

Mascoutah City Council
September 6, 2022
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, August 15, 2022 City Council Meeting (Page 1 to Page 10)
August 15, 2022 Executive Session Meeting (confidential, see City Clerk)

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

7. SWEARING IN CEREMONY – Police Officer Jacob Hoffman and Police Officer Bradley Penet by City Clerk Melissa Schanz

8. REPORTS AND COMMUNICATIONS

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

9. COUNCIL BUSINESS

A. Council Items for Action

1. Resolution of Authorization – Deed of Easement – Kruse Farm Inc.

(Page 7 to Page 20)

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 – Deed of Easement – Oberbeck Grain Co.

(Page 21 to Page 37)

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.

3. Resolution of Authorization – Deed of Easement – Mascoutah Surface Water Protection District

(Page 38 to Page 46)

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.

4. Resolution of Authorization – Deed of Easement – Mascoutah Surface Water Protection District

(Page 47 to Page 57)

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.

5. Resolution of Authorization – Deed of Easement – Henry Roth Jr.

(Page 58 to Page 59)

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 – Daniel Roth and Carol Roth

(Page 60 to Page 61)

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.

B. Council Miscellaneous Items

C. City Manager

10. PUBLIC COMMENTS (3 MINUTES)

11. ADJOURNMENT TO EXECUTIVE SESSION

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

B. Litigation – Section 2(c)(11)

12. MISCELLANEOUS OR FINAL ACTIONS – NONE

13. ADJOURNMENT

POSTED 9/1/22 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/84403536978>

You can also dial in using your phone.

United States: +1 (312) 626-6799

Access Code: 844-0353-6978

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

AUGUST 15, 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 Doug Elbe.

Absent: None.

Other Staff Present: City Manager Becky Ahlvin, Assistant City Manager Kari Speir, City Clerk Melissa Schanz, City Attorney Al Paulson, 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 August 1, 2022 regular City Council meeting were presented and approved as presented. The minutes of the August 1, 2022 Executive Session meeting were presented and approved as presented.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

City residents Josh Mazander, Jerry Daugherty and Rob Stookey were present and spoke about the sewer backup problems in a certain section of Hunters Creek subdivision. They asked if the City could look into a cause since it is only their section of the subdivision that is being affected.

James Shanks was present and spoke about his high utility bill and how he still cannot reach anyone at City Hall to help him. Mayor McMahan told him to make an appointment with him the week of September 6th and he would be happy to talk to him.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – absent – July 2022 monthly report was presented by Assistant Fire Chief Rob Stookey.

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

Finance Coordinator Lynn Weidenbenner – absent – July 2022 monthly financials were presented by City Manager Becky Ahlvin.

Public Works Director Jesse Carlton – absent - July 2022 building and status report was presented by City Manager Becky Ahlvin.

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

REPORTS AND COMMUNICATIONS

Mayor – Worked Homecoming and Attended Ribbon Cutting at Mascoutah Eye Care.

City Council

Weyant – Worked Homecoming and Attended Ribbon Cutting at Mascoutah Eye Care.

Battas – Nothing to report.

Seibert – Worked Homecoming.

Elbe – Nothing to report.

City Manager – Attended Homecoming and working on Grant Projects.

City Attorney – Nothing to report.

City Clerk – Attended Homecoming.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The July 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, Elbe, McMahan. NAY's – none.
ABSENT – none.

CODE CHANGE – FOOD TRUCK VENDORS (SECOND READING)

City Manager presented report for Council approval of revisions to Chapter 7 Business Code, Article V – mobile Food and Beverage Vendors by adoption of ordinance.

There was no further discussion.

Seibert moved, seconded by Elbe, to approve and adopt Ordinance 22-08, thereby modifying Chapter 7 – Business Code, Article V – Food Truck Vendors.

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

PC 22-02 – REZONING FOR LAKESIDE ESTATES LLC, MCKINLEY ST (SECOND READING)

Assistant City Manager presented report for Council consideration of approval of rezoning application for property located on McKinley Street from RS8, Single-Family Residential, to RM, Multiple-Family Residential, by adoption of ordinance.

There was no further discussion.

Seibert moved, seconded by Battas, to approve and adopt Ordinance No. 22-09, approving the request for rezoning of property located on McKinley Street identified as parcel number 09-36-0-202-009 and 09-36-0-202-007 from RS-8, Single-Family Residential, to RM, Multi-Family Residential, subject to the Findings of Approval.

1. The proposed zone change of the site is appropriate, in terms of land patterns in the entire City and the City's Zoning Code requirements.
2. The proposed zone change is in accordance with the City's Comprehensive Plan Land Use Map.
3. The rezoning application is consistent with good general planning.
4. The proposed zone change encourages land use compatibility with adjacent uses.
5. The proposed zone change is deemed desirable to promote the general welfare of the City.

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

PC 22-03 – REZONING, 76.35 ACRES, GLAESER FARM (SECOND READING)

Assistant City Manager presented report for Council consideration of approval of rezoning application for 76.35 acres of property located on North 6th Street from RS-10, Single-Family Residential, to RS-8, Single Family Residential, by adoption of ordinance.

There was no further discussion.

Weyant moved, seconded by Battas, to approve and adopt Ordinance No. 22-10, approving the request for rezoning for 76.35 acres of property located on North 6th Street identified as parcel number 10-30-0-200-007 from RS-10, Single Family Residential, to RS-8, Single Family Residential, subject to the Findings of Approval.

1. The proposed zone change of the site is appropriate, in terms of land patterns in the entire City and the City's Zoning Code requirements.
2. The proposed zone change is in accordance with the City's Comprehensive Plan Land Use Map.
3. The rezoning application is consistent with good general planning.
4. The proposed zone change encourages land use compatibility with adjacent uses.
5. The proposed zone change is deemed desirable to promote the general welfare of the City.

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

RESOLUTION OF AUTHORIZATION – MEPRD PROJECT AGREEMENT FY23

City Manager presented report for Council approval of a Resolution authorizing execution of the Metro East Park and Recreation District (MEPRD) Project Agreement for FY23 for the Scheve Park Splash Pad Project.

Councilman Seibert asked what the total cost estimate was. Staff stated that it was estimated at \$630,000.00.

There was no further discussion.

Seibert moved, seconded by Weyant, to approve and adopt Resolution No. 22-23-08, a Resolution authorizing execution of the Metro East Park and Recreation District Project Agreement for FY23 for the Scheve Park Splash Pad Project.

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

RESOLUTION APPROPRIATING MFT FUNDS FOR ONYX DRIVE RECONSTRUCTION

City Manager presented report for Council approval of a Resolution allocating MFT funds; approval of a request for expenditure/authorization of Motor Fuel Tax Funds; and approval of an Engineering Services Agreement with TWM, Inc.; all in the amount of \$94,900.00 for engineering and right of way acquisition for the Onyx Drive Reconstruction Project.

There was no further discussion.

Weyant moved, seconded by Seibert, to approve and adopt Resolution No. 22-23-10, a Resolution for Improvements Under the Illinois Highway Code; (2) approve a request for expenditure/authorization of Motor Fuel Tax Funds; and (3) approve an Engineering Services Agreement with TWM, Inc.; all in the amount of \$94,900.00 for engineering and right of way acquisition for the Onyx Drive Reconstruction Project and authorize appropriate City officials to execute the necessary documents.

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

RESOLUTION APPROPRIATING MFT FUNDS FOR S COUNTY ROAD/MCKINLEY STREET RECONSTRUCTION

City Manager presented report for Council approval of a Resolution allocating Rebuilding Illinois Bond Grant (RBI) Funds, distributed to the City's MFT account; approval of a request for expenditure/authorization of Motor Fuel Tax Funds, using RBI Funds; and approval of an Engineering Services Agreement with Oates Associates, Inc.; all in the amount of \$123,040.00 for Engineering Services for the S County Road/McKinley Street Reconstruction Project.

There was no further discussion.

Seibert moved, seconded by Weyant, to approve and adopt Resolution No. 22-23-09, a Resolution for Improvements Under the Illinois Highway Code; (2) approve a request for expenditure/authorization of Motor Fuel Tax Funds, using RBI Funds; and (3) approve an Engineering Services Agreement with Oates Associates, Inc.; all in the amount of \$123,040.00 for Engineering Services for the S County Road/McKinley Street Reconstruction Project and authorize appropriate City officials to execute the necessary documents.

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

CHANGE ORDERS – STP FACILITY IMPROVEMENTS

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

Councilman Battas asked staff about the changes and asked why they were missed. It was explained by City Engineer that the changes were not missed; they are changes due to many different circumstances and issues along the building process.

There was no further discussion.

Seibert moved, seconded by Weyant, to approve the Change Orders in the amount of \$119,259.22 for the construction of the Mascoutah STP Facility Improvement Project and authorize appropriate City officials to execute the necessary documents.

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

COUNCIL – MISCELLANEOUS ITEMS

Councilman Weyant asked if ARPA funds have been allocated yet. City Manager stated that staff is waiting for guidance from City Council. Mayor McMahan asked staff to get a few options together to present to the City Council. It was decided that an ARPA workshop would be best on September 19, 2022 before the regular scheduled City Council Meeting.

CITY MANAGER – MISCELLANEOUS ITEMS

None.

PUBLIC COMMENTS

Jerry Daugherty asked the Council if they could look into putting the part of Hunters Creek that is having the backup issues on the “hot spot” pump list. Staff stated that area has already been added to that list.

ADJOURNMENT TO EXECUTIVE SESSION

Weyant moved, seconded by Battas, to adjourn to Executive Session to discuss Purchase/Lease of Property – Section 2(c)(5) and Litigation – Section 2(c)(11) 7:58p.m.

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

RETURN TO REGULAR SESSION

Battas moved, seconded by Seibert, to return to regular session at 8:19p.m.

MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

Battas moved, seconded by Elbe, to adjourn at 8:20 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
Kruse Farm Inc.**

MEETING DATE: September 6, 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 Kruse Farm Inc. 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 Kruse Farm Inc. in the amount of \$21,250.00 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 KRUSE FARM 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 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 Kruse Farm Inc. in conjunction with the 138kV Phase II Electric Project for 0.455 acres of property identified as permanent parcel #15-05-0-400-012 and 15-05-0-300-019 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 \$21,250.00 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 6th day of September, 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: 15050400012, 15050300019

THIS INDENTURE, made this 25th day of July, 2022, by and between Kruse Farm, Inc., having an address of P.O. Box 133, 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 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

ORIGINAL

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 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 within 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 its 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

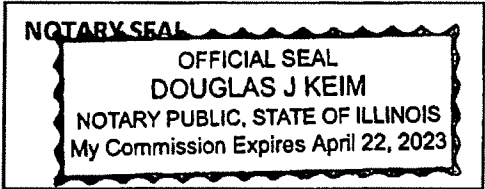
Signature: _____
Title: _____

LANDOWNER:
Kruse Farm, Inc.

Signature: Cecily Kruse
Title: President

Signature: Kathleen S. Boyd
Title: Secretary/Treasurer

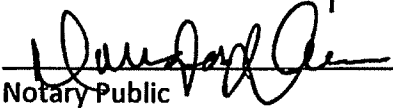
STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)



I, Douglas J. Keim, a Notary Public for the State and County aforesaid, do hereby certify that **Carolyn A. Kruse is the President of Kruse Farm, Inc.**, 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 the free and voluntary act for the uses and purposes therein set forth.

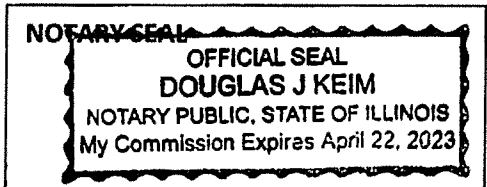
Given under my hand and notarial seal this 25th day of July, 2022.



Notary Public

My Commission Expires: 4-22-23

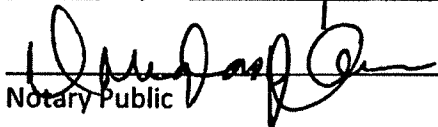
STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)



I, Douglas J. Keim, a Notary Public for the State and County aforesaid, do hereby certify that **Kathleen L Floyd is the Secretary / Treasurer of Kruse Farm, Inc.**, 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 the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of JULY, 2022.



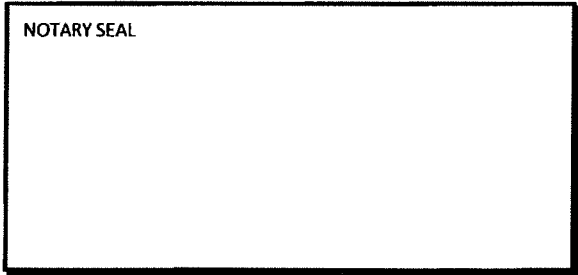
Notary Public

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 15-05.0-400-012 & 15-05.0-300-019
Kruse Farm Inc.**

Part of the Southeast Quarter of the Southwest 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 Southeast Quarter of the Southwest Quarter of Section 5; thence South 88 degrees 39 minutes 25 seconds East along the north line of the Southeast Quarter of the Southwest Quarter of Section 5, a distance of 47.36 feet; thence South 00 degrees 33 minutes 25 seconds East, 25.01 feet to the intersection of the southerly right of way line of Kruse Road and the easterly right of way line of Illinois Route 4, being the Point of Beginning; thence South 88 degrees 39 minutes 25 seconds East along the southerly right of way line of Kruse Road, 40.02 feet to a point 40.00 feet east of the easterly right of way line of Illinois Route 4; thence South 00 degrees 33 minutes 25 seconds East along a line 40.00 feet east of and parallel to the easterly right of way line of Illinois Route 4, a distance of 495.19 feet; thence North 89 degrees 55 minutes 03 seconds West, 40.00 feet to the easterly right of way line of Illinois Route 4; thence North 00 degrees 33 minutes 25 seconds West along the easterly right of way line of Illinois Route 4, a distance of 496.07 feet to the Point of Beginning containing 19,825.25 square feet or 0.455 acres more or less.

1. This professional service conforms to the current Illinois minimum standards for a boundary survey.

3. Survey based on Title Commitment NO. 5271-2101323
Issued by Chicago Title Insurance Company
Effective date April 20, 2022.

SET MAG NAIL.
SW COR. LOT
SW COR SE 1/4
SEC 5 T1S R

POINT OF COMMENCEMENT	POC
POINT OF BEGINNING	POB
FOUND MONUMENT	0
IRON ROD SET	•
APPROXIMATE POLE LOCATION	-B-
EXISTING POLE LOCATION	u
PROPERTY LINE	R
SECTION LINE	---

PROPOSED TRANSMISSION
EASEMENT BOUNDARY

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.

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

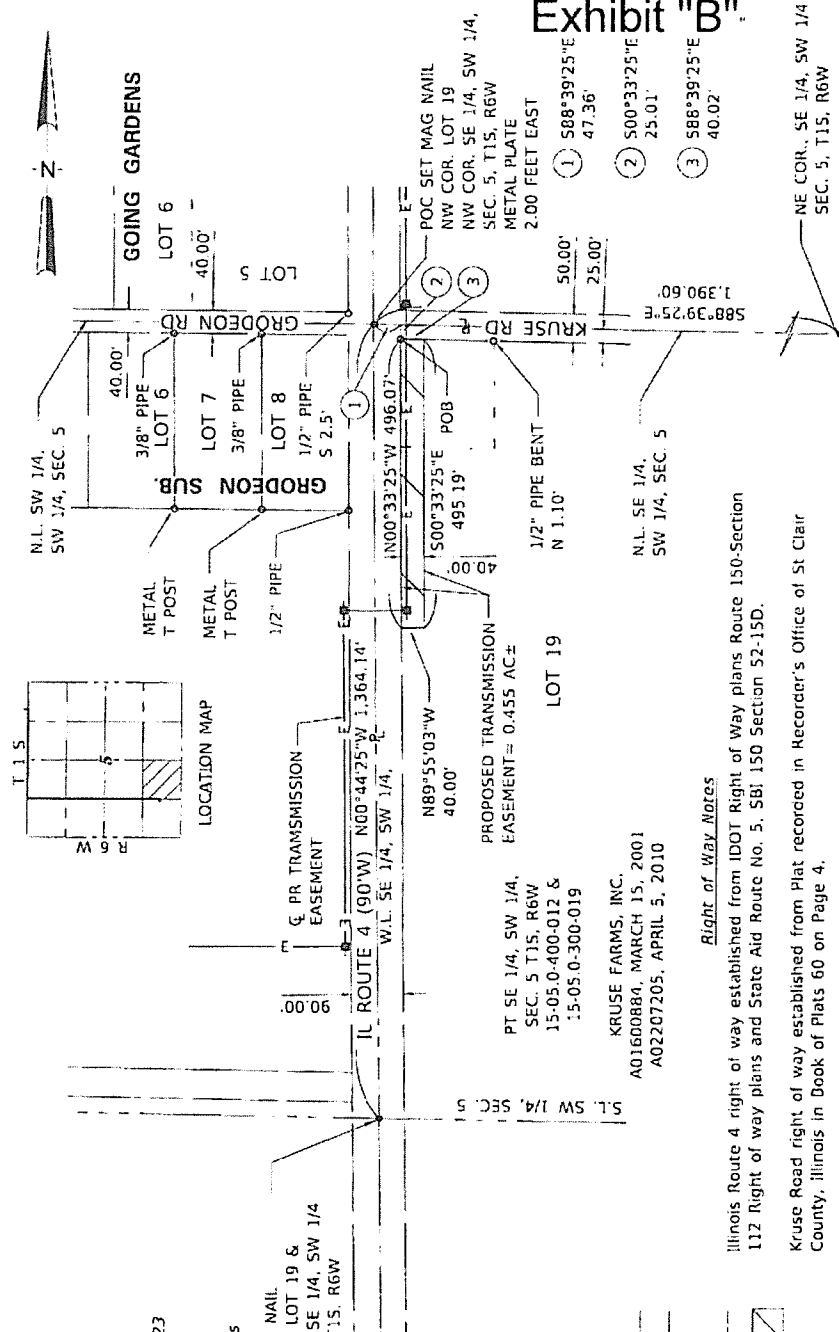
LOG NO.	21E0023
DESIGNED BY	RLT
DRAWN BY	RLT
CHECKED BY	KJN
SUBMIT COMP. DATE	FEB. 2022
DATE SENT	6/8/2022

HANSON
Copyright Hanson Professional Services, Inc. 2022
Hanson Professional Services Inc.
7625 N. University St
Peoria, IL 61614

KRUSE FARMS INC.

SCALE: $1" = 100'$	DATE: 15-05-0-300-019 & 15-05-0-400-012
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Exhibit "B"

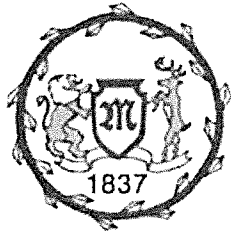


Right of Way Notes

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. SBI 150 Section 52-15D.

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

Grodeon Road right of way established from Going Gardens Subdivision Plat in Recorder's Office of St Clair County, Illinois in Book of Plats 76 on Page 38 as Document # A703946 and 151 Addition to Grodeon Subdivision in Recorder's Office of St Clair County, Illinois in Book of Plats 92 on Page 78 as Document # A01228994.



Mascoutah
ILLINOIS

RECEIPT

Easement No:

15050400012, 15050300019

Project No:

Electrical Transmission Easement

Acres:

0.455 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 \$21,250.00 Dollars for an:

☒

Permanent Easement

☐

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

☐

Temporary Easement

☐

Other: _____

Acknowledged this 25TH day of July, 2022.

City of Mascoutah

GRANTOR(S)

BY:

Right-of-Way Representative

BY:

Kruse Farm, Inc.

Tenant Name: _____

Address: _____

Phone: _____

Grantor's Address: P.O. Box 133,

Mascoutah, Illinois 62258

Phone: (618) 973-5166

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: September 6, 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 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 \$61,280.00 in conjunction with the 138KV Phase II Project.

Prepared By: Kari O Speir
Kari Speir
Assistant City Manager

Approved By: Rebecca Ahlvin
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 3.064 acres of property identified as permanent parcel #10-29-0-400-004, 10-32-0-200-008 and 15-05-0-100-007 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 \$61,280.00 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 6th day of September, 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: 10-29.0-400-004, 10-32.0-200-008,
15-05.0-100-007

THIS INDENTURE, made this 27th day of July, 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 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.

1
Attachment B

ORIGINAL

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 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 within 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: _____

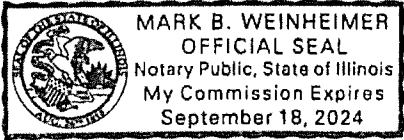
STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

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 27th day of July, 2022.



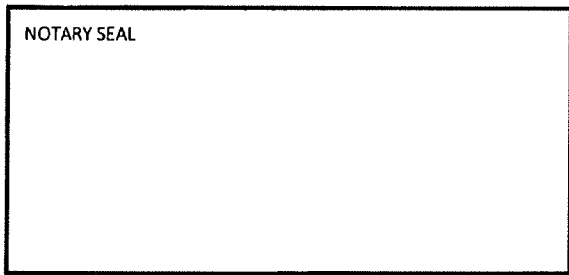
Mark B Weinheimer
Notary Public

My Commission Expires: 9-18-24

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 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 December 8th, 1969, as Document No. A329246 in the St Clair County Recorder's Office; 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, 800.20 feet to the north line of the Southwest Quarter of the Southeast Quarter of Section 29; thence South 89 degrees 16 minutes 08 seconds East along the north line of the Southwest Quarter of the Southeast Quarter, 70.03 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, 798.33 feet, thence South 89 degrees 11 minutes 59 seconds West, 70.00 feet to the Point of Beginning containing 55,948.59 square feet or 1.284 acres more or less.

**City of Mascoutah
Transmission line Construction
St. Clair County, Illinois
Tax I.D. Number 10-32.0-200-008
Oberbeck Grain Co.**

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

Commencing at the Southwest Corner of the Northeast Quarter of Section 32; thence South 89 degrees 27 minutes 57 seconds East, a distance of 1,164.76 feet along the south line of the Northeast Quarter to the Point of Beginning and being 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 North 00 degrees 55 minutes 58 seconds West along a line 127.50 feet west and parallel to the Ameren transmission easement, 485.82 feet to the centerline of State Road F.A.S. 1848 (Ill 117); thence South 82 degrees 09 minutes 01 seconds East along the centerline of State Road F.A.S. 1848 (Ill 117), 70.83 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 of the existing centerline of an Ameren transmission easement, 476.80 feet to the south line of the Northeast

Quarter of Section 32; thence North 89 degrees 27 minutes 57 seconds West along the south line of the Northeast Quarter, 70.02 feet to the Point of Beginning containing 33,691.69 square feet or 0.773 acres more or less.

**City of Mascoutah
Transmission line Construction
St. Clair County, Illinois
Tax I.D. Number 15-05.0-100-007
Oberbeck Grain Co.
Tract 1**

Part of the Lot 2 of Commerce Acres, being a subdivision of part of Lot 14 of the Northeast Quarter of the Northwest Quarter of Section 5, Township 1 South, Range 6 West of the 3rd Principal Meridian, St. Clair County, Illinois, shown on Plat Recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats 63 on Page 26, more particularly described as follows:

Beginning at the Northeast Corner of the Lot 2 of Commerce Acres; thence South 00 degrees 47 minutes 09 seconds East along the east line of Lot 2 of Commerce Acres, 15.00 feet; thence North 89 degrees 27 minutes 50 seconds West along a line 15.00 feet south and parallel to the north line of Lot 2 of Commerce Acres, 858.33 feet; thence South 85 degrees 32 minutes 25 seconds West, 103.55 feet to the east line of Lot 1 of Commerce Acres; thence North 00 degrees 34 minutes 08 seconds West along the east line of Lot 1 of Commerce Acres 24.02 feet to the north line of Lot 2 of Commerce Acres; thence South 89 degrees 27 minutes 50 seconds East along the north line of Lot 2 of Commerce Acres, 961.60 feet to the Point of Beginning containing 14,890.27 square feet or 0.342 acres more or less.

Tract 2

Part of the Lot 2 of Commerce Acres, being a subdivision of part of Lot 14 of the Northeast Quarter of the Northwest Quarter of Section 5, Township 1 South, Range 6 West of the 3rd Principal Meridian, St. Clair County, Illinois, shown on Plat Recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats 63 on Page 26, more particularly described as follows:

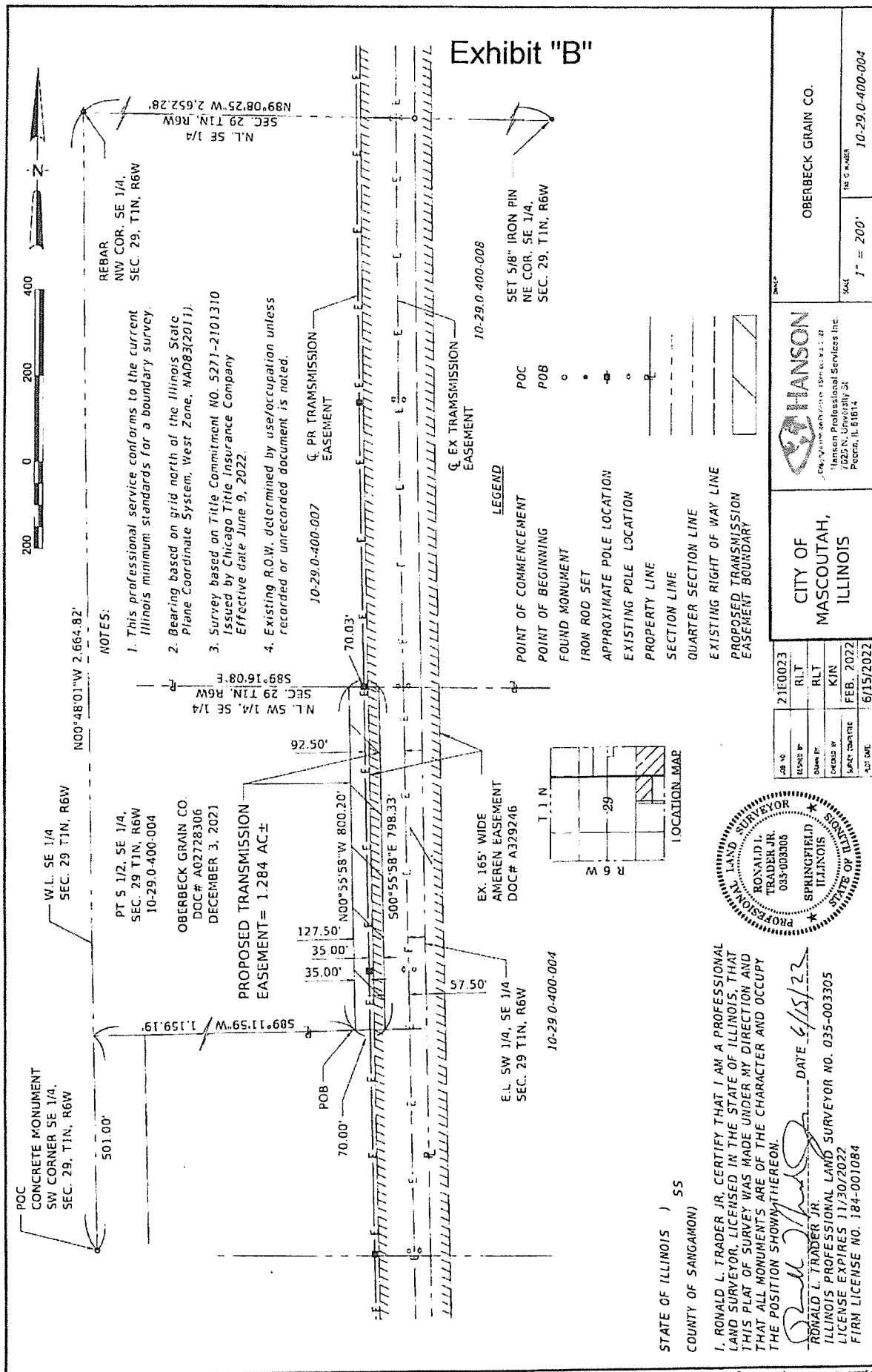
Beginning at the Southwest Corner of the Lot 2 of Commerce Acres; thence North 00 degrees 35 minutes 30 seconds West along the west line of Lot 2 of Commerce Acres, being the existing easterly right of way line of Illinois Route 4, a distance of 609.90 feet to a point on a 2,559.50 foot radius curve, the center of circle bears North 89 degrees 24 minutes 30 seconds East; thence north along the curved west line of Lot 2 and the existing easterly right of way line of Illinois Route 4, a distance of 113.68 feet through a central angle of 02 degrees 32 minutes 41 seconds, and having a chord bearing of North 00 degrees 40 minutes 50 seconds East for a distance of 113.67 feet to the south line of Lot 1 of Commerce Acres; thence South 89 degrees 36 minutes 41 seconds East along the south line of Lot 1 of Commerce Acres, 40.02 feet to a point on a 2,519.50 foot radius curve, the center of circle bears South 88 degrees 01 minutes 20 seconds East; thence south along a curve 40.00 feet east and parallel to the west line of Lot 2 of Commerce Acres, 112.99 feet through a central angle of 02 degrees 34 minutes 10 seconds, and having a chord bearing of South 00 degrees 41 minutes 35 seconds West for a distance of 112.98 feet;

thence South 00 degrees 35 minutes 30 seconds East along a line 40.00 feet east and parallel to the west line of Lot 2 of Commerce Acres, 611.04 feet to the south line of Lot 2 of Commerce Acres; thence North 88 degrees 57 minutes 35 seconds West along the south line of Lot 2 of Commerce Acres, 40.02 feet to the Point of Beginning containing 28,952.27 square feet or 0.665 acres more or less.

Illinois Route 4 right of way established from IDOT Right of Way plans Route 150-Sec-12 Right of way plans and State Aid Route No. 5, SBI 150 Section 52-15D.

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.

Grodeon Road right of way established from Going 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 Godeon Subdivision in Recorder's Office of St Clair County, Illinois in Book of Plats 92 on Page 78 as Document # A01228994.





POC
5/8" IRON PIN
SW CORNER NE 1/4,
SEC. 32, T1N, R6W
10-32-0-400-015

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. 5271-2101312 Issued by Chicago Title Insurance Company Effective date March 15, 2022.
4. Existing R.O.W. determined by use/occupation unless recorded or unrecorded document is noted.

589°27'57"E 2.647.58'
S.L. NE 1/4
1.164.76'
SEC. 32 T1N, R6W

PT NE 1/4,
SEC. 32 T1N, R6W
10-32-0-200-008
OBERBECK GRAIN CO.
DOC# A02728306
DECEMBER 3, 2021

10-32-0-200-017

PROPOSED TRANSMISSION
EASEMENT= 0.773 AC±

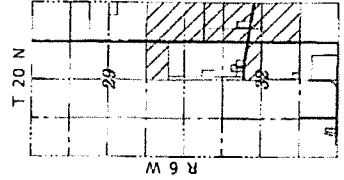
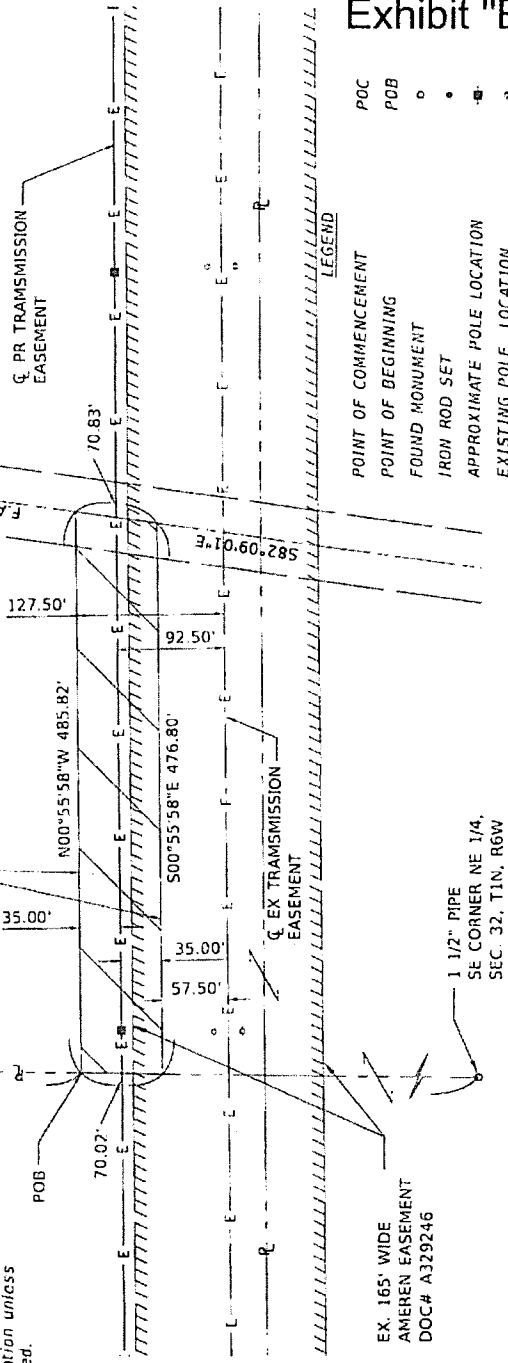


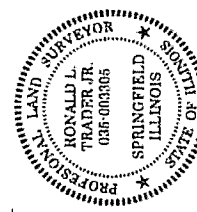
Exhibit "B"

- 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

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. DATE 6/8/22

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



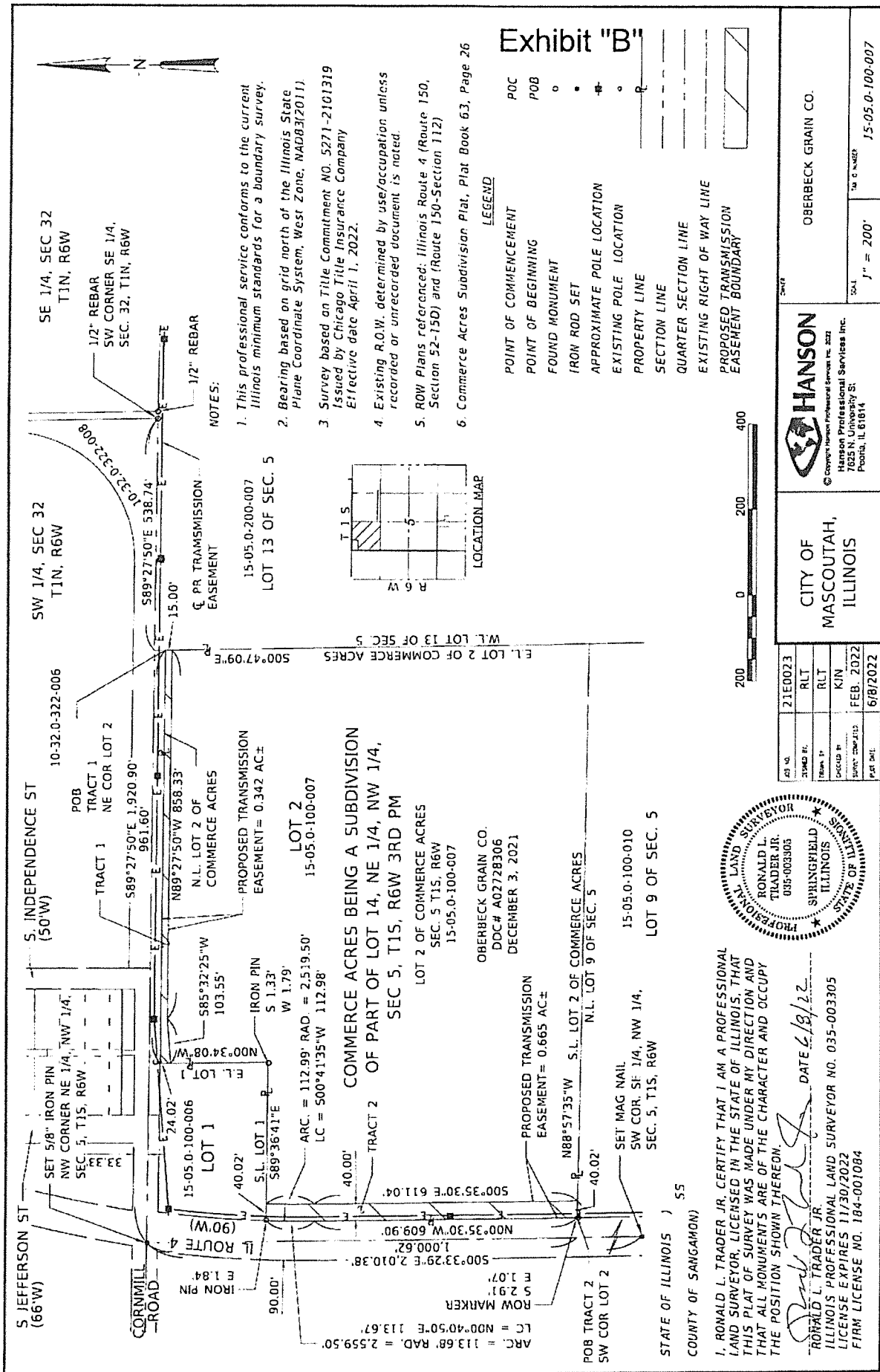
CITY OF
MASCOUTAH,
ILLINOIS

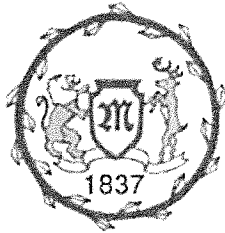
JOB NO.	21E0023
DATE BY	RLT
CHECK BY	RLT
DATE P.	KIN
SUBMIT DATE	FEB. 2022
DATE PLOT	6/8/2022

OBERBECK GRAIN CO.

SCALE 1" = 100'
SHEET 3 OF 3
10-32-0-200-008

STATE OF ILLINOIS)
COUNTY OF SANGAMON) SS





Mascoutah
ILLINOIS

RECEIPT

Easement No: 10290400004, 10320200008, 15050100007

Project No: Electrical Transmission Easement

Acres: 3.064 acre Permanent Electrical Transmission Easement

Private: ☐

Abutting: ☐

County: St. Clair

Twp: 1N (1S)

Rng: 6W

Sec 29, 32 (5)

R/W:

File/Loc:

This receipt acknowledges that the City of Mascoutah agrees to pay the Sum of \$61,280.00 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: _____

Phone: _____

Grantor's Address: PO Box 145
700 Walnut St.,
Highland, Illinois 62249

Phone: _____

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Rebecca Ahlvin, City Manager

SUBJECT: **Resolution of Authorization – Deed of Easement
Mascoutah Surface Water Protection District**

MEETING DATE: September 6, 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 Mascoutah Surface Water Protection District which now requires approval by resolution for the City to execute the required documents.

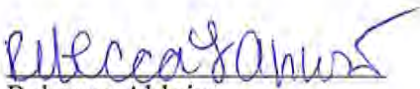
RECOMMENDATION:

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 Mascoutah Surface Water Protection District 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 MASCOUTAH SURFACE
WATER PROTECTION DISTRICT**

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 Mascoutah Surface Water Protection District in conjunction with the 138kV Phase II Electric Project for 0.595 acres of property identified as permanent parcel #10-32-0-322-008 and 10-32-0-400-008 with legal description marked as Exhibit A and as shown on Exhibit B and incorporated herein.

PASSED AND APPROVED by the City Council of the City of Mascoutah, Illinois on the 6th day of September, 2022.

AYE's —

NAY's —

ABSENT —

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

**Deed of Easement
& Right-of-Way
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 Numbers: 10320400008,
10320322008

T HIS INDENTURE, made this 25th day of July, 2022, by and between **MASCOUTAH SURFACE WATER PROTECTION DISTRICT** having an address at 223 E. Main Street, Mascoutah, Illinois 62258, hereinafter referred to as the "**Grantors**", 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 "**Grantee**".

WITNESSETH:

T he **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One and no/00 Dollar(s) (\$1.00), or other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, an easement and a free uninterrupted and unobstructed right of way, so long as the electrical utility is in use, in, under, across, and over a part of the **Grantor's** property situated in St. Clair County, Illinois and more particularly described as follows:

See Exhibit A.

and as shown on the Exhibit B attached hereto and made a part hereof, for the purpose of installing said electrical utilities.

Together with the right of the **Grantee**, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material at any and all times 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 right of the **Grantors** to freely use and enjoy their interest in the easement described above is reserved to **Grantors**, their successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** utilities and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover under **Grantee's** facilities within said easement be substantially altered, without the consent of the **Grantee**. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way**, that poles will be located as shown on Exhibit B and no additional poles or other utilities will be added without the **Grantor's** consent, no guy wires will be placed on the poles, poles will be placed in straight lines and will not angle across the field(s), and poles will only be used for **Grantee's** electric and communications cable (fiber optic) for **Grantee's** electrical utility or whatever State Statute requires. **Grantor**, or **Grantor's** tenant, shall be notified of the start date for construction on his/her property and shall

Attachment B

ORIGINAL

40

have the right to inspect the flagged out area before any poles are set. No poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for field drainage will remain open and drainage tile that is damaged will be repaired by the **Grantee**. Roads and access ways that are damaged will be repaired by the **Grantee**. Construction debris will be cleaned up and removed from the site by the **Grantee**. The **Grantee** will be responsible for all liability (personal and property) including construction, design and upkeep. The **Grantee** must remove poles if utility is abandoned and cleanup the site.

The **Grantee** further agrees, by acceptance of this **Deed of Easement and Right of Way**, that upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping within said easement, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, so long as the electrical utility is in use.

And the **Grantors** do further covenant with the **Grantee** as follows:

1. That the **Grantors** are 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.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

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

GRANTEE:

CITY OF MASCOUTAH

Signature: Pat McMahan

Title: Mayor

GRANTORS:

MASCOUTAH SURFACE WATER PROTECTION DISTRICT

Signature:

Robert Moll *Robert Moll*

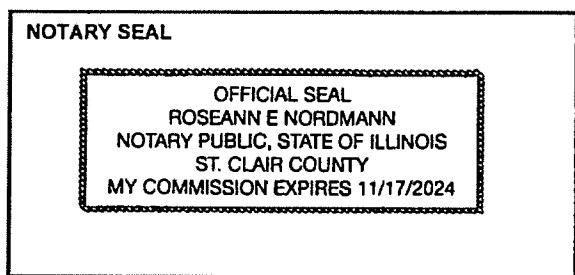
Title:

President

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

I, Roseann E. Nordmann, a Notary Public for the State and County aforesaid, do hereby certify that **Robert Moll**, as President of the Mascoutah Surface Water Protection District, 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 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 25th day of July, 2022.



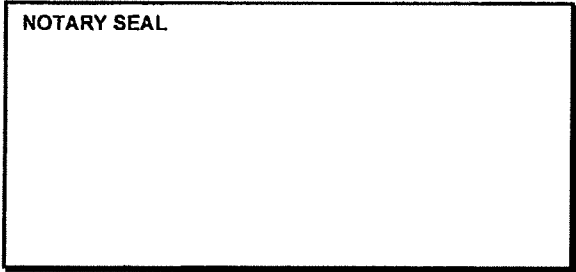
[Signature]
Notary Public

My Commission Expires: 11-17-24

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

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"

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

Beginning at the Southeast Corner of the Southwest Quarter of Section 32; thence North 89 degrees 27 minutes 50 seconds West along the south line of Southeast Quarter of the Southwest Quarter, 1,279.15 feet to the east existing right of way line of South Independence Street; thence North 00 degrees 08 minutes 40 seconds East along the east existing right of way line of South Independence Street, 20.00 feet to a point 20 feet north of the south line of Southeast Quarter of the Southwest Quarter of Section 32; thence South 89 degrees 27 minutes 50 seconds East along a line 20.00 feet north and parallel to the south line of the Southeast Quarter of the Southwest Quarter, a distance of 1,294.81 feet to a point 16.00 feet east of the east line of Southeast Quarter of the Southwest Quarter; thence South 00 degrees 50 minutes 27 seconds East on a line 16.00 feet east and parallel to the east line of Southeast Quarter of the Southwest Quarter of Section 32, a distance of 20.01 feet to the south line of Southwest Quarter of the Southeast Quarter of Section 32; thence North 89 degrees 27 minutes 50 seconds West along the south line of Southwest Quarter of the Southeast Quarter, 16.00 feet to the Point of Beginning containing 25,899.66 square feet or 0.595 acres more or less.



Mascoutah
ILLINOIS

RECEIPT

Easement No: 10320322008, 10320400008

Project No: 138 KV Power Line Extension Phase II

Acres: 0.595 acre Permanent Utility 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 \$ Donation Dollars for an:

☒ Permanent Easement

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

☐ Temporary Easement

☐ Other: _____

Acknowledged this 25TH day of July, 20 22.

City of Mascoutah

BY: [Signature]
Right-of-Way Representative

GRANTOR(S)

BY: [Signature]
Mascoutah Surface Water Protection District

Tenant Name: _____

Address: _____

Phone: _____

Grantor's Address: 223 East Main Street, P. O.
Box 98, Mascoutah, Illinois 62258-0098
Phone: 618-566-2855

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Rebecca Ahlvin, City Manager

SUBJECT: **Resolution of Authorization – Deed of Easement
Mascoutah Surface Water Protection District**

MEETING DATE: September 6, 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 Electric Distribution Upgrades Project throughout various locations in the City. In conjunction with the project, it was found that an easement was not on record for the electric lines along the big ditch that run from North 6th Street to Route 4. An easement was drafted and approved by Mascoutah Surface Water Protection District which now requires approval by resolution for the City to execute the required documents.

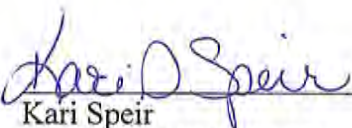
RECOMMENDATION:

Council approval and adoption of Resolution.

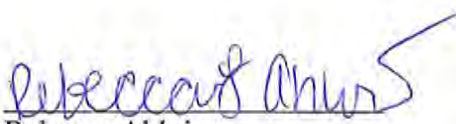
SUGGESTED MOTIONS:

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 Mascoutah Surface Water Protection District in conjunction with the Electric Distribution Upgrades 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 MASCOUTAH SURFACE
WATER PROTECTION DISTRICT**

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 electric distribution upgrades to improve reliability and increase capacity to the City's electrical utilities which required an electric utility easement; 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 Mascoutah Surface Water Protection District in conjunction with the Electric Distribution Upgrades Project for 1.77 acres of property identified as permanent parcel #10-30-0-400-031 and 10-30-0-400-029 with legal description marked as Exhibit A and as shown on Exhibit B and incorporated herein.

PASSED AND APPROVED by the City Council of the City of Mascoutah, Illinois on the 6th day of September, 2022.

AYE's —
NAY's —
ABSENT —

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

**Deed of Easement
& Right-of-Way
for Electrical Utilities**

After recording return to:

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

Project: **Power Line Extension**
Parcel Number: **10300400031, 10300400029**

THIS INDENTURE, made this 25th day of July, 2022, by and between **MASCOUTAH SURFACE WATER PROTECTION DISTRICT**, having an address 223 E. Main Street, Mascoutah, Illinois 62258, hereinafter referred to as the "**Grantors**", 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 "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One and no/00 Dollar(s) (\$1.00), or other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, an easement and a free uninterrupted and unobstructed right of way, so long as the electrical utility is in use, in, under, across, and over a part of the **Grantor's** property situated in St. Clair County, Illinois and more particularly described as follows:

See Exhibit A.

and as shown on the Exhibit B attached hereto and made a part hereof, for the purpose of installing said electrical utilities.

Together with the right of the **Grantee**, its successors and assigns, to enter in and upon the easement described above with men and machinery, vehicles and material at any and all times 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 right of the **Grantors** to freely use and enjoy their interest in the easement described above is reserved to **Grantors**, their successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** utilities and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover under **Grantee's** facilities within said easement be substantially altered, without the consent of the **Grantee**. No excavation or blasting shall be carried on within said easement which in any way endangers or might endanger the utilities and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way**, that the construction of the electric facilities will be located as shown on Exhibit B and no additional electric facilities or other utilities will be added without the **Grantor's** consent. **Grantor**, or **Grantor's** tenant, 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 construction takes place. No construction will occur in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for field drainage will remain open and drainage tile that is damaged will be repaired by the **Grantee**. Roads and access ways that are damaged will be repaired by the **Grantee**. Construction debris will be cleaned up and removed from the site by the **Grantee**. The **Grantee** will maintain funds for damages in its Electric Fund and shall pay damages in a timely manner. The **Grantee** will be responsible for all liability (personal and property) including construction, design and upkeep.

Attachment B

ORIGINAL 49

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way**, that poles will be located as shown on Exhibit B and no additional poles or other utilities will be added without the **Grantor's** consent, no guy wires will be placed on the poles, poles will be placed in straight lines and will not angle across the field(s), and poles will only be used for **Grantee's** electric and communications cable (fiber optic) for **Grantee's** electrical utility or whatever State Statute requires. **Grantor**, or **Grantor's** tenant, 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. No poles will be placed in ditches and adequate space for maintenance adjacent to ditches will be maintained. Ditches necessary for field drainage will remain open and drainage tile that is damaged will be repaired by the **Grantee**. Roads and access ways that are damaged will be repaired by the **Grantee**. Construction debris will be cleaned up and removed from the site by the **Grantee**. The **Grantee** will be responsible for all liability (personal and property) including construction, design and upkeep. The **Grantee** must remove poles if utility is abandoned and cleanup the site.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way**, that damage to the walking trail during the construction operation, future upgrades and/or required maintenance of the electrical service line on the easement land, as well as its activities anywhere else on the Landowner's property, will be repaired at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, so long as the electrical utility is in use.

And the **Grantors** do further covenant with the **Grantee** as follows:

1. That the **Grantors** are 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.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantors have duly executed this INDENTURE, all as of the day and year first above written.

GRANTEE:

CITY OF MASCOUTAH

Signature: Pat McMahan

Title: Mayor

GRANTORS:

MASCOUTAH SURFACE WATER PROTECTION DISTRICT

Signature:

Robert Moll 

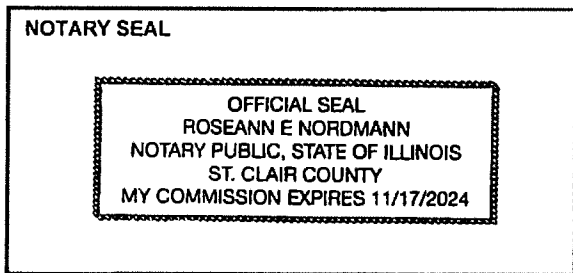
Title:


President

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

I, Roseann E. Nordmann, a Notary Public for the State and County aforesaid, do hereby certify that **Robert Moll**, as President of the Mascoutah Surface Water Protection District, 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 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 25th day of July, 2022.



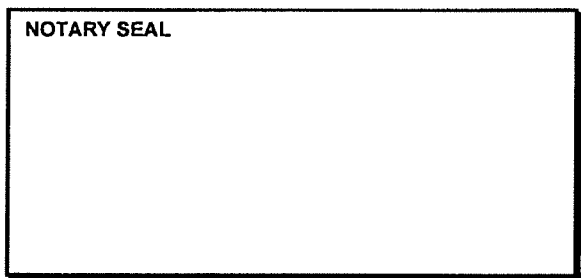

Notary Public

My Commission Expires: 11-17-24

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

The South 30 feet of even width of Tract No. 3 and Tract No. 4 as shown on a Plat of Survey dated August 29, 1951, and recorded September 15, 1961, in Plat Book 58 at Page 39, lying in the Southeast Quarter of Section 30, Township 1 North, Range 6 west of the Third Principal Meridian, St. Clair County, Illinois. More particularly described as follows:

Commencing at the intersection of the East Right of Way Line of County Highway 93 (marked as North 6th Street) with the north Line of the parcel as described in a Warranty Deed dated and recorded January 1963, in Book 1824 at Page 645, as Document No. A144867; thence North 89 Degrees 56 Minutes 18 Seconds East (bearings assumed for description purposes only) along said East Right of Way Line, 50.00 feet to the Point of Beginning.

From said Point of Beginning, thence North 89 degrees 56 minutes 18 seconds East, along said North Line, 1,240.23 feet to the Northeast Corner of said parcel, said Northeast Corner also being the Northwest Corner of Klingelhoef subdivision as shown on a Subdivision Plat dated July 1985, and recorded August 13, 1985, in Plat Book 81 at page 85; thence North 89 Degrees 58 Minutes 20 Seconds East along the North Line of said Klingelhoef Subdivision and the North Line of the 2nd Addition to Klingelhoef Subdivision as shown on a Subdivision Plat recorded May 12, 1988, in Plat Book 86 at Page 57, a distance of 1,326.75 feet to the Northeast Corner of said 2nd Addition to Klingelhoef Subdivision; thence North 00 Degrees 43 Minutes 09 Seconds West along the East line of said Southeast Quarter, 30.00 feet; thence South 89 Degrees 58 Minutes 20 Seconds West along a Line Parallel with and 30.00 feet, measured perpendicular, North of the North Line of said Klingelhoef Subdivision and the North Line of said 2nd Addition to Klingelhoef Subdivision, 1,326.40 feet; thence South 89 Degrees 56 Minutes 18 Seconds West along a Line Parallel with and 30.00 feet, measured perpendicular, north of the North Line of said Parcel, 1,240.66 feet to a point on said East Right of Way Line; thence South 00 Degrees 52 Minutes 00 Seconds East along said East Right of Way Line. 30.00 feet to the Point of Beginning.

Said Easement contains 1.77 acres, more or less.



CONSULTING ENGINEERING
SURVEYING SERVICES

ILLINOIS
SWANSEA
EDWARDSVILLE
FLORIDA

MISSOURI
ST. CHARLES
ST. LOUIS
COLUMBIA

TENNESSEE
NASHVILLE

THOUVENOT, WADE
& MOERCHEN, INC.

2700 W. 10TH STREET
ST. LOUIS, MO 63108
(314) 424-4444
WWW.TWM-INC.COM

PROJECT
NO. 2456
CITY OF VASCO
ST. CLAIR COUNTY, ILLINOIS

TITLE
UTILITY EASEMENT

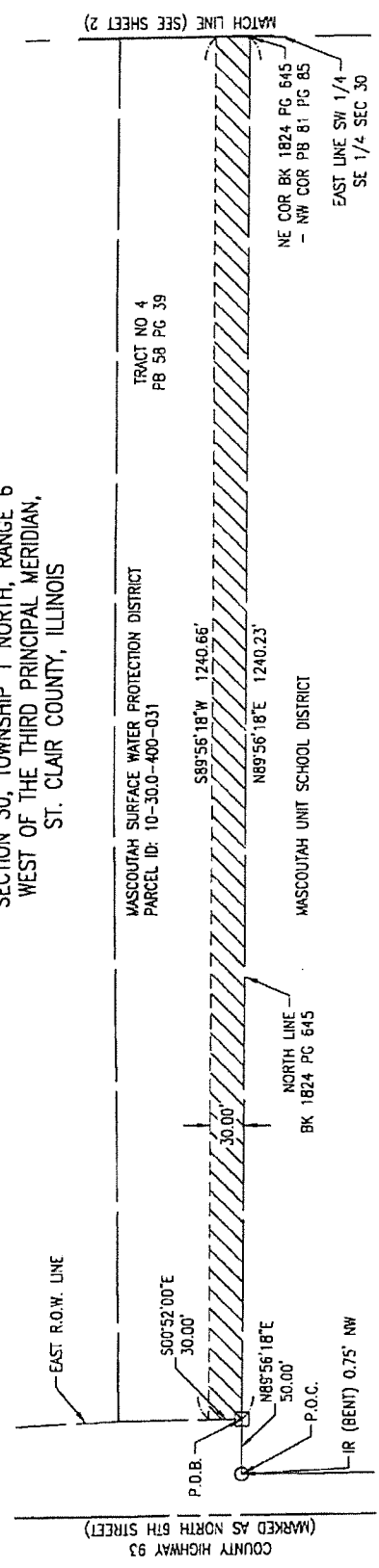
SHEET 1 OF 2

Exhibit "B"

PART OF THE SOUTHEAST QUARTER OF
SECTION 30, TOWNSHIP 1 NORTH, RANGE 6
WEST OF THE THIRD PRINCIPAL MERIDIAN,
ST. CLAIR COUNTY, ILLINOIS

MASCOUTAH SURFACE WATER PROTECTION DISTRICT
PARCEL ID: 10-30.0-400-031

TRACT NO. 4
PB 58 PG 39



EASEMENT LEGAL DESCRIPTION:

THE SOUTH 30 FEET OF EVEN WIDTH OF TRACT NO. 4 AS SHOWN ON A PLAT OF SURVEY DATED AUGUST 29, 1951, AND RECORDED SEPTEMBER 13, 1951, IN PLAT BOOK 58 AT PAGE 39, LYING IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF COUNTY HIGHWAY 93 (MARKED AS NORTH 67TH STREET) WITH THE NORTH LINE OF THE PARCEL AS DESCRIBED IN A WARRANTY DEED DATED AND RECORDED JANUARY 1933, IN BOOK 1824 AT PAGE 645, AS DOCUMENT NO. A144867; THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG SAID EAST RIGHT OF WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST, ALONG SAID NORTH LINE, 1240.23 FEET TO THE NORTHEAST CORNER OF SAID PARCEL, SAID NORTHEAST CORNER ALSO BEING THE NORTHEAST CORNER OF KUNDELHOFFER SUBDIVISION AS SHOWN ON A SUBDIVISION PLAT DATED JULY 1985, AND RECORDED AUGUST 13, 1985, IN PLAT BOOK 81 AT PAGE 85; THENCE NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID KUNDELHOFFER SUBDIVISION AND THE NORTH LINE OF THE 2ND ADDITION TO KUNDELHOFFER SUBDIVISION AS SHOWN ON A SUBDIVISION PLAT RECORDED MAY 12, 1988, IN PLAT BOOK 86 AT PAGE 57; A DISTANCE OF 1,326.75 FEET TO THE NORTHEAST CORNER OF SAID 2ND ADDITION TO KUNDELHOFFER SUBDIVISION; THENCE NORTH 00 DEGREES 43 MINUTES 09 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS WEST ALONG A LINE PARALLEL WITH AND 30.00 FEET, MEASURED PERPENDICULAR, NORTH OF THE NORTH LINE OF SAID KUNDELHOFFER SUBDIVISION, 1,326.40 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST ALONG A LINE PARALLEL WITH AND 30.00 FEET, MEASURED PERPENDICULAR, NORTH OF THE NORTH LINE OF SAID PARCEL, 1240.66 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 51 MINUTES 00 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, 30.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.77 ACRES, MORE OR LESS.

LEGEND

- EXISTING RIGHT OF WAY
- QUARTER SECTION LINE
- PROPOSED EASEMENT LINE
- PROPERTY LINE
- PROPOSED UTILITY EASEMENT
- 3/4" IRON PIN FOUND
- CONC. MONUMENT FOUND
- MEASURED DISTANCES
- RECORD DISTANCES



GRAPHIC SCALE

GENERAL NOTES:

- 1.) THIS SURVEY IS ONLY VALID TO THOSE WHO IT IS ORIGINALLY CERTIFIED TO. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS, WITHOUT WRITTEN AUTHORIZATION FROM THOUVENOT, WADE & MOERCHEN, INC.
- 2.) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
- 3.) BASES OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (GRID SCALED) VALUES AND REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE.

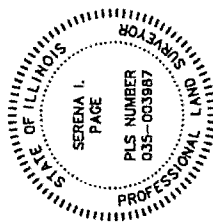
LINEAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: MVD 88 (GEOID 18)
 PROJECT LOCATION:
 LATITUDE: 39°30'06.43998"N
 LONGITUDE: 89°47'35.48995"W
 HEIGHT: 343.168 FT
 CH SCALE FACTOR: 1.0000621403

FIELD WORK COMPLETED ON FEBRUARY 15, 2022

THIS IS TO CERTIFY THAT THOUVENOT, WADE & MOERCHEN, INC., HAS DURING THE MONTH OF FEBRUARY 2022, AT THE REQUEST OF THE COUNTY OF ST. CLAIR, PERFORMED A BOUNDARY SURVEY OF THE TRACT SHOWN HEREON AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION THEREOF.

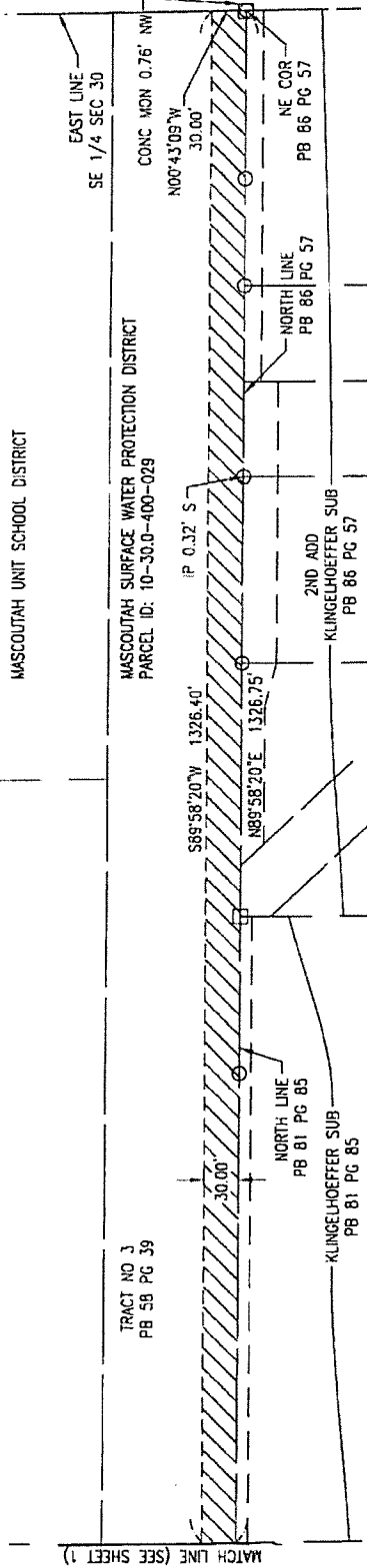
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF PLAT: MAY 11, 2022



SERENA I. PAGE
 LICENSE NUMBER: 035-003987
 EXPIRATION DATE: NOVEMBER 30, 2022

PART OF THE SOUTHEAST QUARTER
OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 6 WEST OF THE THIRD
PRINCIPAL MERIDIAN, ST. CLAIR
COUNTY, ILLINOIS



LEGEND

- EXISTING RIGHT OF WAY
- QUARTER SECTION LINE
- PROPOSED EASEMENT LINE
- PROPERTY LINE
- PROPOSED UTILITY EASEMENT
- 3/4" IRON PIN FOUND
- CONC. MONUMENT FOUND
- MEASURED DISTANCES
- RECORD DISTANCES

GENERAL NOTES:

- 1.) THIS SURVEY IS ONLY VALID TO THOSE WHO IT IS ORIGINALLY CERTIFIED TO. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS, WITHOUT WRITTEN AUTHORIZATION FROM THOUVENOT, WADE AND WOERCHEN, INC.
- 2.) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
- 3.) BASIS OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (GND SCALED) VALUES AND REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE.

LINEAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: NAVD 83 (GEOID 18)
 PROJECT LOCATION:
 LATITUDE: 36°30'06.43998"N
 LONGITUDE: 89°47'35.48993"W
 HEIGHT: 343.186 FT
 CH SCALE FACTOR: 1.0000621403

FIELD WORK COMPLETED ON FEBRUARY 15, 2022

CONSULTING, ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS
SWANSEA
INDIANA
EDWARDSVILLE
PEORIA

MISSOURI
ST. CHARLES
ST. LOUIS
COLUMBIA

TENNESSEE
NASHVILLE

THOUVENOT, WADE
& WOERCHEN, INC.

SWANSEA OFFICE
4945 OLD COLLETSVILLE ROAD
ST. LOUIS, MISSOURI 63128-5235
(314) 824-4488
WWW.TWM-INC.COM

PROJECT:
HUGHES
CITY OF MASCOUTAH
ST. CLAIR COUNTY, ILLINOIS

TITLE:
UTILITY EASEMENT

SHEET 2 OF 2



Mascoutah
ILLINOIS

RECEIPT

Easement No: 10300400031, 10300400029

Project No: Utility Improvements

Acres: 1.77 acre Permanent Utility Easement

Private: ☐

Abutting: ☐

County: St. Clair

Twp: 1N

Rng: 6W

Section: 30

R/W:

File/Loc:

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

☒ Permanent Easement

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

☐ Temporary Easement

☐ Other: _____

Acknowledged this 25th day of July, 20 22.

City of Mascoutah

BY: [Signature]

Right-of-Way Representative

GRANTOR(S)

BY: [Signature]

Mascoutah Surface Water Protection District

Tenant Name: _____

Address: _____

Phone: _____

Grantor's Address: 223 East Main Street, P. O.
Box 98, Mascoutah, Illinois 62258-0098
Phone: 618-566-2855

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Rebecca Ahlvin, City Manager

SUBJECT: **Resolution of Authorization – Deed of Easement
Henry Roth Jr.**

MEETING DATE: September 6, 2022

REQUESTED ACTION:

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

BACKGROUND & STAFF COMMENTS:

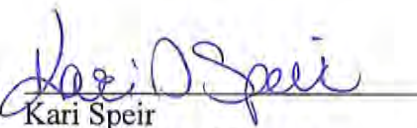
The City is in the process of the Phase II Electric Utility Project and acquiring the needed utility easements. An agreement has been reached with Henry Roth Jr. which now requires approval by resolution for the City to execute the required documents and authorize payment.

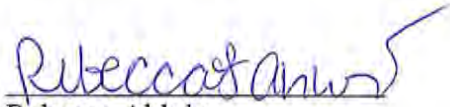
RECOMMENDATION:

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 Henry Roth Jr. in the amount of \$9,096.00 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 (to be provided at meeting)

RESOLUTION NO. 22-23-__

A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE DEED OF EASEMENT FOR ELECTRICAL UTILITIES WITH HENRY ROTH JR.

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 Henry Roth Jr. in conjunction with the 138kV Phase II Electric Project for 0.379 acres of property identified as permanent parcel #10-32-0-400-020 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 \$9,096.00 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 6th day of September, 2022.

AYE's —
NAY's —
ABSENT —

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Rebecca Ahlvin, City Manager

SUBJECT: **Resolution of Authorization – Deed of Easement
Daniel E. Roth and Carol L. Roth**

MEETING DATE: September 6, 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 Daniel E. Roth and Carol L. Roth which now requires approval by resolution for the City to execute the required documents and authorize payment.

RECOMMENDATION:

Council approval and adoption of Resolution.

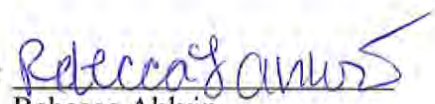
SUGGESTED MOTIONS:

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 Daniel E. Roth and Carol E. Roth in the amount of \$58,162.00 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 (to be provided at meeting)

RESOLUTION NO. 22-23-__

**A RESOLUTION AUTHORIZING THE CITY OF MASCOUTAH TO EXECUTE DEED
OF EASEMENT FOR ELECTRICAL UTILITIES WITH DANIEL E. ROTH AND
CAROL L. ROTH.**

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 Daniel E. Roth Trustee, Daniel E. Roth Revocable Living Trust, Dated August 10, 2000, as to an ½ interest and Carol L. Roth Trustee, Carol L. Roth Revocable Living Trust, Dated August 10, 2000, as to an ½ interest in conjunction with the 138kV Phase II Electric Project for 2.288 acres of property identified as permanent parcel #10-32-0-400-017 and 10-32-0-400-021 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 \$58,162.00 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 6th day of September, 2022.

AYE's —
NAY's —
ABSENT —

Mayor

ATTEST:

City Clerk
(SEAL)

Attachment A