

CITY OF EL PASO

CITY COUNCIL MEETING AGENDA

125 W Front Street
Monday, April 6, 2015
7:30 PM

A. Call to Order

B. Pledge of Allegiance

C. Roll Call:

Ron Mool	Mayor
John Benedict	Ward I
Dick Jones	Ward I
Scott Crump	Ward II
J W Price	Ward II
Chuck Burton	Ward III
Robert Roberts	Ward III

D. Approval of Agenda

E. Consent Agenda:

- A. Consideration and approval of the minutes for the March 16, 2015 City Council Meeting.
- B. Consideration and approval of the Treasurer's Report for March 30, 2015.

F. Public Comments:

G. New City Council Business:

- A. Consideration and approval to appoint two people to the zoning board.
- B. Consideration and approval for a sales tax agreement with MKM Oil.
- C. Consideration and approval of an agreement with the Fire Explorers to do a fundraiser regarding filling swimming pools.

H. Mayor's Report:

I. City Council Comments:

J. Staff Reports:

A. City Clerk

B. City Attorney

K. Adjourn :

El Paso City Council
Regular Meeting Minutes
March 16, 2015

A regular meeting of the El Paso City Council was called to order by Mayor Mool on March 16, 2015 at 7:30 PM.

Council Members Present: Benedict, Jones, Roberts, and Burton. Absent: Price and Crump.

Also Present: Attorney Stoller, Karen Tallman, Gene Heller, Chief Price, Officer Clark, Darrell Duley, Randy & Shari Garrels, Jim McWilliams, Harold Burtis, Public Works Director Hunsinger, Parks and Recreation Director Martin, Utilities Director Arbuckle, Alex Brucker, and Jennie Kearney

Pledge of allegiance to the flag was recited.

Approval of Agenda: Mayor Mool motioned to remove the executive session from agenda. Roll call taken Benedict and Jones no, Burton and Roberts yes, Mayor Mool voted yes to break the tie.

Consent Agenda:

City Council Minutes: The minutes of the March 2, 2015 City Council Meeting were presented in written form.

Treasurers Report for month ending February 28, 2015 showing investments, revenue, and expenses was presented in written form.

Register of Bills: The Register for March 2015 was presented in the amount of \$76,915.39.

Approval of consent agenda: Motion by Jones, seconded by Burton to approve items on consent agenda as presented. Voice vote taken of all ayes.

Public Comments: None.

New City Council Business:

Consideration and approval to offer a bid to purchase land. Motion by Burton, seconded by Roberts. Roll call taken Jones, Burton, and Roberts yes, Benedict abstained.

Mayor's Report: Mayor Mool read a letter from Laborers for Diabetes to collect on Rt. 24 and Rt. 251 on June 20. The police union contract is in negotiations.

City Council Comments: Chuck Burton has some concerns about some of our alleys that need attention.

Staff Reports:

Police Chief: Jeff passed out a letter regarding the dog/ horse bite. Officer Clark has been injured so the department is short an officer.

Public Works Director: Bob reported that cold patch is being put down.

Parks and Recreation Director: Brandon reported spring soccer registration is under way. Baseball and softball games are starting.

Utilities Director: Chuck reported the El Paso Fire Explorers are interested in a fundraiser to fill swimming pools.

City Clerk: Absent.

City Attorney: Nothing to report. .

Motion by Jones, seconded by Burton to adjourn. Voice vote taken of all ayes. Meeting adjourned at 8:46 PM.

Respectfully Submitted,

Karen Tallman, Administrative Assistant

City of El Paso & El Paso Fire Explorers

The Explorers Group of the El Paso Fire Department are wishing to offer to the public a service to fill personal swimming pools in and around El Paso.

This hopes to be both training and as a fund raiser for them.

Details and plans

1. Supervision and drivers will be adult members of El Paso Fire Department.
2. Explorers will purchase water at a rate of \$1.32 per hundred gallons. City will provide a meter and all delivered water will pass through. Payment will be calculated on meter usage.
3. Program will run for about a month starting in late April 2015. Program will be finished when meter is returned, about June 1, 2015. Billing and payment should be made soon after this.
4. The City knows that the Explorers will be adding a delivery fee and will be reselling purchased water.
5. Water will be loaded from water tower at public works building near Orange and Jefferson Streets. Most water will come from this location, but in rare occasions it is known they may fill trucks at El Paso Fire Station, 249 E. Front St.
6. Orders and deliveries dates will be e-mail to Enterprise Manager each week prior to start of week.
7. Each evening if over 10,000 gallons is drawn from water system, an e-mail with total drawn will be sent to Enterprise Manager.
8. This being a new program, additional items may need to be agreed upon.

General provisions approved by El Paso City Council, April 6, 2015.

LEASE AGREEMENT

THIS AGREEMENT made and entered into this Eighteenth day of March 2015, by and between the CITY OF EL PASO (hereafter referred to as the "Lessor"), and Terry Giosta d/b/a Home Shop Internet Service, (hereafter referred to as the "Lessee").

WITNESSETH

WHEREAS, the Lessor owns and maintains the South Water Tower located in El Paso, IL

WHEREAS, the Lessee desires to lease the South Water Tower in El Paso, IL

NOW, THEREFORE, for and in consideration of the monetary consideration stated herein and in consideration of the understandings, terms, and conditions, hereafter set forth, the Lessor agrees to permit the Lessee to lease said tower for the period stated herein and referenced in paragraph 14.

TERMS AND CONDITIONS

- * In consideration of this Agreement, the Lessee shall provide to the Lessor for the term of this Agreement, \$ 150.00 per month
- * The Lessee shall have the right of ingress and egress over the property for the purpose of operation and maintenance of its equipment, used in its communications business.
- * Location being commonly known as the South Water Tower located in El Paso IL
- * The Lessor shall not allow any transmitters to be placed within 40 feet of the lessee equipment that operates within the unlicensed frequency spectrum ranges of 2.4 ghz and 5.8 ghz and 900 mhz without the written consent of the lessee.
- * The Lessor will provide a 120 volt power source, with a minimum of 3 amp service. The Lessor shall not be responsible for emergency power. The Lessor shall not be liable for outage caused by natural events or those due to the utility provider failure. In the event the Lessor would during normal maintenance require a reasonable amount of outage time. The Lessor shall provide email notice to the Lessee 10 days prior to the outage. If time is not allowed for this then the Lessor shall notify the Lessee by phone or email as soon as possible of the time of the outage and its expected duration.
- * The Lessee shall be responsible for maintaining and repairing its equipment and shall be responsible for paying the costs for labor, materials, and supplies which are expended as a result of repair and maintenance to its equipment
- * The Lessee shall observe all sanitary laws and regulations applicable to the property, and shall keep the property in a neat and orderly condition.

* The Lessee Shall in no way allow its Equipment to interfere with the operations of the water tower and city equipment on the water tower.

* It is mutually understood and agreed upon that the property and authority herein shall be subject to any easements, rights of way, mineral reservations or other rights upon, over, across or under the property now outstanding with third persons. The Lessor also retains to itself, its successors, or assignees, the right to use the property for its own purposes, so long as such use does not interfere with the operation, repair or maintenance of the Lessee's equipment and functions.

* The Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorney's fees, and charges which the Lessor or the Lessee may have to pay by reason of injury to any person or property, loss of life or property resulting from the condition or Lessee's use of this property unless such injury or loss arises directly from the negligence of the Lessor, or any of its agencies, officers or employees, while acting within the scope of their employment.

* The Lessee shall be required to obtain, from a reputable insurance company authorized to do business in the State of Illinois, and carry liability or indemnity insurance providing as a minimum, limits of \$100,000 per person (personal injury) in any one claim; \$100,000 for damage to the property suffered or alleged to have suffered, by any person or persons as the result of the operations conducted on the property; and an aggregate limit of \$300,000 for any number of persons or claims arising from any one incident with respect to bodily injuries; property damage or death resulting thereof.

* The employees or agents of the Lessor shall have the right to enter upon the property at all times during the term of this agreement for inspection of the property and for any other activity related to its operations on the property.

* If at any time during the period in which this Agreement is in effect, the Lessee defaults on any obligation incurred hereunder; then this Agreement shall be subject to termination by the Lessor. All rights and benefits herein conferred shall be deemed forfeited and the Lessee shall quietly surrender possession of the demised property to the Lessor, provided, however, that before any termination shall occur under this paragraph, the Lessee shall be given written notice and be allowed thirty(30) days from the date of delivery of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.

* In the event of a termination for default, the Lessee will be responsible for paying to the Lessor any monetary sums due the Lessor as stated above in paragraph 2, up to and including the effective date of termination.

* This Agreement shall not be modified, altered or amended, except by an "Amendment to Lease Agreement," executed by all parties to this Agreement

* The term of this Agreement shall be for a period of 7 years from the effective date of this Agreement. The effective date of this Agreement shall be the date as prescribed in the preamble to the agreement on page 1. This Agreement shall automatically renew for successive 7 year terms unless either party notifies the other of its intention to terminate the Agreement with written notice sixty (60) days prior to the expiration of each respective term. Notwithstanding the foregoing, Lessee may terminate this Agreement at any time with sixty (60) days prior written notice.

* The terms, conditions, and agreements made and entered into by the parties herein are declared and agreed to be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and/or assigns.

* This Agreement may not be assigned by either party without prior written notice to the other party. However, nothing in this Agreement shall prevent the Lessee from assigning this Agreement as collateral security for any obligations of the Lessee.

* The Lessor in the event of a natural disaster may choose to not replace the tower or the tower may be unable to be used for an extended period of time. The Lessee shall have the right to utilize the Lessor's other water tower commonly referred to as the North Tower until the South Tower is returned to working order or for the term of the lease..

Lessee Name(s): Terry Giosta DBA as Home Shop

Lessee Signature(s): /s/ Terry L. Giosta

Lessee Address: Webmaster@joysta.com, or Billing@joysta.com

Date Signed: 3/18/2015

Lessor Name(s): CITY OF EL PASO

Lessor Signature(s):

Lessor Street Address(es):

City: