called the budget workshop to order at 6:00 p.m.

Present:

Mayor Pat McMahan and Council members John Weyant, Walter Battas, Nick Seibert, and Doug Elbe.

Absent:

None.

Other Staff Present:

Assistant City Manager Kari Speir, City Clerk Melissa Schanz, Finance Coordinator Lynn Weidenbenner, City Engineer Tom Quirk, Public Works Director Jesse Carlton, Police Chief Scott Waldrup and EMS Supervisor Jeremy Gottschammer.

DISCUSSION

Assistant City Manager and Finance Coordinator provided an overview of the proposed budget for FY22/23. Council discussed the proposed budget.

PUBLIC COMMENTS

None.

ADJOURNMENT

Mayor Pat McMahan adjourned the budget workshop at 6:55 p.m.

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 Melissa Schanz. The Council remained standing and recited the Pledge of Allegiance.

CALL TO ORDER

Mayor Pat McMahan called the meeting to order at 7:01p.m.

ROLL CALL

Mayor Pat McMahan and Council members John Weyant, Walter Battas, Nick Seibert and Doug Elbe.

Absent: None.

Other Staff Present: Assistant City Manager Kari Speir, City Clerk Melissa Schanz, City Attorney Al Paulson, Finance Coordinator Lynn Weidenbenner, City Engineer Tom Quirk, Public Works Director Jesse Carlton, EMS Supervisor Jeremy Gottschammer, Fire Chief Joe Zinck, 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 March 7, 2022 regular City Council meeting were presented and approved as presented. The minutes of the March 7, 2022 Executive Session Meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

James Saffel Sr. stated that three minutes is not enough time for public comments. He also expressed concerns about the City Council Meetings not being structured to represent the citizens of Mascoutah.

Kevin Schmidt introduced himself. He stated that he is running for State Representative for the 114 District.

Tom Richardson with the VFW invited the community to join the VFW on May 14, 2022 to celebrate three Veterans Birthdays and asked for a Proclamation from the City.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – February 2022 monthly report was provided.

Police Chief Scott Waldrup – February 2022 monthly report was provided. Police Officer Adam Quirin was sworn in by City Clerk.

Finance Coordinator Lynn Weidenbenner – February 2022 monthly financials were provided.

Public Works Director Jesse Carlton – February 2022 building and status report was provided.

City Engineer Tom Quirk – February 2022 status report on public projects was provided.

REPORTS AND COMMUNICATIONS

Mayor – Attended the City Dinner and reminded everyone of the Rotary Music Trivia on March 25, 2022.

City Council
Weyant – Nothing to report.

Battas – Nothing to report.

Seibert – Attended the EDC Meeting and City Dinner.

Elbe – Attended the City Dinner.

Assistant City Manager – Nothing to report.

City Attorney – Nothing to report.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The February 2022 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Seibert moved, seconded by Elbe, to accept all items under Omnibus consideration.

Motion passed. AYE's – Weyant, Battas, Elbe, Seibert, McMahan. NAY's – none.
ABSENT – none.

RESOLUTION APPROVING AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH MASCOUTAH SCHOOL DISTRICT RELATING TO MASCOUTAH TIF #3.

Assistant City Manager presented report for Council consideration of approval of a Resolution approving amendment to the Intergovernmental Agreement between the City of Mascoutah and Mascoutah Community Unit School District #19 relating to the Mascoutah Tax Increment Financing Development Plan and Project #3.

There was no further discussion.

Elbe moved, seconded by Battas, to approve and adopt Resolution No. 21-22-20, Resolution Approving Amendment to the Intergovernmental Agreement Between the City of Mascoutah and Mascoutah Community Unit School District #19 relating to the Mascoutah Tax Increment Financing Development Plan and Project #3 and authorize appropriate officials to execute the necessary documents.

Motion passed. AYE's – Weyant, Battas, Elbe, Seibert, McMahan. NAY's – none.
ABSENT – none.

CODE CHANGE – PSEBA CLAIMS ADMINISTRATIVE PROCEDURES (FIRST READING).

Assistant City Manager presented report for Council consideration of approval and adoption of an Ordinance to amend the City Code of Ordinances amending the administrative procedures for assessing and determining claims under PSEBA.

There was no further discussion.

First Reading.

COUNCIL – MISCELLANEOUS ITEMS

None.

CITY MANAGER – MISCELLANEOUS ITEMS

None.

PUBLIC COMMENTS

None.

ADJOURNMENT TO EXECUTIVE SESSION

Battas moved, seconded by Elbe, to adjourn to Executive Session to discuss Purchase/Lease of Property – Section 2(c)(5), Litigation – Section 2(c)(11) and Personnel – Section 2(c)(1) at 7:31p.m.

Motion passed. AYE's – Weyant, Battas, Elbe, Seibert, McMahan. NAY's – none.
ABSENT – none.

RETURN TO REGULAR SESSION

Battas moved, seconded by Elbe, to return to regular session at 8:08p.m.

MISCELLANEOUS OR FINAL ACTIONS

Discussion continued regarding the proposed FY22/23 Budget.

ADJOURNMENT

Elbe moved, seconded by Battas, to adjourn at 8:35 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

Melissa Schanz, City Clerk

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council
FROM: Kari Speir – Assistant City Manager
SUBJECT: **Budget 22/23 – Adoption of Ordinance (first reading)**
MEETING DATE: April 4, 2022

REQUESTED ACTION:

Council approval and adoption of the City's FY22/23 Budget.

BACKGROUND & STAFF COMMENTS:

The City has completed several months of work establishing its FY22/23 Budget. After many work sessions by staff and Finance Committee, we believe that the current draft budget meets the requirements for this years annual Budget. This Budget assures adequate revenues/ fund sources, provides for appropriate expenditures, and provides a fiscal strategy to accommodate the needs of the community this year.

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

FUNDING:

There is no cost involved in the Budget approval process.

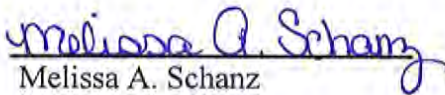
RECOMMENDATION:

The City Manager recommends that the Council approve and adopt an Ordinance thereby establishing the City's FY 22/23 Budget.


SUGGESTED MOTION:

I move that the Council approve and adopt Ordinance 22-____, thereby establishing the City's FY 22/23 Budget.

Prepared By:


Melissa A. Schanz
City Clerk

Approved By:


Kari Speir
Assistant City Manager

Attachments: A – Memo and Spreadsheets from Finance Coordinator
B – Ordinance

CITY OF MASCOUTAH
Staff Report – FY2223 BUDGET

TO: Honorable Mayor and City Council

FROM: City Manager, Kari Speir
Finance Coordinator, Lynn Weidenbenner

SUBJECT: FY2223 Budget

MEETING DATE: APRIL 4, 2022

Enclosed is FY23 budget numbers for both revenues and expenses. Each department's budget numbers and requests have been reviewed, discussed, and proposed. The Finance Committee met, discussed, and concluded recommendations to the Council related to the FY23 budget.

FY23 BUDGET:

- Total Budget proposed Revenues exceed Expenses \$2,505,075 without projects income or expenses.
- Total Budget proposed Expenses exceed Revenues \$5,757,580 with projects income and expenses.
- Budget Proposed By Fund – all funds for FY23 net positive when calculating revenues minus expenses without project expenses except the ambulance fund and the cash is available for the ambulance purchase. General Fund, Light Fund, TIF2b, and TIF3 funds are negative when including the project expenses this fiscal year but the cash and financing is in place for the projects.
- The changes to the budget since the budget workshop are listed below:
 - Applied the electric facility charge of \$16.00 to the revenue account and subtracted the usage increase that was build in using the cpi.

BUDGET ASSUMPTIONS:

- All departments have limited budgets based on prior year expenditures in each category
- Includes the department requests for equipment purchases as City Manager approved
- The salary assumption is based on a 2.5% increase as stated in the contracts.
- A separate sheet/tab shows all projects for FY23 and noted are some carryover payments from the current budget (pages 3 of 113 and 4 of 113)
- A separate sheet/tab shows all CIP/FAR as approved by the City Manager (pages 5 of 113, 6 of 113, 7 of 113, and 8 of 113)

Attachment A

- Allocated funds towards derelict properties
- Includes funding for Electric Phase II
- Includes wastewater treatment plant expansion
- Includes continuation of manhole linings mostly in TIF2b
- Includes project for major roads and oil and chip for some additional roads
- Includes sidewalk program
- Includes LED light replacement
- Includes two vehicles for the police department, \$85,000 in budget (can finance)
- Includes radio replacements for police \$42,500 and EMS \$16,100 since ordering in bulk saves money overall and the maintenance cost for the older ones is eliminated
- Includes new ambulance \$170,000 and stretcher \$28,000; both already approved by Council and ordered
- Includes new HVAC units (5) for city hall \$90,000; current units very old and replacement parts are very difficult to find or completely unavailable
- Includes new ¾ ton truck for streets \$65,000 to be able to haul and pull equipment
- Includes lineman truck addition \$220,000 (this is the same as last year, ordered but delivery delayed)
- Includes start of AMI metering wave for electric and water/sewer, this was started this year but order delayed
- Includes service truck for fleet \$50,000 to provide maintenance in the field
- Referenced tax levy ordinance filed for property tax dollars
- Used the IL Municipal Review projections with new census 8754 for income tax, use tax, and mft taxes to receive
- Includes MFT money from Rebuild Illinois funds collected and still to be distributed for specified project (S County Rd and McKinley Street)
- Assuming 30 new homes in calculations where applicable
- For enterprise funds – 5.82% increase to follow ordinance for water and sewer rates using the cpi, due to the WWTP project increasing the sewer facility charge to flat \$27.50 so as to not have a steep increase later as recommended by the Finance Committee; the electric rates for usage will not increase but the facility charge for electric will increase to \$16.00 as per Council advise

Prepared By: Lynn Weidenbenner Approved By: Kari D. Speir
 Lynn Weidenbenner Kari Speir
 Finance Coordinator City Manager

CITY OF MASCOUTAH
City Manager's Office
Council Memo

TO: Honorable Mayor and City Council
FROM: Finance Committee: Tim Boyce, Todd Gober, and John Harris
SUBJECT: FY2223 Budget – Final Recommendation
DATE: March 10, 2022

The Finance Committee wishes to report our final recommendations for the City's FY2223 Budget.

MEETINGS/PROGRESS:

March- we met concentrating first on the expenses, projects, rates for utilities, debt, insertions, and then revenues; we will meet again if requested

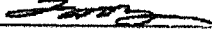
THE BUDGET NUMBERS:

- Total Budget proposed Revenues exceed Expenses \$2,460,569 without projects income and expenses.
- Total Budget proposed Expenses exceed Revenues \$5,802,086 when including all projects income and expenses.
- Budget Proposed by Fund – all funds for FY23 net positive when calculating revenues minus expenses, excluding projects except ambulance fund. The approved order for a new ambulance affects this fund. The cash is available in the ambulance fund for the purchase.
- The projects included in the budget for General Fund, Light Fund, Water/Sewer, MFT, TIF2b, and TIF3 are directly related to the fund's negative net balance with the project expenses budgeted. The cash is available for the projects in part for these funds and the City is proposing some additional funding with loans and lines of credit with the local banks.

FINANCE COMMITTEE RECOMMENDATIONS OVERALL:

1. The proposed FY23 budget includes assumptions and insertions recommended by the Finance Committee and the budget as forwarded is adoptable as we approve.
2. The Committee recommends following the ordinances for utility rate increases with using the cpi calculation this year 5.82% for all utilities due to the increased cost to the city for the major projects taking place this year and next year. In addition, the Finance Committee recommends the sewer base rate be a flat \$27.50 because of the Waste Water Treatment Plant (WWTP) and the increased project costs plus the upgrades from EPA regulations. This is with the understanding that new projections to analyze the fund balance can be calculated next year to use in further planning to pay the IEPA loan for the WWTP along with using some cash reserves. The increased cost for the Electric Phase II project and the TIF3 project are driving the utility rate increases overall in addition to the fact that the City has not increased the electric rates since FY17.
3. The Committee recommends completing these major projects and the projects already started before adding costs for additional projects since the timeframe for completion and increased expenses for the projects affect the overall city budget.
4. The Committee recommends the TIF3 utilizing future TIF development to generate income for the City due to the major debt payments applicable to the TIF3 borrows.
5. The Committee is dedicated to continuing to improve fund balances and reserves.
6. The Committee understands the Budget Guidance from Council and has reviewed the budget to follow the recommendations possible.

We believe this completes our service to the Council related to the FY23 budget. We would like to assist with any questions and support the budget process. It is our understanding that the City Manager will inform us of future budget related meetings, the budget hearing, and any additional questions or concerns from Council.



Tim Boyce, Chairman of Finance Committee

CITY OF MASCOUTAH
SNAP SHOT REVENUES/EXPENSES TOTAL NET

REVENUES

OPERATING REVENUES	Jan-22		Summary of all depts 12/12's	Proposed Budget23	% change FY22 to 23
	Budget22	YTD Actual 22			
FUND 100 - GEN FUND	3,948,185	4,651,294	5,897,993	4,486,250	
FUND 110 - R CEM TRUST	8,000	6,206	8,275	8,000	
FUND 200 - LIGHT FUND	9,329,880	6,636,461	9,143,213	9,827,525	
FUND 250 - W&S FUND	3,783,499	2,994,902	3,990,499	4,192,925	
FUND 300 - AMB FUND	1,008,810	1,025,868	1,162,398	1,086,695	
FUND 330 - P&R (park/city/leu/pool)	439,700	418,113	423,679	451,300	
FUND 360 - FIRE DEPT FUND	166,150	166,548	169,210	169,600	
FUND 400 - IMRF FUND	553,319	486,325	582,591	598,680	
FUND 450 - POLICE PENSION FUND	559,834	733,805	853,649	580,125	
TOTAL OPERATING REV NO LIBR	19,797,377	17,119,522	22,231,505	21,401,100	8.10%
TOTAL LIBRARY REVENUES	440,611	440,611	440,611	472,977	
TOTAL OPERATING REV WITH LIBRARY	20,237,988	17,560,133	22,672,116	21,874,077	8.08%

NON-OPERATING REVENUES

FUND 100/200/250 CMAQ/TIP/IEPA WWTP and Line of Credit	7,200,000	400,179	3,523,027	13,276,975	
FUND 210 - ELEC PHASE II LOAN	4,950,000	321,501	583,507	4,500,000	
FUND 500 - MFT FUND	340,150	288,003	383,711	345,290	
FUND 540 - TIF1 FUND	5	0	0	0	
FUND 560 - TIF2B FUND	1,012,353	1,176,314	1,177,316	1,195,410	
FUND 560 - TIF2B CDBG PORTION	0	0	0	0	
FUND 570 - TIF3 FUND	200,120	268,523	268,535	6,770,100	
FUND 595 - BUSINESS DISTRICT	48,000	71,238	71,238	72,000	
FUND 590 - SPECIAL SVC AREA (SSA)	155,902	16,219	16,219	150,110	
FUND 600 - R DEBT SVC FUND	179,915	182,433	182,752	183,665	
TOTAL NON OPERATING REVENUES	14,086,445	2,724,410	6,206,305	26,493,549	
TOTAL ALL REVENUES NO LIBRARY	33,883,822	19,843,932	28,437,809	47,894,649	
TOTAL ALL REVENUES WITH LIBRARY	34,324,433	20,284,543	28,878,420	48,367,626	40.91%

EXPENSES

OPERATING EXPENSES

TOTAL PERSONNEL EXPENSES	7,350,420	5,766,785	7,464,202	7,931,120	
TOTAL NON-PERSONNEL EXPENSES	3,957,180	2,115,581	3,028,958	3,853,720	
TOTAL WHOLESALE/RETAIL/OTHER EXP	6,667,380	4,071,736	5,439,742	6,036,730	
TOTAL OPERATING EXPENSES NO LIBRARY	17,974,980	11,954,103	15,932,902	17,821,569	
TOTAL LIBRARY EXPENSES	440,611	440,611	440,611	472,977	
TOTAL OPERATING EXPENSES WITH LIBRARY	18,415,591	12,394,714	16,373,513	18,294,546	-0.66%

NON-OPERATING EXPENSES

TOTAL CIP EXPENSES	320,500	16,985	81,138	391,500	
TOTAL FAR EXPENSES	903,550	304,621	435,062	930,600	
TOTAL PROJECT EXPENSES	17,897,350	5,104,125	8,379,263	32,809,730	
TOTAL DEBT EXPENSES	1,713,075	922,361	1,678,625	1,698,830	
TOTAL NON-OPERATING EXPENSES	20,834,475	6,348,091	10,574,088	35,830,660	
GRAND TOTAL ALL EXPENSES NO LIBRARY	38,809,455	18,302,194	26,506,990	53,652,229	38.25%
GRAND TOTAL ALL EXPENSES WITH LIBRARY	39,250,066	18,742,805	26,947,601	54,125,206	37.90%
NET OPERATING REV MINUS EXP	1,822,397	5,165,419	6,298,603	3,579,531	96.42%
NET NON-OPERATING REV MINUS EXP	(6,748,030)	(3,623,681)	(4,367,783)	(9,337,111)	38.37%
NET REV MINUS EXP EXCLUDING PROJECTS	8,021,717	6,245,684	6,787,055	2,505,075	-68.77%
NET ALL REVENUES MINUS ALL EXPENSES	(4,925,633)	1,541,738	1,930,819	(5,757,580)	

FY23 BUDGET REVENUES - BUDGET EXPENSES BY FUND

	GENERAL FUND 100	RESTRICTED CEM TRUST 110	LIGHT FUND 200	RESTRICTED ELEC PHASE II 210	WTR/SWR COMBINED 250	AMB FUND 300	PARKS & RECR 330	FIRE DEPT 360	IMRF FUND 400	POLICE PENSION 450	MFT FUND 500	TIF1 FUND 540	TIF2B FUND 560	TIF3 FUND 570	BUS DISTR FUND 595	SSA SP SVCS 590	DEBT SVC 600	TOTALS
REVENUES MINUS PROJECTS	4,486,250	8,000	9,827,525	0	4,192,925	1,086,695	451,300	169,600	598,680	580,125	345,290	0	1,195,410	270,100	72,000	150,110	183,665	23,617,674
EXPENSES MINUS PROJECTS	4,017,310	0	9,619,380	0	3,381,975	1,142,740	451,050	102,900	542,000	413,000	250,000	0	650,500	75,000	0	13,975	182,670	20,842,499
TOTAL REV-EXP NO PROJECTS	468,940	8,000	208,145	0	810,950	(56,045)	250	66,700	56,680	167,125	95,290	0	544,910	195,100	72,000	136,135	995	2,775,175
PROJECT REVENUES	0	0	3,000,000	4,500,000	10,276,975	0	0	0	0	0	0	0	0	6,500,000	0	0	0	24,276,975
PROJECT EXPENSES	610,030	0	5,826,115	4,500,000	11,000,000	0	0	0	0	0	280,000	0	3,379,700	7,213,885	0	0	0	32,809,730
TOTAL REV-EXP WITH PROJECTS	(141,090)	8,000	(2,617,970)	0	87,925	(56,045)	250	66,700	56,680	167,125	(184,710)	0	(2,834,790)	(518,785)	72,000	136,135	995	(5,757,580)

draw from line of
credit for coverage
of electric phase
II and use cash
available

gf cash
available

IEPA loan w/wtp
available

amb cash
available

draw from line of
credit (remainder left
after light fund) plus
includes \$4mil back
from Boeing

tj2b cash
available

	GENERAL FUND 100	RESTRICTED CEM TRUST 110	LIGHT FUND 200	RESTRICTED ELEC PHASE II 210	WTR/SWR COMBINED 250	AMB FUND 300	PARKS & RECR 330	FIRE DEPT 360	IMRF FUND 400	POLICE PENSION 450	MFT FUND 500	TIF1 FUND 540	TIF2B FUND 560	TIF3 FUND 570	BUS DISTR FUND 595	SSA SP SVCS 590	DEBT SVC 600	TOTALS
REV MINUS CIP/FAR/DEBT/PROJ	4,486,250	8,000	9,827,525	0	4,192,925	1,086,695	451,300	169,600	598,680	580,125	345,290	0	1,195,410	270,100	72,000	150,110	183,665	23,617,674
EXP MINUS CIP/FAR/DEBT/PROJ	3,358,690	0	8,623,380	0	3,158,910	906,640	423,050	100,400	542,000	413,000	250,000	0	45,500	0	0	0	0	17,821,569
AL REV-EXP NO CIP/FAR/DEBT/PROJ	1,127,560	8,000	1,204,145	0	1,034,015	180,055	28,250	69,200	56,680	167,125	95,290	0	1,149,910	270,100	72,000	150,110	183,665	5,796,105
CIP/FAR/DEBT/PROJ REVENUES	0	0	3,000,000	4,500,000	10,276,975	0	0	0	0	0	0	0	0	6,500,000	0	0	0	24,276,975
CIP/FAR/DEBT/PROJ EXPENSES	1,268,650	0	6,822,115	4,500,000	11,223,065	236,100	28,000	2,500	0	0	280,000	0	3,984,700	7,288,885	0	13,975	182,670	35,830,660
TOTAL REV MINUS EXP ALL	(141,090)	8,000	(2,617,970)	0	87,925	(56,045)	250	66,700	56,680	167,125	(184,710)	0	(2,834,790)	(518,785)	72,000	136,135	995	(5,757,580)

CITY OF MASCOUTAH
PROJECTS SHEET ONLY
ALL FUNDS & FUNDING

PROJECTS- ALL FUNDS

			Jan-22	Calculated	
			YTD	12/12's	
				shaded is	
				manual entry	
Budget22	Actual 22				Proposed Budget23

PROJECTS- STREETS; GEN FUND MONEY

						FY23 = \$75k (FY22 = \$60k in gf), applied for TAP grant to pay 80% but wait to put any budget in revenues until later after understand how we receive money. Also 20% of this project is in TIF3
100-50774	7300 N Jefferson ST - shared use path TIF3	60,000	0	0	75,000	
100-507	7300 L&N Railway Trail and Trailhead Engineering				126,030	
100-507	7300 Larkspur/Antique Drainage Improvements				24,000	
100-50775	7300 Perrottet \$150k	120,650	0	0	150,000	carry over from FY20
100-50776	7300 Tazanite \$24k	24,000	0	0	24,000	carry over from FY20
100-50771	7300 surface water 50/50 drainage, prop code maint	62,000	0	0	0	
	street eng/const shared with tif2b (\$700k applicable to tif2b) South St 2 blocks,					
100-50777	7300 Independence 1 block, John St 2 blocks	125,000	6,268	50,000	125,000	FY22 & FY21 street project shared with tif2b for engineering/construction on South St 2 blocks, Independence 1 block, John St 2 blocks)
100-50755	7300 multi-use path cmaq phase 1 berm	21,710	0	0	21,710	FY22 & FY21 - budget final payments for Berm trails if does not post this fiscal year. CMAQ Berm Trail - grant 80% 270160 in revenues (learned after budget that IDOT pays the contractor and then invoices the city for the 20% shared owed so the city does not need to budget any revenues with this project set up like this through idot.. Same for phase II with TIP funds but city pays 25% share)
100-50754	7300 mulit-use path phase 2 berm tip funds rev	23,990	0	0	23,990	
100-50769	7300 Poplar St Road - 6th to Railway	40,300	0	0	40,300	FY22 & FY21 - split \$65k with tif2b if have to pay LD's. FY20 - decided not to set up separate loan since general fund had the cash and the city could draw from the line of credit set up if need cash in future.
TOTAL PROJECT EXPENSES		477,650	6,268	50,000	610,030	

PROJECTS- LIGHT FUND

210-50720	7300 major electric phase II - fund 210 loan	4,950,000	760,665	1,114,420	4,500,000	In revenue have \$4,950,000 to draw, the rest the cities exp
200-50720	7300 electric phase II - fund 200 city exp	1,050,000	0	0	3,500,000	Use line of credit for this and Boeing costs, increase the line of credit and longer pay back time on electric phase II loan and line of credit
200-507	7300 Boeing - distribution system contract				2,311,115	
200-507	7300 IL Rt 4 lighting from Onyx to Big Ditch				15,000	8 lights
TOTAL PROJECT EXPENSES		6,000,000	760,665	1,114,420	10,326,115	

PROJECTS - WATER

250-50761	7300 water main replacement FY19	150,000	0	0	0	FY23 - take out for at least one year due to cash flow, Cast Iron main replacement
TOTAL PROJECT EXPENSES		150,000	0	0	0	

PROJECTS - SEWER						
250-50753-	7300 waste wtr trmnt plant facilty plan phase I	7,200,000	3,659,846	4,863,182	10,700,000	FY23 - wwtp projected to be completed Jan 2023, expecting some overages so can earmark \$1million of ARPA funds to cover this overage (or can finish sewer manhole linings in one area) but city has to have money to pay the wwtp loan too in future so need to deal with rates. FY22 budget for start of constr and eng
250-50764	7300 Lakeside Estates Subdivision Liftstation	100,000	67,829	67,830		
250-50751-	7300 mahole & pipe shared w/ tif2b	300,000	102,617	110,000	300,000	Manhole Linings (RJN study shows immediate action items \$351k, high priority \$460, medium priority \$775k so plan over next several fiscal years)
TOTAL PROJECT EXPENSES		7,600,000	3,830,292	5,041,012	11,000,000	

PROJECTS - MFT						
500-507	ADA/sidewalk, ramp repair				100,000	Budget Guidance - sidewalk ADA etc
500-507	Rebuild IL - S County Rd & McKinley St Reconstruction	60,000	(94,111)	0	150,000	FY23 - Rebuild IL - S County Rd eng, city received 3 pmts \$94,111 over past 2 fiscal years to use (\$725,000 construction + \$72,500 inspection)
500-507	Onyx Drive				30,000	FY23 - start engineering
TOTAL PROJECT EXPENSES		60,000	(94,111)	0	280,000	

PROJECTS - PARK						
330-50750	7300					
330-50751	7300 Scheve Park North Grading & Seeding (Park E:	75,000	75,570	75,570	0	
330-507	Prairie Lakes Park Paving	130,000	0	120,000	0	
TOTAL PROJECT EXPENSES		205,000	75,570	195,570	0	

PROJECTS - TIF2B FUND						
560-50764	7300 Poplar St from Railway to Jefferson	24,700	0	0	24,700	FY23 & FY22 split \$65k w/ gf if have to pay LD's
560-50757-	7300 Rt4 & 177/Main Street Intersection	30,000	29,434	29,434	0	will have money coming back for this project from CMAQ or IDOT
560-50761-	7300 tif2b façade grant program	30,000	6,749	6,750	30,000	continued program
560-50777	7300 Independence 1 block, John St 2 blocks,	875,000	33,817	33,817	875,000	split with gf
560-50751-	7300 manhole & pipe & sewer lines	250,000	102,617	102,620	250,000	
560-50768	7300 Lebanon St reconstruction-eng	2,000,000	3,108	3,108	2,200,000	
560-50769	7300 Market and State Streets	175,000	131,831	131,831	0	
TOTAL PROJECT EXPENSES		3,384,700	307,556	307,560	3,379,700	

PROJECTS - TIF3						
	N Jefferson St - shared use path - gf 80% tif3					
	20% - applied for grant	20,000	0	0	25,000	applied for grant
	IL Rt 4 watermain extension		60,963	63,390	500,000	
	Boeing contract - \$11mil		156,922	1,607,310	6,688,885	get \$4mil back from Boeing + will borrow the rest of the line of credit, contract = 10,937,464 minus what we paid this year (If pays 2,311,115 of the contract)
TOTAL PROJECT EXPENSES		20,000	217,885	1,670,700	7,213,885	

TOTAL PROJECT EXPENSES ALL	17,897,350	5,104,125	8,379,262	32,809,730
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CITY OF MASCOUTAH
CIP/FAR ONLY
ALL FUNDS & FUNDING

8200	CAPITAL IMPROVEMENTS	Calculated			
8500	FIXED ASSET REPLACEMENT	Jan-22	12/12's		
		YTD	shaded is	Proposed	
		Budget22	Actual 22	manual entry	Budget23
8200 CAPITAL IMPROVEMENTS					
ADMIN					
		0	0	0	0
ADMIN/PLANNING					
		0	0	0	0
POLICE					
	vehicles	50,000	(2,700)	48,000	85,000
	radar	3,000	464	2,000	3,000
	K9	4,000	583	2,500	4,000
	rolling bridge jack-fleet, split pol/ems/lf/ws	0	0	0	2,000
FY23 - asking for two vehicles due to mileage and rotation/maint schedule, can finance or purchase, also have \$13,600 to use from sale of old Durango. FY22 - asked for one truck and one suv due to mileage so high and one old dodge too, purchased one.. FY21 added 1 SUV ford explorer paid in full and equip for it					
NOTE: FY24 body cameras will be mandated and will look for grant to help with it. Because of this we need to budget for rifles and radios in FY23 so these are not necessary					
AMB					
	rolling bridge jack-fleet, split			0	2,000
CEM					
		0	0	0	0
MAINT					
		0	0	0	0
PARK					
	bat wing deck mower	0	0	0	20,000
FY23 might need bat wing deck mower and maybe split with maint or streets, took out of FY22 budget					
		0	0	0	
LEU					
	misc	4,000	0	0	
POOL					
		0	0	0	0
STREETS					
	used dozer	25,000	0	10,000	0
FY22 using this for snow pusher 10k					
	service truck for Chris for fleet - gf or split?	0	0	0	50,000
need to use for utility/service truck					
ELECT PROD/FLEET					
	rolling bridge jack-fleet, split pol/ems/lf/ws			750	
split- police, ems, lf, ws --- maybe get this yr					
				0	
FY23 put \$50k under streets for gf to pay for fleet utility truck or split lf need to also					
				0	
FY23 - asked for tire balancer \$21k but will wait until next fiscal for this and it can be split between departments too					
ELECT DIST					
				0	
FY23 - asked for easement machine \$225k but put off and have to borrow if needed					
	rolling bridge jack-fleet, split pol/ems/lf/ws			750	
	bucket truck	220,000	0	0	220,000
FY23 - did not get the additional line truck in so have to remain in budget from FY22					

ALL FUNDS & FUNDING

8200	CAPITAL IMPROVEMENTS	Calculated			
8500	FIXED ASSET REPLACEMENT	Jan-22	12/12's		
		YTD	shaded is	Proposed	
		Budget22	Actual 22	manual entr	Budget23
WATER					
	trailer split w/s to haul mini excavator	6,000	8,069	8,069	
	rolling bridge jack-fleet, split pol/ems/lf/ws				750
SEWER					
	trailer split w/s to haul mini excavator	6,000	8,069	8,069	
	rolling bridge jack-fleet, split pol/ems/lf/ws				750
					0
					0
SEWER PLANT					
		0	0	0	0
futre needs with new wwtp.					
FIRE					
	misc far	2,500	2,500	2,500	2,500
total all capital improvement					
		320,500	16,985	81,138	391,500
total general fund CIP					
		82,000	(1,653)	62,500	144,000
total electric fund CIP					
		220,000	0	0	221,500
total water/sewer fund CIP					
		12,000	16,138	16,138	1,500
total amb fund CIP					
		0	0	0	2,000
total parks & rec fund CIP					
		4,000	0	0	20,000
total fire dept fund CIP					
		2,500	2,500	2,500	2,500
total calculation check					
		320,500	16,985	81,138	391,500
total check with snapshot					
		320,500	16,985	81,138	391,500

CITY OF MASCOUTAH
CIP/FAR ONLY
ALL FUNDS & FUNDING

8200	CAPITAL IMPROVEMENTS		Calculated			
8500	FIXED ASSET REPLACEMENT		Jan-22	12/12's		
			YTD	shaded is	Proposed	
		Budget22	Actual 22	manual entry	Budget23	
8500 FIXED ASSET REPLACEMENT						
ADMIN	computers/tech equip	10,000	0	10,000	10,000	computers, rotate replacements, 100-50101-8502
POLICE	tasers	3,500	0	3,000	3,500	FY23 tasers replaced on rotation
	computers	10,500	0	10,200	10,000	FY23 - computers new and replaced, FY22 used computer money for rifles so do not need in future
	vests \$6000 + guns \$1500	7,000	3,530	7,000	7,500	FY23 bullet proof vests 6000 & hand guns \$1500, FY22 - ordered rifles and waiting for them to come in plus get more \$4000, For budget line purposes this includes both vests 3000 + rifles 4000 (will make separate numbers for general ledger purchase orders)
	portable and mobile radios	8,800	0	8,000	42,500	FY23 ordering bulk to eliminate rotating process (saves money in long run) FY22 rotating radios
AMB	Lifearm CPR Device (Lucas Device)	0	0	0	15,000	
	radios replaced, carpet and mattress	5,000	0	5,000	16,100	FY23 get at least two or more if get in bulk purchase, FY22 used this for carpet and mattress since did radio bulk purchase in FY23
	ambulance	0	0	0	170,000	FY22/23 need to replace old ambulance, already council approved so can order
	stretcher	0	0	0	28,000	FY22/23 need to replace old stretcher, already council approved so can order
	misc	5,000	0	5,000	5,000	FY22 bariatric LBS board 2278.40, scoop stretchers 2800
CEM	mobile mats	0	0	0	0	add next year if need
MAINT	air units	20,000	0	20,000	90,000	FY23 - bid for units that must be replaced. note: put this in each year and maybe more since units have been needing upgrade and do not want to put more money into maint for these old units
	maint van, used	30,750	31,660	31,660	0	
PARK	general park replace equip	2,000	0	2,000	2,000	330-50401-8501
	Park Grant Match- Maple Park bathrooms	(15,770)		0	0	FY22 - received grant money Maple Park Bathrooms
LEU		0	0	0	0	
POOL	misc as specified	6,000	0	6,000	6,000	
STREETS	service truck 3/4 ton				65,000	replaces 1/2 ton and use that for part-time vehicle
	pelican mechanical sweeper	155,000	143,409	143,409	0	
ELEC PROD/FLEET		0	0	0	0	

CITY OF MASCOUTAH
CIP/FAR ONLY
ALL FUNDS & FUNDING

		Budget22	Actual 22	Calculated 12/12's shaded is YTD manual entry	Proposed Budget23	
8200	CAPITAL IMPROVEMENTS					
8500	FIXED ASSET REPLACEMENT					
ELEC DIST						
	park substation impr	200,000	134,763	134,763	0	
	led lt fixture	25,000	0	22,000	25,000	
	164 overhead line crossing				60,000	
	AMI METERING WAVE 1 OF ?, SPLIT L/W/S	100,000	0	0	100,000	FY23 - continue ami metering, will not be able to pay FY22 as planned

WATER						
	trench box split w/s	7,500	3515	3,515		
	AMI METERING WAVE 1 OF ?, SPLIT L/W/S	50,000	0	0	50,000	FY23 - keep this in FAR, will not get to pay for any in current fiscal year due to delay, FY 22 starting up north by Haydens and bring down and map out to read ami meters and read all meters too, can gradually change meters because of this

SEWER	AMI Metering wave 1 of ?, split l/w/s	50,000	0	0	50,000	FY23 - keep this in FAR, will not get to pay for any in current fiscal year due to delay, FY 22 starting up north by Haydens and bring down and map out to read ami meters and read all meters too, can gradually change meters because of this
	trench box split w/s	7,500	3515	3,515		
	raised manholes	25,000	0	20,000		

SEWER PLANT						
		0	0	0	0	

FIRE		0	0	0	0	
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TIF2b	reconductor Lebanon St	175,000	0	0	175,000	
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	total all fixed asset replacements	903,550	304,622	435,062	930,600	
	total general fund FAR	245,550	178,599	233,269	228,500	
	total electric fund FAR	325,000	134,763	156,763	185,000	
	total water/sewer fund FAR	140,000	7,030	27,030	100,000	
	total amb fund FAR	10,000	0	10,000	234,100	
	total parks & rec fund FAR	8,000	(15,770)	8,000	8,000	
	total tif2b fund FAR	175,000	0	0	175,000	
	total fire dept fund FAR	0	0	0	0	
	total calculation check	903,550	304,622	435,062	930,600	
	total check with snapshot	903,550	304,621	435,062	930,600	

ORDINANCE NO. 22-__

ANNUAL BUDGET ORDINANCE FOR THE FISCAL YEAR
2022 ----- 2023

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

SECTION 1: That there be and is hereby budgeted for Municipal purposes for the City of Mascoutah, in the County of St. Clair, State of Illinois, for the fiscal year commencing on the first day of May 2022, and ending on the thirtieth day of April 2023, **the sum of fifty-four million, one hundred twenty-five thousand, two hundred six dollars (\$54,125,206)** distributed for purposes as described in *Attachment "A"* to this ordinance. This budget is adopted under the State of Illinois' Budgeting System.

SECTION 2: That the balance on hand in the various funds budgeted for the fiscal year ending on the thirtieth day of April 2022 are hereby returned to the respective funds for redistribution.

SECTION 3: This Ordinance is effective immediately and shall go into full force May 1st, 2022, or at the earliest time as may be legal under state law.

Passed this 18th day of April, 2022, on the following roll call vote:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Pat McMahan	_____	_____	_____	_____
John Weyant	_____	_____	_____	_____
Wally Battas	_____	_____	_____	_____
Nick Seibert	_____	_____	_____	_____
Doug Elbe	_____	_____	_____	_____

Mayor

ATTEST:

City Clerk
(Seal)

Attachment B

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Kari Speir – Assistant City Manager

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

MEETING DATE: April 4, 2022

REQUESTED ACTION:

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

BACKGROUND & STAFF COMMENTS:

Electric Rates

For the upcoming Fiscal Year 2022-2023, the Finance Committee and staff are recommending an increase for electric rates. This increase is due to project costs and increased pricing in supplies. There has been no increase in electric rates since 2016.

This fiscal year, recommendation is to increase the base customer charge only on all rate classes. There will be no increase to the energy charge for usage for this fiscal year. The customer charge for electric will be increased \$6.50 per month for each customer class as follows:

	Current Rate	Proposed Rate
Residential	\$9.50	\$16.00
Electric Heat	\$12.50	\$19.00
Small Power Commercial	\$17.00	\$23.50
Large Power Commercial	\$130.00	\$136.50

The attached ordinance changes the electric customer charge for the upcoming FY22-23.

Water/Sewer Rates

For the upcoming Fiscal Year 2022-2023, the Finance Committee and staff are recommending an increase for water/sewer rates. This increase is due to the Wastewater Treatment Plant expansion project and increased project costs due to upgrades from EPA regulations for the plant and lift stations along with increased pricing in supplies and increased water purchased costs.

Last fiscal year the City increased the water/sewer rates by the current CPI rate of 0.97%; but increased the sewer base charge to a flat \$25.00. This fiscal year, recommendation is to follow the City ordinance to increase the water/sewer rates and base charges by the current CPI rate of 5.82% per month; but increase the sewer base charge to a flat \$27.50.

The IEPA loan payment for the plant expansion is projected to be \$759,575 annually (based on a \$13,601,000 20-year loan with interest rate of 1.15%). Revenues generated from these past two

years of rate increases will be evaluated during future fiscal years to determine the need for additional rate increases in the coming years to fund the loan payment.

The attached ordinance changes the water/sewer rates for the upcoming FY22-23.

Attached is a spreadsheet showing the average bill increase per household and history of rate changes for electric, water and sewer.

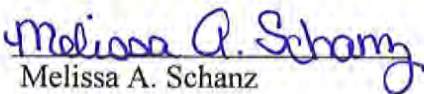
RECOMMENDATION:

Council approval of Ordinances, as attached.

SUGGESTED MOTION:

I move that the City Council approve and adopt Ordinance 22-____, thereby modifying Chapter 11, Electric System, Article 1, General Regulations, Section 1; and approve and adopt Ordinance No. 22-____, thereby modifying Chapter 38, Article 4 Division 2 Water Rates, Section 12 and Division 3 Sewer Rates, Section 31.

Prepared By:


Melissa A. Schanz
City Clerk

Approved By:


Kari Speir
Assistant City Manager

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

TOTAL INCREASED COST ESTIMATE FOR ALL UTILITIES USING WATER 5.82% AS PER ORDINANCE + SEWER 5.82% BUT INCREASE FACILITY CHARGE AS RECOMMENDED BY FINANCE COMMITTEE \$2.50 + ELECTRIC FACILITY CHRG VARIATIONS

Household difference water overall, using cpi 5.82% follow current ordinance				
Senior	\$	3.19		
1 person	\$	3.58		
2 people	\$	5.16		
4 people	\$	8.31		
5 people	\$	9.89		

Household difference sewer overall, using cpi 5.82% follow current ordinance for usage and incr facility charge to \$27.50 from \$25.00 as recommended by finance committee				
Senior	\$	4.23		
1 person	\$	4.63		
2 people	\$	6.20		
4 people	\$	9.36		
5 people	\$	10.93		

Electric increase with facility charge only variations as requested				
15.00				
Senior	\$	5.50		
1 person	\$	5.50		
2 people	\$	5.50		
4 people	\$	5.50		
5 people	\$	5.50		

Electric increase with facility charge only variations as requested				
15.50				
Senior	\$	6.00		
1 person	\$	6.00		
2 people	\$	6.00		
4 people	\$	6.00		
5 people	\$	6.00		

Electric increase with facility charge only variations as requested				
16.00				
Senior	\$	6.50		
1 person	\$	6.50		
2 people	\$	6.50		
4 people	\$	6.50		
5 people	\$	6.50		

Electric increase with facility charge only variations as requested				
16.50				
Senior	\$	7.00		
1 person	\$	7.00		
2 people	\$	7.00		
4 people	\$	7.00		
5 people	\$	7.00		

Household total for water/sewer/electric with electric facility charge \$15.00				
Senior	\$	12.92		
1 person	\$	13.71		
2 people	\$	16.86		
4 people	\$	23.17		
5 people	\$	26.32		

Household total for water/sewer/electric with electric facility charge \$15.50				
Senior	\$	13.42		
1 person	\$	14.21		
2 people	\$	17.36		
4 people	\$	23.67		
5 people	\$	26.82		

Household total for water/sewer/electric with electric facility charge \$16.00				
Senior	\$	13.92		
1 person	\$	14.71		
2 people	\$	17.86		
4 people	\$	24.17		
5 people	\$	27.32		

Household total for water/sewer/electric with electric facility charge \$16.50				
Senior	\$	14.42		
1 person	\$	15.21		
2 people	\$	18.36		
4 people	\$	24.67		
5 people	\$	27.82		

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

Current Rates: Water \$ 0.00653 Sewer \$ 0.00682

	Gallons	Water Base	Water Usage	Water Municipal Tx	Sewer Facility	Sewer Usage	Total W/S Portion
Senior	1500	\$ 9.18	\$ 9.80	\$ 0.57	\$ 25.00	\$ 10.23	\$ 54.77
1 person	2000	\$ 9.18	\$ 13.06	\$ 0.67	\$ 25.00	\$ 13.64	\$ 61.55
2 people	4000	\$ 9.18	\$ 26.12	\$ 1.06	\$ 25.00	\$ 27.28	\$ 88.64
4 people	8000	\$ 9.18	\$ 52.24	\$ 1.84	\$ 25.00	\$ 54.56	\$ 142.82
5 people	10000	\$ 9.18	\$ 65.30	\$ 2.23	\$ 25.00	\$ 68.20	\$ 169.91

Proposed Rates: Water \$ 0.00691 Sewer \$ 0.00722

	Gallons	Water Base	Water Usage	Water Municipal Tx	Sewer Facility	Sewer Usage	Total W/S Portion
Senior	1500	\$ 9.71	\$ 10.37	\$ 0.60	\$ 26.46	\$ 10.83	\$ 57.96
1 person	2000	\$ 9.71	\$ 13.82	\$ 0.71	\$ 26.46	\$ 14.43	\$ 65.13
2 people	4000	\$ 9.71	\$ 27.64	\$ 1.12	\$ 26.46	\$ 28.87	\$ 93.80
4 people	8000	\$ 9.71	\$ 55.28	\$ 1.95	\$ 26.46	\$ 57.74	\$ 151.13
5 people	10000	\$ 9.71	\$ 69.10	\$ 2.36	\$ 26.46	\$ 72.17	\$ 179.80

Household difference

Senior	\$ 3.19
1 person	\$ 3.58
2 people	\$ 5.16
4 people	\$ 8.31
5 people	\$ 9.89

cpi figures: Annual
2020 233,999
2021 247,628

notes:
WWTP = IEPA LOAN FOR \$13,601,000 MILLION @ 1.15% 20 years
increase in project cost of \$5 million
city will have to pay overage costs approx \$3 million
payments now approx \$759,575 annually
increase per customer figures:
759,575 / 12 months = 63,297.92 \$ 63,297.92
63,297.92 / 3598 customers = 17.59253
need to increase \$17.59/month per cust (incr \$5 FY2122, propose to incr \$2.50 FY2223)

notes:
if increase residential water base 5.82% will increase water base revenues approx \$23,215
using residential customers x base rate (3650 cust x rate diff x 12 mo)
if increase residential sewer base 5.82% will increase sewer base revenues approx \$63,035 = \$26.46 facility charge
using residential customers x base rate (3598 cust x rate diff x 12 mo)
note: if increase sewer facility charge to \$27.50/mo this will incr rev approx \$107,940, finance committee recommended the \$27.50 so that is the number in the revenues budget.

if increase water and sewer charges for service residential 5.82% will increase revenue approx \$134,000
for each using residential customers x average usage charges for service posted to gl
and using the 12/12's ratio calculations

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

Current Rates: Water \$ 0.00653 Sewer \$ 0.00682

	Gallons	Water Base	Water Usage	Water Municipal Tx	Sewer Facility	Sewer Usage	Total W/S Portion
Senior	1500	\$ 9.18	\$ 9.80	\$ 0.57	\$ 25.00	\$ 10.23	\$ 54.77
1 person	2000	\$ 9.18	\$ 13.06	\$ 0.67	\$ 25.00	\$ 13.64	\$ 61.55
2 people	4000	\$ 9.18	\$ 26.12	\$ 1.06	\$ 25.00	\$ 27.28	\$ 88.64
4 people	8000	\$ 9.18	\$ 52.24	\$ 1.84	\$ 25.00	\$ 54.56	\$ 142.82
5 people	10000	\$ 9.18	\$ 65.30	\$ 2.23	\$ 25.00	\$ 68.20	\$ 169.91

Proposed Rates: Water \$ 0.00691 Sewer \$ 0.00722

	Gallons	Water Base	Water Usage	Water Municipal Tx	Sewer Facility	Sewer Usage	Total W/S Portion
Senior	1500	\$ 9.71	\$ 10.37	\$ 0.60	\$ 27.50	\$ 10.83	\$ 59.01
1 person	2000	\$ 9.71	\$ 13.82	\$ 0.71	\$ 27.50	\$ 14.43	\$ 66.17
2 people	4000	\$ 9.71	\$ 27.64	\$ 1.12	\$ 27.50	\$ 28.87	\$ 94.84
4 people	8000	\$ 9.71	\$ 55.28	\$ 1.95	\$ 27.50	\$ 57.74	\$ 152.18
5 people	10000	\$ 9.71	\$ 69.10	\$ 2.36	\$ 27.50	\$ 72.17	\$ 180.85

Household difference

Senior	\$ 4.23
1 person	\$ 4.63
2 people	\$ 6.20
4 people	\$ 9.36
5 people	\$ 10.93

Water Base Charge History		Sewer Facility Charge History	
10/2/1989	\$ 4.53		
2/21/1995	\$ 5.66		
4/1/1996	\$ 8.04		
4/15/1996	\$ 6.42		
3/15/1999	\$ 6.42		
12/1/2003	\$ 7.42		
FY0708	\$ 7.62		
FY0809	\$ 7.62		
FY0910	\$ 7.89		
FY1011	\$ 7.97		
FY1112	\$ 7.97		
FY1213	\$ 7.97		
FY1314	\$ 7.97		
FY1415	\$ 8.08		
FY1920	\$ 8.25	incr as ordinance states cpi rate	
FY2021	\$ 8.37	incr as ordinance states cpi rate	
FY2122	\$ 9.18	incr as ordinance states cpi rate	
FY2223	\$ 9.71	incr as ordinance states cpi rate	

Electric Rates - residential			
	usage		base
FY0506	0.053		\$ 6.10
FY0607	0.0579		\$ 6.65
FY0708	0.0619		\$ 7.71
FY0809	0.0636		\$ 7.92
FY0910	0.0658	3.50%	\$ 8.20
FY1011	0.0668	1.50%	\$ 8.32
FY1112	0.0678	1.50%	\$ 8.32
FY1617	0.0664		\$ 9.50
FY2223	0.0703		\$ 16.00 flat \$

Water Rates (residential in-town) & per 1000 gallons		Sewer Rates	
FY0506	\$ 2.98		\$ 4.36
FY0607	\$ 4.17		\$ 5.32
FY0708	\$ 5.00		\$ 5.32
FY0809	\$ 5.14		\$ 5.46
FY0910	\$ 5.32		\$ 5.66
FY1011	\$ 5.59		\$ 5.83
FY1112	\$ 5.67		\$ 5.92
FY1213	\$ 5.67		\$ 5.96
FY1314	\$ 5.67		\$ 5.92
FY1415	\$ 5.75		\$ 6.00
FY1920	\$ 5.87	incr as ordinance states cpi rate	\$ 6.13
FY2021	\$ 5.95	incr as ordinance states cpi rate	\$ 6.22
FY2122	\$ 6.53	incr as ordinance states cpi rate	\$ 6.82
FY2223	\$ 6.91	incr as ordinance states cpi rate	\$ 7.22

ORDINANCE NO. 22-__

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

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

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

SECTION 2: This ordinance shall be in full force and effect May 1, 2022, 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 McMahan, seconded by Councilman Baker,
adopted on the following roll call vote on the 18th day of April, 2022, 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>
John Weyant	—	—	—
Walter Battas	—	—	—
Nick Seibert	—	—	—
Doug Elbe	—	—	—
Pat McMahan	—	—	—

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 18th
day of April, 2022.

ATTEST:

Mayor

City Clerk
(SEAL)

Attachment B

ELECTRIC SYSTEM
ARTICLE I. GENERAL REGULATIONS

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

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

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

(1) Customer Charge ~~\$9.50~~ **\$16.00** per month in FY ~~21-2222-23~~.

(2) Energy Charge For all KW-HR – 6.64 cents per KW-HR in FY ~~21-2222-23~~.

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

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

First 4,500 KW hrs. used per month – 7.64 cents per KW hr. in FY ~~21-2222-23~~.

Over 4,500 KW hrs. used per month – 6.94 cents per KW hr. in FY ~~21-2222-23~~.

The customer charge shall be ~~\$17.00~~ **\$23.50** per month. This rate is applicable to stores, shops, garages, depots, public halls, hospitals, mills, factories, pool rooms, taverns, soft drink parlors and other places of business, public resort or amusement.

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

(c) *Large power rate—Rate 3.*

First 4,500 KW hrs. used per month – 7.55 cents per KW hr. in FY ~~21-2222-23~~.

Over 4,500 KW hrs. used per month – 6.81 cents per KW hr. in FY ~~21-2222-23~~.

The customer charge shall be ~~\$17.00~~ **\$23.50** per month.

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

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

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

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

- First 200 KWH per KW of billing demand— \$.0415 per KWH in FY ~~21-2222-23~~.
- Over 200 KWH per KW of billing demand—\$.0130 per KWH in FY ~~21-2222-23~~.
- Customer charge—~~\$130.00~~ **\$136.50** in FY ~~21-2222-23~~.
- Demand charge per KW—\$9.15 in ~~21-2222-23~~.

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

First 100 KW hrs. used per month – 7.44 cents per KW hr. in FY ~~21-2222-23~~.
Next 700 KW hrs. used per month – 6.94 cents per KW hr. in FY ~~21-2222-23~~.
Over 800 KW hrs. used per month – 5.44 cents per KW hrs. in FY~~21-2222-23~~.

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

Customer Charge - ~~\$12.50~~ **\$19.00** per month.

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

First 5,000 KW hrs. used per month – 7.64 cents per KW hr. in FY ~~21-2222-23~~.
Next 20,000 KW hrs. used per month – 6.57 cents per KW hr. in FY ~~21-2222-23~~.
All over 25,000 KW hrs. used per month – 5.78 cents per KW hr. in FY ~~21-2222-23~~.

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

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

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

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

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

(2) *Rates.*

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

FY 21-2222-23

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

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

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

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

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

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

FY 21-2222-23

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

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

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

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

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

ORDINANCE NO. 22-__

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

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

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

SECTION 2: This ordinance shall be in full force and effect May 1, 2022, 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 Weyant, seconded by Councilman
McMahan, adopted on the following roll call vote on the 18th day of April, 2022, 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>
John Weyant	—	—	—
Walter Battas	—	—	—
Nick Seibert	—	—	—
Doug Elbe	—	—	—
Pat McMahan	—	—	—

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 18th
day of April, 2022.

ATTEST:

Mayor

City Clerk
(SEAL)

Attachment C

DIVISION 2. WATER RATES

Sec. 38-4-12. Water rates.

There shall be established the following rates and charges for the use of the water system of the city, based upon the amount of water consumed as follows:

- (a) Water rates inside city.
 - i. FY ~~21-2222-23~~
~~\$9.18~~ **\$9.71** per month facilities charge (base charge)
~~\$6.53~~ **\$6.91** per 1,000 gallons per month usage fee
- (b) Water rates outside city. (Calculated as twice the in-town rate)
 - i. FY ~~21-2222-23~~
~~\$18.36~~ **\$19.42** per month facilities charge (base charge)
~~\$13.06~~ **\$13.82** per 1,000 gallons per month usage fee

DIVISION 3. SEWER RATES

Sec. 38-4-31. User charge system.

Every person whose premises are served by the authority will be charged for the sewer services provided through a facility charge and service charges.

Facility charges are directed at wastewater plant and collection facility hardware. Service charges are directed at a basic charge based on the water meter readings, or if available, a discharge metering device approved by the authority, and said basic charges shall be as follows and are levied to defray the cost of operation and maintenance and replacement of the treatment works:

Sewer Rates inside City

- (a) Facility charge.
 - i. FY ~~21-2222-23~~. The total facility charge rate shall be ~~\$25.00~~ **\$27.50** per month.
- (b) Service charge.
 - i. FY ~~21-2222-23~~. The service charge shall be ~~\$6.82~~ **\$7.22** per 1,000 gallons metered.
 - ii. Service charges shall be for operation, maintenance, replacement costs, and may be used for debt service recovery.
- (c) Sewer service outside the city. All charges for use of sewer connections where water is supplied thereto by the authority subject to the special provisions herein shall be as follows:
 - a. A facility charge for users outside of the city shall be:
 - i. ~~\$50.00~~ **\$55.00** per month in FY ~~21-2222-23~~.

- ii. This rate shall apply as a facility charge so long as the sewer connection is in service and regardless whether or not water is used during said period, and which facility charge shall entitle the user to continue use.
- b. Service charges shall be at the rate of:
 - i. ~~\$13.64~~ **\$14.44** in FY~~21-22~~**22-23** plus a surcharge of the same amount per 1,000 gallons of water metered.
- c. The rate in subsection (b) above shall apply to the amount of water passing through the water meter except when an approved discharge metering system is utilized. In this case the rate shall apply to that water discharged to the system.
- d. When the user (outside the city) does not receive water provided by the city, provisions for accurate sewer metering will be required.

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

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

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

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

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Kari Speir – Assistant City Manager
SUBJECT: **Commitment for \$5,500,000 Revolving Line of Credit – Resolution of Authorization for Signing of Loan Documents**

MEETING DATE: April 4, 2022

REQUESTED ACTION:

Approval of a resolution authorizing the Mayor to sign the loan documents for the commitment of a \$5,500,000.00 revolving line of credit. This line of credit will replace the current \$3.5 million line of credit.

BACKGROUND & STAFF COMMENTS:

The City is opening a line of credit with Citizens Community Bank, Mascoutah, Illinois for \$5,500,000 as discussed throughout the budget process. This will pay for some projects as approved in the FY22/23 Budget. Following are the terms of the loan:

Loan Amount: \$5,500,000

Line of Credit – 36 months, unsecured

3.20% fixed rate

Payments – quarterly interest payments with principal due at maturity (6year repayment term).

No pre-payment penalty

A Resolution is required to authorize the Mayor to sign the loan documents.

RECOMMENDATION:

Council approval of resolution.

SUGGESTED MOTION:

I move that the Council approve and adopt Resolution No. 21-22-____, Resolution of Authorization for Signing of Loan Documents for the Line of Credit with Citizens Community Bank, Mascoutah, Illinois.

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

Approved By: Kari Speir
Kari Speir, Assistant City Manager

Attachments: A – Resolution

RESOLUTION NO. 21-22-__

**A RESOLUTION OF THE CITY OF MASCOUTAH, ILLINOIS, TO
AUTHORIZE THE SIGNING OF LOAN DOCUMENTS**

WHEREAS, the City of Mascoutah wishes to obtain a revolving line of credit,

WHEREAS, the City of Mascoutah accepted the terms offered by Citizens Community Bank for a line of credit in the amount of \$5,500,000.00.

**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 execute any and all documents necessary to secure a revolving line of credit with Citizens Community Bank in the amount of \$5,500,000.00.

SECTION 2: This Resolution shall take affect immediately upon its passage.

Passed and approved by the Mascoutah Mayor and City Council this 4th day of April, 2022.

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council

FROM: Kari Speir – Assistant City Manager

SUBJECT: **Commitment for \$1,500,000 Revolving Line of Credit – Resolution of Authorization for Signing of Loan Documents**

MEETING DATE: April 4, 2022

REQUESTED ACTION:

Approval of a resolution authorizing the Mayor to sign the loan documents for the commitment of a \$1,500,000.00 revolving line of credit.

BACKGROUND & STAFF COMMENTS:

The City is opening a line of credit with First Federal Savings Bank, Mascoutah, Illinois for \$1,500,000 as discussed throughout the budget process. Following are the terms of the loan:

Loan Amount: \$1,500,000
Line of Credit – 36 months, unsecured
3.25% fixed rate
Payments – quarterly interest payments with principal due at maturity
No pre-payment penalty

A Resolution is required to authorize the Mayor to sign the loan documents.

RECOMMENDATION:

Council approval of resolution.

SUGGESTED MOTION:

I move that the Council approve and adopt Resolution No. 21-22-____, Resolution of Authorization for Signing of Loan Documents for the Line of Credit with First Federal Savings Bank, Mascoutah, Illinois.

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

Approved By: Kari O. Speir
Kari Speir, Assistant City Manager

Attachments: A – Resolution

RESOLUTION NO. 21-22-__

**A RESOLUTION OF THE CITY OF MASCOUTAH, ILLINOIS, TO
AUTHORIZE THE SIGNING OF LOAN DOCUMENTS**

WHEREAS, the City of Mascoutah wishes to obtain a revolving line of credit,

WHEREAS, the City of Mascoutah accepted the terms offered by First Federal Savings Bank for a line of credit in the amount of \$1,500,000.00.

**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 execute any and all documents necessary to secure a revolving line of credit with First Federal Savings Bank in the amount of \$1,500,000.00.

SECTION 2: This Resolution shall take affect immediately upon its passage.

Passed and approved by the Mascoutah Mayor and City Council this 4th day of April, 2022.

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & City Council

FROM: Kari Speir – Assistant City Manager

SUBJECT: **Code Change – PSEBA Claims Administrative Procedures
(Second Reading)**

MEETING DATE: April 4, 2022

REQUESTED ACTION:

Council approval and adoption of an Ordinance to amend the City Code of Ordinances amending the administrative procedures for assessing and determining claims under PSEBA.

BACKGROUND & STAFF COMMENTS:

Council approved an ordinance establishing the administrative procedures for assessing and determining claims under the Public Safety Employee Benefits Act (PSEBA) June 4, 2018. Since that time, challenges to the ordinance have been filed in a number of jurisdictions. At this time, IML is recommending municipalities that adopted the procedures consider amendments to the ordinance to address issues raised in those challenges.

In response to input from a number of municipalities, IML has drafted proposed amendments to repeal the definitions from the Ordinance.

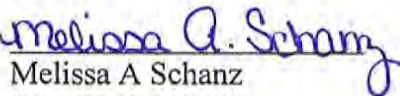
RECOMMENDATION:

Council approval and adoption of ordinance.

SUGGESTED MOTION:

I move that the Council approve and adopt Ordinance No. 22-___, amending Chapter 30 – Public Safety, amending Article VI – Administrative Procedure for Assessing and Determining Claims Under PSEBA.

Prepared By:


Melissa A Schanz
City Clerk

Approved By:


Kari Speir
Assistant City Manager

Attachments: A – Ordinance

ORDINANCE NO. 22-__

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF MASCOUTAH ESTABLISHING AN ADMINISTRATIVE PROCEDURE FOR
ASSESSING AND DETERMINING CLAIMS UNDER PSEBA**

WHEREAS, the City of Mascoutah (the City) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to its Constitutional home rule powers, the City has authority to “perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare” (IL Const art. 7 § 6) by adopting ordinances and promulgating rules and regulations that pertain to its government and affairs that protect the public health, safety, and welfare of its citizens; and

WHEREAS, in enacting home rule authority, the Sixth Illinois Constitutional Convention established legislative intent and authority for home rule municipalities, noting “a liberal construction [of home rule authority] shall be given to the powers of local government units” (July 23, 1970) (statement of Ralph Dunn); and

WHEREAS, the Constitutional Convention established the constitutional intent of home rule authority as follows “why should they [municipalities] get home rule power? Because they’re closer to the citizens; they’re more responsive . . . We want to encourage people at the local level to meet new and expanding responsibilities” (July 23, 1970) (statement of John G. Woods); and

WHEREAS, in examining the grant of home rule authority in the Illinois Constitution, Illinois courts have noted that the “intentionally imprecise language grants local governmental units ‘the broadest powers possible’” *Palm v. 2800 Lake Shore Drive Condominium Ass’n*, 2013 IL 110505 ¶ 108; and

WHEREAS, in line with the Constitutional Convention’s stated intent, Illinois courts have interpreted home rule authority broadly in the face of judicial activism, “the intent and purpose of the home rule provisions in the Illinois Constitution is to severely limit the judiciary’s authority to preempt home rule powers of municipalities through judicial interpretation of unexpressed legislative intent” *City of Oakbrook Terrace v. Suburban Bank and Trust Co.*, App. 2 Dist.2006; and

WHEREAS, home rule municipalities have been granted the constitutional authority to enact regulatory ordinances, “municipalities which have populations of more than 25,000 are home-rule units and may enact ordinances pertaining to municipal employees which conflict with State statutes concerning same matters,” *Burgess v. Board of Fire & Police Com’rs of City of Quincy*, 209 Ill.App.3d 821; and

Attachment A

WHEREAS, the Public Safety Employee Benefits Act (PSEBA or Act) was enacted in 1997 to provide free health insurance benefits when a “full-time law enforcement, correctional or correctional probation officer, or firefighter, who ... suffers a catastrophic injury or is killed in the line of duty” (820 ILCS 320/10(a)); and

WHEREAS, Illinois courts have noted that “although the legislature made [PSEBA benefits] contingent upon the existence of a ‘catastrophic injury,’ the Act nowhere defines ‘catastrophic injury’” (*Krohe v. City of Bloomington*, 204 Ill. 2d 392, 395 (2003)); and

WHEREAS, pursuant to *Pedersen*, the City has the right to establish an “administrative procedure for assessing claims without acting in a manner inconsistent with the requirements of the Act” (*Id.* at ¶ 37), including the ability to use home rule authority to enact an ordinance that would determine, assess, and outline the administrative process for assessing eligibility under PSEBA; and

WHEREAS, the City, under its home rule authority and pursuant to *Pedersen* has “the authority to establish an administrative procedure for determining claims for benefits under the Act,” (at ¶ 63); and

WHEREAS, as a result of the decision in *Pedersen*, the City now desires to adopt the following ordinance and finds that this is in the best interest of the citizens’ health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, THAT THE PROVISIONS OF CHAPTER 30, ARTICLE VI OF THE CITY CODE ENTITLED ADMINISTRATIVE PROCEDURE FOR ASSESSING AND DETERMINING CLAIMS UNDER PSEBA SHALL BE AMENDED AND REVISED TO THE FOLLOWING:

That the following sections shall be incorporated into the City Code of Ordinances, Chapter 30 – Public Safety, adding Article VI – Administrative Procedure for Assessing and Determining Claims Under PSEBA as follows:

Section 1. PURPOSE.

The purpose of this Ordinance is to provide a fair and efficient method for determining the eligibility of a full-time employee for the benefits enumerated under PSEBA through an administrative process, including if necessary, an administrative hearing.

Section 2. DEFINITIONS.

~~For the purpose of this Ordinance, the following terms will have the following meanings. These definitions are derived from the federal Public Health and Welfare Act, 42 U.S.C. § 3796b, which was enacted in 1944 and amended in 1984 to define, by inclusion or reference, the following terms.~~

~~For use in this Ordinance, provisions containing the words “mayor,” “commissioner,” “alderman,” or “city council” also apply to the president, trustee, councilmember and boards of trustees so far as the provisions are applicable to them.~~

~~*Catastrophic injury.* An injury, the direct and proximate consequences of which permanently prevent an individual from performing any gainful work.~~

~~*Gainful work.* Full or part time activity that actually is compensated or commonly is compensated.~~

~~*Injury.* A traumatic physical wound (or a traumatized physical condition of the body) directly and proximately caused by external force (such as bullets, explosives, sharp instruments, blunt objects, or physical blows), chemicals, electricity, climatic conditions, infectious disease, radiation, virus, or bacteria, but does not include—~~

~~(1) Any occupational disease; or~~

~~(2) Any condition of the body caused or occasioned by stress or strain~~

Section 3-2. APPLICATION PROCEDURE.

As noted by the Court in *Pedersen*, “the Act, however, does not provide any guidance on the proper procedure for seeking [PSEBA] benefits.” ¶ 37. This Ordinance and the application procedure of this section establishes guidance on the proper procedure for public safety officers seeking PSEBA benefits in the City.

- A. Public safety officers, or family member(s) of an injured or deceased public safety officer, (Applicant) must file a full and complete PSEBA application in writing within thirty (30) days of filing a pension claim with the City or within thirty (30) days of the date of the adoption of this Ordinance in the event that an Applicant has filed for a *pension or* PSEBA claim prior to the date of adoption of this Ordinance, whichever is later, if the Applicant is seeking *an initial award of* benefits under PSEBA. The City shall notify Applicant if the PSEBA application is incomplete and Applicant shall have five (5) days to remedy their application. Failure to timely file the full and complete application shall result in a forfeiture of the benefits under PSEBA by failure to properly submit a complete application.
- B. A complete PSEBA application includes the following:
 1. The name of the Applicant, date of hire, detailed information regarding the incident, including information relating to how the injury was sustained in the line of duty (date, time, place, nature of injury and other factual circumstances surrounding the incident giving rise to said claim);
 2. The Applicant’s firsthand knowledge explaining, to the City’s satisfaction, how the injury/death directly resulted from:
 - i. Response to fresh pursuit;
 - ii. Response to what is reasonably believed to be an emergency;
 - iii. An unlawful act perpetrated by another; or
 - iv. Participation during the investigation of a criminal act;
 3. A signed PSEBA medical authorization release which authorizes the collection of information related to the incident including, but not limited to, disability pension

- proceedings, worker's compensation records, and medical records and specifies the name and address for pertinent health care provider(s);
4. A signed PSEBA general information release specifying the name and signature of the Applicant or her/his authorized representative along with legal proof of said representation and name and signature of witness authorizing the collection of information pertinent to the incident review process;
 5. The name(s) of witnesses to the incident;
 6. The name(s) of witnesses the Applicant intends to call at the PSEBA hearing;
 7. Information and supporting pension documentation filed with the appropriate pension board;
 8. Information supporting the PSEBA eligibility requirements; and
 9. Other sources of health insurance benefits currently enrolled in or received by the Applicant and/or family members if the Applicant is deceased.
- C. The PSEBA application must be submitted to the City Clerk in its entirety.
- D. The PSEBA application must be sworn and notarized to certify the truthfulness of the content of the information. A review of the application shall not occur until the application is complete.
- E. On the date that the PSEBA application is deemed complete by the City, the completed application shall then be submitted to the City as the Preliminary Record, and a copy of the same shall be date stamped and provided to the Applicant.
- F. Upon receipt of a complete application for PSEBA benefits, the City shall set the matter for an administrative hearing before a hearing officer to make a determination on whether to grant the Applicant PSEBA benefits based on the result of the administrative hearing.
- G. The Applicant will be given written notice of the date for the scheduled administrative hearing to be served not less than ten (10) days prior to the commencement of the hearing. If the Applicant, upon receiving written notice of the administrative hearing, cannot attend said date, the Applicant must contact the hearing officer in writing within seven (7) days after being served. The hearing officer shall establish an alternative hearing date which is within thirty (30) days of the original hearing date. Failure to appear at the administrative hearing shall result in denial of PSEBA benefits.

Section 4-3. ADMINISTRATIVE COMPOSITION.

The administrative hearing shall be scheduled and conducted by a hearing officer whose authority and limitations are as follows:

- A. Authority of the hearing officer. The hearing officer shall have all of the authorities granted to her/him under common law relative to the conduct of an administrative hearing, including the authority to:
1. Preside over City hearings involving PSEBA;
 2. Administer oaths;

3. Hear testimony and accept evidence that is relevant to the issue of eligibility under PSEBA;
 4. Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
 5. Rule upon objections in the admissibility of evidence;
 6. Preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing; and
 7. Issue a determination based on the evidence presented at the hearing, the determination of which shall be in writing and shall include a written finding of fact, decision and order.
- B. Hearing Officer. The Mayor, with the advice and consent of the City Council, is hereby authorized to appoint a person to hold the position of Hearing Officer for each hearing on PSEBA benefits that shall come before this City. In making said selection, the following information should be considered, at a minimum:
1. The individual's ability to comply with the job description as set forth herein; and
 2. The individual must be an attorney licensed to practice law in the State of Illinois and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence and administrative practice.

Section 5-4. ADMINISTRATIVE HEARING.

The system of administrative hearings for the determination of eligibility for benefits under PSEBA shall be initiated either by the City or by the Applicant after the submission of a full and complete PSEBA application. An administrative hearing shall be held to adjudicate and determine whether the Applicant is eligible for benefits under PSEBA. If the Applicant is found eligible, the benefits shall be consistent with the Act.

- A. Record. The City shall ensure that all hearings are attended by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter and a copy be provided to the Applicant within twenty-eight (28) days of the date of the administrative hearing.
- B. Procedures. The City and the Applicant shall be entitled to representation by counsel at said administrative hearing and present witnesses, testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.
- C. Evidence. The Illinois Rules of Evidence shall apply to the extent practicable unless, by such application, the Hearing Officer determines that application of the rule would be an injustice or preclude the introduction of evidence of the type commonly relied upon by a reasonably prudent person in the conduct of her or his affairs. Such determination shall be in the sole discretion of the Hearing Officer. The Hearing Officer must state on the record her or his reason for that determination.
- D. Final Determination. A written determination by the Hearing Officer of whether the petitioning Applicant is eligible for the benefits under PSEBA shall constitute a final

administrative determination for the purpose of judicial review under the common law writ of certiorari.

- E. Burden of Proof. At any administrative hearing, the Applicant shall have the obligation and burden of proof to establish that the Applicant is eligible and qualified to receive PSEBA benefits. The standard of proof in all hearings conducted under this Ordinance shall be by the preponderance of the evidence.
- F. Administrative Records. All records pertaining to the administrative process shall be held in a separate file under the Applicant's name with the City.

Section 6-5. HEALTH INSURANCE BENEFITS.

Upon qualification for PSEBA benefits, the Applicant shall be entitled to the City's basic group health insurance plan. Basic group health insurance plan shall mean the lowest-cost plan available to the City. The basic group health insurance plan may change from time to time. An Applicant may choose to enroll in any other health insurance plan offered by the City different from the basic group health insurance plan, but shall pay the difference in insurance premium between the City's basic plan and the other plan. Failure of the PSEBA beneficiary to timely pay the premium's non-basic level coverage shall result in coverage in the basic plan. PSEBA benefits to not include benefits not provided under the City's basic group health insurance plan such as, but not limited to, disability benefits, life insurance, dental or vision benefits, etc.

- A. Open Enrollment. Individuals receiving benefits under PSEBA will only be able to change from one plan to another during the City's Open Enrollment Period.
- B. Other Benefits. Health insurance benefits payable from any other source will reduce the benefits payable from the City. Each Applicant shall sign an affidavit attesting that the Applicant is not eligible for insurance benefits from any other source, unless there is another source. If there is another source, the Applicant shall notify the City of that source no later than five (5) business days from that source becoming available to the Applicant or the Applicant's beneficiaries. The City reserves the right on an annual basis to have the benefit recipient provide another affidavit affirming whether other health insurance is available or payable to the Applicant, his/her spouse and/or his/her qualifying dependent children. The affidavit must be completed and returned to the City within thirty (30) calendar days of written notice from the City. If the recipient does not complete and return the affidavit within the time required, the City shall give the recipient an additional written notice providing an additional fifteen (15) calendar days for the recipient to complete and return the affidavit. Failure to return the affidavit within the time required shall result in the recipient incurring responsibility for reimbursing the City for premiums paid during the period the affidavit is due and not filed.
- C. Disclosure of Health Insurance Coverage. The Applicant has an ongoing obligation and shall update health insurance coverage information provided and failure to do so may result in the denial of benefits and/or reimbursement to the City for duplicate coverage. If duplicate coverage has been received by a PSEBA beneficiary, further PSEBA benefits will be denied until the City has been fully reimbursed by the

PSEBA beneficiary for what it would have been credited if it had known about other coverage.

- D. Reimbursement. Receipt of health insurance benefits from other sources without notice to the City shall require the Applicant to reimburse the City for the value of those benefits.
- E. Medicare Eligibility. The Applicant shall notify the City when the Applicant becomes Medicare eligible regardless of the status of the enrollment period, so the City may assist with the transition to Medicare coverage and/or adjust health insurance benefits or PSEBA benefits accordingly.

Section 7-6. SEVERABILITY.

If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 8-7. CONFLICT OF LAWS.

Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

Section 9-8. PUBLICATION OF ORDINANCE.

The City Clerk shall publish this ordinance in pamphlet form.

Section 10-9. EFFECTIVE DATE.

That this Ordinance shall be in full force and effect on April 4, 2022.

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 4th day of April, 2022, 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>
Jack Weyant	_____	_____	_____
Walter Battas	_____	_____	_____
Nick Seibert	_____	_____	_____
Doug Elbe	_____	_____	_____
Pat McMahan	_____	_____	_____

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 4th day of April, 2022.

ATTEST:

Mayor

City Clerk
(SEAL)

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council
FROM: Kari Speir – Assistant City Manager
SUBJECT: Bid Award – Cemetery Mowing

MEETING DATE: April 4, 2022

REQUESTED ACTION:

Approval and authorization of bid for furnishing all labor, equipment and means for the mowing of the Mascoutah City Cemetery.

BACKGROUND & STAFF COMMENTS:

Bids for the Cemetery Mowing were opened on Tuesday, March 9, 2022. The bid includes mowing of the Mascoutah City Cemetery (3 inches in height), trimming around all landscape and headstones, removal of grass clippings from headstone and paved areas and trash removal from grass before cutting in connection with the maintenance of the City Cemetery (approximate time period of April 1, 2022 through October 31, 2022). Two bids were received.

1. Seasons2Seasons / Chris Grissom / Okawville Illinois - \$1,250.00 per cut
2. Kurtis Clay / Collinsville Illinois - \$1,275.00 per cut

FUNDING:

This amount will be paid for by funds budgeted in the 22/23 budget.

RECOMMENDATION:

Approval of the low bid for the Mascoutah City Cemetery mowing.

SUGGESTED MOTION:

I move that the Council approve the low bid for furnishing all labor, equipment and means for the mowing of the Mascoutah City Cemetery to Seasons2Seasons in the amount of \$1,250.00 per grass cutting for the approximate time period of April 1, 2022 to October 31, 2022 and authorize appropriate officials to execute the necessary documents.

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

Approved By: Kari O. Speir
Kari Speir
Assistant City Manager

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Kari Speir – Assistant City Manager

SUBJECT: Main Street Closing – Spring Fest with IDOT Resolution

MEETING DATE: April 4, 2022

REQUESTED ACTION:

Council approval of request by Mascoutah Chamber of Commerce to close Main Street (IL 177) on May 20, 2022 for the Spring Fest.

BACKGROUND & STAFF COMMENTS:

Mascoutah Chamber of Commerce will be holding the Spring Fest on Friday, May 20, 2022. They are requesting closing of Main St. (IL 177) from First Street to Market Street from 4 p.m. to 2 a.m. The event will run from 11 a.m. to 11 p.m. The Chamber would like the street to remain closed until 2 a.m. to allow adequate time for clean up.

This request is coming before the Council because it involves a State Highway and requires a Council resolution before we submit it to IDOT.

FUNDING:

None required.

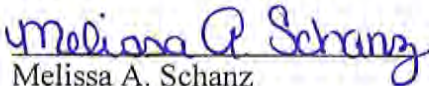
RECOMMENDATION:

Council approval of resolution to close Main Street for the Spring Fest.

SUGGESTED MOTION:

I move that the Council to approve and adopt Resolution No. 21-22-__, authorizing the closing of Main Street (IL 177) from First Street to Market Street on May 20, 2022 from 4 p.m. to 2 a.m. for the annual Spring Fest.

Prepared By:


Melissa A. Schanz
City Clerk

Approved By:


Kari Speir
Assistant City Manager

Attachments: A – IDOT Resolution

RESOLUTION NO. 21-22-

WHEREAS, the City of Mascoutah is sponsoring a Spring Festival in the City of Mascoutah which constitutes a public purpose; and

WHEREAS, this Festival will require the temporary closure of Route 177, a State Highway in the City of Mascoutah from First Street to Market Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to close off Route 177 from First Street to Market Street as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 4:00 P.M. and 2:00 A.M. on May 20, 2022.

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted for the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)* The detour route shall be as follows: traffic traveling west on Rt. 177: north on Rt. 4 to Harnett Street, west on Harnett Street to 6th Street, south on 6th Street to Rt. 177. Traffic traveling east to use same detour. Traffic traveling north on Rt. 4: west on Harnett to 6th Street, south on 6th Street to Rt. 177. Traffic traveling south on Rt. 4 to use the same detour.

*To be used when appropriate.

BE IT FURTHER RESOLVED, that the City of Mascoutah assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Mascoutah be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Mascoutah prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Mascoutah as may be approved by the Illinois Department of Transportation. These

items shall be provided by the City of Mascoutah.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (NOTE: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Mascoutah shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Mascoutah regardless of whether or not such claim, damage, loss of expense is caused in part by the act, omissions or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Mascoutah shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate, which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED and APPROVED by the Mayor and City Council of the City of Mascoutah this 4th day of April, 2022, A.D.

Mayor

ATTEST:

City Clerk
(SEAL)

CITY OF MASCOUTAH
City Manager's Office

Staff Report

TO: Honorable Mayor and City Council

FROM: Kari Speir, Assistant City Manager

SUBJECT: **Engineering Services – N. Jefferson Street (IL 4) Shared Use Path**

DATE: April 4, 2022

REQUESTED ACTION:

Approval of an Engineering Services Agreement with TWM, Inc. for the design, preparation of plans and specifications, and bidding assistance for the N. Jefferson Street (IL 4) Shared Use Path Project.

BACKGROUND INFORMATION:

The scope of this project is to provide a 10-foot-wide shared use asphalt path approximately 1,500 feet in length along the west side of N. Jefferson Street (IL 4). The project will begin at the existing Berm Trail and continue east to N. Jefferson Street (IL 4) then north along the west side of N. Jefferson Street (IL 4) to Heritage Way. A pedestrian bridge will be constructed over the Mascoutah Surface Water Protection District Diversional Channel (Big Ditch). The total estimated project cost is \$405,015 including engineering and construction.

This request is for engineering services approval. Staff recommends approving an Engineering Services Agreement with TWM in the amount of \$84,869.00 for the design, preparation of plans and specifications, and bidding assistance for the N. Jefferson Street (IL 4) Shared Use Path Project. See attached Local Public Agency Engineering Services Agreement with TWM.

FUNDING:

The majority (80%) of the project cost will be funded by a Federal TAP Grant. TIF3 and General Funds will be used for the remainder.

RECOMMENDATION:

Approval of an Engineering Services Agreement with TWM, Inc. in the amount of \$84,869.00 for the design, preparation of plans and specifications, and bidding assistance for the N. Jefferson Street (IL 4) Shared Use Path Project.

SUGGESTED MOTION:

I move that the Council approve an Engineering Services Agreement with TWM, Inc. in the amount of \$84,869.00 for the design, preparation of plans and specifications, and bidding assistance for the N Jefferson Street (IL 4) Shared Use Path Project and authorize appropriate City officials to execute the necessary documents.

Prepared By: 
Tom Quirk
City Engineer

Approved By: 
Kari Speir
Assistant City Manager

Attachment – TWM, Inc. Local Public Agency Engineering Services Agreement.



Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency **City of Mascoutah** County **St. Clair** Section Number Job Number
Project Number Contact Name **Tom Quirk** Phone Number **(618) 566-2964** Email **tquirk@mascoutah.com**

SECTION PROVISIONS

Local Street/Road Name **N. Jefferson Street Shared Use Path** Key Route Length **0.288 miles** Structure Number
Location Termini **West side of N. Jefferson Street, from Onyx Drive to the existing berm trail south of Hog River** Add Location Remove Location

Project Description **Design of a shared use path adjacent to N. Jefferson Street that connects the Prairie View Estates subdivision and the Brightly Senior Living Center to the existing berm trail.**

Engineering Funding ☒ Federal ☐ MFT/TBP ☐ State ☒ Other **TIF funds**
Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☒ Other **TIF funds**

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name **TWM, Inc.** Contact Name **Jeffrey Reis** Phone Number **(618) 624-4488** Email **jreis@twm-inc.com**
Address **4940 Old Collinsville Road** City **Swansea** State **IL** Zip Code **62226**

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☒ Exhibit F: Hour Estimate
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate _____ (Maximum Fee \$150,000) (For Federal Projects this limited to testing services only)

☒ Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
TWM, Inc.	37-1042595	\$76,469.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Geotechnology, Inc.		\$8,400.00
Subconsultant Total		\$8,400.00
Prime Consultant Total		\$76,469.00
Total for all work		\$84,869.00
Add Subconsultants		

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type		Name of Local Public Agency	
Attest:	The City	of	Mascoutah
By		Date	
Name of Local Public Agency		Local Public Agency Type	
Mascoutah		City	
		Clerk	
Title		Mayor	

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name	
Attest:	TWM, Inc.
By	Date
Title	
Project Manager	
By	Date
Title	
Transportation Department Manager	

Local Public Agency	County	Section Number
City of Mascoutah	St. Clair	

FOR FEDERAL PARTICIPATION PROJECTS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

<p>SCOPE:</p> <ul style="list-style-type: none"> - Perform topographic and boundary surveying. - Survey hydraulic cross sections for hydraulic analysis of Hog River Crossing - Submit Joint Permit Application - Perform Phase I Engineering and complete a Project Development Report - Perform Phase II Engineering and complete contract plans, specifications and estimates for a State Letting - Perform structural engineering for bridge or culvert crossing of Hog River. - Obtain soil boring information necessary for structural engineering (via sub-consultant) - Assist the city with any RFI's during the course of bidding. <p>EXCLUSIONS:</p> <p>The following items are excluded from the scope of work. If necessary, these services can be provided as additional services on an hourly basis:</p> <ul style="list-style-type: none"> - Land Acquisition Documents (Exhibits, Legal Descriptions, Plats Conveyance Documents, etc.) - Land Acquisition Negotiations - Construction Phase Services (observation, layout, shop drawing review)
--

Local Public Agency	County	Section Number
City of Mascoutah	St. Clair	

**EXHIBIT B
PROJECT SCHEDULE**

Complete design services in anticipation of an early-to-mid 2024 letting - subject to review timeline(s).

Local Public Agency City of Mascoutah	County St. Clair	Section Number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
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Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Local Public Agency	County	Section Number
City of Mascoutah	St. Clair	

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal 01/26/22

Method(s) used for advertisement and dates of advertisement

Posted on City of Mascoutah webpage starting 12/14/2021.

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Firm Experience	25%
- Technical Approach	25%
- Staff Capabilities	20%
- Work Load Capacity	20%
- Local Presence	10%
Add	

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

City Engineer, Assistant City Manager, Public Works Director

Top three consultants ranked for this project in order

1	TWM
2	Horner & Shifrin
3	Bacon/Farmer/Workman

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	County	Section Number
City of Mascoutah	St. Clair	
16 LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



Illinois Department
of Transportation

EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
ANNIVERSARY RAISE

Local Public Agency	County	Section Number
City of Mascoutah	St. Clair	
Consultant (Firm) Name	Prepared By	Date
TWM, Inc.	Jeff Reis, P.E.	3/30/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE
START DATE	6/1/2022		COMPLEXITY FACTOR
RAISE DATE	ANNIVERSARY		% OF RAISE
			171.23%
			0
			2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.00%

The total escalation for this project would be:

2.00%

Section Number

St. Clair

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

[illegible]

840.00

City of Mascoutah

St. Clair

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

COMPLEXITY FACTOR 0.00%

67,426

3/30/2022 4:43 PM

BLR 05513 (Rev. 04/30/21)
Cost Est Work

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

SHEET

1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Topo/Bndy Survey			Phase I Engineering			Phase II Engineering			Structural Engr & Plans			Project Management		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer	63.30	16.0	2.70%	1.71				6	3.82%	2.42	6	2.70%	1.71				4	33.33%	21.10
Project Manager/Professional Engineer	49.46	106.0	17.86%	8.83				49	31.21%	15.44	53	23.87%	11.81				4	33.33%	16.49
Engineer/PE	39.02	295.0	49.71%	19.39				86	54.78%	21.37	135	60.81%	23.73	74	52.86%	20.62			
Senior Structural Engineer	52.44	10.0	1.68%	0.88										10	7.14%	3.75			
Structural Engineer	52.44	56.0	9.44%	4.95										56	40.00%	20.98			
Junior Engineer	28.82	44.0	7.41%	2.14				16	10.19%	2.94	28	12.61%	3.63						
Professional Land Surveyor	47.88	8.0	1.35%	0.65	8	12.80%	6.13												
Survey Crew Chief	30.76	34.0	5.73%	1.76	34	54.40%	16.74												
Inspector / Instrument Technician	25.79	0.0																	
Sr. CAD Tech	42.59	10.0	1.68%	0.72	10	16.00%	6.81												
Engineer Designer / Sr Survey Technician	32.93	12.5	2.11%	0.69	10.5	16.80%	5.53										2	16.67%	5.49
Accounting / HR	49.39	2.0	0.34%	0.17													2	16.67%	8.23
Office Support	27.11	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		593.5	100%	\$41.89	62.5	100.00%	\$35.21	157.0	100%	\$42.16	222.0	100%	\$40.88	140.0	100%	\$45.34	12.0	100%	\$51.31



Local Public Agency	County	Section Number
City of Mascoutah	St. Clair	
Consultant (Firm) Name	Prepared By	Date
Geotechnology, Inc.	Dan Greenwood	3/30/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE
START DATE	6/1/2022		COMPLEXITY FACTOR
RAISE DATE	ANNIVERSARY		% OF RAISE
			187.49%
			0
			2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.00%

The total escalation for this project would be:

2.00%

City of Mascoutah

St. Clair	
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Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.00%

[illegible]

Local Public Agency

City of Mascoutah

County

St. Clair

Section Number

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

OVERHEAD RATE 187.49%

COMPLEXITY FACTOR

0.00%

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Labor	37	1,180	2,212		389		3,781	45.01%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Vehicle		-	-	65	-		65	0.77%
Mobilization		-	-	524	-		524	6.24%
Soil Drilling		-	-	1,450	-		1,450	17.26%
SPT		-	-	300	-		300	3.57%
3" Shelby Tube		-	-	110	-		110	1.31%
Boring Backfill w/Cuttings		-	-	200	-		200	2.38%
		-	-		-		-	
		-	-		-		-	
Moisture Content		-	-	150	-		150	1.79%
Atterburg Limits		-	-	120	-		120	1.43%
Unconfined Comp Strength		-	-	160	-		160	1.90%
Boring Logs		-	-	40	-		40	0.48%
		-	-		-		-	
Air Knife		-	-	1,500	-		1,500	17.86%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	37	1,180	2,212	4,619	389	-	8,400	100.00%

3,392

City of Mascoutah

St. Clair

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

1 OF 1

71

ESTIMATE OF DESIGN HOURS

DATE: 3/30/2022
 JOB NO: 200713A
 PROJECT: Jefferson Street (IL 4) Shared Use Path
 CLIENT: City of Mascoutah
 COUNTY: St. Clair
 FUNDING: TAP

GENERAL SCOPE:

Design of a shared-use path and pedestrian bridge over Hog River in Mascoutah along Jefferson Street (IL Rt 4).

1.0	TOPOGRAPHIC & BOUNDARY SURVEY	CONSULTANT HOURS						TOTAL HOURS
		PE III	PM III	SURV II	CAD DSN II	SURV I w/GPS		
1.01	Control		2	2	0.5	2		6.5
1.02	Boundary / Research		4	6	2	8		20
1.03	Topographic Surveying		2	2	8	24		36
1.04								0
SUB-TOTAL:		0	8	10	10.5	34	0	62.5

2.0	PHASE I ENGINEERING (NON-STRUCTURAL)	CONSULTANT HOURS						TOTAL HOURS
		SR ENG	PE III	PE II	ENG II			
2.01	Review project data		2	1				3
2.02	Site Visit			1				1
2.03	ESR		2	2				4
2.04	PESA Coordination		1					1
2.05	Prel. Drainage Design & Plan		2	6				8
2.06	Prel. Road Design / P&P Sheets		2	6				8
2.07	Utility Coordination, Plot utility data		2	2	2			6
2.08	Design Variances	2	2					4
2.09	Preliminary Cross Sections			4	2			6
2.10	Set preliminary ROW and easement lines			4				4
2.11	HEC-RAS Calculations		6	12	12			30
2.12	Permitting Assistance		4	8				12
2.13	Inter-Disciplinary Coordination		4	4				8
2.14	Bridge Type Study (See Below)							0
2.15	PBDHR coordination		3					3
2.16	FHWA Coordination Meeting Handout Prep, Attend, Mins		2	2				4
2.17	Public Coordination and/or Public Meeting		1	2				3
2.18	Draft Preliminary PDR		2	8				10
2.19	PDR Exhibits		4	8				12
2.20	QA/QC, printing, & delivery Draft PDR	2	4	6				12
2.21	Address PDR Comments		2	8				10
2.22	QA/QC, printing, & delivery Final PDR	2	4	2				8
2.23								0
2.24								0
2.25								0
SUB-TOTAL:		6	49	86	16	0	0	157

3.0	PHASE II ENGINEERING (NON-STRUCTURAL)	CONSULTANT HOURS						TOTAL HOURS
		SR ENG	PE III	PE II	ENG II			
3.01	Preliminary Submittal							0
3.02	Coordinate with Utilities			4				4
3.03	Plot Utilities			2				2
3.04	ADA Final Ramp Design		4	8				12
3.05	Plan Sheets:							0
3.06	· Cover Sheet		1	1				2
3.07	· General Note Sheet		1	1				2
3.08	· Summary of Quantities Sheets			1				1
3.09	· Typical Section Sheets		1	4				5
3.10	· Schedule of Quantity Sheets			2				2
3.11	· Alignment, Ties & Benchmark Sheet			2				2
3.12	· P&P Sheets		1	8	8			17
3.13	· Bridge plans (See below)							0
3.14	· Stages of Construction			2				2
3.15	· Drainage P&P Sheets			4				4
3.16	· ADA Ramp Detail Sheets			4	8			12
3.17	· Intersection Details		1	4				5
3.18	· Striping and Signage Sheets (plan over plan)			2	4			6
3.19	· Erosion Control Sheets (plan over plan)			2	4			6
3.20	· Miscellaneous Detail Sheets as needed			8				8
3.21	· Cross Sections Sheets			4	4			8
3.22	QA/QC, printing, & delivery	2	4	4				10
3.23								0
3.24	Prefinal PS&E Package							0
3.25	Review Comments and Prepare Disposition		2	4				6
3.26	Address comments		4	10				14
3.27	Quantity Calculations & Schedules		6	12				18
3.28	Prepare Technical Special Provisions		4	10				14
3.29	Prepare Estimate of Time		4	2				6
3.30	Prepare Estimate of Cost		4	2				6
3.31	QA/QC, printing, & delivery	2	2	4				8
3.32								0
3.33	Final PS&E Package							0
3.34	Review Comments and Prepare Disposition		2	4				6
3.35	Address Plan comments		4	8				12
3.36	Adjust Quantities, Schedules & SOQ		2	4				6
3.37	Finalize Technical Special Provisions		2	2				4
3.38	Finalize Estimates of Time & Cost		2	2				4
3.39	QA/QC, printing, sealing, filing & delivery	2	2	4				8
3.40								0
3.41								0
3.42								0
3.43								0
SUB-TOTAL:		6	53	135	28	0	0	222

4.0	STRUCTURAL ENGINEERING AND PLANS	CONSULTANT HOURS						TOTAL HOURS
		SR SE	SE III	PE I	ENG II			
4.01	Bridge Type Study	2	6	4				12
4.02	Final Bridge Plans	8	50	70				128
4.03								0
SUB-TOTAL:		10	56	74	0	0	0	140

5.0	LAND ACQUISITION SERVICES	CONSULTANT HOURS						TOTAL HOURS
		PE III	PE II	PE I	SURV III			
5.01								0
5.02								0
5.03								0
5.04								0
SUB-TOTAL:		0	0	0	0	0	0	0

10.0	PROJECT MANAGEMENT AND ADMINISTRATION	CONSULTANT HOURS						TOTAL HOURS
		SR ENG	PE III	PE II	ACCT II	WP		
10.01	Project Administration	2	2		2	2		8
10.02	Project Management	2	2					4
10.03								0
SUB-TOTAL:		4	4	0	2	2	0	12

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Kari Speir, Assistant City Manager

SUBJECT: **AMI Metering System Purchase**

MEETING DATE: April 4, 2022

REQUESTED ACTION:

Council approval of purchase of an Advanced Metering Infrastructure (AMI) System.

BACKGROUND & STAFF COMMENTS:

For the past several months, staff has been meeting and discussing implementing an Advanced Metering Infrastructure (AMI) System. AMI is a meter reading system that allows utilities to remotely collect customer usage data in real time. Right now, the City uses an Automatic Meter Reading (AMR) System to collect meter readings with a drive-by system. The AMI System will provide on-demand reads as needed, hourly detail reading, outage alerts, leak detection alerts, tamper detection, voltage monitoring, and remote connect and disconnect (electric only). The AMI System also improves customer service and reduces operational costs.

The main focus is to start with the area north of State Route 161. This will provide a pilot program for the City to begin using the new meter reading system, software integration, and make adjustments as needed. Staff will then start implementing the new meters throughout the rest of the City as budgeting allows.

Staff met and received proposals from OATI, Anixter (Tantalus), and Nighthawk. Considerations were given to cost, type of meter used (electric meters have to be replaced), ways to read water meters, annual fees, and need for additional infrastructure to read meters.

OATI

- Pilot program cost \$23,120 (electric only)
- Company uses LoRa meters (staff is unfamiliar with this type of meter and current utility employees have not had positive feedback on these types of meters).
- Pilot did not include water meters, water alert module to read water meters or leak detection (would cost additional \$10,000 for module plus \$350 per meter).
- Uses existing fiber network; could use cellular as backup. Communication hubs (gateways) would need to be installed throughout town to collect readings.
- Starting annual fee of \$12,000 and would increase with additional meters added.

Anixter (Tantalus)

- Pilot program cost \$125,775
- Company uses Itron electric meters which are used by City already.

- Uses existing fiber network or cellular. Cellular use would cost additional fee to cellular provider. Collectors, repeaters and other infrastructure equipment would need to be installed to collect readings.
- Would read water meters using existing ERT, but would not have leak detection.
- Starting annual fee of \$12,821.

Nighthawk

- Pilot program cost \$47,615
- Company uses ACLARA and Itron meters which are used by City already.
- Uses cellular; cellular fees included in meter price. No additional infrastructure needs to be installed; cellular mesh included inside meters.
- Water endpoint connectors added to water meters will collect detailed water usage and leak detection.
- Starting annual fee of \$1,200. Annual fee will be \$2,400 with additional meters installed in future.

Reference checks were also done with all three companies. All three have their pros and cons and users of all three have had success with obtaining meter readings. Deciding which company to use comes down to cost and what will work best for our utility department.

After reviewing all three proposals and having internal staff meetings to discuss the process, staff is recommending Nighthawk. Total pricing includes pilot program for area north of Route 161 plus purchase of additional meters and water end point connectors to begin using throughout other areas of the City as meters are replaced.

FUNDING:

This purchase will be paid for with current FY 21/22 budgeted funds in the Electric, Water & Sewer Departments.

RECOMMENDATION:

Staff recommends approving the purchase.

SUGGESTED MOTION:

I move that the City Council approve the purchase with Nighthawk Control of Carrollton, TX in the amount of \$194,751.00 for the Advanced Metering Infrastructure (AMI) System and authorize appropriate officials to execute the necessary documents.

Approved By: 
Kari Speir
Assistant City Manager

Attachments: A – Quotes from Nighthawk

**Nighthawk Control**

2304 Tarpley Road
Suite 110 B
Carrollton, TX 75006
Phone: 972-717-5555

Quote #:
03AW3122-1

Rep.: Andy White

City of Mascoutah
3 West Main Street
Mascoutah, IL
62258

Phone: 618-779-4875
Email: llinck@mascoutah.com

Date: 3/31/2022

Payment Terms
Net 30

Qty	Item #	Name	Price	Total
8	RDA980-0MD	ACLARA Fm2s CL200 Hub/Mesh Remote Disconnect	\$279.00	\$2,232.00
63	RDA2M0-0MD	ACLARA Fm2s CL200 Mesh Remote Disconnect	\$189.00	\$11,907.00
5	CIK989-0MN	KV2c Polyphase Hub/Mesh Non-disconnect	\$375.00	\$1,875.00
0			\$0.00	\$0.00
			\$0.00	\$0.00
			SUBTOTAL	\$16,014.00
				\$0.00
1	Adaptiv	Annual hosting fee to include telecom charges, software maintenance & improvements. First 6 months at no charge.	\$800.00	\$800.00
				\$0.00
1	Integration Fee	One time integration fee for billing software.	\$2,500.00	\$2,500.00
1	PM	Project Mangement Fee to include 1 week of onsite training for field & office personel.	\$7,500.00	\$7,500.00
Sub Total				\$26,814.00
Shipping & Handling				
Taxes			0.000%	\$0.00
TOTAL				\$26,814.00

Comments:

Office Use Only:

Thank you for your business.

<https://www.nighthawkcontrol.com/terms-and-conditions/>

Quote Accepted By: _____ Title: _____

Signature: _____ Date: _____

Attachment A

**Nighthawk Control**

2304 Tarpley Road
Suite 110 B
Carrollton, TX 75006
Phone: 972-717-5555

Quote #:
03AW3122-2

Rep.: Andy White

City of Mascoutah
3 West Main Street
Mascoutah, IL
62258

Phone: 618-779-4875
Email: llinck@mascoutah.com

Date: 3/31/2022

Payment Terms
Net 30

Qty	Item #	Name	Price	Total
73	WEP2MP-0A1	Water End Point W/Series IV Connector	\$137.00	\$10,001.00
0			\$0.00	\$0.00
0			\$0.00	\$0.00
0			\$0.00	\$0.00
			\$0.00	\$0.00
			SUBTOTAL	\$10,001.00
				\$0.00
				\$0.00
1	Adaptiv	Annual hosting fee to include telecom charges, software maintenance & improvements. First 6 months at no charge.	\$800.00	\$800.00
1	Integration Fee	One time integration fee for billing software.	\$2,500.00	\$2,500.00
1	PM	Project Mangement Fee to include 1 week of onsite training for field & office personel.	\$7,500.00	\$7,500.00
		Budgetary quote based infromation provided.		
Sub Total				\$20,801.00
Shipping & Handling				
Taxes			0.000%	\$0.00
TOTAL				\$20,801.00

Comments:

Office Use Only:

Thank you for your business.

<https://www.nighthawkcontrol.com/terms-and-conditions/>

Quote Accepted By: _____ Title: _____

Signature: _____ Date: _____

Rep.: Andy White

Payment Terms
Net 30

Qty	Item #	Name	Price	Total
297	WEP2MP-0A1	Water End Point W/Series IV Connector	\$137.00	\$40,689.00
0			\$.00	\$.00
0			\$.00	\$.00
0			\$.00	\$.00
				\$.00
			SUBTOTAL	\$40,689.00
				\$.00
1	Adaptiv	Annual hosting fee to include telecom charges, software maintenance & improvements. First 6 months at no charge.	\$800.00	\$800.00
				\$.00
				\$.00
		Budgetary quote based infromation provided.		
			Sub Total	\$41,489.00
			Shipping & Handling	
			Taxes 0.000%	\$.00
			TOTAL	\$41,489.00

Comments:

Office Use Only:

Thank you for your business.

<https://www.nighthawkcontrol.com/terms-and-conditions/>

Quote Accepted By: _____ Title: _____

Signature: _____ Date: _____

**Nighthawk Control**

2304 Tarpley Road
Suite 110 B
Carrollton, TX 75006
Phone: 972-717-5555

Quote #:
03AW3122-4

Rep.: Andy White

City of Mascoutah
3 West Main Street
Mascoutah, IL
62258

Phone: 618-779-4875
Email: llinck@mascoutah.com

Date: 3/31/2022

Payment Terms
Net 30

Qty	Item #	Name	Price	Total
120	RDC980-RMD	Itron Fm2s Hub/Mesh/ERT Coll Disconnect	\$350.00	\$42,000.00
273	RDA2M0-0MD	ACLARA Fm2s CL200 Mesh Remote Disconnect	\$189.00	\$51,597.00
30	CIK989-0MN	KV2c Polyphase Hub/Mesh Non-disconnect	\$375.00	\$11,250.00
0			\$0.00	\$0.00
				\$0.00
			SUBTOTAL	\$104,847.00
				\$0.00
1	Adaptiv	Annual hosting fee to include telecom charges, software maintenance & improvements. First 6 months at no charge.	\$800.00	\$800.00
		Budgetary quote based infromation provided.		
Sub Total				\$105,647.00
Shipping & Handling				
Taxes			0.000%	\$0.00
TOTAL				\$105,647.00

Comments:

Office Use Only:

Thank you for your business.

<https://www.nighthawkcontrol.com/terms-and-conditions/>

Quote Accepted By: _____ Title: _____

Signature: _____ Date: _____