

City of Marshall
Agenda for Monday, September 14, 2026, City Council Meeting

JOIN ZOOM MEETING

<https://zoom.us/j/81300048402>

Meeting ID: 813 0004 8402

Passcode: 62441

One tap mobile

+13126266799,,81300048402# US (Chicago)

PUBLIC MEETING

- A. Call to Order (6:15 PM)
- B. Open Public Meeting for ITEP Grant.
 - 1. Proposed project is the IL route 1 Multi-Use Path from Trefz Drive to Route 40 Intersection. Trefz Drive from the west side to the east side of Route 1.
- C. Public comment on the application and project.
- D. Adjourn.

REGULAR MEETING

- I. Roll Call (6:30 PM) Immediately Following Public Meeting
- II. Pledge of Allegiance
- III. Minutes of Previous Meeting and correction and/or approval of same.
- IV. Public Comments (Persons wishing to address the council will have a time limit of 3 minutes)
- V. New Business
- VI. Consider and take action on an Ordinance Amending Chapter 86. Utilities. Article IV. Water Service Division 1. Generally. Sec. 86-107. Charges and Rates for Water System.
- VII. Consider and take action on a Resolution in Support of an Illinois Transportation Enhancement Program (ITEP) Grant Application for Bicycle and Pedestrian Improvements.
- VIII. Consider and take action for payment for NESHAP Compliance Testing to BHMG in the amount of \$34,617.00.
- IX. Consider and take action for payment for 2025 Chevrolet Silverado to Sapaugh Motors, Inc. in the amount of \$77,309.00.
- X. Consider and take action for payment for repair to ZF Circuit to BH Electric, LLC in the amount of \$64,759.61.
- XI. Consider and take action for payment for paving 2 alleys to G & S Asphalt, Inc. in the amount of \$37,798.00.
- XII. Consider and take action on payment for lift station grinder pump from Vandevanter Engineering in the amount of \$5,435.21.
- XIII. Consider and take action on quote from Sullivan County Wood Products, LLC for mulch grinding in the amount of \$13,200.00.
- XIV. Consider and take action on accepting Rural Business Development Grant for FY 2026.
- XV. Committee Reports.
- XVI. Pay Bills.
- XVII. Adjourn.

COMMITTEE MEETINGS CALLED TO DATE:

None

CITY OF MARSHALL

ORDINANCE NO. 2026-O ____

AN ORDINANCE AMENDING CHAPTER 86. UTILITIES. ARTICLE IV. WATER SERVICE.
DIVISION 1. GENERALLY. SEC. 86-107. CHARGES AND RATES FOR WATER SYSTEM.

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF MARSHALL

Published in pamphlet form by authority of the City of Marshall, Clark County, Illinois, this
____ day of September, 2026.

ORDINANCE NO. 2026-O-

AN ORDINANCE AMENDING CHAPTER 86. UTILITIES. ARTICLE IV. WATER SERVICE. DIVISION 1. GENERALLY. SEC. 86-107. CHARGES AND RATES FOR WATER SYSTEM.

BE IT ORDAINED by the City Council of the City of Marshall, Illinois:

Section 1. That Chapter 86. Utilities. Article IV. Water Service. Division 1. Generally. Sec. 86-107. Charges and Rates for Water System of the Code of Ordinances, City of Marshall, Illinois is hereby amended to read as follows, with strikeouts indicating deletions in text and underscores indicating additions to text:

ARTICLE IV. WATER SERVICE

DIVISION 1. GENERALLY

Sec. 86-107. Charges and rates for water system.

Except as established by contract with a unit of local government, there are hereby established charges and rates for the use of and for the service supplied by the water system of the city, based upon the amounts of water consumed as shown by water meters as follows:

(1) *Residential service:*

- a. For residential service users inside the city limits, the charge shall be:

<i>Gallons per month</i>	<i>Rate per 1,000 gallons</i>
First 1,000.....	\$4.81
All over 1,000.....	3.05

The minimum water service charge per month shall be the water service charge for the first 1,000 gallons used per month, except for multifamily dwelling structures, trailer parks or apartment complexes with more than one dwelling unit available for service through a single meter, in which case the minimum water service charge per month shall be the rate for the first 1,000 gallons used per month times the number of units available for service through the meter, up to a maximum of five units.

Commencing with the first billing date for each user after July 1 of each year, there shall be a five percent increase to each of the water service charge and the minimum water service charge per month in effect prior to the increase.

- b. Residential service users outside the city limits shall pay the amount as calculated by subsection (1)a., except that such users shall have 50 percent added to their water service charge and minimum monthly charge.

(2) *General service:*

- a. For general service users inside the city limits, the charge shall be:

<i>Gallons per month</i>	<i>Rate per 1,000 gallons</i>
First 1,000.....	\$ 4.81
Next 39,000.....	3.05
All over 40,000.....	2.43

The minimum water service charge per month shall be the water service charge for the first 1,000 gallons used per month.

Commencing with the first billing date for each user after July 1 of each year, there shall be a three percent increase to each of the water service charge and the minimum water service charge per month in effect prior to increase.

- b. General service users outside the city limits shall pay the amount as calculated by subsection (2)a., except that such users shall have 50 percent added to their water service charge and minimum monthly charge.

(3) *Bulk sale of water (tank wagons).* ~~Bulk water sold to tank wagons loading water at a location provided by the city shall be charged at the rate of \$0.50 per 100 gallons or fraction thereof.~~

a. Bulk water sold to tank wagons loading water at a location provided by the City shall be charged at the rate of \$2.00 per 100 gallons or fraction thereof.

b. The City shall furnish the meter which shall be attached to the nearest reasonably available fire hydrant.

c. Any person or business seeking to purchase bulk water from a City-designated hydrant or fill station shall establish a Bulk Water Account with City Hall prior to withdrawing water.

d. Applicants shall provide contact information, billing information, vehicle identification, and proof of insurance satisfactory to the City.

e. The City may require a security deposit of \$500.00 for new accounts or accounts without an established payment history. The deposit may be waived for customers with an existing utility account in good standing.

f. Water usage shall be billed monthly and shall be due under the same terms and conditions applicable to municipal utility accounts.

~~(4) *Bulk sale of water (swimming pools).* Bulk water sold to customers for the filling of private swimming pools shall be charged on a time and material basis as follows:~~

~~—— a. The charge for the water shall be the same charge as for the bulk sale of water to tank wagons as contained in subsection (3) of this section.~~

~~—— b. The charge for time shall be the straight time cost (including benefits) to the city of its employee or employees involved in the filling of the swimming pool if occurring during 8:00 a.m. to 4:00 p.m. during a normal workday for the city. If the city employee or employees have to work other than the above normal workday hours or on a weekend or holiday, then the charge for time shall be the cost (including benefits) to the city for the employee or employees. There shall be a minimum two hour call out charge for work performed outside of the above normal workday hours.~~

~~—— c. The city shall furnish the meter which shall be attached to the nearest reasonably available fire hydrant.~~

~~—— d. The customer shall furnish the hose from the meter to the pool.~~

~~—— e. When the work is to be performed is solely up to the discretion of the city. The city will make every effort to respond to a customer's request in a prompt manner given its employees' other duties, and shall attempt to perform the work during normal business hours, unless the employees are otherwise unable to complete the work at that time or requested otherwise by the customer.~~

(54) *Bulk sale of water (golf courses).* Bulk water sold to golf courses shall be at the rate of \$2.28 per 1,000 gallons commencing with its first billing. The bulk water supplied to a golf course shall be metered in accordance with the City of Marshall's regular rules and regulations as to metered water. The total annual charge for water under this rate and billing section shall be limited to a maximum of \$4,000.00 per year. Metered water used for golf course purposes in excess of \$4,000.00 per year shall be at no additional charge.

(Code 1976, § 12-151; Ord. No. 91-23, § 1(12-151), 8-26-91; Ord. No. 94-12, § 1, 3-28-94; Ord. No. 96-1, § 1, 1-22-96; Ord. No. 97-2, § 1, 4-14-97; Ord. No. 98-14, § 1, 7-27-98; Ord. No. 00-3, § 2, 4-24-00; Ord. No. 14-13, § 1, 6-23-14; Ord. No. 16-7, § 1, 5-9-16; Ord. No. 18-1, § 1, 1-8-18)

Editor's note(s)—Ord. No. 14-13, § 1, adopted June 23, 2014 states, "That the City of Marshall forego or waive the five percent (5%) increase scheduled to take effect on July 1, 2014 as contained in the following Sections of the Code of Ordinances, City of Marshall, Illinois: 86-107-(1) a, 86-107-(2) a."

Section 2. If any provision of this Ordinance, or application thereof, is held invalid by any Court, other provisions or applications of this Ordinance which can be given effect without the invalid provision or application shall not be affected, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. That this Ordinance shall take effect ten (10) days after its passage and approval as provided by law.

AYES

NAYS

ABSENT

Michael Smitley
Warren J. Le Fever
Karl Ellshoff
Jarod Green
Robert Nelson
Foster Propst
Logan Swalls
Greg King

PASSED this _____ day of September, 2026.

APPROVED this _____ day of September, 2026.

MAYOR

ATTESTED, filed in my office,
and published in pamphlet form
this _____ day of September, 2026.

CITY CLERK

(SEAL)

City of Marshall
RESOLUTION No. 2026-_____

**A RESOLUTION IN SUPPORT OF AN ILLINOIS TRANSPORTATION ENHANCEMENT
PROGRAM (ITEP) GRANT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS**

WHEREAS, the City of Marshall, located in the County of Clark, State of Illinois, desires to participate in the construction of bicycle and pedestrian facilities with crosswalk improvements on IL Route 1, between Trefz Drive and IL Route 40, and Trefz Drive crossing IL Route 1 (the "Project"), to complete the network in this area and enhance non-motorized transportation along the IL Route 1 Road corridor; and

WHEREAS, the City of Marshall has participated in the 2022 Comprehensive Plan, and has determined that the Project is consistent with the strategic priorities identified in the plan; and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80% of eligible preliminary engineering, design, construction, and construction engineering costs and 50% of right-of-way and street lighting costs of the proposed improvements.

NOW, THEREFORE, be it resolved by the City of Marshall, Clark County, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated into, and made part of, this Resolution.

SECTION 2: The City of Marshall does hereby commit to being responsible for payment of any required matching funds and/or ineligible or other costs associated with the Project as determined by Illinois Department of Transportation.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED this _____ day of September, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSTENT: _____

ABSTAIN: _____

John Hasten, Mayor

ATTEST:

Elizabeth Richey, City Clerk



UTILITY ENGINEERING AND CONSULTING

City of Marshall

Marshall, IL

2026 NESHAP Compliance Testing

Submitted by:
BHMG Engineers, Inc.
9735 Landmark Parkway Drive, Suite 110A
St. Louis, MO 63127

January 2026



BHMg Engineers, Inc.

9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

January 8, 2026

Proposal Acceptance Form - Environmental

Proposal Reference

- Proposal Title & Date: **2026 NESHAP Compliance Testing**
- Total Contract Amount: **\$34,617**

Client Information

- Client Name: City of Marshall IL

Acceptance Statement

I hereby acknowledge and accept the proposal submitted by **BHMg Engineers**. By signing this document, I agree to the terms, scope, timeline and conditions outlined in the referenced proposal.

Signature

Client Representative

- Name: John L. Haskie
- Title: Mayor
- Signature: John L. Haskie
- Date: 01.26.2026

bhmg.com
636.296.8600

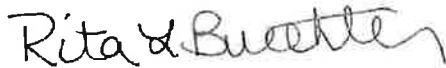
Empowering teams that develop successful relationships for the future.

Cost:

The cost of this proposal is presented on a lump sum basis with a price of **\$34,617** for the specified scope of work. Should additional trip(s) be required due to an engine or engines being inoperable, unavailable, catalyst issues, or any other reason beyond the control of BHMg, such work will be charged separately, with costs for follow up work provided and approved by the City in advance of such follow up work.

BHMg appreciates this opportunity to provide the City of Marshall with these services. Should any questions arise, please contact me at 636-333-3782 at your convenience.

Sincerely,
BHMg Engineers



Rita Buechter
Environmental Engineer

bhmg.com
636.296.8600

Sapaugh Motors, Inc.

1507 McNutt • P.O. Box 667
Herculaneum, MO 63048
636-931-0055
www.sapaugh.com

Date 09/08/2026 Salesperson Charles Benck

Customers Name City Of Marshall Illinois

Address 201 South Michigan Ave

City Marshall State IL Zip 62441

Mobile Ph 2178228082 DMS Deal # 158903

Email Address Csheehy@marshall-il.com

Customer # 133307

VEHICLE SALES CONTRACT

MAKE Chevrolet	YEAR 2025	MODEL Silverado	BODY STYLE Regular Cab Ch	LINE/SERIES	MSRP	\$ 88605
☐ NEW ☐ USED ☐ DEMO (SCHOOL OR COMPANY) <u>136</u> MILES					SALE PRICE OF VEHICLE	\$ 77259
COLOR	BOTTOM	TOP	INTERIOR		USED VEHICLE ALLOWANCE	\$
STOCK NUMBER <u>255680</u>					SALE PRICE TRADE DIFFERENCE	\$ 77259
SERIAL NUMBER <u>1GB3KSEY5SF221616</u>					BALANCE OWED TO	\$ 0
Customer Cash NCC \$1000					DEPOSIT	\$ 1000
					REBATE	\$
					REBATE	\$
					REBATE	\$ 1000
					TOTAL ACCESSORIES	\$ 1500
						\$
					*ADMINISTRATIVE FEE	\$ 550.00
*DEALER INSTALLED OPTIONS:					EXTENDED SERVICE CONTRACT	\$
					BALANCE DUE ON DELIVERY	\$ 77,309
DESCRIPTION OF VEHICLE TRADE-IN						
YEAR	MAKE	MODEL	COLOR	BODY TYPE		
VIN					MILEAGE	
BUYERS CERTIFICATION						
1. I hereby certify that this includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby.						
2. I have reviewed this order and fully understand that my new unit will be equipped only with the option equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery.						
3. All equipment (including tires) as appraised on my trade-in will remain on vehicle.						
4. ALL STATES SALES TAXES ON MY TRADE-IN HAVE BEEN PAID IN FULL IF THIS IS NOT ACCURATE, I (WE) AGREE TO PAY COSTS OF COLLECTION AND ATTORNEY FEES TO RECOVER ANY AMOUNT DUE.						
5. If buyer does not deliver the full cash down payment, the Trade-in title, Lien Release or any executed documents required by this contract, the Seller shall have the right to take and/or retain possession of the automobile until the contract requirements are met. Buyer shall be responsible for costs incurred by Seller including, but not limited to, costs of collection, storage, court costs, and attorney fees.						
ODOMETER CERTIFICATION						
6. I hereby certify that the odometer on the above-described used motor vehicle:						
(1) Was not altered, set back or disconnected while I was owner of said motor vehicle; AND						
(2) To the best of my knowledge and belief said odometer was not altered, set back or disconnected prior to the time I became the owner of said motor vehicle; AND						
(3) That MILES, is to the best of my knowledge and belief, the TRUE MILEAGE on said motor vehicle as of the date of signing of this certification; AND						
AGE 18 - READ FRONT & BACK						
7. I certify that I am 18 years of age or older; and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same if it were printed above my signature.						
THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.						
THIS ORDER IS NOT VALID UNLESS DEALER IS ABLE TO OBTAIN SATISFACTORY CREDIT APPORVAL WITHIN 72 HOURS OF ACCEPTANCE OF THIS CONTRACT VIA SIGNATURE BY AN AUTHORIZED INDIVIDUAL ON BEHALF OF DEALER.					SIGNATURE OF BUYER	
BY _____					8. *AN ADMINISTRATION FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE RESULTS IN PROFIT TO THE DEALER. NO PORTION OF THIS ADMINISTRATION FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.	

BH Electric, LLC

Invoice

PO Box 428
Carterville, IL 62918

Date	Invoice #
8/6/2026	2394

Bill To
City Of Marshall 201 S Michigan Ave Marshall, IL 62441

P.O. No.	Terms	Project
	Net 30	City of Marshall Pole Replacement

Quantity	Description	Rate	Amount
89.5	Foreman Hours	152.07	13,610.27
268.5	Journeyman Hours	144.68	38,846.58
126	55' Bucket Truck	46.91	5,910.66
89.5	Line Truck	42.64	3,816.28
89.5	1/2 Ton Pickup	20.25	1,812.38
89.5	Pole Trailer	8.53	763.44
ZF Repair ~~circuit~~ circuit			
Total			\$64,759.61

G & S Asphalt, Inc
16870 N Quality Lime Road
Marshall, IL 62441

INVOICE

Invoice Number: 2308
Invoice Date: Aug 27, 2026
Page: 1
Duplicate

Voice: 217-826-2421
Fax: 217-826-2629

Bill To:
City of Marshall P O Box 298 Marshall, IL 62441

Ship to:
P O Box 298 Marshall, IL 62441

Customer ID	Customer PO	Payment Terms	
City of Marshall		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	G & S Asphalt, Inc.		9/27/26

Quantity	Item	Description	Unit Price	Amount
		paving in alley per contract		27,173.00
Subtotal				27,173.00
Sales Tax				
Total Invoice Amount				27,173.00
Payment/Credit Applied				
TOTAL				27,173.00

Check/Credit Memo No:

Overdue invoices are subject to 18% finance charge. on past due balances

G & S Asphalt, Inc
16870 N Quality Lime Road
Marshall, IL 62441

INVOICE

Invoice Number: 2307
Invoice Date: Aug 27, 2026
Page: 1

Duplicate

Voice: 217-826-2421
Fax: 217-826-2629

Bill To:
City of Marshall P O Box 298 Marshall, IL 62441

Ship to:
P O Box 298 Marshall, IL 62441

Customer ID	Customer PO	Payment Terms	
City of Marshall		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	G & S Asphalt, Inc.		9/27/26

Quantity	Item	Description	Unit Price	Amount
		tire shop/alley way paving per contract		10,625.00
				
Subtotal				10,625.00
Sales Tax				
Total Invoice Amount				10,625.00
Payment/Credit Applied				
TOTAL				10,625.00

Check/Credit Memo No:

Overdue invoices are subject to 18% finance charge. on past due balances

9-10-2026

DATE

OP-661890

PROPOSAL NO.

\$5,435.21

PRICE

Jason Scott – Marshall IL

CUSTOMER

This Form is Designed to be Used with Smaller Email Quotes and Orders. The Completion of this Form and Return of this Form is Required to Place Small Orders with Van Devanter Engineering Co.

Acceptance of Revised Terms and Conditions:

I Hereby Acknowledge and Accept the Terms and Conditions that have Been Sent, and Understand that Additional Tariffs and Taxes that are Imposed by the U.S. Government will be Added to the Pricing of this Proposal.

Print Name

Signature

Date

Material and equipment costs are fluctuating, with price increases that can be sudden and are unpredictable. This proposal reflects the current pricing as of the date of this proposal. In the event of supplier price increases or surcharges announced after the date of this proposal, up to the final shipment date, the seller may adjust pricing accordingly.

ITEM:

- (1) – Keen KG3-2301 Submersible Grinder Pump, 3HP, 1 Phase, 230 Volt, Double Mechanical Seal with moisture probe, 3450 RPM, 40' Cord Length, 4.5 impeller diameter.**

Lead Time: 4-5 weeks after receipt of Signed Proposal or Purchase order. Price does not include installation. If installation is needed, it will be at an additional cost.

ST. LOUIS

1550 LARKIN WILLIAMS RD.
FENTON, MO 63026
636.343.8880 MAIN

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KY 42029
636.343.8880 MAIN

DECATUR

1510 E. MCBRIDE AVENUE, SUITE C
DECATUR, IL 62526
636.343.8880 MAIN

Sullivan County Wood Products, LLC
165 E County Road 300 N
Sullivan, IN 47882 US
+18122684486
sullivancountywoodproducts@gmail.com

Estimate

ADDRESS
City Of Marshall

ESTIMATE #	DATE
1012	09/10/2026

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
grinding	grind to make mulch		13,200.00	13,200.00
TOTAL				\$13,200.00

Accepted By

Accepted Date

mayor@ marshall-il.com

From: RD.ILRBDG <SM.RD.ILRBDG@usda.gov>
Sent: Thursday, September 10, 2026 4:01 PM
To: Cory Sheehy; mayor@ marshall-il.com
Subject: City of Marshall Letter of Conditions
Attachments: 1. LOC RBDG FY26- Marshall.pdf; City of Marshall Form RD 1942-46.pdf; City of Marshall 4280-2.pdf; 1940-1 - new version.pdf; 400-4.pdf; SF 3881.pdf; SF 271.pdf; SF 425.pdf; Semi Annual Project Performance Report.doc; RBDG Certifications.pdf; 2. Notice of Federal Interest.doc; RD-IL 1927-09 Preliminary Title Opinion.pdf

Hello,

We are pleased to announce your Rural Business Development Grant for FY 2026 was approved. We would like to set up a time to go through your Letter of Conditions and attached forms.