

Mascoutah City Council

January 3, 2023

REGULAR MEETING AGENDA

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

7:00 pm – City Council Meeting

1. PRAYER & PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

4. AMEND AGENDA – consideration of items to be added/ deleted to /from the meeting agenda. *No action can be taken on added items, but may be discussed only. Exceptions – emergency items as authorized by law.*

5. MINUTES, December 19, 2022 City Council Meeting (Page 1 to Page 5) December 19, 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. Resolution of Authorization – Deed of Easement – Oberbeck Grain Co.

(Page 16 to Page 18)

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.

2. Resolution of Authorization – Warranty Deed – Engel Farms Inc.

(Page 19 to Page 25)

Description: Council approval and adoption of resolution authorization the execution of a warranty deed for purchase of property in conjunction with the Electric Distribution Upgrade Project and Onyx Drive Improvements Project.

Recommendation: Council Approval and Adoption of Resolution.

3. Code Change – No Parking, Hayden Dr. (first reading)

(Page 26 to Page 28)

Description: Council approval and adoption of an Ordinance to amend Schedule E – No Parking Streets.

Recommendation: First Reading.

B. Council Miscellaneous Items

C. City Manager

9. PUBLIC COMMENTS (3 MINUTES)

10. ADJOURNMENT TO EXECUTIVE SESSION – NONE

11. MISCELLANEOUS OR FINAL ACTIONS

12. ADJOURNMENT

POSTED 12/29/22 at 4:00 PM

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

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

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

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

You can also dial in using your phone.

United States: +1 (312) 626-6799

Access Code: 878-7675-8114

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

DECEMBER 19, 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, Nick Seibert and Eric Kohrmann.

Absent: None.

Other Staff Present: City Manager Becky Ahlvin, Assistant City Manager Kari Speir, City Clerk Melissa Schanz, City Attorney Al Paulson, Fire Chief Joe Zinck, Assistant Fire Chief Rob Stookey, Finance Coordinator Lynn Weidenbenner, Police Chief Scott Waldrup and EMS Supervisor Jeremy Gottschammer.

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

AMEND AGENDA

None.

MINUTES

The minutes of the December 5, 2022 regular City Council meeting were presented and approved as presented. The minutes of the December 5, 2022 Executive Session meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

Eric Mercer, a resident of Mascoutah, voiced some concerns about the police not having body cameras. He also expressed frustration towards the police department, administrative staff and members of the city council.

Thane Kifer, the owner of Best Western Hotel, was present to speak about parking on Hayden Drive.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – November 2022 monthly report was provided.

Police Chief Scott Waldrup – November 2022 monthly report was provided.

Finance Coordinator Lynn Weidenbenner – November 2022 monthly financials were provided.

Public Works Director Jesse Carlton – absent – November 2022 building and status report was provided by City Manager Becky Ahlvin.

City Engineer – absent – November 2022 status report on public projects was provided by City Manager Becky Ahlvin.

REPORTS AND COMMUNICATIONS

Mayor – Attended the SAFB Winter Concert.

City Council

Weyant – Attended the SAFB Winter Concert and a Holiday Play in Lebanon.

Battas – Attended the SAFB Winter Concert.

Seibert – Attended MHS Choir Concert and the SAFB Winter Concert.

Kohrmann – Nothing to report.

City Manager – Nothing to report.

City Attorney – Nothing to report.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The November 2022 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Seibert 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.

2022 PROPERTY TAX LEVY (SECOND READING)

City Manager presented report for Council approval and adoption of the 2022 Property Tax Ordinance.

There was no further discussion.

Seibert moved, seconded by Kohrmann, to approve the 2022 Property Tax Levy by adopting Ordinance No. 22-14.

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

BID AWARD – POLICE VEHICLE PURCHASE

City Manager presented report for Council approval and authorization of bid for the purchase of one vehicle for the Police Department.

There was no further discussion.

Weyant moved, seconded by Battas, to rescind the purchase approved on May 16, 2022 in the amount of \$36,720.00 to Morrow Brothers Ford Inc. of Greenfield, IL for furnishing a 2022 Ford Police Interceptor SUV and approve the purchase in the amount of \$40,575.00 to Morrow Brothers Ford Inc. of Greenfield, IL for furnishing a 2023 Ford Police Interceptor SUV and authorize appropriate officials to execute the necessary documents.

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

RESOLUTION OF AUTHORIZATION – WARRANTY DEED CHRISTOPHER LEMBKE

City Manager presented report for Council approval and adoption of resolution authorizing the execution of a warranty deed for purchase of property in conjunction with the 138KV Phase II Electric Project.

There was no further discussion.

Seibert moved, seconded by Battas, to approve and adopt Resolution No. 22-23-25, a Resolution to authorize the Mayor or City Manager to execute any and all documents to procure a warranty deed for purchase of property from Christopher D. Lembke in the amount of \$60,000.00 in conjunction with the 138KV Phase II Project.

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

RESOLUTION OF AUTHORIZATION – DEED OF EASEMENT – MASCOUTAH SURFACE WATER PROTECTION DISTRICT

City Manager presented report for Council approval and adoption of resolution authorizing the execution of a deed of easement for electrical utilities.

There was no further discussion.

Weyant moved, seconded by Seibert, to approve and adopt Resolution No. 22-23-26, a resolution to authorize the Mayor or City Manager to execute any and all documents to procure deed of easement for electrical utilities with Mascoutah Surface Water Protection District in conjunction with the 138KV Phase II Project.

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

RESOLUTION OF AUTHORIZATION – DEED OF EASEMENT – CHARLOTTE AND MYRON WOMBACHER

City Manager presented report for Council approval and adoption of resolution authorizing the execution of a deed of easement for electrical utilities.

There was no further discussion.

Weyant moved, seconded by Seibert, to approve and adopt Resolution No. 22-23-27, a resolution to authorize the Mayor or City Manager to execute any and all documents to procure deed of easement for electrical utilities with Charlotte Wombacher and Myron G. Wombacher in the amount of \$20,000.00 in conjunction with the 138KV Phase II Project.

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

RIGHT OF WAY DEDICATION PLAT – N LEBANON STREET RECONSTRUCTION

City Manager presented report for Council approval of the Right of Way Dedication Plat for the North Lebanon Street Reconstruction Project.

There was no further discussion.

Seibert moved, seconded by Kohrmann, to Approve the Right of Way Dedication Plat for the North Lebanon Street Reconstruction Project and authorize appropriate officials to execute the necessary documents.

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

COUNCIL – MISCELLANEOUS ITEMS

None.

CITY MANAGER – MISCELLANEOUS ITEMS

City Manager provided the Council with information and background on Parking restrictions on Hayden Drive. Thane Kifer who owns the Best Western was present at the meeting to express his concerns about the parking prohibition. Kifer stated that no parking would cause the hotel to lose several thousands of dollars of revenue. Kifer asked the Council to consider allowing parking for 400 feet on either side of the entrance to the hotel. Sean Hayden, one of

the owners of the apartments at the end of Hayden Drive, called the City Manager and has concerns about the trucks clogging Hayden Drive and causing issues for drivers on the street. Councilman Weyant is worried about trucks continuing to break up the road. Councilman Battas stated that the road was not built correctly and stated that it has been breaking up since the first set of apartments were built. After Council Discussion, Council agreed to have parking on the South side of Hayden Drive 400 feet on either side of the Best Western Entrance.

City Manager asked Council if they wanted to reinstate the business license fees for 2023. It was decided by Council to reinstate all business license fees for 2023.

PUBLIC COMMENTS

Eric Mercer stated that his work orders never get done and that his rights have been violated. He also expressed concerns about it being too bright outside his residency due to lights at the storage facility on the edge of town.

ADJOURNMENT TO EXECUTIVE SESSION

Battas moved, seconded by Seibert, to adjourn to Executive Session to discuss Purchase/Lease of Property – Section 2(c)(5), Litigation – Section 2(c)(11) and Personnel – Section 2(c)(1) at 7:51p.m.

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

Motion passed. Motion passed by unanimous yes voice vote.

RETURN TO REGULAR SESSION

Kohrmann moved, seconded by Seibert, to return to regular session at 8:16 p.m.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

Weyant moved, seconded by Kohrmann, to adjourn at 8:17 p.m.

Motion passed. Motion passed by unanimous yes voice vote.

Melissa Schanz, City Clerk

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Rebecca Ahlvin, City Manager

SUBJECT: **Resolution of Authorization – Deed of Easement
Oberbeck Grain Co.**

MEETING DATE: January 3, 2023

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 Oberbeck Grain Co. which now requires approval by resolution for the City to execute the required documents and authorize payment.

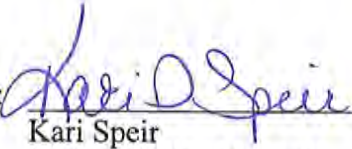
RECOMMENDATION:

Council approval and adoption of Resolution.

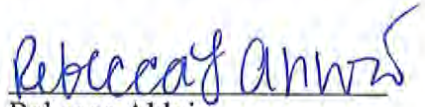
SUGGESTED MOTIONS:

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 Oberbeck Grain Co. in the amount of \$35,730.00 in conjunction with the 138KV Phase II Project.

Prepared By:


Kari Speir
Assistant City Manager

Approved By:


Rebecca Ahlvin
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 OBERBECK GRAIN CO.

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 Oberbeck Grain Co. in conjunction with the 138kV Phase II Electric Project for 1.191 acres of property identified as permanent parcel #10-29-0-400-004 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 \$35,730.00 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 3rd day of January, 2023.

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: 10-29.0-400-004

THIS INDENTURE, made this 19th day of December, 2022, by and between **Oberbeck Grain Co.**, an Illinois Corporation having an address of 700 Walnut Street, Highland, Illinois 62249, 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 one (1) 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.

1
Attachment B

8

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 out 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:

Oberbeck Grain Co., an Illinois Corporation

Signature:  _____

Title: President

Signature: _____

Title: _____

STATE OF ILLINOIS)

(Madison)

SS

COUNTY OF ST. CLAIR)

NOTARY SEAL

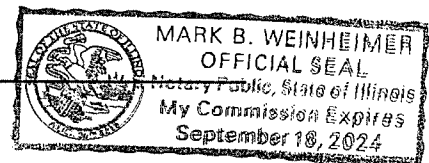
I, Mark B Weinheimer, a Notary Public for the State and County aforesaid, do hereby certify that a representative of **Oberbeck Grain Co.**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person

and acknowledged that 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 19th day of December, 2022.

Mark B Weinheimer
Notary Public

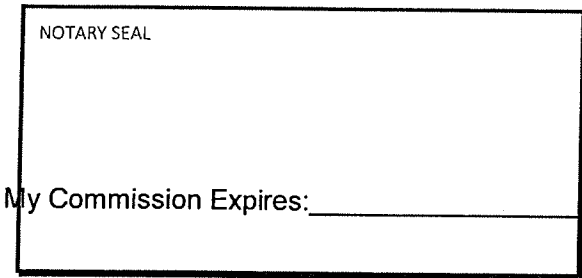
My Commission Expires:



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 10-29.0-400-004
Oberbeck Grain Co.**

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

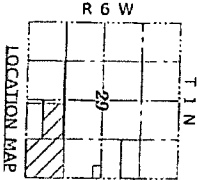
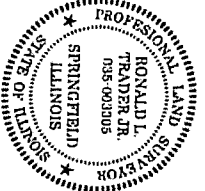
Commencing at the Southwest Corner of the Southeast Quarter of Section 29; thence North 00 degrees 48 minutes 01 seconds West along the west line of the Southeast Quarter of Section 29, a distance of 1,332.14 feet; thence South 89 degrees 16 minutes 08 seconds East along the north line of the South Half of the Southeast Quarter of Section 29, a distance of 120.04 feet to a point 120.00 feet east of the west line of the South Half of the Southeast Quarter and the Point of Beginning; thence continuing South 89 degrees 16 minutes 08 seconds East along the north line of the South Half of the Southeast Quarter of Section 29, a distance of 1,037.71 feet to a point 127.50 feet west of the existing centerline of an Ameren transmission easement recorded December 8th, 1969, as Document No. A329246 in the St Clair County Recorder's Office; thence South 00 degrees 55 minutes 58 seconds East along a line 127.50 feet west and parallel to the existing centerline of an Ameren transmission easement, 50.02 feet to a point 50.00 feet south of the north line of the South Half of the Southeast Quarter; thence North 89 degrees 16 minutes 08 seconds West along a line 50 feet south and parallel to the north line of the South Half of the Southeast Quarter, 1,037.82 feet to a point 120.00 feet east of the west line of the South Half of the Southeast Quarter; thence North 00 degrees 48 minutes 01 seconds West along a line 120.00 feet east and parallel of the west line of the South Half of the Southeast Quarter, 50.02 feet to the Point of Beginning containing 51,888.24 square feet or 1.191 acres more or less.

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS

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.

DATE 11/22/22

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



POC
CONCRETE MONUMENT
SW CORNER SE 1/4,
SEC. 29, T1N, R6W

OBERBECK GRAIN CO.
DOC # A02728306
DECEMBER 3, 2021

SW 1/4, SEC. 29
T1N, R6W

W.L. SW 1/4, SE 1/4
SEC. 29 T1N, R6W
N 00°48'01" W
1,332.14'

N 00°48'01" W
1,332.68'

5/8 1/4 NW CORNER
SEC. 29, T1N, R6W

120.04'

N 00°48'01" W
50.02'

120.00'

REBAR
NW COR. SE 1/4,
SEC. 29, T1N, R6W

N 1/2, SE 1/4,
SEC. 29 T1N, R6W

PROPOSED TRANSMISSION
EASEMENT = 0.191 AC±

PT S 1/2, SE 1/4,
SEC. 29 T1N, R6W
10-29-0-400-004

N.L. SW 1/4, SE 1/4
SEC. 29 T1N, R6W
S 89°16'08" E 1,326.65'
1,037.71'

10-29-0-400-007

N 09°16'08" W
1,037.82'

10-29-0-400-004

S 1/2, SE 1/4,
SEC. 29 T1N, R6W

1/2" REBAR, NE CORNER
SW 1/4, SE 1/4
SEC. 29, T1N, R6W

EX. 165' WIDE
AMENEN EASEMENT
DOC# A329246

E.L. SW 1/4, SE 1/4
SEC. 29 T1N, R6W

N 89°16'08" W
168.90'

S 00°35'58" E
50.02'

127.50'

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. 5271-2101310 Issued by Chicago Title Insurance Company Effective date June 9, 2022.
4. Existing R.O.W. determined by use/occupation unless recorded or unrecorded document is noted.

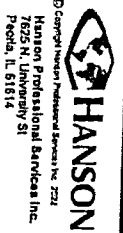
LEGEND

- 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



JOB NO.	21E0023
DATE	11/22/2022
BY	RLT
CHECKED BY	RLT
DATE	OCT. 2022
SCALE	1" = 100'

CITY OF
MASCOUTAH,
ILLINOIS



OBERBECK GRAIN CO.

10-29-0-400-004



Mascoutah
ILLINOIS

RECEIPT

Easement No: 10290400004

Project No: Electrical Transmission Easement

Acres: 1.191 acre Permanent Electrical Transmission Easement

Private: ☐

Abutting: ☐

County: St. Clair Twp: 1N Rng: 6W Sec: 29

R/W: File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of \$35,730.00 Dollars for an:

☒ Permanent Easement ☐ Damages (crop, drainage tiles, fence, etc.)

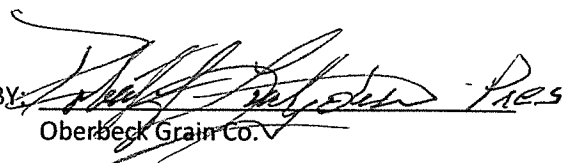
☐ Temporary Easement ☐ Other: _____

Acknowledged this _____ day of _____, 20_____.

City of Mascoutah

GRANTOR(S)

BY: _____
Right-of-Way Representative

BY: 
Oberbeck Grain Co. ✓

Tenant Name: _____
Address: _____

Grantor's Address: 700 Walnut St.,
Highland, Illinois 62249

Phone: _____

Phone: 618.279.0566

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Rebecca Ahlvin, City Manager

SUBJECT: **Resolution of Authorization – Warranty Deed
Engel Farms Inc.**

MEETING DATE: January 3, 2023

REQUESTED ACTION:

Council approval and adoption of resolution authorizing the execution of a warranty deed for purchase of property in conjunction with the Electric Distribution System Upgrade Project and Onyx Drive Improvements Project.

BACKGROUND & STAFF COMMENTS:

The City is in the process of the Electric Distribution System Upgrade Project. Utility easement is needed for the improvements along Onyx Drive to complete the rerouting of electric load from the circuit on Route 4 to provide the electric load needed for Boeing. In addition, right-of-way for the improvements of Onyx Drive was reviewed and it was determined now was the best time to obtain the full 30' ROW along Onyx Drive for future expansion. An agreement has been reached with Engel Farms Inc. to purchase the property needed for both projects 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 a warranty deed for purchase of property from Engel Farms Inc. in the amount of \$17,500.00 in conjunction with the Electric Distribution System Upgrade Project and Onyx Drive Improvements Project.

Prepared By: 
Kari Speir
Assistant City Manager

Approved By: 
Rebecca Ahlvin
City Manager

Attachment: A – Resolution
B – Warranty Deed

RESOLUTION NO. 22-23-__

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE
WARRANTY DEED FOR PURCHASE OF PROPERTY OWNED BY
ENGEL FARMS INC.**

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 Electric Distribution System Upgrades Project and Onyx Drive Improvements Project; and

WHEREAS, these utility easements right-of-way acquisition, and property purchases 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 warranty deed for purchase of property from Engel Farms Inc. in conjunction with the Electric Distribution System Upgrades Project and Onyx Drive Improvements Project for 0.87 acres of property identified as permanent parcel #10-29-0-100-004 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 \$17,500.00 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 3rd day of January, 2023.

AYE's -
NAY's -
ABSENT -

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

Owner Engel Farms, Inc.
Address Onyx Drive
Mascoutah, Illinois 62258
Route MUN 860F (Onyx Drive)
County St. Clair
Job No.
Parcel No. 10290100004
P.I.N. No. 10-29.0-100-004
Section 22-00029-00-PV
Project No.
Station
Station
Contract No.
Catalog No.

WARRANTY DEED
(Corporation) (Non-Freeway)

Engel Farms, Inc., having an address at 4709 Malibu Road Anchorage, AK 99517, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Seventeen Thousand and Five Hundred and no/00 Dollars (\$17,500.00), or other valuable considerations the receipt and sufficiency of which are hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, grants, conveys, and warrants to 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, (Grantee), the following described real estate:

The South 30 feet of even width of Lot 2 lying East of the East Right of Way line of SBI Route 150 (a/k/a State Route 4) as shown on a Right of Way Plat dated September 11, 1928, and recorded October 9, 1928, in Plat Book 32 at Page 17, as document no. 152446, said Lot 2 being the South Half of the Southeast Quarter of the Northwest Quarter of Section 29. As shown on a Plat of Survey dated December 11, 1869, and recorded July 11, 1870. In Plat Book C at Page 201, lying in Township 1 North, Range 6 West of the Third Principal Meridian. St. Clair County, Illinois, more particularly described as follows:

Commencing at the center of said section 29. Said center also being the point of beginning.

From the point of beginning. Thence North 89 Degrees 09 Minutes 13 Seconds West (Bearings assumed for description purposes only) along the south Line of said Lot 2, a distance of 1,268.62 feet to the intersection of said South Line with said East Right of Way Line; thence North 00 Degrees 44 Minutes 25 Seconds West along said East Right of Way Line. 30.01 feet; thence South 89 Degrees 09 Minutes 13 Seconds East along a Line parallel with and 30.00 feet, measured Perpendicular, North of said South Line, 1,268.60 feet to a point on the East Line

Attachment B

of said Lot 2; Thence South 00 Degrees 47 Minutes 43 Seconds East along said East Line. 30.01 feet to the Point of Beginning.

Said Proposed Right of Way contains 0.87 acres, more or less, of which 0.37 acres, more or less, are within the Existing Road Right of Way.

Subject to all liens, encumbrances, leases, right of ways, easements, covenants, conditions and restrictions of record, and further subject to all unrecorded coal and agricultural leases, encroachments and rights of persons in possession.

situated in the County of St. Clair, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving, and using the premises for city street and other city utility purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 14th day of DECEMBER, 2022.

Engel Farms, Inc.

Corporation Name

By:

Signature

ATTEST:

By:

Signature

Margritt A. Engel, President

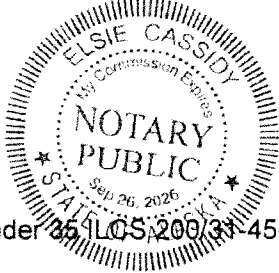
Print Name and Title

MARGRITT A. ENGEL SECRETARY
Print Name and Title

State of)
) ss
County of)

This instrument was acknowledged before me on DECEMBER 14, 2022, by
Margritt A. Engel, as President
and MARGRITT A. ENGEL, as SECRETARY
of Engel Farms, Inc.

(SEAL)



Elsie Cassidy
Notary Public

My Commission Expires: September 26, 2026

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax bills to:

City of Mascoutah
#3 West Main Street Mascoutah, IL
Mascoutah, Illinois 62258

Receipt of Conveyance Documents and Disbursement Statement

Owner: Engel Farms, Inc.
Job No.
Parcel No. 10290100004

The City of Mascoutah (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- ☒ Warranty Deed covering 0.87 acres
☐ Permanent Easement covering square feet
☐ Temporary Construction Easement covering square feet

all located in St. Clair County, Illinois as right of way for MUN 860F (Onyx Drive), Section 22-00029-00-PV dated _____, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Seventeen Thousand and Five Hundred and no/00 Dollars (\$17,500.00) to Grantor as total consideration for the Warranty Deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the City of Mascoutah, Illinois, unless provided as follows:
3. Possession and transfer of title to the City of Mascoutah occurs when Grantee delivers payment to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Engel Farms, Inc.	TIN #37- 0872305	4709 Malibu, Anchorage, AK 99517	\$17,500.00
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

NON-FOREIGN CERTIFICATION – FIRPTA. Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall

mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed.
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

5. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: DECEMBER 14, 2022

Grantor: Engel Farms, Inc.

Margritt A. Engel
Signature

Margritt A. Engel, President
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: _____

Grantee:

The City of Mascoutah

for the City of Mascoutah

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & City Council

FROM: Becky Ahlvin – City Manager

SUBJECT: Code Change – No Parking, Hayden Dr. (First Reading)

MEETING DATE: January 3, 2023

REQUESTED ACTION:

Council approval and adoption of an Ordinance to amend Schedule E – No Parking Streets.

BACKGROUND & STAFF COMMENTS:

Council approved an ordinance for no parking along Hayden Drive on both sides June 2022. Since then, discussions have taken place with local business owners along Hayden Drive, more particularly the hotel, to allow some parking on Hayden Drive to accommodate guests (especially commercial truck drivers) staying at the hotel. Council discussed this item at the last meeting. Below is a recommendation from staff as a result of those discussions to allow 400 feet of parking on the south side of Hayden Drive east and west of the hotel entrance.

SCHEDULE “E” – NO PARKING STREETS

I. NO PARKING

<i>Street – Side</i>		<i>Location</i>
Hayden Drive (north side)	From	Route 4 to City limits
Hayden Drive (south side)	From	within 50 feet east and west of 9730 Hayden Dr entrance
Hayden Drive (south side)	From	450 feet west of 9730 Hayden Dr entrance to City limits
Hayden Drive (south side)	From	450 feet east of 9730 Hayden Dr entrance to Route 4

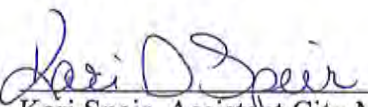
The Street Department will receive a work order to place no parking signs along these locations after passage of the attached Ordinance.

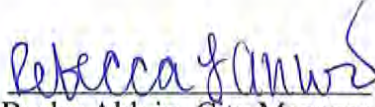
RECOMMENDATION:

Council approval and adoption of ordinance amending Schedule “E” – No Parking Streets.

SUGGESTED MOTION:

I move that the Council approve and adopt Ordinance No. 23-____, amending Chapter 24, Schedule “E” – No Parking Streets.

Prepared By: 
Kari Speir, Assistant City Manager

Approved By: 
Becky Ahlvin, City Manager

Attachments: A – Ordinance

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING CHAPTER 24,
SCHEDULE "E" – NO PARKING STREETS OF THE
CITY OF MASCOUTAH CODE OF ORDINANCES

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

SECTION 1: That CHAPTER 24, ARTICLE IV – ILLINOIS VEHICLE CODE
(Schedule "E" – No Parking Streets) be amended to add the following:

SCHEDULE "E" – NO PARKING STREETS

I. NO PARKING

<i>Street – Side</i>		<i>Location</i>
<i>Hayden Drive (both sides)</i>	<i>From</i>	<i>Route 4 to City Limits</i>
<i>Hayden Drive (north side)</i>	<i>From</i>	<i>Route 4 to City limits</i>
<i>Hayden Drive (south side)</i>	<i>From</i>	<i>within 50 feet east and west of 9730 Hayden Dr entrance</i>
<i>Hayden Drive (south side)</i>	<i>From</i>	<i>450 feet west of 9730 Hayden Dr entrance to City limits</i>
<i>Hayden Drive (south side)</i>	<i>From</i>	<i>450 feet east of 9730 Hayden Dr entrance to Route 4</i>

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

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St.
Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman
_____, adopted on the following roll call vote on the 17th day of January, 2023, and
deposited and filed in the Office of the City Clerk in said City on that date.

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

APPROVED by the Mayor of the City of Mascoutah, Illinois, this 17th day of January, 2023.

ATTEST:

Mayor

City Clerk
(SEAL)