

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, NOVEMBER 2, 2020
7:00 PM**

NOTE: The City Council will be meeting in person, in the council chambers at city hall. Members of the public will be permitted into the meeting room, as space allows, on a first come, first served basis. Social distancing guidelines will be observed. The public may still monitor the meeting via phone and may submit comments via email or through the city's website by following the instructions on Page 3 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of October 19, 2020 Regular Session (attached)

SWEARING IN:

- Charles J. Becherer will be sworn in as Interim Chief of the Highland Police Department.

PROCLAMATION:

- Mayor Michaelis will read a document proclaiming November, National Veterans and Military Families Month.

PUBLIC HEARING:

- A hearing will be held to receive comments from the public regarding the proposed annexation agreement between the City of Highland and Dr William Drake on behalf of Grandview Farm Limited Partnership concerning property proposed to be Annexed, located along Iberg Road (attached)

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Highland Marathon Request – Pulse Personal Training, Jeff Weinacht - Special Event Application

**Anyone wishing to address the Council on any subject may do so at this time.
Please come forward to the microphone.**

B. Requests of Council:

C. Staff Reports:

Continued

NEW BUSINESS:

- A. **MOTION** – Approve Mayor’s Appointment of Sara Knobloch to the City’s Historical Commission (attached)
- B. **MOTION** – Approve Notice of Municipal Letting, Bid #PD-12-20, Purchase of One Police SUV (attached)
- C. **MOTION** – Bill #20-150/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing Its Sale and/or Disposal, Specifically, Parks & Recreation Department Electronics (attached)
- D. **MOTION** – Bill #20-151/RESOLUTION Accepting Donation/Gift of Real Property from Meredith Funeral Home (50 x 50 Parcel located at 1011 Zschokke Street (attached)
- E. **MOTION** – Bill #20-152/ORDINANCE Approving the Illinois Municipal League Risk Management Association Minimum/Maximum Contribution Agreement for the Period of January 1, 2021 to January 1, 2022, and the Associated 2021 IMLRMA Contribution Payment Agreement (attached)
- F. **MOTION** – Bill #20-153/ORDINANCE Amending Chapter 6, of the Code of Ordinances, Alcoholic Liquor, to Establish the Current Number and Class of Liquor Licenses Issued (attached)
- G. **MOTION** – Bill #20-154/ORDINANCE Amending Chapter 6, of the Code of Ordinances, Alcoholic Liquor, to Increase the Number of C Liquor Licenses to Five (attached)
- H. **MOTION** – Bill #20-155/RESOLUTION Issuing a “C” Liquor License to Kroger Limited Partnership 1, Pursuant to Chapter 6, of the Code of Ordinances, Entitled Alcoholic Liquor (attached)
- I. **MOTION** – Bill #20-156/ORDINANCE Amending Chapter 6, of The Code of Ordinances, Alcoholic Liquor, to Increase the Number of D2 Liquor Licenses to Nine (attached)
- J. **MOTION** – Bill #20-157/RESOLUTION Issuing a “D2” Liquor License to Dustin Barry, on Behalf of Rehberger Holdings, LLC, for Molly’s Mochas, LLC, Pursuant to Chapter 6, of The Code of Ordinances, Entitled Alcoholic Liquor (attached)
- K. **MOTION** – Bill #20-158/RESOLUTION Approving Annexation Agreement with Dr. William K. Drake, On Behalf of Grandview Farm, LP (attached)

- L. **MOTION** – Bill #20-159/ORDINANCE Annexing Certain Territory to the City, Owned By Dr. William Drake, on Behalf of Grandview Farm, LP, (attached)
- M. **MOTION** – Bill #20-160/ORDINANCE Authorizing the Purchase of Real Estate from, and Payment for Increases in Taxes to, Grandview Farm Limited Partnership for Portion of the Southern Peripheral Route, and Payment to Grandview Farm Limited Partnership for Increases in Taxes, Payment of Cash Rent, and Payment of Mowing Charges for Previously Annexed Property (attached)
- N. **MOTION** – Bill #20-161/RESOLUTION Accepting Dedicated Subdivision Improvements for Carbay Crest Subdivision, Phase 2(attached)
- O. **MOTION** – Bill #20-162/ORDINANCE Amending the Code of Ordinances, Chapter 33-Licenses and Business Regulations, Article VII – Health Safety Inspection, Section 33 – 221 Through Section 33 – 232, Regarding Rental Program (attached)

REPORTS:

- A. **MOTION** – Approve Warrant #1182 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing the OMA exemption(s) allowing such meeting.

ADJOURNMENT:



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Speraneo, ADA Coordinator, by 3:00 PM on Monday, October 19, 2020, by calling 618-654-7115.

Continued

Directions for Public Monitoring of Highland City Council Meetings:

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that “members of a public body must be physically present;” and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

In following this directive, the City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

618-882-5625

Once connected, you will be prompted to enter a conference ID number.

Conference ID #: 518253

This will allow a member of the public to hear the city council meeting. **Note:** This is for audio monitoring of the meeting, only. Participants will not be able make comments.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to lhediger@highlandil.gov or, by using the citizens’ portal on the city’s website found here: https://www.highlandil.gov/citizen_request_center_app/index.php.

Any comments received prior to the end of the “Public Forum” portion of the meeting, will be read into the record.

PROCLAMATION

WHEREAS, tens of millions of Americans have served in the Armed Forces of the United States during the past century; and,

WHEREAS, hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century; and,

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by the people of the United States; and,

WHEREAS, the advent of the all-volunteer Armed Forces has resulted in a sharp decline in the number of individuals and families who have had any personal connection with the Armed Forces; and,

WHEREAS, this reduction in familiarity with the Armed Forces has resulted in a marked decrease in the awareness by young people of the nature and importance of the accomplishments of those who have served in the Armed Forces; and

WHEREAS, the system of civilian control of the Armed Forces makes it essential that the future leaders of the Nation understand the history of military action and the contributions and sacrifices of those who conduct such actions.

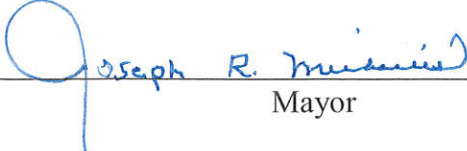
NOW, THEREFORE, I, Joseph R. Michaelis, Mayor of the City of Highland, do hereby proclaim the month of November 2020, as

NATIONAL VETERANS and MILITARY FAMILIES MONTH

for the purpose of emphasizing educational efforts directed at elementary and secondary school students concerning the contributions and sacrifices of veterans and encouraging the citizens of Highland to observe this month with appropriate educational activities.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Highland to be affixed this 5th day of November, 2020.





Mayor

CITY OF HIGHLAND PUBLIC NOTICE

The City Council of the City of Highland will hold a Public Hearing on Monday, November 2, 2020, at 7:00 PM in the City Council Chambers at City Hall, 1115 Broadway, Highland IL to consider whether the City should enter into a proposed Annexation Agreement with Dr. William K. Drake, on behalf of Grandview Farm Limited Partnership, to annex real estate described as follows to this City upon the terms and conditions of the agreement.

The legal description of the real estate is:

Tract 1:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence, North 88 degrees 38 minutes 38 seconds West, (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as Deed Record 2007R59103 of the Madison County, Illinois, Recorder's Office; thence, continuing North 88 degrees 38 minutes 38 seconds West, along said North line of the Northeast Quarter, 976.01 feet to a stone; thence, South 00 degrees 47 minutes 53 seconds West, 1335.53 feet to a stone; thence, North 88 degrees 13 minutes 04 seconds West, 362.78 feet to a steel pin; thence South 00 degrees 32 minutes 16 seconds West, along the East line of a tract of land deeded to the City of Highland, recorded in Book 3739, Page 1628 of said Madison County, Illinois, Recorder's Office, 150.04 feet to a point on the North line (as occupied) of 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office; thence South 88 degrees 13 minutes 04 seconds East along said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 1023.45 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the East line of said Northeast Quarter, 660.00 feet; thence, South 88 degrees 13 minutes 04 seconds East, parallel to said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 660.00 feet to a point on the East line of the Northeast Quarter; thence, North 00 degrees 39 minutes 04 seconds East, along said East line, 452.61 feet to the Southeast corner of said Zobrist Trust tract; thence North 88 degrees 38 minutes 38 seconds West, 341.38 feet to the Southwest corner of said Zobrist tract; thence, North 00 degrees 39 minutes 04 seconds East, 382.82 feet to the point of beginning; EXCEPTING THEREFROM the following described tract, Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent

North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning; and FURTHER EXCEPTING THEREFROM that part described as follows: Part of the Northeast Quarter of Section 9, Township 3 North Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence North 88 degrees 38 minutes 38 seconds West (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as deed record 2007R59103 of the Madison County, Illinois Recorder's Office, said point also being the point of beginning; thence continuing North 88 degrees 38 minutes 38 seconds West along said North line of the Northeast Quarter, 317.08 feet; thence South 00 degrees 39 minutes 04 seconds West, 382.82 feet; thence South 88 degrees 38 minutes 38 seconds East, 317.08 feet to the Southwest corner of said Zobrist Revocable Living Trust; thence North 00 degrees 39 minutes 04 seconds East, along the West line of said Zobrist Revocable Living Trust tract, 382.82 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in the County of Madison and State of Illinois.

Permanent Parcel No. 01-1-24-09-00-000-007.004

IDENT: 2011R33127

Tract 2:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in the County of Madison and State of Illinois.

Permanent Parcel No. 01-1-24-09-00-000-007.004

IDENT: 2011R46156

Published by Order of the Highland City Council
Mark Latham, City Manager



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

PURPOSE: The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

SPECIAL EVENT: A “Special Event” is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

PROCEDURE:

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City’s web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: _____

Type/Purpose of Event: Festival Race Other Fundraiser Service Parade
 Demonstration Other (please specify): _____

Location of Event: _____

Sponsoring Organization/Individual: _____

Event Responsible Party: _____

Address: _____

Phone(s): _____

Email: _____

Secondary Contact: _____

Address: _____

Phone(s): _____

Email: _____

Date(s) of Set-up: _____

Event Date(s) / Times:

Date(s) of Tear-down: _____

Expected Attendance: _____

Alcohol License Required: Yes No
If yes, application received: Yes No

Sound Amplification System utilized: Yes No
If yes, hours of operation: _____

Funding request of the Council: Yes No
Amount requested and purpose: _____

City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): **Public Works Director:** _____

Electric Dept: Electrical Service, Lighting (Specify): **Electric Dept. Director:** _____

Public Safety: Security, First Aid, Traffic Control (Specify): **Public Safety Director:** _____

HCS Services: Wi-Fi or other technological needs (Specify): **HCS Director:** _____

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):
Department: _____

Application Checklist (Attachments):

**Deputy Clerk Initial
Upon receipt or waiver:**

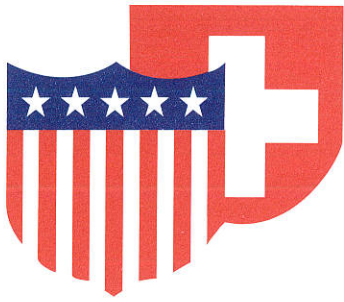
- Certificate of Insurance: (attached)** _____
 - Must be General liability
 - \$1 Million per occurrence/\$2 million aggregate
 - City named as “additional insured” If Event is on city property.

- Site Plan Rendering** _____

- Evacuation Plan _____
- Fire Plan _____
- Parking Plan _____
- Schedule City Council Meeting for announcement _____
- **Date:** _____
- Application Submittal (60+ days) _____

Event Sponsor Responsible Party **Date**

City Manager **Date**



City of Highland

MEMO TO: City Council Members
FROM: Mayor Joseph R. Michaelis
SUBJECT: Appointment to the Historical Commission
DATE: November 2, 2020

John Johnson of the Historical Commission has resigned his position.

I have received an application for appointment to this position from Sara E. Knobloch, which is attached hereto.

Therefore, I am requesting your approval of the appointment of Sara E. Knobloch to serve a three year term expiring in November of 2023 to the Historical Commission

If you have any questions regarding my request, please contact me prior to the meeting.

**APPLICATION FOR APPOINTMENT TO
CITY OF HIGHLAND BOARDS AND COMMISSIONS**



Please print or type.

Name Sara Elizabeth Knobloch
First Middle Last

Home Address 1403 Pine St; Highland 62249
Street City Zip

Date of birth: 10/29/76 Do you reside within the City limits? Yes No How long? 8 yrs

Home Telephone 618-334-8927 Daytime Telephone 618-667-8851

Occupation Science teacher Place of Employment Triad High School ^{ext 7250}

E-Mail Address(es) Sara.knobloch@tcusd2.org

Have you ever been convicted of a felony? Yes No

List Board(s) or Commission(s) you're interested in: Highland Historical Commission

What experience do you possess that you believe qualifies you to serve? I have been a Highland resident almost my entire life. I have a love for our town's historical buildings and want to

Please list your interests/hobbies: running, cycling, antiquing, singing, serving; spending time with my husband and 4 kids

do what I can to preserve them

You may attach additional information to support this application.

References:	<u>Jacob Rose</u>	<u>1113 Helvetia Dr; Highland;</u>	<u>618-604-5099</u>
	<small>Name</small>	<small>Address</small>	<small>Phone</small>
	<u>Karen Mason</u>	<u>1404 Zschokke; Highland;</u>	<u>618-977-8149</u>
	<small>Name</small>	<small>Address</small>	<small>Phone</small>

I certify that the information given herein is true and complete. By signing this application, I hereby authorize an investigation of all statements contained in this application for appointment as may be necessary in arriving at a decision regarding the possibility of appointment.
 Information submitted on this application is public information. A false or misleading statement will be cause for elimination from consideration.

Signature of Applicant Sara Knobloch Date 10/26/20

Return completed applications to:
 Lana Hediger, Deputy Clerk
 City Hall, 1115 Broadway
 PO Box 218
 Highland, IL 62249

Or you may fax to: (618.654.4768)

**CITY OF HIGHLAND, ILLINOIS
NOTICE OF MUNICIPAL LETTING
BID PD-12-20**

PURCHASE FORD POLICE INTERCEPTOR SUV

The City of Highland, Illinois will receive sealed bids for the purchase of one police SUV being a Ford Police Interceptor. The bids will be received at City Hall until 10:00am, Wednesday, December 2, 2020. At that time the bids will be publicly opened and read.

Bid packages are available from the Police department located at 820 Mulberry Street, Highland, Illinois 618-654-2131. The administrative office is open from 8:00am until 4:00pm Monday through Friday. Bid packages will be provided at no charge.

For the City of Highland, Illinois

Mark Latham, City Manager

November 2, 2020

CITY OF HIGHLAND, ILLINOIS

POLICE DEPARTMENT

HIGHLAND POLICE DEPARTMENT
820 MULBERRY STREET
HIGHLAND, ILLINOIS 62249

BID PROPOSAL: PD-12-20

POLICE FORD EXPLORER

Approved: _____
Mark Latham, City Manager

PROPOSAL SUBMITTED BY: _____
Company Name

ADDRESS: _____

CITY & STATE: _____

CONTACT PERSON: _____
Name Phone

CITY OF HIGHLAND, ILLINOIS
INVITATION AND INSTRUCTIONS TO BIDDER
FOR POLICE SUV
BID PROPOSAL PD-12-20

Invitation

The City of Highland, Illinois, will receive sealed bids until 10:00a.m., Wednesday, December 2, 2020 at the City Hall, 1115 Broadway Highland, Illinois 62249, at which time they will be opened and read. After tabulation, bids will be presented to the City Council at their regular meeting scheduled at 7:00pm on December 7, 2020. Any questions or clarifications concerning this bid, please contact Jackie Heimburger at 618-654-2131.

Instruction

Bid proposals should be for the sale of one (1) police patrol vehicle and to meet the specifications attached.

Bids must be made on the forms furnished and **NO ALTERATIONS, ADDITIONS OR VARIATIONS** to bid forms will be permitted. The complete set of bid documents shall be submitted with the bid. Authorized signature must be provided.

DO NOT include taxes in your prices. The City of Highland is exempt from Federal excise, Transportation and State Sales Taxes.

Each sealed bid shall be submitted in an opaque envelope, clearly marked **Bid #PD-12-20** and addressed to the City of Highland, 1115 Broadway Highland Illinois 62249 and include all required materials.

The City of Highland reserves the right to reject any and all, or any part of bids and to waive any informality therein and to make the award in the best interest of the City.

Invitation/Instructions

Page 2

The Bid prices shall remain valid and no bidder may withdraw his bid for at least thirty (30) days after established deadline for receipt of bids.

Payment will be made only after vehicle is received and accepted, as specified, and within 30 days of receipt of invoice for the same.

Bids will be available for inspection after award.

By submitting this Bid, Bidder acknowledges that he/she is familiar with the specifications and all other applicable regulatory and contract requirements for the equipment.

Basis for Bid

The Bid price shall include all labor, plant, material, transportation, and other costs. The Bidder shall list estimated date of delivery. The vehicle will be picked up by Highland Police Department from vendor, so bid price shall not include delivery.

The Bid price is to include all discounts, preparation costs and all other charges or credits (***including new vehicle Municipal Police (MP) license plates, title and transfer fees***).

The Bid price shall be the net price (for the police vehicle) described by the specifications.

The item shall meet all Federal and State safety standards and shall be furnished with standard manufacturer's guarantee.

BID ITEM #1 will be the net price, including ***new vehicle Municipal Police (MP) license plates***, title, and transfer fees for providing one (1) Police Interceptor SUV as described in these specifications.

BID #PD-12-20

SPECIFICATIONS
CITY OF HIGHLAND
PURCHASE OF (1) Police AWD Sports Utility Vehicle

SCOPE

A. Proposal

City of Highland Police Department to purchase one (1) 2021 AWD Utility Police Interceptor (SUV) from vendor/bidder.

DESCRIPTION

- A. 2021 model year Police Interceptor AWD SUV package.
- B. These specifications describe a vehicle to be used in law enforcement work. The vehicle will be operated for long periods of time at normal traffic speeds, with frequent periods of idling.
- C. The manufacturer in the selection and engineering of components shall use materials and design practices that will produce vehicles, which will accomplish and satisfy all requirements of these specifications.
- D. The vehicle shall in all respects meet or exceed all requirements of the federal government and the State for the model year bid. The vehicle shall include all standard equipment normally sold and marketed to the retail public unless specifically deleted by these specifications.

VEHICLE SPECIFICATIONS

- A. Accessories & Equipment- All vehicles' accessories and equipment provided shall be those accessories and equipment listed and advertised by the manufacturer in their descriptive literature. No aftermarket substitutions or deviations from the specifications will be accepted unless specifically disclosed by the vendor/bidder. The City of Highland reserves the right to approve, accept, or reject any aftermarket substitutions or deviations from the specifications for any reason.

Specifications

VEHICLE, STANDARD SPORT UTILITY, 4-DOOR, ALL-WHEEL DRIVE, FFV (V-6), POLICE PURSUIT RATED BASIC UNIT TO INCLUDE:

1. STANDARD SPORT UTILITY VEHICLE AS CLASSIFIED BY THE U.S. DEPARTMENT OF ENERGY AND U.S. ENVIRONMENTAL PROTECTION AGENCY IN THEIR PUBLISHED FUEL ECONOMY GUIDE.
2. ALL STANDARD EQUIPMENT, NO DELETIONS
3. ENGINE: V-6 FLEXIBLE FUEL WITH ENGINE OIL COOLER
4. AUTOMATIC TRANSMISSION W/OVERDRIVE, TO INCLUDE AUXILIARY OIL COOLER.
5. TIRES/WHEELS: FOUR HEAVY-DUTY STEEL WHEELS TO BE EQUIPPED WITH PURSUIT RATED ALL SEASON BLACKWALL TIRES AND HUBCAPS. TIRES MUST MEET ALL FEDERAL MVSS REQUIREMENTS FOR PURSUIT VEHICLES AND BE MARKED WITH "DOT" COMPLIANCE SYMBOL.
6. FULL-SIZE SPARE TIRE AND WHEEL
7. 4-WHEEL ANTI-LOCK DISC BRAKES
8. POWER WINDOWS AND DOOR LOCKS
9. AIR CONDITIONING AND HEAT
10. RADIO: STANDARD AM/FM RADIO WITH CLOCK AND BLUETOOTH WITH HANDS FREE PHONE CAPABILITY
11. CRUISE CONTROL AND TILT WHEEL.
12. INTERMITTENT WINDSHIELD WIPERS WITH WASHER
13. TINTED GLASS
14. DRIVER AND FRONT PASSENGER AIR BAGS
15. SEATS AND UPHOLSTERY: CLOTH FRONT BUCKET SEATS WITH 6 WAY POWER DRIVER'S SEAT, VINYL SPLIT BENCH 2ND ROW SEAT
16. MIRRORS: DAY/NIGHT REAR VIEW MIRROR, HEATED FOLDAWAY POWER EXTERIOR MIRRORS
- 17 KEYS: KEYLESS ENTRY, SINGLE KEY FOR IGNITION, DOOR, TRUNK, AND GLOVE BOX, WITH 3 KEYS FOR EACH VEHICLE. EACH VEHICLE TO BE KEYED INDIVIDUALLY.
18. HEAVY-DUTY VINYL/RUBBER FLOOR COVERING
19. AUTOMATIC INTERIOR DOME LIGHT DISABLED
20. L.E.D. DOME LIGHT - ADDITIONAL DOME LIGHT WITH SPECIAL ON-OFF SWITCH AT BASE TO BE MOUNTED ABOVE AND NO MORE THAN 12 INCHES TO THE REAR OF THE BASE OF THE INSIDE REAR VIEW MIRROR. DOME LIGHT SWITCHES TO BE ACTIVATED ON FRONT AND REAR DOORS. MAY BE DEALER INSTALLED.
21. 100 WATT SIREN/SPEAKER WIRED & MOUNTED BEHIND GRILL
22. PRE-DRILLED FRONT CORNER LAMP MODULES
23. 170 (MIN.) AMP ALTERNATOR.
24. 720 (MIN.) CCA BATTERY.
25. POLICE PURSUIT RATED

26. REAR DEFROSTER
27. FRONT HEADLAMP LIGHTING SOLUTION WITH FRONT POCKET WARNING LIGHTS THAT SIMULATES THE WIG/WAG SYSTEM.
28. TAIL LAMPS WITH FLASHING LED LIGHTING SOLUTION THAT SIMULATES THE WIG/WAG SYSTEM.
29. DAYTIME RUNNING LIGHTS WITH ON/OFF SWITCH
30. NOISE SUPPRESSION GROUND STRAPS
31. ALL-WHEEL DRIVETRAIN
32. REAR VIEW CAMERA IN CENTER STACK
34. STEERING COLUMN OR DASH MOUNTED GEAR SHIFT.
35. STEERING WHEEL WITH PROGRAMMABLE BUTTONS
36. INLINE WIRING CONNECTION FOR CUSTOMER FURNISHED SWITCH FOR HORN/SIREN CIRCUIT

OPTIONS REQUIRED (If not standard equipment on model bid)

- *Drivers Side LED Spot Light
- *Switchable Red/White Lighting in Cargo Area
- *Inoperative Inside Rear Door Handles and Window Switches
- *Reverse Sensing System with Driver Warning
- *Keyed Alike-1435X
- *Ford Factory Secure Idle
- *Oxford White
- *5-Year/100,000 Mile Powertrain -
Extended Warranty, \$0 Deductible

Warranty:

Manufacturer's Standard Warranty must be furnished with the vehicle. Vehicle warranty shall be equal to or exceed that offered to the general public on similar regular production models. The manufacturer warranty shall become effective on the day the new vehicle is actually put into service.

Exceptions

All exceptions/modifications to the above stated specifications for the 2021 police vehicle shall be so listed and stated in sufficient detail to allow for review and comparison. The exceptions/modifications shall be listed and attached to the Bid Price Sheet at the time of bid submittal.

Bid and proposals shall be furnished on forms prepared by the City of Highland and are attached hereto.

Bidder must complete and return the Bid Price Sheet attached hereto.

Bids will be opened at 10:00 a.m. December 2, 2020 at City Hall, 1115 Broadway, Highland, Illinois 62249.

Additional information, if required, may be obtained from the Highland Police Department, attention Jackie Heimbürger.

**CITY OF HIGHLAND, ILLINOIS
POLICE DEPARTMENT**

PD-12-20

Bid Opening Date: December 2, 2020
City Hall Council Chambers 10:00am

Total Net Price for Vehicle to include all costs, title and registration:

\$ _____

We do _____, do not _____ meet all requirements listed in the specifications. (List all exceptions in an attachment to this document.)

The vehicles bid on this specification shall meet all the requirements as outlined. Should it be determined that upon delivery the vehicle is deficient in any respect, the dealer and manufacturer will, at no expense to the Department, correct the deficiencies.

Authorized Agent Bidding

Company Name

Company Representative Name

Representative's Signature

Date

CERTIFICATE OF COMPLIANCE

The undersigned Bidder / Proposer on a Contract submitted for bids / proposals by the City of Highland, Illinois known as: _____, hereby certifies that he/she/it is not barred from bidding on the Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38 of the Illinois Revised Statutes.

Dated: _____, 20_____

Company Name

Address

City / State / Zip Code

Signature

Print Name

Title



City of Highland

Police Department

To: All Vendors and Contractors

From: City of Highland

RE: Certificate of Non-Delinquency of Tax

As a result of a recent amendment to the Illinois Municipal Code (Adding Section 11-42.1-1), the City of Highland is prohibited from entering into a contract with any individual or anyone else that is delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with procedure established by the particular taxing act.

Further, before awarding a contract, the City of Highland is required to obtain a statement under oath from the party with who it's contracting that no such taxes are delinquent. If a false statement is made, it voids the contract and allows the City to recover all amounts paid to the individual in a civil action.

CERTIFICATE OF NON-DELINQUENCY OF TAX

As required by Section 11-42.1-1 of the
Illinois Municipal Code

The undersigned hereby and herewith certifies under oath that he/she/it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, is currently contesting the liability or the amount of such tax in accordance with the procedures established by the appropriate Taxing Act.

A person is not considered delinquent in the payment of a tax for the purposes of this certification if such person has entered into an Agreement with the Illinois Department of Revenue for the payment of all taxes claimed delinquent, and is in compliance with that Agreement. If such is the case with the undersigned, the undersigned certifies that he/she/it has made such an Agreement and is in compliance therewith.

Date

Company Name

Federal I.D. Number

Address

City / State / Postal Code

Signature / Title

Signed and sworn to before me this _____ day of _____, 20__.

Notary Public



City of Highland
Police Department

Christopher J. Conrad, Chief of Police

To: Honorable Mayor Michaelis, City Council and City Manager Latham

From: Chief Chris Conrad

Date: October 27, 2020

Re: NOML for purchase of a 2021 Ford SUV Police Vehicle

This Notice of Municipal Letting is for the purchase of 1 Ford SUV Police Vehicle for use as a patrol vehicle for the police department.

This vehicle is being purchased to replace squad one, a 2015 Ford Explorer VIN #1FM5K8AR1FGA88290 with current miles being 100,000 miles.

We have been very pleased with the Ford SUV Police vehicles and we continue to see reduced costs in both the operation and maintenance over our previous fleet vehicles.

The price of the Ford Police SUV on State bid with options required is \$34,985.00. We are requesting to go to bid in an effort to find a dealer who may be able to beat the State Bid Price but still provide the add-on options we require for the intended purpose and use.

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF
THE CITY OF HIGHLAND, ILLINOIS, SURPLUS AND AUTHORIZING
ITS SALE AND/OR DISPOSAL, INCLUDING PARKS & RECREATION
DEPARTMENT ELECTRONIC EQUIPMENT AND OTHER PERSONAL PROPERTY**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, the City Parks & Recreation Department currently owns personal property, including electronic equipment and other personal property which, in the opinion of this City Council, is no longer necessary, or useful to, or in the best interests of the City to retain, and should be declared surplus personal property (*See Exhibit A*); and

WHEREAS, City has determined the City Manager and/or his designee is permitted to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager and/or his designee; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus and sell and/or dispose of the same (*See Exhibit A*).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Highland, Illinois, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. That the City personal property listed on **Exhibit A** is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property listed on **Exhibit A** is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

Section 3. That the City Manager and/or his designee is directed and authorized to sell and/or dispose of the surplus personal property listed on **Exhibit A** as the City Manager and/or his designee sees fit.

Section 4. Than any revenue generated by the sale and/or disposal of the surplus personal property listed on **Exhibit A** shall be deposited in the City general fund.

Section 5. That this Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

Item Name	Amount	Serial #	Model #
Ethernet Cord	9		
Cordless Mouse	4		
USB	10		
Power Cord	10		
Monitor Power Cord	13		
Wired Headset	1		
Monitor Connector Cord	8		
AML Power Box - Card Scanner	1	G001749	M2000-DEC
Microphone Cord	2		
Remote	3		
Audio Y Cable	1		
Mircophone	1		
Dell Wired Speakers	1	CN-0R126k-48220-229-022B	
Direct Internet to computer wire	4		
Kwick Kable	1		
Analog Cable	4		
Credit Card Swipe Machine	1		CM:2020
Avaya Power Box	1	07 DT 23 010062 11	700434897
Phone Line Cord	9		
Dell Power Cord	1		
Adapter	3		
XLR Cable	2		
Magnavox DVD Player	1	U02180482	MDV2100/F7
Computer Connection Cord (older)	3		
Phone Charging System- Uniden	1	UAR00296122	
American Microsystems power box	2		
Playstation Controller Adapter	1		7041390
HP USB Connector	1		
Switching power adapter	1		GFP361DA-1230
Motorola Walkie Talkie Chargers	4		
Vtech Phone	1	FCCID: EW780-7269-00	
Microsoft Wireless Keyboard	1	15 0202921023	01502-545-9210234-21151
HP Wireless Keyboard	1	BR81407778	
ASUS Monitor	1	AALM12039398	Version: VH1970
Dell Monitor	1	CN-0D5421-46633-47P-OP6U	
Optquest Monitor	1	Q4A061506930	
Dell Monitor	1	CN-0CC639-72872-5C8-14US	
Dell Monitor	1	CN-0D176P-64180-13H-10UM	
Dell Keyboard	1	CN-09C487-38844-13C-8215	
Dell Keyboard	1	CN-05P02F-71581-23M-047Y-A01	
Dell Keyboard	1	CN-09C487-38840-21B-K777	
Dell Laptop	1	CN-ON8719-48643-62E-2618	



HIGHLAND

PARKS & RECREATION... The *FUN* Theory!

To: City Manager, Mark Latham
From: Mark Rosen, Director of Parks & Recreation
Date: November 2, 2020
Subject: Disposal of Surplus Property - Electronics

Recommendation

I am recommending city council to approve the items listed on the attached spreadsheet to be surplus and disposable.

Discussion

The items on the list are broken or unable to be repaired. They have no warranty and no value and should be destroyed following state guidelines.

Fiscal Impact

None

Recommended By: Mark Rosen, Director of Parks & Recreation

Approved By: Mark Latham, City Manager

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING CITY OF HIGHLAND'S ACCEPTANCE OF
REAL ESTATE AS A DONATION FROM JIM MERIDITH,
ON BEHALF OF MERIDITH FUNERAL HOME, PC, FOR USE AS A
PUBLIC PARKING LOT**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter "City"), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to acquire real estate for public purposes; and

WHEREAS, City intends to build a public parking lot on property currently owned by City at 1201 Broadway, and property currently owned by Meridith Funeral Home, PC at 1011 Zschokke Street, for purposes of providing more public parking and employee parking for City Hall, the City Fire Department, the Weinheimer Community Center, and the City downtown business district ("Parking Lot Project"); and

WHEREAS, City has determined it necessary to acquire 1011 Zschokke Street, PPN 01-2-24-05-08-201-039 (hereinafter "Property") from Meridith Funeral Home, PC for the Parking Lot Project (*See* Commercial Real Estate Contract attached hereto as **Exhibit A**); and

WHEREAS, Jim Meridith, on behalf of Meridith Funeral Home, PC, will donate the Property to City for the Parking Lot Project (*See* **Exhibit A**); and

WHEREAS, City has determined the Property will be accepted by City from Meridith Funeral Home, PC for a public purpose, specifically the Parking Lot Project; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare, and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to accept the Property and complete the Parking Lot Project.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to accept the Property (*See* **Exhibit A**) as a donation from Meridith Funeral Home, PC for the Parking Lot Project.

Section 3. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to accept the Property (*See Exhibit A*) as a donation from Meridith Funeral Home, PC for the Parking Lot Project.

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

COMMERCIAL REAL ESTATE SALES CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

THIS REAL ESTATE CONTRACT ("Agreement") is made and entered into effective subsequent to the date of execution by all necessary parties, and will become effective as of the date of approval by the corporate authorities of the City of Highland, Illinois (the "Effective Date"), by and between Meridith Funeral Home, PC, as Illinois Professional Corporation ("Donor") and CITY OF HIGHLAND, ILLINOIS, an Illinois municipal corporation ("Donee").

I. Gift of Property. Donor agrees to gift, transfer, and convey to Donee and Donee agrees to accept from Donor, in accordance with the terms of this Agreement, all of Donor's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Number: 01-2-24-05-08-201-039**, commonly known as **1011 Zschokke Street, Highland, IL 62249**, and as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Property").

II. Prorations and Adjustments. The following prorations and adjustments shall be made at Closing:

a. **Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Donee. The Taxes which are charged to Donee pursuant hereto shall be a Permitted Encumbrance, as defined below; and Donee shall be responsible for the payment of all of such Taxes, when they become due. Any Taxes owed on the Property on the Closing Date, any tax liens assessed to the Property on the Closing Date, or any other tax related encumbrances on the Property shall be the responsibility of Donor and shall be paid prior to the Closing Date and according to this Agreement.

b. **Release of Encumbrances.** Donor shall convey to Donee, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Donee that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by Donee that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Donee, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Donee expressly consents to in writing. Each item listed shall

be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Donor shall cause, at Donor's cost, any and all Taxes, assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Donee ("Donor Encumbrances"), to be satisfied and released, unless they are assumed by Donee at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Donor Encumbrances.

- c. Expenses. Donor shall be responsible to pay for all expenses in connection with the payment of any Donor Encumbrances and recording costs to release any Donor Encumbrances, Donor's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

Donee shall be responsible to pay for the recording fee for the deed, Donee's attorney's fees, the customary escrow or closing fees charged by the Title Company, Donee's title insurance endorsements, if any, Donee's lender's policy of title insurance and any endorsements thereto, if any, Donee's tests and inspections, Donee's survey, the premium for Donee's basic owner's policy of title insurance in the amount of the appraised amount, and such other expenses provided to be paid by Donee herein.

DONEE AGREES TO PAY ALL CLOSING COSTS ASSOCIATED WITH THIS REAL ESTATE TRANSACTION.

III. **Items to be delivered to Donee.** After purchase of the Property, Donor shall deliver to Donee, in the form of photocopies of executed originals, any documents related to the Property that Donor is aware of and able to locate ("Donor Documents"). Donee acknowledges and agrees that Donor acquired the Property years ago and, as a result, Donor may not be aware of the location or existence of some or all of the Donor Documents. Based on this information, Donee acknowledges and agrees that Donor will be deemed to have complied with this Section if Donor provides to Donee the Donor Documents that are known to exist, if any, by Donor after purchase of the Property, and without any obligation or duty being imposed on Donor to investigate or to confirm the accuracy or completeness of the Donor Documents.

IV. **Investigation of the Property.** From and after the date that this Agreement is signed by the last party hereto, Donor grants to Donee and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Donee may reasonably require (collectively, "Investigations").

Donee shall indemnify, protect, defend and hold harmless the Donor against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the Property or Donor's ownership therein in connection with Donee's entry upon the Property or Donee's inspection, surveying, test borings or other work performed by or through Donee and Donee shall restore the Property to substantially the same condition as in which it existed prior to such Investigations. The Donee shall pay for all inspections and reports ordered by Donee, promptly; and shall not allow any liens to be filed against the Property. For purposes of Donee's indemnification of Donor described herein, the term "Donee" shall mean any agent, broker, contractor, employee, or representative of Donee. This provision shall survive Closing or other termination of this Agreement.

V. Contingencies. In addition to any other conditions set forth in this Agreement, Donee's acceptance of the Property shall be subject to the fulfillment of the following items by Donee on or before thirty (30) business days from execution of this contract and any and all required action(s) by City (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. Title Commitment/Examination. Donee, at Donee's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Donee shall notify Donor, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Donee; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Donee shall be subject.
- b. Physical Inspection. Donee shall be satisfied with the results of the Investigations. Donee shall notify Donor, in writing, of any condition disclosed during its Investigations that is not satisfactory to Donee and Donor shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. Survey. Donee, at its sole cost and expense, may order a survey of the Property (the "Survey"). Donee shall notify Donor, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Donee, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Donee. Donee shall notify Donor, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Donee. If Donee fails to provide written notice of its objection to any items, prior to the expiration of the Contingency

Date, to Donor that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Donor would have secured a survey, such items shall be Permitted Encumbrances.

- d. Permitted Use. Donee shall determine the existing zoning and other governmental regulations that permit the use of the Property for Donee's intended use.

If Donee does not give written notice to Donor on or before the Contingency Date that any one of the Contingencies has not been satisfied, then Donee's obligation under this Agreement shall be enforceable by Donor pursuant to the terms set forth herein.

If Donee does give written notice to Donor on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Donor fails to cure the Contingency prior to the Closing date, this Agreement shall be terminated and be of no further force or effect, except for Donee's obligations and indemnity as stated herein.

VI. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at Highland Community Title or Highland City Hall, on or before November 2, 2020, or after all Contingencies are waived by Donee ("Closing Date"), or on a mutually agreed to date.
- b. Donee waives any claim to contingencies or any right to the Contingency Date on the Closing Date as stated herein. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Donor shall deliver possession of the Property to Donee at Closing and shall remove all personal property that will be retained by Donor at that time.
- d. Donor's Obligations at Closing. At Closing, Donor shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Donor's Obligations") upon satisfaction of Donee's Obligations (as defined below):
 1. Deed. A Special Warranty Deed conveying fee simple title of the Property to Donee, subject to the Permitted Encumbrances.
 2. P-Tax Declaration. Execute along with Donee, an Illinois Transfer Tax Declaration Form.
 3. Donor's Plat Act Affidavit. A commercially reasonable Donor's Plat Act Affidavit.

4. Affidavit of Non-Production and Non-Development. A commercially reasonable Donor's Affidavit of Non-Production and Non-Development.
 5. Non-Foreign Donor Affidavit. An affidavit of Donor in form and substance satisfactory to Donee setting forth Donor's United States taxpayer identification number and certifying that Donor is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
 6. Miscellaneous. Any other documents reasonably required by this Agreement, or Donee to be delivered by Donor or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Donor and any Tenant under any lease being assumed by Donee satisfactory to Donee.
- e. Donee's Obligations at Closing. At Closing, Donee shall, in addition to any other obligations of Donee as set forth in this Agreement, execute and deliver the following items to Donor, as the case may be (collectively, "Donee's Obligations"):
1. P-Tax Declaration. Execute along with Donor an Illinois Transfer Tax Declaration.
 2. Deed. Acknowledge and accept a copy of Donor's Special Warranty Deed conveying fee simple title of the Property to Donee, subject to the Permitted Encumbrances.
 3. Miscellaneous. Any other documents reasonably required by this Agreement, or Donor to be delivered by Donee or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Donee satisfactory to Donor.

VII. **Notices.** Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered, emailed, or when transmitted by telefax to the applicable telefax number followed with mailing by regular United States mail, addressed as follows:

If to Donor: MERIDITH FUNERAL HOME, PC, AN ILLINOIS
 PROFESSIONAL CORPORATION
 Attention: Jim Meridith
 1223 Broadway
 Highland, Illinois 62249
 Telephone: (618) 654-2155

If to Donee: CITY OF HIGHLAND, ILLINOIS
Attention: Mark Latham
City Manager
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218
Telephone: (618) 654-9891
Facsimile: (618) 654-4768

VIII. Additional Covenants.

- a. Brokerage. Donor and Donee each hereby represent and warrant to the other that neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless against and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

IX. AS IS.

- a. DONEE ACKNOWLEDGES AND AGREES THAT DONOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH DONEE OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT DONOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING

COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, DONEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DONOR ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT DONOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT DONOR MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. DONOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

X. Litigation.

- a. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this agreement shall be brought in the Circuit Court in Madison County, Illinois.

XI. Defaults and Remedies

- a. Default by Donor. In the event that Donor shall have failed to have timely performed any of Donor's Obligations, covenants, and/or agreements contained herein which are to be performed by Donor, then Donee, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

- b. Default by Donee. In the event that Donee shall have failed to have timely performed any of Donee's Obligations, covenants, and/or agreements contained herein which are to be performed by Donee, then Donor, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

XII. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Donee without the written approval of Donor.
- b. Donor and Donee Defined. The words "Donor" and "Donee" as used herein shall include all individuals, partnerships, limited liability companies, corporations, municipalities, public entities, any business entities of any kind, or any other entities whatsoever, as may be applicable to describe the parties to this Agreement.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting

action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.

- h. Entire Agreement. This Agreement constitutes the entire agreement between Donor and Donee, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Donor or Donee unless in writing and signed by both Donor and Donee. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- i. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Donor and Donee have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- j. Compliance with Laws, Regulations, and Accreditation. Donee and Donor believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Donor or Donee have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Donor or Donee shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of Donor or Donee first providing notice to the other party of the need to amend this Agreement to comply with the laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice.

XIII. Acceptance of Contract. Donee and Donor intend to execute this Agreement prior to Donee obtaining the approvals necessary to give force and effect to this Agreement. Donee represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities then holding office. Neither Donee nor Donor shall have any obligation under this Agreement until Donee has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Donee prior to December 7, 2020 this Agreement shall have no force or effect unless an extension is agreed to by both parties.

XIV. Reversion of Donated Parcel Should Parcel Not Be Used as a Public Parking Lot.

Donor is donating the Property in consideration of the Property being developed into a parking lot by Donee for public use. Donor shall be permitted to use the parking lot built on the Property if and when Donor's adjacent parking lot reaches reasonable capacity. If the Property donated by Donor according to the Agreement ceases to be used as a public parking lot within the next fifty (50) years, the Property shall revert to Donor with all improvements. If Donor does not put Donee on notice of such right to reversion within ninety (90) days of Donee giving notice of its intent to use the Property for any purpose other than a public parking lot, Donor waives the right to reversion. This right to reversion shall exist between Donor and Donee only and shall not be assigned without written consent from both parties. This right of reversion shall be reflected and noted on the deed of conveyance of the Property by Donor to Donee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

DONOR:

**MERIDITH FUNERAL HOME, PC
1223 Broadway
Highland, Illinois 62249**

Jim Meridith

By: _____

Date: _____

DONEE:

**CITY OF HIGHLAND, ILLINOIS
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218**

Mark Latham
City Manager
City of Highland, Illinois

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The North Fifty (50) Feet of Lot Numbered Twelve (12) in Block Number Twenty (20) in the Town (now City) of Highland, as the same appears from plat thereof recorded in Book 14, Page 574 of the Recorder's Office of Madison County, Illinois and transcribed to Plat Book 2, Page 20 and later transcribed to Plat Book 20, Page 19 and subsequently transcribed in Plat Book 15, Page 20. Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois.

PPN: 01-2-24-05-08-201-039

ORDINANCE NO. _____

APPROVING THE IMLRMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT WITH
THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION
FOR THE PERIOD FROM JANUARY 1, 2021, TO JANUARY 1, 2022, AND
THE ASSOCIATED “2021 IMLRMA CONTRIBUTION PAYMENT AGREEMENT”

WHEREAS, the City of Highland, is a member in good standing of the Illinois Municipal League Risk Management Association (hereinafter referred to as “IMLRMA”) and a party to the IMLRMA Intergovernmental Cooperation Contract by reason of Ordinance Number 2656 adopted on November 17, 2014, and by reason of the Mayor’s executing – and the City Clerk’s attesting the Mayor’s signature on – the IMLRMA Intergovernmental Cooperation Contract;

WHEREAS, the City Council has been fully apprised of the IMLRMA Minimum/Maximum Contribution Agreement for the period from January 1, 2021, to January 1, 2022;

WHEREAS, the City Council finds it to be in the best interest of the City of Highland to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement (a copy of which is attached hereto as *Exhibit A*);

WHEREAS, the City Council also finds it to be in the best interest of the City of Highland to make its IMLRMA contribution in accordance with the option set forth in the 2021 IMLRMA Contribution Payment Agreement (a copy of which is attached hereto as *Exhibit B*): that is, payment in three equal quarterly installments of \$153,078.66 each; and, the final payment, due 9/17/2021 in the amount of \$153,078.64.

WHEREAS, the City Council finds further that the Mayor and the Treasurer should be authorized and directed, on behalf of the City of Highland, to execute the IMLRMA Minimum/Maximum Contribution Agreement (*Exhibit A* attached);

WHEREAS, the City Council finds, finally, that the Mayor should be authorized and directed, on behalf of the City of Highland, to execute the 2021 IMLRMA Contribution Payment Agreement (*Exhibit B* attached);

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning January 1, 2021, and ending on January 1, 2022, (*Exhibit A* attached) is approved.

Section 3. The Mayor and the Treasurer are authorized and directed, on behalf of the City of Highland, to execute the IMLRMA Minimum/Maximum Contribution Agreement for the one (1) year period beginning January 1, 2021, and ending on January 1, 2022 (*Exhibit A* attached).

Section 4. The 2021 IMLRMA Contribution Payment Agreement (*Exhibit B* attached) is also approved.

Section 5. The Mayor is authorized and directed, on behalf of the City of Highland, to execute the 2020 IMLRMA Contribution Payment Agreement (*Exhibit B* attached).

Section 6. This ordinance shall take effect immediately upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

CERTIFICATION

Passed this _____ day of November, 2020.

Approved this _____ day of November, 2020.

I, Barbara Bellm, City Clerk of the City of Highland, do hereby certify that the foregoing is a true and correct copy of Ordinance Number _____ as adopted the _____ day of November, 2020.

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

Minimum/Maximum Contribution Agreement

This agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF HIGHLAND**, a member of RMA. This agreement amends and supplements the declarations pages dated January 01, 2021 to January 01, 2022 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 85% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **CITY OF HIGHLAND** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **CITY OF HIGHLAND** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 193,223		\$ 193,223
Loss Fund	@ 85% \$ 412,039	@ 130%	\$ 630,178
Contribution	\$ 605,262		\$ 823,401

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **CITY OF HIGHLAND** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this agreement, including the handling of all claims.

8. This agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this agreement.

Mayor/Village President

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Managing Director

Date

October 15, 2020

The Honorable Joseph Michaelis
Mayor
City of Highland
PO Box 218
Highland, Illinois 62249-0218

Dear Mayor Michaelis:

The City of Highland has requested and been approved for an installment payment plan for the 2021 Illinois Municipal League Risk Management Association (RMA) annual contribution, totaling \$612,314.62.

The payment due dates and scheduled amounts for your selected plan are as follows:

12/18/2020	\$153,078.66
3/19/2021	\$153,078.66
6/18/2021	\$153,078.66
9/17/2021	\$153,078.64

You will also receive invoices according to the selected payment plan.

Please sign a copy of this letter and send it back to me acknowledging your agreement to the payments associated with your municipality's selected payment plan. Please feel welcome to contact me with any questions. Thanks.

Yours very truly,



BRAD COLE
Managing Director

City of Highland



INVOICE

2021 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 2, 2020

Member: City of Highland

Account #: 0262

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ Payment Plan approved on 10-15-2020

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2021 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$233,601
Auto Liability & Comprehensive General Liability	\$236,844
Portable Equipment	\$5,343
Auto Physical Damage	\$16,318
Property	\$113,156
	\$605,262
2021 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$1,000

INVOICE TOTAL

\$606,262

<p>PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:</p>	
<p>OPTION #1 - Early Pay 1% Discount</p>	
Contribution Amount	\$605,262.00
Minus 1% savings	\$6,052.62
	\$599,209.38
Illinois Municipal League Dues	\$1,000.00
Total due by 11/20/20	\$600,209.38
<p>OPTION #2 - Pay Full Amount</p>	
Contribution Amount	\$605,262.00
Illinois Municipal League Dues	\$1,000.00
Total due by 12/18/20	\$606,262.00
<p>OPTION #3 - Pay in two installments Includes 1% installment fee</p>	
Contribution Amount	\$605,262.00
Plus 1% fee	\$6,052.62
	\$611,314.62
Illinois Municipal League Dues	\$1,000.00
	\$612,314.62
\$306,157.31	Due by 12/18/20
\$306,157.31	Due by 5/14/21

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: Mayor

Date: _____



Municipality City of Highland Population 9,919
 County of MADISON Home Rule Municipality yes no
 City Hall Address 1115 Broadway, P.O. Box 218, Highland, IL 62249
 City Hall Phone Number 618-654-9891 Website www.highlandil.gov

Municipal Official Information

TITLE	NAME	E-MAIL ADDRESS
Mayor, Village or Town President (please indicate appropriate title)		
Mayor	Joseph R. Michaelis	j.michaelis@highlandil.gov
Alderman, Village or Town Trustee, Councilman, Commissioner (please indicate appropriate title)		
Councilwoman	Sarah Sloan	SSloan@highlandil.gov
Councilman	Rick Frey	r.frey@highlandil.gov
Councilwoman	Peggy Bellm	pbellm@highlandil.gov
Councilman	John Hipskind	j.hipskind@highlandil.gov
Manager/Administrator	Christopher Conrad	c.conrad@highlandil.gov
Clerk	Barbara Bellm	bbellm@highlandil.gov
Treasurer	Dennis Foehner	dfoehner@highlandil.gov
Attorney	Michael McGinley	m.mcginley@sandbergphoenix.com

Membership Rates

From Population	To Population	Rate
1	999	\$150.00
1000	1999	\$250.00
2000	2999	\$350.00
3000	3999	\$450.00
4000	4999	\$575.00
5000	5999	\$675.00

From Population	To Population	Rate
6000	6999	\$775.00
7000	7999	\$825.00
8000	8999	\$925.00
9000	9999	\$1,000.00
10000	14999	\$1,250.00
15000	19999	\$1,500.00
20000	24999	\$1,750.00

From Population	To Population	Rate
25000	34999	\$2,000.00
35000	49999	\$2,500.00
50000	74999	\$3,500.00
75000	99999	\$5,000.00
100000	149999	\$7,000.00
150000	174999	\$8,500.00
175000	249999	\$10,000.00
>250000	250000	\$25,000.00

Rates as of 1/2021

Membership shall be on a calendar year basis beginning January 1 and ending December 31 of each year.
 Please return this completed form with payment. **Thank you for your Membership!**

Illinois Municipal League

RMA Risk Management Association

500 East Capitol Avenue | PO Box 5180 | Springfield, IL 62705-5180
Phone#: 217-525-1220 | Fax#: 217-525-7438 | www.imlrma.org

October 15, 2020

David Slover, RMC
City of Highland
PO Box 218
Highland IL 62249-0218

Customer #262

AGREEMENT

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/15/20	2021 annual contribution invoice 1/1/2021 - 1/1/2022	\$605,262.00
	1% installment fee	\$6,052.62
	2021 IML membership dues	\$1,000.00
I agree to accept the installment agreement.		
	Signed _____	
	Title _____	
Send a signed copy of this agreement with 1st payment and also a copy of the contribution invoice with 1st payment.		

INSTALLMENTS

Total amount due \$612,314.62

of payments 4

Payment amount \$153,078.66

Due Dates
12/18/2020
3/19/2021
6/18/2021
9/17/2021

PAYMENT

Monthly amount due **\$153,078.66**

**Make checks payable to
IML Risk Management Association**

Please contact us if you have any questions.
Phone: (217) 525-1220
Email address: inquiry@imlrma.org

Illinois Municipal League

RMA Risk Management Association

500 East Capitol Avenue | PO Box 5180 | Springfield, IL 62705-5180
Phone#: 217-525-1220 | Fax#: 217-525-7438 | www.imlrma.org

October 15, 2020

David Slover, RMC
City of Highland
PO Box 218
Highland IL 62249-0218

Customer #262

INVOICE		
<u>Policy Period</u>	<u>Description</u>	<u>Amount</u>
1/1/2021 - 1/1/2022	2021 annual contribution invoice	\$605,262.00
	1% installment fee	\$6,052.62
	2021 IML membership dues	\$1,000.00
	TOTAL INVOICE	\$612,314.62
Payments		
	REMAINING BALANCE	\$612,314.62

PAYMENT

Amount due **\$153,078.66**

Due by December 18, 2020

**Make Checks Payable to
IML Risk Management Association**

Please contact us if you have any questions.

Phone: (217) 525-1220

Email address: inquiry@imlrma.org

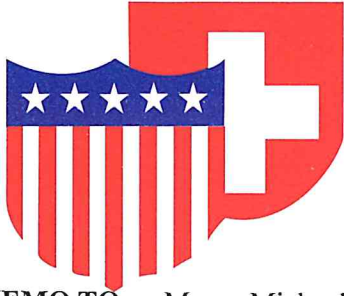
CERTIFICATION

Passed this _____ day of November, 2020.

Approved this _____ day of November, 2020.

I, Barbara Bellm, City Clerk of the City of Highland, do hereby certify that the foregoing is a true and correct copy of Ordinance Number _____ as adopted the _____ day of November, 2020.

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois



City of Highland

MEMO TO: Mayor Michaelis and City Council Members

FROM: Mark Latham, City Manager
David Slover, Director of Human Resources *DS*

DATE: Tuesday, October 20, 2020

RE: Motion to Approve – Renewal of Property, Casualty, Worker’s Compensation Coverage with the Illinois Municipal League Risk Management Association (IMLRMA)

We are extremely pleased to report we had another great year with IMLRMA and with your approval would like to continue in this program for the 2021 calendar year.

Our premium activity for 2021 reflects an even price from calendar year 2020. We continue to have a relatively low amount of claims in terms of frequency and severity. Our loss ratio across all lines of coverage is less than 10 percent. Below is a premium comparison from 2020 to 2021.

We will also be continuing in the programs Min/Max Funding option which allows us to pay a reduced premium up front provided our claims do not exceed a set amount. For 2021, if our claims would exceed \$412,039, then we would be responsible for paying these claims dollar for dollar up to a maximum payout of \$630,178. The annual premium as part of this program for 2021 is \$612,314.62 This includes a 1% fee for paying in installments and the annual IML Dues are now included in the annual premium invoices.

Attached you will find the Ordinance, Min/Max Agreement and Invoices for approval. We respectfully request your approval of the City’s continuation in this program. The services IMLRMA has been able to offer thus far are outstanding. As always, if there are any questions or concerns, please let us know.

2020 Premium Breakdown

Worker’s Compensation - \$236,445
Auto Liability & Comprehensive General Liability - \$227,603
Portable Equipment - \$5,473
Auto Physical Damage - \$17,476
Property - \$118,265

2021 Premium Breakdown

Worker’s Compensation - \$233,601
Auto Liability & Comprehensive General Liability - \$236,844
Portable Equipment - \$5,343
Auto Physical Damage - \$16,318
Property - \$113,156

ORDINANCE NO.

APPROVING THE IMLRMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT WITH
THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION
FOR THE PERIOD FROM JANUARY 1, 2021, TO JANUARY 1, 2022, AND
AND THE ASSOCIATED “2021 IMLRMA CONTRIBUTION PAYMENT AGREEMENT”

WHEREAS, the City of Highland, is a member in good standing of the Illinois Municipal League Risk Management Association (hereinafter referred to as “IMLRMA”) and a party to the IMLRMA Intergovernmental Cooperation Contract by reason of Ordinance Number 2656 adopted on November 17, 2014, and by reason of the Mayor’s executing – and the City Clerk’s attesting the Mayor’s signature on – the IMLRMA Intergovernmental Cooperation Contract;

WHEREAS, the City Council has been fully apprised of the IMLRMA Minimum/Maximum Contribution Agreement for the period from January 1, 2021, to January 1, 2022;

WHEREAS, the City Council finds it to be in the best interest of the City of Highland to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement (a copy of which is attached hereto as *Exhibit A*);

WHEREAS, the City Council also finds it to be in the best interest of the City of Highland to make its IMLRMA contribution in accordance with the option set forth in the 2021 IMLRMA Contribution Payment Agreement (a copy of which is attached hereto as *Exhibit B*): that is, payment in four equal quarterly installments of \$153,078.66 each;

WHEREAS, the City Council finds further that the Mayor and the Treasurer should be authorized and directed, on behalf of the City of Highland, to execute the IMLRMA Minimum/Maximum Contribution Agreement (*Exhibit A* attached);

WHEREAS, the City Council finds, finally, that the Mayor should be authorized and directed, on behalf of the City of Highland, to execute the 2021 IMLRMA Contribution Payment Agreement (*Exhibit B* attached);

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning January 1, 2021, and ending on January 1, 2022, (*Exhibit A* attached) is approved.

Section 3. The Mayor and the Treasurer are authorized and directed, on behalf of the City of Highland, to execute the IMLRMA Minimum/Maximum Contribution Agreement for the one (1) year period beginning January 1, 2021, and ending on January 1, 2022 (*Exhibit A* attached).

Section 4. The 2021 IMLRMA Contribution Payment Agreement (*Exhibit B* attached) is also approved.

Section 5. The Mayor is authorized and directed, on behalf of the City of Highland, to execute the 2021 IMLRMA Contribution Payment Agreement (*Exhibit B* attached).

Section 6. This ordinance shall take effect immediately upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ day of November, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

Joseph R. Michaelis Mayor
City of Highland Madison County, Illinois

ATTEST:

Barbara Bellm City Clerk
City of Highland Madison County, Illinois

CERTIFICATION

Passed this ___ day of November, 2019.

Approved this ___ day of November, 2019.

I, Barbara Bellm, City Clerk of the City of Highland, do hereby certify that the foregoing is a true and correct copy of Ordinance Number ___ as adopted the ___ day of November, 2019.

Barbara Bellm, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES,
CITY OF HIGHLAND, ALCOHOLIC LIQUOR, TO ESTABLISH
THE CURRENT NUMBER AND CLASS OF LIQUOR LICENSES ISSUED**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, City has determined it necessary to establish the current number and class of liquor licenses issued by City; and

WHEREAS, City has determined the following represents the current number and class of liquor licenses issued by City on November 2, 2020:

Class A1	3
Class A2	6
Class B	5 (Unlimited)
Class C	4 (Unlimited)
Class D1	6
Class D2	8
Class E	2 (Unlimited)
Class F	2 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

WHEREAS, City has determined no other changes shall be made to the Liquor Ordinance according to this Ordinance other than the clarification of the current number and class of liquor licenses issued by City.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The current number and class of liquor licenses issued by City are:

Class A1	3
Class A2	6
Class B	5 (Unlimited)
Class C	4 (Unlimited)
Class D1	6
Class D2	8
Class E	2 (Unlimited)
Class F	2 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:
NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES,
CITY OF HIGHLAND, ALCOHOLIC LIQUOR, TO
INCREASE THE NUMBER OF C LIQUOR LICENSES TO FIVE**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “C” liquor licenses as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(3) Class "C" licenses: Grocery stores. Class "C" licenses shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises where sold; such sales to be made in the original package only and the major business of the licensee shall be the sale of foodstuffs, and where such sale of alcoholic liquors is only incidental to such overall business. The annual fee for such license shall be \$300.00.

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently limits the number of City Liquor licenses issued as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	6
Class B	5 (Unlimited)
Class C	4 (Unlimited)
Class D1	6
Class D2	8
Class E	2 (Unlimited)
Class F	2 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to increase the number of C liquor licenses from four (4) to five (5) licenses; and

WHEREAS, City has determined the additional C liquor license will be issued to a qualified applicant by way of separate resolution.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. Chapter 6, of the Code of Ordinances, City of Highland, shall now read:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	6
Class B	5 (Unlimited)
Class C	5 (Unlimited)
Class D1	6
Class D2	8
Class E	2 (Unlimited)
Class F	2 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

Section 3. The number of C liquor licenses will be increased from four (4) licenses to five (5) licenses.

Section 4. The additional C liquor license will be issued to a qualified applicant by way of separate resolution.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. _____

**A RESOLUTION ISSUING A “C” LIQUOR LICENSE TO KROGER
LIMITED PARTNERSHIP 1, PURSUANT TO CHAPTER 6, OF
THE CODE OF ORDINANCES, CITY OF HIGHLAND,
ENTITLED ALCOHOLIC LIQUOR**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued . . . 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, Kroger Limited Partnership 1 (hereinafter “Kroger”) desires to obtain a “C” class (grocery store liquor license) liquor license; and

WHEREAS, Kroger has submitted an Application for a Retail Liquor Dealer’s License to City (see Application attached hereto as **Exhibit A**); and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “C” liquor licenses as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(3) Class "C" licenses: Grocery stores. Class "C" licenses shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises where sold; such sales to be made in the original package only and the major business of the licensee shall be the sale of foodstuffs, and where such sale of alcoholic liquors is only incidental to such overall business. The annual fee for such license shall be \$300.00.

WHEREAS, Kroger’s Application for Retail Liquor Dealer’s License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City Council recently passed an Ordinance increasing the number of “C” liquor licenses available from four (4) to five (5); and

WHEREAS, City has determined there is one “C” liquor license currently available to be issued to Kroger; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue Kroger an “C” Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the “C” liquor license to Kroger; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue an “A2” liquor license to Kroger.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City shall issue a “C” liquor license to Kroger.

Section 3. This resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

This application properly completed and signed must be filed with the City Clerk and must be accompanied by a remittance in the proper amount, made payable to the City of Highland.
Kroger Limited Partnership 1

The undersigned individual or partnership hereby makes application for a RETAIL LIQUOR DEALERS LICENSE and submits the following information:

1. Applicant: Kroger Limited Partnership 1
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION ---TYPE OR PRINT CLEARLY)

2. Trade, Partnership or Assumed Name Rulers # 320

3. Give date partnership/corporation was formed under name given on Line 1: 10/09/1997 OHIO
Month Day Year

4. Location of above place of business 2675 Northtown Way Highland IL 62249

NUMBER	STREET	CITY	STATE	ZIP CODE
--------	--------	------	-------	----------

5. Has your assumed name been filed with the County Clerk?
N/A

6. Are alcoholic liquors stored but not sold at any location other than the one given above?
NO
If "yes", give location: _____

7. Check principal kind of business:

NUMBER	STREET	CITY	STATE	ZIP CODE
<input type="checkbox"/> Restaurant	<input type="checkbox"/> Tavern			
<input type="checkbox"/> Hotel	<input checked="" type="checkbox"/> Grocery Store		<input type="checkbox"/> Amusement Place	
<input type="checkbox"/> Club	<input type="checkbox"/> Package Store		<input type="checkbox"/> Department Store	
<input type="checkbox"/> Country Club	<input type="checkbox"/> Gaming Hall		<input type="checkbox"/> Convenience Store	

8. Give name and address of owner of premises: James Gilk The Glik Co 3248 Nameoki Rd, Granite City, IL 62040

9. Has a Liquor License been revoked at this location within the past year? NO

10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: Deborah A. Mas
25 Laura Lane, Highland, IL 62249. DOB 03/02/1970

A. Is such manager a resident of the City of Highland, Illinois? YES NO

11. If "yes", how long and address of person 19 years, 25 Laura Lane, Highland, IL 62249

12. Is this business located within 100 feet of any church, school, hospital, home for the aged or indigent persons or for veterans, their wives or children or any naval or military station? NO

A. If answer to the above is "yes", is your place of business a hotel offering restaurant service, a regularly organized club, a food shop, or other place where the sale of liquor is not the principal business carried on? _____

B. If answer to (A) is "yes", on what date was business started? _____

13. Have any manufacturers, importing distributor or distributor directly or indirectly paid or agreed to pay for this license, advanced money, or anything else of value. Except as specifically permitted in the Act, or any credit, (Other than merchandising credit in the ordinary course of business as specifically permitted in the Act), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? NO If answer is "yes", give particulars _____

14. Applicant Information: Name Christine S. Wheatley, Director

A. Residence Address 225 Lafayette Circle, Cincinnati, OH 45220
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Pittsburgh, PA
NAME OF CITY, COUNTY AND STATE

Date of Birth: 02-27-1971
Month Day Year

C. Are you a citizen of the United States? YES If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction NO

E. Have you ever made application for a liquor license for any other premises? _____

Date: _____ State disposition of application: _____

Give address: _____

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? NO If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? NO Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? NO Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? YES

15. Co-Applicant information: Name N/A

A. Residence Address _____
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: _____
NAME OF CITY, COUNTY AND STATE

Date of Birth: _____
Month Day Year

C. Are you a citizen of the United States? _____ If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction _____

E. Have you ever made application for a liquor license for any other premises? _____

Date: _____ State deposition of application: _____

Give address: _____

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? _____ If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? _____

16. State the Names, Home addresses and DOB of all officers and directors of said Corporation:

Name (Last,First,MI) Home Address (Street, City, State, Zip) Date of Birth

see attached

17. If a majority interest in the stock of the Corporation is owned by one person, or his nominees, state the name and address of such person: N/A

18. State the location and description of the premises or place of business which is to be operated under this license: (Attach a detailed diagram of property noting exits, entrances, location of bar, coolers and specific areas where retail liquor may be sold and consumed including and outside areas.) 2675 Northway, Highland, IL, Madison County
Street Address: _____

Owner of Property: Glik James M
Last First MI
Address: The Glik Co 3248 Nameoki Rd, Granite City, IL 62040
Street/ PO Box City State Zip
Lease from: Month 08 Day 06 Year 2014 TO
Month 08 Day 06 Year 2024

(Attach copy of lease to this application)

19. As to any officer, the proposed Manager, or any Director of the Corporation, or a Stockholder owning more than five percent (5%) in the aggregate of the stock in said Corporation, state as follows: Have any of the above ever made application for similar license at a different premises?

A. If yes, the disposition and date of said application N/A

B. State whether any of the above had a previous license revoked by the State, United States Government, or any political subdivision or city? NO

C. If yes, the reasons therefor _____

20. List Name, Addresses and Phone Numbers of five (5) references:

see attached

Name	Address	Phone

AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)

I (We) do solemnly swear (or affirm) that the statements given above are true and correct to the best of my (our) knowledge and belief; that I (We) will comply with all regulations of Federal, State and Local Liquor Control Laws; that a copy of an ordinance governing the sale at retail of alcoholic liquors and beverages in this municipality has been furnished to me (us); that I (We) understand the same, and agree to comply with all the provisions set forth therein.

I (We) agree to submit a copy of the State of Illinois Retail Dealers License when received. I shall attach to this application a financial statement listing all assets and liabilities of all owners. I shall attach certificates of proof of coverage for dram shop insurance.

I (We) swear (or affirm) that I (We) will not violate any of the laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this application are true and correct and are made for the purpose of inducing the City of Highland, Illinois to issue the license herein applied for

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF October, A.D., 2020



CHRISTINA L. RICE
Notary Public, State of Ohio
My Commission Expires:
February 24, 2025

Christina L. Rice

Notary Public

(SEAL)

APPLICANT (S):

Christine S. Wheatley, Director

Joseph W. Bradley, Asst. Treasurer

Christine S. Wheatley
Joseph W. Bradley

KRGP Inc, General Partner of Kroger Limited Partnership 1

Kroger Limited Partnership 1

Domestic Jurisdiction: Ohio

Date of Formation: 1997

FEIN: 31-1569568

Name	Title	SSN	Address	State / County	Phone	Drivers License	DOB	U S Citizen	Elected Date	Ownership
Wheatley, Christine S.	Director and General Counsel	161-56-7681	225 Lafayette Circle Cincinnati, OH 45220 cell: 513-604-1372	OH // Hamilton	513-762-4425	OH RG288722	2/27/1971	Yes	5/23/2014	0%
Fike, Carin L.	Vice President and Treasurer	288-56-9427	7500 Brill Rd. Cincinnati, OH 45243	OH / Hamilton	513-762-4911	OH RN994075	5/12/1968	Yes	4/26/2017	0%
Krekele, Marion Dan	Vice President and Assistant Treasurer	305-64-7017	2027 Ober Brienz Ln Franklin, TN 37064	TN / Williamson	615-232-9777	TN 090887491	11/20/1954	Yes	6/22/2017	0%
Cossey, Jacqueline L.	Vice President	253-53-3411	401 Old Pleasant Grove Rd, Apt 733, Mt. Juliet, TN 37122	TN / Wilson	615-232-9531	TN 135094285	9/15/1984	Yes	6/25/2020	0%
Roberts, Dorothy D.	Assistant Secretary	294-76-4249	4640 Whispering Oak Trail Cincinnati, OH 45247	OH / Hamilton	513-762-4437	OH RK266531	6/21/1964	Yes	6/23/2005	0%
Bradley, Joseph W.	Vice President and Assistant Treasurer	218-74-6367	1165 Abbott Rd. Batavia, OH 45103	OH / Clermont	513-762-4000	OH RW309656	11/1/1961	Yes	9/13/2012	0%

Kroger Limited Partnership 1

Owner Name	Owner Type	Ownership %	As of Date	Start Date
KRGP Inc.	General Partner	1	10/9/1997	10/9/1997
The Kroger Co.	Limited Partner	99	12/30/2000	12/30/2000



THE KROGER CO.

1014 Vine Street
Cincinnati OH 45202

Star Morgan

Senior Manager, Treasury Operations

513-762-1343

FAX 513-762-1203

star.morgan@kroger.com

October 22, 2020

To Whom It May Concern:

Please be advised that our divisions are wholly owned subsidiaries of The Kroger Co. The Kroger Co is a publicly traded company. Our financial information, which includes prior year annual statement, current year-to-date earnings, and corporate officers, is available at:
<http://ir.kroger.com>

Our annual statement is available in Adobe Acrobat format and there is a link to download free Adobe Acrobat software if you do not already have this.

Thank you,

A handwritten signature in cursive script that reads "Star M. Morgan".

Star Morgan
Sr. Mgr. Treasury Operations



The State of Ohio

Bob Taft

Secretary of State

994071

Certificate

is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: CLP

of:

KROGER LIMITED PARTNERSHIP I

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 6030 at Frame 1089 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 9TH day of OCT
A.D. 19 97 .



Bob Taft
Bob Taft
Secretary of State



06030-1089

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form CLP (July 1994)

Approved JK
Date 10/9/97
Fee \$85*
97100916501

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership in accordance with Ohio Revised Code Chapter 1782, do hereby certify as follows:

1. The name of the limited partnership shall be Kroger Limited Partnership I
(see instruction #1 regarding name)

2. The address of the principal place of business of the partnership shall be:

1014 Vine Street
(street and number)
Cincinnati Ohio 45202
(city, village or township) (state) (zip code)

3. The name and address of the limited partnership's agent for service of process in Ohio is:

Paul W. Heldman 1014 Vine Street
(name of agent) (street and number)
Cincinnati 45202
(city, village or township) (zip code)

4. The name and business or residence address of each GENERAL PARTNER is:

Name	Address
KRGP Inc.	1014 Vine Street, Cincinnati, Ohio 45202

(If insufficient space to cover this item, please attach additional sheet)

06030-1090

5. The undersigned hereby certify that this limited partnership has been in existence since N/A (date of filing with county recorder's office), and that this certificate is being filed solely to comply with Ohio Revised Code Section 1782.63(A)(1).

The foregoing item 5 is to be completed, and is applicable ONLY IF the subject limited partnership was in existence prior to July 1, 1994. If not applicable, please insert "N/A" in the blank designated for the pre-existing date.

6. Other provisions (optional):
The formation of the limited partnership shall be effective on November 29, 1997, at 12:01 A.M.

(If insufficient space for additional provisions, please attach a separate sheet)

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be executed this 3rd day of October, 1997.

KRGP Inc.
By: Paul W. Heldman
Paul W. Heldman
Vice President and Secretary

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

INSTRUCTIONS

1. Pursuant to ORC 1782.02, the name of the limited partnership must include the words "Limited Partnership", "L.P.", "Limited", or "Ltd.", and shall NOT contain the name of a limited partner unless either of the following are true:
 - a. It is also the name of a general partner;
 - b. the business of the limited partnership had been carried on under that name before the admission of that limited partner.
2. Pursuant to ORC 1782.01(H), a limited partnership must be created by a minimum of two persons. The certificate must be signed by all General Partners.
3. *If this certificate of limited partnership is being filed solely to comply with the provisions of Ohio Revised Code Section 1782.63(A)(1), then no filing fee is required.

[Ohio Revised Code Section 1782.08]



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/20/2003	200305002388	DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	25.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CSC-LAWYERS INCORPORATING SERVICE
1201 HAYS ST
TALLAHASSEE, FL 32301

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

994071

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KROGER LIMITED PARTNERSHIP I

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC AGENT SUBSEQUENT APPOINTMENT

Document No(s):

200305002388



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 18th day of February,
A.D. 2003.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453) 32

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 <small>*** Requires an additional fee of \$100 ***</small>
<input checked="" type="radio"/> No	PO Box 788 Columbus, OH 43216

STATUTORY AGENT UPDATE

(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee \$25.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) Subsequent Appointment of Agent <input type="checkbox"/> Corp <input checked="" type="checkbox"/> LP (165-AGS) <input type="checkbox"/> LLC (177-LSA)	(2) Change of Address of an Agent <input type="checkbox"/> Corp <input type="checkbox"/> LP (145-AGA) <input type="checkbox"/> LLC (144-LAD)	(3) Resignation of Agent <input type="checkbox"/> Corp <input type="checkbox"/> LP (155-AGR) <input type="checkbox"/> LLC (153-LAG)
--	---	--

Complete ALL of the general information in this section for the box checked above.

Name of Entity KROGER LIMITED PARTNERSHIP I

Charter or Registration No. 994071

Name of Current Agent Paul W. Heldman

Complete the information in this section if box (1) is checked.

Name and Address of New Agent

CSC-Lawyers Incorporating Service (Corporation Service Company)
(Name)
50 West Broad Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Columbus Franklin Ohio 43215
(City) (County) (State) (Zip Code)

ACCEPTANCE OF APPOINTMENT

The Undersigned, CSC-Lawyers Incorporating Service (Corporation Service Company), named herein as the Statutory agent for, KROGER LIMITED PARTNERSHIP I, hereby acknowledges and accepts the appointment of statutory agent for said entity. CSC-Lawyers Incorporating Service (Corporation Service Company)

Signature: Jeanine Reynolds Jeanine Reynolds
(Statutory Agent) Assl. Vice President

* If the entity listed is a foreign corporation, the agent does not have to sign the Acceptance of Appointment

Complete the information in this section if box (2) is checked.

Old Address of Agent

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) Ohio (State) (Zip Code)

New Address of Agent

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) Ohio (State) (Zip Code)

Complete the information in this section if box (3) is checked.

Is this agent resigning?

Yes No

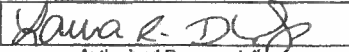
Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

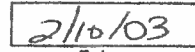
REQUIRED

Must be authenticated (signed) by an authorized representative (See Instructions)



Authorized Representative

Laura R. Dunlap



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com 320	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CHI-009574433-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability: \$1,000,000 <input checked="" type="checkbox"/> Druggists Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SIR \$3MIL		XSL G7156521A	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Rulers # 320 2675 Northtown Way Highland, IL 62249 Madison County

CERTIFICATE HOLDER City of Highland, Illinois - Liquor Licensing Attn: Joseph R. Michaelis, Mayor, Liquor Commissioner Highland Police Station, 820 Mulberry St. Highland, IL 62249	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED KROGER LIMITED PARTNERSHIP I THE KROGER CO. ATTN: JIM AALBERG 1014 VINE ST CINCINNATI, OH 45202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Kroger Co. or its designee will endeavor to mail 30 days' notice of cancellation (or 10 days for non-payment) to the certificate holder. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

File Number

0241-015-0



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE KROGER CO., INCORPORATED IN OHIO AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 17, 1922, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 5TH day of AUGUST A.D. 2020 .

Jesse White

SECRETARY OF STATE

Verify that all of your Illinois Business Authorization information is correct.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

KROGER LP I

DBA: RULER #320

2675 NORTHTOWN WAY
HIGHLAND IL 62249-1122

Loc. Code: 060-0015-0-001
Highland
Madison County

Expiration Date:
11/30/2020

Certificate of Registration
Sales and use taxes and fees (2872-1421)

ILLINOIS REVENUE
[Signature]
Director

Issued Date: 10/01/2019

OFFICIAL DOCUMENT

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT



KROGER LP I

DBA: KROGER
RULERS#320
2675 NORTHTOWN WAY
HIGHLAND IL 62249-1122

Expiration Date:
2/28/2021

License
Cigarette and Tobacco Products Retailer (CT-16291)

This person or business is authorized under the Cigarette Tax Act and the Tobacco Products Tax Act of 1995 as a retailer of cigarettes and tobacco products in Illinois.



ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: 01/30/2020

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX23 49X8 9126#
KROGER LP I
KROGER
2675 NORTHTOWN WAY
HIGHLAND IL 62249-1122

January 30, 2020



Letter ID: CNXXXX2349X89126

License No: CT-16291

Account ID: 43117902

We have enclosed your License.

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct. If any corrections are needed you must contact us immediately at the telephone number listed below.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

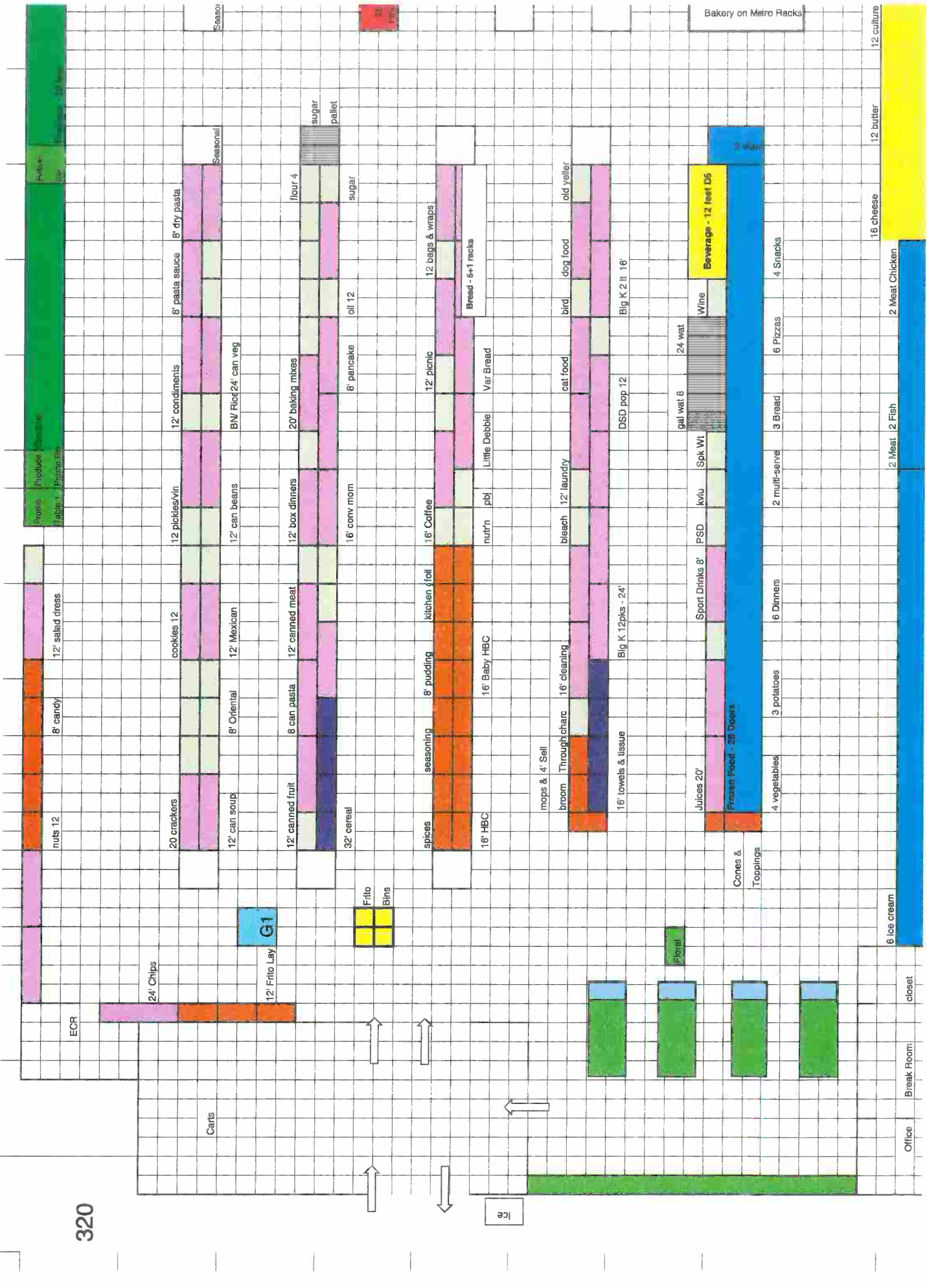
Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

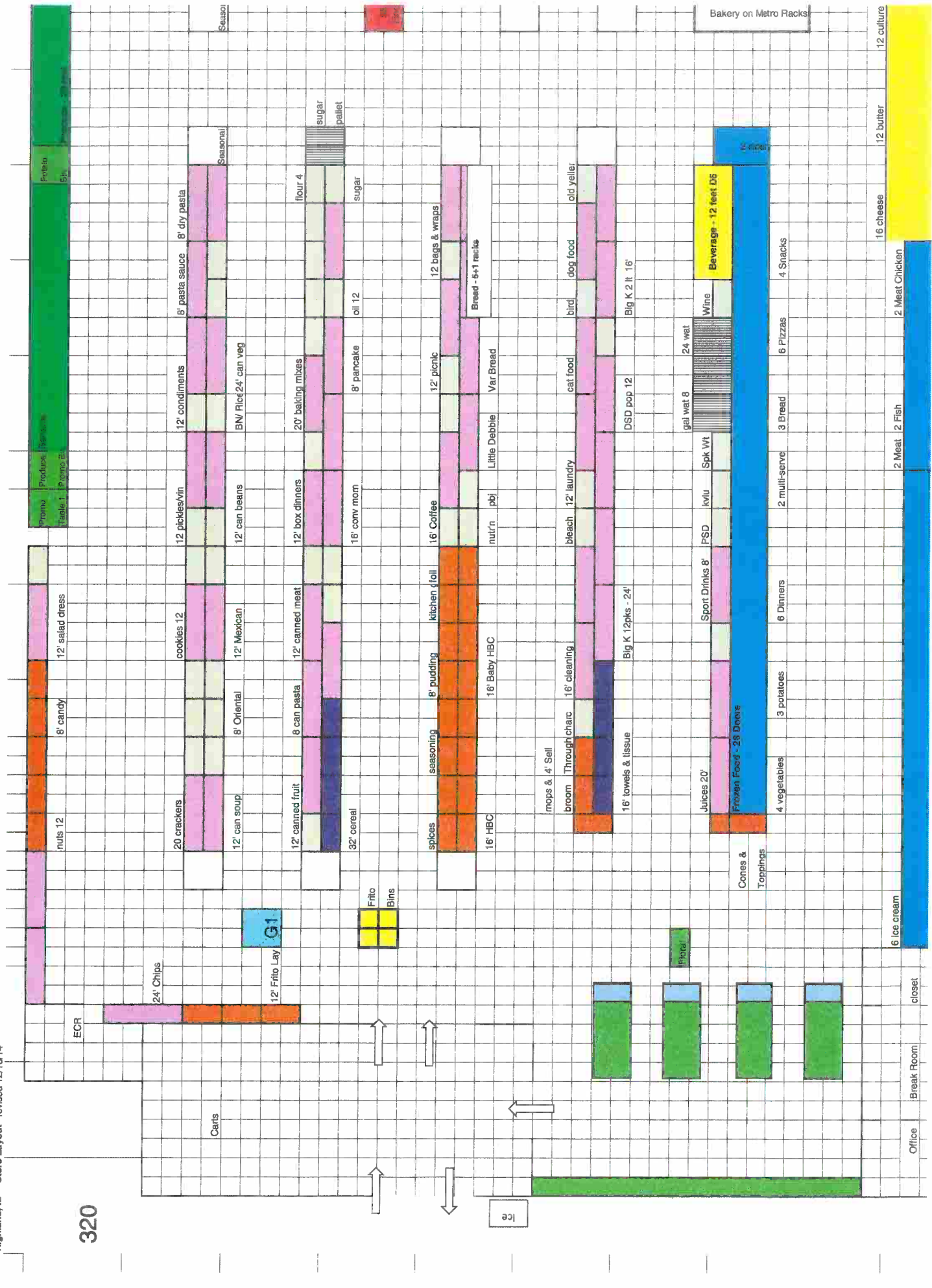
217 785-3707

320

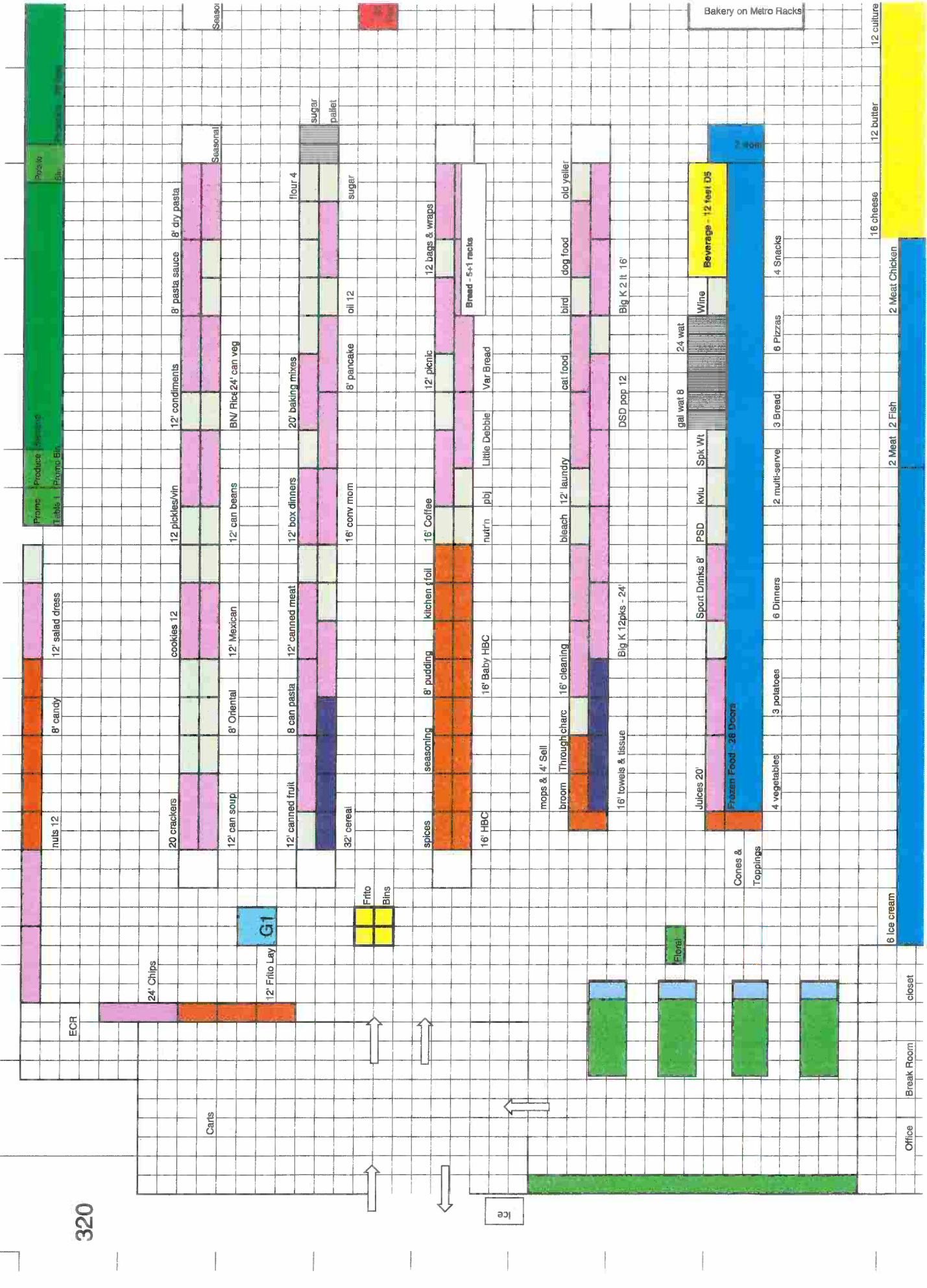


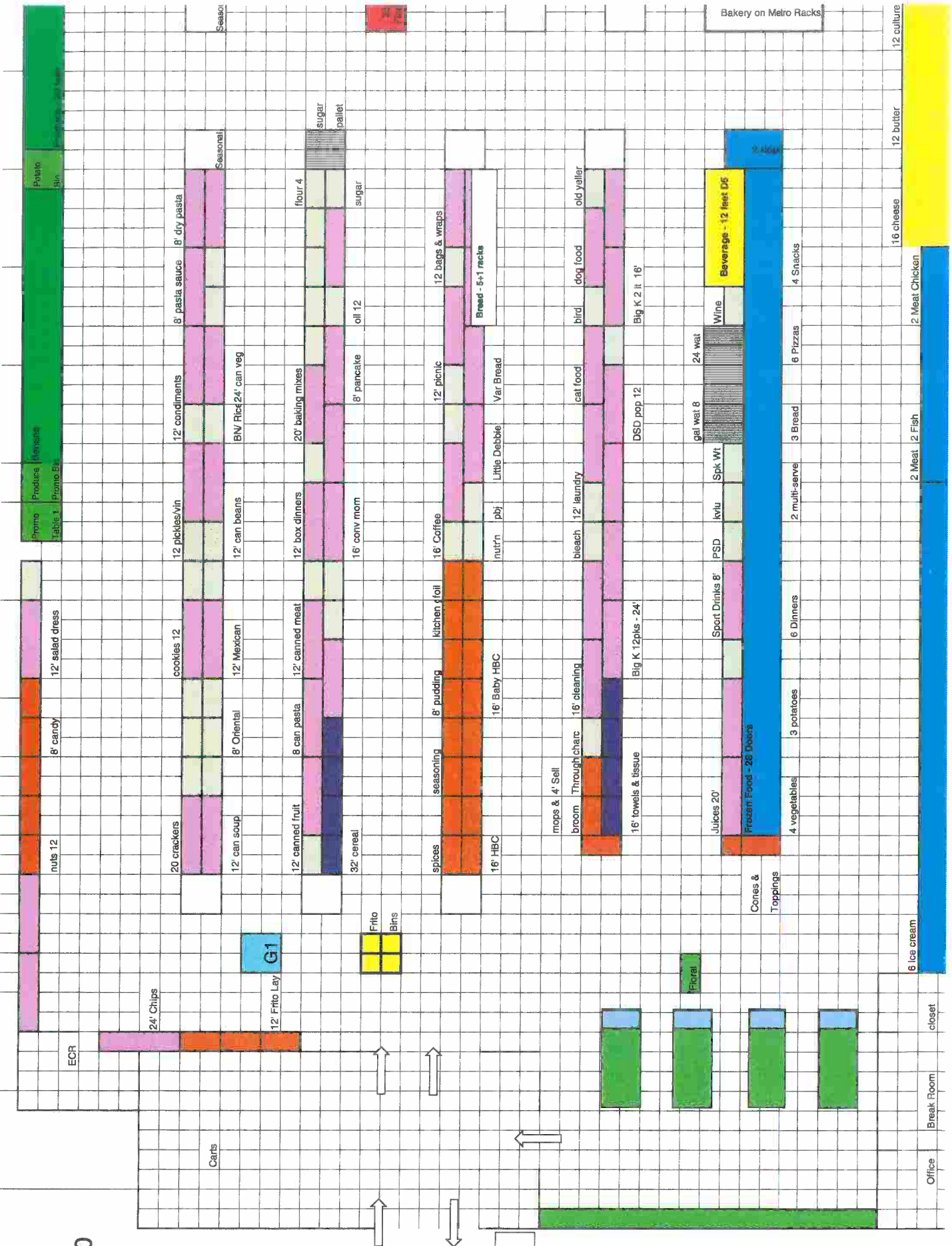
12 culture
12 butter
16 cheese
12 culture
12 butter
16 cheese
2 Meat Chicken
2 Meat Fish
2 Meat
6 ice cream
6 ice cream
6 ice cream
6 ice cream
6 ice cream

320



320





Office

Break Room

closet

6 Ice cream

2 Meat, 2 Fish

2 Meat, 2 Chicken

16 cheese

12 butter

12 culture

Prepared by and
After recording return to:
Kyle Grubbs, Esq.
The Kroger Co.
1014 Vine Street
Cincinnati, OH 45202

Ruler Store #320

LEASE FOR RECORDATION

WITNESSETH

This Lease for Recordation is made as of the 6th day of August, 2014, by and between THE GLIK COMPANY, a Delaware corporation ("**Landlord**"), and KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership ("**Tenant**").

For and in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby demise unto Tenant, subject to the provisions of that certain Lease Agreement ("**Lease Agreement**") between Landlord and Tenant of even date herewith, which Lease Agreement is incorporated herein by reference and made a part hereof, the storeroom which is approximately 19,955 square feet in size ("**Demised Premises**"), being situated at 2675 Northtown Way, Highland, IL 62249 which is shown on the plot plan ("**Plot Plan**") attached to the Lease Agreement, with the Demised Premises being cross-hatched thereon, together with all rights, privileges and appurtenances thereunto appertaining.

This Lease for Recordation and the Lease Agreement are hereinafter collectively referred to as the "**Lease**".

The Demised Premises are located in Northtown Shopping Center (“**Shopping Center**”) which is located in the City of Highland, County of Madison, and State of Illinois, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Together with a non-exclusive easement over that improved portions of the Shopping Center not occupied by building area as shown on the Plot Plan including, but not limited to, sidewalks, parking spaces and vehicular access points to the adjacent roadway (“Common Area”), for parking, without charge, and unobstructed vehicular and pedestrian passage by Tenant and its employees, agents, contractors, invitees and licensees.

The Lease shall be for a term of ten (10) years and zero (0) months commencing on the earlier of (a) one hundred twenty (120) days after the date that Landlord delivers possession of the Demised Premises to Tenant or (b) the date that Tenant opens for business in the Demised Premises for retail business to the public (“**Rent Commencement Date**”), and expiring on the last day of the one hundred twentieth (120th) month thereafter, at midnight, together (unless not exercised) with three (3) successive renewals hereof, each for a term of five (5) years, upon the same terms and conditions set forth herein, except as to term, number of renewals and as otherwise expressly set forth in the Lease. Tenant shall be deemed automatically to have availed itself of an ensuing renewal term, unless it shall furnish Landlord notice of its intention not to renew the Lease at least one hundred twenty (120) days prior to the expiration date of the term then in effect. In the event that Tenant notifies Landlord of its intention not to renew the Lease, all successive renewal terms thereupon shall terminate.

Landlord hereby imposes the following restrictions over the Shopping Center for the benefit of Tenant, its subtenants and assignees, and their respective successors and assigns. These restrictions will apply only during the term of the Lease. These restrictions shall not apply to any tenant (or assignee or subtenant) with an existing lease in the Shopping Center to the extent Landlord cannot control such tenants’ use of its premises. In addition these restrictions shall not apply to any extension, renewal, replacement or amendment of the Dollar General lease so long as the Dollar General’s use clause is not amended to allow Dollar General additional usage rights that would be in violation of these restrictions and provided Dollar General has not assigned its lease or sublet its premises to an unrelated third party. In addition if Tenant, or any subtenant or assignee, permanently (as opposed to temporary closures due to remodelings, casualty, labor dispute, condemnation, force majeure, or other reasons or conditions beyond the control of Tenant or its subtenant or assignee) ceases its grocery store operation in the Demised Premises for a period of 365 consecutive days, these restrictions will no longer be applicable other than those restrictions applicable to the sale of sexually explicit products or drug-related paraphernalia.

1) No portion of the Shopping Center, except the Demised Premises, shall be used as a food store or food department, or for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them, for off-premises consumption, provided that nothing herein shall prevent any occupant of the Shopping Center from selling such products as an incidental part of its principal business so long as the total number of square feet of building area devoted to the display for the sale thereof does not exceed five percent (5%) of the total number of square feet of building area occupied by same or five hundred (500) square feet, including, in either case, one-half of the aisle space adjacent to any such display area, whichever is smaller. Notwithstanding anything to the contrary, this provision shall not prohibit the operation of a restaurant including, but not limited to, ice cream stores, coffee shops, and fast food restaurants, even if a significant percentage of their operation consists of “take out” or “carry out” food prepared in the restaurant.

2) No portion of the Shopping Center, except the Demised Premises, shall be used as a bowling alley, health club or fitness center of more than 5,000 square feet, nightclub, theater, disco, skating rink, sit down restaurant having seating for more than 75 people (unless such sit down restaurant’s primary entrance is at least 100’ from the Demised Premises’ closest demising wall), and no portion of the Shopping Center, including the Demised Premises, shall be used for a business which principally features sexually explicit products or drug-related paraphernalia. No portion of the Shopping Center within the Restricted Building Area shall be used as a bowling alley, fitness center or health club.

3) No portion of the Common Area within the area labeled the RBA on the attached Exhibit H (the “RBA”) shall be improved with building area, or shall be altered or removed, without the prior written consent of Tenant.

4) No portion of the Common Area shall be encumbered by any easement, right of way, license or other servitude for the purpose of parking on or vehicular passage across the Common Area benefiting property outside of the Shopping Center without the prior written consent of Tenant which will not be unreasonably withheld.

5) In the event that commercial property contiguous to the Shopping Center is now, or at any time during the term hereof, developed or owned, directly or indirectly, by Landlord, or a subsidiary or affiliate thereof, the restrictions set forth in Paragraph 1 above shall extend to such property and Landlord further agrees that it, or such subsidiary or affiliate, will not convey all or any portion of such property without imposing thereon a restriction to secure compliance with the terms of this Lease for Recordation. If any of the restrictions set forth herein are violated, Tenant shall be entitled to terminate the Lease in addition to all remedies available at law or in equity, provided that Tenant first serves notice of the violation to Landlord and any

mortgagee of Landlord, the name and address of which Tenant previously has been furnished written notice thereof, and permits same to remedy such violation within sixty (60) days after receipt of notice.

Should Tenant remain in possession of the Demised Premises after the expiration or termination of the Lease, it shall be deemed a tenant from month to month upon the same terms and conditions, except as to term, as herein provided, unless Tenant fails to vacate the Demised Premises following its receipt of notice from Landlord that Landlord is terminating such month to month tenancy, in which event Tenant shall thereafter pay Rental (as defined in the Lease Agreement) in an amount equal to one hundred twenty five percent (125%) of Rental due during the period immediately preceding such termination. If Tenant holds over and Landlord provides Tenant with written notice that Tenant must vacate the Demised Premises and Tenant fails to vacate within 90 days of such notice, Tenant shall be liable for actual damages suffered by Landlord resulting from Tenant's failure to so vacate.

Landlord shall record one counterpart of this Lease for Recordation and furnish same, with the recordation information affixed, to Tenant within thirty (30) days from the date hereof. If Landlord fails to record within thirty (30) days, Tenant may do so and deduct the cost + \$50 from the next month's Rental. At the end of the term, upon Landlord's written request, Tenant agrees to execute in recordable form a release agreement confirming the expiration of the Lease term with the cost being borne by the Landlord.

The provisions hereof shall run with the land so long as the Lease remains in effect, and shall bind and inure to the benefit of each party hereto and its heirs, executors, administrators, trustees, successors and assigns.

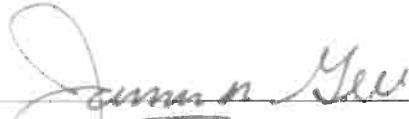
IN WITNESS WHEREOF, this Lease for Recordation has been duly executed in three (3) counterparts, each of which constitutes a separate and binding agreement.

Witnesses for Landlord:

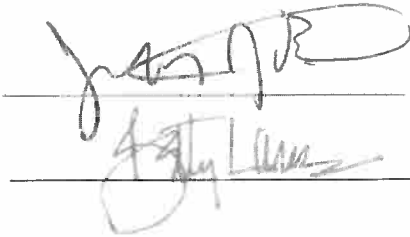


LANDLORD:

THE GLIK COMPANY, a Delaware corporation

By: 
Name: James M. Gou
Title: Vice President


Witnesses for Tenant:



TENANT:

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

By: KRGP Inc., an Ohio corporation,
its general partner

By: 
Name: Terry M. Evans
Title: Vice President



(Landlord Acknowledgement)

STATE OF Illinois)

COUNTY OF Madison)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared JAMES GILK, GILK of The Gilk Co, a(n) Delaware Corp, with whom I am personally acquainted and who upon oath acknowledged himself to be such Vice President of Gilk Co, and that He as such officer, being authorized to do so, executed this instrument for the purposes therein contained by signing in the name of the Gilk Co as such officer.

Witness my hand and official seal this 30 day of July, 2014.

Sept 26, 2017

My Commission Expires

David S. Hull

Notary Public



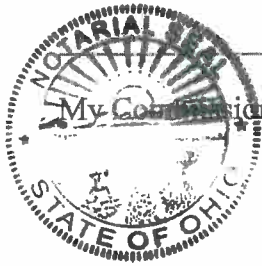
(Tenant Acknowledgement)

STATE OF OHIO)


COUNTY OF HAMILTON)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Terry M. Evans, Vice President of KRGP Inc., an Ohio corporation, general partner of Kroger Limited Partnership I, an Ohio limited partnership, Tenant in the foregoing Lease, with whom I am personally acquainted and who upon oath acknowledged himself to be such officer of KRGP Inc., and that he as such Vice President, being authorized so to do, executed the instrument for the purposes therein contained by signing in the name of the corporation and the limited partnership as such officer.

Witness my hand and official seal this 10th day of ~~July~~^{August}, 2014.



Betty R. Lane
Notary Public, State of Ohio
My Commission Expires 04-10-2016



Notary Public

EXHIBIT A

Parcel 1

The North 80 feet of Lot 1 in Genteman's Subdivision, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 39, page 15.

Parcel 2

The real estate described in Warranty Deed, dated January 14, 1972 recorded January 14, 1972 in Book 2805 beginning at Page 228 including the part of the following described tract which is described in said Warranty Deed recorded in Book 2805 beginning at Page 228.

A tract of land in the Southeast Quarter of the Northwest Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois being more particularly described as follows:

Beginning at the intersection of the South line of the Northwest Quarter of Section 32 with the Southerly prolongation of the West line of Lot 1 in the "Northtown Subdivision" as recorded in Plat Cabinet 51 on Page 101, Madison County records; thence North 89 degrees 05 minutes West along the South line of said quarter section 350 feet; thence North 647.68 feet to an iron pin; thence South 89 degrees 05 minutes East 290 feet to an iron pin; thence South 147.68 feet to an iron pin; thence South 89 degrees 05 minutes East along the South line thereof 60 feet to the Northwest corner of Lot 1 in "Northtown Subdivision;" thence South along the West line thereof 500.00 feet to the point of beginning, containing 5.00 acres.

Situated in the County of Madison in the State of Illinois.

LEASE AGREEMENT

This Lease Agreement is made as of the 6th day of August 2014, by and between THE GLIK COMPANY, a Delaware corporation (“**Landlord**”), and KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a certain Lease for Recordation of even date herewith demising unto Tenant the storeroom (“**Demised Premises**”) which is cross-hatched on the plot plan (“**Plot Plan**”) attached as Exhibit “A” hereto and made a part hereof, located at 2675 Northtown Way situated in the City of Highland, County of Madison, and State of Illinois in the Northtown Shopping Center (the “**Shopping Center**”) and described more particularly in the above-described Lease and containing approximately 19,955 square feet of space subject to final survey; and

WHEREAS, Landlord and Tenant desire to enter into this Lease Agreement in furtherance of the Lease, which Lease for Recordation and Lease Agreement are hereinafter collectively referred to as the “**Lease**”.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. A. Landlord warrants that the Demised Premises and the Shopping Center are constructed in accordance with the Plot Plan, which shows, by way of illustration but not limitation, all buildings, driveways, sidewalks, parking spaces and vehicular access points to adjacent roadways situated in the Common Area. The term “**Common Area**” as used herein shall mean the improved portions of the Shopping Center not occupied by building area as shown on the Plot Plan. Landlord specifically reserves the right from time to time and without the consent of Tenant in the area outside the Restricted Building Area as shown on Exhibit “H”, provided that any changes shall not affect access points, reduce the size or number of parking spaces to below a ratio of 4.0:1,000 SF GLA, or adversely affect traffic flow: (i) to change the number, size, height (including additional stores) or locations of the buildings or common areas in the Shopping Center as Landlord may deem proper; (ii) construct building(s) and/or kiosk(s) on or in the common area; or (iii) to add additional land or buildings or both to the Shopping Center. Landlord intends to develop the south side of the Shopping Center in a manner similar to that shown on Exhibit “L” (“**Landlord’s Development Plans**”) but shall not modify or change the primary center ingress/egress point or drive aisles as defined in Exhibit H. No portion of the Common Area within the Restricted Building Area shall be improved with building area, or shall be altered or removed, without the prior written consent of Tenant. Tenant acknowledges that

the Ace Hardware Tenant has the right to use approximately 16 parking spots near Ace Hardware's premises for a garden store, that Dollar General has rights to use the sidewalk in front of Dollar General's store for the sale of merchandise. Tenant accepts the Demised Premises in "AS IS" condition with no warranties or representations except as provided in the Lease including, but not limited to, **Exhibit "B-1"**.

B. Landlord warrants (i) that during the term of the Lease the Demised Premises and the Shopping Center shall be structurally safe and sound, well built, and fit, and that Landlord shall maintain same in such condition, (ii) that the Demised Premises and the Shopping Center have been constructed in accordance with all applicable laws, rules, regulations and ordinances and (iii) that to the best of Landlord's knowledge, except as expressly set forth in this Lease Agreement, no hazardous substances have contaminated the Demised Premises, and no condition exists which could cause a government agency to require corrective action. An asbestos survey dated February 20, 2013 was prepared by Farmer Environmental Services, LLC, a copy of which has been delivered to Tenant. Any asbestos containing material presently existing in the Demised Premises shall be removed from the Demised Premises by Landlord at its expense, by the Possession Date (as defined below).

C. Landlord, at its sole cost and expense, within one hundred twenty (120) days following the date hereof (the "**Possession Date**"), shall cause the completion of the items set forth in **Exhibit "B-1"** attached hereto and made a part hereof (collectively, "**Landlord's Work**") in a good and workmanlike manner. Tenant agrees that in the event Landlord does not deliver possession of the Demised Premises within the one hundred twenty (120) day period, such delay shall not affect the validity of this Lease or the Tenant's obligations hereunder so long as Landlord is diligently pursuing the completion of its work. For every day of delay past the 120-day period, Tenant shall take as a credit two (2) days of free Rental and one (1) day of waived CAM Obligations (as hereafter defined), Insurance and real estate tax expenses. However, if the Demised Premises are not delivered to Tenant within one hundred fifty (150) days following the date hereof, regardless of the reason for the delay, Tenant will have the right to: (i) terminate the Lease by giving Landlord notice within thirty (30) days after the end of the 150th day, and/or (ii) recover from Landlord expenses incurred by Tenant, not to exceed One Hundred Thousand Dollar (\$100,000.00), which sum shall be paid by Landlord to Tenant within ten (10) days of demand. Notwithstanding the foregoing, Landlord will deliver the space known as 2675 Northtown Way per the attached Exhibit "**B-1**" attached hereto and made a part hereon.

D. Tenant intends, but is not obligated to make certain alterations and improvements to the Demised Premises and the Shopping Center following the Possession Date as generally described on attached **Exhibit "B-2"** (collectively, "**Tenant's Initial Work**"). As part of Tenant's Initial Work, Tenant may, in its sole and absolute discretion, complete certain improvements outside of the Demised Premises as generally shown in **Exhibit "C"** attached hereto and made a part hereof ("**Tenant's Exterior Work**") in a good and workmanlike manner. Notwithstanding the foregoing, Tenant shall be allowed to place its standard corporate signage and logo on the front façade, and side of the Premises and on the pylon sign under the guidelines of Landlord's sign criteria, and subject to local codes and ordinances. The pylon sign dimensions shall be a 2' x 10' double sided panel. The location of Tenant's pylon sign is shown on **Exhibit "K"**. Tenant will pay Landlord a one-time fee of \$5,504 for use of the pylon.

E. Landlord will provide Tenant access to the demised premises for preparation of Tenant's construction plans. At that time, Landlord will provide all existing building information available for the demised premises. Useful information shall include but not be limited to: Asbestos Reports, Environmental Reports, Plot Plan(s), Site Utility Plan, any Construction or Remodel Documents, Architectural Drawings, and As-Builts.

F. Tenant shall, at Tenant's expense, prepare plans and specifications for Tenant's Work (hereinafter referred to as the "**Plans**") and submit the same to Landlord for approval of details in the plans and specifications affecting the exterior of the Demised Premises. Landlord shall review and either approve or disapprove the Plans. Landlord's approval shall not be unreasonably withheld. If Landlord disapproves all or any portion of the Plans, Landlord shall give Tenant a written explanation of the reasons for the disapproval, and Tenant shall, within ten (10) days, submit revised plans and specifications for Landlord's review and approval. Landlord's review and approval of Tenant's plans and specifications is limited to the exterior portions of the Premises. Notwithstanding anything in the Lease to the contrary, Tenant shall include in its initial construction of the Demised Premises a new HVAC system.

G. Tenant shall, at its sole expense, complete Tenant's Work and obtain all occupancy permits. All of Tenant's Work shall be performed in accordance with all applicable code, governmental, legal and insurance requirements. Tenant will consult with Landlord from time to time concerning the scheduling and progress of Tenant's Work so as to keep Landlord informed of the progress and the estimated completion date for each portion of Tenant's Work. Landlord or its representative shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting Tenant's Work to verify that it conforms with the approved Plans.

H. Landlord shall deliver Tenant exclusive possession of the Demised Premises on the Possession Date with all of Landlord's Work, including without limitation punch list items, completed. Upon substantial completion of Landlord's Work, Landlord shall notify Tenant, Tenant shall inspect and deliver to Landlord a punch list of defective or unfinished work, and Landlord shall complete such punch list. If Landlord fails to complete the punch list within fifteen (15) days after receiving it from Tenant, Tenant may, without obligation to do so, complete the punch list and deduct the cost thereof plus twenty-five percent (25%) from Rental (as hereinafter defined).

I. If due to reasons beyond Tenant's reasonable control and, through no fault of its own, Tenant does not obtain building permits to conduct Tenant's Initial Work within thirty (30) days following application therefor, the Rental Commencement Date (as hereinafter defined) shall be delayed by one (1) day for each day beyond expiration of such thirty (30) day time period until such permits are obtained. However, if such building permit issuance is delayed due to any circumstance or condition with respect to the Demised Premises or the Shopping Center that is due to the acts or omissions of Landlord, the Rental Commencement Date shall be extended by two (2) days for each day beyond the expiration of such thirty (30) day time period until such permits are obtained. If all such building permits are not issued to Tenant through no fault of its own within one hundred twenty (120) days following Tenant's initial

application for same, Tenant may terminate the Lease by written notice to Landlord, whereupon the parties hereto shall be relieved of any further obligations under the lease.

2. Landlord shall furnish any apparatus or material and shall perform such work in or about the Shopping Center outside of the Demised Premises as may be required by any governmental authority, unless such requirements are imposed solely by reason of the particular type of business conducted in the Demised Premises or alterations in the Demised Premises made by Tenant, in which case Tenant shall furnish apparatus or material and shall perform such work.

3. Tenant shall pay Landlord as rental (“**Rental**”) for the Demised Premises as follows:

Years:	Annual Rental:	Monthly Rental:
Years 1-2:	\$0.00	\$0.00
Year 3:	\$71,000	\$5,916.67
Years 4-10:	\$100,000.00	\$8,333.33 (Primary Term)
Years 11-15:	\$100,000.00	\$8,333.33 (Option Period 1)
Years 16-20:	\$110,000.00	\$9,166.67 (Option Period 2)
Years 21-25:	\$121,000.00	\$10,083.33 (Option Period 3)

Rental shall commence on the first day of the third (3) year of the Lease (“**Rental Commencement Date**”). Rental for any partial month shall be prorated and adjusted between the parties.

4. A. Landlord shall be responsible, at its sole cost and expense, for the repair, upkeep, maintenance and replacement of all portions of the Common Area (“**CAM Obligations**”), including, but not limited to, parking areas and drives, pedestrian walkways, parking lot light standards, sidewalks, ramps, uncovered docks and dock walls, signs (except Tenant’s standard pylon and fascia signs) and landscaping. The CAM Obligations shall be performed by Landlord in a diligent, timely, and complete manner. Snow, ice and debris removal shall be performed by Landlord with such frequency as is necessary to prevent an accumulation of same. In the event that Tenant believes, in Tenant’s reasonable judgment, that Landlord has failed to perform the CAM Obligation in the manner and to the standards required herein, Tenant shall be entitled, after giving Landlord ten (10) days prior written notice, to perform any or all of such CAM Obligations on behalf of Landlord, and to deduct all costs incurred by reason thereof from Rental or other sums payable by Tenant under the Lease. Should Landlord commence to cure within such ten (10) day period, then Landlord shall have an additional thirty (30) days to perform its CAM Obligations before Tenant may exercise its rights set forth herein, provided Landlord pursues such cure continuously and diligently to completion in Tenant’s sole reasonable judgment. In the event of an emergency threatening or causing injury to persons or property, or a disruption to store operations, no notice shall be required for Tenant to cure and deduct its costs as set forth above.

B. Commencing on the earlier of (i) the 121st day following the Possession Date or (ii) the date Tenant opens for business in the Demised Premises for retail business to the public (the earlier of (i) or (ii), the “**CAM Commencement Date**”), Landlord shall invoice Tenant, quarterly estimates (to be reconciled annually), for Tenant's pro rata share of the actual costs incurred by Landlord in Landlord's performance of the CAM Obligations (“**CAM Charges**”), prepared on the form attached as Exhibit “D” hereto and made a part hereof. Tenant will pay CAM charges quarterly based upon Landlord's reasonable estimates without Landlord having to complete Exhibit D. At the end of the year, Landlord will complete Exhibit D but, notwithstanding anything in Exhibit D to the contrary, will not have to provide copies of invoices. Landlord agrees to provide copies of specific invoices upon Tenant's request and provide other back-up information as reasonably requested by Tenant. Upon 10 days' notice, Tenant shall have the right to audit Landlord's records of CAM Charges, including the backup invoices and documentation necessary to evidence the work performed and the payment made therefor, and the manner in which Tenant's pro rata share was calculated. Tenant shall reimburse Landlord for such pro rata share within thirty (30) days after its receipt of the invoice and documentation set forth above. Tenant's Pro Rata Share shall be in the ratio set forth in Section 4.C. In no event shall Tenant be responsible for any portion of Landlord's costs associated with or related to: (i) office overhead, management fees, salaries, depreciation, and administrative costs; (ii) replacements of a capital nature; (iii) expenditures which typically would be capitalized as opposed to expensed, or those which add value to the Shopping Center rather than returning the Shopping Center to its prior condition; (iv) security costs; or (v) any single expenditure where Tenant's pro rata share exceeds \$7,500.00 for which Landlord has not received Tenant's prior written approval. Additionally, in no event shall Tenant be obligated to reimburse any increases in CAM Charges exclusive of (a) real estate taxes, (b) insurance, (c) snow and ice removal, (d) common area utilities, and (e) any single expenditure exceeding \$1,000 for which Landlord has received Tenant's prior written approval (hereinafter referred to as “**Net CAM Charges**”) following the first fiscal year (the first fiscal year being August 1, 2013 through July 31, 2014) otherwise payable by Tenant under this Paragraph 4B that would cause Tenant's aggregate expenditures for Net CAM Charges reimbursement in a given fiscal year to exceed Net CAM Charges in the immediately preceding fiscal year by more than four percent (4%) per year on a non-cumulative basis. Landlord acknowledges the need for Tenant to close its books on a timely basis, and hereby waives any and all rights, whether legal or equitable, in and to any reimbursement from Tenant for CAM Charges incurred unless such CAM Charges are invoiced to Tenant no later than three hundred sixty-five (365) days after the close of the respective fiscal year.

C. “**Tenant's Pro Rata Share**” shall be a fraction equal to the 19,955 base store rentable square footage of the Demised Premises divided by the total square footage of all rentable floor space in the Shopping Center which is currently 88,515 square feet. Tenant's Pro Rata Share as a percentage is currently 22.54%.

5. A. Landlord shall be responsible, at Landlord's sole cost and expense, for the maintenance, repair and replacement of the following: (i) all structural parts of the Shopping Center and the Demised Premises (both interior and exterior) including but not limited to the roof, roof membrane (including the interior ceiling if damaged by leaks), exterior and/or load bearing walls, supports, foundation, floor slabs, exterior masonry walls, (ii) all exterior portions

of the Demised Premises (exclusive of doors, entrances, windows, plate glass), including but not limited to the sprinkler main, water, sewer, gas and electrical services up to the point of entry into the Demised Premises, as well as gutters and downspouts . Subject to Section 10.D., if any such items are damaged by Tenant, its employees, agents, invitees, or contractors, Tenant shall reimburse Landlord for the cost of repairs. Landlord shall also be responsible, subject to Section 10.D., for any damage to the Demised Premises caused by the acts or omissions of Landlord, its employees, agents, invitees, or contractors.

B. Tenant shall keep and maintain those portions of the interior of the Demised Premises not covered by Landlord's repair obligation in good repair including, but not limited to, all mechanical, electrical, plumbing, sprinkler and HVAC systems to the extent exclusively serving the Demised Premises. Tenant further shall keep and maintain in good repair all entrance and exit doors, plate glass, equipment located outside the Demised Premises but serving the Demised Premises exclusively, and Tenant's exterior signage on the Demised Premises.

C. Landlord shall be entitled to inspect the condition of the Demised Premises and repair any obligations that are the responsibility of the Landlord at any reasonable time. Landlord shall furnish or cause to be furnished all utilities dedicated solely to the Demised Premises necessary for the sole use of the Demised Premises by Tenant (i.e. gas, water, electric and sewer) in accordance with the terms and conditions of the Lease, provided that Tenant shall be responsible for all utility bills arising out of Tenant's operation of the Demised Premises. Tenant shall transfer all utility services into its name immediately after the Demised Premises are delivered to Tenant for Tenant's construction work.

6. Tenant shall be entitled to alter or make additions to the Demised Premises as Tenant may determine so long as such alterations or additions are in full compliance with all applicable laws. Tenant may erect its standard sign(s) (maximum allowable per code) and logo on the front façade and the side of the Demised Premises, and window graphics, subject to all applicable governmental codes and ordinances. Landlord shall not have the right to change Tenant's signage during the term of the Lease. Tenant will be allowed to place a 2' X 10' double sided panel sign on the Shopping Center pylon. If Tenant does not exercise this right within the first year of the term of the Lease, it shall be waived to the extent that signage space is not available on the Shopping Center pylon. Tenant shall indemnify and save harmless Landlord from any claim for payment or lien, legal expenses, and other damages incurred by Landlord arising out of the construction of alterations or additions to the Demised Premises made by Tenant, provided that Tenant shall not be obligated to discharge a claim or lien filed against the Demised Premises so long as there is no imminent risk of harm to Landlord or foreclosure on same. Tenant shall also have the right to affix such appurtenances to the exterior of the Demised Premises as it may from time to time deem necessary, including but not limited to transmission/receiving devices. Notwithstanding anything in the Lease to the contrary, Tenant's changes to the exterior of the Demised Premises (other than the signage described above) require Landlord's consent, which will not be unreasonably withheld, conditioned, or delayed.

7. In the event that pedestrian passage to the Demised Premises or vehicular passage to the Common Area is partially obstructed, and it is not due to Tenant's actions or inactions, Rental, shall be abated fifty percent (50%) for every day the pedestrian passage or vehicular

passage is partially obstructed . In the event that pedestrian passage to the Demised Premises or vehicular passage to the Common Area is completely obstructed, and it is not due to Tenant's actions or inactions Rental, CAM Obligations and real estate taxes shall be abated until such obstruction is removed. This shall not apply during periods of temporary repairs or alterations to the extent Landlord is providing reasonable access to the Premises. Tenant is responsible for returning all of its shopping carts to the Demised Premises.

8. In the event that any portion of the Demised Premises is taken by condemnation, Tenant shall be entitled to terminate the Lease and thereupon the parties hereto shall be relieved of any further obligations under the Lease. In the event that any portion of the Common Area or any adjacent road crosshatched on **Exhibit "I"** is taken by condemnation and Tenant reasonably determines that the Demised Premises are untenable, Tenant shall be entitled to terminate the Lease and thereupon the parties shall be relieved from all liability under the same. If Tenant fails or is unable to terminate the Lease in accordance with this Paragraph, Rental shall be reduced by the proportionate amount of the Demised Premises, taken by condemnation. If a material amount of parking area is taken from the portion of the Common Areas crosshatched on Exhibit I and Landlord does not provide substitute parking areas (reasonably acceptable to Tenant) and the Lease is not terminated, Rental will abate in proportion to the decrease in sales from the Demised Premises. Landlord, in such an event, shall restore forthwith the premises taken or affected by the condemnation as well as all parking lot light standards, parking spaces, sidewalks, driveways and vehicular access points to adjacent roadways existing prior to the condemnation. During the time period of such restoration, Rental shall equitably abate. Nothing herein shall constitute waiver of compensation for damages by reason of a condemnation. The term "condemnation" as used in the Lease shall include all conveyances in anticipation or lieu of an actual taking. Notwithstanding anything to the contrary in no event will Tenant be entitled to terminate the Lease for a widening of the Highway in front of the Shopping Center unless ingress and egress points and the traffic light are removed, or such widening of the highway in front of the Shopping Center is greater than fifteen (15') feet.

9. In the event that any portion of the Demised Premises is damaged by reason of fire, casualty or other cause, or is declared unfit or unsafe for use by any governmental authority, Landlord shall restore forthwith the Demised Premises, and Rental shall abate during the time period of Landlord's restoration in proportion to the area of the Demised Premises that is untenable in Tenant's reasonable judgment. Landlord's restoration work shall be limited to the Demised Premises existing and improvements therein existing in the Demised Premises on the date the Demised Premises are delivered to Tenant (including Landlord's Work). Tenant may, at Tenant's option, restore any or all alterations that Tenant constructed in the Demised Premises and replace its fixtures, equipment, and personal property. Rental shall abate during the time period of Tenant's restoration for up to but no more than ninety (90) days. If the time period required to restore the Demised Premises is in excess of two hundred ten (210) days, Tenant shall be entitled terminate the Lease. In the event that any portion of the Common Area is damaged for any reason, Landlord shall restore forthwith same. Rental during the time period of restoration shall be reduced based on the proportionate reduction of any retail sales made from the Demised Premises.

In the event the Demised Premises are damaged to the extent of thirty five percent or more of the cost of replacement during the last two years of the term Landlord or Tenant may terminate the Lease by providing written notice to the other of such election no later than sixty days after the date of such casualty. If the Demised Premises are damaged to the extent of 25% or more of its replacement cost by a casualty not insured against or required to be insured against by Landlord, Landlord may terminate the Lease by providing written notice to Tenant of such election no later than sixty days after the date of such casualty . In the event Landlord terminates the Lease because the casualty occurred during the last two years of the term, and an option to extend the term is then available, Tenant may negate Landlord's termination by exercising its option to extend within thirty days after receipt of Landlord's termination notice.

10. A. Landlord shall maintain a special form fire and extended coverage insurance policy, insuring the Demised Premises, Shopping Center, and the Common Area at their full replacement value. Landlord's insurance shall cover all of Landlord's Work but shall not cover alterations and improvements made by Tenant. Landlord further shall maintain commercial general liability insurance over the Common Area with a combined bodily injury, death and property damage limit of Three Million Dollars (\$3,000,000.00) or more per occurrence. All insurance maintained in accordance herewith shall contain a waiver of subrogation against Tenant. Landlord's liability policy shall name Tenant as an additional insured under Landlord's policy, and shall be carried by an insurer qualified to conduct business in the state in which the Demised Premises are situated and rated "A- VII" or higher by A.M. Best Company's Key Rating Guide, Property-Casualty. Prior to the date hereof, Landlord shall furnish Tenant with a certificate of insurance and endorsement to Landlord's policy evidencing the type and amount of coverage set forth in this Paragraph and a provision that there will be no cancellation, reduction or non-renewal without giving Tenant thirty (30) days prior written notice thereof. Notwithstanding anything contained herein to the contrary, Landlord expressly releases Tenant for any damages to the Shopping Center (including without limitation the Demised Premises) and the Common Area or for any damages incurred therein, irrespective of cause, which are customarily covered by the special form insurance required to be maintained in accordance with this Paragraph.

B. Commencing on the CAM Commencement Date, Tenant shall reimburse Landlord for its Pro Rata Share of Landlord's casualty and liability insurance premiums incurred pursuant to Paragraph 10A hereof. Landlord shall bill Tenant within sixty (60) days of the date of Landlord's payment of premiums, which billings shall be accompanied by legible copies of the paid premium invoices and such additional information as may be necessary to calculate Tenant's pro rata share. If Landlord fails to bill Tenant within three hundred sixty five (365) days of the date of Landlord's payment of a premium, Tenant's reimbursement obligation for that premium shall thereupon be extinguished.

C. Tenant shall maintain a special form fire and extended coverage insurance policy, with coverage for flood and earthquake, insuring all of the Tenant's Work as set forth in Exhibit B-2, any alterations Tenant may make in the Demised Premises, and Tenant's property in the Demised Premises at their full replacement value. In addition, Tenant shall maintain general commercial liability insurance over the Demised Premises with a combined bodily injury, death and property damage limit of at least Three Million Dollars (\$3,000,000.00) per occurrence. All

insurance maintained in accordance herewith may be provided under blanket insurance policies covering other properties as well as the Demised Premises and shall be carried by an insurer qualified to conduct business in the state in which the Demised Premises are situated and shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least VII. Upon request, Tenant shall furnish Landlord with a certificate of insurance evidencing the type and amount of coverage set forth in this Paragraph. Web-based memoranda of insurance may be provided by Tenant in lieu of such certificates. Landlord acknowledges and agrees that Tenant (or its parent) shall have the right to self-insure as to all or any of the coverages required to be maintained by Tenant under this Paragraph 10.C if Tenant's (or its parent's) net worth during the period of self-insurance shall be at least Fifty Million Dollars (\$50,000,000.00). If Tenant (or its parent) elects to self-insure all or any part of any risk that would otherwise be covered under the policies and limits described in this Paragraph 11A, Tenant (or its parent, as applicable) shall treat Landlord and Landlord's mortgagee's, if any, as additional insureds under such self-insurance. In this regard, a web-based memorandum of insurance made available to Landlord by Tenant's parent evidencing such coverage and additional insured shall be acceptable to Landlord.

All policies of Tenant and Tenant's self-insurance shall be provided on a primary basis and shall not contribute with any insurance maintained by Landlord which shall be considered excess insurance.

D. **Waiver of Subrogation.** Landlord and Tenant each hereby releases the other and its respective employees, agents and every person claiming by, through or under either of them from any and all liability or responsibility (to them or anyone claiming by, through or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit of either party, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents. This Waiver of Subrogation provision shall apply to any deductible or self-insurance program that either party carries including any that Tenant may have on the improvements, alterations and fixtures that Tenant installs and on any of its fixtures, furniture, machinery, equipment, stock in trade and other personal property and on any of Landlord's deductibles.

11. Tenant shall indemnify, defend, and save harmless Landlord from all claims, losses, damages and expenses, including without limitation reasonable attorneys' fees, arising out of Tenant's failure to maintain the interior of the Demised Premises in accordance with Paragraph 5B hereof and for the acts or omissions of Tenant, its employees, agents, or contractors. Landlord shall indemnify, defend and save harmless Tenant from all claims, losses, damages and expenses, including without limitation reasonable attorneys' fees, arising out of Landlord's failure to maintain the Shopping Center (including without limitation the Demised Premises) in accordance with the Lease or any applicable laws, rules, regulations or ordinances and for the acts or omissions of Landlord, its employees, agents or contractors.

12. Tenant may use the Demised Premises for any lawful purpose so long as it does not conflict with any of the restrictions set forth in **Exhibit "J"** attached hereto, and so long as the lease containing the restrictions is in effect, provided any change in Tenant's primary use as a

grocery store is approved by Landlord, which approval shall not be unreasonably withheld. Landlord warrants that the use of Demised Premises as a grocery store of any kind will not violate any other tenant's lease in the Shopping Center. Nothing in the Lease shall require Tenant to conduct a business in the Demised Premises, or to restrict or affect the time period during which it may conduct a business in the same. If Tenant is not operating as a grocery store within the Demised Premises for a period in excess of three hundred sixty-five (365) consecutive days (excluding any period of closure in connection with remodeling, restoration or repairs or for force majeure, casualty, labor issues, or condemnation), Landlord shall have the right to terminate this Lease by providing written notice thereof to Tenant within sixty (60) days after the expiration of such 365 day period. Such termination will be effective on the date that is one hundred twenty (120) days after receipt of such notice unless Tenant or an assignee or subtenant shall reopen as a grocery store or shall be diligently making preparations to open for business as a grocery store prior to such notice. Tenant shall be entitled to use the sidewalks abutting the Demised Premises for the storage of bascars, the operation of vending machines, the sale of seasonal merchandise, and special promotions. Additionally, Tenant shall be entitled to use that portion of the Common Area in front of the Demised Premises crosshatched on the Plot Plan for the storage of bascars, the sale of seasonal merchandise, and special promotions. Further, Tenant shall be entitled to place containers in the Common Area in the area shown on the Plot Plan to the rear or side of the Demised Premises in compliance with all codes and ordinances. Landlord shall impose a restrictive covenant on the Shopping Center and any adjoining property owned or controlled by Landlord to prohibit operation of a grocery store during the term of the Lease other than by Tenant provided Tenant is operating a grocery store at the Premises excluding any period of closure due to remodeling, restoration or repairs or for force majeure, casualty, labor issues, or condemnation, which restrictive covenant must be as set forth in the Lease for Recordation.

13. Tenant shall be entitled to assign, mortgage or otherwise pledge the Lease, make a partial assignment of its rights under the Lease or sublease the Demised Premises, and Landlord expressly consents to same as long as the use of the Premises is for a grocery store and for no other purpose. Tenant shall furnish Landlord notice of any such assignment, mortgage or pledge ("Mortgage") or sublease, including the name and address of any assignee, secured creditor under a Mortgage, or subtenant, respectively. Tenant shall not otherwise assign the Lease or sublet the Premises without Landlord's consent not to be unreasonably withheld. Landlord will not unreasonably withhold its consent to any other assignment or subletting to a non-grocery user. Notwithstanding the foregoing, in the event of a sublet or assignment of the Lease, Tenant will agree to not violate any exclusive use clauses granted by Landlord to other tenants in the Shopping Center existing at the time of the assignment or sublease. If the proposed sublease or assignment is for another supermarket or grocery operation, Landlord's approval and or advance notice is not required and Tenant may sublease or assign its Lease without Landlord approval. If the proposed sublease or assignment is to another type of use, then Tenant will provide the Landlord with 30 days written notice of its intention to assign or sublet the Demised Premises including the name and contact information of the proposed assignee or sub-lessee. In the event, Tenant sublets or assigns the Lease either to a grocery operation or other use then Tenant shall remain primarily liable under the Lease. Notwithstanding anything to the contrary in the Lease, neither the original Tenant nor Guarantor shall be liable for any increased obligations of Tenant resulting from modifications or amendments to the Lease made after any assignment unless such

modifications or amendments are made by a subsidiary or affiliate of Guarantor or are expressly consented to in writing by the original Tenant or Guarantor. Notwithstanding the foregoing or anything to the contrary in the Lease, Tenant may assign, sublease, or otherwise transfer the Lease or all or any portion of the Demised Premises without notice to Landlord and without Landlord's consent, to (i) any affiliate of Tenant or The Kroger Co., (ii) any entity controlling, controlled by, or under common control with Tenant or The Kroger Co., (iii) any person or entity which acquires all or substantially all of Tenant's or The Kroger Co.'s assets or stock, or (iv) any organization resulting from a merger or consolidation with Tenant or The Kroger Co (items (i) through (iv) hereinafter referred to as an "Affiliate"). In addition, and notwithstanding anything to the contrary in the Lease, Tenant may assign, sublease, or otherwise transfer the Lease or all or any portion of the Demised Premises without notice to Landlord and without Landlord's consent to an Kroger affiliated entity formed in connection with Tenant's new market tax credit program so long as Tenant (or any Affiliate) remains in possession of the Demised Premises (via sublease, assignment or otherwise).

14. Landlord warrants that: (i) there is no lawsuit, claim, condemnation, judgment, order or ruling threatened or pending against the Demised Premises as of the date hereof, (ii) all real estate taxes and assessments levied against the Demised Premises shall be fully paid prior to any penalty or delinquency, (iii) Landlord has the lawful right, title and authority to make the Lease, (iv) Tenant shall quietly and peacefully enjoy the Demised Premises, together with all rights, privileges and appurtenances thereunto appertaining, free and clear of any hindrance or molestation, (v) Landlord owns fee simple title to the Demised Premises, free and clear of all liens, easements, restrictions and other encumbrances that would interfere with, impair or prevent Tenant's occupancy or use of the Demised Premises in accordance with the terms of the Lease, and (vi) the Shopping Center is zoned to permit the operation of a full service grocery store in the entire Demised Premises. In the event that it should appear to Tenant that Landlord has breached any of the warranties set forth herein, Tenant shall be entitled to terminate the Lease in addition to all remedies available at law or in equity, provided that Tenant may only exercise its right to terminate the lease if: (a) Tenant's business operation is materially and adversely interfered with, and (b) Landlord fails to cure such breach within thirty days (if it will reasonably take more than 30 days to cure, it will not be a default if Landlord commences to cure within the 30 days and diligently pursues the cure to completion but in no event shall such cure period exceed 90 days).

15. In the event that Tenant is in default of the Lease and such default continues for (a) thirty (30) days after Tenant's receipt of written notice from Landlord with respect to any Rental payment default or (b) sixty (60) days after Tenant's receipt of written notice from Landlord (or such longer period of time if Tenant cannot reasonably complete curing such default with such sixty (60) day period) with respect to any other default, Landlord shall be entitled to terminate the Lease and repossess the Demised Premises in addition to all remedies available at law or in equity.

16. In the event that Landlord is in default of the Lease after notice and 30 days to cure (if it will reasonably take more than 30 days to cure, it will not be a default if Landlord commences to cure within the 30 days and diligently pursues the cure to completion but in no event shall such cure period exceed 90 days), Tenant, without liability, shall be entitled to cure

same and deduct the cost thereof against Rental or any other sums payable by Tenant under the Lease in addition to all remedies available at law or in equity, provided that it shall furnish Landlord and any mortgagee of Landlord, the name and address of which Tenant previously has been furnished prior notice thereof and permit same to cure the default within thirty (30) days thereafter, and further provided that Tenant shall not be obligated to furnish Landlord and any mortgagee of Landlord notice and an opportunity to cure a default in the case of an emergency situation.

17. Landlord shall pay all real estate taxes and assessments on the Shopping Center prior to delinquency. Commencing on the CAM Commencement Date, Tenant shall reimburse Landlord its Pro Rata Share of the real estate taxes, including all general and special assessments (but excluding interest and penalties for late payment), that accrue against the Shopping Center between the CAM Commencement Date and the expiration or termination of the Lease term and all reasonable out-of-pocket expenses of contesting any assessment on the Shopping Center provided Tenant's annual Pro Rata Share of the expenses do not exceed five thousand dollars (\$5,000.00) (collectively, "**Real Estate Taxes**") that are due and payable during the Lease term, prorated to the CAM Commencement Date, within thirty (30) days following Tenant's receipt of Landlord's detailed invoice for same show, setting forth the calculation of Tenant's pro rata share, together with proof of payment of the subject Real Estate Taxes acceptable to Tenant. Real estate taxes for a given calendar year shall be those tax payments due in the calendar year in question, even though the taxes are for the prior year. For example, 2011 taxes are due and payable in 2012. Tenant's tax charge for 2012 will be based upon the taxes paid in 2012 and the year end adjustment will be made in early 2013. If the method of taxation is changed, fair and equitable adjustments to these calculations will be made. Tenant's Pro Rata Share shall be in the ratio as set forth in Section 4.C. of the Lease. Landlord acknowledges the need for Tenant to close its books on a timely basis, and hereby waives any and all rights, whether legal or equitable, to any reimbursement from Tenant for Real Estate Taxes unless same are invoiced to Tenant no later than three hundred sixty-five (365) days after such amounts are due the taxing authorities. Tenant shall have no obligation to pay any inheritance, gift, estate, successor, profit, excise, capital stock, municipal, county, state or federal income, margin, gross receipts or franchise taxes, or any such taxes with respect to the rent received by Landlord under the Lease unless assessed against Tenant by statute, or upon the right of Landlord to receive such rent or to do business, or documentary, stamp, or transfer taxes, taxes on land held for future development, any interest or penalties for late payment, or any taxes that if paid earlier, would have been entitled to a discount, to the extent of such discount.

18. Tenant shall have the right, on Landlord's behalf, to negotiate the assessed valuation of the Demised Premises and/or the Shopping Center with the appropriate taxing authorities at any time after execution of the Lease so long as Tenant notifies Landlord in advance of such negotiations and makes a reasonable effort to allow for Landlord's participation. In the event Tenant desires to contest an increase, Landlord shall join in such contest with Tenant, and the costs thereof shall be shared by Tenant and Landlord, with Tenant assuming its pro rata share, as defined above, and Landlord assuming the remainder of such costs.

19. Landlord and Tenant acknowledge that asbestos and asbestos containing materials (collectively, "**ACM**") are present or may be present in the Demised Premises. Landlord, as part

of Landlord's Work, shall remove and properly dispose of all ACM in Demised Premises in accordance with all applicable laws, rules, regulations, and ordinances. Landlord hereby indemnifies and holds harmless Tenant from and against any claim, loss, cost or liability, including without limitation reasonable attorneys' fees and court costs, arising out of the presence of ACM in the Demised Premises, and the removal and disposal thereof. Additionally, Landlord hereby indemnifies and holds harmless Tenant from and against any claim, loss, cost or liability, including without limitation reasonable attorneys' fees and court costs, arising out of any hazardous materials contamination on the Shopping Center not caused by Tenant, its employees, agents, or contractors. If not caused by Landlord, its employees, agents or contractors, Landlord's indemnity is limited to the cost of removal of the contamination. Tenant hereby releases and agrees to indemnify, defend and hold harmless Landlord from and against any and all claims, actions, injuries, costs, damages, liability and expense (including reasonable attorneys' fees and costs) arising under any and all Federal, State, and/or local laws regulations, ordinances or administrative orders, to the extent arising from any release of any toxic waste, mold, asbestos containing material, hazardous materials, petroleum or petroleum by-products or underground or aboveground storage tank contamination on, under or about the Demised Premises or Shopping Center caused by Tenant, its employees, agents, or contractors. Landlord's and Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

20. Upon the expiration or other termination of the Lease, Tenant shall quit and surrender the Demised Premises to Landlord "broom clean", ordinary wear and tear and casualty and condemnation excepted, and as otherwise provided herein. All leasehold improvements shall remain in the Demised Premises and become the property of Landlord. Tenant will remove all of its personal property, equipment and trade fixtures and repair any damage caused solely by the removal of Tenant's personal property, equipment and trade fixtures. Notwithstanding the foregoing, Landlord (a) acknowledges that the Demised Premises was designed for use as a grocery store, and that upon Tenant's vacation of the Demised Premises, there will be pipes and conduits jutting out of the floor, trenches for coolers, other equipment will remain in the floor, the disconnection of Tenant's refrigeration equipment and other fixtures will result in loose wires, pipes and conduits remaining attached to the Demised Premises, and the HVAC system may require additional capacity and other modifications in order to operate properly for a different use, and (b) agrees that Tenant shall have no obligation to make any alterations, restorations, modifications, repairs or replacements whatsoever with respect to the conditions described in clause (a) of this sentence.

21. In the event of any transfer of title to the Demised Premises, Landlord, and in case of any subsequent transfers or conveyances, the then grantor shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants and conditions on the part of Landlord thereafter to be performed. The covenants and conditions contained in this Lease on the part of Landlord shall be binding on Landlord and its assigns only during and in respect to their respective successive period of ownership.

22. All notices and approvals required or permitted under the Lease shall be written and sent by certified or registered mail, return receipt requested or by overnight delivery, to

Landlord at C/o The Glik Company, 3248 Nameoki Road, Granite City, IL 62040 and to Tenant at Jay C Food Stores, 900 A Avenue, Seymour, Indiana 47274, Attn: Real Estate Department, or any subsequent address which either party may designate for such purpose. Date of a notice shall be the date on which such notice is deposited in a post office of the United State Postal Service, or successor government agency, or upon receipt by a reputable overnight courier service (such as United Parcel Service or Federal Express), receipt requested.

23. Rental shall be paid by check drawn to the order of The Glik Company and mailed to 3248 Nameoki Road, Granite City, IL 62040.

24. The Lease contains the entire agreement between the parties and there are no other covenants, express or implied, except as contained herein. Any statement, representation, inducement or promise made by either party or an agent of either party which is not contained herein shall be null and void.

25. Any waiver of a provision set forth in the Lease by either party shall not be deemed to imply or constitute a further waiver of the same or any other provision set forth herein.

26. In the event that any administrative, legislative or judicial body of competent jurisdiction should find that a provision set forth in the lease is invalid, all other provisions set forth in the Lease shall remain in full force and effect and shall be unaffected by same.

27. The provisions of the Lease shall bind and inure to the benefit of each party, and its heirs, executors, administrators, successors and assigns.

28. The Landlord shall be responsible for the payment of a \$2.00 per square foot (\$39,910.00) commission to CBRE, and a 3% commission of the base rent over the initial ten year term of the Lease Agreement to St. Louis County Realty Co. upon full Lease execution and waiver of any Lease contingencies. Notwithstanding the foregoing, CBRE, is solely representing the Tenant in this proposed Lease transaction.

29. Both parties have freely negotiated the Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of the Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted the Lease or any portion thereof.

30. The Tenant will have exclusive rights to incentive monies that are potentially available to Tenant from the City of Highland, Madison County or the State of Illinois.

31. The Kroger Co. will guaranty the Lease. A copy of the guaranty is attached as **Exhibit "F"** attached hereto which will be executed simultaneously with Tenant's execution of the Lease.

32. Within thirty (30) days after Landlord's written request, Tenant agrees to execute and return to Landlord an estoppel certificate in substantially the form attached hereto as Exhibit "E".

33. Tenant agrees to look solely to Landlord's interest in the Shopping Center, including the rents, and insurance proceeds paid or payable to Landlord pursuant to the insurance policies required or maintained by Landlord and condemnation awards paid or payable to Landlord, for satisfaction of any judgments arising out of this Lease, it being agreed that Landlord, its partners, members or shareholders, and any agent or employee of Landlord shall never be personally liable for any such judgment. The foregoing provision is not intended to limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or to maintain any other action not involving the personal liability of Landlord, or to maintain any suit in connection with enforcement or collection of amounts that may become owing on account of insurance maintained by Landlord.

34. If there is an existing mortgage or deed of trust on the Demised Premises or the Shopping Center, the Lease and the obligations of Tenant thereunder are expressly conditioned upon Tenant's receipt of the fully executed Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto as Exhibit "G" within fifteen (15) days of the execution of the Lease by both Landlord and Tenant. If this condition precedent is not satisfied within such fifteen (15) day period, Tenant may terminate the Lease, and if Tenant does so terminate the Lease, the parties hereto shall be relieved of any further obligation under the Lease. Tenant agrees to enter into a SNDA in the form attached hereto as Exhibit "G" with any ground lessor, mortgagee, trustee or purchaser of the Shopping Center who shall succeed to Landlord's interest in this Lease by purchase, foreclosure or otherwise, upon the request of such party. Notwithstanding the foregoing, upon the request of the holder of any encumbrance now or hereafter placed on the premises, this Lease shall be prior and superior to the lien of the specified encumbrance.

35. Landlord or Landlord's agents shall have the right to enter the Demised Premises upon at least 72 hours prior written notice to Tenant, and shall coordinate such entry with the reasonable requests of Tenant to alleviate disruptions to Tenant's business, to show it to purchasers.

36. In any litigation related to this Lease the losing party shall reimburse the prevailing party for its reasonable legal fees and court costs. Other than the obligation of Tenant to pay rent and other sums, if Landlord or Tenant shall be delayed, hindered, or prevented from performing any act required hereunder by reason of weather, governmental restrictions, scarcity of labor materials, strikes, or other causes beyond their control, the performance of such act shall be excused and extended for the period necessary to complete performance after the end of the cause of such delay.

37. A. Tenant certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or other banned

or blocked person, group, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

B. Landlord certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Landlord hereby agrees to defend, indemnify, and hold harmless Tenant from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

38. Landlord agrees to escrow \$75,000.00 with Fidelity National Title, 4111 Executive Parkway, Westerville, Ohio 43081-3862, attention: George Shaw, to be released to Tenant upon Tenant's completion of the installation of a new HVAC system in the Demised Premises. If Tenant has not received payment within thirty (30) days of written request, Tenant shall have the right to offset rent until the entire Tenant Allowance is recaptured.

39. Coterminous with the execution of this Lease by Landlord, Landlord agrees to execute and send to Tenant a letter of non-solicitation in substantially the form attached hereto as **Exhibit "M"**.

(Signatures begin on the following page)

This Lease Agreement has been executed in three (3) counterparts, each of which constitutes a complete and binding agreement.

Witness for Landlord:

Tony Hall
[Signature]

LANDLORD:

THE GLIK COMPANY, a Delaware corporation

By: *James M. Glik*
Name: James Glik
Title: VP. OWNER

Witness for Tenant:

[Signature]
Terry M. Evans

TENANT:

KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership

By: KRGP Inc. an Ohio corporation, its general partner

By: *Terry M. Evans*
Name: Terry M. Evans
Title: Vice President



(Landlord Acknowledgment)

STATE OF Illinois)
COUNTY OF Madison)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared James Glick of THE GLICK COMPANY, a Delaware corporation, with whom I am personally acquainted and who upon oath acknowledged himself to be such Vice President of Glick Co, and that he as such officer, being authorized to do so, executed this instrument for the purposes therein contained by signing in the name of the Glick Co as such officer

Witness my hand and official seal this 30 day of July, 2014.

My commission expires:

Sept 26, 2017

David S. Hull
Notary Public



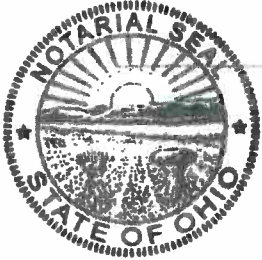
(Tenant Acknowledgment)

STATE OF OHIO)
)
COUNTY OF HAMILTON)


This day, before me, a Notary Public of the State and County aforesaid, personally appeared Terry M. Evans, Vice President of KRGP Inc., an Ohio corporation, general partner of KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership, Tenant in the foregoing Lease Agreement, with whom I am personally acquainted and who upon oath acknowledged himself to be such officer and that he as such Vice President, being authorized so to do, executed this instrument for the purposes herein contained by signing in the name of the corporation and the limited partnership as such officer.

Witness my hand and official seal this 15th day of ^{August}~~July~~, 2014.

My commission expires:



Betty R Lane
Notary Public State of Ohio
My Commission Expires 04-10-2016



Notary Public

EXHIBIT "A"

Plot Plan

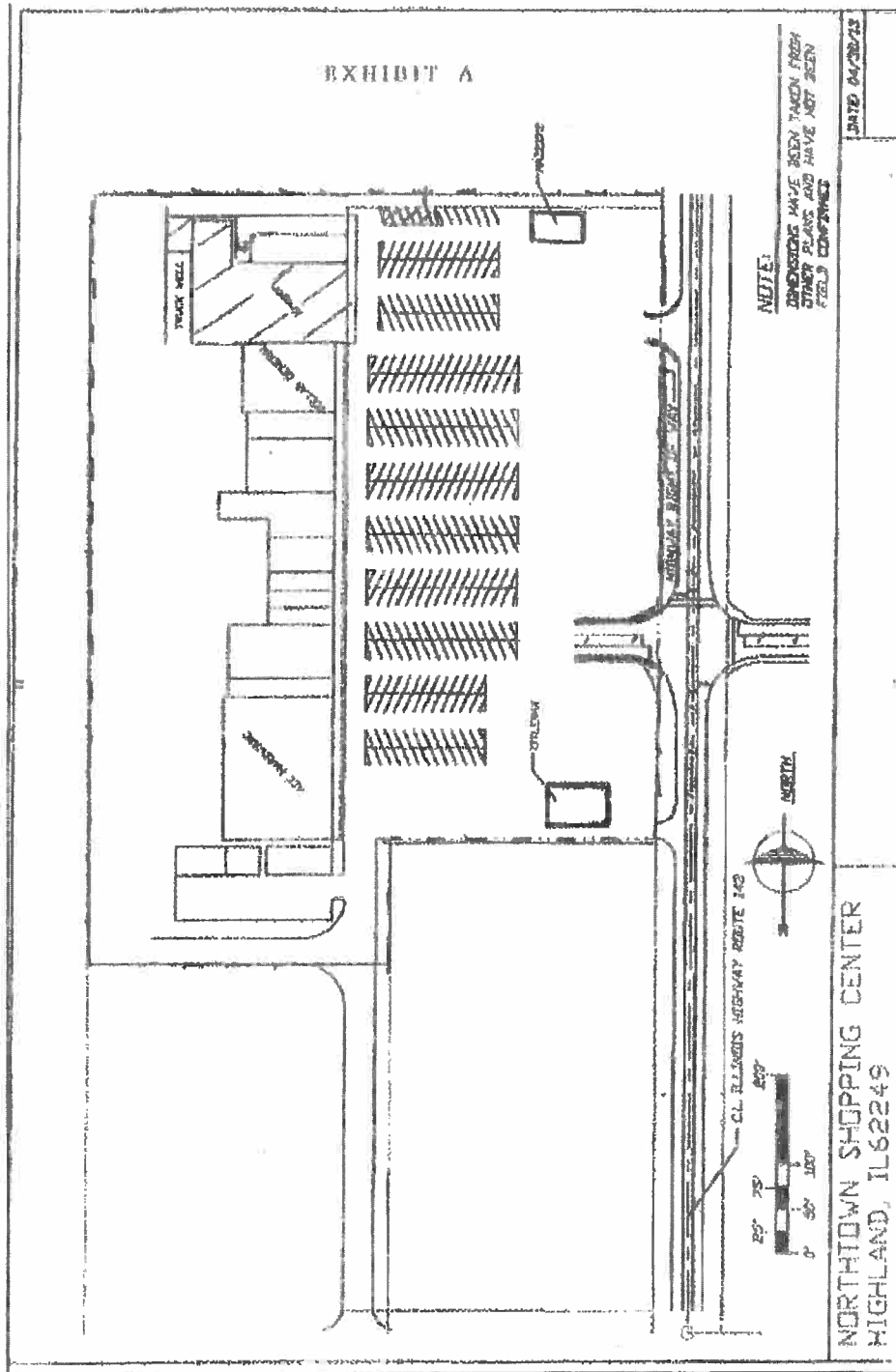


EXHIBIT "B-1"
Landlord's Work

All asbestos containing material presently existing in the Demised Premises as set forth in the Tenant's asbestos report dated _____ shall be removed by Landlord at its expense on or before the Possession Date.

Landlord shall provide a leak-free, water tight roof with at least ten (10) years of life remaining.

Landlord shall provide all utilities to the Demised Premises for the sole and exclusive use of the Tenant including: natural gas, water, electric, sewer, and telecommunications. Tenant has examined the existing utilities and acknowledges that Landlord will not be required to repair or upgrade any of the utility services.

Except for this work Tenant accepts the Demised Premises in "AS IS" condition without any warranties or representations except as expressly set forth in the Lease.

EXHIBIT "B-2"
Tenant's Work

Tenant shall, at Tenant's expense, prepare plans and specifications for Tenant's grocery store and shall deliver a copy to Landlord for its records. Plans related to the exterior of the Demised Premises are covered by **Exhibit C**.

EXHIBIT "C"
 Tenant's Exterior Work

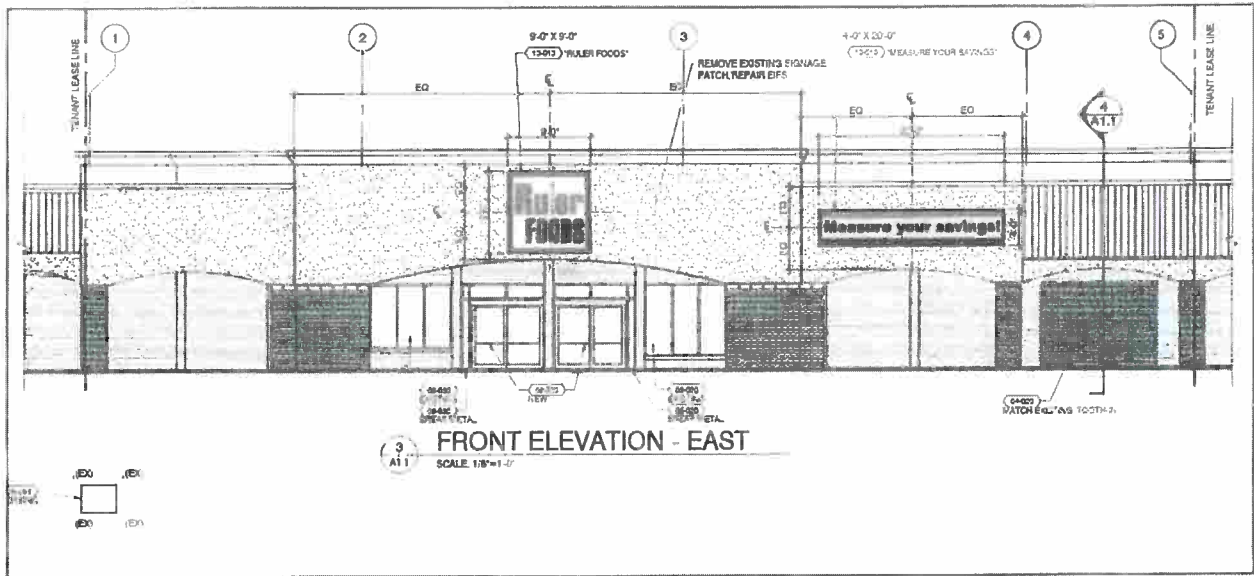


EXHIBIT "D"

CAM Invoice Form



KROGER RASC
2620 Elm Hill Pike
Nashville, TN 37214

DATE 3/29/2012
VENDOR TO PAY _____ AMOUNT TO PAY VENDOR _____

Name _____ Division _____
Address _____ Store # _____
City _____ State _____ Zip Code _____ Lease # _____
Phone _____ Vendor # 0

EXPLANATION: _____

ACCOUNT # _____ DUE DATE _____
BEGIN DATE _____ END DATE _____

CATEGORY	BILLED		DESCRIPTION OF DEDUCTION	SHARE	PRO RATA
	AMOUNT	DEDUCTION		PERCENT	SHARE
Administrative Fees (property mgmt fees,associa	\$ -	0.00		0.0000%	\$0.00
Building	\$ -	0.00		0.0000%	\$0.00
Building (HVAC)	\$ -	0.00		0.0000%	\$0.00
CAM Painting	\$ -	0.00		0.0000%	\$0.00
Cleaning	\$ -	0.00		0.0000%	\$0.00
Common Area Liability Insurance	\$ -	0.00		0.0000%	\$0.00
Electrical Repairs & Maint	\$ -	0.00		0.0000%	\$0.00
Fire Monitoring/Alarm	\$ -	0.00		0.0000%	\$0.00
Irrigation	\$ -	0.00		0.0000%	\$0.00
Landscaping (mowing/chemical apps/weed cont	\$ -	0.00		0.0000%	\$0.00
Lighting (canopy, parking lots, traffic signal)	\$ -	0.00		0.0000%	\$0.00
Lot Repair/ Curb Repair	\$ -	0.00		0.0000%	\$0.00
Miscellaneous Expense (graffiti removal, market)	\$ -	0.00		0.0000%	\$0.00
Other Maintenance (canopy wiring, roofing, fence	\$ -	0.00		0.0000%	\$0.00
Parking Lot/Repair /curb repair striping patching	\$ -	0.00		0.0000%	\$0.00
Pest Control (bird control, exterminating)	\$ -	0.00		0.0000%	\$0.00
Plumbing	\$ -	0.00		0.0000%	\$0.00
Porter Service	\$ -	0.00		0.0000%	\$0.00
Security (fire control, police patrol)	\$ -	0.00		0.0000%	\$0.00
Sidewalk Repair/Maint	\$ -	0.00		0.0000%	\$0.00
Signage (traffic signals, signs)	\$ -	0.00		0.0000%	\$0.00
Snow Removal (salt applications)	\$ -	0.00		0.0000%	\$0.00
Supplies	\$ -	0.00		0.0000%	\$0.00
Sweeping	\$ -	0.00		0.0000%	\$0.00
Taxes	\$ -	0.00		0.0000%	\$0.00
Trash Removal	\$ -	0.00		0.0000%	\$0.00
Utilities - Electric	\$ -	0.00		0.0000%	\$0.00
Utilities - Gas	\$ -	0.00		0.0000%	\$0.00
Utilities - Water	\$ -	0.00		0.0000%	\$0.00
Total	\$0.00	\$0.00			\$0.00
Estimated Amount Paid	\$0.00				
Amount to pay	\$0.00				
Capex Amount					

Amount to pay vendor **\$0.00**
Difference has to be 0.00 **\$0.00**

Attach Invoices to this coversheet and forward to RASC

Authorized: _____
Please type name: _____
Date: _____

Approved: _____
Please type name: _____
Date: _____

Exhibit "E"

ADDRESSEE

RE: Lease and Lease Agreement both dated _____, 20____ (the "Lease")
Landlord.
Tenant: Kroger Limited Partnership I
Store No.: JC-320 ("Demised Premises")
2675 Northtown Way, Highland, IL 62249

Gentlemen:

The undersigned, based on its present actual knowledge and without conducting an independent investigation, makes the following representations with respect to the above-referenced Lease, which representations are effective as of this date:

- 1) The Lease is for a base term of _____ () years, commencing on _____ and expiring on _____, together with _____() successive _____ (_____) year renewal terms.
- 2) The monthly rental for the Lease during the base term and any renewal term, if exercised, is \$_____.00, which rental is being paid to _____.
- 3) The undersigned has accepted possession of the Demised Premises, subject to latent defects and the outstanding punchlist items specified in Exhibit A attached hereto and made a part hereof.
- 4) The undersigned has not served any notice of default under the Lease to the Landlord or its mortgagee.
- 5) There are no modifications or amendments to the Lease, except as follows:

Nothing contained herein shall amend, waive or rescind any of the terms or conditions of the Lease; waive the undersigned's right to declare a default thereunder based on facts of which the undersigned does not have actual knowledge; or relieve the Landlord from any of its obligations under the Lease.

Sincerely,

Exhibit "F"

GUARANTY OF LEASE

Highland, Illinois/Ruler #320

Reference is made to that certain Lease and Lease Agreement (the "Lease") dated _____, 2014, between The Glik Company, a Delaware corporation ("Landlord"), and Kroger Limited Partnership I an Ohio limited partnership ("Tenant"), covering certain property commonly known as 2675 Northtown Way, located in the City of Highland, County of Madison and State of Illinois, which Leased property is more fully described in the Lease.

FOR VALUE RECEIVED, and in order to induce Landlord to execute the foregoing Lease, the undersigned ("Guarantor") does hereby unconditionally guaranty (i) the full performance and observance of all of the covenants, conditions and agreements provided to be performed and observed by Tenant in the Lease, including without limitation, the prompt payment of Rental and all other sums due to Landlord pursuant to the foregoing Lease, and (ii) in the event of a breach or default under the Lease by Tenant, and all reasonable attorneys' fees and other reasonable costs of enforcement under either the foregoing Lease or this Guaranty of Lease (the "Guaranty") or both.

Guarantor hereby waives notice to Guarantor of (i) acceptance of this Guaranty, (ii) any action taken or omitted by Landlord in reliance on this Guaranty, and (iii) non-payment, non-performance or default by Tenant of obligations to Landlord under the Lease (but without affecting any provision of the Lease concerning notice and/or grace periods under the Lease and notices required to be given to Tenant and/or Guarantor, as set forth in the Lease).

Guarantor's obligations under this Guaranty shall extend through the entire term of the Lease and any renewal or extension of the Lease. Guarantor agrees that, without the necessity for its consent, the Lease may be modified, amended and supplemented in any manner including, but not limited to, a renewal or extension of the term of the Lease, and agrees that no such amendment, modification, supplement, renewal or extension shall release, affect or impair Guarantor's liability under this Guaranty. No assignment or other transfer of the Lease or any interest therein shall operate to extinguish or diminish the liability of Guarantor under this Guaranty except to the extent that Tenant's obligations under the Lease are so extinguished or diminished. Notwithstanding anything to the contrary, Guarantor will not be responsible for any amendment, supplement or modification entered into by a tenant not affiliated with Guarantor to the extent that Tenant's obligation under the Lease are increased.

Guarantor agrees that its liability under this Guaranty shall not be affected, reduced or impaired by reason of the failure of Landlord to pursue or enforce against Tenant any right or remedy available to Landlord, and Guarantor hereby waives all right to require

Landlord first to pursue, enforce or resort to any or all such rights or remedies of Landlord against Tenant.

It is agreed that the failure of Landlord to insist, in any one or more instances, upon strict performance of observations of any of the terms, provisions or covenants of the Lease or to exercise any right contained in the Lease shall not be construed or deemed to be a waiver or relinquish for the future of such term, provisions, covenant or right, but the same shall continue and remain in full force and effect.

DATED this _____ day of May, 2014.

GUARANTOR:

THE KROGER CO., an Ohio corporation

Exhibit "G"

SUBORDINATION, NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter "Tenant"), _____ (hereinafter "Landlord"), and _____ (hereinafter "Mortgagee").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease and Lease Agreement, both dated _____, as modified by (hereinafter collectively referred to as "Lease") whereby Tenant leased from Landlord those certain premises located in the City of _____, County of _____ and State of _____, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Demised Premises"); and

WHEREAS, Landlord has made, executed and delivered to Mortgagee its Promissory Note (hereinafter "Note") dated _____ in the principal amount of _____ Dollars (\$_____) secured by a mortgage/deed of trust (hereinafter "Mortgage") of and affecting the Demised Premises, of even date with the Note, which Mortgage is filed for record in the Office of _____, _____ County, _____ in Deed Book _____ at Page _____; and

WHEREAS, the Note is additionally secured by an assignment of leases and rents (hereinafter "Assignment"), which Assignment is filed for record in the Office of _____, _____ County, _____, in Deed Book _____ at Page _____, whereby the Lease was assigned by Landlord to Mortgagee; and

WHEREAS, Mortgagee is at this date the owner and holder of the Note secured by the Mortgage and Assignment; and

WHEREAS, the parties hereto wish that the Lease be subordinate to the lien of the Mortgage upon the condition that Mortgagee covenants that Tenant's possession of the Demised Premises will not be disturbed upon foreclosure and upon the further condition that Tenant attorn to and recognize as Landlord the Mortgagee.

NOW, THEREFORE, in consideration of the mutual promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Mortgagee, intending to be legally bound, warrant, covenant and agree as follows:

1. Tenant's leasehold interest under the Lease is hereby made subject and subordinate to the lien of the Mortgage and to any renewals, extensions or modifications thereof, regardless of priority of recording, subject to the provisions of this Agreement.

2. Mortgagee covenants that so long as Tenant shall not be in default under the Lease beyond any applicable grace or cure period provided in the Lease:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the Note or other obligation secured thereby; and

(b) Mortgagee will affirmatively recognize the validity of the Lease, all of the Lease terms, including renewal periods; and Tenant's possession of the Demised Premises and Tenant's rights thereto and under the Lease shall not be disturbed, affected or impaired by:

(i) any suit, action or proceeding upon the Mortgage or the note or other obligation secured thereby, or by the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents in the possession of the holder of the Mortgage, or by any judicial sale or execution or other sale of the Demised Premises, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Mortgage or other documents as a matter of law, or

(ii) any default under the Mortgage or the Note or other obligation secured thereby.

3. In the event Mortgagee obtains title to the Demised Premises through foreclosure or deed in lieu of foreclosure under the Mortgage, Tenant and Mortgagee agree to be bound by all of the provisions of the Lease, and Tenant will attorn to Mortgagee, its successors and assigns, to the same extent and with the same effect as if Mortgagee were the original landlord under the Lease, and Mortgagee shall perform all obligations of Landlord under the Lease to the same extent and with the same effect as if Mortgagee were the original Landlord under the Lease; provided, however, that Mortgagee shall not be subject to any liability or obligation under the Lease or otherwise until Mortgagee shall have acquired the interest of Landlord in the Demised Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has acquired the interest of the Landlord in the Demised Premises, except for those liabilities and obligations of which Mortgagee had written notice prior to its acquisition of Landlord's interest.

4. Tenant covenants not to pay any installment of monthly rent or any part thereof more than thirty (30) days prior to the due date of such installment. Nothing contained herein, however, shall be construed as limiting either Tenant's right to make deductions or offsets against rents as provided in the Lease or the amount thereof. Tenant and Landlord agree that they will not, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, enter into any amendment of the Lease that would reduce the monthly rent or the original term of the Lease. Mortgagee expressly consents to all other amendments to the Lease which consent is hereby self-operative and without further agreement.

5. Tenant agrees to give Mortgagee notice of a Landlord default under the Lease at the same time as Tenant gives notice to the Landlord. Default situations in which there is a reasonable probability of immediate bodily injury or property damage may be corrected by Tenant without notice of Mortgagee. Mortgagee shall be entitled, but shall not be obligated, upon notice of a default by Landlord under the Lease to remedy the default of the Landlord

provided that Mortgagee promptly commences action to correct the default within thirty (30) days and Mortgagee proceeds with due diligence and without interruption to complete the action necessary to cure the default.

6. In the event Tenant receives written notice from Mortgagee that rentals due under the Lease are to be paid to Mortgagee, pursuant to the terms of the Assignment, Tenant shall pay to Mortgagee, or in accordance with the directions of Mortgagee, all rentals and other monies due or to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Mortgagee, or as otherwise directed by Mortgagee, and hereby releases and discharges Tenant of and from any liability to Landlord on account of any such payments. The provisions contained herein shall in no way alter, affect or impair Tenant's rights to make deductions from or offsets against rent as provided in the Lease.

7. All condemnation awards and insurance proceeds paid or payable with respect to the Demised Premises shall be applied in accordance with the terms of the Lease.

8. All notices required or permitted to be made under this Agreement shall be deemed properly served if delivered in writing personally or if sent by certified or registered mail, return receipt requested to:

Tenant at: 1014 Vine Street
Cincinnati, OH 45202
Attention Real Estate Department

Landlord at: 3248 Nameoki Road
Granite City, IL 62040
Attention James Glik

Mortgagee at:

or to any subsequent address designated in accordance with this provision. Date of service of a notice shall be the date of personal delivery, or if sent by mail, upon deposit in a post office of the United States Postal Service, or successor governmental agency.

9. This Agreement shall be binding upon and inure to the benefit of Tenant, Landlord and Mortgagee, their respective heirs, personal representatives, successors and assigns.

10. Landlord shall promptly record this Agreement and shall furnish the recording information to Tenant within sixty (60) days of the date hereof.

11. This Agreement constitutes the entire understanding of the parties hereto and is intended to be a full, final and complete integration of all prior or contemporaneous agreements regarding the matters set forth herein. No amendment to this Agreement shall be effective unless it is in writing, signed by all parties

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TENANT

Kroger Limited Partnership I, an Ohio limited partnership

By: KRGP Inc., an Ohio corporation,
Its general partner

WITNESSES:

By: _____
Name: _____
Title: _____

LANDLORD

The Glik Company, a Delaware corporation

By _____
Name: _____
Title: _____

MORTGAGEE

By _____

(Tenant Acknowledgment)

STATE OF OHIO)
)
COUNTY OF HAMILTON) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Terry M. Evans, the Vice President of KRGP Inc., an Ohio corporation, general partner of Kroger Limited Partnership I, an Ohio limited partnership on behalf of the corporation and limited partnership.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

(Landlord Acknowledgment)

STATE OF)
)
COUNTY OF) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of The Glik Company, a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

(Mortgagee Acknowledgment)

STATE OF)
)
COUNTY OF) ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, a[n] _____, on behalf of the _____.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

Exhibit "H"

Restricted Building Area

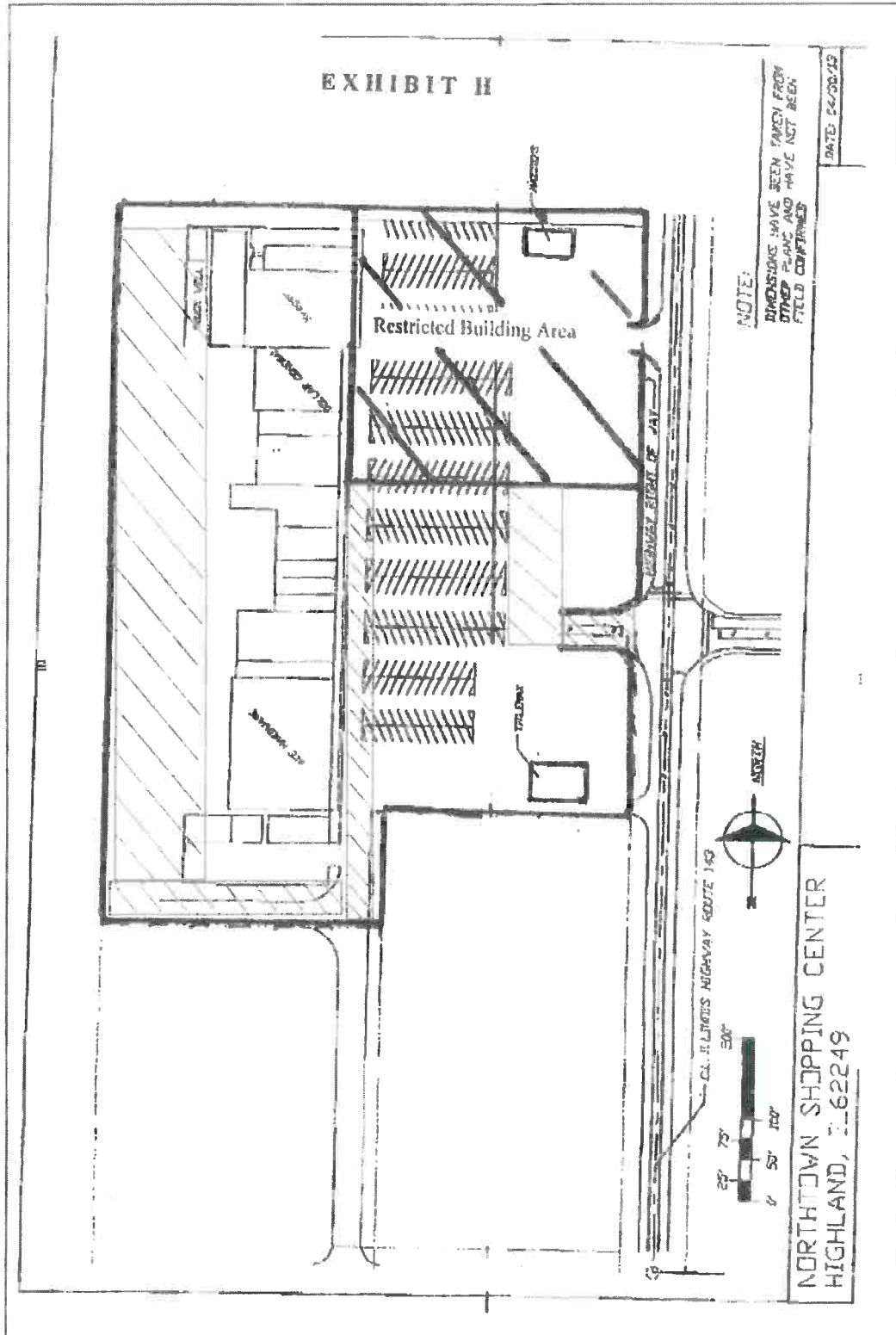


Exhibit "I"

Common Area Condemnation

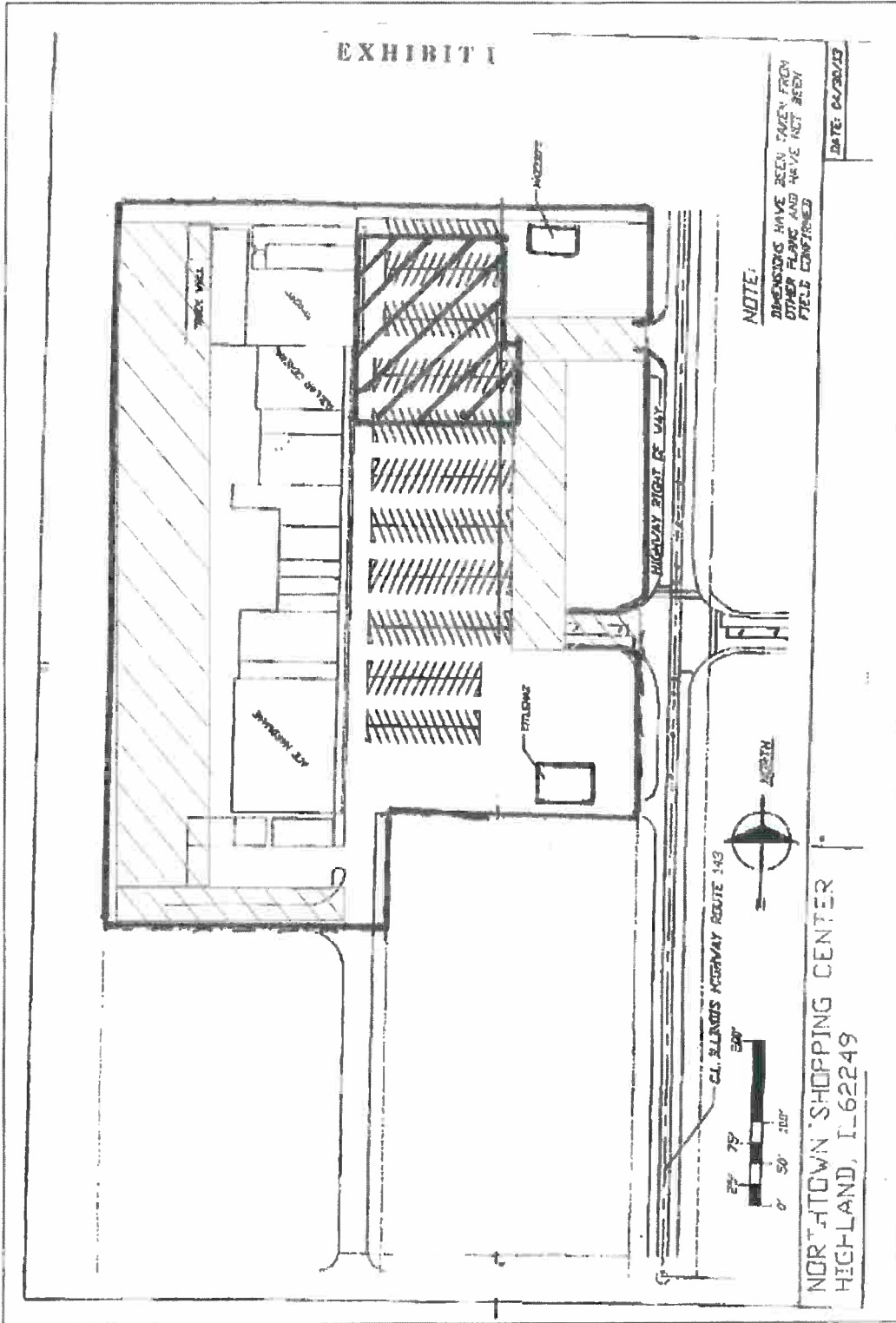


Exhibit "J"

Restrictions

Notwithstanding anything in the Lease to the contrary, the Premises shall not be used for any of the following purposes.

1. Consumer financial services and electronic preparation of tax returns. **[Security Finance]**
2. Consumer loan/pawn operation. **[TitleMax]**
3. A Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Deal\$, Dollar Zone, Bonus Dollar, Maxway, Super Ten, Planet Dollar. **[Dollar General]**
4. Adult bookstore or store selling drugs or drug paraphernalia (whether legal or otherwise).
5. Flea Market or pawn shop.
6. Automotive Repair.
7. Movie theatre, skating rink, bingo parlor, gambling establishment, bowling alley, game arcade, or amusement center.
8. Strip club.
9. Gas station or car wash.
10. Sales of cars, motor vehicles, trailers or mobile homes.
11. The retail sales of men's, women's or children's clothing, apparel or footwear, provided that nothing herein shall prevent any occupant of the Shopping Center from selling such products as an incidental part of its principal business so long as the total number of square feet of building area devoted to the display for the sale thereof does not exceed five percent (5%) of the total number of square feet of building area occupied by same or five hundred (500) square feet, and further provided that this restriction shall cease to be in force and effect if the Demised Premises (i.e. The Glik Company store) are not used as a business for the sale of men's, women's or children's clothing, apparel or footwear. **[Glik's]**
12. The rental or lease of electronics, appliances and/or furniture. It will not be a violation of this provision if such occupant's receipts from the rental or lease of electronics, appliances and/or furniture are less than 5% of the occupant's gross receipts. This provision does not apply to any lease to Kroger or any of its subsidiaries or affiliates, **but it does apply to any assignee or subtenant.** **[National Rent to Own]**
13. The sale of sub sandwiches as a primary selling item. **[Subway]**

Exhibit "K"
Pylon Signage

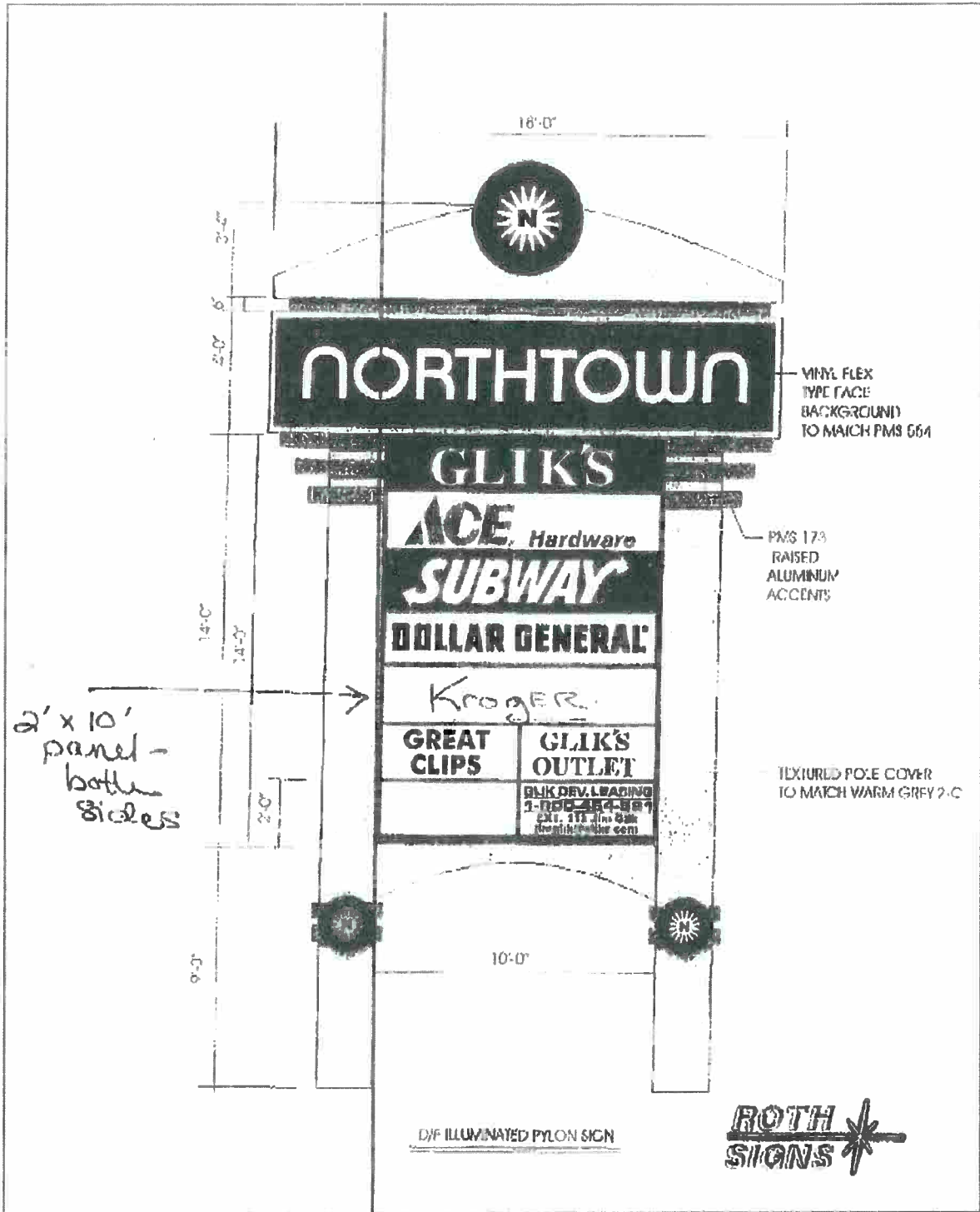
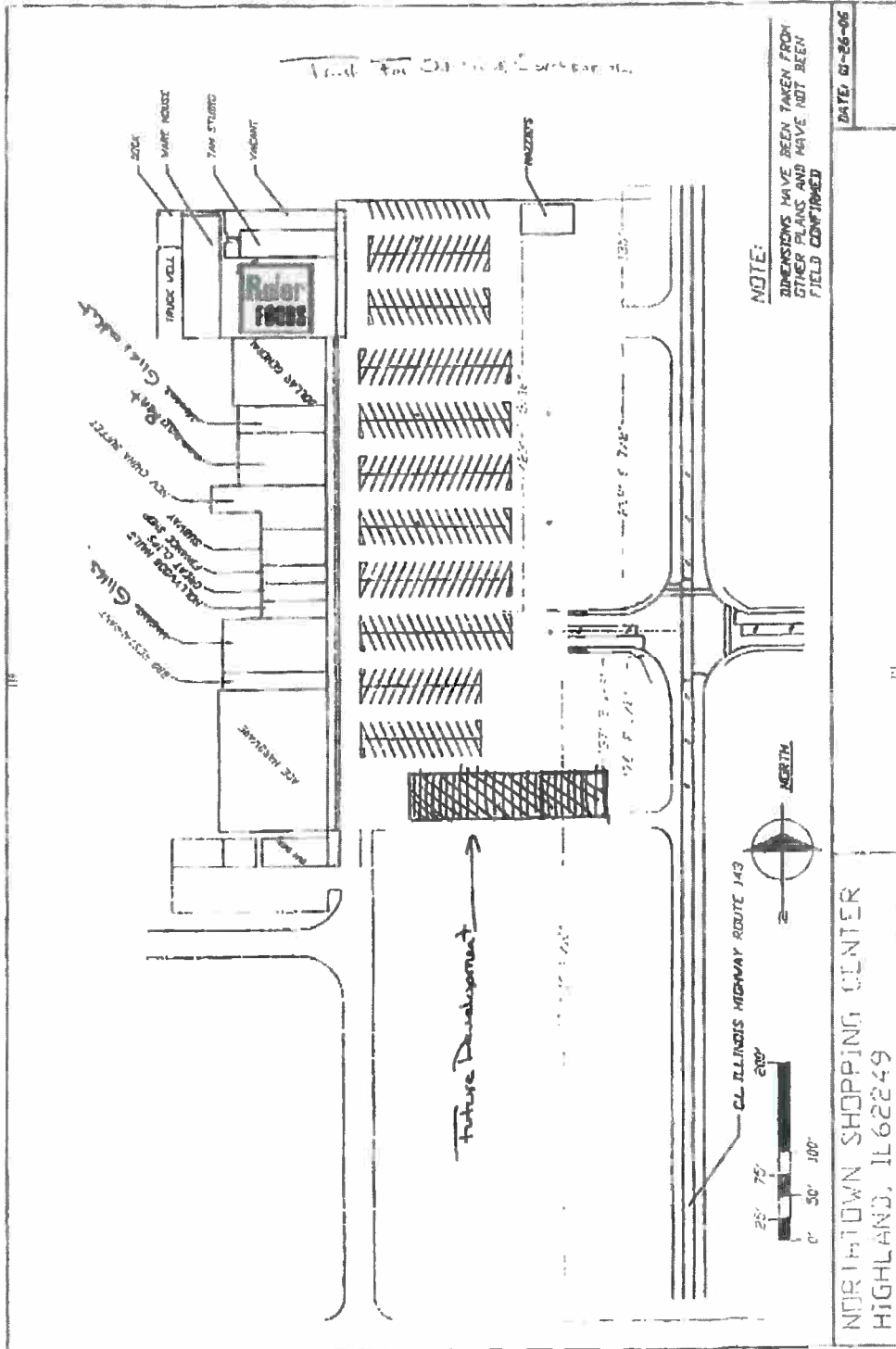
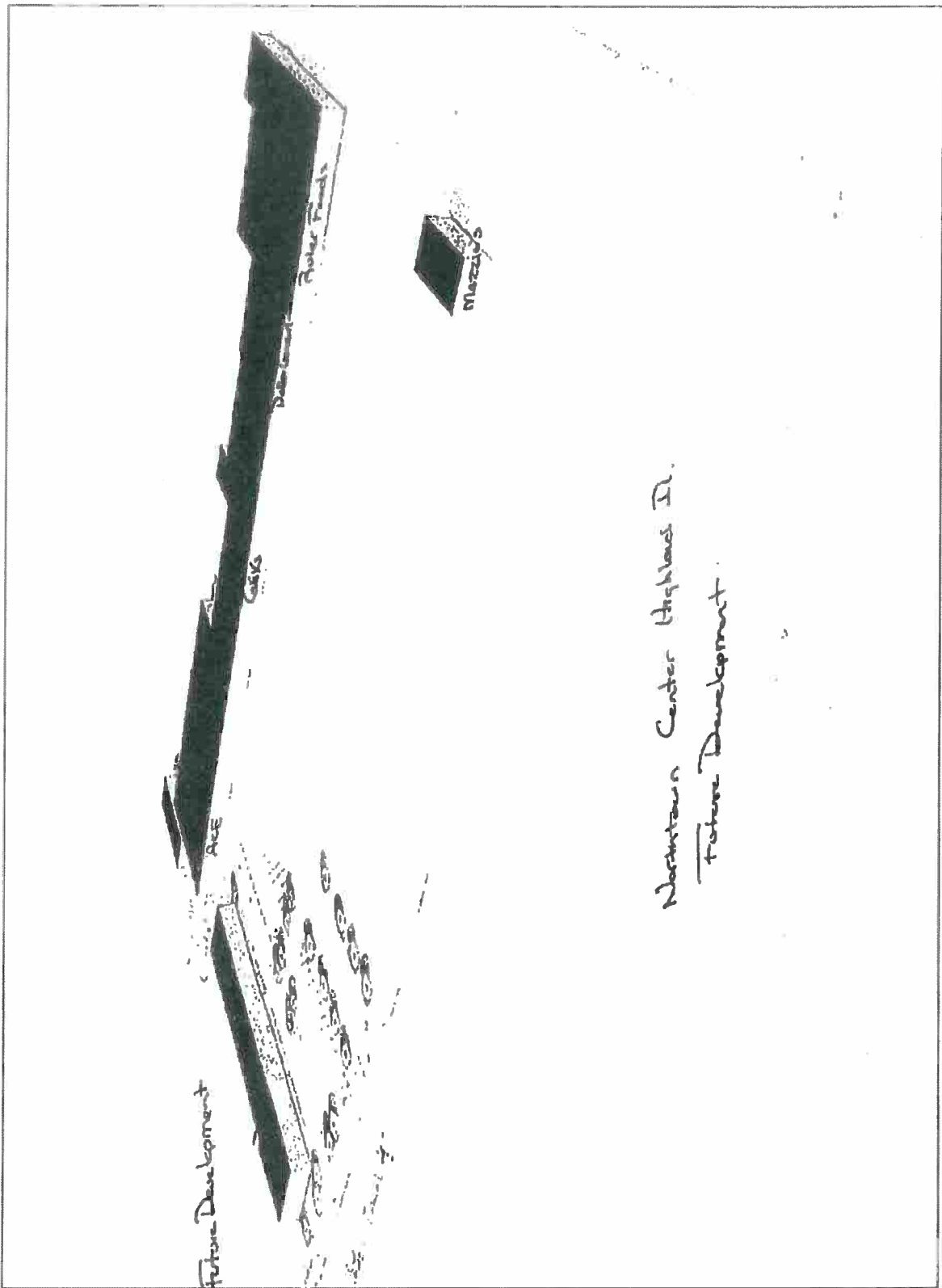


Exhibit "L"

Landlord's Development Area





Northtown Center Highlands II.
Future Development.

Exhibit "M"
Form of Letter for Non-Solicitation

Date _____

RE: Store _____
St. Address _____
City _____

Dear _____:

We are always concerned with the continuous and smooth operation of the shopping center, including the prevention of disruptive activities or nuisances that have a potentially adverse impact on our tenants and their customers, our shopping center, and the community at large.

For the above purposes, and to facilitate a prompt response to unauthorized activities on the premises, the undersigned Landlord states as follows:

- To the maximum extent permitted by law, no person or organization (whether or not involving a labor union) shall be permitted to engage in soliciting, protesting, demonstrating, picketing, hand billing or related disruptive behavior within the property limits owned by the Landlord. This includes the portion on which your store currently operates under the terms of our Lease.
- Any person or organization who engages in the above-referenced conduct shall be considered a trespasser and removed from the property owned by us and/or leased by your organization.
- Landlord gives KROGER LIMITED PARTNERSHIP I the authority (but not the responsibility or obligation) to have police or other authorities remove those trespassers from the property referenced whose activities or actions are directed, in whole or in part, towards KROGER LIMITED PARTNERSHIP I, any parent, subsidiary or affiliate of KROGER LIMITED PARTNERSHIP I, or their respective officers, employees, agents, contractors, invitees, licensees or customers.

In addition, Landlord agrees, should any similar situation arise involving property contiguous to property owned by us (i.e., right of way and/or easement areas, etc.), Landlord gives KROGER LIMITED PARTNERSHIP I the authority (but not the responsibility or obligation) to (1) post signs at appropriate locations in the shopping center and otherwise advise protesters, demonstrators, picketers, hand billers or other trespassers that no such activity or solicitation is permitted in the shopping center, and (2) paint up to a 6" wide blue line, on the pavement and grass areas just inside the property lines in and around the entrances and exits for the noted property in order to assist in keeping protesters, demonstrators, picketers, hand billers or other trespassers off the property. As a part of this Agreement, KROGER LIMITED PARTNERSHIP I will use its best efforts to minimize the negative

visual or other effects on customers of the center, and will restore the property to its condition prior to any modification by you in connection with such measures.

Further, it is understood that KROGER LIMITED PARTNERSHIP I agrees to indemnify and hold harmless Landlord from and against any and all claims, actions, causes of action, damages, and expenses, including legal fees and/or private security expenses incurred by Landlord arising out of the acts or omissions of the Kroger Limited Partnership I, its employees, agents or contractors as a direct result of the authority granted in this letter.

Should there be any need to contact our offices regarding the need to have trespassers removed from the property referenced, please contact one of the following:

Name: _____ Name: _____

Office Phone # _____ Office Phone # _____

Cellular Phone # _____ Cellular Phone # _____

Sincerely,

AGREED:

LANDLORD:

By: _____

Its: _____

Date: _____

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned, the duly authorized agent of KROGER LIMITED PARTNERSHIP I, hereby acknowledges receipt of the foregoing letter and agrees that Kroger Limited Partnership I will be bound by the terms thereof, including the indemnification provision set forth therein.

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

By: KRGP Inc., an Ohio corporation,
its general partner

By: _____

Name: _____

Its: _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES,
CITY OF HIGHLAND, ALCOHOLIC LIQUOR, TO INCREASE THE NUMBER
OF D2 LIQUOR LICENSES TO NINE**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued . . . 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “A2” liquor licenses as follows:

Sec. 6-1. DEFINITIONS.

Restaurant means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where meals actually are served and regularly served, such space being provided with adequate and sanitary kitchen and dining

room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. (See 235 ILCS Sec. 5/1-3.23)

Sec. 6-26 CLASSIFICATION – FEE – LIMITATION.

(4) *Class "D1" and class "D2" licenses: Restaurants.* Class "D1" and class "D2" licenses shall authorize the sale of alcoholic liquor of all varieties at retail for consumption on the premises in conjunction with the operation of a restaurant, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

b. Class "D2" license may permit the licensee to operate video gaming terminals upon the premises. Class "D2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "D2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's Class "D2" license without refund of any portion of the license fee. An applicant for the class "D2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six video gaming terminals may be located on any class "D2" licensee's premises.

4. Every class "D2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "D2" license shall be \$500.00.

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently limits the number of City Liquor licenses issued as follows:

Sec. 6-26 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	6
Class B	5 (Unlimited)
Class C	5 (Unlimited)
Class D1	6
Class D2	8
Class E	2 (Unlimited)
Class F	2 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to increase the number of D2 liquor licenses from eight (8) to nine (9) licenses; and

WHEREAS, City has determined the additional D2 liquor license will be issued to a qualified applicant by way of separate resolution.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. Chapter 6, of the Code of Ordinances, City of Highland, shall now read:

Sec. 6-26 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	6
Class B	5 (Unlimited)
Class C	5 (Unlimited)
Class D1	6
Class D2	9

Class E	2 (Unlimited)
Class F	2 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

Section 3. The number of D2 liquor licenses will be increased from eight (8) licenses to nine (9) licenses.

Section 4. The additional D2 liquor license will be issued to a qualified applicant by way of separate resolution.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. _____

A RESOLUTION ISSUING A “D2” LIQUOR LICENSE TO DUSTIN BARRY, ON BEHALF OF REHBERGER HOLDINGS, LLC, FOR MOLLY’S MOCHAS, LLC, PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ENTITLED ALCOHOLIC LIQUOR

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, Dustin Barry, on behalf of Rehberger Holdings, LLC, for Molly’s Mochas, LLC (hereinafter “Molly’s Mochas”) desires to obtain a “D2” (Restaurant with gaming) liquor license; and

WHEREAS, Molly’s Mochas has submitted an Application for a Retail Liquor Dealer’s License to City (*see* Application attached hereto as **Exhibit A**); and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “D2” liquor licenses as follows:

Sec. 6-1 DEFINITIONS.

Restaurant means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where meals actually are served and regularly served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. (See 235 ILCS Sec. 5/1-3.23)

Sec. 6-26 CLASSIFICATION – FEE – LIMITATION.

(4) *Class "D1" and class "D2" licenses: Restaurants.* Class "D1" and class "D2" licenses shall authorize the sale of alcoholic liquor of all varieties at retail for consumption on the premises in conjunction with the operation of a restaurant, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

b. Class "D2" license may permit the licensee to operate video gaming terminals upon the premises. Class "D2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "D2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's Class "D2" license without refund of any portion of the license fee. An applicant for the class "D2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal

establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six video gaming terminals may be located on any class "D2" licensee's premises.

4. Every class "D2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "D2" license shall be \$500.00.

WHEREAS, Molly's Mochas' Application for Retail Liquor Dealer's License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City Council recently passed an Ordinance increasing the number of "D2" liquor licenses available from eight (8) to nine (9); and

WHEREAS, City has determined there is one "D2" liquor license currently available to be issued to Molly's Mochas; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue Molly's Mochas a "D2" Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the "D2" liquor license to Molly's Mochas; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue a "D2" liquor license to Molly's Mochas once the Liquor

Commissioner has ensured all aspects of City Code have been satisfied regarding the issuance of this license.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City shall issue a “D2” liquor license to Molly’s Mochas.

Section 3. This resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE

CITY OF HIGHLAND

NAME OF INDIVIDUAL FILLING FORM OUT: Dustin Barry

TELEPHONE: 618-977-1854

DATE OF APPLICATION: 10/26/20

LIQUOR LICENSE CLASS D2

- | | |
|---|-------------------------------------|
| 1. COPY OF DRAM SHOP INSURANCE | <input checked="" type="checkbox"/> |
| 2. COPY OF LEASE/ CONTRACT | <input checked="" type="checkbox"/> |
| 3. COPY OF DIAGRAM OF PREMISES | <input checked="" type="checkbox"/> |
| 4. COPY OF STATE OF ILLINOIS LICENSE | <input type="checkbox"/> |
| 5. PROOF OF STATE OF IL CLASSIFICATION, FOR EXAMPLE, LLC, DBA, INC. | <input checked="" type="checkbox"/> |

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

This application properly completed and signed must be filed with the City Clerk and must be accompanied by a remittance in the proper amount, made payable to the City of Highland.

The undersigned individual or partnership hereby makes application for a RETAIL LIQUOR DEALERS LICENSE and submits the following information:

1. Applicant: Molly's Mochas, LLC
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION - - -TYPE OR PRINT CLEARLY)

2. Trade, Partnership or Assumed Name _____

3. Give date partnership/corporation was formed under name given on Line 1: _____
Month Day Year

4. Location of above place of business 916 6th Street Highland IL 62249
NUMBER STREET CITY STATE ZIP CODE

5. Has your assumed name been filed with the County Clerk?
Yes _____

6. Are alcoholic liquors stored but not sold at any location other than the one given above?
No _____
If "yes", give location: _____
NUMBER STREET CITY STATE ZIP CODE

7. Check principal kind of business:

<input checked="" type="checkbox"/> Restaurant	<input type="checkbox"/> Tavern	
<input type="checkbox"/> Hotel	<input type="checkbox"/> Grocery Store	<input type="checkbox"/> Amusement Place
<input type="checkbox"/> Club	<input type="checkbox"/> Package Store	<input type="checkbox"/> Department Store
<input type="checkbox"/> Country Club	<input type="checkbox"/> Gaming Hall	<input type="checkbox"/> Convenience Store

8. Give name and address of owner of premises: Rehberger Holdings, LLC

9. Has a Liquor License been revoked at this location within the past year? No

10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: Dustin Barry 2505 Country Hills Ln Highland IL 62249 04/29/81

A. Is such manager a resident of the City of Highland, Illinois? YES NO

11. If "yes", how long and address of person 27Years, 2505 Country Hills Ln Highland IL 62249

12. Is this business located within 100 feet of any church, school, hospital, home for the aged or indigent persons or for veterans, their wives or children or any naval or military station? No

A. If answer to the above is "yes", is your place of business a hotel offering restaurant service, a regularly organized club, a food shop, or other place where the sale of liquor is not the principal business carried on? _____

B. If answer to (A) is "yes", on what date was business started? _____

13. Have any manufacturers, importing distributor or distributor directly or indirectly paid or agreed to pay for this license, advanced money, or anything else of value. Except as specifically permitted in the Act, or any credit, (Other than merchandising credit in the ordinary course of business as specifically permitted in the Act), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? No If answer is "yes", give particulars _____

14. Applicant Information: Name Dustin Barry

A. Residence Address 2505 Country Hills Ln Highland IL 62249
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Naperville, Dupage County, Illinois
NAME OF CITY, COUNTY AND STATE

Date of Birth: 04/29/1981
Month Day Year

C. Are you a citizen of the United States? Yes If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction No

E. Have you ever made application for a liquor license for any other premises? No
Date: _____ State disposition of application: _____

Give address: _____

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? No If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? No Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? No Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? Yes

15. Co-Applicant information: Name Laura Barry

A. Residence Address 2505 Country Hills Ln Highland Il 62249
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Breese, Clinton, Illinois
NAME OF CITY, COUNTY AND STATE

Date of Birth: 9.07.83
Month Day Year

C. Are you a citizen of the United States? Yes If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction No

E. Have you ever made application for a liquor license for any other premises? Yes

Date: 5/18/2016 State deposition of application: Valid

Give address: 12547 Suite E State rt 143 Highland IL, 62249

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? No If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? No Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? No Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? Yes

16. State the Names, Home addresses and DOB of all officers and directors of said Corporation:

Name (Last,First,MI) Home Address (Street, City, State, Zip) Date of Birth

Dustin Barry M 2505 Country Hills Ln Highland IL 62249 04/29/81

Laura Barry B 2505 Country Hills Ln Highland IL 62249 09/07/83

17. If a majority interest in the stock of the Corporation is owned by one person, or his nominees, state the name and address of such person: _____

18. State the location and description of the premises or place of business which is to be operated under this license: (Attach a detailed diagram of property noting exits, entrances, location of bar, coolers and specific areas where retail liquor may be sold and consumed including and outside areas.)
Street Address: 916 6th St Highland IL 62249

Owner of Property: Rehberger Holdings
Last First MI

Address: 701 Laurel St. Highland IL, 62249
Street/ PO Box City State Zip

Lease from: Month October Day 26th Year 2020 TO

Month October Day 26th Year 2025

(Attach copy of lease to this application)

19. As to any officer, the proposed Manager, or any Director of the Corporation, or a Stockholder owning more than five percent (5%) in the aggregate of the stock in said Corporation, state as follows: Have any of the above ever made application for similar license at a different premises?

A. If yes, the disposition and date of said application yes
Valid license 4/18/2016

B. State whether any of the above had a previous license revoked by the State, United States Government, or any political subdivision or city? No

C. If yes, the reasons therefor _____

20. List Name, Addresses and Phone Numbers of five (5) references:

Shaun Voegele 12680 Iberg Rd Highalnd IL, 62249 618-781-8401

Name	Address	Phone
Tawny Drysdale	110 Waterpoint Dr. St. Jacob IL, 62281	618-420-6765

Name	Address	Phone
Aaron Schwarz	334 Regency Ct. Highland IL. 62249	618-789-1547

Name	Address	Phone
Martin Chaffee	7709 Brasswod Ln. Severn MD 21144	571-429-0048

Name	Address	Phone
Erin Banks	201 Field Crossing Dr. Unit 16 Highland IL 62249	618-972-9782

Name	Address	Phone
Kathleen Sykes	12941 Candace Lake Rd, Highland IL, 62249	618-604-7379

**AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)**

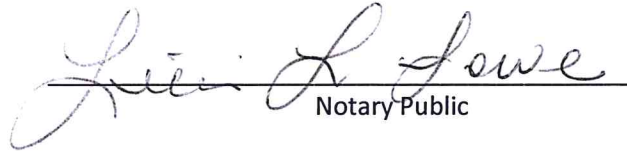
I (We) do solemnly swear (or affirm) that the statements given above are true and correct to the best of my (our) knowledge and belief; that I (We) will comply with all regulations of Federal, State and Local Liquor Control Laws; that a copy of an ordinance governing the sale at retail of alcoholic liquors and beverages in this municipality has been furnished to me (us); that I (We) understand the same, and agree to comply with all the provisions set forth therein.

I (We) agree to submit a copy of the State of Illinois Retail Dealers License when received. I shall attach to this application a financial statement listing all assets and liabilities of all owners. I shall attach certificates of proof of coverage for dram shop insurance.

I (We) swear (or affirm) that I (We) will not violate any of the laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this application are true and correct and are made for the purpose of inducing the City of Highland, Illinois to issue the license herein applied for

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF October, A.D., 2020




Notary Public

(SEAL)

APPLICANT (S):

Dustin M. Berry



CLERK

LEASE AGREEMENT

THIS AGREEMENT is made this 26th day of Oct, 2020, by and between **REHBERGER HOLDINGS, LLC** (Lessor) and Molly's Mochas, LLC (Lessee).

Lessor leases to Lessee, and Lessee takes and rents from Lessor, the premises herein described, for the term and on the conditions hereafter set forth:

1. **Premises:** The premises leased hereunder are located at 916 6th Street, Highland, IL 62249 and legally described as follows (hereinafter referred to as the "Premises"):
2. **Term:** The term of this Lease shall commence on possession of the premises, and shall continue for a period of 5 years, unless sooner terminated.
3. **Rent:** Lessee will pay Lessor as rent for the premises the sum of \$1,500 per month beginning 6 months from possession of premises, and continuing on the same day of each month thereafter through the term of this Lease.
4. **Assignment, Subletting, and Reletting:** Lessee may not sublet or assign this Lease under any conditions. If subletting or assigning does occur, this Lease will be at an end, and the Security Deposit forfeited. Lessor may relet the leased premises as they deem necessary after Lessee has returned said leased premises to Lessor.
5. **Condition of Leased Premises:** Lessee has examined the leased premises and found them to be in good order, repair, safe and tenantable condition. Lessee agrees to return leased premises to Lessor at the termination of this Lease in the same condition as at the start of this Lease, normal wear and tear. Lessee accepts the leased premises in its "AS IS" condition.
6. **Lessor's Liabilities:** Lessor shall not be liable for any damage occasioned by failure to keep the leased premises in repair, unless Lessor shall have received written notice of the specific defect causing the damage a reasonable time before the occurrence of damage has occurred. Notwithstanding, Lessor shall have reasonable period after notice of defect has been given to make repairs Lessor deems necessary.
7. **Utilities:** Lessee shall pay for electricity, gas, telephone service, water service, garbage removal, cable TV service and any other utility services.
8. **Lessee's Maintenance:** Lessee shall keep the entire leased premises in clean and sanitary condition. The Lessee will keep public sidewalks connected to the Premises free and clear of debris. If applicable, the Lessee shall maintain the yard, driveway, sidewalks and landscape in good condition, and shall mow the yard and maintain the landscaping on a regular basis.

10. Alterations. Additions: Lessee shall make no alterations or addition interior or exterior, of any kind without in each and every case first obtaining written permission form Lessor.
11. Insurance: Lessee shall be responsible for obtaining renters insurance, if desired, for all personal property of Lessee. Lessee acknowledges that Lessee is not insured by the Lessor for damage or loss of Lessee's personal property.
13. Remedies: If Lessee defaults in the payment of the rent above provided, or if Lessee persists in any default of any other promise herein made by Lessee more than ___ days after the written notice thereof, it shall be lawful for Lessor to re-enter on the leased premises, either with or without process of law, and repossess the same and to distraint for any rent that may be due thereon. In order to enforce a forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at anytime of the same day or at anytime on any subsequent day, shall be sufficient; and after such default shall be made, the Lessee, and all parties in possession under Lessee, shall be deemed guilty of forcible detainer of said leased premises under the statute in such case. If Lessee shall abandon the leased premises during the term of this Lease, or if Lessee shall be removed by Lessor by reason of their breach, then all rights of Lessee hereunder shall cease and terminate, and Lessor may re-let the leased premises for such rent and upon such terms as it may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses or such re-letting and collecting, to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all such deficiency. Lessee further agrees to pay all reasonable costs and attorneys fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreement of this Lease. Lessee agrees to yield immediate possession of the leased premises at the termination of this Lease by lapse of time or otherwise, and failing to do so shall pay double rent as liquidated damages for the time such possession is withheld; but the acceptance of such payments shall not operate as a waiver of the right of Lessor to re-enter the leased premises.
14. Successors, Etc.: The provisions of this Lease shall bind and inure to the benefit of the heirs, legal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LESSOR:

LESSEE:

Name Jeff Rehberger

Name Dustin M. Barry

Signature Jeff Rehberger

Signature: [Handwritten Signature]

Date of this notice: 07-03-2020

Employer Identification Number:
85-1747413

Form: SS-4

Number of this notice: CP 575 A

MOLLYS MOCHAS LLC
MOLLYS MOCHAS
% DUSTIN M BARRY MBR
2505 COUNTRY HILLS LN
HIGHLAND, IL 62249

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-1747413. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2021
Form 940	01/31/2021
Form 1065	03/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Ryan Sautman	
Just4You Insurance Brokers LLC		PHONE (A/C, No, Ext): 6182055300	FAX (A/C, No):
813 Broadway		E-MAIL ADDRESS: ryan@just4youins.com	
Highland IL 62249		INSURER(S) AFFORDING COVERAGE	
		INSURER A : US Insurance Company of America	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	QBOP0017225000	07/02/2020	07/02/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability						EACH OCCURENCE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

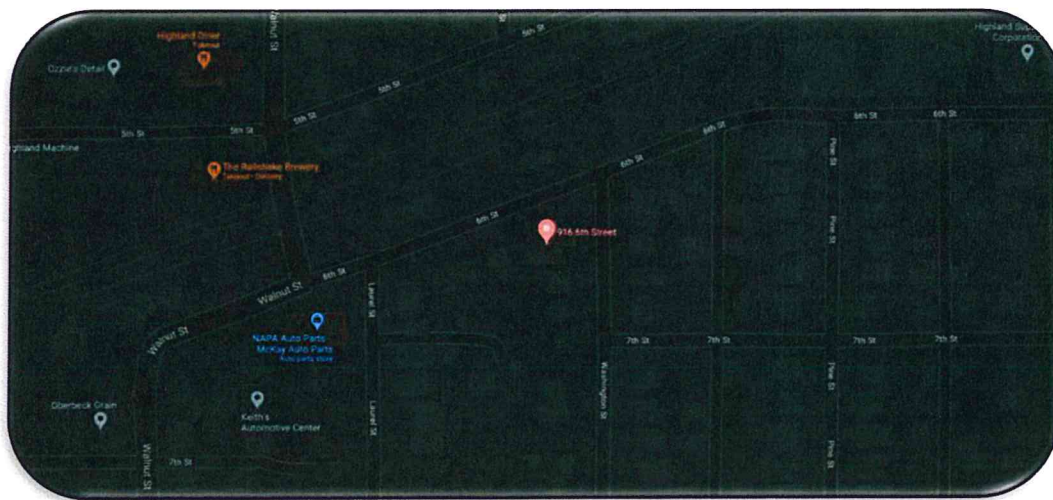
CERTIFICATE HOLDER	CANCELLATION
City of Highland	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
1115 Broadway	
Highland IL 62249	

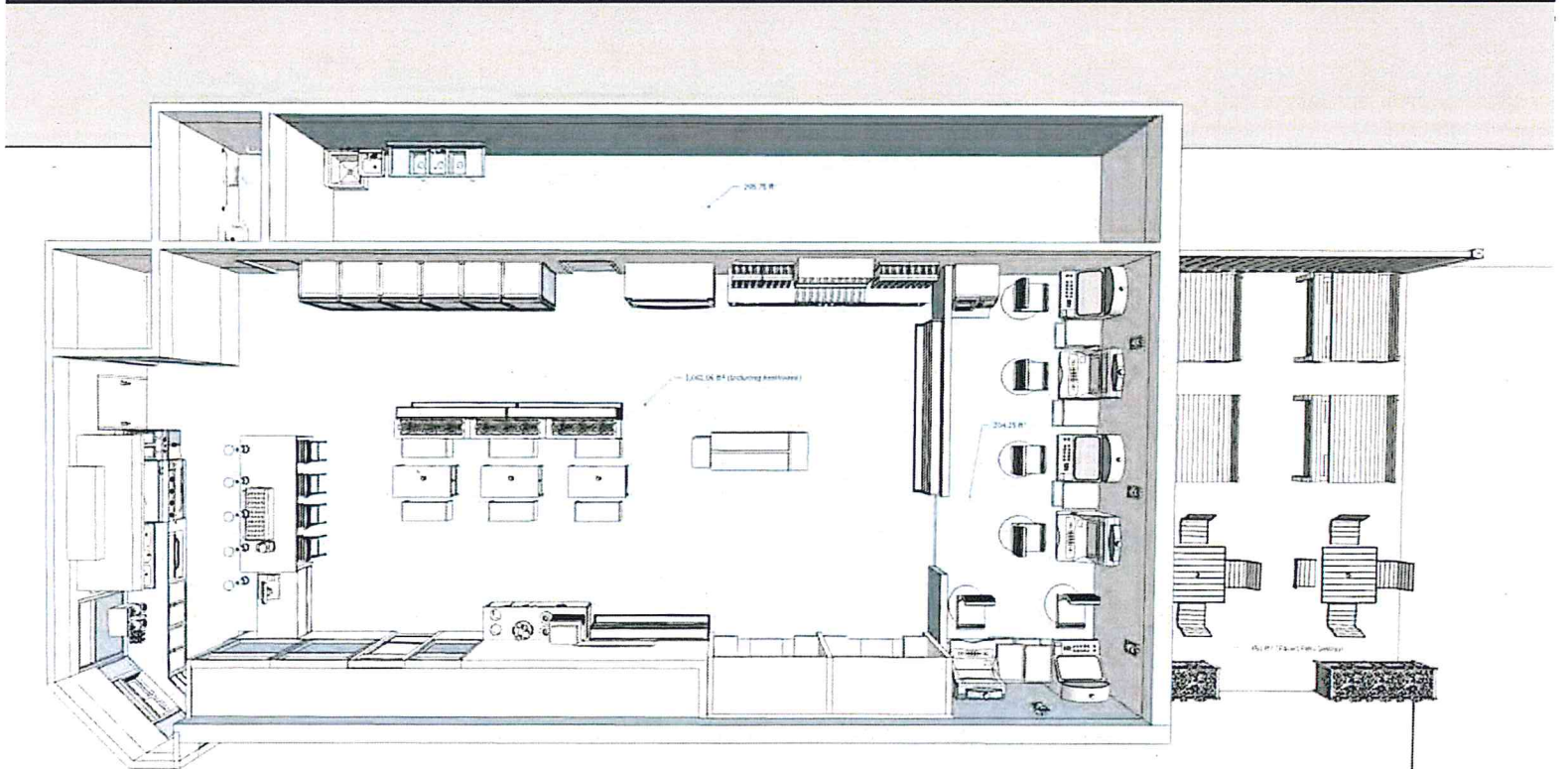
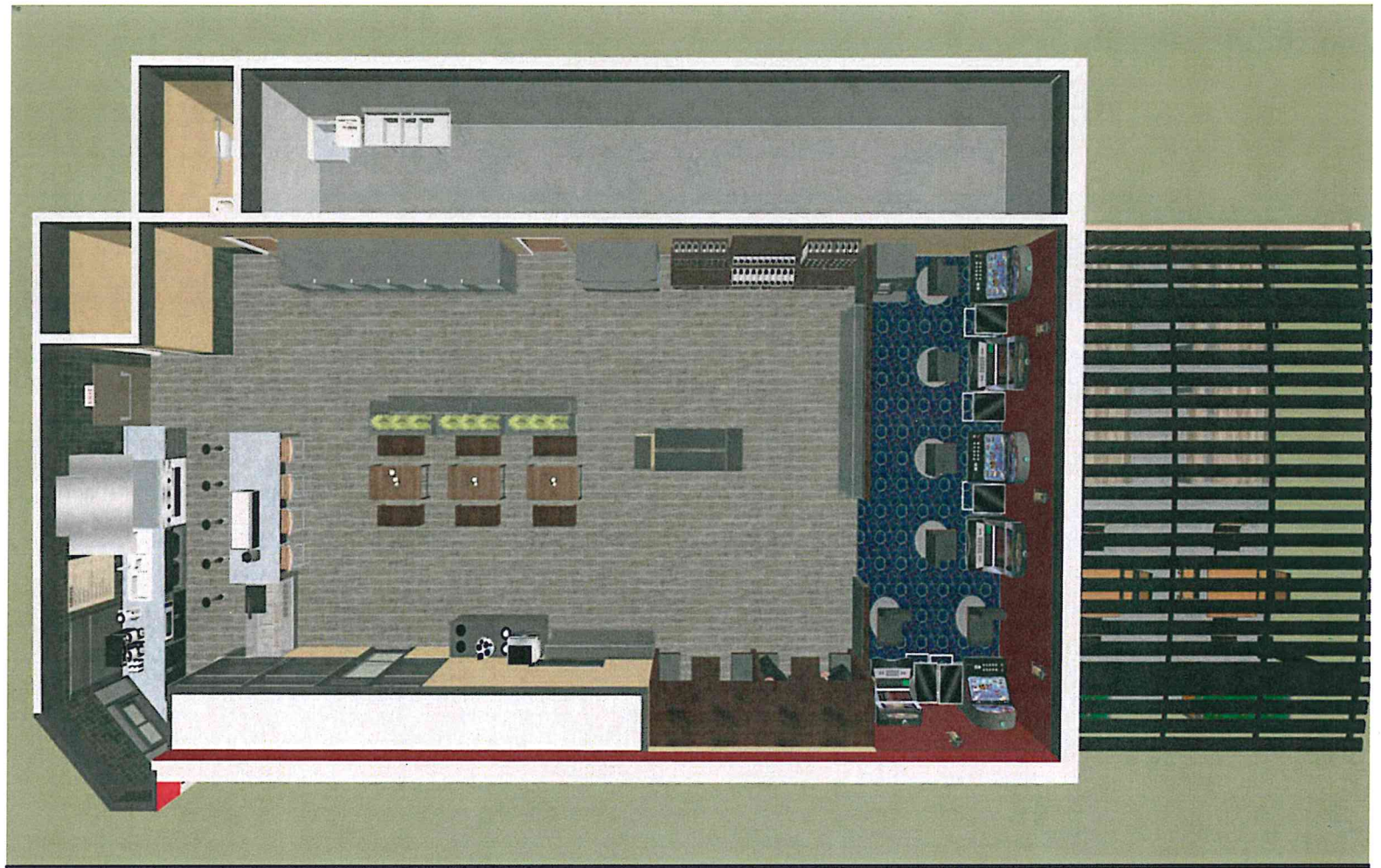
Molly's Mochas

916 6th St.

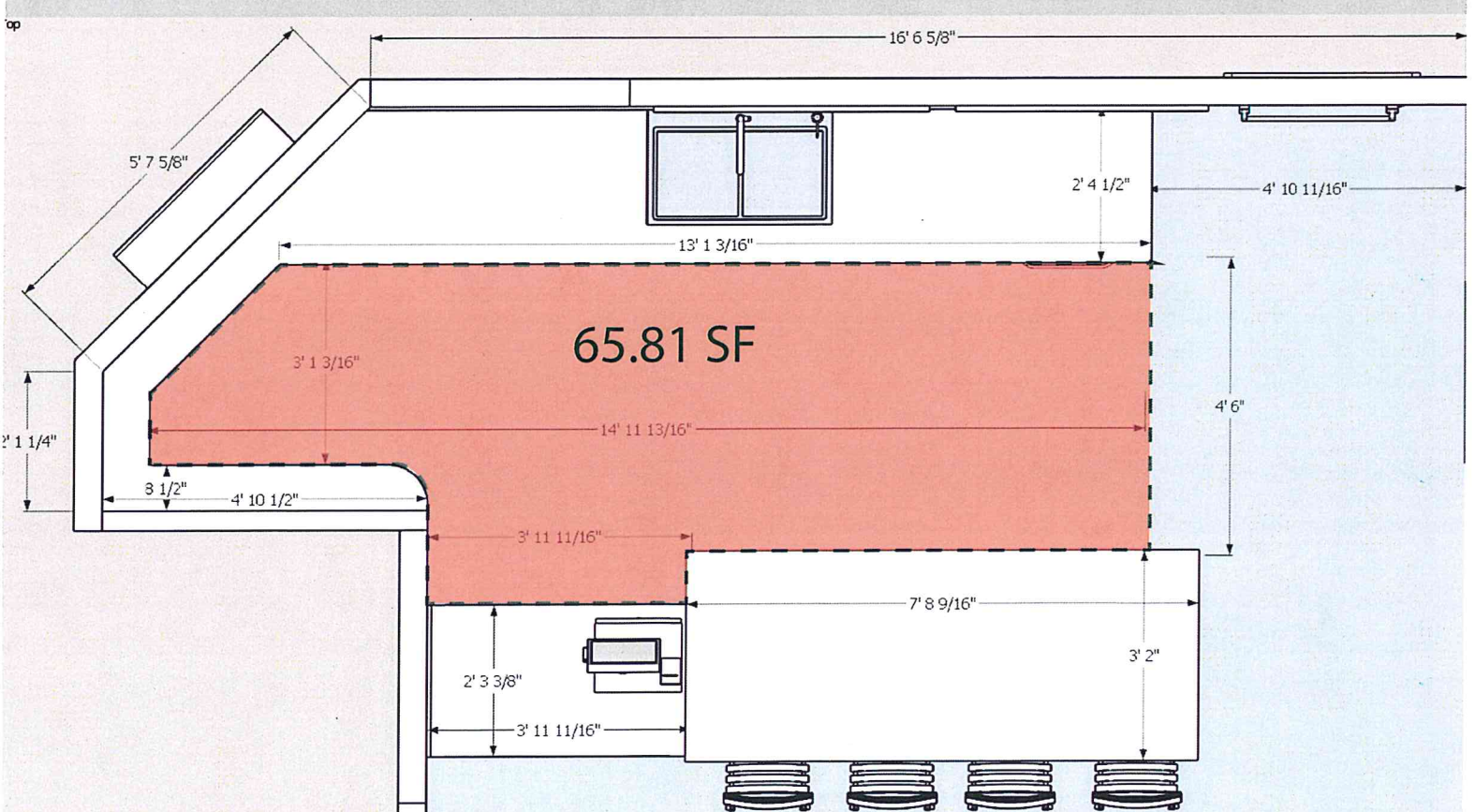
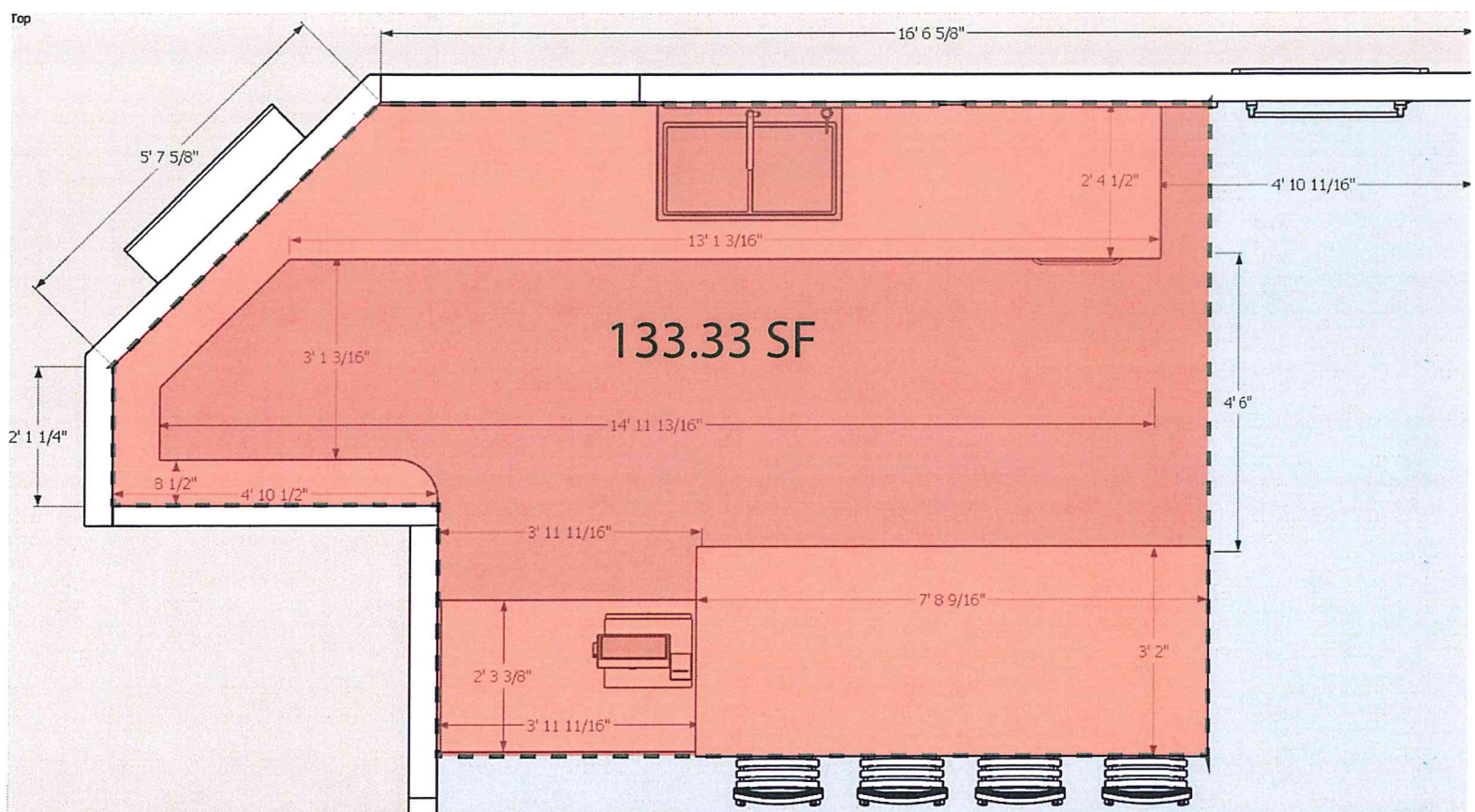
Highland, IL

Build Out Proposal





Interior Square Footage = 1,582.06
Outdoor Patio Seating Square Footage = 450
Total Square Footage = 2,032.06







COFFEE

CAFE LATTE ESPRESSO AND STEAMED MILK TOPPED WITH CREAMY FOAM	3
CAPPUCCINO ESPRESSO AND EQUAL PARTS STEAMED MILK AND FOAM	3
AMERICANO HOT WATER TOSSED WITH A DOUBLE OF TRIPLE ESPRESSO	3
KILLER BEE FOUR COFFEES COFFEE TOSSED WITH A DOUBLE OF TRIPLE ESPRESSO	4
WHITE CHOCOLATE MOCHA ESPRESSO, WHITE CHOCOLATE, AND STEAMED MILK TOSSED WITH WHIPPED CREAM	3.5
MOCHA LATTE ESPRESSO, RICH CHOCOLATE, AND STEAMED MILK TOSSED WITH WHIPPED CREAM	3.5
VANILLA LATTE ESPRESSO, VANILLA, AND STEAMED MILK	3
CARAMEL LATTE ESPRESSO, CARAMEL, VANILLA, AND STEAMED MILK WITH CARAMEL DRIZZLE	3.5
ESPRESSO FOUR OUNCES OF A DOUBLE PORTABLE ESPRESSO	4
MACCHIATO ESPRESSO WITH A DRIZZLE OF STEAMED MILK AND TOP	3.5

SAVORY EATS

ROASTED TOMATO & MOZZ BULKY FRESH MOZZARELLA, SPINACH, TOMATO, AND BREAD, DRIZZLED WITH A PINCH OF SALT AND PEPPER, TOSSED ON A TOAST	5.99
HAM & CHEDDAR CROSSANT FRESH BAKED CROSSANT, HAM, AND CHEDDAR CHEESE, PROVOLONE, SWISS AND PETA CHEESE	5.99
GRILLED FIVE CHEESE SAMMY GRILLED BREAD, SWISS, CHEDDAR, MOZZARELLA, PROVOLONE, SWISS AND PETA CHEESE	4.99
BAGEL SANDWICH TOASTED BAGEL, SWISS, CHEDDAR CHEESE, PROVOLONE, SWISS AND PETA CHEESE	4.99
BREAKFAST BURRITO TOASTED BURRITO, SWISS, CHEDDAR CHEESE, PROVOLONE, SWISS AND PETA CHEESE, HAVISER, CHEESE, GUACAMOLE AND SOUVI CHEESE	5.99

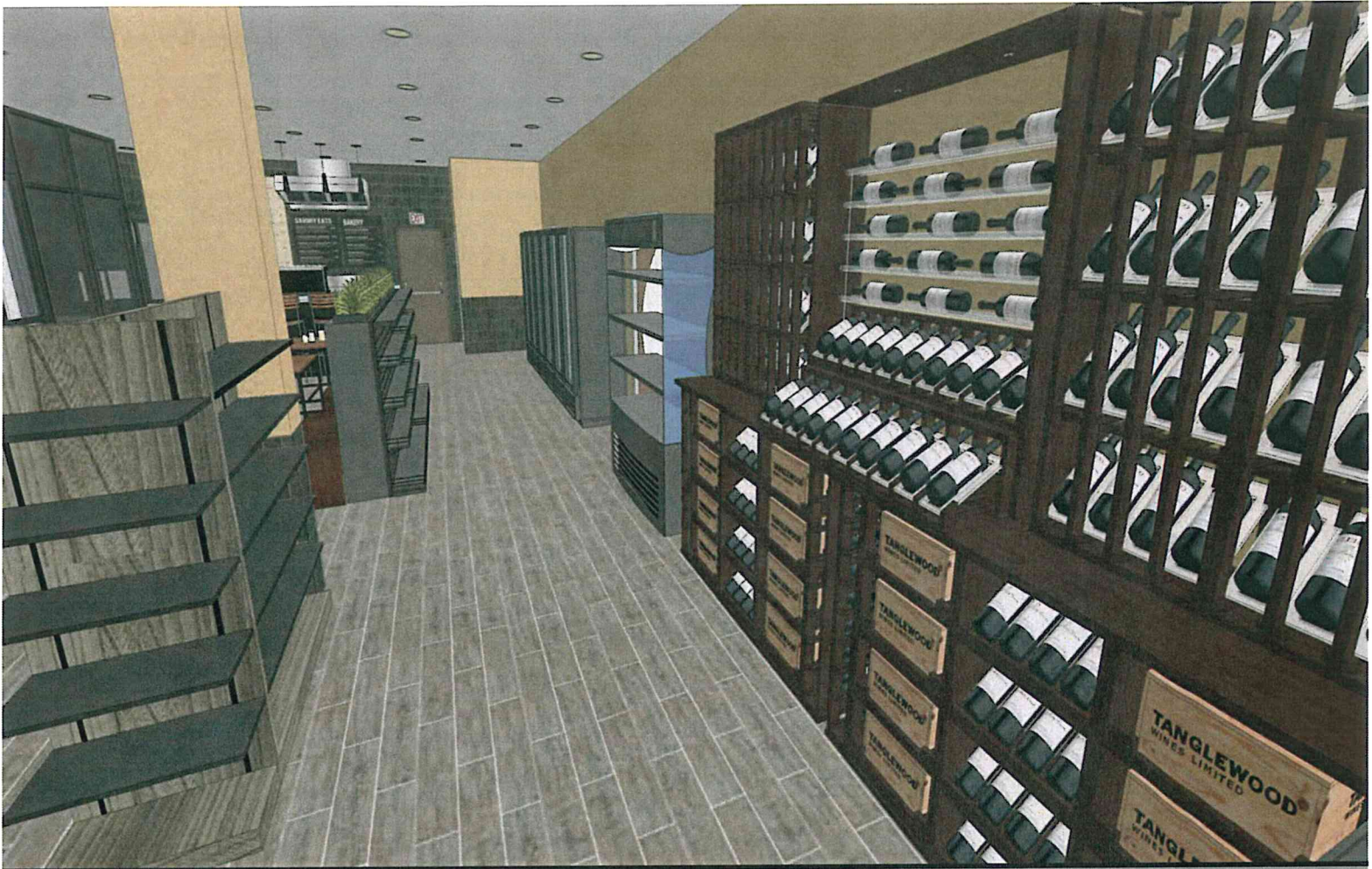
BAKERY

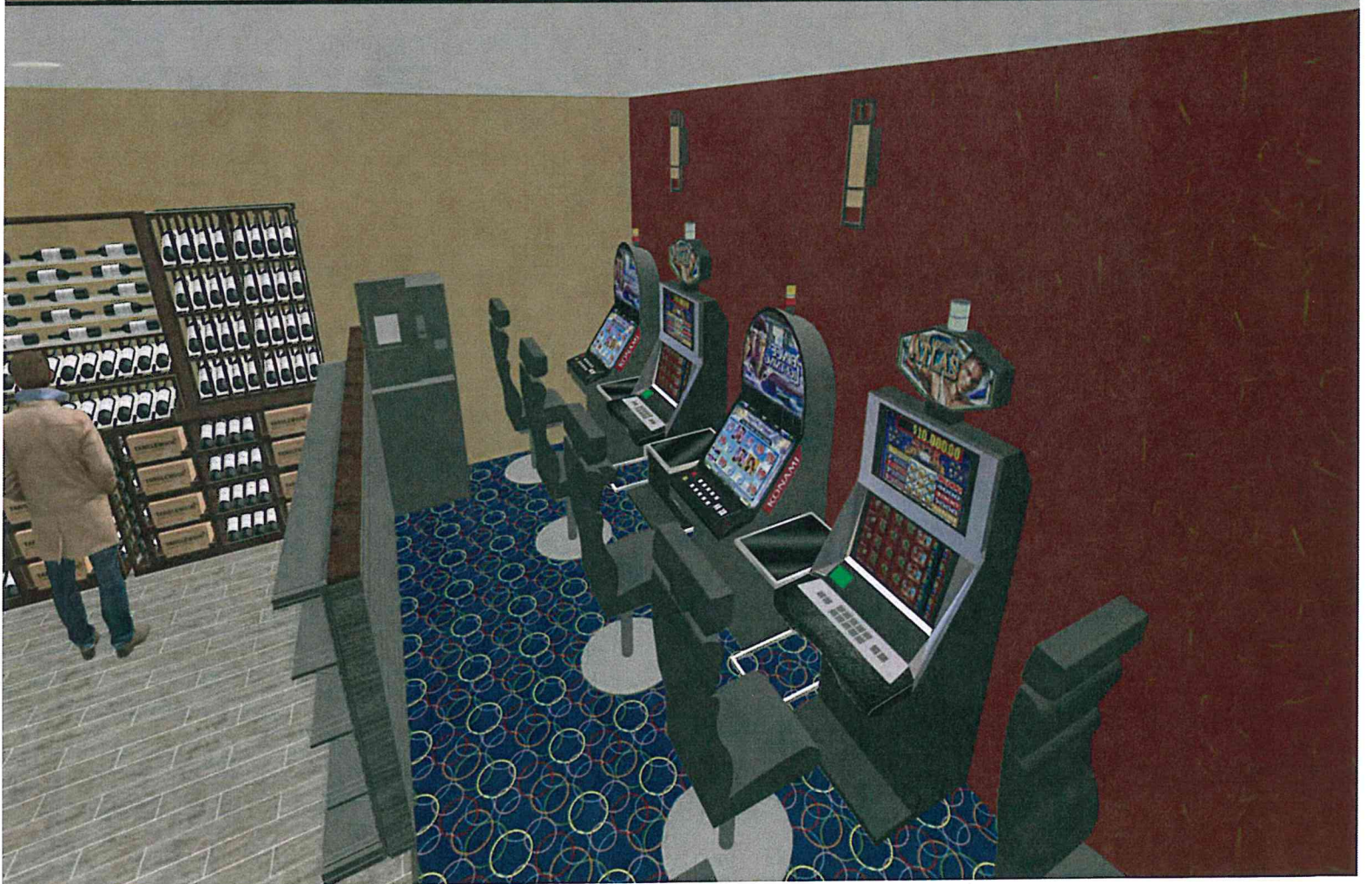
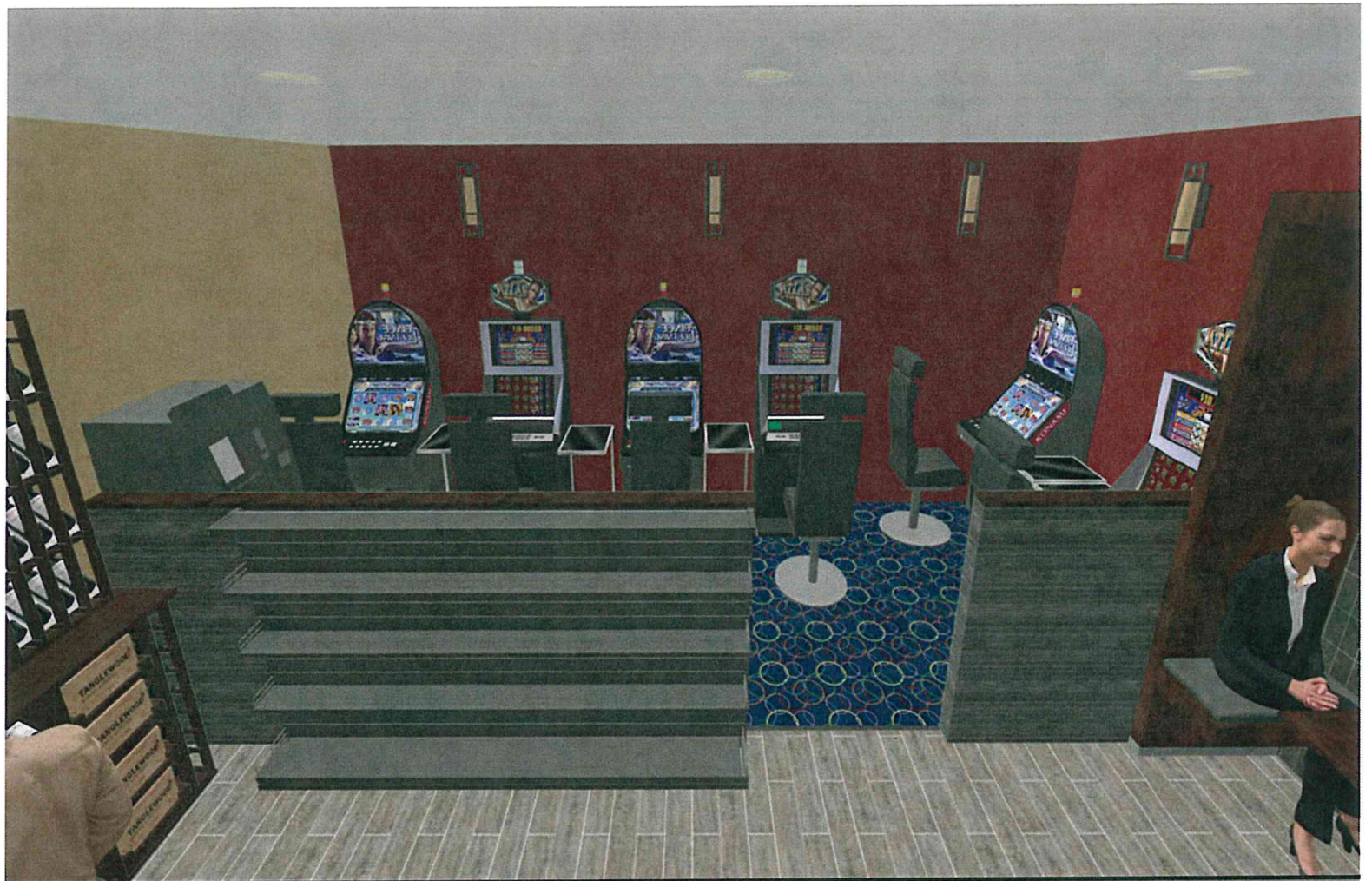
CHOCOLATE CROSSANT ULTRA THIN LAYERS OF BUTTERY CROSSANT WITH MELTED CHOCOLATE	4
MUFFIN OF THE WEEK BUTTERY, BAKED WITH CHOCOLATE OR STRAWBERRY	3
WINDY CITY BAGEL PLAIN, SWISS, BLUEBERRY OR CHEDDAR BAGEL WITH CREAM CHEESE	3.5
CHEESE DANISH FRESHLY BAKED BUTTERY CREAM CHEESE FILLED DANISH	3.5
FRUIT PUFFPAIT FRESHLY BAKED WITH FRESH FRUIT AND VANILLA	3

EXIT

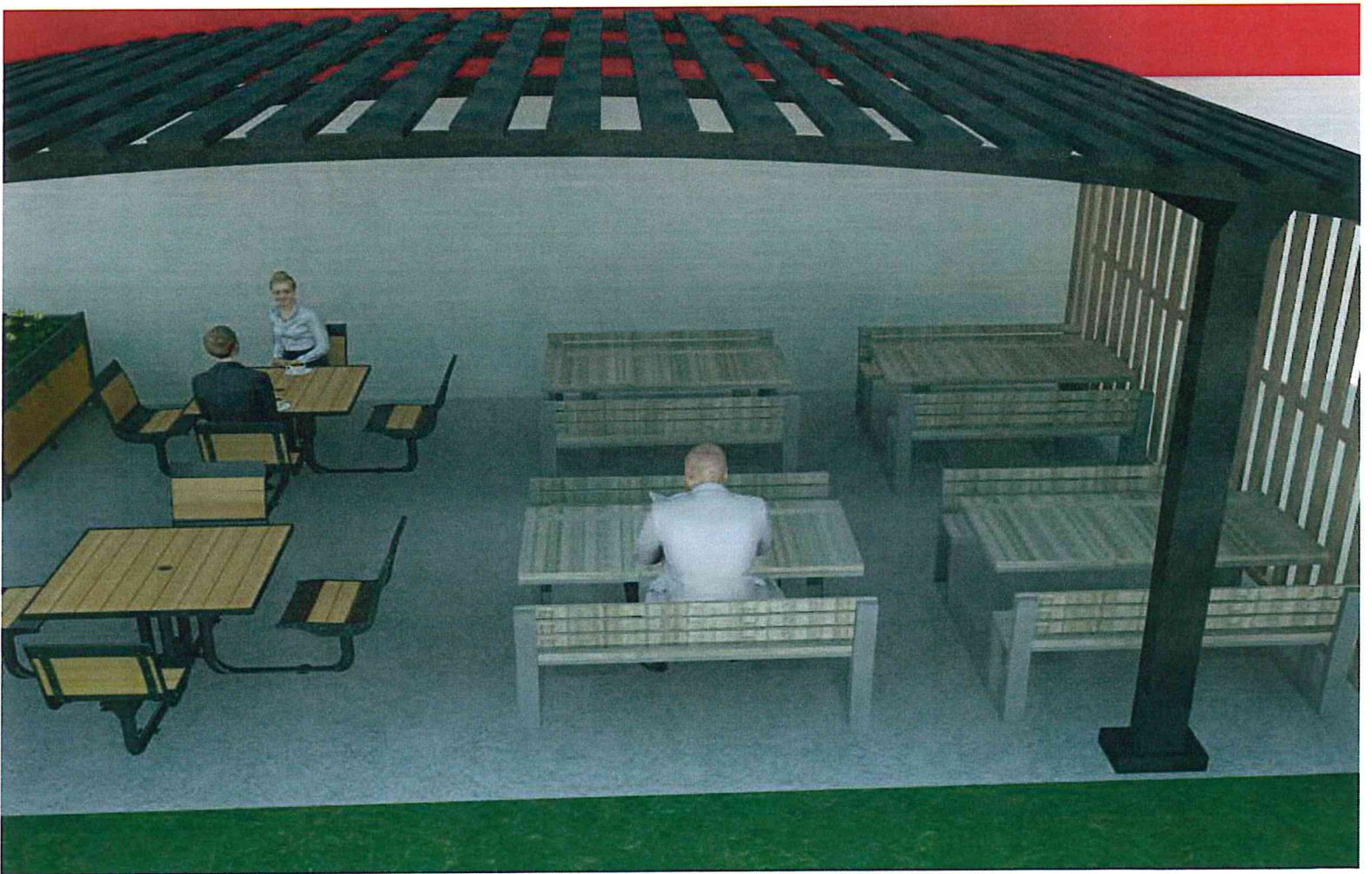
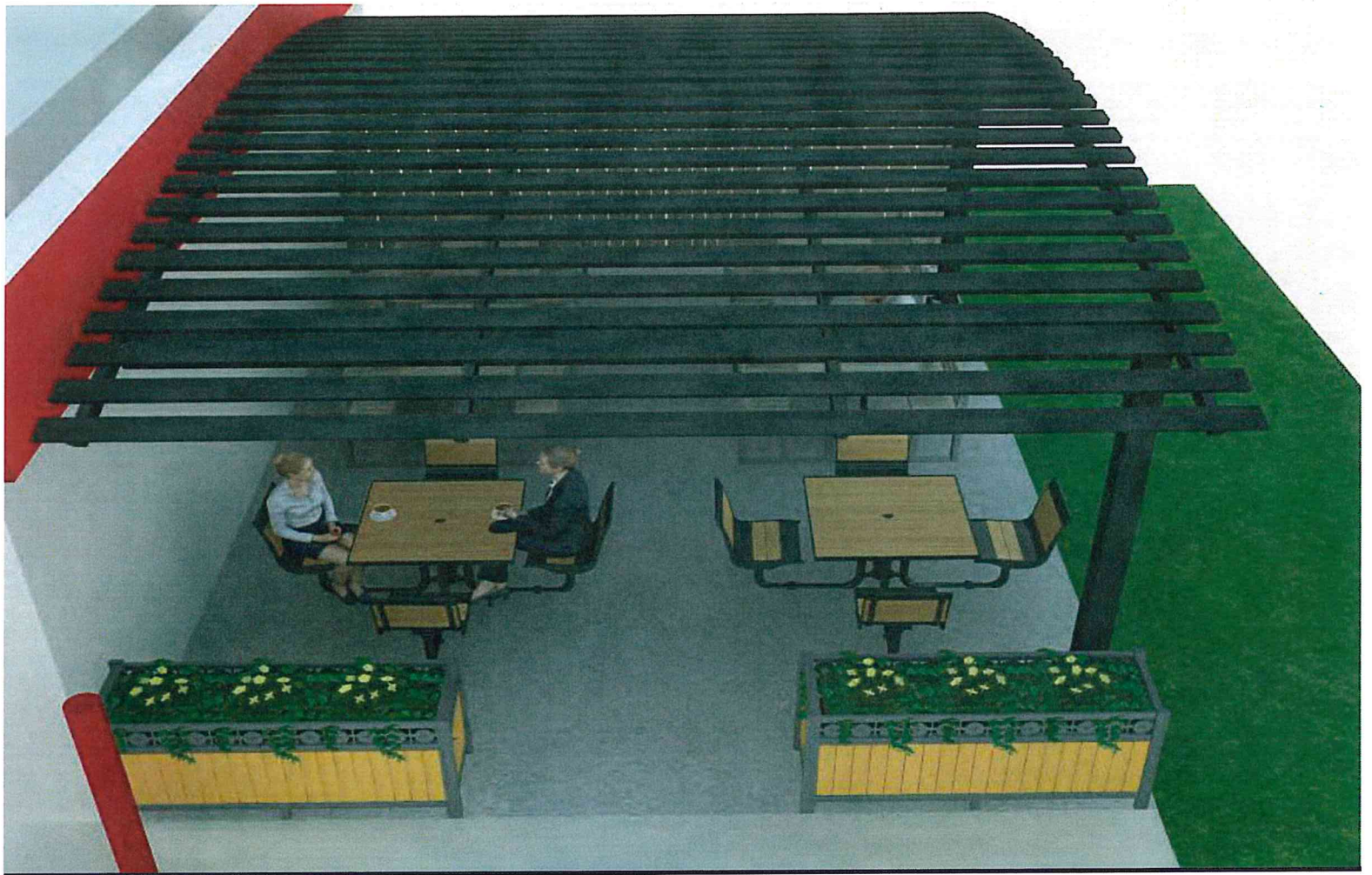












Sun - Thurs • 7am - 1am
 Fri - Sat • 7am - 2am

Molly's Mochas

LIKE US? TELL THE WORLD @MOLLYSMOCHASCOFFEE

Be merry

Everyone loves the

ADULT DRINKS

DOMESTIC BEER MILLER LITE, COORS LITE, MILLER HIGH LIFE	3
IMPORT BEER CORONA, HEINEKEN, RED STRIPE	4
WHITE WINE ASK ABOUT OUR SIGNATURE WHITE WINE OF THE MONTH	5
RED WINE ASK ABOUT OUR SIGNATURE RED WINE OF THE MONTH	5
MIMOSA CHAMPAGNE AND ORANGE JUICE	5
WHITE CLAW SELTZER, SODA AND MALT. ASK FOR OUR FLAVORS	4
IRISH COFFEE DRIP COFFEE, JAMESON AND BAILEYS	4

COFFEE

CAFE LATTE ESPRESSO AND STEAMED MILK TOPPED WITH CREAMY FOAM	3
CAPPUCCINO ESPRESSO AND EQUAL PARTS STEAMED MILK AND FOAM	3
AMERICANO HOT WATER TOPPED WITH A DOUBLE OR TRIPLE ESPRESSO	3
KILLER BEE OUR COMBUT COFFEE TOPPED WITH A DOUBLE OR TRIPLE ESPRESSO!	4
WHITE CHOCOLATE MOCHA ESPRESSO, WHITE CHOCOLATE AND STEAMED MILK TOPPED WITH WHIPPED CREAM	3.5
MOCHA LATTE ESPRESSO, RICH CHOCOLATE, AND STEAMED MILK TOPPED WITH WHIPPED CREAM!	3.5
VANILLA LATTE ESPRESSO, VANILLA, AND STEAMED MILK	3
CARAMEL LATTE ESPRESSO, CARAMEL, VANILLA, AND STEAMED MILK WITH CARAMEL DRIZZLE	3.5
ESPRESSO YOUR CHOICE OF A DOUBLE OR TRIPLE ESPRESSO	4
MACCHIATO ESPRESSO WITH A DROP OF STEAMED MILK ON TOP	3.5

All we need is ...

BAKERY

CHOCOLATE CROISSANT ULTRA THIN LAYERS OF BUTTERY CRISPNESS WITH MELTED CHOCOLATE	4
MUFFIN OF THE WEEK BLUEBERRY/RASPBERRY, CHOCOLATE OR SESAME MUFFIN	3
WINDY CITY BAGEL PLAIN, SESAME, BLUEBERRY OR CINNAMON BAGEL WITH CREAM CHEESE	3.5
CHEESE DANISH FRESHLY BAKED, BUTTERY CREAM CHEESE FILLED DANISH	3.5
FRUIT PARFAIT DELICIOUS GREEK YOGURT WITH FRESH FRUIT AND GRANOLA	3

SAVORY EATS

ROASTED TOMATO & MOZZ SLICED FRESH MOZZARELLA, SPINACH LEAVES, FRESH BASIL, BALSAMIC GLAZE, A PINCH OF SALT AND PEPPER, TOASTED ON A FOCACCIA	5.99
HAM & CHEDDAR CROISSANT HICKORY SMOKED HAM, SHARP CHEDDAR, FRESH BAKED CROISSANT	5.99
GRILLED FIVE CHEESE SAMMY CRISPY GRILLED CHEESE WITH WHITE CHEDDAR, GOUDA, PROVOLONE, SWISS AND FETA CHEESES	4.99
BAGEL SANDWICH TOASTED BAGEL, EGG, CHEDDAR CHEESE, ADD BACON OR SAUSAGE! 1.50	4.99
BREAKFAST BURRITO SOUTH OF THE BORDER BREAKFAST FEAST WITH SAUSAGE, SUN DRIED TOMATO, ONION, PEPPERS, CHEESE, SAUSAGE AND SOUR CREAM	5.99

COLD BREW

ON TAP FEATURED SINGLE ORIGIN COFFEE	2
ON NITRO FEATURED SINGLE ORIGIN OR SWEET TOOTH BLEND	2.5

BEVERAGES

BOTTLE OF WATER	1
BOTTLE OF JUICE	1
SODA COKE, SPRITE, ICED TEA, ORANGE	1
HOT OR COLD TEA TEA BAG AND WATER	1
MILK SKIM! 1%, 2% OR WHOLE MILK	1

SOUPS & SALAD

MOLLY'S HOMEMADE CHILI	2
SOUP OF THE DAY	2.5
CHEF SALAD	7.99
SPINACH SALAD ADD CHICKEN + 1.00	7.99

COLD TREATS

HOT FUDGE SUNDAE	3.99
TURTLE SUNDAE	3.99





City of Highland Building and Zoning

Meeting Date: September 2, 2020

From: Breann Speraneo, Director of Community Development

Location: 916 6th Street

Zoning Request: Special Use Permits

Description: SUP to allow for a bar/tavern in the C-2 Central Business District
 SUP to allow for a liquor store in the C-2 Central Business District
 SUP to allow for a drive-through in the C-2 Central Business District

Proposal Summary

The applicants are Dustin & Laura Barry. The owner is Rehberger Holdings. The applicant of this case is requesting the following Special Use Permits to comply with Table 3.1 of Section 90-201 of the City of Highland Municipal Code (hereafter known as the “zoning matrix”):

- a) Dustin & Laura Barry (2505 Country Hills Ln), representing Rehberger Holdings (701 Laurel Street), are requesting a Special Use Permit for a bar/tavern at 916 6th Street.
- b) Dustin & Laura Barry (2505 Country Hills Ln), representing Rehberger Holdings (701 Laurel Street), are requesting a Special Use Permit for a liquor store at 916 6th Street.
- c) Dustin & Laura Barry (2505 Country Hills Ln), representing Rehberger Holdings (701 Laurel Street), are requesting a Special Use Permit for a drive-through at 916 6th Street.

The zoning matrix identifies “Bar/Tavern,” “Liquor Store” and “Drive-Through” as Special Uses within the C-2 central business district.

Comprehensive Plan Consideration

The subject property is denoted as downtown on the Comprehensive Plan’s Future Land Use Map. A bar/tavern, liquor store, and drive-through are appropriate Special Uses for the downtown area.

Surrounding Uses

Direction	Land Use	Zoning
North	Barnett’s Pest Control	Industrial
South	Single-Family Residence	C-2
East	Single-Family Residence	R-1-D
West	Single-Family Residence	C-2



City of Highland Building and Zoning

Standards of Review for Special Use Permits

Below are the six (6) consideration items listed in Section 90-79 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a SUP request.

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Uses are consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation;

The proposed bar/tavern and liquor store would not have an adverse effect on public utilities or traffic circulation on nearby streets.

The proposed drive-through may cause traffic circulation issues.

3. Whether the proposed design, location and manner of operation of the proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment;

The proposed Special Uses will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base;

The proposed Special Uses will not have a detrimental impact on the value of neighboring property or on the City's overall tax base.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Uses will utilize public utilities.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

There are no facilities near the proposed Special Use that require the need for special protection.

Staff Discussion

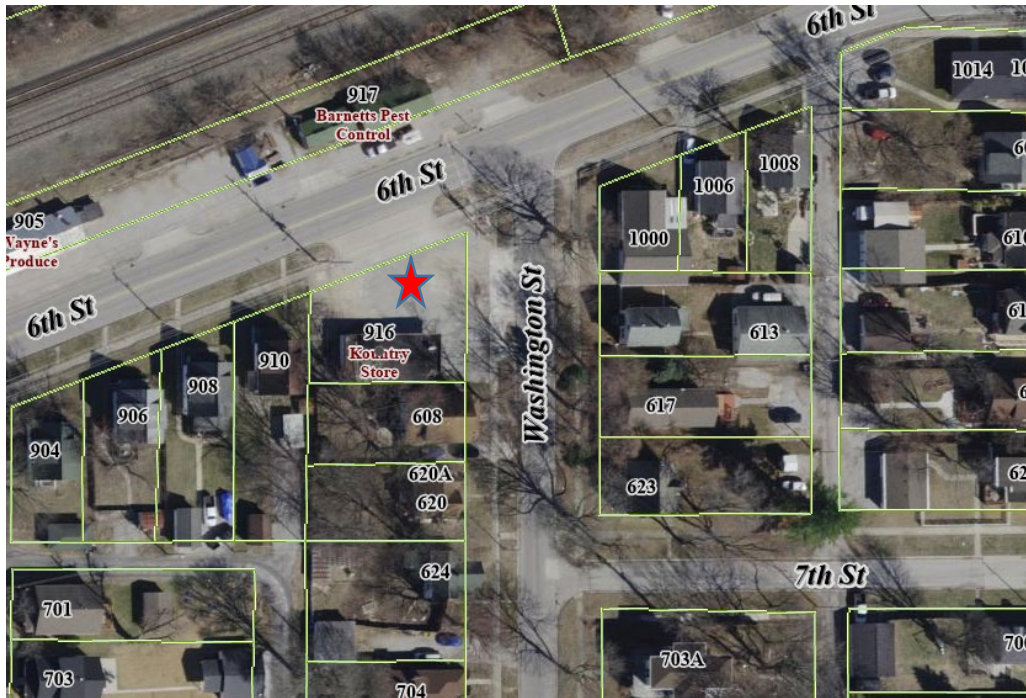
The proposed use would allow for a new business on a currently vacant property. The aesthetics of the lot would improve.



City of Highland Building and Zoning

City Staff does not recommend a drive-through at this location at this time. If the applicants provide Staff with a feasibility study on the proposed drive-through, Staff will reconsider this element of the proposed plan. Staff does not have concern with a walk-up window.

2019 Aerial Photograph



Site Photos





City of Highland
Building and Zoning





City of Highland
Building and Zoning

October 22, 2020

To: Mark Latham, City Manager
From: Breann Speraneo, Director of Community Development
RE: 916 6th Street

Dustin Barry is applying for a "D2-restaurant" liquor license at 916 6th Street. The space is proposed to include a coffee and ice cream shop, packaged liquor sales, and gaming machines.

I have enclosed the previous staff report that was submitted for this project. Amendments to the project are as follows:

- A restaurant is being proposed instead of a bar. A restaurant is an allowed use in the C-2 district, so a Special Use Permit is not required. The modified proposal includes kitchen equipment such as a hood and range.
- A drive-through is not being proposed. Instead, there will be a walk-up window. This is allowed and does not require a Special Use Permit.

On September 2nd, the Combined Planning & Zoning Board recommended approval of a Special Use Permit for a liquor store. City Council granted the Special Use Permit on September 7th. Therefore, packaged liquor sales are permitted at this site.

RESOLUTION NO. _____

**A RESOLUTION APPROVING ANNEXATION AGREEMENT WITH
DR. WILLIAM K. DRAKE, ON BEHALF OF GRANDVIEW FARM, LP,
FOR ANNEXATION OF LAND CONTIGUOUS TO CITY OF HIGHLAND,
SPECIFICALLY, PPN: 01-1-24-09-00-000-007.004**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, Dr. William K. Drake (“Owner”) desires to enter an annexation agreement with City; and

WHEREAS, Owner is the owner of record of certain land shown on the plat of annexation attached hereto as **Exhibit A**; and

WHEREAS, Owner is the owner of record of certain land with the PPN: 01-1-24-09-00-000-007.004, and described as follows:

Tract 1:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence, North 88 degrees 38 minutes 38 seconds West, (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as Deed Record 2007R59103 of the Madison County, Illinois, Recorder's Office; thence, continuing North 88 degrees 38 minutes 38 seconds West, along said North line of the Northeast Quarter, 976.01 feet to a stone; thence, South 00 degrees 47 minutes 53 seconds West, 1335.53 feet to a stone; thence, North 88 degrees 13 minutes 04 seconds West, 362.78 feet to a steel pin; thence South 00 degrees 32 minutes 16 seconds West, along the East line of a tract of land deeded to the City of Highland, recorded in Book 3739, Page 1628 of said Madison County, Illinois, Recorder's Office, 150.04 feet to a point on the North line (as occupied) of 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office; thence South 88 degrees 13 minutes 04 seconds East along said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 1023.45 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the East line of said Northeast Quarter, 660.00 feet; thence, South 88 degrees 13 minutes 04 seconds East, parallel to said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 660.00 feet to a point on the East line of the Northeast Quarter; thence, North 00 degrees 39 minutes 04 seconds East, along said East line, 452.61 feet to the Southeast corner of said Zobrist Trust tract; thence North 88 degrees 38 minutes 38 seconds West, 341.38 feet to the Southwest corner of said Zobrist tract; thence, North 00 degrees 39 minutes 04 seconds East, 382.82 feet to the point of beginning; EXCEPTING THEREFROM the following described tract, Part of the

Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning; and FURTHER EXCEPTING THEREFROM that part described as follows: Part of the Northeast Quarter of Section 9, Township 3 North Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence North 88 degrees 38 minutes 38 seconds West (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as deed record 2007R59103 of the Madison County, Illinois Recorder's Office, said point also being the point of beginning; thence continuing North 88 degrees 38 minutes 38 seconds West along said North line of the Northeast Quarter, 317.08 feet; thence South 00 degrees 39 minutes 04 seconds West, 382.82 feet; thence South 88 degrees 38 minutes 38 seconds East, 317.08 feet to the Southwest corner of said Zobrist Revocable Living Trust; thence North 00 degrees 39 minutes 04 seconds East, along the West line of said Zobrist Revocable Living Trust tract, 382.82 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R33127

Tract 2:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the

Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R46156

(hereinafter “Annexed Property”); and

WHEREAS, Owner intends to farm the Annexed Property after being annexed into City; and

WHEREAS, the Annexed Property is contiguous to the Corporate Limits of City; and

WHEREAS, the Annexed Property is not currently a part of any other city, town, or village, and may be annexed to City as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, Owner desires to have the Annexed Property shown and described *supra*, and described in **Exhibit A**, annexed to City upon certain terms and conditions set out in the Annexation Agreement attached hereto as **Exhibit B** (“Annexation Agreement”); and

WHEREAS, City has determined it to be in the best interests of City to enter into the Annexation Agreement, pursuant to the provisions of Section 11-15.1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*); City fixed a date and time for a public hearing on this proposed Annexation Agreement; City published notice of that date and time “not more than 30 nor less than 15 days before the date fixed for the hearing” (as required by Section 11-15.1-3 of the Illinois Municipal Code [65 ILCS 5/11-15.1-3]); City conducted the public hearing; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to enter into the Annexation Agreement (**Exhibit B**) with Owner; and

WHEREAS, City has determined the Mayor should be authorized and directed, on behalf of City, to execute the Annexation Agreement attached hereto as **Exhibit B**.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS AS FOLLOWS:

Section 1. That the foregoing recitals be and are hereby incorporated in this Resolution.

Section 2. That the Mayor is authorized and directed, on behalf of City, to execute the Annexation Agreement attached hereto as **Exhibit B**.

Section 3. That this Resolution shall be known as Resolution No. _____ and shall be in full force and effect from and after its passage.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

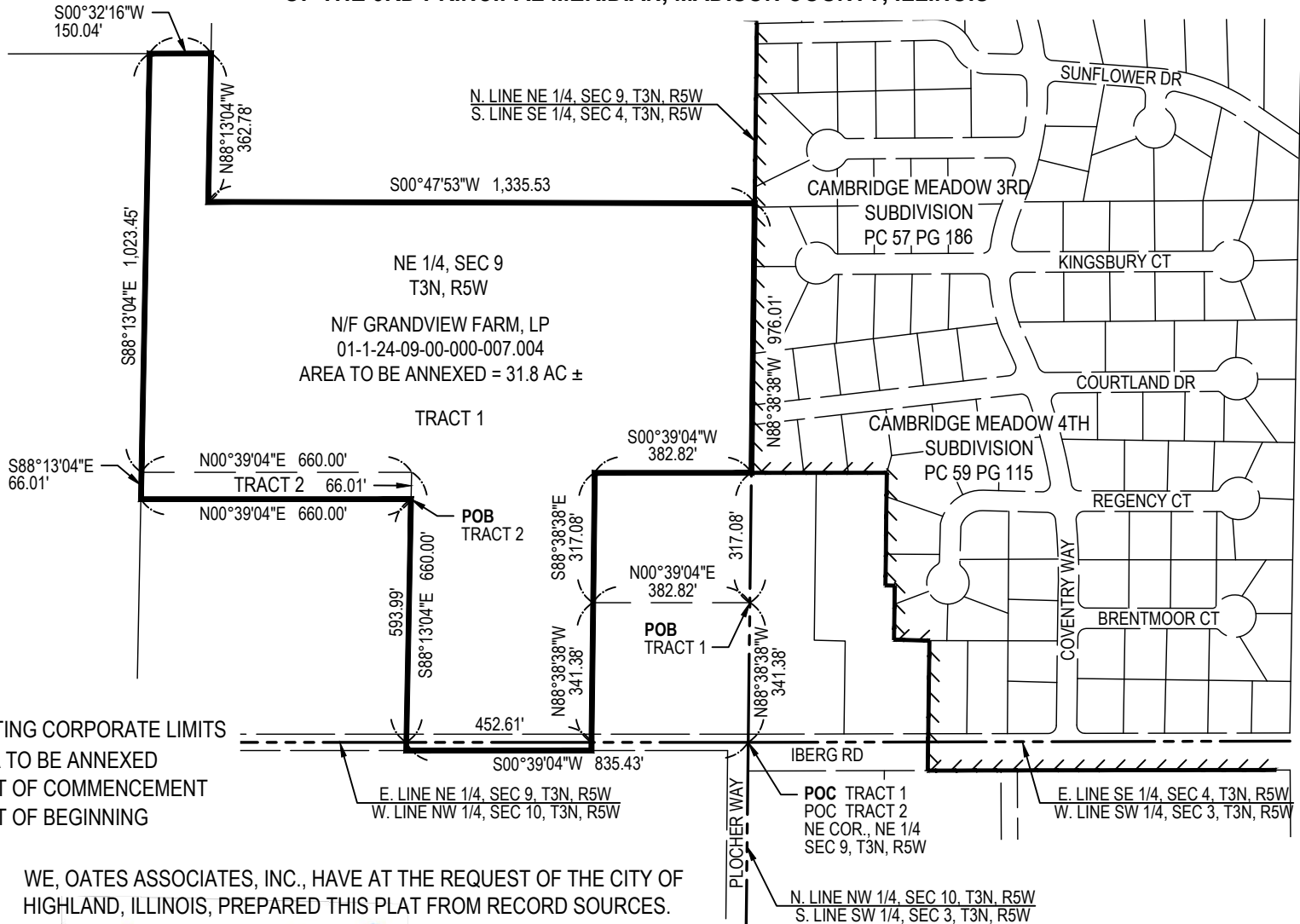
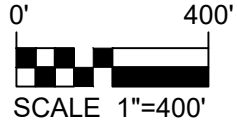
APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

**TERRITORY TO BE ANNEXED BY THE CITY OF HIGHLAND, ILLINOIS BY ORDINANCE NO. _____
BEING PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 WEST
OF THE 3RD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS**



LEGEND

- EXISTING CORPORATE LIMITS
- AREA TO BE ANNEXED
- POC
- POB
- POINT OF COMMENCEMENT
- POINT OF BEGINNING



WE, OATES ASSOCIATES, INC., HAVE AT THE REQUEST OF THE CITY OF HIGHLAND, ILLINOIS, PREPARED THIS PLAT FROM RECORD SOURCES.

Steven M. Keil

STEVEN M. KEIL
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-003119
EXPIRES 11-30-20

OATES ASSOCIATES	ANNEXATION PLAT CITY OF HIGHLAND, IL	PROJECT NO.: 220022.008	EXHIBIT:
		DATE: 9/17/2020	A
		REVISION:	

(the above space for Recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, is made and entered into this _____ day of September, 2020, by and between the City of Highland, Illinois, hereinafter "City," by and through its Mayor and the members of its City Council, hereinafter "Corporate Authorities," and Dr. William Drake, on behalf of Grandview Farm Limited Partnership, hereinafter "Owner."

WHEREAS, Owner is the owner of record of certain land shown on the plat of annexation attached hereto as **Exhibit A**; and

WHEREAS, Owner is the owner of record of certain land, with the PPN: 01-1-24-09-00-000-007.004, and described as follows:

Tract 1:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence, North 88 degrees 38 minutes 38 seconds West, (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as Deed Record 2007R59103 of the Madison County, Illinois, Recorder's Office; thence, continuing North 88 degrees 38 minutes 38 seconds West, along said North line of the Northeast Quarter, 976.01 feet to a stone; thence, South 00 degrees 47 minutes 53 seconds West, 1335.53 feet to a stone; thence, North 88 degrees 13 minutes 04 seconds West, 362.78 feet to a steel pin; thence South 00 degrees 32 minutes 16 seconds West, along the East line of a tract of land deeded to the City of Highland, recorded in Book 3739, Page 1628 of said Madison County, Illinois, Recorder's Office, 150.04 feet to a point on the North line (as occupied) of 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office; thence South 88 degrees 13 minutes 04 seconds East along said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 1023.45 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the East line of said Northeast Quarter, 660.00 feet; thence, South 88 degrees 13 minutes 04 seconds East, parallel to said

apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 660.00 feet to a point on the East line of the Northeast Quarter; thence, North 00 degrees 39 minutes 04 seconds East, along said East line, 452.61 feet to the Southeast corner of said Zobrist Trust tract; thence North 88 degrees 38 minutes 38 seconds West, 341.38 feet to the Southwest corner of said Zobrist tract; thence, North 00 degrees 39 minutes 04 seconds East, 382.82 feet to the point of beginning; EXCEPTING THEREFROM the following described tract, Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning; and FURTHER EXCEPTING THEREFROM that part described as follows: Part of the Northeast Quarter of Section 9, Township 3 North Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence North 88 degrees 38 minutes 38 seconds West (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as deed record 2007R59103 of the Madison County, Illinois Recorder's Office, said point also being the point of beginning; thence continuing North 88 degrees 38 minutes 38 seconds West along said North line of the Northeast Quarter, 317.08 feet; thence South 00 degrees 39 minutes 04 seconds West, 382.82 feet; thence South 88 degrees 38 minutes 38 seconds East, 317.08 feet to the Southwest corner of said Zobrist Revocable Living Trust; thence North 00 degrees 39 minutes 04 seconds East, along the West line of said Zobrist Revocable Living Trust tract, 382.82 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R33127

Tract 2:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing)

along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R46156

PPN: 01-1-24-09-00-000-007.004

(hereinafter "Annexed Property"); and

WHEREAS, Owner intends to continue to farm the Annexed Property until the time when it may be developed into a subdivision subsequent to the Annexed Property being annexed into City; and

WHEREAS, the Annexed Property is contiguous to the Corporate Limits of City; and

WHEREAS, the Annexed Property is not currently a part of any other city, town, or village, and may be annexed to City as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, Owner desires to have the Annexed Property shown and described above and in **Exhibit A**, annexed to City upon certain terms and conditions hereinafter set forth; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Annexed Property to City on the terms and conditions hereinafter set forth would further the growth of City, enable City to control the development of the area, and serve the best interests of City; and

WHEREAS, Section 90-115, "Annexed territory," of the *Code of Ordinances, City of Highland, Illinois*, provides,

All property that is annexed to the city following the effective date of the ordinance from which this chapter derives, shall be annexed as R-1-C residential district.

Nothing in this section should be construed to prevent the use of annexation agreements as set out in the state statutes;

and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), the Corporate Authorities fixed a date and time for a public hearing on this proposed Annexation Agreement; published notice of that date and time “not more than 30 nor less than 15 days before the date fixed for the hearing” (as required by Section 11-15.1-3 of the Illinois Municipal Code [65 ILCS 5/11-15.1-3]); and conducted the public hearing; and

WHEREAS, it is for the mutual benefit of City and Owner to enter into this Annexation Agreement.

II. GENERAL AGREEMENT.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. (Recital Incorporation.) The foregoing recitals are incorporated in and made a part of this Agreement.

2. (Statutory Authority.) This Annexation Agreement is made pursuant to and in accordance with the provision of Division 15.1 of Article 11 of the Illinois Municipal Code.

3. (Petition for Annexation.) Owner, upon execution of this Annexation Agreement, will prepare and file, pursuant to and in accordance with the provisions of Article 7 of the Illinois Municipal Code, with the Corporate Authorities, a proper Petition for Annexation conditioned upon the terms and provisions of this Annexation Agreement, to annex to the City of Highland, Illinois, the Annexed Property, as shown and described above and in **Exhibit A** attached hereto.

4. (Annexation.) The Corporation Authorities, upon the execution of this Annexation Agreement and upon the filing of a proper Petition for Annexation as hereinabove provided and in compliance with the provisions of Article 7 of the Illinois Municipal Code will enact an ordinance annexing the Annexed Property as shown and described above and in **Exhibit A**, to the City conditioned upon the terms and provisions of this Annexation Agreement. In the event that the Annexed Property is not annexed to the City, pursuant to this Annexation Agreement and said Petition for Annexation, then and in that event only this Annexation Agreement shall not be binding upon the parties hereto.

5. (Time of Annexation.) Said annexation of the Annexed Property to the City shall take effect upon the adoption of the annexation Ordinance by the City.

6. (Zoning.)

- A. Owner realizes and understands that the Annexed Property, when annexed, will be Zoned R-1-C Single Family Residential, subject to the restrictions of the City's Zoning Ordinance for that District.
 - B. Owner realizes and understands that in order to change the zoning of any portion of this property, it must be accomplished following the rules of the City for zoning changes.
 - C. The City agrees that it will not impose any public land donation or user fees, except as hereinafter set out.
 - D. Agriculture is a permitted use in R-1-C.
7. (Codes and Ordinances; Fees.)
- A. To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the City Code, the Zoning Ordinance, the Subdivision Control Ordinance, as hereinafter identified, or any other City code, ordinance, or regulation, the terms, provisions, and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any City code, ordinance, or regulation is hereafter adopted, amended, or interpreted so as to be less restrictive on Owner with respect to the development of the Property than is the case under the existing law, then at the option of the Owner such less restrictive amendment or interpretation shall control.
 - B. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof shall continue in effect, insofar as they relate to the development of the Property, during the entire term of this Agreement, or until such time as the Annexed Property is annexed into City, except as otherwise provided herein and except to the extent of amendments mandated by state or federal requirements.
 - C. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof that relate to building, housing, plumbing, electrical, and related restrictions affecting the development of the Property shall continue in effect, insofar as they relate to the development of the Annexed Property, during the entire term of this Agreement, or until such time as the Annexed Property is annexed into City, except as otherwise provided herein and except to the extent that said codes, ordinances, rules, and regulations are amended so as to be applicable to all property within the City for purposes of directly furthering the public health, safety, general welfare, and economic welfare. Such general changes to said codes, ordinances, rules and regulations include, but are not limited to, any changes necessitated by amendments to national building, plumbing, electrical or maintenance codes incorporated by the City's codes,

ordinances, rules and regulations (i.e. BOCA Codes and International Property Maintenance Codes). Owner acknowledges that changes made to City Code applicable to all City property will be applicable to the Annexed Property after the Annexed Property is annexed into City.

- D. No fee or charge of any description shall be imposed on Owner for or on the development and use of the Annexed Property unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on a uniform basis from all owners, users, and developers of property within the City. The City shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, application fees, or user fees during the term of this Agreement unless such increases are made generally applicable to all owners, users, and developers of property within the City. All building permit and building inspection fees for any improvement constructed on the Annexed Property shall be due and payable upon issuance of a building permit for the improvement.

8. (Fire Protection.) Upon the annexation of the Annexed Property, as shown and described above and in **Exhibit A** to the City, the City shall provide the same standard of fire protection to said tracts and to the buildings thereon which it provides to other similar areas in the City.

9. (Police Protection.) Upon the annexation of the Annexed Property, as shown and described above and in **Exhibit A** to the City, the City shall provide the same standard of police protection to said tract and to the buildings thereon which it provides to other similar areas in the City.

10. (Garbage and Trash Pick-up.) Upon the annexation of the Annexed Property, as shown and described above and in **Exhibit A** to the City, the City shall provide the same standard of garbage and trash pick-up to said real estate which it provides to other similar areas in the City, and Owner and its successors and assigns shall pay the monthly service and assessment charges therefor, which monthly service and assessment charges shall not exceed those charged to others similarly situated in the City.

11. (Utilities.)

A. (General Utility Provisions.)

- 1) Owner agrees to grant to the City or City's franchisees easements for general public utility purposes over, upon and across areas upon which such utilities are to be placed of a width required by the utility provider. Said utility easements are for all utilities now known, or presently unknown, for the Annexed Property.

- 2) City or City's franchisees agree to compensate Owner for any damage done to agricultural tiling or crops due to such utilities being placed or maintained.
- 3) Should City or City's franchisees need easements across the Annexed Property, City and Owner agree to work together to determine reasonable compensation for any easements needed.
- 4) If City or City's franchisees and Owner cannot agree on reasonable compensation for additional easements across the Annexed Property, City or City's franchisees and Owner agree to seek out a mutually agreed upon third party to determine fair compensation for any additional easements. If City or City's franchisees and Owner cannot agree upon a third party to determine fair compensation for any additional easements, City or City's franchisees and Owner shall obtain independent third party opinions to determine fair compensation for any additional easements, and the average of the two amounts shall be the cost of the additional utility easement.

B. (Electric Utilities.)

- 1) The City, so long as it operates its own electric system and is willing and able to provide electric service to the Annexed Property as shown and described above and in **Exhibit A**, shall be the sole provider of electric service to the Annexed Property.
- 2) The City shall extend, install and provide adequate underground electrical service to the Annexed Property according to the usual rules of the installation of such electrical services.
- 3) Owner and its successors and assigns shall pay the monthly charges for electrical services which monthly charges shall not exceed those charged to others similarly situated in the City.
- 4) Should Owner desire to install street lights other than those normally provided by the City, the City shall install such lights as requested by Owner, and Owner agrees to pay the difference between the pole and light normally installed by the City and the actual pole and light requested Owner or Developer.
- 5) Owner shall pay 100% of all electrical hook-up or tap-on fees, for electrical service provided to the Annexed Property unless waived by City.

C. (Water Utilities.)

- 1) The City, so long as it operates its own water distribution system and is willing and able to provide water service to the Annexed Property shown and described above and in **Exhibit A** shall be the sole provider of potable water service to the Annexed Property.
- 2) Owner and its successors and assigns shall pay the monthly charges for water service which monthly charges shall not exceed those charged to others similarly situated in the City.
- 3) Owner may attach its water mains and water service connections to the City's water mains subject to the payment of the current hookup, tap-on or similar charge of the City unless waived by City.

D. (Sanitary Utilities.)

- 1) The City, so long as it operates its own sanitary sewer system and is willing and able to provide sanitary sewer service to the Annexed Property shown and described above and in **Exhibit A**, shall be the sole provider of sanitary sewer service to the Annexed Property.
- 2) Owner and its successors and assigns may attach their sanitary sewer lines to the City sanitary sewer line to be constructed by the City subject to the payment of the current sewer hookup or tap-on charges of the City unless waived by City.
- 3) Owner or Developer and its successors and assigns shall pay the monthly charges for sanitary sewer service which monthly charges shall not exceed those charged to others similarly situated in the City.

E. (Highland Communication Services – internet services, cable television services, telephone services, and/or other HCS services)

- 1) The City, d/b/a Highland Communication Services (“HCS”), so long as it operates its own internet service, cable television service, telephone service, and/or service operation or any kind, and is willing and able to provide internet service, cable television service, telephone service, and/or service operation or any kind, to the Annexed Property shown and described above and in **Exhibit A**, shall be given the last right of refusal to any contract offered by any other services provider for services of internet service, cable television service, telephone service, and/or service operation or any kind, to the Annexed Property shown and described above and in **Exhibit A**.

- 2) Owner and its successors and assigns shall pay the HCS monthly charges for internet service, cable television service, telephone service, and/or service operation or any kind, which monthly charges shall not exceed those charged to others with HCS services similarly situated in the City.

12. (Time of the Essence.) It is understood and agreed by the parties hereto that time is of the essence regarding this Annexation Agreement, and that all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed by the parties hereto that the successful consummation of this Annexation Agreement requires their continued cooperation.

13. (Agreement. Binding on Successors; Term.) This Annexation Agreement shall be binding upon the parties hereto, their respective successors and assigns for a full term of twenty (20) years commencing on the date of execution hereof, as presently provided by statute. At such time the Annexed Property is annexed into the City, the current City Code and all applicable City Ordinances shall apply to the Annexed Property. And to the extent permitted thereby it is agreed that in the event that the annexation of the Annexed Property shown and described above and in **Exhibit A** or the terms of this Annexation Agreement be challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said term.

14. (Paragraph Titles.) Paragraph titles or captions contained in this Annexation Agreement are inserted only as a matter of convenience, and in no way do they define, modify, limit, extend or describe the scope of this Annexation Agreement, nor are they relevant to the intent to any of the provisions hereof.

15. (Warranty of Title.) Owner warrants that at the time of any public hearing on this Agreement and any annexation of the property shown and described above and in **Exhibit A**, that it is the sole and only owner of all of the record title of the said real estate, and that there are no electors residing on the real estate shown and described above and in **Exhibit A**, and that it has the full right to execute this Agreement and any conveyances required hereby.

16. (Miscellaneous.)

- A. (Amendment.) This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law and by the execution of said amendment by the Parties or their successors in interest.
- B. (Severability.) If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions; covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this

Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of Owner.

- C. (Entire Agreement.) This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

17. (Notices.) That any and all notices or requests given under this Agreement shall be in writing and delivered personally or by Certified, Return Receipt Requested U.S. Mail to:

- 1) City - City of Highland, 1115 Broadway, Highland, Illinois 62249.
- 2) Owner – Dr. William Drake, on behalf of Grandview Farm Limited Partnership, 10205 State Route 143, Marine, IL 62601

Said notices or requests will be deemed received, if mailed, the next business day after mailing.

III. SPECIFIC AGREEMENTS.

To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in Section II above and the terms or provisions of this Section, the terms contained in this Section III shall govern and control.

18. (Permit Fee Increases.) Any ordinance, resolution, or motion of the City imposing any new permit fees or increasing the amount of the existing permit fees, Plan review and inspection fees, license fees not otherwise set by this Agreement, or any other fees imposed by the City that are applicable to or required to be paid by the Owner, any operators or occupant or any contractors, subcontractors, material suppliers, or other performing work or supplying materials in connection with jobs in any part of the real estate which is shown and described above and in **Exhibit A** shall take effect regarding the Annexed Property immediately after the passage of the increase by the City Council. If during the term of this Agreement, any such fees applicable to any area in the City or to any particular type of work are reduced, the fees applicable to said real estate shall be reduced correspondingly.

19. City reserves the right to bring the Annexed Property within the boundaries of any business district, TIF district, enterprise zone, or any other recognized real estate area for purposes of generating additional tax revenue for City or providing any potential economic incentives to Owner or any successors, heirs and assigns.

20. On May 16, 2016, City and Owner agreed to annex PPN 01-1-24-06-000-017.002 into City, and City and Owner agreed to certain terms and conditions regarding payment for taxes, mowing, and crop loss. City and Owner wish to amend the Annexation Agreement between City and Owner regarding PPN 01-1-24-06-000-017.002, and City agrees to make a final payment for taxes, mowing, and future crop losses as follows:

Cash rent for 16 years at current rates =	$\$448.65 \times 16 =$	\$7,178.40
Mowing for 16 years at current rates =	$\$250.00 \times 16 =$	\$4,000.00
Taxes for 16 years at \$395.40 =	$\$494.25 \times 16 =$	\$7,908.00
PPN 01-1-24-06-000-017.002 settlement of all issues =		<u>\$19,086.40</u>

Once payment is made by City of \$19,086.40 to Owner for the annexation of PPN 01-1-24-06-000-017.002, no further payments shall be due and payable by City to Owner related in any way to the annexation of PPN 01-1-24-06-000-017.002. After payment to Owner by City of \$19,086.40, Owner shall be responsible for all taxes and any other expenses related to PPN 01-1-24-06-000-017.002.

21. Once the Annexed Property has been annexed into the City, City desires to purchase right-of-way from the Annexed Property for future construction of a road and to provide utility service. City desires to purchase 452.55' by 20", or 9,049 square feet, of right-of-way from the Annexed Property at \$1.65 per square foot for a total of \$14,930.85

22. Owner desires to farm the Annexed Property, and desires to eliminate increases in taxes due to being annexed into City. Owner estimates an increase in taxes over twenty years to be approximately \$10,892.80.

23. As consideration for the purchase of right-of-way by City and payment for estimated tax increases on the Annexed Property, City agrees to the following:

Right of way purchase	$\$1.65 \times 9,049 =$	\$14,930.85
Taxes for 20 years at \$544.64 =	$\$544.64 \times 20 =$	\$10,892.80
Annexed Property settlement of all issues =		<u>\$25,823.65</u>

24. After the Annexed Property has been annexed into City, City shall pass a Resolution(s) to pay owner \$44,910.05 for settlement of all issues and payments related to PPN 01-1-24-06-000-017.002, and for the purchase of right-of-way and stated tax increases related to the Annexed Property. Said payment shall be due within 30 days after the Annexed Property has been annexed into the City.

25. If the City Council should fail to approve any part of the \$44,910.05 payment to Owner by way of Resolution(s) for settlement of all issues and payments related to PPN 01-1-24-06-000-017.002, and for the purchase of right-of-way and stated tax increases related to the Annexed Property, Owner has the absolute right to have the Annexed Property disconnected from City, and this Agreement shall be void.

IN WITNESS WHEREOF, the City has had its name subscribed hereto by its Mayor and has had its Corporate Seal affixed hereto and attested by its City Clerk by authority of its City Council and Owner has subscribed its name.

CITY OF HIGHLAND, ILLINOIS

BY: _____
JOSEPH R. MICHAELIS, ITS MAYOR

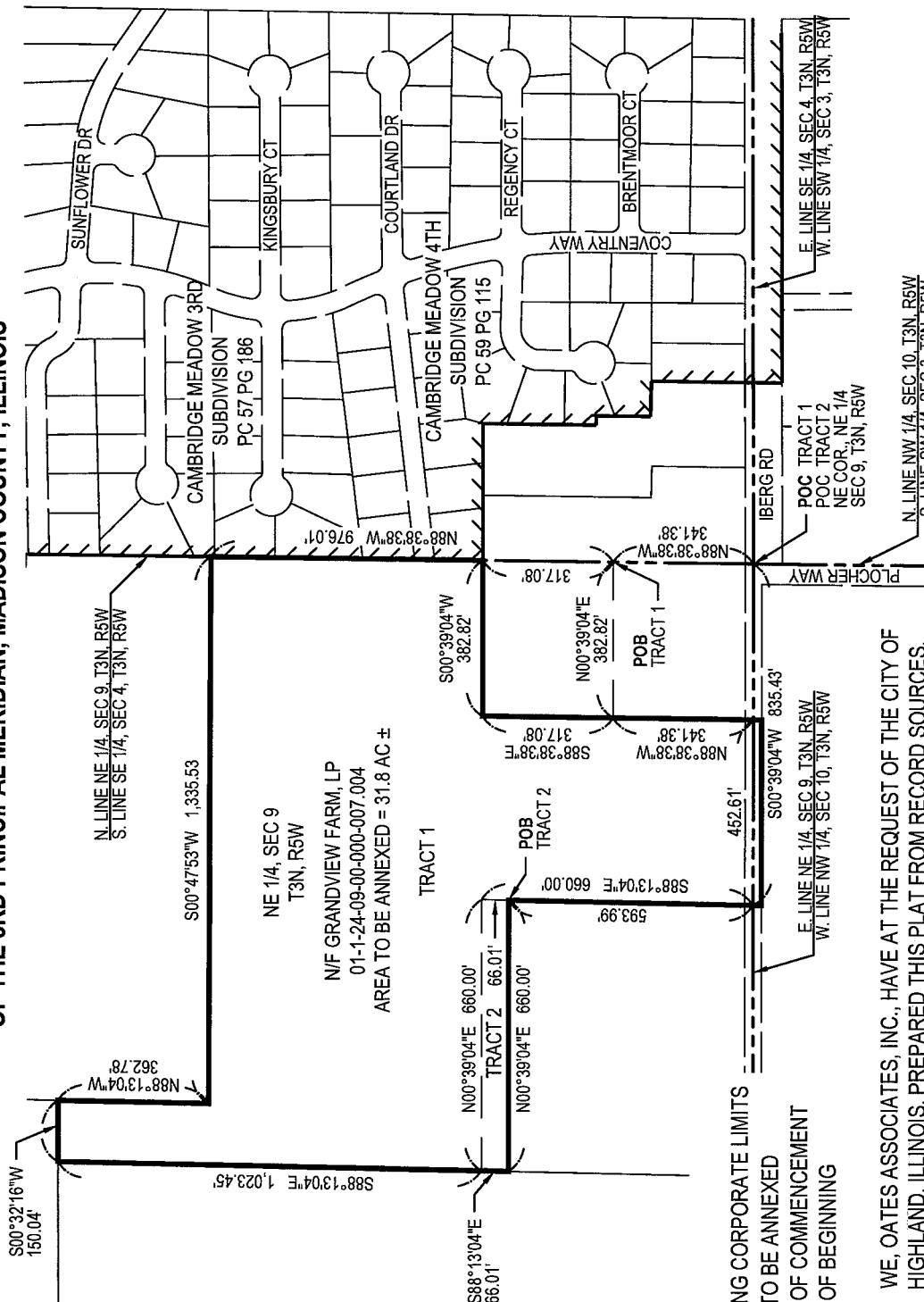
ATTEST: _____
CITY CLERK

GRANDVIEW FARM LIMITED PARTNERSHIP

BY: STARR MANAGEMENT, GENERAL PARTNER OF GRANDVIEW FARM LIMITED PARTNERSHIP

BY: 
WILLIAM K. DRAKE, PRESIDENT
(and authorized representative of Grandview Farm Limited Partnership)

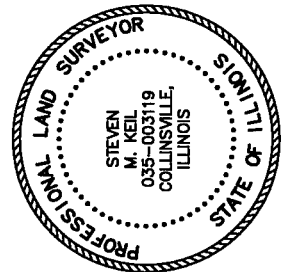
**TERRITORY TO BE ANNEXED BY THE CITY OF HIGHLAND, ILLINOIS BY ORDINANCE NO. _____
 BEING PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 WEST
 OF THE 3RD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS**



LEGEND

- EXISTING CORPORATE LIMITS
- AREA TO BE ANNEXED
- POINT OF COMMENCEMENT
- POINT OF BEGINNING

WE, OATES ASSOCIATES, INC., HAVE AT THE REQUEST OF THE CITY OF HIGHLAND, ILLINOIS, PREPARED THIS PLAN FROM RECORD SOURCES.



Steven M Keil

STEVEN M. KEIL
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 035-003119
 EXPIRES 11-30-20



ANNEXATION PLAN
 CITY OF HIGHLAND, IL

PROJECT NO.:	220022.008
DATE:	9/17/2020
REVISION:	

EXHIBIT:

A

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF
HIGHLAND, MADISON COUNTY, ILLINOIS, OWNED BY DR. WILLIAM K. DRAKE,
ON BEHALF OF GRANDVIEW FARM, LP,
SPECIFICALLY, PPN: 01-1-24-09-00-000-007.004**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, Dr. William K. Drake, on behalf of Grandview Farm, LP (“Owner”), is the owner of record of certain land shown on the plat of annexation attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to annex certain territory into City, including PPN: 01-1-24-09-00-000-007.004, and described as follows:

Tract 1:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence, North 88 degrees 38 minutes 38 seconds West, (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as Deed Record 2007R59103 of the Madison County, Illinois, Recorder's Office; thence, continuing North 88 degrees 38 minutes 38 seconds West, along said North line of the Northeast Quarter, 976.01 feet to a stone; thence, South 00 degrees 47 minutes 53 seconds West, 1335.53 feet to a stone; thence, North 88 degrees 13 minutes 04 seconds West, 362.78 feet to a steel pin; thence South 00 degrees 32 minutes 16 seconds West, along the East line of a tract of land deeded to the City of Highland, recorded in Book 3739, Page 1628 of said Madison County, Illinois, Recorder's Office, 150.04 feet to a point on the North line (as occupied) of 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office; thence South 88 degrees 13 minutes 04 seconds East along said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 1023.45 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the East line of said Northeast Quarter, 660.00 feet; thence, South 88 degrees 13 minutes 04 seconds East, parallel to said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 660.00 feet to a point on the East line of the Northeast Quarter; thence, North 00 degrees 39 minutes 04 seconds East, along said East line, 452.61 feet to the Southeast corner of said Zobrist Trust tract; thence North 88 degrees 38 minutes 38 seconds West, 341.38 feet to the Southwest corner of said Zobrist tract; thence, North 00 degrees 39 minutes 04 seconds East, 382.82 feet to the point of beginning; EXCEPTING THEREFROM the following described tract, Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian,

Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning; and FURTHER EXCEPTING THEREFROM that part described as follows: Part of the Northeast Quarter of Section 9, Township 3 North Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence North 88 degrees 38 minutes 38 seconds West (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as deed record 2007R59103 of the Madison County, Illinois Recorder's Office, said point also being the point of beginning; thence continuing North 88 degrees 38 minutes 38 seconds West along said North line of the Northeast Quarter, 317.08 feet; thence South 00 degrees 39 minutes 04 seconds West, 382.82 feet; thence South 88 degrees 38 minutes 38 seconds East, 317.08 feet to the Southwest corner of said Zobrist Revocable Living Trust; thence North 00 degrees 39 minutes 04 seconds East, along the West line of said Zobrist Revocable Living Trust tract, 382.82 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R33127

Tract 2:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along

the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R46156

(hereinafter "Annexed Property"); and

WHEREAS, Owner has filed with City, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), a Petition for Annexation of a tract of land (*See Exhibit B*); and

WHEREAS, all electors, if any, residing within the Annexed Property have been notified; and

WHEREAS, the Annexed Property is contiguous to the Corporate Limits of City; and

WHEREAS, the Annexed Property is not currently a part of any other city, town, or village, and may be annexed to City as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Annexed Property to City would further the growth of City, enable City to control the development of the area, and serve the best interests of City; and

WHEREAS, Section 90-115, "Annexed territory," of the *Code of Ordinances, City of Highland, Illinois*, provides,

All property that is annexed to the city following the effective date of the ordinance from which this chapter derives, shall be annexed as R-1-C residential district. Nothing in this section should be construed to prevent the use of annexation agreements as set out in the state statutes;

and

WHEREAS, the legal notice regarding the intention of City to annex the said territory has been given to all public bodies and persons required to receive such notice by state statute; and

WHEREAS, the Annexed Property is now in the Highland-Pierron Fire Protection District; and

WHEREAS, City has notified all the trustees of the Highland-Pierron Fire Protection District, in writing by certified mail, at least ten (10) days in advance of the City Council's consideration of this Ordinance; and

WHEREAS, the Annexed Property is in Helvetia Township; and

WHEREAS, City has notified the Township Commissioner of Highways, the Board of Town Trustees, the Township Supervisor, and the Township Clerk of Helvetia Township in writing by certified mail, at least ten (10) days in advance of the City Council's consideration of this Ordinance; and

WHEREAS, City has notified the Trustees of the Louis Latzer Memorial Public Library in writing by certified mail, at least ten (10) days in advance of the City Council's consideration of this Ordinance; and

WHEREAS, the City of Highland has recorded in the Madison County Recorder's Office an affidavit that service of such notices has been made as provided by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); and

WHEREAS, City Council has determined it is in the best interests of public health, safety, general welfare and economic welfare to annex the Annexed Property into City.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS AS FOLLOWS:

Section 1. That the foregoing recitals be and are hereby incorporated in this Ordinance.

Section 2. *The Annexed Property, the boundaries of which are described herein* and shown in the Plat of Annexation, and attached hereto as **Exhibit A**, is hereby annexed to the City of Highland, an Illinois municipal corporation.

Section 3. A copy of this Ordinance shall be recorded in the Madison County, Illinois, Recorder's Office.

Section 4. A copy of this Ordinance shall also be filed with the County Clerk of Madison County, Illinois.

Section 5. The City Clerk shall also, within 30 days of the annexation, report the annexation by certified or registered mail to the election authorities having jurisdiction in the territory annexed and the post office branches serving the territory annexed.

Section 6. This ordinance shall take effect immediately upon its passage and approval.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

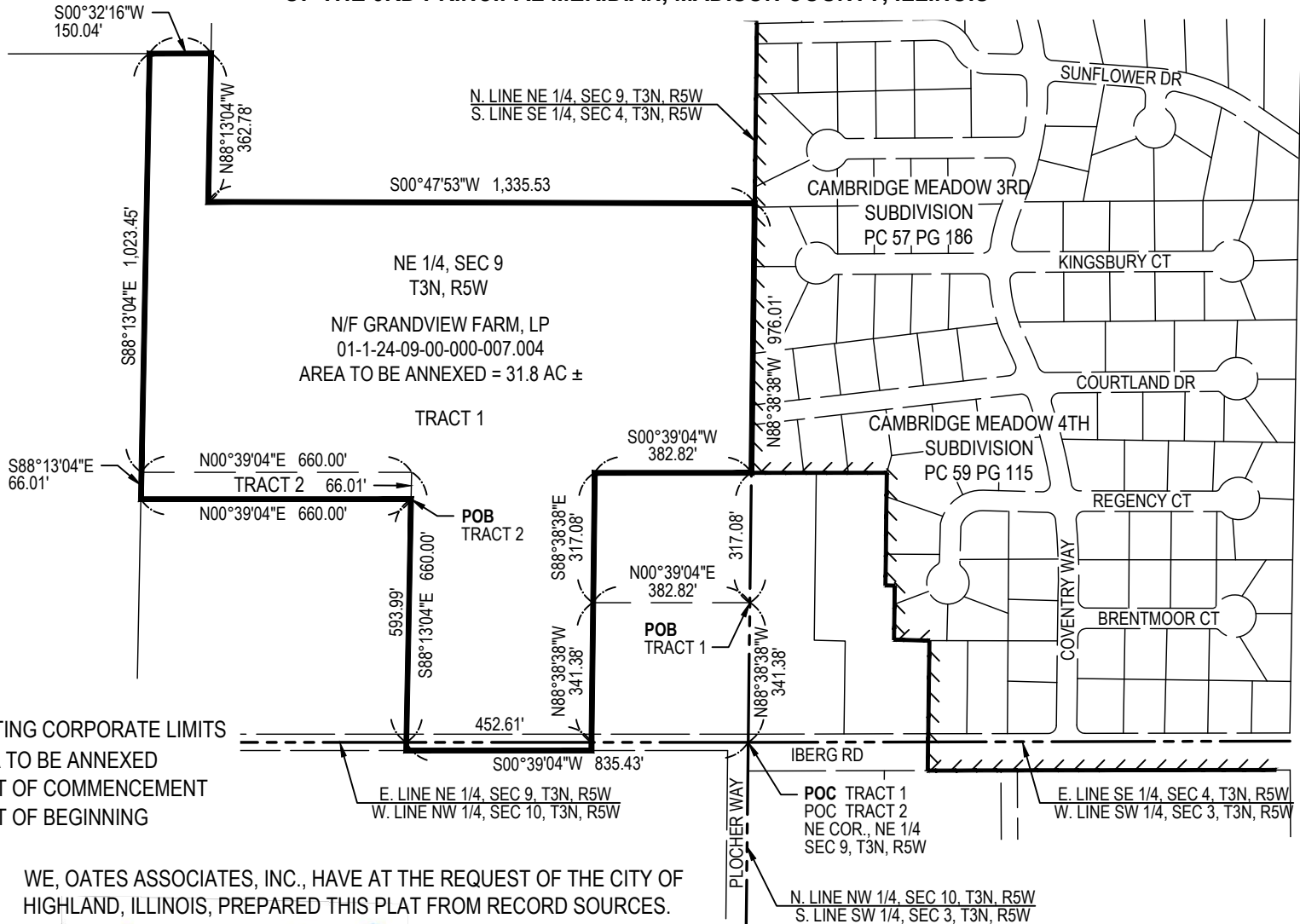
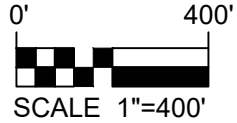
APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

TERRITORY TO BE ANNEXED BY THE CITY OF HIGHLAND, ILLINOIS BY ORDINANCE NO. _____
 BEING PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 WEST
 OF THE 3RD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS



LEGEND

- EXISTING CORPORATE LIMITS
- AREA TO BE ANNEXED
- POC
- POB
- POINT OF COMMENCEMENT
- POINT OF BEGINNING

WE, OATES ASSOCIATES, INC., HAVE AT THE REQUEST OF THE CITY OF HIGHLAND, ILLINOIS, PREPARED THIS PLAT FROM RECORD SOURCES.



Steven M. Keil
 STEVEN M. KEIL
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 035-003119
 EXPIRES 11-30-20

OATES ASSOCIATES	ANNEXATION PLAT CITY OF HIGHLAND, IL	PROJECT NO.: 220022.008	EXHIBIT: A
		DATE: 9/17/2020	
		REVISION:	

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS:

Your Petitioner, Grandview Farm Limited Partnership, as owner, respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois, that the property described in Exhibit A attached hereto and made part hereof be annexed to the City of Highland of Madison County, Illinois, if and when a certain Annexation Agreement concerning this said real estate between Petitioner and said City be approved and executed by all parties.

Your petitioner respectfully represents and states as follows:

1. That the above described territory is not within the corporate limits of any municipality.
2. That the said territory is contiguous to the City limits of the City of Highland, Illinois.
3. That your petitioner is the sole owner of record of the said land and that no electors reside on the said described territory.

WHEREFORE, your petitioner respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois that the above described territory may be annexed to the City of Highland, Madison County, Illinois, upon approval and execution of a certain Annexation Agreement concerning this real estate.

DATE: September 24, 2020.

PETITIONER:

GRANDVIEW FARM LIMITED PARTNERSHIP

BY: STARR MANAGEMENT, GENERAL PARTNER OF GRANDVIEW FARM LIMITED PARTNERSHIP

BY:



WILLIAM K. DRAKE, PRESIDENT

(and authorized representative of Grandview Farm Limited Partnership)

STATE OF ILLINOIS }
 } SS
COUNTY OF MADISON }

I, a Notary Public, in and for said county and state aforesaid, DO HEREBY CERTIFY, that William K. Drake, 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, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of September, 2020.


Notary Public
BENTON TAD ARMSTRONG
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Jul 14, 2023

EXHIBIT A

Tract 1:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence, North 88 degrees 38 minutes 38 seconds West, (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as Deed Record 2007R59103 of the Madison County, Illinois, Recorder's Office; thence, continuing North 88 degrees 38 minutes 38 seconds West, along said North line of the Northeast Quarter, 976.01 feet to a stone; thence, South 00 degrees 47 minutes 53 seconds West, 1335.53 feet to a stone; thence, North 88 degrees 13 minutes 04 seconds West, 362.78 feet to a steel pin; thence South 00 degrees 32 minutes 16 seconds West, along the East line of a tract of land deeded to the City of Highland, recorded in Book 3739, Page 1628 of said Madison County, Illinois, Recorder's Office, 150.04 feet to a point on the North line (as occupied) of 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office; thence South 88 degrees 13 minutes 04 seconds East along said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 1023.45 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the East line of said Northeast Quarter, 660.00 feet; thence, South 88 degrees 13 minutes 04 seconds East, parallel to said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 660.00 feet to a point on the East line of the Northeast Quarter; thence, North 00 degrees 39 minutes 04 seconds East, along said East line, 452.61 feet to the Southeast corner of said Zobrist Trust tract; thence North 88 degrees 38 minutes 38 seconds West, 341.38 feet to the Southwest corner of said Zobrist tract; thence, North 00 degrees 39 minutes 04 seconds East, 382.82 feet to the point of beginning; EXCEPTING THEREFROM the following described tract, Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning; and FURTHER EXCEPTING THEREFROM that part described as follows: Part of the Northeast Quarter of Section 9, Township 3 North Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence North 88 degrees 38 minutes 38 seconds West (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded

as deed record 2007R59103 of the Madison County, Illinois Recorder's Office, said point also being the point of beginning; thence continuing North 88 degrees 38 minutes 38 seconds West along said North line of the Northeast Quarter, 317.08 feet; thence South 00 degrees 39 minutes 04 seconds West, 382.82 feet; thence South 88 degrees 38 minutes 38 seconds East, 317.08 feet to the Southwest corner of said Zobrist Revocable Living Trust; thence North 00 degrees 39 minutes 04 seconds East, along the West line of said Zobrist Revocable Living Trust tract, 382.82 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R33127

Tract 2:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R46156

PPN: 01-1-24-09-00-000-007.004

(the "Annexed Property")

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE FROM, AND PAYMENT FOR INCREASES IN TAXES TO, GRANDVIEW FARM LIMITED PARTNERSHIP FOR PORTION OF THE SOUTHERN PERIPHERAL ROUTE, AND PAYMENT TO GRANDVIEW FARM LIMITED PARTNERSHIP FOR INCREASES IN TAXES, PAYMENT OF CASH RENT, AND PAYMENT OF MOWING CHARGES FOR PREVIOUSLY ANNEXED PROPERTY, SPECIFICALLY PPN: 01-1-24-06-000-117.002

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

WHEREAS, City intends to complete the peripheral route around the City for the public purpose of providing safer roads, better vehicle traffic flow, enhanced utility service for all City residents, and future growth of City to the South; and

WHEREAS, City has determined it necessary to purchase real estate from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, (*See* Commercial Real Estate Contract attached hereto as **Exhibit A**); and

WHEREAS, City has determined it necessary to purchase real estate from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, specifically:

PPN: 01-1-24-09-00-000-007.004

Legal Description:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northeast corner of said Quarter; thence on an assumed bearing of South 01 degree 36 minutes 58 seconds East on the east line of said Quarter, 382.90 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 01 degree 36 minutes 58 seconds East on said east line, 452.55 feet to the southerly line of a tract of land described in the deed to Grandview Farm, L.P., recorded in the Recorder's Office of Madison County, Illinois as Document Number 2011R33127; thence South 89 degrees 30 minutes 11 seconds West on said southerly line, 20.00 feet; thence North 01 degree 36 minutes 58 seconds West, 452.40 feet to the northerly line of said Grandview Farm, L.P. tract; thence North 89 degrees 04 minutes 44 seconds East on said northerly line, 20.00 feet to the Point of Beginning.

Said parcel contains 9,049 square feet or 0.2077 acre, more or less.

See Exhibit A; See also Right of Way, Iberg Road, City of Highland, IL attached hereto as Exhibit B; Hereinafter "Property."

WHEREAS, City has determined the Property purchased for the construction of the Southern peripheral route will be purchased by City for a public purpose; and

WHEREAS, City has determined it necessary to purchase the Property for Fourteen Thousand Nine Hundred Thirty and 85/100 Dollars (\$14,930.85) (hereinafter "Property Purchase Price") for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, by separate Ordinance, Grandview Farm Limited Partnership annexed the following real estate into City:

PPN: 01-1-24-09-00-000-007.004, and described as follows:

Tract 1:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence, North 88 degrees 38 minutes 38 seconds West, (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as Deed Record 2007R59103 of the Madison County, Illinois, Recorder's Office; thence, continuing North 88 degrees 38 minutes 38 seconds West, along said North line of the Northeast Quarter, 976.01 feet to a stone; thence, South 00 degrees 47 minutes 53 seconds West, 1335.53 feet to a stone; thence, North 88 degrees 13 minutes 04 seconds West, 362.78 feet to a steel pin; thence South 00 degrees 32 minutes 16 seconds West, along the East line of a tract of land deeded to the City of Highland, recorded in Book 3739, Page 1628 of said Madison County, Illinois, Recorder's Office, 150.04 feet to a point on the North line (as occupied) of 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office; thence South 88 degrees 13 minutes 04 seconds East along said apparent North line of the

50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 1023.45 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the East line of said Northeast Quarter, 660.00 feet; thence, South 88 degrees 13 minutes 04 seconds East, parallel to said apparent North line of the 50 foot wide Roadway and Utility Easement conveyed to the City of Highland, 660.00 feet to a point on the East line of the Northeast Quarter; thence, North 00 degrees 39 minutes 04 seconds East, along said East line, 452.61 feet to the Southeast corner of said Zobrist Trust tract; thence North 88 degrees 38 minutes 38 seconds West, 341.38 feet to the Southwest corner of said Zobrist tract; thence, North 00 degrees 39 minutes 04 seconds East, 382.82 feet to the point of beginning; EXCEPTING THEREFROM the following described tract, Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning; and FURTHER EXCEPTING THEREFROM that part described as follows: Part of the Northeast Quarter of Section 9, Township 3 North Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence North 88 degrees 38 minutes 38 seconds West (bearing assumed) along the North line of said Northeast Quarter, 341.38 feet to the Northwest corner of a tract of land deeded to Zobrist Revocable Living Trust, recorded as deed record 2007R59103 of the Madison County, Illinois Recorder's Office, said point also being the point of beginning; thence continuing North 88 degrees 38 minutes 38 seconds West along said North line of the Northeast Quarter, 317.08 feet; thence South 00 degrees 39 minutes 04 seconds West, 382.82 feet; thence South 88 degrees 38 minutes 38 seconds East, 317.08 feet to the Southwest corner of said Zobrist Revocable Living Trust; thence North 00 degrees 39 minutes 04 seconds East, along the West line of said Zobrist Revocable Living Trust tract, 382.82 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R33127

Tract 2:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 00 degrees 39 minutes 04 seconds West, (assumed bearing) along the East line of said Northeast Quarter, 835.43 feet to the Northeast corner of a tract of land deeded to Keith Iberg, recorded as Deed Record 2005R19606 of the Madison County, Illinois Recorder's Office; thence North 88 degrees 13 minutes 04 seconds West, along the North line of said Iberg tract, 593.99 feet to the point of beginning; thence continuing North 88 degrees 13 minutes 04 seconds West, along said North line of the Iberg tract, 66.01 feet to the Northwest corner of said Iberg tract; thence South 00 degrees 39 minutes 04 seconds West, 660.00 feet to the Southwest corner of said Iberg tract; thence South 88 degrees 13 minutes 04 seconds East, along the apparent North line (as occupied) of a 50 foot wide, Roadway and Utility Easement conveyed to the City of Highland recorded in Book 3027 Page 2127 of said Madison County, Illinois Recorder's Office 66.01 feet; thence North 00 degrees 39 minutes 04 seconds East, parallel to the West line of said Iberg tract, 660.00 feet to the point of beginning.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

IDENT: 2011R46156

(hereinafter "Annexed Property"); and

WHEREAS, the Annexed Property contained the Property purchased for purposes of construction of the proposed City Southern peripheral route; and

WHEREAS, in consideration for the purchase of the Property and annexation of the Annexed Property, City agrees to pay for estimated increases in real estate taxes as a result of annexing the Annexed Property in the amount of Ten Thousand Eight Hundred Ninety-Two and 80/100 Dollars (\$10,892.80); and

WHEREAS, City has determined on May 16, 2016, Grandview Farm, LP and City agreed to annex PPN 01-1-24-06-000-117.002 into City, and City agreed to pay Grandview Farm, LP for agreed crop loss for the duration of the annexation agreement. City agrees to make, and Grandview Farm, LP agrees to accept, a final payment of Seven Thousand One Hundred Seventy-Eight and 40/100 Dollars (\$7,178.40) for estimated cash rent/crop loss for PPN 01-1-24-06-000-117.002; and

WHEREAS, City has determined on May 16, 2016, Grandview Farm, LP and City agreed to annex PPN 01-1-24-06-000-117.002 into City, and City agreed to pay Grandview Farm LP for maintenance of an easement for the duration of the annexation agreement. City agrees to make, and Grandview Farm, LP agrees to accept, a final payment of Four Thousand and 00/100 Dollars (\$4,000.00) for estimated mowing charges for PPN 01-1-24-06-000-117.002; and

WHEREAS, City has determined on May 16, 2016, Grandview Farm, LP and City agreed to annex PPN 01-1-24-06-000-117.002 into City, and City agreed to pay Grandview Farm, LP for estimated increases in real estate taxes for the duration of the annexation agreement. City agrees to make, and Grandview Farm, LP agrees to accept, a final payment of Seven Thousand Nine Hundred Eight and 00/100 Dollars (\$7,908.00) for estimated increases in real estate taxes for PPN 01-1-24-06-000-117.002; and

WHEREAS, City has determined, as consideration for the purchase of the Property (*See Exhibit A and B*), payment for estimated increases in real estate taxes on the Annexed Property, payment for estimated cash rent / crop loss on PPN 01-1-24-06-000-117.002, payment for mowing charges on PPN 01-1-24-06-000-117.002, and payment for estimated real estate tax increases on PPN 01-1-24-06-000-117.002, as stated herein, City agrees to pay, and Grandview Farm, LP agrees to accept, **Forty-Four Thousand Nine Hundred Ten and 05/100 Dollars (\$44,910.05)** as full and final payment for the aforementioned consideration.

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare, and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to complete the purchase of the Property (*See Exhibit A and B*), make payment for estimated increases in real estate taxes on the Annexed Property, make payment for estimated cash rent / crop loss on PPN 01-1-24-06-000-117.002, make payment for mowing charges on PPN 01-1-24-06-000-117.002, and make payment for estimated real estate tax increases on PPN 01-1-24-06-000-117.002, as stated herein, in the amount of **Forty-Four Thousand Nine Hundred Ten and 05/100 Dollars (\$44,910.05)**, as full and final payment between City and Grandview Farm, LP for the aforementioned consideration.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Highland as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase of the Property (*See Exhibits A and B*), make payment for estimated increases in real estate taxes on the Annexed Property, make payment for estimated cash rent / crop loss on PPN 01-1-24-06-000-117.002, make payment for mowing charges on PPN 01-1-24-06-000-117.002, and make payment for estimated real estate tax increases on PPN 01-1-24-06-000-117.002, as stated herein, in the amount of **Forty-Four Thousand Nine Hundred Ten and 05/100 Dollars (\$44,910.05)**, as full and final payment between City and Grandview Farm, LP for the aforementioned consideration.

Section 3. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to purchase the Property (*See Exhibits A and B*), make payment for estimated increases in real estate taxes on the Annexed Property, make payment for estimated cash rent / crop loss on PPN 01-1-24-06-000-117.002, make payment for mowing charges on PPN 01-1-24-06-000-117.002, and make payment for estimated real estate tax increases on PPN 01-1-24-

06-000-117.002, as stated herein, in the amount of **Forty-Four Thousand Nine Hundred Ten and 05/100 Dollars (\$44,910.05)**, as full and final payment between City and Grandview Farm, LP for the aforementioned consideration.

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

COMMERCIAL REAL ESTATE SALES CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into by and between GRANDVIEW FARM LIMITED PARTNERSHIP ("Seller") and CITY OF HIGHLAND, ILLINOIS, an Illinois municipal corporation ("Purchaser"), effective when signed by both parties, and when approved by the corporate authorities of the City of Highland, Illinois (the "Effective Date"):

- I. Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser, and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as:

PPN: 01-1-24-09-00-000-007.004

Legal Description:

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northeast corner of said Quarter; thence on an assumed bearing of South 01 degree 36 minutes 58 seconds East on the east line of said Quarter, 382.90 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 01 degree 36 minutes 58 seconds East on said east line, 452.55 feet to the southerly line of a tract of land described in the deed to Grandview Farm, L.P., recorded in the Recorder's Office of Madison County, Illinois as Document Number 2011R33127; thence South 89 degrees 30 minutes 11 seconds West on said southerly line, 20.00 feet; thence North 01 degree 36 minutes 58 seconds West, 452.40 feet to the northerly line of said Grandview Farm, L.P. tract; thence North 89 degrees 04 minutes 44 seconds East on said northerly line, 20.00 feet to the Point of Beginning.

Said parcel contains 9,049 square feet or 0.2077 acre, more or less.

See Right of Way, Iberg Road, City of Highland, IL attached hereto as Exhibit A; Hereinafter "Property."

- II. Purchase Price and Payment for the Property.** The purchase price for the Property is **Fourteen Thousand Nine Hundred Thirty and 85/100 Dollars (\$14,930.85)** (hereinafter "Property Purchase Price"), which shall be paid at closing. Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustments in Section VIII below, by check or by wire transfer of funds.

- III. Payment for Tax Increases on the Property.** The payment for increases in real estate taxes as a result of annexing the Property is estimated to be **Ten Thousand Eight Hundred Ninety-Two and 80/100 Dollars (\$10,892.80)**, which shall be paid at closing by check or by wire transfer of funds.
- IV. Payment of Cash Rent/Crop Loss for PPN 01-1-24-06-000-117.002.** On May 16, 2016, Seller and Purchaser agreed to annex PPN 01-1-24-06-000-117.002 into City of Highland, IL, and Purchaser agreed to pay Seller for agreed crop loss for the duration of the annexation agreement. Purchaser agrees to make, and Seller agrees to accept, a final payment of **Seven Thousand One Hundred Seventy-Eight and 40/100 Dollars (\$7,178.40)** for estimated cash rent/crop loss for PPN 01-1-24-06-000-117.002, which shall be paid at closing by check or by wire transfer of funds.
- V. Payment of Mowing Charges for PPN 01-1-24-06-000-117.002.** On May 16, 2016, Seller and Purchaser agreed to annex PPN 01-1-24-06-000-117.002 into City of Highland, IL, and Purchaser agreed to pay Seller for maintenance of an easement for the duration of the annexation agreement. Purchaser agrees to make, and Seller agrees to accept, a final payment of **Four Thousand and 00/100 Dollars (\$4,000.00)** for estimated mowing charges for PPN 01-1-24-06-000-117.002, which shall be paid at closing by check or by wire transfer of funds.
- VI. Payment of Tax Increases for PPN 01-1-24-06-000-117.002.** On May 16, 2016, Seller and Purchaser agreed to annex PPN 01-1-24-06-000-117.002 into City of Highland, IL, and Purchaser agreed to pay Seller for increases in real estate taxes for the duration of the annexation agreement. Purchaser agrees to make, and Seller agrees to accept, a final payment of **Seven Thousand Nine Hundred Eight and 00/100 Dollars (\$7,908.00)** for estimated increases in real estate taxes for PPN 01-1-24-06-000-117.002, which shall be paid at closing by check or by wire transfer of funds.
- VII. Total Payment of \$44,910.05.** As consideration for the purchase of the Property (*See Exhibit A*), payment for estimated increases in real estate taxes on the Property, payment for estimated cash rent / crop loss on PPN 01-1-24-06-000-117.002, payment for mowing charges on PPN 01-1-24-06-000-117.002, and payment for estimated real estate tax increases on PPN 01-1-24-06-000-117.002, as stated herein, Purchaser agrees to pay, and Seller agrees to accept, **Forty-Four Thousand Nine Hundred Ten and 05/100 Dollars (\$44,910.05)** as full and final payment for the aforementioned consideration.
- VIII. Prorations and Adjustments.** The following prorations and adjustments shall be made to the Property Purchase Price at Closing:
- a. **Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to

Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined in Subsection 3(b) below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.

- b. Release of Encumbrances. Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.
- c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

Purchaser shall be responsible to pay for the recording fee for the deed, Purchaser's attorney's fees, the customary escrow or closing fees charged by the Title Company, Purchaser's title insurance endorsements, if any, Purchaser's lender's policy of title insurance and any endorsements thereto, if any, Purchaser's tests and inspections, Purchaser's survey, the premium for Purchaser's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by Purchaser herein.

- IX. Items to be delivered to Purchaser.** After purchase of the Property, Seller shall deliver to Purchaser, in the form of photocopies of executed originals, any documents related to the Property that Seller is aware of and able to locate ("Seller Documents"). Purchaser acknowledges and agrees that Seller acquired the Property many years ago and, as a result, Seller may not be aware of the location or existence of some or all of the Seller Documents. Based on this information, Purchaser acknowledges and agrees that Seller will be deemed to have complied with this Section if Seller provides to

Purchaser the Seller Documents that are known to exist, if any, by Seller after purchase of the Property, and without any obligation or duty being imposed on Seller to investigate or to confirm the accuracy or completeness of the Seller Documents.

X. Investigation of the Property. From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

Purchaser shall indemnify, protect, defend and hold harmless the Seller against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the Property or Seller's ownership therein in connection with Purchaser's entry upon the Property or Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser and Purchaser shall restore the Property to substantially the same condition as in which it existed prior to such Investigations. The Purchaser shall pay for all inspections and reports ordered by Purchaser, promptly; and shall not allow any liens to be filed against the Property. For purposes of Purchaser's indemnification of Seller described herein, the term "Purchaser" shall mean any agent, broker, contractor, employee, or representative of Purchaser. This provision shall survive Closing or other termination of this Agreement.

XI. Contingencies. In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the purchase provided for herein shall be subject to the fulfillment, of the following items by Purchaser on or before thirty (30) business days from execution of this contract and any and all required action(s) by Purchaser (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. **Title Commitment/Examination.** Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.
- b. **Physical Inspection.** Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.

- c. Survey. Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.
- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

If Purchaser does not give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, then Purchaser's obligation under this Agreement shall be enforceable by Seller pursuant to the terms set forth herein.

If Purchaser does give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Seller fails to cure any one of the Contingencies on or before the expiration of the Contingency Date, this Agreement shall be terminated and be of no further force or effect, except for Purchaser's obligations and indemnity as stated herein.

XII. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place on or before December 1, 2020, or after all Contingencies are waived by Purchaser ("Closing Date"), in the offices of the Title Company. Seller and Purchaser may agree to an extension of the Closing date by written agreement.
- b. Purchaser waives any claim to contingencies or any right to the Contingency Date on the Closing Date as stated herein. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove all personal property that will be retained by Seller at that time.

- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):
1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 2. P-Tax. Execute, along with Purchaser, an Illinois Transfer Tax Declaration Form.
 3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.
 4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
 5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller and any Tenant under any lease being assumed by Purchaser satisfactory to Purchaser.
- e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):
1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).
 2. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.
 3. Deed. Acknowledge and accept a copy of Seller's Warranty Deed with the Deed Restrictions attached thereto, conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.

XIII. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by telefax to the applicable telefax number followed with mailing by regular United States mail, addressed as follows:

If to Seller: GRANDVIEW FARM LIMITED PARTNERSHIP
BY: STARR MANAGEMENT, GENERAL PARTNER OF
GRANDVIEW FARM LIMITED PARTNERSHIP
Attention: Dr. William Drake
10205 State Route 143
Marine, Illinois 62061

If to Purchaser: City of Highland
Madison County, Illinois
Attention: Mark Latham
City Manager
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218
Telephone (618) 654-9891
Facsimile: (618) 654-4768

XIV. Additional Covenants.

- a. **Brokerage.** Seller and Purchaser each hereby represent and warrant to the other that neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless against and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

XV. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL

ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

XVI. Litigation.

- a. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this agreement shall be brought in the Circuit Court in Madison County, Illinois.

XVII. Defaults and Remedies

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.
- b. Default by Purchaser. In the event that Purchaser shall have failed to have timely performed any of Purchaser's Obligations, covenants, and/or agreements contained herein which are to be performed by Purchaser, then Seller, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

XVIII. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. Seller Defined. The word "Seller" as used herein shall include all individuals, partnerships, limited liability companies, corporations, or any business entities of any kind affiliated with selling the Property.
- c. Purchaser Defined. The word "Purchaser" as used herein means the City of Highland, Illinois.
- d. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- e. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never

been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.

- f. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- h. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- i. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- j. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- k. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Seller or Purchaser have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Seller or Purchaser shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of Seller or Purchaser first providing notice to the other party of the need to amend this Agreement to comply with the laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make

amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any Earnest Money shall be returned to Purchaser and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

XIX. Acceptance of Contract. Purchaser and Seller intend to execute this Agreement prior to Purchaser obtaining the approvals necessary to give force and effect to this Agreement. Purchaser represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Purchaser has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Purchaser prior to 12/1/2020, this Agreement shall have no force or effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

PURCHASER:

**City of Highland
Madison County, Illinois
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218**

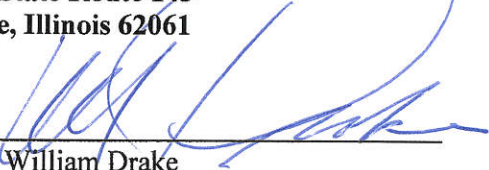
By: 

Mark Latham
City Manager
City of Highland, Illinois

Date: 10-12-20

SELLER:

**GRANDVIEW FARM LIMITED
PARTNERSHIP
BY: STARR MANAGEMENT,
GENERAL PARTNER OF GRANDVIEW
FARM LIMITED PARTNERSHIP
Attention: Dr. William Drake
10205 State Route 143
Marine, Illinois 62061**

By: 

Dr. William Drake
President of Starr Management

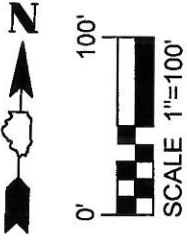
Date: October 7, 2020

EXHIBIT A

LEGEND

-  PROPERTY LINE
-  SECTION LINE
-  PROPOSED ROW LINE
-  POINT OF COMMENCEMENT
-  POINT OF BEGINNING

 PROPOSED RIGHT OF WAY



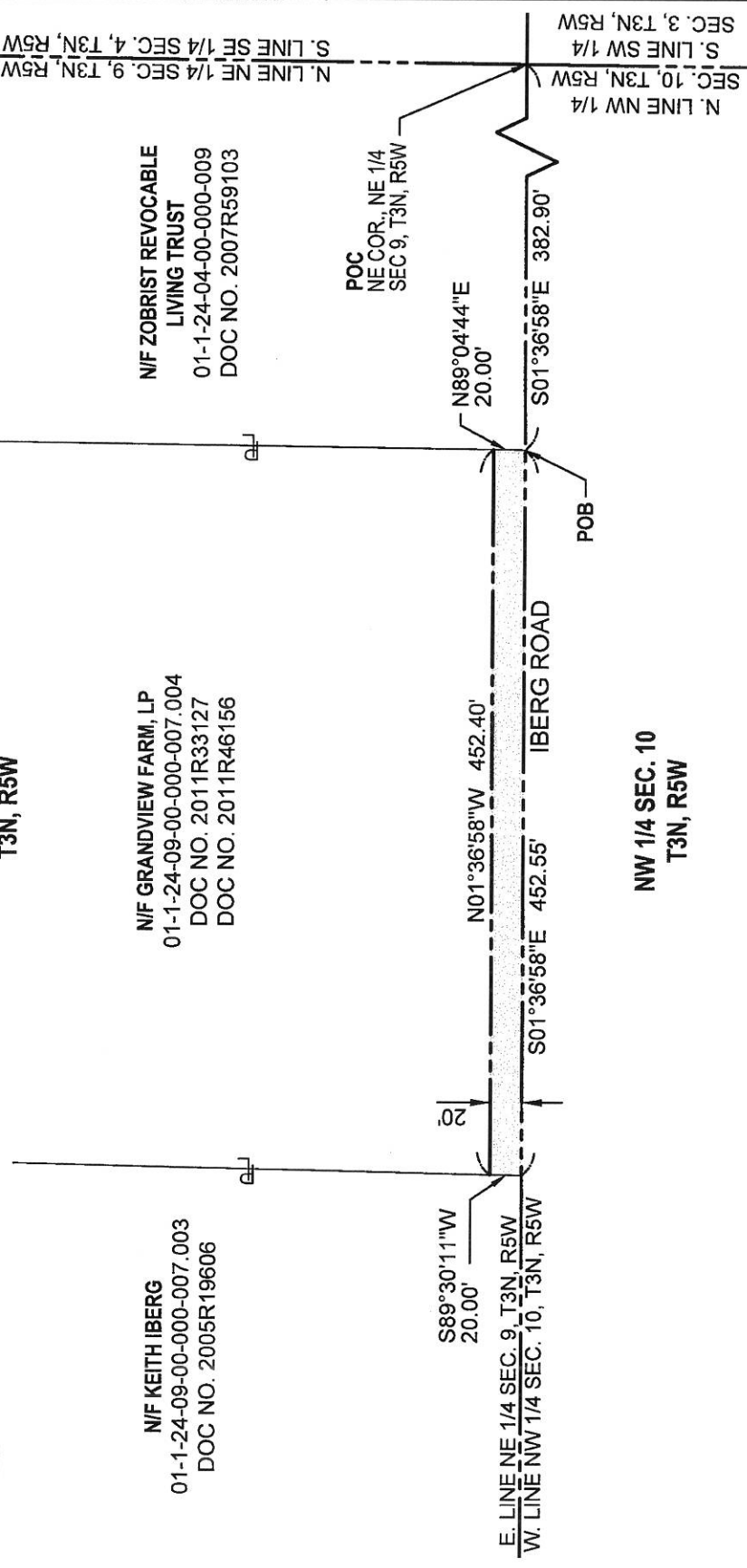
**NE 1/4 SEC. 9
T3N, R5W**

N/F GRANDVIEW FARM, LP
01-1-24-09-00-000-007.004
DOC NO. 2011R33127
DOC NO. 2011R46156

**N/F ZOBRIST REVOCABLE
LIVING TRUST**
01-1-24-04-00-000-009
DOC NO. 2007R59103

N/F KEITH IBERG
01-1-24-09-00-000-007.003
DOC NO. 2005R19606

**POC
NE COR., NE 1/4
SEC 9, T3N, R5W**



**NW 1/4 SEC. 10
T3N, R5W**

**PROPOSED USE:
RIGHT OF WAY**

AREA OF TRACT
9,049 SQ FT ± 0.2077 ACRE ±

100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200
www.atesassociates.com
collinsville St. Louis Belleville St. Charles
ILLINOIS DESIGN FIRM LICENSE NO.: 184.001115

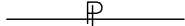
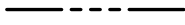




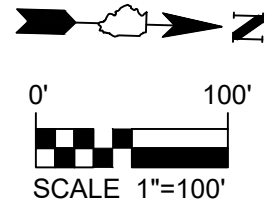
**RIGHT OF WAY
IBERG ROAD
CITY OF HIGHLAND, IL**

PROJECT NO.:
220022.008
DATE:
9/17/2020
REVISION:

EXHIBIT:
A

LEGEND

-  PROPERTY LINE
-  SECTION LINE
-  PROPOSED ROW LINE
- POC** POINT OF COMMENCEMENT
- POB** POINT OF BEGINNING
-  PROPOSED RIGHT OF WAY



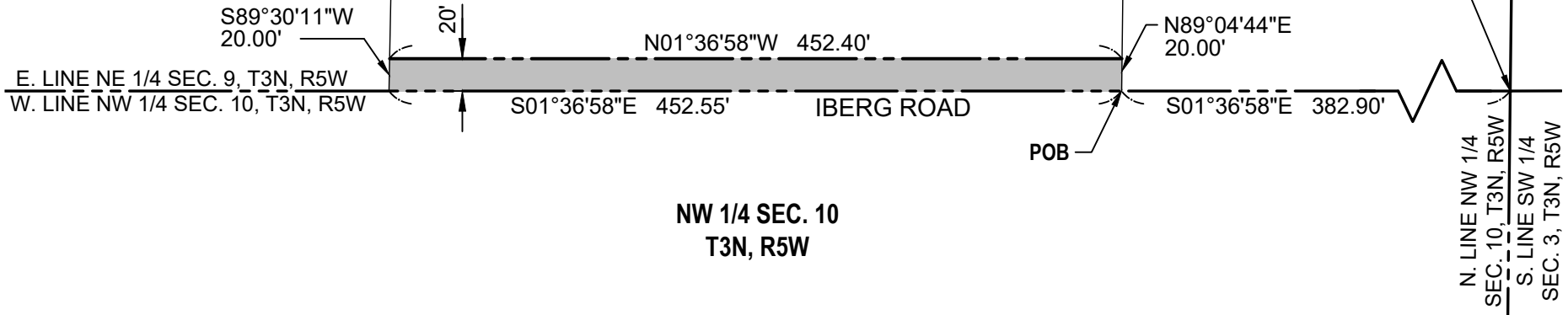
**NE 1/4 SEC. 9
T3N, R5W**

N/F KEITH IBERG
01-1-24-09-00-000-007.003
DOC NO. 2005R19606

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**N/F ZOBRIST REVOCABLE
LIVING TRUST**
01-1-24-04-00-000-009
DOC NO. 2007R59103

POC
NE COR., NE 1/4
SEC 9, T3N, R5W



**NW 1/4 SEC. 10
T3N, R5W**

PROPOSED USE:
RIGHT OF WAY

AREA OF TRACT

9,049 SQ FT ±

0.2077 ACRE ±



100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200
www.oatesassociates.com

Collinsville St. Louis Belleville St. Charles

ILLINOIS DESIGN FIRM LICENSE NO.: 184.001115

RIGHT OF WAY
IBERG ROAD
CITY OF HIGHLAND, IL

PROJECT NO.:
220022.008

DATE:
9/17/2020

REVISION:

EXHIBIT:

A

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING DEDICATED SUBDIVISION IMPROVEMENTS FOR
CARBAY CREST SUBDIVISION, PHASE 2**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, Mettler Development, LLC (“Mettler”) has completed subdivision improvements for Phase 2 of a new subdivision in City named “Carbay Crest”; and

WHEREAS, City has determined Mettler submitted improvement plans for Carbay Crest Phase 2 to the Director of Public Works pursuant to City Code Sections 66-4-8, 66-4-9, 66-4-10, 66-4-11, and 66-4-12; and

WHEREAS, The Director of Public works has informed the City Council the subdivision improvements for Carbay Crest Phase 2, including the concrete pavement and concrete curb and gutter improvements, have been inspected and comply with all the required City Codes; and

WHEREAS, City has determined the Director of Public Works has certified in writing that the Carbay Crest Phase 2 improvements (concrete pavement and concrete curb and gutters) conform to generally accepted engineering practices and the standards of the City Code; and

WHEREAS, City has determined the Director of Public Works has inspected the Carbay Crest Phase 2 improvements (concrete pavement and concrete curb and gutters), and the Carbay Crest subdivision improvements comply with the requirements of City Code; and

WHEREAS, City has determined all required Carbay Crest Phase 2 subdivision improvements stated herein are installed and approved by the Director of Public Works; and

WHEREAS, City has determined all subdivision improvements stated herein for Carbay Crest Phase 2 required in the approved improvement plans have been completed by Mettler at Mettler’s expense, inspected and approved by the Director of Public Works, and dedicated to City; and

WHEREAS, City has determined the subdivision improvements as stated herein for Carbay Crest Phase 2 subdivision should be accepted as dedicated to City; and

WHEREAS, City has determined the Mayor and/or City Manager should be authorized and directed to execute any document necessary to accept as dedicated the subdivision improvements for Carbay Crest Phase 2 subdivision.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF HIGHLAND:**

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The subdivision improvements for Carbay Crest subdivision, Phase 2, are accepted as dedicated to City.

Section 3. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

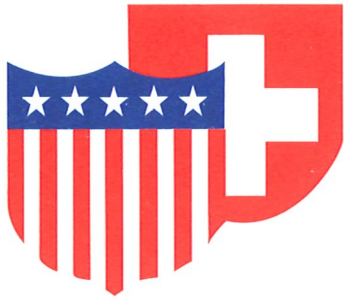
NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois



City of Highland

MEMO TO: Mark Latham, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: October 22, 2020

**SUBJECT: Carbay Crest - Phase 2
Street Improvement Acceptance**

An inspection of the concrete pavement, and concrete curb and gutter improvements was performed by Public Works for the above referenced development for Phase 2. This includes the extension of Carter Ridge Drive (parallel to Sportsman Road) and Bailey's Court.

The improvements have been successfully completed and comply with all the required city of Highland codes. I recommend dedication of the improvements to the city of Highland.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES,
CHAPTER 33-LICENSES AND BUSINESS REGULATIONS,
ARTICLE VII – HEALTH SAFETY INSPECTION,
SECTION 33 – 221 THROUGH SECTION 33 – 232**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City”), is a non-home rule municipality duly established, existing and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 et seq. of Chapter 65 of the Illinois Compiled Statutes); and

WHEREAS, City has determined City Code of Ordinances, Chapter 33 – Licenses and Business Regulations, Article VII – Health Safety Inspection, Section 33 – 221 through Section 33 – 232 shall be amended to reflect the current successes of the rental inspection program; and

WHEREAS, the City rental inspection program has been operating for approximately two (2) years and has been successful in promoting health and safety in rental housing within City; and

WHEREAS, City has received feedback from landlords with suggested changes and modifications to make the program more efficient and successful; and

WHEREAS, City has determined it shall remove the amnesty period for landlord registration from the City Code of Ordinances; and

WHEREAS, City has determined it shall include “short-term rentals” in the rental inspection program. As a result, landlords of short-term rentals are required to register as landlords and short-term rentals will be inspected annually; and

WHEREAS, City will consider requests from landlords to waive the Health Safety Inspection if the particular rental property has passed an inspection within the previous six (6) months; and

WHEREAS, the City Council finds it should approve the text amendments proposed for the City Code of Ordinances, Chapter 33 – Licenses and Business Regulations, Article VII – Health Safety Inspection, Section 33 – 221 through Section 33 – 232, as discussed and stated herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.

Section 2. The City Code of Ordinances, Chapter 33 – Licenses and Business Regulations, Article VII – Health Safety Inspection, Section 33 – 221 through Section 33 – 232, shall now state:

ARTICLE VII. - HEALTH SAFETY INSPECTION

Sec. 33-221. - Generally.

City has the authority to ensure the health, safety, general welfare and economic welfare of all city residents through city police powers and 65 ILCS 5/11-60-2, which states: "The corporate authorities of each municipality may define, prevent, and abate nuisances." In addition, city may demolish, repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings within city and may remove or cause the removal of garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those buildings. See 65 ILCS 5/11-31-1 and 5/11-31-1.1. Further, city may adopt and enforce property maintenance standards and minimum quality standards for buildings and structures. See 65 ILCS 5/11-31-1 and 65 ILCS 5/1-3-1(b).

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-222. - Definitions.

Agent or representative of the owner and/or landlord, whether singular or plural, means any person who is an agent or representative of an owner and/or landlord of any residential rental structure or residential rental property within city.

Business entity, whether singular or plural, means LLC, corporation, partnership, sole proprietorship, or any other legally recognized business entity.

Code, whether singular or plural, means City of Highland, Illinois, Municipal Code.

Consideration, as used herein, means anything of value.

Health safety inspection, whether singular or plural, means an inspection conducted by a city employee(s), or independent contractor(s) hired by city, authorized by city to conduct health safety inspections. Health safety inspections shall be conducted to ensure the health, safety, general welfare, and economic welfare of all city residents by ensuring all residential rental properties comply with city Code and are not dangerous, unsafe, or nuisance properties. Health safety inspections may include, but are not be limited to: 1) Fire safety and other safety conditions; 2) Plumbing safety; 3) Drainage safety; 4) HVAC safety; 5) Electrical safety; 6) Kitchen safety; 7) Interior structural safety; 8) Exterior structural safety; 9) Air quality safety; and 10) Absence of rats, mice, termites, bedbugs, etc.

Health safety inspection certificate of compliance, whether singular or plural, means city certificate of compliance issued to owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property after a health safety inspection has been completed.

Health safety inspection officer, whether singular or plural, means city employee(s), or independent contractor(s) hired by City, authorized to conduct health safety inspections by city manager or city manager's designee.

Landlord, whether singular or plural, means the owner of property, such as residential rental property, that is leased or rented for some consideration to a tenant. Any person or business entity that owns and/or pays property taxes on any residential rental structure or residential rental property, who does not occupy that residential rental structure or residential rental property as a primary domicile, and allows any other person to reside in or occupy the residential rental structure or residential rental property, is a landlord for purposes of this chapter.

Let for occupancy, whether singular or plural, means to permit, provide or offer possession or occupancy of a residential rental structure or residential rental property to a person or business entity who

is or who is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement, license, or similar instrument, or pursuant to a recorded or unrecorded agreement or contract of sale for the premises.

Owner, whether singular or plural, means any person or business entity who holds any ownership interest or fee simple ownership interest in any residential rental structure or residential rental property within city.

Rent, whether singular or plural, means any consideration given by a tenant to an owner and/or landlord, or the agent or representative of the owner and/or landlord, for the possession and/or use of a residential rental structure or residential rental property.

Residential rental structure or *residential rental property*, whether singular or plural, means any house, apartment, condominium, duplex, shed, garage, chicken coop, rooming house, dwelling, multi-use dwelling structure (excluding hotels and motels), mobile home, and/or any other structure, permanent or otherwise, located within city that the owner and/or landlord, or the agent or representative of the owner and/or landlord, thereof rents, either entirely or in part, to another person for occupancy as a residence.

Tenancy, whether singular or plural, means the term or duration a person or business entity occupies, leases, or rents residential rental property.

Tenant, whether singular or plural, means a person or business entity that occupies, leases, or rents residential rental property,

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-223. - Landlord obligation to register.

See City Code, chapter 33, article VI, landlord registration, incorporated by reference herein, and stated in pertinent part:

- (1) *Registration required.* It shall be unlawful for an owner of a residential rental structure (including short-term rentals) to rent that residential rental structure, either entirely or in part, to another person for occupancy as a residence, unless the owner shall have registered the residential rental structure with the city.
- (2) *Application.* The owner of a residential rental structure shall register the residential rental structure with the city by completing (on forms supplied by the city) a written application for registration, and filing the application for registration with the building and zoning department of the city. The application for registration shall state, concerning the residential rental structure:
 - a. Its address;
 - b. A description of the structure;
 - c. The number of rental units in the structure; and
 - d. The name, mailing address, and telephone number of each owner of the structure.

If an owner is a business entity that has its own separate legal existence, rather than a natural person, then the application shall provide the name, phone number and address of a natural person that is the controlling individual of that entity - in no event shall compliance consist of the name of another company or non-natural persons and the application for registration shall also state the name, mailing address, and telephone number of the person responsible for the maintenance of the residential rental structure.

- (3) *Duration of registration.* Registration shall be required only once for each residential rental structure unless:
 - a. All or part of the ownership of the residential rental structure changes; or
 - b. The number of rental units in the residential rental structure changes.

If either such change occurs, the then owners of the residential rental structure shall, within 45 days of the change, file a new application for registration with the building and zoning department of the city.

- (4) *Registration not assignable.* The registration of a residential rental structure is not assignable. If a residential rental structure is sold or the ownership of the complete fee simple interest in the residential rental structure otherwise changes, the new owner or owners thereof shall complete an application for registration concerning the residential rental structure and shall file the application for registration with the building and zoning department of the city.
- (5) *No fee.* No fee shall be charged by the city for the filing, by the owner or owners of a residential rental structure, of an application for registration.
- (6) *Penalty.* Failure to comply with the requirements of this article will result in a citation for a city ordinance violation and a notice to appear in court being issued. City ordinance violation fines range from \$50.00 to \$750.00 per day.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-224. - Nuisance conditions.

When a change in tenancy occurs at residential rental property, or when a change in ownership of residential rental property occurs, the health safety inspection officer will inspect all residential rental properties in accordance with the City Code. Some of the health and safety conditions that may be inspected during the process for issuing a health safety inspection certificate of compliance are listed below. The list below is not intended to be the final list of what may or may not be inspected by city as part of the health safety inspection. The health and safety conditions listed below are examples of what may be inspected as part of the city health safety inspection:

HEALTH AND SAFETY CONDITION	ESSENTIAL TO HEALTH AND SAFETY	PUBLIC NUISANCE
1. Fire safety <ul style="list-style-type: none"> • Smoke and CO detectors appropriately located and in good working order • Adequate means of egress 	Lack of detectors and/or inadequate egress increases risk of fires and the risk of bodily harm resulting from fires. In addition to posing a risk to tenants, both increase risks for adjacent properties and impose fire service and health costs on the public.	Increased risk of fire on a property increases risks to adjacent properties and imposes fire service and health costs on the public.
2. Other safety conditions <ul style="list-style-type: none"> • All doors to the exterior must close fully and have appropriate, well-functioning locking mechanisms • All hand or guard rails must 	Improperly closing doors or malfunctioning locks can provide opportunities for burglary or trespassing with significant risk to tenants.	Increased risk of crime imposes police costs on the public.
	Insecure or inadequate guard rails can result in injury to tenants or	Increased risk of injury affects tenants, visitors and neighbors and imposes health

<p>be firmly fastened and capable of supporting reasonable loads</p> <ul style="list-style-type: none"> • Sidewalks and walkways must be in reasonable repair 	<p>visitors, particularly senior citizens or individuals with physical disabilities.</p>	<p>and emergency service costs on the public.</p>
	<p>Holes, cracks and other deficiencies in sidewalks and walkways can lead to injury of tenants, visitors and passers-by.</p>	<p>Increased risk of injury affects tenants, visitors and neighbors and imposes health and emergency service costs on the public.</p>
<p>3. Plumbing</p> <ul style="list-style-type: none"> • Access to public water and sewer service; or, a well and/or septic system approved by the appropriate approval authority. • Complete bathroom, including sink with hot and cold running water, toilet and shower and/or bathtub in working order with all fixtures properly installed and no visible water hazards present. 	<p>Inadequate water service can lead to tenant health problems, while inadequate sewer service can affect health for both tenants and residents of nearby properties because of the potential spread of disease.</p>	<p>Inadequate water service can lead to resident health problems, while inadequate sewer service can affect health for both residents and nearby residents, in both cases imposing costs on the public.</p>
	<p>Lack of adequate, properly functioning and safe washing, bathing and toilet facilities can lead to significant health problems for tenants.</p>	<p>Tenant health problems can impose costs of treatment on the public.</p>
<p>4. Drainage</p> <ul style="list-style-type: none"> • Properly operating drains in bathroom and kitchen • Proper drainage from apartment into sewer or septic system • Gutters and downspouts in good condition and draining properly 	<p>Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of disease.</p>	<p>Increased risk of disease can affect neighbors as well as tenants and impose costs on public.</p>
	<p>Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of disease.</p>	<p>Increased risk of disease imposes costs on public.</p>
	<p>Improperly functioning gutters and downspouts can lead to ponding, flooding and infestation, as well as lead to roof and wall problems creating health and safety problems for tenants and neighbors.</p>	<p>Increased risk of health and safety problems can affect neighbors as well as tenants and impose costs on public.</p>

<p>5. Working and properly vented heating system</p>	<p>Lack of adequate heating facilities can lead to significant health and safety problems for tenants, including the use of alternative heating measures that lead to fire risk.</p>	<p>Can create health problems and increase fire risk both imposing costs on public.</p>
<p>6. Working and safe electrical system</p>	<p>Dangerous or inadequate electrical systems increase the risk of physical injury to residents and visitors and increase fire risk for the property and adjacent properties.</p>	<p>Can increase health problems and fire risk for residents and neighbors and impose costs on public.</p>
<p>7. Kitchen with operating stove, oven, refrigerator and sink</p>	<p>Lack of operating kitchen equipment can lead to use of undesirable and dangerous alternatives by tenants which increase risk of physical injury and risk of fire to property and adjacent properties.</p>	<p>Can increase health problems and fire risk for residents and neighbors and impose costs on public.</p>
<p>8. Roof free from leaks; if evidence of prior leaks is visible, documentation that repairs were made</p>	<p>Leaking roof can lead to significant health and safety problems for tenants.</p>	<p>Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.</p>
<p>9. Absence of holes, breaks, rotting material or major cracks in walls or floors</p>	<p>Holes, breaks or major cracks in walls or floor can pose injury risks to tenants, particularly children, as well as indicate potential structural problems.</p>	<p>Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.</p>
<p>10. Soundness of exterior structural elements, including balconies, stairs and decks</p>	<p>Unsafe balconies, decks, stairs and visible joists can pose severe injury risks to tenants and visitors.</p>	<p>Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.</p>

11. Absence of mold or mildew	Mold or mildew can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.
12. Absence of rats, mice, termites or bedbugs	Rats and other vermin can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-225. - Prohibited conduct.

- (a) It shall be unlawful for any person or business entity to let to another for use or occupancy any residential rental property without a current and valid city-issued health safety inspection certificate of compliance. A valid city-issued health safety inspection certificate of compliance shall be required for each new tenancy in a residential rental property subsequent to June 1, 2018.
- (b) It shall be unlawful for any person or business entity to purchase any part of, or obtain fee simple interest in, any residential rental property without a current and valid city-issued health safety inspection certificate of compliance. It shall be the responsibility of the purchaser to have the residential rental property inspected by city prior to letting the residential rental property for occupancy.
- (c) After a health safety inspection has been conducted on residential rental property, it shall be unlawful for any person to occupy a residential rental property that does not have a current and valid city-issued health safety inspection certificate of compliance.
- (d) It is unlawful for any person to violate any provision of this chapter.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-226. - Health safety inspection.

- (a) At each change in tenancy, a health safety inspection certificate of compliance must be obtained by every owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property. A change of tenant(s) requires all residential rental property be brought into compliance with City Code. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must be corrected, and the property re-inspected and approved prior to being let for occupancy. If the residential rental property has been issued health and safety inspection certificate of compliance within the past six months at the time of a change in tenancy, the owner or agent or representative of the owner may request to waive the health and safety inspection. The City may accept or deny this request.
- (b) Prior to a change in ownership of all residential rental structures or residential rental property, the prospective buyer must contact the health safety inspection officer to request a health safety inspection. A change of ownership requires all residential rental property be brought into compliance with City Code. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must be corrected, and the property re-inspected and approved prior to being let for occupancy.

- (c) Before any residential rental property can be let for occupancy, the owner or the agent or representative of the owner must submit the required application for a health safety inspection and pay a permit fee of \$25.00.
- (d) Before any residential rental property can be sold or transferred, the prospective buyer must contact the health safety inspection officer to request a health safety inspection, must submit the required application for a health safety inspection and pay a permit fee of \$25.00. The \$25.00 inspection fee shall be applicable to each rental unit.
- (e) The required permit fee of \$25.00 allows for the initial inspection and one follow-up inspection for each residential rental property that has failed the initial inspection. It shall be the owner and/or landlord, or the agent or representative of the owner and/or landlord's, responsibility to prove the follow-up inspection may be performed at no additional charge, and is part of the initial inspection.
- (f) The application and fee for the health safety inspection can be submitted to city as soon as a residential rental property is available for a new tenant.
- (g) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall make an appointment at city building and zoning department with the health safety inspection officer for an inspection of the residential rental property to determine compliance with City Code.
- (h) When the residential rental property inspection process is completed, the health safety inspection officer will notify the owner and/or landlord, or the agent or representative of the owner and/or landlord.
- (i) If the health safety inspection officer determines that the residential rental property that is the subject of the inspection complies with city code, a health safety inspection certificate of compliance will be issued from the city building and zoning department.
- (j) If, however, the residential rental property is not in compliance with City Code, it will not be approved for a health safety inspection certificate of compliance, and the owner and/or landlord, or the agent or representative of the owner and/or landlord, will receive a violation notice describing the violation(s) and the correction(s) to be made.
- (k) A health safety inspection certificate of compliance will remain valid until the sooner of any of the following occurs:
 - (1) City revokes or suspends the health safety inspection certificate of compliance due to a violation of City Code related to the residential rental structure or residential rental property at issue;
 - (2) Change in tenancy at the residential rental property;
 - (3) Change in ownership of the residential rental property;
 - (4) The residential rental property is damaged or destroyed to the extent that it is no longer habitable.
- (l) At each change in ownership of residential rental property, a new health safety inspection certificate of compliance must be obtained, and health safety inspection certificates of compliance may not be transferred from the current owner to the prospective new owner.
- (m) A health safety inspection certificate of compliance may not be transferred from one residential rental property to another.
- (n) City may issue a temporary health safety inspection certificate of compliance when, in the opinion of the health safety inspection officer, none of the violations observed threaten life-safety or health. Temporary certificates shall expire no later than 60 days after issuance.
- (o) Where a temporary health safety inspection certificate of compliance has been issued, there will be no additional charge to the owner and/or landlord, or the agent or representative of the owner and/or landlord, for the follow-up inspection of the residential rental property. It shall be the owner and/or landlord, or the agent or representative of the owner and/or landlord's responsibility to prove the follow-up inspection is part of the temporary health safety inspection certificate of compliance and may be performed at no additional charge to the owner and/or landlord.

- (p) In the event an owner and/or landlord, or the agent or representative of the owner and/or landlord, or the tenant/occupant of a residential rental property refuses to allow the health safety inspection officer to inspect a residential rental property, schedule a time to inspect the residential rental property, or otherwise fails to comply with the City Code, city reserves all remedies to secure compliance with this section, including, without limitation, seeking a search warrant or suspending or revoking an owner and/or landlord, or the agent or representative of the owner and/or landlord's, health safety inspection certificate of compliance.
- (q) The health safety inspection officer shall complete as many re-inspections as are necessary to ensure that appropriate corrective action has been taken to bring the residential rental structure or residential rental property into compliance with City Code.
- (r) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall be charged \$25.00 for the initial inspection and one follow-up inspection of the residential rental property to ensure compliance with this section. After the initial inspection and follow-up inspection, the owner and/or landlord, or the agent or representative of the owner and/or landlord, shall be charged \$25.00 for each inspection deemed necessary by city to bring the residential rental property in compliance with City Code.
- (s) City reserves the right to refuse to continue to perform health safety inspections for any owner and/or landlord, or the agent or representative of the owner and/or landlord of residential rental property in city if the owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property has not paid for previous health safety inspections on any property owned in city.
- (t) On an annual basis, short-term rentals must obtain health and safety inspection certificate of compliance. The first health and safety inspection certificate of compliance shall be issued prior to the short-term rental being let for occupancy. Future inspections shall occur annually within 12 months of the prior issuance of a health safety inspection certificate of compliance.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-227. - Same—Application.

- (a) Owner and/or landlord, or the agent or representative of the owner and/or landlord, shall complete a health safety inspection certificate of compliance application on a form provided by city and provide all other information requested by city. At a minimum, owner and/or landlord, or the agent or representative of the owner and/or landlord, shall provide the following information for each residential rental property:
 - (1) Owner and/or landlord's legal name, home and business address, home, business, and mobile telephone numbers, and e-mail address;
 - (2) Property agent or representative's legal name, business address, business and mobile telephone numbers, and e-mail address;
 - (3) The address of the residential rental property;
 - (4) The bathrooms and bedrooms in each residential rental property;
 - (5) The maximum occupancy of the residential rental property;
 - (6) The residential rental property's square footage; and
 - (7) Twenty-five-dollar fee for Health Safety Inspection.
- (b) Owner and/or landlord, or the agent or representative of the owner and/or landlord, shall submit a revised application to city within 45 days of any modifications to the information previously provided on the health safety inspection application.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-228. - Appeals.

- (a) Any person receiving a violation notice pursuant to this section, any person denied a health safety inspection certificate of compliance, or any person whose health safety inspection certificate of compliance has been suspended or revoked shall have the right to appeal to the city building and zoning department.
- (b) Such an appeal shall be in writing and filed with the city building and zoning department within 14 days of the date of the health safety inspection officer's action. The appeal shall contain a complete statement of the reasons for the appeal, the specific facts supporting the appeal, and all evidence the appellant intends to rely on to support the appeal.
- (c) If no appeal is filed within 14 days of the date of the health safety inspection officer's action, and pursuant to the requirements of this section, the right to an appeal is waived.
- (d) The city manager or city manager's designee shall schedule a meeting to consider the appeal within 30 days of receiving the appeal. The city manager or city manager's designee may consider all facts, evidence, and testimony presented by the appellant and the health safety inspection officer, and all other information determined to be relevant to the appeal.
- (e) The city manager or city manager's designee shall send written notice of the decision to the owner within 30 days of hearing the appeal.
- (f) The residential rental property may not be let for occupancy, sold and/or transferred while any appeal is pending.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-229. - Other inspections.

Nothing in this section shall restrict, limit, or alter city's authority to inspect any property or impose penalties for violations of the City Code.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-230. - Penalty.

Any person violating this chapter shall be punishable as set forth in section 1-13 of City Code, or through any remedy available to city as stated herein, pursuant to city code, and/or according to Illinois law.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-231. - Authority.

Including, but not limited to: See 65 ILCS 5/11-60-2; 65 ILCS 5/11-31-1; 65 ILCS 5/1-3-1; City Code; and Illinois Law.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Secs. 33-232—33-260. - Reserved.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____ 2020 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County, Illinois

Redline

ARTICLE VII. - HEALTH SAFETY INSPECTION^[4]

Sec. 33-221. - Generally.

City has the authority to ensure the health, safety, general welfare and economic welfare of all city residents through city police powers and 65 ILCS 5/11-60-2, which states: "The corporate authorities of each municipality may define, prevent, and abate nuisances." In addition, city may demolish, repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings within city and may remove or cause the removal of garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those buildings. See 65 ILCS 5/11-31-1 and 5/11-31-1.1. Further, city may adopt and enforce property maintenance standards and minimum quality standards for buildings and structures. See 65 ILCS 5/11-31-1 and 65 ILCS 5/1-3-1(b).

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-222. - Definitions.

Agent or representative of the owner and/or landlord, whether singular or plural, means any person who is an agent or representative of an owner and/or landlord of any residential rental structure or residential rental property within city.

Business entity, whether singular or plural, means LLC, corporation, partnership, sole proprietorship, or any other legally recognized business entity.

Code, whether singular or plural, means City of Highland, Illinois, Municipal Code.

Consideration, as used herein, means anything of value.

Health safety inspection, whether singular or plural, means an inspection conducted by a city employee(s), or independent contractor(s) hired by city, authorized by city to conduct health safety inspections. Health safety inspections shall be conducted to ensure the health, safety, general welfare, and economic welfare of all city residents by ensuring all residential rental properties comply with city Code and are not dangerous, unsafe, or nuisance properties. Health safety inspections may include, but are not be limited to: 1) Fire safety and other safety conditions; 2) Plumbing safety; 3) Drainage safety; 4) HVAC safety; 5) Electrical safety; 6) Kitchen safety; 7) Interior structural safety; 8) Exterior structural safety; 9) Air quality safety; and 10) Absence of rats, mice, termites, bedbugs, etc.

Health safety inspection certificate of compliance, whether singular or plural, means city certificate of compliance issued to owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property after a health safety inspection has been completed.

Health safety inspection officer, whether singular or plural, means city employee(s), or independent contractor(s) hired by City, authorized to conduct health safety inspections by city manager or city manager's designee.

Landlord, whether singular or plural, means the owner of property, such as residential rental property, that is leased or rented for some consideration to a tenant. Any person or business entity that owns and/or pays property taxes on any residential rental structure or residential rental property, who does not occupy that residential rental structure or residential rental property as a primary domicile, and allows any other person to reside in or occupy the residential rental structure or residential rental property, is a landlord for purposes of this chapter.

Let for occupancy, whether singular or plural, means to permit, provide or offer possession or occupancy of a residential rental structure or residential rental property to a person or business entity who is or who is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement,

license, or similar instrument, or pursuant to a recorded or unrecorded agreement or contract of sale for the premises.

Owner, whether singular or plural, means any person or business entity who holds any ownership interest or fee simple ownership interest in any residential rental structure or residential rental property within city.

Rent, whether singular or plural, means any consideration given by a tenant to an owner and/or landlord, or the agent or representative of the owner and/or landlord, for the possession and/or use of a residential rental structure or residential rental property.

Residential rental structure or *residential rental property*, whether singular or plural, means any house, apartment, condominium, duplex, shed, garage, chicken coop, rooming house, dwelling, multi-use dwelling structure (excluding hotels and motels), mobile home, and/or any other structure, permanent or otherwise, located within city that the owner and/or landlord, or the agent or representative of the owner and/or landlord, thereof rents, either entirely or in part, to another person for occupancy as a residence.

Tenancy, whether singular or plural, means the term or duration a person or business entity occupies, leases, or rents residential rental property.

Tenant, whether singular or plural, means a person or business entity that occupies, leases, or rents residential rental property,

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-223. - Landlord obligation to register.

See City Code, chapter 33, article VI, landlord registration, incorporated by reference herein, and stated in pertinent part:

- (1) *Registration required.* It shall be unlawful for an owner of a residential rental structure (including short-term rentals) to rent that residential rental structure, either entirely or in part, to another person for occupancy as a residence, unless the owner shall have registered the residential rental structure with the city.
- (2) *Application.* The owner of a residential rental structure shall register the residential rental structure with the city by completing (on forms supplied by the city) a written application for registration, and filing the application for registration with the building and zoning department of the city. The application for registration shall state, concerning the residential rental structure:
 - a. Its address;
 - b. A description of the structure;
 - c. The number of rental units in the structure; and
 - d. The name, mailing address, and telephone number of each owner of the structure.

If an owner is a business entity that has its own separate legal existence, rather than a natural person, then the application shall provide the name, phone number and address of a natural person that is the controlling individual of that entity - in no event shall compliance consist of the name of another company or non-natural persons and the application for registration shall also state the name, mailing address, and telephone number of the person responsible for the maintenance of the residential rental structure.

- (3) *Duration of registration.* Registration shall be required only once for each residential rental structure unless:
 - a. All or part of the ownership of the residential rental structure changes; or
 - b. The number of rental units in the residential rental structure changes.

If either such change occurs, the then owners of the residential rental structure shall, within 45 days of the change, file a new application for registration with the building and zoning department of the city.

- (4) *Registration not assignable.* The registration of a residential rental structure is not assignable. If a residential rental structure is sold or the ownership of the complete fee simple interest in the residential rental structure otherwise changes, the new owner or owners thereof shall complete an application for registration concerning the residential rental structure and shall file the application for registration with the building and zoning department of the city.
- (5) *No fee.* No fee shall be charged by the city for the filing, by the owner or owners of a residential rental structure, of an application for registration.
- (6) *Penalty.* Failure to comply with the requirements of this article will result in a citation for a city ordinance violation and a notice to appear in court being issued. City ordinance violation fines range from \$50.00 to \$750.00 per day.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

~~Sec. 33-224. — Amnesty period for landlord to register residential rental property.~~

~~Pursuant to City Code, chapter 33, article VI, landlord registration, all owners and/or landlords, or the agents or representatives of the owners and/or landlords must register all residential rental property within city limits. For purposes of facilitating registration of all residential rental property within city limits, city will provide an "amnesty period for landlords to register residential rental property" up to and including June 1, 2018. No owner and/or landlord, or the agent or representative of the owner and/or landlord, will be charged with a city ordinance violation who registers residential rental property with city prior to June 1, 2018. However, any owner and/or landlord, or the agent or representative of the owner and/or landlord, who fails to register residential rental property by June 1, 2018, will be in violation of City Code, chapter 33, article VI, landlord registration, and subject to City Code section 1-13.~~

~~(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)~~

Sec. 33-2245. - Nuisance conditions.

When a change in tenancy occurs at residential rental property, or when a change in ownership of residential rental property occurs, the health safety inspection officer will inspect all residential rental properties in accordance with the City Code. Some of the health and safety conditions that may be inspected during the process for issuing a health safety inspection certificate of compliance are listed below. The list below is not intended to be the final list of what may or may not be inspected by city as part of the health safety inspection. The health and safety conditions listed below are examples of what may be inspected as part of the city health safety inspection:

HEALTH AND SAFETY CONDITION	ESSENTIAL TO HEALTH AND SAFETY	PUBLIC NUISANCE
1. Fire safety <ul style="list-style-type: none"> • Smoke and CO detectors appropriately located and in good working order 	Lack of detectors and/or inadequate egress increases risk of fires and the risk of bodily harm resulting from fires. In addition to posing a risk to tenants, both increase risks for adjacent properties and impose fire	Increased risk of fire on a property increases risks to adjacent properties and imposes fire service and health costs on the public.

<ul style="list-style-type: none"> • Adequate means of egress 	<p>service and health costs on the public.</p>	
<p>2. Other safety conditions</p> <ul style="list-style-type: none"> • All doors to the exterior must close fully and have appropriate, well-functioning locking mechanisms • All hand or guard rails must be firmly fastened and capable of supporting reasonable loads • Sidewalks and walkways must be in reasonable repair 	<p>Improperly closing doors or malfunctioning locks can provide opportunities for burglary or trespassing with significant risk to tenants.</p>	<p>Increased risk of crime imposes police costs on the public.</p>
	<p>Insecure or inadequate guard rails can result in injury to tenants or visitors, particularly senior citizens or individuals with physical disabilities.</p>	<p>Increased risk of injury affects tenants, visitors and neighbors and imposes health and emergency service costs on the public.</p>
	<p>Holes, cracks and other deficiencies in sidewalks and walkways can lead to injury of tenants, visitors and passers-by.</p>	<p>Increased risk of injury affects tenants, visitors and neighbors and imposes health and emergency service costs on the public.</p>
<p>3. Plumbing</p> <ul style="list-style-type: none"> • Access to public water and sewer service; or, a well and/or septic system approved by the appropriate approval authority. • Complete bathroom, including sink with hot and cold running water, toilet and shower and/or bathtub in working order with all fixtures properly installed and no visible water hazards present. 	<p>Inadequate water service can lead to tenant health problems, while inadequate sewer service can affect health for both tenants and residents of nearby properties because of the potential spread of disease.</p>	<p>Inadequate water service can lead to resident health problems, while inadequate sewer service can affect health for both residents and nearby residents, in both cases imposing costs on the public.</p>
	<p>Lack of adequate, properly functioning and safe washing, bathing and toilet facilities can lead to significant health problems for tenants.</p>	<p>Tenant health problems can impose costs of treatment on the public.</p>
<p>4. Drainage</p> <ul style="list-style-type: none"> • Properly operating drains in bathroom and kitchen 	<p>Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of</p>	<p>Increased risk of disease can affect neighbors as well as tenants and impose costs on public.</p>

<ul style="list-style-type: none"> • Proper drainage from apartment into sewer or septic system • Gutters and downspouts in good condition and draining properly 	disease.	
	Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of disease.	Increased risk of disease imposes costs on public.
	Improperly functioning gutters and downspouts can lead to ponding, flooding and infestation, as well as lead to roof and wall problems creating health and safety problems for tenants and neighbors.	Increased risk of health and safety problems can affect neighbors as well as tenants and impose costs on public.
5. Working and properly vented heating system	Lack of adequate heating facilities can lead to significant health and safety problems for tenants, including the use of alternative heating measures that lead to fire risk.	Can create health problems and increase fire risk both imposing costs on public.
6. Working and safe electrical system	Dangerous or inadequate electrical systems increase the risk of physical injury to residents and visitors and increase fire risk for the property and adjacent properties.	Can increase health problems and fire risk for residents and neighbors and impose costs on public.
7. Kitchen with operating stove, oven, refrigerator and sink	Lack of operating kitchen equipment can lead to use of undesirable and dangerous alternatives by tenants which increase risk of physical injury and risk of fire to property and adjacent properties.	Can increase health problems and fire risk for residents and neighbors and impose costs on public.
8. Roof free from leaks; if evidence of prior leaks is visible, documentation that repairs were made	Leaking roof can lead to significant health and safety problems for tenants.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public

		cost.
9. Absence of holes, breaks, rotting material or major cracks in walls or floors	Holes, breaks or major cracks in walls or floor can pose injury risks to tenants, particularly children, as well as indicate potential structural problems.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.
10. Soundness of exterior structural elements, including balconies, stairs and decks	Unsafe balconies, decks, stairs and visible joists can pose severe injury risks to tenants and visitors.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.
11. Absence of mold or mildew	Mold or mildew can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.
12. Absence of rats, mice, termites or bedbugs	Rats and other vermin can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-2256. - Prohibited conduct.

- (a) It shall be unlawful for any person or business entity to let to another for use or occupancy any residential rental property without a current and valid city-issued health safety inspection certificate of compliance. A valid city-issued health safety inspection certificate of compliance shall be required for each new tenancy in a residential rental property subsequent to June 1, 2018.
- (b) It shall be unlawful for any person or business entity to purchase any part of, or obtain fee simple interest in, any residential rental property without a current and valid city-issued health safety inspection certificate of compliance. It shall be the responsibility of the purchaser to have the residential rental property inspected by city prior to letting the residential rental property for occupancy.

- (c) After a health safety inspection has been conducted on residential rental property, it shall be unlawful for any person to occupy a residential rental property that does not have a current and valid city-issued health safety inspection certificate of compliance.
- (d) It is unlawful for any person to violate any provision of this chapter.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-22~~67~~. - Health safety inspection.

- (a) At each change in tenancy, a health safety inspection certificate of compliance must be obtained by every owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property. A change of tenant(s) requires all residential rental property be brought into compliance with City Code. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must be corrected, and the property re-inspected and approved prior to being let for occupancy. **If the residential rental property has been issued health and safety inspection certificate of compliance within the past six months at the time of a change in tenancy, the owner or agent or representative of the owner may request to waive the health and safety inspection. The City may accept or deny this request.**
- (b) Prior to a change in ownership of all residential rental structures or residential rental property, the prospective buyer must contact the health safety inspection officer to request a health safety inspection. A change of ownership requires all residential rental property be brought into compliance with City Code. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must be corrected, and the property re-inspected and approved prior to being let for occupancy.
- (c) Before any residential rental property can be let for occupancy, the owner or the agent or representative of the owner must submit the required application for a health safety inspection and pay a permit fee of \$25.00.
- (d) Before any residential rental property can be sold or transferred, the prospective buyer must contact the health safety inspection officer to request a health safety inspection, must submit the required application for a health safety inspection and pay a permit fee of \$25.00. The \$25.00 inspection fee shall be applicable to each rental unit.
- (e) The required permit fee of \$25.00 allows for the initial inspection and one follow-up inspection for each residential rental property that has failed the initial inspection. It shall be the owner and/or landlord, or the agent or representative of the owner and/or landlord's, responsibility to prove the follow-up inspection may be performed at no additional charge, and is part of the initial inspection.
- (f) The application and fee for the health safety inspection can be submitted to city as soon as a residential rental property is available for a new tenant.
- (g) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall make an appointment at city building and zoning department with the health safety inspection officer for an inspection of the residential rental property to determine compliance with City Code.
- (h) When the residential rental property inspection process is completed, the health safety inspection officer will notify the owner and/or landlord, or the agent or representative of the owner and/or landlord.
- (i) If the health safety inspection officer determines that the residential rental property that is the subject of the inspection complies with city code, a health safety inspection certificate of compliance will be issued from the city building and zoning department.
- (j) If, however, the residential rental property is not in compliance with City Code, it will not be approved for a health safety inspection certificate of compliance, and the owner and/or landlord, or the agent or representative of the owner and/or landlord, will receive a violation notice describing the violation(s) and the correction(s) to be made.

- (k) A health safety inspection certificate of compliance will remain valid until the sooner of any of the following occurs:
- (1) City revokes or suspends the health safety inspection certificate of compliance due to a violation of City Code related to the residential rental structure or residential rental property at issue;
 - (2) Change in tenancy at the residential rental property;
 - (3) Change in ownership of the residential rental property;
 - (4) The residential rental property is damaged or destroyed to the extent that it is no longer habitable.
- (l) At each change in ownership of residential rental property, a new health safety inspection certificate of compliance must be obtained, and health safety inspection certificates of compliance may not be transferred from the current owner to the prospective new owner.
- (m) A health safety inspection certificate of compliance may not be transferred from one residential rental property to another.
- (n) City may issue a temporary health safety inspection certificate of compliance when, in the opinion of the health safety inspection officer, none of the violations observed threaten life-safety or health. Temporary certificates shall expire no later than 60 days after issuance.
- (o) Where a temporary health safety inspection certificate of compliance has been issued, there will be no additional charge to the owner and/or landlord, or the agent or representative of the owner and/or landlord, for the follow-up inspection of the residential rental property. It shall be the owner and/or landlord, or the agent or representative of the owner and/or landlord's responsibility to prove the follow-up inspection is part of the temporary health safety inspection certificate of compliance and may be performed at no additional charge to the owner and/or landlord.
- (p) In the event an owner and/or landlord, or the agent or representative of the owner and/or landlord, or the tenant/occupant of a residential rental property refuses to allow the health safety inspection officer to inspect a residential rental property, schedule a time to inspect the residential rental property, or otherwise fails to comply with the City Code, city reserves all remedies to secure compliance with this section, including, without limitation, seeking a search warrant or suspending or revoking an owner and/or landlord, or the agent or representative of the owner and/or landlord's, health safety inspection certificate of compliance.
- (q) The health safety inspection officer shall complete as many re-inspections as are necessary to ensure that appropriate corrective action has been taken to bring the residential rental structure or residential rental property into compliance with City Code.
- (r) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall be charged \$25.00 for the initial inspection and one follow-up inspection of the residential rental property to ensure compliance with this section. After the initial inspection and follow-up inspection, the owner and/or landlord, or the agent or representative of the owner and/or landlord, shall be charged \$25.00 for each inspection deemed necessary by city to bring the residential rental property in compliance with City Code.
- (s) City reserves the right to refuse to continue to perform health safety inspections for any owner and/or landlord, or the agent or representative of the owner and/or landlord of residential rental property in city if the owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property has not paid for previous health safety inspections on any property owned in city.
- (t) On an annual basis, short-term rentals must obtain health and safety inspection certificate of compliance. The first health and safety inspection certificate of compliance shall be issued prior to the short-term rental being let for occupancy. Future inspections shall occur annually within 12 months of the prior issuance of a health safety inspection certificate of compliance.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-2278. - Same—Application.

- (a) Owner and/or landlord, or the agent or representative of the owner and/or landlord, shall complete a health safety inspection certificate of compliance application on a form provided by city and provide all other information requested by city. At a minimum, owner and/or landlord, or the agent or representative of the owner and/or landlord, shall provide the following information for each residential rental property:
 - (1) Owner and/or landlord's legal name, home and business address, home, business, and mobile telephone numbers, and e-mail address;
 - (2) Property agent or representative's legal name, business address, business and mobile telephone numbers, and e-mail address;
 - (3) The address of the residential rental property;
 - (4) The bathrooms and bedrooms in each residential rental property;
 - (5) The maximum occupancy of the residential rental property;
 - (6) The residential rental property's square footage; and
 - (7) Twenty-five-dollar fee for Health Safety Inspection.
- (b) Owner and/or landlord, or the agent or representative of the owner and/or landlord, shall submit a revised application to city within 45 days of any modifications to the information previously provided on the health safety inspection application.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-2289. - Appeals.

- (a) Any person receiving a violation notice pursuant to this section, any person denied a health safety inspection certificate of compliance, or any person whose health safety inspection certificate of compliance has been suspended or revoked shall have the right to appeal to the city building and zoning department.
- (b) Such an appeal shall be in writing and filed with the city building and zoning department within 14 days of the date of the health safety inspection officer's action. The appeal shall contain a complete statement of the reasons for the appeal, the specific facts supporting the appeal, and all evidence the appellant intends to rely on to support the appeal.
- (c) If no appeal is filed within 14 days of the date of the health safety inspection officer's action, and pursuant to the requirements of this section, the right to an appeal is waived.
- (d) The city manager or city manager's designee shall schedule a meeting to consider the appeal within 30 days of receiving the appeal. The city manager or city manager's designee may consider all facts, evidence, and testimony presented by the appellant and the health safety inspection officer, and all other information determined to be relevant to the appeal.
- (e) The city manager or city manager's designee shall send written notice of the decision to the owner within 30 days of hearing the appeal.
- (f) The residential rental property may not be let for occupancy, sold and/or transferred while any appeal is pending.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-2~~930~~ - Other inspections.

Nothing in this section shall restrict, limit, or alter city's authority to inspect any property or impose penalties for violations of the City Code.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-23~~01~~ - Penalty.

Any person violating this chapter shall be punishable as set forth in section 1-13 of City Code, or through any remedy available to city as stated herein, pursuant to city code, and/or according to Illinois law.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-23~~12~~ - Authority.

Including, but not limited to: See 65 ILCS 5/11-60-2; 65 ILCS 5/11-31-1; 65 ILCS 5/1-3-1; City Code; and Illinois Law.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Secs. 33-23~~23~~—33-260. - Reserved.

Clean Text

ARTICLE VII. - HEALTH SAFETY INSPECTION^[4]

Sec. 33-221. - Generally.

City has the authority to ensure the health, safety, general welfare and economic welfare of all city residents through city police powers and 65 ILCS 5/11-60-2, which states: "The corporate authorities of each municipality may define, prevent, and abate nuisances." In addition, city may demolish, repair, or enclose or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings within city and may remove or cause the removal of garbage, debris, and other hazardous, noxious, or unhealthy substances or materials from those buildings. See 65 ILCS 5/11-31-1 and 5/11-31-1.1. Further, city may adopt and enforce property maintenance standards and minimum quality standards for buildings and structures. See 65 ILCS 5/11-31-1 and 65 ILCS 5/1-3-1(b).

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-222. - Definitions.

Agent or representative of the owner and/or landlord, whether singular or plural, means any person who is an agent or representative of an owner and/or landlord of any residential rental structure or residential rental property within city.

Business entity, whether singular or plural, means LLC, corporation, partnership, sole proprietorship, or any other legally recognized business entity.

Code, whether singular or plural, means City of Highland, Illinois, Municipal Code.

Consideration, as used herein, means anything of value.

Health safety inspection, whether singular or plural, means an inspection conducted by a city employee(s), or independent contractor(s) hired by city, authorized by city to conduct health safety inspections. Health safety inspections shall be conducted to ensure the health, safety, general welfare, and economic welfare of all city residents by ensuring all residential rental properties comply with city Code and are not dangerous, unsafe, or nuisance properties. Health safety inspections may include, but are not be limited to: 1) Fire safety and other safety conditions; 2) Plumbing safety; 3) Drainage safety; 4) HVAC safety; 5) Electrical safety; 6) Kitchen safety; 7) Interior structural safety; 8) Exterior structural safety; 9) Air quality safety; and 10) Absence of rats, mice, termites, bedbugs, etc.

Health safety inspection certificate of compliance, whether singular or plural, means city certificate of compliance issued to owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property after a health safety inspection has been completed.

Health safety inspection officer, whether singular or plural, means city employee(s), or independent contractor(s) hired by City, authorized to conduct health safety inspections by city manager or city manager's designee.

Landlord, whether singular or plural, means the owner of property, such as residential rental property, that is leased or rented for some consideration to a tenant. Any person or business entity that owns and/or pays property taxes on any residential rental structure or residential rental property, who does not occupy that residential rental structure or residential rental property as a primary domicile, and allows any other person to reside in or occupy the residential rental structure or residential rental property, is a landlord for purposes of this chapter.

Let for occupancy, whether singular or plural, means to permit, provide or offer possession or occupancy of a residential rental structure or residential rental property to a person or business entity who is or who is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement, license, or similar instrument, or pursuant to a recorded or unrecorded agreement or contract of sale for the premises.

Owner, whether singular or plural, means any person or business entity who holds any ownership interest or fee simple ownership interest in any residential rental structure or residential rental property within city.

Rent, whether singular or plural, means any consideration given by a tenant to an owner and/or landlord, or the agent or representative of the owner and/or landlord, for the possession and/or use of a residential rental structure or residential rental property.

Residential rental structure or residential rental property, whether singular or plural, means any house, apartment, condominium, duplex, shed, garage, chicken coop, rooming house, dwelling, multi-use dwelling structure (excluding hotels and motels), mobile home, and/or any other structure, permanent or otherwise, located within city that the owner and/or landlord, or the agent or representative of the owner and/or landlord, thereof rents, either entirely or in part, to another person for occupancy as a residence.

Tenancy, whether singular or plural, means the term or duration a person or business entity occupies, leases, or rents residential rental property.

Tenant, whether singular or plural, means a person or business entity that occupies, leases, or rents residential rental property,

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-223. - Landlord obligation to register.

See City Code, chapter 33, article VI, landlord registration, incorporated by reference herein, and stated in pertinent part:

- (1) *Registration required.* It shall be unlawful for an owner of a residential rental structure (including short-term rentals) to rent that residential rental structure, either entirely or in part, to another person for occupancy as a residence, unless the owner shall have registered the residential rental structure with the city.
- (2) *Application.* The owner of a residential rental structure shall register the residential rental structure with the city by completing (on forms supplied by the city) a written application for registration, and filing the application for registration with the building and zoning department of the city. The application for registration shall state, concerning the residential rental structure:
 - a. Its address;
 - b. A description of the structure;
 - c. The number of rental units in the structure; and
 - d. The name, mailing address, and telephone number of each owner of the structure.

If an owner is a business entity that has its own separate legal existence, rather than a natural person, then the application shall provide the name, phone number and address of a natural person that is the controlling individual of that entity - in no event shall compliance consist of the name of another company or non-natural persons and the application for registration shall also state the name, mailing address, and telephone number of the person responsible for the maintenance of the residential rental structure.

- (3) *Duration of registration.* Registration shall be required only once for each residential rental structure unless:
 - a. All or part of the ownership of the residential rental structure changes; or
 - b. The number of rental units in the residential rental structure changes.

If either such change occurs, the then owners of the residential rental structure shall, within 45 days of the change, file a new application for registration with the building and zoning department of the city.

- (4) *Registration not assignable.* The registration of a residential rental structure is not assignable. If a residential rental structure is sold or the ownership of the complete fee simple interest in the residential rental structure otherwise changes, the new owner or owners thereof shall complete an application for registration concerning the residential rental structure and shall file the application for registration with the building and zoning department of the city.
- (5) *No fee.* No fee shall be charged by the city for the filing, by the owner or owners of a residential rental structure, of an application for registration.
- (6) *Penalty.* Failure to comply with the requirements of this article will result in a citation for a city ordinance violation and a notice to appear in court being issued. City ordinance violation fines range from \$50.00 to \$750.00 per day.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-224. - Nuisance conditions.

When a change in tenancy occurs at residential rental property, or when a change in ownership of residential rental property occurs, the health safety inspection officer will inspect all residential rental properties in accordance with the City Code. Some of the health and safety conditions that may be inspected during the process for issuing a health safety inspection certificate of compliance are listed below. The list below is not intended to be the final list of what may or may not be inspected by city as part of the health safety inspection. The health and safety conditions listed below are examples of what may be inspected as part of the city health safety inspection:

HEALTH AND SAFETY CONDITION	ESSENTIAL TO HEALTH AND SAFETY	PUBLIC NUISANCE
<p>1. Fire safety</p> <ul style="list-style-type: none"> • Smoke and CO detectors appropriately located and in good working order • Adequate means of egress 	<p>Lack of detectors and/or inadequate egress increases risk of fires and the risk of bodily harm resulting from fires. In addition to posing a risk to tenants, both increase risks for adjacent properties and impose fire service and health costs on the public.</p>	<p>Increased risk of fire on a property increases risks to adjacent properties and imposes fire service and health costs on the public.</p>
<p>2. Other safety conditions</p> <ul style="list-style-type: none"> • All doors to the exterior must close fully and have appropriate, well-functioning locking mechanisms • All hand or guard rails must be firmly fastened and capable of supporting reasonable loads • Sidewalks and walkways must be in reasonable repair 	<p>Improperly closing doors or malfunctioning locks can provide opportunities for burglary or trespassing with significant risk to tenants.</p>	<p>Increased risk of crime imposes police costs on the public.</p>
	<p>Insecure or inadequate guard rails can result in injury to tenants or visitors, particularly senior citizens or individuals with physical disabilities.</p>	<p>Increased risk of injury affects tenants, visitors and neighbors and imposes health and emergency service costs on the public.</p>
	<p>Holes, cracks and other deficiencies in sidewalks and walkways can lead to injury of tenants, visitors and passers-by.</p>	<p>Increased risk of injury affects tenants, visitors and neighbors and imposes health and emergency service costs on the public.</p>
<p>3. Plumbing</p> <ul style="list-style-type: none"> • Access to public water and sewer service; or, a well and/or septic system approved by the appropriate approval authority. • Complete bathroom, including sink with hot and cold running water, toilet and shower and/or bathtub in working order 	<p>Inadequate water service can lead to tenant health problems, while inadequate sewer service can affect health for both tenants and residents of nearby properties because of the potential spread of disease.</p>	<p>Inadequate water service can lead to resident health problems, while inadequate sewer service can affect health for both residents and nearby residents, in both cases imposing costs on the public.</p>
	<p>Lack of adequate, properly functioning and safe washing, bathing and toilet facilities can lead</p>	<p>Tenant health problems can impose costs of treatment on</p>

with all fixtures properly installed and no visible water hazards present.	to significant health problems for tenants.	the public.
<p>4. Drainage</p> <ul style="list-style-type: none"> • Properly operating drains in bathroom and kitchen • Proper drainage from apartment into sewer or septic system • Gutters and downspouts in good condition and draining properly 	Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of disease.	Increased risk of disease can affect neighbors as well as tenants and impose costs on public.
	Improperly functioning drains can lead to significant health problems for tenants, as well as for nearby residents through potential spread of disease.	Increased risk of disease imposes costs on public.
	Improperly functioning gutters and downspouts can lead to ponding, flooding and infestation, as well as lead to roof and wall problems creating health and safety problems for tenants and neighbors.	Increased risk of health and safety problems can affect neighbors as well as tenants and impose costs on public.
5. Working and properly vented heating system	Lack of adequate heating facilities can lead to significant health and safety problems for tenants, including the use of alternative heating measures that lead to fire risk.	Can create health problems and increase fire risk both imposing costs on public.
6. Working and safe electrical system	Dangerous or inadequate electrical systems increase the risk of physical injury to residents and visitors and increase fire risk for the property and adjacent properties.	Can increase health problems and fire risk for residents and neighbors and impose costs on public.
7. Kitchen with operating stove, oven, refrigerator and sink	Lack of operating kitchen equipment can lead to use of undesirable and dangerous alternatives by tenants which increase risk of physical injury and risk of fire to property and	Can increase health problems and fire risk for residents and neighbors and impose costs on public.

	adjacent properties.	
8. Roof free from leaks; if evidence of prior leaks is visible, documentation that repairs were made	Leaking roof can lead to significant health and safety problems for tenants.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.
9. Absence of holes, breaks, rotting material or major cracks in walls or floors	Holes, breaks or major cracks in walls or floor can pose injury risks to tenants, particularly children, as well as indicate potential structural problems.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.
10. Soundness of exterior structural elements, including balconies, stairs and decks	Unsafe balconies, decks, stairs and visible joists can pose severe injury risks to tenants and visitors.	Can lead to health problems for tenants imposing treatment costs on public, as well as increase risk of deterioration that may require corrective action at public cost.
11. Absence of mold or mildew	Mold or mildew can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.
12. Absence of rats, mice, termites or bedbugs	Rats and other vermin can lead to significant health and safety problems for tenants.	Can contribute to health problems for residents imposing public cost for treatment.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-225. - Prohibited conduct.

- (a) It shall be unlawful for any person or business entity to let to another for use or occupancy any residential rental property without a current and valid city-issued health safety inspection certificate of compliance. A valid city-issued health safety inspection certificate of compliance shall be required for each new tenancy in a residential rental property subsequent to June 1, 2018.
- (b) It shall be unlawful for any person or business entity to purchase any part of, or obtain fee simple interest in, any residential rental property without a current and valid city-issued health safety inspection certificate of compliance. It shall be the responsibility of the purchaser to have the residential rental property inspected by city prior to letting the residential rental property for occupancy.
- (c) After a health safety inspection has been conducted on residential rental property, it shall be unlawful for any person to occupy a residential rental property that does not have a current and valid city-issued health safety inspection certificate of compliance.
- (d) It is unlawful for any person to violate any provision of this chapter.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-226. - Health safety inspection.

- (a) At each change in tenancy, a health safety inspection certificate of compliance must be obtained by every owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property. A change of tenant(s) requires all residential rental property be brought into compliance with City Code. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must be corrected, and the property re-inspected and approved prior to being let for occupancy. If the residential rental property has been issued health and safety inspection certificate of compliance within the past six months at the time of a change in tenancy, the owner or agent or representative of the owner may request to waive the health and safety inspection. The City may accept or deny this request.
- (b) Prior to a change in ownership of all residential rental structures or residential rental property, the prospective buyer must contact the health safety inspection officer to request a health safety inspection. A change of ownership requires all residential rental property be brought into compliance with City Code. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must be corrected, and the property re-inspected and approved prior to being let for occupancy.
- (c) Before any residential rental property can be let for occupancy, the owner or the agent or representative of the owner must submit the required application for a health safety inspection and pay a permit fee of \$25.00.
- (d) Before any residential rental property can be sold or transferred, the prospective buyer must contact the health safety inspection officer to request a health safety inspection, must submit the required application for a health safety inspection and pay a permit fee of \$25.00. The \$25.00 inspection fee shall be applicable to each rental unit.
- (e) The required permit fee of \$25.00 allows for the initial inspection and one follow-up inspection for each residential rental property that has failed the initial inspection. It shall be the owner and/or landlord, or the agent or representative of the owner and/or landlord's, responsibility to prove the follow-up inspection may be performed at no additional charge, and is part of the initial inspection.
- (f) The application and fee for the health safety inspection can be submitted to city as soon as a residential rental property is available for a new tenant.
- (g) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall make an appointment at city building and zoning department with the health safety inspection officer for an inspection of the residential rental property to determine compliance with City Code.

- (h) When the residential rental property inspection process is completed, the health safety inspection officer will notify the owner and/or landlord, or the agent or representative of the owner and/or landlord.
- (i) If the health safety inspection officer determines that the residential rental property that is the subject of the inspection complies with city code, a health safety inspection certificate of compliance will be issued from the city building and zoning department.
- (j) If, however, the residential rental property is not in compliance with City Code, it will not be approved for a health safety inspection certificate of compliance, and the owner and/or landlord, or the agent or representative of the owner and/or landlord, will receive a violation notice describing the violation(s) and the correction(s) to be made.
- (k) A health safety inspection certificate of compliance will remain valid until the sooner of any of the following occurs:
 - (1) City revokes or suspends the health safety inspection certificate of compliance due to a violation of City Code related to the residential rental structure or residential rental property at issue;
 - (2) Change in tenancy at the residential rental property;
 - (3) Change in ownership of the residential rental property;
 - (4) The residential rental property is damaged or destroyed to the extent that it is no longer habitable.
- (l) At each change in ownership of residential rental property, a new health safety inspection certificate of compliance must be obtained, and health safety inspection certificates of compliance may not be transferred from the current owner to the prospective new owner.
- (m) A health safety inspection certificate of compliance may not be transferred from one residential rental property to another.
- (n) City may issue a temporary health safety inspection certificate of compliance when, in the opinion of the health safety inspection officer, none of the violations observed threaten life-safety or health. Temporary certificates shall expire no later than 60 days after issuance.
- (o) Where a temporary health safety inspection certificate of compliance has been issued, there will be no additional charge to the owner and/or landlord, or the agent or representative of the owner and/or landlord, for the follow-up inspection of the residential rental property. It shall be the owner and/or landlord, or the agent or representative of the owner and/or landlord's responsibility to prove the follow-up inspection is part of the temporary health safety inspection certificate of compliance and may be performed at no additional charge to the owner and/or landlord.
- (p) In the event an owner and/or landlord, or the agent or representative of the owner and/or landlord, or the tenant/occupant of a residential rental property refuses to allow the health safety inspection officer to inspect a residential rental property, schedule a time to inspect the residential rental property, or otherwise fails to comply with the City Code, city reserves all remedies to secure compliance with this section, including, without limitation, seeking a search warrant or suspending or revoking an owner and/or landlord, or the agent or representative of the owner and/or landlord's, health safety inspection certificate of compliance.
- (q) The health safety inspection officer shall complete as many re-inspections as are necessary to ensure that appropriate corrective action has been taken to bring the residential rental structure or residential rental property into compliance with City Code.
- (r) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall be charged \$25.00 for the initial inspection and one follow-up inspection of the residential rental property to ensure compliance with this section. After the initial inspection and follow-up inspection, the owner and/or landlord, or the agent or representative of the owner and/or landlord, shall be charged \$25.00 for each inspection deemed necessary by city to bring the residential rental property in compliance with City Code.

- (s) City reserves the right to refuse to continue to perform health safety inspections for any owner and/or landlord, or the agent or representative of the owner and/or landlord of residential rental property in city if the owner and/or landlord, or the agent or representative of the owner and/or landlord, of residential rental property has not paid for previous health safety inspections on any property owned in city.
- (t) On an annual basis, short-term rentals must obtain health and safety inspection certificate of compliance. The first health and safety inspection certificate of compliance shall be issued prior to the short-term rental being let for occupancy. Future inspections shall occur annually within 12 months of the prior issuance of a health safety inspection certificate of compliance.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-227. - Same—Application.

- (a) Owner and/or landlord, or the agent or representative of the owner and/or landlord, shall complete a health safety inspection certificate of compliance application on a form provided by city and provide all other information requested by city. At a minimum, owner and/or landlord, or the agent or representative of the owner and/or landlord, shall provide the following information for each residential rental property:
 - (1) Owner and/or landlord's legal name, home and business address, home, business, and mobile telephone numbers, and e-mail address;
 - (2) Property agent or representative's legal name, business address, business and mobile telephone numbers, and e-mail address;
 - (3) The address of the residential rental property;
 - (4) The bathrooms and bedrooms in each residential rental property;
 - (5) The maximum occupancy of the residential rental property;
 - (6) The residential rental property's square footage; and
 - (7) Twenty-five-dollar fee for Health Safety Inspection.
- (b) Owner and/or landlord, or the agent or representative of the owner and/or landlord, shall submit a revised application to city within 45 days of any modifications to the information previously provided on the health safety inspection application.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-228. - Appeals.

- (a) Any person receiving a violation notice pursuant to this section, any person denied a health safety inspection certificate of compliance, or any person whose health safety inspection certificate of compliance has been suspended or revoked shall have the right to appeal to the city building and zoning department.
- (b) Such an appeal shall be in writing and filed with the city building and zoning department within 14 days of the date of the health safety inspection officer's action. The appeal shall contain a complete statement of the reasons for the appeal, the specific facts supporting the appeal, and all evidence the appellant intends to rely on to support the appeal.
- (c) If no appeal is filed within 14 days of the date of the health safety inspection officer's action, and pursuant to the requirements of this section, the right to an appeal is waived.
- (d) The city manager or city manager's designee shall schedule a meeting to consider the appeal within 30 days of receiving the appeal. The city manager or city manager's designee may consider all facts,

evidence, and testimony presented by the appellant and the health safety inspection officer, and all other information determined to be relevant to the appeal.

- (e) The city manager or city manager's designee shall send written notice of the decision to the owner within 30 days of hearing the appeal.
- (f) The residential rental property may not be let for occupancy, sold and/or transferred while any appeal is pending.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-229. - Other inspections.

Nothing in this section shall restrict, limit, or alter city's authority to inspect any property or impose penalties for violations of the City Code.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-230. - Penalty.

Any person violating this chapter shall be punishable as set forth in section 1-13 of City Code, or through any remedy available to city as stated herein, pursuant to city code, and/or according to Illinois law.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Sec. 33-231. - Authority.

Including, but not limited to: See 65 ILCS 5/11-60-2; 65 ILCS 5/11-31-1; 65 ILCS 5/1-3-1; City Code; and Illinois Law.

(Ord. No. 2836, § 2, 3-19-18; Ord. No. 2854, § 2, 5-21-18)

Secs. 33-232—33-260. - Reserved.



City of Highland
Building and Zoning

October 20, 2020

To: Mark Latham, City Manager
From: Breann Speraneo, Director of Community Development
RE: Rental Program Ordinance Amendments

I recommend amending the rental program ordinance, which is Chapter 33, Article VII of the City of Highland's Municipal Code.

The rental program has been in full swing for over two years and it has been very successful. We hosted an informational meeting for landlords last year and asked for feedback on the rental program. After examining the rental program's current procedures and taking landlords' feedback into consideration, I propose the following amendments:

1. Remove the amnesty period for landlord registration
 - The amnesty period ended on June 1, 2018 and it is not in the City's best interest to renew it.
2. Include short-term rentals in the rental program
 - A recent zoning text amendment regarding short-term rentals addresses this, and it should also be reflected in the rental program ordinance. Landlords of short-term rentals are required to register as landlords and short-term rentals will be inspected annually.
3. Allow for the City to approve requests to waive the need for an inspection if the unit has passed an inspection within the past 6 months.
 - This was the top request we received from landlords. Some landlords have military families and other individuals that reside at a rental property for less than 6 months. They are currently required to have the unit inspected at the time of each tenant change. This would give the City the option to waive the need for more than one inspection in a 6-month period. The City can deny the request and inspect the property for any reason, such as the property having issues in the past.

CITY OF HIGHLAND

WARRANT # 1182

November 2, 2020

001	General Fund	\$	50,705.13
006	TIF #1	\$	400.00
007	Community Development	\$	604.53
008	Motor Fuel Tax Fund	\$	2,170.80
009	Parks & Recreation Fund	\$	102,439.38
050	Street Bond	\$	12,620.00
101	Electric Fund	\$	39,173.07
012	Business District A	\$	4,462.00
111	Fiber To The Premise Fund	\$	20,205.97
208	Water Alt Bond Int & Red	\$	-
201	Water Fund	\$	120,588.29
301	Sewer Fund	\$	407,616.61
401	Ambulance Fund	\$	910.36
713	Solid Waste Fund	\$	133,625.30
717	Cemetery Board of Managers	\$	4,560.00
309	2013 Sewer Bond Construction	\$	-
802	Payroll Account	\$	-
	TOTAL WARRANT	\$	900,081.44

CITY CLERK
November 2, 2020

MAYOR

Accounts Payable

Computer Check Proof List by Vendor

User: rdixon
 Printed: 10/30/2020 - 9:00AM
 Batch: 00016.10.2020

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 3938	Ace Hardware			Check Sequence: 1
4219	ACE HARDWARE MTN SUPPLIES	2.99	11/03/2020	001-011-5-450-00
4219	ACE HARDWARE MTN SUPPLIES	15.58	11/03/2020	009-009-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	77.29	11/03/2020	401-401-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	29.98	11/03/2020	401-401-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	8.99	11/03/2020	009-009-5-450-00
4219	ACE HARDWARE MTN SUPPLIES	33.97	11/03/2020	001-012-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	7.98	11/03/2020	201-203-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	4.99	11/03/2020	201-202-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	15.95	11/03/2020	201-202-5-450-00
4219	ACE HARDWARE MTN SUPPLIES	74.98	11/03/2020	009-009-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	67.58	11/03/2020	101-104-5-430-00
4219	ACE HARDWARE MTN SUPPLIES	23.88	11/03/2020	001-011-5-450-00
	Check Total:	364.16		
Vendor: 5654	ALBERS HEATING & AIR CONDITIONING, INC.			Check Sequence: 2
452	COMPLETE MONTHLY PREVENTIVE MTN OF HVAC SYSTEMS	108.00	11/03/2020	111-111-5-380-00
	Check Total:	108.00		
Vendor: 2069	Alert Electric, Inc.			Check Sequence: 3
2625	Install 20 amp. 240 . CKT new actuator	425.00	11/03/2020	201-202-5-390-00
	Check Total:	425.00		
Vendor: 60	Altec Industries Inc			Check Sequence: 4
3549439	Month 5 Rental of AT40-G	2,800.00	11/03/2020	101-104-5-340-00
	Check Total:	2,800.00		
Vendor: 5194	AMAZON CAPITAL SERVICES			Check Sequence: 5
435689877978	09-23-2020 - OtterBox, Symmetry Series, Screen Prot. for WTP	37.88	11/03/2020	001-000-0-157-00
436856999885	REPLACEMENT BATTERY FOR LAPTOP	43.97	11/03/2020	101-101-5-391-00
437464743365	EATON CUTLER HAMMER CIRCUIT BREAKER, THERMAL MAG- CAMERA PROJEC	133.28	11/03/2020	111-111-5-470-00
437973676449	LED FLOOD LIGHTS	255.02	11/03/2020	101-104-5-550-00
439573544986	EVIDENCE BOXES AND RESPIRATOR FOR DETS.	64.30	11/03/2020	001-012-5-420-00
444553558437	HEAVY DUTY OUTDOOR CONVEX SECURITY MIRROR	22.68	11/03/2020	401-401-5-430-00
444898669599	Supplies for Central Purchasing	33.40	11/03/2020	001-000-0-157-00
445645957845	1000LED LOW PROFILE MOUNTS	239.98	11/03/2020	101-104-5-550-00
447485963949	Supplies for Central Purchasing	3.40	11/03/2020	001-000-0-157-00
447895488746	09-23-2020 - E-Z Sealing Solution for City Hall	49.95	11/03/2020	001-000-0-157-00
449369346883	tv replacement cord	13.41	11/03/2020	009-009-5-430-00
453333368785	09-29-2020 Supplies for Central Purchasing	15.62	11/03/2020	001-000-0-157-00
455498797838	DOG REPELLANT SPRAY	48.28	11/03/2020	001-013-5-440-00
458379736756	BLACK DUAL ID BADGE HOLDER	69.99	11/03/2020	401-401-5-430-00
458443439798	200W LED PARKING LOT LIGHT	371.97	11/03/2020	101-104-5-550-00
475394634387	EVIDENCE BOXES AND RESPIRATOR FOR DETS.	149.49	11/03/2020	001-012-5-430-00
475664634566	LOREX 4K ULTRA HD INDOOR/OUTDOOR SECURITY SYSTEM CAMERAS	1,499.99	11/03/2020	111-111-5-530-00
486978997874	Supplies for Central Purchasing	53.89	11/03/2020	001-000-0-157-00
564433689695	09-15-2020 - Supplies for Central Purchasing	79.12	11/03/2020	001-000-0-157-00
588399565399	Supplies for WTP	7.98	11/03/2020	001-000-0-157-00
638659334549	SURVEILLANCE INTERNAL HARD DRIVE- CENTRAL RUBBER	338.60	11/03/2020	111-111-5-430-00
683944594968	9-30-2020 Utility Sink Faucet for WRF	56.99	11/03/2020	001-000-0-157-00
687378745347	Supplies for City Hall	64.89	11/03/2020	001-000-0-157-00
733968753667	WINDOW SCRUBBERS, FLOOR SQUEEGEES	70.71	11/03/2020	401-401-5-430-00
738776638746	09-30-2020 Supplies for City Hall	63.46	11/03/2020	001-000-0-157-00
843784366586	Supplies for City Hall	24.51	11/03/2020	001-000-0-157-00
855837373454	09-22-2020 Supplies for Central Purchasing	31.99	11/03/2020	001-000-0-157-00
878937665778	SERVICE PLAN GUARANTEE FOR FLOOR MATS	14.19	11/03/2020	009-016-5-390-65
886873775566	Supplies for Central Purchasing	37.65	11/03/2020	001-000-0-157-00
934644999473	DOG REPELLANT SPRAY	48.28	11/03/2020	101-102-5-440-00
954855954795	8 PORT GIGABIT POE SWITCH	119.98	11/03/2020	111-111-5-430-00
957985486633	KRC LAMINATOR	88.11	11/03/2020	009-009-5-430-00
983975889834	09-23-2020 Toner for City WTP	74.04	11/03/2020	001-000-0-157-00
998379666977	Supplies for City Hall	115.78	11/03/2020	001-000-0-157-00
	Check Total:	4,342.78		
Vendor: 4674	Ameren Illinois			Check Sequence: 6
13081-42014	telephone exp - EVERGREEN CT ST LITE	32.62	11/03/2020	101-104-5-330-00
1477059018	LIGHTING CHARGE	24.42	11/03/2020	101-104-5-330-00
5736662735 WTP	Utilities	70.55	11/03/2020	201-202-5-330-00
7516714005	GAS CHARGE	13.70	11/03/2020	001-013-5-330-00
7516714005	GAS CHARGE	13.69	11/03/2020	301-303-5-330-00
7516714005	GAS CHARGE	27.39	11/03/2020	101-101-5-330-00
7516714005	GAS CHARGE	13.69	11/03/2020	201-203-5-330-00
84072-38735	telephone exp	69.27	11/03/2020	009-016-5-330-00

	Check Total:		265.33		
Vendor: 3076	ANIXTER, INC.				Check Sequence: 7
4730663-00	10MAWGS250C Guy Strand	526.48		11/03/2020	101-104-5-430-00
4730663-00	E1021637 Helix Anchor	277.60		11/03/2020	101-104-5-430-00
4736321-00	480400 Tester Phase Aquence 3 phase	280.50		11/03/2020	101-104-5-470-00
	Check Total:		1,084.58		
Vendor: 2058	Aramark Uniform Services				Check Sequence: 8
316652357	SEPTEMBER RUG SERVICE	6.05		11/03/2020	101-101-5-390-00
316652358	SEPTEMBER UNIFORM AND RUG SERVICE	31.32		11/03/2020	101-102-5-390-00
316652359	SEPTEMBER RUG SERVICE	40.95		11/03/2020	111-111-5-390-00
316678725	SEPTEMBER RUG SERVICE	36.81		11/03/2020	101-101-5-390-00
316678726	SEPTEMBER UNIFORM AND RUG SERVICE	36.72		11/03/2020	101-102-5-390-00
316678734	SEPTEMBER RUG SERVICE	26.78		11/03/2020	001-012-5-390-00
316705035	SEPTEMBER RUG SERVICE	6.05		11/03/2020	101-101-5-390-00
316705036	SEPTEMBER UNIFORM AND RUG SERVICE	31.32		11/03/2020	101-102-5-390-00
316705037	SEPTEMBER RUG SERVICE	40.95		11/03/2020	111-111-5-390-00
316705044	SEPTEMBER RUG SERVICE	48.83		11/03/2020	001-011-5-390-00
316731223	SEPTEMBER RUG SERVICE	36.81		11/03/2020	101-101-5-390-00
316731224	SEPTEMBER UNIFORM AND RUG SERVICE	36.72		11/03/2020	101-102-5-390-00
316731232	SEPTEMBER RUG SERVICE	26.78		11/03/2020	001-012-5-390-00
316757373	SEPTEMBER RUG SERVICE	6.05		11/03/2020	101-101-5-390-00
316757374	SEPTEMBER UNIFORM AND RUG SERVICE	31.32		11/03/2020	101-102-5-390-00
316757375	SEPTEMBER RUG SERVICE	40.95		11/03/2020	111-111-5-390-00
	Check Total:		484.41		
Vendor: 5591	AssuredPartners Cornerstone LLC				Check Sequence: 9
43568	MONTHLY FSA PLAN ADMIN/DEBIT CARD FEE- SEPTEMBER	71.00		11/03/2020	001-011-5-390-00
	Check Total:		71.00		
Vendor: 5803	CHARLES J BECHERER				Check Sequence: 10
NOV22020	INTERIM CHIEF OF POLICE PER CONTRACT	5,000.00		11/03/2020	001-012-5-390-00
	Check Total:		5,000.00		
Vendor: 4552	Blue Cross & Blue Shield of IL 121				Check Sequence: 11
2020-02-03 0005	AMUBLANCE OVERPAYMENT- #2007200YKL00	77.46		11/03/2020	401-401-5-390-25
	Check Total:		77.46		
Vendor: 5601	Bluestone Safety Products				Check Sequence: 12
545	LOAD BEARING VEST	376.61		11/03/2020	001-012-5-440-00
545	FULL WRAP 3A BODY ARMOR	611.17		11/03/2020	001-012-5-440-00
545	LOAD BEARING VEST	916.02		11/03/2020	001-012-5-440-00
	Check Total:		1,903.80		
Vendor: 310	Bluff Equipment Inc				Check Sequence: 13
10301	parts for maint/repairs for lawn mower	173.54		11/03/2020	009-715-5-450-00
	Check Total:		173.54		
Vendor: 383	Breese Lawn & Garden				Check Sequence: 14
16964	maint/repairs/labor for polaris ranger 570	145.09		11/03/2020	009-016-5-360-00
	Check Total:		145.09		
Vendor: 5006	Brenntag Mid South Inc				Check Sequence: 15
BMS700946	Chlorine	480.00		11/03/2020	201-202-5-490-00
	Check Total:		480.00		
Vendor: 360	Broadway Battery & Tire				Check Sequence: 16
73144	REPAIR PARTS FOR MICROWAVE	85.54		11/03/2020	101-101-5-430-00
G132221	Trailer - S&A - Tire replacement	153.50		11/03/2020	001-017-5-360-00
G132308	LABOR TO PUT IN STEM AND VALVE STEM	13.67		11/03/2020	111-111-5-360-10
	Check Total:		252.71		
Vendor: 2048	BusComm Incorporated				Check Sequence: 17
130837	CONTRACT BASE RATE CHR9 FOR 12/30/20 TO 12/29/21 - LIBERTY LMR8	920.42		11/03/2020	001-011-5-360-00
	Check Total:		920.42		
Vendor: 4589	BUSINESS XPANSION JOURNAL				Check Sequence: 18
179	DIRECTORY LISTING- ONE YEAR- OCT/NOV2020	400.00		11/03/2020	007-007-5-390-33
	Check Total:		400.00		
Vendor: 20140	Coral Cantrell				Check Sequence: 19
787824	reimbursement for auto debit deductions after she cancelled ther	157.80		11/03/2020	009-009-4-347-21
	Check Total:		157.80		
Vendor: 20620	Capri Pools & Aquatics				Check Sequence: 20

2192	NON CHLORINE SHOCK	771.00	11/03/2020	009-009-5-450-00
	Check Total:	771.00		
Vendor: 5694 92979498	CHEMTRADE SOLUTIONS LLC HI 2662	8,748.00	11/03/2020	Check Sequence: 21 201-202-5-490-00
	Check Total:	8,748.00		
Vendor: 4981 0000004451	Christ Bros Inc EZ Street LEB	2,170.80	11/03/2020	Check Sequence: 22 008-008-5-430-00
	Check Total:	2,170.80		
Vendor: 456 009697-000 009697-000 009697-001 009697-004 009697-008 009697-009 009697-010 009697-027 009697-028	City Of Highland UTILITY CHARGE UTILITY CHARGE UTILITY CHARGE UTILITY CHARGE UTILITY CHARGE UTILITY CHARGE UTILITY CHARGE UTILITY CHARGE UTILITY CHARGE	301.40 703.25 48.19 1,264.14 9.55 98.48 2,718.29 9.55 15.00	11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020	Check Sequence: 23 001-013-5-330-00 101-101-5-330-00 101-102-5-330-00 101-102-5-330-00 101-102-5-330-00 101-102-5-330-00 101-102-5-330-00 101-102-5-330-00 101-102-5-330-00 101-102-5-330-00
	Check Total:	5,167.85		
Vendor: 451 010097-0011020 010097-0031020 010097-0041020 010097-0091020 010097-0131020	City Of Highland Electric utilities - KRC utilities - parks utilities - cemetery utilities - outdoor pool utilities - WCC	8,046.25 7,115.59 64.26 153.55 988.15	11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020	Check Sequence: 24 009-009-5-330-00 009-016-5-330-00 009-715-5-330-00 009-503-5-330-00 009-016-5-330-00
	Check Total:	16,367.80		
Vendor: 464 005784-000 005784-002 005784-003 006518-000 006518-002 006518-003 006518-005 006518-005 006518-006 006518-006 006518-007 006518-007 006518-022 006518-023 006518-024 006518-025 006518-026 006518-027 006518-028 006518-031 006518-032 006518-033 006518-035 006518-036 006518-037 006518-038 006519-000	City Utilities POLICE STATION UTILITIES RADIO TOWER UTILITIES RADIO SHED UTILITIES Utilities UTILITIES - CITY HALL	1,235.26 79.87 18.91 158.19 66.26 532.83 119.23 119.22 108.83 108.84 12.62 12.62 7,310.19 53.30 78.87 20.92 42.64 34.90 18.70 1,164.80 15,386.87 23.63 347.10 19.11 183.85 2,342.99 719.96	11/03/2020 11/03/2020	Check Sequence: 25 001-012-5-330-00 001-012-5-330-00 001-012-5-330-00 301-301-5-330-00 001-017-5-330-00 001-017-5-330-00 201-203-5-330-00 301-303-5-330-00 201-203-5-330-00 301-303-5-330-00 301-303-5-330-00 201-203-5-330-00 301-304-5-330-00 301-304-5-330-22 301-304-5-330-22 301-305-5-330-00 301-304-5-330-22 301-304-5-330-22 201-202-5-330-00 201-202-5-330-00 201-202-5-330-00 201-202-5-330-00 301-304-5-330-00 001-017-5-330-00 001-017-5-330-00 301-304-5-330-00 001-011-5-330-00
	Check Total:	30,320.51		
Vendor: 5491 1253	KIMBERLY A. COLE Contract	675.00	11/03/2020	Check Sequence: 26 301-305-5-230-00
	Check Total:	675.00		
Vendor: 2527 3018080 3018080 3018080 3018080 3018080 3018080 3018080 3018080 3018080	Constellation NewEnergy Gas Division, LLC GAS SERVICES GAS SERVICES GAS SERVICES GAS SERVICES GAS SERVICES GAS SERVICES GAS SERVICES GAS SERVICES GAS SERVICES	0.51 3.32 5.37 420.32 1.28 0.77 1.28 2.81	11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020	Check Sequence: 27 001-017-5-330-00 201-201-5-330-00 201-202-5-330-00 009-009-5-330-00 001-014-5-330-00 111-111-5-330-00 001-012-5-330-00 009-016-5-330-00
	Check Total:	435.66		
Vendor: 5050 800084995 800084995 800084995 800084995	DexYP MONTHLY PHONE LISTINGS MONTHLY PHONE LISTINGS MONTHLY PHONE LISTINGS MONTHLY PHONE LISTINGS	89.40 36.30 48.80 52.50	11/03/2020 11/03/2020 11/03/2020 11/03/2020	Check Sequence: 28 001-011-5-390-00 001-012-5-390-00 101-101-5-390-00 111-111-5-390-00

	Check Total:		227.00		
Vendor: 20045 10-27-2020 PW	Dr. Wood Trees & Landscape Sector 2 Tree Work, Street Tree Inventory, 1 Stump removal		4,250.00	11/03/2020	Check Sequence: 29 001-017-5-390-22
	Check Total:		4,250.00		
Vendor: 10058 32204	Drive Social Media SOCIAL MEDIA MONTHLY SERVICE		2,000.00	11/03/2020	Check Sequence: 30 111-111-5-390-33
	Check Total:		2,000.00		
Vendor: 679 31234	Essenpreis Plumbing & Htg winterized the conc stand & boys and girls restrooms at ODP		651.80	11/03/2020	Check Sequence: 31 009-503-5-390-00
	Check Total:		651.80		
Vendor: 8548 8145 8152	Everlasting Etch PLAQUE FOR MLATHAM RETIREMENT MEDALS FOR halloween run	95.00 67.50		11/03/2020 11/03/2020	Check Sequence: 32 001-011-5-390-00 009-016-5-430-00
	Check Total:		162.50		
Vendor: 2786 ILHIG79514	Fastenal PARTS		24.38	11/03/2020	Check Sequence: 33 101-104-5-430-00
	Check Total:		24.38		
Vendor: 745 S1229758.002 S1231501.002 S1231501.003	Fletcher Reinhardt Company MDE-46-N Shoe Deadend Iron #2-3/0 3512 Locknut 5/8" SJ-1A Cold Shrink Splice Jacket	441.45 280.00 446.40		11/03/2020 11/03/2020 11/03/2020	Check Sequence: 34 101-104-5-430-00 101-104-5-430-00 101-104-5-430-00
	Check Total:		1,167.85		
Vendor: 20702 S4215546.001	FROST Electric Supply timer switch -		73.87	11/03/2020	Check Sequence: 35 009-009-5-450-00
	Check Total:		73.87		
Vendor: 788 S4204472.003 S4214519.001	Frost Electric Supply Co B30PK Wood Pole Pipe Arm PVC COUPLING, STEEL LOCK NUT, BUSHING	182.25 185.81		11/03/2020 11/03/2020	Check Sequence: 36 101-104-5-430-00 101-104-5-430-00
	Check Total:		368.06		
Vendor: 5802 B-20-020096 B-20-020258 B-20-020270	MICHAEL FRUTIGER 125 Independence Dr-Electric Rough-in & Meter Base Inspections 271 Carter Ridge Dr-Electric Rough-in Inspection 80 Glory Dr - Final Electric Inspection	120.00 60.00 40.00		11/03/2020 11/03/2020 11/03/2020	Check Sequence: 37 001-013-5-390-81 001-013-5-390-81 001-013-5-390-81
	Check Total:		220.00		
Vendor: 5418 2020-1493	FSCI PLAN REVIEW FOR PUBLIC SAFETY BUILDING		4,462.00	11/03/2020	Check Sequence: 38 012-012-5-550-00
	Check Total:		4,462.00		
Vendor: 5806 INV09012020	GERALD A. ROTTMANN OR PATRICIA M. ROTTMANN PERMANENT WATER LINE EASEMENT PURCHASE AGREEMENT-13048TRESTLE R		3,036.31	11/03/2020	Check Sequence: 39 201-203-5-510-00
	Check Total:		3,036.31		
Vendor: 858 9317680503 9317691333 9317946435 9317960244	Graybar Riser Guard kit - Charles Industries 60 150' Corning toneable Optitap 150' Corning Aerial optitap 150' Corning Aerial optitap	458.64 2,782.12 2,337.13 337.35		11/03/2020 11/03/2020 11/03/2020 11/03/2020	Check Sequence: 40 111-111-5-530-00 111-111-5-530-00 111-111-5-530-00 111-111-5-530-00
	Check Total:		5,915.24		
Vendor: 4020 2020-2021	HEARTLANDS CONSERVANCY 2020-2021 COMMUNITY MEMBER PROGRAM		100.00	11/03/2020	Check Sequence: 41 007-007-5-390-33
	Check Total:		100.00		
Vendor: 1423 200-304045	Highland Communication Services HCS SERVICES - HACSM		51.95	11/03/2020	Check Sequence: 42 001-011-5-390-50
	Check Total:		51.95		
Vendor: 3199 331493	Home Nursery Inc silver lake entrance and replacement trees		639.00	11/03/2020	Check Sequence: 43 009-016-5-390-22
	Check Total:		639.00		
Vendor: 4484 570260	Itron Inc HARDWARE AND SOFTWARE MAINTENANCE		674.93	11/03/2020	Check Sequence: 44 201-201-5-360-00

570260	HARDWARE AND SOFTWARE MAINTENANCE	674.94	11/03/2020	101-101-5-360-00
	Check Total:	1,349.87		
Vendor: 3753	JANSEN CHEVROLET			Check Sequence: 45
8003715 W&S	Truck # 49 Inspection - Jul 10, 2020	17.50	11/03/2020	301-303-5-360-10
8003715 W&S	Truck # 49 Inspection - July 10, 2020	17.50	11/03/2020	201-203-5-360-10
8007292	TRUCK 30 INSPECTION	35.00	11/03/2020	101-104-5-360-10
	Check Total:	70.00		
Vendor: 5805	RICHARD A KAMPWERTH			Check Sequence: 46
INV09022020	PERMANENT WATER LINE EASEMENT PURCHASE AGREEMENT- TRESTLE RD	3,036.31	11/03/2020	201-203-5-510-00
	Check Total:	3,036.31		
Vendor: 20934	Tami Kampwerth			Check Sequence: 47
789167	covid refund	105.00	11/03/2020	009-009-4-347-78
	Check Total:	105.00		
Vendor: 2604	Knebel's Auto Body Inc			Check Sequence: 48
5113	2018 Ford Escape	665.60	11/03/2020	001-013-5-460-00
	Check Total:	665.60		
Vendor: 5044	Kone Inc			Check Sequence: 49
921322388	ELEVATOR MTN COVERAGE 6/1/20-5/31/21- CREDIT FOR MISSED MTN VISI	-243.21	11/03/2020	201-202-5-380-00
959576976	ELEVATOR MTN COVERAGE 6/1/20-5/31/21	1,006.92	11/03/2020	201-202-5-380-00
	Check Total:	763.71		
Vendor: 1206	Korte & Luitjohan Contr Inc			Check Sequence: 50
1	WATERMAIN IMPROVEMENT HIGHLAND IL	81,877.30	11/03/2020	201-203-5-540-00
	Check Total:	81,877.30		
Vendor: 1236	Langhauser Sheet Metal Co			Check Sequence: 51
110303	WTP- Install circuit breaker in air handler #11, 7 amp, breaker	605.00	11/03/2020	201-202-5-360-00
110345	Kooltronic Part - AC Unit for Vulliet LS	7,395.67	11/03/2020	301-304-5-360-00
	Check Total:	8,000.67		
Vendor: 24	Craig Loyet			Check Sequence: 52
B-19-190144	2935 Herzog Ln - Final Plumbing Inspection	225.00	11/03/2020	001-013-5-390-82
B-20-020291	216 Pine St - Plumbing Rough-in Inspection	25.00	11/03/2020	001-013-5-390-82
B-20-020291 1	216 Pine St - Underfloor Plumbing Inspection	25.00	11/03/2020	001-013-5-390-82
CADD-0920-0001	601 5th St - Underfloor Plumbing Insection	47.50	11/03/2020	001-013-5-390-82
	Check Total:	322.50		
Vendor: 4041	Luby Equipment Services			Check Sequence: 53
PSO037461-1	Parts	8.04	11/03/2020	301-303-5-450-00
PSO037461-1	Parts	8.05	11/03/2020	201-203-5-450-00
SWO015417-1	Repair Generator @ Booster Pump-Water pump, heater, belt,tension	1,712.10	11/03/2020	201-202-5-360-00
	Check Total:	1,728.19		
Vendor: 4699	Mastercard			Check Sequence: 54
002247	FLAKE MEAL ATLANTA, GA	5.56	11/03/2020	001-012-5-240-00
0507 LATHAM	CELL PHONE SERVICE FOR CITY MANAGER PHONE	142.40	11/03/2020	001-011-5-310-00
1093956	FLASHLIGHTS FOR B. MCCLENAHAN	71.88	11/03/2020	001-012-5-440-00
1257	REPAIRS TO CAMERA AND GRIMBAL ON DRONE	315.00	11/03/2020	101-101-5-360-00
1257	REPAIRS TO DRONE	529.06	11/03/2020	101-101-5-360-00
1257	INTERNATIONAL TXN FEE	2.84	11/03/2020	101-101-5-360-00
1257	INTERNATIONAL TXN FEE	4.76	11/03/2020	101-101-5-360-00
1257	LUNCH WITH DAVE SLOVER AND INTERVIEWEE	39.47	11/03/2020	101-101-5-390-00
1646 HEDIGER	IDC MEETING/LUNCHEON- JIMMY JOHNS	89.54	11/03/2020	007-007-5-390-00
1893 CITYUTIL	MASTERCARD CHARGE	8.52	11/03/2020	101-101-5-390-00
1893 CITYUTIL	SUMP PUMP FOR POWER PLANT BASEMENT- HARBOR FREIGHT TOOLS	204.84	11/03/2020	101-102-5-470-00
1893 CITYUTIL	LUNCHEON FOR APPA AWARENESS WEEK CELEBRATION- URBAN FARMHOUSE	237.28	11/03/2020	101-101-5-390-00
1893 CITYUTIL	BUG WRENCH 9/16 x 1/2- FARWEST LINE SPECIALTIES, LLC	67.22	11/03/2020	101-104-5-430-00
1893 CITYUTIL	AIR FRESHNERS FOR OFFICE- DOLLAR GENERAL	16.25	11/03/2020	101-101-5-410-00
1893 CITYUTIL	NATIONAL NOTARY ASSOCIATION- IL RENEW BASIC PKG	119.91	11/03/2020	101-101-5-390-00
1935 SLOVER	ANNUAL EMPLOYEE MEETING- BWILSON	31.34	11/03/2020	401-401-5-390-00
1935 SLOVER	STAFF APPRECIATION DAY LUNCHEON- CITY HALL- BROADWAY	128.42	11/03/2020	001-011-5-390-00
1943 HUBBARD	MONTHLY ZOOM MEETINGS 10/8/20-11/07/20	14.99	11/03/2020	007-007-5-390-00
2040MARK92020	Mark Rosen IPRA membership renewal fee	244.00	11/03/2020	009-016-5-390-00
2040MARK92020	1/2 month fee for the online reservation program for the KRC poo	65.00	11/03/2020	009-009-5-430-00
2040MARK92020	lifeguard recertification fees from american red cross	76.00	11/03/2020	009-009-5-240-00
2040MARK92020	film ribbon for the membership card printer at krc	169.22	11/03/2020	009-009-5-430-00
2040MARK92020	lifeguard recertification fees from american red cross	380.00	11/03/2020	009-009-5-240-00
2040MARK92020	lifeguard recertification fees from american red cross	570.00	11/03/2020	009-009-5-240-00
2040MARK92020	otter box cover for work cel phone mark rosen	97.49	11/03/2020	009-009-5-430-00
2040MARK92020	blender pitcher for the krc smoothies	110.32	11/03/2020	009-009-5-430-00
2644 SPERANEO	HP INK CARTRIDGES	253.85	11/03/2020	001-013-5-430-00
2644 SPERANEO	APA PROFESSIONAL MEMBERSHIP/ILLINOIS CHAPTER	99.00	11/03/2020	001-013-5-240-00
2644 SPERANEO	ZOOM MONTHLY MEETINGS 9/10/20-10/9/20	14.99	11/03/2020	001-013-5-430-00
2644 SPERANEO	TYLER MERCHANT SYSTEMS PAYMENT PROCESSOR	699.58	11/03/2020	001-013-5-470-00

2644 SPERANEO	ILCMA PROFESSIONAL DEVELOPMENT WEBINAR	15.00	11/03/2020	001-013-5-240-00
30504741	WORK BOOTS FOR D. SIRIANNI	161.00	11/03/2020	001-012-5-440-00
61 BOOTS	SHOES FOR C. SCHLARMANN	116.21	11/03/2020	001-012-5-440-00
7356 PUBSAFE	SUPPLIES FOR FIRE SAFETY- BRACELETS, PENCILS, STICKERS	1,007.54	11/03/2020	001-014-5-470-00
7356 PUBSAFE	BLS E CARDS (TRANSFER TO TRUSTEBERG & APEREZ)	150.00	11/03/2020	401-401-5-240-00
7356 PUBSAFE	HEARTCODE- ACLS- TY BARR	132.00	11/03/2020	401-401-5-240-00
7356 PUBSAFE	HOTEL STAY FOR LVON HATTEN- BASIC FIREFIGHTER COURSE	131.10	11/03/2020	001-014-5-240-00
7356 PUBSAFE	SUPPLIES FOR FIREHOUSE- LOWE'S	264.11	11/03/2020	001-014-5-430-00
7356 PUBSAFE	SUPPLIES FOR FIREHOUSE- HOME DEPOT	52.82	11/03/2020	001-014-5-430-00
7356 PUBSAFE	HOTEL STAY FOR LVON HATTEN- BASIC FIREFIGHTER COURSE 9/11 & 9/12	168.93	11/03/2020	001-014-5-240-00
7918NANCY92020	REFUND FOR STL BUDWEISER BREWERY YAH TRIP	-330.00	11/03/2020	009-016-5-390-66
7918NANCY92020	MASTERCARD CHARGE	6.63	11/03/2020	009-016-5-390-00
7918NANCY92020	square restroom deoderizers	111.93	11/03/2020	009-016-5-430-00
7918NANCY92020	PET WASTE ROLL BAGS FOR DOG PARK	163.32	11/03/2020	009-016-5-450-00
7918NANCY92020	lawn chemicals for park maint.	138.92	11/03/2020	009-016-5-490-00
9063 IMMING	SFP+, 1310nm, LR MMF 220m, 10G DDM, JUNIPER EX- SFP-10GE-LRM	173.53	11/03/2020	111-111-5-430-00
9063 IMMING	DYN STANDARD DNS RENEWAL (1 MONTH)	5.00	11/03/2020	001-011-5-391-00
9063 IMMING	FACEBOOK ADVERTISING	386.82	11/03/2020	111-111-5-390-33
9063 IMMING	ZOOM MONTHLY 10/21/2020- 11/20/2020	199.90	11/03/2020	001-011-5-390-00
9063 IMMING	DREAMSTIME.COM SUBSCRIPTION	25.00	11/03/2020	111-111-5-390-33
9063 IMMING	FUEL FOR CITY VEHICLE	38.77	11/03/2020	111-111-5-420-00
99168	FLAKE 2 NIGHT STAY IN ATLANTA, GA FOR CASE	306.48	11/03/2020	001-012-5-240-00
	Check Total:	8,233.74		
Vendor: 754	McGinley Inc			Check Sequence: 55
08565	Truck # 902- Lube, Oil, Filter Change, Inspection	86.83	11/03/2020	301-304-5-360-10
	Check Total:	86.83		
Vendor: 1097	Joette McNeilly			Check Sequence: 56
789178	reimbursement for cancelling trip due to covid	85.00	11/03/2020	009-016-4-371-66
	Check Total:	85.00		
Vendor: 2555	Mike A Maedge Trucking Inc			Check Sequence: 57
36499	Spread Slag Chips - Tic# 54607, 56061, 54729	2,137.50	11/03/2020	001-017-5-540-00
	Check Total:	2,137.50		
Vendor: 1435	Munie Trucking & Gravel			Check Sequence: 58
11050	delivery of dirt/rock for the pond/wetland	1,413.00	11/03/2020	009-016-5-390-00
	Check Total:	1,413.00		
Vendor: 1479	Navy Brand			Check Sequence: 59
68819	Big Red tubes	143.00	11/03/2020	201-203-5-430-00
68819	Big Red tubes	143.00	11/03/2020	301-303-5-430-00
	Check Total:	286.00		
Vendor: 1873	Northern Lights Display # 205			Check Sequence: 60
20-1159	PMEBE05L-NLD	6,905.00	11/03/2020	101-102-5-530-00
20-1159	PMECS05L-NLD	5,725.00	11/03/2020	101-102-5-530-00
20-1159	PMECC05L-NLD	5,725.00	11/03/2020	101-102-5-530-00
20-1159	PMETR05L-NLD	5,725.00	11/03/2020	101-102-5-530-00
	Check Total:	24,080.00		
Vendor: 1518	Nu Way Concrete Forms Troy LLC			Check Sequence: 61
1785287	Planer, Carbide Stars	153.00	11/03/2020	001-017-5-340-00
	Check Total:	153.00		
Vendor: 3903	O'Reilly Automotive Inc.			Check Sequence: 62
0985-182045	#28 DODGE RAM - OIL FILTER , OIL	31.09	11/03/2020	101-104-5-460-00
0985-182184	TRUCK # 37 HCS IRIIDIUM PLUG, IGN WIRE SET,AIR FILTER	123.10	11/03/2020	111-111-5-460-00
0985-182184	TRUCK # 41 ON CALL PICK UP - OIL FILTER, OIL	27.09	11/03/2020	101-104-5-460-00
0985-182233	2017 FORD EXPLORER - QTY 2 CAPSULE	8.52	11/03/2020	001-012-5-460-00
0985-182275	2008 CHEVROLET SILVERADO 1500 - BATTER	114.89	11/03/2020	111-111-5-460-00
0985-182305	#41 ON CALL PICK UP - QTY 12 -14OZ BRAKE CLN	46.62	11/03/2020	101-104-5-460-00
0985-182319	2015 Ford Explorer - PWA - Wiper Blades	27.35	11/03/2020	001-017-5-460-00
0985-182428	FUEL INJ CLN QTY 1	179.28	11/03/2020	101-102-5-470-00
0985-182429	PARTS FOR CLEANER - QTY 1 MIN SPIRITS	81.18	11/03/2020	101-104-5-460-00
0985-182924	2010 FORD -AIR FILTER,BRAKE ROTOR,BRAKE SHOES,WIPER BLADE,OIL	215.84	11/03/2020	111-111-5-460-00
0985-182965	2010 FORD - BRAKE SHOES RETURN QTY 1	-32.29	11/03/2020	111-111-5-460-00
0985-182979	MINUTE WELD	7.99	11/03/2020	101-104-5-460-00
0985-183339	2017 RAM - wiper blades	31.70	11/03/2020	001-013-5-460-00
0985-183712	2014 FORD EXPLORER WIPER BLADE	8.85	11/03/2020	001-012-5-460-00
0985-183717	oil filter for the jeep patriot	38.05	11/03/2020	009-016-5-460-00
	Check Total:	909.26		
Vendor: 2139	Oates Associates Inc			Check Sequence: 63
32949	BELLM ROAD ROW	200.00	11/03/2020	050-050-5-505-00
33106	CSXT RAILROAD CULVERT MODIFICATION CONSTRUCTION SERVICES	400.00	11/03/2020	006-006-5-550-00
33110	HEMLOCK TRAFFIC SIGNAL PLANS-CONSTRUCTION SERVICES	1,295.00	11/03/2020	050-050-5-505-00
33111	BROADWAY STREETScape PHASE 1 CONSTRUCTION SERVICES	3,270.00	11/03/2020	050-050-5-505-00
33115	BELLM AND IBERG ROAD ROW STUDY	4,800.00	11/03/2020	050-050-5-505-00

33117	BROADWAY STREETScape PHASE 2 ITEP APPLICATION	3,055.00	11/03/2020	050-050-5-505-00
	Check Total:	13,020.00		
Vendor: 20921 789350	Brian Orr cancelled YAH trip due to covid - jesse james	85.00	11/03/2020	Check Sequence: 64 009-016-4-371-66
	Check Total:	85.00		
Vendor: 4146 19437139 19437174 19437274	PDC Laboratories Inc Fluoride by probe Disinfectant/Disinfection Byproducts TOC & Field Alkalinity Pkg., Total Organic Carbon	18.00 400.00 80.00	11/03/2020 11/03/2020 11/03/2020	Check Sequence: 65 201-202-5-390-23 201-202-5-390-23 201-202-5-390-23
	Check Total:	498.00		
Vendor: 2474 15	Plocher Construction Company, Inc. HIGHLAND WATER RECLAMATION FACILITY IMPROVEMENTS	387,343.54	11/03/2020	Check Sequence: 66 301-304-5-550-00
	Check Total:	387,343.54		
Vendor: 5133 0177645	Pollardwater.com 4-1/2 Piezo Tube Diff Assy.	89.06	11/03/2020	Check Sequence: 67 201-203-5-450-00
	Check Total:	89.06		
Vendor: 1881 7053196-00 7082480-00 7082483-00	Power & Telephone OFS Fitel fuse splice on connectors All weather black vinyl tape 3/4" x 36' General CableCat6 gray -boxed 7133803	4,772.50 105.00 3,900.00	11/03/2020 11/03/2020 11/03/2020	Check Sequence: 68 111-111-5-530-00 111-111-5-470-00 111-111-5-530-00
	Check Total:	8,777.50		
Vendor: 2693 935508302077	Productivity Plus Account EXTRA KEYS FOR SKID STEER- MIDWEST TRACTOR SALES 66368B	20.36	11/03/2020	Check Sequence: 69 009-016-5-390-00
	Check Total:	20.36		
Vendor: 20789 02707708	Quench USA, Inc KRC water machine	55.00	11/03/2020	Check Sequence: 70 009-009-5-390-00
	Check Total:	55.00		
Vendor: 969 845275 845276 845387 845570 846092	Red E Mix LLC 4000 PSI O/S FLATWORK- CEMETERY ROAD PROJECT head stone repair concrete 3000 PSI Footing/Wall, Sm. Load Chg. - tic.# 60128431 concrete flatwork at silver lake park 4000 PSI O/S Flatwork - Small Load Chg. - Tic. # 60128673	4,560.00 506.00 345.00 570.00 353.00	11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020	Check Sequence: 71 717-717-5-550-00 009-715-5-430-00 001-017-5-470-00 009-016-5-450-00 001-017-5-540-00
	Check Total:	6,334.00		
Vendor: 1238 2119254 2119255 2119269	Reding Tire & Battery Inc CAR 7 AA SENSOR PLUS LABOR CAR 2 OIL,LUBE AND FILTER CAR 5 OIL,LUBE AND FILTER	55.22 29.45 29.45	11/03/2020 11/03/2020 11/03/2020	Check Sequence: 72 001-012-5-360-10 001-012-5-360-10 001-012-5-360-10
	Check Total:	114.12		
Vendor: 2224 270047 270047 270047 270047 270047 270047 270047 270726	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC. 2610 PLAZA DR RECYCLING SERVICES COMMERCIAL AND RESIDENTIAL TRASH SERVICES KRC RECYCLING SERVICES CITY HALL RECYCLING SERVICES PD RECYCLING SERVICES PW RECYCLING SERVICES TEMP DUMPSTER SERVICES 09/14/2020-10/09/2020	15.00 124,814.00 15.00 7.50 15.00 7.50 8,811.30	11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020 11/03/2020	Check Sequence: 73 001-013-5-390-00 713-713-5-390-00 009-009-5-390-00 001-011-5-390-00 001-012-5-390-00 301-301-5-390-00 713-713-5-390-00
	Check Total:	133,685.30		
Vendor: 1011 19207 19208	Ron Hunsche Excavating Inc silver lake park fish rearing pond and wetlands wetland overflow	63,173.00 12,700.00	11/03/2020 11/03/2020	Check Sequence: 74 009-016-5-550-00 009-016-5-550-00
	Check Total:	75,873.00		
Vendor: 1819 INV0273692 INV0273692 INV0273692	Rotolite Of St Louis Inc Plotter Ink Cartridges Plotter Ink Cartridges Plotter Ink Cartridges	171.95 171.95 171.96	11/03/2020 11/03/2020 11/03/2020	Check Sequence: 75 201-201-5-410-00 301-301-5-410-00 001-017-5-410-00
	Check Total:	515.86		
Vendor: 1832 4637	Safe Supply Company Inc Hydraulic Coupling for Jetter Hose.	15.38	11/03/2020	Check Sequence: 76 001-017-5-360-00
	Check Total:	15.38		
Vendor: 1884	Schulte Supply Inc			Check Sequence: 77

S1164647.001	3/4" Flare Copper x 3/4" Ball Valve	587.10	11/03/2020	201-203-5-430-00
S1165714.001	6" x 30" All Stainless Repair Clamp	435.28	11/03/2020	201-203-5-430-00
S1165783.001	6" x2 0" All Stainless Repair Clamp	323.16	11/03/2020	201-203-5-430-00
	Check Total:	1,345.54		
Vendor: 1587	Timothy Singler			Check Sequence: 78
B-19-190144	2935 Herzog Ln - Final Plumbing Inspection	225.00	11/03/2020	001-013-5-390-82
B-20-020291	216 Pine St - Plumbing Rough-in Inspection	25.00	11/03/2020	001-013-5-390-82
B-20-020291 1	216 Pine St - Underfloor Plumbing Inspection	25.00	11/03/2020	001-013-5-390-82
CADD-0920-0001	601 5th St - Underfloor Plumbing Inspection	47.50	11/03/2020	001-013-5-390-82
	Check Total:	322.50		
Vendor: 3408	Splash Splash Auto Bath LLC			Check Sequence: 79
46	POLICE DEPT CAR WASHES	193.75	11/03/2020	001-012-5-360-10
	Check Total:	193.75		
Vendor: 5731	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 80
TM INV-003280	UPGRADE WITH CUSTOM CODE DEVELOPMENT SERVICES	18,033.75	11/03/2020	001-011-5-530-00
	Check Total:	18,033.75		
Vendor: 20287	Scott A Stieb			Check Sequence: 81
I1000317	Halloween Run T-shirts	879.00	11/03/2020	009-016-5-430-00
	Check Total:	879.00		
Vendor: 5151	SUMNER ONE, INC.			Check Sequence: 82
2670876	COLOR OVERAGES	10.69	11/03/2020	101-101-5-340-00
2670876	COLOR OVERAGES	10.69	11/03/2020	001-013-5-340-00
	Check Total:	21.38		
Vendor: 2028	Teklab Inc			Check Sequence: 83
249743	Sludge Q 3 HWRP Sludge Sampling	498.86	11/03/2020	301-304-5-390-23
	Check Total:	498.86		
Vendor: 8493	Thole Fabrication & Welding Inc			Check Sequence: 84
12087	replace ball hitch on trailer	150.00	11/03/2020	009-016-5-390-00
	Check Total:	150.00		
Vendor: 5397	TIMES TRIBUNE			Check Sequence: 85
90009	CPZB 11/4 Meeting Notice	20.40	11/03/2020	001-013-5-390-00
	Check Total:	20.40		
Vendor: 2089	Tri Ford Inc			Check Sequence: 86
6200699/2	Truck # 606 - Oil & Filter change, Inspection	87.98	11/03/2020	001-017-5-360-10
	Check Total:	87.98		
Vendor: 5420	TRIPACK, INC.			Check Sequence: 87
348364	CENTRAL PURCHASING SUPPLIES	1,140.51	11/03/2020	001-000-0-157-00
348365	CENTRAL PURCHASING SUPPLIES	123.75	11/03/2020	001-000-0-157-00
	Check Total:	1,264.26		
Vendor: 315	TYLER TECHNOLOGIES INC			Check Sequence: 88
045-317662	ENERGOV IMPLEMENTATION 9-15,16,17 N. YOUNG	3,840.00	11/03/2020	001-012-5-390-50
045-317663	ENERGOV IMPLEMENTATION 9-23 N. YOUNG	640.00	11/03/2020	001-012-5-390-50
	Check Total:	4,480.00		
Vendor: 2041	United Health Care			Check Sequence: 89
2020-08-19 0006	AMBULANCE REFUND- REF# 14724164	18.46	11/03/2020	401-401-5-390-25
	Check Total:	18.46		
Vendor: 502	USA Blue Book			Check Sequence: 90
388065	Supplies	581.15	11/03/2020	301-304-5-430-00
	Check Total:	581.15		
Vendor: 5620	VALTEC HYDRAULICS, INC.			Check Sequence: 91
232739	GEAR PUMP	615.89	11/03/2020	101-104-5-450-00
	Check Total:	615.89		
Vendor: 2145	Wal Mart Community/GEMB			Check Sequence: 92
0444530	WALMART OPERATING SUPPLIES	25.88	11/03/2020	009-009-5-450-00
0444530	WALMART OPERATING SUPPLIES	45.03	11/03/2020	009-009-5-430-50
0444530	WALMART OPERATING SUPPLIES	123.67	11/03/2020	001-011-5-430-00
0444530	WALMART OPERATING SUPPLIES	113.01	11/03/2020	001-014-5-430-00
0444530	WALMART OPERATING SUPPLIES	369.29	11/03/2020	009-016-5-390-65
0444530	WALMART OPERATING SUPPLIES	45.47	11/03/2020	009-016-5-430-00

0444530	WALMART OPERATING SUPPLIES	19.88	11/03/2020	009-016-5-440-00
0444530	WALMART OPERATING SUPPLIES	124.22	11/03/2020	009-016-5-450-00
0444530	WALMART OPERATING SUPPLIES	4.15	11/03/2020	101-101-5-410-00
0444530	WALMART OPERATING SUPPLIES	17.94	11/03/2020	101-101-5-430-00
0444530	WALMART OPERATING SUPPLIES	46.57	11/03/2020	401-401-5-430-00
0444530	WALMART OPERATING SUPPLIES	9.40	11/03/2020	301-304-5-430-00
0444530	WALMART OPERATING SUPPLIES	34.70	11/03/2020	301-304-5-450-00
0444530	WALMART OPERATING SUPPLIES	183.88	11/03/2020	401-401-5-470-00
0444530	WALMART OPERATING SUPPLIES	32.31	11/03/2020	009-009-5-430-00

Check Total: 1,195.40

Vendor: 4979	Watts Copy Systems Inc.			Check Sequence: 93
1015291	COPIER LEASE/USAGE-LANA / TERI COPIER	77.93	11/03/2020	001-011-5-340-00
1015291	COPIER LEASE/USAGE-LANA / TERI COPIER	77.93	11/03/2020	111-111-5-340-00

Check Total: 155.86

Vendor: 2231	WM FINANCIAL STRATEGIES			Check Sequence: 94
202051	FINANCIAL ADVISORY SERVICES FOR CONTINUING DISCLOSURE	600.00	11/03/2020	001-011-5-390-00

Check Total: 600.00

Vendor: 4499	Zobrist Electric Inc			Check Sequence: 95
20099	material/labor install elec gates at rinderer park	425.00	11/03/2020	009-016-5-390-00

Check Total: 425.00

Grand Total: \$ 900,081.44