

Mascoutah City Council

November 1, 2021

REGULAR MEETING AGENDA

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

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, October 18, 2021 City Council Meeting (Page 1 to Page 4)

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. PC 21-05 Conditional Use Permit, 14 South Market Street

(Page 5 to Page 30)

Description: Council review and consideration of approval of a Conditional Use Permit (CUP) for a multiple-family residence in a Downtown Commercial Zoning District located at 14 South Market Street.

Recommendation: Council Approval.

2. PC 21-06 – Falcon Place Townhomes – Site Plan and Architectural Review

(Page 31 to Page 49)

Description: Council Review and consideration of approval of Site Plan and Architectural Elevations for a proposed 18 building (144 units) townhome complex named Falcon Place on Property located on the northern 9.072 acres generally located north of Hayden Drive and west of Beller Drive in RM, Multi-

Family Residential Zoning District.

Recommendation: Council Approval.

3. PC 21-07 – Scooter’s Coffee – Site Plan and Architectural Review

(Page 50 to Page 60)

Description: Council review and consideration of approval of Site Plan and Architectural Elevations for a proposed drive-thru coffee shop for Scooter’s Coffee on property located at 1300 West Main Street in a General Commercial Zoning District.

Recommendation: Council Approval.

4. Resolution Approving Redevelopment Agreement relating to Mascoutah TIF #3

(Page 61 to Page 84)

Description: Council approval of Resolution approving and authorizing Tax Increment Financing Redevelopment Agreement for Aeronautical Production Facility and Campus Development with St. Clair County.

Recommendation: Council Approval and Adoption of Resolution.

5. Bid Award – Design Build Contract – Distribution System Upgrade

(Page 85 to Page 111)

Description: Council approval of a Design Build Contract with BHMG Engineers, Inc. for the Mascoutah 13.8 kV Distribution System Upgrades.

Recommendation: Council Approval.

6. Resolution of Authorization – Easement Agreement Roy A. Waller et al

(Page 112 to Page 113)

Description: Council approval to rescind Resolution No. 21-22-04 and Council approval and adoption of resolution authorizing the execution of a settlement agreement, deed of easement and right-of-way for electrical utilities.

Recommendation: Council Approval and Adoption of Resolution.

7. Annual Meeting Schedule

(Page 114 to Page 117)

Description: Approval of resolution adopting the annual meeting schedule.

Recommendation: Council Approval and Adoption of Resolution.

8. Final Plat, Thomas Estates (first reading)

(Page 118 to Page 126)

Description: Council consideration of approval of a final plat for a minor subdivision for Thomas Estates generally located north of Fuesser Road, east of 6th Street, and west of Progress Parkway and Airworld Centre Way by adoption of ordinance.

Recommendation: First Reading.

B. Council Miscellaneous Items

C. City Manager

9. PUBLIC COMMENTS (3 MINUTES) – opportunity for the public to comment.

10. ADJOURNMENT TO EXECUTIVE SESSION – NONE

11. MISCELLANEOUS OR FINAL ACTIONS

12. ADJOURNMENT

POSTED 10/29/21 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/87159124121>

You can also dial in using your phone.

United States: +1 312 626 6799 US

Access Code: 871 5912 4121

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

OCTOBER 18, 2021

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, Walter Battas, Nick Seibert and Doug Elbe.

Absent: None.

Other Staff Present: City Manager Brad Myers, City Attorney Al Paulson, City Engineer Tom Quirk, Assistant Fire Chief Rob Stookey, EMS Supervisor Jeremy Gottschammer and Police Chief Scott Waldrup.

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

AMEND AGENDA

None.

MINUTES

The minutes of the October 4, 2021 regular City Council meeting were presented and approved as presented. The minutes of the October 4, 2021 Executive Session meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

None.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – September 2021 monthly report was provided by Assistant Fire Chief Rob Stookey.

Police Chief Scott Waldrup – September 2021 monthly report was provided.

Finance Coordinator Lynn Weidenbenner – September 2021 monthly financials were provided by City Manager Brad Myers.

Public Works Director Jesse Carlton – September 2021 building and status report was provided by City Manager Brad Myers.

City Engineer Tom Quirk – September 2021 status report on public projects was provided.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: Fall Fest.

City Council

Weyant – Nothing to report

Battas – Nothing to report

Seibert – Attended the following meetings and functions: Fall Fest and National Night Out.

Elbe – Nothing to report

City Manager – Nothing to report

City Attorney – Nothing to report.

City Clerk – Attended the following meetings and functions: MCI Institute and Fall Fest.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The September 2021 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

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

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

PC 21-04 – FINAL PLAT, MASCOUTAH EYE CARE (second reading)

City Manager presented report for Council approval of a final plat for a minor subdivision for Mascoutah Eye Care located on the northwest corner of the intersection of Mascoutah Plaza Drive and Fountain View Drive by adoption of ordinance and findings for approval.

FINDINGS: The City Council, 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.

There was no further discussion.

Seibert moved, seconded by Elbe to approve and adopt Ordinance No. 21-14, approving the Final Plat for Mascoutah Eye Care, subject to attached Findings of Approval..

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

RESOLUTION AUTHORIZING SALE OF SURPLUS EQUIPMENT

City Manager presented report for Council authorization of the sale of surplus equipment.

- 2003 Chevrolet Astro Van mileage 131,424 (VIN#134999)
- 2000 Model 747 Trialer Jetter, GPM 40, 2000psi (Serial #7228)

There was no further discussion.

Battas moved, seconded by Weyant to approve and adopt Ordinance 21-13, a resolution authorizing the sale of surplus equipment.

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

COUNCIL – MISCELLANEOUS ITEMS

Mayor McMahan explained that the council has discussed the closure of Legion Drive in past meetings and would like city staff to bring it back to the council to re-open Legion Drive.

CITY MANAGER – MISCELLANEOUS ITEMS

None.

PUBLIC COMMENTS

None.

ADJOURNMENT TO EXECUTIVE SESSION

None.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

Weyant moved, seconded by Seibert, to adjourn at 7:13 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

Melissa Schanz, City Clerk

CITY OF MASCOUTAH
Staff Report

TO: Mayor & City Council
FROM: Brad Myers, City Manager
SUBJECT: PC 21-05, Conditional Use Permit, 14 South Market Street
MEETING DATE: November 1, 2021

REQUESTED ACTION:

Council review and consideration of approval of a Conditional Use Permit (CUP) for a multiple-family residence in a Downtown Commercial Zoning District located at 14 South Market Street.

BACKGROUND & STAFF COMMENTS:

The applicants, Scott and Renee Meinhardt on behalf of Brickyard Estates of New Baden Inc., have submitted a Conditional Use Permit (CUP) application to have a three-family residence at 14 South Market Street. Project narrative and site plan is included with application.

DISCUSSION POINTS / ISSUES:

Land Use and Zoning Requirements: Neighboring properties are currently depicted as Downtown Commercial and Single-Family Residential.

The Downtown Commercial Zoning District does allow residential uses. Given the fact that this property has been vacant since 2016 and the proposed use is multiple-family, a conditional use is required.

Utilities: The subject property is served by City of Mascoutah utilities. Separate electric and water meters are required for each dwelling unit.

Traffic and Parking: Traffic would not be affected. The amount of parking spaces required per City Code for multiple-family dwellings is two spaces per dwelling unit. Two parking spaces per dwelling unit are depicted on the site plan, for a total of six parking spaces. All parking areas will be hard surface, concrete or asphalt.

Applicant desires to use a pre-engineered steel structure that will allow for three covered and three uncovered off-street parking spaces. Two covered and two uncovered will enter from South Market Street and one covered and one uncovered will enter from East State Street. The carport will sit in the area that is currently grass between the primary structure and the existing parking lot along the alley. There will be three fully enclosed 8x8 lockable storage units for each of the residential units included in the middle of the carport dividing the four Market Street spots from the two State Street spots.

In order to allow for the covered parking, variance is needed for the rear and side yards. Rear yard setback will decrease from 10 feet to 5 feet. Side yard setback will decrease from 5 feet to

1 foot. In addition, building material variance is needed to allow for the pre-engineered steel carport. These variances can be granted by the Planning Commission as part of the Conditional Use Permit approval and are identified within the Conditions of Approval.

Architectural/Design Review: Exterior of the house will remain intact but will have all new concrete porch, new handrails, and new vinyl siding.

Public Notice: The CUP process requires a public hearing before the Planning Commission. The legal notice was published and notices were sent to property owners within 250' of the subject property. As of the date of this report, staff has received no comments or objections.

Planning Commission: The Planning Commission held a public hearing and recommended approval of this Conditional Use Permit at their October 20, 2021 meeting.

Conditional Use Permit Review: There are several criteria for reviewing CUP applications (listed below). Section 34-13-10 of the Unified Land Development Code lists the criteria for generally evaluating Conditional Use Permit applications as follows:

- (a) **Criteria:** Whether the proposed conditional use is consistent with the City's Comprehensive Plan and will not impede normal, orderly development of the neighborhood.
- (b) **Criteria:** The compatibility with surrounding uses and compatibility with the surrounding neighborhood, including any substantial impact on property values.
- (c) **Criteria:** The comparative size, floor area, mass, and general appearance of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.
- (d) **Criteria:** The amount of traffic movements generated by the proposed use and the relationship to the amount of traffic on abutting streets and on minor streets in the surrounding neighborhood in terms of the street's capacity to absorb the additional traffic and any significant increase in hourly or daily traffic levels.
- (e) **Criteria:** The added noise level created by activities associated with the proposed use and the impact of the ambient noise level of the surrounding area and neighborhood.
- (f) **Criteria:** The impact of night lighting in terms of intensity, duration, and frequency of use as it impacts adjacent properties and in terms of presence in the neighborhood.
- (g) **Criteria:** The impact of the landscaping of the proposed use in terms of landscaped area, buffers, and screens.
- (h) **Criteria:** The potential for the proposed use to remain in existence for a reasonable period of time and not become vacant or unused. Consideration should also be given to unusual single purpose structures or components of a more temporary nature.
- (i) **Criteria:** Whether there are any facilities near the proposed use (such as schools or hospitals) that require special protection.

Staff's response: The proposed conditional use meets the criteria and is compatible with surrounding uses and consistent with good general planning.

RECOMMENDATION:

Staff recommends approval of the site plan and architectural elevations subject to the Findings and Conditions of Approval.

SUGGESTED MOTION:

I move that the Council approve the Conditional Use Permit for a multiple-family residence in a Downtown Commercial Zoning District located at 14 South Market Street, subject to the Conditions and Findings attached.

Approved By: 
Brad Myers
City Manager

Prepared By: 
Kari Speir
Assistant City Manager

- Attachments:
- A – Findings for Approval
 - B – Conditions of Approval
 - C – Conditional Use Application w/ project narrative and site plan
 - D – Planning Commission Meeting Minutes, 10-20-21
 - E – Aerial/Parcel Map of Site
 - F – Location/Zoning Map

FINDINGS FOR APPROVAL – City Council Version

Conditional Use Permit:
Multiple-Family Residence
14 South Market Street

DATE: November 1, 2021

FINDINGS: The Mascoutah City Council, pursuant to the applicant's proposed Conditional Use Permit for the property described, and after considering the effect of the requested use on the health, safety, morals and general welfare of the residents in the City, specifically finds:

1. The proposed conditional use permit is appropriate, in terms of land patterns in the entire City and its comprehensive plan.
2. The proposed conditional use permit is compatible with surrounding uses and the zoning of nearby property.
3. The land is suitable for the use proposed in the Downtown Commercial Zoning District.
4. The proposed conditional use permit is consistent with good general planning.

Attachment A

CONDITIONS FOR APPROVAL – City Council Version

Conditional Use Permit:
Multiple-Family Residence
14 South Market Street

DATE: November 1, 2021

1. The conditional use permit may be transferred or conveyed to another entity to continue operating as a multiple-family residence following remodeling.
2. Material variance shall be granted to allow for pre-engineered steel structure for covered parking. Carport structure shall be no closer to the road than the principle structure.
3. Rear yard setback variance from 10 feet to 5 feet shall be granted to allow for covered parking.
4. Side yard setback variance from 5 feet to 1 foot shall be granted to allow for covered parking.
5. Each dwelling unit is required to have separate electric and water meters for each unit.

Attachment B

Permit Number _____

Issued On _____, 20____

Approved by: _____

City of Mascoutah CONDITIONAL USE APPLICATION

Application is hereby made this 13 day of September, 2021, for Conditional Use approval for:

14 South Market Mascoutah
Name of Proposed Development

Located at:

14 South Market Mascoutah

in accordance with the drawings and specifications presented herewith.

Renee Meinhardt - Brickyard Estates of New Baden, Inc.
Signature of Applicant

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

* Note: If applicant is an Agent, the following statement must be signed by the property owner or Lessee.

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

Renee Meinhardt Brickyard Estates of New Baden, Inc.
Property Owner

Property Information

Property Owner: Brickyard Estates of New Baden, Inc.
Address: 14 South Market
Lessee: - NA -
Address: - NA -
Contractor: OWHNS
Contractor Contact: 618-779-2991 / 618-779-7457 meinhardt@owhns.net

Application Checklist (Attachments)

- Proof of Ownership
- Site Plan & Project Narrative
- Application Fee \$200.00

- Legal Description
- Architectural Elevations (if applicable)
- Buffered Parcels Report

Attachment C

PROJECT NARRATIVE

We, Scott and Renee Meinhardt on behalf of Brickyard Estates of New Baden, Inc. hereby request a conditional use of 14 South Market. 14 South Market is in a "DC" Downtown Commercial District. Mascoutah's Chapter 34 Unified Land Development Code, 34-5-91 (f) (1) and (2) allows consideration for conditional use options and residential options in a commercial district.

Our company was formed in 2003 and since that time we have purchased, remodeled, and hold multiple properties in Mascoutah, New Baden, Okawville and Trenton. Having found Mascoutah a unique niche market, over the last year we acquired several distressed properties in town. We invested in their remodel, and currently manage them with an average rent of \$1850 per month adding them back into the quality housing stock of Mascoutah. These last two home purchases bring our total in Mascoutah to 5 units.

The structure at 14 South Market was initially a single-family home but has gone through many changes and uses both permitted and possibly unpermitted over the near century since it was built. Most recently, it has been vacant and in a serious state of overall decline for many years. Additionally, over the decades and before current zoning regulations prohibited such actions, previous owners parceled off sections of the property and sold them to adjoining property owners for use as nearby business parking. The surrounding two block area of this zoning district is made up of typical downtown businesses running the gambit of both permitted, additional, and conditional uses. The property is currently adjoined by an office building and parking lot owned by Illini State Telephone Company, several multi use commercial/residential buildings and their respective parking lots and structures, a drinking establishment, and the remaining single-family homes many of which are also in decline. Due to the current zoning of the district and adjoining property uses the structure is no longer suitable for use as its initial use as a single-family home and due to its multi-year vacant status even that use likely would become conditional.

We hereby request a conditional use of the property to be used as a three-family dwelling. Each level of the structure would house one family, consisting of 2 bedrooms and 1 bath, in-unit laundry, kitchen and living room averaging between 750 and 911 square foot per unit. The exterior of the property would retain its current single-family design features including a wrap around porch, landscaping, large open air double hung windows and corner lot main entry. The interior room configuration would remain

mostly unchanged after undergoing top to bottom remodeling. All new electrical, plumbing and HVAC systems would be installed allowing each unit separate metering and services. Each unit would have both a primary exit to the front and a secondary exit to the rear as well as emergency exits as required by existing building codes. 6 paved off street onsite parking spots would be developed, 2 for each unit and pending a setback variance 3 of the 6 would become covered. Additionally, each unit would be provided exterior enclosed storage. Expected costs for improvements should the conditional use be granted, would exceed \$175,000. Current taxable and community value of the property is limited and declining, post rehab value would easily exceed \$225,000 and add a buffering effect to the remaining single-family homes on the fringe of the "DC" zoning district and "RS-8" district directly to its south.

Considering the aforementioned facts, and the site plan provided we request conditional use of 14 South Market as a 3-family dwelling.

Respectively,

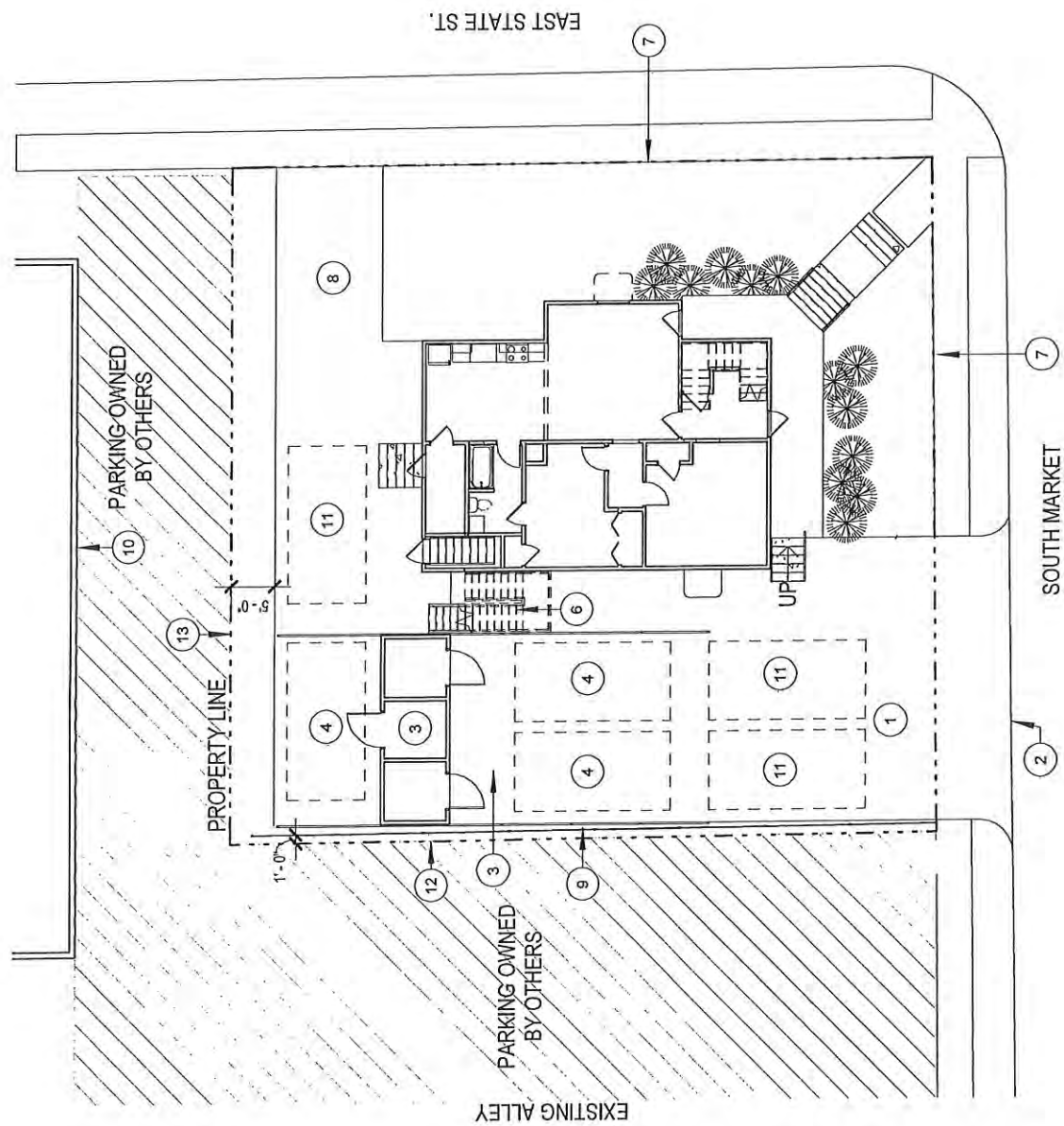
Scott and Renee Meinhardt
Owners, Brickyard Estates of New Baden, Inc.

GENERAL NOTES

#	NOTE
1	NEW DRIVE
2	NEW CURB CUT TO STREET EDGE
3	22' X 38' CAR PORT WITH STORAGE
4	COVERED OFF STREET TENANT PARKING
6	EXTERIOR STAIRS TO TENANT 3 SECONDARY ENTRANCE
7	CURRENT SET BACK TO REMAIN
8	EXISTING DRIVE
9	EXISTING CHAIN LINK FENCE
10	EXISTING ADJACENT BUILDING AND DRIVE
11	UNCOVERED OFF STREET TENANT PARKING
12	SET BACK 1' OFF PROPERTY LINE
13	SET BACK 5' OFF PROPERTY LINE

PARCEL #: 10-32-0-145-026
 LOT SIZE: 5,344 SQ. FT
 70' 0" X 75' 0"

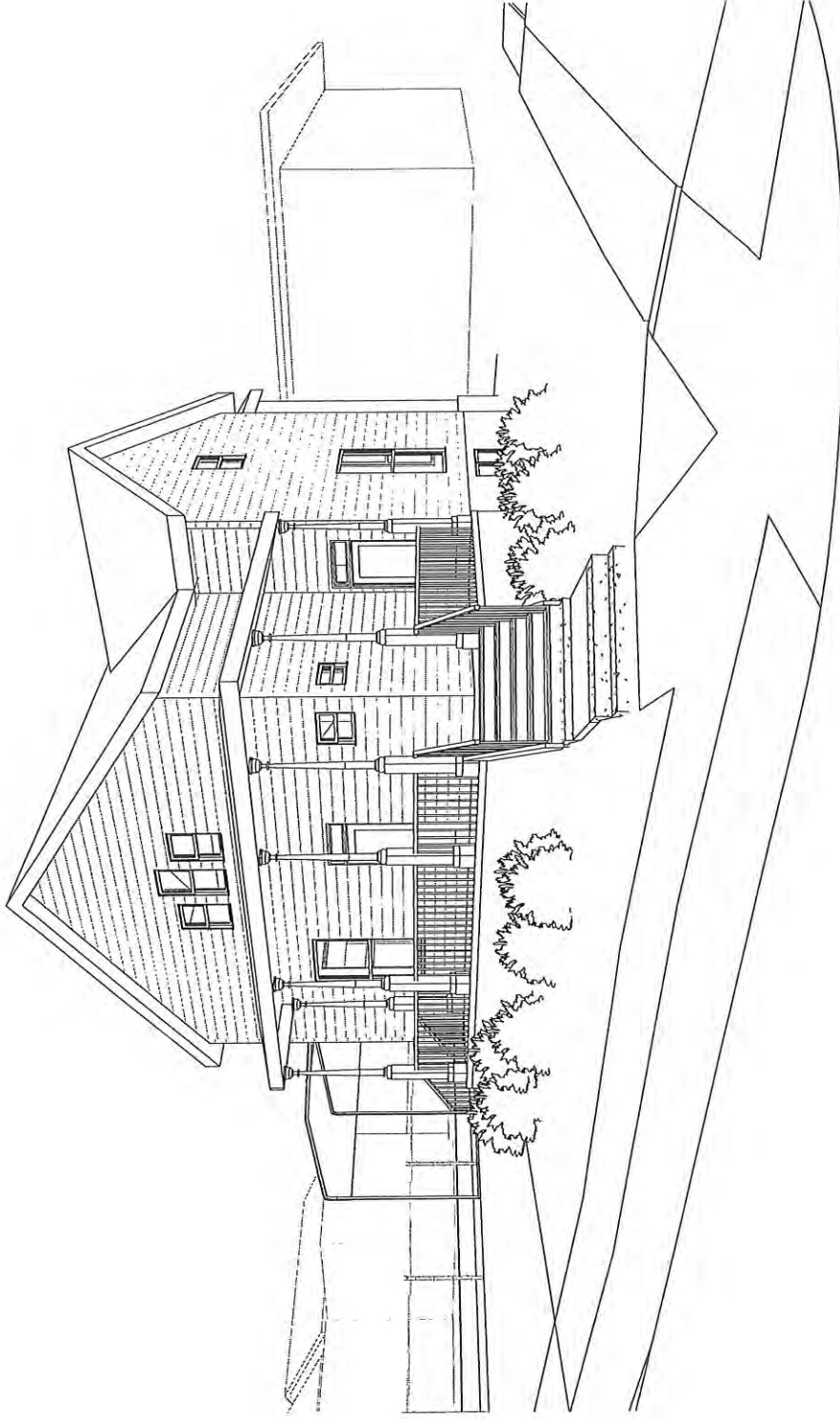
LOWER LEVEL - 970 SQ. FT.
 FIRST FLOOR - 1044 SQ. FT.
 SECOND FLOOR - 990 SQ. FT.



SITE PLAN

14 SOUTH MARKET
 MASCOUTAH, IL 62258

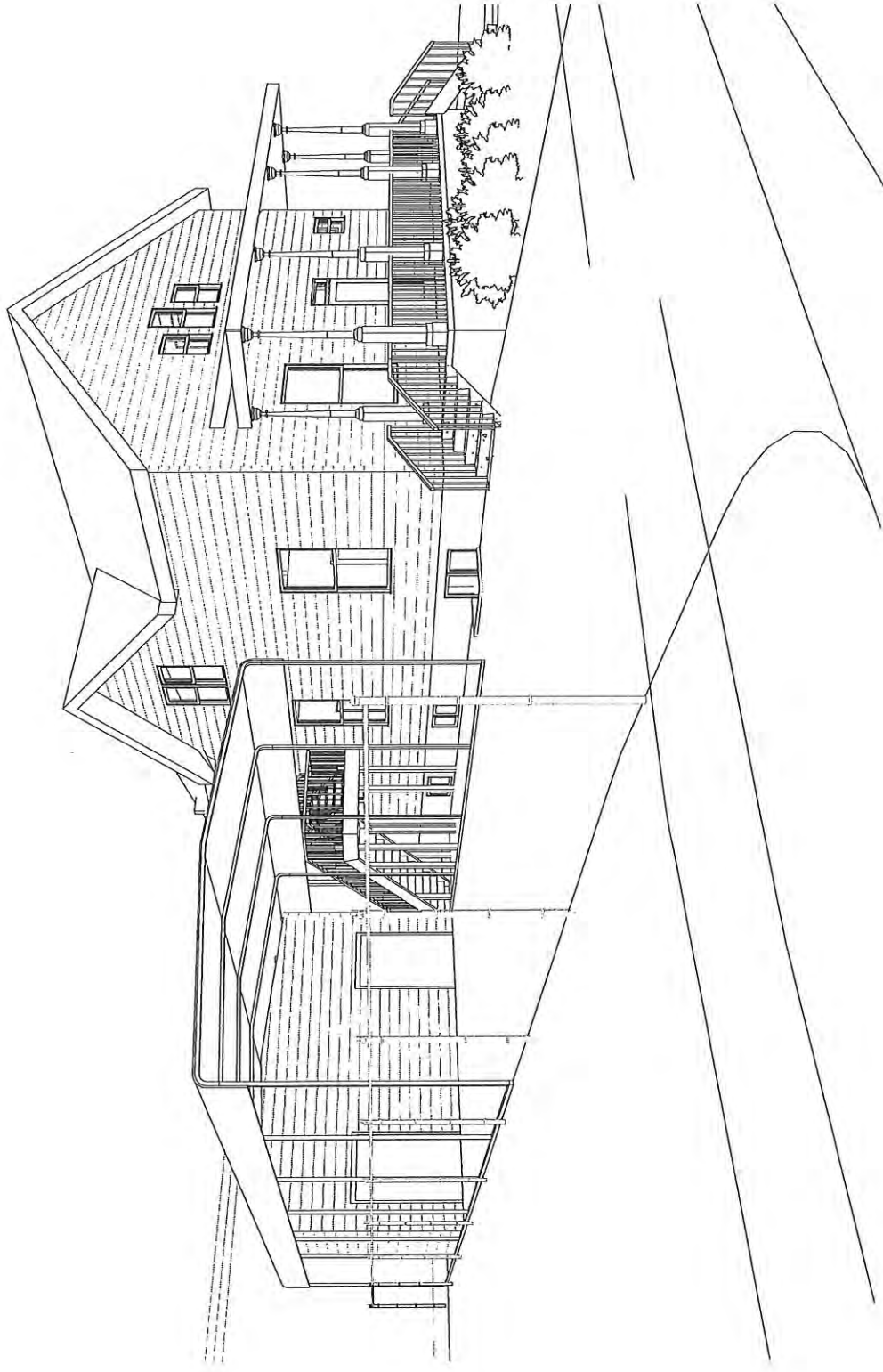
09/10/2021



09/10/2021

FRONT PAGE

14 SOUTH MARKET
MASCOUTAH, IL 62258



08/16/2021

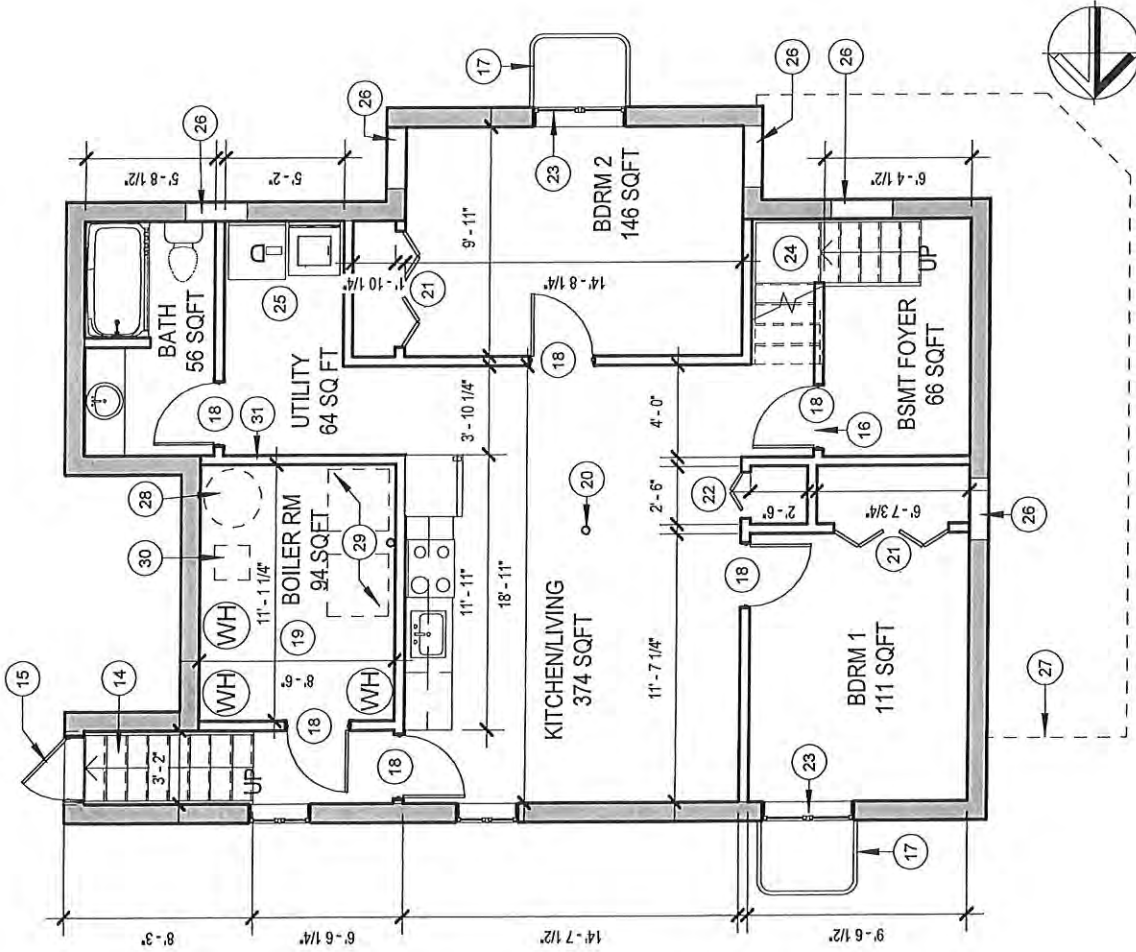
EXTERIOR VIEW

14 SOUTH MARKET
MASCOUTAH, IL 62258



GENERAL NOTES

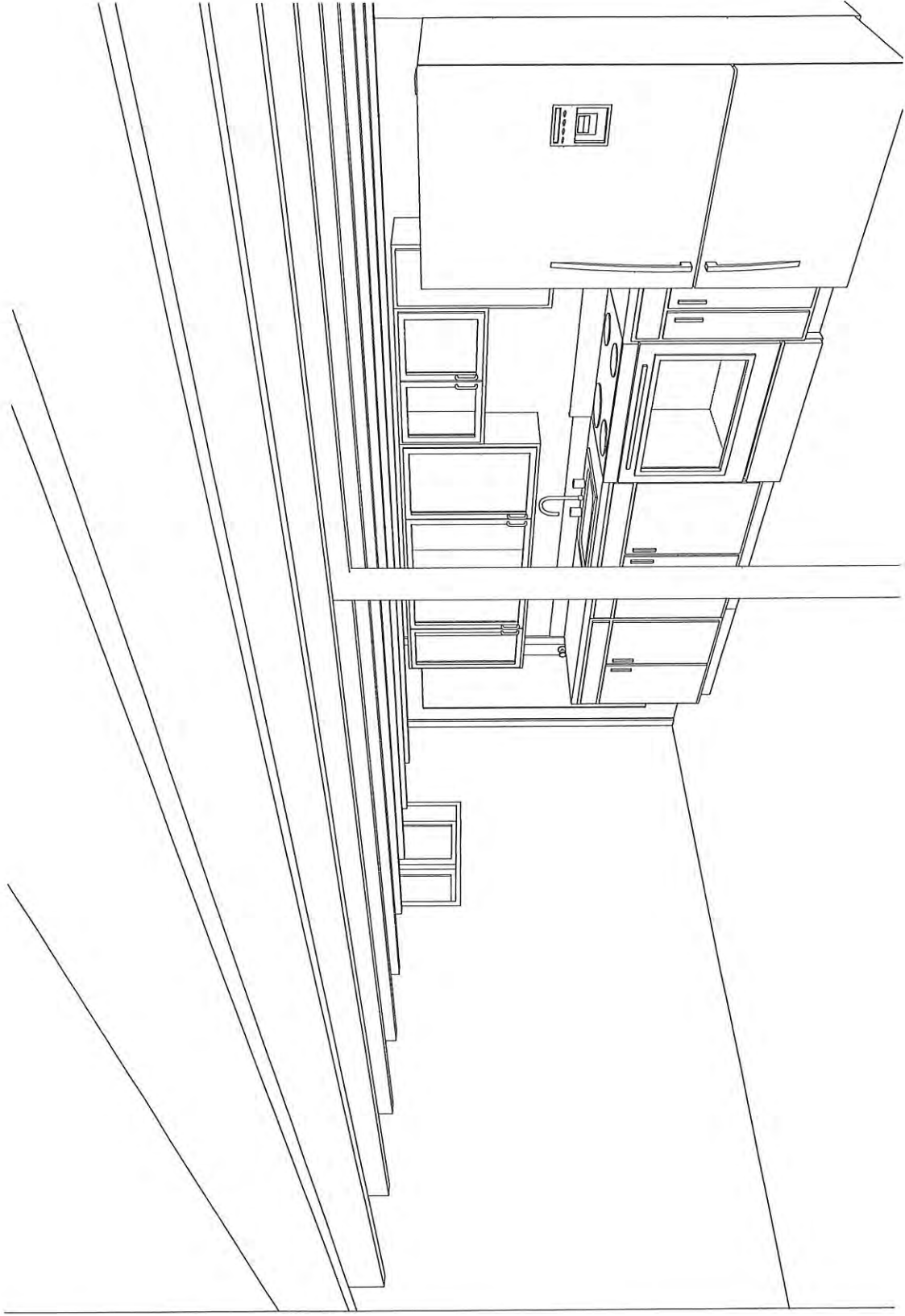
#	NOTE
14	NEW STAIRS TO LOWER LEVEL FROM EXTERIOR, (9) RISERS @ 8" & (9) TREADS @ 10"
15	TENANT 1 SECONDARY ENTRANCE
16	TENANT 1 MAIN ENTRANCE FROM FIRST FLOOR ENTRANCE
17	NEW LOWER LEVEL WINDOW WELL
18	NEW 36" DOOR
19	BOILER ROOM: (3) WATER HEATERS, (2) 32" X 32" FURNACE, PUMP AND SUMP PUMP
20	EXISTING COLUMN
21	NEW 60" X 80" BI FOLD DOOR
22	NEW 24" X 80" BI FOLD DOOR
23	NEW 48" X 48" LOWER LEVEL CASEMENT WINDOW
24	EXISTING STAIRS TO REMAIN
25	WASHER/DRYER
26	INFILL EXISTING LOWER LEVEL WINDOW
27	LINE OF PORCH ABOVE
28	NEW SUMP PUMP
29	NEW FURNACE FOR TENANT 1 & 2
30	PUMP
31	TENANT 1 ELECTRICAL PANEL



LOWER LEVEL PLAN TENANT 1

14 SOUTH MARKET
 MASCOUTAH, IL 62258

09/10/2021



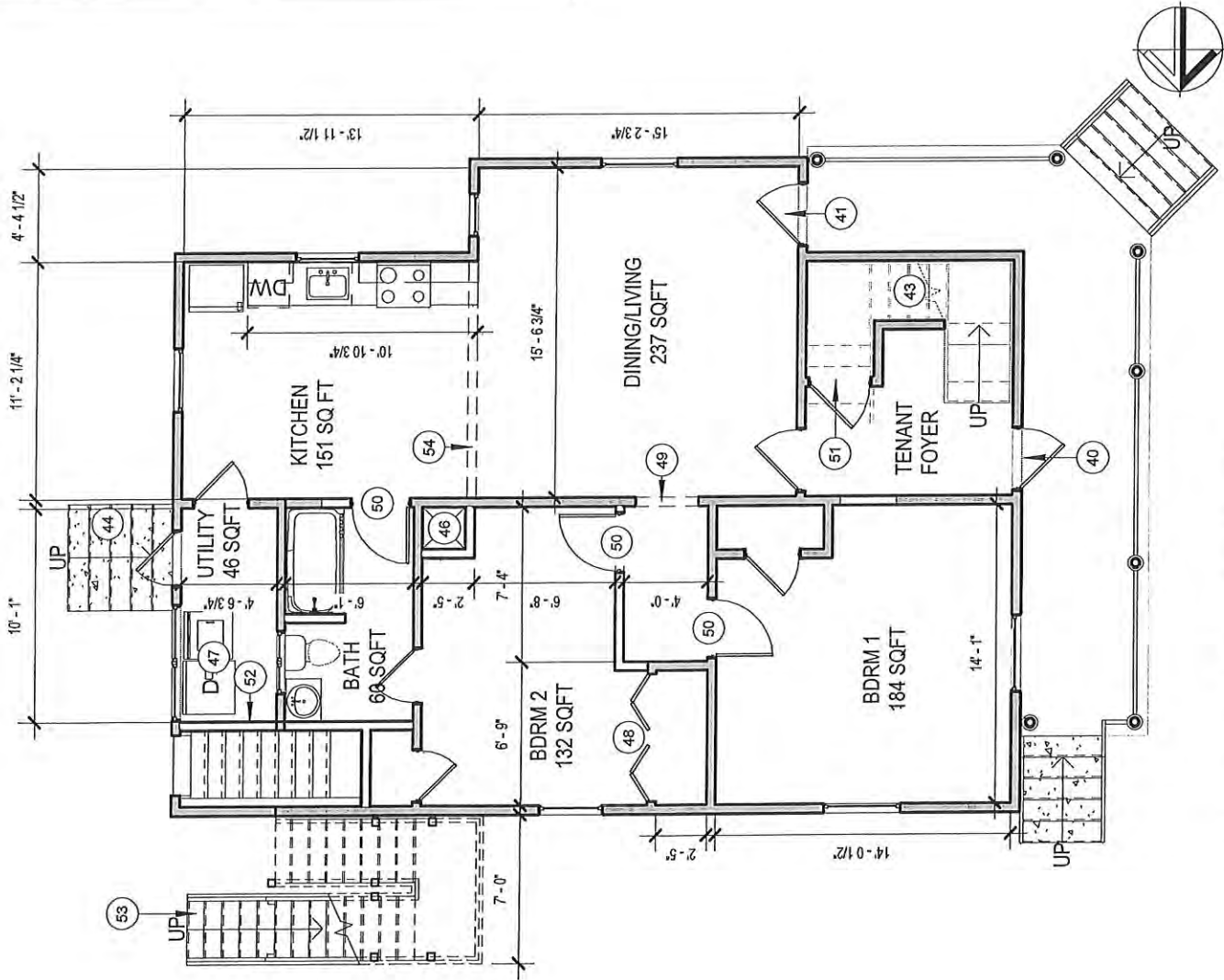
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LOWER LEVEL VIEW

14 SOUTH MARKET
MASCOUTAH, IL 62258

KEYNOTES

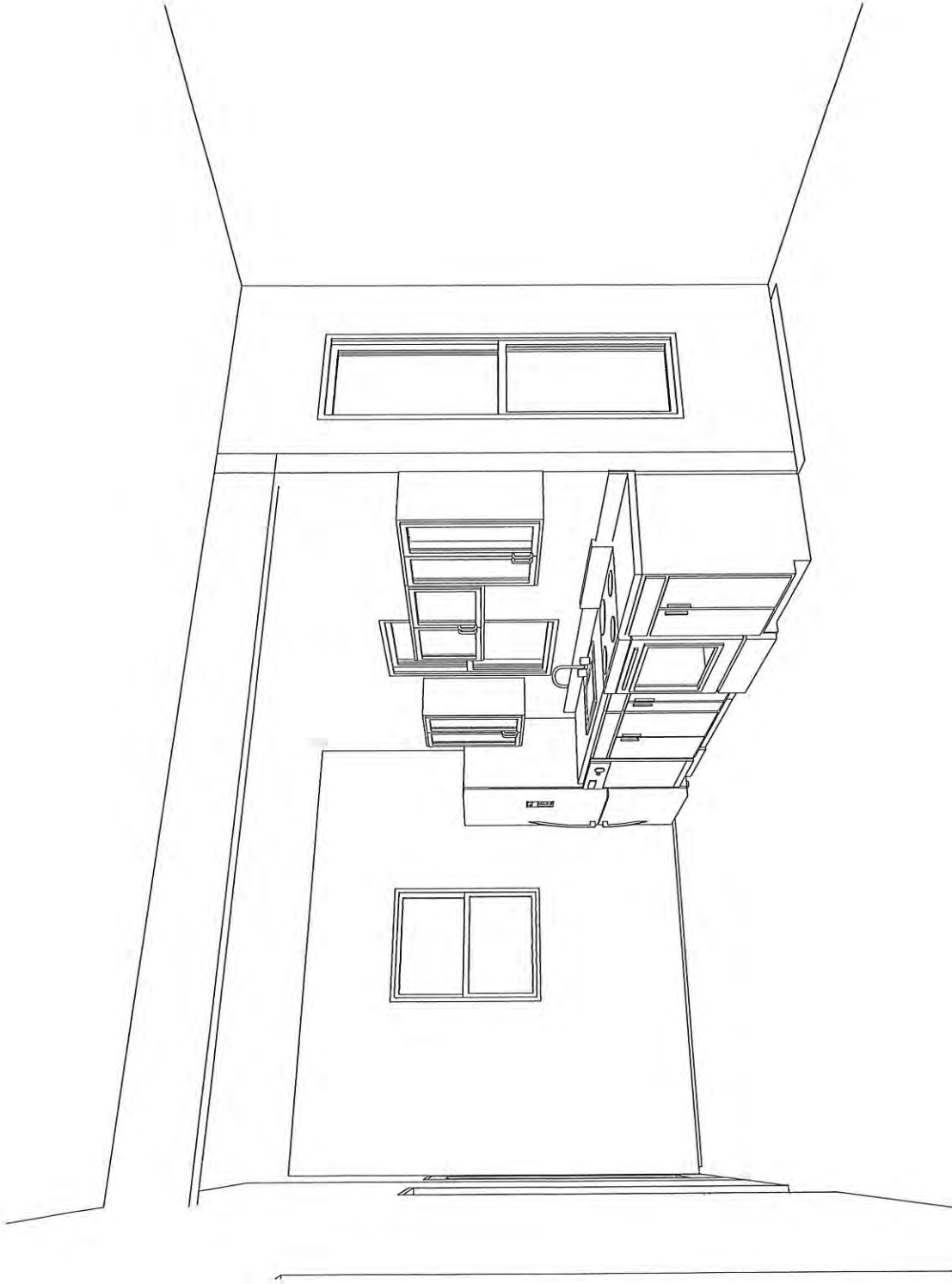
#	NOTE
40	BUILDING COMMON ENTRY
41	MAIN ENTRANCE
43	EXISTING STAIR TO REMAIN
44	EXTERIOR PRECAST STAIRS TO SECONDARY ENTRANCE
46	MECHANICAL CHASE
47	WASHER/DRYER
48	NEW 72" X 80" BI FOLD DOOR
49	DOOR OPENING
50	NEW 32" X 80" DOOR
51	TENANT 1 MAIN ENTRANCE TO LOWER LEVEL
52	TENANT 2 ELECTRICAL PANEL
53	NEW EXTERIOR STAIR TO UPPER LEVEL ENTRANCE - 21 RISERS @ 8" & 21 TREADS @ 10" WITH 3' LANDING
54	LAMINATED BEAM ABOVE



FIRST FLOOR TENANT 2

14 SOUTH MARKET
 MASCOUTAH, IL 62258

09/10/2021



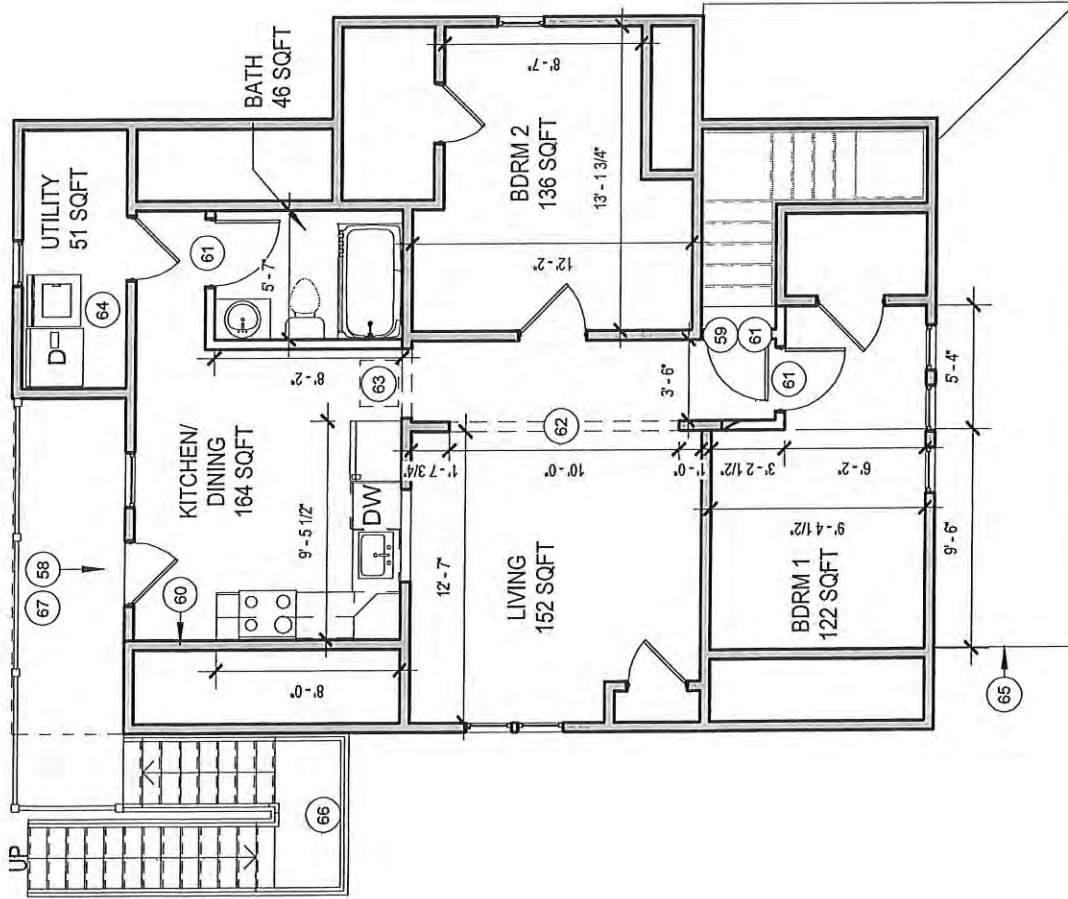
FIRST FLOOR VIEW

14 SOUTH MARKET
MASCOUTAH, IL 62258

09/10/21

KEYNOTES

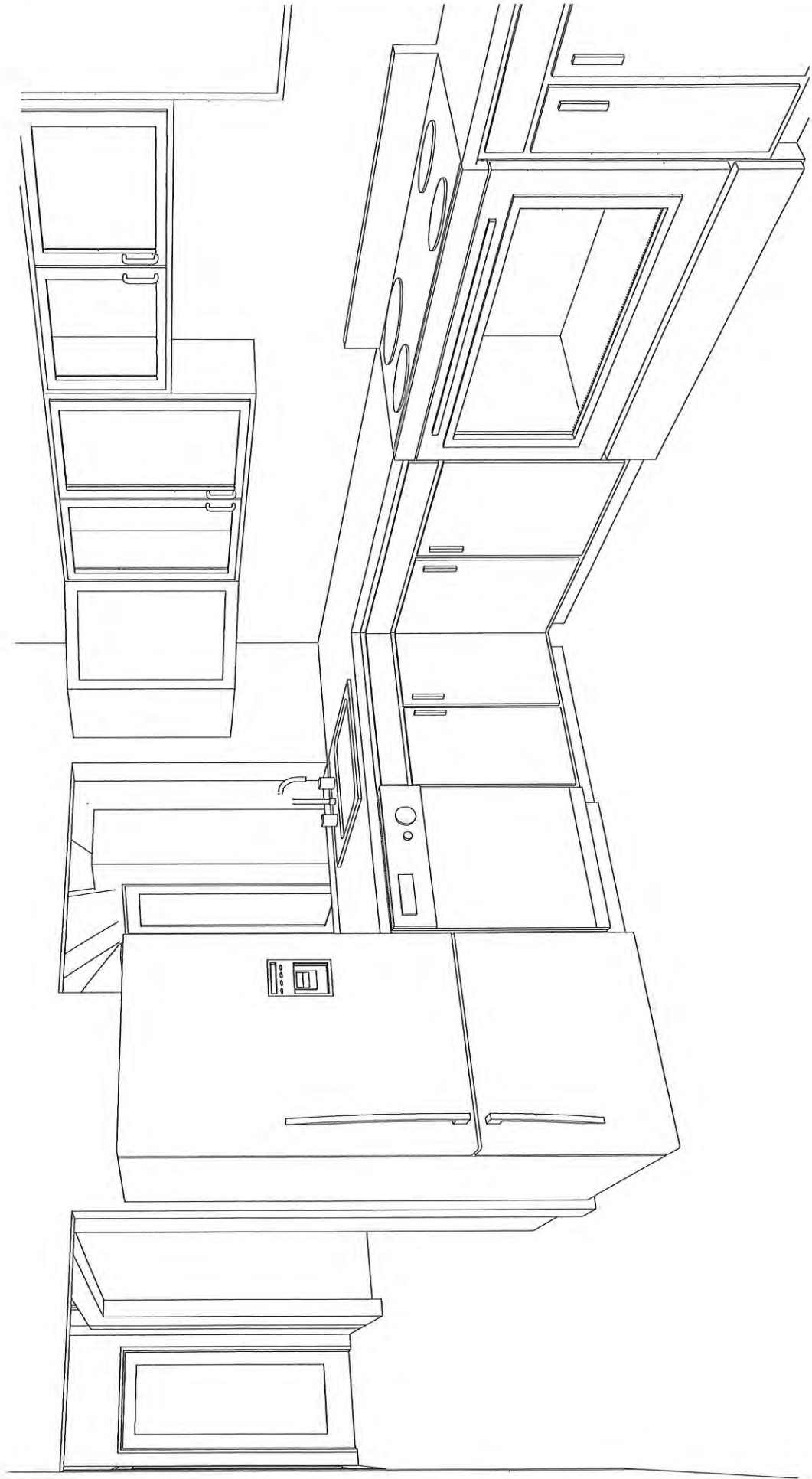
#	NOTE
58	TENANT 3 SECONDARY ENTRANCE
59	TENANT 3 MAIN ENTRANCE
60	TENANT 3 ELECTRICAL PANEL
61	NEW 32" X 80" DOOR
62	NEW 10' X 9' OPENING
63	CEILING MOUNTED TENANT 3 FURNACE & A/C
64	WASHER/DRYER
65	LINE OF PORCH ROOF BELOW
66	EXTERIOR STAIRS TO GRADE
67	EXTERIOR PORCH OVER ROOF



SECOND FLOOR TENANT 3

14 SOUTH MARKET
 MASCOUTAH, IL 62258

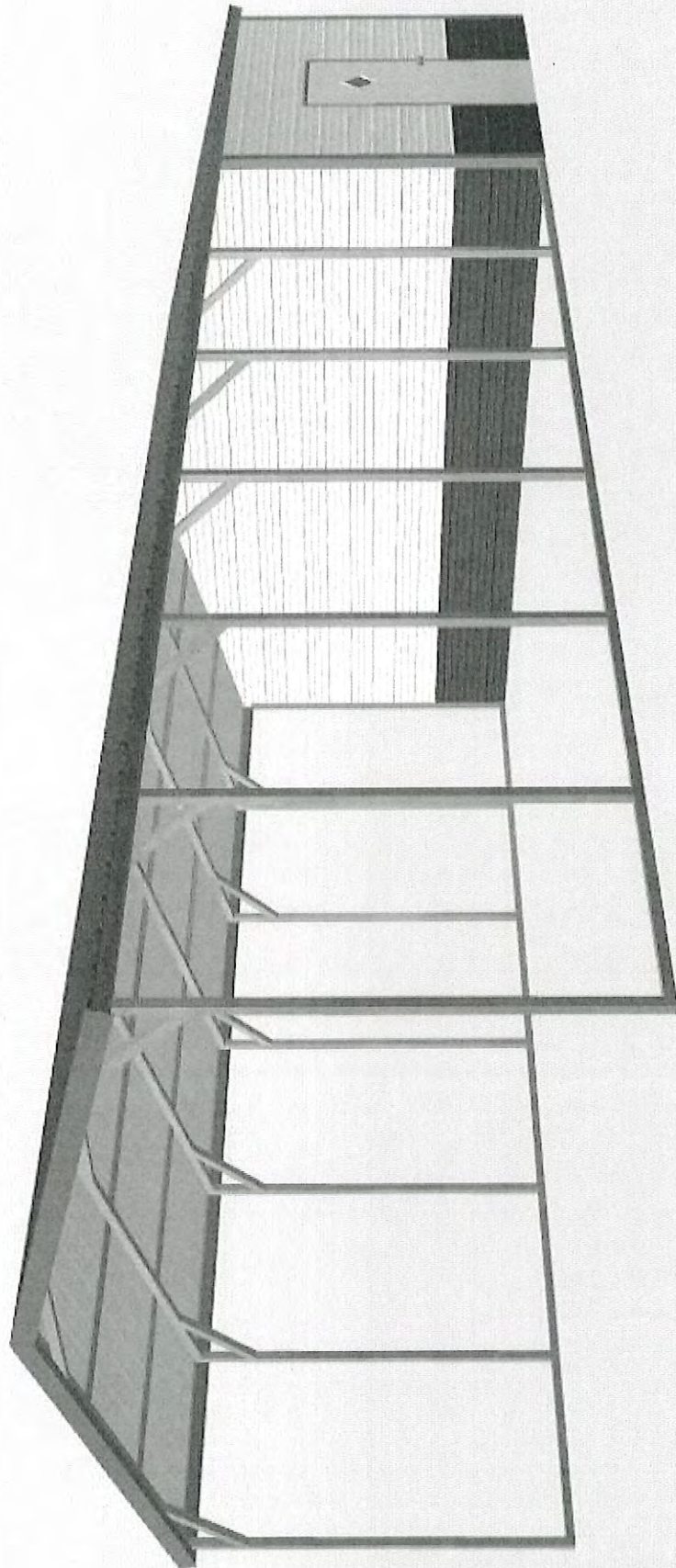
09/10/2021



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SECOND FLOOR VIEW

14 SOUTH MARKET
MASCOUTAH, IL 62258



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

October 20, 2021

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

PUBLIC HEARING – 7:01 PM

PC 21-05, Conditional Use Permit, 14 South Market Street

Assistant City Manager presented report stating the applicants, Scott and Renee Meinhardt on behalf of Brickyard Estates of New Baden Inc., are seeking approval for a Conditional Use Permit (CUP) application to have a three-family residence at 14 South Market Street.

Assistant City Manager stated that the applicants desire to use a pre-engineered steel structure that will allow for three covered and three uncovered off-street parking spaces. The carport will sit in the area that is currently grass between the primary structure and the existing parking lot along the alley. There will be three fully enclosed 8x8 lockable storage units for each of the residential units included in the middle of the carport dividing the four Market Street spots from the two State Street spots.

Assistant City Manager explained that in order to allow for the covered parking, a variance is needed for the rear and side yards. Rear yard setback will decrease from 10 feet to 5 feet. Side yard setback will decrease from 5 feet to 1 foot. In addition, building material variance is needed to allow for the pre-engineered steel carport. These variances can be granted by the Planning Commission as part of the Conditional Use Permit approval and are identified within the Conditions of Approval.

Assistant City Manager also reported that the exterior of the house will remain intact but will have all new concrete porch, new handrails, and new vinyl siding.

Parking Requirements, Utilities and Architectural/Design along with Findings and Conditions of Approval was reviewed and approved by city staff explained Assistant City Manager.

FINDINGS: The Mascoutah Planning Commission, pursuant to the applicant's proposed Conditional Use Permit for the property described, and after considering the effect of the requested use on the health, safety, morals and general welfare of the residents in the City, specifically finds:

1. The proposed conditional use permit is appropriate, in terms of land patterns in the entire City and its comprehensive plan.
2. The proposed conditional use permit is compatible with surrounding uses and the zoning of nearby property.

Attachment D

3. The land is suitable for the use proposed in the Downtown Commercial Zoning District.
4. The proposed conditional use permit is consistent with good general planning.

CONDITIONS FOR APPROVAL

1. The conditional use permit may be transferred or conveyed to another entity to continue operating as a multiple-family residence following remodeling.
2. Material variance shall be granted to allow for pre-engineered steel structure for covered parking. Carport structure shall be no closer to the road than the principle structure.
3. Rear yard setback variance from 10 feet to 5 feet shall be granted to allow for covered parking.
4. Side yard setback variance from 5 feet to 1 foot shall be granted to allow for covered parking.
5. Each dwelling unit is required to have separate electric and water meters for each unit.

Commission members presented concerns: preference for a wood structure rather than metal structure. Members agreed that the allowance for metal structure would be more acceptable because it is in a commercial area and because the property has been an eye sore for years. Scott Meinhardt stated that a wooden structure would be costlier. He stated that the paint scheme would match the house. He also stated that the covered parking and lockable storage units would attract a better clientele. Assistant City Manager stated that the city's position would be to grant the metal carport.

There was no further discussion.

PUBLIC HEARING ADJOURNED at 7:17 PM

PUBLIC HEARING – 7:17 PM

PC 21-06 – Falcon Place Townhomes – Site Plan and Architectural Review

Assistant City Manager presented report stating the applicant, Barry Hayden, is seeking approval of site plan and architectural elevations for proposed 18 building (144 units) townhome complex named Falcon Place on property located on the northern 9.072 acres generally located north of Hayden Drive and west of Beller Drive in RM, Multi-Family Residential Zoning District.

Assistant City Manager explained how this project will include construction of 18 buildings, each 3,816 square feet in size, containing 8 units each. In addition, there will be a clubhouse building totaling 600 square feet. The site plan includes 363 parking spaces (including 18 ADA parking spaces) with entrance to be located on Beller Drive. The site plan also depicts the 14 parking spaces (including 1 ADA parking space) for the clubhouse building.

Assistant City Manager noted that the 9.072 acres were rezoned from General Commercial to Multi-Family Residential by approval of City Council on October 21, 2019.

In accordance with Section 34-13-11 of the City Code, a major site plan shall be required for any development that is adding more than 5,000 sq. ft. of new impermeable surface to a site. The site plan requires review of the Planning Commission and approval by the City Council.

FINDINGS: The Mascoutah Planning Commission, pursuant to the applicant's-initiated request for site plan approval for the land described, and after considering the effect of the requested use on the health, safety, morals and general welfare of the residents in the City, specifically finds:

1. The site plan addresses the provision of municipal sanitary sewer and water to limit its effect on the health, safety, morals and general welfare of the community.
2. The proposed use of the site is appropriate, in terms of land patterns in the entire City.
3. The project is compatible with surrounding uses and the surrounding neighborhood.
4. The application is consistent with good general planning and site planning.
5. The project can be constructed and operated in a manner that is not detrimental to the permitted uses in the Multiple-Family Residential Zoning District.

CONDITIONS OF APPROVAL

1. Parking lot / street lighting plan shall be submitted and approved by staff. All parking lot and street lighting shall be metered by a house meter.
2. Separate electric meters for each unit will be required.
3. Separate water meters for each unit will be required; water meters must be located on the outside of each building and located in the front yards. No more than two water meters per pit; pit must be 20" minimum if it includes two meters.
4. Sanitary sewer plan required to be submitted showing separate sewer lines for each unit and separate clean-out for each unit.
5. Engineering comments:
 - a. Sheet C500 through C503: Revise note regarding water mains crossing beneath sanitary and storm sewers to read "all water, sanitary sewer, and storm sewer shall be constructed of water main quality pipe".
 - b. Sheet C503: Add note in profile view for the sewer between MH#5 and MH#6 reading "Contractor to install water main quality pipe per IEPA standards".
6. Architectural plans need to be revised to show current codes followed by the City.

Commission members explained concerns: only one point of entry into/out of property and if drainage is adequate. Assistant City Manager reminded the members that many of the subdivisions only have one access point. Barry Hayden stated that he would submit a plan to city engineer, for an emergency connection access road. Barry Hayden assured the group the site already has 6 ft water retention channel, which is adequate for the proposed construction; Assistant City Manager confirmed storm drainage has been reviewed and approved. Commission members were in agreement to add condition of approval to include an emergency connection access road.

Becky Rehberger, farmer of the north property abutting proposed site, requested that no vegetation that is deep rooted be placed within 10 feet of property lines. Barry Hayden promised that he would only plant grass or barrier style bush, no long-rooted trees. Commission members

were in agreement to add condition of approval to state no deep rooted vegetation would be planted on the north side of the property within 10 feet of property line.

PUBLIC HEARING ADJOURNED at 7:51 PM

PUBLIC HEARING – 7:51 PM

PC 21-07 – Scooter’s Coffee – Site Plan and Architectural Review

Assistant City Manager presented report stating the applicant, Scooter’s Coffee, is seeking approval of site plan and architectural elevations for a proposed drive-thru coffee shop for Scooter’s Coffee on property located at 1300 West Main Street in a General Commercial Zoning District.

Assistant city manager explained that the project will include demolition of the current building located at 1300 West Main St. and the current building located at 15 South County Rd; and construction of a new building, 627 square feet in size with drive-thru and parking lot. The site plan depicts the new front elevation on the north side of the building fronting Main Street. The drive-thru entrance/exit will be off of Main Street and a second entrance/exit on South County Road. The site plan includes 7 parking spaces.

FINDINGS: The Mascoutah Planning Commission, pursuant to the applicant’s-initiated request for site plan approval for the land described, and after considering the effect of the requested use on the health, safety, morals and general welfare of the residents in the City, specifically finds:

1. The site plan addresses the provision of municipal sanitary sewer and water to limit its effect on the health, safety, morals and general welfare of the community.
2. The proposed use of the site is appropriate, in terms of land patterns in the entire City.
3. The project is compatible with surrounding uses and the surrounding neighborhood.
4. The application is consistent with good general planning and site planning.
5. The project can be constructed and operated in a manner that is not detrimental to the permitted uses in the GC, General Commercial Zoning District.

CONDITIONS OF APPROVAL

1. A landscape buffer will be required on the south side of the property abutting the multi-family residential development on South County Road.
2. Parking lot lighting plan shall be submitted and approved by staff.
3. A detail of the trash enclosure shall be submitted and approved by staff prior to installation.
4. A detailed drainage plan shall be submitted and approved by staff prior to start of construction.

Andrew Grunloh, building contact for the Scooter’s Coffee project, answered questions from the commission about the site plan. He also stated that the access point on West Main Street has

been approved by IDOT. Andrew Grunloh confirmed that the parking is intended for employees only as there is no pedestrian service for this location. The hours of operation will follow city ordinance and franchise standards.

PUBLIC HEARING ADJOURNED at 8:05 PM

CALL TO ORDER at 8:05 PM

Chairman Ken Zacharski called the meeting to order.

PRESENT

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

ABSENT – None.

ALSO PRESENT

Assistant City Manager Kari Speir, and Deputy City Clerk Tiffany Barrows, Applicants Scott and Renee Meinhardt, Applicant Barry Hayden, Andrew Grunloh for Scooter's Coffee, council member Jack and Sandy Weyant, and Becky Rehberger were present.

ESTABLISHMENT OF A QUORUM

A quorum of Planning Commission members was present.

GENERAL PUBLIC COMMENT – NONE

AMEND AGENDA – NONE

MINUTES FROM JUNE 16, 2021

Wobbe moved, seconded by Connor, to approve the minutes from the June 16, 2021 Planning Commission Meeting as amended.

THE MOTION BY ROLL CALL

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

7-ayes, 0-nays

PC 21-05, Conditional Use Permit, 14 South Market Street

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

MOTION:

Klopmeier moved, seconded by Wobbe, that the Planning Commission recommend approval to the City Council of the Conditional Use Permit for a multiple-family residence in a Downtown Commercial Zoning District located at 14 South Market Street, subject to the Conditions and Findings attached.

THE MOTION BY ROLL CALL

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

7-ayes, 0-nays

PC 21-06 – Falcon Place Townhomes – Site Plan and Architectural Review

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

MOTION:

Thompson moved, seconded by Shelley, that the Planning Commission recommend approval to the City Council of the Site Plan and Architectural Elevations for a proposed 18 building (144 units) townhome complex named Falcon Place on property located on the northern 9.072 acres generally located north of Hayden Drive and west of Beller Drive in RM, Multi-Family Residential Zoning District, subject to the attached Findings and Conditions of Approval, as amended.

THE MOTION BY ROLL CALL

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

7-ayes, 0-nays

PC 21-07 – Scooter’s Coffee – Site Plan and Architectural Review

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

MOTION:

Wobbe moved, seconded Jung, that the Planning Commission recommend approval to the City Council of the Site Plan and Architectural Elevations for a proposed drive-thru coffee shop for Scooter’s Coffee on property located at 1300 West Main Street in a General Commercial Zoning District, subject to the attached Findings and Conditions of Approval.

THE MOTION BY ROLL CALL

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

7-ayes, 0-nays

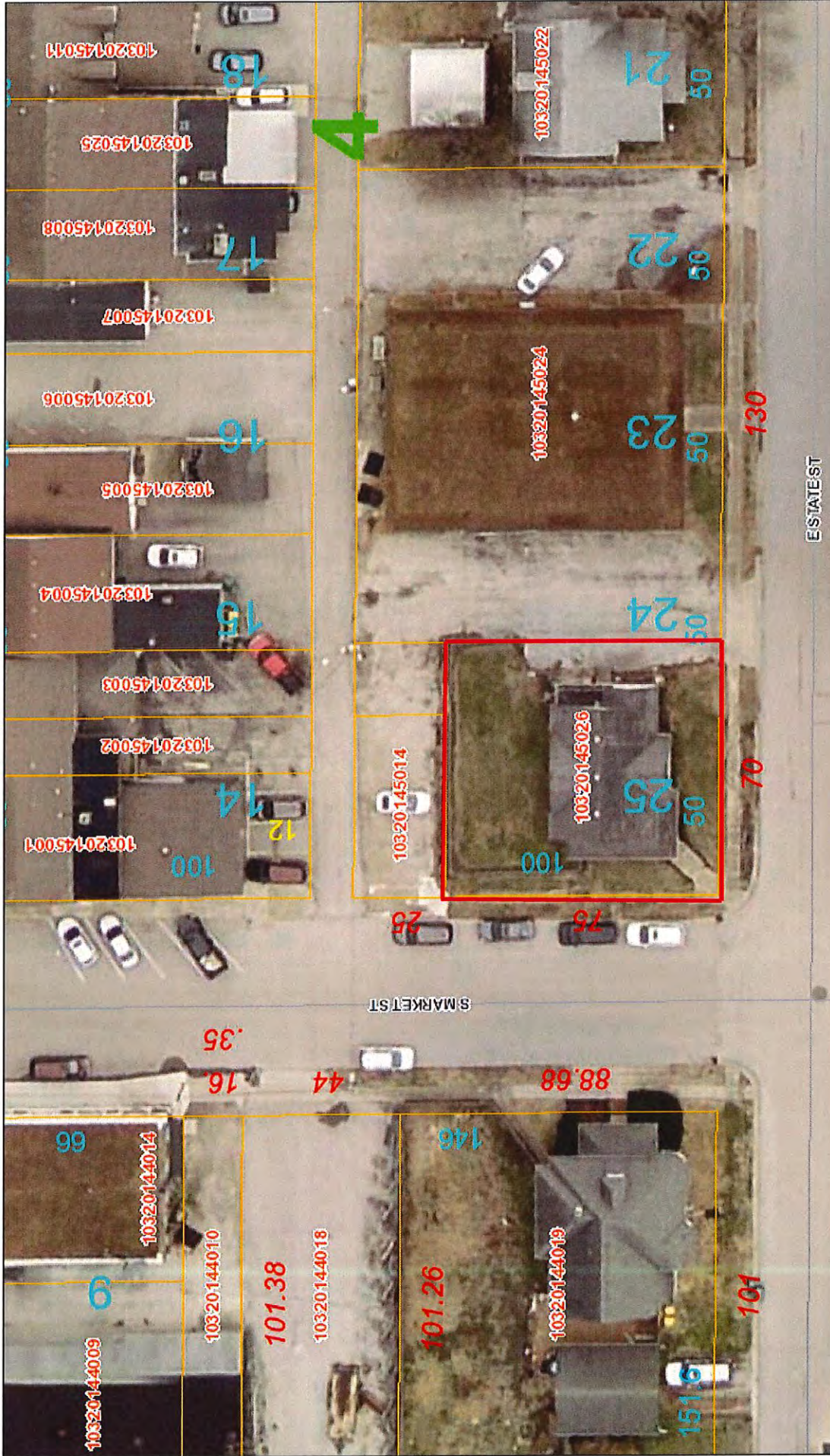
MISCELLANEOUS – NONE

ADJOURNMENT

Connor moved, seconded by Thompson, to adjourn at 8:12 p.m. All were in favor.

Tiffany Barrows, Executive Assistant

St Clair County Parcel Map



PC 21-05, 14 South Market Street, Conditional Use Permit

Attachment E

Location / Zoning Map
PC 21-05, 14 South Market Street



Attachment F

**CITY OF MASCOUTAH
Staff Report**

TO: Mayor & City Council

FROM: Brad Myers, City Manager

SUBJECT: **PC 21-06 – Falcon Place Townhomes – Site Plan and Architectural Review**

MEETING DATE: October 20, 2021

REQUESTED ACTION:

Council review and consideration of approval of Site Plan and Architectural Elevations for a proposed 18 building (144 units) townhome complex named Falcon Place on property located on the northern 9.072 acres generally located north of Hayden Drive and west of Beller Drive in RM, Multi-Family Residential Zoning District.

BACKGROUND & STAFF COMMENTS:

Barry Hayden proposes to construct an 18 building townhome complex that will consist of 144 units to be located north of Hayden Drive and west of Beller Drive. This project will include construction of 18 buildings, each 3,816 square feet in size, containing 8 units each. In addition, there will be a clubhouse building totaling 600 square feet.

The 9.072 acres were rezoned from General Commercial to Multi-Family Residential by approval of City Council on October 21, 2019.

The site plan includes 363 parking spaces (including 18 ADA parking spaces) with entrance to be located on Beller Drive. The site plan also depicts the 14 parking spaces (including 1 ADA parking space) for the clubhouse building.

In accordance with Section 34-13-11 of the City Code, a major site plan shall be required for any development that is adding more than 5,000 sq. ft. of new impermeable surface to a site. The site plan requires review of the Planning Commission and approval by the City Council.

DISCUSSION POINTS / ISSUES:

Land Use and Zoning Requirements: The property is designated as Multiple-Family Residential. Maximum building coverage allowance is 45%; proposed building coverage is 17.53%. As depicted in the site plan, the building will meet the front, side and rear yard requirements of the RM District. The property is surrounded by commercial property to the south and west and zoned GC, General Commercial; and Multi-Family Residential property to the east. Buffer will be required by any commercial development to the south.

Access/Circulation: As noted, access will be served with a driveway off of Beller Drive. The aisle widths per Section 34-9-14 of the City Code for the directional flow shown on the site plan are adequate.

Parking Requirements: In accordance with Section 34-9-32, General Parking Requirements, a building designed for multiple-family dwellings shall provide two parking spaces per dwelling unit. This calculation would require a total of 288 spaces. The site plan depicts a total of 363 parking spaces. Of those 363 parking spaces, 18 will be ADA accessible which equates to one per building which is acceptable.

Utilities:

Water: The new buildings will be served by a 8” water main tapped off of the City’s 12” water main located along the east side of property. Water meters will be required to be located on the outside of each building and located in the front yards of each building.

Sewer: The new buildings will be served by an 8” sanitary sewer main tapped off of the City’s 15” located along the east side of the property.

Storm Drainage: Submittal of a drainage plan is required and has been approved by staff.

Electric: Electric will be provided by the City.

Natural Gas: Natural gas provided by Ameren.

Architectural/Design Review:

Code Requirements: Article XI, Architectural Review of the Zoning Code, provides design standards. It applies to all new construction in the O, NC, DC, GC, LI, GI and AP Zoning Districts. The architectural elevations are included and meet the standards of the City Code. The exterior materials of the building include brick and vinyl siding on the front with vinyl siding on the remaining sides.

Planning Commission: The Planning Commission held a public hearing and recommended approval of this site plan and architectural elevations at their October 20, 2021 meeting with the addition of two conditions:

1. Emergency connection access road to be provided on western side of Falcon Place property to connect with northern side of Hawkins Point townhomes access road (Hayden Drive).
2. No deep rooted vegetation within 10 feet of property line in the rear yards of townhome units located on north side of property.

REVIEW AND APPROVAL CRITERIA: Section 34-13-12(b)(2)(c) of the City Code addresses site plan and architectural review by the Planning Commission. The Commission may recommend approval, disapproval, or approval with conditions. This section lists the following criteria for evaluating site plan applications:

- The site plan’s consistency with good planning practices.
- The site plan’s compatibility with adjacent developments and uses.
- The site plan’s effect on the health, safety, morals and general welfare of the community.
- The site plan’s likely effects on vehicular or pedestrian traffic, fire hazards, fire, police and utility services, municipal expenditures, surface water drainage facilities and environmental aspects.

RECOMMENDATION:

Staff recommends approval of the site plan and architectural elevations subject to the Findings and Conditions of Approval.

SUGGESTED MOTION:

I move that the City Council approve the Site Plan and Architectural Elevations for a proposed 18 building (144 units) townhome complex named Falcon Place on property located on the northern 9.072 acres generally located north of Hayden Drive and west of Beller Drive in RM, Multi-Family Residential Zoning District, subject to the attached Findings and Conditions of Approval.

Approved By: 
Brad Myers
City Manager

Prepared By: 
Kari Speir
Assistant City Manager

- Attachments: A – Findings of Approval
B – Conditions of Approval
C – Site Plan Application
D – Planning Commission Meeting Minutes, 10-20-21
(See PC 21-05 Staff Report Packet)
E – Location Map
F – Zoning Map
G – Site Plan
H – Architectural Elevations

FINDINGS FOR APPROVAL

SITE PLAN REVIEW:

PC 21-06 – Falcon Place Townhomes

DATE: November 1, 2021

FINDINGS: The Mascoutah City Council, pursuant to the applicant's initiated request for site plan approval for the land described, and after considering the effect of the requested use on the health, safety, morals and general welfare of the residents in the City, specifically finds:

1. The site plan addresses the provision of municipal sanitary sewer and water to limit its effect on the health, safety, morals and general welfare of the community.
2. The proposed use of the site is appropriate, in terms of land patterns in the entire City.
3. The project is compatible with surrounding uses and the surrounding neighborhood.
4. The application is consistent with good general planning and site planning.
5. The project can be constructed and operated in a manner that is not detrimental to the permitted uses in the Multiple-Family Residential Zoning District.

Attachment A

CONDITIONS OF APPROVAL

SITE PLAN REVIEW

DATE: November 1, 2021

PC 21-06 – Falcon Place Townhomes

3. Parking lot / street lighting plan shall be submitted and approved by staff. All parking lot and street lighting shall be metered by a house meter.
4. Separate electric meters for each unit will be required.
5. Separate water meters for each unit will be required; water meters must be located on the outside of each building and located in the front yards. No more than two water meters per pit; pit must be 20" minimum if it includes two meters.
6. Sanitary sewer plan required to be submitted showing separate sewer lines for each unit and separate clean-out for each unit.
7. Engineering comments:
 - a. Sheet C500 through C503: Revise note regarding water mains crossing beneath sanitary and storm sewers to read "all water, sanitary sewer, and storm sewer shall be constructed of water main quality pipe".
 - b. Sheet C503: Add note in profile view for the sewer between MH#5 and MH#6 reading "Contractor to install water main quality pipe per IEPA standards".
8. Architectural plans need to be revised to show current codes followed by the City.
9. Emergency connection access road to be provided on western side of Falcon Place property to connect with northern side of Hawkins Point townhomes access road (Hayden Drive).
10. No deep rooted vegetation within 10 feet of property line in the rear yards of townhome units located on north side of property.

Attachment B

CITY OF MASCOUTAH
SITE PLAN APPLICATION / Architectural Review
and Development Review

Application is hereby made this 21st day of September, 2021, for a site plan approval for:

Falcon Place
Name of Proposed Development

Located at:
Beller Drive Mascoutah, IL

in accordance with the drawings and specifications presented herewith.

Signature of Applicant

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

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

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

Property Owner

Property Information

Property Owner: Barry Hayden
Address: 138 Lincoln Place Court Belleville, IL 62221
Lessee: _____
Address: _____
Contractor: _____
Contractor Contact: _____

Application Checklist (Attachments)

- | | | | |
|--------------------------|-------------------------------|--------------------------|--|
| <input type="checkbox"/> | Proof of Ownership | <input type="checkbox"/> | Application Fee \$100.00 |
| <input type="checkbox"/> | Site Plan | <input type="checkbox"/> | Architectural Elevations (if applicable) |
| <input type="checkbox"/> | Parcel Map or Boundary Survey | <input type="checkbox"/> | 6 Full Size Set Copies and pdf |

Attachment C

St Clair County Parcel Map



Location Map - PC 21-06, Falcon Place

Attachment E

Location / Zoning Map
PC 21-06, Falcon Place Apartments



Attachment F

**CITY OF MASCOUTAH
Staff Report**

TO: Mayor & City Council

FROM: Brad Myers, City Manager

SUBJECT: PC 21-07 – Scooter’s Coffee – Site Plan and Architectural Review

MEETING DATE: November 1, 2021

REQUESTED ACTION:

Council review and consideration of approval of Site Plan and Architectural Elevations for a proposed drive-thru coffee shop for Scooter’s Coffee on property located at 1300 West Main Street in a General Commercial Zoning District.

BACKGROUND & STAFF COMMENTS:

Scooter’s Coffee proposes to construct a new building for a drive-thru coffee shop at 1300 West Main St. This project will include demolition of the current building located at 1300 West Main St. and the current building located at 15 South County Rd; and construction of a new building, 627 square feet in size with drive-thru and parking lot.

The site plan depicts the new front elevation on the north side of the building fronting Main Street. The drive-thru entrance/exit will be off of Main Street and a second entrance/exit on South County Road. The site plan includes 7 parking spaces.

In accordance with Section 34-13-11 of the City Code, a major site plan shall be required for any development that is adding new impermeable surface to a site. The site plan requires review of the Planning Commission and approval by the City Council.

DISCUSSION POINTS / ISSUES:

Land Use and Zoning Requirements: The property is designated as Commercial in the Comprehensive Plan and is zoned GC, General Commercial. The GC District allows for a drive-thru type restaurant. There is no maximum building coverage allowance in the GC District. As depicted in the site plan, the building will meet the front, side and rear yard requirements of the GC District. The property is surrounded by commercial property to the east and west and zoned GC, General Commercial; and Multi-Family Residential property to the south. Landscape buffer will be required on the south side of the property where it abuts the multi-family residences on South County Road.

Access/Circulation: As noted, access will be served with a driveway off of Main Street and South County Road. The aisle widths per Section 34-9-14 of the City Code for the directional flow shown on the site plan are adequate. The design of the drive-thru will allow for 20 vehicles to be able to stack up within the lane or site as requested by IDOT.

Parking Requirements: In accordance with Section 34-9-33, Parking Requirements for food service, requires one parking space per 100 square feet of floor area. This calculation would require a total of 7 spaces which is depicted on the site plan.

Utilities:

Water: The new building will be served by the current service line already in place.

Sewer: The new building will be served by the current service line already in place.

Storm Drainage: Submittal of a drainage plan is required and will be approved by staff.

Electric: Electric will be provided by the City.

Natural Gas: Natural gas provided by Ameren.

Architectural/Design Review:

Code Requirements: Article XI, Architectural Review of the Zoning Code, provides design standards. It applies to all new construction in the O, NC, DC, GC, LI, GI and AP Zoning Districts. The architectural elevations are included and meet the standards of the City Code. The exterior materials of the building include Hardie plank siding and panel system.

Planning Commission: The Planning Commission held a public hearing and recommended approval of this site plan and architectural elevations at their October 20, 2021 meeting.

REVIEW AND APPROVAL CRITERIA: Section 34-13-12(b)(2)(c) of the City Code addresses site plan and architectural review by the Planning Commission. The Commission may recommend approval, disapproval, or approval with conditions. This section lists the following criteria for evaluating site plan applications:

- The site plan's consistency with good planning practices.
- The site plan's compatibility with adjacent developments and uses.
- The site plan's effect on the health, safety, morals and general welfare of the community.
- The site plan's likely effects on vehicular or pedestrian traffic, fire hazards, fire, police and utility services, municipal expenditures, surface water drainage facilities and environmental aspects.

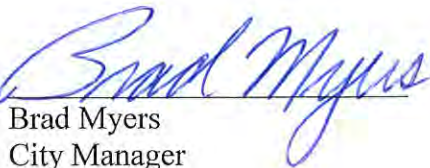
RECOMMENDATION:

Staff recommends approval of the site plan and architectural elevations subject to the Findings and Conditions of Approval.

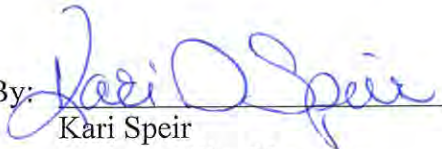
SUGGESTED MOTION:

I move that the City Council approve the Site Plan and Architectural Elevations for a proposed drive-thru coffee shop for Scooter's Coffee on property located at 1300 West Main Street in a General Commercial Zoning District, subject to the attached Findings and Conditions of Approval.

Approved By:


Brad Myers
City Manager

Prepared By:


Kari Speir
Assistant City Manager

- Attachments:
- A – Findings of Approval
 - B – Conditions of Approval
 - C – Site Plan Application
 - D – Planning Commission Meeting Minutes, 10-20-21
(See PC 21-05 Staff Report Packet)
 - E – Aerial/Parcel Map of Site
 - F – Location/Zoning Map
 - G – Site Plan
 - H – Architectural Elevations

FINDINGS FOR APPROVAL

SITE PLAN REVIEW:
PC 21-07 – Scooter’s Coffee
1300 West Main Street

DATE: November 1, 2021

FINDINGS: The Mascoutah City Council, pursuant to the applicant’s initiated request for site plan approval for the land described, and after considering the effect of the requested use on the health, safety, morals and general welfare of the residents in the City, specifically finds:

1. The site plan addresses the provision of municipal sanitary sewer and water to limit its effect on the health, safety, morals and general welfare of the community.
2. The proposed use of the site is appropriate, in terms of land patterns in the entire City.
3. The project is compatible with surrounding uses and the surrounding neighborhood.
4. The application is consistent with good general planning and site planning.
5. The project can be constructed and operated in a manner that is not detrimental to the permitted uses in the GC, General Commercial Zoning District.

Attachment A

CONDITIONS OF APPROVAL

SITE PLAN REVIEW

PC 21-07 – Scooter's Coffee
1300 West Main Street

DATE: November 1, 2021

1. A landscape buffer will be required on the south side of the property abutting the multi-family residential development on South County Road.
2. Parking lot lighting plan shall be submitted and approved by staff.
3. A detail of the trash enclosure shall be submitted and approved by staff prior to installation.
4. A detailed drainage plan shall be submitted and approved by staff prior to start of construction.

Attachment B

Permit Number _____
Approved by: _____

Issued On _____, 20____

City of Mascoutah
SITE PLAN APPLICATION / Architectural Review
and Development Review

Application is hereby made this 21 day of September, 2021, for a site plan approval for:

Scooter's Coffee Mascoutah

Name of Proposed Development

Located at:

1300 W Main

in accordance with the drawings and specifications presented herewith.



Signature of Applicant

Applicant is: Property Owner Lessee Agent of owner or leasee*

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

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

Igor D. Bley

Property Owner

E=Igor.Bley@scooterscoffee.com, DN=C=US, O=Scooter's Coffee, CN=Igor D. Bley
Reason: I am approving this document
Date: 2021.09.23 11:41:49-04'00'

Property Information

Property Owner: Boundless Real Estate Holdings, LLC
Address: 10500 Sapp Bros. Drive, Omaha, NE
Lessee: _____
Address: _____
Contractor: _____
Contractor Contact: _____

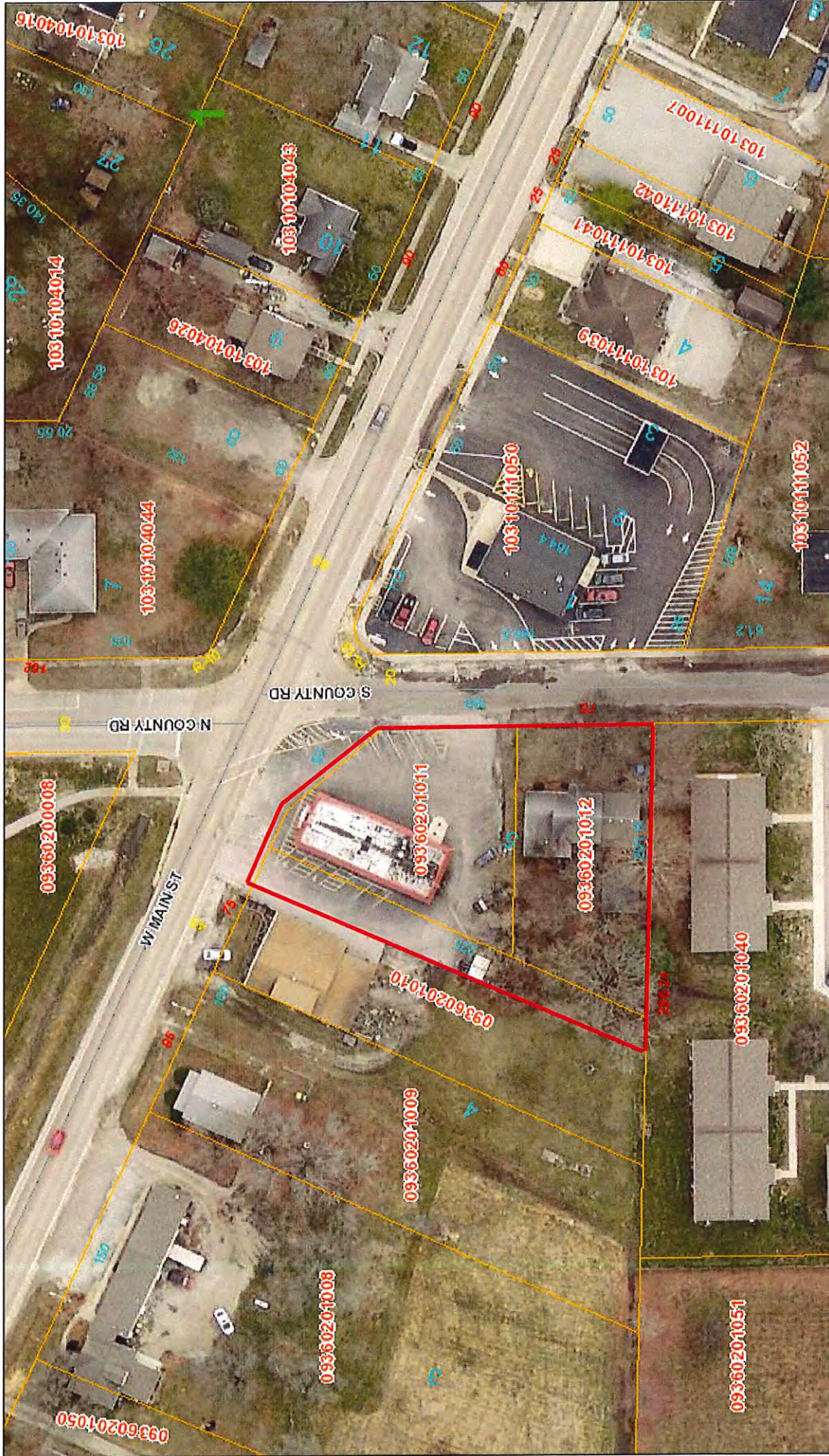
Application Checklist (Attachments)

- | | |
|--|---|
| <input type="checkbox"/> Proof of Ownership | <input type="checkbox"/> Application Fee \$100.00 |
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Architectural Elevations (if applicable) |
| <input type="checkbox"/> Parcel Map or Boundary Survey | <input type="checkbox"/> 6 Full Size Set Copies and pdf |

Version 1/1/2019

Attachment C

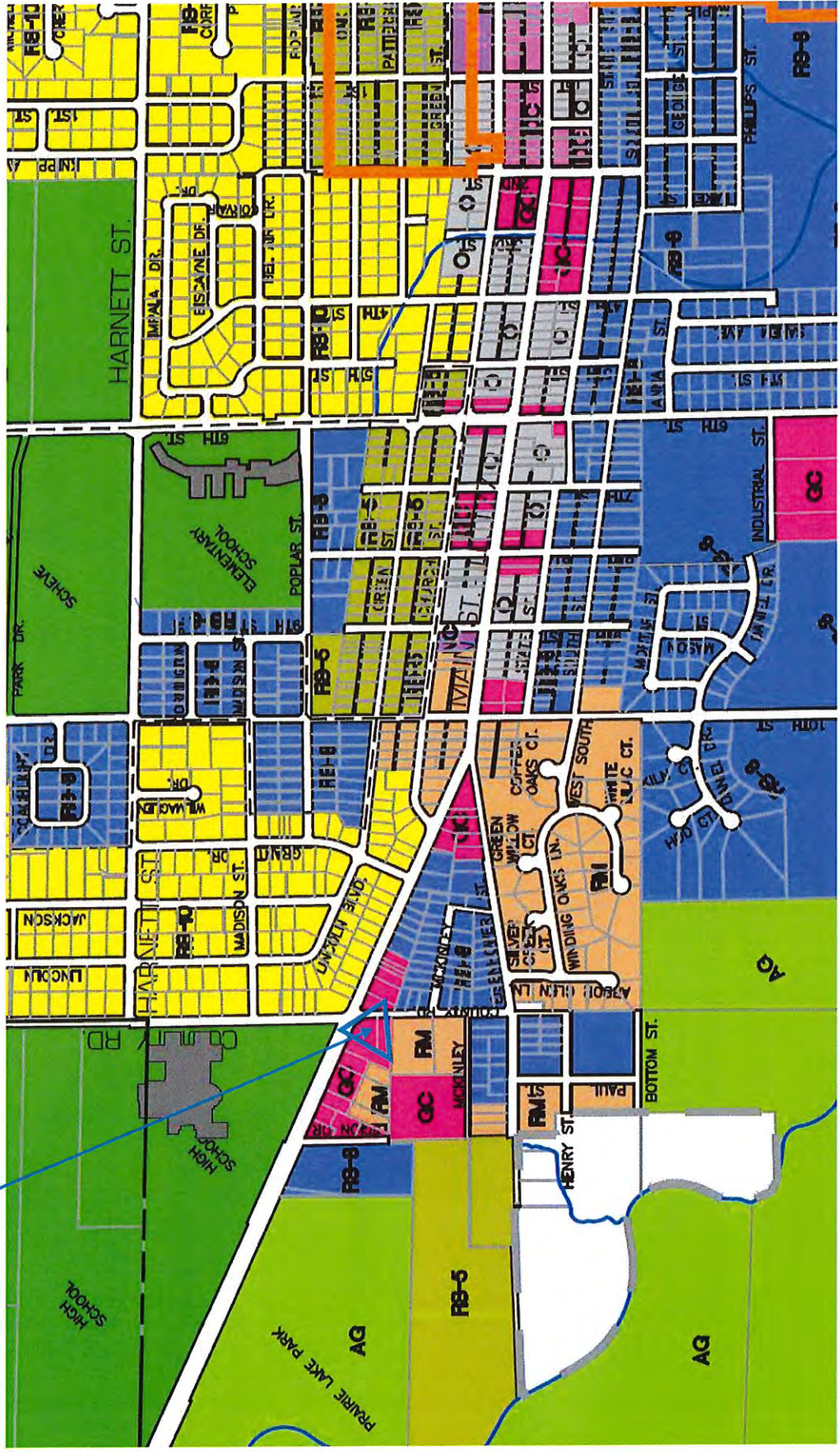
St Clair County Parcel Map



PC 21-07, Scooter's Coffee, 1300 West Main Street

Attachment E

Location / Zoning Map
PC 21-07, Scooter's Coffee



Attachment F

**CITY OF MASCOUTAH
Staff Report**

TO: Honorable Mayor and City Council

FROM: Brad Myers, City Manager

SUBJECT: **Resolution Approving Redevelopment Agreement relating to Mascoutah TIF #3**

DATE: November 1, 2021

REQUESTED ACTION:

Approval of Resolution approving and authorizing Tax Increment Financing Redevelopment Agreement for Aeronautical Production Facility and Campus Development with St. Clair County.

BACKGROUND INFORMATION:

The City has been working with our City Attorney, St. Clair County officials and attorneys, and TIF consultant Moran Economic Development, to draft and negotiate terms of the proposed Tax Increment Financing Redevelopment Agreement with St. Clair County for the Aeronautical Production Facility and Campus Development located within the City's TIF #3.

RECOMMENDATION:

Council approval and adoption of Resolution and Redevelopment Agreement.

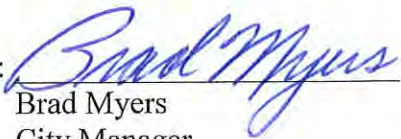
SUGGESTED MOTION:

I move that the Council approve and adopt Resolution No. 21-22-___, Resolution Approving and Authorizing Tax Increment Financing Redevelopment Agreement for Aeronautical Production Facility and Campus Development with St. Clair County and authorize appropriate officials to execute the necessary documents.

Prepared By:


Kari Speir
Assistant City Manager

Approved By:


Brad Myers
City Manager

Attachments: A – Resolution
B – Redevelopment Agreement

RESOLUTION NO. 21-22-__

RESOLUTION APPROVING AND AUTHORIZING TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT FOR AERONAUTICAL PRODUCTION FACILITY AND CAMPUS DEVELOPMENT WITH ST. CLAIR COUNTY

WHEREAS, on November 21, 2016, in accordance with the TIF Act, the City of Mascoutah (the "City") approved ordinances adopting Tax Increment Financing (TIF) and the Mascoutah Tax Increment Financing Plan and Project #3, also known as the Mascoutah TIF #3; and,

WHEREAS, St. Clair County (the "Developer") has requested that the City provide assistance through redevelopment cost reimbursements using TIF funds for the payment of eligible costs, public works, environmental related expenses, demolitions, site preparations, and general public infrastructure and utility expenses for the redevelopment of industrial and commercial property, located within the City's TIF #3 and more particularly described in Appendix A of the *Tax Increment Financing Redevelopment Agreement for Aeronautical Production Facility and Campus Development* attached hereto as Exhibit A; and,

WHEREAS, the Developer has submitted a Redevelopment Proposal to the City for the project which would not have been undertaken without the inducement by the City of the use of tax increment financing incentives; and,

WHEREAS, the Developer will be expending certain funds for the Project and it is the intent of the City to assist the developer with these expenditures utilizing the TIF #3 fund; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Mascoutah, Illinois, that the City Council, has examined the proposed area and circumstances, and at this time believe that it is reasonable to believe that certain expenditures and development costs in furtherance of the plan and Aeronautical Production Facility and Campus Development should be allowable redevelopment project costs under the plan, provided that this resolution is not a guarantee that any expenditures will be reimbursed, but rather an expression of the sense of the City at this time.

PASSED AND APPROVED this 1st day of November, 2021.

Pat McMahan
Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT FOR
AERONAUTICAL PRODUCTION FACILITY AND CAMPUS DEVELOPMENT**

This Tax Increment Financing Redevelopment Agreement for Aeronautical Production Facility and Campus Development (hereinafter referred to as "Agreement") is made and entered into as of November ____, 2021 by and between the City of Mascoutah, Illinois, an Illinois municipality organized and existing under the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) (the "City"), and St. Clair County, Illinois, an Illinois county organized and existing under the Illinois Counties Code (55 ILCS 5/1-1001 *et seq.*) (the "Developer").

RECITALS

- A. WHEREAS, on November 21, 2016, in accordance with the TIF Act, the City of Mascoutah approved ordinances adopting Tax Increment Financing (TIF) and the Mascoutah Tax Increment Financing Plan and Project #3, also known as the Mascoutah TIF #3; and
- B. WHEREAS, the Developer has requested that the City provide assistance through redevelopment cost reimbursements using TIF funds for the payment of eligible costs, public works, environmental related expenses, demolitions, site preparations, and general public infrastructure and utility expenses for the redevelopment of industrial and commercial property, located within the City's TIF #3 and more particularly described and delineated upon **Appendix A** hereof (hereinafter, "the Property"), into a new Aeronautical Production Facility and Campus (hereinafter, "the Redevelopment Project"); and
- C. WHEREAS, the Developer has submitted a Redevelopment Proposal to the City for the Project which would not have been undertaken without the inducement by the City of the use of tax increment financing incentives; and
- D. WHEREAS, the City Council, after reviewing the Redevelopment Proposal for the Redevelopment Project submitted by the Developer, believes that the Redevelopment Area as set forth herein in the Redevelopment Proposal, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Affiliate": Shall mean, with respect to any business entity, any other business entity directly or

Attachment B

indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

“Agreement Term”: The period of time in which this agreement is in full force and effect. For this agreement, that period of time will begin upon the date of execution of this agreement, that date being November __, 2021, and continuing through the term of the TIF #3 District (currently set to expire in 2039), including any period of legislatively-approved extension(s).

“City”: The City of Mascoutah, St. Clair County, Illinois, a statutory City within St. Clair County, and a political subdivision of the State of Illinois.

“City Council”: The City Council of the City of Mascoutah, Illinois.

“Construction Plans”: Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Concept Plan or on the attached Development Plan, if necessary), together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Developer”: St. Clair County, Illinois.

“Developer’s Portion of the Redevelopment Project”: Includes the development and construction of an Aeronautical Production Facility, in accordance with the Redevelopment Proposal (attached hereto as Exhibit 3), including all site preparation, utility improvements, and infrastructure improvements, and other work required to support such a development; all to be used for industrial, commercial and airport related activities in accordance with the Redevelopment Plan. The Developer agrees to begin the construction of the Redevelopment Project on or before January 1, 2022, and complete the Redevelopment Project on or before July 1, 2023, Developer may be granted extensions to these deadlines with written consent from the City and that such consent shall not be unreasonably withheld.

“Developer’s Share”: Means, the portion of TIF Revenues generated by the Property and received by the City annually, less any portion agreed to be distributed to any other taxing districts, which are to be reimbursed back to the Developer for certain Eligible Redevelopment Project Costs incurred during the performance of the Work.

- 1) For the purposes of this agreement, the Developer’s Share for Property which is part of “Main Parcel” and “Expansion Area” will be sixty-percent (60%) of the gross TIF Revenue collected.
- 2) For the purposes of this agreement, the Developer’s Share for Property which is part of “ROFR Area” will be sixty-percent (60%) of the net TIF Revenue collected, after 25% of

the gross TIF Revenue is subtracted.

The total amount reimbursed during the Agreement Term may not to exceed the Reimbursement Limit. The first payment of the Developer’s Share will be calculated based on the TIF Revenues assessed to the Property during the first year of full assessment of the Property after substantial completion of the Work, with the final payment being issued based on TIF Revenues assessed during the calendar year ending on December 31, 2039 and collected in 2040 (**See Exhibit 1A – Example Payment Calculation Method; See Exhibit 1B – Example Payment Schedule**). Monies are to be paid from the Special Allocation Fund, Mascoutah Tax Increment Financing Project Area #3 (TIF #3). The Developer is not eligible to receive the Developer’s Share until the Work has been verified to have been completed by the City through the issuance of a certificate of substantial completion.

“Eligible Redevelopment Project’s Costs”: Certain costs incurred during the performance of the Work that qualify under Section 11-74.4-3 (q) of the TIF Act as determined by the City and Developer. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

Project Component	Estimated Cost (2021-2023)
Taxiway Construction	\$26,574,000.00
Planning, Permitting, Environmental, Design (associated with taxiway construction)	\$3,296,000.00
Site Preparation	\$6,945,290.00
Landside Access Improvements (State route widening, signalization, entrance road)	\$5,273,600.00
Utilities (Relocations, Extensions, etc)	\$3,708,000.00
Security Improvements	\$515,000.00
Survey, Geotechnical Explorations, Monitoring Wells, etc.	\$515,000.00
Environmental Mitigation, Stormwater Detention, etc.	\$1,751,000.00
Sitewide Environmental (NEPA Clearance)	\$1,422,110.00
Total Cost:	\$50,000,000

“Property”: That property to be developed and utilized by the Developer as more generally defined as being two separate sites located just southeast of the MidAmerica Airport along the west side of Illinois Route 4 in the City of Mascoutah, Illinois and described more fully in **Appendix A – Project Location**.

For the purposes of this Agreement, “Main Parcel” will refer to the property described in

Appendix A, consisting of the following St. Clair County Parcel Identification Numbers: 10-18.0-200-002 (Partial); 10-18.0-200-008 (Partial); 10-17.0-100-002; and, 10-17.0-100-003 (Partial).

For the purposes of this Agreement, "Expansion Area" will refer to the property described in Appendix A, consisting of the following St. Clair County Parcel Identification Numbers: 10-18.0-200-008 (Partial); 10-17.0-100-003 (Partial); 10-07.0-400-007; and, 10-18.0-200-002 (Partial).

For the purposes of this Agreement, "ROFR Area" will refer to the property described in Appendix A, consisting of the following St. Clair County Parcel Identification Numbers: 10-07.0-300-007 (Partial); 10-07.0-400-006 (Partial); 10-18.0-100-002 (Partial); 10-18.0-200-002 (Partial); 10-18.0-200-005; and, 10-18.0-200-008 (Partial).

"Redevelopment Area": A certain area of the City of Mascoutah known as the "Mascoutah Redevelopment Project Area #3", also known as TIF #3.

"Redevelopment Plan": A plan entitled "Mascoutah Redevelopment Project Area Tax Increment Financing Redevelopment Plan #3" which was approved on November 21, 2016, and as from time to time amended.

"Redevelopment Project": Those activities described as the Redevelopment Project in the Redevelopment Plan, Redevelopment Proposal, and this Agreement.

"Redevelopment Project Costs": The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

"Redevelopment Proposal": The description of the intended scope and scale of the project as described by the Developer in the submitted application for tax increment financing assistance, as well as any and all accompanying site plans, drawings, or other descriptions of the intended project; **attached hereto as Exhibit 3.**

"Reimbursement Limit": The maximum amount of money the Developer may be reimbursed in accordance with this Agreement; that amount not to exceed \$50,000,000.00, or 100% of the actual Eligible Redevelopment Project Costs verified to have been incurred by the Developer during the performance of the Work, whichever is less.

"Special Allocation Fund": The Special Allocation Fund, Mascoutah Tax Increment Financing Project Area #3. (TIF #3)

"TIF Act": The Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*)

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project (those units of Property defined in Appendix A of the Mascoutah Tax Increment Financing Project Area #3) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of St. Clair, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project.

"Work": All work necessary to prepare the Property for, and to implement the portion of, the Redevelopment Project set forth in Section 2.1.a. below, including but not limited to, the development and construction of an Aeronautical Production Facility and Campus, in accordance with the Redevelopment Proposal on the agreed upon Property, including all site preparation, utility improvements, and infrastructure improvements, and other work required to support such a development; all to be used for industrial, commercial and airport related activities in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, or other subdivision, signage, zoning, or similar approvals required from the City for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, state and local laws, ordinances, codes and regulations (except that with respect to the City's Zoning Ordinances, such applications may contain such non-conformance or variance to the extent contemplated by the Redevelopment Plan and this Agreement). The City if applicable agrees to establish an Airport Planned Unit Development (PUD) to support and give general flexibility to the near and long term planned uses at this location.

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project. The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings. The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project :

a) The development and construction of an Aeronautical Production Facility and Campus, in accordance with the Redevelopment Proposal on the agreed upon

Property, including all site preparation, utility improvements, and infrastructure improvements, and other work required to support such a development; all to be used for industrial, commercial and airport related activities in accordance with the Redevelopment Plan.

b) The Developer agrees to begin the project on or before January 1, 2022, and to complete the project on or before July 1, 2023. The Developer may be granted extensions to these deadlines with written consent from the City and that such consent shall not be unreasonably withheld.

2.2 City Undertaking. The City agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, state and local laws, ordinances, codes and regulations.

3. Acceptance of Proposal/Developer Selection. The City hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

4. Plans and Approvals.

4.1 Changes. During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the City, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals. The City agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this Agreement, and are not contrary to any Federal, state or local law, ordinance, code or regulation (except that with respect to the City's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the Concept Plan, the Redevelopment Plan and this Agreement), all in accordance with the applicable City ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

5. Payment of the Developer's Share.

5.1 Requests for Payment of the Developer's Share. The Developer shall submit Requests for Payment of the Developer's Share ("Requests") in substantially the same form as set forth in **Exhibit 2 - Request for Reimbursement**. All Requests shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all Real Estate Property Taxes attributable to the Property are paid in full and to date.

5.2 City's Determination of Payment of the Developer's Share. The City shall approve or disapprove any Request within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

5.3 Payment of the Developer's Share. Within 90 days of receipt and deposit of the Property's TIF Revenues into the City's Special Allocation Fund, the City shall pay the Developer the Developer's Share to the extent monies are available in the Special Allocation Fund. Such payment shall continue until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Reimbursement Limit is reached; (iii) the Agreement Term is reached; (iv) the Mascoutah Tax Increment Financing Area #3 (TIF #3) expires.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs. Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify under Section 11-74.4-3 (q) as determined by the City. The Developer shall, at the City's request, provide (a) itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify, and (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

5.5 City's Obligations Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, up to the Reimbursement Limit, should the work be completed. This agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

6. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

- 1) In the case of the Developer, to:
St. Clair County Board Chairman
#10 Public Square, 5th Floor
Belleville, IL 62220

- 2) In the case of the City, to:
Mascoutah City Clerk
City of Mascoutah
3 West Main Street
Mascoutah, Illinois 62258

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest. The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Council or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area. The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. However, notwithstanding the nothing contained within this Redevelopment Agreement shall preclude the Developer from bringing any and all claims associated with the enforcement of this Development Agreement against the City.

10. Release and Indemnification.

- (a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify

and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Acquisition of the Property or construction of the Work.

(b) The City and its governing body of members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be physically present at the Property Work due to any act of negligence of the Developer.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or any of its Affiliates for damages arising in any way from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorney's fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the Redevelopment Plan or Redevelopment Proposal or their approval, (2) this Agreement, the City's ownership, control, operation or condition of all or any part of the property located within the Property; or any other agreement or obligation made in connection therewith or their approvals, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work (except to the extent that such negligence is attributable to the City or any agent thereof), and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the City's expenses, attorney's fees, and costs and the City may withhold from any amounts otherwise due the Developer under this Agreement or any other obligation of the City to the Developer, any amounts due from the Developer under this Agreement or any other obligation of the Developer to the City.

11. Nondiscrimination. In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the City. The City represents and warrants that:

(a) Organization and Authority. The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law. The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City.

13. Representations of the Developer. The Developer represents and warrants that:

(a) Organization and Authority. The Developer (i) is duly organized under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Developer has been authorized by all necessary corporate action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) No Defaults or Violations of Law. The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body.

(c) Pending Litigation. Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the

Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure. There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

14. Inspection. The Developer shall allow authorized representatives of the City access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.

15. Choice of Law. This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.

16. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

17. Entire Agreement; Termination. The City shall retain the right to terminate this Agreement at any of the following moments: (i) the Reimbursement Limit is reached; (ii) the date the Mascoutah Tax Increment Financing Area #3 (TIF #3) expires; (iii) the Developer has failed to meet to the deadlines for the start or completion of the Work as outlined within section 2.1, and no extensions have been granted (provided, however, the City shall not unreasonably deny any request for an extension of time for any undertaking contemplated in this Redevelopment Agreement).

18. Prevailing Wage. The Developer agrees that any work performed by or for the Developer under this Agreement shall comply with all applicable provisions of the prevailing wage laws and with all other applicable laws, ordinances, and regulations governing fair labor practices.

19. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

20. Assignment. The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the City. The City shall not unreasonably

withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer's obligations is first obtained in writing.

21. Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.

22. Completion. Upon completion of the Work, including all changes or modifications thereof, Developer may notify the City that the Work is complete and that a Certificate of Substantial Completion should be issued (the "Developer's Notice"). Upon receipt of such notice, the City shall inspect the Redevelopment Project and shall issue a Certificate of Substantial Completion if appropriate. In the event the City determines that material deficiencies exist in the Redevelopment Project, the City shall notify the Developer in writing of the specific material deficiencies and the corrective action required. Upon presentation of satisfactory evidence of the correction of material deficiencies and performance of corrective action required, the City shall issue a Certificate of Substantial Completion. This certificate is noted within **Exhibit 4**.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

"CITY"

CITY OF MASCOUTAH, ILLINOIS

Pat McMahan
Mayor

"DEVELOPER"

ST. CLAIR COUNTY

Mark Kern
County Board Chairman

**APPENDIX A
PROJECT LOCATION**

MAIN PARCEL

Parcel IDs:

10-18.0-200-002 (Partial)

10-18.0-200-008 (Partial)

10-17.0-100-002

10-17.0-100-003 (Partial)

Legal Description of Boundary

Part of West Half of the Northwest Quarter of Section 17 and part of Lots 9, 20 and 22 of the Northeast Quarter of Section 18, Township 1 North, Range 6 West of the Third Principal Meridian, reference being had to the plat of said lots in the St. Clair County Recorder's Office in Plat Book 'A' on page 390, Town of Mascoutah, County of St. Clair and State of Illinois and being more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 36 minutes 24 seconds East, on the north line of said Northeast Quarter, 1631.35 feet to the southwesterly right of way line of Illinois Route 4, reference being had to the plat thereof in the St. Clair County Recorder's Office in Document Number A01184537; thence South 43 degrees 52 minutes 13 seconds East, on said southwesterly right of way line, 408.90 feet to the Point of Beginning.

From said Point of Beginning; thence continuing on said southwesterly right of way line the following two (2) courses and distances; 1.) South 43 degrees 52 minutes 13 seconds East, 1371.26 feet; 2.) southeasterly 84.51 feet on a curve to the right having a radius of 2,191.83 feet, the \chord of said curve bears South 42 degrees 45 minutes 56 seconds East, 84.51 feet; thence South 46 degrees 47 minutes 30 seconds West, 1063.84 feet; thence North 43 degrees 03 minutes 26 seconds West, 1,153.29 feet; thence North 09 degrees 08 minutes 01 seconds East, 494.96 feet; thence North 46 degrees 47 minutes 32 seconds East, 653.77 feet to the Point of Beginning.

Said parcel contains 33.90 acres, more or less.

Subject to easements, conditions and restrictions of record.

EXPANSION AREA (SOUTHEAST)

Parcel IDs:

10-18.0-200-008 (Partial)

10-17.0-100-003 (Partial)

Legal Description of Boundary

Part of the Northwest Quarter of Section 17 and part of Lot 22 of the Northeast Quarter of Section 18, Township 1 North, Range 6 West of the Third Principal Meridian, reference being

had to the plat thereof in the St. Clair County Recorder's Office in Plat Book 'A' on page 390, Town of Mascoutah, County of St. Clair and State of Illinois and being more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 36 minutes 24 seconds East, on the north line of said Northeast Quarter, 1,631.35 feet to the southwesterly right of way line of Illinois Route 4; thence on said southwesterly right of way line the following two (2) courses and distances; 1.) South 43 degrees 52 minutes 13 seconds East, 1,780.16 feet; 2.) southeasterly 84.51 feet on a curve to the right having a radius of 2,191.83 feet, the chord of said curve bears South 42 seconds 45 minutes 56 seconds East, 84.51 feet to the Point of Beginning. From said Point of Beginning; thence continuing on said southeasterly right of way line the following two (2) courses and distances; 1.) southeasterly 1155.25 feet on a curve to the right having a radius of 2,191.83 feet, the chord of said curve bears South 26 seconds 33 minutes 41 seconds East, 1,141.93 feet; 2.) South 11 degrees 27 minutes 43 seconds East, 216.14 feet to the northerly right of way line of the Norfolk Southern Railway; thence North 87 degrees 28 minutes 19 seconds West, on said northerly right of way line, 1368.25 feet; thence North 44 degrees 01 minutes 37 seconds West, 298.05 feet; thence North 46 degrees 47 minutes 30 seconds East, 1,400.10 feet to the Point of Beginning.

Said tract contains 25.82 acres, more or less.

Subject to easements, conditions and restrictions of record.

EXPANSION AREA (NORTHWEST)

Parcel IDs:

10-07.0-400-007

10-18.0-200-002 (Partial)

Legal Description of Boundary

Part of Lot 26 of the Southeast Quarter of Section 7 and part of Lots 9 and 20 of the Northeast Quarter of Section 18, Township 1 North, Range 6 West of the Third Principal Meridian, reference being had to the plat thereof in the St. Clair County Recorder's Office in Plat Book 'A' on page 390, Town of Mascoutah, County of St. Clair and State of Illinois and being more particularly described as follows: Commencing at the northwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 36 minutes 24 seconds East, on the north line of said Northeast Quarter, 1,631.35 feet to the southwesterly right of way line of Illinois Route 4 and the Point of Beginning. From said Point of Beginning; thence South 43 degrees 52 minutes 13 seconds East, on said southwesterly right of way line, 408.90 feet; thence South 46 degrees 47 minutes 32 seconds West, 653.77 feet; thence North 43 degrees 52 minutes 13 seconds West, parallel to said southwesterly right of way line, 196.46 feet; thence North 16 degrees 52 minutes 13 seconds West, 338.67 feet; thence North 43 degrees 52 minutes 13 seconds West, parallel to said southwesterly right of way line, 1019.01 feet; thence North 46 degrees 47 minutes 32 seconds East, 500.00 feet to said southwesterly right of way line; thence South 43 degrees 52 minutes 13 seconds East, on said southwesterly right of way line, 1110.11 feet to the Point of Beginning.

Said tract contains 18.66 acres, more or less.

Subject to easements, conditions and restrictions of record.

ROFR AREA

Parcel IDs:

10-07.0-300-007 (Partial)

10-07.0-400-006 (Partial)

10-18.0-100-002 (Partial)

10-18.0-200-002 (Partial)

10-18.0-200-005

10-18.0-200-008 (Partial)

Legal Description of Boundary

Part of Lot 10 of the Southwest Quarter of Section 7, part of Lot 26 of the Southeast Quarter of Section 7, part of Lots 2 and 3 of the Northwest Quarter of Section 18, and part of the Lots 9, 20 and 21 of the Northeast Quarter of Section 18, Township 1 North, Range 6 West of the Third Principal Meridian, reference being had to the plat thereof in the St. Clair County Recorder's Office in Plat Book 'A' on page 390, Town of Mascoutah, County of St. Clair and State of Illinois and being more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 36 minutes 24 seconds East, on the north line of said Northeast Quarter, 320.86 feet to the Point of Beginning.

From said Point of Beginning; thence South 43 degrees 39 minutes 16 seconds East, 745.12 feet; thence South 46 degrees 07 minutes 47 seconds West, 679.89 feet; thence North 88 degrees 45 minutes 45 seconds West, 226.02 feet; thence North 43 degrees 39 minutes 16 seconds West, 1251.89 feet; thence North 46 degrees 07 minutes 47 seconds East, 540.00 feet; thence South 43 degrees 39 minutes 16 seconds East, 242.00 feet; thence North 46 degrees 07 minutes 47 seconds East, 300.00 feet; thence South 43 degrees 39 minutes 16 seconds East, 424.89 feet to the Point of Beginning

Said tract contains 25.27 acres, more or less.

Subject to easements, conditions and restrictions of record.

EXHIBIT 1A

EXAMPLE PAYMENT CALCULATION METHOD

Payment Obligations from Properties in “Main Parcel” and “Expansion Area”

(numbers for illustration purposes only)

1.	Current Tax Year:	<u>20XX</u>
2.	Gross TIF Revenue Collected from “Main Parcel” and/or “Expansion Area” parcels:	<u>\$100,000.00</u>
3.	Developer’s Share:	<u>60%</u>
4.	Payment owed to Developer (Line 2 x Line 3)	<u>\$60,000.00</u>

Payment Obligations from Properties in “ROFR Area”

(numbers for illustration purposes only)

1.	Current Tax Year:	<u>20XX</u>
2.	Gross TIF Revenue Collected “ROFR Area” Parcels:	<u>\$100,000.00</u>
3.	Less School District’s Share of 25% (Line 2 x 25%):	<u>\$25,000.00</u>
4.	Net TIF Revenue Collected from “ROFR Area” parcels: (Line 2 – Line 3)	<u>\$75,000.00</u>
5.	Developer’s Share:	<u>60%</u>
6.	Payment Owed to Developer (line 4 x Line 5):	<u>\$45,000.00</u>

Total Payment Owed to Developer for 20XX: \$105,000.00

EXHIBIT 1B

EXAMPLE PAYMENT SCHEDULE

The following payment schedule assumes that the project is completed in 2021, with the first year of full assessment occurring in 2022.

Within ninety (90) days of the deposit of the TIF Revenues for a certain tax year into the TIF Fund, the City shall disburse payment of the Developer’s Share. Due to the uncertain date that taxes owed to the TIF Fund are actually collected and deposited into the TIF Fund by the City, TIF Revenues which should be collected in any given year may not be reimbursed back to the Developer until the following year.

TAX YEAR	YEAR ASSESSED	YEAR COLLECTED	YEAR REIMBURSEMENT DISBURSED
2022	2022	2023	2023
2023	2023	2024	2024
2024	2024	2025	2025
2025	2025	2026	2026
2026	2026	2027	2027
2027	2027	2028	2028
2028	2028	2029	2029
2029	2029	2030	2030
2030	2030	2031	2031
2031	2031	2032	2032
2032	2032	2033	2033
2033	2033	2034	2034
2034	2034	2035	2035
2035	2035	2036	2036
2036	2036	2037	2037
2037	2037	2038	2038
2038	2038	2039	2039
2039	2039	2040	2040

EXHIBIT 2

REQUEST FOR REIMBURSEMENT

Request for Reimbursement of Eligible Redevelopment Project Costs

TO: Mascoutah City Hall
Attn: TIF Administrator
3 West Main Street
Mascoutah, Illinois 62258

You are hereby requested and directed as per the Redevelopment Agreement between the City of Mascoutah, IL and St. Clair County to pay the Developer's Share from the Special Allocation Fund (TIF #3) for TIF Revenue generated on parcel(s): _____ during the _____ payable _____ property tax period, for those TIF eligible costs items related to the following Redevelopment Project Costs:

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>

Total Costs Submitted: _____ Request # _____

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement which request is being made between the City and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the City that:

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Construction Plans.

Dated this _____ day of _____, _____

ST. CLAIR COUNTY

By: _____

Title(s) _____

Approved for Payment:

CITY OF MASCOUTAH, ILLINOIS

By: _____

Date: _____

Title: _____

[INSERT EXHIBIT 3]

EXHIBIT 4

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, _____ (or its successors or assigns) (the "Developer"), pursuant to that certain TIF Redevelopment Agreement dated as of June ____, 2021, between the City of Mascoutah, Illinois (the "City") and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the construction, renovation, repairing, equipping and constructing of the Work for the Redevelopment Project (as those terms are defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Work.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

By: _____

By: _____

ACCEPTED:

CITY OF MASCOUTAH, ILLINOIS

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor and City Council

FROM: Brad Myers, City Manager

SUBJECT: **Bid Award – Design Build Contract – Distribution System Upgrade**

DATE: November 1, 2021

REQUESTED ACTION:

Approval of a Design Build Contract with BHMG Engineers, Inc. for the Mascoutah 13.8 kV Distribution System Upgrades.

BACKGROUND INFORMATION:

This project consists of constructing a new distribution line and improving the current distribution line to increase the capacity and improve the reliability of the City's distribution system to serve new development along Route 4, at I-64, and for the new Boeing development.

The areas to be included in the contract are outlined in the attached agreement. Below is a brief synopsis of what the various upgrades, improvements, and new line extensions will provide:

- The upgrades and line extensions at Hog River, Onyx Drive extension, Fuesser Road, and Double Circuit will result in removing the load from the circuit along Route 4 to allow the City to provide the load needed at Boeing and provide additional load north of I-64.
- The duct bank will provide the second feed required for Boeing and will provide additional load for any new development at I-64. One-third of the cost of the duct bank will be reimbursed by the Boeing development.
- The Boeing service is directly related to Boeing and will be 100% reimbursed by the development.
- The I-64 underground circuit will provide a second feed and loop for all current and future development north of I-64 which will increase reliability in that area since it is now only served by one feed.

The request is approval of a design build contract with BHMG and Big D Electrical Contractors. This type of design build contract will aid the City in saving time and money; do not have to put together separate bid documents which saves on engineering, and will save money on construction engineering since Big D Electrical Contractors and BHMG work very closely together on various projects and was owned by BHMG until 5/2018.

To put this contract together, BHMG has been working for the past month in efforts to obtain pricing from various suppliers. Unfortunately, in the times we are in now, pricing has escalated astronomically and lead times on even the simplest items, such as wire and connectors, are months instead of being in stock or only taking a couple days.

Verbal Blakey with BHMGE Engineers will be present at the City Council meeting to answer questions.

FUNDING:

This project will be paid for with TIF 3 project funds and Electric funds. A cost allocation breakdown is attached.

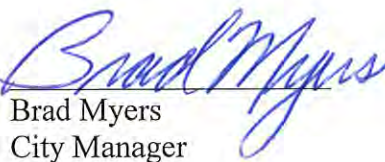
RECOMMENDATION:

Staff recommends approval of a design build contract with BHMGE Engineers Inc.

SUGGESTED MOTION:

I move that the Council approve a Design Build Contract with BHMGE Engineers, Inc. for the Mascoutah 13.8 kV Distribution System Upgrades and authorize appropriate City officials to execute the necessary documents.

Prepared By: 
Kari D. Speir
Assistant City Manager

Approved By: 
Brad Myers
City Manager

Attachments: A – Cost allocation breakdown
B – Design Build Contract

Design Build Contract - Mascoutah 13.8 kV Distribution System Upgrades
 Cost Allocation Breakdown

Project Area	Contract Amount	Electric Funds	TIF 3 Funds	Developer Reimb
Onyx Drive / Hog River	\$ 1,191,226.00	\$ 1,191,226.00		
Fuesser Road	\$ 355,160.00	\$ 355,160.00		
Double Circuit	\$ 400,181.00	\$ 200,000.00	\$ 200,181.00	
Duct Bank	\$ 5,034,503.00		\$ 3,373,117.00 67%	\$ 1,661,386.00 33%
Boeing Service	\$ 296,653.00			\$ 296,653.00
I-64 Underground Circuit	\$ 2,674,007.00	\$ 1,250,000.00	\$ 1,424,007.00	
Engineering	\$ 496,586.00	\$ 148,975.80 30%	\$ 248,293.00 50%	\$ 99,317.20 20%
Land Acquisition & Staking	\$ 90,079.00		\$ 90,079.00	
Construction Management	\$ 398,069.00	\$ 119,420.70 30%	\$ 199,034.50 50%	\$ 79,613.80 20%
Totals	\$ 10,936,464.00	\$ 3,264,782.50	\$ 5,534,711.50	\$ 2,136,970.00

Finance Notes:

TIF 3 will borrow funds from the line of credit and from Light Fund.

The developer reimbursement portion will go back into TIF 3 which will assist to pay down any borrows from Light Fund.

In addition, current and future property taxes derived from TIF 3 will assist with the line of credit payment.



November 1, 2021

Mr. Brad Myers, City Manager
City of Mascoutah
3 West Main Street
Mascoutah, IL 6258

Ref: 13.8 kV Distributions System Upgrade Project
Design Build Contract
B2187

Dear Brad,

Attached to this email with this letter is the proposed Design Build contract for the Mascoutah 13.8 kV Distributions System Upgrade Project. This contract is comprised of six (6) Project Areas as listed below.

Onyx Drive/Hog River – 0.5 mi UG / 0.8 mi OH	\$ 1,191,226
Fuesser Road – 0.75 mi OH	\$ 355,160
Double Circuit – 0.75 mi OH	\$ 400,181
Duct Bank (from North Sub to Boeing Service) – 1.25 mi UG	\$ 5,034,503
Boeing Service (Phases 1 & 2)	\$ 296,653
I-64 Underground Circuit – 1.75 mi UG	<u>\$ 2,674,007</u>
Total Construction Costs	\$ 9,951,730
Engineering	\$ 496,586
Land Acquisition & Staking	\$ 90,079
Construction Management	<u>\$ 398,069</u>
Total Professional Services	\$ 985,734
Contract Total	\$10,937,464

This cost is based on a completion date of July 31, 2023. Upon City Council approval of this contract, we will get the materials ordered and hope to start construction in December 2021.

Please let me know if you have any questions.

Sincerely,
BHMG Engineers, Inc.

Verbal J. Blakey, P.E.
Principal/CFO

Attachment B



**FORM OF AGREEMENT BETWEEN
OWNER AND DESIGN-BUILDER**

**MASCOUTAH, IL 13.8 KV
DISTRIBUTION SYSTEM UPGRADES**

NOVEMBER 2021

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Form of Agreement Between Owner and Design-Builder

This **AGREEMENT** is made as of the 1st day of November in the year of 2021, by and between the following parties, for services in connection with the Project identified below.

OWNER:

City of Mascoutah
3 West Main Street
Mascoutah, IL 62258-2030

DESIGN-BUILDER:

BHMG Engineers, Inc.
630 Jeffco Blvd
Arnold, MO 63010

PROJECT:

Mascoutah IL 13.8 kV Distribution System Upgrades

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder

Exhibit 1 – Design Conditions

Exhibit 2 – Project Clarifications

Exhibit 3 – Hourly Rates

Exhibit 4 – Project Schedules

Exhibit 5 – Schedule of Values

Exhibit 6 – Permit List and Easement Acquisition

Exhibit 7 – Insurance Certificates

Exhibit 8 – Line Routing

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event

inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy/use of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project

and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than **July 31, 2023**, ("Scheduled Substantial Completion Date"). This date is based on Owner's easement acquisition for Line 1 and Line 2 as indicated on the project schedule included in Exhibit 4.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows:

- Energization of 13.8 kV Hog River Overhead Conductor Upgrade**
- Energization of 13.8 kV Onyx Drive Line Extension**
- Energization of 13.8 kV Fuesser Road Overhead Line Extension and Conductor Upgrade**
- Energization of 13.8 kV Double Circuit Overhead Line**
- Completion of the 13.8 kV Duct Bank (from North Substation to Boeing Service)**
- Energization of 13.8 kV Boeing Service**
- Energization of 13.8 kV I-64 Underground Circuit**

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 **Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 **Liquidated Damages.** Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not timely achieved. Owner shall be able to recover such actual damages from Design-Builder to the extent it can demonstrate that actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing, in no event shall Design-Builder's liability for actual damages for delays exceed One Hundred Thousand Dollars (\$100,000.00).

5.5 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract.

Article 6

Contract Price

6.1 **Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Ten Million Nine Hundred Thirty Seven Thousand Four Hundred Sixty Four Dollars (\$ 10,937,464) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.1 The construction portion of the contract price is valid through July 31, 2023. After this date, all uncompleted work will be subject to a four percent (4%) annual increase with the exception of specific material, which shall be adjusted based section 6.1.2.

6.1.2 The following Schedule of Value Materials are based on pricing as of November 1, 2021, and based on the units prices listed below. If the supplier pricing varies +/- 5% from the per foot pricing listed below, the percentage difference will be passed along to the Owner, either positive or negative. All material and subcontractors are subject to a ten percent (10% markup). The pricing listed below is before markup.

6.1.2.1	6" PVC conduit schedule 40	\$14.55 per foot
6.1.2.2	15 kV 220 mil 750 MCM AL with 1/3 concentric neutral	\$ 8.52 per lineal ft
6.1.2.3	15 kV 220 mil 750 MCM CU with 1/3 concentric neutral	\$23.06 per lineal ft
6.1.2.4	336.4 KCM ACSR	\$ 1.24 per lineal ft
6.1.2.5	#4/0 AWG ACSR	\$ 0.88 per lineal ft
6.1.2.6	6" SDR13.5 black bore conduit with red stripe	\$11.12 per foot

6.1.3 The adjustments included in sections 6.1.1 and 6.1.2 are applicable to the Contract Price in section 6.1.

6.2 Allowance Items and Allowance Values.

6.2.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.2.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.2.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.2.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.2.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.2.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain ten percent (10%) of each Application for Payment for Labor and Equipment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also not withhold retainage on engineering or materials and reasonably consider reducing or eliminating retainage for Subcontractors completing their work early in the Project.

7.2.2 Within thirty (30) days after Substantial Completion of each milestone or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or

completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one-half percent (1.5%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Brad Myers, City Administrator
City of Mascoutah
3 West Main Street
Mascoutah, IL 62258-2030
bmyers@mascoutah.com
618-566-2964**

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

**Tom Quirk, City Engineer
City of Mascoutah
3 West Main Street
Mascoutah, IL 62258-2030
tquirk@mascoutah.com
618-566-2964**

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Verbal Blakey, PE, CFO
BHMG Engineers, Inc.
630 Jeffco Blvd
Arnold, MO 63010
vblakey@bhmg.com
636-296-8600**

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

**Brent Sizemore, Project Manager
Big D Electrical Contractors, Inc.
1230 Barton Street
Eldorado, IL 62930
bsizemore@bigdelectric.co
618-273-8055**

**Harry Sharp, Safety and Operations Manager
Big D Electrical Contractors, Inc.
1230 Barton Street**

Eldorado, IL 62930
hsharp@bigdelectric.co
618-273-8055

Article 10

Insurance

10.1 Insurance. Design-Builder has procured and will maintain the insurance coverages set forth in the Insurance Certificates, Exhibit 7 attached hereto and in accordance with Article 5 of the General Conditions of Contract.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: NOT USED

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Mascoutah
(Name of Owner)

(Signature)

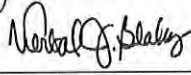
(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

BHMG Engineers, Inc.
(Name of Design-Builder)



(Signature)

Verbal Blakey
(Printed Name)

CFO/Principal
(Title)

Date: 11/1/2021

Exhibit 1 – Design Conditions

Area 1 – Hog River Overhead Conductor Upgrade / Onyx Drive Line Extension

1. 45' wood poles
2. Primary Overhead Conductor 336.4 KCM AWG ACSR "MERLIN"
3. Neutral Overhead Conductor #4/0 AWG ACSR "PENGUIN"
4. Primary Underground Conductor 15 kV EPR 220 mil 750 MCM AL with 1/3 Concentric Neutral
5. Wood pole crossarm guyed Construction
6. Spans to generally match the existing line.
7. Existing pole line is to be removed.

Area 2 – Fuesser Road Overhead Line Extension

1. 45' wood poles
2. Primary Overhead Conductor 336.4 KCM AWG ACSR "MERLIN"
3. Neutral Overhead Conductor #4/0 AWG ACSR "PENGUIN"
4. Wood pole crossarm guyed Construction
5. Spans to generally match the existing line and less than 200 feet for areas without an existing overhead distribution line.
6. Existing pole line is to be removed.

Area 3 – Duct Bank (from North Substation to Boeing Service)

1. 6 - 6" conduit concrete encased duct bank from a manhole MH-1 at the center of the north Substation site to a manhole approximately 75' north of the Rt 161 north right-of-way line, MH-2.
2. 6 - 6" conduit concrete encased duct bank from manhole MH-2 to manhole MH-4, approximately 30' east of the Rt 4 east right-of-way line, with on pass-through manhole MH-3 at approximately half the distance.
3. 6 - 6" conduit concrete encased duct bank from manhole MH-4 to manhole MH-8 on the east side of Rt 4 directly east of the Boeing permanent electric service, with three pass-through manholes, MH-5, MH-6, MH-7 at approximately half the distance.
4. One circuit of Primary Underground Conductor 15 kV EPR 220 mil 750 MCM AL with 1/3 Concentric Neutral from MH-1 to MH-4
5. One circuit of Primary Underground Conductor 15 kV EPR 220 mil 750 MCM AL with 1/3 Concentric Neutral from MH-1 to MH-8

6. One circuit of Primary Underground Conductor 15 kV EPR 220 mil 750 MCM CU with 1/3 Concentric Neutral from MH-1 to MH-8

Area 4 – Double Circuit Overhead Line

1. 50' wood poles
2. 2 Circuits of Overhead Conductor 336.4 KCM AWG ACSR "MERLIN" for Primary Conductors and #4/0 AWG ACSR "PENGUIN" for Neutral Conductors.
3. Wood pole crossarm guyed Construction
4. Spans to generally match the existing line.
5. Existing pole line is to be removed.

Area 5 – Boeing Service

1. 4 - 6" bores from MH-8 the primary metering cabinets on the Boeing property.
2. One circuit of Primary Underground Conductor 15 kV EPR 220 mil 750 MCM CU with 1/3 Concentric Neutral from MH-8 to one Primary Metering cabinet.
3. One circuit of Primary Underground Conductor 15 kV EPR 220 mil 750 MCM CU with 1/3 Concentric Neutral from the Double Circuit line near MH-8 to one Primary Metering cabinet.

Area 6 – I-64 Underground Circuit

1. One circuit of Primary Underground Conductor 15 kV EPR 220 mil 750 MCM AL with 1/3 Concentric Neutral from MH-8 to a 4-position switchgear to be installed approximately 550' north of the centerline of Interstate 64 and 1700' west of the centerline of Route 4 along Hayden Drive.
2. 2 - 6" bores crossing the I-64 IDOT right-of-way.
3. 2 - 6" bores crossing the creek along the Route 4 IDOT right-of-way.
4. 2 - 6" bores crossing the Route 4 IDOT right-of-way just north of MH-8.
5. Installation of six 4-position switchgear units.

Exhibit 2 – Project Clarifications

Ex 2.1 All transferring and/or removing of any Ameren distribution facilities is not included in the scope of this Agreement. Ameren will invoice the Owner directly.

Ex 2.2 This Agreement is based on the Owner purchasing the necessary easements and permits for all construction.

Ex 2.3 The contract price is based on all areas being constructed simultaneously. If there is a time delay between the construction of any of the areas, additional Mobilization/Demobilization will be charged based on the Schedule of Values with appropriate escalators included in section 6.1.1.

Ex 2.4 The contract price does not include any rock removal for the poles. If rock is encountered during the drilling, a rock removal will be charged at time and equipment rates.

Ex 2.5 The contract price does not include any rock removal for the duct bank, conduit or boring installations. If rock is encountered during the drilling, a rock removal will be charged at time and equipment rates.

Ex 2.6 The Agreement does not include crop damage or restoration.

Ex 2.7 The Agreement excludes builder's risk insurance coverage. Should the Owner choose to have this coverage, it will be billed at cost in addition to the contract amount.



BIG D ELECTRICAL CONTRACTORS, INC.
Transmission, Distribution, Substations
www.bigdelectric.co

Hourly Rates
Labor Schedule
IBEW Local 309 Rates Starting 12/6/2021

LABOR BILLING RATES			
CLASSIFICATION	Regular Rates	Overtime Rates	Double Time Rates
General Foreman	\$150.21	\$196.78	\$243.34
Foreman	\$141.05	\$184.78	\$228.51
Lineman	\$132.12	\$173.08	\$214.04
1 st Step App	\$79.53	\$104.19	\$128.84
2 nd Step App	\$86.10	\$112.79	\$139.48
3 rd Step App	\$92.69	\$121.42	\$150.15
4 th Step App	\$99.25	\$130.02	\$160.79
5 th Step App	\$105.82	\$138.62	\$171.42
6 th Step App	\$112.40	\$147.25	\$182.10
7 th Step App	\$118.97	\$155.85	\$192.73
Groundsman Operator Class I & II	\$109.80	\$143.84	\$177.88
Groundsman Truck Driver	\$109.80	\$143.84	\$177.88
Groundsman	\$89.73	\$117.54	\$145.36

NOTES:

1. Above rates include labor, overhead and profit.
2. Hourly rate for Groundman does not include 1/3 hour at time and one half.
3. Rates will be updated when IBEW Local 309 renews the contract December 2022.
4. Three hours show-up time will be charged if unable to work because of inclement weather.

EQUIPMENT RENTAL RATES (LISTING ATTACHED)

NOTES:

1. No show-up time will be charged per equipment if unable to work because of inclement weather and equipment does not leave show-up.
2. Special rental and lease equipment, other than listed in this contract, will be actual cost plus 15%.



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Hourly Rates
Equipment Schedule

EQUIPMENT BILLING RATES	
Equipment	Hourly Rates
Air Compressor (with tools)	\$22.00
ATV	\$12.90
Bobcat skid steer	\$27.25
Concrete Vibrator	\$4.50
Conductor Tensioner	\$48.00
Dozer (D5 or equivalent)	\$39.00
Dozer (D6 or equivalent)	\$49.00
Generator - Portable Electric	\$4.50
Hydraulic Compression Tools (60 ton)	\$6.00
Mini Excavator	\$27.95
Rollback Truck	\$21.40
Rope Puller (3-4 reel)	\$26.50
Rope Puller (up to 2 reel)	\$65.00
Service Truck	\$35.00
Trailer - Box (per day)	\$12.00
Trailer - Equipment / Cargo	\$6.00
Trailer - Large Equipment / Pintel Hitch	\$10.00
Trailer - Lowboy - 3 axle	\$16.75
Trailer - Material flatbed	\$6.50
Trailer - Office (per day)	\$21.00
Trailer - Pole	\$4.95
Trailer - Pole - Tandem Axle	\$7.75
Trailer - Wire - Tandem Axle up to 4 wire reel stand	\$20.00
Trailer - Wire - Tandem Axle up to 4 wire reel stand, large diameter reel	\$22.00
Trencher (6510)	\$28.90
Trencher (Walk behind)	\$18.25
Truck - Bucket - up to 100'	\$80.25
Truck - Bucket - up to 55'	\$38.75
Truck - Bucket - up to 65'	\$48.25
Truck - Dump	\$22.75
Truck - Line - 4 Wheel Drive	\$40.00
Truck - Line - over 29,000 lbs.	\$63.25
Truck - Line - thru 18,000 lbs.	\$34.25
Truck - Pickup 1/2 ton	\$14.25
Truck - Pickup 3/4 ton	\$20.50
Truck - Semi Tractor	\$36.50

NOTES:

1. No show-up time will be charged per equipment if unable to work because of inclement weather and equipment does not leave show-up.
2. Special rental and lease equipment, other than listed in this contract, will be actual cost plus 15%.

Exhibit 4 – Project Schedule

Ex 4.1 Due to the varying lead times on materials, an area-by-area project schedule cannot be developed at this time.

Ex 4.2 The listed contract amount is based on a completion date of July 31, 2023. In order to accelerate the construction to a completion date of December 31, 2022, a labor premium of \$1,725,000 will be added to the contract amount.



Exhibit 5 - Project Schedule of Values

Project: Mascoutah 13.8 KV Upgrades
 Application No. _____
 Application Date: _____
 Period _____

No.	Description of Work Item	Scheduled Value	Material Escalator	Escalator at 7/31/2023	Final Scheduled Value (1+2+3)	Value of Work Completed To Last Application		Materials Stored (Not in 4 or 5)	Total Value (5+6+7)	% Complete (8/4)	Amount Retained
						5	6				
1	Engineering	497,586.00			497,586.00				\$0.00	0.00%	
2	Easement Acquisition and Staking	90,079.00			90,079.00				\$0.00	0.00%	
3	Construction Management	398,069.00			398,069.00				\$0.00	0.00%	
4	Mobilization	13,500.00			13,500.00				\$0.00	0.00%	
5	OH/UG Construction Along Hog River & Onyx Drive - L&E	617,868.84			617,868.84				\$0.00	0.00%	
6	OH/UG Construction Along Hog River & Onyx Drive - Materials	284,669.60			284,669.60				\$0.00	0.00%	
7	OH/UG Construction Along Hog River & Onyx Drive - ACSR	24,563.00			24,563.00				\$0.00	0.00%	
10	OH/UG Construction Along Hog River & Onyx Drive - UG Cond	84,348.00			84,348.00				\$0.00	0.00%	
11	OH/UG Construction Along Hog River & Onyx Drive - Boring	58,751.20			58,751.20				\$0.00	0.00%	
12	OH/UG Construction Along Hog River & Onyx Drive - Excavation	107,525.00			107,525.00				\$0.00	0.00%	
13	OH Construction Along Fuesser Road - L&E	185,686.30			185,686.30				\$0.00	0.00%	
14	OH Construction Along Fuesser Road - Materials	144,901.00			144,901.00				\$0.00	0.00%	
15	OH Construction Along Fuesser Road - ACSR	24,563.00			24,563.00				\$0.00	0.00%	
16	Duct Bank Installation - L&E	1,401,929.47			1,401,929.47				\$0.00	0.00%	
17	Duct Bank Installation - Materials	833,542.60			833,542.60				\$0.00	0.00%	
18	Duct Bank Installation - Conduit	846,927.40			846,927.40				\$0.00	0.00%	
19	Duct Bank Installation - UG Conductor	646,143.30			646,143.30				\$0.00	0.00%	
20	Duct Bank Installation - Boring	768,335.70			768,335.70				\$0.00	0.00%	
21	Duct Bank Installation - Excavation	537,625.00			537,625.00				\$0.00	0.00%	
22	Route 4 - Double Circuit - L&E	222,835.97			222,835.97				\$0.00	0.00%	
23	Route 4 - Double Circuit - Materials	131,455.45			131,455.45				\$0.00	0.00%	
24	Route 4 - Double Circuit - ACSR	45,889.80			45,889.80				\$0.00	0.00%	
25	Boring Service - L&E	123,699.65			123,699.65				\$0.00	0.00%	
26	Boring Service - Materials	15,563.37			15,563.37				\$0.00	0.00%	
27	Boring Service - Conductor	50,224.68			50,224.68				\$0.00	0.00%	
28	Boring Service - Boring	107,165.05			107,165.05				\$0.00	0.00%	
29	I-64 UG Circuit - L&E	976,098.00			976,098.00				\$0.00	0.00%	
30	I-64 UG Circuit - Materials	334,565.70			334,565.70				\$0.00	0.00%	
31	I-64 UG Circuit - Conduit	250,445.80			250,445.80				\$0.00	0.00%	
32	I-64 UG Circuit - UG Conductor	408,010.02			408,010.02				\$0.00	0.00%	
33	I-64 UG Circuit - Boring	261,286.90			261,286.90				\$0.00	0.00%	
34	I-64 UG Circuit - Excavation	430,100.00			430,100.00				\$0.00	0.00%	
35	Demobilization	13,500.00			13,500.00				\$0.00	0.00%	
TOTAL		10,937,464.00	0.00	0.00	10,937,464.00	0.00	0.00	0.00	0.00	0.00%	\$0.00

Exhibit 6 – Permit List & Easement Acquisition

- Ex 6.1** Owner's Permit List
N/A
- Ex 6.2** Design-Builder's Permit List
IDOT Highway Crossing - Route 4 (4 locations, 14 bores)
IDOT Highway Crossing - Route 161 (1 location, 6 bores)
IDOT Highway Crossing - Interstate 64 (1 location, 2 bores)
Railroad Crossing – Norfolk Southern Railroad (1 location, 6 bores) – fee to be paid by Owner
- Ex 6.3** Easement Acquisition Services by Hanson Engineering – easement costs to be paid by the Owner.

Hanson Professional Services Inc.
Amendment
LEGL0200- 21E0018
Amendment No. 1

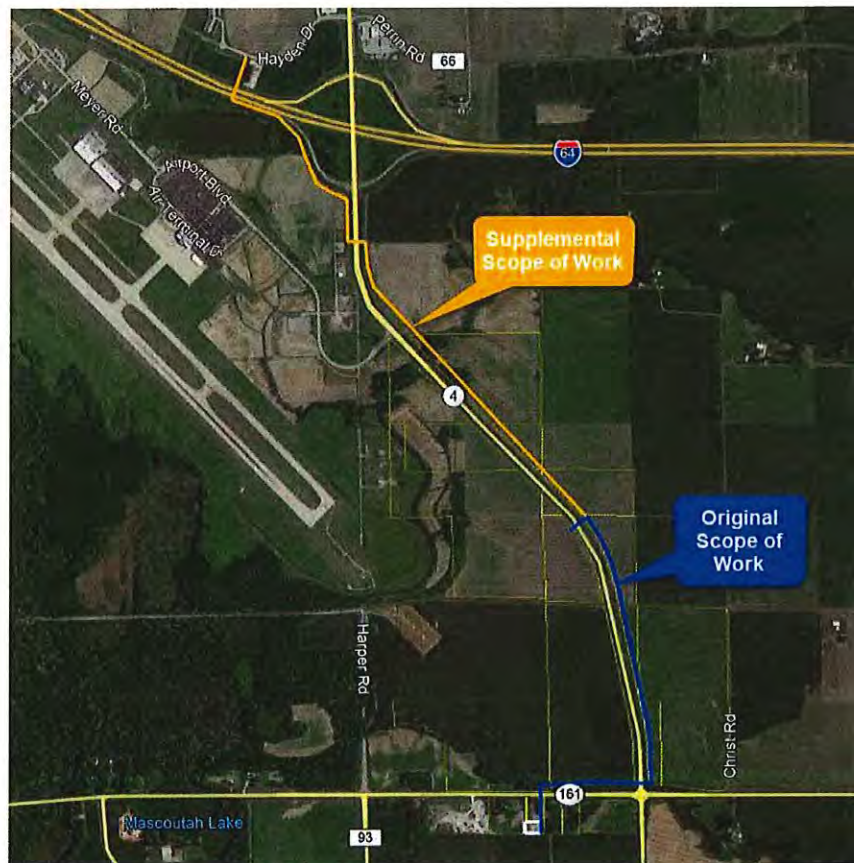
WHEREAS, BHMG Engineers, Inc., subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson," have previously entered into a Master Professional Services Agreement dated July 8, 2019, and began work in connection with the Mascoutah Northern Underground Duct Bank Extension, subsequently referred to as "Project," and

WHEREAS, the Client has ordered certain additions to the services being provided by Hanson for the Project.

NOW, THEREFORE, this AMENDMENT is made this 4th day of August, 2021 to revise the Scope of Services and Cost of Services as provided herein. All other terms and conditions of the Agreement remain unchanged.

The Scope of Services is modified as follows:

The location of the underground duct bank extension will extend to the north side of Interstate 64 as depicted in orange in the image below.



The Cost of Services is modified as follows:

Cost of Services in Agreement	\$	29,900
Total of Previous Amendments	\$	0
Increase this Amendment	\$	20,000
Cost of Services with all Amendments	\$	49,900

Client and Hanson hereby agree to and accept the terms as stated herein.

Hanson Professional Services Inc.

BHMG Engineers, Inc.

By: *Mark Heyon*

By: _____

Title: Assistant Vice President

Title: _____

Date: 8-9-2021

Date: _____

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council
FROM: Brad Myers, City Manager
SUBJECT: **Resolution of Authorization – Easement Agreement
Roy A. Waller et al**

MEETING DATE: November 1, 2021

REQUESTED ACTION:

Council approval to rescind Resolution No. 21-22-04 and Council approval and adoption of resolution authorizing the execution of a settlement agreement, deed of easement and right-of-way for electrical utilities.

BACKGROUND & STAFF COMMENTS:

The City is in the process of the Phase II Electric Utility Project and acquiring the needed utility easements. Settlement agreement was reached with Roy A. Waller et al on May 17, 2021, but now requires a settlement payment adjustment after further discussions. Council approval by resolution for the City to execute the required documents and authorize amended payment is required.


RECOMMENDATION:

Council approval to rescind Resolution No. 21-22-04 and adopt new Resolution.


SUGGESTED MOTIONS:

I move that the Council rescind Resolution No. 21-22-04 and approve and adopt Resolution No. 21-22-__, a resolution to authorize the Mayor or City Manager to execute any and all documents to procure settlement agreement, deed of easement and right-of-way for electrical utilities with Roy A. Waller et al in the amount of \$135,000.00 in conjunction with the 138KV Phase II Project.

Prepared By:


Melissa A. Schanz
City Clerk

Approved By:


Brad Myers
City Manager

Attachment: A – Resolution

RESOLUTION NO. 21-22-__

A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE SETTLEMENT AGREEMENT, DEED OF EASEMENT AND RIGHT-OF-WAY FOR ELECTRICAL UTILITIES WITH ROY A. WALLER ET AL.

WHEREAS, the City of Mascoutah owns its own electrical distribution system and has the responsibility to provide power to its residents; and

WHEREAS, the City of Mascoutah is in the process of obtaining easements and right-of-ways for electrical utilities for an electric utility project to provide capacity to the north end of the city and connect to Ameren Illinois' new ring bus interconnect; and

WHEREAS, these agreements, utility easements and right-of-ways for electrical utilities are necessary for the completion of the utility project.

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

SECTION 1: That the Mayor or City Manager of the City of Mascoutah is hereby authorized to execute any and all documents to procure a settlement agreement, deed of easement and right-of-way for electrical utilities with "Roy A. Waller, as Trustee of the Roy A. Waller Declaration of Trust and Mary Ann Waller, as Trustee of the Mary Ann Waller Declaration of Trust" in conjunction with the 138KV Phase II Project for the property identified as permanent parcel #15-06-0-400-025 with legal description marked as Exhibit A and as shown on Exhibit B and incorporated herein.

SECTION 2: That the Mayor and City Manager are authorized on behalf of the City and the City Council of the City of Mascoutah to execute any and all documents necessary to rescind payment of \$125,000.00 and execute payment of \$135,000.00 in the form of a cashier's check or certified check per terms of settlement agreement.

PASSED AND APPROVED by the City Council of the City of Mascoutah, Illinois on the 1st day of November, 2021.

AYE's —
NAY's —
ABSENT —

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council

FROM: Brad Myers – City Manager

SUBJECT: **Annual Meeting Schedule**

MEETING DATE: November 1, 2021

REQUESTED ACTION:

Approval of resolution adopting the annual meeting schedule.

BACKGROUND & STAFF COMMENTS:

Each year, municipalities must prepare and make available a schedule of all its regular meetings for the next calendar year per 5 ILCS 120/2.03. Although the statute does not require the annual meeting schedule be adopted, recently the PAC office of the Illinois Attorney General has taken the position that if a public body does not adopt an annual schedule of regular meetings, then every meeting of that municipalities is considered a special meeting, so then each meeting would be required to follow the requirements for special meetings under the OMA. Therefore, in order to avoid any possible OMA violations through the PAC office, each municipality has been advised to formally adopt the annual meeting schedule.

RECOMMENDATION:

Council approval of Resolution, as attached.

SUGGESTED MOTION:

I move that the City Council approve and adopt Resolution No. 21-22-__, a Resolution Adopting the Annual Meeting Schedule of the City of Mascoutah.

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

Approved By: Brad Myers
Brad Myers
City Manager

Attachments: A – Resolution
B – Annual Meeting Schedule

RESOLUTION 21-22-__

**A RESOLUTION ADOPTING THE ANNUAL MEETING SCHEDULE
OF THE CITY OF MASCOUTAH, ILLINOIS**

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.03, the City of Mascoutah has set the schedule of all its regular meetings for the 2022 calendar year, listing the times and places of such meetings as set forth on Exhibit "A" attached hereto.

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

SECTION ONE: The Annual Meeting Schedule set forth on Exhibit "A" attached hereto is hereby adopted; and

SECTION TWO: This resolution shall be in full force and effect from and after its passage.

PASSED and APPROVED by the Mascoutah Mayor and City Council this 1st day of November, 2021.

Mayor

ATTEST:

City Clerk
(SEAL)

**CITY OF MASCOUTAH
2022 MEETING SCHEDULE**

CITY HALL HOLIDAYS:

- Martin Luther King, Jr. Day – Monday, January 17
- President’s Day – Monday, February 21
- Good Friday – Friday, April 15
- Memorial Day – Monday, May 30
- Independence Day – Monday, July 4
- Labor Day – Monday, September 5
- Veterans Day – Friday, November 11
- Thanksgiving Day – Thursday, November 24
- Day after Thanksgiving – Friday, November 25
- Christmas Day – Monday, December 26
- New Year’s Day – Monday, January 2, 2023

CITY COUNCIL MEETINGS: Council Chambers, 7 p.m. (1st & 3rd Mondays, unless noted)

- Monday, January 3
- Tuesday, January 18
- Monday, February 7
- Tuesday, February 21
- Monday, March 7
- Monday, March 21
- Monday, April 4
- Monday, April 18
- Monday, May 2
- Monday, May 16
- Monday, June 6
- Monday, June 20
- Tuesday, July 5
- Monday, July 18
- Monday, August 1
- Monday, August 15
- Tuesday, September 6
- Monday, September 19
- Monday, October 3
- Monday, October 17
- Monday, November 7
- Monday, November 21
- Monday, December 5
- Monday, December 19

LIBRARY BOARD: Library, 7:30 p.m. (3rd Tuesdays)

- Tuesday, January 18
- Tuesday, March 15
- Tuesday, May 17
- Tuesday, August 16
- Tuesday, September 20
- Tuesday, November 15

PARKS & RECREATION COMM: Downstairs Conference Room, 7 p.m. (2nd Wednesdays)

- Wednesday, January 12
- Wednesday, March 9
- Wednesday, May 11
- Wednesday, June 8
- Wednesday, July 13
- Wednesday, August 10
- Wednesday, October 12

**CITY OF MASCOUTAH
2022 MEETING SCHEDULE**

PLANNING COMMISSION: Council Chambers, 7 p.m. (3rd Wednesdays)

- Wednesday, January 19
- Wednesday, February 16
- Wednesday, March 16
- Wednesday, April 20
- Wednesday, May 18
- Wednesday, June 15
- Wednesday, July 20
- Wednesday, August 17
- Wednesday, September 21
- Wednesday, October 19
- Wednesday, November 16
- Wednesday, December 21

CEMETERY BOARD: Downstairs Conference Room, 8:30 a.m. (quarterly, 1st Thursdays)

- Thursday, February 3
- Thursday, May 5
- Thursday, August 4
- Thursday, November 3

ECONOMIC DEVELOPMENT COMMISSION: Downstairs Conference Room, 6:00 p.m.
(1st Tuesday every other month)

- Tuesday, January 4
- Tuesday, March 1
- Tuesday, May 3
- Tuesday, July 5
- Tuesday, September 6
- Tuesday, November 1

OTHER CITY COMMISSIONS' MEETINGS: (meet at City Hall)

- Finance Commission – meet as needed
- Fire & Police Commissioners Board – meet as needed
- Police Pension Board – meet as needed
- Zoning Board of Appeals – meet as needed (4th Wednesdays)

**CITY OF MASCOUTAH
Staff Report**

TO: Mayor & City Council
FROM: Brad Myers, City Manager
SUBJECT: **Final Plat, Thomas Estates (first reading)**
MEETING DATE: November 1, 2021

REQUESTED ACTION:

Council consideration of approval of a final plat for a minor subdivision for Thomas Estates generally located north of Fuesser Road, east of 6th Street, and west of Progress Parkway and Airworld Centre Way by adoption of ordinance.

BACKGROUND & STAFF COMMENTS:

The applicant, 5K LLC c/o Brandon Kruse through Joseph Langhauser of Abacus Professional Services, is desiring to subdivide four parcels as follows:

- Parent parcels identified as 10-19-0-200-006, 10-19-0-200-007, and 10-19-0-200-017 will be subdivided as identified on Sheet 2 into three new parcels. All parcels are currently zoned General Industrial and the new subdivided parcels will remain that zoning classification at this time.
- Parent parcel identified as 10-19-0-400-003 will be subdivided as identified on Sheet 3 into three new parcels. This parcel is currently zoned Light Industrial and the new subdivided parcels will remain that zoning classification at this time.

This final plat is being done under a minor subdivision since no earth will be moved and no utilities will be installed.

STAFF RECOMMENDATION:

Staff recommends approval of the final plat for Thomas Estates.

SUGGESTED MOTION:

I move that the City Council approve and adopt Ordinance No. 21-___, approving the Final Plat for Thomas Estates, subject to attached Conditions of Approval.

Approved By: 
Brad Myers
City Manager

Prepared By: 
Kari D. Speir
Assistant City Manager

Attachments: A – Conditions of Approval
B – Ordinance
C – Aerial / Parcel Map

D – Zoning Map
E – Final Plat

CONDITIONS OF APPROVAL

Thomas Estates Minor Subdivision Final Plat

Date: November 1, 2021

1. All items under Section 34-12-3(b) of the City Code shall be required prior to development.
2. Detailed drainage plan shall be submitted and approved by staff prior to development.
3. Details of proposed utilities will be required prior to development.
4. Possible extension of Progress Parkway and/or Airworld Centre Way will need to be discussed with staff prior to development.

Attachment A

ORDINANCE NO. 21-__

FINAL PLAT, THOMAS ESTATES MINOR SUBDIVISION

An Ordinance approving the Final Plat for Thomas Estates Minor Subdivision, generally located north of Fuesser Road, east of 6th Street, and west of Progress Parkway and Airworld Centre Way.

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 minor subdivision plat for Thomas Estates, generally located north of Fuesser Road, east of 6th Street, and west of Progress Parkway and Airworld Centre Way (parent parcel numbers 10-19-0-200-006, 10-19-0-200-007, 10-19-0-200-017, and 10-19-0-400-003). Being a subdivision of part of the City of Mascoutah, St. Clair County, Illinois as prepared by Abacus Professional Services 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 15th day of November, 2021, 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	—	—	—	—
Doug Elbe	—	—	—	—
Pat McMahan	—	—	—	—

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 15th day of November, 2021.

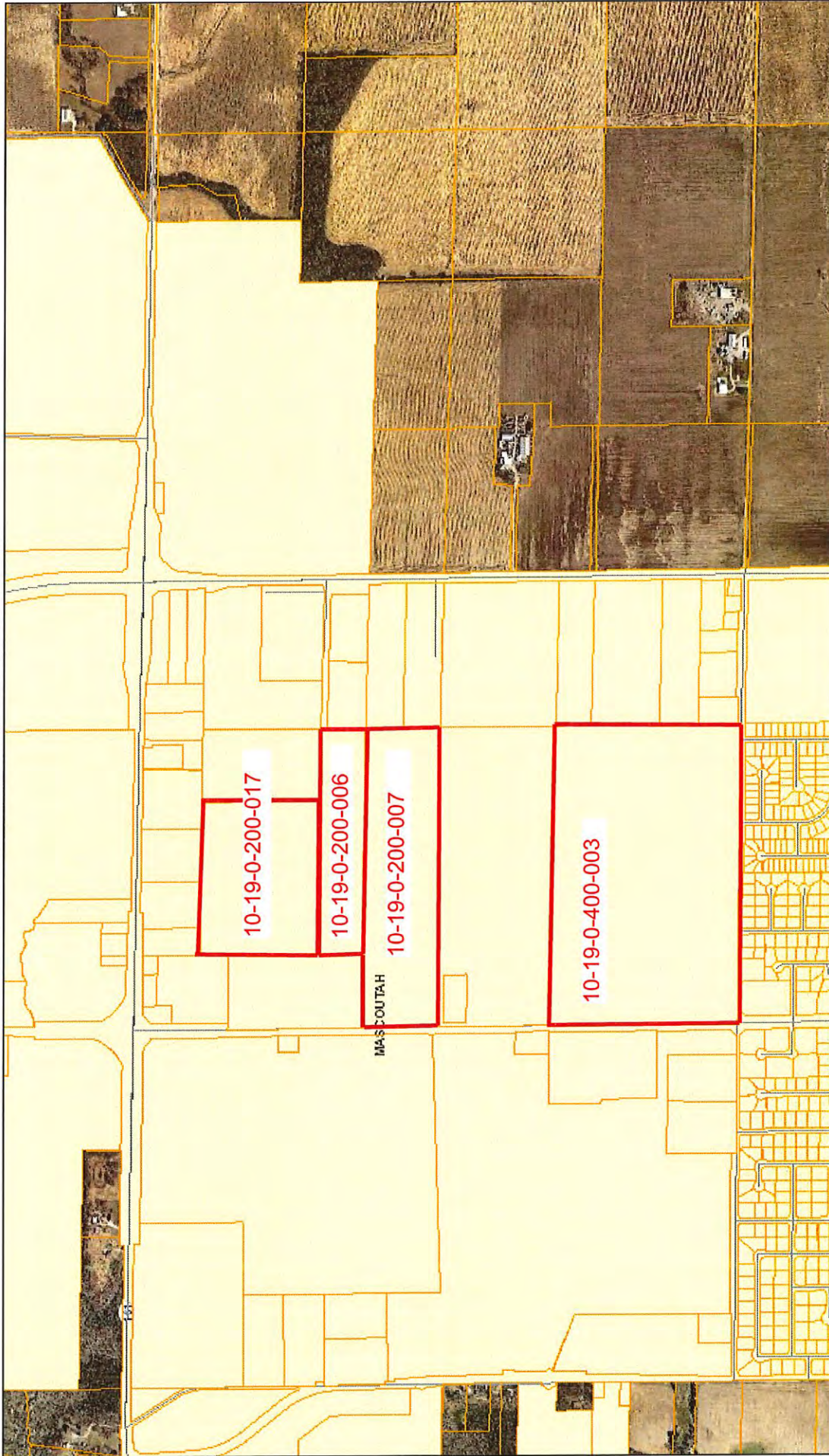
ATTEST:

Mayor

City Clerk
(Seal)

Attachment B

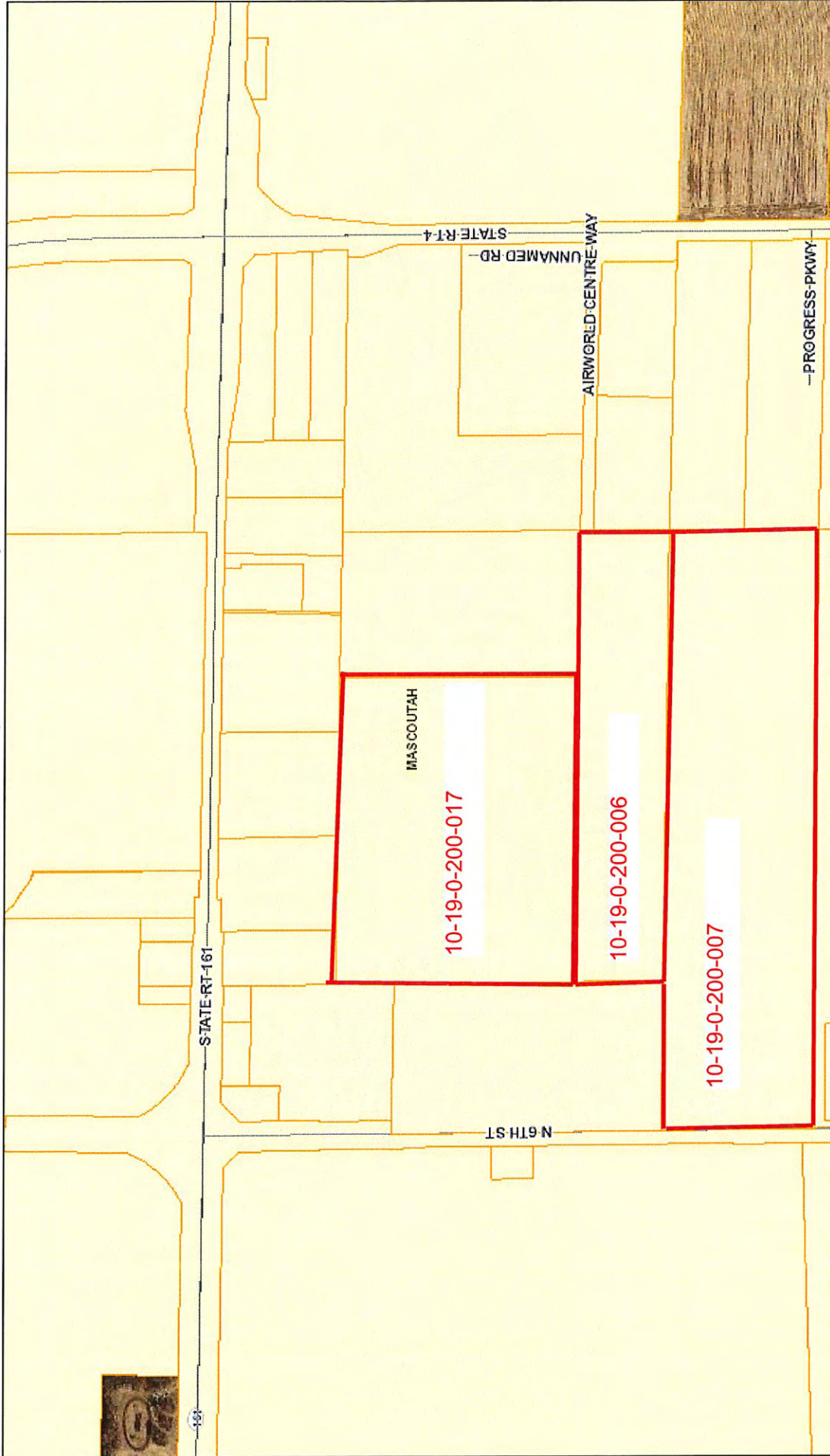
St Clair County Parcel Map



Final Plat - Thomas Estates Minor Subdivision

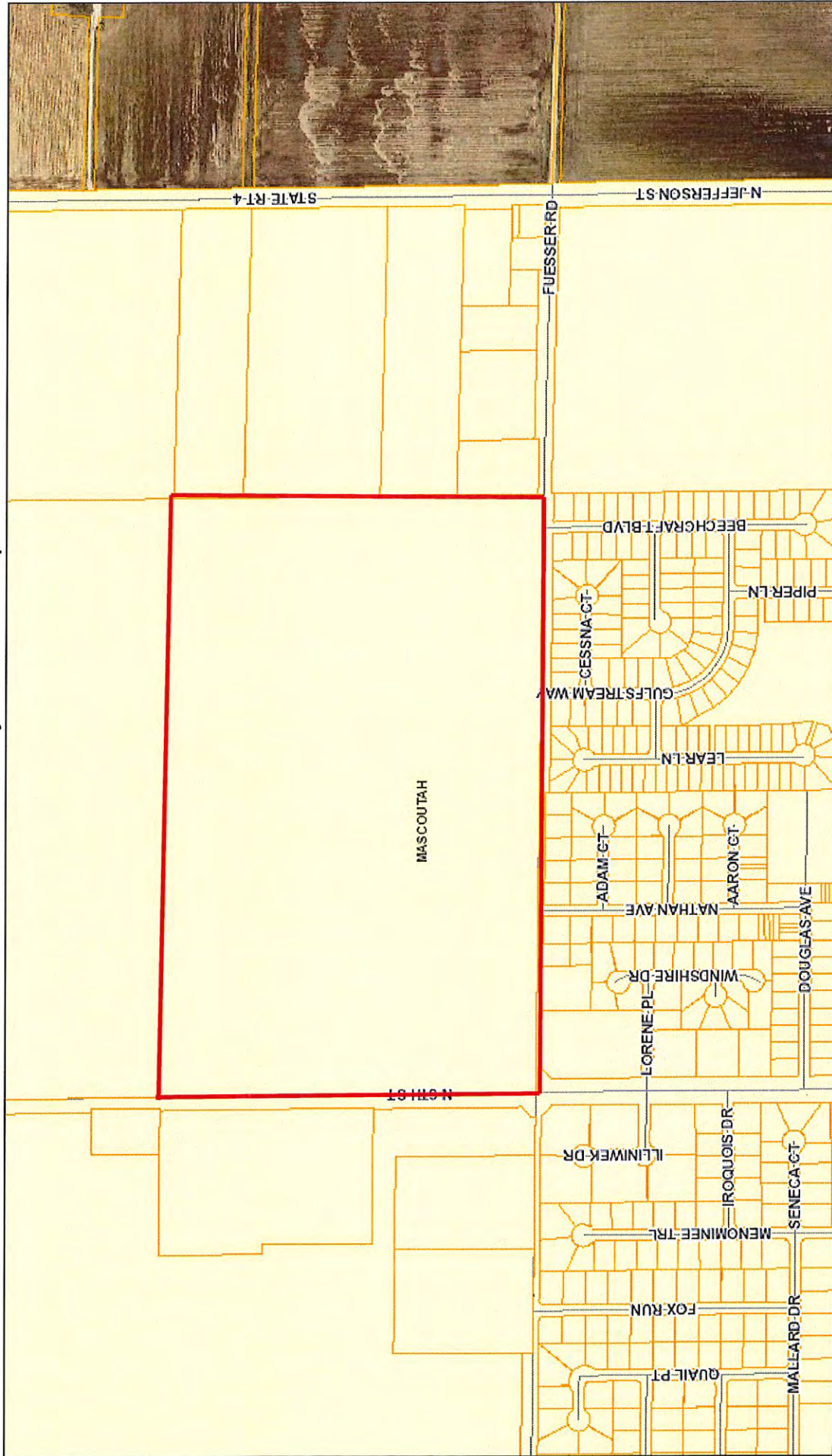
Attachment C

St Clair County Parcel Map



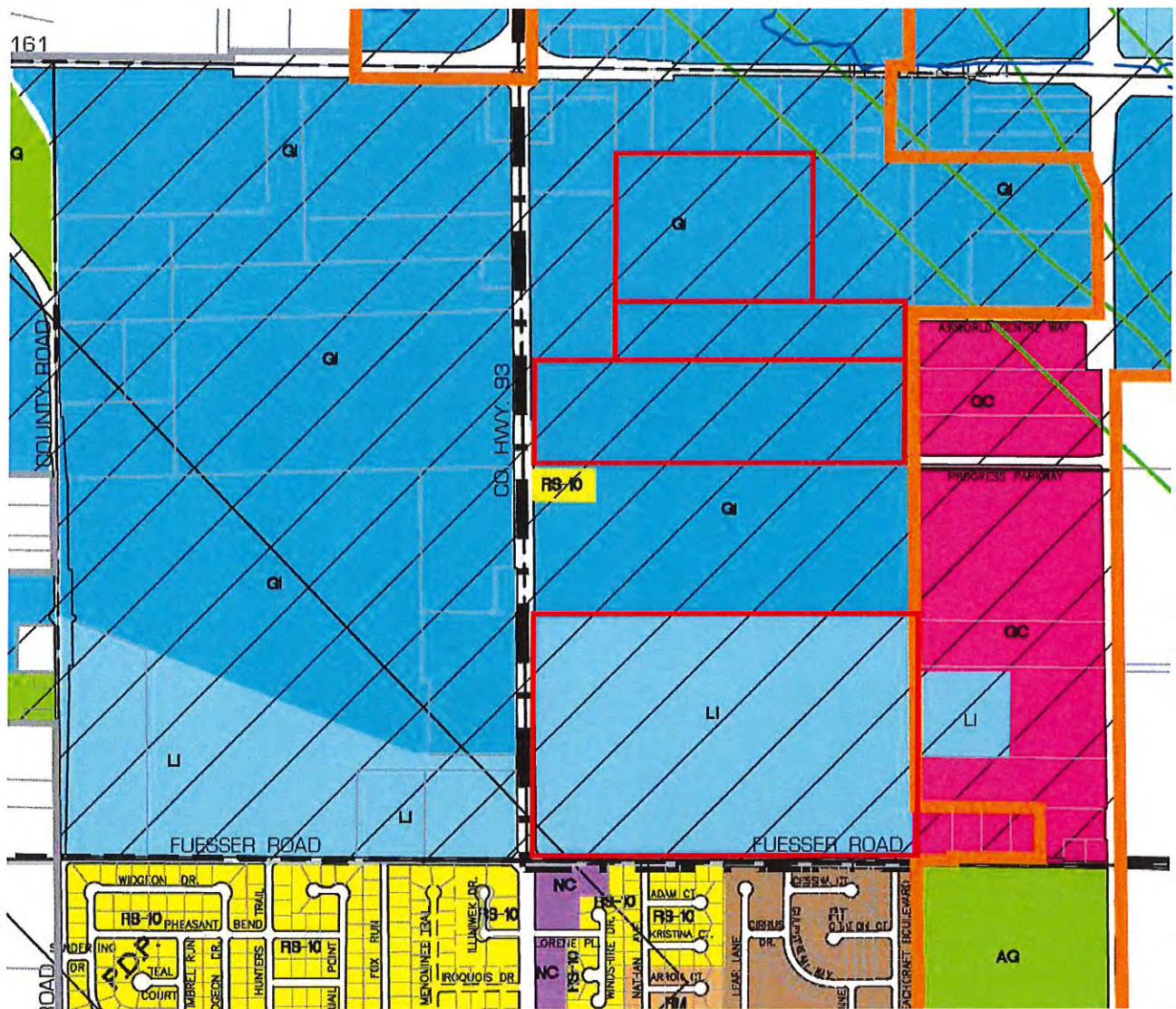
Final Plat - Thomas Estates

St Clair County Parcel Map



Parent parcel 10-19-0-400-003
Thomas Estates Final Plat

Location / Zoning Map
Thomas Estates Minor Subdivision



Attachment D