

Mascoutah City Council

August 7, 2023

REGULAR MEETING AGENDA

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

6:30 pm – Public Hearing, Business District

- Public Hearing to gather feedback on creating a business district (Page to Page 30)

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**, July 17, 2023 City Council Meeting (Page 37 to Page 41)
July 17, 2023 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. **2023/2024 MFT Oil & Chip Program and Street Maintenance Bid Award**

(Page 42 to Page 48)

Description: Council approval of cancellation of the 2023/2024 MFT Oil & Chip Program and approval of the bid for furnishing and delivering patching materials for street maintenance.

Recommendation: Council Approval

2. Engineering Services – N Jefferson St shared Use Path, Phase 2

(Page 49 to Page 57)

Description: Council approval of an Engineering Services Agreement with TWM, Inc. for Engineering Services for the N Jefferson St Shared Use Path Phase 2 Project.

Recommendation: Council Approval

3. Code Change – Chapter 31, Recreation and Parks (Second Reading)

(Page 58 to Page 60)

Description: Council take no action to amend Chapter 31, Recreation and Parks, adding Article IX, Walking Trails: Sec. 31-9-1, Rules Governing Walking Trails.

Recommendation: Council Approval.

4. Engineering and Design Services Agreement – Scheve Park Splash Pad

(Page 61 to Page 64)

Description: Council approval of an Engineering and Design Services Agreement with Capri Pools & Aquatics for engineering and design services for the Scheve Park Splash Pad, pending approval from the Mascoutah Improvement Association of the Agreement.

Recommendation: Council Approval.

5. Qualifying Facility Power Purchase Agreement – Jung Truck Service

(Page 65 to Page 72)

Description: Council approval of a Qualifying Facility Power Purchase Agreement between the City of Mascoutah, IMEA, and Jung Truck Service, Inc.

Recommendation: Council Approval.

6. Bid Award – City Hall HVAC Replacement

(Page 73 to Page 74)

Description: Council approval of bids and authorization to award a contract to furnish all labor, equipment, and materials for the City Hall HVAC Replacement.

Recommendation: Council Approval

7. Contract Agreement – Fire Department Personnel (Page 75 to Page 79)

Description: Council approval of a Contract Agreement with the Mascoutah Rural Fire Protection District to reimburse the City for half of the hourly wages of a full-time fire department position.

Recommendation: Council Approval.

8. PC 23-02 - Final Plat for Subdivision, Parcel 10-29.0-312-039 (first Reading)

(Page 80 to Page 88)

Description: Council approval of a final plat for the Subdivision of 1.23-acres on property located at North Jefferson Street in GC, General Commercial Zoning District lot located at N Jefferson Street east of Rt. 4, west of Crown Pointe Phase 4 and north of 780 N Jefferson Street.

Recommendation: First Reading

B. Council Miscellaneous Items

C. City Manager

9. PUBLIC COMMENTS (3 MINUTES)

10. ADJOURNMENT TO EXECUTIVE SESSION

A. Litigation – Section 2(c)(11)

11. MISCELLANEOUS OR FINAL ACTIONS

12. ADJOURNMENT

POSTED 8/3/23 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/87876758114>

You can also dial in using your phone.

United States: +1 (312) 626-6799

Access Code: 878-7675-8114

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor and City Council

FROM: Becky Ahlvin, City Manager

SUBJECT: Public Hearing – Business District

DATE: August 7, 2023

REQUESTED ACTION:

Hold a public hearing to gather feedback on creating a business district.

BACKGROUND INFORMATION:

The City is working to establish a Business District that covers Main Street from Mine Road to County Road and extends north to border TIF 3. To establish the Business District, the City needs to hold a public hearing to gather feedback on the draft Blight Analysis & Business Development District Plan. Changes can be made to the plan up until the adoption of the ordinance to establish the business district, which is expected to have first reading on Aug. 21 and second reading on Sept. 5.

Establishing a business district aligns with the Strategic Plan goals of:

- DT – Pursue downtown rehabilitation, improvements, and City beautification.
- ED – Enhance community and economic development activity.
- IP – Complete infrastructure planning and improvements.

FUNDING:

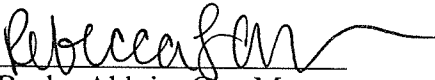
N/A

RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A

Prepared By: 
Becky Ahlvin, City Manager

Approved By: 
Becky Ahlvin, City Manager

Attachment: A – Main Street Business District Redevelopment Plan & Project Synopsis
B – Business District Redevelopment Plan & Project



MAIN STREET BUSINESS DISTRICT REDEVELOPMENT PLAN & PROJECT SYNOPSIS

Municipalities are authorized to create Business Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the "Act"). The Act sets forth the requirements and procedures for establishing a Business District Redevelopment Project. The proposed Main Street Business District (the "District") encompasses 615 parcels of property and rights-of-way in the City. Generally, the Area includes the properties in the central downtown portions of the City along IL-4 and Main Street/IL-177. The boundary map for the Area is attached as Exhibit A.

ELIGIBILITY STUDY

In order to impose the retailers' occupation tax and service occupation tax, the corporate authorities of the municipality shall make a formal finding that the Project Area is a "Blighted Area", as defined as follows: *"Blighted area" means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.*

Much of the Area exhibits deteriorated site improvements in some form, which can be generally classified as either structural or surface improvements. Approximately 64% of the 448 structures in the Area show some sort of notable defects in the structural components, which were common in foundations, exterior walls, roofs, doors, windows, gutters, downspouts, siding, and other fascia materials. Generally, much of the deteriorated conditions noted could be attributed to the age of the structures, as per Claritas approximately 52% of the structures in the Area were built prior to 1980, with a median year of construction being 1978. Further, approximately 21% of the structures were built prior to 1940. Additionally, 67% of the parcels exhibit deteriorated surface improvements. Common forms of this include deteriorated sidewalks, unkempt gravel areas, cracked and deteriorated roadway surfacing, potholes, crumbling asphalt, and grass or weed growth in some of the surface improvements. In other portions of the proposed district parking lots, entry ways, alleyways, and driveways lack proper pavement and exhibit signs of deterioration. Similarly to the structural deterioration much of the surface deterioration can be attributed to general age, as over time vehicular wear and exposure to the elements degrades the improvements. Conditions such as these were present in 308 of the 458 parcels which make up the Area.

The ISGS maintains records of active and abandoned coal mines in the state. Data from the ISGS was utilized to determine portions of the Area are either directly over an underground mine or within the mine proximity region. These conditions pose a potential barrier to future development, as mine subsidence could threaten any of the existing structural improvements over undermined areas. The Multi-Hazard Mitigation Plan for St. Clair County identifies the City as being potentially susceptible to subsidence and details the types of damage to structures built over mined areas, as well as roadways, utility lines/pipes, railroads, and bridges. The Hazard Mitigation Plan notes prior occurrences of ground failure in the county and how those events have caused damage to site improvements. The Plan considers all buildings located in or around undermined areas to be vulnerable to ground failure due to subsidence events.

There are issues with improper subdivision and obsolete platting throughout the Area. Some of the existing platting does not meet the needs of the contemporary standards, exhibited by characteristics such as being too large, too small, or in a size or shape that would not comply with guidelines for development. These types of issues can be hurdles to the development or redevelopment of an Area, as the need for parcel combinations or splits can be difficult with multiple property owners or other stakeholders involved.

The presence of these factors, in combination, creates conditions which constitute an economic liability to the City. Additionally, these factors combine to contribute to the economic underutilization of the Area.

Attachment A

The presence of deteriorated structures and conditions can create a perception of localized economic decline, which in turn deters future investment in the neighboring properties. Additionally, conditions such as obsolete platting can make coordinating development difficult. In order to determine whether properties in a project Area could be considered to be stagnant or in decline, the growth rates of the EAVs of the parcels can be compared to the growth rates of the balance of the City, which is the total value of Mascoutah minus the value of the properties which make up the Area. Approximately 85% of the 458 parcels in the Area have had at least three years where the annual EAV growth rates are less than the balance of the City from 2017-2022.

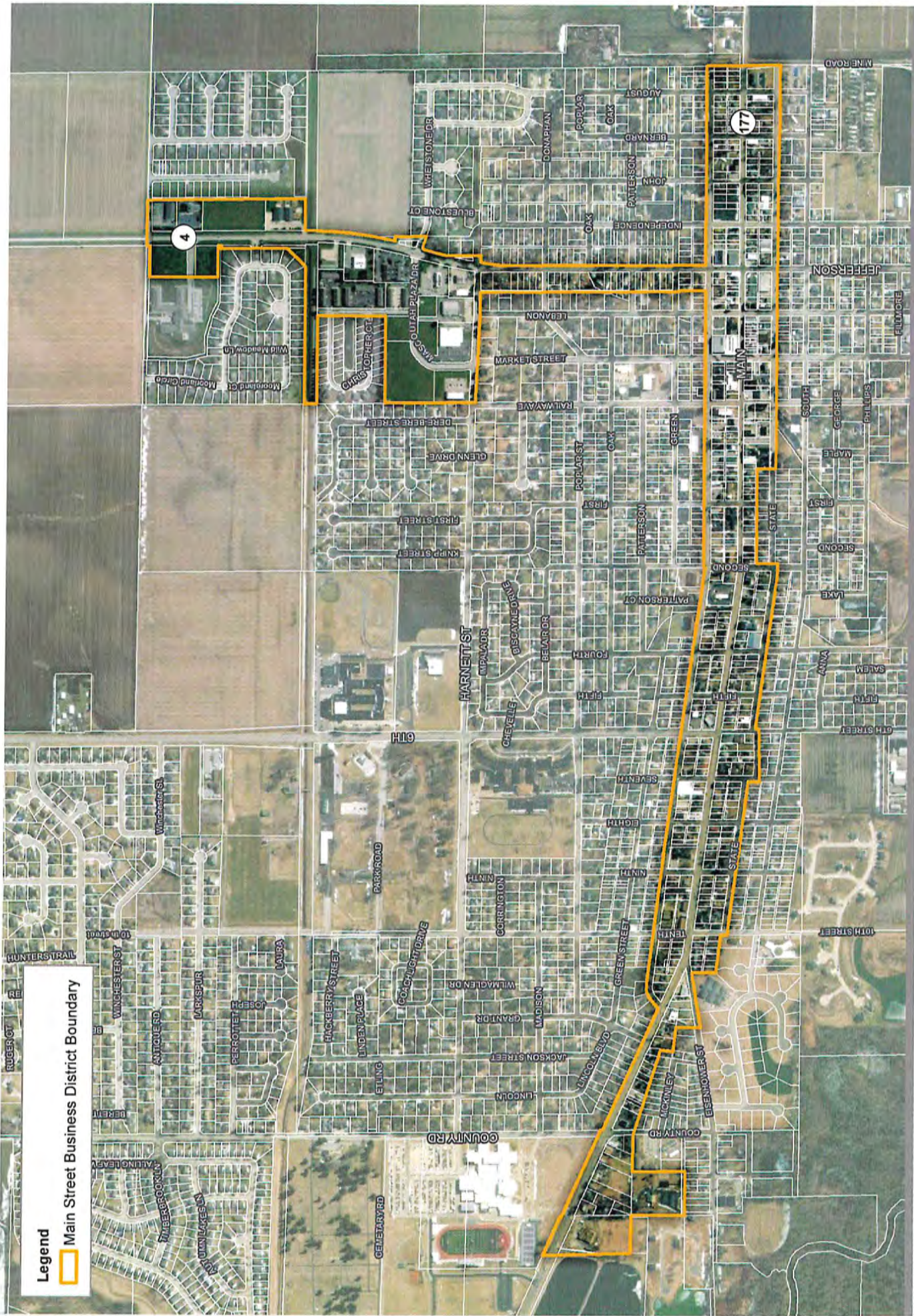
The Area could also be considered to be economically underutilized. There have been developments in the Area, but the vast majority of the parcels are underperforming when compared to the balance of the City. Not including the I-64 interchange, the proposed Business District Area encompasses the most trafficked areas in the City, including the main thoroughfares of IL-4 and Main Street, in addition to the City's downtown area. The Area has an AADT count of nearly 8,000 and Main Street nearly 7,000. This is an indication that the uses in the Area are failing to capitalize on the visibility of these properties, both in the form of undeveloped properties not being utilized to their highest and best uses.

Another indication of the economic underutilization of the Area is in the form of the Retail Opportunity Gap that exists for the City. Retail Market Power shows an Opportunity Gap of over \$75M in the City across all retail trade sectors. This data provides an analysis of the existing demand for certain retail store types amongst residents in the City, along with the existing expenditures of the residents for those same retail store types. What this means is that residents are having to leave the City to purchase goods, with the City's existing supply of these retail store types meeting only 57% of the resident's demand. If the properties in the Area were being utilized to their highest and best uses the Opportunity Gap across all of these sectors would potentially be met, which would in turn keep resident's expenditures local and also create additional property tax revenues through the development of new retail and commercial properties.

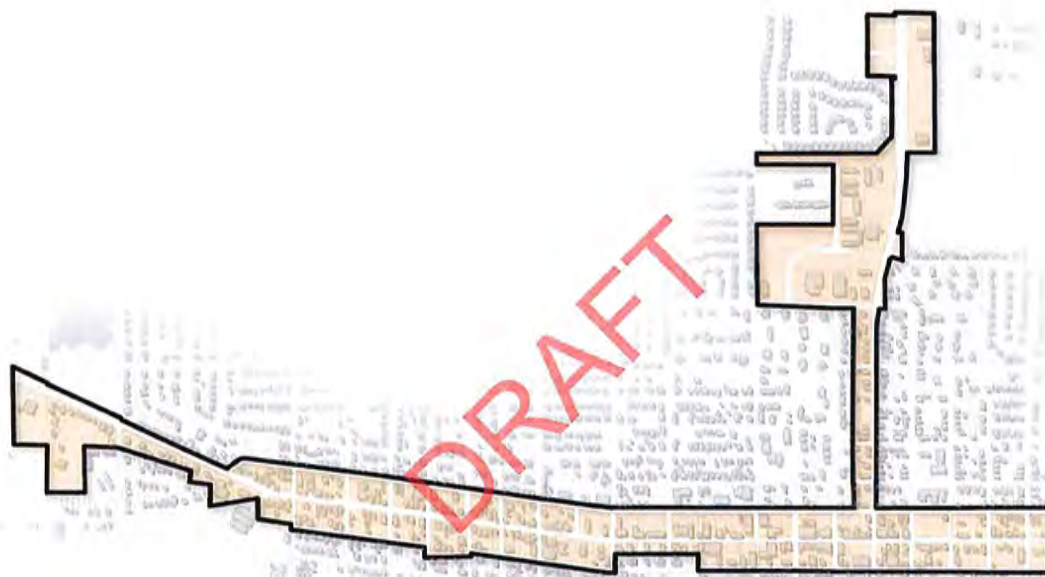
REDEVELOPMENT PLAN

The primary goal of the plan is to provide a resource for economic development throughout the Area. Some of the objectives of the Redevelopment Plan include, but are not limited to, the following:

- Upgrade the utilities and infrastructure throughout the Area, including sewer system improvements.
- Improve the sidewalks throughout the Area, including reconstructing/repairing those exhibiting deteriorated conditions along Main Street and neighboring areas.
- Facilitate requisite infrastructure improvements in accordance with IDOT requirements for the redevelopment of the Main Street corridor.
- Resurface roadways, construct curb and gutter, make parking lot improvements, and provide resources for other general site improvements.
- Redevelop those properties exhibiting deteriorated conditions, and other general site improvements.
- Enhance the sales tax base of the District.
- Facilitate streetscape and façade improvements for commercial properties in the Area.
- Recruit new retail businesses to promote future sales tax growth.
- Retain small businesses to the community, and assist with business development and expansion.
- Enhance the property tax base of the District.
- Provide assistance for the redevelopment of residential properties, including interior and exterior rehabilitation and renovation projects.
- Facilitate new development and encourage redevelopment to increase the EAV of the properties in the Area, which in turn creates new property tax revenues for all associated taxing districts.



MAIN STREET BUSINESS DISTRICT BUSINESS DISTRICT REDEVELOPMENT PLAN & PROJECT



The City of
MASCOUTAH, IL
July 17, 2023



Attachment B

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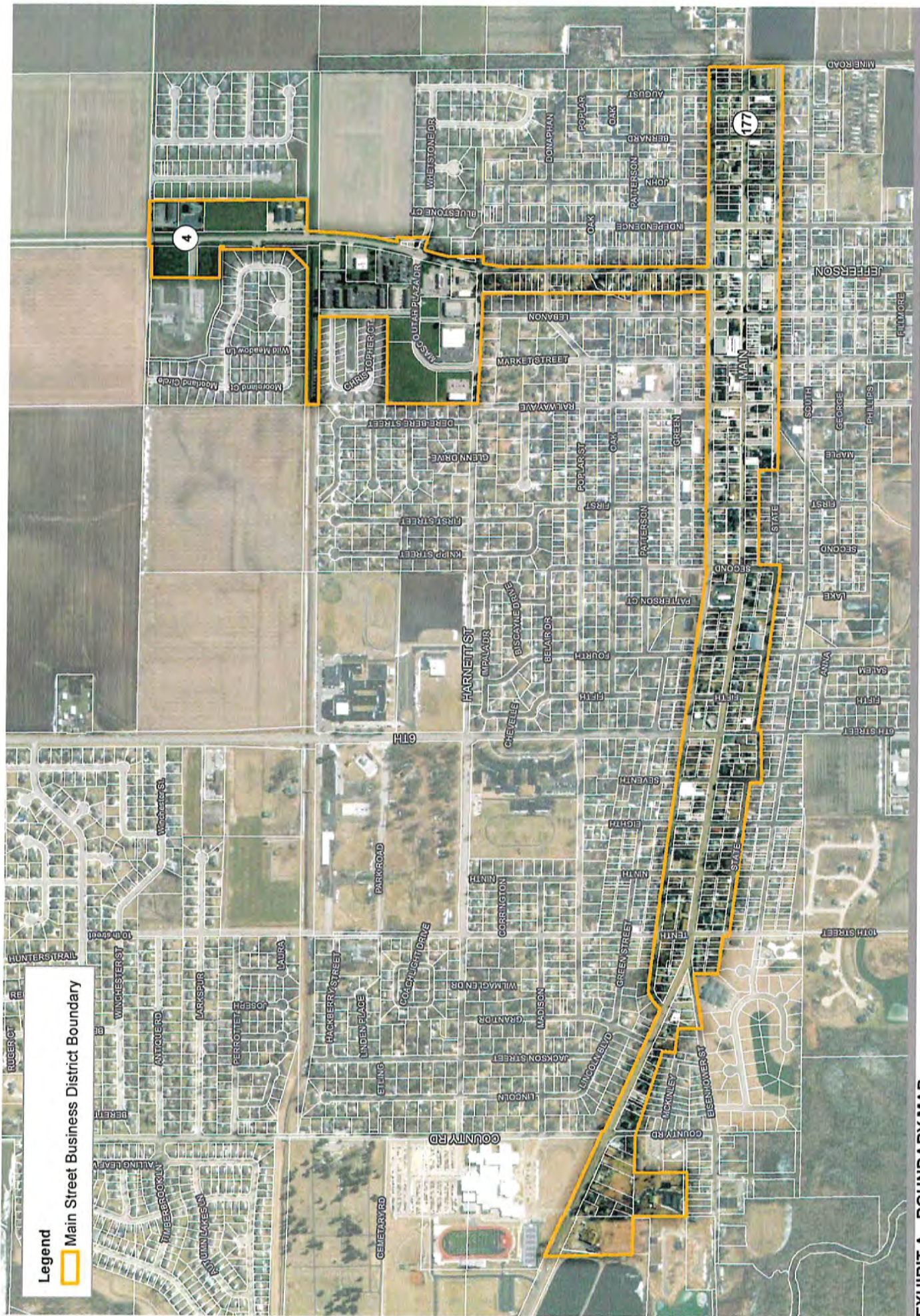
SECTION I. INTRODUCTION

Municipalities are authorized to create Business Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. ("Act"). The Act sets forth the requirements and procedures for establishing a Business District ("District") and a Business District Plan ("Plan"). The purposes of this Plan are to provide a document that demonstrates that the Business District (as defined below) is blighted, provide actions and activities to eradicate the blighting conditions found in this portion of the City, and assist in the development and redevelopment of the Business District. This Plan also identifies those activities, sources of funds, procedures, and other necessary requirements needed to implement the Plan, and use the sales taxes raised within the District to pay for certain eligible District costs.

The City of Mascoutah ("City") desires to pursue the establishment of the Main Street Business District Redevelopment Project Area ("Area") to provide resources for the redevelopment of properties in these portions of the City located in the proposed Business District Boundary. Some of the objectives of the Redevelopment Plan include, but are not limited to, the following:

- Upgrade the utilities and infrastructure throughout the Area, including sewer system improvements.
- Improve the sidewalks throughout the Area, including reconstructing/repairing those exhibiting deteriorated conditions along Main Street and neighboring areas.
- Resurface roadways, construct curbs and gutters, make parking lot improvements, and provide resources for other general site improvements.
- Redevelop those properties exhibiting deteriorated conditions, and other general site improvements.
- Enhance the sales tax base of the District.
- Facilitate streetscape and façade improvements for commercial properties in the Area.
- Recruit new retail businesses to promote future sales tax growth.
- Retain small businesses to the community and assist with business development and expansion.
- Enhance the property tax base of the District.
- Provide assistance for the redevelopment of residential properties, including interior and exterior rehabilitation and renovation projects.
- Facilitate new development and encourage redevelopment to increase the EAV of the properties in the Area, which in turn creates new property tax revenues for all associated taxing districts.

The proposed Main Street Business District encompasses 458 parcels of property and rights-of-way in the City. Generally, the Area includes the properties in the central downtown portions of the City along IL-4 and Main Street/IL-177. Beginning in the northern portion of the boundary property south of Onyx Drive is included, and the Area continues south along IL-4 to Main Street. Along Main Street the boundary includes property on both sides of the roadway, extending east to Mine Road and west to the area just west of County Road. The boundary map for the Area is attached as Exhibit A, with the existing land use map as Exhibit B. The Area is legally described in Appendix A.

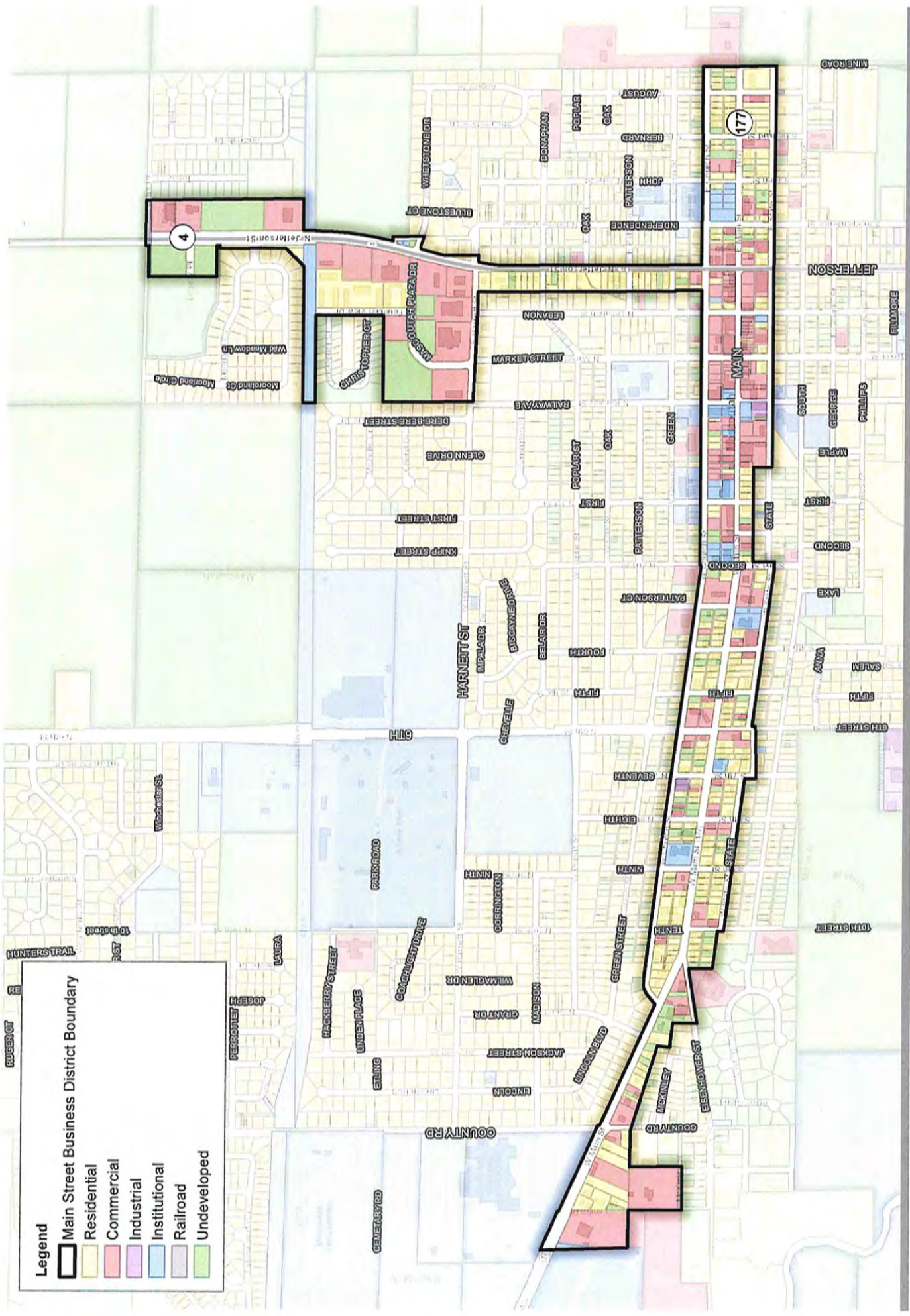


Legend

 Main Street Business District Boundary

EXHIBIT A - BOUNDARY MAP
MAIN STREET BUSINESS DISTRICT
Mascoutah, IL

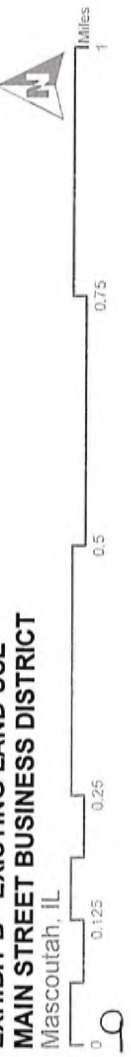




Legend

- Main Street Business District Boundary
- Residential
- Commercial
- Industrial
- Institutional
- Railroad
- Undeveloped

EXHIBIT B - EXISTING LAND USE
MAIN STREET BUSINESS DISTRICT
 Mascoutah, IL



SECTION II. STATUTORY BASIS FOR BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT

Business Districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 "the Act". The Act finds and declares that:

- *It is essential to the economic and social welfare of each municipality that business districts be developed, redeveloped, improved, maintained and revitalized, that jobs and opportunity for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development, or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;*
- *It is further found and determined that as a result of economic conditions unfavorable to the creation, development, improvement, maintenance, and redevelopment of certain business and commercial areas within municipalities opportunities for private investment and sound and stable commercial growth have been and will continue to be negatively impacted and business and commercial areas within many municipalities have deteriorated and will continue to deteriorate, thereby causing a serious menace to the health, safety, morals, and general welfare of the people of the entire State, unemployment, a decline in tax revenues, excessive and disproportionate expenditure of public funds, inadequate public and private investment, the unmarketability of property, and the growth of delinquencies of crime.*
- *In order to reduce threats to and to promote and protect the health, safety, morals, and welfare of the public and to provide incentives which will create employment and job opportunities, will retain commercial businesses in the State and related job opportunities and will eradicate blighting conditions if blighting conditions are present, and for the relief of unemployment and the maintenance of existing levels of employment, it is essential that plans for business districts be created and implemented and that business districts be created, developed, improved, maintained, and redeveloped.*
- *The creation, development, improvement, maintenance, and redevelopment of business districts will stimulate economic activity in the State, create and maintain jobs, increase tax revenues, encourage the creation of new and lasting infrastructure, other improvements, and facilities, and cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services and increase the general tax base, including, but not limited to, increased retail sales, hotel or restaurant sales, manufacturing sales, or entertainment industry sales, thereby increasing employment and economic growth.*
- *It is hereby declared to be the policy of the State, in the interest of promoting the health, safety, morals, and general welfare of all the people of the State, to provide incentives which will create new job opportunities and retain existing commercial businesses within the State and related job opportunities, and it is further determined and declared that the relief of unemployment, the maintenance of existing levels of employment, the creation of new job opportunities, the retention of existing commercial businesses, the increase of industry and commerce within the State, the reduction of the evils attendant upon unemployment, and the increase and maintenance of the tax base of the State and its political subdivisions are public purposes and for the public safety, benefit, and welfare of the residents of this State.*
- *The exercise of the powers provided in this Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within business districts, municipalities, and the State and its political subdivisions, the creation of employment, and the eradication of blight, if present within the business district, and the use of such powers for the creation, development, improvement, maintenance, and redevelopment of business districts of a municipality is hereby declared to be for the public safety, benefit, and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.*

The Act is intended to be used by municipalities to address and eradicate problems that cause areas to qualify as "blighted", and to carry out development and redevelopment projects that serve this end. The Act allows a municipality to accomplish development, redevelopment, and rehabilitation activities on a locally controlled basis. Development, redevelopment, and rehabilitation within a designated District will maintain existing taxes from sales within the District and, thus, maintain existing tax revenues and create new tax revenues which will be used to improve the District. These tax revenues can be used to finance certain "Business District Costs" as identified within the Act.

The statute allows the corporate authorities to designate an area of the municipality as a business district after a public hearing. Powers extended to the corporate authorities in a designated business district include the following:

- *To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection (11)) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.*
- *Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the municipality in connection therewith. To acquire property by eminent domain in accordance with the Eminent Domain Act.*
- *To clear any area within a Business District by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.*
- *To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.*
- *To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.*
- *To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.*
- *To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.*
- *To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the*

prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.

- *Utilize up to 1% of the revenue from a business district retailers' occupation tax and service occupation tax imposed under paragraph (10) and a hotel operators' occupation tax under paragraph (11) of Section 11-74.3-3 in connection with one business district for eligible costs in another business district that is: (A) contiguous to the business district from which the revenues are received; (B) separated only by a public right of way from the business district from which the revenues are received; or (C) separated only by forest preserve property from the business district from which the revenues are received if the closest boundaries of the business districts that are separated by the forest preserve property are less than one mile apart.*
- *To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a hotel operators' occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.*

The Act specifies that before a municipality can designate a District which imposes a retailers' occupation tax and create a Plan for such a District, the municipality must find that the District is "blighted", as that term is defined in the Act.

The Act also requires that any Plan adopted by a municipality include:

- A specific description of the District boundaries and map;
- A general description of each project proposed to be undertaken within the District including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed Business District;
- The name of the proposed District;
- The estimated Business District project costs;
- Anticipated source of funds to pay District project costs;
- Anticipated type and terms of any obligations to be issued; and
- The retailers' occupation tax and service occupation tax, if any, and the rate of such taxes and the period of time for which the tax shall be imposed.

SECTION III. BLIGHT ANALYSIS

A. Introduction

Municipalities are authorized to create business districts by the Illinois Municipal Code (65 ILCS 5/11-74.3 et seq. - the "Act"). The Act sets forth the requirements and procedures for establishing a business district and a business district plan. The City has deemed such action desirable to facilitate economic development activities in this portion of the City. The criteria and individual factors that were utilized in conducting the evaluation of the conditions in the proposed business district are outlined on the following pages.

B. Statutory Qualifications

The definitions for qualifying the District as "blighted" are defined in the Act as follows:

"Blighted area" means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.

C. Investigation and Analysis of Blighting Conditions

In determining whether the District meets the eligibility requirements of the Act, various methods of research and field surveys were utilized. These included:

- Examination of conditions in the District by experienced staff of Moran Economic Development. These personnel are trained in techniques and procedures of determining conditions of local properties, utilities, streets, etc., and determination of eligibility of areas for business district designation.
- Contacts with City officials and other individuals knowledgeable about Area conditions and history, the age and condition of site improvements, utility and infrastructure improvements, and related items.
- Examination of maps, aerial photographs, and historic data related to the proposed Area.
- Research of St. Clair County property tax records and equalized assessed value ("EAV") information.
- Research of Illinois State Geological Survey ("ISGS") data related to the location of underground mines in the region.
- Use of Claritas, LLC ("Claritas") data, which is sourced from Environics Analytics, the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, and Data Axle.
- Review of the St. Clair County Multi-Hazard Mitigation Plan ("Hazard Mitigation Plan").
- Use of Illinois Department of Transportation ("IDOT") average annual daily traffic ("AADT") count data.
- Review of the findings and determinations established by the Act in creating business districts. These findings include:
 - That it may be considered essential to the economic or social welfare of the municipality that business districts be maintained and revitalized by assuring opportunities for development or redevelopment and attracting sound and stable business and commercial growth.
 - That such a result should conform to the comprehensive plan of the municipality and a specific plan for business districts officially approved by the corporate authorities of the municipality after the public hearing.
 - That the exercise of the powers provided in Section 11-74.3-1 (of the Act) is dedicated to the promotion of the public interest and to the enhancement of the tax base of business districts, and the use of such powers for the development and redevelopment of business districts of a municipality is hereby declared to be a public use essential to the public interest.

The Act specifies that certain requirements must be met before a municipality can proceed with implementing business district development and redevelopment projects and imposing the retailers'

occupation tax, service occupation tax, and hotel operators' occupation tax. One of these is that the municipality must demonstrate that the District qualifies as eligible for business district designation.

D. The Proposed District

The proposed Main Street Business District encompasses 458 parcels of property and rights-of-way in the City. Generally, the Area includes the properties in the central downtown portions of the City along IL-4 and Main Street/IL-177. Beginning in the northern portion of the boundary property south of Onyx Drive is included, and the Area continues south along IL-4 to Main Street. Along Main Street the boundary includes property on both sides of the roadway, extending east to Mine Road and west to the area just west of County Road.

E. Review of Findings & Qualifications of the District

In order to impose the retailers' occupation tax and service occupation tax, the corporate authorities of the municipality shall make a formal finding that the Area is a "Blighted Area", as defined in Section III-B. The following is a review of the findings.

Much of the Area exhibits deteriorated site improvements in some form, which can be generally classified as either structural or surface improvements. Approximately 64% of the 448 structures in the Area show some sort of notable defects in the structural components, which were common in foundations, exterior walls, roofs, doors, windows, gutters, downspouts, siding, and other fascia materials. Generally, much of the deteriorated conditions noted could be attributed to the age of the structures, as per Claritas approximately 52% of the structures in the Area were built prior to 1980, with a median year of construction being 1978. Further, approximately 21% of the structures were built prior to 1940.

Additionally, 67% of the parcels exhibit deteriorated surface improvements. Common forms of this type of deterioration found were deteriorated sidewalks, unkempt gravel areas, cracked and deteriorated roadway surfacing, potholes, crumbling asphalt, and grass or weed growth in some of the surface improvements. In other portions of the proposed district parking lots, entry ways, alleyways, and driveways lack proper pavement and exhibit signs of deterioration. Similarly to the structural deterioration much of the surface deterioration can be attributed to general age, as over time vehicular wear and exposure to the elements degrades the improvements. Conditions such as these were present in 308 of the 458 parcels which make up the Area.

The ISGS maintains records of active and abandoned coal mines in the state. Data from the ISGS was utilized in creating Exhibit C, which shows the portions of the Area that are either directly over an underground mine or within the mine proximity region. The Area is undermined primarily by mines as part of the Herrin seam, ISGS Index 340 and 3486. The ISGS No. 340 mine was operated by the Kolb Coal Co. from 1895-1930. This was mined in a modified room and pillar method, with a shaft opening. Mine number 3486 was in operation from 1882-1956 by four different companies (Schubert Coal Co., Beatty Coal Co., Beatty, and Mascoutah Coal Co.). This was also a modified room and pillar panel mine, with a shaft opening. The mined area is shown in addition to the proximity zone, per the ISGS. This zone includes the land over or adjacent to the mines that, on the basis of the mapped extent and general depth of the mine, could be affected by subsidence. Mine subsidence is the downward movement of rocks and soils triggered by a structural failure in an active or abandoned underground mine. Subsidence generally manifests in two forms, either pit or sag. Pit subsidence results in moderate depressions (six to eight feet) and range from 20 to 40 feet in diameter. Pit subsidence occurs when the roof of a mine collapses and the void reaches up through the bedrock to the surface, where a hole eventually forms. Sag subsidence forms a general depression over a large area, originating in places where mine pillars have failed (disintegrated, collapsed, or settled into the mine floor). Sag sites can be quite large, spanning areas of several hundred feet in diameter. Pit subsidence is generally found in shallow mines (less than 60 feet), whereas sag subsidence is found in deeper mines.

These conditions pose a potential barrier to future development, and mine subsidence could threaten any of the existing structural improvements over undermined areas. The Multi-Hazard Mitigation Plan for St. Clair County identifies the City as being potentially susceptible to subsidence and details the types of damage to structures built over mined areas, as well as roadways, utility lines/pipes, railroads, and bridges.

The Hazard Mitigation Plan notes prior occurrences of ground failure in the county and how those events have caused damage to site improvements. The Plan considers all buildings located in or around undermined areas to be vulnerable to ground failure due to subsidence events.

There are issues with improper subdivision and obsolete platting throughout the Area. Some of the existing platting does not meet the needs of the contemporary standards, exhibited by characteristics such as being too large, too small, or in a size or shape that would not comply with guidelines for development. Other smaller parcels were divided in a way that seems to have occurred on an as-needed basis, but has left properties in dimensions that are unusable in their current configuration. These parcels are an inefficient use of land and represent improper subdivision and obsolete platting. These types of issues can be hurdles to the development or redevelopment of an Area, as the need for parcel combinations or splits can be difficult with multiple property owners or other stakeholders involved. There have been numerous examples of parcel reconfigurations in this portion of the City in recent years, and it is likely that further reconfigurations would be necessary to redevelop or develop the properties in the future. Without a guided plan for redevelopment, it is unlikely the properties exhibiting these conditions will be utilized to their highest and best use.

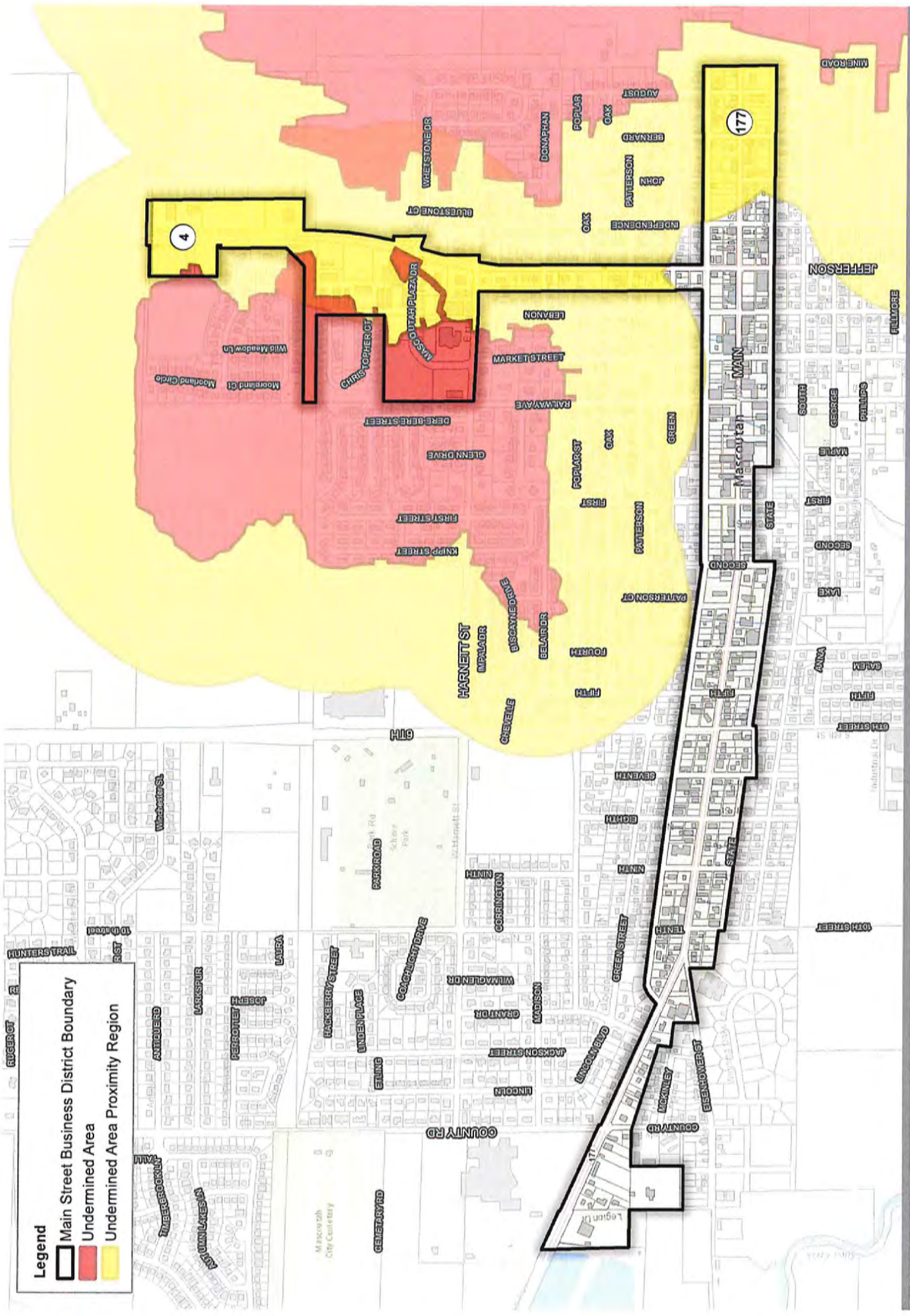
The presence of these factors, in combination, creates conditions which constitute an economic liability to the City. Additionally, these factors combine to contribute to the economic underutilization of the Area.

The presence of deteriorated structures and conditions can create a perception of localized economic decline, which in turn deters future investment in the neighboring properties. When reinvestment does not occur, particularly in the older portions of the Area, then the structural and surface improvements decline and in turn property values remain stagnant or can decrease. Additionally, conditions such as obsolete platting can make coordinating development difficult. In order for these properties to be utilized to their highest and best uses some sort of reconfiguration of the land would be necessary, either through splits, combinations, or both. When multiple stakeholders and property owners are involved the process becomes more difficult, resulting in the parcels remaining undeveloped or without any investment in redevelopment and contributing to stagnant or declining property tax revenues. Finally, the existence of conditions threatening property could potentially deter investment in those portions of the City either directly undermined or in the proximity region, or at least add to development costs which can present a barrier to the economic growth of the property.

In order to determine whether properties in a project Area could be considered to be stagnant or in decline, the growth rates of the EAVs of the parcels can be compared to the growth rates of the balance of the City, which is the total value of Mascoutah minus the value of the properties which make up the Area. The established threshold for redevelopment project areas by the state of Illinois to document stagnant EAV growth is if the properties have been growing at rate at or below the balance of the municipality for three of the last five years for which data is available. Approximately 85% of the 458 parcels in the Area have had at least three years where the annual EAV growth rates are less than the balance of the City from 2017-2022. This widespread stagnation of economic growth in the Area is shown in Exhibit D. This analysis demonstrates that there are conditions present in the Area which cause it to be an economic liability to the City, and if there is not some program of intervention to reverse the trend of stagnant property values then the conditions will continue to worsen, which in turn will reduce the amount of tax revenues the City and associated taxing districts will draw from the properties.

The Area could also be considered to be economically underutilized. There have been developments in the Area, but the vast majority of the parcels are underperforming when compared to the balance of the City. Not including the I-64 interchange, the proposed Business District Area encompasses the most trafficked areas in the City, including the main thoroughfares of IL-4 and Main Street, in addition to the City's downtown area. As shown in Exhibit E, IL-4 has an AADT count of nearly 8,000 and Main Street nearly 7,000. This is an indication that the uses in the Area are failing to capitalize on the visibility of these properties, both in the form of undeveloped properties not being utilized to their highest and best uses.

Another indication of the economic underutilization of the Area is in the form of the Retail Opportunity Gap that exists for the City. Retail Market Power ("RMP") data from Claritas (outlined in Table A) shows an



Legend

- Main Street Business District Boundary
- Undetermined Area
- Undetermined Area Proximity Region

EXHIBIT C - UNDERMINED AREA
MAIN STREET BUSINESS DISTRICT
Mascoutah, IL



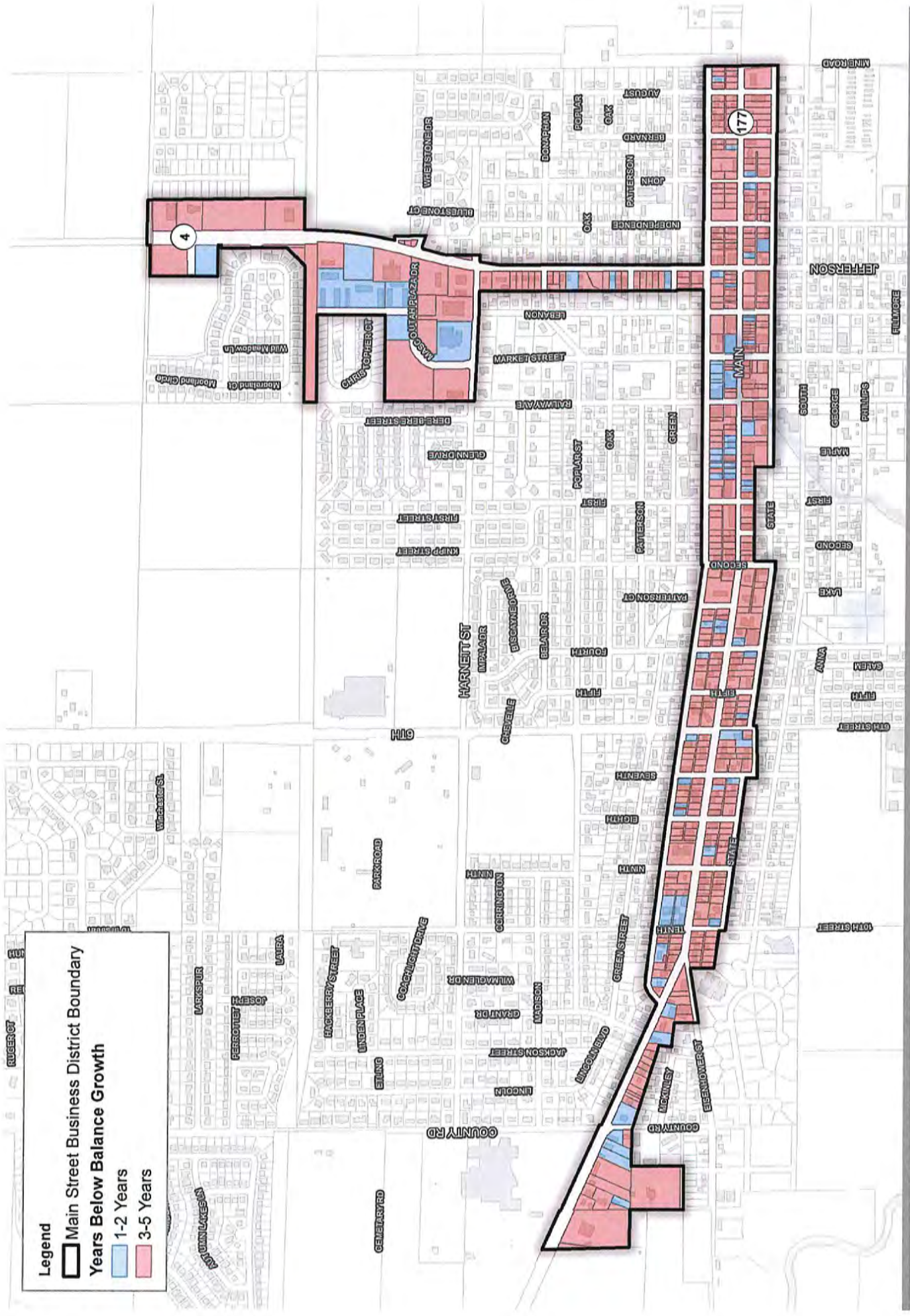
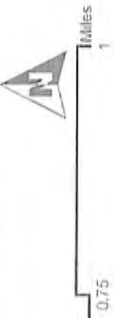


EXHIBIT D - CITY BALANCE EAV COMPARISON
 MAIN STREET BUSINESS DISTRICT
 Mascoutah, IL



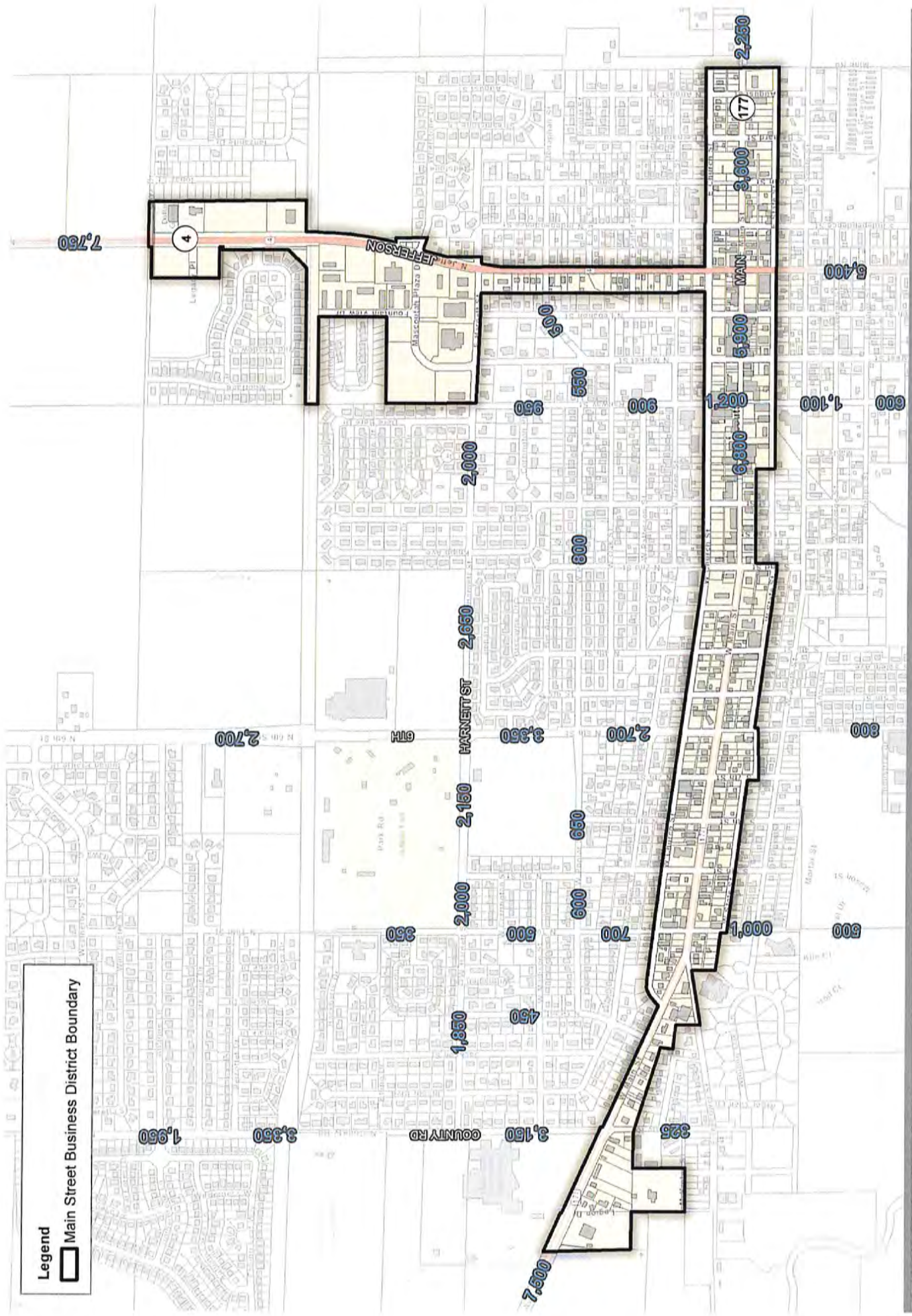


EXHIBIT E - AADT COUNTS
MAIN STREET BUSINESS DISTRICT
 Mascoutah, IL

Opportunity Gap of over \$75M in the City across all retail trade sectors, identified by the North American Industry Classification System (NAICS) code. This data provides an analysis of the existing demand for certain retail store types amongst residents in the City, along with the existing expenditures of the residents for those same retail store types. While some of the sub NAICS categories show that the demand is being met for certain retail store types that have a surplus, overall there is a significant opportunity gap. What this means is that residents are having to leave the City to purchase goods, with the City's existing supply of these retail store types meeting only 57% of the resident's demand. If the properties in the Area were being utilized to their highest and best uses the Opportunity Gap across all of these sectors would potentially be met, which would in turn keep resident's expenditures local and also create additional property tax revenues through the development of new retail and commercial properties. Again, the presence of some of the aforementioned factors can inhibit reinvestment in the Area, and it is likely that only through a program of intervention and a means to achieve those ends, will these properties be utilized to their highest and best uses.

TABLE A - RETAIL STORE OPPORTUNITY GAP

RETAIL STORE TYPE	NAICS	DEMAND	SUPPLY	OPPORTUNITY GAP/SURPLUS
Total Retail Trade Including Food & Drink	44, 45, 722	\$174,347,340	\$99,041,738	\$75,305,603
Motor Vehicle & Parts Dealers	441	\$39,191,091	\$12,468,131	\$26,722,960
Furniture & Home Furnishings Stores	442	\$2,974,840	\$5,393,879	(\$2,419,039)
Electronics & Appliance Stores	443	\$2,440,996	\$2,066,932	\$374,064
Building Material & Garden Equipment & Supplies Dealers	444	\$11,439,761	\$5,352,271	\$6,087,490
Food & Beverage Stores	445	\$20,956,731	\$14,774,660	\$6,182,071
Health & Personal Care Stores	446	\$9,227,587	\$4,374,095	\$4,853,493
Gasoline Stations	447	\$12,162,843	\$5,492,526	\$6,670,317
Clothing & Clothing Accessories Stores	448	\$6,904,692	\$3,725,626	\$3,179,066
Sporting Goods, Hobby, Musical Instrument, & Book Stores	451	\$2,549,242	\$3,119,417	(\$570,175)
General Merchandise Stores	452	\$18,968,894	\$22,333,919	(\$3,365,025)
Miscellaneous Store Retailers	453	\$3,200,707	\$2,826,864	\$373,843
Non-Store Retailers	454	\$26,594,030	\$3,271,308	\$23,322,723
Food Services & Drinking Places	722	\$17,735,926	\$13,842,110	\$3,893,815

Source: Claritas, Environics Analytics, US Census Bureau of Labor Statistics, Data Axle

The potential use of Business District Redevelopment Project resources should serve to overcome the conditions in the Area which contribute to both the economic liability and underutilization of the properties.

F. Qualification Summary & Findings

The District is found to be eligible as "blighted" due to the presence conditions representative of those outlined in the Act. These include conditions such as the deterioration of site improvements, conditions which potentially endanger property, and improper subdivision or obsolete platting. These factors, in combination, constitute an economic liability to the City and an economic underutilization of the Area. Additional findings for the Proposed Business District Area include:

- The Proposed Business District, on the whole, has not been subject to growth and development through private enterprise.
- The Proposed Business District would not reasonably be anticipated to be developed or redeveloped without the adoption of the Business District Development or Redevelopment Plan.
- The Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole.

SECTION IV. BUSINESS DISTRICT REDEVELOPMENT PLAN

The City of Mascoutah is considering the approval of the Business District Plan in order to provide an important tool for the remediation of blighting conditions present in the City. In looking to achieve this end, the City will seek to adhere to certain objectives and policies.

A. Objectives

The objectives of the Plan are to:

- Upgrade the utilities and infrastructure throughout the Area, including sewer system improvements.
- Improve the sidewalks throughout the Area, including reconstructing/repairing those exhibiting deteriorated conditions along Main Street and neighboring areas.
- Facilitate requisite infrastructure improvements in accordance with IDOT requirements for the redevelopment of the Main Street corridor.
- Resurface roadways, construct curb and gutter, make parking lot improvements, and provide resources for other general site improvements.
- Redevelop those properties exhibiting deteriorated conditions, and other general site improvements.
- Enhance the sales tax base of the District.
- Facilitate streetscape and façade improvements for commercial properties in the Area.
- Recruit new retail businesses to promote future sales tax growth.
- Retain small businesses to the community, and assist with business development and expansion.
- Enhance the property tax base of the District.
- Provide assistance for the redevelopment of residential properties, including interior and exterior rehabilitation and renovation projects.
- Facilitate new development and encourage redevelopment to increase the EAV of the properties in the Area, which in turn creates new property tax revenues for all associated taxing districts.

B. Policies

The City of Mascoutah will follow certain policies to achieve the objectives outlined above. These policies include:

- Use Business District-derived revenues to implement the Plan.
- Use Business District-derived revenues to carry out public infrastructure and utility improvements.
- Utilize City staff and consultants to undertake those actions necessary to accomplish the specific public-side actions and activities outlined in the Business District Plan.
- Provide financial assistance, as permitted by the Act, to complete certain private actions and activities as outlined in the Business District Plan. The Council recognizes that most revenues will be used to support public improvements but in cases where private development needs assistance the City should consider aiding only after application to the City is made. The Council is to further develop policies regulating the type and form of development to support. Only then can the City consider assistance.
- Use Business District-derived revenues to support new development paying particular attention to the impact that development will have on the community.
- Utilize the powers extended to the corporate authorities in a designated District.

These objectives and policies may be amended from time to time as determined by the City.

C. Components of the Business District Plan

1. Boundary Delineation

A number of factors were taken into consideration in establishing the boundary of the District. Established planning guidelines and standards have been followed in delineating the boundary and preparing the Plan. Discussions with City officials and review of the physical conditions in the Area largely determined the proposed Business District Boundary. Based upon these investigations, the

eligibility requirements for establishing and enabling taxes, the determination of redevelopment needs within the City, the location of requisite infrastructure and utility improvements, and the location of the blighting factors found, the boundaries of the District were determined. The proposed Main Street Business District encompasses 458 parcels of property and rights-of-way in the City. Generally, the Area includes the properties in the central downtown portions of the City along IL-4 and Main Street/IL-177. Beginning in the northern portion of the boundary property south of Onyx Drive is included, and the Area continues south along IL-4 to Main Street. Along Main Street the boundary includes property on both sides of the roadway, extending east to Mine Road and west to the area just west of County Road.

2. The Development Project

The development goals of the City of Mascoutah for the Business District envision a program resulting in the ability to provide for the development and redevelopment of the properties which make up the Area. The satisfaction of these needs will ultimately increase the sales and property tax revenues generated in the Area for the City, as well as provide a revenue source for the City to make necessary infrastructure and structural improvements throughout the Area. Additionally, the City wishes to promote and enhance the existing commercial properties in the City, including the downtown portion as well as those properties in the northern portion of the District along IL-4. These goals will be accomplished through both public and private projects to encourage economic growth in the District. These projects will be undertaken by a range of stakeholders, from developers and property owners in the Area to the City itself. The Plan is to be adopted without specific designation of the developers for these projects as they will be executed in phases throughout the life of the Business District. Projects may include multiple developers on a larger scale site development, individual property owners making building or site improvements on a smaller scale, or improvement projects initiated by the City. Thus, no specific users or tenants are presently identified; rather, as Developers are attracted to redevelop the Area, these will be considered by the City. The City may provide economic development assistance through the funding of certain development costs to be incurred by a developer(s) for these Projects under the terms and conditions of separate development agreements, as guided by the policies of this Plan. Economic development assistance shall include expenditures for public improvements and extraordinary project costs. These costs for the Projects are estimated in Table B on the following page. Table B should not be construed to limit the ability of the City to enter into development agreements, which provide for other costs, additional costs, or a different distribution of these costs among the various line items. Specific limitations on such cost items and any distribution between them will be specified in development agreements by and between the City and any developer(s).

3. Name of Business District

The name of the District is the Main Street Business District.

4. Estimated Business District Project Costs

The cost estimate associated with development activities to be funded from available revenues of the City ("Pledged Revenues") as discussed below, is presented in Table B - Estimated Business District Project Costs. The estimate includes reasonable and necessary costs incurred, or estimated to be incurred, during the implementation of the Business District Plan. The estimated costs in Table B are subject to refinement as specific plans and designs are finalized and experience is gained in implementing the Plan and do not include financing costs and the retail sales tax which will be applied to pay the portion of such costs which are eligible to be funded under the Act. As such, debt service and expenses associated with issuance bonds, or other obligations, are in addition to costs stated in Table B. It should also be noted that the Estimated Business District Project Costs listed below are likely to be more than might be extended to a developer through any formal agreement between a developer and the City.

TABLE B - ESTIMATED BUSINESS DISTRICT PROJECT COSTS

DESCRIPTION	ESTIMATED COSTS
Costs of studies, surveys development of plans, and specifications, implementation and administration of the district including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning, and other services.	\$2,125,000
Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person.	\$9,725,000
Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons.	\$8,675,000
Costs of installation or construction within the business district of buildings, including structures, works, streets, improvements, equipment, utilities, or fixtures.	\$12,225,000
TOTAL ESTIMATED BUDGET	\$32,750,000

Expenditures in individual categories may differ from those shown above; however, the total amount of the Estimated Redevelopment Project Costs will not exceed \$32,750,000 plus any additional interest and financing costs as may be required. Adjustments may be made among budget categories to reflect implementation of the Plan.

5. Anticipated Source of Funds to Pay Business District Project Costs

The anticipated source of funds to pay District project costs are those tax revenues raised by the retailers' occupation tax to be imposed by the Business District (the "Business District Tax") which will be applied to pay eligible costs under the Act. In addition, the District's costs and obligations may be paid for, in whole or in part, by revenues from other funding sources. These may include state and federal programs, municipal sales tax revenue and tax increment financing revenues in those portions of the Business District which overlap with the Business District Redevelopment Area (collectively, the "Pledged Revenues").

6. Anticipated Type and Terms of Any Obligations to be Issued

To expedite the implementation of the Business District Plan, The City of Mascoutah, pursuant to the authority granted to it under the Act, may issue obligations to pay for the Business District Costs. These obligations may be secured by future amounts to be collected and allocated to the Business District Tax Allocation Fund. Such obligations may take the form of any loan instruments authorized by the Act. Such loans or obligations may be issued pursuant to the Business District Plan. The City anticipates that notes, bonds, or similar obligations may be issued secured by revenues in the Business District Tax Allocation Fund to fund eligible District costs. When District costs, including all municipal obligations financing Business District project costs incurred under Section 11-74.3-3 have been paid, any surplus funds then remaining in the Business District Tax Allocation Fund shall then be distributed to the municipal treasurer for deposit into the municipal general corporate fund.

7. The rate of Any Tax to be Imposed pursuant to Subsection (10) and (11) of Section 11-74.3-3 of the Act

Within the District, a rate of tax of 1.0% shall be imposed as a retailer's occupation tax and service occupation tax. Such tax shall be imposed for up to, but no more than, 23 years.

SECTION V. FINDINGS AND COMPLETION OF OBLIGATIONS

A. Formal Findings

The City of Mascoutah makes the following formal findings with respect to establishing the Business District Plan:

The area to be designated as a Business District is contiguous and includes only parcels of real property directly and substantially benefited by the Business District Plan.

The Business District, in its entirety, is located within the City limits of Mascoutah, Illinois.

The City's exercise of the powers provided in the Act is dedicated to the promotion of the public interest and to the enhancement of the tax base of the Business District, and the use of the powers for the development and redevelopment of the Business District as provided in this Plan is declared to be a public use essential to the public interest of the residents of the City of Mascoutah, Illinois.

The Business District is a blighted area; the presence of deterioration of site improvements, the presence of conditions threatening property, improper subdivision or obsolete platting, and other existing conditions contribute to the properties in the Area being an economic liability to the City, as well as the properties being economic underutilized.

The Business District, on the whole, has not been subject to growth and development through investment by private enterprise or would not reasonably be anticipated to be redeveloped without the adoption of the Business District Development Plan.

The Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole, as determined by the City Council.

B. Completion of Business District Projects / Retirement of Obligations

Upon payment of all Business District project costs and retirement of outstanding obligations, but in no event more than 23 years after the date of adoption of the ordinance approving the Business District Plan, the municipality shall adopt an ordinance immediately rescinding the taxes imposed pursuant to subsections of (10) and (11) of Section 11-74 3-3.

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APPENDIX A

LEGAL DESCRIPTION

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APPENDIX A – LEGAL DESCRIPTION

THE AREA AS DESCRIBED BELOW INCLUDES PARTS OF SECTIONS 29, 31, AND 32 IN TOWNSHIP 1 NORTH 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN ST. CLAIR COUNTY, ILLINOIS, AND SECTION 36 IN TOWNSHIP 1 NORTH 7 WEST OF THE THIRD PRINCIPAL MERIDIAN IN ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ONYX DRIVE AND THE EAST LINE OF ST. CLAIR COUNTY ASSESSOR'S PARCEL (HEREAFTER REFERRED TO AS "ASSESSOR'S PARCEL") WITH PIN 10290312001, THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 601 FEET TO THE NORTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 10290303026; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 556 FEET TO THE NORTH LINE OF LOT 4 IN THE PRAIRIE VIEW ESTATES PHASE 1 SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10290303012; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 215 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10290303014; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 525 FEET TO THE NORTH CORNER OF OUTLOT B IN SAID SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10290315018; THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 207 FEET TO THE NORTH LINE OF ASSESSOR'S PARCEL WITH PIN 10290300002; THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF APPROXIMATELY 1,093 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 100 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 699 FEET TO THE WEST RIGHT-OF-WAY LINE OF FOUNTAINVIEW DRIVE; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 545 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN THE ST. CHRISTOPHER LAKE RESUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10290311009; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 594 FEET TO THE EAST LINE OF LOT 32 IN THE KLINGELHOEFER SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10300406017; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 724 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST HARTNETT STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 877 FEET TO THE NORTHEAST CORNER OF LOT 2 IN THE JEFFERSON PLACE SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10320101001; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 1,595 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST GREEN STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 9 FEET TO THE NORTHEAST CORNER OF LOT 4 IN THE TETRICK AND FIKES ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10320130018; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 213 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST CHURCH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 2,202 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH SECOND STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 10 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 3,569 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,061 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH COUNTY ROAD; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 15 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,102 FEET TO THE POINT OF INTERSECT WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF ASSESSOR'S PARCEL WITH PIN 09360201042; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND WEST LINE A DISTANCE OF APPROXIMATELY 705 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 09360201043; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 303 FEET TO THE NORTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 09360201051; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 428 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MCKINLEY STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 350 FEET TO THE POINT OF INTERSECT WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID PARCEL; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND EAST LINE A DISTANCE OF APPROXIMATELY 421 FEET TO THE SOUTH LINE OF LOT 4 IN THE JOKISCH TRACTS A.P. SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 09360201009; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 296 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH COUNTY ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN THE WEST PARK PLACE SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310111050; A DISTANCE OF APPROXIMATELY 704 FEET TO THE NORTHEAST CORNER OF LOT 3 IN THE HOERCHER ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310111051; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 100 FEET TO THE NORTH LINE OF LOT 4 IN SAID SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310111048; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 194 FEET TO THE NORTHEAST CORNER OF LOT 7 IN SAID SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310111032; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 195 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EISENHOWER STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 444 FEET TO THE NORTHEAST CORNER OF LOT 13 IN THE MASCOUTAH RESIDENTIAL CARE VILLAS AND TOWNHOUSES SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310113025; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 190 FEET TO THE SOUTHWEST CORNER OF LOT 14 IN SAID SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310113026; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 303 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH TENTH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 50 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST STATE STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,230 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH SEVENTH STREET; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 92 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST STATE STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 421 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH SIXTH STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 28 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST STATE STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,329 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH SECOND STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 172 FEET TO THE NORTHWEST CORNER OF LOT 127 IN THE JOHN SCHEELS ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310243012; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 754 FEET TO THE NORTHEAST CORNER OF LOT 123 IN SAID SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10310244043; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 150 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST STATE STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 3,207 FEET TO THE WEST RIGHT-OF-WAY LINE OF MINE ROAD; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 325 FEET TO THE SOUTHEAST CORNER OF LOT 52 IN THE SCHMAHL'S SECOND ADDITION SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10320143008; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT AND PARCEL A DISTANCE OF APPROXIMATELY 266 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST CHURCH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,582 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH JEFFERSON STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 1,807 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST HARNETT STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 54 FEET TO THE POINT OF INTERSECT WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 12 IN THE MEADOW LAWN SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10290301024; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND WEST LINE A DISTANCE OF APPROXIMATELY 473 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH JEFFERSON STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 201 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WHETSTONE LANE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 104 FEET TO THE POINT OF INTERSECT WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21 IN THE STONEMILL ESTATES SUBDIVISION, ALSO ASSESSOR'S PARCEL WITH PIN 10290305001; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND WEST LINE A DISTANCE OF APPROXIMATELY 253 FEET TO THE SOUTHEAST CORNER OF ASSESSOR'S PARCEL WITH PIN 10290304001; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 36 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH JEFFERSON STREET; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF APPROXIMATELY 734 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL WITH PIN 10290312017; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 250 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF APPROXIMATELY 1,229 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ONYX DRIVE, AND POINT OF BEGINNING FOR THIS DESCRIPTION.

DISTANCES REFERENCED ARE CALCULATED IN ACCORDANCE WITH THE ILLINOIS COORDINATE SYSTEM ACT (765 ILCS 225/1), MORE PRECISELY DEFINED AS THE ILLINOIS COORDINATE SYSTEM, WEST ZONE, BASED ON THE TRANSVERSE MERCATOR PROJECTION OF THE NORTH AMERICAN DATUM 1983.

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APPENDIX B

PARCEL ID LIST

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APPENDIX B - PARCEL ID LIST

09-36.0-201-008	10-31.0-111-011	10-31.0-130-009	10-31.0-218-006
09-36.0-201-009	10-31.0-111-012	10-31.0-130-010	10-31.0-218-010
09-36.0-201-010	10-31.0-111-013	10-31.0-130-011	10-31.0-218-012
09-36.0-201-011	10-31.0-111-027	10-31.0-130-012	10-31.0-218-014
09-36.0-201-012	10-31.0-111-035	10-31.0-130-013	10-31.0-218-015
09-36.0-201-021	10-31.0-111-036	10-31.0-130-015	10-31.0-218-016
09-36.0-201-025	10-31.0-111-037	10-31.0-131-001	10-31.0-219-001
09-36.0-201-032	10-31.0-111-039	10-31.0-131-002	10-31.0-219-002
09-36.0-201-033	10-31.0-111-041	10-31.0-131-005	10-31.0-219-003
09-36.0-201-042	10-31.0-111-042	10-31.0-131-006	10-31.0-219-005
09-36.0-201-043	10-31.0-111-043	10-31.0-131-007	10-31.0-219-006
09-36.0-201-044	10-31.0-111-044	10-31.0-131-008	10-31.0-219-007
09-36.0-201-050	10-31.0-111-045	10-31.0-131-012	10-31.0-219-008
09-36.0-201-051	10-31.0-111-047	10-31.0-131-013	10-31.0-219-009
10-29.0-300-002	10-31.0-111-050	10-31.0-131-014	10-31.0-219-011
10-29.0-300-027	10-31.0-111-054	10-31.0-131-015	10-31.0-219-012
10-29.0-300-031	10-31.0-113-002	10-31.0-131-017	10-31.0-219-013
10-29.0-301-001	10-31.0-113-003	10-31.0-131-018	10-31.0-220-021
10-29.0-301-002	10-31.0-113-005	10-31.0-132-005	10-31.0-220-022
10-29.0-301-016	10-31.0-113-006	10-31.0-132-006	10-31.0-220-025
10-29.0-301-020	10-31.0-113-009	10-31.0-132-007	10-31.0-221-003
10-29.0-301-024	10-31.0-113-011	10-31.0-132-008	10-31.0-221-004
10-29.0-302-008	10-31.0-113-012	10-31.0-132-012	10-31.0-221-005
10-29.0-302-010	10-31.0-113-013	10-31.0-132-013	10-31.0-221-006
10-29.0-302-012	10-31.0-113-025	10-31.0-132-014	10-31.0-221-007
10-29.0-302-015	10-31.0-113-026	10-31.0-132-015	10-31.0-221-008
10-29.0-302-016	10-31.0-127-006	10-31.0-132-016	10-31.0-221-009
10-29.0-302-017	10-31.0-127-008	10-31.0-132-017	10-31.0-221-010
10-29.0-302-018	10-31.0-127-009	10-31.0-132-018	10-31.0-221-011
10-29.0-302-019	10-31.0-127-015	10-31.0-132-019	10-31.0-221-012
10-29.0-302-020	10-31.0-127-019	10-31.0-133-001	10-31.0-221-013
10-29.0-303-016	10-31.0-127-020	10-31.0-133-002	10-31.0-222-005
10-29.0-303-026	10-31.0-127-021	10-31.0-133-003	10-31.0-222-006
10-29.0-303-027	10-31.0-128-001	10-31.0-133-004	10-31.0-222-011
10-29.0-311-013	10-31.0-128-002	10-31.0-133-005	10-31.0-222-012
10-29.0-311-018	10-31.0-128-003	10-31.0-133-006	10-31.0-222-013
10-29.0-311-019	10-31.0-128-008	10-31.0-133-009	10-31.0-222-014
10-29.0-312-001	10-31.0-128-013	10-31.0-133-010	10-31.0-222-015
10-29.0-312-002	10-31.0-128-014	10-31.0-133-011	10-31.0-222-016
10-29.0-312-017	10-31.0-128-016	10-31.0-133-012	10-31.0-223-001
10-29.0-312-039	10-31.0-129-001	10-31.0-133-013	10-31.0-223-003
10-29.0-315-018	10-31.0-129-002	10-31.0-134-003	10-31.0-223-004
10-29.0-315-019	10-31.0-129-003	10-31.0-134-008	10-31.0-223-005
10-31.0-110-001	10-31.0-129-004	10-31.0-134-011	10-31.0-224-001
10-31.0-110-002	10-31.0-129-005	10-31.0-134-012	10-31.0-224-009
10-31.0-110-003	10-31.0-129-006	10-31.0-134-015	10-31.0-224-013
10-31.0-110-010	10-31.0-129-007	10-31.0-134-016	10-31.0-224-017
10-31.0-110-011	10-31.0-129-008	10-31.0-134-017	10-31.0-224-018
10-31.0-110-015	10-31.0-129-009	10-31.0-134-018	10-31.0-224-019
10-31.0-110-016	10-31.0-129-010	10-31.0-134-019	10-31.0-241-001
10-31.0-110-017	10-31.0-129-011	10-31.0-134-020	10-31.0-241-002
10-31.0-110-018	10-31.0-129-012	10-31.0-217-005	10-31.0-241-003
10-31.0-110-021	10-31.0-129-013	10-31.0-217-010	10-31.0-241-004
10-31.0-110-022	10-31.0-130-003	10-31.0-217-012	10-31.0-241-005
10-31.0-110-023	10-31.0-130-004	10-31.0-217-013	10-31.0-241-008
10-31.0-111-007	10-31.0-130-005	10-31.0-217-014	10-31.0-241-009
10-31.0-111-009	10-31.0-130-006	10-31.0-217-015	10-31.0-241-010
10-31.0-111-010	10-31.0-130-008	10-31.0-218-004	10-31.0-241-011

APPENDIX B - PARCEL ID LIST (CONT.)

10-31.0-241-012	10-32.0-101-021	10-32.0-139-022	10-32.0-145-011
10-31.0-241-013	10-32.0-101-025	10-32.0-139-024	10-32.0-145-012
10-31.0-241-014	10-32.0-101-030	10-32.0-139-026	10-32.0-145-014
10-31.0-241-019	10-32.0-109-025	10-32.0-139-027	10-32.0-145-015
10-31.0-242-001	10-32.0-109-026	10-32.0-140-003	10-32.0-145-022
10-31.0-242-003	10-32.0-109-027	10-32.0-140-004	10-32.0-145-023
10-31.0-242-004	10-32.0-109-030	10-32.0-140-005	10-32.0-145-024
10-31.0-242-005	10-32.0-109-031	10-32.0-140-006	10-32.0-145-025
10-31.0-242-006	10-32.0-109-033	10-32.0-140-009	10-32.0-145-026
10-31.0-242-007	10-32.0-109-034	10-32.0-140-011	10-32.0-145-027
10-31.0-242-008	10-32.0-109-035	10-32.0-140-012	10-32.0-146-008
10-31.0-242-009	10-32.0-109-036	10-32.0-140-014	10-32.0-146-009
10-31.0-242-010	10-32.0-109-040	10-32.0-140-015	10-32.0-146-014
10-31.0-242-011	10-32.0-109-043	10-32.0-141-001	10-32.0-146-015
10-31.0-242-012	10-32.0-122-007	10-32.0-141-002	10-32.0-146-016
10-31.0-242-015	10-32.0-122-008	10-32.0-141-003	10-32.0-146-017
10-31.0-242-016	10-32.0-122-009	10-32.0-141-004	10-32.0-147-001
10-31.0-242-020	10-32.0-122-010	10-32.0-141-005	10-32.0-147-002
10-31.0-242-021	10-32.0-122-011	10-32.0-141-006	10-32.0-147-003
10-31.0-242-022	10-32.0-122-012	10-32.0-141-007	10-32.0-147-004
10-31.0-242-023	10-32.0-130-004	10-32.0-141-008	10-32.0-147-007
10-31.0-242-024	10-32.0-130-005	10-32.0-142-001	10-32.0-147-008
10-31.0-242-025	10-32.0-130-006	10-32.0-142-002	10-32.0-147-011
10-31.0-242-026	10-32.0-130-010	10-32.0-142-003	10-32.0-147-015
10-31.0-242-027	10-32.0-130-017	10-32.0-142-005	10-32.0-147-016
10-31.0-242-028	10-32.0-136-003	10-32.0-142-006	10-32.0-147-017
10-31.0-242-029	10-32.0-136-005	10-32.0-142-007	10-32.0-148-001
10-31.0-242-032	10-32.0-136-010	10-32.0-142-008	10-32.0-148-004
10-31.0-242-033	10-32.0-136-011	10-32.0-142-009	10-32.0-148-005
10-31.0-242-034	10-32.0-136-012	10-32.0-142-011	10-32.0-148-006
10-31.0-242-035	10-32.0-136-020	10-32.0-142-012	10-32.0-148-007
10-31.0-243-001	10-32.0-136-024	10-32.0-142-014	10-32.0-148-013
10-31.0-243-003	10-32.0-136-025	10-32.0-143-001	10-32.0-148-015
10-31.0-243-004	10-32.0-136-026	10-32.0-143-002	10-32.0-148-016
10-31.0-243-006	10-32.0-136-027	10-32.0-143-003	10-32.0-148-017
10-31.0-243-007	10-32.0-136-028	10-32.0-143-004	10-32.0-148-018
10-31.0-243-024	10-32.0-137-016	10-32.0-143-005	10-32.0-148-019
10-31.0-243-027	10-32.0-137-018	10-32.0-143-006	10-32.0-149-001
10-31.0-244-001	10-32.0-137-019	10-32.0-143-007	10-32.0-149-002
10-31.0-244-002	10-32.0-138-002	10-32.0-143-008	10-32.0-149-011
10-31.0-244-022	10-32.0-138-008	10-32.0-144-001	10-32.0-149-012
10-31.0-244-023	10-32.0-138-011	10-32.0-144-002	10-32.0-149-013
10-31.0-244-024	10-32.0-138-012	10-32.0-144-003	10-32.0-149-014
10-31.0-244-025	10-32.0-138-016	10-32.0-144-008	10-32.0-150-001
10-31.0-244-027	10-32.0-138-019	10-32.0-144-009	10-32.0-150-002
10-31.0-244-028	10-32.0-138-023	10-32.0-144-010	10-32.0-150-004
10-31.0-244-030	10-32.0-138-025	10-32.0-144-014	10-32.0-150-005
10-31.0-244-031	10-32.0-138-026	10-32.0-144-015	10-32.0-150-007
10-31.0-244-035	10-32.0-138-028	10-32.0-144-018	10-32.0-150-008
10-31.0-244-036	10-32.0-138-029	10-32.0-144-019	10-32.0-150-009
10-31.0-244-038	10-32.0-138-032	10-32.0-145-001	10-32.0-150-010
10-31.0-244-041	10-32.0-138-033	10-32.0-145-002	10-32.0-151-001
10-31.0-244-044	10-32.0-138-034	10-32.0-145-003	
10-31.0-244-048	10-32.0-139-009	10-32.0-145-004	
10-32.0-101-017	10-32.0-139-010	10-32.0-145-005	
10-32.0-101-018	10-32.0-139-018	10-32.0-145-006	
10-32.0-101-019	10-32.0-139-020	10-32.0-145-007	
10-32.0-101-020	10-32.0-139-021	10-32.0-145-008	

APPENDIX C

ADDRESS LIST

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APPENDIX C - ADDRESS LIST

1 LEGION DR	1222 W MAIN ST	211 E MAIN ST
1 MASCOUTAH PLAZA DR	1226 W MAIN ST	211 W STATE ST
10 N LEBANON ST	1230 W MAIN ST	213 E CHURCH ST
10 N RAILWAY AVE	1238 W MAIN ST	213 N JEFFERSON ST
10 N SECOND ST	1248 W MAIN ST	214 E GREEN ST
10 W CHURCH ST	125 W MAIN ST	214 E MAIN ST
100 E MAIN ST	126 E MAIN ST	215 E MAIN ST
1000 W MAIN ST	126 W MAIN ST	215 W MAIN ST
1003 W MAIN ST	128 E MAIN ST	216 E CHURCH ST
1004 W MAIN ST	13 S MARKET ST	216 E POPLAR ST
1005 W MAIN ST	1300 W MAIN ST	217 E MAIN ST
1008 W MAIN ST	131 W MAIN ST	217 N JEFFERSON ST
1009 W MAIN ST	1310 W MAIN ST	219 E CHURCH ST
101 E MAIN ST	1316 W MAIN ST	219 E MAIN ST
101 W MAIN ST	1320 W MAIN ST	220 W MAIN ST
1012 W MAIN ST	1330 W MAIN ST	223 E MAIN ST
1014 W CHURCH ST	1338 W MAIN ST	223 N JEFFERSON ST
1016 W MAIN ST	134 W MAIN ST	227 E MAIN ST
1017 W MAIN ST	1344 W MAIN ST	23 E MAIN ST
102 E MAIN ST	135 W MAIN ST	23 W MAIN ST
102 W MAIN ST	14 N 4TH ST	24 W MAIN ST
1025 W MAIN ST	14 S 5TH ST	25 E MAIN ST
1027 W MAIN ST	14 S JEFFERSON ST	25 W MAIN ST
1034 W MAIN ST	14 S MARKET ST	27 W MAIN ST
1035 W MAIN ST	1414 W MAIN ST	28 E MAIN ST
104 E MAIN ST	1415 MCKINLEY ST	3 S JEFFERSON ST
104 MASCOUTAH PLAZA DR	15 N BERNARD ST	3 W MAIN ST
1040 W MAIN ST	15 N FOURTH ST	301 N JEFFERSON ST
1043 W MAIN ST	15 N JOHN ST	302 E CHURCH ST
106 W CHURCH ST	15 S 6TH ST	302 E MAIN ST
108 E MAIN ST	15 S COUNTY RD	303 E MAIN ST
108 W MAIN ST	15 S INDEPENDENCE ST	305 N JEFFERSON ST
11 N AUGUST ST	15 S LEBANON AVE	305 W MAIN ST
11 N FIRST ST	15 W MAIN ST	306 W MAIN ST
11 N JEFFERSON ST	16 E MAIN ST	308 E MAIN ST
11 N TENTH ST	16 S BERNARD ST	309 E STATE ST
110 E MAIN ST	17 W MAIN ST	309 N JEFFERSON ST
1100 W MAIN ST	18 E MAIN ST	311 E MAIN ST
1108 W MAIN ST	19 W STATE ST	311 E STATE ST
111 E MAIN ST	2 LEGION DR	311 N JEFFERSON ST
111 E STATE ST	2 W MAIN ST	311 W MAIN ST
112 E MAIN ST	200 E MAIN ST	312 E MAIN ST
112 MASCOUTAH PLAZA DR	201 E HARNETT ST	313 E MAIN ST
112 W MAIN ST	201 E STATE ST	313 N JEFFERSON ST
113 N JEFFERSON ST	201 S 10TH ST	314 W MAIN ST
114 E MAIN ST	201 S TENTH ST	315 E MAIN ST
116 E MAIN ST	203 N JEFFERSON ST	315 W MAIN ST
117 E STATE ST	203 W STATE ST	318 E MAIN ST
117 W MAIN ST	204 W MAIN ST	319 W MAIN ST
118 E MAIN ST	205 E HARNETT ST	320 E CHURCH ST
12 E MAIN ST	205 E MAIN ST	320 E MAIN ST
12 N AUGUST ST	205 E STATE ST	321 W MAIN ST
120 E MAIN ST	205 W MAIN ST	322 E CHURCH ST
1200 W MAIN ST	209 E FILLMORE ST	322 W MAIN ST
121 E MAIN ST	209 E HARNETT ST	323 E MAIN ST
121 W MAIN ST	209 E MAIN ST	34 W MAIN ST
122 W MAIN ST	209 N JEFFERSON ST	35 W MAIN ST
1220 W MAIN ST	210 N AUGUST ST	36 W MAIN ST

APPENDIX C - ADDRESS LIST (CONT.)

4 N LEBANON ST	520 W MAIN ST	718 W MAIN ST
4 N MARKET ST	521 E MAIN ST	719 W MAIN ST
40 N 6TH ST	522 E MAIN ST	720 W CHURCH ST
40 W CHURCH ST	525 E MAIN ST	721 N JEFFERSON ST
400 E MAIN ST	58 W MAIN ST	721 W MAIN ST
400 W MAIN ST	6 S 7TH ST	721 W STATE ST
401 E MAIN ST	60 W MAIN ST	724 W MAIN ST
401 E STATE ST	601 E MAIN ST	739 N JEFFERSON RD
401 W MAIN ST	602 W MAIN ST	751 N JEFFERSON ST
403 N JEFFERSON ST	603 N JEFFERSON ST	759 N JEFFERSON ST
404 W MAIN ST	604 E CHURCH ST	769 N JEFFERSON ST
405 W MAIN ST	605 E MAIN ST	779 N JEFFERSON ST
406 E MAIN ST	605 W MAIN ST	780 N JEFFERSON ST
407 E STATE ST	606 E MAIN ST	8 E MAIN ST
409 E STATE ST	606 W MAIN ST	8 S 9TH ST
409 N JEFFERSON ST	607 W STATE ST	8 W MAIN ST
409 W MAIN ST	609 E MAIN ST	800 W CHURCH ST
41 W MAIN ST	609 W STATE ST	801 N JEFFERSON ST
410 W CHURCH ST	610 E CHURCH ST	801 W MAIN ST
410 W MAIN ST	610 E MAIN ST	802 W MAIN ST
411 E STATE ST	610 W MAIN ST	805 W MAIN ST
412 E MAIN ST	611 N JEFFERSON ST	806 W MAIN ST
412 W MAIN ST	611 W MAIN ST	808 W MAIN ST
413 N JEFFERSON ST	612 W MAIN ST	808 W STATE ST
416 W MAIN ST	613 W MAIN ST	811 W MAIN ST
417 E STATE ST	614 E MAIN ST	812 W MAIN ST
418 E MAIN ST	614 W MAIN ST	813 W STATE ST
42 S 4TH ST	615 E MAIN ST	816 W CHURCH ST
42 W MAIN ST	617 E MAIN ST	816 W MAIN ST
420 W CHURCH ST	618 E CHURCH ST	823 W STATE ST
421 N JEFFERSON ST	618 E MAIN ST	832 N JEFFERSON ST
422 E MAIN ST	619 W MAIN ST	844 N JEFFERSON ST
423 W MAIN ST	620 E MAIN ST	9 E MAIN ST
43 W MAIN ST	621 W STATE ST	9 N 9TH ST
44 W MAIN ST	622 W MAIN ST	9 S 7TH ST
47 W MAIN ST	623 E MAIN ST	9 S 9TH ST
48 W MAIN ST	625 W MAIN ST	9 S JEFFERSON ST
5 MASCOUTAH PLAZA DR	626 W CHURCH ST	9 W MAIN ST
500 E MAIN ST	64 W MAIN ST	900 W MAIN ST
500 W CHURCH ST	640 LEGACY PL	904 W MAIN ST
500 W MAIN ST	641 LEGACY PL	907 W STATE ST
501 W MAIN ST	700 E MAIN ST	908 W MAIN ST
503 N JEFFERSON ST	700 FOUNTAIN VIEW DR	911 W MAIN ST
504 W MAIN ST	702 W MAIN ST	912 W CHURCH ST
505 E STATE ST	703 W MAIN ST	912 W MAIN ST
505 W MAIN ST	705 N JEFFERSON ST	913 W MAIN ST
507 E MAIN ST	705 W STATE ST	916 W MAIN ST
507 N JEFFERSON ST	706 E CHURCH ST	922 W MAIN ST
508 W MAIN ST	709 W MAIN ST	927 W MAIN ST
509 N JEFFERSON ST	709 W STATE ST	929 W STATE ST
51 N 7TH ST	710 FOUNTAIN VIEW DR	932 W MAIN ST
510 E MAIN ST	710 N JEFFERSON ST	935 W STATE ST
512 W MAIN ST	710 W MAIN ST	95 MASCOUTAH PLAZA DR
514 E MAIN ST	711 E MAIN ST	
517 N JEFFERSON ST	712 E CHURCH ST	
519 W STATE ST	712 W MAIN ST	
52 W CHURCH ST	714 N JEFFERSON ST	
52 W MAIN ST	715 W MAIN ST	

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

JULY 17, 2023

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 7:00p.m.

ROLL CALL

Mayor Pat McMahan and Council members John Weyant and Mike Baker.

Absent: Walter Battas and Nick Seibert.

Other Staff Present: City Manager Becky Ahlvin, City Clerk Melissa Schanz, Project Manager Kari Speir, City Attorney Al Paulson and Police Chief Waldrup.

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

AMEND AGENDA

None.

MINUTES

The minutes of the July 3, 2023 regular City Council meeting and July 3, 2023 Executive Session meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

Eric Mercer, a resident of Mascoutah, voiced his concerns about his civil rights.

MONTHLY DEPARTMENT REPORTS FOR MAY WERE PROVIDED

REPORTS AND COMMUNICATIONS

Mayor – Preparing for the Annual Homecoming.

City Council

Weyant –Nothing to report.

Baker –Nothing to report.

City Manager – Nothing to report.

City Attorney –Nothing to report.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The June 2023 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

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

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

PC 23-01 PLAZA 23 LLC REZONING OF NORTHERN 3.728 ACRES OF PARCEL # 10-06-0-301-009 FROM GENERAL COMMERCIAL TO MULTIPLE FAMILY RESIDENTIAL (SECOND READING)

City Manager presented a report for Council approval of an ordinance approving the rezoning application for the northern 3.728 acres of Parcel #10-06-0-301-009 from General Commercial (GC) to Multiple Family Residential (RM).

There was no further discussion.

Baker moved, seconded by McMahan, to approve and adopt Ordinance 23-07, approving the rezoning application for the northern 3.728 acres of Parcel #10-06-0-301-009 from General Commercial (GC) to Multiple Family Residential (RM).

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

PARKS AND RECREATION COMMISSION APPOINTMENT

City Manager presented a report for Council approval of new Parks & Recreation Commission appointment.

There was no further discussion.

Baker moved, seconded by Weyant, to accept the new appointment as identified.

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

2023/2024 MFT OIL & CHIP PROGRAM AND STREET MAINTENANCE BID AWARD

City Manager presented a report for Council approval of bid and authorization for furnishing and applying oil and ship sealing on various streets identified for the 2023/2024 MFT Oil & Chip Program and for furnishing and delivering oil and chip and other materials for street maintenance.

Council along with staff had a discussion on the need for oil and chip this year. Staff will meet with Street department to evaluate the urgency of the program.

There was no further discussion.

Weyant moved, seconded by Baker, to table the 2023/2024 MFT Oil & Chip Program and Street Maintenance Bid Award.

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

BID AWARD – PARK/BUILDING MAINTENANCE TRACTOR PURCHASE

City Manager presented a report for Council approval and authorization of bid for the purchase of a tractor for the Building Maintenance/Parks Department.

Councilman Weyant asked if the cab was in the original bid packet and if it was needed. It was stated by Public Works Director Jesse Carlton that the cab was in the bid packet as part of the original bid. City Manager Becky Ahlvin told Weyant that the cab was talked about with staff and it was decided it would be nice to have in extreme weather conditions.

Councilman Baker questioned why we would have bought a mower deck prior to the tractor. It was explained that the mower deck works on the current tractor.

There was no further discussion.

Baker moved, seconded by Weyant, to approve the bid for a new 2023 Kubota L Series L4060HSTC-LE Tractor to Mascoutah Equipment Co., Inc. of Mascoutah, IL in the amount of \$41,368.57 and authorize appropriate officials to execute the necessary documents.

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

BID AWARD – MASCOUTAH IMPROVEMENT ASSOCIATION/PARK TRACTOR

City Manager presented a report for Council approval and authorization of bid for the purchase of a tractor for the Mascoutah Improvement Association/City Parks Department.

There was no further discussion.

Weyant moved, seconded by Baker, to approve the bid for a new 2023 Kubota L Series L4701HST Tractor to Mascoutah Equipment Co., Inc. of Mascoutah, IL in the amount of \$32,716.59 and authorize appropriate officials to execute the necessary documents.

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

ENGINEERING AND DESIGN SERVICES AGREEMENT – SCHEVE PARK SPLASH PAD

City Manager presented a report to Council about the Engineering and Design Services Agreement with Capri Pools & Aquatics for engineering and design services for the Scheve Park Splash Pad.

Staff along with the Mascoutah Improvement Association (MIA) are waiting on a more precise breakdown of costs from Capri Pools & Aquatics, so they are recommending to table the item.

There was no further discussion.

Weyant moved, seconded by Baker, to table the approval of the contract with Capri Pool & Aquatics for the Scheve Park Splash Pad.

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

AN ORDINANCE OF THE CITY OF MASCOUTAH THAT SETS THE PUBLIC HEARING DATE FOR THE ESTABLISHMENT OF BUSINESS DISTRICT IN MASCOUTAH

City Manager presented a report for Council approval and adoption of an ordinance to set the public hearing date for the establishment of a business district in Mascoutah.

Moran Economic Development provided information on the Main Street Business District Redevelopment Plan & Project Synopsis. Councilman Baker asked about the benefits for residents in the district. Jacob with Moran explain some of the benefits residents could take advantage of.

There was no further discussion.

Weyant moved, seconded by Baker, to waive the first reading and approve and adopt Ordinance #23-08, an ordinance to set the public hearing date for the establishment of a business district in Mascoutah for August 7, 2023 at 6:30pm at City Hall, 3 W Main St., Mascoutah, IL 62258.

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

CODE CHANGE – CHAPTER 31, RECREATION AND PARKS (FIRST READING)

City Manager presented a report for Council approval and adoption of an Ordinance to amend Chapter 31, Recreation and Parks, adding Article IX, Walking Trails: Sec. 31-9-1, Rules Governing Walking Trails.

City Attorney Al Paulson along with the Council did not necessarily like some of the wording in the rules of the code change. They also stated that we have rules for parks and walking paths in place and may not need to have another set of rules. City Attorney will review code and work with staff on any code change.

There was no further discussion.

First Reading.

COUNCIL – MISCELLANEOUS ITEMS

None.

CITY MANAGER – MISCELLANEOUS ITEMS

City Manager provided a quarterly update of the 2023 Strategic Plan.

PUBLIC COMMENTS

Eric Mercer had additional comments about his civil rights.

ADJOURNMENT TO EXECUTIVE SESSION

Weyant moved, seconded by Baker, to adjourn to Executive Session to discuss Litigation at 7:59 p.m.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

Weyant moved, seconded by Baker, to adjourn at 8:40 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: Rebecca Ahlvin – City Manager

SUBJECT: **2023/2024 MFT Oil & Chip Program and Street Maintenance Bid Award**

MEETING DATE: August 7, 2023

REQUESTED ACTION:

Cancellation of the 2023/2024 MFT Oil & Chip Program and approval of the bid for furnishing and delivering patching materials for street maintenance.

BACKGROUND & STAFF COMMENTS:

Bids for furnishing and applying oil and chip sealing on various streets and for furnishing and delivering oil and chip, and other materials for street maintenance were opened on Tuesday, July 11, 2023. There were four bidders total.

Beelman Truck Company submitted the lone bid for furnishing and delivering Seal Coat Aggregate CM 16 Crystalline Crushed Stone (Trap Rock) chips at \$56,970.00, CM 16 Crystalline Crushed Stone (Trap Rock) chips for patching at \$11,394.00, and CA 6 Aggregate at \$3,564.00, for a total of \$71,928.00.

DMS Contracting submitted the low bid for furnishing and applying Bituminous Materials (Seal Coat) CRS-2 (oil), Truck and Motorized Chip Box Spread CM 16 Seal Coat Aggregate (Trap Rock) chips, and rolling at \$128,617.60.

Piasa Road Oil submitted the low bid for furnishing and delivering Bituminous Materials HFE 150 to the City storage tank at \$22,350.00.

In order to proceed with purchasing the materials, the City will need to submit the bids to IDOT for approval prior to awarding contracts to these vendors.

FUNDING:

This work will be paid for with city MFT funds.

RECOMMENDATION:


After the last council meeting, staff reevaluated the streets on the oil and chip list. The streets on the list were oil and chipped three years ago and are still in good shape. Due to the concerns of the weather impact on oil and chip, staff recommends cancelling the oil and chip program for this year and resuming the program next year. The City will still need to award the bids for furnishing HFE 150 to the City storage tank and the CA 6 materials for street maintenance.

SUGGESTED MOTION:


I move that the Council not approve the low bid of \$68,364.00 for furnishing and delivering CM 16 Crystalline Crushed Stone aggregate materials to City stockpiles from Beelman Truck Company of East St. Louis, IL; and not approve the low bid of \$128,617.60 for furnishing and applying oil, and truck and motorized chip box spreading of seal coat chips on various City streets from DMS Contracting of Mascoutah, IL.

I move that the Council approve the low bid of \$22,350.00 for furnishing and delivering HFE 150 to City storage tank to Piasa Road Oil of Alton, IL; and approve the low bid of \$3,564.00 for furnishing and delivering CA 6 materials to City stockpiles from Beelman Truck Company of East St. Louis, IL; for the 2023/2024 MFT Oil & Chip and street maintenance program, contingent upon IDOT approval.

Prepared By:


Kari Speir
Projects/Grants Manager

Approved By:


Rebecca Ahlvin
City Manager

Attachment: A – Bid Tab



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

Contract Bid Tabulation Analysis

Project: City of Mascoutah - 2023/2024 MFT Materials
Project No: T32-23-0635
Date of Bid: 7/11/2023
Client: City of Mascoutah

Thouvenot, Wade & Moerchen, Inc.
Swansea Corporate Office
4940 Old Collinsville Road
Swansea, Illinois 62226
Tel. No. 618.624.4488
www.twm-inc.com

ILLINOIS • MISSOURI • TENNESSEE

APPARENT LOW BIDDER															
Beelman Truck Company One Racehorse Drive East St. Louis, Illinois 62205															
Item No.	Item Description	Quantity	Unit	Unit Price	Unit	Item Price	Unit Price	Unit	Item Price	Unit Price	Unit	Item Price	Unit Price	Unit	Item Price
1	Seal Coat Aggregate CM15	1500	TON	\$	37.58	TON	\$	55,370.00	\$	55,370.00	\$	55,370.00	\$	55,370.00	\$
Total Base Bid															

Attachment A



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

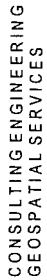
Contract Bid Tabulation Analysis

Project: City of Mascoutah - 2023/2024 MFT Materials
Project No: T32-23-0636
Date of Bid: 7/11/2023
Client: City of Mascoutah

Thouvenot, Wade & Moerchen, Inc.
Swanssa Corporate Office
4940 Old Collinsville Road
Swanssa, Illinois 62226
Tel. No. 618 624, 4488
www.twm-inc.com

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APPARENT LOW BIDDER				Plaza Road Oil, LLC				Illiana Construction Co.			
DMS Contracting, Inc.				PO Box 484				1414 W. Anthony Dr			
614 Industrial				Alton, Illinois 62002				Urbana, Illinois 60802			
Mascoutah, Illinois 62258				Unit Price	Unit	Item Price	Unit Price	Unit Price	Unit	Item Price	Unit Price
Item No.	Item Description	Quantity	Unit	Unit Price	Unit	Item Price	Unit Price	Unit Price	Unit	Item Price	Unit Price
2	Bit, Mat (Seal Coat CRS2	140	TON	\$ 700.00	TON	\$ 98,000.00	\$ 700.00	\$ 749.70	TON	\$ 104,958.00	TON
	Truck and Motorist Chip Box Spread CM4-16	1684	TON	\$ 16.00	TON	\$ 26,924.00	\$ 20.50	\$ 19.00	TON	\$ 31,616.00	TON
	Roller	1684	TON	\$ 2.40	TON	\$ 3,993.60	\$ 2.00	\$ 6.00	TON	\$ 9,984.00	TON
Total Base Bid				\$ 128,617.60			\$ 134,040.00			\$ 146,558.00	



Thouvenot, Wade & Moerchen, Inc.

City of Mascoutah - 2023/2024 MFT Materials

Project:	T32-23-0636
Project No:	7/11/2023
Date of Bid:	City of Mascoutah
Client:	

APPARENT LOW BIDDER

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CONSULTING ENGINEERING
GEOSPATIAL SERVICES

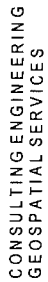
Contract Bid Tabulation Analysis

Project: City of Mascoutah - 2023/2024 MFT Materials
Project No: T32-23-0636
Date of Bid: 7/11/2023
Client: City of Mascoutah

Thouvenot, Wade & Moerchen, Inc.
Swanssea Corporate Office
4940 Old Collinsville Road
Swanssea, Illinois 62226
Tel. No. 618.624.4488
www.twm-inc.com

ILLINOIS • MISSOURI • TENNESSEE

APPARENT LOW BIDDER															
Beelman Truck Company One Racehorse Drive East St. Louis, Illinois 62205															
Item No.	Item Description	Quantity	Unit	Unit Price	Unit	Item Price	Unit Price	Unit	Item Price	Unit Price	Unit	Unit Price	Unit	Item Price	Unit Price
4	CM 16 Crystalline Crushed Stone (Trap Rock)	300	TON	37.98	TON	\$ 11,394.00	\$	TON	\$	TON	\$	TON	\$	TON	\$
Total Base Bid				\$ 11,394.00				\$ -				\$ -			



Thouvenot, Wade & Moerchen, Inc.

Swansea Corporate Office
4940 Old Collinsville Road
Swansea, Illinois 62226
Tel. No. 618.624.4488
www.bwm-inc.com

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Project: City of Mascoutah - 2023/2024 MFT Materials
Project No: T32-23-0636
Date of Bid: 7/11/2023
Client: City of Mascoutah

[illegible]

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Becky Ahlvin, City Manager

SUBJECT: Engineering Services – N Jefferson St Shared Use Path, Phase 2

MEETING DATE: August 7, 2023

REQUESTED ACTION:

Approval of an Engineering Services Agreement with TWM, Inc. for Engineering Services for the N Jefferson St Shared Use Path Phase 2 Project.

BACKGROUND & STAFF COMMENTS:

This project will be Phase 2 of constructing a 10-foot wide shared-use asphalt path along the west side of Jefferson Street that includes approximately 1300 feet long multi-use path along the west side of Rt 4 to connect Phase 1 south to Harnett Street. The City has been awarded a TAP grant through East-West Gateway for this project.

This request is for engineering services approval. TWM has been engineering Phase 1 of this project. Staff recommends approving a contract with TWM, Inc. for engineering services in the amount of \$88,700.00 for the N Jefferson Street (IL 4) Shared Use Path Phase 2 Project. See attached TWM, Inc. Agreement for Professional Services.

FUNDING:

This project will be paid for with TIF 3 funds.

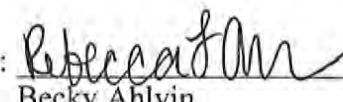
RECOMMENDATION:

Approval of a contract with TWM, Inc. for engineering services in the amount of \$88,700.00 for the N Jefferson Street (IL 4) Shared Use Path Phase 2 Project.

SUGGESTED MOTION:

I move that the Council approve a contract with TWM, Inc. for engineering services in the amount of \$88,700.00 for the N Jefferson Street (IL 4) Shared Use Path Phase 2 Project and authorize appropriate officials to execute the necessary documents.

Prepared By: 
Kari Speir
Projects/Grants Manager

Approved By: 
Becky Ahlvin
City Manager

Attachment: A – TWM, Inc. Agreement for Professional Services

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between **City of Mascoutah** ("Owner") and **TWM, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Mascoutah IL Route 4 Shared Use Path – Phase II** ("Project").

Engineer's services under this Agreement are generally identified as follows:

Preliminary Engineering Services for the IL 4 SUP -Phase II (From Hog River south to Harnett St., on the west side of IL Route 4):

- Perform topographic and boundary surveying.
- Perform Phase I Engineering and update Project Development Report as necessary
- Perform Phase II Engineering and complete contract plans, specifications and estimates for a State Letting
- Assist the City with any RFI's during bidding.

EXCLUSIONS:

The following items are excluded from the scope of work. If necessary, these services can be provided as additional services on an hourly basis:

- Land Acquisition Documents (Exhibits, Legal Descriptions, Plats, Conveyance Documents, etc.)
- Land Acquisition Negotiations
- Construction Phase Services (observation, layout, shop drawing review)

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **Spring/Summer 2025 Letting (assuming reasonable review timelines)**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

Attachment A

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates*

- A. Owner shall pay Engineer for Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. The total compensation for Services and reimbursable expenses is estimated to be \$ 88,700.
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any

services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Mascoutah

Engineer: Thouvenot, Wade & Moerchen, Inc.

By: _____

By: Jeffrey R. Reis

Print name: _____

Print name: Jeffrey R. Reis, PE, PTOE

Title: _____

Title: Transportation Engineering Lead – So. IL

Date Signed: _____

Date Signed: 8-2-2023

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

3 West Main Street

TWM, Inc.

Mascoutah, IL 62258

4940 Old Collinsville Road

Swansea, IL 62226



THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$195.00
Senior Engineer	\$178.00
Senior Project Manager	\$178.00
Project Engineer V	\$175.00
Project Engineer IV	\$166.00
Project Engineer III	\$166.00
Project Engineer II	\$145.00
Project Engineer I	\$134.00
Project Manager IV	\$166.00
Project Manager III	\$156.00
Project Manager II	\$145.00
Project Manager I	\$134.00
Senior Structural Engineer	\$189.00
Structural Engineer V	\$184.00
Structural Engineer IV	\$174.00
Structural Engineer III	\$165.00
Structural Engineer II	\$153.00
Structural Engineer I	\$146.00
Survey Crew (3 person crew)	\$239.00
Survey Crew (2 person crew)	\$188.00
Survey Crew (2 person crew w/Robotics or GPS)	\$202.00
Survey Crew (1 person w/Robotics or GPS)	\$145.00
Survey Crew (2 person w/3D Scanner)	\$272.00
Survey Crew (1 person w/3D Scanner)	\$205.00
Engineer III	\$122.00
Engineer II	\$117.00
Engineer I	\$111.00
Surveyor V	\$172.00
Surveyor IV	\$159.00
Surveyor III	\$146.00
Surveyor II	\$129.00
Surveyor I	\$108.00
3D Scanning Technician	\$162.00
Technician VI	\$108.00
Technician V	\$101.00
Technician IV	\$96.00
Technician III	\$90.00
Technician II	\$85.00
Technician I	\$80.00
Jr. Technician	\$54.00
IT Manager	\$143.00
Systems Administrator	\$122.00
Cad Manager	\$123.00
Cad Designer III	\$110.00
Cad Designer II	\$100.00
Cad Designer I	\$89.00
Accountant III	\$129.00
Accountant II	\$111.00
Accountant I	\$92.00
Word Processing	\$81.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$226.00
Live Sewer Testing	\$291.00
Mandrel Testing 2 Technicians w/ Equipment	\$208.00
Live Sewer Testing	\$273.00
Video Testing 1 Technician w/ Equipment	\$242.00
2 Technicians w/Equipment	\$330.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$78.00
Travel (Non local) per Mile at current GSA rate.	

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & City Council

FROM: Becky Ahlvin – City Manager

SUBJECT: **Code Change – Chapter 31, Recreation and Parks (second reading)**

MEETING DATE: August 7, 2023

REQUESTED ACTION:

Council take no action to amend Chapter 31, Recreation and Parks, adding Article IX, Walking Trails: Sec. 31-9-1, Rules Governing Walking Trails.

BACKGROUND & STAFF COMMENTS:

The Parks and Recreation Commission created a set of rules for the walking trail to try to provide a safe and enjoyable environment for all who use the trail. After a review by the City's Attorney, it was brought up that the additional rules are redundant.

RECOMMENDATION:

Staff recommends exploring other ways to accomplish the Commission's original goal.

SUGGESTED MOTION:

I move that the Council explore other ways to accomplish the Commission's original goal for Walking Trails in the City of Mascoutah, Illinois.

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

Approved By: Becky Ahlvin
Becky Ahlvin, City Manager

Attachments: A – Ordinance

ORDINANCE NO. 23-__

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 31 –
RECREATION AND PARKS, BY ADDING ARTICLE IX, WALKING TRAILS:
SECTION 31-9-1, RULES GOVERNING WALKING TRAILS
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 31, ADDING ARTICLE IX, WALKING TRAILS,
SEC. 31-9-1, RULES GOVERNING WALKING TRAILS, as attached.

SECTION 2: This ordinance shall be in full force and effect after passage, approval and
publication as required by law.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St.
Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman
_____, adopted on the following roll call vote on the 7th day of August, 2023, 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	___	___	___
Michael Baker	___	___	___
Pat McMahan	___	___	___

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 7th
day of August, 2023.

ATTEST:

Mayor

City Clerk
(SEAL)

Attachment A

Chapter 31 – Recreation and Parks
Article IX – Walking Trails

Sec. 31-9-1. - Rules governing walking trails.

The term "walking trail" refers to any trail within the city limits of Mascoutah so designated by the city as a walking trail. The trails are officially open for use by the public year round. Trail hours are from 5:00 a.m. to 10:00 p.m. The following rules are hereby adopted for the Mascoutah walking trails. Any exceptions from these rules require written permission from the city.

(a) No person shall write upon, mark, deface, or improperly use any property on walking trail.

(b) No motorized gas bikes, scooters, skateboards, golf carts, all-terrain vehicles, etc. on any city walking trail except for wheelchairs.

(c) No glass containers of any kind shall be brought into or used on any walking trail.

(d) Owners are legally responsible for the behavior of their dog(s) at all times. Dogs must be leashed while on the trails and owners must clean up dog waste immediately.

(e) No person shall commit a nuisance or offense against decency, including cursing, swearing, using abusive language, fighting, or behaving in a riotous or disorderly manner.

(f) Trash, garbage, or rubbish shall be disposed of by depositing it in appropriate receptacles.

(g) The City of Mascoutah is not responsible for any personal injury, property loss or damage.

**CITY OF MASCOUTAH
Staff Report**

TO: Honorable Mayor & Council
FROM: Becky Ahlvin, City Manager
SUBJECT: **Engineering and Design Services Agreement – Scheve Park Splash Pad**
MEETING DATE: August 7, 2023

REQUESTED ACTION:

The Approval of an Engineering and Design Services Agreement with Capri Pools & Aquatics for engineering and design services for the Scheve Park Splash Pad, pending approval from the Mascoutah Improvement Association of the Agreement.

BACKGROUND & STAFF COMMENTS:

The City has been working with the Mascoutah Improvement Association (MIA) to install a splash pad in Scheve Park. The proposed project will build a splash pad that is approximately 2,400 square feet in size, to be located on the south side of Scheve Park by the playground, just north of W Harnett Street, approximately halfway between N 10th Street and N 6th Street, and east of the existing baseball fields, near the accessible parking spaces on Harnett Street.

The contract with Capri Pools & Aquatics is for \$199,000 and includes design, survey, layout and supervision, mobilization, and start-up and training as broken down as follows:

What	Who	Cost
Survey	Oates	\$3,550
Site design concept phase	Oates	\$9,200
Site design permit plans	Oates	\$9,250
Site construction administration	Oates	\$2,200
Supervision labor for layout, piping installation, and start-up	Capri Pools	\$90,000
Labor materials, setting anchors, installing features, start-up	Capri Pools	\$84,800
TOTAL		\$199,000

Additionally, the splash pad water features are expected to cost approximately \$145,000 but will be purchased by the City separately through Sourcewell. **The total estimated cost of the Splash Pad is \$344,000, pending the final cost of the water features and any additional donations of labor.**

The City was awarded a \$100,000 grant for the Scheve Park Splash Pad Project from MEPRD. MEPRD guidelines require projects to begin making substantial progress within one year of the Notice to Proceed letter. Staff reached out to MEPRD to request a deadline to the deadline they had for this project to start. MEPRD recognized that the City is actively working towards completing the project and has no issue with extending the deadline so long as the project is funded by Sept. 10, 2025, the funding deadline.

FUNDING:

This project will be paid for with grant funds, Mascoutah Improvement Association (MIA) funds, and general fund money.

RECOMMENDATION:

Approve the contract with Capri Pools & Aquatics.

SUGGESTED MOTION:

I move that the Council approves the agreement with Capri Pool & Aquatics for the Scheve Park Splash Pad for Design and Engineering Services, pending approval by the Mascoutah Improvement Association.

Prepared By: Rebecca Ahlvin
Becky Ahlvin
City Manager

Approved By: Rebecca Ahlvin
Becky Ahlvin
City Manager

Attachment: A – Proposal for Engineering and Design Work



July 5, 2023

To: City of Mascoutah

Re: Splash Pad Project

Thank you for the opportunity to propose your project. We believe Capri Pools & Aquatics has the necessary resources and expertise to assist you on this project.

Base Budget for design-build drain away splash pad per attached renderings: \$199,000.00

Inclusion/Scope of Work:

Capri will provide general conditions, supervision, labor, and material to install the splash pad:

- Design drawings and submittals for splash pad system
- Civil survey.
- Drawings and submittals to local health or building as required.
- Layout and supervise pour approximately 2400 sq ft splash pad.
- Layout and set embeds for features. Owner to provide embeds and features.
- Provide & install Schedule 40 PVC piping to each pad spray with final connections at manifold.
- Provide and install drains with pipe to daylight (owner to run to drainage location)
- Hook up features to manifold. (Owner to provide Backflow preventor and hook domestic water to our manifold).
- All piping will be under pressure during phases of the project.
- Capri Pools will provide all the cleanup associated with our work only.
- Capri assumes one mobilization for the work.
- Start up, training and Operations and Maintenance Manual

Owner is to provide the following:

- Lay down area for construction materials.
- All features and embeds.
- Provide access to splash pad area.
- Excavation, backfill, and pour concrete pad.
- All electrical / bonding of the pad and features. Electrical for control panel.
- Temporary Utilities: Owner to provide water and electricity. The bid is based upon temporary utilities being available within 20 yards of work area and usage paid by others.
- Toilet facilities if applicable
- Site accessibility from the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday

Exclusions:

- A. All testing of concrete, soils or backfill, if required.
- B. No shade structures.
- C. No undercutting and/or soil remediation.
- D. Any electric not specifically stated in the inclusions.
- E. All piping that does not specifically tied into spray pad system as listed above.
- F. All landscape, seeding or sodding.
- G. Project site security.
- H. Any fire taping or pipe insulation
- I. No concrete winter/summer conditions.
- J. No blasting or large rock excavation



- K. No overtime or shift work.
- L. Signage of any kind.
- M. Actual or Liquidated Damages.
- N. All work not specifically mentioned in this proposal.

Thank you again for allowing us the opportunity to propose on this project. We look forward to working with you.

Sincerely,

Dave Wiecher

Dave Wiecher
314-277-4593 cell
618-219-4887 Direct

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Becky Ahlvin, City Manager

SUBJECT: **Qualifying Facility Power Purchase Agreement –
Jung Truck Service**

MEETING DATE: August 7, 2023

REQUESTED ACTION:

Approval of a Qualifying Facility Power Purchase Agreement between the City of Mascoutah, IMEA, and Jung Truck Service, Inc.

BACKGROUND & STAFF COMMENTS:

Jung's Truck Service recently installed and energized a new solar array at their Mascoutah facility. The array has been installed at a larger generation capacity than would be needed to serve the currently existing electric demand at the facility. This was done because the owner of the business expects an increase in electric load in the relatively near future, due to plans to electrify some portions of the truck fleet over time. The large sizing of the array relative to the facility's electric demand means that frequently the solar array is producing more electricity than is needed to meet the facility's electric demand. This excess solar electric production is instead delivered back onto Mascoutah's distribution system. Mascoutah's meter keeps track of both how much power the facility uses from the City, as well as how much power the facility's solar array delivers back to the City during times of excess production. For most solar arrays within the City, this excess energy production is what the City's net metering policy covers, and customers receive a credit on their bill for the energy production that is delivered to the City. Because of the current oversizing of the array at Jung's Trucking, they do not meet the qualifications of the City's net metering policy at this time. The City's net metering policy is for residential and small commercial solar arrays up to 25 kW; Jung's Truck Service solar array totals 150 kW.

The Federal Government offers an alternative to solar customers with excess generation that do not meet the requirements of a local net metering policy through the Public Utility Regulatory Policy Act of 1978, or PURPA. PURPA provides a means for renewable generation customers to still receive some credit by requiring the solar generator to become a Qualifying Facility (QF) under PURPA and then in turn requiring the local utility to purchase the excess power from the QF solar array at the avoided cost of the utility's energy (as defined by the Federal Energy Regulatory Commission (FERC)). The owner of the solar array must meet the FERC definition of a QF (and if necessary, is certified as a QF by FERC).

In Mascoutah's case, as a member of the IMEA, the City has a waiver from FERC that shifts the obligation of purchasing the excess solar power from a PURPA-qualifying solar array in Mascoutah to IMEA. The agreement IMEA has provided that the council will be voting on sets

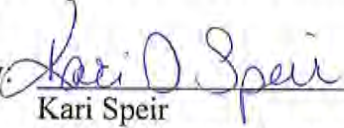
up the terms under which IMEA will take the excess electric generation directly from Jung's Trucking, as well as the terms by which IMEA will issue direct payments to Jung's Trucking at the appropriate price that is required by PURPA. Because Mascoutah's meter is what is measuring the delivery of the excess power from the solar array, Mascoutah's responsibility in the three-party agreement is to commit to providing timely and reliable meter data that tells IMEA how much solar electricity was delivered back to Mascoutah during each hour of each billing period so that IMEA can make accurate and timely payments to the customer.

RECOMMENDATION:

Approval of a Qualifying Facility Power Purchase Agreement between the City of Mascoutah, IMEA, and Jung Truck Service, Inc.

SUGGESTED MOTION:

I move that the Council approve the Qualifying Facility Power Purchase Agreement between the City of Mascoutah, Illinois Municipal Electric Agency, and Jung Truck Service, Inc. and authorize appropriate officials to execute the necessary documents.

Prepared By: 
Kari Speir
Projects/Grants Manager

Approved By: 
Becky Ahlvin
City Manager

Attachment: A – Agreement

QUALIFYING FACILITY POWER PURCHASE AGREEMENT

This Qualifying Facility Power Purchase Agreement ("Agreement") is entered into and effective as of the ____ day of _____, 2023, by and between ILLINOIS MUNICIPAL ELECTRIC AGENCY, a body politic and corporate, municipal corporation and unit of local government of the State of Illinois ("IMEA"), the CITY OF MASCOUTAH, ILLINOIS, a municipal corporation created and existing under the laws of the State of Illinois ("Municipal Utility"), and JUNG TRUCK SERVICE INC., an Illinois Corporation ("Customer"). IMEA, Municipal Utility and Customer may be hereinafter referenced when individually as "Party" or cumulatively as "Parties."

RECITALS

WHEREAS, Municipal Utility owns and operates an electric distribution system which provides electric service to retail customers located within its service area, including Customer; Municipal Utility is a member and full requirements purchaser from Illinois Municipal Electric Agency ("IMEA") of all electricity required to serve the load of the customers in its service area; and

WHEREAS, Customer owns and operates a warehouse and trucking transportation business with a location at 10075 Progress Parkway, Mascoutah, Illinois; Customer is proposing to install or has installed two photovoltaic solar facilities 100kW_{AC} and 50kW_{AC} on its property and has requested and been granted two Facilities Interconnection Agreements by Municipal Utility for the interconnection and parallel operation of its photovoltaic solar facilities with the electric distribution system of Municipal Utility; the photovoltaic solar facilities are or will be located on two different building structures on the property and are or will be interconnected with Municipal Utility's distribution system and served by two dedicated feeders from Municipal Utility's system, each equipped with bidirectional metering equipment; and

WHEREAS, the photovoltaic solar facilities do not qualify for Municipal Utility's Customer Self-Generation Net Metering Policy; it is anticipated however that the photovoltaic solar facilities are or will be Qualifying Facilities ("QF") as defined in the Public Utility Regulatory Policies Act of 1978, as amended, and the regulations promulgated thereunder ("PURPA"), and that Customer has or will take such actions as are required to become properly certified as a QF; Municipal Utility has a waiver issued by the Federal Energy Regulatory Commission ("FERC") in Docket IR-1535-000, on March 9, 2000, from the obligation to purchase the excess power delivered to Municipal Utility's electric distribution system by QFs; as part of the FERC waiver IMEA has undertaken the obligation to purchase such excess power from QFs; and

WHEREAS, the FERC waiver requires and Municipal Utility will continue to make sales of electric power and energy to Customer under its rates, terms, and conditions in effect from time to time during times when Customer is not meeting all of its load from its own generation; provided however, Municipal Utility may discontinue sales to Customer during outages of the distribution system including but not limited to scheduled outages, forced outages, system emergencies and unsafe conditions, provided that such discontinuance is on a nondiscriminatory basis; and

Attachment A

WHEREAS, the interconnection points between Municipal Utility's electric distribution system and the electric facilities of Customer on the property will become a Delivery Point for Municipal Utility under the Power Sales Contract between IMEA and Municipal Utility.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, IMEA, Municipal Utility and Customer agree as follows:

1. The Recitals set forth above are specifically incorporated into and made a part of this Agreement as though fully set forth herein.
2. Customer has or will install, operate, use, and maintain, all at Customer's own expense, an inverter-based Customer-owned, renewable energy generating facility and associated equipment ("Facilities") and interconnect and operate in parallel with Municipal Utility's electric distribution system. The Facilities and relevant interconnection specifics are more fully described as follows:
 - a. Premises/Location: 10075 Progress Parkway, Mascoutah, Illinois 62258
 - b. Type of facility: Photovoltaic Solar
 - c. Array System 1: 100 kW (AC); Meter No.: _____
 - d. Array System 2: 50 kW (AC); Meter No.: _____
 - e. Total Inverter Power Rating for solar: 150 kW (AC)
 - f. Other: _____
3. Customer declares that its Facilities are QFs under PURPA. Customer represents and warrants that it has either received certification from FERC that Customer's electric generating facilities are QFs under PURPA or that no certification from FERC is required for the Facilities to be properly designated as QF under PURPA due to one or more exceptions in the FERC rules. If applicable, Customer has or shall provide a copy of the QF certification to IMEA and Municipal Utility. Customer shall promptly notify IMEA and Municipal Utility in writing if the QF status of the Facilities changes in any way.
4. Customer shall comply in all respects with the Facilities Interconnection Agreements between Customer and Municipal Utility. In addition, Customer shall ensure that the Facilities have at all times sufficient switching equipment capable of isolating the Facilities from Municipal Utility's distribution system, and such switching equipment shall be accessible to and under the exclusive control of Municipal Utility at all times. Municipal Utility may choose to operate the switching equipment and isolate the Facilities from the distribution system if, in the sole opinion of the officer or employee in charge at the given time for Municipal Utility, continued operation of the Facilities in connection with

Municipal Utility's system may create or contribute to a system emergency, unsafe condition or interference with the service of other customers. Municipal Utility shall endeavor to minimize any adverse effects of such operation on the Facilities and shall not utilize such switching equipment in a manner which would treat the Facility as an interruptible customer unless such utilization was agreed upon as specified in the contract between Municipal Utility and Customer. Under no circumstances shall IMEA or the Municipal Utility be liable to Customer for any loss of production of electricity by the Facilities during any such event.

5. Municipal Utility shall maintain its system and the interconnection. Municipal Utility shall administer and enforce the Facilities Interconnection Agreements with the Customer as in effect from time to time.
6. Customer will provide from time to time excess energy produced by the Facilities beyond the Customer's hourly electric load on an "as available" basis. Customer shall notify both Municipal Utility and IMEA of any condition that would lead to inoperability of the Facilities for an extended period of time and its expected date of the return to service. IMEA will purchase such excess energy produced by the Facilities and delivered to Municipal Utility's distribution system on an "as available" basis. IMEA will not purchase or be deemed to purchase or be liable for energy that is not produced and/or not delivered to the delivery point at any time for any reason. If Customer wishes to offer energy, on other than an "as available" basis, and/or capacity from the Facilities, IMEA will negotiate in good faith for an amendment to this Agreement and/or will offer participation in a demand response or capacity purchase program administered by IMEA or the Regional Transmission Organization. IMEA may discontinue purchases from the Facilities during any period in which, due to operational circumstances, purchases from the Facilities will result in costs greater than those which IMEA would incur if it did not make such purchases, but instead generated an equivalent amount of energy itself. IMEA will notify Customer in advance of any such occurrence in time for the Facility to cease the delivery of energy to Municipal Utility's distribution system.
7. The price to be paid by IMEA for excess energy produced by the Facilities and delivered to Municipal Utility's distribution system shall be equal to the hourly real-time locational marginal price for each hour at the commercial pricing node of Midcontinent Independent System Operator, Inc. ("MISO") where IMEA purchases energy to serve the load of Municipal Utility.
8. Municipal Utility shall measure the excess energy produced and delivered to its distribution system at the delivery point using one or more utility grade metering devised and related metering equipment. Municipal Utility shall install and maintain the metering equipment in accordance with good utility practice and provide meter data monthly to IMEA showing the excess power delivered to its distribution system from Customer's facilities each hour of each day for the month. Metering data shall be provided to IMEA by Municipal Utility no later than the 10th day of the month following the month when the excess energy was produced and delivered by Customer.

9. IMEA will multiply the excess energy produced by the Facilities and delivered into the Municipal Utility's distribution system as determined by the data provided to IMEA by Municipal Utility as detailed above for each hour of the month times the price identified above for that same hour to determine the payment to be made to Customer for each hour of excess energy production. The hourly totals will be summed together to determine the payment to be made to Customer for each month. No later than the 20th day of each month, IMEA will issue a direct electronic payment (ACH) to Customer for such amount. Customer will provide IMEA with relevant accounting deposit transfer information.
10. This Agreement shall be subject to all statutes, governing rules and regulations of regulatory authorities having jurisdiction as the same may be changed from time to time.
11. This Agreement shall be effective for excess energy produced by the Facilities and delivered to Municipal Utility's distribution system on and after the later of August 1, 2023 or the first day of the month after all parties has executed this Agreement. ("Effective Date").
12. The initial term of this Agreement shall be one (1) year from the Effective Date, and it shall remain in effect thereafter until cancelled by either Party on 90 days written notice; provided however IMEA may terminate this Agreement immediately if the Facilities status as a QF is revoked or the Facilities otherwise cease to meet the FERC requirements and/or criteria for QF status.
13. Either Party may, in its sole discretion, terminate this Agreement if by act or omission, one of the other Parties breaches or defaults on any material term or condition of this Agreement and fails to cure such breach or default within thirty (30) calendar days after its receipt of written notice of same.
14. Any notice, request, instruction, or other document to be given thereunder to any Party shall be in writing and deemed given on the date it is delivered: (i) when delivered personally; (ii) when sent with return receipt by registered or certified mail, or otherwise on the date that is two (2) days after deposit in the mail when sent by postage prepaid first class mail; or, (iii) by email where receipt is acknowledged by the receiving Party; as follows:

If to Customer: **Bruce Jung, President, 10075 Progress Pkwy, Mascoutah, IL, 62258**

If to Municipal Utility: **Rebecca Ahlvin, City Manager, 3 W. Main St. Mascoutah, IL, 62258**

If to IMEA: **Kevin Gaden, President and CEO, 3400 Conifer Drive, Springfield, IL, 62711**

Any party may change its address by giving notice of such change of address to the other party in the manner provided for giving notice.

15. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
16. This Agreement and all of the covenants and conditions herein contained shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement may not be assigned in whole or in part by either Party, and there shall be no indirect assignment by way of a substantial change of ownership or control of either Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Neither this Agreement nor any of the terms, covenants or conditions herein may be modified or amended, except by an agreement in writing duly executed and delivered by the Parties. An amendment or modification to this Agreement shall not be effective unless and until it is reduced to writing and approved and executed by all Parties in accordance with all requirements of law.
17. This Agreement shall be governed by, and enforced in accordance with, the internal laws of the State of Illinois without giving effect to conflict of laws principles. Venue for disputes arising from or related to this Agreement or the Facilities shall be in the State or federal courts in Sangamon County, Illinois, as appropriate.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officials, respectively, being thereunto duly authorized, as of the day, month and year first above written.

**ILLINOIS MUNICIPAL ELECTRIC
AGENCY**

CITY OF MASCOUTAH, ILLINOIS

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

JUNG TRUCK SERVICE INC.

By: _____

Its: _____

Date: _____

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Becky Ahlvin, City Manager
SUBJECT: Bid Award – City Hall HVAC Replacement

MEETING DATE: August 7, 2023

REQUESTED ACTION:

Approval of bids and authorization to award a contract to furnish all labor, equipment, and materials for the City Hall HVAC Replacement.

BACKGROUND & STAFF COMMENTS:

Bids for the City Hall HVAC Replacement were opened on Monday, July 31, 2023. This project includes removal and replacement of five HVAC system units at City Hall.

The City received four bids. Two of the bids were not complete and can be rejected per advice of the City Attorney. Mascoutah Heating & Cooling submitted the lowest complete bid in the amount of \$99,206.55. See Bid Tab, Attachment A.

FUNDING:

This project is budgeted in the FY23/24 Building Maintenance Department.

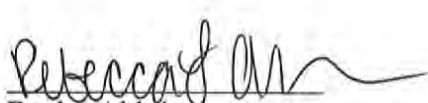
RECOMMENDATION:

Approval of low complete bid for furnishing all labor, equipment, and materials for the City Hall HVAC Replacement.

SUGGESTED MOTION:

I move that the Council approve the low complete bid of \$99,206.55 and award a contract to Mascoutah Heating & Cooling of New Baden, IL to furnish all labor, equipment, and materials for the City Hall HVAC Replacement and authorize appropriate officials to execute the necessary documents.

Prepared By: 
Kari Speir
Projects/Grants Manager

Approved By: 
Becky Ahlvin
City Manager

Attachment: A – Bid Tab

BID TAB - City of Mascoutah
Project: City Hall HVAC Replacement
Date of Bid: Monday, July 31, 2023 @ 10:00 am

Quality HVAC Solutions LLC 13504 S Kenton Ave Crestwood, IL 60418	Mascoutah Heating & Cooling 11 Lakeshore Dr New Baden, IL 62265	C&K Heating and Cooling, Inc. 1116 Galaxy Dr. Lebanon, IL 62254
Base Bid Amount	\$106,000.00	\$76,440.00
Warranty	3 year manufacturer 1 year labor	5 years on A/C compressors 1 year on parts & Labor
Estimated Delivery Date	August 31, 2023	lead time on equipment is 10 to 12 weeks
Full bid specifications included	yes	no

Baer Heating & Cooling, Inc. 11966 Old US Highway 50 PO Box 21 Trenton, IL 62293		
Base Bid Amount	\$99,075.00	
Warranty	12 months	
Estimated Delivery Date	10-12 weeks	
Full bid specifications included	no	

Attachment A

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Becky Ahlvin, City Manager
SUBJECT: Contract Agreement – Fire Department Personnel
MEETING DATE: August 7, 2023

REQUESTED ACTION:

Approval of a Contract Agreement with the Mascoutah Rural Fire Protection District to reimburse the City for half of the hourly wages of a full-time fire department position.

BACKGROUND & STAFF COMMENTS:

The Mascoutah Fire Department is staffed completely with volunteers who have other full-time positions in the community. Because of this, the department needs a full-time employee to assist with administrative and other tasks related to fire protection services. This position will be responsible for several things, including drafting staff reports, incident reports, and training reports; coordinating meetings, physicals, and training events; maintaining the Fire Department's website and social media channels; and setting up and maintaining a filing system. A draft job description is attached to this report.

Staff worked with the Mascoutah Rural Fire Protection District to create an agreement with the District to pay half of the position's hourly wages. The employee will be a City of Mascoutah employee and as such, the City will be responsible for half the hourly wages of the employee and the employee's benefits.

FUNDING:


This position is funded in the City's FY 2024.

RECOMMENDATION:

Approval of a contract with the Mascoutah Fire Protection District for reimbursement of half of the hourly wages of a full-time fire department position.

SUGGESTED MOTION:

I move that the Council Approve a contract with the Mascoutah Fire Protection District for reimbursement of half of the hourly wages of a full-time fire department position, pending the Mascoutah Fire Protection District Board's approval of the contract, and authorize appropriate officials to execute the necessary documents.

Prepared By: 
Becky Ahlvin
City Manager

Approved By: 
Becky Ahlvin
City Manager

Attachment: A – Contract Agreement
B – DRAFT Office Supervisor-Fire Job Description

CONTRACT AGREEMENT

This Agreement entered into this _____ day of _____, 2023, by and between the City of Mascoutah, a municipal corporation, and the Mascoutah Rural Fire Protection District, a municipal corporation.

WHEREAS, there is a necessity and a need for a full-time employee to assist with administrative and other tasks related to fire protection services provided within the City of Mascoutah and the Mascoutah Rural Fire Protection District; and

WHEREAS, it is a proper function of the governmental bodies to provide fire protection services to its residents; and

WHEREFORE IT IS AGREED AS FOLLOWS:

1. That the Board of Trustees of the Mascoutah Rural Fire Protection District, and the City of Mascoutah, have been authorized by proper Resolutions of their separate governing bodies to enter into this Agreement.
2. That the legal basis for the Agreement is the Illinois Constitution, Article 7, Section 10.
3. That the parties agree that the City of Mascoutah shall be the body politic that shall be the employer of the employee contemplated under this Agreement and shall be responsible for all terms and conditions of employment. The City of Mascoutah shall be responsible for paying the hourly wages, providing any agreed to benefits, etc., for the employee.
4. That the funds necessary to provide the full-time employee shall be provided by the City of Mascoutah, and the Mascoutah Rural Fire Protection District does hereby agree to reimburse the City of Mascoutah one half of the amount paid by the City of Mascoutah for payment of the hourly wages of the employee. Such reimbursement shall be limited to time spent by the employee handling fire protection matters. If the employee is paid for time spent handling other matters of the City of Mascoutah, then the Mascoutah Rural Fire Protection District shall not share responsibility for such hourly wages. Payment will be made to the City of Mascoutah upon request for reimbursement from the City of Mascoutah.
5. Any personnel employed under this Agreement shall be an employee of the City of Mascoutah, and the City of Mascoutah shall assume all responsibilities and liabilities for said employee. Day to day management and routine decisions shall be made by the City of Mascoutah, which is providing the employee.
6. This Contract may be reviewed by the parties on an annual basis at the end of each calendar year. Upon such review, each party shall have the right to terminate this Contract by giving the other party a sixty (60) day written notice of termination.

WITNESS THE HANDS AND SEALS of the Trustees of the City of Mascoutah, and the Mascoutah Rural Fire Protection District.

CITY OF MASCOUTAH

MAYOR

ATTEST:

CITY CLERK

MASCOUTAH RURAL FIRE
PROTECTION DISTRICT

TRUSTEES

City of Mascoutah

JOB DESCRIPTION

Title: Office Supervisor - Fire
Department: Administration
Reports to: City Manager
Status: Full-Time
Supervision Duties: N/A

QUALIFICATIONS:

- Knowledge of accepted local government principles and practices, business/government correspondence formats, and filing/record systems.
- Knowledge of fire department policy and functions.
- Knowledge of telecommunication policies, procedures, and the ability to perform telecommunication techniques and operate telecommunication equipment.
- Knowledge of administration policies, procedures, and practices as necessary to the position.
- Must be proficient in the use of computers, office equipment, related software, and department equipment/tools.
- Customer service oriented.
- Capable of handling stress and pressure.
- Successful completion of a thorough background investigation, including no felony convictions or misdemeanor convictions concerning issues of ethics or moral turpitude.
- Ability in handling confidential information while adhering to laws concerning non-disclosure of confidential or legally protected information.
- Ability to establish and maintain effective working relationships with Fire Chief, Assistant Fire Chief, support staff, and other departments/agencies position interacts with.

EDUCATION AND EXPERIENCE:

- High school diploma or equivalent.
- Two years related work experience

RESPONSIBILITIES AND DUTIES (other duties may be assigned):

- Preparing, composing, and distributing, as applicable, a variety of written materials including Staff reports, memoranda, correspondence, resolutions, ordinances, summaries, annual reports, purchase orders, and facsimiles, using their own initiative regarding administrative matters and general office policies for supervisor's approval.
- Prepares, submits, and maintains fire department reports on incidents and training.
- Records and files apparatus maintenance and repair records.
- Coordinates official meetings, physicals, and training events; prepares and posts agendas and minutes as applicable.

- Sets up and maintains office systems including file maintenance of various records, files, forms, and/or related department materials and documentation received, reviewed, prepared, and/or distributed.
- Reviews and maintains the Fire Department's website and social media.
- Develops and coordinates a fire prevention and public education program.
- Manages multiple calendars, including the Fire Chief's, simultaneously as assigned.
- Makes travel and training registrations and arrangements; completes required forms for Fire Department staff and distributes such accordingly.
- Provides excellent customer service to internal and external customers on the telephone and in person.
- Assists in the development and implementation of the Fire Department budget.
- Reviews purchase orders and invoices for accuracy, cross-references relevant documentation, resolves discrepancies, and processes purchase orders and invoices for payment.
- Perform duties as Fire Department FOIA Officer.
- Receives, processes, and distributes incoming mail.
- Orders office materials and supplies to maintain sufficient inventories and perform.
- Provides administrative support to the Fire Chief or his appointee(s).
- Participate with Emergency Management when the need arises with the duties assigned.
- Various other duties as assigned.

CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid driver's license.

PHYSICAL DEMANDS:

- Requires ability to climb and reach minimally.
- Requires ability to lift from floor to overhead storage up to twenty-five pounds (supplies).
- Requires ability to reach shelving up to eight feet with use of a step ladder.
- Requires ability to stretch and move body joints in the process of bending, stooping, kneeling, or reaching without assistance from another.
- Ability to sit continuously; stand, walk, squat, bend, hear, reach, and grasp occasionally.

WORK ENVIRONMENT:

- Ability to perform job duties during stressful situations.
- Employee is not exposed to any adverse environmental conditions.

This job description purpose is to indicate the types of tasks and difficulty levels needed for this position. It is not intended to state specific duties and responsibilities or to limit the control of a supervisor to assist, direct or assign work of employees under their supervision. This document will not exclude other duties not stated herein.

CITY OF MASCOUTAH
Staff Report

TO: City Council

FROM: Becky Ahlvin, City Manager

SUBJECT: PC 23-02 – Final Plat for Subdivision, Parcel 10-29.0-312-039

MEETING DATE: August 7, 2023

REQUESTED ACTION:

City Council approval of a final plat for the Subdivision of 1.23-acre on property located at North Jefferson Street (parcel no. 10-29.0-312-039) in GC, General Commercial Zoning District lot located at N Jefferson Street east of Rt. 4, west of Crown Pointe Phase 4, and north of Laugh and Learn Preschool and Child Care Center.

BACKGROUND & STAFF COMMENTS:

The applicant is Renaissance Infrastructure Consulting, agent of CPR Properties, owner of 2.90-acre parcel no. 10-29.0-312-039. The final plat depicts the land subdivided into two (2) lots, one 1.23-acre lot for proposed Family Dollar Tree final plat and one (1) General Commercial lot (1.67 acres), located on North Jefferson Street.

DISCUSSION POINTS / ISSUES:

Land Use: The subject property is designated General Commercial (GC). The land to the north and south is also zoned General Commercial (GC), west Multi-Family (RM), and east is Route 4.

Development Standards: The project as proposed will meet the GC zoning requirements of the City's Subdivision Code.

	Required	Provided
a. Min. Lot Size	10,000 sq. ft.	53,726 sq. ft.
b. Min. Lot Width	100 ft.	215 ft.
c. Min. Lot Depth	100 ft.	249 ft.
d. Min. Front Yard Setback	25 ft.	25 ft.
e. Min. Side Yard Setback	0 ft.	
f. Min. Rear Yard Setback	20 ft.	
g. Max. Building Height	35 ft.	
h. Max. Density	N/A	
i. Min. District Size	N/A	

Circulation: Access to the property is via Rt. 4 and an access permit will be required from Illinois Department of Transportation (IDOT). A second access point will be provided on the northern edge of the property. The access street will be thirty-six (36) wide (three, twelve-foot lanes). The second access will be twenty-two (22) feet wide (two, eleven-foot lanes).

Utilities: The subject property is served by a municipal 10” water main located along Rt. 4 and municipal 18” gravity sanitary sewer mains that run along Rt. 4. These City utilities are adequate for the development’s purposes.

Drainage: The subject property will drain into the storm sewer collection/detention system that is on sight and into the storm sewer collection system along Rt. 4.

Landscape Plan: A twenty-five (25) foot landscape buffer is required along property lines bordering Rt.4. In addition, a twenty-five (25) foot landscape buffer will be required along the out lots by Rt. 4.

PLANNING COMMISSION:

The Planning Commission held a public hearing to review this final plat on July 19, 2023. The Planning Commission did not recommend approval of this final plat as presented.

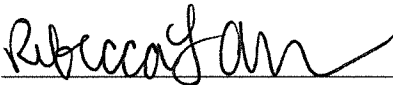
RECOMMENDATION:

Staff recommends approval of the Final Plat Subdivision for Parcel 10-29.0-312-039.

SUGGESTED MOTION:

I move City Council approve Ordinance No. 23-____ the Final Plat for the Subdivision of 1.23-acre on property located at North Jefferson Street (parcel no. 10-29.0-312-039) in GC, General Commercial Zoning District lot located at N Jefferson Street east of Rt. 4, west of Crown Pointe Phase 4, and north of Laugh and Learn Preschool and Child Care Center.

Prepared By: _____
Tiffany Barrows
Planning and Zoning Administrator

Approved By: 
Becky Ahlvin
City Manager

Attachments: A – Final Plat
B – Findings
C – St. Clair County Parcel Map Viewer Image
D – Proposed Site Plan
E – Public Hearing Notice
F – Minutes
G –Ordinance

FINDINGS FOR APPROVAL

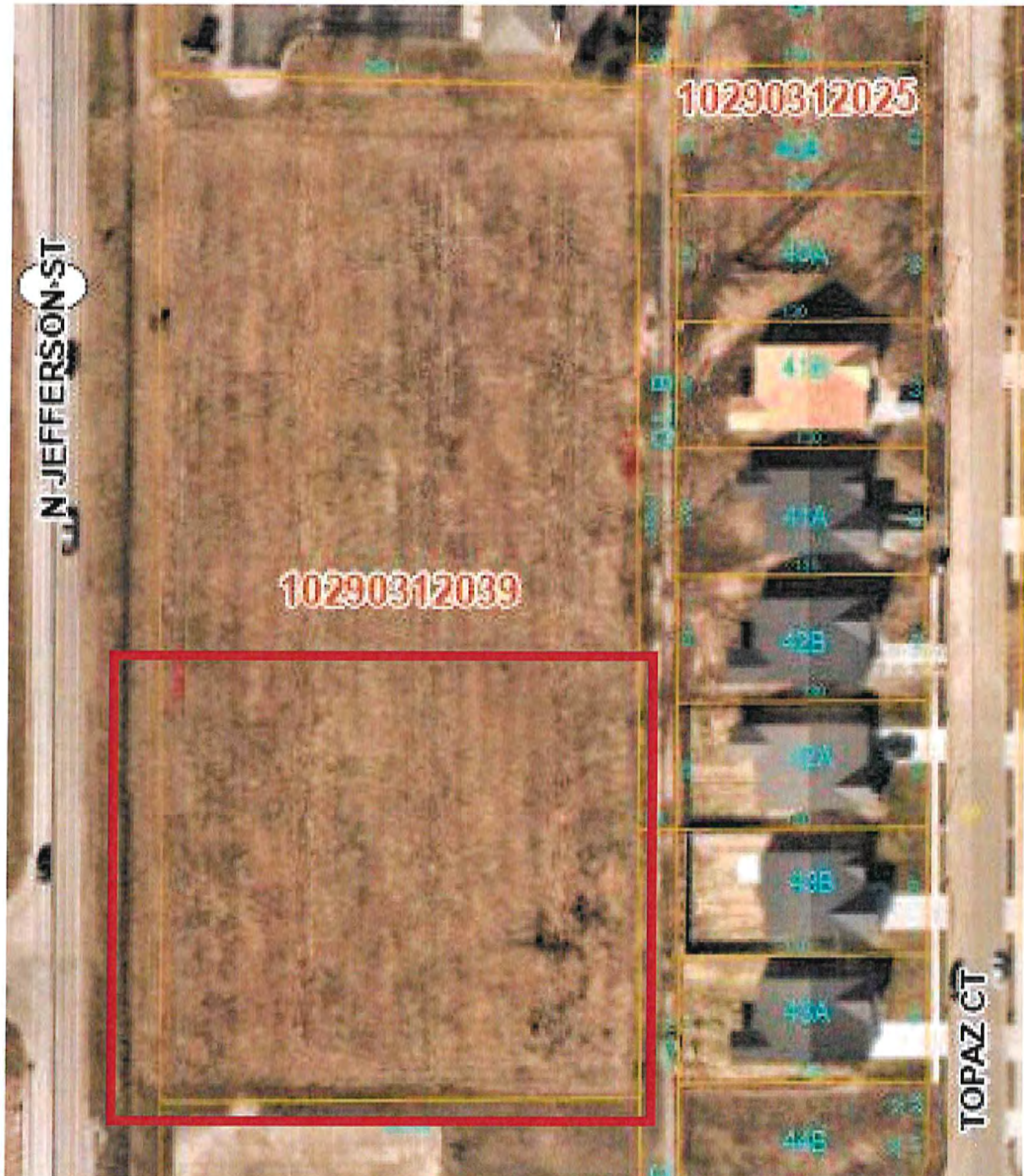
PC 23-02 ,Final Plat for Subdivision, Parcel 10-29.0-312-039

Date: July 19, 2023

FINDINGS: The Mascoutah Planning Commission, pursuant to the final plat review process, and after considering the effect of the request to approve the final plat on the health, safety, morals and general welfare of the residents in the City, specifically finds:

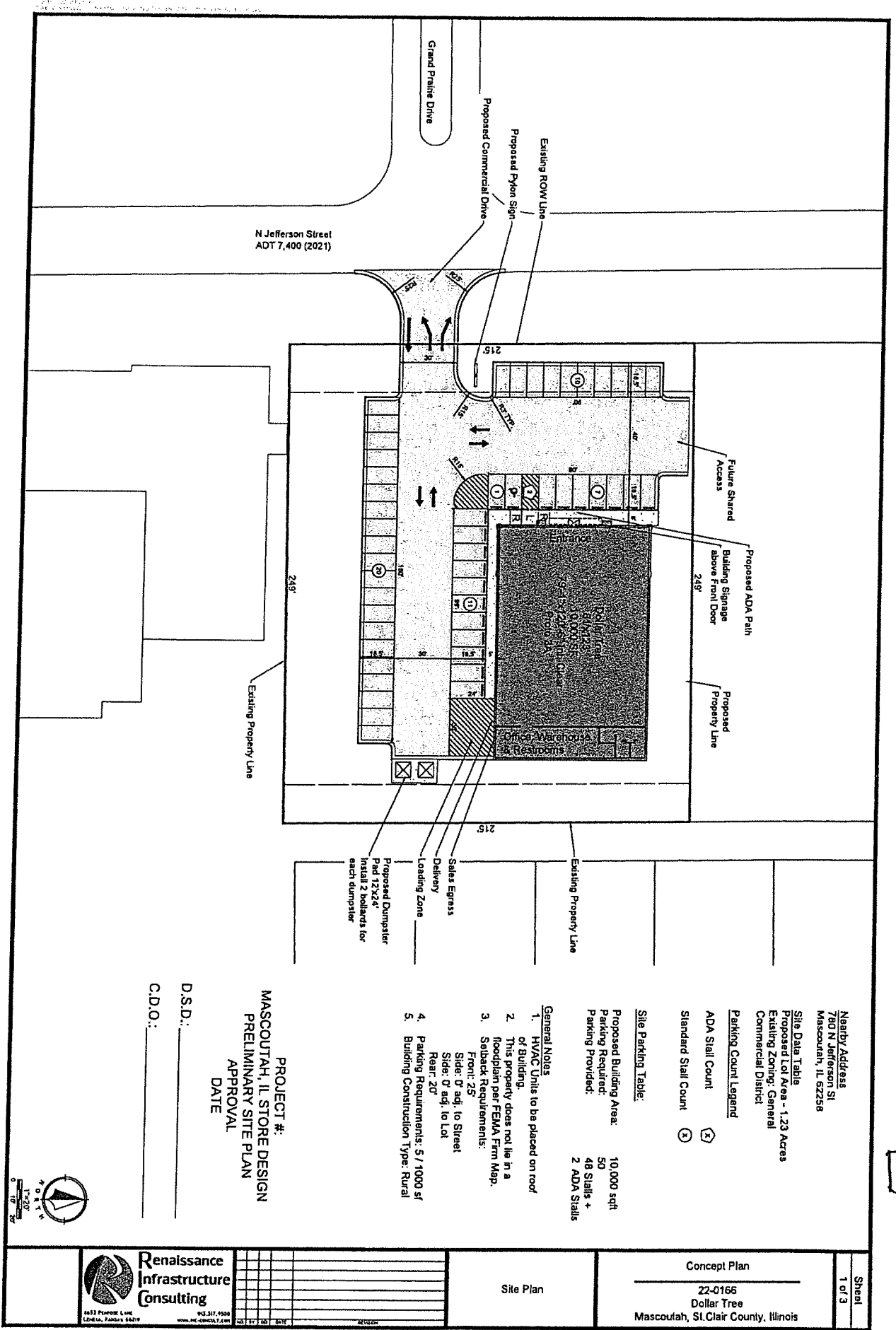
1. The proposed final plat meets all the requirements of the Unified Land Development Code and other applicable City ordinances, and state and federal laws and statutes.
2. Adequate provisions have been made for a sufficient water supply system and public sewage system.
3. The proposed subdivision will not result in the scattered subdivision of land that leaves undeveloped parcels of land lacking infrastructure between developed parcels.
4. The subdivider has taken every effort to mitigate the impact of the proposed subdivision on public health, safety, and welfare.

St. Clair County Parcel Map Viewer Image



C

D



Nearby Address
790 N Jefferson St
Mascoutah, IL 62256

Site Data Table
Proposed Lot Area - 1.23 Acres
Existing Zoning: General
Commercial District

Parking Count Legend

ADA Stall Count (X)
Standard Stall Count (X)

Site Parking Table:

Proposed Building Area: 10,000 sqft
Parking Required: 50
Parking Provided: 48 Stalls + 2 ADA Stalls

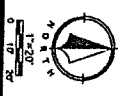
General Notes

1. HVAC Units to be placed on roof of Building.
2. This property does not lie in a floodplain per FEMA Flood Map.
3. Setback Requirements:
Front: 25'
Side: 0' adj. to Street
Rear: 20'
Side: 0' adj. to Lot
4. Parking Requirements: 5 / 1000 sq ft
5. Building Construction Type: Rural

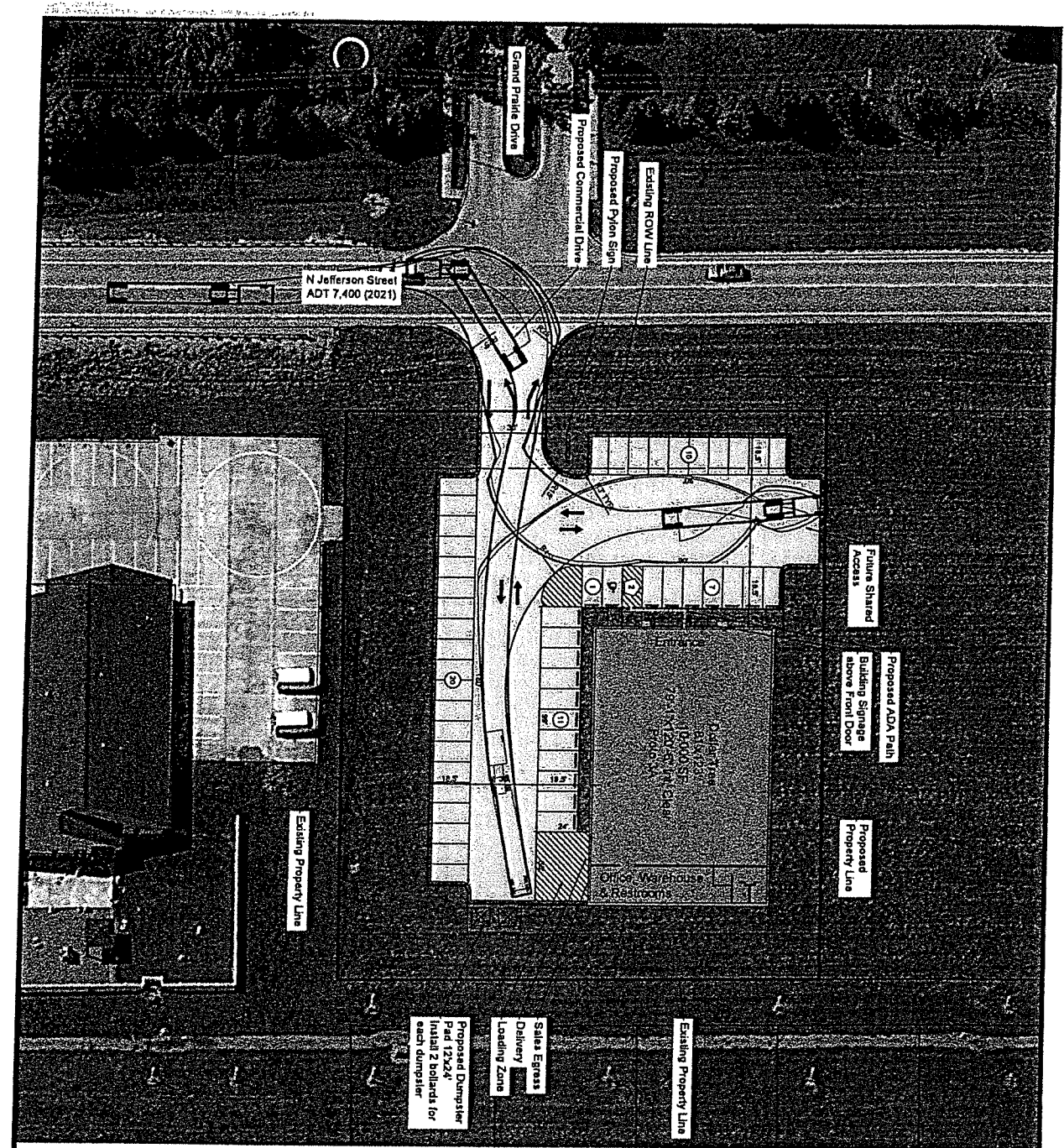
Proposed Dumpster Pad 12'x24'
Install 2 bollards for each dumpster

PROJECT #:
MASCOUTAH, IL STORE DESIGN
PRELIMINARY SITE PLAN
APPROVAL
DATE

D.S.D.:
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Nearby Address
780 N Jefferson St
Mascoutah, IL 62258

Site Data Table
Proposed Lot Area - 1.23 Acres
Existing Zoning: General
Commercial District

Parking Count Legend

ADA Stall Count

Standard Stall Count

Site Parking Table:

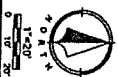
Proposed Building Area: 10,000 sq ft
Parking Required: 50
Parking Provided: 48 Stalls + 2 ADA Stalls

General Notes

1. HVAC Units to be placed on roof of Building.
2. This property does not lie in a floodplain per FEMA Firm Map.
3. Setback Requirements:
Front: 25'
Side: 0' adj. to Street
Rear: 20'
Site: 0' adj. to Lot
4. Parking Requirements: 5 / 1000 sq ft
5. Building Construction Type: Rural

PROJECT #:
MASCOUTAH, IL STORE DESIGN
PRELIMINARY SITE PLAN
APPROVAL
DATE

D.S.D.:
C.D.O.:



Renaissance
Infrastructure
Consulting

10555 PONTIAC LANE
LAKELAND, KANSAS 66207

TEL: 317.700.0000
WWW.RENCORP.COM

Aerial Site Plan

Concept Plan

22-0166
Dollar Tree
Mascoutah, St. Clair County, Illinois

Sheet
3 of 3

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS

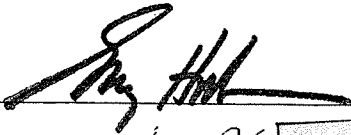
COUNTY OF ST. CLAIR

THIS IS TO CERTIFY, that the notice of which a printed copy is herto annexed, was published once a week for 1 successive weeks in the THE HERALD, a newspaper of general circulation, published in the city of Mascoutah in said County and State, by Greg A. Hoskins, its publisher, and that the first insertion was made in the paper published on the 29 day of June A.D., 20 23 and the last paper published on the 29 day of June A.D., 20 23, and said newspaper was regularly published for six months prior to date of first publication of said notice.

Subscribed and sworn before me, this date



6-29-23



MASCOUTAH, IL 6-29

NOTICE OF PUBLIC HEARING

The City of Mascoutah Planning Commission will conduct a Public Hearing on Wednesday, July 19, 2023, at 7:00 PM in the City Council Chambers at City Hall, #3 West Main Street, Mascoutah, IL 62258.

The purpose of this hearing is to consider a Final Plat for Subdivision review of a proposed Family Dollar Tree Store on property located at N Jefferson Street (parcel no. 10-29.0-312-039) in a GC, General Commercial Zoning District.

Anyone interested in this hearing may appear and be heard for or against. The regular meeting of the Planning Commission shall follow this hearing wherein the Commission shall make a recommendation on this request.

Questions or requests for further details can be directed to the Planning and Zoning Administrator's Office at (618) 566-2964, ext. 107. Comments in writing may be forwarded to the Planning and Zoning Administrator's Office, 3 West Main St., Mascoutah, IL 62258.

Posting Date: June 29, 2023

MASCOUTAH PLANNING COMMISSION
Ken Zacharski, Chairman
(6/29)

E

**CITY OF MASCOUTAH
PLANNING COMMISSION
#3 WEST MAIN STREET
MASCOUTAH, IL 62258-2030**

July 19, 2023

The minutes of the Regular Meeting of the Planning Commission of the City of Mascoutah.

PUBLIC HEARING – 7:00 PM

PC 23-02, Final Plat for Subdivision, Parcel # 10-29-0-312-039.

Planning and Zoning Administrator, Tiffany Barrows presented the background, land use, development standards for the proposed final plat subdivision consideration.

Craig Norrenberns, owner of Betty Ann Market, warned against allowing such a business to be allowed or permitted to build in Mascoutah. He presented an article that described why it is not healthy to allow such business in a small town. He then asked for the city attorney to help the community with how to put things in place such as ordinances that allow the community to legally say yes and no when a business is appropriate. Norrenberns continued stating that this request is just the beginning and that it will draw more businesses like this to come into Mascoutah. He referenced other small communities that have more than one Dollar General type store. He stated that he believes it is not meeting any additional need or drawing in any more tax revenue for the communities they are in. He then stated that these are not businesses that are joining the chamber or giving back to the community. His belief is that they come into a community and will suck out as much as they can until they can consume all they can consume. He warned that Mascoutah was very close to losing its grocery store and he doesn't believe the city fully grasp the reality of what that would have looked like for the community if the store closed. He then stated that he has put in a lot of time, money, and energy into saving it. He continued to state that he would appreciate the help to continue to do business and so that they can continue to thrive. He then gave the city manager, Becky Ahlvin, the packet of information he wanted distributed to the commission members.

Commission member, Rich Thompson, asked Craig Norrenberns to elaborate his point of such a business not being healthy for the community. Norrenberns stated that the Dollar Store model is different from the supermarket model because the services are different. He warned of the consequences of the Dollar Stores sucking out resources from other stores. He then stated the reality is that there will not be enough business to go around for a full-service grocery store. It is the reality of a small-town business. He continued and believes that from a tax revenue standpoint, they are not going to be able to fill the jobs required to run their business. He stated there are a lot of different stores that could be built in place to generate more tax revenue.

Laura Turner, a 15-year resident in Mascoutah, stated she came to this town for the sense of small-town community. She doesn't believe the development will add to the community. Traffic is her main concern. She lives in Prairieview Estates which is across from the proposed location. There is only one way in and out of her subdivision. She believes adding a store across the street

will make it more difficult. She also doesn't believe the residents of Crowne Pointe will not appreciate a Dollar Tree in their back yard. She then negatively spoke about the products Dollar Tree sells. She also stated the business will not give back to the community. She continued that it is not good for the community and long run impact it would have on Betty Ann Market. She then pointed out great services and products of Betty Ann Market. She stated that Dollar Tree will not give value to the community. She stated that it may increase the city's tax revenue, but she asked the commission, at what expense.

Betty Ann Market Manager, Mike Klein, stated that he has been involved with the Chamber of Commerce. He stated that in those meetings, they never see Dollar General in those meetings because they are not invoiced in the community. He wanted to reiterate to bring in business that give back instead of ones that take away.

Dan Kelly, resident of Mascoutah, is concerned about Prairieview Estates. He worries the development will give them more issues with the flow of traffic in an area that is already congested. He fears putting in another entrance with commercial traffic. He asks what the city will do to ease the flow of traffic going down route 4.

Rachel Barnett, a resident that lives in Prairie View Estates, asked if traffic studies were completed and if they have considered any stop signs or lights in that area.

Al Paulson, the city attorney, stated the application would have to get IDOT approval since it is a state road. He continued that curb cut would have to be approved by IDOT and would have to complete a traffic study. IDOT would have to approve the curb cut to create that entrance.

Chairman Ken Zacharski stated that the commission is looking at the final plat subdivision. IDOT approval will be part of the site plan and architectural elevation consideration which will be the next step after final plat.

Al Paulson reminded the commission that this meeting is for final plat subdivision approval, not approval of a Dollar Tree. The final plat is to be subdivided.

Commission member, Bill Millikin, pointed out that the access decision would not be coming from the city but rather IDOT. Al Paulson confirmed that the state has complete control of what touches their road.

Rich Thompson asked if lot change consideration is approved, the area is already zoned commercial, what would be the reason legally to deny them the ability to build on that property.

Al Paulson stated that the questions is for a separate meeting. Paulson confirmed that if approving the final plat subdivision, the commission is not bound to approve the site plan for proposed business. He also reminded them that the next step for a business to build at that location would be the site plan and architectural review.

Ken Zacharski stated that changing the ground does not promise approval of building placement or business approval.

Karen Wobbe questioned why the commission received the proposed building site plan with this report. Tiffany Barrows replied that at the last Planning Commission Hearing, the members stated they wanted more information for final plat reviews such as proposed site plan, if available, to help with considerations.

Wobbe also questioned that another portion of that development, along that general commercial area, was supposed to include a turn lane into that general commercial property. The turn lane was never created, and she is concerned due to the accidents in that area. She wants to know how the city can do help that situation. Paulson stated that IDOT controls the road and conducts traffic studies to determine needs. This proposal is going to trigger a study before approval.

Andy Gabbert, engineer working on the project, stated that IDOT has been contacted. IDOT has identified that usually they want to align entrances with other entrances to reduce turn lane conflicts. In the process of working with IDOT, the proposed entrance is deemed the best location. Along with the entrance from route 4, there will be another access easement to allow traffic to enter their property and head to the north as the future ground is developed. That access easement will be the general method or location of how traffic will get to the other locations along those general commercial properties to Onyx Street. They are continuing to work with IDOT on access requirements.

Commission member, Bruce Jung mentioned that he assumed those commercial properties, along route 4, would have a frontage road for that area's business traffic.

Zacharski reminded the commission that tonight's meeting is just considering if the piece of ground should be divided in two. Development considerations will be in future meetings.

Thompson asked Andy Gabbert, representing the developer, what the business association is between Dollar General and Dollar Tree. Gabbert explained they are two separate business entities, just like Walgreens and CVS. Gabbert continued that if members go to other towns with both stores, they will see that it is typical for Dollar Tree and Dollar General to be located near each other.

Thompson asked about products. Gabbert stated that Dollar Tree has neighborhood goods and services. Al Paulson spoke up to state that the commission is getting off the topic and not focusing on the matter at hand, Final Plat Subdivision. Thompson declared that once the commission approves the separation of these lots, he believes that they will be legally controlled as to what we can say about what business can be put on those commercial lots, in this town.

Paulson stated, from a legal standpoint, you cannot consider what may or may not be placed on the property. Paulson continued; you can only consider if it is appropriate to divide this lot. He stated that when they apply for the site plan review, the commission at that time can make the determination if they do not want to approve or deem what is appropriate for that area.

Karen Wobbe stated, the commission can look at this request and consider, do they want to divide out the parcels and have a bunch of smaller lots with more businesses along route 4 that are going to bring in more traffic or do we want to leave the lots larger. Commission member, Jim Connor, pointed out that the developer could build on the whole lot if it is not subdivided.

Zarcharski stated that most of this discussion is premature because they are items that would be discussed at the site and building plan review. Tonight's discussion is to divide a parcel.

Craig Norrenberns asked the legal counsel; what authority does the commission and or the city council have to say yes or no based on any other stipulation. He continued to state that if the commission and the city council say yes now, there is nothing in place to stop the next step. He then stated, before you say yes to this and the dominos start falling, he asked that the commission step back and put things in place so that you can say yes tonight, that the planning commission has the option today if a business meets the proposed community need already, can we not issue a business license. He continued, stating the same thing goes with liquor and gambling licenses that they only allow so many. He said that when he purchased the grocery store in town, within the first two weeks of owning it, a slot machine company told him they should expand into their dance studio.

Paulson asked him what his initial question was.

Norrenberns replied what is in place that allows the city, this commission, and the city council to say no to something like this because it seems as if they can not say no if the requirements are met.

Paulson stated that there are laws in place that allow property owners to use their property however they want. He continued that the only thing that controls that right are things like zoning codes, building codes, etc. Cities can put in place stricter requirements, such as more brick, but that is not what this meeting is about tonight. There are hurdles that the future developer will have to overcome.

Norrenberns believes that our code is too lenient. He continued that Dollar General will throw something up with fake brick and will leave after 20 years. He also stated that Dollar General does not recycle their buildings and will just move on to another spot.

Paulson repeated, this hearing is not about that it is about a final plat subdivision. He stated that there is no legal justification to not allow them to subdivide this commercial parcel.

Norrenberns stated that that is fine with him if the next steps allow the members to say no if the project doesn't look like something they want.

City manager, Becky Ahlvin, stated that the next step is the site plan and architectural review which will review the submitted plans as well as the building materials all follow the city code. If they don't, that is when we can say to fix this or find another location.

Bill Millikin asked which group in the city would be responsible for reviewing those ordinances that may or may not exist and recommending any changes to solve some of these questions.

Ahlvin replied that responsibility lies with the Planning and Zoning Administrator.

Paulson stated that there is already a code of ordinances in place with the building code. Whether that code becomes more restrictive, that is the responsibility of the city council.

Millikin stated that some communities have passed ordinances to not allow so many square footages to not allow big box stores. He asked where that conversation for Mascoutah begins.

Paulson stated that the planning commission can make recommendations to the city council as to how you would like the code to be changed.

Bruce Jung stated that nobody can pick out a certain business and say you are not allowed here. If they check all those boxes, and every city has them, if you check all the boxes, you are in. Even if it is not wanted.

Norrenberns stated that there should be something added to the code that asked if the business meets the need. He states that there will be more dollar stores coming and we do not need it and that there should be something in place, so the city doesn't issue a business license if there is already a business here meeting the proposed need. He believes we do not need another location.

Ahlvin stated that regarding these types of recommendations in a meeting need to be in the miscellaneous portion of the public hearing.

Andy Gabbert with RIC, pointed out what they are looking for is approval of a subdivision plat and the submission, he believes, meets all the code requirements.

Karen Wobbe pointed out subdividing the plat will then allow two businesses which will double the traffic in an already accident-prone area. She believes still gives them an opinion and the ability to approve two businesses instead of just one. She believes their job is to consider if it is good for the city.

Paulson points out that it is zoned correctly. He stated that it is a process under the law. The reason they are here is to make sure what is submitted is compliance.

Barrows stated that the architectural review will also go over the site and building plan code requirements. Barrows continued that the city does have codes in place to make sure new buildings correspond to what it is surrounding.

Commission members discuss the additional access points in that area. Barrows pointed out that that access point would make sense to what is already up there. She gave examples of how commercial developments match the aesthetics of what it is surrounding.

Zacharski stated they will get into those specifics when the time comes.

There was no further discussion.

PUBLIC HEARING – 7:54 PM

PC 23-03, Chapter 34 Code Changes – Recreation Vehicles.

Chairman Ken Zacharski stated that the change has been presented by the city council to the commission to consider changing the code to allow recreation vehicles to be parked on front driveways. He states that the city does not enforce this code. He sees them all the time. He read the code and pointed out that the change does not allow for recreation vehicles to be parked on the street for more than 72 hours. He continued that it is up to the city police to watch for these types of things.

Planning and Zoning Administrator, Tiffany Barrows presented the code change request; to updated subsection d that states, “No recreational vehicle shall be parked in front of any existing residences or in the front yard or driveway on any lot in any single-family residential zoning district. Such vehicles may be parked in the side and rear yards. RV's and campers will be allowed to be parked in driveways for a maximum of 72 consecutive hours”. She reads the proposed change to subsection d to list, “storage of recreational vehicles on residential driveways, side and rear yards is permitted, as long as placement does not obstruct view of traffic and corner visibility. Recreational vehicles shall be parked at least three feet from side lot lines and five feet from rear lot lines”.

Zacharski suggests that they define that pull trailers parked must be empty pull trailers.

Millikin asked the history of this code change request.

Paulson stated that the code change was made a couple of administrations and councils ago.

Zacharski stated that when buying these vehicles, residents need to plan to store properly. He pointed out that one of the city council members has an RV parked in his front driveway right now and had for some time now. He continued and said if the chief of police was present, he would ask why he hadn't been ticketed.

Ahlvin stated that the police department does not perform proactive code enforcement. She also pointed out that this code change does not overrule subdivision HOA requirements.

Connor would like to see that this code is enforced without throwing the complaining neighbor under the bus.

Barrows stated that the city and the police department have received many anonymous concerns, which do remain anonymous. She also stated that the administration office has not received any complaints of RV parked in driveways but is unsure of what has been reported to the police department.

Connor stated that he is frustrated because nothing is being done and this is a waste of time.

Millikin asked about the ordinance violation process.

Ahlvin explained that when the police receive a complaint, they check it out, write a warning ticket. If it is remedied nothing happens. If it is not remedied, they will issue a ticket which then results in a fine enforced through the court system.

Commission members spoke about registration.

Wobbe stated she would like to add sizing restrictions.

Ahlvin stated that they could add a seasonal timeline.

Millikin asked that they table this discussion to give them time to read the text and discuss it again.

Thompson said there have been changes in the community regarding golf carts, ATV, etc. He thinks they may be handled in a different way.

There was no further discussion.

PUBLIC HEARING ADJOURNED at 8:09 PM

CALL TO ORDER at 8:10 PM

Chairman Ken Zacharski called the meeting to order.

PRESENT

Commission members Jack Klopmeier, Bruce Jung, Jim Connor, Bill Millikin, Rich Thompson, Karen Wobbe, and Chairman Ken Zacharski were present.

ABSENT – none.

ALSO PRESENT

City Manager Becky Ahlvin, Attorney Al Paulson, Planning and Zoning Administrator Tiffany Barrows, Projects Manager Kari Speir, and virtually attending are applicants Renaissance Infrastructure Consulting project manager Stephanie Ingels and Renaissance Infrastructure Consulting Engineer Andy Gabbert.

ESTABLISHMENT OF A QUORUM

A quorum of Planning Commission members was present.

GENERAL PUBLIC COMMENT – NONE

AMEND AGENDA – NONE

MINUTES FROM June 28 2023

Wobbe moved, seconded by Thompson to approve the minutes from the June 28, 2023, Planning Commission Meeting.

THE MOTION BY ROLL CALL

Jack Klopmeier aye, Bruce Jung aye, Jim Connor aye, Bill Millikin aye, Rich Thompson aye, Karen Wobbe aye, and Chairman Ken Zacharski aye.

7-ayes, 0-nays, 0-absent

PC 23-02 – Final Plat for Subdivision, Parcel # 10-29-0-312-039

Discussion was held during the Public Hearing process. Please see the Public Hearing section of these minutes for details.

MOTION:

Millikin moved, seconded by Jung, that the Planning Commission recommend approval of the Final Plat Subdivision for Parcel # 10-29-0-312-039, subject to attached Findings, and forward to the City Council with a recommendation of approval.

THE MOTION BY ROLL CALL

Jack Klopmeier aye, Bruce Jung nay, Jim Connor nay, Bill Millikin aye, Rich Thompson nay, Karen Wobbe nay, and Chairman Ken Zacharski nay.

2-ayes, 5-nays, 0-absent

PC 23-03 – Chapter 34 Code Changes – Recreation Vehicles

Discussion was held during the Public Hearing process. Please see the Public Hearing section of these minutes for details.

MOTION:

Thompson moved, seconded by Connor, that the Planning Commission table consideration of approval to amending Chapter 34 – Unified Land Development code of the Mascoutah City Code of Ordinances: Section 34-9-21 – Recreational Vehicles.

THE MOTION BY ROLL CALL

All were in favor.

MISCELLANEOUS

As requested by the commission members, Tiffany Barrows gave updates on developments. Prairie Lakes Development received their IDOT report back, after 8 months. We hope for a final plat application submission for the September Planning Commission meeting.

Barrows stated that the Silver Creek Development is finally up and running. She reported that as of today, there are three single-family residential building permits approved. She expects the commission to receive site plan and architectural review for the proposed townhome portion of the development at next month's meeting.

Barrows also reported on the Falcon Place Drainage review. She stated that the commission was all provided the engineer findings at the last meeting. Oates engineering and Barrows did a site visit with the developer. The property owner/developer is approved to restore the drainage. Oates will perform a follow-up visit once the drainage restoration is completed.

Barrows stated that she expects to see the site plan review for the additional development at Falcon Place at next month's meeting.

Barrows reported that there will be another site review of MidAmerica Passenger Terminal, Phase 4 at next month's meeting.

Thompson asked who to send the recommendation of changes to the RV code. Barrows asked the commission to send them to her and she would draft a recommendation summary report to present at the next meeting.

ADJOURNMENT

Jung moved, seconded by Wobbe, to adjourn at 8:19 p.m. All were in favor.

Tiffany M Barrows, Planning and Zoning Administrator

ORDINANCE NO. 23-__

FINAL PLAT SUBDIVISION, PARCEL 10-29.0-312-039

An Ordinance approving the Final Plat for Subdivision, Parcel 10-29.0-312-039, generally located at North Jefferson Street east of Rt. 4, west of Crown Pointe Phase 4, and north of 780 N Jefferson Street.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, in accordance with the powers of the City of Mascoutah as a "Home Rule Unit" as granted by the Illinois Constitution, 1970, Article 7, Section 6 and in accordance with the Subdivision Ordinance of the City of Mascoutah, the final subdivision Ordinance of the City of Mascoutah, the final subdivision plat for Parcel 10-29.0-312-039, generally located at North Jefferson Street east of Rt. 4, west of Crown Pointe Phase 4, and north of 780 N Jefferson Street. Being a subdivision of part of the City of Mascoutah, St. Clair County, Illinois as prepared by Sherrill Associates is hereby approved.

This Ordinance shall go into full force and effect from and after its passage and approval all as provided by law.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St. Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman _____, adopted on the following roll call vote on the 7th day of August, 2023, and deposited and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
John Weyant	_____	_____	_____	_____
Walter Battas	_____	_____	_____	_____
Nick Seibert	_____	_____	_____	_____
Mike Baker	_____	_____	_____	_____
Pat McMahan	_____	_____	_____	_____

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 7th day of August, 2023.

ATTEST:

Mayor

City Clerk
(Seal)