

# Mascoutah City Council

November 7, 2022

## REGULAR MEETING AGENDA

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

### 6:30 pm – City Council Workshop

- Electric Rates, Industrial Rate Classification

### 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 17, 2022 City Council Meeting (Page 1 to Page 5) October 17, 2022 Executive Session Meeting (confidential, see City Clerk)

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

#### 7. REPORTS AND COMMUNICATIONS

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

#### 8. COUNCIL BUSINESS

##### A. Council Items for Action

##### 1. Code Change – Public Comment Policy (second reading)

(Page 6 to Page 9)

Description: Council approval of revisions to Chapter 1, Administration to amend the Public Comment Policy by adoption of ordinance.

Recommendation: Council Approval and Adoption of Ordinance.

**2. Code Change – Adoption of Electric Service Regulations (first reading)**

(Page 10 to Page 11)

Description: Council approval of revisions to City Code, Chapter 11 – Electric System to adopt Electric Service Regulations by adoption of ordinance.

Recommendation: First Reading.

**3. Bid Award – Wire, Electric Phase II Project**

(Page 12 to Page 13)

Description: Council approval to purchase wire for the Electric Phase II Project.

Recommendation: Council Approval.

**4. Bid Award – Park 15 KV Circuit Power Line Right of Way Clearance and Tree Trimming**

(Page 14 to Page 16)

Description: Council approval of bids and authorization to award a contract to furnish all labor, materials and equipment for the Park 15 KV Circuit Power Line Right of Way Clearance and Tree Trimming.

Recommendation: Council Approval.

**5. Resolution of Authorization – Deed of Easement – Norbert Mueth and Patricia Mueth**

(Page 17 to Page 30)

Description: Council approval and adoption of resolution authorizing the execution of a deed of easement for electrical utilities.

Recommendation: Council Approval and Adoption of Resolution.

**6. Resolution of Authorization – Deed of Easement – Eric Mueth and Mary Mueth**

(Page 31 to Page 44)

Description: Council approval and adoption of resolution authorizing the execution of a deed of easement for electrical utilities.

Recommendation: Council Approval and Adoption of Resolution.

**7. Resolution of Authorization – Deed of Easement – Linda Bailey and Triune Properties LLC**

(Page 45 to Page 97)

Description: Council approval and adoption of resolution authorizing the execution of a deed of easement for electrical utilities.

Recommendation: Council Approval and Adoption of Resolution.

**8. PC 22-05, Alley Vacation, Citizens Community Bank (first reading)**

(Page 98 to Page 106)

Description: Council consideration of approval of alley vacation request from Citizens Community Bank.

Recommendation: First Reading.

**B. Council Miscellaneous Items**

**C. City Manager**

**9. PUBLIC COMMENTS (3 MINUTES)**

**10. ADJOURNMENT TO EXECUTIVE SESSION**

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

**B. Litigation – Section 2(c)(11)**

**11. MISCELLANEOUS OR FINAL ACTIONS – NONE**

**12. ADJOURNMENT**

***POSTED 11/3/22 at 4:00 PM***

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

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

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

<https://us02web.zoom.us/j/87876758114>

**You can also dial in using your phone.**

United States: +1 (312) 626-6799

**Access Code:** 878-7675-8114

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

**OCTOBER 17, 2022**

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 and Nick Seibert.

*Absent:* None.

*Other Staff Present:* Assistant City Manager Kari Speir, City Clerk Melissa Schanz, City Attorney Al Paulson, Public Works Director Jesse Carlton, Fire Chief Joe Zinck, Finance Coordinator Lynn Weidenbenner, City Engineer Tom Quirk, 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 3, 2022 regular City Council meeting were presented and approved as presented. The minutes of the October 3, 2022 Executive Session meeting were presented and approved as presented.

***Motion passed.*** Passed by unanimous yes voice vote.

**PUBLIC COMMENTS**

Mike Baker expressed his concerns about taking the second public comment section off the City Council Agenda.

**DEPARTMENT REPORTS**

*Fire Chief Joe Zinck* – September 2022 monthly report was provided.

*Police Chief Scott Waldrup* – September 2022 monthly report was provided.

*Finance Coordinator Lynn Weidenbenner* – September 2022 monthly financials were provided.

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

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

## **REPORTS AND COMMUNICATIONS**

*Mayor* – Recommended Eric Kohrmann as Councilman replacing Doug Elbe. City Council agreed to the recommendation. City Clerk swore in Councilman Kohrmann. Mayor attended the National Night Out and the Fall Fest.

*City Council*

Weyant – Attended National Night Out and Fall Fest.

Battas – Nothing to report.

Seibert – Attended National Night Out and Team Mascoutah Tournament.

Kohrmann – Nothing to report.

*City Manager* – Nothing to report.

*City Attorney* – Nothing to report.

*City Clerk* – Attended Fall Fest.

## **COUNCIL BUSINESS**

### **CONSENT CALENDAR (OMNIBUS)**

The September 2022 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, Seibert, Kohrmann, McMahan. NAY's – none. ABSENT – none.

### **CODE CHANGE – VAPING: POSSESSION BY MINORS (SECOND READING)**

Assistant City Manager presented report for Council consideration of approval of revisions to Chapter 27 Offenses, adding Sec. 27-1-9 – Vaping: Possession by Minors Prohibited by adoption of ordinance.

There was no further discussion.

Seibert moved, seconded by Kohrmann, to approve and adopt Ordinance No. 22-11, thereby modifying Chapter 27 – Offenses, Adding Sec. 27-1-9 – Vaping: Possession by Minors Prohibited.

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

**CODE CHANGE – VAPING PROHIBITION IN ENCLOSED PUBLIC PLACES  
(SECOND READING)**

Assistant City Manager presented report for Council consideration of approval of revisions to Chapter 27 Offenses, adding Sec. 27-1-10 – Vaping Prohibition in Enclosed Public Places by adoption of ordinance.

There was no further discussion.

Weyant moved, seconded by Seibert, to approve and adopt Ordinance No. 22-12, thereby modifying Chapter 27 – Offenses, Adding Sec. 27-1-10 – Vaping Prohibition in Enclosed Public Places.

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

**CODE CHANGE – PUBLIC COMMENT POLICY (FIRST READING)**

Assistant City Manager presented report for Council approval of an Ordinance to amend Chapter 1 – Administration to amend the Public Comment Policy of the City Code of Ordinances.

There was no further discussion.

First Reading.

**BID AWARD – STEEL POLES, ELECTRIC PHASE II PROJECT**

Assistant City Manager presented report for Council consideration of approval to purchase steel poles for the Electric Phase II Project.

There was no further discussion.

Seibert moved, seconded by Weyant, to approve the purchase of steel poles for the Electric Phase II Project from ROHN Products in the amount of \$711,450.00 and authorize appropriate officials to execute the necessary documents.

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

**BID AWARD – MATERIAL PURCHASE, ELECTRIC PHASE II PROJECT**

Assistant City Manager presented report for Council consideration of approval to purchase materials for the Electric Phase II Project.

There was no further discussion.

Battas moved, seconded by Kohrmann, to approve the purchase of materials for the Electric Phase II Project from Fletcher Reinhardt in the amount not to exceed \$117,181.68 and authorize appropriate officials to execute the necessary documents.

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

#### **CHANGE ORDERS – STP FACILITY IMPROVEMENTS**

Assistant City Manager presented report for Council approval of a change order for construction of the Mascoutah STP Facility Improvement Project.

There was no further discussion.

Seibert moved, seconded by Weyant, to approve a change order in the amount not to exceed \$106,878.00 for the construction of the Mascoutah STP Facility Improvement Project and authorize appropriate officials to execute the necessary documents.

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

#### **PC 22-04, PRELIMINARY PLAT, FULFORD HOMES**

Assistant City Manager presented report for Council review of preliminary plat for Prairie Lakes, a 202-lot single -family residential development, located on North 6<sup>th</sup> Street (parcel no. 10-30-0-200-007).

There was no further discussion.

Weyant moved, seconded by Seibert, to approve the Preliminary Plat for Prairie Lakes Subdivision with approval of the variances and subject to the attached Findings of Approval.

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

#### **COUNCIL – MISCELLANEOUS ITEMS**

Councilman Seibert let staff know that he had an ADA complaint over the weekend at the park stating that ball fields 6 & 7 are not wheelchair accessible. Councilman Seibert also asked for an update on the Scheve Park bathroom upgrades. City Staff stated that they would look at what can be done to make fields 6 & 7 ADA accessible and will be meeting to discuss the bathroom upgrades in the coming weeks.

Councilman Battas asked the status of moving the batting cages. It was explained by Councilman Seibert that he thought MAC was waiting on Park Board approval. City Staff will review the information submitted by MAC.

#### **CITY MANAGER – MISCELLANEOUS ITEMS**

None.

## **PUBLIC COMMENTS**

None.

## **ADJOURNMENT TO EXECUTIVE SESSION**

Battas moved, seconded by Seibert, to adjourn to Executive Session to discuss  
Purchase/Lease of Property – Section 2(c)(5) and Litigation – Section 2(c)(11) at 8:01p.m.

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

## **RETURN TO REGULAR SESSION**

Weyant moved, seconded by Battas, to return to regular session at 8:21 p.m.

## **MISCELLANEOUS OR FINAL ACTIONS**

None.

## **ADJOURNMENT**

Battas moved, seconded by Weyant, to adjourn at 8:22 p.m.

***Motion passed.*** Motion passed by unanimous yes voice vote.

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Melissa Schanz, City Clerk



**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & City Council  
**FROM:** Kari Speir, Assistant City Manager  
**SUBJECT:** **Code Change – Public Comment Policy (Second Reading)**

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Council approval of an Ordinance to amend the Chapter 1 – Administration to amend the Public Comment Policy of the City Code of Ordinances.

**BACKGROUND & STAFF COMMENTS:**

Council has had discussion at previous City Council meeting regarding removing the second public comment period from the Council agenda. Attached is the draft ordinance to change the Public Comment Policy.

**RECOMMENDATION:**

Council policy decision.

**SUGGESTED MOTION:**

I move that the Council approve and adopt Ordinance No. 22-\_\_\_\_, amending Chapter 1 – Administration, Article IX – Public Comment Policy of the City Code of Ordinances.

Approved By:   
Kari Speir  
Assistant City Manager

Attachments: A – Ordinance

**ORDINANCE NO. 22-\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHAPTER 1,  
ADMINISTRATION, ARTICLE IX, PUBLIC COMMENT POLICY OF THE CITY OF  
MASCOUTAH, ILLINOIS**

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

**SECTION 1:** Amending CHAPTER 1, ARTICLE IX, PUBLIC COMMENT POLICY,  
as attached.

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

**PASSED** by the Mayor and the City Council of the City of Mascoutah, County of St.  
Clair, State of Illinois, upon motion by Councilman \_\_\_\_\_, seconded by Councilman  
\_\_\_\_\_, adopted on the following roll call vote on the 7<sup>th</sup> day of November, 2022, and  
deposited and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
John Weyant	___	___	___
Walter Battas	___	___	___
Nick Seibert	___	___	___
Eric Kohrmann	___	___	___
Pat McMahan	___	___	___

**APPROVED AND SIGNED** by the Mayor of the City of Mascoutah, Illinois, this 7<sup>th</sup>  
day of November, 2022.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk  
(SEAL)

Attachment A

**Chapter 1 - ADMINISTRATION**  
**ARTICLE IX. PUBLIC COMMENT POLICY**

**Sec. 1-9-1. Public comment permitted.**

Public comment shall be listed on each regularly scheduled City Council or commission meeting and persons shall be allowed to address the City Council or commission members as set forth in the following provisions.

**Sec. 1-9-2. City council meeting provisions.**

- (a) The city shall provide ~~two~~ one public comment periods in a city council meeting, ~~one~~ at the beginning of the meeting and ~~one at the end of the meeting~~ as listed on the agenda.
- (b) Individuals wishing to address the city council during the first public comment period are requested to complete the sign-up sheet prior to the start of the meeting. The sign-up sheet will be located at the entrance to the council chambers. Speakers may address the city council in the order listed. Each person may speak for a maximum of three minutes.
- ~~(c) During the second public comment period, the mayor will then ask if anyone else wishes to address the city council. For this comment period, those who desire to speak who had not previously requested to do so will be recognized in the order of their request. Those who spoke in the first comment period are also eligible to speak in the second comment period. Each person may speak for a maximum of three minutes.~~
- (d) Each speaker shall address the city council from the podium. Each speaker shall speak clearly and provide their name and address. Names of individuals will be recorded in the minutes of the meetings.
- (e) Speakers shall direct their comments to the city council and not to the audience. Council members shall direct their comments to their colleagues or staff members and not to the audience or the speaker. The mayor, city manager or his representative and/or city attorney shall address the speaker if needed.

**Sec. 1-9-3. Commission meeting provisions.**

- (a) One public comment period shall be provided during commission meetings.
- (b) At the appropriate time in the meeting, the commission chairman shall ask if anyone wishes to address the commission and will determine the order in which speakers will be recognized. Each person may speak for a maximum of three minutes.
- (c) Speakers shall direct their comments to the commission members and not to the audience. Commission members shall direct their comments to their colleagues or staff members and not to the audience or the speaker. The commission chairman or city manager or his representative and/or city attorney shall address the speaker if needed.

**Sec. 1-9-4. Public hearing provisions.**

Public hearings are held before the city council and/or various commission meetings of the city and provide the public the opportunity to comment on a specific issue(s) for the particular hearing. The public comment period shall follow a presentation of the subject of the hearing by a staff member or their representative.

- (a) Those wishing to speak or ask questions during the public hearing period are requested to complete the sign-up sheet prior to the start of the public hearing. The sign-up sheet will be located at the entrance to the council chambers. Speakers may address the city council or commission members in the order listed.
- (b) Each person may speak for a maximum of three minutes. Speakers shall direct their comments to the city council or commission members and not to the audience. Speakers shall limit their comments to the subject of the hearing.
- (c) City council or commission members shall direct their comments to their colleagues or staff members and not to the audience or the speaker. The mayor, commission chairman, city manager or his representative and/or city attorney shall address the speaker if needed.
- (d) These provisions shall not apply to public hearings conducted by the zoning board of appeals.

**Sec. 1-9-5. Conduct.**

- (a) If numerous persons wish to speak on a single topic, said persons shall be recognized, but repeated comments shall be discouraged.
- (b) Speakers, the public audience, and the city council or commission members shall maintain proper decorum at all times and shall not use abusive or foul language, make personal attack comments or exhibit unruly behavior. Any person who poses a threat or violates these decorum guidelines is subject to removal from the meeting.

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** **Code Change – Adoption of Electric Service Regulations  
(first reading)**

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Council approval of revisions to City Code, Chapter 11 – Electric System to adopt Electric Service Regulations by adoption of ordinance.

**BACKGROUND & STAFF COMMENTS:**

Staff has been working the last few months on Electric System Service Rules to formalize the regulations, practices, and general requirements for the connection of electric service facilities and utilization equipment. These rules outline procedures for the application for electric service and provide rules and conditions for the establishment and maintenance of service. These rules are provide for the use of customers, contractors, consultants and other persons engaged in the planning or construction of buildings and the installation or replacement of equipment connected to and served by the City's electric system.

**RECOMMENDATION:**

Council approval of Ordinance, as attached.

**SUGGESTED MOTION:**

I move that the City Council approve and adopt Ordinance 22-\_\_\_\_, thereby modifying Chapter 11, Electric System, Article 2, Electric Service Regulations.

Approved By:   
Kari Speir  
Assistant City Manager

Attachments: A – Ordinance  
B – Electric System Service Rules (separate attachment)



ORDINANCE NO. 22-\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES,  
CHAPTER 11, ELECTRIC SYSTEM, ARTICLE 2, ELECTRIC SERVICE  
REGULATIONS OF THE CITY OF MASCOUTAH, ILLINOIS.

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

**SECTION 1:** Amending CHAPTER 11, ELECTRIC SYSTEM, ARTICLE II,  
ELECTRIC SERVICE REGULATIONS, as attached.

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

**PASSED** by the Mayor and the City Council of the City of Mascoutah, County of St.  
Clair, State of Illinois, upon motion by Councilman \_\_\_\_\_, seconded by Councilman  
\_\_\_\_\_, adopted on the following roll call vote on the 21<sup>st</sup> day of November, 2022, and  
deposited and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
John Weyant	___	___	___
Walter Battas	___	___	___
Nick Seibert	___	___	___
Eric Kohrmann	___	___	___
Pat McMahan	___	___	___

**APPROVED AND SIGNED** by the Mayor of the City of Mascoutah, Illinois, this 21<sup>st</sup>  
day of November, 2022.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk  
(SEAL)

Attachment A

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council  
**FROM:** Kari Speir, Assistant City Manager  
**SUBJECT:** **Bid Award – Wire, Electric Phase II Project**

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Council consideration of approval to purchase wire for the Electric Phase II Project.

**BACKGROUND & STAFF COMMENTS:**

In conjunction with the Major Electric Phase II Project, the City needs to purchase materials with long lead times to keep the project schedule moving. The Major Electric Phase II Project consists of constructing a new 138KV transmission line to improve the capacity and reliability of the City's distribution system. This line will originate at Ameren's ring-bus located on IL Route 4 and will connect to the proposed new North Substation.

This purchase is for the wire needed along the entire length of the new transmission line.

BHMG received quotes for wire procurement. The recommendation letter and bid tab from BHMG is attached. Brownstown provided the lowest cost per foot for both wire types, but will not be able to meet the requested delivery date for ACSR. Staff recommends the purchase from Anixter in the amount of \$316,904.00 in order to maintain cost effectiveness and meet the project required lead times for construction.

**FUNDING:**

This project will be paid for with the Electric Phase II bank loan.

**RECOMMENDATION:**

Approval of the purchase of wire for the Electric Phase II Project from Anixter in the amount of \$316,904.00.

**SUGGESTED MOTION:**

I move that the Council approve the purchase of wire for the Electric Phase II Project from Anixter in the amount of \$316,904.00 and authorize appropriate officials to execute the necessary documents.

Approved By:

  
Kari Speir  
Assistant City Manager

Attachment: A – BHMG Recommendation Letter





November 2, 2022

Mr. Larry Linck  
City of Mascoutah  
3 West Main Street  
Mascoutah, IL 62258

Ref: 2110 –138kV Line 2; Wire Procurement

Dear Mr. Linck:

The City received competitive quotes for wire procurement, as part of the 138kV Line 2 project. A total of three (3) quotes were collected. The quotes have been reviewed for completeness and ability to meet specification requirements. Below is a summary of the quotes:

Wire Quote Comparison		Total Price	Wire Type	Cost (\$/ft)	Lead Time
Vendor	Anixter	\$ 316,904.00	OPGW	\$2.19	20-22 weeks
			ACSR	\$2.60	13 weeks
	Brownstown	\$ 248,450.94	OPGW	\$2.12	20-22 weeks
			ACSR	\$1.96	43-47 weeks
	Fletcher Reinhardt	\$ 339,294.00	OPGW	\$2.26	20-22 weeks
			ACSR	\$2.80	13 weeks

The quotes were reviewed on cost and ability to meet the required delivery date. The anticipated start of construction (05/01/2023) is twenty-six (26) weeks away. Brownstown provided the lowest cost per foot for both wire types, but will not be able to meet the requested delivery date for ACSR, based on their provided lead times. Anixter and Fletcher Reinhardt both had comparable lead times that exceed our requirements, but Anixter was able to provide more cost savings in their quote.

Therefore, in order to maintain cost effectiveness and meet the project required lead times for construction, it is the recommendation of BHMG to award the wire procurement to Anixter for \$316,904.

Should you have any questions concerning the quotes or the project, please do not hesitate to contact us.

Sincerely:  
**BHMG Engineers, Inc.**

Matthew R. Frederick, P.E.

Attachment A



**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir – Assistant City Manager

**SUBJECT:** **Bid Award – Park 15 KV Circuit Power Line Right of Way Clearance and Tree Trimming**

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Approval of bids and authorization to award a contract to furnish all labor, materials and equipment for the Park 15 KV Circuit Power Line Right of Way Clearance and Tree Trimming.

**BACKGROUND & STAFF COMMENTS:**

Bids for the Park 15 KV Circuit Power Line Right of Way Clearance and Tree Trimming were opened on Tuesday, October 25, 2022. This project includes furnishing all supervision, materials, labor, supplies, tools, equipment and transportation necessary to trim or remove trees, brush, and perform other utility forestry services pertaining to power line right of way clearing. One bid was submitted:

Endrizzi Contracting, Inc. of Vienna, IL	\$116,070.00
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The lines to be cleared are located on the Park 15 KV Circuit, as marked on the attached map. This circuit has experienced many issues and outages over the last several years. The City does not have the type of small equipment needed to enter these rear yard easements and City crews do not have the tree trimming expertise to climb and/or walk trees for this type of line clearance. This tree trimming will greatly improve the power reliability in this area.

**FUNDING:**

The cost of this project is budgeted in the Electric Funds for FY 22/23.

**RECOMMENDATION:**

Approval of low bid for furnishing all labor, materials and equipment for the Park 15 KV Circuit Power Line Right of Way Clearance and Tree Trimming and authorization to award a contract to Endrizzi Contracting, Inc. of Vienna, IL for a total amount of \$116,070.00.

**SUGGESTED MOTION:**

I move that the Council approve the low bid of \$116,070.00 and award a contract to Endrizzi Contracting, Inc. of Vienna, IL to furnish all labor, materials and equipment for construction of the Park 15 KV Circuit Power Line Right of Way Clearance and Tree Trimming and authorize appropriate officials to execute the necessary documents.

Prepared By: \_\_\_\_\_  
Melissa A Schanz  
City Clerk

Approved By:   
Kari Speir  
Assistant City Manager

Attachment: A – Park 15 KV Circuit Tree Trimming Location Map

# MAP – Park 15KV Circuit



Attachment A



**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** **Resolution of Authorization – Deed of Easement  
Norbert Mueth and Patricia Mueth**

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Council approval and adoption of resolution authorizing the execution of a deed of easement 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. An agreement has been reached with Norbert and Patricia Mueth which now requires approval by resolution for the City to execute the required documents and authorize payment.

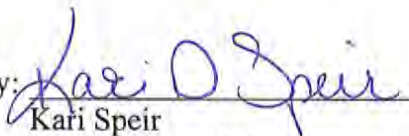
**RECOMMENDATION:**

Council approval and adoption of Resolution.

**SUGGESTED MOTIONS:**

I move that the Council approve and adopt Resolution No. 22-23-\_\_, a resolution to authorize the Mayor or City Manager to execute any and all documents to procure deed of easement for electrical utilities with Norbert F. Mueth and Patricia S. Mueth in the amount of \$80,110.00 in conjunction with the 138KV Phase II Project.

Approved By:



Kari Speir  
Assistant City Manager

Attachment: A – Resolution  
B – Deed of Easement

**RESOLUTION NO. 22-23-\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE DEED OF EASEMENT FOR ELECTRICAL UTILITIES WITH NORBERT F. MUETH AND PATRICIA S. MUETH.**

**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 for construction of new 138kV transmission lines to connect a new north substation and the existing union substation to Ameren Illinois' new ring bus interconnect to improve reliability and increase capacity to the City's electrical utilities (commonly known as the 138kV Phase II Electric Project); and

**WHEREAS**, these utility easements 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 deed of easement for electrical utilities with Norbert F. Mueth, as Trustee under trust agreement dated June 17, 1997 and known as the Norbert F. Mueth Declaration of Trust, as to an ½ interest and Patricia S. Mueth, as Trustee under trust agreement dated June 17, 1997 and known as the Patricia S. Mueth Declaration of Trust, as to an ½ interest, in conjunction with the 138kV Phase II Electric Project for 2.135 acres of property identified as permanent parcel #10-32-0-400-015 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 execute payment of \$80,110.00 in the form of a cashier's check or certified check.

**PASSED AND APPROVED** by the City Council of the City of Mascoutah, Illinois on the 7<sup>th</sup> day of November, 2022.

AYE's           —  
NAY's           —  
ABSENT         —

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

Attachment A



**Deed of Easement  
for Electrical Utilities**

After recording return to:

CITY OF MASCOUTAH  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258

Project: 138 KV Power Line Extension Phase II  
Parcel Number: 10320400015

THIS INDENTURE, made this 21<sup>ST</sup> day of OCTOBER, 2022, by and between **Norbert F. Mueth**, as Trustee under trust agreement dated June 17, 1997 and known as the **Norbert F. Mueth Declaration of Trust**, as to an  $\frac{1}{2}$  interest and **Patricia S. Mueth**, as Trustee under trust agreement dated June 17, 1997 and known as the **Patricia S. Mueth Declaration of Trust**, as to an  $\frac{1}{2}$  interest, having an address of 7633 Richter Road, Mascoutah, Illinois 62258, hereinafter referred to as the "**Landowner**", and the **City of Mascoutah** organized and existing under the laws of the State of Illinois, having an office for the transaction of business at #3 West Main Street, Mascoutah, IL, hereinafter referred as the "**City**".

**WITNESETH:**

1. The Landowner, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollar(s) (\$10.00), and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the *City*, its successor and assigns, an easement and access rights for the purpose of constructing and maintaining overhead electrical transmission lines consisting of a single line of two (2) single-shaft utility poles for the purpose of transmitting electrical energy and other internal telecommunication devices needed for the transmission of electric energy under, across and over a portion of the following described property situated in St. Clair County, Illinois, under, across and over a part of the Landowner's property situated in St. Clair County, Illinois and described as follows:

See Exhibit A

The specific location of the transmission line, poles and easement as shown on Exhibit B attached hereto and made a part hereof.

2. Together with the right of the City, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material for the purpose of (i) making all necessary excavations and doing all acts necessary or convenient for the purpose of constructing electrical utilities and associated appurtenances; (ii) removing trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein; and (iii) doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. The City's right to access the easement area shall be made directly from a public roadway whenever possible. The City may install culverts for access to the easement area from the public roadway. Such culverts shall be left in place unless Landowner requests removal.

3. The right to freely use and enjoy the land consisting of the easement described above is reserved to Landowners, its successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation, or maintenance of the City's utilities and attached facilities; this includes but is not limited to usual and customary farming, grazing and hunting. Landowner for itself and its successors and assigns, further reserves and retains all rights to occupy and use the easement land to construct, use, maintain, operate, repair and relocate public or private access driveways, roadways, fences, drainage structures, parking lots, vegetation, utilities such as water lines, sewer lines, natural gas and solar installations so long as any such usage and facilities do not endanger, obstruct, or interfere with City's electrical easement of the construction, operation and maintenance of City's utilities and attached facilities. No building, structure or similar improvements shall be erected within said easement, nor shall the grade under City's facilities within said easement be substantially altered, without the consent of the City. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

4. The City agrees, by acceptance of this easement, that poles will be located as shown on Exhibit C and no additional poles or utilities will be added without the Landowner's consent, no guy wires will be placed on the poles and poles will only be used for City's electric and communications cable for City's electrical utility. Landowner, or Landowner's agent, shall be notified of the start date for construction on his/her property and shall have the right to inspect the flagged our area before any poles are set. In circumstances where this easement is located adjacent to an existing easement in order to allow for efficient farming and use of the Property by Landowner, the City shall in good faith attempt to locate and place the poles in line with the existing poles rather than offset. Without Landowner consent, no poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for drainage will remain open. Roads, access ways and waterways that are damaged will be repaired by the City. Construction debris and all waste concrete will be cleaned up and removed from the site by the City. The City will be responsible for all liability including construction, design and upkeep.

5. The City further agrees, that upon any soil excavation made in connection with this easement, upon completion the excavation area shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that City shall be obligated to restore landscaping within said easement, and grass which was destroyed, all such work to be done at the expense of the City.

6. The City further agrees, by acceptance of this Deed of Easement and Right of Way, to reimburse the Landowner for any crop damage as a result of the installation, construction, and maintenance of said electrical facilities. Crop damage will be calculated as follows:

APH Yield X Crop Price X Multiplier:

Multiplier = 2 for future crop damage due to compaction, soil disturbance, etc.;

Multiplier = 1 if no crops are in the field when work is completed;

APH Yield will be determined from established crop insurance;

Crop Price = Price of crop determined by average October bid on December futures for corn, or average October bid on November futures for soybeans (same number used by crop insurance);

Acreage will be full width and length of the disturbance.

The City will pay crop damage until the ground is producing at the original rate or up to five years, whichever comes first. First year crop damage will be paid at the going rate for that year. Second year crop damage will be paid at half the going rate due to compacting soil. Third, fourth and fifth year crop damage will be paid at one quarter, one eighth, and one sixteenth of the going rate, respectively.

7. Field Tile.

(a) Field tile damaged by the City during its activities on the easement land, as well as its activities anywhere else on the Landowner's property, will be repaired or replaced at the expense of the City. In so doing, the City shall employ a qualified, local tile contractor, if available, either chosen by Landowner, or selected by the City and approved by Landowner. If Landowner and the City agree, Landowner may repair the damages or destroyed field tile, and the City agrees to compensate Landowner for the cost of doing same.

(b) Each and every damaged or destroyed field tile by the City shall be repaired and reattached, or rerouted, regardless of the water flow. If requested by Landowner, solid tile shall be repaired with similar solid field tile, perforated dual wall, or tiling material of an equivalent value and effectiveness.

(c) Landowner shall be notified of the opportunity to inspect all field tile repairs, replacements, and rerouting before the tile is covered with soil, within 24 hours of notification of completed repair. Any repair, replacement, and rerouting will be done in such a way that assures the tile line's proper and continuing operation at the point of repair or replacement, or rerouting.

(d) If water is flowing through any damaged field tile line, the tile line will be immediately and temporarily repaired or rerouted until such time that permanent repairs can be made. If the field tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made with 14 days of the time damage occurred; however, the



exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials and small mammals into the tile line.

(e) Tile repairs and replacements, and rerouting, shall be performed in such a manner that topsoil and subsoil are not intermixed and so that subsoil is placed in the excavation first, followed by topsoil.

8. Compaction. Any soil Compaction caused by the City during initial construction of the easement or during the term of the easement shall be remediated as soon as possible using standard agricultural practices in use at the time. Alternatively, rather than perform the remediation work the City may satisfy this requirement by compensating the Landowner for compaction damages. Compensation for compaction damages shall be calculated using custom rates established by the University of Illinois and in effect at the time.

9. Electric Fund. The City shall maintain funds in it's Electrical Fund for the damages contemplated herein. The City shall pay such damages in a timely manner. Damages not paid in a timely manner shall accrue interest. In the event Landowner is required to pursue legal remedies against the City for payment of damages and Landowner is successful in its legal action then the City shall reimburse Landowner for legal fees.

10. Soil Disturbance. Any land comprising the easement land, and any other land of the Landowner, which is disturbed by the activities of the City, shall be restored by the City to its previous grade. Prior to the City's excavation of holes for the placement of poles, Landowner shall inform the City whether Landowner wishes to retain subsoil as well as top soil; and if so whether retained soil(s) is to be spread evenly in the easement area or deposited on the easement for Landowner's use. If Landowner does not authorize the removal of soil and does not specify Landowner's wishes as to excavated soil, topsoil shall be spread evenly on the easement land and subsoil shall be removed.

11. After the initial construction, except for emergency situations, the City will attempt to give Landowner or Landowner's agents reasonable notice if it desires to come onto the easement land, or any other property of Landowner which adjoins and is contiguous with said easement land, for construction, repair, maintenance, and inspection activities.

12. Except for emergencies, both during initial construction and thereafter, the City shall not enter upon the easement with vehicles or equipment in excessively wet conditions. Excessively wet conditions are deemed to be such times when a prudent farm operator or Landowner would not enter upon the property for farming or land maintenance.

13. Should the transmission line for which this transmission easement has been granted not be constructed within ten (10) years after the date granted as stated hereinabove; or after the transmission line for which this transmission easement has been granted has been constructed and put into use and operation, it is subsequently abandoned for more than a period of twenty-four (24) months, then the City shall remove said lines and all of the City's facilities from the Landowner's premises, including the removal of the concrete foundation for the poles to a depth of five (5) feet, and in either case file a document of record in the county

where the property is located releasing the premises from this transmission easement, thereby vacating and terminating all rights and privileges therein granted. In the event the facilities of the City are removed from the easement land, the City agrees to restore such land to the condition substantially the same as it existed prior to the construction, operation and removal of the facilities, including replacement of topsoil and restoration of grade.

14. In the event the City requires temporary workspace easements for the use of land adjoining the easement land during the initial construction of the City transmission line, the City shall notify Landowner and the parties shall execute an additional temporary easement with respect to the additional space, and if there are terms or conditions to that temporary use, the parties shall establish a separate supplemental agreement with respect to that temporary easement. In the event the City utilizes Landowner owned property outside of the easement area without written approval, Landowner and the City agree that the additional compensation due to Landowner from the City for the additional temporary workspace shall be determined pursuant to the calculations and cost, pro-rata, per acre as paid for the permanent transmission easement including crop damages, however, the compensation for the temporary workspace shall be based on 50% of the fair market value for the land as set forth on that calculation worksheet.

15. Indemnification; Waivers of claims

(a) The City shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by the City, or the City's agents and representatives, in the exercise of the City's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.

(b) The City's indemnification obligation hereunder includes all Claims brought by the City's employees, agents, contractors, subcontractors or other representatives related to any work performed on the property in connection with the exercise of the City's rights in this Agreement.

16. This Agreement shall be governed by and interpreted in accordance with laws of the State of Illinois. In the event of any breach of a monetary obligation by the City under this Agreement, Landowner shall provide the City with written notice and the City shall have thirty (30) days after the City's receipt of said notice to cure the breach. Landowner and the City agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and the City are unable to resolve amicably and dispute arising out of or in connection with this Agreement, each shall have all remedies available by law or in equity in state and federal courts in the State of Illinois. The prevailing party of any lawsuit shall be entitled to its reasonable attorney's fees, costs, and expenses associated with the lawsuit.

17. To the extent this Easement does not provide adequate guidance on construction standards, land or crop damages, or remediation over and across agricultural land then the "Electric Transmission Construction Designs and Standard" portions of the Agricultural Impact Mitigation Agreement for overhead

electric easements ("AIMA") as prepared by the Illinois Department of Agricultural and in effect at the date of execution shall provide guidance and standards which the City agrees to follow and abide by.

18. **TO HAVE AND TO HOLD** the above granted easement unto the City, its successors and assigns. Landowner does further covenant with the City as follows:

(a) That the Landowner is the owner in fee simple of the real estate hereby subjected to said easement and right-of-way and has good title to convey the same.

(b) That the City shall quietly enjoy the said easement and right-of-way.

**IN WITNESS WHEREOF**, the **Landowner** has duly executed this **INDENTURE**, all as of the day and year first above written.

CITY:

City of Mascoutah

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

LANDOWNER:

Norbert F. Mueth, as Trustee under trust agreement dated  
June 17, 1997 and known as the Norbert F. Mueth  
Declaration of Trust, as to an undivided ½ interest

Signature: Norbert F. Mueth

Title: TRUSTEE

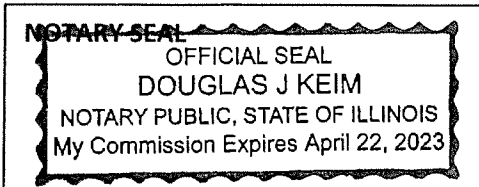
LANDOWNER:

Patricia S. Mueth, as Trustee under trust agreement dated  
June 17, 1997 and known as the Patricia S. Mueth  
Declaration of Trust, as to an undivided ½ interest

Signature: Patricia S. Mueth

Title: TRUSTEE

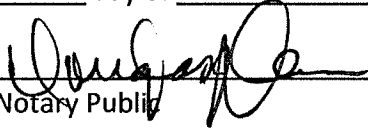
STATE OF ILLINOIS     )  
                                      )  
COUNTY OF ST. CLAIR)



I, DOUGLAS J. KEIM, a Notary Public for the State and County aforesaid, do hereby certify that Norbert F. Mueth, as Trustee and Patricia S. Mueth, as Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person

and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21<sup>ST</sup> day of OCTOBER, 2022.

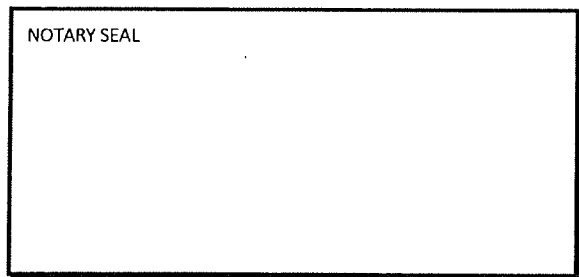
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 4 - 22 - 23

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF ST. CLAIR    )       SS

I, \_\_\_\_\_, a Notary Public for the State and County aforesaid, do hereby certify that **Pat McMahan**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Exempt under provision of paragraph B section 4 of Il. Real Estate Transfer Tax Act.

\_\_\_\_\_  
Buyer, Seller or Representative

\_\_\_\_\_  
Date

**Exhibit "A"**

**City of Mascoutah**

**Transmission line Construction**

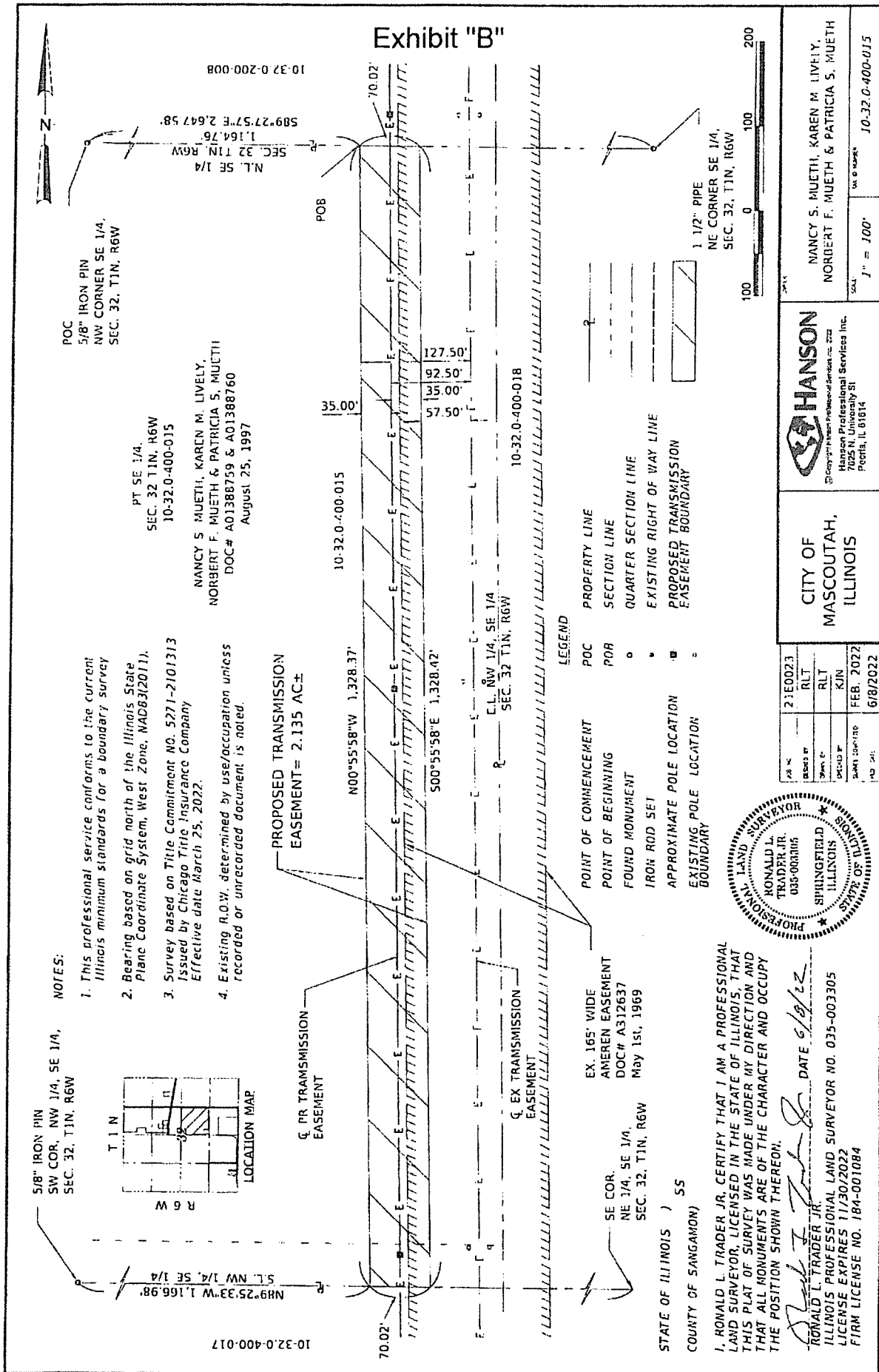
**St. Clair County, Illinois**

**Tax I.D. Number 10-32.0-400-015**

**Norbert F. Mueth, as Trustee under trust agreement dated June 17, 1997 and known as the Norbert F. Mueth Declaration of Trust, as to an ½ interest and Patricia S. Mueth, as Trustee under trust agreement dated June 17, 1997 and known as the Patricia S. Mueth Declaration of Trust, as to an ½ interest**

Part of the Northwest Quarter of the Southeast Quarter of Section 32 in Township 1 North, Range 6 West of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of Section 32; South 89 degrees 27 minutes 57 seconds East, a distance of 1,164.76 feet along the north line of the Southeast Quarter to the Point of Beginning and being 127.50 feet west of the existing centerline of an Ameren transmission easement recorded May 1st, 1969, as Document No. A312637 in the St Clair County Recorder's Office; thence continuing South 89 degrees 27 minutes 57 seconds East, a distance of 70.02 feet along the north line of the Southeast Quarter; thence South 00 degrees 55 minutes 58 seconds East along a line 57.50 feet west and parallel to an Ameren transmission easement, a distance of 1,328.42 feet to the south line of the Northwest Quarter of the Southeast Quarter of Section 32; thence North 89 degrees 25 minutes 33 seconds West along the south line of the Northwest Quarter of the Southeast Quarter, 70.02 feet to a point 127.50 feet west of the existing centerline of an Ameren transmission easement; thence North 00 degrees 55 minutes 58 seconds West along a line 127.50 feet west and parallel to the Ameren transmission easement, a distance of 1,328.37 feet to the Point of Beginning containing 92,987.50 square feet or 2.135 acres more or less.





*Mascoutah*  
ILLINOIS

RECEIPT

Easement No: 10320400015

Project No: Electrical Transmission Easement

Acres: 2.135 acre Permanent Electrical Transmission Easement

Private: ☐

Abutting: ☐

County: St. Clair

Twp: 1N

Rng: 6W

Section: 32

R/W:

File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of \$80,110.00 Dollars for an:

☒ Permanent Easement

☐ Damages (crop, drainage tiles, fence, etc.)

☐ Temporary Easement

☐ Other: \_\_\_\_\_

Acknowledged this 21<sup>ST</sup> day of OCTOBER, 20 22.

City of Mascoutah

BY: [Signature]  
Right-of-Way Representative

GRANTOR(S)

BY: Norbert F. Mueth  
Norbert F. Mueth, as Trustee under a trust agreement dated June 17, 1997 and known as the Norbert F. Mueth Declaration of Trust

BY: Patricia S. Mueth  
Patricia S. Mueth, as Trustee under a trust agreement dated June 17, 1997 and known as the Patricia S. Mueth Declaration of Trust

Tenant Name: KENNETH MUETH

Address: 7641 RICHTER RD  
MASCOUTAH, IL

Phone: 618-406-9956

Grantor's Address: 7633 Richter Road  
Mascoutah, Illinois 62258

Phone: (618) 566-4854

ORIGINAL



**City of Mascoutah 138 KV Extension  
CALCULATION WORKSHEET**

Date \_\_\_\_\_

**Tract Number(s):** \_\_\_\_\_ 10-32.0-400-015 \_\_\_\_\_

**Landowner Name:** \_\_\_\_\_ Norbert F. Mueth, as Trustee & Patricia S. Mueth, as Trustee \_\_\_\_\_

**Permanent Easement** varies \_\_\_\_\_

\_\_\_\_\_ 2.135 (acres) X \_\_\_\_\_ \$36,000.00 per acre @ 100% = \_\_\_\_\_ \$76,860.00

**Misc. Damages**

<b>Administrative / Legal</b>	Prev. Paid \$3250	\$3,250
-------------------------------	-------------------	---------

**Total Balance Due from Mascoutah** **\$80,110.00**

**CITY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LANDOWNER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** **Resolution of Authorization – Deed of Easement  
Eric Mueth and Mary Mueth**

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Council approval and adoption of resolution authorizing the execution of a deed of easement 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. An agreement has been reached with Eric and Mary Mueth which now requires approval by resolution for the City to execute the required documents and authorize payment.

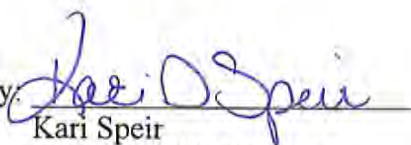
**RECOMMENDATION:**

Council approval and adoption of Resolution.

**SUGGESTED MOTIONS:**

I move that the Council approve and adopt Resolution No. 22-23-\_\_, a resolution to authorize the Mayor or City Manager to execute any and all documents to procure deed of easement for electrical utilities with Eric Mueth and Mary A. Mueth in the amount of \$203,328.10 in conjunction with the 138KV Phase II Project.

Approved By:



Kari Speir  
Assistant City Manager

Attachment: A – Resolution  
B – Deed of Easement

**RESOLUTION NO. 22-23-\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE DEED  
OF EASEMENT FOR ELECTRICAL UTILITIES WITH ERIC MUETH AND  
MARY A. MUETH.**

**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 for construction of new 138kV transmission lines to connect a new north substation and the existing union substation to Ameren Illinois' new ring bus interconnect to improve reliability and increase capacity to the City's electrical utilities (commonly known as the 138kV Phase II Electric Project); and

**WHEREAS**, these utility easements 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 deed of easement for electrical utilities with Eric Mueth and Mary A. Mueth in conjunction with the 138kV Phase II Electric Project for 4.359 acres of property identified as permanent parcel #10-29-0-400-003 and 10-32-0-200-017 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 execute payment of \$203,328.10 in the form of a cashier's check or certified check.

**PASSED AND APPROVED** by the City Council of the City of Mascoutah, Illinois on the 7<sup>th</sup> day of November, 2022.

AYE's       —  
NAY's       —  
ABSENT      —

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

*Attachment A*



**Deed of Easement  
for Electrical Utilities**

**After recording return to:**

CITY OF MASCOUTAH  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258

Project: 138 KV Power Line Extension Phase II  
Parcel Number: 10290400003, 10320200017

THIS INDENTURE, made this 21<sup>ST</sup> day of OCTOBER, 2022, by and between **Eric Mueth and Mary A. Mueth**, having an address of 7501 Woodland School Road, Mascoutah, Illinois 62258, hereinafter referred to as the "**Landowner**", and the **City of Mascoutah** organized and existing under the laws of the State of Illinois, having an office for the transaction of business at #3 West Main Street, Mascoutah, IL, hereinafter referred as the "**City**".

**WITNESSETH:**

1. The Landowner, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollar(s) (\$10.00), and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the *City*, its successor and assigns, an easement and access rights for the purpose of constructing and maintaining overhead electrical transmission lines consisting of a single line of four (4) single-shaft utility poles for the purpose of transmitting electrical energy and other internal telecommunication devices needed for the transmission of electric energy under, across and over a portion of the following described property situated in St. Clair County, Illinois, under, across and over a part of the Landowner's property situated in St. Clair County, Illinois and described as follows:

See Exhibit A

The specific location of the transmission line, poles and easement as shown on Exhibit B attached hereto and made a part hereof.

2. Together with the right of the City, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material for the purpose of (i) making all necessary excavations and doing all acts necessary or convenient for the purpose of constructing electrical utilities and associated appurtenances; (ii) removing trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein; and (iii) doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. The City's right to access the easement area shall be made directly from a public roadway whenever possible. The City may install culverts for access to the easement area from the public roadway. Such culverts shall be left in place unless Landowner requests removal.

3. The right to freely use and enjoy the land consisting of the easement described above is reserved to Landowners, its successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation, or maintenance of the City's utilities and attached facilities; this includes but is not limited to usual and customary farming, grazing and hunting. Landowner for itself and its successors and assigns, further reserves and retains all rights to occupy and use the easement land to construct, use, maintain, operate, repair and relocate public or private access driveways, roadways, fences, drainage structures, parking lots, vegetation, utilities such as water lines, sewer lines, natural gas and solar installations so long as any such usage and facilities do not endanger, obstruct, or interfere with City's electrical easement of the construction, operation and maintenance of City's utilities and attached facilities. No building, structure or similar improvements shall be erected within said easement, nor shall the grade under City's facilities within said easement be substantially altered, without the consent of the City. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

4. The City agrees, by acceptance of this easement, that poles will be located as shown on Exhibit C and no additional poles or utilities will be added without the Landowner's consent, no guy wires will be placed on the poles and poles will only be used for City's electric and communications cable for City's electrical utility. Landowner, or Landowner's agent, shall be notified of the start date for construction on his/her property and shall have the right to inspect the flagged our area before any poles are set. In circumstances where this easement is located adjacent to an existing easement in order to allow for efficient farming and use of the Property by Landowner, the City shall in good faith attempt to locate and place the poles in line with the existing poles rather than offset. Without Landowner consent, no poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for drainage will remain open. Roads, access ways and waterways that are damaged will be repaired by the City. Construction debris and all waste concrete will be cleaned up and removed from the site by the City. The City will be responsible for all liability including construction, design and upkeep.

5. The City further agrees, that upon any soil excavation made in connection with this easement, upon completion the excavation area shall be backfilled and resurfaced to as nearly as possible the same condition as exited when said opening was made, provided that City shall be obligated to restore landscaping within said easement, and grass which was destroyed, all such work to be done at the expense of the City.

6. The City further agrees, by acceptance of this Deed of Easement and Right of Way, to reimburse the Landowner for any crop damage as a result of the installation, construction, and maintenance of said electrical facilities. Crop damage will be calculated as follows:

APH Yield X Crop Price X Multiplier:

Multiplier = 2 for future crop damage due to compaction, soil disturbance, etc.;

Multiplier = 1 if no crops are in the field when work is completed;

APH Yield will be determined from established crop insurance;

Crop Price = Price of crop determined by average October bid on December futures for corn, or average October bid on November futures for soybeans (same number used by crop insurance);

Acreage will be full width and length of the disturbance.

The City will pay crop damage until the ground is producing at the original rate or up to five years, whichever comes first. First year crop damage will be paid at the going rate for that year. Second year crop damage will be paid at half the going rate due to compacting soil. Third, fourth and fifth year crop damage will be paid at one quarter, one eighth, and one sixteenth of the going rate, respectively.

7. Field Tile.

(a) Field tile damaged by the City during its activities on the easement land, as well as its activities anywhere else on the Landowner's property, will be repaired or replaced at the expense of the City. In so doing, the City shall employ a qualified, local tile contractor, if available, either chosen by Landowner, or selected by the City and approved by Landowner. If Landowner and the City agree, Landowner may repair the damages or destroyed field tile, and the City agrees to compensate Landowner for the cost of doing same.

(b) Each and every damaged or destroyed field tile by the City shall be repaired and reattached, or rerouted, regardless of the water flow. If requested by Landowner, solid tile shall be repaired with similar solid field tile, perforated dual wall, or tiling material of an equivalent value and effectiveness.

(c) Landowner shall be notified of the opportunity to inspect all field tile repairs, replacements, and rerouting before the tile is covered with soil, within 24 hours of notification of completed repair. Any repair, replacement, and rerouting will be done in such a way that assures the tile line's proper and continuing operation at the point of repair or replacement, or rerouting.

(d) If water is flowing through any damaged field tile line, the tile line will be immediately and temporarily repaired or rerouted until such time that permanent repairs can be made. If the field tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made with 14 days of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials and small mammals into the tile line.

(e) Tile repairs and replacements, and rerouting, shall be performed in such a manner that topsoil and subsoil are not intermixed and so that subsoil is placed in the excavation first, followed by topsoil.

8. Compaction. Any soil Compaction caused by the City during initial construction of the easement or during the term of the easement shall be remediated as soon as possible using standard agricultural practices in use at the time. Alternatively, rather than perform the remediation work the City may satisfy this requirement by compensating the Landowner for compaction damages. Compensation for compaction damages shall be calculated using custom rates established by the University of Illinois and in effect at the time.

9. Electric Fund. The City shall maintain funds in it's Electrical Fund for the damages contemplated herein. The City shall pay such damages in a timely manner. Damages not paid in a timely manner shall accrue interest. In the event Landowner is required to pursue legal remedies against the City for payment of damages and Landowner is successful in its legal action then the City shall reimburse Landowner for legal fees.

10. Soil Disturbance. Any land comprising the easement land, and any other land of the Landowner, which is disturbed by the activities of the City, shall be restored by the City to its previous grade. Prior to the City's excavation of holes for the placement of poles, Landowner shall inform the City whether Landowner wishes to retain subsoil as well as top soil; and if so whether retained soil(s) is to be spread evenly in the easement area or deposited on the easement for Landowner's use. If Landowner does not authorize the removal of soil and does not specify Landowner's wishes as to excavated soil, topsoil shall be spread evenly on the easement land and subsoil shall be removed.

11. After the initial construction, except for emergency situations, the City will attempt to give Landowner or Landowner's agents reasonable notice if it desires to come onto the easement land, or any other property of Landowner which adjoins and is contiguous with said easement land, for construction, repair, maintenance, and inspection activities.

12. Except for emergencies, both during initial construction and thereafter, the City shall not enter upon the easement with vehicles or equipment in excessively wet conditions. Excessively wet conditions are deemed to be such times when a prudent farm operator or Landowner would not enter upon the property for farming or land maintenance.

13. Should the transmission line for which this transmission easement has been granted not be constructed within ten (10) years after the date granted as stated hereinabove; or after the transmission line for which this transmission easement has been granted has been constructed and put into use and operation, it is subsequently abandoned for more than a period of twenty-four (24) months, then the City shall remove said lines and all of the City's facilities from the Landowner's premises, including the removal of the concrete foundation for the poles to a depth of five (5) feet, and in either case file a document of record in the county where the property is located releasing the premises from this transmission easement, thereby vacating and terminating all rights and privileges therein granted. In the event the facilities of the City are removed from the easement land, the City agrees to restore such land to the condition substantially the same as it existed

prior to the construction, operation and removal of the facilities, including replacement of topsoil and restoration of grade.

14. In the event the City requires temporary workspace easements for the use of land adjoining the easement land during the initial construction of the City transmission line, the City shall notify Landowner and the parties shall execute an additional temporary easement with respect to the additional space, and if there are terms or conditions to that temporary use, the parties shall establish a separate supplemental agreement with respect to that temporary easement. In the event the City utilizes Landowner owned property outside of the easement area without written approval, Landowner and the City agree that the additional compensation due to Landowner from the City for the additional temporary workspace shall be determined pursuant to the calculations and cost, pro-rata, per acre as paid for the permanent transmission easement including crop damages, however, the compensation for the temporary workspace shall be based on 50% of the fair market value for the land as set forth on that calculation worksheet.

15. Indemnification; Waivers of claims

(a) The City shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by the City, or the City's agents and representatives, in the exercise of the City's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.

(b) The City's indemnification obligation hereunder includes all Claims brought by the City's employees, agents, contractors, subcontractors or other representatives related to any work performed on the property in connection with the exercise of the City's rights in this Agreement.

16. This Agreement shall be governed by and interpreted in accordance with laws of the State of Illinois. In the event of any breach of a monetary obligation by the City under this Agreement, Landowner shall provide the City with written notice and the City shall have thirty (30) days after the City's receipt of said notice to cure the breach. Landowner and the City agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and the City are unable to resolve amicably and dispute arising out of or in connection with this Agreement, each shall have all remedies available by law or in equity in state and federal courts in the State of Illinois. The prevailing party of any lawsuit shall be entitled to its reasonable attorney's fees, costs, and expenses associated with the lawsuit.

17. To the extent this Easement does not provide adequate guidance on construction standards, land or crop damages, or remediation over and across agricultural land then the "Electric Transmission Construction Designs and Standard" portions of the Agricultural Impact Mitigation Agreement for overhead electric easements ("AIMA") as prepared by the Illinois Department of Agricultural and in effect at the date of execution shall provide guidance and standards which the City agrees to follow and abide by.



18. **TO HAVE AND TO HOLD** the above granted easement unto the City, its successors and assigns. Landowner does further covenant with the City as follows:

- (a) That the Landowner is the owner in fee simple of the real estate hereby subjected to said easement and right-of-way and has good title to convey the same.
- (b) That the City shall quietly enjoy the said easement and right-of-way.

**IN WITNESS WHEREOF**, the **Landowner** has duly executed this **INDENTURE**, all as of the day and year first above written.

**CITY:**

City of Mascoutah

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDOWNER:**

Eric Mueth and Mary A. Mueth

Signature: Eric Mueth

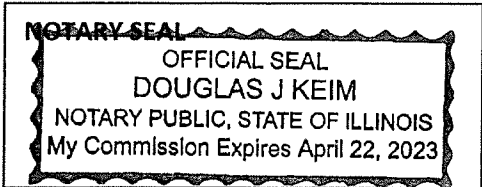
Eric Mueth

Signature: Mary A. Mueth

Mary A. Mueth

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF ST. CLAIR)

SS



I, DOUGLAS J. KEIM, a Notary Public for the State and County aforesaid, do hereby certify that a Eric Mueth and Mary A. Mueth, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person

and acknowledged that they signed and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21<sup>ST</sup> day of OCTOBER, 2022.

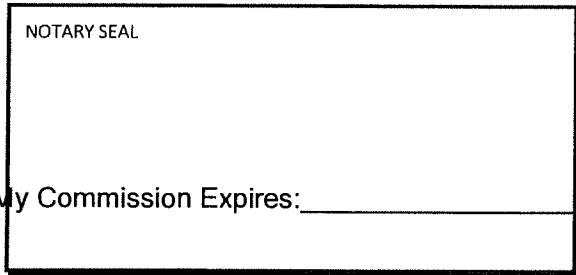
[Signature]  
Notary Public

My Commission Expires: 4-22-23

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF ST. CLAIR    )       SS

I, \_\_\_\_\_, a Notary Public for the State and County aforesaid, do hereby certify that **Pat McMahan**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Exempt under provision of paragraph B section 4 of Il. Real Estate Transfer Tax Act.

\_\_\_\_\_  
Buyer, Seller or Representative

\_\_\_\_\_  
Date

**Exhibit "A"**

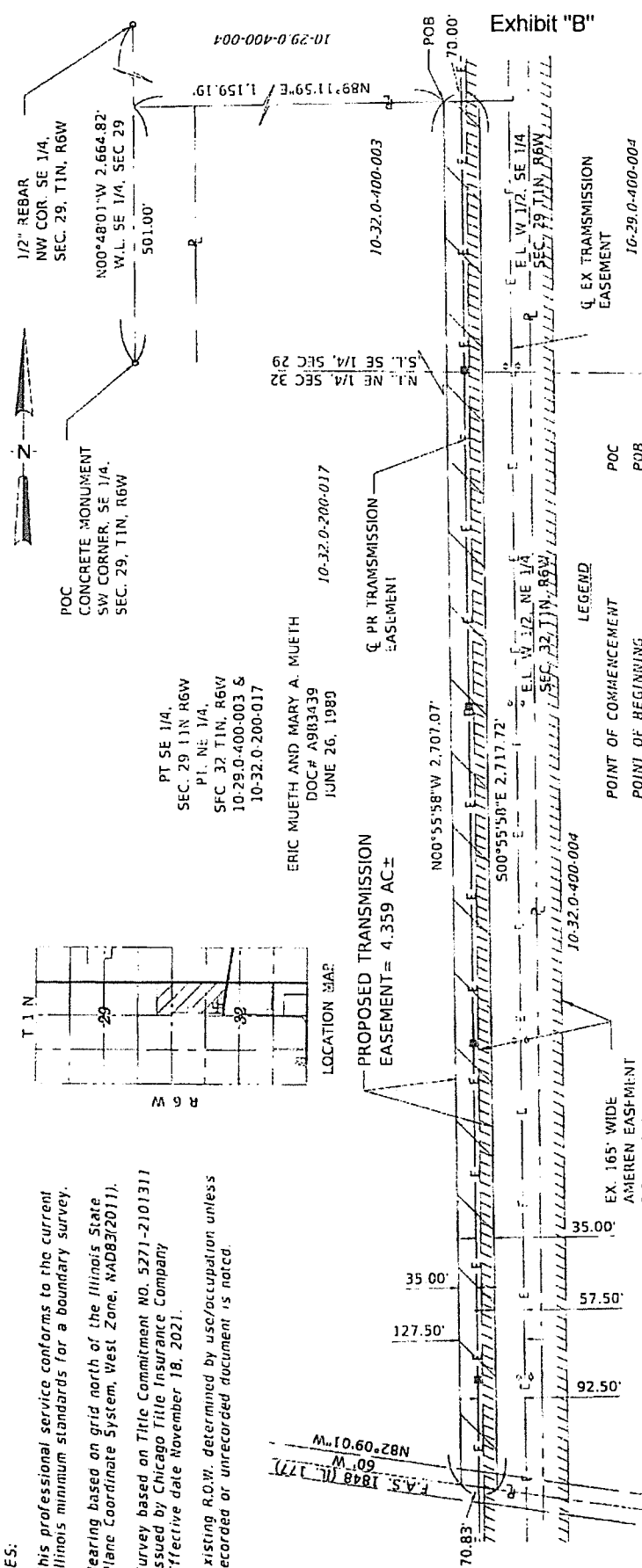
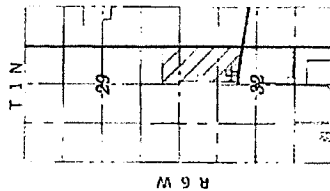
**City of Mascoutah  
Transmission line Construction  
St. Clair County, Illinois  
Tax I.D. Number 10-29.0-400-003 & 10-32.0-200-017  
Eric Mueth and Mary A, Mueth**

Part of the South Half of the Southeast Quarter of Section 29 and part of the Northeast Quarter of Section 32, all in Township 1 North, Range 6 West of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of Section 29; thence North 00 degrees 48 minutes 01 seconds West along the west line of the Southeast Quarter of Section 29, a distance of 501.00 feet; thence North 89 degrees 11 minutes 59 seconds East, a distance of 1,159.19 feet to the Point of Beginning and being 127.50 feet west of the existing centerline of an Ameren transmission easement recorded May 1<sup>st</sup>, 1969, as Document No. A312637 in the St Clair County Recorder's Office; thence continuing North 89 degrees 11 minutes 59 seconds East, 70.00 feet to a point 57.50 feet west of the existing centerline of an Ameren transmission easement; ; thence South 00 degrees 55 minutes 58 seconds East along a line 57.50 feet west and parallel to the existing centerline of an Ameren transmission easement, a distance of 2,717.72 feet to the centerline of State Road F.A.S. 1848 (Ill 117); thence North 82 degrees 09 minutes 01 seconds West along the centerline of State Road F.A.S. 1848, a distance of 70.83 feet to a point 127.50 feet west of the existing centerline of an Ameren transmission easement; thence North 00 degrees 55 minutes 58 seconds West along a line 127.50 feet west and parallel to the existing centerline of an Ameren transmission easement, a distance of 2,707.07 feet to the Point of Beginning containing 189,867.84 square feet or 4.359 acres more or less.

**NOTES:**

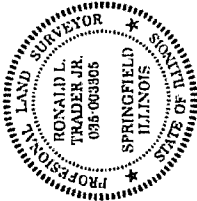
1. This professional service conforms to the current Illinois minimum standards for a boundary survey.
2. Bearing based on grid north of the Illinois State Plane Coordinate System, West Zone, NAD83(2011).
3. Survey based on Title Commitment NO. 5271-2101311 Issued by Chicago Title Insurance Company Effective date November 18, 2021.
4. Existing R.O.W. determined by use/occupation unless recorded or unrecorded document is noted.



**Exhibit "B"**

**LEGEND**

- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- FOUND MONUMENT
- IRON ROD SET
- APPROXIMATE POLE LOCATION
- EXISTING POLE LOCATION
- PROPERTY LINE
- SECTION LINE
- QUARTER SECTION LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED TRANSMISSION EASEMENT BOUNDARY



STATE OF ILLINOIS )  
COUNTY OF SANGAMON )

I, RONALD L. TRADER JR., CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

*Ronald L. Trader Jr.*  
RONALD L. TRADER JR.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003305  
LICENSE EXPIRES 11/30/2022  
FIRM LICENSE NO. 184-001084

21E0023	RLT
21E0023	RLT
21E0023	KIN
21E0023	FEB. 2022
21E0023	6/8/2022



**CITY OF  
MASCOUTAH,  
ILLINOIS**

ERIC MUETH AND MARY A. MUETH  
1" = 200'

10-29.0-400-003 &  
10-32.0-200-017



*Mascoutah*  
ILLINOIS

RECEIPT

Easement No:

10290400003, 10320200017

Project No:

Electrical Transmission Easement

Acres:

4.359 acre Permanent Electrical Transmission Easement

Private:

☐

Abutting:

☐

County:

St. Clair

Twp:

1N

Rng:

6W

Section:

29  
32

R/W:

File/Loc:

*Handwritten:* 10-21-22  
EM 10-21-22

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of \$203,328.10 Dollars for an:

☒

Permanent Easement

☐

Damages (crop, drainage tiles, fence, etc.)

☐

Temporary Easement

☐

Other: \_\_\_\_\_

Acknowledged this 21<sup>st</sup> day of OCTOBER, 20 22.

City of Mascoutah

BY:

*[Signature]*  
Right-of-Way Representative

GRANTOR(S)

BY:

*[Signature]*  
Eric Mueth

BY:

*[Signature]*  
Mary A. Mueth

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Grantor's Address: 7501 Woodland School Road  
Mascoutah, Illinois 62258

Phone: (618) 746-1857

ORIGINAL

**City of Mascoutah 138 KV Extension  
CALCULATION WORKSHEET**

Date 10-21-2022

**Tract Number(s):** 10-29.0-400-003, 10-32.0-200-017

**Landowner Name:** Eric Mueth and Mary A. Mueth

**Permanent Easement** varies

4.359 (acres) X \$45,900.00 per acre @ 100% = \$200,078.10

**Misc. Damages**

<b>Administrative / Legal</b>	Prev. Paid \$3250	\$3,250
-------------------------------	-------------------	---------

**Total Balance Due from Mascoutah** **\$203,328.10**

**CITY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LANDOWNER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF MASCOUTAH**  
**Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** **Resolution of Authorization – Deed of Easement  
Linda Bailey and Triune Properties LLC**

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Council approval and adoption of resolution authorizing the execution of a deed of easement 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. An agreement has been reached with Linda Bailey and Triune Properties LLC which now requires approval by resolution for the City to execute the required documents and authorize payment.

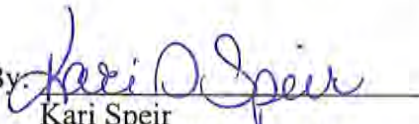
**RECOMMENDATION:**

Council approval and adoption of Resolution.

**SUGGESTED MOTIONS:**

I move that the Council approve and adopt Resolution No. 22-23-\_\_, 22-23-\_\_, and 22-23-\_\_, a resolution to authorize the Mayor or City Manager to execute any and all documents to procure deed of easement for electrical utilities with Linda M. Bailey, Linda M. Bailey as Successor Trustee of the Bailey Land Trust Dated February 21<sup>st</sup> 2007, and Triune Properties LLC in the amount of \$96,442.00 in conjunction with the 138KV Phase II Project.

Approved By

  
Kari Speir  
Assistant City Manager

Attachment: A – Resolutions  
B – Deed of Easements



**RESOLUTION NO. 22-23-\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE DEED  
OF EASEMENT FOR ELECTRICAL UTILITIES WITH LINDA M. BAILEY.**

**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 for construction of new 138kV transmission lines to connect a new north substation and the existing union substation to Ameren Illinois' new ring bus interconnect to improve reliability and increase capacity to the City's electrical utilities (commonly known as the 138kV Phase II Electric Project); and

**WHEREAS**, these utility easements 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 deed of easement for electrical utilities with Linda M. Bailey in conjunction with the 138kV Phase II Electric Project for 0.621 acres of property identified as permanent parcel #15-05-0-100-005 and for 1.633 acres of property identified as permanent parcel #15-05-0-200-007 & 15-05-0-200-010 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 execute payment of \$50,584.00 in the form of a cashier's check or certified check.

**PASSED AND APPROVED** by the City Council of the City of Mascoutah, Illinois on the 7<sup>th</sup> day of November, 2022.

AYE's           —  
NAY's           —  
ABSENT         —

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

Attachment A

**RESOLUTION NO. 22-23-\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE DEED  
OF EASEMENT FOR ELECTRICAL UTILITIES WITH LINDA M. BAILEY, AS  
SUCCESSOR TRUSTEE OF THE BAILEY LAND TRUST DATED FEBRUARY 21<sup>ST</sup>  
2007.**

**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 for construction of new 138kV transmission lines to connect a new north substation and the existing union substation to Ameren Illinois' new ring bus interconnect to improve reliability and increase capacity to the City's electrical utilities (commonly known as the 138kV Phase II Electric Project); and

**WHEREAS**, these utility easements 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 deed of easement for electrical utilities with Linda M. Bailey, as Successor Trustee of the Bailey Land Trust Dated February 21<sup>st</sup>, 2007 in conjunction with the 138kV Phase II Electric Project for 0.317 acres of property identified as permanent parcel #15-05-0-100-010 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 execute payment of \$6,657.00 in the form of a cashier's check or certified check.

**PASSED AND APPROVED** by the City Council of the City of Mascoutah, Illinois on the 7<sup>th</sup> day of November, 2022.

AYE's           —  
NAY's           —  
ABSENT         —

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

**RESOLUTION NO. 22-23-\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE DEED OF EASEMENT FOR ELECTRICAL UTILITIES WITH TRIUNE PROPERTIES LLC.**

**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 for construction of new 138kV transmission lines to connect a new north substation and the existing union substation to Ameren Illinois' new ring bus interconnect to improve reliability and increase capacity to the City's electrical utilities (commonly known as the 138kV Phase II Electric Project); and

**WHEREAS**, these utility easements 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 deed of easement for electrical utilities with Triune Properties LLC in conjunction with the 138kV Phase II Electric Project for 1.831 acres of property identified as permanent parcel #15-05-0-300-002 and 15-05-0-100-011 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 execute payment of \$39,201.00 in the form of a cashier's check or certified check.

**PASSED AND APPROVED** by the City Council of the City of Mascoutah, Illinois on the 7<sup>th</sup> day of November, 2022.

AYE's           —  
NAY's           —  
ABSENT         —

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

**Deed of Easement  
for Electrical Utilities**

**After recording return to:**

CITY OF MASCOUTAH  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258

Project: 138 KV Power Line Extension Phase II  
Parcel Number: 15050100005,

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Linda M. Bailey**, having an address of 21 W. Church Street, Mascoutah, Illinois 62258, hereinafter referred to as the "**Landowner**", and the **City of Mascoutah** organized and existing under the laws of the State of Illinois, having an office for the transaction of business at #3 West Main Street, Mascoutah, IL, hereinafter referred as the "**City**".

**WITNESETH:**

1. The Landowner, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollar(s) (\$10.00), and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the *City*, its successor and assigns, an easement and access rights for the purpose of constructing and maintaining overhead electrical transmission lines consisting of a single line of two (2) single-shaft utility poles for the purpose of transmitting electrical energy and other internal telecommunication devices needed for the transmission of electric energy under, across and over a portion of the following described property situated in St. Clair County, Illinois, under, across and over a part of the Landowner's property situated in St. Clair County, Illinois and described as follows:

See Exhibit A

The specific location of the transmission line, poles and easement as shown on Exhibit B attached hereto and made a part hereof.

2. Together with the right of the City, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material for the purpose of (i) making all

necessary excavations and doing all acts necessary or convenient for the purpose of constructing electrical utilities and associated appurtenances; (ii) removing trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein; and (iii) doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. The City's right to access the easement area shall be made directly from a public roadway whenever possible. The City may install culverts for access to the easement area from the public roadway. Such culverts shall be left in place unless Landowner requests removal.

3. The right to freely use and enjoy the land consisting of the easement described above is reserved to Landowners, its successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation, or maintenance of the City's utilities and attached facilities; this includes but is not limited to usual and customary farming, grazing and hunting. Landowner for itself and its successors and assigns, further reserves and retains all rights to occupy and use the easement land to construct, use, maintain, operate, repair and relocate public or private access driveways, roadways, fences, drainage structures, parking lots, vegetation, utilities such as water lines, sewer lines, natural gas and solar installations so long as any such usage and facilities do not endanger, obstruct, or interfere with City's electrical easement of the construction, operation and maintenance of City's utilities and attached facilities. No building, structure or similar improvements shall be erected within said easement, nor shall the grade under City's facilities within said easement be substantially altered, without the consent of the City. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

4. The City agrees, by acceptance of this easement, that poles will be located as shown on Exhibit B and no additional poles or utilities will be added without the Landowner's consent, no guy wires will be placed on the poles and poles will only be used for City's electric and communications cable for City's electrical utility. Landowner, or Landowner's agent, shall be notified of the start date for construction on his/her property and shall have the right to inspect the flagged our area before any poles are set. In circumstances where this easement is located adjacent to an existing easement in order to allow for efficient farming and use of the Property by Landowner, the City shall in good faith attempt to locate and place the poles in line with the existing poles rather than offset. Without Landowner consent, no poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for drainage will remain open. Roads, access ways and waterways that are damaged will be repaired by the City. Construction debris and all waste concrete will be cleaned up and removed from the site by the City. The City will be responsible for all liability including construction, design and upkeep.

5. The City further agrees, that upon any soil excavation made in connection with this easement, upon completion the excavation area shall be backfilled and resurfaced to as nearly as possible the same condition as exited when said opening was made, provided that City shall be obligated to restore landscaping within said easement, and grass which was destroyed, all such work to be done at the expense of the City.

6. The City further agrees, by acceptance of this Deed of Easement and Right of Way, to reimburse the Landowner for any crop damage as a result of the installation, construction, and maintenance of said electrical facilities. Crop damage will be calculated as follows:

APH Yield X Crop Price X Multiplier:

Multiplier = 2 for future crop damage due to compaction, soil disturbance, etc.;

Multiplier = 1 if no crops are in the field when work is completed;

APH Yield will be determined from established crop insurance;

Crop Price = Price of crop determined by average October bid on December futures for corn, or average October bid on November futures for soybeans (same number used by crop insurance);

Acreage will be full width and length of the disturbance.

The City will pay crop damage until the ground is producing at the original rate or up to five years, whichever comes first. First year crop damage will be paid at the going rate for that year. Second year crop damage will be paid at half the going rate due to compacting soil. Third, fourth and fifth year crop damage will be paid at one quarter, one eighth, and one sixteenth of the going rate, respectively.

7. Field Tile.

(a) Field tile damaged by the City during its activities on the easement land, as well as its activities anywhere else on the Landowner's property, will be repaired or replaced at the expense of the City. In so doing, the City shall employ a qualified, local tile contractor, if available, either chosen by Landowner, or selected by the City and approved by Landowner. If Landowner and the City agree, Landowner may repair the damages or destroyed field tile, and the City agrees to compensate Landowner for the cost of doing same.

(b) Each and every damaged or destroyed field tile by the City shall be repaired and reattached, or rerouted, regardless of the water flow. If requested by Landowner, solid tile shall be repaired with similar solid field tile, perforated dual wall, or tiling material of an equivalent value and effectiveness.

(c) Landowner shall be notified of the opportunity to inspect all field tile repairs, replacements, and rerouting before the tile is covered with soil, within 24 hours of notification of completed repair. Any repair, replacement, and rerouting will be done in such a way that assures the tile line's proper and continuing operation at the point of repair or replacement, or rerouting.

(d) If water is flowing through any damaged field tile line, the tile line will be immediately and temporarily repaired or rerouted until such time that permanent repairs can be made. If the field tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made with 14 days of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials and small mammals into the tile line.

(e) Tile repairs and replacements, and rerouting, shall be performed in such a manner that topsoil and subsoil are not intermixed and so that subsoil is placed in the excavation first, followed by topsoil.



8.       Compaction. Any soil Compaction caused by the City during initial construction of the easement or during the term of the easement shall be remediated as soon as possible using standard agricultural practices in use at the time. Alternatively, rather than perform the remediation work the City may satisfy this requirement by compensating the Landowner for compaction damages. Compensation for compaction damages shall be calculated using custom rates established by the University of Illinois and in effect at the time.

9.       Electric Fund. The City shall maintain funds in it's Electrical Fund for the damages contemplated herein. The City shall pay such damages in a timely manner. Damages not paid in a timely manner shall accrue interest. In the event Landowner is required to pursue legal remedies against the City for payment of damages and Landowner is successful in its legal action then the City shall reimburse Landowner for legal fees.

10.      Soil Disturbance. Any land comprising the easement land, and any other land of the Landowner, which is disturbed by the activities of the City, shall be restored by the City to its previous grade. Prior to the City's excavation of holes for the placement of poles, Landowner shall inform the City whether Landowner wishes to retain subsoil as well as top soil; and if so whether retained soil(s) is to be spread evenly in the easement area or deposited on the easement for Landowner's use. If Landowner does not authorize the removal of soil and does not specify Landowner's wishes as to excavated soil, topsoil shall be spread evenly on the easement land and subsoil shall be removed.

11.      After the initial construction, except for emergency situations, the City will attempt to give Landowner or Landowner's agents reasonable notice if it desires to come onto the easement land, or any other property of Landowner which adjoins and is contiguous with said easement land, for construction, repair, maintenance, and inspection activities.

12.      Except for emergencies, both during initial construction and thereafter, the City shall not enter upon the easement with vehicles or equipment in excessively wet conditions. Excessively wet conditions are deemed to be such times when a prudent farm operator or Landowner would not enter upon the property for farming or land maintenance.

13.      Should the transmission line for which this transmission easement has been granted not be constructed within ten (10) years after the date granted as stated hereinabove; or after the transmission line for which this transmission easement has been granted has been constructed and put into use and operation, it is subsequently abandoned for more than a period of twenty-four (24) months, then the City shall remove said lines and all of the City's facilities from the Landowner's premises, including the removal of the concrete foundation for the poles to a depth of five (5) feet, and in either case file a document of record in the county where the property is located releasing the premises from this transmission easement, thereby vacating and terminating all rights and privileges therein granted. In the event the facilities of the City are removed from the easement land, the City agrees to restore such land to the condition substantially the same as it existed prior to the construction, operation and removal of the facilities, including replacement of topsoil and restoration of grade.

14. In the event the City requires temporary workspace easements for the use of land adjoining the easement land during the initial construction of the City transmission line, the City shall notify Landowner and the parties shall execute an additional temporary easement with respect to the additional space, and if there are terms or conditions to that temporary use, the parties shall establish a separate supplemental agreement with respect to that temporary easement. In the event the City utilizes Landowner owned property outside of the easement area without written approval, Landowner and the City agree that the additional compensation due to Landowner from the City for the additional temporary workspace shall be determined pursuant to the calculations and cost, pro-rata, per acre as paid for the permanent transmission easement including crop damages, however, the compensation for the temporary workspace shall be based on 50% of the fair market value for the land as set forth on that calculation worksheet.

15. Indemnification; Waivers of claims

(a) The City shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by the City, or the City's agents and representatives, in the exercise of the City's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.

(b) The City's indemnification obligation hereunder includes all Claims brought by the City's employees, agents, contractors, subcontractors or other representatives related to any work performed on the property in connection with the exercise of the City's rights in this Agreement.

16. This Agreement shall be governed by and interpreted in accordance with laws of the State of Illinois. In the event of any breach of a monetary obligation by the City under this Agreement, Landowner shall provide the City with written notice and the City shall have thirty (30) days after the City's receipt of said notice to cure the breach. Landowner and the City agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and the City are unable to resolve amicably and dispute arising out of or in connection with this Agreement, each shall have all remedies available by law or in equity in state and federal courts in the State of Illinois. The prevailing party of any lawsuit shall be entitled to its reasonable attorney's fees, costs, and expenses associated with the lawsuit.

17. To the extent this Easement does not provide adequate guidance on construction standards, land or crop damages, or remediation over and across agricultural land then the "Electric Transmission Construction Designs and Standard" portions of the Agricultural Impact Mitigation Agreement for overhead electric easements ("AIMA") as prepared by the Illinois Department of Agricultural and in effect at the date of execution shall provide guidance and standards which the City agrees to follow and abide by.

18. **TO HAVE AND TO HOLD** the above granted easement unto the City, its successors and assigns. Landowner does further covenant with the City as follows:

(a) That the Landowner is the owner in fee simple of the real estate hereby subjected to said easement and right-of-way and has good title to convey the same.

(b) That the City shall quietly enjoy the said easement and right-of-way.

**IN WITNESS WHEREOF**, the **Landowner** has duly executed this **INDENTURE**, all as of the day and year first above written.

CITY:

City of Mascoutah

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

LANDOWNERS:

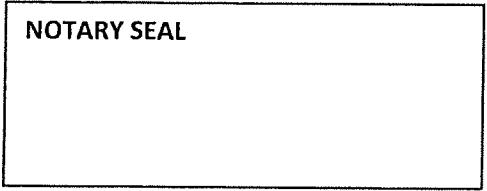
Linda M. Bailey

Signature: 

Title: \_\_\_\_\_

STATE OF ILLINOIS    )  
                                      )  
COUNTY OF ST. CLAIR)

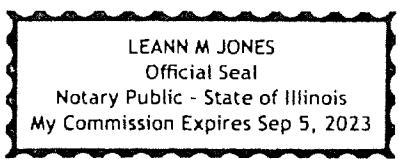
SS



I, LeAnn M. Jones a Notary Public for the State and  
County aforesaid, do hereby certify that **Linda M. Bailey**,  
personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this  
day in person

and acknowledged that she signed and delivered the same instrument as her free and voluntary act  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of November 2022.



LeAnn M. Jones  
Notary Public

My Commission Expires: 9-5-2023

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF ST. CLAIR    )       SS

I, \_\_\_\_\_, a Notary Public for the State and County aforesaid, do hereby certify that **Pat McMahan**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

NOTARY SEAL

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exempt under provision of paragraph B section 4 of Il. Real Estate Transfer Tax Act.

\_\_\_\_\_  
Buyer, Seller or Representative

\_\_\_\_\_  
Date

Exempt under provision of paragraph B section 4 of Il. Real Estate Transfer Tax Act.

\_\_\_\_\_  
Buyer, Seller or Representative

\_\_\_\_\_  
Date

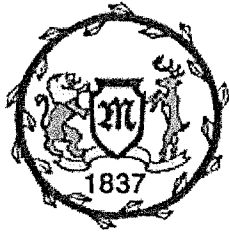
**Exhibit "A"**

**City of Mascoutah  
Transmission line Construction  
St. Clair County, Illinois  
Tax I.D. Number 15-05.0-100-005  
Linda M. Bailey**

A strip of land being a part of Northeast Quarter of the Northwest Quarter of Section 5, Township 1 South, Range 6 West of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of Section 32 in Township 1 North, Range 6 West of the Third Principal Meridian, also being on the north line of Lot 13 of the Northwest Quarter of the Northeast Quarter of Section 5 in Township 1 South, Range 6 West of the Third Principal Meridian; thence North 89 degrees 27 minutes 50 seconds West along the north line of Lot 13 of Northwest Quarter of the Northeast Quarter, a distance of 538.74 feet to the Northwest corner of Lot 13 shown on a Plat Recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats C on Page 109 in Northwest Quarter of the Northeast Quarter of Section 5, Township 1 South, Range 6 West of the Third Principal Meridian, also being the Point of Beginning; thence South 00 degrees 47 minutes 09 seconds East along the west line of Lot 13 of Section 5, a distance of 25.01 feet to the north line of Lot 2 of Commerce Acres, being a Subdivision of Lot 14 of the Northeast Quarter of the Northwest Quarter of Section 5; thence North 89 degrees 27 minutes 50 seconds West along the north line of Lot 2 of Commerce Acres, a distance of 1,082.74 feet to the intersection of the extended east line of Jefferson Street; thence North 00 degrees 03 minutes 41 seconds East along the extended east line of Jefferson Street to the north line of the Northeast Quarter of the Northwest Quarter of Section 5, a distance of 25.00 feet; thence South 89 degrees 27 minutes 50 seconds East along the north line of the Northeast Quarter of the Northwest Quarter of Section 5, a distance of 1,082.37 feet to the Point of Beginning containing 27,063.93 square feet or 0.621 acres more or less.





Mascoutah  
ILLINOIS

RECEIPT

Easement No: 15-05.0-100-005

Project No: Electrical Transmission Easement

Acres: 0.621 acre Permanent Electrical Transmission Easement

Private:

☐

Abutting:

☐

County: St. Clair

Twp:

1S

Rng:

6W

Section:

5

R/W:

File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of \$13,041.00 Dollars for an:

☒

Permanent Easement

☐

Damages (crop, drainage tiles, fence, etc.)

☐

Temporary Easement

☐

Other: \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Mascoutah

BY: \_\_\_\_\_

Right-of-Way Representative

GRANTOR(S)

BY: \_\_\_\_\_

Linda M. Bailey

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Grantor's Address: 21 W. Church Street  
Mascoutah, Illinois 62258

Phone: (618) 530-6609

**City of Mascoutah 138 KV Extension  
CALCULATION WORKSHEET**

Date \_\_\_\_\_

**Tract Number(s):** \_\_\_\_\_ 15-05.0-100-005 \_\_\_\_\_

**Landowner Name:** \_\_\_\_\_ Linda M. Bailey \_\_\_\_\_

**Permanent Easement** \_\_\_\_\_ ft wide \_\_\_\_\_

\_\_\_\_\_ 0.621 \_\_\_\_\_ (acres) X \_\_\_\_\_ \$21,000.00 \_\_\_\_\_ per acre @ 100% = \_\_\_\_\_ \$13,041.00

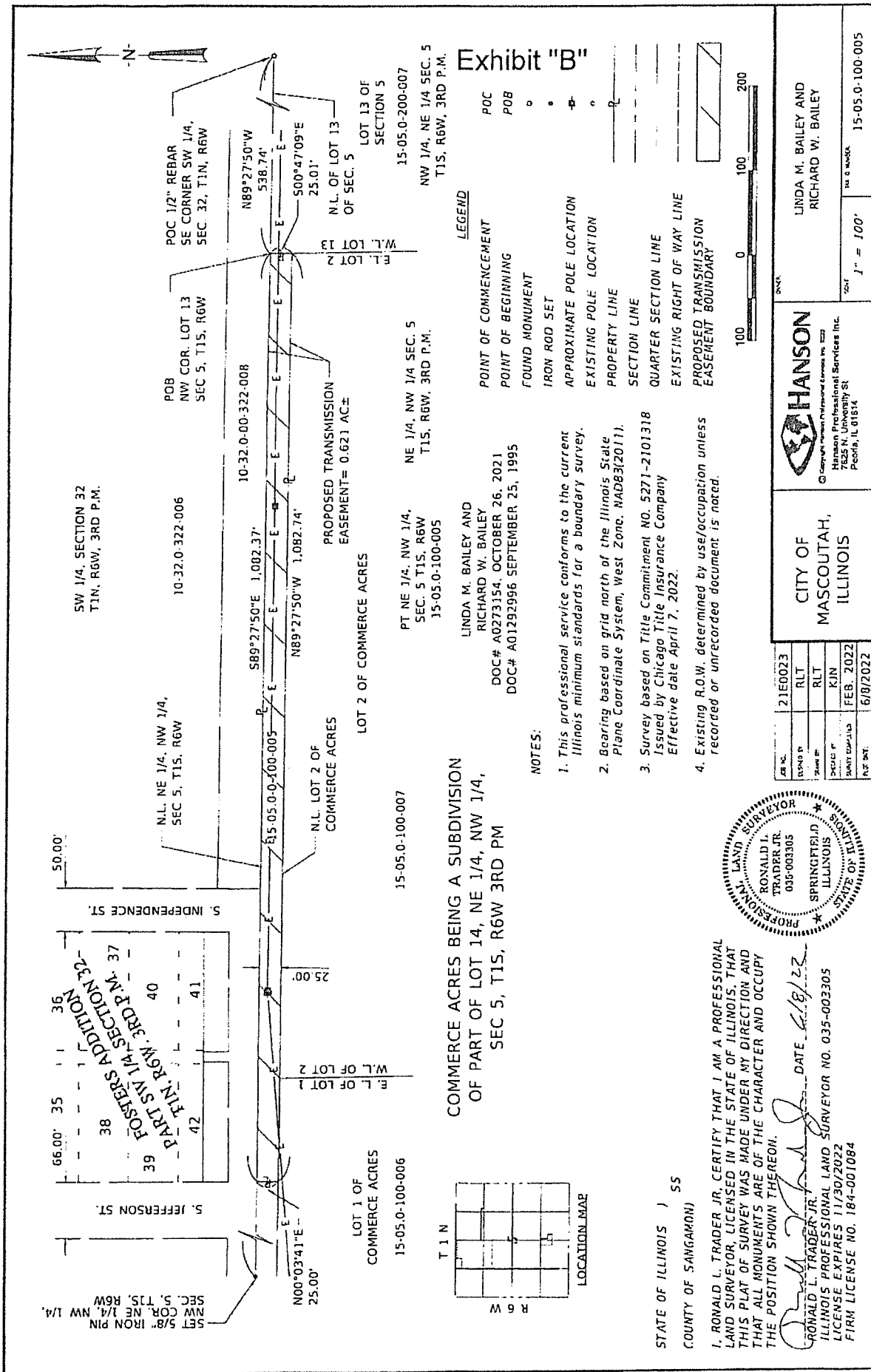
**Misc. Damages**

**Administrative / Legal** \_\_\_\_\_ Prev. Paid \$3250 \_\_\_\_\_

**Total Balance Due from Mascoutah** \_\_\_\_\_ **\$13,041.00** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LANDOWNER:** \_\_\_\_\_  \_\_\_\_\_ **DATE:** \_\_\_\_\_



**Deed of Easement  
for Electrical Utilities**

**After recording return to:**

CITY OF MASCOUTAH  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258

Project: **138 KV Power Line Extension Phase II**  
Parcel Number: **15050200007, 15050200010,**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Linda M. Bailey**, having an address of 21 W. Church Street, Mascoutah, Illinois 62258, hereinafter referred to as the "**Landowner**", and the **City of Mascoutah** organized and existing under the laws of the State of Illinois, having an office for the transaction of business at #3 West Main Street, Mascoutah, IL, hereinafter referred as the "**City**".

**WITNESETH:**

1. The Landowner, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollar(s) (\$10.00), and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the *City*, its successor and assigns, an easement and access rights for the purpose of constructing and maintaining overhead electrical transmission lines consisting of a single line of four (4) single-shaft utility poles for the purpose of transmitting electrical energy and other internal telecommunication devices needed for the transmission of electric energy under, across and over a portion of the following described property situated in St. Clair County, Illinois, under, across and over a part of the Landowner's property situated in St. Clair County, Illinois and described as follows:

See Exhibit A

The specific location of the transmission line, poles and easement as shown on Exhibit B attached hereto and made a part hereof.

2. Together with the right of the City, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material for the purpose of (i) making all

necessary excavations and doing all acts necessary or convenient for the purpose of constructing electrical utilities and associated appurtenances; (ii) removing trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein; and (iii) doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. The City's right to access the easement area shall be made directly from a public roadway whenever possible. The City may install culverts for access to the easement area from the public roadway. Such culverts shall be left in place unless Landowner requests removal.

3. The right to freely use and enjoy the land consisting of the easement described above is reserved to Landowners, its successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation, or maintenance of the City's utilities and attached facilities; this includes but is not limited to usual and customary farming, grazing and hunting. Landowner for itself and its successors and assigns, further reserves and retains all rights to occupy and use the easement land to construct, use, maintain, operate, repair and relocate public or private access driveways, roadways, fences, drainage structures, parking lots, vegetation, utilities such as water lines, sewer lines, natural gas and solar installations so long as any such usage and facilities do not endanger, obstruct, or interfere with City's electrical easement of the construction, operation and maintenance of City's utilities and attached facilities. No building, structure or similar improvements shall be erected within said easement, nor shall the grade under City's facilities within said easement be substantially altered, without the consent of the City. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

4. The City agrees, by acceptance of this easement, that poles will be located as shown on Exhibit B and no additional poles or utilities will be added without the Landowner's consent, no guy wires will be placed on the poles and poles will only be used for City's electric and communications cable for City's electrical utility. Landowner, or Landowner's agent, shall be notified of the start date for construction on his/her property and shall have the right to inspect the flagged our area before any poles are set. In circumstances where this easement is located adjacent to an existing easement in order to allow for efficient farming and use of the Property by Landowner, the City shall in good faith attempt to locate and place the poles in line with the existing poles rather than offset. Without Landowner consent, no poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for drainage will remain open. Roads, access ways and waterways that are damaged will be repaired by the City. Construction debris and all waste concrete will be cleaned up and removed from the site by the City. The City will be responsible for all liability including construction, design and upkeep.

5. The City further agrees, that upon any soil excavation made in connection with this easement, upon completion the excavation area shall be backfilled and resurfaced to as nearly as possible the same condition as exited when said opening was made, provided that City shall be obligated to restore landscaping within said easement, and grass which was destroyed, all such work to be done at the expense of the City.

6. The City further agrees, by acceptance of this Deed of Easement and Right of Way, to reimburse the Landowner for any crop damage as a result of the installation, construction, and maintenance of said electrical facilities. Crop damage will be calculated as follows:

APH Yield X Crop Price X Multiplier:

Multiplier = 2 for future crop damage due to compaction, soil disturbance, etc.;  
Multiplier = 1 if no crops are in the field when work is completed;  
APH Yield will be determined from established crop insurance;  
Crop Price = Price of crop determined by average October bid on December futures for corn, or average October bid on November futures for soybeans (same number used by crop insurance);  
Acreage will be full width and length of the disturbance.

The City will pay crop damage until the ground is producing at the original rate or up to five years, whichever comes first. First year crop damage will be paid at the going rate for that year. Second year crop damage will be paid at half the going rate due to compacting soil. Third, fourth and fifth year crop damage will be paid at one quarter, one eighth, and one sixteenth of the going rate, respectively.

7. Field Tile.

(a) Field tile damaged by the City during its activities on the easement land, as well as its activities anywhere else on the Landowner's property, will be repaired or replaced at the expense of the City. In so doing, the City shall employ a qualified, local tile contractor, if available, either chosen by Landowner, or selected by the City and approved by Landowner. If Landowner and the City agree, Landowner may repair the damages or destroyed field tile, and the City agrees to compensate Landowner for the cost of doing same.

(b) Each and every damaged or destroyed field tile by the City shall be repaired and reattached, or rerouted, regardless of the water flow. If requested by Landowner, solid tile shall be repaired with similar solid field tile, perforated dual wall, or tiling material of an equivalent value and effectiveness.

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13.      Should the transmission line for which this transmission easement has been granted not be constructed within ten (10) years after the date granted as stated hereinabove; or after the transmission line for which this transmission easement has been granted has been constructed and put into use and operation, it is subsequently abandoned for more than a period of twenty-four (24) months, then the City shall remove said lines and all of the City's facilities from the Landowner's premises, including the removal of the concrete foundation for the poles to a depth of five (5) feet, and in either case file a document of record in the county where the property is located releasing the premises from this transmission easement, thereby vacating and terminating all rights and privileges therein granted. In the event the facilities of the City are removed from the easement land, the City agrees to restore such land to the condition substantially the same as it existed prior to the construction, operation and removal of the facilities, including replacement of topsoil and restoration of grade.

14. In the event the City requires temporary workspace easements for the use of land adjoining the easement land during the initial construction of the City transmission line, the City shall notify Landowner and the parties shall execute an additional temporary easement with respect to the additional space, and if there are terms or conditions to that temporary use, the parties shall establish a separate supplemental agreement with respect to that temporary easement. In the event the City utilizes Landowner owned property outside of the easement area without written approval, Landowner and the City agree that the additional compensation due to Landowner from the City for the additional temporary workspace shall be determined pursuant to the calculations and cost, pro-rata, per acre as paid for the permanent transmission easement including crop damages, however, the compensation for the temporary workspace shall be based on 50% of the fair market value for the land as set forth on that calculation worksheet.

15. Indemnification; Waivers of claims

(a) The City shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by the City, or the City's agents and representatives, in the exercise of the City's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.

(b) The City's indemnification obligation hereunder includes all Claims brought by the City's employees, agents, contractors, subcontractors or other representatives related to any work performed on the property in connection with the exercise of the City's rights in this Agreement.

16. This Agreement shall be governed by and interpreted in accordance with laws of the State of Illinois. In the event of any breach of a monetary obligation by the City under this Agreement, Landowner shall provide the City with written notice and the City shall have thirty (30) days after the City's receipt of said notice to cure the breach. Landowner and the City agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and the City are unable to resolve amicably and dispute arising out of or in connection with this Agreement, each shall have all remedies available by law or in equity in state and federal courts in the State of Illinois. The prevailing party of any lawsuit shall be entitled to its reasonable attorney's fees, costs, and expenses associated with the lawsuit.

17. To the extent this Easement does not provide adequate guidance on construction standards, land or crop damages, or remediation over and across agricultural land then the "Electric Transmission Construction Designs and Standard" portions of the Agricultural Impact Mitigation Agreement for overhead electric easements ("AIMA") as prepared by the Illinois Department of Agricultural and in effect at the date of execution shall provide guidance and standards which the City agrees to follow and abide by.

18. **TO HAVE AND TO HOLD** the above granted easement unto the City, its successors and assigns. Landowner does further covenant with the City as follows:

(a) That the Landowner is the owner in fee simple of the real estate hereby subjected to said easement and right-of-way and has good title to convey the same.

(b) That the City shall quietly enjoy the said easement and right-of-way.

**IN WITNESS WHEREOF**, the **Landowner** has duly executed this **INDENTURE**, all as of the day and year first above written.

CITY:

City of Mascoutah

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

LANDOWNER:

Linda M. Bailey

Signature: 

Title: \_\_\_\_\_

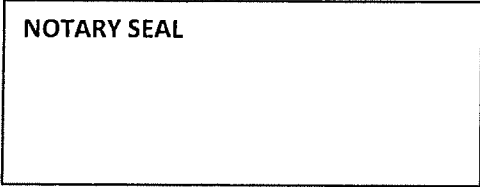
LANDOWNER:

\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

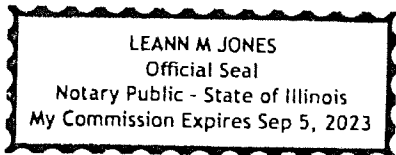
STATE OF ILLINOIS     )  
                                      )     SS  
COUNTY OF ST. CLAIR)



I, LeAnn M. Jones a Notary Public for the State and  
County aforesaid, do hereby certify that **Linda M. Bailey**,  
personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this  
day in person

and acknowledged that she signed and delivered the same instrument as her free and voluntary act  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of November, 2022.



LeAnn M. Jones  
Notary Public

My Commission Expires: 9-5-2023

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF ST. CLAIR    )       SS

I, \_\_\_\_\_, a Notary Public for the State and County aforesaid, do hereby certify that **Pat McMahan**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

NOTARY SEAL
My Commission Expires: _____

\_\_\_\_\_  
Notary Public

Exempt under provision of paragraph B section 4 of Il. Real Estate Transfer Tax Act.

\_\_\_\_\_  
Buyer, Seller or Representative

\_\_\_\_\_  
Date

**Exhibit "A"**

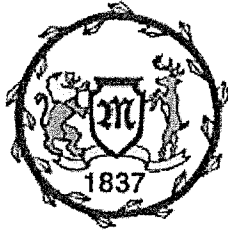
**City of Mascoutah  
Transmission line Construction  
St. Clair County, Illinois  
Tax I.D. Number 15-05.0-200-007 & 15-05.0-200-010  
Linda M. Bailey**

Part of the Lots 10 and 13 shown on a Plat Recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats C on Page 109 in the Northeast Quarter of Section 5 Township 1 South, Range 6 West of the Third Principal Meridian, more particularly described as follows:

Beginning at the Southwest Corner of the Southeast Quarter of Section 32 in Township 1 North, Range 6 West of the Third Principal Meridian, also being on the North line of Lot 13 of the Northeast Quarter of Section 5 in Township 1 South, Range 6 West of the Third Principal Meridian; thence South 89 degrees 27 minutes 50 seconds East along the north line of Lot 13 and Lot 10 of the Northeast Quarter of Section 5, a distance of 1,239.11 feet to a point 57.50 feet west of the existing centerline of an Ameren transmission easement recorded October 29th, 1969, as Document No. A326290 in the St Clair County Recorder's Office; thence South 00 degrees 55 minutes 58 seconds East along a line 57.50 feet west and parallel to the existing centerline of an Ameren transmission easement, 40.01 feet to a point 40.00 feet south of the north line of Lot 13 and Lot 10 of the Northeast Quarter of Section 5; thence North 89 degrees 27 minutes 50 seconds East along a line 40.00 feet south of the north line of Lot 13 and Lot 10 of the Northeast Quarter of Section 5, a distance of 1,777.95 feet to the west line of Lot 13 of the Northeast Quarter of Section 5; thence North 00 degrees 47 minutes 09 seconds West along the west line of Lot 13 of the Northeast Quarter of Section 5, a distance of 40.01 feet to the Northwest Corner of Lot 13 of the Northeast Quarter of Section 5; thence South 89 degrees 27 minutes 50 seconds East along the north line of Lot 13 of the Northeast Quarter of Section 5, a distance of 538.74 feet to the point of Beginning containing 71,116.03 square feet or 1.633 acres more or less.







Mascoutah  
ILLINOIS

RECEIPT

Easement No: 15050200007, 15050200010

Project No: Electrical Transmission Easement

Acres: 1.633 acre Permanent Electrical Transmission Easement

Private: ☐

Abutting: ☐

County: St. Clair

Twp: 1S

Rng: 6W

Section: 5

R/W:

File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of \$37,543.00 Dollars for an:

☒ Permanent Easement

☐ Damages (crop, drainage tiles, fence, etc.)

☐ Temporary Easement

☐ Other: \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Mascoutah

BY: \_\_\_\_\_  
Right-of-Way Representative

GRANTOR(S)

BY: Linda M. Bailey  
Linda M. Bailey

Tenant Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Grantor's Address: 21 W. Church Street  
Mascoutah, Illinois 62258

Phone: (618) 530-6609



*Mascoutah*  
ILLINOIS

RECEIPT

Easement No:

15050200007, 15050200010

Project No:

Electrical Transmission Easement

Acres:

1.633 acre Permanent Electrical Transmission Easement

Private:

☐

Abutting:

☐

County:

St. Clair

Twp:

1S

Rng:

6W

Section:

5

R/W:

File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of \$37,543.00 Dollars for an:

☒

Permanent Easement

☐

Damages (crop, drainage tiles, fence, etc.)

☐

Temporary Easement

☐

Other: \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Mascoutah

BY: \_\_\_\_\_

Right-of-Way Representative

GRANTOR(S)

BY: \_\_\_\_\_

Linda M. Bailey

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Grantor's Address: 21 W. Church Street  
Mascoutah, Illinois 62258

Phone: (618) 530-6609

**City of Mascoutah 138 KV Extension  
CALCULATION WORKSHEET**

Date \_\_\_\_\_

**Tract Number(s):** \_\_\_\_\_ 15050200007, 15050200010 \_\_\_\_\_

**Landowner Name:** \_\_\_\_\_ Linda M. Bailey \_\_\_\_\_

**Permanent Easement** \_\_\_\_\_ ft wide \_\_\_\_\_

\_\_\_\_\_ 1.633 (acres) X \_\_\_\_\_ \$21,000.00 per acre @ 100% = \_\_\_\_\_ \$34,293.00

**Misc. Damages**

<b>Administrative / Legal</b>	Prev. Paid \$3250	\$3,250
-------------------------------	-------------------	---------

**Total Balance Due from Mascoutah** \$37,543.00

**CITY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LANDOWNER:** \_\_\_\_\_ 

**DATE:** \_\_\_\_\_

**Deed of Easement  
for Electrical Utilities**

**After recording return to:**

CITY OF MASCOUTAH  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258

Project: **138 KV Power Line Extension Phase II**  
Parcel Number: **15050100010**,

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Linda M. Bailey, as Successor Trustee of the Bailey Land Trust Dated February 21st, 2007**, having an address of 21 W. Church Street, Mascoutah, Illinois 62258, hereinafter referred to as the "**Landowner**", and the **City of Mascoutah** organized and existing under the laws of the State of Illinois, having an office for the transaction of business at #3 West Main Street, Mascoutah, IL, hereinafter referred to as the "**City**".

**WITNESETH:**

1. The Landowner, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollar(s) (\$10.00), and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the *City*, its successor and assigns, an easement and access rights for the purpose of constructing and maintaining overhead electrical transmission lines consisting of a single line of zero (0) single-shaft utility poles for the purpose of transmitting electrical energy and other internal telecommunication devices needed for the transmission of electric energy under, across and over a portion of the following described property situated in St. Clair County, Illinois, under, across and over a part of the Landowner's property situated in St. Clair County, Illinois and described as follows:

See Exhibit A

The specific location of the transmission line, poles and easement as shown on Exhibit B attached hereto and made a part hereof.

2. Together with the right of the City, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material for the purpose of (i) making all necessary excavations and doing all acts necessary or convenient for the purpose of constructing electrical utilities and associated appurtenances; (ii) removing trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein; and (iii) doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. The City's right to access the easement area shall be made directly from a public roadway whenever possible. The City may install culverts for access to the easement area from the public roadway. Such culverts shall be left in place unless Landowner requests removal.

3. The right to freely use and enjoy the land consisting of the easement described above is reserved to Landowners, its successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation, or maintenance of the City's utilities and attached facilities; this includes but is not limited to usual and customary farming, grazing and hunting. Landowner for itself and its successors and assigns, further reserves and retains all rights to occupy and use the easement land to construct, use, maintain, operate, repair and relocate public or private access driveways, roadways, fences, drainage structures, parking lots, vegetation, utilities such as water lines, sewer lines, natural gas and solar installations so long as any such usage and facilities do not endanger, obstruct, or interfere with City's electrical easement of the construction, operation and maintenance of City's utilities and attached facilities. No building, structure or similar improvements shall be erected within said easement, nor shall the grade under City's facilities within said easement be substantially altered, without the consent of the City. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

4. The City agrees, by acceptance of this easement, that poles will be located as shown on Exhibit B and no additional poles or utilities will be added without the Landowner's consent, no guy wires will be placed on the poles and poles will only be used for City's electric and communications cable for City's electrical utility. Landowner, or Landowner's agent, shall be notified of the start date for construction on his/her property and shall have the right to inspect the flagged our area before any poles are set. In circumstances where this easement is located adjacent to an existing easement in order to allow for efficient farming and use of the Property by Landowner, the City shall in good faith attempt to locate and place the poles in line with the existing poles rather than offset. Without Landowner consent, no poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for drainage will remain open. Roads, access ways and waterways that are damaged will be repaired by the City. Construction debris and all waste concrete will be cleaned up and removed from the site by the City. The City will be responsible for all liability including construction, design and upkeep.

5. The City further agrees, that upon any soil excavation made in connection with this easement, upon completion the excavation area shall be backfilled and resurfaced to as nearly as possible the same condition as exited when said opening was made, provided that City shall be obligated to restore landscaping within said easement, and grass which was destroyed, all such work to be done at the expense of the City.

6. The City further agrees, by acceptance of this Deed of Easement and Right of Way, to reimburse the Landowner for any crop damage as a result of the installation, construction, and maintenance of said electrical facilities. Crop damage will be calculated as follows:

APH Yield X Crop Price X Multiplier:

Multiplier = 2 for future crop damage due to compaction, soil disturbance, etc.;

Multiplier = 1 if no crops are in the field when work is completed;

APH Yield will be determined from established crop insurance;

Crop Price = Price of crop determined by average October bid on December futures for corn, or average October bid on November futures for soybeans (same number used by crop insurance);

Acreage will be full width and length of the disturbance.

The City will pay crop damage until the ground is producing at the original rate or up to five years, whichever comes first. First year crop damage will be paid at the going rate for that year. Second year crop damage will be paid at half the going rate due to compacting soil. Third, fourth and fifth year crop damage will be paid at one quarter, one eighth, and one sixteenth of the going rate, respectively.

7. Field Tile.

(a) Field tile damaged by the City during its activities on the easement land, as well as its activities anywhere else on the Landowner's property, will be repaired or replaced at the expense of the City. In so doing, the City shall employ a qualified, local tile contractor, if available, either chosen by Landowner, or selected by the City and approved by Landowner. If Landowner and the City agree, Landowner may repair the damages or destroyed field tile, and the City agrees to compensate Landowner for the cost of doing same.

(b) Each and every damaged or destroyed field tile by the City shall be repaired and reattached, or rerouted, regardless of the water flow. If requested by Landowner, solid tile shall be repaired with similar solid field tile, perforated dual wall, or tiling material of an equivalent value and effectiveness.

(c) Landowner shall be notified of the opportunity to inspect all field tile repairs, replacements, and rerouting before the tile is covered with soil, within 24 hours of notification of completed repair. Any repair, replacement, and rerouting will be done in such a way that assures the tile line's proper and continuing operation at the point of repair or replacement, or rerouting.

(d) If water is flowing through any damaged field tile line, the tile line will be immediately and temporarily repaired or rerouted until such time that permanent repairs can be made. If the field tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made with 14 days of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials and small mammals into the tile line.

(e) Tile repairs and replacements, and rerouting, shall be performed in such a manner that topsoil and subsoil are not intermixed and so that subsoil is placed in the excavation first, followed by topsoil.

8. Compaction. Any soil Compaction caused by the City during initial construction of the easement or during the term of the easement shall be remediated as soon as possible using standard agricultural practices in use at the time. Alternatively, rather than perform the remediation work the City may satisfy this requirement by compensating the Landowner for compaction damages. Compensation for compaction damages shall be calculated using custom rates established by the University of Illinois and in effect at the time.

9. Electric Fund. The City shall maintain funds in it's Electrical Fund for the damages contemplated herein. The City shall pay such damages in a timely manner. Damages not paid in a timely manner shall accrue interest. In the event Landowner is required to pursue legal remedies against the City for payment of damages and Landowner is successful in its legal action then the City shall reimburse Landowner for legal fees.

10. Soil Disturbance. Any land comprising the easement land, and any other land of the Landowner, which is disturbed by the activities of the City, shall be restored by the City to its previous grade. Prior to the City's excavation of holes for the placement of poles, Landowner shall inform the City whether Landowner wishes to retain subsoil as well as top soil; and if so whether retained soil(s) is to be spread evenly in the easement area or deposited on the easement for Landowner's use. If Landowner does not authorize the removal of soil and does not specify Landowner's wishes as to excavated soil, topsoil shall be spread evenly on the easement land and subsoil shall be removed.

11. After the initial construction, except for emergency situations, the City will attempt to give Landowner or Landowner's agents reasonable notice if it desires to come onto the easement land, or any other property of Landowner which adjoins and is contiguous with said easement land, for construction, repair, maintenance, and inspection activities.

12. Except for emergencies, both during initial construction and thereafter, the City shall not enter upon the easement with vehicles or equipment in excessively wet conditions. Excessively wet conditions are deemed to be such times when a prudent farm operator or Landowner would not enter upon the property for farming or land maintenance.

13. Should the transmission line for which this transmission easement has been granted not be constructed within ten (10) years after the date granted as stated hereinabove; or after the transmission line for which this transmission easement has been granted has been constructed and put into use and operation, it is subsequently abandoned for more than a period of twenty-four (24) months, then the City shall remove said lines and all of the City's facilities from the Landowner's premises, including the removal of the concrete foundation for the poles to a depth of five (5) feet, and in either case file a document of record in the county where the property is located releasing the premises from this transmission easement, thereby vacating and terminating all rights and privileges therein granted. In the event the facilities of the City are removed from the easement land, the City agrees to restore such land to the condition substantially the same as it existed



prior to the construction, operation and removal of the facilities, including replacement of topsoil and restoration of grade.

14. In the event the City requires temporary workspace easements for the use of land adjoining the easement land during the initial construction of the City transmission line, the City shall notify Landowner and the parties shall execute an additional temporary easement with respect to the additional space, and if there are terms or conditions to that temporary use, the parties shall establish a separate supplemental agreement with respect to that temporary easement. In the event the City utilizes Landowner owned property outside of the easement area without written approval, Landowner and the City agree that the additional compensation due to Landowner from the City for the additional temporary workspace shall be determined pursuant to the calculations and cost, pro-rata, per acre as paid for the permanent transmission easement including crop damages, however, the compensation for the temporary workspace shall be based on 50% of the fair market value for the land as set forth on that calculation worksheet.

15. Indemnification; Waivers of claims

(a) The City shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by the City, or the City's agents and representatives, in the exercise of the City's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.

(b) The City's indemnification obligation hereunder includes all Claims brought by the City's employees, agents, contractors, subcontractors or other representatives related to any work performed on the property in connection with the exercise of the City's rights in this Agreement.

16. This Agreement shall be governed by and interpreted in accordance with laws of the State of Illinois. In the event of any breach of a monetary obligation by the City under this Agreement, Landowner shall provide the City with written notice and the City shall have thirty (30) days after the City's receipt of said notice to cure the breach. Landowner and the City agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and the City are unable to resolve amicably and dispute arising out of or in connection with this Agreement, each shall have all remedies available by law or in equity in state and federal courts in the State of Illinois. The prevailing party of any lawsuit shall be entitled to its reasonable attorney's fees, costs, and expenses associated with the lawsuit.

17. To the extent this Easement does not provide adequate guidance on construction standards, land or crop damages, or remediation over and across agricultural land then the "Electric Transmission Construction Designs and Standard" portions of the Agricultural Impact Mitigation Agreement for overhead electric easements ("AIMA") as prepared by the Illinois Department of Agricultural and in effect at the date of execution shall provide guidance and standards which the City agrees to follow and abide by.

18. **TO HAVE AND TO HOLD** the above granted easement unto the City, its successors and assigns. Landowner does further covenant with the City as follows:

(a) That the Landowner is the owner in fee simple of the real estate hereby subjected to said easement and right-of-way and has good title to convey the same.

(b) That the City shall quietly enjoy the said easement and right-of-way.

**IN WITNESS WHEREOF**, the **Landowner** has duly executed this **INDENTURE**, all as of the day and year first above written.

CITY:

City of Mascoutah

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

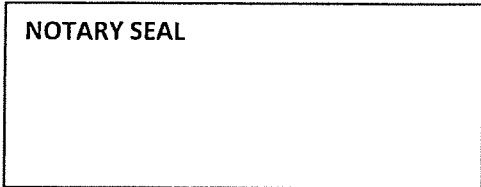
LANDOWNER:

Linda M. Bailey, as Successor Trustee of the  
Bailey Land Trust Dated February 21st, 2007

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

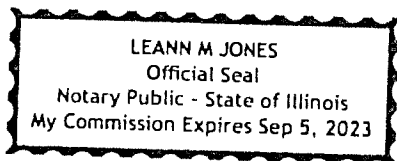
STATE OF ILLINOIS     )  
                                      )     SS  
COUNTY OF ST. CLAIR)



I, LeAnn M. Jones Notary Public for the State and  
County aforesaid, do hereby certify that **Linda M. Bailey, as  
Successor Trustee** personally known to me to be the same person  
whose name is subscribed to the foregoing instrument, appeared  
before me this day in person

and acknowledged that she signed and delivered the same instrument as her free and voluntary act  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of November, 2022.



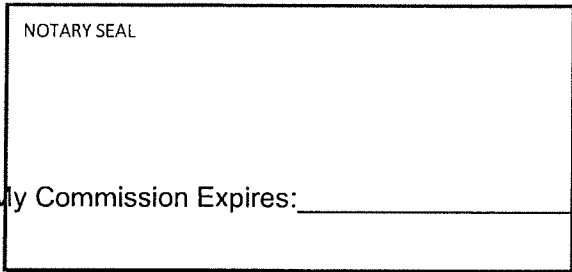
LeAnn M. Jones  
Notary Public

My Commission Expires: 9-5-2023

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF ST. CLAIR    )       SS

I, \_\_\_\_\_, a Notary Public for the State and County aforesaid, do hereby certify that **Pat McMahan**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Exempt under provision of paragraph B section 4 of Il. Real Estate Transfer Tax Act.

\_\_\_\_\_  
Buyer, Seller or Representative

\_\_\_\_\_  
Date

**Exhibit "A"**

**City of Mascoutah**

**Transmission line Construction**

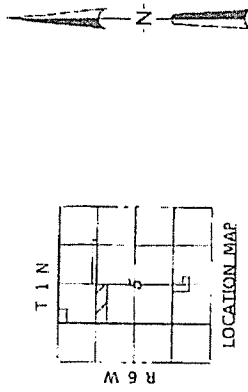
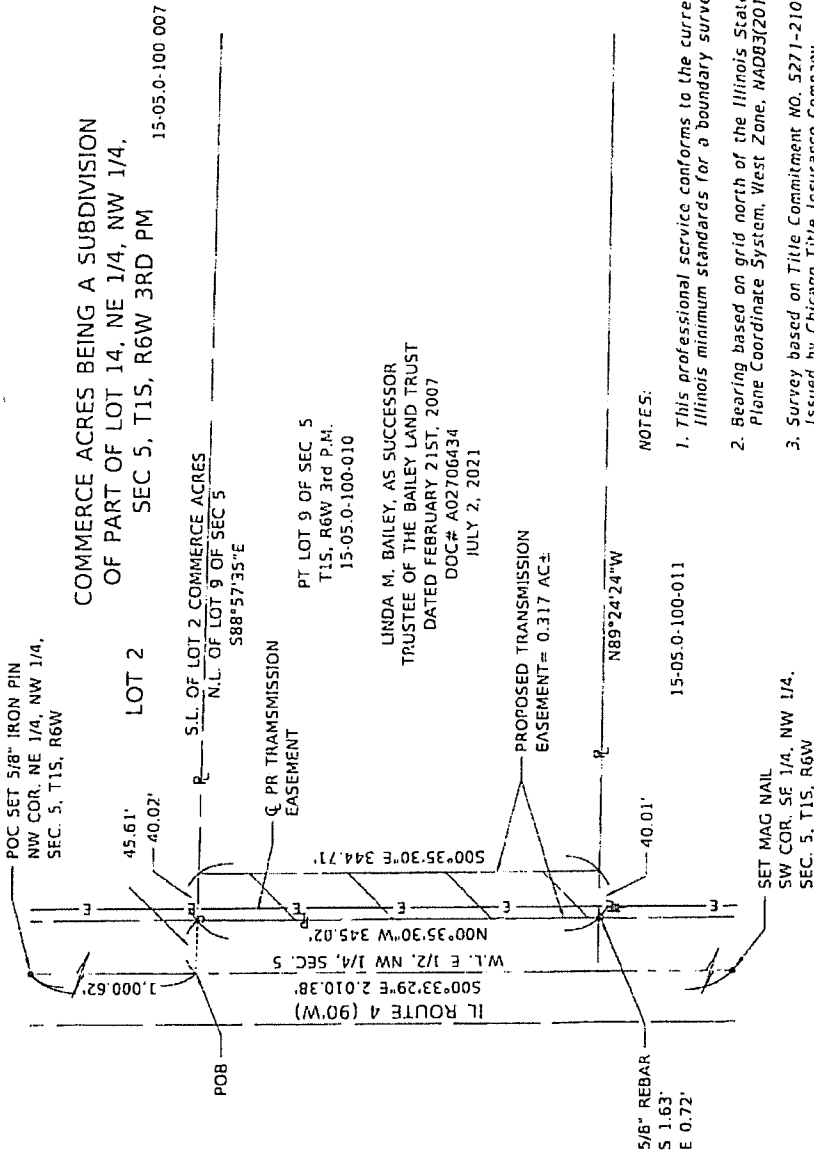
**St. Clair County, Illinois**

**Tax I.D. Number 15-05.0-100-010**

**Linda M. Bailey, as Successor Trustee of the Bailey Land Trust Dated February 21st, 2007**

Part of the Lot 9 shown on a Plat Recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats C on Page 109, being part of the Northwest Quarter of Section 5 Township 1 South, Range 6 West of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 5; thence South 00 degrees 33 minutes 29 seconds East along the west line of the Northeast Quarter of the Northwest Quarter, a distance of 1,000.62 feet to the Northwest Corner of Lot 9 of Section 5; thence South 88 degrees 57 minutes 35 seconds East along the north line of Lot 9, a distance of 45.61 feet to the existing easterly right of way line of Illinois Route 4 and the Point of Beginning; thence continuing South 88 degrees 57 minutes 35 seconds East along the north line of Lot 9, a distance of 40.02 feet to a point 40.00 feet east of the existing easterly right of way line of Illinois Route 4; thence South 00 degrees 35 minutes 30 seconds East along a line 40.00 feet east and parallel to the existing easterly right of way line of Illinois Route 4, a distance of 344.71 feet; thence North 89 degrees 24 minutes 24 seconds West, 40.01 feet to the existing easterly right of way line of Illinois Route 4; thence North 00 degrees 35 minutes 30 seconds West, 345.02 feet along the existing easterly right of way line of Illinois Route 4 to the Point of Beginning containing 13,794.55 square feet or 0.317 acres more or less.



## Exhibit "B"

### LEGEND

- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- FOUND MONUMENT
- IRON ROD SET
- APPROXIMATE POLE LOCATION
- EXISTING POLE LOCATION
- PROPERTY LINE
- SECTION LINE
- QUARTER SECTION LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED TRANSMISSION  
EASEMENT BOUNDARY

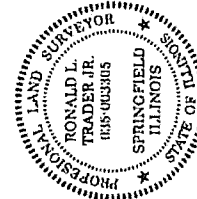
### NOTES:

- This professional service conforms to the current Illinois minimum standards for a boundary survey.
- Bearing based on grid north of the Illinois State Plane Coordinate System, West Zone, NAD83(2011).
- Survey based on Title Commitment NO. 5271-2101321 Issued by Chicago Title Insurance Company Effective date March 19, 2022.
- Existing R.O.W. determined by use/occupation unless recorded or unrecorded document is noted.
- ROW Plans referenced: Illinois Route 4 (Route 150, Section 52-150) and (Route 150-Section 112)

STATE OF ILLINOIS ) 55  
COUNTY OF SANGAMON)

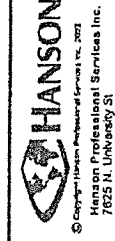
I, RONALD L. TRADER JR. CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

RONALD L. TRADER JR.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003305  
LICENSE EXPIRES 11/30/2022  
FIRM LICENSE NO. 184-001084



21E0023	RLT	KIN	FEB. 2022	6/10/2022
21E0023	RLT	KIN	FEB. 2022	6/10/2022

CITY OF  
MASCOUTAH,  
ILLINOIS



LINDA M. BAILEY, AS SUCCESSOR  
TRUSTEE OF THE BAILEY LAND TRUST  
DATED FEBRUARY 21ST, 2007

SCALE  
1" = 100'

05-05-0-100-010



*Mascoutah*  
ILLINOIS

RECEIPT

Easement No: **15-05.0-100-010**

Project No: **Electrical Transmission Easement**

Acres: **0.317 acre Permanent Electrical Transmission Easement**

Private: ☐

Abutting: ☐

County: **St. Clair**

Twp: **1S**

Rng: **6W**

Section: **5**

R/W:

File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of **\$6,657.00** Dollars for an:

☒ Permanent Easement

☐ Damages (crop, drainage tiles, fence, etc.)

☐ Temporary Easement

☐ Other: \_\_\_\_\_

Acknowledged this 2 day of November, 20  .

City of Mascoutah

BY: \_\_\_\_\_  
Right-of-Way Representative

GRANTOR(S)

BY: Linda M. Bailey  
Linda M. Bailey, as Successor Trustee of the  
Bailey Land Trust Dated February 21st, 2007

Tenant Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Grantor's Address: 21 W. Church Street  
Mascoutah, Illinois 62258

Phone: \_\_\_\_\_

Phone: (618) 530-6609



**City of Mascoutah 138 KV Extension  
CALCULATION WORKSHEET**

Date \_\_\_\_\_

**Tract Number(s):** \_\_\_\_\_ 15-05.0-100-010 \_\_\_\_\_

**Landowner Name:** \_\_\_\_\_ Linda M. Bailey, as Successor Trustee of the Bailey Land Trust Dated  
February 21st, 2007 \_\_\_\_\_

**Permanent Easement** \_\_\_\_\_ ft wide \_\_\_\_\_

\_\_\_\_\_ 0.317 (acres) X \_\_\_\_\_ \$21,000.00 per acre @ 100% = \_\_\_\_\_ \$6,657.00

**Misc. Damages**

**Administrative / Legal** \_\_\_\_\_ Prev. Paid \$3250 \_\_\_\_\_

**Total Balance Due from Mascoutah** \$6,657.00

**CITY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LANDOWNER:** \_\_\_\_\_ 

**DATE:** \_\_\_\_\_

**Deed of Easement  
for Electrical Utilities**

**After recording return to:**

CITY OF MASCOUTAH  
#3 WEST MAIN STREET  
MASCOUTAH, IL 62258

Project: **138 KV Power Line Extension Phase II**  
Parcel Number: **15050300002 & 15050100011**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Triune Properties, LLC**, having an address of 21 W. Church Street, Mascoutah, Illinois 62258, hereinafter referred to as the "**Landowner**", and the **City of Mascoutah** organized and existing under the laws of the State of Illinois, having an office for the transaction of business at #3 West Main Street, Mascoutah, IL, hereinafter referred as the "**City**".

**WITNESETH:**

1. The Landowner, in consideration of the covenants and agreements hereinafter recited and the sum of Ten Dollar(s) (\$10.00), and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the *City*, its successor and assigns, an easement and access rights for the purpose of constructing and maintaining overhead electrical transmission lines consisting of a single line of four (4) single-shaft utility poles for the purpose of transmitting electrical energy and other internal telecommunication devices needed for the transmission of electric energy under, across and over a portion of the following described property situated in St. Clair County, Illinois, under, across and over a part of the Landowner's property situated in St. Clair County, Illinois and described as follows:

See Exhibit A

The specific location of the transmission line, poles and easement as shown on Exhibit B attached hereto and made a part hereof.

2. Together with the right of the City, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material for the purpose of (i) making all

necessary excavations and doing all acts necessary or convenient for the purpose of constructing electrical utilities and associated appurtenances; (ii) removing trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein; and (iii) doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. The City's right to access the easement area shall be made directly from a public roadway whenever possible. The City may install culverts for access to the easement area from the public roadway. Such culverts shall be left in place unless Landowner requests removal.

3. The right to freely use and enjoy the land consisting of the easement described above is reserved to Landowners, its successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation, or maintenance of the City's utilities and attached facilities; this includes but is not limited to usual and customary farming, grazing and hunting. Landowner for itself and its successors and assigns, further reserves and retains all rights to occupy and use the easement land to construct, use, maintain, operate, repair and relocate public or private access driveways, roadways, fences, drainage structures, parking lots, vegetation, utilities such as water lines, sewer lines, natural gas and solar installations so long as any such usage and facilities do not endanger, obstruct, or interfere with City's electrical easement of the construction, operation and maintenance of City's utilities and attached facilities. No building, structure or similar improvements shall be erected within said easement, nor shall the grade under City's facilities within said easement be substantially altered, without the consent of the City. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

4. The City agrees, by acceptance of this easement, that poles will be located as shown on Exhibit B and no additional poles or utilities will be added without the Landowner's consent, no guy wires will be placed on the poles and poles will only be used for City's electric and communications cable for City's electrical utility. Landowner, or Landowner's agent, shall be notified of the start date for construction on his/her property and shall have the right to inspect the flagged our area before any poles are set. In circumstances where this easement is located adjacent to an existing easement in order to allow for efficient farming and use of the Property by Landowner, the City shall in good faith attempt to locate and place the poles in line with the existing poles rather than offset. Without Landowner consent, no poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for drainage will remain open. Roads, access ways and waterways that are damaged will be repaired by the City. Construction debris and all waste concrete will be cleaned up and removed from the site by the City. The City will be responsible for all liability including construction, design and upkeep.

5. The City further agrees, that upon any soil excavation made in connection with this easement, upon completion the excavation area shall be backfilled and resurfaced to as nearly as possible the same condition as exited when said opening was made, provided that City shall be obligated to restore landscaping within said easement, and grass which was destroyed, all such work to be done at the expense of the City.

6. The City further agrees, by acceptance of this Deed of Easement and Right of Way, to reimburse the Landowner for any crop damage as a result of the installation, construction, and maintenance of said electrical facilities. Crop damage will be calculated as follows:

APH Yield X Crop Price X Multiplier:

Multiplier = 2 for future crop damage due to compaction, soil disturbance, etc.;  
Multiplier = 1 if no crops are in the field when work is completed;  
APH Yield will be determined from established crop insurance;  
Crop Price = Price of crop determined by average October bid on December futures for corn, or average October bid on November futures for soybeans (same number used by crop insurance);  
Acreage will be full width and length of the disturbance.

The City will pay crop damage until the ground is producing at the original rate or up to five years, whichever comes first. First year crop damage will be paid at the going rate for that year. Second year crop damage will be paid at half the going rate due to compacting soil. Third, fourth and fifth year crop damage will be paid at one quarter, one eighth, and one sixteenth of the going rate, respectively.

7. Field Tile.

- (a) Field tile damaged by the City during its activities on the easement land, as well as its activities anywhere else on the Landowner's property, will be repaired or replaced at the expense of the City. In so doing, the City shall employ a qualified, local tile contractor, if available, either chosen by Landowner, or selected by the City and approved by Landowner. If Landowner and the City agree, Landowner may repair the damages or destroyed field tile, and the City agrees to compensate Landowner for the cost of doing same.
- (b) Each and every damaged or destroyed field tile by the City shall be repaired and reattached, or rerouted, regardless of the water flow. If requested by Landowner, solid tile shall be repaired with similar solid field tile, perforated dual wall, or tiling material of an equivalent value and effectiveness.
- (c) Landowner shall be notified of the opportunity to inspect all field tile repairs, replacements, and rerouting before the tile is covered with soil, within 24 hours of notification of completed repair. Any repair, replacement, and rerouting will be done in such a way that assures the tile line's proper and continuing operation at the point of repair or replacement, or rerouting.
- (d) If water is flowing through any damaged field tile line, the tile line will be immediately and temporarily repaired or rerouted until such time that permanent repairs can be made. If the field tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made with 14 days of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials and small mammals into the tile line.
- (e) Tile repairs and replacements, and rerouting, shall be performed in such a manner that topsoil and subsoil are not intermixed and so that subsoil is placed in the excavation first, followed by topsoil.



8.      Compaction. Any soil Compaction caused by the City during initial construction of the easement or during the term of the easement shall be remediated as soon as possible using standard agricultural practices in use at the time. Alternatively, rather than perform the remediation work the City may satisfy this requirement by compensating the Landowner for compaction damages. Compensation for compaction damages shall be calculated using custom rates established by the University of Illinois and in effect at the time.

9.      Electric Fund. The City shall maintain funds in it's Electrical Fund for the damages contemplated herein. The City shall pay such damages in a timely manner. Damages not paid in a timely manner shall accrue interest. In the event Landowner is required to pursue legal remedies against the City for payment of damages and Landowner is successful in its legal action then the City shall reimburse Landowner for legal fees.

10.     Soil Disturbance. Any land comprising the easement land, and any other land of the Landowner, which is disturbed by the activities of the City, shall be restored by the City to its previous grade. Prior to the City's excavation of holes for the placement of poles, Landowner shall inform the City whether Landowner wishes to retain subsoil as well as top soil; and if so whether retained soil(s) is to be spread evenly in the easement area or deposited on the easement for Landowner's use. If Landowner does not authorize the removal of soil and does not specify Landowner's wishes as to excavated soil, topsoil shall be spread evenly on the easement land and subsoil shall be removed.

11.     After the initial construction, except for emergency situations, the City will attempt to give Landowner or Landowner's agents reasonable notice if it desires to come onto the easement land, or any other property of Landowner which adjoins and is contiguous with said easement land, for construction, repair, maintenance, and inspection activities.

12.     Except for emergencies, both during initial construction and thereafter, the City shall not enter upon the easement with vehicles or equipment in excessively wet conditions. Excessively wet conditions are deemed to be such times when a prudent farm operator or Landowner would not enter upon the property for farming or land maintenance.

13.     Should the transmission line for which this transmission easement has been granted not be constructed within ten (10) years after the date granted as stated hereinabove; or after the transmission line for which this transmission easement has been granted has been constructed and put into use and operation, it is subsequently abandoned for more than a period of ~~twenty-four~~ (24) months, then the City shall remove said lines and all of the City's facilities from the Landowner's premises, including the removal of the concrete foundation for the poles to a depth of five (5) feet, and in either case file a document of record in the county where the property is located releasing the premises from this transmission easement, thereby vacating and terminating all rights and privileges therein granted. In the event the facilities of the City are removed from the easement land, the City agrees to restore such land to the condition substantially the same as it existed prior to the construction, operation and removal of the facilities, including replacement of topsoil and restoration of grade.

14. In the event the City requires temporary workspace easements for the use of land adjoining the easement land during the initial construction of the City transmission line, the City shall notify Landowner and the parties shall execute an additional temporary easement with respect to the additional space, and if there are terms or conditions to that temporary use, the parties shall establish a separate supplemental agreement with respect to that temporary easement. In the event the City utilizes Landowner owned property outside of the easement area without written approval, Landowner and the City agree that the additional compensation due to Landowner from the City for the additional temporary workspace shall be determined pursuant to the calculations and cost, pro-rata, per acre as paid for the permanent transmission easement including crop damages, however, the compensation for the temporary workspace shall be based on 50% of the fair market value for the land as set forth on that calculation worksheet.

15. Indemnification; Waivers of claims

(a) The City shall indemnify and hold harmless Landowner from any and all liability, claims, suits, demands, actions, loss, damage and expense, including court costs and attorney's fees (collectively "Claims"), for injury to persons or damage to property caused by the City, or the City's agents and representatives, in the exercise of the City's rights under this Agreement, except to the extent resulting from Landowner's breach of the terms of this Agreement or from Landowner's negligence or intentional misconduct.

(b) The City's indemnification obligation hereunder includes all Claims brought by the City's employees, agents, contractors, subcontractors or other representatives related to any work performed on the property in connection with the exercise of the City's rights in this Agreement.

16. This Agreement shall be governed by and interpreted in accordance with laws of the State of Illinois. In the event of any breach of a monetary obligation by the City under this Agreement, Landowner shall provide the City with written notice and the City shall have thirty (30) days after the City's receipt of said notice to cure the breach. Landowner and the City agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If Landowner and the City are unable to resolve amicably and dispute arising out of or in connection with this Agreement, each shall have all remedies available by law or in equity in state and federal courts in the State of Illinois. The prevailing party of any lawsuit shall be entitled to its reasonable attorney's fees, costs, and expenses associated with the lawsuit.

17. To the extent this Easement does not provide adequate guidance on construction standards, land or crop damages, or remediation over and across agricultural land then the "Electric Transmission Construction Designs and Standard" portions of the Agricultural Impact Mitigation Agreement for overhead electric easements ("AIMA") as prepared by the Illinois Department of Agricultural and in effect at the date of execution shall provide guidance and standards which the City agrees to follow and abide by.

18. **TO HAVE AND TO HOLD** the above granted easement unto the City, its successors and assigns. Landowner does further covenant with the City as follows:

(a) That the Landowner is the owner in fee simple of the real estate hereby subjected to said easement and right-of-way and has good title to convey the same.

(b) That the City shall quietly enjoy the said easement and right-of-way.

**IN WITNESS WHEREOF**, the **Landowner** has duly executed this **INDENTURE**, all as of the day and year first above written.

CITY:

City of Mascoutah

LANDOWNER:

Triune Properties, LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: 

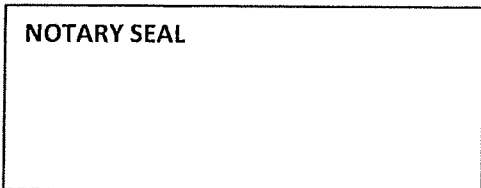
Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



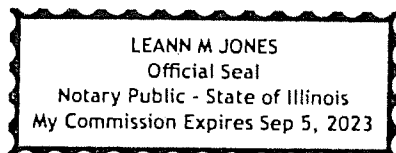
STATE OF ILLINOIS     )  
                                      )     SS  
COUNTY OF ST. CLAIR)



I, LeAnn M. Jones Notary Public for the State and County aforesaid, do hereby certify that a representative of **Triune Properties LLC**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person

and acknowledged that she signed and delivered the same instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of November, 2022.



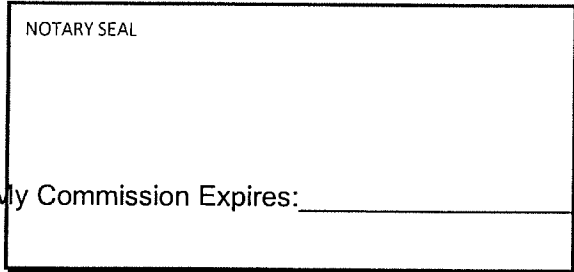
LeAnn M. Jones  
Notary Public

My Commission Expires: 9-5-2023

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF ST. CLAIR    )       SS

I, \_\_\_\_\_, a Notary Public for the State and County aforesaid, do hereby certify that **Pat McMahan**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.



\_\_\_\_\_  
Notary Public

Exempt under provision of paragraph B section 4 of Il. Real Estate Transfer Tax Act.

\_\_\_\_\_  
Buyer, Seller or Representative

\_\_\_\_\_  
Date

**Exhibit "A"**

**City of Mascoutah  
Transmission line Construction  
St. Clair County, Illinois  
Tax I.D. Number 15-05.0-300-002 & 15-05.0-100-011  
Triune Properties LLC**

Part of the Lot 9 and Lot 21 shown on a Plat Recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats C on Page 109, being part of the Northwest Quarter and Southwest Quarter of Section 5, Township 1 South, Range 6 West of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of Section 5; thence North 00 degrees 33 minutes 29 seconds West along the west line of the Northeast Quarter of the Southwest Quarter of Section 5, a distance of 25.01 feet to the north line of Kruse Road northerly right of way line extended; thence South 88 degrees 39 minutes 25 seconds East along the north line of Kruse Road northerly right of way line extended, 46.99 feet to the intersection of north line of Kruse Road northerly right of way line and the easterly right of way line of Illinois Route 4, being the Point of Beginning; thence North 00 degrees 35 minutes 30 seconds West along the easterly right of way line of Illinois Route 4, a distance of 1,994.02 feet to the Southwest Corner of a tract of land conveyed to John L. Bailey, Trustee of the John L. Bailey, recorded in St Clair County Recorder's Office as document number A02027868 on February 22, 2007; thence South 89 degrees 24 minutes 24 seconds East along the south line of the tract of land conveyed, 40.01 feet to a point 40.00 feet east of the easterly right of way line of Illinois Route 4; Thence South 00 degrees 35 minutes 30 seconds East along a line 40.00 feet east of the easterly right of way line of Illinois Route 4, a distance of 1,994.54 feet to the northerly right of way line of Kruse Road; thence North 88 degrees 39 minutes 25 seconds West along the northerly right of way line of Kruse Road, 40.02 feet to the Point of Beginning containing 79,771.24 square feet or 1.831 acres more or less.

**Exhibit "B"**

The survey plat shows several lots with specific dimensions and easements. Lot 1 is 40.00' wide and 10.00' deep. Lot 2 is 40.00' wide and 10.00' deep. Lot 3 is 40.00' wide and 10.00' deep. Lot 4 is 40.00' wide and 10.00' deep. Lot 5 is 40.00' wide and 10.00' deep. Lot 6 is 40.00' wide and 10.00' deep. Lot 7 is 40.00' wide and 10.00' deep. Lot 8 is 40.00' wide and 10.00' deep. Lot 19 is 40.00' wide and 10.00' deep. Lot 21 is 40.00' wide and 10.00' deep.

**LEGEND**

- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- FOUND MONUMENT
- IRON ROD SET
- APPROXIMATE POLE LOCATION
- EXISTING POLE LOCATION
- PROPERTY LINE
- SECTION LINE
- QUARTER SECTION LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED TRANSMISSION EASEMENT BOUNDARY

**NOTES:**

- This professional service conforms to the current Illinois minimum standards for a boundary survey.
- Bearing based on grid north of the Illinois State Plane Coordinate System, West Zone, NAD83(2011).
- Survey based on Title Commitment NO. 5271-2101322 Issued by Chicago Title Insurance Company Effective date May 5, 2022.
- Existing R.O.W. determined by use/occupation unless recorded or unrecorded document is noted.

**LOCATION MAP**

NE COR., SE 1/4, SW 1/4  
SEC. 5, T1S, R6W

STATE OF ILLINOIS ) SS  
COUNTY OF SANGAMON)

**GOING GARDENS**

LOT 1  
LOT 2  
LOT 3  
LOT 4  
LOT 5  
LOT 6  
LOT 7  
LOT 8  
LOT 19  
LOT 21

**TRUIE PROPERTIES, LLC**  
A02533305  
APRIL 13, 2017

**CITY OF MASCOUTAH, ILLINOIS**

**HANSON**  
Hanson Professional Services Inc.  
7025 N. University St.  
Peoria, IL 61614

**TRIUNE PROPERTIES, LLC**

**Right of Way Notes**

Illinois Route 4 right of way established from IDOT Right of Way plans Route 150-Section 112 Right of way plans and State Aid Route No. 5, SB1 150 Section 52-150.

Kruse Road right of way established from Plat recorded in Recorder's Office of St Clair County, Illinois in Book of Plats 60 on Page 4.

Grodon Road right of way established from Grogon Gardens Subdivision Plat in Recorder's Office of St Clair County, Illinois in Book of Plats 76 on Page 38 as Document # A703946 and 1ST Addition to Grodon Subdivision in Recorder's Office of St Clair County, Illinois in Book of Plats 92 on Page 78 as Document # A01228994.

**Professional Land Surveyor Seal:**  
RONALD L. TRADER JR.  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003305  
LICENSE EXPIRES 11/30/2022  
FIRM LICENSE NO. 184-001084

**Date:** 6/10/22



*Mascoutah*  
ILLINOIS

RECEIPT

Easement No: **15050300002, 15050100011**

Project No: **Electrical Transmission Easement**

Acres: **1.831 acre Permanent Electrical Transmission Easement**

Private: ☐

Abutting: ☐

County: **St. Clair**

Twp: **1S**

Rng: **6W**

Section: **5**

R/W:

File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of **\$39,201.00** Dollars for an:

☒ Permanent Easement

☐ Damages (crop, drainage tiles, fence, etc.)

☐ Temporary Easement

☐ Other: \_\_\_\_\_

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Mascoutah

GRANTOR(S)

BY: \_\_\_\_\_  
Right-of-Way Representative

BY: *[Signature]*  
Triune Properties LLC

Tenant Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Grantor's Address: 21 W. Church Street  
Mascoutah, Illinois 62258

Phone: \_\_\_\_\_

Phone: (618) 530-6609

**City of Mascoutah 138 KV Extension  
CALCULATION WORKSHEET**

Date \_\_\_\_\_

**Tract Number(s):** \_\_\_\_\_ 15050300002 & 15050100011 \_\_\_\_\_

**Landowner Name:** \_\_\_\_\_ Triune Properties LLC \_\_\_\_\_

**Permanent Easement** \_\_\_\_\_ ft wide \_\_\_\_\_

\_\_\_\_\_ 1.831 (acres) X \_\_\_\_\_ \$21,000.00 per acre @ 100% = \_\_\_\_\_ \$38,451.00

**Misc. Damages**

Administrative / Legal	Prev. Paid \$750	\$750
------------------------	------------------	-------

**Total Balance Due from Mascoutah** \$39,201.00

**CITY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LANDOWNER:** \_\_\_\_\_ 

**DATE:** \_\_\_\_\_

**CITY OF MASCOUTAH  
Staff Report**

**TO:** Honorable Mayor & Council

**FROM:** Kari Speir, Assistant City Manager

**SUBJECT:** PC 22-05 – Alley Vacation, Citizens Community Bank (first reading)

**MEETING DATE:** November 7, 2022

**REQUESTED ACTION:**

Council consideration of approval of alley vacation request from Citizens Community Bank.

**BACKGROUND & STAFF COMMENTS:**

The applicant, Citizens Community Bank, desires to vacate the 12' x 125' (approximate) alley that runs east to west south of 10 North Railway, north of Haas Park, and north of Citizens Community Bank between parcel numbers 10-32-0-136-003, 10-32-0-136-011, 10-32-0-136-012, and 10-32-0-136-026. The other half of the alley that ran east to west connecting to Market Street was vacated November 4<sup>th</sup>, 2002. Citizens Community Bank is purchasing the property located at 10 North Railway for business expansion. This alley vacation will allow the applicant to construct a breezeway between the two buildings for connectivity. The City has no need for the alley.

**Location and aerial photo of alley to be vacated:**



PC 22-05, Alley Vacation, Citizens Community Bank  
Approximately 12' wide x 126' length  
Alley dedicated as follows:  
Green - approx. 6' x 126' to 10 North Railway  
Blue - approx. 6' x 80' to City of Mascoutah (Haas Park)  
Orange - approx. 6' x 46' to 9 East Main



**Utilities:** There is an 8" sewer line located within the alley. There is one manhole located in the already vacated alley that provides service to Citizens Community Bank. There is another manhole located in the to be vacated portion of the alley that does not provide service to any building but is used as a clean-out. Our Water/Sewer Department has no issues with vacating the alley nor any issue with the breezeway to be constructed so long as both manholes remain accessible; given their location, accessibility will not be an issue.

**Public Notice:** A request for an alley vacation requires a public hearing before the Planning Commission. The legal notice for the public hearing was published and notices were sent to property owners within 250' of the subject property. As of the date of this report, staff has not received any comments.

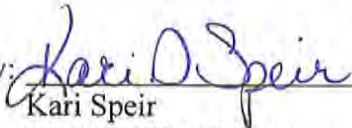
**Planning Commission:** The Planning Commission held a public hearing to review this alley vacation on October 26, 2022. The Planning Commission recommended approval of the alley vacation as presented.

**RECOMMENDATION:**

Staff recommends approval of the alley vacation.

**SUGGESTED MOTION:**

I move that the City Council approve and adopt Ordinance No. 22-\_\_, approving the alley vacation for Citizens Community Bank (approximate 12' x 125' alley that runs east to west generally located south of 10 North Railway, north of Haas Park, and north of Citizens Community Bank between parcel numbers 10-32-0-136-003, 10-32-0-136-011, 10-32-0-136-012, and 10-32-0-136-026).

Approved By:   
Kari Speir  
Assistant City Manager

Attachments: A – Alley Vacation Application  
B – Planning Commission Meeting Minutes October 26, 2022  
C – Ordinance  
D – Aerial/Parcel Map of Site



Permit Number \_\_\_\_\_  
Approved by: \_\_\_\_\_

Issued On \_\_\_\_\_, 20\_\_\_\_

**City of Mascoutah**  
**ALLEY/ STREET VACATION APPLICATION**

Application is hereby made this 7<sup>th</sup> day of October, 2022, for vacation of the following alley/ street:

Citizens Community Bank  
Name of Party requesting vacation

Alley/ Street located at:

Purchasing 10 North Railway & 9 E Main St Mascoutah IL Currently own

in accordance with the drawings and specifications presented herewith.

Brian Hays President & CEO  
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: Citizens Community Bank  
Address: 9 E Main St Mascoutah IL 62258  
Lessee: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contractor Contact: \_\_\_\_\_

**Application Checklist (Attachments)**

☒ Proof of Ownership  
☒ Site Plan Drawing

☒ Application Fee - \$150.00  
☐ Boundary Survey

Version 9/6/06

Attachment A

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

**October 26, 2022**

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

**PUBLIC HEARING – 7:00 PM**

**PC 22-05, Alley Vacation, Citizens Community Bank**

Assistant City Manager Kari Speir presented the proposal summary to vacate alley for Citizens Community Bank. The applicant desires to vacate the 12' x 126' (approximate) alley that runs east to west, south of 10 North Railway, north of Haas Park, and north of Citizens Community Bank between parcel numbers 10-32-0-136-003, 10-32-0-136-011, 10-32-0-136-012, and 10-32-0-136-026. The other half of the alley that ran east to west connecting to Market Street was vacated November 4th, 2002. Citizens Community Bank is purchasing the property located at 10 North Railway for business expansion. This alley vacation will allow the applicant to construct a breezeway between the two buildings for connectivity. The City has no need for the alley.

Assistant City Manager also notified the commission of the utilities. There is an 8" sewer line located within the alley. There is one manhole located in the already vacated alley that provides service to Citizens Community Bank. There is another manhole located in the to be vacated portion of the alley that does not provide service to any building but is used as a clean-out. Our Water/Sewer Department has no issues with vacating the alley nor any issue with the breezeway to be constructed so long as both manholes remain accessible; given their location, accessibility will not be an issue.

Commission members questioned the utility easements and utility accessibility. Assistant City Manager reported that the water department reviewed the plans and confirmed that the city will still have access to the clean out and the utility easement will remain in place per the verbiage in the adopting ordinance.

There was no further discussion.

**PUBLIC HEARING ADJOURNED at 7:10 PM**

**CALL TO ORDER at 7:11 PM**

Chairman Ken Zacharski called the meeting to order.

**PRESENT**

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

*Attachment B*

**ABSENT** – Jim Connor

**ALSO PRESENT**

Assistant City Manager Kari Speir, Deputy City Clerk Tiffany Barrows, and applicant Brian Hayden of Citizens Community Bank.

**ESTABLISHMENT OF A QUORUM**

A quorum of Planning Commission members was present.

**GENERAL PUBLIC COMMENT – NONE**

**AMEND AGENDA – NONE**

**MINUTES FROM September 21, 2022**

Wobbe moved, seconded by Klopmeier, to approve the minutes from the September 21, 2022 Planning Commission Meeting.

**THE MOTION BY ROLL CALL**

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

6-ayes, 0-nays

**MOTION:**

Jung moved, seconded by Thompson, that the Planning Commission recommend approval to the City Council of this alley vacation for Citizens Community Bank (approximate 12' x 126' alley that runs east to west generally located south of 10 North Railway, north of Haas Park, and north of Citizens Community Bank between parcel numbers 10-32-0-136-003, 10-32-0-136-011, 10-32-0-136-012, and 10-32-0-136-026).

**THE MOTION BY ROLL CALL**

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

6-ayes, 0-nays

**MISCELLANEOUS**

Assistant City Manager updated the commission members that there are plans for another hearing next month. The administration office received a request for a rezoning.

Assistant City Manager also gave an update on the Fulford Homes project. The revised preliminary plat was submitted, met what SAFB proposed and was approved by City Council.

Karen Wobbe discussed a culvert issue on Route 4. Assistant City Manager stated that the issue is possibly a Mascoutah Surface Water District issue or an IDOT issue as it is outside the city limits.

**ADJOURNMENT**

Thompson moved, seconded by Jung, to adjourn at 7:26 p.m. All were in favor.

---

Tiffany M Barrows, Deputy City Clerk



**ORDINANCE NO. 22-\_\_**

**AN ORDINANCE VACATING AN ALLEY**

**WHEREAS**, a plat has been recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, a copy of which is attached to this Ordinance, marked "Exhibit A" and incorporated herein; and

**WHEREAS**, the City of Mascoutah now desires to vacate an alley at that runs east to west south of 10 North Railway Street, north of Haas Park, and north of 9 East Main Street between parcel numbers 10-32-0-136-003, 10-32-0-136-011, 10-32-0-136-012, and 10-32-0-136-026 in manner and form as provided by the Statutes of the State of Illinois.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MASCOUTAH, IN ST. CLAIR COUNTY, ILLINOIS, THAT MASCOUTAH DOES HEREBY VACATE THE ALLEY OF THE PLAT AS SHOWN IN "EXHIBIT A" AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**SECTION 1: TO OWNERS OF RECORD –**

The south Half of the 12 foot wide alley adjoining, Lot 11 except west 28 feet thereof and the west 25 feet of Lot 10 in Block 2 of the Town of Mechanicsburgh, now Mascoutah, reference being had to the plat thereof in the St. Clair County Recorder's Office in Book of Deeds "I" on page 382 a tract of land described in Document Numbers A01591438 and A01867809.

Said area being 47 feet more or less in length.

Said right of way contains 282 square feet, more or less.

Subject to easements, conditions and restrictions of record.

Parcel No. 10-32-0-136-026.

**SECTION 2: TO OWNERS OF RECORD –**

The south Half of the 12 foot wide alley which lies 78 feet more or less, east of the east right of way line of North Railway Avenue and north of and adjoining all of Lot 12 and the west 28 feet of Lot 11 in Block 2 of the Town of Mechanicsburgh, now Mascoutah, reference being had to the plat thereof in the St. Clair County Recorder's Office in Book of Deeds "I" on page 382 a tract of land described in Deed Book 1633 on page 551.

Said area being 78 feet more or less in length.

Said right of way contains 468 square feet, more or less.

Subject to easements, conditions and restrictions of record.

Parcel No. 10-32-0-136-011 and 10-32-0-136-012.

*Attachment C*

**SECTION 3: TO OWNERS OF RECORD –**

The north Half of the 12 foot wide alley which lies 125 feet more or less, east of the east right of way line of North Railway Avenue and south of and adjoining all of Lots 75 and 76 and the west Half of Lot 77 of Hillgard, Kraft and West Addition to Mascoutah, reference being had to the plat thereof in the St. Clair County Recorder's Office in Deed Book "K" on page 429 and being a tract of land described in Document Number A02546453, Parcel 7.

Said area being 125 feet more or less in length.

Said right of way contains 750 square feet, more or less.

Subject to easements, conditions and restrictions of record.

Parcel No. 10-32-0-136-003.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its passage and approval according to 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 21<sup>st</sup> day of November, 2022, and deposited and filed in the office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
John Weyant	_____	_____	_____
Walter Battas	_____	_____	_____
Nick Seibert	_____	_____	_____
Eric Kohrmann	_____	_____	_____
Pat McMahan	_____	_____	_____

**APPROVED** by the Mayor of the City of Mascoutah, Illinois, this 21<sup>st</sup> day of November, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)





PC 22-05, Alley Vacation, Citizens Community Bank

Approximately 12' wide x 125' length

Alley dedicated as follows:

Green - approx. 6' x 125' to 10 North Railway

Blue - approx. 6' x 78' to City of Mascoutah (Haas Park)

Orange - approx. 6' x 47' to 9 East Main

Attachment D