



MINUTE OF THE REGULAR COUNCIL MEETING HELD APRIL 1, 2019

The meeting was called to order at 7:00 PM at Le Roy City Hall, 207 S. East Street by Mayor Dean with all council members present at roll call.

Staff members present were Dean Buhrke, Chief Williamson, Ed Allen, Scott Bryant, Brad Frankovich, Samantha Walley, Dave Jenkins and Vicki Moreland.

Included on the consent agenda were Special Meeting Minutes from March 14, 2019, Meeting Minutes from March 18, 2019, Invoices from April 1, 2019 in the amount of \$30,869.53 and Payroll expenses for March 29, 2019 totaling \$40,702.77. Motion was made by Kyle and seconded by Hilary for approval of the consent agenda. Roll call: Dawn Hanafin-yes, Rick Kline-yes, Kyle Merkle-yes, Brad Poindexter-yes, Glenn Reinhart-yes, Ron Legner-yes, Hilary Neal-yes, Greg Steffen-yes. Motion carried 8 yeas, 0 nays.

Motion was made by Greg and seconded by Glenn for approval of the loan to the Corporate Literacy Class request of funding totaling \$1,465.93 towards the purchase of two all-inclusive type swings to be installed within Bowman Park. Roll call: Dawn Hanafin-yes, Rick Kline-yes, Kyle Merkle-yes, Brad Poindexter-yes, Glenn Reinhart-yes, Ron Legner-yes, Hilary Neal-yes, Greg Steffen-yes. Motion carried 8 yeas, 0 nays.

Motion was made by Brad and seconded by Rick for approval of the not-to-exceed total of \$12,500 as described within the "Memorandum of Understanding Agreement" between the City of Le Roy and George J. Miller for the purposes of obtaining temporary and possibly permanent easements to drill Well Ten (attached). Roll call: Dawn Hanafin-yes, Rick

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Kline-yes, Kyle Merkle-yes, Brad Poindexter-yes, Glenn Reinhart-yes, Ron Legner-yes, Hilary Neal-yes, Greg Steffen-yes. Motion carried 8 yeas, 0 nays.

In Old and New Business Mayor Dean reminded council that tomorrow was election day as well as World Autism Day.

Greg stated that there was a resident in Golden Eagle that had water bubbling up in his yard. Scott stated that the issue was on private property and therefore the property owner needed to check into the situation. If it was discovered that it was a City issue it would be taken care of at that time.

Motion was made by Hilary and seconded by Dawn to enter executive session 7:20 PM under section **5 ILCS 120/2 (c) (2)** Collective negotiating matters between a public body and its employees or representatives (Public Works Contract). Roll call: Dawn Hanafin-yes, Rick Kline-yes, Kyle Merkle-yes, Brad Poindexter-yes, Glenn Reinhart-yes, Hilary Neal-yes, Ron Legner-yes, Greg Steffen. Motion carried 8 yeas, 0 nays.

Council agreed to end Executive Session and re-enter regular session at 7:27 PM.

Motion to adjourn the regular council meeting at 7:28 PM was made by Kyle and seconded by Brad. Roll call: Dawn Hanafin-yes, Rick Kline-yes, Kyle Merkle-yes, Brad Poindexter-yes, Glenn Reinhart-yes, Hilary Neal-yes, Ron Legner-yes, Greg Steffen. Motion carried 8 yeas, 0 nays.

Vicki Moreland
City Clerk,
City of Le Roy

MEMORANDUM OF UNDERSTANDING
City of Le Roy Well #10 Construction

This Memorandum of Understanding ("MOU") is entered into by and among the **City of Le Roy**, 207 S. East Street, Le Roy, Illinois 61752 ("City") and **George J. Miller** of 202 E. Oak Street, Le Roy, Illinois 61752 ("Property Owner").

1. Purpose. The City desires to drill a test hole on an area of land owned by the Property Owner. If analysis of the test hole indicates the site is suitable for a permanent municipal water supply well, the City would like to acquire permanent and temporary easements to allow construction and operation of the well and related appurtenances. These appurtenances will include but are not limited to the well, pump, electrical service, piping, fencing and gravel surface. The purpose of this MOU is to set forth certain terms that the City and the Property Owner have agreed to in order to grant the permissions and easements needed.

2. Test Hole. The City, at its own expense will cause a test hole to be drilled in the general area shown in Exhibit A. The purpose of the test hole is to obtain certain physical data needed to determine the suitability of the site for a well. The City agrees to backfill the hole and restore the site to its previous condition when testing is complete. The Property Owner agrees to provide reasonable access to the site to perform the test hole work as well as any other testing or investigations necessary to determine if the site is suitable for the City's intended use of a municipal water supply well.

3. Preparation of Easements. If the City elects to move forward with construction of a municipal water supply well, the City will, at its own expense, cause a plat of survey to be prepared showing the location of permanent and temporary easements the City is formally requesting be granted by the Property Owners to the City. A permanent easement is anticipated to extend from the road to the well. The permanent easement will perpetually run with the land until such time as the City determines that the well is no longer useful as a municipal water supply well and formally abandons the well. Upon abandonment of the well, the well head shall be removed and the well backfilled and capped. Other well related appurtenances will be removed from the property as well to restore the surface to its pre-construction condition. At the time the well is abandoned and no longer requires access to the site, the City will formally vacate the easement. A temporary easement will exist until construction is completed. The City shall draft grants of permanent and temporary easements, to be executed by the Property Owner. The formal grants of easements shall be made on the forms attached hereto as "Grant of Permanent Easement" and "Grant of Temporary Easement". The Property Owners shall execute the final permanent and temporary easement documents within 30 days of receipt. Easement grants shall be recorded in the Office of the Recorder of Deeds of McLean County, Illinois.

4. Payments. Upon approval by the City Council and subsequent execution of this MOU, the City will pay the Property Owner the sum of Five Hundred Dollars (\$500.00) for access to the property to drill the test hole and any other testing or investigations necessary to determine if the site is suitable for the City's intended use of a municipal water supply well. If the City elects to move forward with construction of a well on the property, then upon the execution of the

easement agreements, the City shall contract with Boyle Excavating, Inc., of Saybrook, Illinois for the sum of \$12,000 to be paid by the City to remove the foundations and stockpile the trees per attached Exhibit B dated March 25, 2019 ("Proposal"). The Property Owner agrees to grant the described easements in consideration of the improvements included in said Proposal and no other payment will be owed by the City. The Property Owner does not waive his rights to compensation against the contractor awarded the well construction contract for any unforeseen damages that may result from such construction. The City shall include in the well construction contract requirements for liability insurance to assure the Property Owner that unforeseen damage caused by the contractor's negligence can be remedied.

5. No obligation to begin project. Property Owner understands and agrees that this MOU does not obligate the City to start construction of the well construction project.

6. Responsibilities for constructed project. The City is responsible for completing construction of the project if project construction is started. The City shall be responsible for maintaining the well site in the same manner as it is obligated by law to maintain the City water system.

7. Entire Understanding. This MOU and attachments contain the entire understanding among the parties with respect to the transactions contemplated hereby, and supersede all other documents and understandings among the parties on the subject of potential construction of Well #10.

8. Survival. This agreement shall survive the execution of the permanent and temporary easement grants.

This MOU is executed and effective as of the latest date written below.

CITY OF LE ROY, ILLINOIS

PROPERTY OWNER

By: _____
Its _____

George J. Miller

Date: _____

Date: _____

EXHIBIT A

Investigation Area for Well #10



