

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
CITY HALL, 1115 BROADWAY  
MONDAY, APRIL 19, 2021  
7:00 PM**

**This is an in person meeting however, due to COVID 19 anyone wishing to monitor the meeting via phone may do so by following the instructions on page 4 of this agenda.**

**CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:**

**MINUTES:**

**MOTION** – Approve Minutes of April 5, 2021 Regular Session (attached)

**SWEARING IN:** Mayor Hemann will swear-in new HPD Patrol Officer Megan Grotefendt.

**PUBLIC HEARING:**

This public hearing is to receive comments on final adoption of the Budget for the 2021-2022 Fiscal Year. Anyone wishing to comment on the proposed budget must contact Lana Hediger by calling 618-654-9892 extension 1481 prior to the close of the public hearing or submit an email comment prior to 7:00 PM to [lhediger@highlandil.gov](mailto:lhediger@highlandil.gov).

**PROCLAMATION:**

Mayor Hemann will read a document proclaiming Saturday, April 30, 2021 Arbor Day in Highland.

**PUBLIC FORUM:**

A. Citizens' Requests and Comments:

1. Highland Primary Second Grade Visits the Square –Angie Smart and Donna Plocher, Representatives, Special Event Application (attached)
2. Highland Music School String Recital and Instrument Petting Zoo – Donna Plocher, Representative, Special Event Application (attached)

**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:

**NEW BUSINESS:**

A. **MOTION** – Approve Mayor's Reappointment of Darren Twyford to the Police Pension Board (attached)

B. **MOTION** – Bill #21-45/ORDINANCE Amending Fiscal Year 2020-2021 Budget (attached)

**Continued**

- C. **MOTION** – Bill #21-46/ORDINANCE Adopting the Financial Budget of the City for the Fiscal Year Beginning May 1, 2021, and Ending April 30, 2022, and Authorizing the Expenditures Therein Contained (attached)
- D. **MOTION** – Bill #21-47/RESOLUTION Accepting a Proposal for Underwriting; Selecting an Underwriter in Connection with the Proposed Issuance by the City of its General Obligation Sewerage System Refunding Bonds (Alternate Revenue Source), Series 2021; and Acknowledging Certain Disclosures Pursuant to MSRB Rule G-17.
- E. **MOTION** – Bill #21-48/ORDINANCE Amending Chapter 78 – Utilities, Article II – Electric Service Regulations, Division 3 – Billing and Rates, Section 78-56 – Streetlights and Dusk-to-Dawn Rental Lights, and Section 78-112 – Schedule of Electric Rates, of the Highland Municipal Code, to Adjust the Electric Rates Charged by the Department of Light & Power (attached)
- F. **MOTION** – Bill #21-49/ORDINANCE Authorizing TJO Holdings, LLC to Sublet City’s Property to the Saint Louis Brewery LLC According to an Existing Lease, and Granting a Right of First Option to Saint Louis Brewery LLC to Lease City’s Property (attached)
- G. **MOTION** – Bill #21-50/RESOLUTION Approving Preliminary Plat for Plaza Park at 911 Main Street and 913 Main Street (attached)
- H. **MOTION** – Bill #21-51/RESOLUTION Approving the Final Plat of Plaza Park at 911 Main Street and 913 Main Street (attached)
- I. **MOTION** – Bill #21-52/ORDINANCE Amending the Code of Ordinances, Chapter 90, Article III, Districts & Zoning Map, 90-201, Table 3.1.A to Correct a Scrivener’s Error (attached)
- J. **MOTION** – Bill #21-53/ORDINANCE Approving and Authorizing the City Manager to Execute a Development Agreement for a Project in TIF Number 1 Project Area with Trouw Nutrition USA, LLC, and Other Actions Related (attached)
- K. **MOTION** – Bill #21-54/ORDINANCE Approving and Authorizing the City Manager to Execute an Economic Development Agreement Pursuant to 65 ILCS 5/8-1-2.5, with Trouw Nutrition USA, LLC, and other Actions Related (attached)
- L. **MOTION** – Bill #21-55/RESOLUTION Authorizing and Directing Application to the 2020 Transportation Alternatives Program for Funding Assistance to Improve Matter Drive and Executive Drive in Highland, Illinois to Accommodate Heavy Equipment and Tractor-Trailer Traffic (attached)

- M. **MOTION** – Bill #21-56/ORDINANCE Authorizing “Business District A” Commercial Building Facade Improvement Program (attached)
- N. **MOTION** – Bill #21-57/ORDINANCE Amending Chapter 78, Article VII, Section 78-732, of the Code of Ordinances, Entitled Schedule of FTTP Rates and Charges, Specifically Rates for Video Services (attached)
- O. **MOTION** – Bill #21-58/RESOLUTION Making Separate Statement of Findings of Fact in Connection with Ordinance Granting Special Use Permit for Short-Term Rental within the R-1-D Zoning District
- P. **MOTION** – Bill #21-59/ORDINANCE Granting a Special Use Permit to Miles Maggio, on Behalf of Marge Donnelly, to Allow a Short-Term Rental within the R-1-D Zoning District at 1320 Zschokke (attached)

**REPORTS:**

- A. MOTION – Approve Warrant #1193 (attached)

**EXECUTIVE SESSION:**

The City Council will conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following OMA exemption(s) allowing the meeting: **5 ILCS 120/2(c)(1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees.**

**ADJOURNMENT:**

**PLEASE SEE THE FOLLOWING PAGE FOR INSTRUCTIONS  
FOR MONITORING AND PARTICIPATING IN THIS PUBLIC MEETING**

**BE ADVISED this is a public meeting conducted in accordance with Illinois state law and may be recorded for audio and video content. City reserves the right to broadcast or re-broadcast the content of this meeting at City's sole discretion. City is not responsible for the content, video quality, or audio quality of any City meeting broadcast or re-broadcast.**

**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 #: 867900**

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 attend the meeting in-person, or may submit their questions/comments in advance via email to [lhediger@highlandil.gov](mailto: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](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**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**WHEREAS**, 2021 is the 149<sup>th</sup> anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I**, Kevin B. Hemann, Mayor of the City of Highland, Illinois, do hereby proclaim Friday, April 30<sup>th</sup> as

# Arbor Day

in the City of Highland, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Highland to be affixed this 30<sup>th</sup> day of April, 2021.

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Kevin B. Hemann, Mayor

## CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Highland Music School String Recital and Instrument Petting Zoo

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

Location of Event: The Highland Square

Sponsoring Organization/Individual: Highland Music School and Louis Latzer Memorial Public  
Library

Event Responsible Party: Donna Plocher  
Address: Latzer Memorial Public Library  
Phone(s): 618-5066, Ext. 3  
Email: dplocher@highlandillibrary.org

Secondary Contact: Angela Kim

Address: 1001 9th St, Highland, IL Louis Latzer Memorial Library 618-654-5066  
akim@highlandillibrary.org

Date(s) of Set-up: Thursday, May 27, 2021

Event Date(s) / Times:  
5:30 p.m.-7:30 p.m. On Thursday, May 27,  
2021 \_\_\_\_\_

Date(s) of Tear-down: Thursday, May 27, 2021

Expected Attendance: 50 people

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

Sound Amplification System utilized: XXXYes \_\_\_ No  
If yes, hours of operation: 6:00-7:30 p.m.

Funding request of the Council: \_\_\_ Yes XXX 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:** \_\_\_\_\_  
\_\_\_\_\_ NA \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Electric Dept:** Electrical Service, Lighting (Specify): **Electric Dept. Director:** \_\_\_\_\_  
\_\_\_\_\_ NA \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Public Safety:** Security, First Aid, Traffic Control (Specify): **Public Safety Director:** \_\_\_\_\_  
\_\_\_\_\_ NA \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HCS Services:** Wi-Fi or other technological needs (Specify): **HCS Director:** \_\_\_\_\_  
\_\_\_\_\_ We would like to use the sound system on the band  
stand. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other City Services:** Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):  
**Department:** restrooms  
\_\_\_\_\_  
\_\_\_\_\_

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## 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: April 6, 2021**
  
- Application Submittal (60+ days) \_\_\_\_\_

Page 3 of 4

Event Sponsor Responsible Party Date City Manager Date



CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Highland Primary 2<sup>nd</sup> Grade Visits the <sup>Highland</sup> Square

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): Storywalk with Latzer Library around the Square

Location of Event: The Highland Square

Sponsoring Organization/Individual: Highland Primary 2<sup>nd</sup> Grade Partnering with Latzer Library

Event Responsible Party: Angie Smart School Rep  
Address: Highland Primary, 400 Broadway, Highland, IL  
Phone(s): (618) 654-2167  
Email: asmart@highlandcusd5.org

Secondary Contact: Donna Plocher, Latzer Library Rep. <sup>For Story</sup> Walk  
Address: Latzer Library, 1001 9<sup>th</sup> St, Highland, IL  
Phone(s): (618) 654-5066  
Email: dplocher@highlandilllibrary.org

Date(s) of Set-up: setting up each morning @ 7 a.m.

Event Date(s) / Times: Thurs, April 22, 2021 and Friday, April 23, 2021  
8 a.m. - 4 p.m.

Date(s) of Tear-down: \_\_\_\_\_

Expected Attendance: 175 2<sup>nd</sup> graders (in staggered shifts & 25ish)

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

N.A.

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

N.A.

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

N.A.

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

N.A.

**Other City Services:** Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):  
**Department:** \_\_\_\_\_

(X) Please have restrooms available for children.

### **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 \_\_\_\_\_

o **Date:** \_\_\_\_\_

Application Submittal (60+ days) \_\_\_\_\_

Donna J. Blocher  
Event Sponsor Responsible Party

4-12-2021  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

**MEMO TO:** City Council Members  
**FROM:** Mayor Kevin B. Hemann  
**SUBJECT:** Reappointment to Police Pension Board  
**DATE:** April 15, 2021

Darren Twyford's term on the Police Pension Board ends on May 1, 2021. Darren has agreed to serve another two-year term. I am, therefore, asking that you approve the appointment of Darren Twyford. If reappointed, his new term will end May 1, 2023.

If you have any questions regarding this reappointment, please contact me.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING THE FINANCIAL BUDGET OF THE CITY OF  
HIGHLAND, ILLINOIS FOR THE FISCAL YEAR BEGINNING  
MAY 1, 2021 AND ENDING APRIL 30, 2022  
AND AUTHORIZING THE EXPENDITURES THEREIN CONTAINED**

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND,  
ILLINOIS AS FOLLOWS:

**SECTION 1.** That the proposed budget of the City of Highland, Illinois, has been carefully considered, discussed at previous meetings and given public hearings, where it was shown that the anticipated revenue from all sources is reasonably expected to be \$55,436,176 total amount available, including previous balance, anticipated at \$98,993,368 wherein the planned expenditures are set at a total of \$59,416,496 for all departments, said budget is hereby adopted by the City Council of the City of Highland, Illinois.

**SECTION 2.** That the funds and revenues of the City of Highland, Illinois, for the fiscal year May 1, 2021 to April 30, 2022, both inclusive, are hereby allocated and appropriated in the amount of \$59,416,496 as set forth in the adopted budget to maintain and operate the City Government at its various functions and services in said City, as authorized by the laws of the State of Illinois and the Ordinances of the City of Highland, Illinois.

**SECTION 3.** That the supporting details on which revenues, allocations, appropriations and proposed expenditures are based are included in the budget filed in

the Office of the City Clerk of the City, as adopted this date.

**SECTION 4.** That any appropriation not necessary for the use for which it was originally allocated and appropriated, may be used to defray expenditures for items within the fund to which it properly belongs, with approval of the City Council.

**SECTION 5.** That if a particular fund or item of any particular fund set forth in this ordinance be found invalid, it will not invalidate any other fund or any item or items of such particular fund heretofore set out.

**SECTION 6.** That this Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect the 1st day of May 2021.

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 the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes and entered upon the legislative records as

AYES:

NOES:

Attest:

\_\_\_\_\_  
Barbara Bellm, City Clerk of the City of Highland  
Madison County, Illinois

Prepared by and return to:

City of Highland  
PO Box 218  
Highland, IL 62249

CLERK CERTIFICATE

STATE OF ILLINOIS        )  
  )  SS  
COUNTY OF MADISON    )

The undersigned, Barbara Bellm, being the duly elected and serving City Clerk of the City of Highland, Madison County, Illinois, hereby and herewith certifies that the foregoing constitutes a full, true and complete copy of Ordinance No. \_\_\_\_\_.

Said Ordinance was adopted by the City Council of the City of Highland on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City,

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

(Seal)

BUDGET AMENDMENTS - APRIL 2021						Exhibit "A"
Account Number	Fund	Line Description	Budget was	Change	New Budget	Description
006-006-5-505-00	Tif #1	Engineering for Capital	-	5,000.00	5,000.00	Culvert Modification Project
006-006-5-550-00	Tif #1	Other Capital Improvements	300,000.00	40,000.00	340,000.00	Culvert Modification Project and Gas Line Relocation 190 Woodcrest
008-008-5-540-00	Motor Fuel Tax	Roads Etc, New/Repl	300,000.00	(300,000.00)	-	Sidewalk Improvements carryover to next budget year
009-503-5-390-00	Recreation Fund Swimming Pool	Other Contractual Services	15,000.00	15,000.00	30,000.00	Outdoor pool facility study
012-012-5-550-00	Business District A	Other Capital Improvements	5,115,000.00	650,000.00	5,765,000.00	Additional Public Safety Facility Construction costs
101-101-5-220-00	Electric Administration	Legal/Attorney Fees	20,000.00	(13,000.00)	7,000.00	Less than expected legal activity
101-101-5-230-00	Electric Administration	Engineering/Consulting	35,000.00	(30,000.00)	5,000.00	Less than expected engineering needs
101-101-5-240-00	Electric Administration	Training and Travel	15,000.00	(13,000.00)	2,000.00	Covid precluded normal travel and training
101-102-5-470-00	Electric Production	Minor Equipment	15,000.00	(3,000.00)	12,000.00	Less than expected equipment needs and lower cost for headset purchase
101-102-5-490-00	Electric Production	Generat. Fuel/Chemical Sup	40,000.00	55,000.00	95,000.00	Emergency generation due to cold snap. Most reimbursed on IMEA invoice
101-102-5-520-00	Electric Production	Buildings and Structures	60,000.00	(25,000.00)	35,000.00	Cost of repairs lower than expected
101-104-5-240-00	Electric Distribution	Training and Travel	40,000.00	(25,000.00)	15,000.00	Covid precluded normal travel and training
101-104-5-390-00	Electric Distribution	Other Contractual Services	60,000.00	(35,000.00)	25,000.00	Didn't do much contract work due to Covid
101-104-5-420-00	Electric Distribution	Fuels for Vehicles/Equip	25,000.00	(8,000.00)	17,000.00	Covid modified schedules and lower gas prices
101-104-5-430-00	Electric Distribution	Operating Supplies	120,000.00	30,000.00	150,000.00	Unanticipated Flax Meadows, Highland Villas and Michaels Farm
101-104-5-505-00	Electric Distribution	Engineering for Capital	15,000.00	27,000.00	42,000.00	Carryover of installation of Northtown and Westside Substation Transformer work
101-104-5-510-00	Electric Distribution	Land	98,564.00	(98,564.00)	-	Grandview Farms option to be paid in one lump sum
101-104-5-530-00	Electric Distribution	Equipment	140,000.00	22,500.00	162,500.00	Carryover of Bucket Truck offset for reduction for Thumper and Broadway lighting
101-104-5-530-60	Electric Distribution	Meters	200,000.00	(20,000.00)	180,000.00	Bought less meters than anticipated
101-104-5-540-10	Electric Distribution	Electric Poles	75,000.00	(18,000.00)	57,000.00	Bought less poles than anticipated
101-104-5-540-20	Electric Distribution	Electric Transformers	100,000.00	40,000.00	140,000.00	Unanticipated Flax Meadows, Highland Villas and several businesses
101-104-5-540-30	Electric Distribution	Electric Cable	50,000.00	25,000.00	75,000.00	Didn't anticipate building boom and Michaels farm extension
101-104-5-550-00	Electric Distribution	Other Capital Improvements	35,000.00	600,000.00	635,000.00	Carryover of Northtown and Eastside Substation Transformer work
201-203-5-540-00	Water Distribution	Lines Etc New/Repl	620,000.00	(250,000.00)	370,000.00	Carryover remaining Keeven water line work to next year
301-303-5-505-00	Sewer Distribution	Engineering for Capital	80,000.00	(50,000.00)	30,000.00	Trunk Main Work carryover to next year
301-303-5-540-00	Sewer Distribution	Lines Etc New/Repl	528,000.00	(500,000.00)	28,000.00	CIPP work carryover to next year
301-304-5-530-00	Sewer Water Reclamation Facility	Equipment	160,000.00	(100,000.00)	60,000.00	Bobcat Skid loader not purchased/will now be leased
301-304-5-550-00	Sewer Water Reclamation Facility	Other Capital Improvements	3,000,000.00	400,000.00	3,400,000.00	Additional Water Reclamation Facility Construction costs
308-308-5-610-00	WRF Loan Repayment Fund	Principal Payments	-	177,000.00	177,000.00	Initial IEPA loan payment paid this fiscal year
308-308-5-620-00	WRF Loan Repayment Fund	Interest Payments	-	56,000.00	56,000.00	Initial IEPA loan payment paid this fiscal year
702-702-5-150-00	Police Pension Fund	Benefit Police Pension	857,000.00	70,000.00	927,000.00	Additional payment based on payment dates and fiscal year
704-704-5-140-00	IMRF and Social Security	Benefit Social Security	450,000.00	30,000.00	480,000.00	Based on salaries paid and retirement payouts
704-704-5-150-00	IMRF and Social Security	Benefit IMRF	435,000.00	20,000.00	455,000.00	Based on salaries paid and retirement payouts
713-713-5-390-00	Solid Waste Fund	Other Contractual Services	1,525,000.00	75,000.00	1,600,000.00	Increase in contractual costs
713-713-5-470-00	Solid Waste Fund	Minor Equipment	7,500.00	10,000.00	17,500.00	Additional replacement dumpsters and for new service locations





# City of Highland

## Finance Department

MEMO TO: Chris Conrad, Interim City Manager  
FROM: Kelly Korte, Director of Finance  
SUBJECT: Budget Amendments  
DATE: April 14, 2021

I have prepared an ordinance for the upcoming agenda on April 19, 2021 that proposes budget amendments for the budget year ending April 30, 2021 for various reasons. An explanation is listed for each amendment. If you should need further clarification for yourself or the City Council, please don't hesitate to ask.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE 3014 OF THE CITY OF HIGHLAND, ILLINOIS, PASSED ON APRIL 20, 2020, ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR 2020-2021**

WHEREAS, on the 20th day of April, 2020 the City Council of the City of Highland Madison County, Illinois adopted an ordinance entitled:

"AN ORDINANCE ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2021 AND AUTHORIZING THE EXPENDITURES THEREIN CONTAINED"

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6 the annual City budget may be revised by 2/3 vote of the City Council;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS AS FOLLOWS:

That the budget amendment identified by reference to the attached Exhibit "A" shall be and constitute amendments to the Budget referenced above by the budget changes as set forth in the attached Exhibit "A".

That this Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect after its adoption, as provided by law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

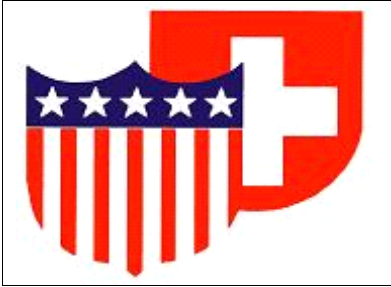
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Kevin B. Hemann, Mayor  
City of Highland,  
Madison County, Illinois

ATTEST:

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



# City of Highland

## Finance Department

MEMO FROM: Kelly Korte, Director of Finance  
MEMO TO: Chris Conrad, Interim City Manager  
SUBJECT: Budget – Final Steps  
DATE: April 13, 2021

We are finalizing the budget. Calendar-wise, there are a few steps that need to be taken before May 1<sup>st</sup>. See schedule below:

	<u>Council Meeting -</u>
Apr 19th	Public hearing on tentative budget. (Before the final budget approval.)
Apr 19th	City Council adopts a Budget Ordinance (after the public hearing). (Budget must be adopted before May 1st.)
	Within 30 days after adoption of budget, the City must file certified copy of the budget with the County Clerk along with the Certificate of Publication for the public hearing notice (from the newspaper).

## RESOLUTION \_\_\_\_\_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS ACCEPTING A PROPOSAL FOR UNDERWRITING; SELECTING AN UNDERWRITER IN CONNECTION WITH THE PROPOSED ISSUANCE BY THE CITY OF ITS GENERAL OBLIGATION SEWERAGE SYSTEM REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2021; AND ACKNOWLEDGING CERTAIN DISCLOSURES PURSUANT TO MSRB RULE G-17.**

**WHEREAS**, the City of Highland, Illinois (the “City”) previously issued its General Obligation Sewerage System Bonds (Alternate Revenue Source), Series 2013 (the “Series 2013 Bonds”), which the City desires to refund to achieve interest cost savings; and

**WHEREAS**, the City has requested proposals from qualified underwriting firms in connection with the proposed issuance of its General Obligation Sewerage System Refunding Bonds (Alternate Revenue Source), Series 2021 (the “Series 2021 Bonds”) to refund the Series 2013 Bonds, and in response, Commerce Bank (the “Underwriter”) submitted its proposal for underwriting services in connection with the Series 2021 Bonds (the “Proposal”), a copy of which is attached as **Exhibit A** to and incorporated by reference in this Resolution; and

**WHEREAS**, Rule G-17 of the Municipal Securities Rulemaking Board (the “Rule”) requires that all underwriters of municipal securities provide certain written disclosures to prospective issuers and to obtain timely from officials of such issuers written acknowledgement of such disclosures and, at the request of the City, the Underwriter has included certain disclosures required by the Rule in the Proposal; and

**WHEREAS**, after receipt and review of the Proposal and the recommendation thereof by the City’s Financial Advisor, the City wishes to accept the Proposal, to select the Underwriter as underwriter for the Series 2021 Bonds, and to provide acknowledgement of the disclosures provided in the Proposal in accordance with the Rule;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS, AS FOLLOWS:**

Section 1. The Proposal is hereby accepted and Commerce Bank is hereby designated as underwriter for the Series 2021 Bonds in accordance with and subject to the terms of the Proposal. Issuance of the Series 2021 Bonds shall be subject to further legislative approval by the City Council.

Section 2. The City Council, solely to facilitate the Underwriter’s compliance with the Rule in connection with the issuance of the Series 2021 Bonds, hereby acknowledges receipt of the disclosures pursuant to MSRB Rule G-17, attached to the Proposal (the “Disclosures”). The Mayor of the City is hereby authorized to acknowledge the Disclosures by executing and dating same and to deliver a copy of the Disclosures so acknowledged to the Underwriter.

Section 3. The officers, agents and employees of the City, including, without limitation, Gilmore & Bell, P.C., as bond counsel, and WM Financial Strategies, as municipal advisor, are hereby directed to prepare all documents and take such actions as they deem necessary and advisable in order to carry out and perform the purpose of this Resolution.

Section 4. That this Resolution shall be and become in full force and effect from and after the date of its passage by the City Council.

**PASSED** by the City Council of the City of Highland, Illinois, this \_\_\_\_\_ day of April, 2021.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

EXHIBIT A

Underwriter's Proposal and Rule G-17 Disclosures



Thursday, April 15, 2021

City of Highland, Illinois  
Ms. Kelly Korte  
[kkorte@highlandil.gov](mailto:kkorte@highlandil.gov)

WM Financial Strategies  
Ms. Joy Howard  
[jhoward@wmfinancialstrategies.com](mailto:jhoward@wmfinancialstrategies.com)

**RE: City of Highland, Illinois  
Indications of Interest  
Approximately \$1,835,000  
General Obligation Sewerage System Refunding Bonds  
(Alternate Revenue Source) Series 2021**

**1. Proposal Summary**

Commerce Bank intends to underwrite the bonds.

**2. Bond Rating**

This proposal is based on receipt of a bond rating.

**3. Underwriting Discount or Fees**

Commerce Bank would propose the following underwriting fees:  
0.739% of the par amount or approximately \$ 13,560.65.

**4. Costs of Transaction**

This proposal does not require the payment of fees other than listed in the RFP.

**5. Rates and Yields**

**b) Proposals with Rate Indexing**

1. See Exhibit A; Rates are indicative of pricing as of 04/15/2021, indexed to October Interpolated AAA MMD as of 04/14/2021. Indexing expires 30 days after the expected closing date.
2. The date that will be used as the sale date for purposes of indexing is flexible. Commerce Bank is willing to select a date prior to the sale that can be agreed upon by the underwriting team and the municipal advisor.
3. Commerce Bank would be willing to waive upward variance.

**6. Credit Approval**

Commerce Bank has received preliminary credit approval for this financing. Final credit approval will be easily attainable.



## 7. Redemption Provisions and Other Terms

Commerce Bank would propose a Par Call Option on 10/01/2029

## 8. Personnel Contacts:

Matt Koch  
Commerce Bank  
AVP; Municipal Underwriting  
1000 Walnut Street; Suite 300  
Kansas City, Missouri 64106  
(816) 234-2450  
[Matthew.Koch@CommerceBank.com](mailto:Matthew.Koch@CommerceBank.com)

Mat Mower  
Commerce Bank  
Senior Vice President  
8000 Forsyth; Suite 1200  
St. Louis, Missouri 63105  
(314) 746-3619  
[Mat.Mower@CommerceBank.com](mailto:Mat.Mower@CommerceBank.com)

Sincerely,



Matt Koch  
Commerce Bank Capital Markets Group

### Disclosure:

Commerce Bank is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the borrower. The primary role of Commerce Bank, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the borrower and Commerce Bank. Commerce Bank has financial and other interests that differ from those of the borrower. Commerce Bank is acting in its own interest. Commerce Bank is not acting as a municipal advisor, financial advisor or fiduciary to the borrower or any other person or entity. Commerce Bank does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act of 1934 to the borrower. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The borrower should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the borrower would like a municipal advisor in this transaction that has legal fiduciary duties to the borrower, then the borrower is free to engage a municipal advisor to serve in that capacity.

# Exhibit A – Pricing

**City of Highland, Illinois**  
**Indications of Interest**  
**Approximately \$1,835,000**  
**General Obligation Sewerage System Refunding Bonds**  
**(Alternate Revenue Source) Series 2021**

Maturity	Amt(M)	Coupon	Yield	YTM	Price	October Interpolated AAA MMD as of 4/14/2021	Yield Spread to MMD	YTM Spread to MMD
10/01/22	140	2.000	0.250	0.250	102.158	0.060	0.190	0.190
10/01/23	145	2.000	0.310	0.310	103.762	0.110	0.200	0.200
10/01/24	145	2.000	0.450	0.450	104.973	0.190	0.260	0.260
10/01/25	150	2.000	0.600	0.600	105.846	0.310	0.290	0.290
10/01/26	155	2.000	0.750	0.750	106.406	0.430	0.320	0.320
10/01/27	155	2.000	0.900	0.900	106.655	0.580	0.320	0.320
10/01/28	160	2.000	1.050	1.050	106.602	0.710	0.340	0.340
10/01/29	160	2.000	1.230	1.230	106.012	0.830	0.400	0.400
10/01/30	160	2.000	1.350	1.415	105.049	0.930	0.420	0.485
10/01/31	170	2.000	1.400	1.508	104.651	1.000	0.400	0.508
10/01/32	155	2.000	1.500	1.623	103.859	1.060	0.440	0.563
10/01/33	140	2.000	1.600	1.720	103.074	1.110	0.490	0.610

Deal Name HIGHLAND SEWER GO		State
Underwriter's Discount		
	\$/Bond	Total \$
Takedown	6.390	11,725.65
Xtra UW Disc	1.000	1,835.00
<b>Total</b>	<b>7.390</b>	<b>13,560.65</b>
Insurance		0.00
Par Amount		1,835,000.00
Prem/Disc		91,153.05
Gross Prod		1,926,153.05
UW Disc		(13,560.65)
Insurance		(0.00)
Purchase Price		1,912,592.40
Dollar Price		104.2285
NIC @ Settle		1.38066
TIC @ Settle		1.34280
NIC @ Dated		1.38066
TIC @ Dated		1.34280



## RULE G-17 DISCLOSURES

April 15, 2021

Re: Disclosures Pursuant to MSRB Rule G-17 and Underwriter Status

City of Highland, IL

Mr. Kevin B. Hemann

Approximately \$1,835,000 General Obligation Sewerage System Refunding Bonds, Series 2021

Dear Mr. Hemann:

Commerce Bank (“Commerce”) is sending this letter agreement to provide you, as the Mayor for the City of Highland, Illinois (the “Borrower”), with certain disclosures as required by the Municipal Securities Rulemaking Board (“MSRB”) and the Securities Exchange Act of 1934, as amended from time to time (the “Securities Act”).

Commerce intends to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the Bonds. Any references in this letter to “you,” “your,” or “yours” will mean the Borrower and any references to “we,” “us,” “our,” or “ours” will mean Commerce. As part of our services as underwriter, Commerce may provide information concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflicts of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable) and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds if they have their own dealer-specific or transaction specific disclosures.

### **Dealer-Specific Conflicts of Interest**

Commerce has not identified any additional potential or actual material conflicts that require disclosure.

### **Transaction-Specific Disclosures**

The Issuer/Obligor is seeking a fixed rate financing.

### **Standard Disclosures**

#### ***Disclosures Concerning the Underwriter’s Underwriters Role***

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter’s primary role is to place the Bonds in an arm’s-length commercial transaction with the Borrower. The underwriter has financial and other interests that differ from those of the Borrower.

- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Borrower under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Borrower without regard to its own financial or other interests.
- (iv) The issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the issuer's interests in the transaction.
- (v) The underwriter has a duty to place the Bonds at a fair and reasonable price and must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (vi) The underwriter will, if applicable, review any official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

### ***Disclosures Concerning the Underwriter's Compensation and Conflicts of Interest***

As underwriter, Commerce may be compensated by an underwriter's discount fee and this is contingent upon closing the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because Commerce may have an incentive to recommend to the Borrower a transaction that is unnecessary or to recommend that the size of the transaction be larger than necessary.

### **No Fiduciary Duty**

By signing below, the Borrower acknowledges and agrees that: (i) Commerce has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby, or the discussions, undertakings and procedures leading thereto, irrespective of whether Commerce or any of its affiliates has provided other services or is providing other services to the Borrower on other matters; and (ii) the underwriter is relying on the underwriter and IRMA exemptions under the Securities Act.

### **Choice of Law**

This letter agreement shall be construed and given effect in accordance with the laws of the State of Missouri.

### **Binding Effect; Assignment**

This letter agreement shall be binding upon and inure to the benefit of the Borrower and Commerce, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

### **Entire Agreement**

This letter agreement contains the entire agreement between the parties relating to the subject matter herein described. Any oral or written representations or modifications concerning this letter agreement will have no force or effect unless a subsequent modification is in writing and signed by both Commerce and the Borrower.

If you or any other officials of the Borrower have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Depending on the structure of the transaction that you decide to pursue, or if potential or actual material conflicts are identified, we may be required to send you additional disclosures. At that time, we will seek your acknowledgement of receipt of any such additional disclosures, may require an amendment to this letter agreement, and/or may require a separate Underwriter agreement.

It is our understanding that you have the authority to bind the Borrower by contract with us. If our understanding is incorrect, please notify me immediately. By signing below, you represent and warrant that you are a duly authorized officer of the Borrower with the authority to legally bind the Borrower.

We are required, under MSRB Rule G-17, to seek your acknowledgement that you have received this disclosure letter. Accordingly, please sign and return the enclosed copy of this letter to me at the address below set forth. Or, if you prefer, you may forward an electronic copy of your acknowledgement to my e-mail address reflected below, otherwise an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgement that you received these disclosures.

We look forward to the opportunity to work with you in connection with the Bonds.

Sincerely,



Mat Mower  
Manager of Public Finance

Acknowledged and Agreed:

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**City of Highland  
(GO Alternate Bond Refunding)  
Summary of Proposals**

	Commerce Bank	Northland Securities	First Bankers
1. Statement of Interest	Underwriter	Underwriter	Underwriter
2. Bond Rating	Assumes rating	Assumes Aa3 rating	Assumes rating
3. Underwriting Discount or Fees	0.739%	0.700% No underwriter's counsel	0.6990%
4. Costs of Transaction	No other costs	No other costs	No other costs
5. Rates & Yields	Provided rate indexing No volatility adjustment	Indexed 15 basis points volatility	Provided rate indexing With 10 basis points volatility
6. Credit Approval	Final approval is required No difficulty expected	No further approval based on Aa3 rating	No further approval based on Aa3 rating
7. Redemption and Other Terms	Callable on and after 10/1/2029	Callable on and after 10/1/2031	Callable on and after 10/1/2026
Estimated True Interest Cost	1.3428%	1.256000%	1.5093%
Estimate with Volatility	1.3428%	1.406000%	1.6093%

Willing to serve as placement agent.  
(2.07% indication)

**City of Highland  
(GO Alternate Bond Refunding)  
Summary of Proposals**

	Robert Baird	Piper Sandler	Stern
1. Statement of Interest	Underwriter	Underwriter	Placement Agent
2. Bond Rating	Assumes rating	Assumes Aa3 rating	No rating required
3. Underwriting Discount or Fees	0.435%	0.800% Underwriter's counsel required?	\$22,500.00
4. Costs of Transaction	Plus certain costs (under \$1,000)	POS preparation	No other costs
5. Rates & Yields	Indication provided	Indication of rates provided	Rates subject to adjustment based on Treasuries
6. Credit Approval	No further approval based on Aa3 rating	No further approval based on Aa3 rating	No further credit approval
7. Redemption and Other Terms	Callable on and after 10/1/2030	Callable on and after 10/1/2031	Non Callable
Estimated True Interest Cost	1.39% (including expenses)	1.480300%	2.173600%
Estimate with Volatility			

Willing to serve as placement agent.

Suggests placement at TIC ranging from 2.10-2.29%

**City of Highland  
(GO Alternate Bond Refunding)  
Summary of Proposals**

	FCB bank
1. Statement of Interest	Purchase
2. Bond Rating	No rating required
3. Underwriting Discount or Fees	None indicated
4. Costs of Transaction	Rate to be provided at a later date
5. Rates & Yields	To be provided later
6. Credit Approval	No further credit approval
7. Redemption and Other Terms	To be provided later
Estimated True Interest Cost	
Estimate with Volatility	





# City of Highland

## Finance Department

MEMO TO: Chris Conrad, Interim City Manager  
FROM: Kelly Korte, Director of Finance  
SUBJECT: 2013 Sewer Bond Refunding  
DATE: April 15, 2021

Included on the next council agenda is the selection of the entity that will be utilized to underwrite the General Obligation Sewerage System Refunding Bonds (Alternate Revenue Source) Series 2021 that will be issued to refinance the General Obligation- Sewerage System Bonds (Alternate Revenue Source) Series 2013 (the bonds that financed projects in the Sewer Fund in 2013).

I have included the results from the indications of interest that were received that have been summarized by Joy Howard, the financial advisor engaged for this project.

It has been recommended by Joy Howard to proceed with Commerce Bank as the underwriter of the bonds based on the terms indicated in their proposal. Commerce Bank's proposed rates are planned to yield a cost savings of very close to the initial estimated amount. Joy Howard will be available via phone for this meeting to discuss the anticipated savings and to answer any questions.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 78 – UTILITIES, ARTICLE II – ELECTRIC SERVICE REGULATIONS, DIVISION 3 – BILLING AND RATES, SECTION 78-56 – STREETLIGHTS AND DUSK-TO-DAWN RENTAL LIGHTS, AND SECTION 78-112 – SCHEDULE OF ELECTRIC RATES, OF THE CODE OF ORDINANCES, TO ADJUST THE ELECTRIC RATES CHARGED BY THE CITY OF HIGHLAND DEPARTMENT OF LIGHT & POWER**

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, from time to time, increased the rates and costs of services to be charged by City for electricity and other services from the Light and Power Department; and

WHEREAS, City believes it is necessary and in the best interest of the City to increase the rates to be charged for electricity and to increase any other costs necessary to reflect changes in the light & power marketplace; and

WHEREAS, City has determined the rates charged to customers by the Department of Light & Power for electricity have remained unchanged for five years; and

WHEREAS, City has determined during the last five (5) years, the operating costs and maintenance costs of the Department of Light & Power has increased by fifteen (15) percent; and

WHEREAS, the City Council, by Resolution No. 2276, adopted on November 17, 2014, retained Utility Financial Solutions, LLC to provide an electric utility cost of service analysis, long term financial projection, and rate design for the Department of Light & Power; and

WHEREAS, City has determined that Utility Financial Solutions, LLC provided to the Department of Light & Power the utility cost of service analysis, long term financial projection, and rate design for the Department of Light & Power; and

WHEREAS, the Director of Light & Power – relying in part on the utility cost of service analysis, long term financial projection, and rate design provided by Utility Financial Solutions, LLC – addressed the City Council at its meeting on November 21, 2016, and recommended that the City of Highland increase electric rates in order to: 1) increase the Department of Light & Power’s cash reserves to a level in accord with industry standards; 2) to strengthen the long-term financial viability of the City of Highland’s electric system; and 3) to enable the City of Highland to make improvements in the electric system that would enhance the system’s sustainability and reliability; and

WHEREAS, the Director of Light & Power has informed the City Council that the last rate increase was made in 2016, and no rate increase for electricity has occurred in the interim; and

WHEREAS, the Director of Light & Power has informed City Council that the implementation of the suggested rate adjustments will increase the City's annual Light & Power Department revenue by approximately \$130,000.00, or 1.5%; and

WHEREAS, the Director of Light & Power has informed City Council that the implementation of the suggested rate adjustments will allow increased investment in electric system maintenance and improvements, assuring its continuing reliability; and

WHEREAS, City finds that rates charged to customers by the Department of Light & Power for electricity and services should be increased, as discussed during the budget review meeting, and as recommended by the Director of Light & Power; and

WHEREAS, City finds it to be in the best interests of public health, safety, general welfare, and economic welfare to increase the rates charged by the Light & Power Department for electricity and services; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to increase the rates charged to customers by the Department of Light & Power for electricity and services.

**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 78 – Utilities, Article II. – Electric Service Regulations, Division 3. – Billing and Rates, Sec. 78-56. – Streetlights and dusk-to-dawn rental lights, shall now state:

(b) Special instructions. All proposed installations that are not in compliance with this article or are not installing city standard light fixtures must receive prior approval from the city council prior to the city installing the special lighting.

(1) The city shall require payment for the additional cost for special installations such as but not limited to:

- a. Light fixtures and pole requiring field assembly.
- b. Special wire or wiring for fixtures.
- c. Location of installations remote or inaccessible.

(2) The city shall require a supply of spare parts for the special fixtures and poles. These spare parts may be limited to replacement luminaries. If the number of special fixtures and poles dictate, spare fixtures and poles shall be required.

(3) Terms for private dusk-to-dawn lights. Terms are as follows:

- a. Installation fees are detailed in Section 78-112 'Schedule of electric rates.
- b. There shall be a monthly charge for the rental lights, as established from time to time by the city council for a minimum of 1 year.

*Section 3. Chapter 78 – Utilities, Article II. – Electric Service Regulations, Division 3. – Billing and Rates, Sec. 78-112. – Schedule of electric rates, shall now state:*

**Sec. 78-112. - Schedule of electric rates.**

(a) *Residential service.*

(1) *Defined:* The predominant use of residential service is for domestic purposes in single family occupancy, in a one-unit apartment or residence, or for general farm purposes having single-phase service of 200 or less amperes.

(2) *Residential rates:*

- a. *Customer charge:* \$9.00 per month for single-phase service, and
- b. *Energy charge:* \$0.0786 per kilowatt-hour for all kwh.

(b) *Recreational nonprofit demand (NPD) rate.*

(1) *Defined:* A commercial rate (GS2) general service - demand metered customer who has a demand that is greater than 20 kilowatts (kW) and who is defined as a nonprofit as follows:

A nonprofit organization is formed for the purpose of serving a public or mutual benefit other than the pursuit or accumulation of profits for owners or investors. "The nonprofit sector is a collection of entities that are organizations; private as opposed to governmental; nonprofit distributing; self-governing; voluntary; and of public benefit" The nonprofit sector is often referred to as the third sector, independent sector, voluntary sector, philanthropic sector, social sector, tax exempt sector, or the charitable sector.

This rate use is limited to outdoor lighted sports fields owned and operated by nonprofits.

(2) *Nonprofit demand rate.*

- a. Sign up fee: \$500.00, this pays for the special use demand meter required.
- b. Customer charge: \$18.00 per month; and
- c. Energy charge: \$0.0650 per kilowatt hour for all kWh; and
- d. Demand charge: \$6.76 per kW for billable kilowatt demand used during on-peak times as defined below.

- e. **Determination of Billing Demand:** The monthly billing kilowatt demand for any month shall be the maximum 15 minute integrated kilowatt demand recorded between the hours of 1:00 p.m. and 7:00 p.m. during that month.
- (c) *Commercial rate (GS1)—General service—Nondemand metered.*
- (1) *Defined:* Any customer who has a demand less than 20 kilowatts (kw) and a monthly usage of less than 8,000 kwh and is not a residential service customer, or who has a separately metered service to an open sports field with no demand meter used for lighting purposes only.
  - (2) *GS1 rates:*
    - a. *Customer charge:* \$18.00 per month, and
    - b. *Energy charge:* \$0.0650 per kilowatt hour for all kwh.
- (d) *Commercial rate (GS2)—General service—Demand metered.*
- (1) *Defined:* Any nonresidential customer who has a demand meter and has a monthly usage of 8,000 or more kwh or a demand that is greater than or equal to 20 kilowatts (kw). The city will install a demand type meter for any nonresidential customer who has 8,000 or more kwh usage in a month or a three-phase service of any size or a single-phase service larger than 200 amperes.
  - (2) *GS2 rates:*
    - a. *Customer charge:* \$37.50 per month, and
    - b. *Energy charge:*
      - First 365 × kw dem., \$0.0446 per kwh
      - Over 365 × kw dem., \$0.0379 per kwh
    - c. *Demand charge:* \$6.76 per kw for billing kilowatts as defined below.
    - d. *Determination of billing demand:* The monthly billing kilowatt demand for any month shall be the maximum 15-minute integrated kilowatt demand recorded during that month.
    - e. *Off-peak power:* A customer must have at least a 300-kilowatt (kw) billing demand and this power must be scheduled by a customer with a minimum 24-hour notice. This power cannot be used for the customer's normal operating loads and the city has the sole discretion of determining if it is available. The customer can schedule this power for a 24-hour period. The customer will be responsible for any scheduling fees charged to the city and will also be responsible for all costs associated with scheduling power which is not used by the customer. No demand charge will be associated with this power and the energy charge will be determined by the city at the time of service.
    - f. *Primary meter discount:* A two percent discount will be applied to all primary metered customer's kwh and kw demand usage before being billed on the current rate schedule. Primary metering is available at the sole discretion of the city.

- g. *Power factor:* Customer shall be responsible for maintaining power at above 85 percent lagging. If the customer's power factor falls below 85 percent lagging, city will provide written notice to the customer of requirement to improve power factor above threshold level of 85 percent lagging. If the customer fails to correct power factor within 90 days of such notice to a level acceptable to city, city shall have the right to apply power factor correction facilities outside of the customer's facilities at the cost of the customer or to adjust the customer's monthly billable demand upwards one percent for each one percent under the required 85 percent month power factor level.

(e) *Cable TV amplifiers.*

- (1) *Defined:* Cable TV amplification devices. Charges shall be based on estimated usage at the maximum volt-amp (considered to be watts) nameplate rating of the device.

- (2) *Cable TV amplifier rates:*

- a. *Customer charge:* \$4.50 per month, and
- b. *Energy charge:* \$0.0786 per kilowatt hour for all kwh.

(f) *Rental lighting.*

- (1) *Defined:* This rate shall apply to rental lights installed, energized and maintained by the city and in continuous service 12 months each year from dusk-to-dawn. Basic installation cost covers lights to be installed on existing facilities, within 1 pole distance from a transformer and mounted on an existing pole. If additional poles, transformers, wiring or other infrastructure are required for installation, there will be an additional charge based on time and materials required for this service.

- (2) *Rental lighting rates:*

- 100 W lamp—High pressure sodium/quartz lamp, \$6.15 per month, \$85.00 initial fee.
- 150 W lamp—High pressure sodium/quartz lamp, \$7.40 per month, no new installs.
- 250 W lamp—High pressure sodium/quartz lamp, \$10.80 per month, \$115.00 initial fee.
- 400 W lamp—High pressure sodium/quartz lamp, \$15.00 per month, \$160.00 initial fee.
- 1000 W lamp—High pressure sodium/quartz lamp, \$36.90 per month, no new installs.
- 175 W lamp—Mercury vapor lamp, \$7.25 per month, no new installs.
- 400 W lamp—Mercury vapor lamp, \$10.76 per month, no new installs.
- 150 W Equivalent LED, \$4.00 per month, \$125.00 initial fee.
- 250 W Equivalent LED, \$8.35 per month, \$315.00 initial fee.
- 400 W Equivalent LED, \$12.50 per month, \$480.00 initial fee.

(g) *Power cost adjustment.*

- (1) *Applicability:* The energy charges in subsections (a) through (e) are subject to the power cost adjustment (PCA), as outlined below.
- (2) *Power cost adjustment:* A wholesale power cost adjustment (PCA) shall be applied to each kilowatt-hour usage of energy billed under all electric rate classifications. The power cost adjustment for all kilowatt-hours shall be increased by \$0.0001 per kilowatt-hour for each \$0.0001 per kilowatt-hour the utility's average wholesale power cost including debt service exceeds the base rate of \$0.0473 per kilowatt-hour. However, in no event shall the PCA be less than zero. The PCA shall be calculated based on the average of the three months preceding the billing period.

*Section 4.* 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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

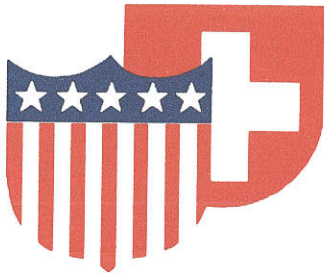
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Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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



# City of Highland

## Department of Light and Power

**Memo to:** Chris Conrad, Interim City Manager

**From:** Dan Cook, Director of Light & Power

**Date:** April 9, 2021

**Subject:** Adjustment of Electric Rates

### RECOMMENDATION

I recommend that you seek council approval to adjust the electric rates as detailed in the attached documentation.

### DISCUSSION

The city has not adjusted the electric rates for the past 5 years; however the O&M costs for the department have increased over 15% during the same time frame. It is important for the city to continue investing in the system infrastructure in order to preserve the system reliability or degradation will take over. Without rate adjustments cash reserves will fall below recommended minimum targets, the electric department will fall below optimal targeted income levels, proper investment in infrastructure improvements cannot take place and the reliability of the system could be negatively impacted. The suggested adjustments to the electric rates will assist in restoring the system to good financial health.

### FISCAL IMPACT

Implementation of the suggested adjustments will increase the electric department's annual revenue by approximately \$130,000.00 (1.5%). This will allow increased investment in electric system maintenance and improvements, assuring its continuing reliability.

### CONCURRENCE

Recommended by: \_\_\_\_\_

  
Daniel Cook, Director of Light & Power

Approved by: \_\_\_\_\_

  
Chris Conrad, Interim City Manager



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING TJO HOLDINGS, LLC TO SUBLET CITY'S  
PROPERTY TO THE SAINT LOUIS BREWERY LLC ACCORDING TO AN  
EXISTING LEASE, AND GRANTING A RIGHT OF FIRST OPTION TO SAINT LOUIS  
BREWERY LLC TO LEASE CITY'S 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, through Ordinance Number 3078, passed January 4, 2021, City and TJO Holdings, LLC ("TJO") agreed to a Lease of Land whereby TJO would lease approximately 1200 square feet in the Southwest corner of 911 and 913 Main Street, Highland, Illinois ("Leased Land"), from City (*See* Ordinance No. 3078 attached hereto as **Exhibit A**); and

WHEREAS, the Lease of Land agreement between City and TJO contains a clause whereby TJO must receive written approval from City to sub-lease the Leased Land to another tenant (*See* **Exhibit A**, at Lease of Land, ¶ 7); and

WHEREAS, The Saint Louis Brewery LLC and TJO have requested City's written consent for The Saint Louis Brewery LLC to sub-lease the Leased Land from TJO; and

WHEREAS, City agrees to give written consent to TJO to sub-lease the Leased Land to The Saint Louis Brewery LLC according to the terms of the approved Lease of Land agreement between City and TJO (*See* **Exhibit A**); and

WHEREAS, as a condition to its entering a lease with TJO, The Saint Louis Brewery LLC desires to obtain a first option to lease the Leased Land directly from City should TJO no longer lease the Leased Land from City, or should TJO refuse to enter a subsequent lease with City for the Leased Land; and

WHEREAS, according to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years . . . . This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office . . . .; and

WHEREAS, City has determined it is authorized to grant a first option to Saint Louis Brewery LLC to lease the Leased Property from City should TJO no longer be the Lessee of the Leased Property, or should TJO refuse to enter a subsequent lease with City for the Leased Property; and

WHEREAS, Saint Louis Brewery LLC agrees any future lease with City for the Leased Property will need to be passed by three-fourths of the corporate authorities then holding office and abide by Illinois Municipal Law; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to agree as follows:

Right of First Option. As long as City owns the Leased Property, if TJO Holdings LLC is no longer the Lessee of the Leased Property and has failed or refused to sign a new lease with City for the Leased Property, The Saint Louis Brewery LLC shall have the first option to enter a new lease with City for the Leased Property according to substantially similar terms as the current lease between City and TJO (*See Exhibit A*). Any new lease between City and The Saint Louis Brewery LLC must abide by Illinois Municipal Law and shall be at rental rates that are then current. If the City and The Saint Louis Brewery LLC cannot agree to the then current rental rates after thirty days, the rates shall be determined by a licensed commercial real estate broker selected by the agreement of the City and The Saint Louis Brewery LLC, who has at least ten years of experience in rental of commercial real estate in the City. If The Saint Louis Brewery LLC fails or refuses to exercise its first option within thirty (30) days after the City notifies it that TJO Holdings LLC has not renewed its lease, or fails to sign a new lease with City after the then current rental rates have been determined, the City may lease the property to any other party it deems acceptable or absorb the Leased Property into the public park.

WHEREAS, City has determined that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to give written consent to TJO to sub-lease the Leased Land to The Saint Louis Brewery LLC according to the Lease of Land agreement (*See Exhibit A*); and

WHEREAS, City has determined that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to authorize a First Option for The Saint Louis Brewery LLC to lease the Leased Land from City should TJO no longer be the lessee as 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.* City gives written consent for TJO to sub-lease the Leased Land to The Saint Louis Brewery LLC according to the Lease of Land executed between City and TJO. **See Exhibit A.**

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute any documents necessary to give written consent for TJO to sub-lease the Leased Land to The Saint Louis Brewery LLC according to the Lease of Land executed between City and TJO. **See Exhibit A.**

*Section 4.* Should TJO no longer be the Lessee of the Leased Land, or fail / refuse to enter another lease with City for the Leased Land, City gives a first option to The Saint Louis

Brewery LLC to enter a new Lease of Land with City substantially similar to the Lease of Land between City and TJO (*See Exhibit A*), subject to the terms and conditions as stated herein, and The Saint Louis Brewery LLC agrees any new lease between City and The Saint Louis Brewery LLC for the Leased Land will need to be approved by two-thirds of the corporate authorities then holding office and abide by Illinois Municipal Law.

*Section 5.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute any documents necessary to give a first option to The Saint Louis Brewery LLC to lease the Leased Land from City should TJO no longer be the lessee or should TJO fail / refuse to enter a subsequent lease with City for the Leased Land.

*Section 6.* 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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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

**ORDINANCE NO. 3078**

**AN ORDINANCE APPROVING LEASE OF LAND BETWEEN  
CITY OF HIGHLAND, ILLINOIS, AND TJO HOLDINGS LLC**

**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**, according to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years . . . . This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office; and

**WHEREAS**, City has determined all City residents would benefit from additional event and park space adjacent to the City Square and continued economic growth in City’s Downtown Business District; and

**WHEREAS**, City has determined the acquisition of land adjacent to the City Square is in the best interest of public health, safety, general welfare, and economic welfare of City as follows:

(a) Purpose. To promote health, safety, general welfare, and economic welfare, the City of Highland (“City”) shall establish a community gathering space adjacent to the existing Highland Square. Plaza Park shall provide an outdoor space where members of the community can safely gather, socialize, and enjoy food, beverages, and games as a community.

1. Health and Safety- The health and safety of City residents, and questions about how to best promote mental health and healthy socialization during a global pandemic, have become a primary focus in 2020 as a result of COVID-19. Science has shown that gathering, socializing, eating, drinking, and enjoying games and events is safer outside rather than inside. As a result, City has determined it necessary to set aside a unique public space where City residents and visitors to City can safely gather outdoors. City has broad discretionary authority to license and regulate alcohol and food, and both will be permitted to be consumed in Plaza Park to promote socialization. City desires to foster a sense of community and will provide tables and games to be enjoyed by

visitors to Plaza Park. City will be constructing new public restrooms that are ADA compliant and providing new lighting and camera surveillance for purposes of creating a place where City residents feel comfortable and safe congregating.

2. General Welfare and Economic Welfare – The general welfare of City residents will be served by the factors stated herein, as well as other factors known and unknown. The economic welfare of City will be fostered through the revitalization of the City Downtown Business District. Plaza Park shall create a new public space for events, festivals, food vendors, bocce ball leagues, bags leagues, and other reasons to gather outside in a safe and healthy environment. This community outdoor activity will drive automobile and foot traffic to the City Downtown Business District, increase property values on and around the City Square, increase development on and around the City Square, increase sales tax revenue to be utilized for City services, and promote the overall general and economic welfare of the City of Highland.

and

**WHEREAS**, City shall own at the time of Closing with TJO Holdings LLC real estate adjacent to the City Square described as follows:

**Parcel 1**

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

**Parcel 2**

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

(hereinafter “Land”); and

**WHEREAS**, City will acquire the Land at Closing from TJO Holdings LLC for Ten and 00/100 Dollars, and Other Valuable Consideration; and

**WHEREAS**, City and TJO Holdings LLC desire to enter a contract whereby City will lease a portion of the Land to TJO Holdings LLC for use as an outdoor restaurant and bar service and seating area (*See* Lease of Land attached hereto as **Exhibit A**); and

**WHEREAS**, City and TJO Holdings LLC intend to sign the Lease of Land Agreement with the understanding the leased space on the Land will be approximately 1200 square in the Southwest corner of the Land, and will be located in an area yet to be finalized between the parties, but reflected on the attached architectural drawing (“Leased Property”) (*See* Plaza Park drawing, attached hereto as **Exhibit B**); and

**WHEREAS**, City published notice of this proposed lease of land to TJO Holdings LLC in a newspaper of general circulation not more than 30 days, or less than 15 days, from the City Council Meeting on January 4, 2021 where this lease shall be considered and acted upon by the municipal authorities of City (*See* **Exhibit C**); and

**WHEREAS**, City and TJO Holdings LLC intend to enter this Lease of Land for a term of twenty (20) years (*See* **Exhibit A**); and

**WHEREAS**, TJO Holdings LLC shall pay City \$10.00 per year, and other Valuable Consideration, according to the terms of the Lease of Land (*See* **Exhibit A**); and

**WHEREAS**, City finds that the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**) are fair and reasonable, and City finds the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**) should be approved; and

**WHEREAS**, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**); and

**WHEREAS**, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the Lease of Land, and any other documents necessary to give effect to the Lease of Land, between City and TJO Holdings LLC (**Exhibit A**).

**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 Lease of Land between City and TJO Holdings LLC (**Exhibit A**) is approved.

**Section 3.** The City Manager and/or Mayor is hereby authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve and give effect to the Lease of Land between City and TJO Holdings LLC (**Exhibit A**).

**Section 4.** This Ordinance shall be known as Ordinance No. 3078 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the 4<sup>th</sup> day of January, 2021, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Sloan, Frey, Bellm, Hipskind

NOES: None



ATTEST:

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

APPROVED:

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

**LEASE OF LAND**

This lease made and entered into between the City of Highland, an Illinois municipal corporation, 1115 Broadway, P.O. Box 218, Highland, Illinois 62249, as landlord (“Lessor”) and TJO HOLDINGS LLC, as Lessee (“Lessee”). Lessor and Lessee agree this lease shall not be effective until signed by both parties and when approved by the corporate authorities of the City of Highland, Illinois (“Effective Date”):

WITNESSETH:

1. Location. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor:

Approximately 1200 square feet located near the Southwest corner of real estate described as follows:

**Parcel 1**

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

**Parcel 2**

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

Lessor and Lessee intend to sign this lease agreement with the understanding the leased space may be determined and located in an area yet to be finalized between the parties, but reflected on the attached architectural drawing (hereinafter “Leased Property”) (See Plaza Park drawing, attached hereto as **Exhibit A**).

2. Term. Lessor agrees to lease the Leased Property from Lessee for a term of twenty (20) years.



According to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years . . . . This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office . . . .

3. Rent. Lessee shall pay to Lessor as rent for the Leased Property the sum of Ten Dollars (\$10) per year, and Other Valuable Consideration stated herein.

4. Right of First Refusal. As long as Lessor owns the Leased Property, Lessee shall have the right of first refusal to lease the Leased Property subsequent to the expiration of the initial twenty (20) year lease term. If Lessee refuses to sign a new lease with Lessor, Lessor may lease the property to any approved Lessee or absorb the Leased Property into the public park.

5. Security Deposit. On or about the Effective Date, Lessee shall deliver to Lessor the first year's rent and a security deposit of \$ N/A. The security deposit is for damages Lessee might do to the Leased Property and as security for faithful performance by Lessee of the terms hereof and cannot be used by Lessee as a rent payment. The security deposit will be returned to Lessee, without interest, on the full and faithful performance of the terms of this lease.

6. Payment of Rent. Lessee agrees to pay the rent to Lessor for the first year's rent, in full, on or about the Effective Date. Lessee agrees to pay the rent for subsequent years of the lease, in full, on the Effective Date in subsequent years. The rent shall be due from Lessee at the beginning of each year for lease of the Leased Property.

7. Assignment and Subletting. This lease is not assignable without the written consent of Lessor. Lessee shall not sublet the Leased Property, or any part thereof, without the written consent of the Lessor. Lessee agrees to provide a copy of any proposed sub-lease agreement for the Leased Property to Lessor.

8. Use and Occupancy. The Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Leased Property, and the sidewalks connected thereto, during the term of this Lease. Lessee intends to use the Leased Property for outdoor restaurant and bar services, and Lessee intends to obtain all requisite licenses to sell alcohol and food on the Leased Property for consumption by Lessee's guests, customers, and invitees. Lessee shall comply with all local, state and federal laws associated with the operation of a restaurant and/or bar.

9. Utilities. Lessee shall be solely responsible for timely paying the monthly utility bills that it receives from the Lessor related to the lease of the Leased Property.

10. Taxes. Lessee shall be solely responsible for ascertaining any taxes owed on the Leased Property, and shall be responsible for payment of any taxes owed for use of the Leased Property.

11. Condition of Leased Property. Lessee shall keep the Leased Property in good order, good repair, and in a safe, clean, and commercially usable condition.

12. Destruction of Leased Property. In the case of the partial destruction of the Leased Property by fire, accident, or the elements, so as to render it or any portion of it commercially unusable, a pro-rata portion of the rent shall be remitted or returned to Lessee until such time as the Leased Property is again commercially usable.

13. Inspection of Leased Property. The Lessor is granted permission, at all reasonable times, to enter upon the Leased Property for the purpose of inspection and making any necessary repairs to the Leased Property or any part thereof.

14. Maintenance and Repairs. Lessee shall keep and maintain the Leased Property in good and sanitary condition and make necessary repairs during the term of this lease and any renewal thereof.

Lessee shall make all required maintenance and repairs, at Lessee's sole expense, including, but not limited to the following:

- (a) To keep the Leased Property clean, neat, and sanitary;
- (b) To remove from the Leased Property all rubbish, garbage, and other waste, in a clean and sanitary manner;
- (c) To properly use and operate all heating, ventilation, and air conditioning ("HVAC"), electrical, gas, and plumbing fixtures (if any are currently present or hereafter installed on the Leased Property) and to keep them as clean and sanitary as their condition permits;
- (d) Not to allow any person on the Leased Property to willfully or wantonly destroy, deface, damage, impair, or remove any part of the Leased Property;
- (e) To make all repairs necessary to the Leased Property to maintain the Leased Property in a safe and usable condition;
- (f) To care for all grass, vegetation, trees, and land scaping located on the Leased Property, and to keep the Leased Property clean and sanitary; and

No duty on the part of Lessor shall arise under this section.

15. Care of Leased Property. Lessee agrees to commit no act of waste, and further agrees to take good care of the Leased Property and the fixtures thereon. Lessee shall, in the use and occupancy of the Leased Property, conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments. All improvements made by Lessee to the Leased Property, which are so attached to the Leased Property that cannot be removed without material injury to the Leased Property, shall become the property of the Lessor upon installation. No later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of the Lessor, repair all injury done or in connection with installation or removal of such property and improvements, and surrender the Leased Property

in the same condition as the beginning of the lease term, reasonable wear excepted. All property of the Lessee remaining on the Leased Property after the last day of the term of this Lease shall be deemed abandoned and may be removed by the Lessor, and Lessee shall reimburse Lessor for cost of such removal. Lessee shall be responsible for any damages to the Leased Property caused Lessee's customers, invitees, agents, employees, visitors or licensees.

16. Alterations and Improvements. Lessee shall make no alterations to the Leased Property, construct any temporary structures, construct any buildings, or make other improvements on the Leased Property without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the Leased Property by Lessee, with the exception of fixtures removable without damage to the Leased Property and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Property at the expiration or earlier termination of this Lease.

17. Remedies on Default. If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any rent default within fourteen (14) days, or other default related to the terms of this lease within fourteen (14) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such period if Lessee does not commence such curing within such fourteen (14) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this lease. Upon termination of this lease, Lessee shall quit and surrender the Leased Property to Lessor, but Lessee shall remain liable as hereinafter provided.

18. Deficiency. If in any case where Lessor has recovered possession of the Leased Property by any reason of Lessee's default, Lessor may, at Lessor's option, occupy the Leased Property or cause the Leased Property to be altered or divided, and otherwise changed or prepared for reletting, and may relet the Leased Property or any part as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time, or subsequent to the original expiration date of this Lease, and the Lessor shall receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred (including the Lessor's reasonable attorney's fees) in connection with the recovery of possession, altering or dividing the Leased Property or otherwise changing and reletting them. Rent shall then be applied to the payment of other damages suffered by the Lessor because of the Lessee's default. Lessee agrees, in any such case, whether or not Lessor has relet, to pay Lessor damages equal to the rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, the same being payable by Lessee on the several rent days above specified. No reletting shall constitute a surrender and acceptance or be deemed evidence thereof.

19. Holding Over. The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will, which may be terminated by Lessor on ten (10) days' notice in writing thereof.

20. Termination. If Lessee breaches this Lease, Lessor may terminate this lease in accord with provisions stated herein.

21. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when transmitted by email or telefax to the applicable email or telefax number, followed with mailing by certified United States mail, addressed as follows:

If to Lessee: TJO Holdings LLC  
Attn: Jeffrey Wynne  
875 Albert Avenue  
Glendale, Missouri 63122  
Email: Jeff@TJOHoldings.com

If to Purchaser: City of Highland  
Madison County, Illinois  
Attention: City Manager  
1115 Broadway  
P.O. Box 218  
Highland, Illinois 62249-0218  
Telephone (618) 654-9891  
Facsimile: (618) 654-4768

22. Indemnification, Hold Harmless, and Comprehensive General Liability and Dram Shop Insurance. Lessee shall obtain, from an established and reputable insurer, a policy of commercial general liability and Dram Shop insurance on the Leased Property – with a limit of at least One Million Dollars (\$1,000,000) – that names Lessor as an additional insured. All insurance policies shall be non-cancellable unless the insurer gives the additional insured parties at least thirty (30) days' notice of an impending cancellation. The Lessee shall deliver to the Lessor the Lessee's insurer's certificate of such liability insurance, showing that the Lessor has been named as an additional insured on that policy of liability and Dram Shop insurance.

Except to the extent, if any, that indemnity is provided by insurance, Lessee agrees to indemnify and hold harmless Lessor from and against all claims of whatever nature arising from the negligent acts or omissions or willful misconduct of Lessee, or Lessee's customers, invitees, agents, servants or employees on or about the Leased Property. This indemnity and hold harmless agreement shall include indemnity against all loss, costs, fees (including attorneys' fees), expenses and liabilities in connection with any such claim or proceeding brought thereon or in the defense thereof.

23. Liability. Lessor shall not be liable for any injuries or damages to Lessee, and/or any of Lessee's customers, agents, invitees, visitors, guests, or other persons who from time to time may be upon the Leased Property, except to the extent that such injuries or damages are caused by the intentional conduct of the Lessor.

24. Mechanic's Liens. The Lessee shall not permit any mechanic's liens to be placed upon the Leased Property.

25. No Other Representations. No representations or promises shall be binding upon the parties hereto except those representations and promises contained in this agreement, the

attachments thereto, and in the Lessee's application (if any) to the Lessor for rental of the Leased Property.

26. Quiet Enjoyment. Lessor covenants that Lessee shall peaceably have, hold and enjoy the Leased Property for the term herein mentioned, subject to the provisions of this Lease, and Illinois Law.

27. Applicability to Heirs and Assigns. Provisions of this Lease shall apply to, bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives and assigns.

28. Cost of Enforcement. Lessee agrees that Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorney's fees, incurred by the Lessor in the enforcement of the terms of this lease.

29. Cleaning Fee. A reasonable maintenance fee will be charged if the Lessee does not return the Leased Property to the Lessor in good condition (with consideration for normal wear and tear).

30. Hauling Fee. Lessee will be charged a reasonable hauling fee per load for any items left on the Leased Property, when the Lessee returns the Leased Property to Lessor, that must be hauled away.

31. Time of Essence. Time is of the essence of this lease.

32. Governing Law. This lease and terms hereof shall be governed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the said parties have duly executed this lease  
on January 22, 2021.


LESSOR:

LESSEE:

City of Highland, Illinois,

TJO Holdings LLC

By:   
City Manager

By:   
Jeffrey Wynne





# BELLEVILLE NEWS-DEMOCRAT

O'Fallon Progress • Command Post • The Legal Reporter  
The Highland News Leader • Highland Advertiser Direct

## Order Confirmation

**Customer**

HIGHLAND CITY OF

**Customer Account**

692468

**Customer Address**

PO BOX 218  
HIGHLAND IL 62249 USA

**Customer Phone**

618-654-9891

**Customer Fax**

**Sales Rep**

jambry@bnd.com

**Payor Customer**

HIGHLAND CITY OF

**Payor Account**

692468

**Payor Address**

PO BOX 218  
HIGHLAND IL 62249 USA

**Payor Phone**

618-654-9891

**Customer EMail**

rohren@highlandil.gov

**Order Taker**

jambry@bnd.com

**PO Number**

Notice of property lease

**Payment Method**

Invoice

**Blind Box**

**Tear Sheets**

0

**Proofs**

0

**Affidavits**

1

**Net Amount**

\$183.52

**Tax Amount**

\$0.00

**Total Amount**

\$183.52

**Payment Amount**

\$0.00

**Amount Due**

\$183.52

**Ad Order Number**

0004833422

**Order Source**

**Ordered By**

**Special Pricing**

**Invoice Text**

**Promo Type**

**Package Buy**

**Materials**

**Ad Order Information**

**Ad Number** 0004833422-01      **Ad Type** BLV-Legal Liner      **Production Method** AdBooker      **Production Notes**

**External Ad Number**      **Ad Attributes**      **Ad Released**  
No      **Pick Up**

**Ad Size** 1 X 62 li      **Color**

**Product** BLV- Belleville News-Democrat      **Placement** 0300 - Legals Classified      **Times Run** 1      **Schedule Cost** \$183.52

**Run Schedule Invoice Text** NOTICE OF LEASE (Real Property by the C      **Position** 0301 - Legals & Public Notices

**Run Dates**  
12/18/2020

**NOTICE OF LEASE**

**(Real Property by the City of Highland, Illinois)**

PLEASE TAKE NOTICE THAT the City Council for the City of Highland, Illinois, will consider during its City Council meeting held on January 4, 2021 at 7:00 p.m. at Highland City Hall, 1115 Broadway, Highland, Illinois 62249, and can be monitored virtually with comments and questions accepted prior to the meeting date and time with virtual attendance information posted in a timely manner in accordance with Illinois law, adoption of an Ordinance approving the lease of land between the City of Highland Illinois and TJO Holdings LLC, pertaining to a portion of real property, more particularly described, to wit:

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017  
ADDRESS: 911 Main Street,  
Highland, Illinois 62249

and;

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016  
ADDRESS: 913 Main Street,  
Highland, Illinois 62249

(hereinafter "Land"); and

The Land is currently owned by TJO Holdings LLC and is vacant. The City intends to acquire the Land from TJO Holdings LLC and lease an approximately 1,200 sq. ft. portion of the Land back to TJO Holdings LLC for use as an outdoor restaurant, bar service and seating area for a term of twenty (20) years.

By: /s/ Michael P. McGinley  
Sandberg Phoenix & Von Gontard P.C.  
Attorney for City of Highland



**NOTICE OF LEASE**

**(Real Property by the City of Highland, Illinois)**

PLEASE TAKE NOTICE THAT the City Council for the City of Highland, Illinois, will consider during its City Council meeting held on January 4, 2021 at 7:00 p.m. at Highland City Hall, 1115 Broadway, Highland, Illinois 62249, and can be monitored virtually with comments and questions accepted prior to the meeting date and time with virtual attendance information posted in a timely manner in accordance with Illinois law, adoption of an Ordinance approving the lease of land between the City of Highland Illinois and TJO Holdings LLC, pertaining to a portion of real property, more particularly described, to wit:

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

and;

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

(hereinafter "Land"); and

The Land is currently owned by TJO Holdings LLC and is vacant. The City intends to acquire the Land from TJO Holdings LLC and lease an approximately 1,200 sq. ft. portion of the Land back to TJO Holdings LLC for use as an outdoor restaurant, bar service and seating area for a term of twenty (20) years.

By: /s/ Michael P. McGinley  
Michael P. McGinley  
Sandberg Phoenix & Von Gontard P.C.  
*Attorney for City of Highland*



City of Highland  
Building and Zoning

April 13, 2021

To: Chris Conrad, Interim City Manager

From: Breann Speraneo, Director of Community Development

RE: Lease of Land at 911/913 Main Street

I recommend that the City Council approve an agreement to allow for TJO Holdings, LLC to sublease the 1,200 square foot patio at 911/913 Main Street to Saint Louis Brewery, LLC. This agreement also grants a first option to Saint Louis Brewery, LLC to lease the land in the event that TJO Holdings, LLC were no longer leasing the property.

The intention of this lease was to allow for a Schlafly Brewpub to lease the outdoor patio space from the City of Highland. The lease agreement for this space states that TJO Holdings, LLC must obtain written approval from the City of Highland in order to sublease the space. TJO Holdings, LLC needs to sublease to Saint Louis, Brewery, LLC in order for Schlafly Brewpub to occupy the space. This does not change the intent of the lease of land, but rather is a formality to lease to the proper entity.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING PRELIMINARY PLAT FOR CITY OF HIGHLAND  
PLAZA PARK AT 911 MAIN STREET AND 913 MAIN STREET,  
PPNs: 01-2-24-05-07-201-017, 01-2-24-05-07-201-016**

WHEREAS, the City of Highland, Madison County, Illinois (hereinafter “City” or “Owner”), 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 submitted a preliminary plat for the removal of a lot line between 911 Main Street and 913 Main Street, Highland, Madison County, Illinois, PPNs: 01-2-24-05-07-201-017, 01-2-24-05-07-201-016, in accord with the City Code of Ordinances (see Preliminary Plat attached hereto as **Exhibit A**); and

WHEREAS, the City Combined Planning and Zoning Board (“CPZB”) met at a properly noticed meeting on April 7, 2021; and

WHEREAS, a public hearing was conducted by the CPZB on Owner’s proposed Preliminary Plat (**Exhibit A**) on April 7, 2021; and

WHEREAS, at the April 7, 2021 CPZB meeting, the CPZB considered Owner’s Preliminary Plat (**Exhibit A**); and

WHEREAS, at the April 7, 2021 CPZB meeting, City Staff presented a Staff Report regarding Owner’s Preliminary Plat (**Exhibit B**); and

WHEREAS, after consideration and discussion by the CPZB, the CPZB voted unanimously to approve Owner’s Preliminary Plat (**Exhibit C**); and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to approve Owner’s Preliminary Plat (**Exhibits A, B, C**).

**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.

*Section 2.* After appropriate review and discussion, Owner's Preliminary Plat (**Exhibit A**) is approved.

*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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

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





# City of Highland

## Building and Zoning

Ex B

Meeting Date: April 7, 2021

From: Breann Speraneo, Director of Community Development

Description: Plaza Park Preliminary Plat

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### Proposal Summary

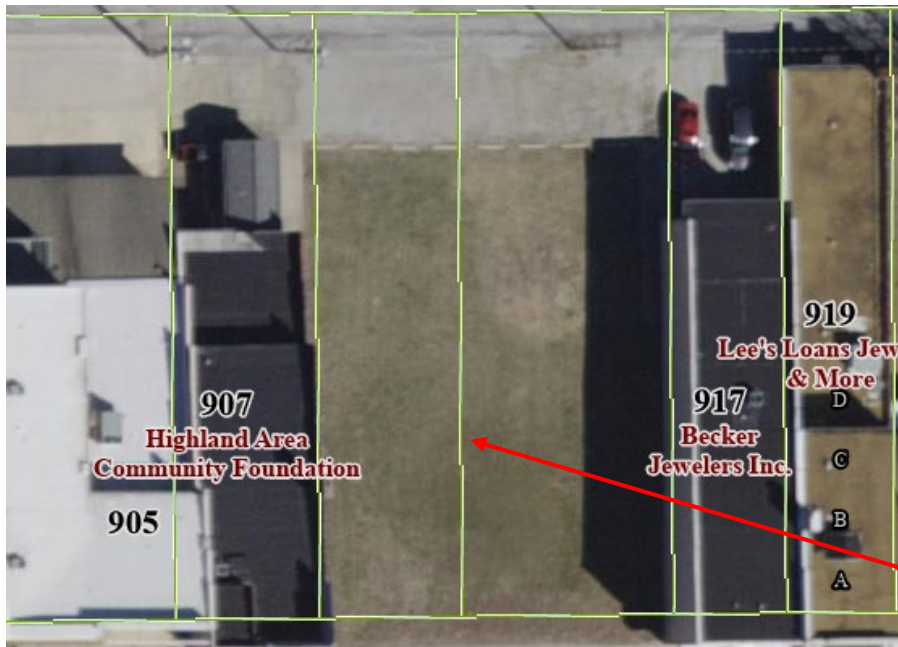
The City of Highland (1115 Broadway) is the applicant and property owner. The City is requesting approval of a preliminary plat for Plaza Park at 911 Main Street & 913 Main Street. PIN# 01-2-24-05-07-201-017, 01-2-24-05-07-201-016

### Purpose

In order to combine the two existing parcels into one lot, the subdivision process is necessary. However, this subdivision does not involve any new infrastructure. The lot combination is needed in order to center new public restrooms on the existing lot line, as no structure may be placed on a property line per the City of Highland's Code of Ordinances.

Both the Public Works and Light and Power departments have verified that all necessary utility easements are shown on the preliminary plat.

### Aerial View



Lot line to be removed



City of Highland  
Building and Zoning

Ex B

Site Photo





City of Highland  
Building and Zoning

Exhibit "C"  
Determination of Preliminary Plat Review

Date Advertised: 3/14/2021, 3/15/2021  
Public Hearing Date: 4/7/2021

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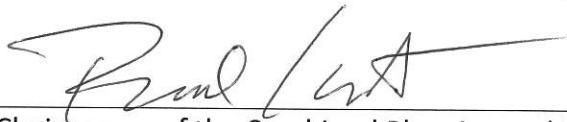
On April 7, 2021, the City of Highland Combined Planning and Zoning Board at its regular meeting approved, denied, waived, tabled a Preliminary Plat Review of the following:

**The City of Highland (1115 Broadway) is the applicant and property owner. The City is requesting approval of a preliminary plat for Plaza Park at 911 Main Street & 913 Main Street. PIN# 01-2-24-05-07-201-017, 01-2-24-05-07-201-016**

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the April 19, 2021 meeting of the City Council.

In recommending APPROVED (action) of this Subdivision Plat Review, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation and all other conditions listed for that use in other sections of these regulations. In addition, the Combined Planning and Zoning Board found that the proposed use **did/did not** provide safeguards to assure its compatibility with the surrounding area.

Conditions (if any): NONE  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Chairperson of the Combined Planning and Zoning Board

4/7/21  
\_\_\_\_\_  
Date



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE FINAL PLAT OF PLAZA PARK  
AT 911 MAIN STREET AND 913 MAIN STREET,  
PPNs: 01-2-24-05-07-201-017, 01-2-24-05-07-201-016**

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 presented a final plat for Plaza Park for approval by City Council (*see* Plaza Park final plat attached hereto as **Exhibit A**); and

WHEREAS, City has determined the final plat for Plaza Park substantially conforms to the approved preliminary plat; and

WHEREAS, City has determined the final plat for Plaza Park manifests substantial compliance with the City Code; and

WHEREAS, to the City Council’s knowledge and belief, the final plat for Plaza Park complies with all pertinent requirements of state law; and

WHEREAS, City has determined the Plaza Park final plat should be approved (*See Exhibit A*); and

WHEREAS, City has determined the Mayor and/or City Manager should be authorized and directed to execute any documents required for final platting Plaza Park.

**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 Final Plat of Plaza Park is approved (*See Exhibit A*).

*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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

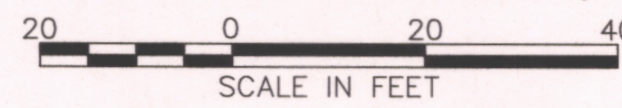
ATTEST:

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

# FINAL PLAT PLAZA PARK SUBDIVISION

A RE-SUBDIVISION OF PART OF LOTS 9 AND 10 OF BLOCK 14 IN THE ORIGINAL TOWN OF HIGHLAND, BEING PART OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS



SUBDIVISION LOCATION

### LEGEND

- MAG MAG NAIL SET
- IRON PIN FOUND
- IRON PIN SET
- IRON PIN CONCRETE MONUMENT SET
- MAG MAG NAIL FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- 35'(R) RECORD DIMENSION
- 35.00' MEASURED DIMENSION
- EX. CONCRETE SIDEWALK/SURFACE
- EX. AGGREGATE SURFACE

**BASIS OF BEARING**  
ILLINOIS STATE PLANE WEST  
ZONE GRID BEARINGS  
NAD 83



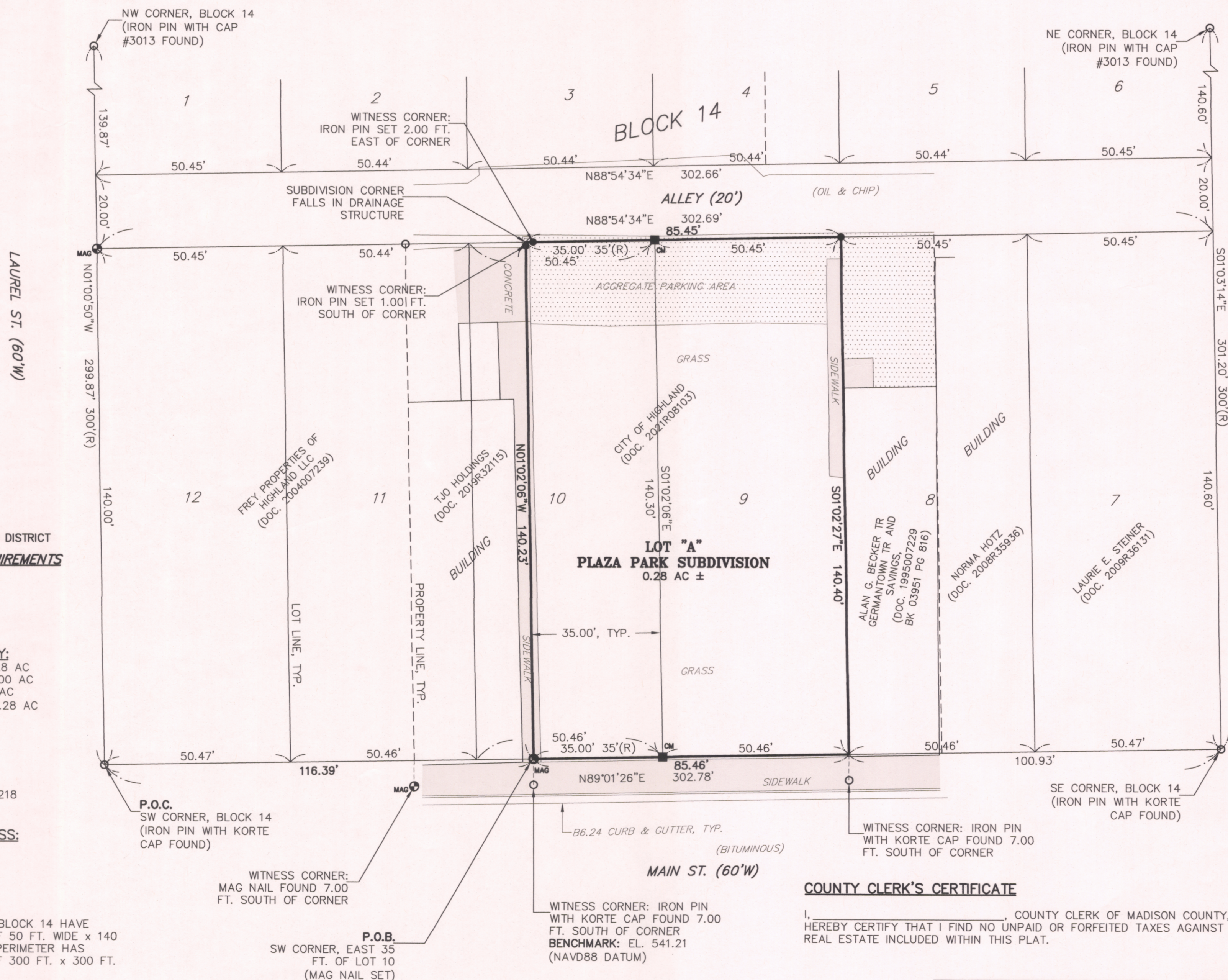
SCALE: 1" = 20'

### SUBDIVISION LEGAL DESCRIPTION

LOT 9 IN BLOCK 14 AND THE EAST 35 FEET OF LOT 10 IN BLOCK 14 IN THE ORIGINAL TOWN OF HIGHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT BOOK 4 PAGE 40 AND SUBSEQUENTLY TRANSCRIBED TO PLAT BOOK 15 PAGE 20. SITUATED IN MADISON COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN WITH CAP AT THE SOUTHWEST CORNER OF SAID BLOCK 14; THENCE NORTH 89°01'26" EAST, 116.39 FEET TO A MAG NAIL SET AT THE SOUTHWEST CORNER OF THE EAST 35 FEET OF SAID LOT 10 AND THE POINT OF BEGINNING; THENCE NORTH 01°02'06" WEST ON THE WEST LINE OF THE EAST 35 FEET OF SAID LOT 10, A DISTANCE OF 140.23 FEET TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 88°54'34" EAST ON THE NORTH LINE OF SAID LOT 10 AND LOT 9, A DISTANCE OF 85.45 FEET TO AN IRON PIN SET AT THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 01°02'27" EAST, 140.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 89°01'26" WEST ON THE SOUTH LINE OF SAID BLOCK 14, A DISTANCE OF 85.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRE, MORE OR LESS, AND SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY OF RECORD.



### ZONING

C-2 CENTRAL BUSINESS DISTRICT

### C-2 SETBACK REQUIREMENTS

- 0 FT. FRONT SETBACK
- 0 FT. SIDE SETBACK
- 6 FT. REAR SETBACK

### ACREAGE SUMMARY:

- GROSS ACREAGE = 0.28 AC
- STREET ACREAGE = 0.00 AC
- NET ACREAGE = 0.28 AC
- LOT "A" ACREAGE = 0.28 AC

### DEVELOPER:

CITY OF HIGHLAND  
1115 BROADWAY  
P.O. BOX 218  
HIGHLAND, IL 62249-0218

### SUBD. SITE ADDRESS:

913 MAIN STREET  
HIGHLAND, IL 62249

### SURVEYOR'S NOTE:

ALL PLATTED LOTS IN BLOCK 14 HAVE RECORD DIMENSIONS OF 50 FT. WIDE x 140 FT. DEEP. BLOCK 14 PERIMETER HAS RECORD DIMENSIONS OF 300 FT. x 300 FT.

### OWNER'S CERTIFICATE

WE, THE CITY OF HIGHLAND, THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HAVE CAUSED THE SAID TRACT TO BE SURVEYED AND RE-SUBDIVIDED IN THE MANNER SHOWN, AND SAID TRACT TO BE HERINAFTER KNOWN AS PLAZA PARK SUBDIVISION. ALL RIGHTS-OF WAY AND EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS. WE FURTHER STATE THAT THIS LAND IS LOCATED WITHIN THE BOUNDARY OF HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT #5.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

MAYOR KEVIN HEMANN (SEAL)

### NOTARY PUBLIC'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF MADISON )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT MAYOR KEVIN HEMANN, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT HE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS FREE VOLUNTARY ACT ON BEHALF OF THE CITY OF HIGHLAND FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE OF WAIVER OF THE RIGHT OF HOMESTEAD.

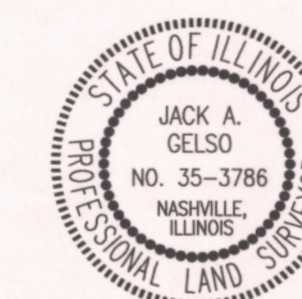
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC (SEAL)

### SURVEYOR'S CERTIFICATE

I, JACK A. GELSO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND RE-SUBDIVIDED THE ABOVE-DESCRIBED PROPERTY. I FURTHER CERTIFY THAT THE PROPERTY HEREIN DESCRIBED IS NOT WITHIN A FLOOD HAZARD AREA AS INDICATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. I FURTHER CERTIFY THAT THE TRACT SHOWN HEREIN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE, AND THAT THE TRACT IS NOT WITHIN 1 1/2 MILES OF ANY OTHER CITY, TOWN OR VILLAGE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY SAID DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE. I HEREBY CERTIFY THAT I HAVE REVIEWED THE MINED-OUT COAL AREA MAPS, AS AVAILABLE FROM THE ILLINOIS STATE GEOLOGICAL SURVEY, AND HEREBY INDICATE THAT THE SUBDIVISION PROPERTY SHOWN HEREON IS NOT WITHIN A MINED-OUT AREA. GIVEN UNDER MY HAND AND SEAL THIS 2nd DAY OF APRIL, 2021.

*Jack A. Gelsso*  
JACK A. GELSO  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3786  
(LICENSE EXPIRATION/RENEWAL DATE: 11-30-22)  
FIELD WORK COMPLETED 1-19-21.



### CERTIFICATE OF CITY COUNCIL

I, KEVIN HEMANN, MAYOR OF THE CITY OF HIGHLAND, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREIN WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT THE MEETING OF SAME HELD ON \_\_\_\_\_, 2021.

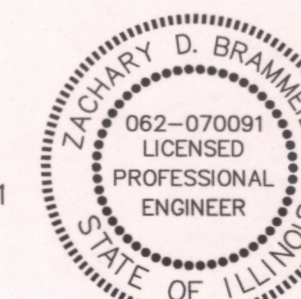
MAYOR KEVIN HEMANN CITY CLERK

### DRAINAGE CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE DEVELOPMENT OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, AND THAT SUCH SURFACE WATERS HAVE BEEN PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF DEVELOPMENT OF THIS SUBDIVISION.

MAYOR KEVIN HEMANN DATE

*Zachary D. Brammeier*  
ZACHARY D. BRAMMEIER  
ILLINOIS REGISTERED PROFESSIONAL ENGR. NO. 062-70091  
(LICENSE EXPIRATION/RENEWAL DATE: 11-30-21)



### 9-1-1 CERTIFICATE

I, *Dana Burris*, MADISON COUNTY 9-1-1 COORDINATOR DO HEREBY CERTIFY THAT THE STREET/ROAD/HIGHWAY NAMES AND NUMBERING SYSTEM ON THE ATTACHED PLAT HAVE BEEN REVIEWED AND APPROVED FOR USE.

*Dana Burris*  
9-1-1 COORDINATOR DATE 4/8/21

### COUNTY CLERK'S CERTIFICATE

I, \_\_\_\_\_, COUNTY CLERK OF MADISON COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED WITHIN THIS PLAT.

COUNTY CLERK DATE

PLAT PLOT DATE: 4-2-21

### API Survey LLC

11145 N. Mockingbird Road  
Suite A  
P.O. Box 333  
Nashville, Illinois 62263  
Ph. 618-478-9000  
Email: gary@apisurvey.com  
IDPR Design Firm License No. 184-006526

DRAWN: GSM SURVEY: MG, JS  
DWG NAME: 20-201 Final Plat JOB NO.: 2020-201



City of Highland  
Building and Zoning

April 9, 2021

To: Chris Conrad, City Manager

From: Breann Speraneo, Director of Community Development

**RE: Final Plat – Plaza Park**

I recommend approval of the final plat of Plaza Park, located at 913 Main Street. The final plat is identical to the preliminary plat given that this subdivision does not involve any new infrastructure.

The platting process is needed in order to combine the two existing lots into one lot.

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 90,  
ARTICLE III, DISTRICTS & ZONING MAP, 90-201, TABLE 3.1.A TO CORRECT A  
SCRIVENER’S ERROR**

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, through a previously approved Ordinance, City determined “Short-Term Rentals” are commonly referred to as AirBnBs, VRBOs, etc.; and

WHEREAS, through a previously approved Ordinance, City determined allowing Short-Term Rentals as a Special Use is a way to ensure that each Short-Term Rental is known by the City, registered in the Rental Program, and is submitting hotel-motel tax; and

WHEREAS, through a previously approved Ordinance, City amended Chapter 90, Article III, Section 90-201, Table 3.1.A as follows:

**Section 90-201, Table 3.1.A**

Table 3.1.A — PRINCIPAL RESIDENTIAL USES															
Use	R1A	R1B	R1 C	R1 D	R2 A	R2 B	R3	C1	C2	C3	C4	I	M	MX	Supp. Regs.
16. Special Use Permits			S	S	S	S	S		S	S					90-216

and;

WHEREAS, after codifying the amendment to Chapter 90, Article III, Section 90-201, Table 3.1.A, City determined a scrivener’s error occurred, and “Special Use Permits” had erroneously been placed where “Short Term Rentals” was intended; and

WHEREAS, City has determined the scrivener’s error can be corrected through amending Chapter 90, Article III, Section 90-201, Table 3.1.A as follows:

**Section 90-201, Table 3.1.A**

Table 3.1.A — PRINCIPAL RESIDENTIAL USES															
Use	R1A	R1B	R1 C	R1 D	R2 A	R2 B	R3	C1	C2	C3	C4	I	M	MX	Supp. Regs.
16. Short Term Rentals			S	S	S	S	S		S	S					90-216

and

WHEREAS, the City Council finds it should approve this text amendment to include Short-Term Rentals in Table 3.1.A as stated in this Ordinance.

**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 text amendment to Table 3.1.A is approved for purposes of correcting a scrivener’s error.

*Section 3.* Chapter 90, Article III, Section 90-201, Table 3.1.A shall now state:

**Section 90-201, Table 3.1.A**

Table 3.1.A — PRINCIPAL RESIDENTIAL USES															
Use	R1A	R1B	R1 C	R1 D	R2 A	R2 B	R3	C1	C2	C3	C4	I	M	MX	Supp. Regs.
16. Short Term Rentals			S	S	S	S	S		S	S					90-216

*Section 4.* 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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_ day of \_\_\_\_\_ the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County,  
Illinois

ATTEST:

---

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT FOR A PROJECT IN TIF NUMBER 1 PROJECT AREA WITH TROUW NUTRITION USA, LLC, AND OTHER ACTIONS RELATED THERETO**

**WHEREAS**, the City of Highland, Madison County, Illinois (“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**, in furtherance of development of the TIF #1 project area, Trouw Nutrition USA, LLC (“Developer”), has presented to City a proposal for redevelopment of part of the TIF #1 area, specifically: 80 Executive Drive, Highland, Illinois, 62249, PPN: 02-2-18-32-00-000-031 (“Property”); and

**WHEREAS**, within the TIF #1 area, Developer has proposed to renovate, remodel, and develop the Property, with estimated costs as follows:

1. Rehab, Remodel of Existing Building – estimated \$5,940,000;
2. Site Improvements - \$3,080,000;
3. Inspections, Legal Costs, Permits, Materials - \$3,070,000

Total Project Costs (estimate): \$12,090,000

("Project"); and

**WHEREAS**, because the Property is located in the TIF #1 District, the Project is eligible for reimbursement of certain expenditures related to the improvement and utilization of the Property, including:



1. Improvement to Matter Drive to accommodate tractor trailer trucks and heavy equipment servicing Developer's business at the Property – estimated cost \$1,020,000("Matter Drive Project");

**WHEREAS**, Developer's Project, and the Matter Drive Project, will enable Developer to retain existing staff and create opportunities for additional employment; and

**WHEREAS**, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from TIF #1; and

**WHEREAS**, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs from TIF #1, the Project is not financially feasible and the Project will not move forward; and

**WHEREAS**, Developer has agreed to complete the Project, including renovations and improvements, in accordance with the Development Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

**WHEREAS**, City agrees to reimburse Developer for certain costs incurred in implementing the Developer's Project, including:

- a. Total Estimated TIF #1 District Eligible Costs: \$12,090,000.
- b. The City will reimburse 75% of the incremental EAV generated by the development, or up to a maximum of \$1,886,387, for this Property, up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:
  - 1) The present base EAV for assessment year 2019 is \$216,760.
  - 2) The estimated EAV after redevelopment and completion of the Project is \$3,883,446.
  - 3) The estimated EAV increase is estimated to be \$297,423.23 upon completion of the Project.
  - 4) 75% of the estimated increase in EAV is \$223,067.43.
  - 5) The estimated incremental EAV available is \$223,067.43 annually for up to ten (10) years, which equals \$2,230,674.30.

- 6) However, the maximum capped incentive payout from City to Developer is \$1,886,387 according to this agreement.

(See **Exhibit A**); and

**WHEREAS**, City desires to authorize the execution of a “Development Agreement” by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the Project, and the Matter Drive Project, including remodeling and development of the Property; and

**WHEREAS**, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Development Agreement between City and Developer (*see Exhibit A*).

**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.

*Section 2.* The City of Highland hereby makes the following findings:

- a. Developer’s Project is expected to create job opportunities within City.
- b. Developer’s Project will serve to further the development of adjacent areas.
- c. Developer’s Project will strengthen the retail and commercial sectors of City.
- d. Developer’s Project will enhance the tax base of City;
- e. The Matter Drive Project is expected to create job opportunities within City;
- f. The Matter Drive Project will serve to further the development of adjacent areas;
- g. The Matter Drive Project will strengthen the retail and commercial sectors of City
- h. The Matter Drive Project will enhance the tax base of City; and
- i. The Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

**Section 3.** The Development Agreement by and between the City of Highland and Trow Nutrition USA, LLC, attached hereto as **Exhibit A**, is approved.

**Section 4.** The Mayor and/or City Manager is authorized and directed to execute the Development Agreement with Trow Nutrition USA, LLC (**Exhibit A**).

**Section 5.** This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

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

**DEVELOPMENT AGREEMENT  
TROUW NUTRITION USA, LLC  
TIF #1 PROJECT AREA**

This Development Agreement (“Agreement”) is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation (“City”), and Trouw Nutrition USA, LLC (“Developer”). City and Developer may hereinafter be referred to as the “Parties,” or individually as “Party.” This Agreement shall be effective when signed by both Parties, and when approved by the corporate authorities of the City of Highland, Illinois (the “Effective Date”):

**PREAMBLE**

**WHEREAS**, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

**WHEREAS**, Developer is the owner of 80 Executive Drive, Highland, Illinois 62249, PPN: 02-2-18-32-00-000-031 (“Property”); and

**WHEREAS**, Developer has submitted a “City of Highland – Business Assistance Application” (*See Exhibit A*); and

**WHEREAS**, Developer proposes to renovate, remodel, and develop the Property; and

**WHEREAS**, City desires to encourage Developer to renovate, remodel, and develop the Property; and

**WHEREAS**, City desires to assist Developer with costs to renovate, remodel, and develop the Property, including:

1. Rehab, Remodel of Existing Building – estimated \$5,940,000;
2. Site Improvements - \$3,080,000;
3. Inspections, Legal Costs, Permits, Materials - \$3,070,000

Total Project Costs (estimate): \$12,090,000 (“Project”); and

**WHEREAS**, the Property is located within the Tax Increment Financing (“TIF”) # 1 District; and

**WHEREAS**, because the Property is located in the TIF #1 District, the Project is eligible for reimbursement of certain expenditures related to the improvement and utilization of the Property, including:

1. Improvement to Matter Drive to accommodate tractor trailer trucks and heavy equipment servicing Developer's business at the Property – estimated cost \$1,020,000("Matter Drive Project");

**WHEREAS**, the Parties desire for City to assist in the improvements for the Project, including the Matter Drive Project under the City's grant of authority pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 through 11-74.4-11, as amended) ("TIF Act"); and

**WHEREAS**, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided pursuant to the "TIF Act" to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and

**WHEREAS**, in order to ensure the rehabilitation and improvements associated with the Project, and the Matter Drive Project are constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter into this agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

**WHEREAS**, the Project at the Property, and the Matter Drive Project will enhance property values, improve exterior aesthetics, improve the existing building, improve Matter Drive, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

**WHEREAS**, the Project at the Property and the Matter Drive Project will retain existing jobs and create new jobs within City; and

**WHEREAS**, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the payment for costs associated with the Matter Drive Project, the Project is not financially feasible and the Project will not move forward; and

**WHEREAS**, City has determined the Project, and the Matter Drive Project, are consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, rehabilitation and expansion of the Property through the use of TIF funds.

**NOW, THEREFORE**, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

**Section 2. Obligations of the Developer.** Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction, renovation, and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.
2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.
3. City shall be entitled to a comprehensive and reasonable inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
4. Developer is fully responsible for identifying and mitigating any reasonable building-related concerns with regard to asbestos, lead paint, and/ or mold in the building.
5. Developer understands and agrees all applicable City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.
6. Developer understands and agrees that the IDOT EDP grant funding request from City to help finance the Project and the Matter Drive Project is based on jobs retained and created within City. Developer and City acknowledge Developer has submitted a PRO 2100, Economic Development Program Employment Reporting – Initial Application, stating the estimated jobs retained and created as a result of the Matter Drive Project and Project.
7. Developer understands and agrees the IDOT EDP grant recipient must be in compliance with the Public Act 93-552 (Corporate Accountability for Tax Expenditures Act). Performance is measured and the sponsor is in compliance when the company which benefited from the roadway project completes their Employee Reporting Form annually for five years from the executed date of the Local Agency/IDOT Agreement. All annual progress reports can be completed

on-line through the Department of Commerce and Economic Opportunity (DCEO) which monitors the annual compliance of the job creation/retention requirement when sponsors receive EDP funding. For the purpose of EDP, companies are advised to enter into agreement with the sponsor to ensure that these reporting requirements are fulfilled. Performance is also measured when the Notice of Job Completion is given to IDOT showing the project has been finished. The employment levels committed by companies must be created and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the Department will review the project funding. If reasonable justification for non-performance of the commitments is not provided, the sponsor will be required to repay the EDP funding to the Department in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

8. Reimbursement from City according to this agreement shall be made through use of the Reimbursement Form attached hereto as **Exhibit B**.

**Section 3. Obligations of the City.** The City agrees to provide financial assistance to the Developer pursuant to the TIF Act. Funding assistance is broken down as follows:

- a. Total Estimated TIF #1 District Eligible Costs: \$12,090,000.
- b. Total Estimated Matter Drive Project Costs: \$1,020,000
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
- d. The City may reimburse 75% of the incremental EAV generated by the development, or up to a maximum of \$1,886,387 for this Property, up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:
  - 1) The present base EAV for assessment year 2019 is \$216,760.
  - 2) The estimated EAV after redevelopment and completion of the Project is \$3,883,446.
  - 3) The estimated annual incremental taxes generated is estimated to be \$297,423.23 upon completion of the Project.
  - 4) 75% of the estimated incremental taxes generated is \$223,067.43.
  - 5) The estimated annual incremental tax reimbursement is \$223,067.43 annually for up to ten (10) years, which equals \$2,230,674.30.

**6) However, the maximum capped incentive payout from City to Developer is \$1,886,387 according to this agreement based on payment of other incentives reflected in the Economic Development Agreement, and according to 65 ILCS 5/8-1-2.5.**

f. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:

- 1) Voluntary or involuntary bankruptcy of Developer;
- 2) Voluntary or involuntary closure of the business owned by Developer.
- 3) Substantial change in the nature of Developer's business without the City's written approval, not to be unreasonably withheld;
- 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval, not to be unreasonably withheld.
- 5) City's inability to use Rebuild Illinois Funds and IDOT matching funds to pay for the Matter Drive Project in the estimated amount of \$1,020,000.

**Section 4. Indemnification.** Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; or (iv) any claim brought against City arising from this Agreement and determined to be the fault of Developer. Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action in connection with the aforementioned indemnification obligations of Developer, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any action or inactions on the part of City or any of its officers, agents, employees or contractors, except to the extent that City has statutory tort immunity under Local Government and Governmental Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities,



judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

**Section 5. Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed promptly to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 6. Assignment.** This Agreement may not be assigned by Developer without prior written approval of City.

**Section 7. Partial Invalidity.** If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 8. Termination of Agreement.** Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, and City has spent any money on the Matter Drive Project (engineering fees, legal fees, construction costs, etc.), or spent any other economic development money for the Project, Developer shall reimburse City for expenses accrued at the time of the opt out for the Project and the Matter Drive Project (City shall submit all invoices for reimbursement) within sixty (60) days from the opt out date. Developer shall only be responsible for payment to City of actual City expenditures for the Matter Drive Project and Project at the time of the opt out, and as documented by City.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, due to Developer's non-performance, and if City has spent any money on the Matter Drive Project (engineering fees, legal fees, construction costs, etc.), or spent any other economic development money for the Project, Developer shall reimburse City for expenses accrued at the time of the opt out for the Project and the Matter Drive Project (City shall submit all invoices for reimbursement) within sixty (60) days from the opt out date. Developer shall only be responsible for payment to City of

actual City expenditures for the Matter Drive Project and Project at the time of the opt out, and as documented by City.

Should Developer opt out of this agreement, or should City opt out of this agreement due to Developer's failure to timely perform according to this agreement, Developer's failure to return any money spent by the City on the Matter Drive Project or the Project shall be deemed a breach of this agreement, and City reserves all rights at law and equity against Developer to recover any money spent by City on the Matter Drive Project or the Project, including costs of collection (attorneys' fees, Court costs, interest at 9% per annum).

**Section 9. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

**Section 10. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Terri Boeser, General Manager  
Trouw Nutrition USA, LLC  
115 Executive Drive  
Highland, Illinois 62249

To the City:

Attention: City Manager  
City of Highland  
PO Box 218. 1115 Broadway  
Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

\_\_\_\_\_  
Christopher Conrad, City Manager

TROUW NUTRITION USA, LLC:

\_\_\_\_\_  
Terri Boeser, General Manager

TROUW NUTRITION USA, LLC:

\_\_\_\_\_  
Bethany Schutzenhofer, FP&A Manager

**EXHIBIT A**

City of Highland – Business Assistance Application

**EXHIBIT B**

Form of Request for Reimbursement

**CITY OF HIGHLAND - BUSINESS ASSISTANCE APPLICATION**Project Name 80 Executive DrAddress of Proposed Project 80 Executive Dr. Highland, IL 62249**APPLICANT INFORMATION**Company Name Trouw Nutrition USA, LLC Office Phone (618) 654-7150Company Address 115 Executive Dr. Alt. Phone \_\_\_\_\_City State Zip Highland, IL 62249 Fax \_\_\_\_\_Contact Person / Title Terri Boeser - General ManagerEmail [Terri.Boeser@trouwnutrition.com](mailto:Terri.Boeser@trouwnutrition.com)

Type of Business:  Corporation Years in Business 18  
 Partnership  
 Sole Proprietor  
 Trust

**PROJECT COSTS****Projected Costs**

Architectural & Engineering Fees	_____
Legal & Other Professional Fees	_____
Cost of marketing the sites	_____
Purchase Land	_____
Purchase of Existing Facility	_____
Demolition Cost	_____
Site Improvements	<u>3.08 Million</u>
Rehab, remodel of existing building	<u>5.94 Million</u>
Construction of New Building(s)	_____
Contingency	_____
Working Capital (Equity)	_____
Other (Please Specify)	<u>3.07 Million</u>
Inspections, Legal Costs, Permits, Materials	_____

**TOTAL PROJECT COSTS**\$ 12,090,000

\$ Assistance Requested

\$ 2,418,000**CURRENT INFORMATION**

SALES	Current Annual Gross Sales	<u>\$ 122,151,022</u> FYE 12/31/2019
SALES TAX	Current Annual Taxable Sales for Sales Tax	<u>\$ -</u>
JOBS	Current number of full time jobs (proof from IDES)	<u>102</u> (As of 11/30/2019)
PROPERTY TAX	Attach a copy of the most current property tax bill Real Estate Taxes for the year	<u>2019</u>
	Parcel ID Number for each property within your development area	<u>02-2-18-32-00-000-031</u>
	Parcel ID Number for each property within your development area	<u></u>
	Parcel ID Number for each property within your development area	<u></u>
	Parcel ID Number for each property within your development area	<u></u>
	Parcel ID Number for each property within your development area	<u></u>
	Township (Helvetia Saline Marine)	<u>Helvetia</u>
	Fair Market Value (or Current Appraisal Value)	<u>\$ 650,350</u> Estimated
	Taxable Value	<u>\$ 216,760</u> Estimated
	Combination Tax Rate	<u>8.1115%</u>
	Total Tax	<u>\$ 17,582</u>

**ESTIMATES AFTER REDEVELOPMENT**

Acreage or total square footage of the project area	<u>31,100</u>
Square Footage of Building / Structures	<u>8,000</u>
Estimated Market Value after redevelopment	<u>\$ 11,650,350</u>
EAV after redevelopment (approx 1/3 of Market Value)	<u>\$ 3,883,446</u>
Estimated Annual Gross Sales (Includes Labor)	<u>\$ 160,000,000</u>
Estimated Annual Taxable Sales for Sales Tax	<u>\$ -</u>
Estimated Number of Newly Created Full Time Jobs	<u>7 to 10</u>
Type of Jobs (Clerical Production Sales and Service)	<u>Manufacturing, Quality, Sales</u>
Estimated Annual Salary for each newly created job	<u>\$21/hr</u>
Estimated Number of Jobs Retained - Full Time	<u>7 to 10</u>

**Please include a narrative that will address the following:**

1. Description of Business / Company

2. Project Description

- a) Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases;
- b) Evaluation of site or other constraints;
- c) Benefit or Service to the Community;

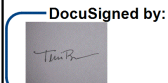
3. A request for the City's assistance with the project that specifies the type(s) of assistance needed and why it is needed.

4. Construction start date and timeline for Project Completion.

5. Applicant may need to also submit any additional information such as site plans, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

**Certification of Applicant**

The applicant certifies that it will comply with all the rules, regulations, and ordinances of the City of Highland. Applicant hereby certifies that will information contained above and in exhibits attached hereto is true to his/ her best knowledge and belief and are submitted for the purpose of obtaining financial assistance from the City of Highland, Illinois. Additional cost, above the amount of deposit, incurred by the City for outside professional review or expertise will be the responsibility of the applicant.



Signature of Applicant

Terri Boeser, General Manager

Print Name and Title

20-11-20

Date

Trouw Nutrition USA, LLC

Print Company Name

*Return application to:*

City of Highland  
 Attn: Mallord Hubbard  
 1115 Broadway, PO Box 218  
 Highland IL 62249  
 618-654-9891

**Redevelopment Agreement Exhibit B**

**Form of Request for Reimbursement**

**REQUEST FOR REIMBURSEMENT**

(DATE) \_\_\_\_\_

City of Highland  
PO Box 218  
1115 Broadway  
Highland, IL 62249

Attention: City Manager

RE: Redevelopment Agreement by and between the City of Highland, Illinois, and  
\_\_\_\_\_, (the "Developer")

Dear City Manager:

You are requested to disburse funds pursuant to the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. \_\_\_\_\_

2. PAYMENT DUE TO: \_\_\_\_\_

---

3. AMOUNT REQUESTED: \_\_\_\_\_

4. The amount to be disbursed will be based upon the Redevelopment Agreement and the availability of City funds collected which are generated from this project.

5. The undersigned certifies that:

(i) The amounts requested in 3 above were made or incurred or financed and were necessary for the development of the Project and were made or incurred in accordance therewith;

(ii) The amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for approved Project Costs;

(iii) The expenditures which are requisitioned and represent proper redevelopment project costs as described in the Redevelopment Agreement, have not been included



in any previous Request for Reimbursement. Said costs have been properly recorded on the Developer's books, with paid invoices or other evidence of payment attached for all sums for which reimbursement is requested;

(iv) The amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Redevelopment Agreement is not in excess of 20% of the total eligible Project costs actually incurred.

(v) The Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

6. Attached to this Request for Reimbursement the necessary documents itemizing the eligible costs to be reimbursed, together with copies of invoices or bills of sale covering all items for which reimbursement is being requested.

Submitted by:

\_\_\_\_\_

Name

\_\_\_\_\_

Company

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

*Office Use Only – To Be Completed by City Economic Development Department*

\*\*\*\*\*

<b>REIMBURSEMENT FOR</b>	<b>PREVIOUSLY REIMBURSED</b>	<b>THIS REIMBURSEMENT</b>	<b>TOTAL TO DATE</b>
Permits Fees			
Property Tax-Incremental EAV			
Sales Tax Rebate			
Employee Incentives			
<b>TOTAL REIMBURSEMENTS</b>			

TOTAL REIMBURSEMENT CITY RECOMMENDS \$ \_\_\_\_\_

\_\_\_\_\_

APPROVED BY  
CITY MANAGER

\_\_\_\_\_

**TIF #1 DISTRICT INCENTIVE PROGRAM FOR DEVELOPER  
Trouw Nutrition USA LLC**

All numbers are estimates. The final incentives would be based on actual numbers provided through the required documentation.

<b>\$</b>	<b>2,418,000</b>	<b>MAXIMUM TIF DISTRICT INCENTIVES</b> 20% of eligible costs = \$12,090,000 x 20% = \$2,418,000
<b>Economic Development Agreement</b>		
<b>\$</b>	<b>10,000.00</b>	<b>FEE WAIVERS</b> <i>Based on actual costs</i>
	\$ -	Commercial Remodel Permit
	\$ -	Commercial Electric Remodel Permit
	\$ -	Commercial Plumbing Permit
	\$ -	Certificate of Occupancy
	\$ -	Commercial Plan Review
<b>\$</b>	<b>11,613</b>	<b>TRANSFORMER INSTALLATION</b>
<b>\$</b>	<b>510,000</b>	<b>MATTER DRIVE IMPROVEMENT (CITY CONTRIBUTION)</b>
<b>TIF #1 Agreement</b>		
<b>\$223,067.43 / yr</b>	<b>ESTIMATED PROPERTY TAX REBATE</b>	Reimburse 75% of the City's portion of property taxes from the <u>incremental</u> EAV up to 10 years. Taxable Value for 2019 tax yr \$216,760 (3,883,446-216,760*.081115=\$297,423.23) Estimated Annual Incremental Taxes Generated (\$297,423.23*.75)=\$223,067.43

**Estimated Total property tax reimbursement shall not exceed 20% of the Total Projected Costs up to maximum \$2,418,000, less the actual costs of incentives detailed in Economic Development Property Agreement (Permit Waivers, Transformer, Road Improvement)**

**\$ 1,886,387.00 Tax Rebate over 10 years**

Encourage 20% local suppliers.

This represents a general offer. All details and offers must be approved by the City Council and an agreement must be agreed upon and signed by both parties.

Incremental - means the additional or new taxes, above the base year taxes.

**Business District**   **Economic Dev**   **TIF**

No   Yes   No

**JOB INCENTIVE - City of Highland**

Incentive per job is a one time payment based on new full-time jobs created. Jobs must remain at the Highland facility for 3 years. Incentive payment may be made after 1 year. Employee must work an average of 40 hrs per week for 52 consecutive weeks before any payment is made.

If average salary is between and this		Incentive Per Job
\$ -	\$ 20,000	\$ 2,500
\$ 20,001	\$ 40,000	\$ 5,000
\$ 40,001	\$ 60,000	\$ 7,500
\$ 60,001	or more	\$ 10,000

**MAXIMUM FUNDING**

Yes   Yes   Yes  
 Yes   Yes   No  
 Yes   Yes   Yes  
 No   Yes   No  
 No   Yes   No

Recomm 20% of City approved eligible project costs.  
 May go up to 50% if downtown area building is over 35 years old.  
 25% of City approved eligible project costs.  
 50% of City approved eligible project costs.  
 75% of City approved eligible project costs.  
 100% of City approved eligible project costs.

Yes   Yes   Yes

Pay out as long as they're in business and until the maximum funding has been reached.

**PROPERTY TAX ABATEMENT**

Yes   Yes   Yes  
 Yes   Yes   Yes  
 Yes   Yes   Yes

100% of incremental EAV for City's portion of property taxes up to 10 yrs  
 100% of incremental EAV for City's portion of property taxes up to 20 yrs  
 Both parties must agree on the base EAV at the time of the agreement.

**SALES TAX REBATE**

Yes   No   No  
 No's - Okay only if using the Econ Incentive Act - See Cabinet Gallery

Reimburse up to 100% of the incremental 1% City sales tax up to 10 yrs.

**UTILITY BILLING DISCOUNT**

Gateway  
 Tri-onics

Gave \$150,000 credit (over 4 1/2 yrs)  
 Discount of Elec and Demand consumption by 75% 1st year, 50% 2nd yr, and 25% 3rd yr.

Yes   Yes   Yes

**WAIVE FEES**

Building Permit Fees  
 Plumbing Permit  
 Electrical Permit  
 Certificate of Occupancy  
 Site Plan Review (Zoning Code Req)  
 Exterior Plan Review by others  
  
 Electric Connection Fees

Water Connection Fees  
Sewer Connection Fees

**PREFERENCE**

		Yes	Preference will be given to applicants who contribute equity of at least 15% of the total cost of the project (or provide a performance bond for the completion of the project).
		Yes	TIF projects that create jobs with wages that exceed the median income level will be favored.
na	na	Yes	"Pirating Law" - TIF law does not allow a business that is currently located outside of the boundaries of the municipality but within 10 miles of the TIF area to move into the TIF area and receive TIF incentives.
Yes			20% of purchases from local businesses
Yes			Incentive limited to business that are under-represented already in Highland. Burden of proof to show that this new business won't hurt existing business on the applicant.
Yes			If giving sales tax, property should be vacant for at least one year prior.
Yes			Preference if filling a vacant retail area within the business district or downtown area
Yes			Blighted area redo's
			Sales tax for tenants
			Business District - should be retail or hotel, producing revenue

## JOB INCENTIVE - City of Highland

No Job Incentives are available in a Business District Project.

If average salary is between		and this	Incentive Per Job
\$	-	\$ 20,000	\$ 2,500
\$	20,001	\$ 40,000	\$ 5,000
\$	40,001	\$ 60,000	\$ 7,500
\$	60,001	\$ 80,000	\$ 10,000

Incentive per job is a one time payment based on new full-time jobs created. Jobs must remain at the Highland facility for 3 years. Incentive payment may be made after 1 year.

The City earns approx \$1,500 per new job created, depending upon the dollar value of the average salaries. This includes MFT, State Income Tax, Sales Tax, Utilities, induced consumer spending, property tax, and telecom tax.



April 14, 2021

Dear Mr. Mallord Hubbard,

Trouw Nutrition USA has approval and funding to expand our facility in Highland, IL located at 80 Executive Drive.

This expansion project will increase the current footprint for specialized blending and warehousing needs. We are currently in the final stages of design and expect to begin construction in May 2021. Our target is to have the updated facility operational by the end of 2021 followed by validation at the start of 2022. Our target is to be fully operational in Q2 2022.

With this expansion, we expect to hire an additional 7 to 10 full time manufacturing positions to staff one shift in addition to the 41 positions we currently have at our other facilities in Highland. These additional positions have an expected average hourly rate of \$21/hr with the possibility of adding further shifts when the business warrants.

As discussed, with this expansion, we will have a need for road improvements on both Matter and Executive Drive to facility truck traffic and turnaround. We appreciate your continued collaboration and support as we grow.

Best Regards,

*Terri Boeser*

Terri Boeser, General Manager



# CITY OF HIGHLAND

To: Chris Conrad, City Manager  
From: Mallord Hubbard, Economic & Business Recruitment Coordinator  
CC: Mayor and City Council  
Date: April 13, 2020  
Re: Development Agreements with Trow Nutrition USA LLC

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**RECOMMENDATION:** It is the Staff and Industrial Development Commission recommendation that Council approve the attached Development Agreements with terms detailed below.

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**DISCUSSION:** Trow Nutrition USA LLC is proposing to renovate, remodel, & develop the property at 80 Executive Drive. The expansion will produce a dedicated blending facility for its companion animal food division. The property is located in TIF #1 Project Area, and is eligible for incentives providing property tax rebates. Additionally, the city will provide improvements to Matter Drive, the installation of a transformer, and waive up to \$10,000 in permits & fees as part of the attached Economic Development Agreement.

Total investment for the project is estimated to be \$12,090,000 in eligible costs. The maximum potential reimbursement for the project is the lesser of 20% of submitted TIF eligible invoices or \$2,418,000. Expenses related to services provided as part of Economic Development agreement will be subtracted from the maximum potential incentive.

Through the Economic Development Agreement, the City will make improvements to Matter Drive, with the estimated cost to be \$1,020,000. The City intends to utilize an IDOT Economic Development grant for half of

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the related expense, & use Rebuild Illinois funding for the required matching funds. Only the City's contribution of \$510,000 will be applied to the potential total incentive. The City will additionally install a 500 KVA 277/480 3 phase pad mount transformer with an estimated cost of \$11,613 and waive up to \$10,000 in permits & fees.

The TIF Agreement would reimburse 75% of the incremental EAV of property taxes, generated as a result of the project's completion. The present EAV for assessment year 2019 is \$216,760. The Developer anticipates estimated EAV after redevelopment and completion of project to be \$3,883,446. Therefore, the estimated incremental taxes generated would be \$297,423.23 annually. The estimated reimbursement would be 75% of the incremental taxes generated, or \$223,067.43 annually for 10 years, until the maximum reimbursement amount is reached. It is important to note, the estimated reimbursements are estimates only, reimbursements are solely contingent on the actual incremental EAV generated as a result of the project's completion and documented TIF eligible expenses.

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT PURSUANT  
TO 65 ILCS 5/8-1-2.5, WITH TROUW NUTRITION USA, LLC,  
AND OTHER ACTIONS RELATED THERETO**

**WHEREAS**, the City of Highland, Madison County, Illinois (“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 reimburse expenses for economic development pursuant to 65 ILCS 5/8-1-2.5, which states, in pertinent part:

Sec. 8-1-2.5. Expenses for economic development. The corporate authorities may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality.

and

**WHEREAS**, City has determined Trouw Nutrition USA, LLC (“Developer”), has presented to City a proposal for redevelopment of 80 Executive Drive, Highland, Illinois, 62249, PPN: 02-2-18-32-00-000-031 (“Property”); and

**WHEREAS**, Developer has proposed to remodel and develop the Property, with estimated costs as follows:

1. Rehab, Remodel of Existing Building – estimated \$5,940,000;
2. Site Improvements - \$3,080,000;
3. Inspections, Legal Costs, Permits, Materials - \$3,070,000

Total Project Costs (estimate): \$12,090,000

("Project"); and

**WHEREAS**, because the Property is located within City, the Project is eligible for reimbursement of certain expenditures related to the improvement and utilization of the Property pursuant to 65 ILCS 5/8-1-2.5, including:

1. Improvement to Matter Drive to accommodate tractor trailer trucks servicing Developer's business at the Property – estimated \$1,020,000

("Matter Drive Project")

**WHEREAS**, Developer's Project and the Matter Drive Project will enable Developer to retain existing staff and create opportunities for additional employment; and

**WHEREAS**, Developer's Project and the Matter Drive Project will require Developer to incur certain costs that will be eligible for reimbursement from City according to 65 ILCS 5/8-1-2.5; and

**WHEREAS**, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project and Matter Drive costs, the Project and the Matter Drive Project are not financially feasible and the Project and the Matter Drive Project will not move forward; and

**WHEREAS**, Developer has agreed to complete the Project, including construction, renovations and improvements, in accordance with the Economic Development Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

**WHEREAS**, City agrees to provide financial assistance to Developer for the Matter Drive Project as follows:

- a. Total Estimated Matter Drive Project Costs: \$1,020,000.
- b. City intends to utilize \$510,000 of Rebuild Illinois funds, and matching funds from the Illinois Department of Transportation ("IDOT") in the amount of \$510,000, for the total of \$1,020,000 needed for the Matter Drive Project.

(*See Exhibit A*); and

**WHEREAS**, City agrees to provide financial assistance to Developer by waiving City permit fees up to \$10,000 (*See Exhibit A*); and

**WHEREAS**, City agrees to provide financial assistance to Developer by purchasing and installing a 500 Kva 277/480 3 phase pad mount transformer – estimated cost \$11,613 (“Transformer”) (*See Exhibit A*); and

**WHEREAS**, City desires to authorize the execution of an Economic Development Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**; and

**WHEREAS**, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Economic Development Agreement between City and Developer (*see Exhibit A*).

**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.

*Section 2.* The City of Highland hereby makes the following findings:

- a. Developer’s Project is expected to create job opportunities within City.
- b. Developer’s Project will serve to further the development of adjacent areas.
- c. Developer’s Project will strengthen the retail commercial sector of City.
- d. Developer’s Project will enhance the tax base of City;
- e. The Matter Drive Project is expected to create job opportunities within City.
- f. The Matter Drive Project will serve to further the development of adjacent areas.
- g. The Matter Drive Project will strengthen the retail and commercial sectors of City.
- h. The Matter Drive Project will enhance the tax base of City;
- i. The Economic Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

**Section 3.** The Economic Development Agreement by and between the City of Highland and Trouw Nutrition USA, LLC, attached hereto as **Exhibit A**, is approved.

**Section 4.** The Mayor and/or City Manager is authorized and directed to execute the Economic Development Agreement with Trouw Nutrition USA, LLC (**Exhibit A**).

**Section 5.** This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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

**DEVELOPMENT AGREEMENT  
TROUW ECONOMIC DEVELOPMENT AGREEMENT  
65 ILCS 5/8-1-2.5**

This Development Agreement (“Agreement”) is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation (“City”) and Trouw Nutrition USA, LLC (“Developer”). City and Developer may hereinafter be referred to as the “Parties, or individually as “Party.” This Agreement shall be effective when signed by both Parties, and when approved by the corporate authorities of the City of Highland, Illinois (the “Effective Date”):

**PREAMBLES**

**WHEREAS**, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

**WHEREAS**, Developer is the owner of 80 Executive Drive, Highland, Illinois, 62249, PPN: 02-2-18-32-00-000-031 (“Property”); and

**WHEREAS**, Developer has submitted a “City of Highland – Business Assistance Application” (*See Exhibit A*); and

**WHEREAS**, Developer proposes to renovate, remodel, and develop the Property; and

**WHEREAS**, City wishes to encourage Developer to renovate, remodel, and develop the Property, and assist Developer with costs, including:

1. Rehab, Remodel of Existing Building – estimated \$5,940,000;
2. Site Improvements - \$3,080,000
3. Inspections, Legal Costs, Permits, Materials - \$3,070,000

Total Project Costs (estimate): \$12,090,000

(“Project”); and

**WHEREAS**, the Property is located within the corporate boundaries of City; and

**WHEREAS**, because the Property is located within City, the Project is eligible for reimbursement of certain expenditures related to the improvement and utilization of the Property pursuant to 65 ILCS 5/8-1-2.5, including:

1. Improvement to Matter Drive to accommodate tractor trailer trucks and heavy equipment servicing Developer’s business at the Property, and improvement to the Executive Drive cul-de-sac through widening and expanding the cul-de-sac to facilitate use by tractor trailer trucks and heavy

equipment servicing Developer's business at the Property – estimated cost \$1,020,000 (“Matter Drive Project”);

2. Waive City permit fees up to \$10,000;

3. Provide a 500 Kva 277/480 3 phase pad mount transformer – estimated cost \$11,613 (“Transformer”);

and

**WHEREAS**, the Parties desire for City to assist in the improvements for the Project, including the Matter Drive Project, waive up to \$10,000 of City permit fees, and provide a Transformer under the City's grant of authority pursuant to 65 ILCS 5/8-1-2.5; and

**WHEREAS**, in order to ensure that the rehabilitation and improvements associated with the Project, and the Matter Drive Project, are constructed in a manner consistent with City's applicable ordinances and regulations, and for purposes of waiving up to \$10,000 of City permit fees and providing the Transformer, City and Developer deem it in their mutual interest to enter into this Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

**WHEREAS**, the Project at the Property, and the Matter Drive Project, will enhance property values, improve exterior aesthetics, improve the existing building, improve Matter Drive, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

**WHEREAS**, the Project at the Property, and the Matter Drive Project, will retain existing jobs and create new jobs within City; and

**WHEREAS**, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the payment for costs associated with the Matter Drive Project, waiving up to \$10,000 in City permit fees, and providing the Transformer the Project is not financially feasible and the Project will not move forward; and

**WHEREAS**, City has determined the Project, and the Matter Drive Project, are consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, rehabilitation and expansion of the Property through the use of City funds pursuant to 65 ILCS 8-1-2.5.

**NOW, THEREFORE**, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

**Section 2. Obligations of the Developer.** Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovation which may be needed for both the interior and exterior construction and improvements.
2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether proposed changes will require a permit so that Developer can move forward with said work in a timely manner.
3. City shall be entitled to a comprehensive and reasonable inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
4. Developer is fully responsible for identifying and mitigating any reasonable building-related concerns with regard to asbestos, lead paint, and/ or mold in the building.
5. Developer understands and agrees all applicable City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.
6. Developer understands and agrees that the IDOT EDP grant funding request from City to help finance the Matter Drive Project is based on jobs retained and created within City. Developer and City acknowledge Developer has submitted a PRO 2100, Economic Development Program Employment Reporting – Initial Application, stating the estimated jobs retained and created as a result of the Matter Drive Project and Project.

7. Developer understands and agrees the IDOT EDP grant recipient must be in compliance with the Public Act 93-552 (Corporate Accountability for Tax Expenditures Act). Performance is measured and the sponsor is in compliance when the company which benefited from the roadway project completes their Employee Reporting Form annually for five years from the executed date of the Local Agency/IDOT Agreement. All annual progress reports can be completed on-line through the Department of Commerce and Economic Opportunity (DCEO) which monitors the annual compliance of the job creation/retention requirement when sponsors receive EDP funding. For the purpose of EDP, companies are advised to enter into agreement with the sponsor to ensure that these reporting requirements are fulfilled. Performance is also measured when the Notice of Job Completion is given to IDOT showing the project has been finished. The employment levels committed by companies must be created and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the Department will review the project funding. If reasonable justification for non-performance of the commitments is not provided, the sponsor will be required to repay the EDP funding to the Department in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

**Section 3. Obligations of the City.** The City agrees to provide financial assistance to Developer according to 65 ILCS 8-1-2.5. Funding assistance is broken down as follows:

- a. Total Estimated Matter Drive Project Costs: \$1,020,000. If requisite funding is received, City shall be responsible for all costs of the Matter Drive Project, regardless of the final cost to complete the Matter Drive Project.
- b. City intends to utilize \$510,000 of Rebuild Illinois funds, and matching funds from the Illinois Department of Transportation (“IDOT”) in the amount of \$510,000, for the estimated total of \$1,020,000 needed for the Matter Drive Project.
- c. City shall waive up to \$10,000 in City permit fees.
- d. City shall provide a Transformer – estimated cost \$11,613.
- e. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
- f. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
  - 1) Voluntary or involuntary bankruptcy of Developer.



- 2) Voluntary or involuntary closure of the business owned by Developer.
- 3) Substantial change in the nature of Developer's business without the City's written approval, not to be unreasonably withheld.
- 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval, not to be unreasonably withheld.
- 5) City's inability to use Rebuild Illinois Funds and IDOT matching funds to pay for the Matter Drive Project in the estimated amount of \$1,020,000.

**Section 4. Indemnification.** Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; or (iv) any claim brought against City arising from this Agreement and determined to be the fault of Developer. Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action in connection with the aforementioned indemnification obligations of Developer, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any action or inactions on the part of City or any of its officers, agents, employees or contractors, except to the extent that City has statutory tort immunity under Local Government and Governmental Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

**Section 5. Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed promptly to cure or remedy such default or breach as follows: (a) in the event of a

nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 6. Assignment.** This Agreement may not be assigned by Developer without prior written approval of City.

**Section 7. Partial Invalidity.** If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 8. Termination of Agreement.** Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, and City has spent any money on the Matter Drive Project (engineering fees, legal fees, construction costs, etc.), the Transformer, or spent any other economic development money for the Project, Developer shall reimburse City for expenses accrued at the time of the opt out for the Project and the Matter Drive Project (City shall submit all invoices for reimbursement) within sixty (60) days from the opt out date. Developer shall only be responsible for payment to City of actual City expenditures for the Matter Drive Project, the Transformer, and Project at the time of the opt out, and as documented by City.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement due to Developer's non-performance, and if City has spent any money on the Matter Drive Project (engineering fees, legal fees, construction costs, etc.), the Transformer, or spent any other economic development money for the Project, Developer shall reimburse City for expenses accrued at the time of the opt out for the Project and the Matter Drive Project (City shall submit all invoices for reimbursement) within sixty (60) days from the opt out date. Developer shall only be responsible for payment to City of actual City expenditures for the Matter Drive Project, the Transformer, and Project at the time of the opt out, and as documented by City.

Should Developer opt out of this agreement, or should City opt out of this agreement due to Developer's failure to timely perform according to this agreement, Developer's failure to return any money spent by the City on the Matter Drive Project, the Transformer, or the Project shall be deemed a breach of this agreement, and City reserves all rights at law and equity against Developer to recover any money spent by City on the Matter Drive

Project, the Transformer, or the Project, including costs of collection (attorneys' fees, Court costs, interest at 9% per annum).

**Section 9. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless contained in this Agreement or subsequent written amendments hereto agreed upon by both Parties.

**Section 10. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Terri Boeser, General Manager  
Trouw Nutrition USA, LLC  
115 Executive Drive  
Highland, Illinois, 62249

To the City:

Attention: City Manager  
City of Highland  
PO Box 218  
1115 Broadway  
Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

\_\_\_\_\_  
Christopher Conrad, City Manager

TROUW NUTRITION USA, LLC:

\_\_\_\_\_  
Terri Boeser, General Manager

TROUW NUTRITION USA, LLC:

\_\_\_\_\_  
Bethany Schutzenhofer, FP&A Manager

**EXHIBIT A**

City of Highland – Business Assistance Application

**CITY OF HIGHLAND - BUSINESS ASSISTANCE APPLICATION**Project Name 80 Executive DrAddress of Proposed Project 80 Executive Dr. Highland, IL 62249**APPLICANT INFORMATION**Company Name Trouw Nutrition USA, LLC Office Phone (618) 654-7150Company Address 115 Executive Dr. Alt. Phone \_\_\_\_\_City State Zip Highland, IL 62249 Fax \_\_\_\_\_Contact Person / Title Terri Boeser - General ManagerEmail [Terri.Boeser@trouwnutrition.com](mailto:Terri.Boeser@trouwnutrition.com)

Type of Business:  Corporation Years in Business 18  
 Partnership  
 Sole Proprietor  
 Trust

**PROJECT COSTS****Projected Costs**

Architectural & Engineering Fees	_____
Legal & Other Professional Fees	_____
Cost of marketing the sites	_____
Purchase Land	_____
Purchase of Existing Facility	_____
Demolition Cost	_____
Site Improvements	<u>3.08 Million</u>
Rehab, remodel of existing building	<u>5.94 Million</u>
Construction of New Building(s)	_____
Contingency	_____
Working Capital (Equity)	_____
Other (Please Specify)	<u>3.07 Million</u>
Inspections, Legal Costs, Permits, Materials	_____

**TOTAL PROJECT COSTS**\$ 12,090,000

\$ Assistance Requested

\$ 2,418,000**CURRENT INFORMATION**

SALES	Current Annual Gross Sales	<u>\$ 122,151,022</u> FYE 12/31/2019
SALES TAX	Current Annual Taxable Sales for Sales Tax	<u>\$ -</u>
JOBS	Current number of full time jobs (proof from IDES)	<u>102</u> (As of 11/30/2019)
PROPERTY TAX	Attach a copy of the most current property tax bill Real Estate Taxes for the year	<u>2019</u>
	Parcel ID Number for each property within your development area	<u>02-2-18-32-00-000-031</u>
	Parcel ID Number for each property within your development area	<u></u>
	Parcel ID Number for each property within your development area	<u></u>
	Parcel ID Number for each property within your development area	<u></u>
	Parcel ID Number for each property within your development area	<u></u>
	Township (Helvetia Saline Marine)	<u>Helvetia</u>
	Fair Market Value (or Current Appraisal Value)	<u>\$ 650,350</u> Estimated
	Taxable Value	<u>\$ 216,760</u> Estimated
	Combination Tax Rate	<u>8.1115%</u>
	Total Tax	<u>\$ 17,582</u>

**ESTIMATES AFTER REDEVELOPMENT**

Acreage or total square footage of the project area	<u>31,100</u>
Square Footage of Building / Structures	<u>8,000</u>
Estimated Market Value after redevelopment	<u>\$ 11,650,350</u>
EAV after redevelopment (approx 1/3 of Market Value)	<u>\$ 3,883,446</u>
Estimated Annual Gross Sales (Includes Labor)	<u>\$ 160,000,000</u>
Estimated Annual Taxable Sales for Sales Tax	<u>\$ -</u>
Estimated Number of Newly Created Full Time Jobs	<u>7 to 10</u>
Type of Jobs (Clerical Production Sales and Service)	<u>Manufacturing, Quality, Sales</u>
Estimated Annual Salary for each newly created job	<u>\$21/hr</u>
Estimated Number of Jobs Retained - Full Time	<u>7 to 10</u>

**Please include a narrative that will address the following:**

1. Description of Business / Company

2. Project Description

- a) Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases;
- b) Evaluation of site or other constraints;
- c) Benefit or Service to the Community;

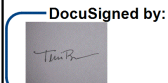
3. A request for the City's assistance with the project that specifies the type(s) of assistance needed and why it is needed.

4. Construction start date and timeline for Project Completion.

5. Applicant may need to also submit any additional information such as site plans, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

**Certification of Applicant**

The applicant certifies that it will comply with all the rules, regulations, and ordinances of the City of Highland. Applicant hereby certifies that will information contained above and in exhibits attached hereto is true to his/ her best knowledge and belief and are submitted for the purpose of obtaining financial assistance from the City of Highland, Illinois. Additional cost, above the amount of deposit, incurred by the City for outside professional review or expertise will be the responsibility of the applicant.



Signature of Applicant

Terri Boeser, General Manager

Print Name and Title

20-11-20

Date

Trouw Nutrition USA, LLC

Print Company Name

*Return application to:*

City of Highland  
 Attn: Mallord Hubbard  
 1115 Broadway, PO Box 218  
 Highland IL 62249  
 618-654-9891

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND DIRECTING APPLICATION TO THE  
2020 TRANSPORTATION ALTERNATIVES PROGRAM FOR FUNDING  
ASSISTANCE TO IMPROVE MATTER DRIVE AND EXECUTIVE DRIVE IN  
HIGHLAND, ILLINOIS TO ACCOMMODATE HEAVY EQUIPMENT AND  
TRACTOR-TRAILER TRAFFIC**

**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 proposes to apply to the Illinois Department of Transportation (“IDOT”) for assistance from the Transportation Alternatives Program for the purpose of improving Matter Drive and Executive Drive in City to accommodate heavy equipment and tractor-trailer traffic; and

**WHEREAS**, the IDOT economic development program provides state assistance for roadway improvements necessary for or expanding manufacturing companies in the State of Illinois; and

**WHEREAS**, Trouw Nutrition USA (“Trouw”) is a manufacturing company located within the corporate boundaries of City, and Trouw desires to expand its manufacturing facility and warehouse area; and

**WHEREAS**, Trouw’s expansion in City will retain existing jobs and create new jobs; and

**WHEREAS**, the improvement of Matter Drive and Executive Drive is necessary for heavy equipment and tractor-trailer traffic to be able to service Trouw’s newly expanded manufacturing and warehouse facility; and

**WHEREAS**, the proposed improvements to Matter Drive and Executive Drive will also provide improved access for heavy equipment and tractor-trailer trucks for further expansion of Trouw, and other existing or potential manufacturing facilities that may locate on Matter Drive or Executive Drive; and

**WHEREAS**, City has the financial capability to operate, maintain, and manage the completed project in a safe and attractive manner for public use; and

**WHEREAS**, City will utilize Rebuild Illinois funding for matching requirement of this IDOT economic development program; and

**WHEREAS**, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to apply for the IDOT economic development funds to help improve Matter Drive and Executive Drive to enable heavy equipment and tractor-trailer to access Trouw and other existing or potential business; and



**WHEREAS**, City has determined the City Manager and/or Mayor shall be authorized and directed to execute any documents necessary to apply for the IDOT economic development funds to help improve Matter Drive and Executive Drive.

**NOW, THEREFORE, BE IT RESOLVED**, 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.* The City of Highland shall apply to the Transportation Alternatives Program for Assistance to apply for the IDOT economic development funds to help improve Matter Drive and Executive Drive.

*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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

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



# CITY OF HIGHLAND

To: Chris Conrad, City Manager  
From: Mallord Hubbard, Economic Development Coordinator  
CC: Mayor and City Council  
Date: April 14, 2021  
Re: Approval of Grant Application for Matter Drive Improvement

---

**RECOMMENDATION:** Staff is recommending the approval of a resolution authorizing and directing an application for grant funding for improvements to Matter Dr.

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**DISCUSSION:** Staff is pursuing an Illinois Department of Transportation grant through its Economic Development Program (EDP) in order to improve Matter Dr. to accommodate tractor-trailer trucks.

The IDOT EDP provides state assistance for roadway improvements that are necessary for new or expanding manufacturing companies. The program focuses on the retention and creation of new jobs. Trouw Nutrition USA has shared preliminary information on their intention to expand its plant operations, and has shared the requisite job retention/creation information to submit for the grant.

The City will utilize Rebuild Illinois funding for the matching requirement.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING “BUSINESS DISTRICT A” COMMERCIAL BUILDING FAÇADE IMPROVEMENT PROGRAM**

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, Municipalities are authorized to create Business Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 *et seq.* (“Act”); and

WHEREAS, the Act finds and declares that:

It is essential to the economic and social welfare of each municipality that business districts be developed, redeveloped, improved, maintained and revitalized, that jobs and opportunity for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development, or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;

and

WHEREAS, the Act finds and declares powers are extended to City in a designated business district, including:

To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer;

and

WHEREAS, the Act finds and declares powers are extended to City in a designated business district, including:

To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.

WHEREAS, City has determined, on March 18, 2019, City passed an Ordinance Dissolving and Terminating Highland Business District B, and passed an Ordinance Amending Ordinance No. 2815, Establishing the Highland Business District A, Approving a Business District Plan, Authorizing the Imposition of Collection of a Sales Tax Within Such Business District, and

Approving Certain Actions in Connection with the Establishment of Such Business District (*See* Business District A as Amended attached hereto as **Exhibit A**); and

WHEREAS, City has determined the current Business District A is shown on maps contained within the current Business District A as Amended and attached hereto as **Exhibit A**; and

WHEREAS, City desires to encourage commercial building owners in Business District A to upgrade and improve the aesthetics of their existing building facades; and

WHEREAS, City has determined the “Façade Improvement Program” will provide up to 25% of the documented cost to improve the exterior façade of eligible commercial buildings in Business District A; and

WHEREAS, City has determined the maximum payment under the Façade Improvement Program, regardless of the total cost to improve the exterior façade of eligible commercial buildings in Business District A, shall not exceed \$10,000.00; and

WHEREAS, City has determined, for any applicant to be eligible for payment under the Façade Improvement Plan, the minimum total cost to improve the exterior façade of eligible commercial buildings in Business District A shall be \$10,000.00; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to allocate \$50,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to be paid out between May 1, 2021 and April 30, 2022; and

WHEREAS, City shall not award incentives under the Façade Improvement Program in an amount to exceed \$50,000 in any given year; the cap for Façade Improvement Program incentives shall be \$50,000 for each year the Program has been authorized by City; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to award incentives according to the order in which the applications were accepted by City as approved (*See* Façade Improvement Program Application attached hereto as **Exhibit B**); and

WHEREAS, City has determined incentives paid by City under the Façade Improvement Program shall include total approved costs incurred by commercial building owners, whether incurred personally or paid to third-party independent contractors, for improvements and repairs to the exterior facades of commercial buildings in Business District A; and

WHEREAS, City has determined the following improvements and repairs may be eligible for incentive payments under the Façade Improvement Program:

1. Changes to exterior wall materials/colors;
2. Addition of architectural wall panels;

3. Addition of other exterior building elements such as faux columns/beams;
4. Changes to exterior facing roof materials/colors;
5. Enhancement of doors or windows;
6. Addition of architecturally compatible awnings or shutters;
7. Façade lighting;
8. Addition of building or site signs, or sign removal;

and

WHEREAS, City has determined the following improvements and repairs may not be eligible for incentive payments under the Façade Improvement Program:

1. Working capital and/or debt refinancing;
2. Equipment/inventory acquisition;
3. Legal fees;
4. Plumbing repair/improvements;
5. HVAC repair/improvements;
6. Parking lot resurfacing;
7. Interior remodeling;
8. Roofing work;
9. Residential structures;
10. General maintenance and upkeep of buildings;

and

WHEREAS, City has determined Façade Improvement Program incentives may only be used for exterior repairs and improvements to commercial buildings with priority given to building fronts and other portions of buildings that are directly exposed to a street; and

WHEREAS, City has determined a Façade Improvement Program incentive committee shall be formed to review applications and funding requests, and other items may be considered eligible improvements under the Façade Improvement Program at the sole discretion City; and

WHEREAS, City has determined no payments shall be made to any applicant under the City Façade Improvement Program unless and until all information requested by City is submitted by applicant and approved by City as eligible project costs; and

WHEREAS, City, at its sole discretion, shall determine what information shall be required for incentive reimbursement under the City Façade Improvement Program; and

WHEREAS, City, at its sole discretion, shall determine what, if any, costs shall be reimbursed by City under the City Façade Improvement Program; and

WHEREAS, City has determined only completed applications that include all required documents and information will be accepted, estimates provided in applications are for budgeting purposes only, and reimbursements will not exceed any estimate and will be based solely on

submitted receipts approved by City as eligible for reimbursement under the Façade Improvement Program; and

WHEREAS, City has determined requirements for incentive payments under the Façade Improvement Program include:

1. Improvements must meet all applicable City Code, including for properties in the C-2 zoning district, as outlined in Section 90-239 of the Municipal Code;
2. Improvements must be eligible under the provisions of the Façade Improvement Program;

and

WHEREAS, City has determined the approval process under the Façade Improvement Program shall be as follows:

1. the Economic Development Coordinator will review Façade Improvement Program applications for completeness and program eligibility;
2. Once reviewed and deemed complete and eligible, the Economic Development Coordinator shall forward applications and recommendations to the Façade Improvement Program review committee for consideration;
3. Once approved by the Façade Improvement Program incentive committee, the recommendation for incentive payment shall be sent to the City Council for final approval under the Façade Improvement Program;

and

WHEREAS, if incentive funding is approved by City Council under the Façade Improvement Program, the applicant shall enter an Agreement with the City (See Façade Improvement Program Agreement attached hereto as **Exhibit C**); and

WHEREAS, City has determined the requirements to receive incentive payments from the Façade Improvement Plan after approval by City Council are:

1. Applicant must enter the Façade Improvement Program Agreement;
2. The façade repair and/or improvement must commence within 90 days of approval;
3. Façade Improvement Program incentive payments shall only be disseminated once the authorized façade construction has been completed and verified by the City, and receipts have been submitted, verified, and approved by City;

4. Façade Improvement Program incentive payments may be disseminated to the applicant within 45 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline;
5. All Façade Improvement Program applications must be approved by City Council before the commencement of the façade improvement to be eligible for the incentive payment;
6. All work is subject to prevailing wage requirements. Applicant must demonstrate compliance with this requirement.

and

WHEREAS, City has determined any applicant that is awarded an incentive payment under the Façade Improvement Program shall not be eligible to receive another Façade Improvement Program payment for five (5) years from the date of payment by City; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to enact the Façade Improvement Program as stated herein and according to the Façade Improvement Program Application (**Exhibit B**) and the Façade Improvement Program Agreement (**Exhibit C**); and

WHEREAS, City has determined the City Manager and/or Mayor shall be authorized and directed to execute any document required to enact the Façade Improvement Program as stated herein and according to the Façade Improvement Program Application (**Exhibit B**) and the Façade Improvement Program Agreement (**Exhibit C**).

**NOW, THEREFORE, BE IT ORDAINED, 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 Façade Improvement Program, as stated herein and according to the Façade Improvement Program Application (**Exhibit A**) and the Façade Improvement Program Agreement (**Exhibit B**), is approved.

*Section 3.* 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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

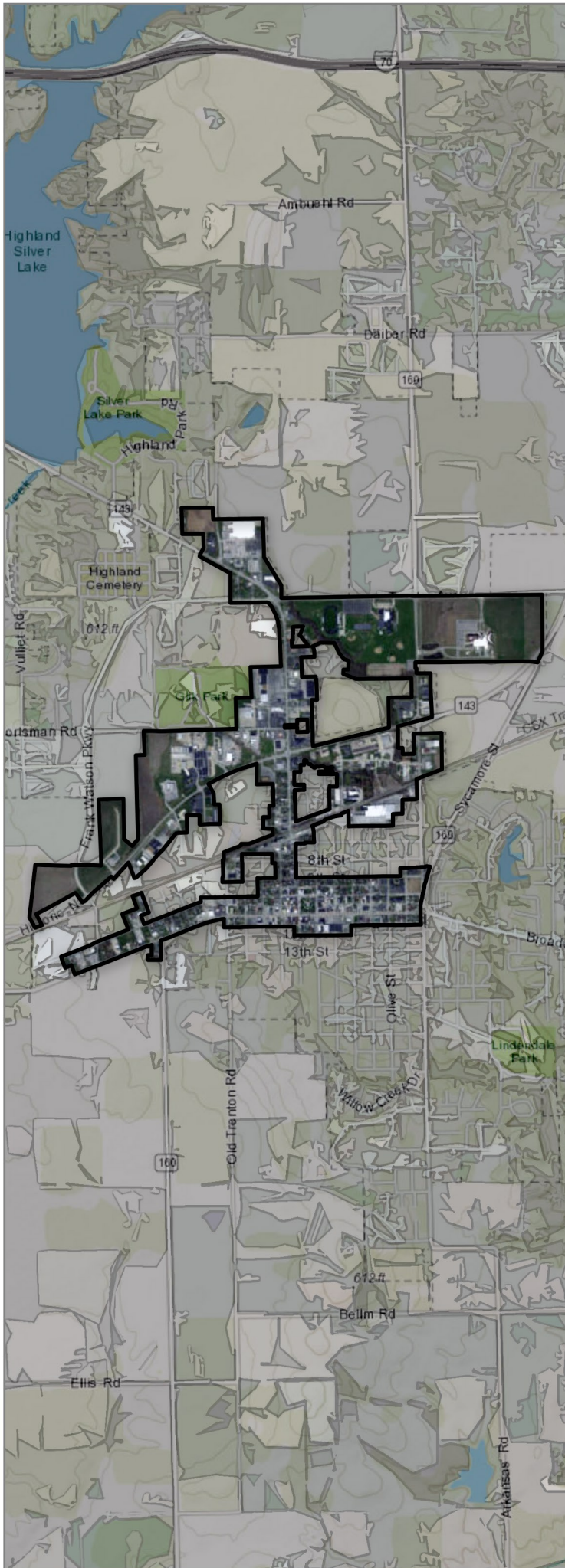
Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

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





# BUSINESS DISTRICT A AS AMENDED

## BUSINESS DISTRICT REDEVELOPMENT PLAN & PROJECT

February 4, 2019

The City of  
**HIGHLAND, IL**



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## **SECTION I. INTRODUCTION**

Municipalities are authorized to create Business Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the “Act”). The Act sets forth the requirements and procedures for establishing a Business District and a Business District Plan. Additionally, this portion of the Act has provisions for amending a redevelopment plan and project.

On September 18, 2017, the City of Highland (the “City”) passed Ordinances adopting and establishing the Business District A Redevelopment Plan (the “Original Plan”) and Redevelopment Project Area (the “Original Area”). On February 4, 2019, the City passed an Ordinance establishing a Public Hearing Date to give notice of the City’s intent to amend that Original Plan to provide for the inclusion of additional parcels of property. Such action was deemed desirable as part of the City’s continuous effort to maximize the potential of the Business District. The proposed Area to be added through amendment (the “Amended Area”), as well as the Original Area, can be seen in Exhibit A. The Boundary Map for the Amended Area as a whole is shown in Exhibit B.

This Amended Business District Redevelopment Plan (the “Amended Plan”) includes the following:

### **II-A. Blight Analysis of Amended Area**

- A. Introduction
- B. Statutory Qualifications
- C. Investigation and Analysis of Blighting Conditions
- D. The Proposed Amended District
- E. Review of Findings & Qualifications of the Amended District
- F. Qualification Summary & Findings




### **II-B. Amended Business District Redevelopment Plan**

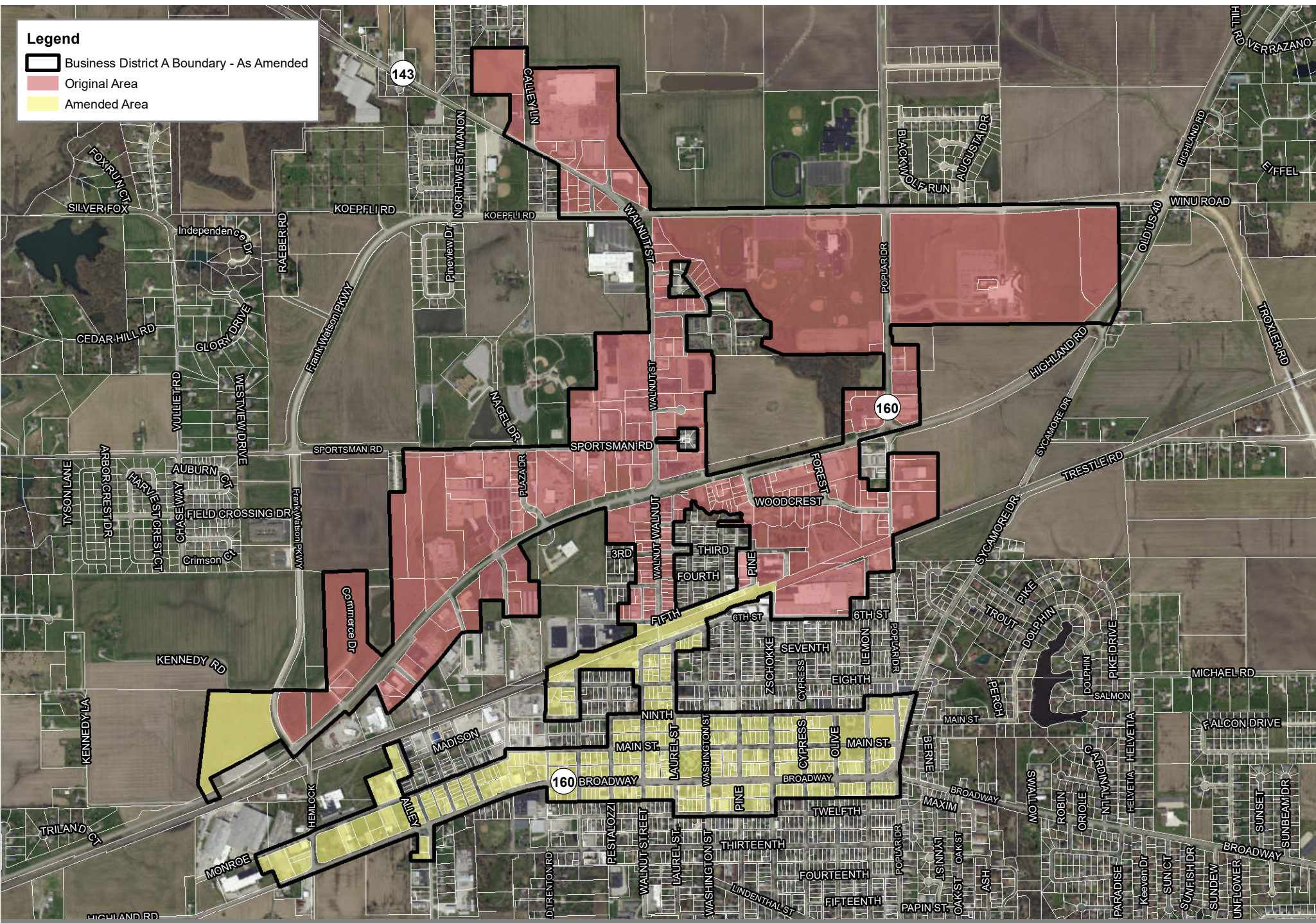
- A. Objectives
- B. Policies
- C. Components of the Business District Plan

### **III-C. Findings and Completion of Obligations**

- A. Formal Findings
- B. Completion of Business District Projects/Retirement of Obligations


**Legend**

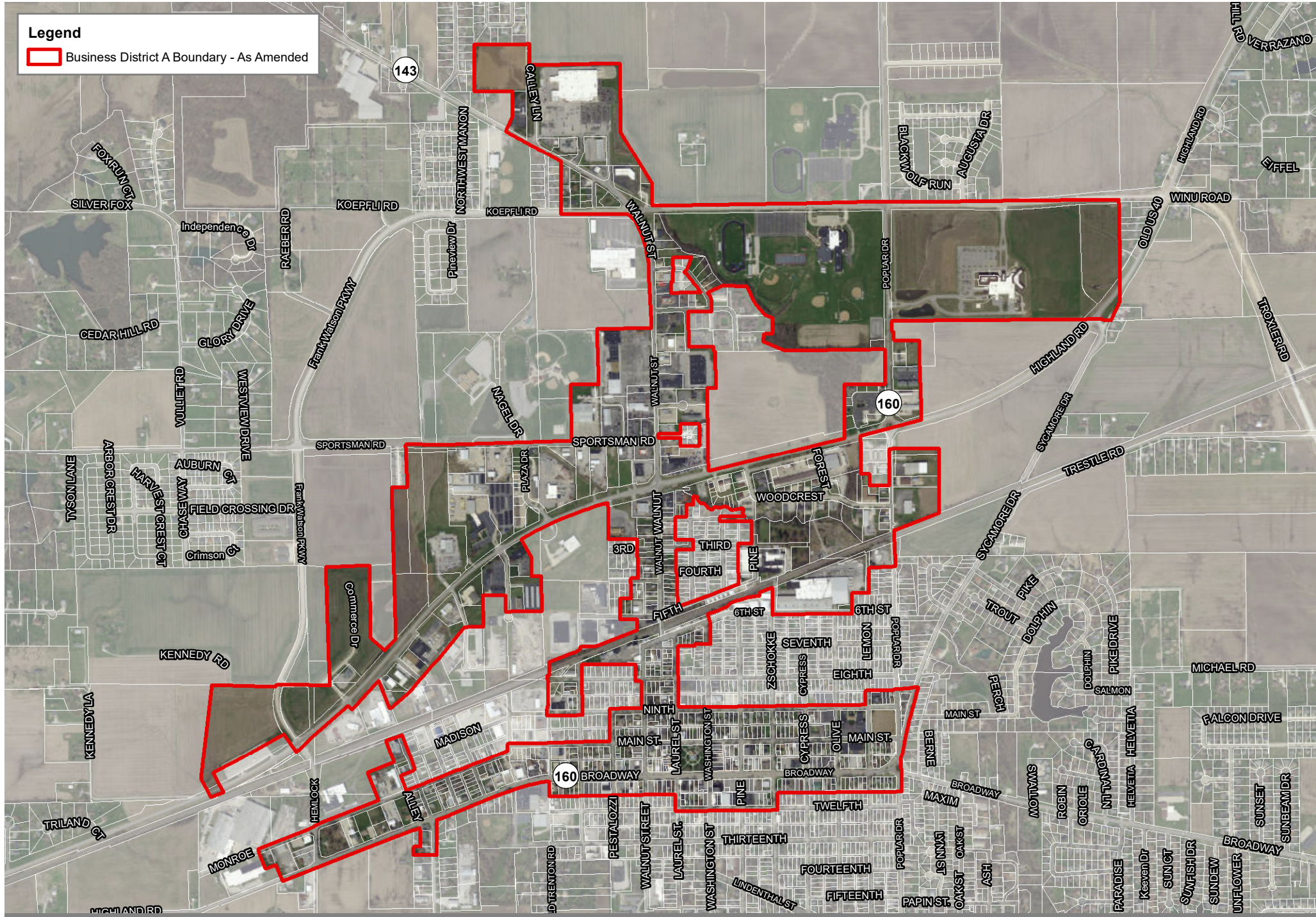
-  Business District A Boundary - As Amended
-  Original Area
-  Amended Area



**EXHIBIT A - AMENDED AREA**  
**BUSINESS DISTRICT A - AS AMENDED**  
 Highland, IL



**Legend**  
 Business District A Boundary - As Amended



**EXHIBIT B - BOUNDARY MAP**  
**BUSINESS DISTRICT A - AS AMENDED**  
 Highland, IL



## SECTION II. AMENDMENT TO BUSINESS DISTRICT REDEVELOPMENT PLAN

Business Districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 “the Act”. The Act finds and declares that:

- *It is essential to the economic and social welfare of each municipality that business districts be developed, redeveloped, improved, maintained and revitalized, that jobs and opportunity for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development, or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;*
- *It is further found and determined that as a result of economic conditions unfavorable to the creation, development, improvement, maintenance, and redevelopment of certain business and commercial areas within municipalities opportunities for private investment and sound and stable commercial growth have been and will continue to be negatively impacted and business and commercial areas within many municipalities have deteriorated and will continue to deteriorate, thereby causing a serious menace to the health, safety, morals, and general welfare of the people of the entire State, unemployment, a decline in tax revenues, excessive and disproportionate expenditure of public funds, inadequate public and private investment, the unmarketability of property, and the growth of delinquencies of crime.*
- *In order to reduce threats to and to promote and protect the health, safety, morals, and welfare of the public and to provide incentives which will create employment and job opportunities, will retain commercial businesses in the State and related job opportunities and will eradicate blighting conditions if blighting conditions are present, and for the relief of unemployment and the maintenance of existing levels of employment, it is essential that plans for business districts be created and implemented and that business districts be created, developed, improved, maintained, and redeveloped.*
- *The creation, development, improvement, maintenance, and redevelopment of business districts will stimulate economic activity in the State, create and maintain jobs, increase tax revenues, encourage the creation of new and lasting infrastructure, other improvements, and facilities, and cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services and increase the general tax base, including, but not limited to, increased retail sales, hotel or restaurant sales, manufacturing sales, or entertainment industry sales, thereby increasing employment and economic growth.*
- *It is hereby declared to be the policy of the State, in the interest of promoting the health, safety, morals, and general welfare of all the people of the State, to provide incentives which will create new job opportunities and retain existing commercial businesses within the State and related job opportunities, and it is further determined and declared that the relief of conditions of unemployment, the maintenance of existing levels of employment, the creation of new job opportunities, the retention of existing commercial businesses, the increase of industry and commerce within the State, the reduction of the evils attendant upon unemployment, and the increase and maintenance of the tax base of the State and its political subdivisions are public purposes and for the public safety, benefit, and welfare of the residents of this State.*
- *The exercise of the powers provided in this Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within business districts, municipalities, and the State and its political subdivisions, the creation of employment, and the eradication of blight, if present within the business district, and the use of such powers for the creation, development, improvement, maintenance, and redevelopment of business districts of a municipality is hereby declared to be for the public safety, benefit, and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.*

- The Act is intended to be used by municipalities to address and eradicate problems that cause areas to qualify as “blighted”, and to carry out development and redevelopment projects that serve this end.

The Act allows a municipality to accomplish development, redevelopment and rehabilitation activities on a locally-controlled basis. Development, redevelopment and rehabilitation within a designated District will maintain existing taxes from sales within the District and, thus, maintain existing tax revenues and create new tax revenues which will be used to improve the District. These tax revenues can be used to finance certain “Business District Costs” as identified within the Act.

The statute allows the corporate authorities to designate an area of the municipality as a business district after a public hearing. Powers extended to the corporate authorities in a designated business district include the following:

- *To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection (11)) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.*
- *Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the municipality in connection therewith. To acquire property by eminent domain in accordance with the Eminent Domain Act.*
- *To clear any area within a Business District by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.*
- *To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.*
- *To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.*
- *To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.*
- *To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.*

- *To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.*
- *Utilize up to 1% of the revenue from a business district retailers' occupation tax and service occupation tax imposed under paragraph (10) and a hotel operators' occupation tax under paragraph (11) of Section 11-74.3-3 in connection with one business district for eligible costs in another business district that is: (A) contiguous to the business district from which the revenues are received; (B) separated only by a public right of way from the business district from which the revenues are received; or (C) separated only by forest preserve property from the business district from which the revenues are received if the closest boundaries of the business districts that are separated by the forest preserve property are less than one mile apart.*
- *To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a hotel operators' occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.*

The Act specifies that before a municipality can designate a District which imposes a retailers' occupation tax and create a Plan for such a District, the municipality must find that the District is "blighted", as that term is defined in the Act.

The Act also requires that any Plan adopted by a municipality include:

- A specific description of the District boundaries and map;
- A general description of each project proposed to be undertaken within the District including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed business district;
- The name of the proposed District;
- The estimated business district project costs;
- Anticipated source of funds to pay District project costs;
- Anticipated type and terms of any obligations to be issued; and
- The retailers' occupation tax and service occupation tax, if any, and the rate of such taxes and the period of time for which the tax shall be imposed.



## **SECTION II-A. BLIGHT ANALYSIS OF AMENDED AREA**

### **A. Introduction**

Municipalities are authorized to create business districts by the Illinois Municipal Code (65 ILCS 5/11-74.3 et seq. - the “Act”). The Act sets forth the requirements and procedures for establishing a business district and a business district plan, as well as for amending such districts and plans. The City has deemed such action desirable in order to maximize the potential of the existing Business District program.

The criteria and individual factors that were utilized in conducting the evaluation of the conditions in the Proposed Amended District Area (the “Amended District”) are outlined on the following pages.

### **B. Statutory Qualifications**

The definitions for qualifying the Amended District as “blighted” are defined in the Act as follows:

"Blighted area" means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.

### **C. Investigation and Analysis of Blighting Conditions**

In determining whether or not the Amended Area meets the eligibility requirements of the Act, various methods of research and field surveys were utilized. These included:

- On-site field examination of conditions in the District by experienced staff of Moran Economic Development. These personnel are trained in techniques and procedures of determining conditions of local properties, utilities, streets, etc., and determination of eligibility of areas for business district designation.
- Research of documentation and property records made available through the Madison County Supervisor of Assessments.
- Interviews with City engineers on the existing conditions of the utilities and infrastructure in the Area.
- Review of the findings and determinations established by the Act in creating business districts. These findings include:
  - That it may be considered essential to the economic or social welfare of the municipality that business districts be maintained and revitalized by assuring opportunities for development or redevelopment and attracting sound and stable business and commercial growth.
  - That such a result should conform to the comprehensive plan of the municipality and a specific plan for business districts officially approved by the corporate authorities of the municipality after the public hearing.
  - That the exercise of the powers provided in Section 11 74.3 1 (of the Act) is dedicated to the promotion of the public interest and to the enhancement of the tax base of business districts, and the use of such powers for the development and redevelopment of business districts of a municipality is hereby declared to be a public use essential to the public interest.

The Act specifies that certain requirements must be met before a municipality can proceed with implementing business district development and redevelopment projects and imposing the retailers' occupation tax, service occupation tax, and hotel operators' occupation tax. One of these is that the municipality must demonstrate that the area to be added to the District qualifies as eligible for business district designation.

### **D. The Proposed Amended Area**

The proposed area for inclusion through amendment to the Highland Business District A (the “District”) encompasses 402 parcels of property and rights-of-way in the City. Generally, the Amended Area includes the east-west downtown corridor of the City. Beginning at the eastern portion of the boundary

the Amended Area takes in parcels adjacent to Poplar Street and continues west, taking in property south of Ninth Street and north of Twelfth Street. At Laurel Street the Amended Area takes in properties north to the railroad and west to Walnut Street. West of Walnut Street the Amended Area continues to Chestnut Street and then southwest to take in properties between Highland Road and Monroe Street. The Amended Area takes in parcels just east of Hemlock Street, which make up the southwestern portion of the boundary. North of US-40 a parcel west of Frank Watson Parkway is also taken in, which makes up the westernmost portion of the Amended Area. The original Business District Boundary Area, as well as the Amended Area is shown in the attached Exhibit A, and the Amended Business District Boundary Map as Exhibit B. The existing land use in the Amended District is attached as Exhibit C.

#### **E. Review of Findings & Qualifications of the Amended Area**

In order to impose the retailers' occupation tax and service occupation tax, the corporate authorities of the municipality shall make a formal finding that the Amended Area is a "Blighted Area", as defined in the Act. The following is a review of the findings:

- **Deterioration of Site Improvements**

The majority of the Amended Area exhibits deteriorated site improvements in some form, which can be classified as either structural or surface improvements. Approximately 68% of the 464 structures in the Amended Area show some sort of notable defects in the structural components, which were common in foundations, exterior walls, roofs, doors, windows, gutters, downspouts, siding, and other fascia materials. The Amended Area encompasses the older portion of the City, and as such many of the deterioration present in the structures can be attributed to general age.

Additionally 66% of the parcels exhibit deteriorated surface improvements. Common forms of this type of deterioration found were cracking sidewalks, unkempt gravel areas, cracked and deteriorated roadway surfacing, potholes, crumbling asphalt, and grass or weed growth in some of the surface improvements. In other portions of the proposed district parking lots, entry ways, alleyways, and driveways lack proper pavement and exhibit clear signs of deterioration. Similarly to the structural deterioration much of the surface deterioration can be attributed to general age, as over time vehicular wear and exposure to the elements degrades the improvements. This is especially true in northern and western portions of the area.

In addition to the structural and surface deterioration, deteriorated utilities exist in one form or another throughout the area. Conversations with City officials and utility experts have confirmed that much of the water and sewer piping in the Amended Area is antiquated. Portions of the system serving the main thoroughfares date back to the 1920's, with cast iron lines that are considerably outdated due to their susceptibility to breakage. In addition to the outdated lines some of the mains in the Amended Area are undersized, and in combination these two factors could lead to fire suppression issues, which are detailed further below.

- **Existence of Conditions Which Threaten Property by Fire**

The aged and deteriorated utilities in the Amended Area could potentially limit fire suppression. Additionally the undersized mains may be inadequate for sufficient fire flows. These problems become more threatening in the older portion of the Amended Area where there are examples of excessive land coverage and overcrowding of structures. These conditions are representative of the over-intensive use of property and the crowding of buildings and accessory facilities onto a site, such as the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. These issues are further discussed below as they relate to the improper subdivision or obsolete platting, but they also contribute to the conditions which threaten property by fire in that it creates an increased threat of the spread of fire due to the close proximity of buildings.

- **Improper Subdivision or Obsolete Platting**

Many of the parcels within the Amended Area are characterized by improper subdivision or obsolete platting. The existing platting does not meet the needs of the contemporary commercial users, as described below:

A number of the uses in the Amended Area have changed over time, and consequently the manner in which they were platted makes little sense for their current use and would hamper future land use. These parcels contribute to parking issues and are an inefficient use of land and represent improper subdivision and obsolete platting.

In addition, numerous parcels especially in the north and western area are narrow with configurations of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and parking/loading requirements. These parcels do not allow for sufficient access to and frontage along the nearest rights-of-way.

Further, there are several parcels which remain vacant due to a combination of odd shape, inadequate drainage, and lack of adequate access to, or visibility from the street. These parcels are, or will likely become, usable and begin to contribute to the City's tax base upon the redevelopment of all or a portion of the Amended Area.

Lastly, the improper subdivision or obsolete platting is evidenced by the overcrowding of structures and excessive land coverage detailed prior, which in turn contributes to other blighting factors in the Amended Area.

The Amended Area, by reason of a predominance of the deterioration of site improvements, existence of conditions which threaten property by fire, and improper subdivision or obsolete platting constitutes an economic and social liability to the City. Additionally, a menace to the public health, safety, morals, or welfare is present because of the existing conditions in the Amended Area.

The presence of deteriorated conditions can create a perception of an area in decline, where investment or reinvestment is not occurring. The Amended Area consists of the City's older downtown commercial area and some of the older residential blocks. When reinvestment does not occur in aging properties then the structural and surface improvements decline, and in turn property values decrease. This is notable in the vast majority of the parcels in the Amended Area, and contributes to the economic liability of the Area as a whole. This liability can be analyzed in terms of the relative equalized assessed valuation (EAV) growth rate of the Proposed Amended District compared to the balance of the City, which is the City's EAV minus the EAV of the Amended Business District properties. This comparison is illustrated in Table A.

TABLE A – AMENDED AREA EAV GROWTH RATES

YEAR	HIGHLAND <sup>1</sup>	BUSINESS DISTRICT <sup>2</sup>	% CHANGE	BALANCE <sup>3</sup>	% CHANGE
2016	\$186,123,330	\$14,707,190	<b>0.28%</b>	\$171,416,140	1.96%
2015	\$182,790,762	\$14,666,590	<b>-0.44%</b>	\$168,124,172	-0.05%
2014	\$182,931,002	\$14,731,020	<b>0.70%</b>	\$168,199,982	2.38%
2013	\$178,912,610	\$14,629,310	<b>-3.68%</b>	\$164,283,300	-2.15%
2012	\$183,079,397	\$15,187,750	<b>-1.15%</b>	\$167,891,647	-0.77%
2011	\$184,554,189	\$15,364,120	-	\$169,190,069	-

<sup>1</sup>Total City Equalized Assessed Value (EAV). Source: Madison County Clerk

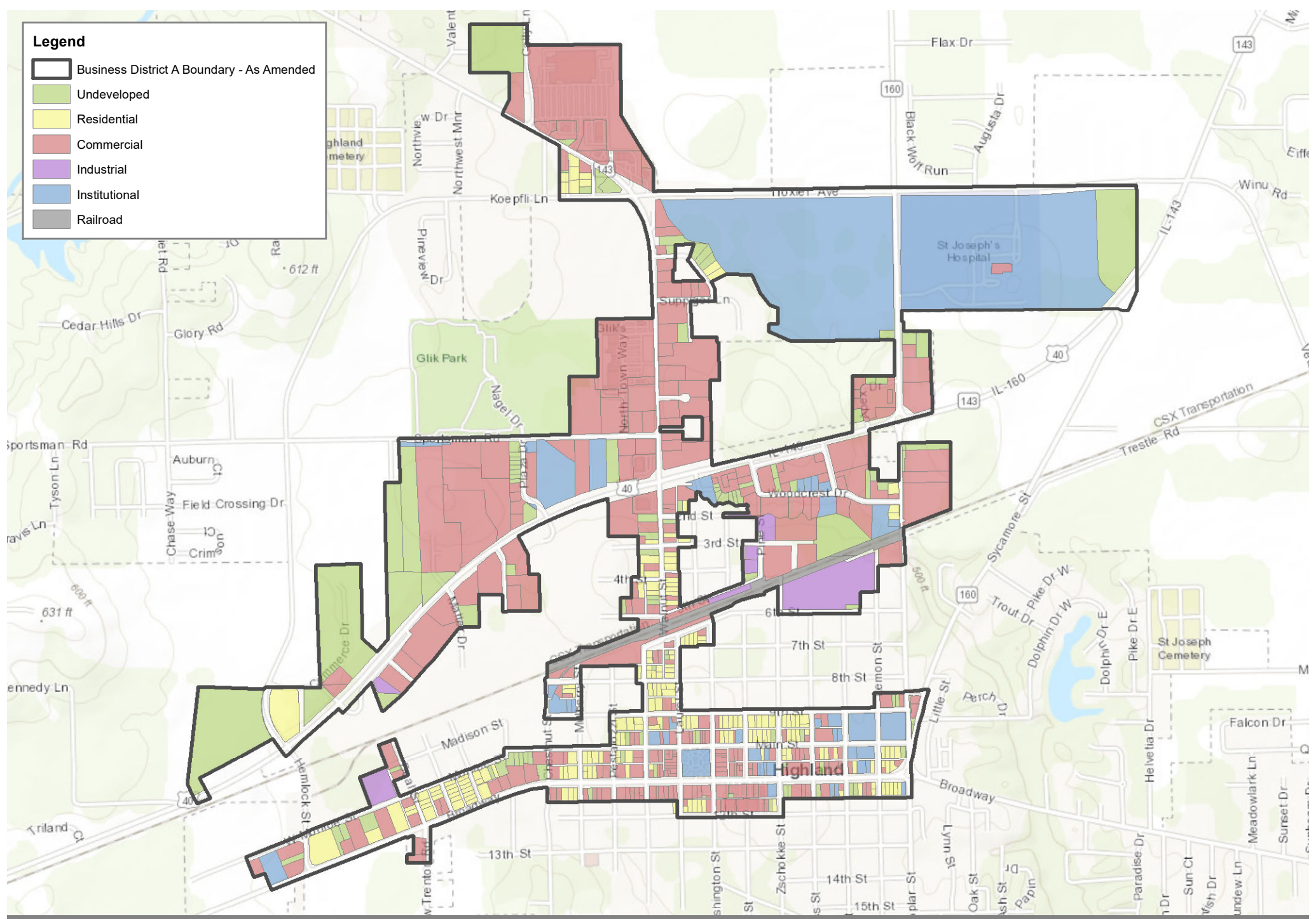
<sup>2</sup>Total EAV of the Parcels in the Amended Area. Source: Madison County Supervisor of Assessments

<sup>3</sup>Total City EAV Minus the EAV of the Parcels in the Amended Area

From 2011-2016 the properties in the Amended Area had lower annual EAV growth rates than the balance of the City. Additionally, the properties in the Amended Area had several years of negative EAV growth, averaging a loss of 0.86% annually. Of the 402 parcels in the Area, 368 (92%) have lost value since 2011. This predominance of a lack of economic growth is illustrated in Exhibit D. This is evidence that the properties in the District are not only failing to maintain comparable growth rates to the balance of

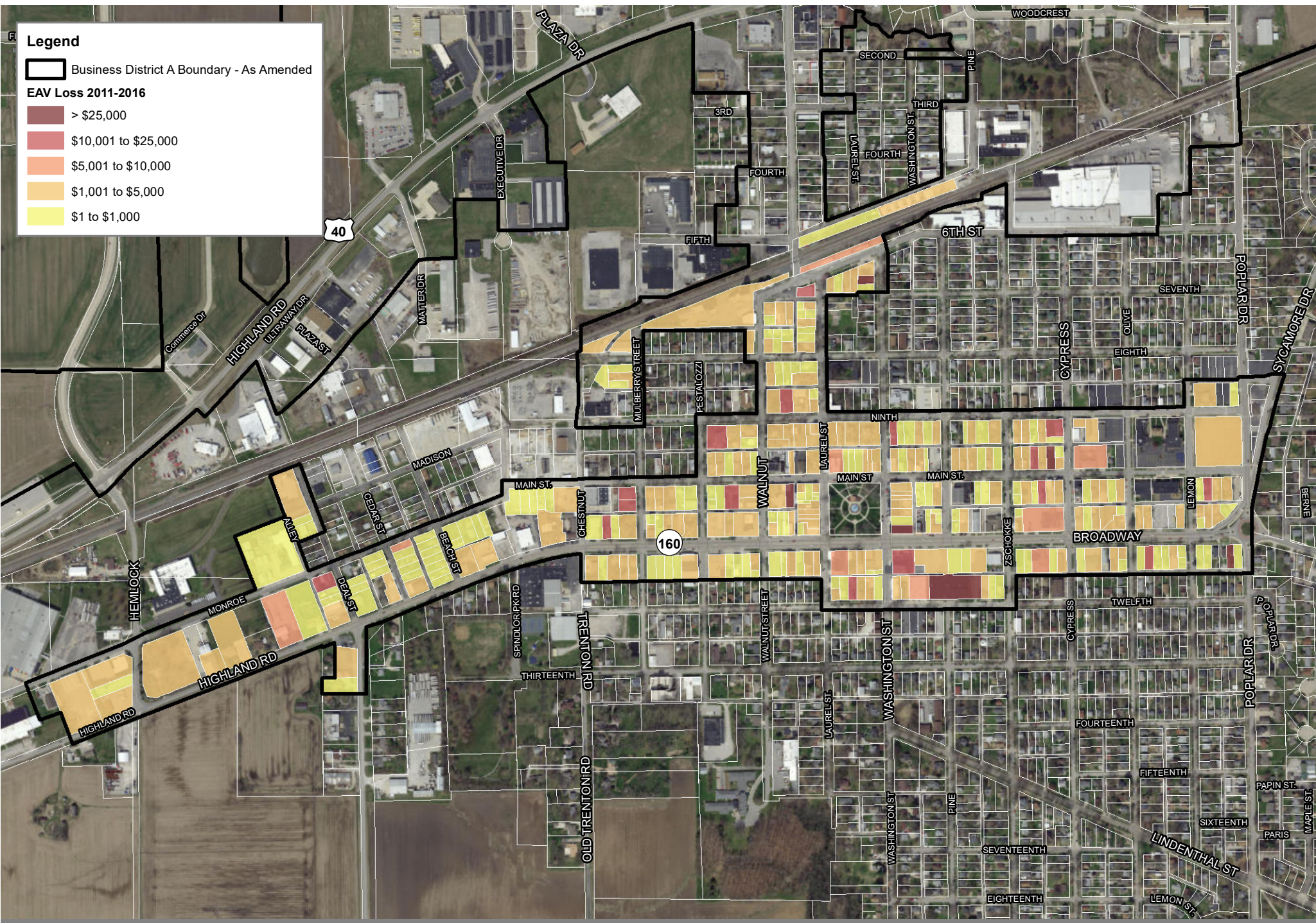
**Legend**

- Business District A Boundary - As Amended
- Undeveloped
- Residential
- Commercial
- Industrial
- Institutional
- Railroad



**EXHIBIT C - EXISTING LAND USE**  
**BUSINESS DISTRICT A - AS AMENDED**  
 Highland, IL





**EXHIBIT D - EAV LOSS**  
**BUSINESS DISTRICT A - AS AMENDED**  
 Highland, IL



the City, but also that they are declining in value. As such, the properties pose as an economic liability to the City.

The social liability can be assessed in terms of the loss of property tax revenues which provide for essential services to City residents, particularly police, fire, and emergency services. The Highland Police, Fire, and EMS departments are facing financial challenges and require additional support to maintain current levels of service going forward. The properties in the Amended Area that have declined in value since 2011, as shown in Exhibit D, combine to total over \$1M in lost EAV over this time period. This equates to lost tax revenues which are used to fund essential services for the public. As such, the Amended Area poses a social liability to the City.

The blighting conditions in the Amended Area, in combination, create a menace to the public health, safety, and welfare. This is largely represented by the social liability discussed prior, but the fact that the properties in the District are declining in value creates a liability to those services funded by the associated tax revenues. When the services are police, fire, and EMS, then there are conditions present which create a menace to public health, safety, and welfare. Additionally, failures in the aged and deteriorated utilities could lead to fire protection issues.

#### **F. Qualification Summary & Findings**

The Amended Area is found to be eligible as “blighted” due to the presence conditions representative of those outlined in the Act. These include:

- Unsanitary or Unsafe Conditions
- Deterioration of Site Improvements
- Existence of Conditions Which Endanger Property
- Improper Subdivision or Obsolete Platting

The prior factors, in combination, contribute to the Amended Area being an economic liability to the City, as well as contribute to the economic underutilization of the area. These factors also create a potential menace to the public health, safety, morals or welfare. Additional findings for the Amended Area include:

- The Amended Area, on the whole, has not been subject to growth and development through private enterprise.
- The Amended Area would not reasonably be anticipated to be developed or redeveloped without the aid of being a part of a Business District Development or Redevelopment Plan.
- The Amended Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole.

## **SECTION II-B. AMENDED BUSINESS DISTRICT REDEVELOPMENT PLAN**

The City of Highland, Illinois is considering the approval of the Amended Business District A Plan in order to provide an important tool for the remediation of blighting conditions present in the City. In looking to achieve this end, the City will seek to adhere to certain objectives and policies.

### **A. Objectives**

The objectives of the Plan are to:

- Strengthen and grow the City's property and sales tax base, and increase the number of jobs within the City, through the expansion of economic activity within Highland.
- Provide the highest level of emergency medical care and public safety to the community.
- Continue to make Highland a "Healthy Community"
- Establish Highland as a destination for regional-scale retailing.
- Retain small businesses throughout the community.
- Explore ways to attract tenants to existing buildings.
- Achieve better design and aesthetics in retail and commercial areas throughout the Business District, including these areas' private and public structures, landscaping and signage.
- Improve the local roadway system to enable residents to easily patronize the City's shopping areas.
- Identify, meet and maintain the City's infrastructure needs.
- Upgrade the utilities throughout the Area, including the water distribution system and sanitary sewer system.
- Ensure the City's ability to provide adequate and safe collection and treatment of storm water and sanitary waste in the future.
- Promote continued investment in the City's infrastructure and services (water, sewer, electric, public safety, internet and telecommunications) to ensure quality, affordable utilities to serve Highland's present and future needs. Incremental upgrades to the city's aging infrastructure and public works are recommended to avoid costly one-time expenditures and allow the city to spread the costs out over several years.
- Ameliorate the blighting conditions within the District.
  - Upgrade the utilities throughout the Area, including the water distribution system and sanitary sewer system.
  - Redevelopment of those properties exhibiting deteriorated conditions, and other general site improvements.
- Enhance the sales tax base of the District.
  - Recruit new retail businesses to promote future sales tax growth.
  - Retain small businesses to the community.
- Enhance the property tax base of the District.
  - Recruit new development and encourage redevelopment to increase the EAV of the properties in the Area, which in turn creates new property tax revenues for all associated taxing districts.
- Continue to redevelop and revitalize downtown as a City center with a small town character which has a sense of place, is aesthetically attractive, and provides residential and commercial activities, and accommodates both vehicles and pedestrians.
- Evaluate the uses, walkability, design, and architectural styles of the general downtown to plan for future development.
- Reclaim the City's historic downtown through (re)development utilizing historic architecture, design and materials, for both public and private investment.
- Make downtown more accessible to residents and visitors, by integrating parking needs into land use planning and zoning.

### **B. Policies**

The City of Highland will follow certain policies to achieve the objectives outlined above.

These policies include:

- Use Business District-derived revenues to implement the Plan.
- Utilize City staff and consultants to undertake those actions necessary to accomplish the specific public-side actions and activities outlined in the Business District Plan.
- Provide financial assistance, as permitted by the Act, to complete those certain private actions and activities as outlined in the Business District Plan.
- Use Business District-derived revenues to support new development.
- Use Business District-derived revenues to carry out public infrastructure improvements.
- Utilize the powers extended to the corporate authorities in a designated District.

These objectives and policies may be amended from time to time as determined by the City.

### **C. Components of the Amended Business District Plan**

#### **1. Boundary Delineation**

A number of factors were taken into consideration in establishing the boundary of both the Original Area and Amended Area. Established planning guidelines and standards have been followed in delineating the boundary and preparing the Plan.

Field investigators employed by Moran Economic Development conducted research of the area and environs in order to ascertain the existence and prevalence of blighting factors. Moran Economic Development was assisted by information from Madison County and the City of Highland. Based upon these investigations, the eligibility requirements for establishing and enabling taxes, the determination of redevelopment needs within the City, and the location of the blighting factors found, the boundaries of the District were determined.

The original Business District A Area encompasses 250 parcels of property and rights-of-way in the City. Generally, the Original Area includes the commercial district of the City along IL-143 and US-40. Parcels adjacent to the intersection of Cally Lane and IL-143 make up the northernmost portion of the boundary, and the Area continues south to take in parcels adjacent to IL-143. At Troxler Avenue the Area extends east to IL-160, and takes in adjacent parcels. The Area takes in properties along IL-143 at the intersection with US-40, and extends south to the railroad tracks. East of this area the properties adjacent to Woodcrest Drive are taken in, which make up the southeastern portion of the boundary. At US-40 the Area continues west-southwest and takes in adjacent properties until reaching Frank Watson Parkway, which makes up the southwestern portion of the boundary.

The Amended Area encompasses 402 parcels of property and rights-of-way in the City. Generally, the Amended Area includes the east-west downtown corridor of the City. Beginning at the eastern portion of the boundary the Area takes in parcels adjacent to Poplar Street and continues west, taking in property south of Ninth Street and north of Twelfth Street. At Laurel Street the Area takes in properties north to the railroad and west to Walnut Street. West of Walnut Street the Area continues to Chestnut Street and then southwest to take in properties between Highland Road and Monroe Street. The Area takes in parcels just east of Hemlock Street, which make up the westernmost portion of the boundary.

#### **2. The Development Project**

The development goals of the City of Highland for the Business District envision a program resulting in the redevelopment of the downtown corridor in the City, through repair and rehabilitation of the existing improvements and construction of new improvements. The satisfaction of these needs will increase the sales and property tax revenues generated in the Area for the City, as well as provide a revenue source for the City to make necessary infrastructure improvements throughout the Area. These goals will be accomplished through both public and private projects to encourage commercial growth in the District. These projects will be undertaken by a range of stakeholders, from developers and property owners in the Area to the City itself. The Plan is to be adopted without specific designation of the developers for these



projects as they will be executed in phases throughout the life of the Business District. Projects may include multiple developers on a larger scale site development, individual property owners making building or site improvements on a smaller scale, or improvement projects initiated by the City. Thus, no specific users or tenants are presently identified; rather, as Developers are attracted to redevelop the Area, these will be considered by the City.

**Key Projects for the Plan include:**

- Construction of a new public safety facility which will serve this area and others;
- Fire and EMS Capital Costs as determined by the City;
- Upgrade of utilities to include water, sanitary and storm sewer drainage improvements; replacement of water lines, and other sewer and water system components; improvement to water treatment plant; potential construction of a retention pond to alleviate flooding issues; specifically water main replacement along IL Route 143.
- Infrastructure improvements, including the development of the interior and exterior street networks within the area;
- Further implementation of a Business Recruitment & Business Retention Program.
- Marketing the City of Highland to outside investors;
- The development of additional commercial or retail stores within the District;
- Construction and reconstruction of sidewalks throughout the Area;
- The facilitation of private investment within the District;
- Repair, renovation or remodeling of existing buildings, to include both exterior and interior improvements;
- Expansion of existing buildings to promote business growth and improve the marketability of existing buildings;
- Creation of a Façade Improvement Program;
- Creation and maintenance of public parking areas especially downtown;
- Improve existing streetscape and signage;
- Incorporate landscape elements designed to concentrate or remove silt and pollution from surface runoff water;
- Installation of storm sewer culverts;
- Utility trunk lines (e.g. water, sanitary sewer, telephone, etc.) constructed or reconstructed in road right-of-way or other public easements, replacing the existing overhead utility lines;
- Continue to improve handicap accessibility throughout the Area;
- Continued streetscape improvements along Broadway and other area roads, including lighting and banners to correspond with the existing improvements;
- The facilitation of private investment within the District; and
- Other activities or costs permitted under the Act.

The City intends to provide limited economic development assistance through the funding of certain development costs to be incurred by a developer(s) for these Projects under the terms and conditions of separate development agreements, as guided by the policies of this Amended Plan. Economic development assistance shall include expenditures for public improvements and extraordinary project costs. These costs for the Projects are estimated in Table B on the following page.

Table B should not be construed to limit the ability of the City to enter into development agreements, which provide for other costs, additional costs, or a different distribution of these costs among the various line items. Specific limitations on such cost items and any distribution between them will be specified in development agreements by and between the City and any developer(s).

**3. Name of Business District**

The name of the District is Business District A.

#### 4. Estimated Business District Project Costs

The cost estimate associated with development activities to be funded from available revenues of the City (the “Pledged Revenues”) as discussed below, is presented in Table B - Estimated Amended Business District Project Costs. The estimate includes reasonable and necessary costs incurred, or estimated to be incurred, during the implementation of the Amended Business District Plan. The estimated costs in Table B are subject to refinement as specific plans and designs are finalized and experience is gained in implementing the Amended Plan and do not include financing costs and the retail sales tax which will be applied to pay the portion of such costs which are eligible to be funded under the Act. As such, debt service and expenses associated with issuance bonds, or other obligations, are in addition to costs stated in Table B. It should also be noted that the Estimated Amended Business District Project Costs listed below are likely to be more than might be extended to a developer through any formal agreement between a developer and the City.

TABLE B - ESTIMATED AMENDED BUSINESS DISTRICT PROJECT COSTS

DESCRIPTION	ESTIMATED COSTS
Costs of studies, surveys development of plans, and specifications, implementation and administration of the district including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning and other services;	\$1,800,000
Property assembly costs, including but not limited to acquisition of land and other real or personal property;	\$2,000,000
Site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;	\$4,200,000
Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;	\$6,000,000
Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;	\$3,500,000
Costs of installation or construction within the business district of buildings, including public safety buildings, structures, works, streets, improvements, equipment, utilities, or fixtures	\$19,000,000
General financing costs including but not limited to all necessary and incidental expenses related to the issuance of obligations including payment of interest on obligations;	\$1,500,000
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$38,900,000</b>

*Expenditures in individual categories may differ from those shown above; however, the total amount of the Estimated Redevelopment Project Costs will not exceed \$38,900,000 plus any additional interest and financing costs as may be required. Adjustments may be made among budget categories to reflect implementation of the Plan.*

#### 5. Anticipated Source of Funds to Pay Business District Project Costs

The anticipated source of funds to pay District project costs are those tax revenues raised by the retailers’ occupation tax to be imposed by the Business District (the “Business District Tax”) which

will be applied to pay eligible costs under the Act. In addition, the District's costs and obligations may be paid for, in whole or in part, by revenues from other funding sources. These may include state and federal programs, municipal sales tax revenue and tax increment financing revenues in those portions of the Amended Business District which overlap with the Amended Business District Redevelopment Area (collectively, the "Pledged Revenues").

**6. Anticipated Type and Terms of Any Obligations to be issued**

In order to expedite the implementation of the Amended Business District Plan, The City of Highland, pursuant to the authority granted to it under the Act, may issue obligations to pay for the Amended Business District Costs. These obligations may be secured by future amounts to be collected and allocated to the Business District Tax Allocation Fund. Such obligations may take the form of any loan instruments authorized by the Act.

Such loans or obligations may be issued pursuant to the Amended Business District Plan. The City anticipates that notes, bonds, or similar obligations may be issued secured by revenues in the Business District Tax Allocation Fund to fund eligible District costs.

When District costs, including all municipal obligations financing Business District project costs incurred under Section 11-74.3-3 have been paid, any surplus funds then remaining in the Business District Tax Allocation Fund shall then be distributed to the municipal treasurer for deposit into the municipal general corporate fund.

**7. The rate of Any Tax to be Imposed pursuant to Subsection (10) and (11) of Section 11-74.3-3 of the Act**

Within the District, a rate of tax of 0.5% shall be imposed as a retailer's occupation tax and service occupation tax. Such tax shall be imposed for up to, but no more than, 23 years from the date of the Original Business District Plan adoption.

## **SECTION II-C. FINDINGS AND COMPLETION OF OBLIGATIONS**

### **A. Formal Findings**

The City of Highland makes the following formal findings with respect to amending the Business District A Plan:

The area to be added to the Amended Business District is contiguous and includes only parcels of real property directly and substantially benefited by the Amended Business District Plan.

The Amended Business District, in its entirety, is located within the City limits of Highland, Illinois.

The City's exercise of the powers provided in the Act is dedicated to the promotion of the public interest and to the enhancement of the tax base of the Business District, and the use of the powers for the development and redevelopment of the Business District as provided in this Amended Plan is declared to be a public use essential to the public interest of the residents of the City of Highland, Illinois.

The Amended Business District Area is a blighted area; that, by reason of defective, non-existent, or inadequate street layout, existence of conditions which threaten property by fire, and improper subdivision or obsolete platting. These factors, in combination, constitute an economic and social liability of the Amended Area in its present condition and use, and create a menace to public health, safety, or welfare.

The Amended Business District Area, on the whole, has not been subject to growth and development through investment by private enterprise or would not reasonably be anticipated to be redeveloped without the adoption of the Amended Business District Development Plan.

The Amended Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole, as determined by the City Council.

### **B. Completion of Business District Projects / Retirement of Obligations**

Upon payment of all Business District project costs and retirement of outstanding obligations, but in no event more than 23 years after the date of adoption of the ordinance approving the Original Business District Plan, the municipality shall adopt an ordinance immediately rescinding the taxes imposed pursuant to subsections of (10) and (11) of Section 11-74.3-3.

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# **APPENDIX A**

## **ORIGINAL BUSINESS DISTRICT REDEVELOPMENT PLAN**

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# BUSINESS DISTRICT A

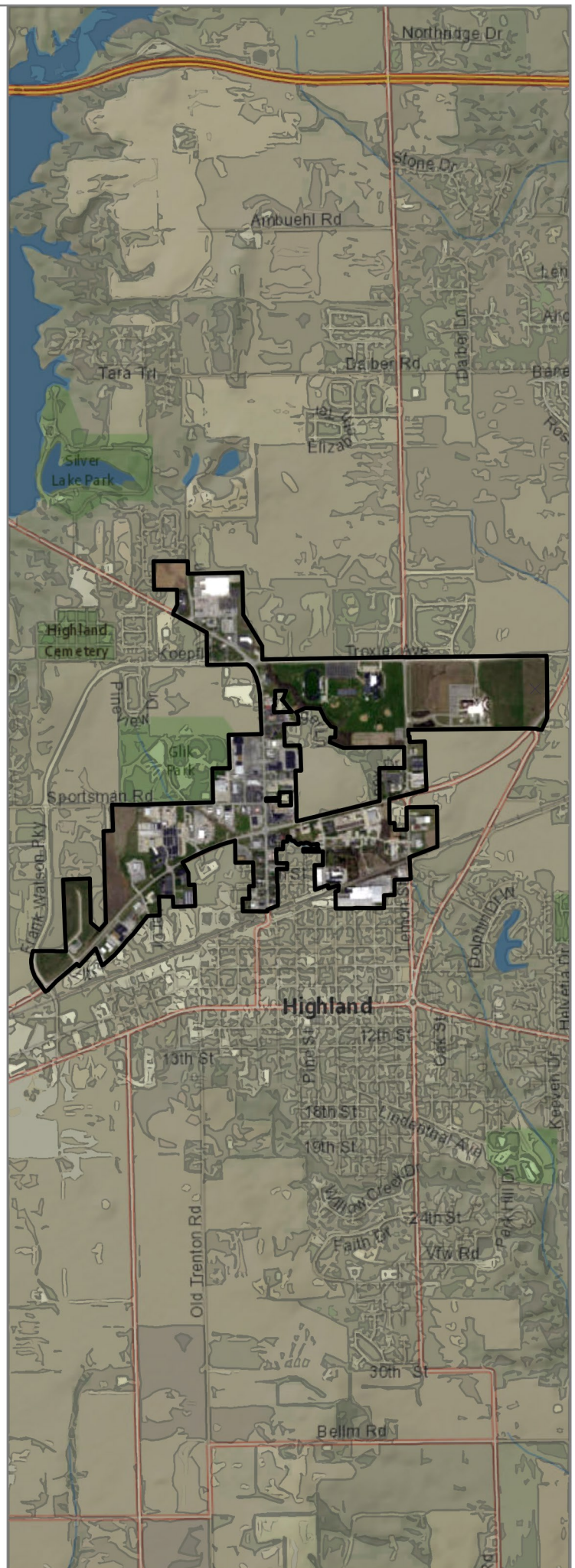
# REDEVELOPMENT PLAN & PROJECT

August 21, 2017

The City of  
**HIGHLAND, IL**

**MORAN**

ECONOMIC DEVELOPMENT





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**EXHIBITS**

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Exhibit B	Existing Land Use Map .....	Following Page 2
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## **SECTION I. INTRODUCTION**

Municipalities are authorized to create Business Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the “Act”). The Act sets forth the requirements and procedures for establishing a Business District and a Business District Plan. The purposes of this Plan are to provide a document that demonstrates that the Business District (as defined below) is blighted, provide actions and activities to eradicate the blighting conditions found in this portion of the City, and assist in the development of the Business District. This Plan also identifies those activities, sources of funds, procedures, and other necessary requirements needed to implement the Plan, and use the sales tax and hotel taxes if any, raised within the District to pay for certain eligible District costs. The City of Highland (the “City”) desires to encourage investment and development throughout the City and within the Business District Area (the “Area”). The Comprehensive Plan for the municipality as whole states that the City utilize a variety of economic development tools to assist with the City’s economic development goals and objectives. Some of these goals include:

- Preserving the City’s small town atmosphere while maintaining the current level of public services, quality of the City’s schools, family-friendly activities, parks, recreational programs and seasonal events;
- Protecting the quality of life in Highland by maintaining high standards of living and working conditions including public safety enhancements;
- Promote existing Highland businesses and recruit key industries to the City’s commercial and industrial areas;
- Commercial redevelopment focused along the City’s existing commercial corridors and commercial districts;

A variety of quality of life improvements throughout the Area are needed to achieve the above mentioned goals, particularly in the form of a new public safety building and a host of infrastructure improvements. Additionally the City desires to enhance the US-40 corridor, the IL-143 corridor, and the corridor leading to the older downtown portion of the City. In order to achieve these goals the City has desired to establish a Business District Redevelopment Plan and Project.

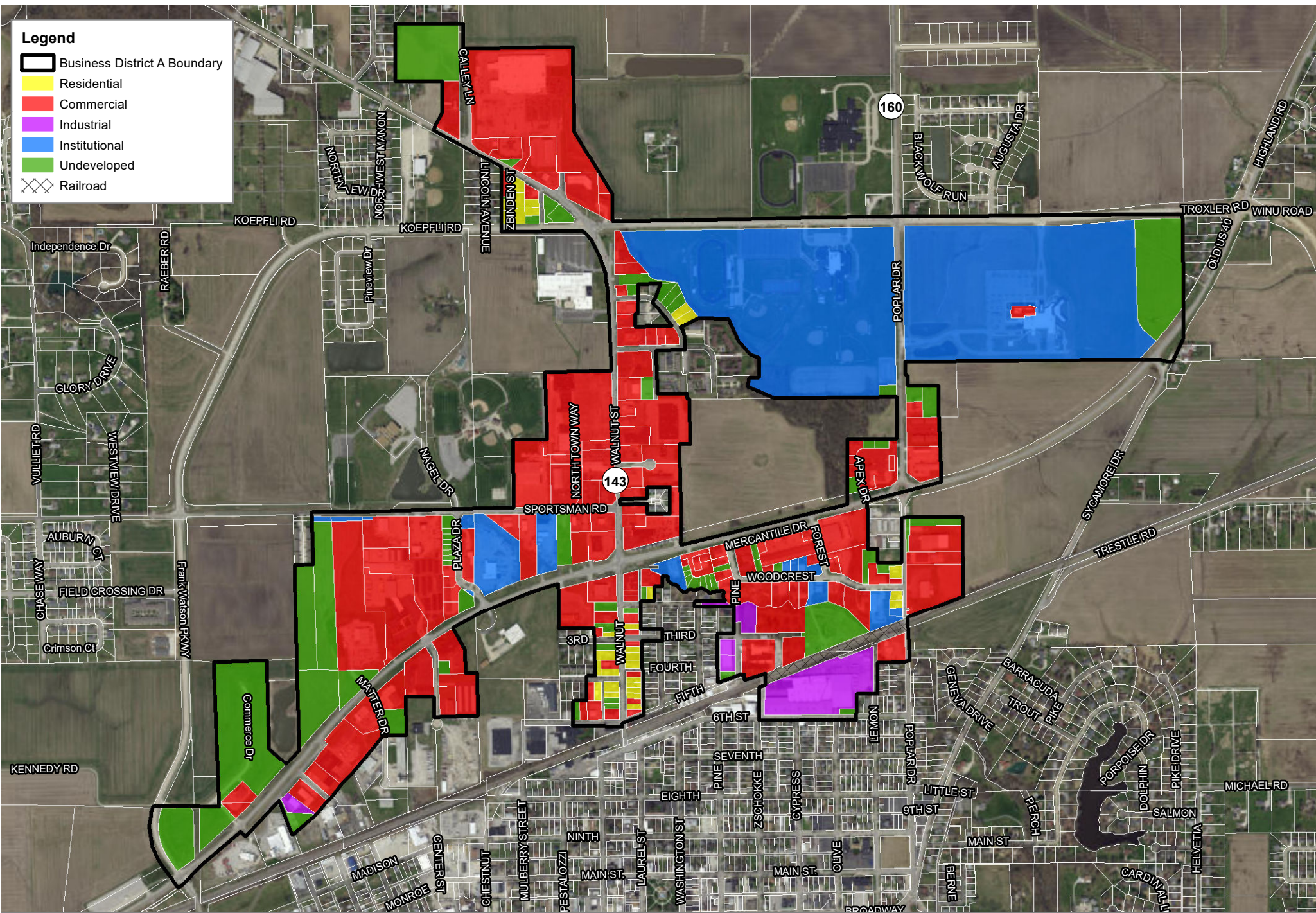
The proposed Business District A (the “District”) encompasses 250 parcels of property and rights-of-way in the City. Generally, the Proposed Business District Area (the “Area”) includes the commercial district of the City along IL-143 and US-40. Parcels adjacent to the intersection of Cally Lane and IL-143 make up the northernmost portion of the boundary, and the Area continues south to take in parcels adjacent to IL-143. At Troxler Avenue the Area extends east to IL-160, and takes in adjacent parcels. The Area takes in properties along IL-143 at the intersection with US-40, and extends south to the railroad tracks. East of this area the properties adjacent to Woodcrest Drive are taken in, which make up the southeastern portion of the boundary. At US-40 the Area continues west-southwest and takes in adjacent properties until reaching Frank Watson Parkway, which makes up the southwestern portion of the boundary. The boundary map for the Area is attached as Exhibit A, with the existing land use map as Exhibit B. The Area is legally described in Appendix A.

The Blight Analysis for the Area was presented to the City Council on August 21, 2017. The Blight Analysis outlined the qualifying factors found in the Area, and this information is referenced within this Business District Plan (the “Plan”).



**Legend**

- Business District A Boundary
- Residential
- Commercial
- Industrial
- Institutional
- Undeveloped
- Railroad



**EXHIBIT B - EXISTING LAND USE**  
**BUSINESS DISTRICT A**  
 Highland, IL



## SECTION II. STATUTORY BASIS FOR BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT

Business Districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 “the Act”. The Act finds and declares that:

- *It is essential to the economic and social welfare of each municipality that business districts be developed, redeveloped, improved, maintained and revitalized, that jobs and opportunity for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development, or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;*
- *It is further found and determined that as a result of economic conditions unfavorable to the creation, development, improvement, maintenance, and redevelopment of certain business and commercial areas within municipalities opportunities for private investment and sound and stable commercial growth have been and will continue to be negatively impacted and business and commercial areas within many municipalities have deteriorated and will continue to deteriorate, thereby causing a serious menace to the health, safety, morals, and general welfare of the people of the entire State, unemployment, a decline in tax revenues, excessive and disproportionate expenditure of public funds, inadequate public and private investment, the unmarketability of property, and the growth of delinquencies of crime.*
- *In order to reduce threats to and to promote and protect the health, safety, morals, and welfare of the public and to provide incentives which will create employment and job opportunities, will retain commercial businesses in the State and related job opportunities and will eradicate blighting conditions if blighting conditions are present, and for the relief of unemployment and the maintenance of existing levels of employment, it is essential that plans for business districts be created and implemented and that business districts be created, developed, improved, maintained, and redeveloped.*
- *The creation, development, improvement, maintenance, and redevelopment of business districts will stimulate economic activity in the State, create and maintain jobs, increase tax revenues, encourage the creation of new and lasting infrastructure, other improvements, and facilities, and cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services and increase the general tax base, including, but not limited to, increased retail sales, hotel or restaurant sales, manufacturing sales, or entertainment industry sales, thereby increasing employment and economic growth.*
- *It is hereby declared to be the policy of the State, in the interest of promoting the health, safety, morals, and general welfare of all the people of the State, to provide incentives which will create new job opportunities and retain existing commercial businesses within the State and related job opportunities, and it is further determined and declared that the relief of conditions of unemployment, the maintenance of existing levels of employment, the creation of new job opportunities, the retention of existing commercial businesses, the increase of industry and commerce within the State, the reduction of the evils attendant upon unemployment, and the increase and maintenance of the tax base of the*

*State and its political subdivisions are public purposes and for the public safety, benefit, and welfare of the residents of this State.*

- *The exercise of the powers provided in this Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within business districts, municipalities, and the State and its political subdivisions, the creation of employment, and the eradication of blight, if present within the business district, and the use of such powers for the creation, development, improvement, maintenance, and redevelopment of business districts of a municipality is hereby declared to be for the public safety, benefit, and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.*
- The Act is intended to be used by municipalities to address and eradicate problems that cause areas to qualify as “blighted”, and to carry out development and redevelopment projects that serve this end.

The Act allows a municipality to accomplish development, redevelopment and rehabilitation activities on a locally-controlled basis. Development, redevelopment and rehabilitation within a designated District will maintain existing taxes from sales within the District and, thus, maintain existing tax revenues and create new tax revenues which will be used to improve the District. These tax revenues can be used to finance certain “Business District Costs” as identified within the Act.

The statute allows the corporate authorities to designate an area of the municipality as a business district after a public hearing. Powers extended to the corporate authorities in a designated business district include the following:

- *To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection (11)) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.*
- *Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the*

*municipality in connection therewith. To acquire property by eminent domain in accordance with the Eminent Domain Act.*

- *To clear any area within a Business District by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.*
- *To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.*
- *To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.*
- *To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.*
- *To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.*
- *To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.*
- *Utilize up to 1% of the revenue from a business district retailers' occupation tax and service occupation tax imposed under paragraph (10) and a hotel operators' occupation tax under paragraph (11) of Section 11-74.3-3 in connection with one business district for eligible costs in another business district that is: (A) contiguous to the business district from which the revenues are received; (B) separated only by a public right of way from the business district from which the revenues are received; or (C) separated only by forest preserve property from the business district from which the revenues are received if the closest boundaries of the business districts that are separated by the forest preserve property are less than one mile apart.*
- *To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a hotel operators' occupation tax in the business*

*district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.*

The Act specifies that before a municipality can designate a District which imposes a retailers' occupation tax and create a Plan for such a District, the municipality must find that the District is "blighted", as that term is defined in the Act.

The Act also requires that any Plan adopted by a municipality include:

- A specific description of the District boundaries and map;
- A general description of each project proposed to be undertaken within the District including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed business district;
- The name of the proposed District;
- The estimated business district project costs;
- Anticipated source of funds to pay District project costs;
- Anticipated type and terms of any obligations to be issued; and
- The retailers' occupation tax and service occupation tax, if any, and the rate of such taxes and the period of time for which the tax shall be imposed.



## SECTION III. BLIGHT ANALYSIS

### A. Introduction

Municipalities are authorized to create business districts by the Illinois Municipal Code (65 ILCS 5/11-74.3 et seq. - the "Act"). The Act sets forth the requirements and procedures for establishing a business district and a business district plan. The City has deemed such action desirable in order to remedy existing conditions detrimental to existing development in this portion of the City.

The criteria and individual factors that were utilized in conducting the evaluation of the conditions in the proposed business district (the "District") are outlined on the following pages.

### B. Statutory Qualifications

The definitions for qualifying the District as "blighted" are defined in the Act as follows:

*"Blighted area" means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.*

### C. Investigation and Analysis of Blighting Conditions

In determining whether or not the District meets the eligibility requirements of the Act, various methods of research and field surveys were utilized. These included:

- On-site field examination of conditions in the District by experienced staff of Moran Economic Development. These personnel are trained in techniques and procedures of determining conditions of local properties, utilities, streets, etc., and determination of eligibility of areas for business district designation.
- Research of documentation and property records made available through the Madison County Supervisor of Assessments.
- Interviews with City engineers on the existing conditions of the utilities and infrastructure in the Area.
- Review of the findings and determinations established by the Act in creating business districts. These findings include:
  - That it may be considered essential to the economic or social welfare of the municipality that business districts be maintained and revitalized by assuring opportunities for development or redevelopment and attracting sound and stable business and commercial growth.
  - That such a result should conform to the comprehensive plan of the municipality and a specific plan for business districts officially approved by the corporate authorities of the municipality after the public hearing.

- That the exercise of the powers provided in Section 11-74.3-1 (of the Act) is dedicated to the promotion of the public interest and to the enhancement of the tax base of business districts, and the use of such powers for the development and redevelopment of business districts of a municipality is hereby declared to be a public use essential to the public interest.

The Act specifies that certain requirements must be met before a municipality can proceed with implementing business district development and redevelopment projects and imposing the retailers' occupation tax, service occupation tax, and hotel operators' occupation tax. One of these is that the municipality must demonstrate that the District qualifies as eligible for business district designation.

#### **D. The Proposed District**

The proposed Business District A (the "District") encompasses 250 parcels of property and rights-of-way in the City. Generally, the Proposed Business District Area (the "Area") includes the commercial district of the City along IL-143 and US-40. Parcels adjacent to the intersection of Cally Lane and IL-143 make up the northernmost portion of the boundary, and the Area continues south to take in parcels adjacent to IL-143. At Troxler Avenue the Area extends east to IL-160, and takes in adjacent parcels. The Area takes in properties along IL-143 at the intersection with US-40, and extends south to the railroad tracks. East of this area the properties adjacent to Woodcrest Drive are taken in, which make up the southeastern portion of the boundary. At US-40 the Area continues west-southwest and takes in adjacent properties until reaching Frank Watson Parkway, which makes up the southwestern portion of the boundary.

#### **E. Review of Findings & Qualifications of the District**

In order to impose the retailers' occupation tax and service occupation tax, the corporate authorities of the municipality shall make a formal finding that the Area is a "Blighted Area", as defined in Section III-B. The following is a review of the findings:

- **Deterioration of Site Improvements**

The majority of the Area exhibits deteriorated site improvements in some form, which can be classified as either structural or surface improvements. Approximately 63% of the 233 structures in the Area show some sort of notable defects in the structural components, which were common in foundations, exterior walls, roofs, doors, windows, gutters, downspouts, siding, and other fascia materials.

Additionally 60% of the parcels exhibit deteriorated surface improvements. Common forms of this type of deterioration found were cracking sidewalks, unkempt gravel areas, cracked and deteriorated roadway surfacing, potholes, crumbling asphalt, and grass or weed growth in some of the surface improvements. In other portions of the proposed district parking lots, entry ways, alleyways, and driveways lack proper pavement and exhibit clear signs of deterioration.

Other site improvements exhibiting deteriorated conditions were noted in the utilities which serve the properties. The water infrastructure serving the primary commercial corridor in the City, along IL-143, has aged and deteriorated water lines and mains. It is estimated that these are between 60-80 years old and susceptible to breakages. Due to the lack of valves on the line the problem cannot be adequately isolated when breakages do occur, which compounds the issue as the effect on the businesses

becomes widespread. This problem could potentially contribute to the existence of conditions which endanger life or property by fire, an eligibility factor discussed below.

- **Existence of Conditions Which Threaten Property by Fire**

The issues noted with the deteriorated utilities in the Area could potentially contribute to the limitation of fire suppression efforts. Having a primary water main in the Area, which is along IL-143, that is aged and in need of replacement is a potential liability to the properties it serves. Additionally this line lacks the requisite number of valves which allow for the isolation of the problem should any breakages occur. However unlikely, should the main experience a breakage at time when fire suppression efforts were needed at any point along that stretch of IL-143 then the spread of fire could pose a significant threat to the properties in the Area.

- **Improper Subdivision or Obsolete Platting**

Improper subdivision is the platting of land in irregular shapes or sizes, resulting in parcels that are difficult to develop to their highest and best use. These difficulties can arise from the property's incompatibility with modern development guidelines or even the City's subdivision code. Numerous properties in the Area exhibit this factor, with property lines that are not congruous with development friendly guidelines. These parcels will need some sort of intervention, either through splits or combinations, in order to be developed properly. Other examples of this factor include parcels that are simply impossible to develop due to the limitations of their dimensions. These types of issues can create significant barriers to development, both in terms of undeveloped properties not conforming to modern developmental guidelines for new development, and in the expansion of existing development being limited due to the deleterious layout of the land.

The Area, by reason of a predominance of deterioration of site improvements, existence of conditions which threaten property by fire, and improper subdivision or obsolete platting constitutes an economic and social liability to the City. Additionally, the combination of these blighting factors contributes to the economic underutilization of the Area. Finally, a menace to the public health, safety, morals, or welfare is present because of the existing conditions in the Area.

Deterioration of any kind in an area can serve as a deterrent to prospective developers or patrons. Additionally, these conditions contribute to declining property values, which are prevalent throughout the Area. Further, the obsolete platting of some of the properties severely limits the development capabilities of some of the property in the Area. While the District as a whole has seen net positive growth, this growth is largely attributed to the new hospital properties. Without these two parcels the District the remaining parcels would have combined for a net loss since 2011. Of the 250 parcels in the Area, 224 (90%) experienced a loss in total value from 2011 to 2016, as shown in Exhibit C. These parcels combined for over \$1.7M in EAV loss during this time period, and as such illustrate how the Area is an economic liability to the City.

The social liability can be assessed in terms of the loss of property tax revenues which provide for essential services to City residents, particularly police, fire, and emergency services. The Highland Police, Fire, and EMS departments are facing financial challenges and require additional support to maintain current levels of service going forward. The aforementioned property value losses for the majority of the parcels in the Area equates to lost tax revenues

which are used to fund essential services for the public. As such, the District poses as a social liability to the City.

The Area also is economically underutilized. The blighting factors which exist in the Area impede the development of what should be the City's economic growth corridors. The main thoroughfares in the District are some of the most trafficked in the City, with an average annual daily traffic (AADT) count of 8,200 at Troxler Avenue, 11,000 along IL-143, and 8,750 on US-40. Yet nearly all of the parcels have declined in value since 2011, unable to fully capitalize on the high visibility of the region. As such, the Area is economically underutilized.

The blighting conditions in the Area, in combination, create a menace to the public health, safety, and welfare. This is largely represented by the social liability discussed prior, as the predominance of parcels losing value creates a liability to those services funded by the associated tax revenues. When the services are police, fire, and EMS, then there are conditions present which create a menace to public health, safety, and welfare.

#### **F. Qualification Summary & Findings**



The District is found to be eligible as "blighted" due to the presence conditions representative of those outlined in the Act. These include:

- Deterioration of Site Improvements
- Existence of Conditions Which Threaten Property by Fire
- Improper Subdivision or Obsolete Platting








The above factors, in combination, contribute to the Proposed District Area being an economic and social liability to the City, an economic underutilization of the Area, and the Area being a menace to public health, safety, or welfare. Additional findings for the Proposed Business District Area include:

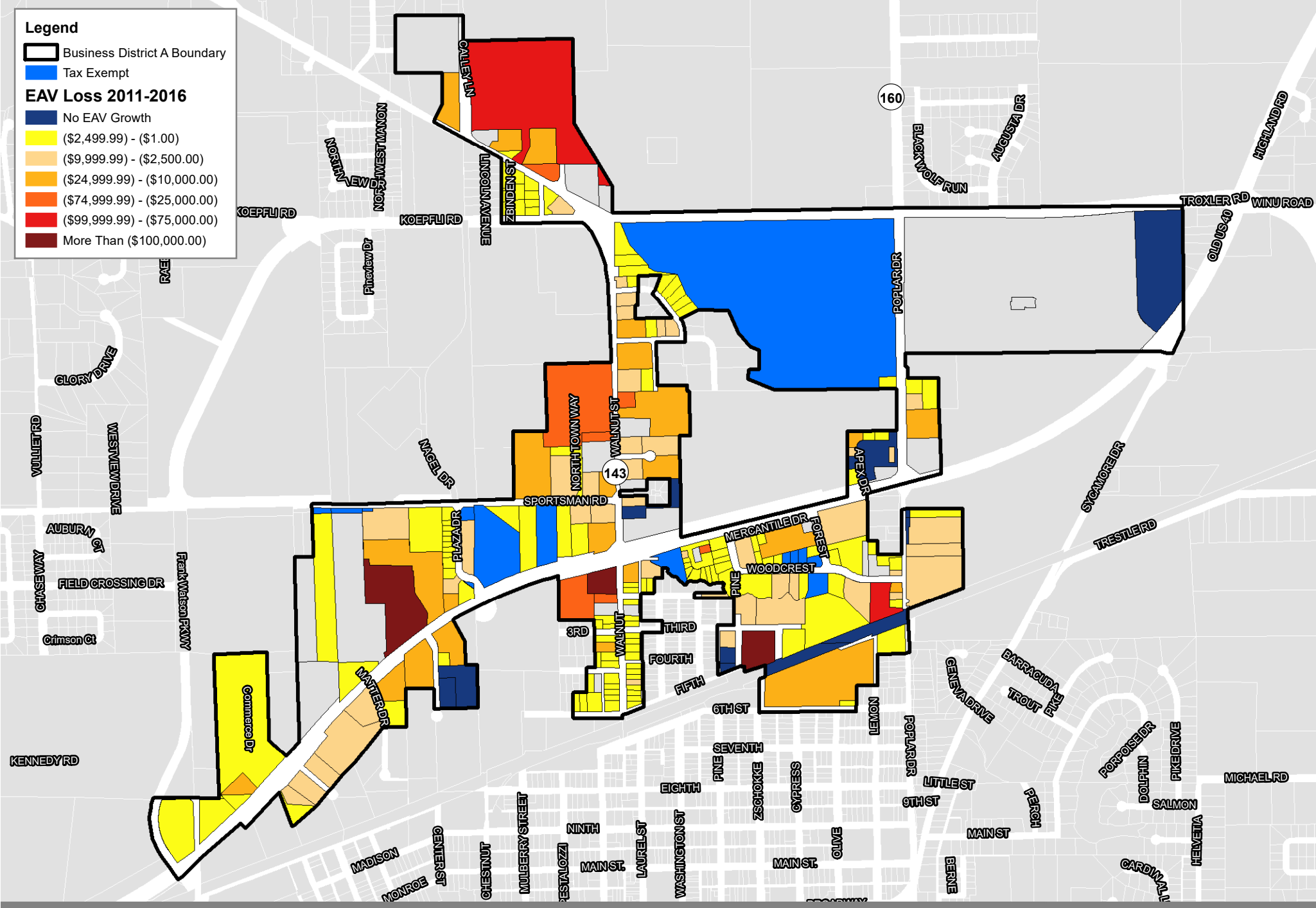
- **The Proposed Business District, on the whole, has not been subject to growth and development through private enterprise.**  
Nearly all (90%) of the parcels in the Area have had negative EAV growth rates since 2011.
- **The Proposed Business District would not reasonably be anticipated to be developed or redeveloped without the adoption of the Business District Development or Redevelopment Plan.**  
It cannot reasonably be anticipated that without the adoption of the Business District the properties in the Area would be redeveloped, nor could the blighting conditions be remediated, which is a barrier to development.
- **The Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole.**

**Legend**

-  Business District A Boundary
-  Tax Exempt

**EAV Loss 2011-2016**

-  No EAV Growth
-  (\$2,499.99) - (\$1.00)
-  (\$9,999.99) - (\$2,500.00)
-  (\$24,999.99) - (\$10,000.00)
-  (\$74,999.99) - (\$25,000.00)
-  (\$99,999.99) - (\$75,000.00)
-  More Than (\$100,000.00)



**EXHIBIT C - EAV LOSS**  
**BUSINESS DISTRICT A**  
 Highland, IL



## **SECTION IV. BUSINESS DISTRICT REDEVELOPMENT PLAN**

The City of Highland, Illinois is considering the approval of the Business District A Plan in order to provide an important tool for the remediation of blighting conditions present in the City. In looking to achieve this end, the City will seek to adhere to certain objectives and policies.

### **A. Objectives**

The objectives of the Plan are to:

- Strengthen and grow the City's property and sales tax base, and increase the number of jobs within the City, through the expansion of economic activity within Highland.
- Provide the highest level of emergency medical care and public safety to the community.
- Continue to make Highland a "Healthy Community"
- Establish Highland as a destination for regional-scale retailing.
- Retain small businesses throughout the community.
- Explore ways to attract tenants to existing buildings.
- Achieve better design and aesthetics in retail and commercial areas throughout the Business District, including these areas' private and public structures, landscaping and signage.
- Improve the local roadway system to enable residents to easily patronize the City's shopping areas.
- Identify, meet and maintain the City's infrastructure needs.
- Upgrade the utilities throughout the Area, including the water distribution system and sanitary sewer system.
- Ensure the City's ability to provide adequate and safe collection and treatment of storm water and sanitary waste in the future.
- Promote continued investment in the City's infrastructure and services (water, sewer, electric, public safety, internet and telecommunications) to ensure quality, affordable utilities to serve Highland's present and future needs. Incremental upgrades to the city's aging infrastructure and public works are recommended to avoid costly one-time expenditures and allow the city to spread the costs out over several years.
- Ameliorate the blighting conditions within the District.
- Enhance the sales tax base of the District.
- Enhance the property tax base of the District.

## **B. Policies**

The City of Highland will follow certain policies to achieve the objectives outlined above.

These policies include:

- Use Business District-derived revenues to implement the Plan.
- Utilize City staff and consultants to undertake those actions necessary to accomplish the specific public-side actions and activities outlined in the Business District Plan.
- Provide financial assistance, as permitted by the Act, to complete those certain private actions and activities as outlined in the Business District Plan.
- Use Business District-derived revenues to support new development.
- Use Business District-derived revenues to carry out public infrastructure improvements.
- Utilize the powers extended to the corporate authorities in a designated District.

These objectives and policies may be amended from time to time as determined by the City.

## **C. Components of the Business District Plan**

### **1. Boundary Delineation**

A number of factors were taken into consideration in establishing the boundary of the District. Established planning guidelines and standards have been followed in delineating the boundary and preparing the Plan.

Field investigators employed by Moran Economic Development conducted research of the area and environs in order to ascertain the existence and prevalence of blighting factors. Moran Economic Development was assisted by information from Madison County and the City of Highland. Based upon these investigations, the eligibility requirements for establishing and enabling taxes, the determination of redevelopment needs within the City, and the location of the blighting factors found, the boundaries of the District were determined.

The proposed Business District A (the “District”) encompasses 250 parcels of property and rights-of-way in the City. Generally, the Proposed Business District Area (the “Area”) includes the commercial district of the City along IL-143 and US-40. Parcels adjacent to the intersection of Cally Lane and IL-143 make up the northernmost portion of the boundary, and the Area continues south to take in parcels adjacent to IL-143. At Troxler Avenue the Area extends east to IL-160, and takes in adjacent parcels. The Area takes in properties along IL-143 at the intersection with US-40, and extends south to the railroad tracks. East of this area the properties adjacent to Woodcrest Drive are taken in, which make up the southeastern portion of the boundary. At US-40 the Area continues west-southwest and takes in adjacent properties until reaching Frank Watson Parkway, which makes up the southwestern portion of the boundary.

### **2. The Development Project**

The development goals of the City of Highland for Business District A envision a program resulting in the redevelopment of the primary commercial corridor in the City,

through repair and rehabilitation of the existing improvements and construction of new improvements. The satisfaction of these needs will increase the sales and property tax revenues generated in the Area for the City, as well as provide a revenue source for the City to make necessary infrastructure improvements throughout the Area. These goals will be accomplished through both public and private projects to encourage commercial growth in the District. These projects will be undertaken by a range of stakeholders, from developers and property owners in the Area to the City itself. The Plan is to be adopted without specific designation of the developers for these projects as they will be executed in phases throughout the life of the Business District. Projects may include multiple developers on a larger scale site development, individual property owners making building or site improvements on a smaller scale, or improvement projects initiated by the City. Thus, no specific users or tenants are presently identified; rather, as Developers are attracted to redevelop the Area, these will be considered by the City.

**Key Projects for the Plan include:**

- Construction of a new public safety facility which will serve this area and others;
- Fire and EMS Capital Costs as determined by the City;
- Upgrade of utilities to include water, sanitary and storm sewer drainage improvements; replacement of water lines, and other sewer and water system components; improvement to water treatment plant; potential construction of a retention pond to alleviate flooding issues; specifically water main replacement along IL Route 143.
- Infrastructure improvements, including the development of the interior and exterior street networks within the area;
- Utility trunk lines (e.g. water, sanitary sewer, telephone, etc.) constructed in road right-of-way or other public easements;
- Further implementation of a Business Recruitment & Business Retention Program.
- Marketing the City of Highland to outside investors;
- The development of additional commercial or retail stores within the District;
- Construction and reconstruction of sidewalks throughout the Area;
- The facilitation of private investment within the District; and
- Other activities or costs permitted under the Act.

The City intends to provide limited economic development assistance through the funding of certain development costs to be incurred by a developer(s) for these Projects under the terms and conditions of separate development agreements, as guided by the policies of this Plan. Economic development assistance shall include expenditures for public improvements and extraordinary project costs. These costs for the Projects are estimated in Table A on the following page.

Table A should not be construed to limit the ability of the City to enter into development agreements, which provide for other costs, additional costs, or a different distribution of these costs among the various line items. Specific limitations on such cost items and any distribution between them will be specified in development agreements by and between the City and any developer(s).

**3. Name of Business District**

The name of the District is Business District A.



#### 4. Estimated Business District Project Costs

The cost estimate associated with development activities to be funded from available revenues of the City (the “Pledged Revenues”) as discussed below, is presented in Table A - Estimated Business District Project Costs. The estimate includes reasonable and necessary costs incurred, or estimated to be incurred, during the implementation of the Business District Plan. The estimated costs in Table A are subject to refinement as specific plans and designs are finalized and experience is gained in implementing the Plan and do not include financing costs and the retail sales tax which will be applied to pay the portion of such costs which are eligible to be funded under the Act. As such, debt service and expenses associated with issuance bonds, or other obligations, are in addition to costs stated in Table A. It should also be noted that the Estimated Business District Project Costs listed below are likely to be more than might be extended to a developer through any formal agreement between a developer and the City.

TABLE A - ESTIMATED BUSINESS DISTRICT PROJECT COSTS

DESCRIPTION	ESTIMATED COSTS
Costs of studies, surveys development of plans, and specifications, implementation and administration of the district including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning and other services;	\$1,000,000
Property assembly costs, including but not limited to acquisition of land and other real or personal property;	\$1,000,000
Site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;	\$2,000,000
Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;	\$3,000,000
Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;	\$1,000,000
Costs of installation or construction within the business district of buildings including a public safety building, structures, works, streets, improvements, equipment, utilities, or fixtures	\$10,000,000
General financing costs including but not limited to all necessary and incidental expenses related to the issuance of obligations including payment of interest on obligations;	\$1,000,000
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$19,900,000</b>

*Expenditures in individual categories may differ from those shown above; however, the total amount of the Estimated Redevelopment Project Costs will not exceed \$19,900,000 plus any additional interest and financing costs as may be required. Adjustments may be made among budget categories to reflect implementation of the Plan.*

**5. Anticipated Source of Funds to Pay Business District Project Costs**

The anticipated source of funds to pay District project costs are those tax revenues raised by the retailers' occupation tax to be imposed by the Business District (the "Business District Tax") which will be applied to pay eligible costs under the Act. In addition, the District's costs and obligations may be paid for, in whole or in part, by revenues from other funding sources. These may include state and federal programs, municipal sales tax revenue and tax increment financing revenues in those portions of the Business District which overlap with the Business District A Redevelopment Area (collectively, the "Pledged Revenues").

**6. Anticipated Type and Terms of Any Obligations to be issued**

In order to expedite the implementation of the Business District Plan, The City of Highland, pursuant to the authority granted to it under the Act, may issue obligations to pay for the Business District Costs. These obligations may be secured by future amounts to be collected and allocated to the Business District Tax Allocation Fund. Such obligations may take the form of any loan instruments authorized by the Act. Such loans or obligations may be issued pursuant to the Business District Plan. The City anticipates that notes, bonds, or similar obligations may be issued secured by revenues in the Business District Tax Allocation Fund to fund eligible District costs.

When District costs, including all municipal obligations financing Business District project costs incurred under Section 11-74.3-3 have been paid, any surplus funds then remaining in the Business District Tax Allocation Fund shall then be distributed to the municipal treasurer for deposit into the municipal general corporate fund.

**7. The rate of Any Tax to be Imposed pursuant to Subsection (10) and (11) of Section 11-74.3-3 of the Act**

Within the District, a rate of tax of 0.5% shall be imposed as a retailer's occupation tax and service occupation tax. Such tax shall be imposed for up to, but no more than, 23 years.

## **SECTION V. FINDINGS AND COMPLETION OF OBLIGATIONS**

### **A. Formal Findings**

The City of Highland makes the following formal findings with respect to establishing the Business District A Plan:

The area to be designated as a Business District is contiguous and includes only parcels of real property directly and substantially benefited by the Business District Plan.

The Business District, in its entirety, is located within the City limits of Highland, Illinois.

The City's exercise of the powers provided in the Act is dedicated to the promotion of the public interest and to the enhancement of the tax base of the Business District, and the use of the powers for the development and redevelopment of the Business District as provided in this Plan is declared to be a public use essential to the public interest of the residents of the City of Highland, Illinois.

The Business District is a blighted area; that, by reason of defective, non-existent, or inadequate street layout, the existence of conditions which threaten property by fire, and improper subdivision or obsolete platting. These factors, in combination, constitute an economic and social liability of the Area in its present condition and use; contribute to the economic underutilization of the Area; and create a menace to public health, safety, or welfare.

The Business District, on the whole, has not been subject to growth and development through investment by private enterprise or would not reasonably be anticipated to be redeveloped without the adoption of the Business District Development Plan.

The Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole, as determined by the City Council.

### **B. Completion of Business District Projects / Retirement of Obligations**

Upon payment of all Business District project costs and retirement of outstanding obligations, but in no event more than 23 years after the date of adoption of the ordinance approving the Business District A Plan, the municipality shall adopt an ordinance immediately rescinding the taxes imposed pursuant to subsections of (10) and (11) of Section 11-74.3-3.

# APPENDIX A

## LEGAL DESCRIPTION

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## APPENDIX A – LEGAL DESCRIPTION

Beginning at the southwest corner of Fifth Street and Walnut Street:

Proceed west along Fifth Street to the west line of 713 Fifth Street (Tax Parcel ID No. 02-2-18-32-18-301-018). Proceed north along said west line until reaching the north line of said lot and turn east and proceed until reaching the west line of 710 Fourth Street (Tax Parcel ID No. 02-2-18-32-18-301-014). Turn north and follow said west line until reaching Fourth Street. Go east to the west line of 318 Fourth Street (Tax Parcel ID No. 02-2-18-32-18-301-028). Turn north along said west line and the northerly prolongation thereof to following a straight line proceeding north until reaching the south line of Hi Top Bowl property (Tax Parcel ID No. 02-2-18-32-14-301-010). Follow said south line west until reaching the west line of said property. Proceed north along said west line to US Highway 40. Proceed westerly along US Highway 40 to the east line of the Trouw Nutrition main office at 115 Executive Drive (Tax Parcel ID No. 02-2-18-32-00-000-034). Follow said east line south until reaching the north line of the Korte-Luitjohan mini storage facility (Tax Parcel ID No. 02-2-18-32-00-000-039) and continue east along said north line until reaching the east line of said parcel. Proceed south along said east line until reaching the south line of said parcel and go west along said south line and the westerly prolongation thereof to Executive Drive. Follow Executive Drive north until reaching the north property line of the parcel at 80 Executive Drive (Tax Parcel ID No. 02-2-18-32-00-000-031). Go west along said north line to the west line of said parcel. Go south along said west line to the north property line of the parcel at 145 Matter Drive (Tax Parcel ID No. 02-2-18-32-00000-027). Follow the north line west across Matter Drive. Proceed southwesterly along the northwesterly line of 140 Matter Drive (Tax Parcel ID No. 02-2-18-32-00-000-028). Continue southwesterly along the northwesterly line of 200 Plaza Street (Tax Parcel ID Nos. 02-2-18-31-00-000-018.003 & 01-2-24-06-08-202-003) to the east line of 1 Ultraway Drive (Tax Parcel ID No. 01-2-24-06-08-202-004). Proceed north along said east line to US Highway 40. Go west along US Highway 40 to Frank Watson Parkway. Go northerly along Frank Watson Parkway until you reach Commerce Drive. Go easterly along Commerce Drive until you reach the west line of Retko Group LLC parcel (Tax Parcel ID No. 02-1-18-32-00-000-018) (15.42 acre). Proceed north along said west line, east along the north line of said Retko Group LLC parcel, and south along the east line of said Retko Group LLC parcel to US Highway 40. Go northeasterly along US Highway 40 to the west line of two tracts of land owned in trust by Bonnie McGinley (Tax Parcel ID No. 02-1-18-31-00-000-018.001 & 012) (5.18 & 3.5 acre, respectively). Go north along said west line to the south line of Crown Pointe apartments (Tax Parcel ID No. 02-1-18-31-00-000-011 & 011.001), thence east along said south line to the east line of said parcel and then north along said east line to Sportsman Road. Proceed east along Sportsman Road to west line of Rural King (Tax Parcel ID No. 02-1-18-32-00-000-021.006). Proceed north along said west line to the north line of said parcel and go east along said north line until you reach the west line of the Glik Development parcel (Tax Parcel ID No. 02-1-18-32-00-000-021.001). Go north along said west line to the north line of said parcel, then proceed east along said north line to IL Route 143. Follow IL Route 143 north to Koepfli Lane. Go west on Koepfli Lane to the common lot line of the lots between Zbinden Lane and Lincoln Lane. Proceed north along said common property line until reaching IL Route 143. Go northwesterly along IL Route 143 to the west line of Scott Credit Union (Tax Parcel ID No. 02-1-18-29-17-301-003.002). Follow said west line northerly to the south line of the Rehberger Holdings LLC tract (Tax Parcel ID No. 02-1-18-29-13-303-004) (7.2 acre). Go west along said south line to the west line of said tract. Proceed north along said west line to the north line of said tract. Go east along said north line to Cally Lane. Go south along Cally Lane to the north line of the Wal-Mart tract (Tax Parcel ID No. 02-2-18-29-03-301-001). Go east along said north line to the east line of said tract. Go south along said east line and the east line of the Professional Resource Development Inc. tract (Tax Parcel ID No. 02-2-

18-29-18-301-033) to Troxler Avenue. Go east along Troxler Avenue to the east line of the City of Highland tract (Tax Parcel ID No. 02-1-18-33-00-000-001.002) (10 acre). Continue south along said east line and the southerly prolongation thereof to the southeasterly line of US Highway 40. Proceed southwesterly along said southeasterly line to the easterly prolongation of the south line of the St. Joseph's Hospital tract (Tax Parcel ID No. 02-1-18-33-00-000-001) (61.98 acre). Continue westerly along said south line to the east line of IL Route 160. Follow said east line south to the north line of Splish Splash Car Wash (Tax Parcel ID Nos. 02-2-18-33-00-000-041 & 042). Go east along said north line to the east line of said parcel. Go south along said east line and the southerly prolongation thereof to US Highway 40. Go west on US Highway 40 to east line of Aviston Lumber (Tax Parcel ID No. 02-1-18-32-16-401-012.001). Proceed south along said east line and the southerly prolongation thereof to the north line of Safe Supply parcel (Tax Parcel ID No. 02-1-18-32-16-401-005.001). Go east along said north line to the east line of said parcel, then south along said east line to the south line of a vacant lot (Tax Parcel ID No. 02-1-18-32-16-401-005). Continue east along said south line to Poplar Street. Go north along Poplar St to the north line of the Kloss Furniture Tin Shed property (Tax Parcel ID No. 02-1-18-33-00-000-016.006). Go east along said north line to the east line of said property. Proceed south along said east line and the southerly extension thereof to the CSXT Railroad. Go west along the CSXT Railroad to Poplar Street and then go south along Poplar Street to the south line of Larry's Tire (Tax Parcel ID No. 02-1-18-32-20-402-001). Go west along said south line to Lemon Street. Go south along Lemon Street to the east-west alley just north of Sixth Street. Continue west along said alley and then south along the north-south alley just west of Lemon Street to Sixth Street. Proceed west along Sixth Street to Zschokke Street. Go north on Zschokke Street and across the CSXT Railroad to Fifth Street. Proceed southwesterly along Fifth Street to the north-south alley between Washington Street and Pine Street. Go north along said alley to Third Street, then east on Third Street to Pine Street. Proceed north along Pine Street to the south line of Second Street. Go west along said south line to the west line of Washington Street. Proceed north across Second Street to the north line of Second Street, then east along said north line to Lindenthal Creek. Go northwesterly along said creek to the east line of 101 Walnut Street (Tax Parcel ID No. 02-2-18-32-15-401-002). Proceed south along said east line to the south line of said parcel, then west along said south line to the east line of 820 Second Street (Tax Parcel ID No. 02-2-18-32-15-401-002.006). Proceed south along said east line to Second Street. Go west on Second Street to the north-south alley just east of Walnut Street. Proceed south along said alley to the north line of 220 Laurel Street (Tax Parcel ID No. 02-2-18-32-15-401-017). Go east along said north line to Laurel Street, then south along Laurel Street to Third Street. Proceed west along Third Street to the north-south alley just east of Walnut Street, then south along said alley to Fifth Street. Go southwesterly along Fifth Street to the Point of Beginning.

Excluding the following three (3) parcels:

Excluded Parcel 1:

All of Villa Park Drive and the multi-family properties at 2628, 2629, 2636, 2637, 2644 and 2645 Villa Park Drive (Tax Parcel ID Nos. 02-2-18-32-02-202-017, 010, 011, 012, 013, 014 & 015).

Excluded Parcel 2:

Beginning at the southwest corner of 520 Suppiger Way (Tax Parcel ID No. 02-2-18-32-02-201-014). Proceed north along the west line of said parcel, then east along the north line of said parcel and the north line of 500 Suppiger Way (Tax Parcel ID No. 02-2-18-32-02-201-015) to the southeasterly line of 500 Suppiger Way. Go southwesterly along said southeasterly line to the southwesterly line of Suppiger Way. Proceed southeasterly along said southwesterly line to the south line of a vacant lot (Tax Parcel ID No. 02-2-18-32-02-201-023). Go west along said

south line and the south line of 515-555 Suppinger Way (Tax Parcel ID Nos. 02-2-18-32-02-201-023.01 & 02-2-18-32-02-201-022.1) to the west line of said parcels. Proceed north along said west lines, across Suppinger Way to the Point of Beginning.

Excluded Parcel 3:

Beginning at the southwest corner of an undeveloped parcel of land just north of US Highway 40, owned by Lois Benson (Tax Parcel ID No. 02-1-18-32-02-202-006) (41.51 acre). Proceed north along the westerly line of said parcel to the south line of Northtown East Apartments at 85 Suppiger Lane (Tax Parcel ID No. 02-2-18-32-02-201-030). Go west along said south line and north along the west line of said parcel to the south line of 2676 Eagle Way Drive (Tax Parcel ID No. 02-2-18-32-02-201-029). Proceed west along said south line to the east line of Eagle Way Drive. Go north along said east line to the south line of Suppiger Lane. Proceed east along said south line to the northeasterly line of Suppiger Way. Go northwesterly along said northeasterly line to the northwesterly line of 380 Suppiger Lane (Tax Parcel ID No. 02-2-18-32-02-201-031). Proceed northeasterly along said northwesterly line to the southwesterly line of Highland High School (Tax Parcel ID No. 02-1-18-32-02-201-002). Thence meandering southeasterly along said southwesterly line to the north line of said Benson tract. Go east along said north line to the west line of IL Route 160. Go south along said west line to the south line of said Benson tract. Proceed west along said south line and south along the east line of said Benson tract to the northwesterly line of US Highway 40. Proceed southwesterly along said northwesterly line to the Point of Beginning.



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# APPENDIX B

## PARCEL ID LIST

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**APPENDIX B - PARCEL ID NUMBERS**

01-1-24-06-00-000-004.001	02-1-18-32-14-301-006.002	02-2-18-32-00-000-021.004
01-1-24-06-08-202-001	02-1-18-32-14-301-017	02-2-18-32-00-000-021.005
01-2-24-06-08-202-002	02-1-18-32-14-301-017.001	02-2-18-32-00-000-022.002
01-2-24-06-08-202-002.001	02-1-18-32-15-401-001	02-2-18-32-00-000-023.002
01-2-24-06-08-202-006	02-1-18-32-16-401-005.001	02-2-18-32-00-000-023.003
02-1-18-29-13-303-004	02-1-18-32-16-401-005.002	02-2-18-32-00-000-026
02-1-18-29-17-301-003.002	02-1-18-32-16-401-012.001	02-2-18-32-00-000-027.001
02-1-18-29-18-301-015	02-1-18-32-16-401-904	02-2-18-32-00-000-032
02-1-18-29-18-301-015.001	02-1-18-32-18-301-005	02-2-18-32-00-000-033
02-1-18-29-18-301-016	02-1-18-32-18-301-006	02-2-18-32-00-000-034
02-1-18-29-18-301-017	02-1-18-32-20-401-904	02-2-18-32-00-000-038
02-1-18-29-18-301-018	02-1-18-32-20-402-001	02-2-18-32-00-000-038.001
02-1-18-29-18-301-019	02-1-18-33-00-000-001	02-2-18-32-00-000-039
02-1-18-29-18-301-020	02-1-18-33-00-000-001.002	02-2-18-32-00-000-040
02-1-18-29-18-301-025	02-1-18-33-00-000-001.003	02-2-18-32-02-201-005
02-1-18-29-18-301-025.001	02-1-18-33-00-000-016.001	02-2-18-32-02-201-006
02-1-18-31-00-000-010	02-1-18-33-00-000-016.002	02-2-18-32-02-201-013
02-1-18-31-00-000-010.001	02-1-18-33-00-000-016.003	02-2-18-32-02-201-016
02-1-18-31-00-000-012	02-1-18-33-00-000-016.004	02-2-18-32-02-201-017
02-1-18-31-00-000-018	02-1-18-33-00-000-016.005	02-2-18-32-02-201-018
02-1-18-31-00-000-018.001	02-1-18-33-00-000-016.006	02-2-18-32-02-201-019.01C
02-1-18-32-00-000-021.001	02-1-18-33-00-000-016.009	02-2-18-32-02-201-019.02C
02-1-18-32-00-000-021.006	02-1-18-33-00-000-016.010	02-2-18-32-02-201-020.01C
02-1-18-32-00-000-022	02-2-18-29-03-301-001	02-2-18-32-02-201-020.02C
02-1-18-32-00-000-022.004	02-2-18-29-03-301-002	02-2-18-32-02-201-021
02-1-18-32-00-000-022.008	02-2-18-29-03-301-003	02-2-18-32-02-201-024
02-1-18-32-00-000-022.009	02-2-18-29-03-301-004	02-2-18-32-02-201-025
02-1-18-32-00-000-022.C00	02-2-18-29-03-301-005	02-2-18-32-02-201-026
02-1-18-32-00-000-023	02-2-18-29-18-301-021	02-2-18-32-02-201-027
02-1-18-32-02-201-001	02-2-18-29-18-301-022	02-2-18-32-02-201-036
02-1-18-32-02-201-001.001	02-2-18-29-18-301-023	02-2-18-32-02-201-037
02-1-18-32-02-201-002	02-2-18-29-18-301-024	02-2-18-32-02-202-008
02-1-18-32-02-201-003	02-2-18-29-18-301-030	02-2-18-32-02-202-009
02-1-18-32-02-201-004	02-2-18-29-18-301-031	02-2-18-32-02-202-016
02-1-18-32-02-201-007	02-2-18-29-18-301-033	02-2-18-32-02-202-018
02-1-18-32-02-202-005	02-2-18-31-00-000-018.004	02-2-18-32-02-202-019
02-1-18-32-13-301-018	02-2-18-31-00-000-018.005	02-2-18-32-02-202-021
02-1-18-32-14-301-001	02-2-18-31-00-000-047	02-2-18-32-02-202-022
02-1-18-32-14-301-002	02-2-18-32-00-000-017	02-2-18-32-02-202-023
02-1-18-32-14-301-004	02-2-18-32-00-000-018	02-2-18-32-02-202-024
02-1-18-32-14-301-005	02-2-18-32-00-000-019	02-2-18-32-02-202-025
02-1-18-32-14-301-006.001	02-2-18-32-00-000-020	02-2-18-32-02-202-026

**APPENDIX B - PARCEL ID NUMBERS (CONT.)**

02-2-18-32-02-202-027	02-2-18-32-15-401-003	02-2-18-32-16-401-026
02-2-18-32-02-202-028	02-2-18-32-15-401-004	02-2-18-32-16-401-027
02-2-18-32-02-202-029	02-2-18-32-15-401-005	02-2-18-32-16-401-029
02-2-18-32-02-202-030	02-2-18-32-15-401-006	02-2-18-32-16-401-030
02-2-18-32-02-202-031	02-2-18-32-15-401-007	02-2-18-32-16-401-031
02-2-18-32-02-202-032	02-2-18-32-15-401-009	02-2-18-32-16-401-032
02-2-18-32-13-301-001	02-2-18-32-15-401-010	02-2-18-32-16-401-033
02-2-18-32-13-301-003	02-2-18-32-15-401-011	02-2-18-32-16-401-034
02-2-18-32-13-301-005	02-2-18-32-15-401-012	02-2-18-32-16-401-035
02-2-18-32-13-301-007	02-2-18-32-15-401-013	02-2-18-32-18-301-014
02-2-18-32-13-301-008	02-2-18-32-15-401-022	02-2-18-32-18-301-015
02-2-18-32-13-301-009	02-2-18-32-15-401-023	02-2-18-32-18-301-018
02-2-18-32-13-301-010	02-2-18-32-15-401-024	02-2-18-32-18-301-019
02-2-18-32-13-301-011	02-2-18-32-15-401-025	02-2-18-32-18-301-020
02-2-18-32-13-301-012	02-2-18-32-15-401-026	02-2-18-32-18-301-021
02-2-18-32-13-301-013	02-2-18-32-15-401-027	02-2-18-32-18-301-022
02-2-18-32-13-301-014	02-2-18-32-15-401-028	02-2-18-32-18-301-023
02-2-18-32-13-301-015	02-2-18-32-15-401-029	02-2-18-32-18-301-024
02-2-18-32-13-301-015.001	02-2-18-32-15-401-030	02-2-18-32-18-301-025
02-2-18-32-13-301-016	02-2-18-32-15-401-031	02-2-18-32-18-301-026
02-2-18-32-13-301-017	02-2-18-32-15-401-032	02-2-18-32-18-301-027
02-2-18-32-14-301-003	02-2-18-32-15-402-023	02-2-18-32-18-301-028
02-2-18-32-14-301-007	02-2-18-32-15-402-031	02-2-18-32-19-401-001
02-2-18-32-14-301-007.001	02-2-18-32-16-401-006.001	02-2-18-32-19-401-002
02-2-18-32-14-301-010	02-2-18-32-16-401-007	02-2-18-32-19-401-003
02-2-18-32-14-301-010.001	02-2-18-32-16-401-009	02-2-18-32-19-401-004
02-2-18-32-14-301-011	02-2-18-32-16-401-010	02-2-18-32-19-401-005
02-2-18-32-14-301-012	02-2-18-32-16-401-010.001	02-2-18-32-19-401-006
02-2-18-32-14-301-013	02-2-18-32-16-401-011	02-2-18-32-19-401-007
02-2-18-32-15-401-002	02-2-18-32-16-401-013	02-2-18-32-19-401-008
02-2-18-32-15-401-002.001	02-2-18-32-16-401-014	02-2-18-32-19-401-009
02-2-18-32-15-401-002.002	02-2-18-32-16-401-015	02-2-18-32-19-402-006
02-2-18-32-15-401-002.003	02-2-18-32-16-401-016	02-2-18-32-19-402-009
02-2-18-32-15-401-002.004	02-2-18-32-16-401-017	02-2-18-32-19-402-010
02-2-18-32-15-401-002.005	02-2-18-32-16-401-018	02-2-18-32-20-401-001
02-2-18-32-15-401-002.006	02-2-18-32-16-401-019	02-2-18-32-20-401-005
02-2-18-32-15-401-002.011	02-2-18-32-16-401-020	02-2-18-32-20-401-007
02-2-18-32-15-401-002.012	02-2-18-32-16-401-021	02-2-18-33-00-000-040
02-2-18-32-15-401-002.013	02-2-18-32-16-401-022	02-2-18-33-00-000-041
02-2-18-32-15-401-002.014	02-2-18-32-16-401-023	02-2-18-33-00-000-042
02-2-18-32-15-401-002.015	02-2-18-32-16-401-024	
02-2-18-32-15-401-002.018	02-2-18-32-16-401-025	

# APPENDIX C

## ADDRESS LIST

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**APPENDIX C - ADDRESS LIST**

1 ROBIN CT	12571 STATE ROUTE 143
1 W POCAHONTAS RD	12587 STATE ROUTE 143
1 WOODCREST DR	12591 STATE ROUTE 143
10 APEX DR	12595 ILL RTE 143
10 WINGED FOOT DR	12603 HIGHWAY 143
100 EXECUTIVE DR	12603 IL HWY 143
101 FOREST DR	12603 STATE ROUTE 143
101 WALNUT ST	12610 NIGGLI RD
102 EXECUTIVE DR	12610 STATE ROUTE 143
105 SUPPIGER LN	12613 STATE ROUTE 143
105 SUPPINGER RD	12616 RT 143 STE 200
110 EXECUTIVE DR	12616 STATE ROUTE 143
110 WALNUT ST	12620 STATE ROUTE 143
110 WOODCREST DR	12621 STATE ROUTE 143
1100 5TH ST	12630 STATE ROUTE 143
111 SIXTH ST	12631 STATE ROUTE 143
111 WALNUT ST	12860 TROXLER AVE
1113 BROADWAY	130 WOODCREST DR
1115 BROADWAY	1300 MERCANTILE DR
1119 OLIVE ST	13019 US HIGHWAY 40
115 EXECUTIVE DR	1304 MERCANTILE DR
115 EXECUTIVE DR PO BOX 219	1305 MERCANTILE DR
117 BLUEBELL LN	13054 TRESTLE RD
118 WALNUT ST	1312 MERCANTILE DR
120 EXECUTIVE DR	1316 MERCANTILE DR
120 MATTER DR	1326 MERCANTILE DR
12052 HIGHLAND RD	1328 MERCANTILE DR
12441 US HIGHWAY 40	13468 SAINT ROSE RD
12441 US HWY 40	135 POPLAR ST
12442 SPORTSMAN RD	135 SUNDEW LN
12447 US HIGHWAY 40	13968 SAINT ROSE RD
12448 SPORTSMAN RD	140 WOODCREST DR
12475 STATE ROUTE 143	1402 MERCANTILE DR
12495 STATE ROUTE 143	15 APEX DR
12495 STATE ROUTE 143 STE A	15 CENTRAL BLVD
1250 MERCANTILE DR	15 SUN CT
12516 SPORTSMAN RD	150 MATTER DR
12531 SPORTSMAN RD	150 WOODCREST DR
12540 SPORTSMAN RD	1502 OLIVE ST
12545 ROUTE 143	1515 MAIN ST
12545 STATE ROUTE 143	1600 MAPLE ST
12547 IL RT 143	1617 PARADISE DR
12547 ROUTE 143	1624 BROADWAY
12547 STATE ROUTE 143	165 WOODCREST DR
12547 STATE ROUTE 143 STE C	170 WOODCREST DR
12551 HWY 143 STES B	175 SUNFLOWER DR
12551 STATE ROUTE 143	188 WOODCREST DR
12560 SPORTSMAN RD	190 WOODCREST DR
12563 US HIGHWAY 40	192 WOODCREST DR



**APPENDIX C - ADDRESS LIST (CONT.)**

193 WOODCREST	300 POPLAR ST
193 WOODCREST DR	301 POPLAR
1931 PAPIN	304 POPLAR ST
195B WOODCREST DR	305 FOREST DR
20 CENTRAL BLVD	31 ZBINDEN LN
20 LEN DR	318 WASHINGTON ST
2008 CYPRESS ST	320 WALNUT ST
201 POPLAR ST	3330 HILL RD
201 WALNUT ST	34 ZBINDEN LN
204 POPLAR ST	345 HAMPTON CT
206 WALNUT ST	35 ZBINDEN LN
207 WALNUT ST	36 ZBINDEN LN
2100 SALMON DR	380 SUPPIGER LN STE 1
212 MIRABEAU	3833 MEADOW LN
212 WALNUT	4 ULTRAWAY DR
213 WALNUT ST	400 BROADWAY
215 SUPPIGER LN	401 WALNUT ST
21570 STATE RTE 143	4039 STATE ROUTE 160
218 WALNUT ST	405 WALNUT ST
22 CHERRY LN	409 WALNUT ST
220 SUPPIGER LN	410 PINE ST
23 CHERRY LN	410 SUPPIGER WAY
2466 BECKER RD	410A PINE ST
25 SHANNON CT	413 LAUREL ST
2504 COMMERCE	418 WALNUT ST
2615 PLAZA DR	425 WALNUT ST
2621 VILLA PARK DR	429 WALNUT ST
2625 PLAZA DR	430 SUPPIGER WAY
2635 PLAZA DR	45 SUNRAY DR
2636 VILLA DR APT D	4527 NAVAJO DR
2645 NORTHTOWN WAY	5 SHADYWOODS LN
2649 NORTHTOWN WAY	501 ZSCHOKKE ST
265 SUNFLOWER DR	523 DOLPHIN DR W
2650 PLAZA DR	526 POPLAR ST
2655 NORTHTOWN WAY # 9	560 SUPPIGER WAY
2661 NORTHTOWN WAY	565 SUPPIGER WAY
2663 NORTHTOWN WAY	6 RIALTO DR
2671 NORTHTOWN WAY	6 ULTRAWAY DR
2675 NORTHTOWN WAY	7 SHAMROCK BLVD
2683 NORTHTOWN WAY	700 PORPOISE DR
2702 STATE ROUTE 160	710 4TH ST
2720 GARDENIA ST	712 12TH ST
2740 STATE ROUTE 160	800 3RD ST
2768 TROXLER WAY	803 3RD ST
2770 TROXLER WAY	820 2ND ST
28 WILLOW CREEK DR	915 PESTALOZZI
3 ULTRAWAY DR	
30 APEX DR	

# **APPENDIX B**

## **AMENDED LEGAL DESCRIPTION**

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## APPENDIX B – AMENDED LEGAL DESCRIPTION

### AMENDED AREA:

BEGINNING AT THE SOUTHWEST CORNER OF SYCAMORE STREET AND NINTH STREET: PROCEED SOUTHERLY ALONG SYCAMORE STREET TO POPLAR STREET. CONTINUE SOUTH ALONG POPLAR STREET TO THE EAST-WEST ALLEY, ONE HALF (1/2) BLOCK SOUTH OF BROADWAY. GO WEST ALONG SAID ALLEY TO ZSCHOKKE STREET. GO SOUTH ONE HALF (1/2) BLOCK TO TWELFTH STREET. GO WEST ON TWELFTH STREET TO LAUREL STREET AND GO NORTH ON LAUREL STREET ONE HALF (1/2) BLOCK TO THE EAST-WEST ALLEY. PROCEED WEST IN THE ALLEY(S) TO OLD TRENTON ROAD, GOING NORTH ON OLD TRENTON ROAD ONE HALF (1/2) BLOCK TO BROADWAY. GO WEST ON BROADWAY TO NEW TRENTON ROAD (IL ROUTE 160). GO SOUTH UNTIL YOU REACH THE SOUTH LINE OF THE AMERICAN LEGION PROPERTY (TAX PARCEL ID NO. 01-1-24-06-12-201-035), FOLLOWING SAID LINE WEST UNTIL REACHING THE WEST PROPERTY LINE. TURN NORTH UNTIL REACHING THE NORTH LINE OF SAID AMERICAN LEGION PROPERTY, THEN TURN EAST AND FOLLOW SAID NORTH LINE UNTIL YOU REACH THE WEST LINE OF THE RYDER INN PROPERTY (TAX PARCEL ID NO. 01-1-24-06-12-201-034). PROCEED NORTH ALONG SAID WEST LINE TO HIGHLAND ROAD. PROCEED WEST ALONG HIGHLAND ROAD TO THE WEST PROPERTY LINE OF THE NEW CITY OF HIGHLAND STREET AND ALLEY FACILITY (TAX PARCEL ID NO. 01-2-24-06-00-000-011). GO NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF THE HIGHLAND ANIMAL SHELTER (TAX PARCEL ID NO. 01-2-24-06-00-000-014.001). TURN WEST AND FOLLOW SAID LINE TO THE WEST LINE OF SAID HIGHLAND ANIMAL SHELTER PROPERTY. GO NORTH ALONG SAID WEST LINE TO MONROE STREET. PROCEED EAST ALONG MONROE STREET TO THE KLAUS SERVICE CENTER PROPERTY (TAX PARCEL ID NO. 01-2-24-06-08-201-003). GO NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID KLAUS SERVICE CENTER PROPERTY. TURN EAST AND PROCEED ALONG SAID NORTH LINE TO THE ALLEY THAT RUNS ALONG THE EAST SIDE OF SAID PROPERTY. TURN NORTH AND FOLLOW THE ALLEY TO THE NORTH LINE OF THE KORTE AND RICHTER MEAT PROCESSING PROPERTY (TAX PARCEL ID NO. 01-2-24-06-08-201-010). PROCEED EASTERLY ALONG SAID NORTH LINE TO DEAL STREET. TURN AND GO SOUTHERLY ALONG DEAL STREET TO THE SOUTH LINE OF SKIP'S AUTOMOTIVE SERVICE (TAX PARCEL ID NO. 01-2-24-06-08-201-008). TURN WEST AND FOLLOW SAID LINE TO THE ALLEY. PROCEED SOUTH ALONG THE ALLEY TO MONROE STREET. TURN EASTERLY ON MONROE STREET UNTIL YOU REACH MAIN STREET AT CENTER STREET. FOLLOW MAIN STREET EAST TO PESTALOZZI STREET. GO NORTH ON PESTALOZZI STREET TO NINTH STREET AND GO EAST ON NINTH STREET TO WALNUT STREET. CONTINUING NORTH ON WALNUT STREET TO EIGHTH STREET. AT EIGHTH STREET, GO WEST ONE LOT AND TURN NORTH ALONG THE WEST LINE OF SAID LOT (TAX PARCEL ID NO. 02-2-18-32-18-302-018) UNTIL REACHING THE EAST-WEST ALLEY. PROCEED WEST ALONG THE ALLEY UNTIL YOU REACH MULBERRY STREET. FOLLOW MULBERRY STREET SOUTH TO NINTH STREET. GO WEST ALONG NINTH STREET TO CHESTNUT STREET. PROCEED NORTH ALONG CHESTNUT STREET TO THE NORTH LINE OF THE CSXT RAILROAD. GO EAST ALONG SAID NORTH LINE UNTIL REACHING THE WEST LINE OF RAILSHAKE BREWERY (TAX PARCEL ID NO. 02-2-18-32-18-302-004). GO NORTH ALONG THE SAID WEST LINE UNTIL REACHING FIFTH STREET. TURN EAST ALONG FIFTH STREET UNTIL YOU REACH ZSCHOKKE STREET. GO SOUTH ON ZSCHOKKE STREET TO THE SOUTH LINE OF THE CSXT RAILROAD. PROCEED WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF A PARCEL OF LAND AT 917 SIXTH STREET (TAX PARCEL ID NO. 02-118-32-19-402-012). TURN SOUTH ALONG SAID EAST LINE AND CONTINUE SOUTH ALONG WASHINGTON STREET TO SEVENTH STREET. THEN GO WEST ALONG THE SOUTH PROPERTY LINE OF 620 WASHINGTON STREET (TAX PARCEL ID NO. 02-2-18-32-19-403-019) AND CONTINUE WEST ALONG THE EAST-WEST ALLEY UNTIL REACHING LAUREL STREET GOING SOUTH ALONG LAUREL STREET TO NINTH STREET. GO EAST ALONG NINTH STREET TO LEMON STREET AND PROCEED NORTH ONE HALF (1/2) BLOCK TO THE EAST-WEST ALLEY. GO EAST THROUGH SAID ALLEY CROSSING POPLAR STREET AND CONTINUE EAST ALONG NINTH STREET TO THE POINT OF BEGINNING.

INCLUDING: PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON ROD AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE ON THE NORTH QUARTER QUARTER LINE SOUTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, A DISTANCE OF 445.68 FEET TO A SET IRON ROD ON THE WEST RIGHT OF WAY LINE OF PROPOSED HEMLOCK STREET (100 FEET WIDE); THENCE CONTINUING ON SAID QUARTER QUARTER LINE SOUTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, DISTANCE OF 654.86 FEET TO A SET IRON ROD; THENCE SOUTH 06 DEGREES 29 MINUTES 22 SECONDS WEST, A DISTANCE OF 966.69 FEET TO A SET IRON ROD; THENCE SOUTH 27 DEGREES 49 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.08 FEET TO A SET IRON ROD ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 40 (150 FEET WIDE); THENCE ON SAID NORTH RIGHT OF WAY LINE ON A 5133.79 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS NORTH 64 DEGREES 51 MINUTES 42 SECONDS EAST, A CHORD DISTANCE OF 150.13 FEET TO THE SOUTHERLY POINT OF A TRACT OF LAND CONVEYED TO MADISON COUNTY MASS TRANSIT DISTRICT IN DOCUMENT NUMBER 2005R48155 OF THE MADISON COUNTY, ILLINOIS RECORDS; THENCE ON THE WESTERLY LINE OF SAID TRACT, NORTH 27 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 139.89 FEET TO A FOUND IRON ROD AT THE WESTERLY CORNER OF SAID DISTRICT TRACT; THENCE ON THE NORTHERLY LINE OF SAID DISTRICT TRACT ON A 4993.79 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS NORTH 59 DEGREES 18 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 828.89 FEET TO A POINT AT THE NORTHERLY CORNER OF SAID DISTRICT TRACT, ALSO BEING ON THE WEST RIGHT OF WAY LINE OF PROPOSED HEMLOCK STREET (100 FEET WIDE); THENCE ON SAID WESTERLY RIGHT OF WAY LINE ON A 600.91 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 09 DEGREES 46 MINUTES 47 SECONDS WEST, A CHORD DISTANCE OF 500.31 FEET TO THE POINT OF BEGINNING, CONTAINING 12.89 ACRES.

### ORIGINAL AREA:

BEGINNING AT THE SOUTHWEST CORNER OF FIFTH STREET AND WALNUT STREET: PROCEED WEST ALONG FIFTH STREET TO THE WEST LINE OF 713 FIFTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-018). PROCEED NORTH ALONG SAID WEST LINE UNTIL REACHING THE NORTH LINE OF SAID LOT AND TURN EAST AND PROCEED UNTIL REACHING THE WEST LINE OF 710 FOURTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-014). TURN NORTH AND FOLLOW SAID WEST LINE UNTIL REACHING FOURTH STREET. GO EAST TO THE WEST LINE OF 318 FOURTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-028). TURN NORTH ALONG SAID WEST LINE AND THE NORTHERLY PROLONGATION THEREOF TO FOLLOWING A STRAIGHT LINE PROCEEDING NORTH UNTIL REACHING THE SOUTH LINE OF HI TOP BOWL PROPERTY (TAX PARCEL ID NO. 02-2-18-32-14-301-010). FOLLOW SAID SOUTH LINE WEST UNTIL REACHING THE WEST LINE OF SAID PROPERTY. PROCEED NORTH ALONG SAID WEST LINE TO US HIGHWAY 40. PROCEED WESTERLY ALONG US HIGHWAY 40 TO THE EAST LINE OF THE TROUW NUTRITION MAIN OFFICE AT 115 EXECUTIVE DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-034). FOLLOW SAID EAST LINE SOUTH UNTIL REACHING THE NORTH LINE OF THE KORTE-LUITJOHAN MINI STORAGE FACILITY (TAX PARCEL ID NO. 02-2-18-32-00-000-039) AND CONTINUE EAST ALONG SAID NORTH LINE UNTIL REACHING THE EAST LINE OF SAID PARCEL. PROCEED SOUTH ALONG SAID EAST LINE UNTIL REACHING THE SOUTH LINE OF SAID PARCEL AND GO WEST ALONG SAID SOUTH LINE AND THE WESTERLY PROLONGATION THEREOF TO EXECUTIVE DRIVE. FOLLOW EXECUTIVE DRIVE NORTH UNTIL REACHING THE NORTH PROPERTY LINE OF THE PARCEL AT 80 EXECUTIVE DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-031). GO WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID PARCEL. GO SOUTH ALONG SAID WEST LINE TO THE NORTH PROPERTY LINE OF THE PARCEL AT 145 MATTER DRIVE (TAX PARCEL ID NO. 02-2-18-32-00000-027). FOLLOW THE NORTH LINE WEST ACROSS MATTER DRIVE. PROCEED SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF 140 MATTER DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-028). CONTINUE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF 200 PLAZA STREET (TAX PARCEL ID NOS. 02-2-18-31-00-000-018.003 & 01-2-24-06-08-202-003) TO THE EAST LINE OF 1 ULTRAWAY DRIVE (TAX PARCEL ID NO. 01-2-24-06-08-202-004). PROCEED NORTH ALONG SAID

EAST LINE TO US HIGHWAY 40. GO WEST ALONG US HIGHWAY 40 TO FRANK WATSON PARKWAY. GO NORTHERLY ALONG FRANK WATSON PARKWAY UNTIL YOU REACH COMMERCE DRIVE. GO EASTERLY ALONG COMMERCE DRIVE UNTIL YOU REACH THE WEST LINE OF RETKO GROUP LLC PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-018) (15.42 ACRE). PROCEED NORTH ALONG SAID WEST LINE, EAST ALONG THE NORTH LINE OF SAID RETKO GROUP LLC PARCEL, AND SOUTH ALONG THE EAST LINE OF SAID RETKO GROUP LLC PARCEL TO US HIGHWAY 40. GO NORTHEASTERLY ALONG US HIGHWAY 40 TO THE WEST LINE OF TWO TRACTS OF LAND OWNED IN TRUST BY BONNIE MCGINLEY (TAX PARCEL ID NO. 02-1-18-31-00-000-018.001 & 012) (5.18 & 3.5 ACRE, RESPECTIVELY). GO NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF CROWN POINTE APARTMENTS (TAX PARCEL ID NO. 02-1-18-31-00-000-011 & 011.001), THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID PARCEL AND THEN NORTH ALONG SAID EAST LINE TO SPORTSMAN ROAD. PROCEED EAST ALONG SPORTSMAN ROAD TO WEST LINE OF RURAL KING (TAX PARCEL ID NO. 02-1-18-32-00-000-021.006). PROCEED NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL AND GO EAST ALONG SAID NORTH LINE UNTIL YOU REACH THE WEST LINE OF THE GLIK DEVELOPMENT PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-021.001). GO NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL, THEN PROCEED EAST ALONG SAID NORTH LINE TO IL ROUTE 143. FOLLOW SAID WEST LINE NORTH TO KOEPFLI LANE. GO WEST ON KOEPFLI LANE TO THE COMMON LOT LINE OF THE LOTS BETWEEN ZBINDEN LANE AND LINCOLN LANE. PROCEED NORTH ALONG SAID COMMON PROPERTY LINE UNTIL REACHING IL ROUTE 143. GO NORTHWESTERLY ALONG IL ROUTE 143 TO THE WEST LINE OF SCOTT CREDIT UNION (TAX PARCEL ID NO. 02-1-18-29-17-301-003.002). FOLLOW SAID WEST LINE NORTHERLY TO THE SOUTH LINE OF THE REHBERGER HOLDINGS LLC TRACT (TAX PARCEL ID NO. 02-1-18-29-13-303-004) (7.2 ACRE). GO WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID TRACT. PROCEED NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID TRACT. GO EAST ALONG SAID NORTH LINE TO CALLY LANE. GO SOUTH ALONG CALLY LANE TO THE NORTH LINE OF THE WAL-MART TRACT (TAX PARCEL ID NO. 02-2-18-29-03-301-001). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID TRACT. GO SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF THE PROFESSIONAL RESOURCE DEVELOPMENT INC. TRACT (TAX PARCEL ID NO. 02-2-18-29-18-301-033) TO TROXLER AVENUE. GO EAST ALONG TROXLER AVENUE TO THE EAST LINE OF THE CITY OF HIGHLAND TRACT (TAX PARCEL ID NO. 02-1-18-33-00-000-001.002) (10 ACRE). CONTINUE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO THE SOUTHEASTERLY LINE OF US HIGHWAY 40. PROCEED SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE ST. JOSEPH'S HOSPITAL TRACT (TAX PARCEL ID NO. 02-1-18-33-00-000-001) (61.98 ACRE). CONTINUE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF IL ROUTE 160. FOLLOW SAID EAST LINE SOUTH TO THE NORTH LINE OF SPLISH SPLASH CAR WASH (TAX PARCEL ID NOS. 02-2-18-33-00-000-041 & 042). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PARCEL. GO SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO US HIGHWAY 40. GO WEST ON US HIGHWAY 40 TO EAST LINE OF AVISTON LUMBER (TAX PARCEL ID NO. 02-1-18-32-16-401-012.001). PROCEED SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF SAFE SUPPLY PARCEL (TAX PARCEL ID NO. 02-1-18-32-16-401-005.001). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PARCEL, THEN SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF A VACANT LOT (TAX PARCEL ID NO. 02-1-18-32-16-401-005). CONTINUE EAST ALONG SAID SOUTH LINE TO POPLAR STREET. GO NORTH ALONG POPLAR ST TO THE NORTH LINE OF THE KLOSS FURNITURE TIN SHED PROPERTY (TAX PARCEL ID NO. 02-1-18-33-00-000-016.006). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PROPERTY. PROCEED SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO THE CSXT RAILROAD. GO WEST ALONG THE CSXT RAILROAD TO POPLAR STREET AND THEN GO SOUTH ALONG POPLAR STREET TO THE SOUTH LINE OF LARRY'S TIRE (TAX PARCEL ID NO. 02-1-18-32-20-402-001). GO WEST ALONG SAID SOUTH LINE TO LEMON STREET. GO SOUTH ALONG LEMON STREET TO THE EAST-WEST ALLEY JUST NORTH OF SIXTH STREET. CONTINUE WEST ALONG SAID ALLEY AND THEN SOUTH ALONG THE NORTH-SOUTH ALLEY JUST WEST OF LEMON STREET TO SIXTH STREET. PROCEED WEST ALONG SIXTH STREET TO ZSCHOKKE STREET. GO NORTH ON ZSCHOKKE STREET AND ACROSS THE CSXT RAILROAD TO FIFTH STREET. PROCEED SOUTHWESTERLY ALONG FIFTH STREET TO THE NORTH-SOUTH ALLEY BETWEEN WASHINGTON STREET AND PINE STREET. GO NORTH ALONG SAID ALLEY TO THIRD STREET, THEN EAST ON THIRD STREET TO PINE STREET. PROCEED NORTH ALONG PINE STREET TO THE SOUTH LINE OF SECOND STREET. GO WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF WASHINGTON STREET. PROCEED NORTH ACROSS SECOND STREET TO THE NORTH LINE OF SECOND STREET, THEN EAST ALONG SAID NORTH LINE TO LINDENTHAL CREEK. GO NORTHWESTERLY ALONG SAID CREEK TO THE EAST LINE OF 101 WALNUT STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-002). PROCEED SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID PARCEL, THEN WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF 820 SECOND STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-002.006). PROCEED SOUTH ALONG SAID EAST LINE TO SECOND STREET. GO WEST ON SECOND STREET TO THE NORTH-SOUTH ALLEY JUST EAST OF WALNUT STREET. PROCEED SOUTH ALONG SAID ALLEY TO THE NORTH LINE OF 220 LAUREL STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-017). GO EAST ALONG SAID NORTH LINE TO LAUREL STREET, THEN SOUTH ALONG LAUREL STREET TO THIRD STREET. PROCEED WEST ALONG THIRD STREET TO THE NORTH-SOUTH ALLEY JUST EAST OF WALNUT STREET, THEN SOUTH ALONG SAID ALLEY TO FIFTH STREET. GO SOUTHWESTERLY ALONG FIFTH STREET TO THE POINT OF BEGINNING.

EXCLUDING THE FOLLOWING THREE (3) PARCELS:

EXCLUDED PARCEL 1: ALL OF VILLA PARK DRIVE AND THE MULTI-FAMILY PROPERTIES AT 2628, 2629, 2636, 2637, 2644 AND 2645 VILLA PARK DRIVE (TAX PARCEL ID NOS. 02-2-18-32-02-202-017, 010, 011, 012, 013, 014 & 015).

EXCLUDED PARCEL 2: BEGINNING AT THE SOUTHWEST CORNER OF 520 SUPPIGER WAY (TAX PARCEL ID NO. 02-2-18-32-02-201-014). PROCEED NORTH ALONG THE WEST LINE OF SAID PARCEL, THEN EAST ALONG THE NORTH LINE OF SAID PARCEL AND THE NORTH LINE OF 500 SUPPIGER WAY (TAX PARCEL ID NO. 02-2-18-32-02-201-015) TO THE SOUTHEASTERLY LINE OF 500 SUPPIGER WAY. GO SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWESTERLY LINE OF SUPPIGER WAY. PROCEED SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE SOUTH LINE OF A VACANT LOT (TAX PARCEL ID NO. 02-2-18-32-02-201-023). GO WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF 515-555 SUPPIGER WAY (TAX PARCEL ID NOS. 02-2-18-32-02-201-023.01 & 02-2-18-32-02-201-022.1) TO THE WEST LINE OF SAID PARCELS. PROCEED NORTH ALONG SAID WEST LINES, ACROSS SUPPIGER WAY TO THE POINT OF BEGINNING.

EXCLUDED PARCEL 3: BEGINNING AT THE SOUTHWEST CORNER OF AN UNDEVELOPED PARCEL OF LAND JUST NORTH OF US HIGHWAY 40, OWNED BY LOIS BENSON (TAX PARCEL ID NO. 02-1-18-32-02-202-006) (41.51 ACRE). PROCEED NORTH ALONG THE WESTERLY LINE OF SAID PARCEL TO THE SOUTH LINE OF NORTHTOWN EAST APARTMENTS AT 85 SUPPIGER LANE (TAX PARCEL ID NO. 02-2-18-32-02-201-030). GO WEST ALONG SAID SOUTH LINE AND NORTH ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTH LINE OF 2676 EAGLE WAY DRIVE (TAX PARCEL ID NO. 02-2-18-32-02-201-029). PROCEED WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF EAGLE WAY DRIVE. GO NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SUPPIGER LANE. PROCEED EAST ALONG SAID SOUTH LINE TO THE NORTHEASTERLY LINE OF SUPPIGER WAY. GO NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE TO THE NORTHWESTERLY LINE OF 380 SUPPIGER LANE (TAX PARCEL ID NO. 02-2-18-32-02-201-031). PROCEED NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHWESTERLY LINE OF HIGHLAND HIGH SCHOOL (TAX PARCEL ID NO. 02-1-18-32-02-201-002). THENCE MEANDERING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTH LINE OF SAID BENSON TRACT. GO EAST ALONG SAID NORTH LINE TO THE WEST LINE OF IL ROUTE 160. GO SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID BENSON TRACT. PROCEED WEST ALONG SAID SOUTH LINE AND SOUTH ALONG THE EAST LINE OF SAID BENSON TRACT TO THE NORTHWESTERLY LINE OF US HIGHWAY 40. PROCEED SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

# APPENDIX C

## PARCEL ID LIST

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**APPENDIX C - PARCEL ID NUMBERS (AMENDED AREA)**

01-1-24-04-05-101-003	01-2-24-05-05-103-036.05C	01-2-24-05-06-103-012
01-1-24-04-05-101-003.002	01-2-24-05-05-103-036.06C	01-2-24-05-06-103-013
01-1-24-04-05-101-004	01-2-24-05-05-103-036.07C	01-2-24-05-06-103-014
01-1-24-04-05-101-006	01-2-24-05-05-103-036.08C	01-2-24-05-06-103-015
01-1-24-04-05-101-006.001	01-2-24-05-05-103-036.09C	01-2-24-05-06-103-016
01-1-24-06-00-000-010	01-2-24-05-05-103-036.10C	01-2-24-05-06-103-017
01-1-24-06-00-000-010.001	01-2-24-05-05-103-036.11C	01-2-24-05-06-103-018
01-1-24-06-12-201-034	01-2-24-05-06-101-001	01-2-24-05-06-103-019
01-1-24-06-12-201-035	01-2-24-05-06-101-002	01-2-24-05-06-103-020
01-2-24-05-05-103-001	01-2-24-05-06-101-003	01-2-24-05-06-103-021
01-2-24-05-05-103-002	01-2-24-05-06-101-004	01-2-24-05-06-103-021.001
01-2-24-05-05-103-003	01-2-24-05-06-101-005	01-2-24-05-06-103-022
01-2-24-05-05-103-005	01-2-24-05-06-101-006	01-2-24-05-06-103-023
01-2-24-05-05-103-006	01-2-24-05-06-101-007	01-2-24-05-06-103-025
01-2-24-05-05-103-007	01-2-24-05-06-101-008	01-2-24-05-06-103-025.001
01-2-24-05-05-103-008	01-2-24-05-06-101-018	01-2-24-05-06-103-027
01-2-24-05-05-103-009	01-2-24-05-06-101-020	01-2-24-05-06-103-029
01-2-24-05-05-103-010	01-2-24-05-06-101-021	01-2-24-05-06-103-030
01-2-24-05-05-103-011	01-2-24-05-06-101-022	01-2-24-05-06-103-031
01-2-24-05-05-103-012	01-2-24-05-06-101-023	01-2-24-05-06-103-032
01-2-24-05-05-103-013	01-2-24-05-06-101-024	01-2-24-05-06-103-033
01-2-24-05-05-103-014	01-2-24-05-06-101-025	01-2-24-05-06-103-034
01-2-24-05-05-103-015	01-2-24-05-06-101-026	01-2-24-05-06-103-035
01-2-24-05-05-103-016	01-2-24-05-06-101-027	01-2-24-05-06-103-036
01-2-24-05-05-103-017	01-2-24-05-06-101-028	01-2-24-05-06-104-001
01-2-24-05-05-103-018	01-2-24-05-06-101-029	01-2-24-05-06-104-002
01-2-24-05-05-103-019	01-2-24-05-06-101-030	01-2-24-05-06-104-003
01-2-24-05-05-103-020	01-2-24-05-06-101-031	01-2-24-05-06-104-004
01-2-24-05-05-103-021	01-2-24-05-06-102-021	01-2-24-05-06-104-005
01-2-24-05-05-103-022	01-2-24-05-06-102-022	01-2-24-05-06-104-006
01-2-24-05-05-103-023	01-2-24-05-06-102-023	01-2-24-05-06-104-007
01-2-24-05-05-103-024	01-2-24-05-06-102-024	01-2-24-05-06-104-008
01-2-24-05-05-103-025	01-2-24-05-06-102-025	01-2-24-05-06-104-009
01-2-24-05-05-103-026	01-2-24-05-06-102-026	01-2-24-05-06-104-010
01-2-24-05-05-103-027	01-2-24-05-06-102-027	01-2-24-05-06-104-011
01-2-24-05-05-103-028	01-2-24-05-06-102-028	01-2-24-05-06-104-012
01-2-24-05-05-103-031	01-2-24-05-06-102-029	01-2-24-05-06-104-013
01-2-24-05-05-103-032	01-2-24-05-06-102-030	01-2-24-05-06-104-014
01-2-24-05-05-103-033	01-2-24-05-06-102-031	01-2-24-05-06-104-016
01-2-24-05-05-103-034	01-2-24-05-06-102-032	01-2-24-05-06-104-017
01-2-24-05-05-103-035	01-2-24-05-06-102-033	01-2-24-05-06-104-018
01-2-24-05-05-103-036.01C	01-2-24-05-06-102-034	01-2-24-05-06-104-019
01-2-24-05-05-103-036.02C	01-2-24-05-06-102-035	01-2-24-05-06-104-020
01-2-24-05-05-103-036.03C	01-2-24-05-06-102-036	01-2-24-05-06-104-021
01-2-24-05-05-103-036.04C	01-2-24-05-06-103-011	01-2-24-05-06-104-022



**APPENDIX C - PARCEL ID NUMBERS (AMENDED AREA, CONT.)**

01-2-24-05-06-104-023	01-2-24-05-07-202-010	01-2-24-05-07-203-030
01-2-24-05-06-104-025	01-2-24-05-07-202-011	01-2-24-05-07-203-031
01-2-24-05-06-104-026	01-2-24-05-07-202-012	01-2-24-05-07-203-032
01-2-24-05-06-104-027	01-2-24-05-07-202-013	01-2-24-05-07-203-033
01-2-24-05-06-104-028	01-2-24-05-07-202-014	01-2-24-05-07-203-034
01-2-24-05-06-104-029	01-2-24-05-07-202-015	01-2-24-05-07-203-035
01-2-24-05-06-104-030	01-2-24-05-07-202-016	01-2-24-05-07-203-036
01-2-24-05-06-104-032	01-2-24-05-07-202-017	01-2-24-05-07-203-037
01-2-24-05-06-104-033	01-2-24-05-07-202-018	01-2-24-05-07-203-039
01-2-24-05-06-104-034	01-2-24-05-07-202-019	01-2-24-05-07-203-040
01-2-24-05-06-104-035	01-2-24-05-07-202-020	01-2-24-05-08-201-013
01-2-24-05-06-104-036	01-2-24-05-07-202-021	01-2-24-05-08-201-014
01-2-24-05-06-104-037	01-2-24-05-07-202-022	01-2-24-05-08-201-015
01-2-24-05-06-104-038	01-2-24-05-07-202-023	01-2-24-05-08-201-016
01-2-24-05-06-104-039	01-2-24-05-07-202-024	01-2-24-05-08-201-017
01-2-24-05-06-104-040	01-2-24-05-07-202-024.001	01-2-24-05-08-201-018
01-2-24-05-06-104-041	01-2-24-05-07-202-025	01-2-24-05-08-201-019
01-2-24-05-06-104-042	01-2-24-05-07-202-026	01-2-24-05-08-201-020
01-2-24-05-06-104-043	01-2-24-05-07-202-027	01-2-24-05-08-201-021
01-2-24-05-06-104-043.001	01-2-24-05-07-202-028	01-2-24-05-08-201-022
01-2-24-05-06-104-044	01-2-24-05-07-202-029	01-2-24-05-08-201-023
01-2-24-05-06-104-045	01-2-24-05-07-202-030	01-2-24-05-08-201-024
01-2-24-05-06-104-046	01-2-24-05-07-202-031	01-2-24-05-08-201-025
01-2-24-05-06-104-047	01-2-24-05-07-202-031.001	01-2-24-05-08-201-026
01-2-24-05-06-104-048	01-2-24-05-07-202-031.002	01-2-24-05-08-201-027
01-2-24-05-06-104-049	01-2-24-05-07-202-032	01-2-24-05-08-201-028
01-2-24-05-07-201-009	01-2-24-05-07-202-033	01-2-24-05-08-201-029
01-2-24-05-07-201-010	01-2-24-05-07-202-034	01-2-24-05-08-201-030
01-2-24-05-07-201-011	01-2-24-05-07-202-034.001	01-2-24-05-08-201-031
01-2-24-05-07-201-012	01-2-24-05-07-203-013	01-2-24-05-08-201-032
01-2-24-05-07-201-013	01-2-24-05-07-203-014	01-2-24-05-08-201-033
01-2-24-05-07-201-014	01-2-24-05-07-203-015	01-2-24-05-08-201-039
01-2-24-05-07-201-015	01-2-24-05-07-203-016	01-2-24-05-08-201-040
01-2-24-05-07-201-016	01-2-24-05-07-203-017	01-2-24-05-08-201-041
01-2-24-05-07-201-017	01-2-24-05-07-203-019	01-2-24-05-08-201-042
01-2-24-05-07-201-018	01-2-24-05-07-203-020	01-2-24-05-08-201-043
01-2-24-05-07-201-019	01-2-24-05-07-203-021	01-2-24-05-08-201-045
01-2-24-05-07-201-020	01-2-24-05-07-203-022	01-2-24-05-08-201-046
01-2-24-05-07-201-021	01-2-24-05-07-203-023	01-2-24-05-08-202-012
01-2-24-05-07-201-022	01-2-24-05-07-203-024	01-2-24-05-08-202-012.001
01-2-24-05-07-201-023	01-2-24-05-07-203-025	01-2-24-05-08-202-013
01-2-24-05-07-201-024	01-2-24-05-07-203-026	01-2-24-05-08-202-014
01-2-24-05-07-201-024.001	01-2-24-05-07-203-027	01-2-24-05-08-202-015
01-2-24-05-07-201-025	01-2-24-05-07-203-028	01-2-24-05-08-202-016
01-2-24-05-07-202-009	01-2-24-05-07-203-029	01-2-24-05-08-202-017

**APPENDIX C - PARCEL ID NUMBERS (AMENDED AREA, CONT.)**

01-2-24-05-08-202-020	01-2-24-05-08-204-017.001	01-2-24-06-12-201-023
01-2-24-05-08-202-021	01-2-24-05-08-204-018	01-2-24-06-12-201-024
01-2-24-05-08-202-022	01-2-24-05-08-204-019	01-2-24-06-12-201-025
01-2-24-05-08-202-023	01-2-24-05-08-204-020	01-2-24-06-12-201-027
01-2-24-05-08-202-024	01-2-24-05-08-204-022	01-2-24-06-12-201-028
01-2-24-05-08-202-025	01-2-24-05-08-204-023	01-2-24-06-12-201-029
01-2-24-05-08-202-026	01-2-24-05-08-204-024	02-1-18-32-18-302-904
01-2-24-05-08-202-026.001	01-2-24-05-08-204-025	02-1-18-32-19-402-012
01-2-24-05-08-202-028	01-2-24-05-08-204-026	02-1-18-32-19-402-013
01-2-24-05-08-202-029	01-2-24-05-08-204-027	02-1-18-32-19-402-014
01-2-24-05-08-202-030	01-2-24-05-09-101-002	02-1-18-32-19-402-904
01-2-24-05-08-202-031	01-2-24-05-09-101-003	02-2-18-32-18-302-004
01-2-24-05-08-202-032	01-2-24-05-09-101-004	02-2-18-32-18-302-006
01-2-24-05-08-202-033	01-2-24-05-11-201-003	02-2-18-32-18-302-018
01-2-24-05-08-202-034	01-2-24-05-11-201-004	02-2-18-32-18-302-019
01-2-24-05-08-202-035	01-2-24-05-11-201-005	02-2-18-32-18-302-020
01-2-24-05-08-202-036	01-2-24-05-11-201-006	02-2-18-32-18-302-021
01-2-24-05-08-202-037	01-2-24-05-11-201-007	02-2-18-32-18-302-022
01-2-24-05-08-203-013	01-2-24-05-11-201-008	02-2-18-32-18-302-023
01-2-24-05-08-203-014	01-2-24-05-11-201-009	02-2-18-32-18-302-024
01-2-24-05-08-203-015	01-2-24-05-11-202-001	02-2-18-32-18-302-024.001
01-2-24-05-08-203-016	01-2-24-05-11-202-002	02-2-18-32-18-302-025
01-2-24-05-08-203-018	01-2-24-05-11-202-003	02-2-18-32-18-302-025.001
01-2-24-05-08-203-019	01-2-24-05-11-202-004	02-2-18-32-18-302-026
01-2-24-05-08-203-020	01-2-24-05-11-202-007	02-2-18-32-18-302-026.001
01-2-24-05-08-203-021	01-2-24-05-11-202-008	02-2-18-32-19-403-001
01-2-24-05-08-203-022	01-2-24-05-11-202-009	02-2-18-32-19-403-002
01-2-24-05-08-203-023	01-2-24-06-00-000-009	02-2-18-32-19-403-002.001
01-2-24-05-08-203-024	01-2-24-06-00-000-011	02-2-18-32-19-403-002.002
01-2-24-05-08-203-025	01-2-24-06-00-000-014.001	02-2-18-32-19-403-003
01-2-24-05-08-203-026	01-2-24-06-08-201-003	02-2-18-32-19-403-004
01-2-24-05-08-203-027	01-2-24-06-08-201-008	02-2-18-32-19-403-005
01-2-24-05-08-203-028	01-2-24-06-08-201-009	02-2-18-32-19-403-006
01-2-24-05-08-204-007	01-2-24-06-08-201-010	02-2-18-32-19-403-007
01-2-24-05-08-204-008	01-2-24-06-12-201-002	02-2-18-32-19-403-013
01-2-24-05-08-204-009	01-2-24-06-12-201-003	02-2-18-32-19-403-014
01-2-24-05-08-204-010	01-2-24-06-12-201-003.001	02-2-18-32-19-403-015
01-2-24-05-08-204-011	01-2-24-06-12-201-007	02-2-18-32-19-403-016
01-2-24-05-08-204-012	01-2-24-06-12-201-008	02-2-18-32-19-403-017
01-2-24-05-08-204-013	01-2-24-06-12-201-015	02-2-18-32-19-403-018
01-2-24-05-08-204-014	01-2-24-06-12-201-018	02-2-18-32-19-403-019
01-2-24-05-08-204-015	01-2-24-06-12-201-019	01-1-24-06-00-000-004.003
01-2-24-05-08-204-016	01-2-24-06-12-201-020	
01-2-24-05-08-204-016.001	01-2-24-06-12-201-021	
01-2-24-05-08-204-017	01-2-24-06-12-201-022	

**APPENDIX C - PARCEL ID NUMBERS (ORIGINAL AREA)**

01-1-24-06-00-000-004.001	02-1-18-32-14-301-006.002	02-2-18-32-00-000-021.004
01-1-24-06-08-202-001	02-1-18-32-14-301-017	02-2-18-32-00-000-021.005
01-2-24-06-08-202-002	02-1-18-32-14-301-017.001	02-2-18-32-00-000-022.002
01-2-24-06-08-202-002.001	02-1-18-32-15-401-001	02-2-18-32-00-000-023.002
01-2-24-06-08-202-006	02-1-18-32-16-401-005.001	02-2-18-32-00-000-023.003
02-1-18-29-13-303-004	02-1-18-32-16-401-005.002	02-2-18-32-00-000-026
02-1-18-29-17-301-003.002	02-1-18-32-16-401-012.001	02-2-18-32-00-000-027.001
02-1-18-29-18-301-015	02-1-18-32-16-401-904	02-2-18-32-00-000-032
02-1-18-29-18-301-015.001	02-1-18-32-18-301-005	02-2-18-32-00-000-033
02-1-18-29-18-301-016	02-1-18-32-18-301-006	02-2-18-32-00-000-034
02-1-18-29-18-301-017	02-1-18-32-20-401-904	02-2-18-32-00-000-038
02-1-18-29-18-301-018	02-1-18-32-20-402-001	02-2-18-32-00-000-038.001
02-1-18-29-18-301-019	02-1-18-33-00-000-001	02-2-18-32-00-000-039
02-1-18-29-18-301-020	02-1-18-33-00-000-001.002	02-2-18-32-00-000-040
02-1-18-29-18-301-025	02-1-18-33-00-000-001.003	02-2-18-32-02-201-005
02-1-18-29-18-301-025.001	02-1-18-33-00-000-016.001	02-2-18-32-02-201-006
02-1-18-31-00-000-010	02-1-18-33-00-000-016.002	02-2-18-32-02-201-013
02-1-18-31-00-000-010.001	02-1-18-33-00-000-016.003	02-2-18-32-02-201-016
02-1-18-31-00-000-012	02-1-18-33-00-000-016.004	02-2-18-32-02-201-017
02-1-18-31-00-000-018	02-1-18-33-00-000-016.005	02-2-18-32-02-201-018
02-1-18-31-00-000-018.001	02-1-18-33-00-000-016.006	02-2-18-32-02-201-019.01C
02-1-18-32-00-000-021.001	02-1-18-33-00-000-016.009	02-2-18-32-02-201-019.02C
02-1-18-32-00-000-021.006	02-1-18-33-00-000-016.010	02-2-18-32-02-201-020.01C
02-1-18-32-00-000-022	02-2-18-29-03-301-001	02-2-18-32-02-201-020.02C
02-1-18-32-00-000-022.004	02-2-18-29-03-301-002	02-2-18-32-02-201-021
02-1-18-32-00-000-022.008	02-2-18-29-03-301-003	02-2-18-32-02-201-024
02-1-18-32-00-000-022.009	02-2-18-29-03-301-004	02-2-18-32-02-201-025
02-1-18-32-00-000-022.C00	02-2-18-29-03-301-005	02-2-18-32-02-201-026
02-1-18-32-00-000-023	02-2-18-29-18-301-021	02-2-18-32-02-201-027
02-1-18-32-02-201-001	02-2-18-29-18-301-022	02-2-18-32-02-201-036
02-1-18-32-02-201-001.001	02-2-18-29-18-301-023	02-2-18-32-02-201-037
02-1-18-32-02-201-002	02-2-18-29-18-301-024	02-2-18-32-02-202-008
02-1-18-32-02-201-003	02-2-18-29-18-301-030	02-2-18-32-02-202-009
02-1-18-32-02-201-004	02-2-18-29-18-301-031	02-2-18-32-02-202-016
02-1-18-32-02-201-007	02-2-18-29-18-301-033	02-2-18-32-02-202-018
02-1-18-32-02-202-005	02-2-18-31-00-000-018.004	02-2-18-32-02-202-019
02-1-18-32-13-301-018	02-2-18-31-00-000-018.005	02-2-18-32-02-202-021
02-1-18-32-14-301-001	02-2-18-31-00-000-047	02-2-18-32-02-202-022
02-1-18-32-14-301-002	02-2-18-32-00-000-017	02-2-18-32-02-202-023
02-1-18-32-14-301-004	02-2-18-32-00-000-018	02-2-18-32-02-202-024
02-1-18-32-14-301-005	02-2-18-32-00-000-019	02-2-18-32-02-202-025
02-1-18-32-14-301-006.001	02-2-18-32-00-000-020	02-2-18-32-02-202-026

**APPENDIX C - PARCEL ID NUMBERS (ORIGINAL AREA, CONT.)**

02-2-18-32-02-202-027	02-2-18-32-15-401-003	02-2-18-32-16-401-026
02-2-18-32-02-202-028	02-2-18-32-15-401-004	02-2-18-32-16-401-027
02-2-18-32-02-202-029	02-2-18-32-15-401-005	02-2-18-32-16-401-029
02-2-18-32-02-202-030	02-2-18-32-15-401-006	02-2-18-32-16-401-030
02-2-18-32-02-202-031	02-2-18-32-15-401-007	02-2-18-32-16-401-031
02-2-18-32-02-202-032	02-2-18-32-15-401-009	02-2-18-32-16-401-032
02-2-18-32-13-301-001	02-2-18-32-15-401-010	02-2-18-32-16-401-033
02-2-18-32-13-301-003	02-2-18-32-15-401-011	02-2-18-32-16-401-034
02-2-18-32-13-301-005	02-2-18-32-15-401-012	02-2-18-32-16-401-035
02-2-18-32-13-301-007	02-2-18-32-15-401-013	02-2-18-32-18-301-014
02-2-18-32-13-301-008	02-2-18-32-15-401-022	02-2-18-32-18-301-015
02-2-18-32-13-301-009	02-2-18-32-15-401-023	02-2-18-32-18-301-018
02-2-18-32-13-301-010	02-2-18-32-15-401-024	02-2-18-32-18-301-019
02-2-18-32-13-301-011	02-2-18-32-15-401-025	02-2-18-32-18-301-020
02-2-18-32-13-301-012	02-2-18-32-15-401-026	02-2-18-32-18-301-021
02-2-18-32-13-301-013	02-2-18-32-15-401-027	02-2-18-32-18-301-022
02-2-18-32-13-301-014	02-2-18-32-15-401-028	02-2-18-32-18-301-023
02-2-18-32-13-301-015	02-2-18-32-15-401-029	02-2-18-32-18-301-024
02-2-18-32-13-301-015.001	02-2-18-32-15-401-030	02-2-18-32-18-301-025
02-2-18-32-13-301-016	02-2-18-32-15-401-031	02-2-18-32-18-301-026
02-2-18-32-13-301-017	02-2-18-32-15-401-032	02-2-18-32-18-301-027
02-2-18-32-14-301-003	02-2-18-32-15-402-023	02-2-18-32-18-301-028
02-2-18-32-14-301-007	02-2-18-32-15-402-031	02-2-18-32-19-401-001
02-2-18-32-14-301-007.001	02-2-18-32-16-401-006.001	02-2-18-32-19-401-002
02-2-18-32-14-301-010	02-2-18-32-16-401-007	02-2-18-32-19-401-003
02-2-18-32-14-301-010.001	02-2-18-32-16-401-009	02-2-18-32-19-401-004
02-2-18-32-14-301-011	02-2-18-32-16-401-010	02-2-18-32-19-401-005
02-2-18-32-14-301-012	02-2-18-32-16-401-010.001	02-2-18-32-19-401-006
02-2-18-32-14-301-013	02-2-18-32-16-401-011	02-2-18-32-19-401-007
02-2-18-32-15-401-002	02-2-18-32-16-401-013	02-2-18-32-19-401-008
02-2-18-32-15-401-002.001	02-2-18-32-16-401-014	02-2-18-32-19-401-009
02-2-18-32-15-401-002.002	02-2-18-32-16-401-015	02-2-18-32-19-402-006
02-2-18-32-15-401-002.003	02-2-18-32-16-401-016	02-2-18-32-19-402-009
02-2-18-32-15-401-002.004	02-2-18-32-16-401-017	02-2-18-32-19-402-010
02-2-18-32-15-401-002.005	02-2-18-32-16-401-018	02-2-18-32-20-401-001
02-2-18-32-15-401-002.006	02-2-18-32-16-401-019	02-2-18-32-20-401-005
02-2-18-32-15-401-002.011	02-2-18-32-16-401-020	02-2-18-32-20-401-007
02-2-18-32-15-401-002.012	02-2-18-32-16-401-021	02-2-18-33-00-000-040
02-2-18-32-15-401-002.013	02-2-18-32-16-401-022	02-2-18-33-00-000-041
02-2-18-32-15-401-002.014	02-2-18-32-16-401-023	02-2-18-33-00-000-042
02-2-18-32-15-401-002.015	02-2-18-32-16-401-024	
02-2-18-32-15-401-002.018	02-2-18-32-16-401-025	

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# **APPENDIX D**

## **ADDRESS LIST**

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**APPENDIX D - ADDRESS LIST (AMENDED AREA)**

1000 9TH ST	1013 BROADWAY	1122 BROADWAY
1000 BEECH ST	1014 LAUREL ST	1130 NEW TRENTON RD
1000 BROADWAY	1014 PINE ST	1202 9TH ST
1000 CEDAR ST	1015 WALNUT ST	1203 MAIN ST
1000 LAUREL ST	1016 BEECH ST	1204 9TH ST
1000 ZSCHOKKE ST	1016 BROADWAY	1204 MAIN ST
1001 DEAL ST	1016 DEAL ST	1205 MAIN ST
1001 MAIN ST	1016 LAUREL ST	1208 9TH ST
1001 WASHINGTON ST	1017 BROADWAY	1208 MAIN ST
1001 ZSCHOKKE ST	1017 PINE ST	1209 MAIN ST
1002 CHESTNUT ST	1018 9TH ST	1212 9TH ST
1003 BROADWAY	1018 LAUREL ST	1212 MAIN ST
1004 9TH ST	1020 LAUREL ST	1213 MAIN ST
1004 BEECH ST	1021 DEAL ST	1222 BROADWAY
1004 CEDAR ST	1023 BROADWAY	1223 BROADWAY
1004 MULBERRY ST	1024 BEECH ST	12275 HIGHLAND RD
1005 CEDAR ST	1025 BROADWAY	12323 HIGHLAND RD
1005 WASHINGTON ST	1100 9TH ST	12335 HIGHLAND RD
1007 BROADWAY	1100 BROADWAY	12347 HIGHLAND RD
1007 MAIN ST	1105 BROADWAY	12359 HIGHLAND RD
1008 BROADWAY	1105 MAIN ST	12365 HIGHLAND RD
1008 DEAL ST	1106 BROADWAY	1300 MAIN ST
1008 LAUREL ST	1106 NEW TRENTON RD	1304 BROADWAY
1009 CEDAR ST	1108 9TH ST	1311 BROADWAY
1009 DEAL ST	1108 BROADWAY	1312 BROADWAY
1009 WASHINGTON ST	1108 LEMON ST	1315 BROADWAY
1009 ZSCHOKKE ST	1108 OLIVE ST	1320 BROADWAY
1010 CEDAR ST	1109 MAIN ST	1321 BROADWAY
1010 LAUREL ST	1110 LAUREL ST	13300 STATE ROUTE 40
1010 LEMON ST	1110 WASHINGTON ST	1405 BROADWAY
1010 MULBERRY ST	1112 9TH ST	1408 BROADWAY
1010 WALNUT ST	1112 ZSCHOKKE ST	1412 9TH ST
1011 BROADWAY	1113 MAIN ST	1412 BROADWAY
1011 MAIN ST	1115 BROADWAY	1416 BROADWAY
1012 9TH ST	1117 WASHINGTON ST	1500 MAIN ST
1012 BEECH ST	1119 WASHINGTON ST	1501 9TH ST
1012 LAUREL ST	1120 9TH ST	1501 BROADWAY



**APPENDIX D - ADDRESS LIST (AMENDED AREA, CONT.)**

1505 BROADWAY	621 BROADWAY	812 MAIN ST
1514 BROADWAY	700 BROADWAY	814 LAUREL ST
1515 BROADWAY	700 LAUREL ST	815 BROADWAY
1515 MAIN ST	700 MAIN ST	817 9TH ST
1518 BROADWAY	700 WALNUT ST	817 MAIN ST
1520 MAIN ST	701 WALNUT ST	820 BROADWAY
1522 MAIN ST	704 MAIN ST	821 MAIN ST
303 BROADWAY	708 9TH ST	823 9TH ST
315 BROADWAY	708 MAIN ST	823 MAIN ST
322 W MONROE ST	712 BROADWAY	900 9TH ST
401 BROADWAY	712 LAUREL ST	900 CHESTNUT ST
405 MAIN ST	715 WALNUT ST	900 LAUREL ST
415 BROADWAY	716 LAUREL ST	902 WALNUT ST
425 BROADWAY	719 8TH ST	904 9TH ST
429 BROADWAY	720 LAUREL ST	904 WALNUT ST
433 BROADWAY	721 BROADWAY	905 12TH ST
5 W MONROE ST	722 BROADWAY	906 BROADWAY
500 8TH ST	800 8TH ST	907 MAIN ST
500 MAIN ST	800 LAUREL ST	908 6TH ST
501 WALNUT ST	800 MULBERRY ST	908 LAUREL ST
504 WALNUT ST	801 9TH ST	910 6TH ST
508 BROADWAY	801 BROADWAY	910 CYPRESS ST
510 W MONROE ST	801 MAIN ST	911 WALNUT ST
511 BROADWAY	802 9TH ST	913 6TH ST
512 BROADWAY	806 8TH ST	914 BROADWAY
515 BROADWAY	806 9TH ST	915 12TH ST
518 BROADWAY	806 BROADWAY	915 PESTALOZZI ST
519 BROADWAY	806 MULBERRY ST	917 MAIN ST
520 BROADWAY	807 9TH ST	919 MAIN ST
600 MAIN ST	808 8TH ST	919 WASHINGTON ST
601 WALNUT ST	808 BROADWAY	920 9TH ST
605 BROADWAY	808 LAUREL ST	920 BROADWAY
605 WALNUT ST	809 BROADWAY	923 MAIN ST
609 BROADWAY	809 MAIN ST	1006 WALNUT ST
610 BROADWAY	810 8TH ST	
614 MAIN ST	810 BROADWAY	
616 MAIN ST	810 DEAL ST	
620 BROADWAY	811 BROADWAY	

**APPENDIX D - ADDRESS LIST (ORIGINAL AREA)**

1 WOODCREST DR	12587 STATE ROUTE 143	201 POPLAR ST
10 APEX DR	12591 STATE ROUTE 143	201 WALNUT ST
100 EXECUTIVE DR	12595 ILL RTE 143	204 POPLAR ST
101 FOREST DR	12603 HIGHWAY 143	206 WALNUT ST
101 WALNUT ST	12603 STATE ROUTE 143	207 WALNUT ST
102 EXECUTIVE DR	12610 STATE ROUTE 143	212 WALNUT ST
105 SUPPIGER LN	12613 STATE ROUTE 143	213 WALNUT ST
105 SUPPINGER RD	12616 RT 143	215 SUPPIGER LN
110 EXECUTIVE DR	12616 STATE ROUTE 143	21570 STATE RTE 143
110 WALNUT ST	12620 STATE ROUTE 143	218 WALNUT ST
110 WOODCREST DR	12621 STATE ROUTE 143	22 CHERRY LN
1100 5TH ST	12630 STATE ROUTE 143	23 CHERRY LN
111 WALNUT ST	12631 STATE ROUTE 143	2504 COMMERCE
115 EXECUTIVE DR	12860 TROXLER AVE	2615 PLAZA DR
118 WALNUT ST	130 WOODCREST DR	2621 VILLA PARK DR
120 EXECUTIVE DR	1300 MERCANTILE DR	2625 PLAZA DR
120 MATTER DR	1304 MERCANTILE DR	2635 PLAZA DR
12441 US HIGHWAY 40	1305 MERCANTILE DR	2636 VILLA DR
12442 SPORTSMAN RD	1312 MERCANTILE DR	2645 NORTHTOWN WAY
12447 US HIGHWAY 40	1316 MERCANTILE DR	2649 NORTHTOWN WAY
12448 SPORTSMAN RD	1326 MERCANTILE DR	2650 PLAZA DR
12475 STATE ROUTE 143	1328 MERCANTILE DR	2655 NORTHTOWN WAY
12495 STATE ROUTE 143	135 POPLAR ST	2661 NORTHTOWN WAY
1250 MERCANTILE DR	140 WOODCREST DR	2663 NORTHTOWN WAY
12516 SPORTSMAN RD	1402 MERCANTILE DR	2671 NORTHTOWN WAY
12531 SPORTSMAN RD	15 APEX DR	2675 NORTHTOWN WAY
12540 SPORTSMAN RD	15 CENTRAL BLVD	2683 NORTHTOWN WAY
12545 ROUTE 143	150 MATTER DR	2702 STATE ROUTE 160
12545 STATE ROUTE 143	150 WOODCREST DR	2740 STATE ROUTE 160
12547 IL RT 143	165 WOODCREST DR	2768 TROXLER WAY
12547 ROUTE 143	170 WOODCREST DR	2770 TROXLER WAY
12547 STATE ROUTE 143	188 WOODCREST DR	3 ULTRAWAY DR
12551 HWY 143	190 WOODCREST DR	30 APEX DR
12551 STATE ROUTE 143	192 WOODCREST DR	300 POPLAR ST
12560 SPORTSMAN RD	193 WOODCREST DR	301 POPLAR ST
12563 US HIGHWAY 40	195 WOODCREST DR	304 POPLAR ST
12571 STATE ROUTE 143	20 CENTRAL BLVD	305 FOREST DR

**APPENDIX D - ADDRESS LIST (ORIGINAL AREA, CONT.)**

31 ZBINDEN LN
320 WALNUT ST
34 ZBINDEN LN
35 ZBINDEN LN
36 ZBINDEN LN
4 ULTRAWAY DR
400 BROADWAY
401 WALNUT ST
405 WALNUT ST
409 WALNUT ST
410 PINE ST
410 SUPPIGER WAY
410A PINE ST
418 WALNUT ST
425 WALNUT ST
429 WALNUT ST
430 SUPPIGER WAY
501 ZSCHOKKE ST
526 POPLAR ST
560 SUPPIGER WAY
565 SUPPIGER WAY
6 ULTRAWAY DR
7 SHAMROCK BLVD
710 4TH ST
800 3RD ST
803 3RD ST
820 2ND ST
12556 STATE ROUTE 143
12565 STATE ROUTE 143



# City of Highland

## Façade Improvement Program Application

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

Owner Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Current Tenant(s): \_\_\_\_\_

Estimated Project Cost: \_\_\_\_\_

Requested Reimbursement Amount (max 25% of Project Costs): \_\_\_\_\_

Proposed Improvements	Estimated Cost Per Improvement
1.	
2.	
3.	
4.	
5.	
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8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:



# City of Highland

**Attachment #1:** Current photos of the façade(s)

**Attachment #2:** Proposed rendering

**Attachment #3:** Any other applicable attachments (quotes from contractors, material samples, color swatches, narrative statements, etc.)

1. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
2. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.

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**Signature**

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**Date**

Please submit applications to Mallord Hubbard, Economic Development Coordinator, at [mhubbard@highlandil.gov](mailto:mhubbard@highlandil.gov) or at City Hall, 1115 Broadway.

**FAÇADE IMPROVEMENT PROGRAM AGREEMENT  
BUSINESS DISTRICT A**

This Façade Improvement Program Agreement (“Agreement”) is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation ("City") and \_\_\_\_\_ (“Developer”). City and Developer may be referred to individually as “Party” and together as “Parties.” This Agreement shall be effective when signed by both Parties, and approved by the corporate authorities of the City of Highland, Illinois (the “Effective Date”):

**PREAMBLES**

**WHEREAS**, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

**WHEREAS**, Developer is the owner of \_\_\_\_\_ in Highland, Illinois ("Property"), which is located in City Business District A; and

**WHEREAS**, Developer has submitted a “Façade Improvement Program Application” (*See Exhibit A*); and

**WHEREAS**, City wishes to encourage Developer to make improvements and repairs to the exterior facade of Developer’s commercial building in City Business District A, and assist Developer with costs, including:

1. \_\_\_\_\_
2. \_\_\_\_\_

Total Estimated Project Costs: \$ \_\_\_\_\_

("Project"); and

**WHEREAS**, because the Property is located in City Business District A, the Project is eligible for reimbursement of certain expenditures related to repair and improvement of the exterior façade at the Property; and

**WHEREAS**, to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter into an agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

**WHEREAS**, the Project at the Property will help to eradicate blight, enhance property values, improve aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents, including, but not limited to, anyone utilizing the Property; and

**WHEREAS**, City has determined the Project is consistent with the objectives of the City's Business District A Plan, and it is in the best interest of City to promote repair, improvement, renovation, addition, rehabilitation and expansion of the Property through the use of the Façade Improvement Program and Business District A funds.

**NOW, THEREFORE**, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

**Section 2. Obligations of the Developer.** Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above, and construction of the exterior façade improvements shall commence within ninety (90) days. The Project shall be substantially complete within twelve (12) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project in accordance with this Agreement, and the Façade Improvement Program plans shall be submitted to City for review. This includes any renovations which may be needed for exterior construction and improvements.
2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire, safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public.

4. Developer is fully responsible for identifying and mitigating any building-related concerns identified by City.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances shall remain in full force and effect.
6. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may require for documenting Developer's costs incurred for the Project. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
7. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
8. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.

**Section 3. Obligations of the City.** The City agrees to provide assistance to the Developer under the Façade Improvement Program as follows:

1. The Façade Improvement Program will provide up to 25% of the documented cost to improve the exterior façade of eligible commercial buildings in Business District A.
2. The maximum payment under the Façade Improvement Program, regardless of the total cost to improve the exterior façade of eligible commercial buildings in Business District A, shall not exceed \$10,000.00.
3. To be eligible for payment under the Façade Improvement Plan, the minimum total cost to improve the exterior façade of eligible commercial buildings in Business District A shall be \$10,000.00.



4. City shall allocate \$50,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to be paid out from May 1 to April 30 of any given year where the Façade Improvement Plan has been approved by City.
5. City shall award Façade Improvement Program incentives according to the order in which the applications were accepted by City as approved.
6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$50,000 in any given year; the cap for Façade Improvement Program incentives shall be \$50,000 for each year the Program has been authorized by City.
7. The Façade Improvement Program shall include total approved costs incurred by commercial building owners, whether incurred personally or paid to third-party independent contractors, for improvements and repairs to the exterior facades of commercial buildings in Business District A.
8. Reimbursement of approved Project costs may be made within 45 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE TAXES GENERATED BY BUSINESS DISTRICT A AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

**Section 4. Indemnification.** Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly

from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

**Section 5. Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 6. Assignment.** This Agreement may not be assigned by Developer without prior written approval of City.

**Section 7. Partial Invalidity.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 8. Termination of Agreement.** Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

**Section 9. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

**Section 10. Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

To the City:

Attention: City Manager  
City of Highland  
PO Box 218. 1115 Broadway  
Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

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Christopher Conrad, City Manager

DEVELOPER:

---

Developer



# City of Highland

## Façade Improvement Program Application

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

Owner Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Current Tenant(s): \_\_\_\_\_

Estimated Project Cost: \_\_\_\_\_

Requested Reimbursement Amount (max 25% of Project Costs): \_\_\_\_\_

Proposed Improvements	Estimated Cost Per Improvement
1.	
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Please attach the following and label as numbered attachments:



# City of Highland

**Attachment #1:** Current photos of the façade(s)

**Attachment #2:** Proposed rendering

**Attachment #3:** Any other applicable attachments (quotes from contractors, material samples, color swatches, narrative statements, etc.)

1. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
2. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.

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**Signature**

---

**Date**

Please submit applications to Mallord Hubbard, Economic Development Coordinator, at [mhubbard@highlandil.gov](mailto:mhubbard@highlandil.gov) or at City Hall, 1115 Broadway.

**Façade Improvement Program Agreement Exhibit B**

**Form of Request for Reimbursement**

**REQUEST FOR REIMBURSEMENT**

(DATE) \_\_\_\_\_

City of Highland  
PO Box 218  
1115 Broadway  
Highland, IL 62249

Attention: City Manager

RE: Façade Improvement Program Agreement by and between the City of Highland,  
Illinois, and \_\_\_\_\_, (the "Developer")

Dear City Manager:

You are requested to disburse funds pursuant to the Façade Improvement Program Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Façade Improvement Program Agreement.

1. PAYMENT DUE TO: \_\_\_\_\_

2. AMOUNT REQUESTED: \_\_\_\_\_

3. The amount to be disbursed will be based upon the Façade Improvement Program Agreement and the availability of City funds collected which are generated from this project.

4. The undersigned certifies that:

(i) The amounts requested in 3 above were made or incurred or financed and were necessary for the development of the Project and were made or incurred in accordance therewith;

(ii) The amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for approved Project Costs;

- (iii) The expenditures which are requisitioned and represent eligible project costs as described in the Façade Improvement Program Agreement, have not been included in any previous Request for Reimbursement. Said costs have been properly recorded on the Developer's books, with paid invoices or other evidence of payment attached for all sums for which reimbursement is requested;
- (iv) The amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Façade Improvement Program Agreement is not in excess of 25% of the total eligible Project costs actually incurred.
- (v) The Developer is not in default under the Façade Improvement Program Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Façade Improvement Program Agreement.

6. Attached to this Request for Reimbursement the necessary documents itemizing the eligible costs to be reimbursed, together with copies of invoices or bills of sale covering all items for which reimbursement is being requested.

Submitted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Office Use Only – To Be Completed by City Economic Development Department*

\*\*\*\*\*

TOTAL REIMBURSEMENT CITY RECOMMENDS \$ \_\_\_\_\_

\_\_\_\_\_  
APPROVED BY  
CITY MANAGER



# City of Highland

## **Façade Improvement Program Information**

### **Description**

The City of Highland seeks to encourage commercial building owners to invest in upgrading their existing building storefronts. All commercial buildings within the boundary of Business District A qualify for this program.

### **Grant Amounts Available**

The Façade Program will provide a grant of up to 25% of the documented cost of improving the exterior of commercial buildings. For a building with one façade, reimbursement will be limited to 25% of the documented cost of the façade improvements, not to exceed \$10,000 on any one project.

All work is subject to prevailing wage requirements. Applicant must demonstrate compliance with this requirement. Minimum façade project cost to be eligible for the City of Highland Façade Program is \$10,000. Receipts must be submitted in order for the expenses to be considered as project cost.

A total of \$50,000 is allocated for the current fiscal year, which runs from May 1, 2021-April 30, 2022. Applications are reviewed in the order they are submitted. If the application is approved, incentives are awarded in application order.

### **Eligible Improvements**

The following improvements are eligible to receive funding through the program. A building or business owner who is undertaking an improvement project that includes a portion of the eligible improvement may apply, but only the improvements identified below will be eligible for funding. This program defines total project cost as those costs associated with the program's design guidelines and incurred by third-party independent contractors to make improvements and repairs to the exterior facades of the commercial building.

Improvements Eligible for Façade Grant include: changes to exterior wall materials/colors, addition of architectural wall panels, addition of other exterior building elements such as faux columns/beams, changes to exterior roof materials/colors, enhancing doors or windows, addition of architecturally compatible awnings or shutters, façade lighting, addition of building or site signs, or sign removal.

Funds may only be used for exterior repairs and improvements to commercial buildings. Front, side, and rear of buildings are eligible but priority is given to fronts and other portions of buildings that are directly exposed to a street.

Other items may be considered eligible improvements at the discretion of the Incentive Review Committee.

### **Ineligible Projects**

The Façade Improvement Program will not provide funds for working capital, debt refinancing, equipment/inventory acquisition, legal fees, plumbing repair/improvements, HVAC





# City of Highland

repair/improvements, parking lot resurfacing, interior remodeling, roof work, residential structures, or other ineligible items as determined by the Incentive Review Committee.

Maintenance and upkeep to buildings are generally not appropriate for façade program funding. Items determined to be maintenance/upkeep may be determined ineligible at the discretion of the Incentive Review Committee.

## **Administration**

Only complete applications that include all required submittal documents and information will be accepted. Estimates provided in application are for budgeting purposes & will determine potential award amount. Reimbursements will not exceed estimate & will be based on submitted receipts.

The Economic Development Coordinator will review the application for accuracy and will determine if it meets the requirements for funding. These requirements for funding include:

- Improvements must meet all applicable city codes, including for properties in the C-2 zoning district, as outlined in Section 90-239 of the Municipal Code.
- Improvements are eligible under the provisions of the Façade Improvement Program.

The Economic Development Coordinator will review applications for completeness and program eligibility, and then forward applications and a summary of comments to the Incentive Review Committee. The Incentive Review Committee will consider such requests for funding at the committee meetings and will make funding recommendations to the City Council. The City Council will make the final funding decision.




If the application receives City Council approval, the applicant must enter into an agreement with the city. The Façade Improvement Grant Agreement stipulates that the improvement must commence within 90 days of approval. Matching grant funds will only be disseminated to the applicant once the authorized construction of the improvement has been completed and verified by the City, and receipts have been submitted. Matching grant funds will be disseminated to the applicant within 45 days of passing inspection and receipt verification. All applications must be approved before the commencement of the façade improvement.

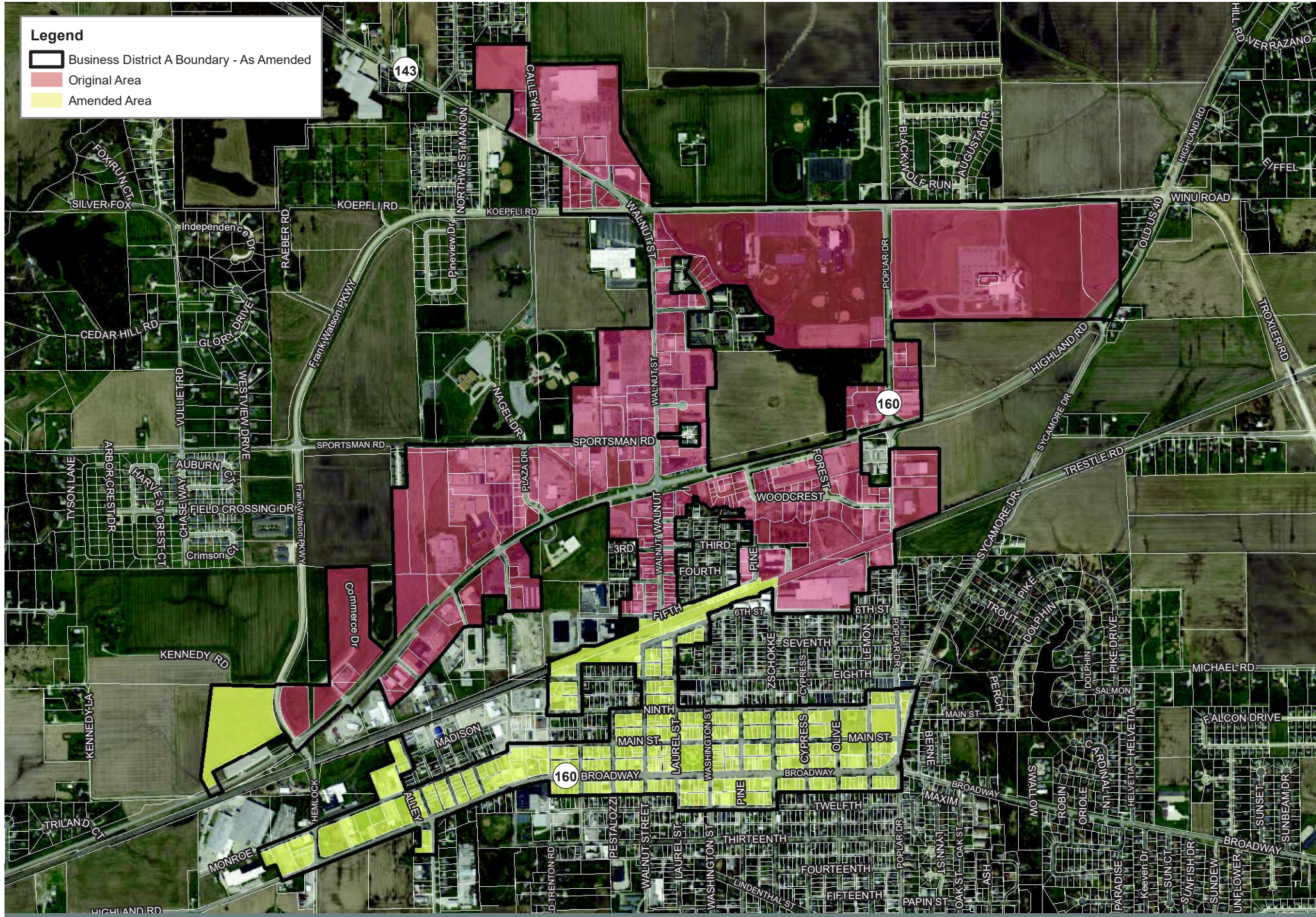
## **Program Contact**

To obtain an application or for questions about the program, please contact Mallord Hubbard, Economic Development Coordinator, at [mhubbard@highlandil.gov](mailto:mhubbard@highlandil.gov) or 618-654-9891.

Completed applications may be submitted to the Economic Development Coordinator at City Hall (1115 Broadway) or via email at [mhubbard@highlandil.gov](mailto:mhubbard@highlandil.gov).

**Legend**

-  Business District A Boundary - As Amended
-  Original Area
-  Amended Area

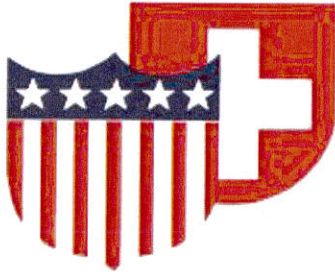


**EXHIBIT A - AMENDED AREA**  
**BUSINESS DISTRICT A - AS AMENDED**  
 Highland, IL



Miles





# CITY OF HIGHLAND

**To:** Mayor and Council Members  
**From:** Chris Conrad, Interim City Manager  
**Date:** April 14, 2021  
**Subject:** Approval to establish Façade Improvement Program for Business District A

---

## RECOMMENDATION

I am recommending the Council approve the implementation of a Façade Improvement Program for all businesses within Business District A.

## DISCUSSION

The Façade Improvement Program is designed to incentivize commercial building owners to make exterior repairs and improvements to enhance their buildings. Staff believes this program will encourage additional investments in our Business District and result in an increase in property values.

A full description of the program can be reviewed in the attached Façade Program Information document.

## FISCAL IMPACT

Funding of \$50,000 will be budgeted from Business District A for this item.

Recommended by: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read 'Chris Conrad', is written over a horizontal line.

Chris Conrad, Interim City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 78, ARTICLE VII, SECTION 78-732, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ILLINOIS, ENTITLED SCHEDULE OF FTTP RATES AND CHARGES, SPECIFICALLY RATES FOR VIDEO SERVICES**

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 Council has previously adopted multiple ordinances regarding the provision of internet, video, and telephone services and rates for said services by City of Highland d/b/a Highland Communication Services (hereinafter “HCS”); and

WHEREAS, City Council has, from time to time, determined the services to be provided and the rates to be charged by HCS need to be adjusted for shifting market trends and increasing demand for new products and services; and

WHEREAS, the Director of HCS and Technology and Innovation has informed the City Council HCS needs to raise rates on video services for HCS customers to account for rising costs HCS must pay to provide services; and

WHEREAS, the Director of HCS and Technology and Innovation has informed the City Council that City has not raised rates for video services since 2014; and

WHEREAS, City Council believes it is necessary and in the best interest of the City to increase the rates charged to HCS customers for certain video services to offset the rising costs HCS must pay content providers; and

WHEREAS, City Council has determined the City Manager and/or Mayor should be authorized and directed to execute whatever documents and contracts are required to increase the rates charged to HCS customers for certain video services to offset the rising costs HCS must pay content providers.

**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 Chapter 78, Article VII, Section 78-732, Schedule of FTTP Rates and Charges, shall be amended as follows:

(c) Services by video component of FTTP system (Highland Communication Services).

(1) Services to commercial and residential customers by the video component of FTTP system (Highland Communication Services).

The monthly (unless otherwise indicated) rates and charges for the services to be delivered to commercial and residential customers by the video component shall be as follows:

	Rate (\$/Month)
<b>Set Top Boxes</b>	
Provided, but not sold, to customer (Highland Communication Services retains ownership of set top box); only fee with respect to a set top box is	\$6.95

	Rate (\$/Month)
a monthly maintenance fee charged for <i>each</i> set top box beyond the first set top box.	
Whole Home DVR	\$5.00
Wireless Transmitter	\$5.00 for initial, \$2.50 each add'l
<b>Charge for customer's failure to return all set top boxes to HCS in good, undamaged condition promptly upon termination of service</b>	One-time charge
If a customer should terminate service with HCS, the customer shall then have a duty promptly to return to HCS — in good condition — the main set top box and all additional set top boxes installed by HCS on its premises. If a set top box is not returned, or if the set top box is returned in a damaged condition, to HCS, the customer will be liable to HCS for the following charges: that is, For failure to return main set top box to HCS in good, undamaged condition - For failure to return an additional set top box to HCS in good, undamaged condition - <i>(This charge will be made for <b>each</b> additional set top box that is not returned to HCS in good, undamaged condition.)</i>	\$340.00 \$200.00
<b>BULK RF VIDEO SERVICES</b> <i>(available only to qualified purchasers thereof)</i>	
	<i>Rate</i> (\$/Month/Unit [for every unit at location])
<i>RF Video Services (minimum 25 units at each location)</i>	
Basic video package	\$37.99
Additional 20 MB/S	\$9.99
Gigabit residential services	\$94.95

### Residential and Commercial

Expand

Basic	\$37.99
Digital Family	\$87.99
Digital Plus	\$93.99
Local Access Channel Fee (Added to <i>every</i> video customer's bill)	\$7.00
Movie channel: HBO	\$18.00

Movie channel: Cinemax	\$15.00
Movie channel: Showtime	\$15.00
Movie channel: Starz/Encore	\$12.00

(2) Video and Internet Bundle – Streamers Dream - \$53.99 per month

*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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

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



To: Chris Conrad, Interim City Manager  
 From: Angela Imming, Director, Technology and Innovation  
 Date: April 14, 2021  
 Subject: HCS Budget Memo, FY '22

For some this might be a walk down memory lane. For others, you could be exposed to new information. Either way, this presentation is intended to provide a view into how HCS was supposed to perform and how HCS is actually performing.

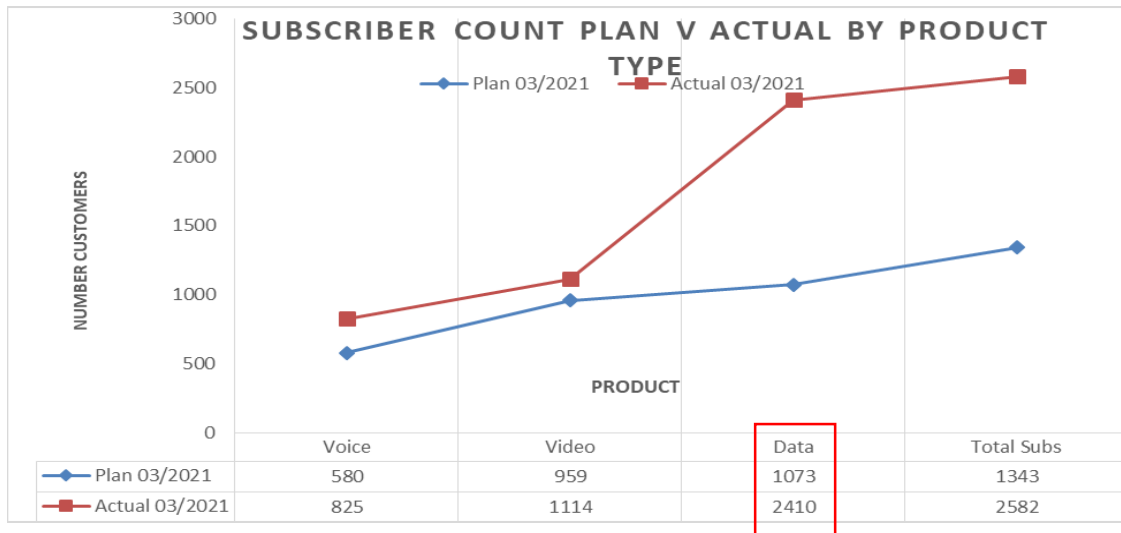
In 2011 HCS was available to some residents. The business plan that was developed by professional consultants and engineers put together a 10 year plan.

I have created some graphs to compare what the plan was and what the performance actually is.

They reflect what the business plan predicted for the month of March the year 2021.

**TOTAL SUBSCRIBERS**

Total video estimate is the closest to not losing. Estimated we would have 959. We have 1114. Total customer by product is illustrated below. The estimate was 1343 and we actually have 2582. This is a breakdown of estimate v actual customer by product type.

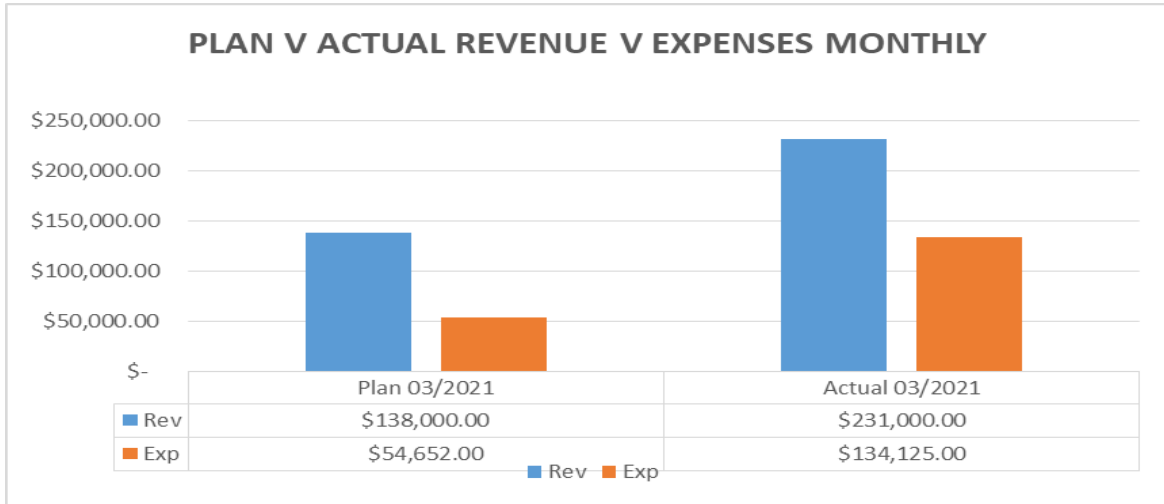




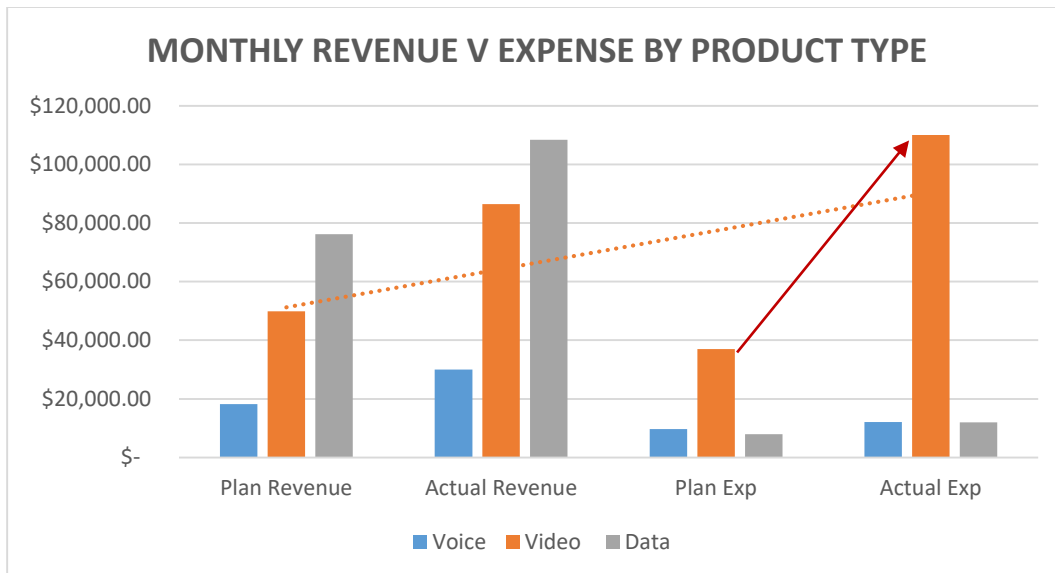
Total data estimate gets the win for the biggest mistake. The consultants estimated we would have 1073 and we have more than double that at 2410.

**REVENUES**

The estimated revenue per month is pretty far off, too. See the chart below that illustrates the expected revenue for March of 2021 would be \$138,000. In Feb., we did \$231,000 and March will be higher. Expenses, however are also well off from the expectation with a planned \$54,000 price tag for March but an actual \$134,000. As we will see shortly, this is mostly associated with the cost of providing cable TV.



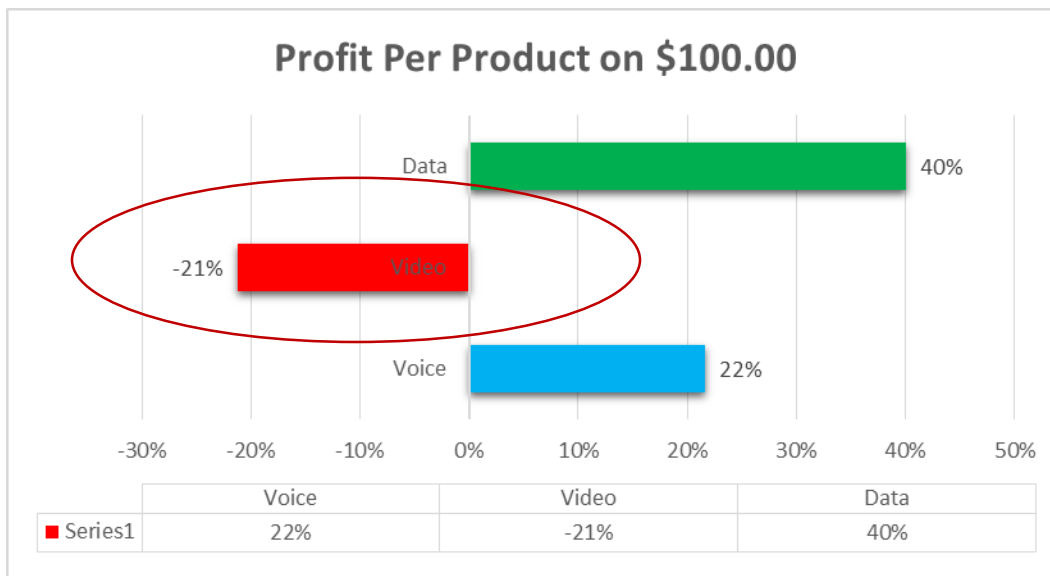
Breaking this down further, an indicator of trouble is exposed. Look at the planned expenses by product versus the actual expenses by product for a clue on where the FY22 budget is headed.



**PROFIT PER PRODUCT**

We are a nonprofit organization and, therefore, it is not our goal to make money. However, our goal is to be financially stable enough to continue our build out so that we can bring information equity to all citizens of Highland. We must also not risk the stability of other city services due to significant or unexpected losses in this area.

Therefore, understanding what products are financially feasible, where costs need to be cut and, if increases in pricing are justified, an understanding of the general cost to provide services must be realized. To that end, have a look at the profitability of each product illustrated below.



### Next Generation

Today's video market reminds me of the housing market in the early 2000s; it is way overpriced, way ahead of itself and about to blow up in terms of financial models. All current standards are being dismantled.

Video centric professionals, which describes the consultant who provided guidance to the City of Highland, would never have seen the eventuality of video where it is today. No one wants to admit or can often recognize when they are part of a dying technology or industry. However, network centric professionals who know how to connect things from point a-to-point-b and know how to convert media from type-a to-type-b understand that fiber is the connection medium and Internet Protocol is the conversion technique.

In 1980, network engineers started down the path of figuring out how to convert power, voice and video to a protocol that is cheaper, more resilient and easier to management. We use Power over Ethernet daily. Voice has successfully been converted to IP in the late 80s and they have now successfully converted video over IP.

Cell carriers are buying content companies to push for 5G. Weekly, we have to reconfigure our satellites to accommodate this... to free up room on the 5G spectrum for use with video. Content is being withheld from linear cable subscribers (example, Clarice) to nudge customers into move to application

(IP) based cable offerings which allow a subscription based model for access to their application regardless of where they currently are.

The price for content has skyrocketed in order to pay for the developers to convert linear to IP, to replace infrastructure and to offset the impending subscriber consolidation.

HCS is on the losing end of this as our expenses illustrate.

There are only two ways out of this:

- 1) Increase prices
- 2) Decrease operation costs

This budget does both of these.

### Going Forward

This budget is based on 2700 customers which will give us a 58% saturation over our competitor. To give you an idea, we were never planned to gain more than 33% of the market. But with additional customers, comes additional cost in equipment, labor and content, namely in video content.

HCS rates for video have not been raised since 2014, which resulted in a 3% loss of customer. Since that time, our products have become more resilient and our service more excellent. We can no longer offset the loss of revenue on the video side with profit on the data side.

This budget eliminates the expanded basic tier. We lost \$41.00 per subscriber per month.

This budget increases basic tier from \$33.99 to \$37.99

This budget increases streamers dream from \$49.95 to \$53.99

This budget increases digital family from \$74.99 to \$87.99

This budget increases digital family plus from \$80.99 to \$93.99

This budget increase voice services 5% across the board

This budget eliminates many contract costs associated with video content (Minerva, Fidelity, and Vubiquity)

This budget avoids approximately \$400k of life cycle costs that would be required were we to stay with linear TV

This budget reduces equipment costs by over \$200,000 annually

Finally, this budget will allow HCS to pay an additional \$182k to the Light and Power department in assistance with paying off our bonds.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT  
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT FOR  
SHORT-TERM RENTAL WITHIN THE R-1-D ZONING DISTRICT**

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, Section 90-81 of the *Code of Ordinances, City of Highland*, provides that the City Council “may grant a special use permit by ordinance,” but requires that “In a separate statement accompanying any such ordinance, the Council shall state findings of fact, and indicate reasons for approving . . . the request for a special use permit;” and

WHEREAS, Miles Maggio (1320 Zschokke Street), on behalf of Marge Donnelly (308 Laurel Street), has filed a Petition for a Special Use Permit to allow for a short-term rental within the R-1-D zoning district at 1320 Zschokke Street, Highland, IL 62249, in accord with the *Code of Ordinances, City of Highland*; and

WHEREAS, Miles Maggio a renter at 1320 Zschokke, Highland, IL (“Renter”), and Marge Donnelly is the landlord of 1320 Zschokke, Highland, IL (“Owner”); and

WHEREAS, a copy of the Petition for a Special Use Permit is attached as **Exhibit A** and incorporated by reference as though fully set forth herein; and

WHEREAS, a copy of the Combined Planning and Zoning Board (“CPZB”) Staff Report is attached hereto as **Exhibit B** and incorporated by reference as though fully set forth herein; and

WHEREAS, **Exhibit A** and **Exhibit B** were all considered as part of the Petition for a Special Use Permit by CPZB; and

WHEREAS, CPZB recommended denial of this special use pursuant to **Exhibit A** and **Exhibit B**. See CPZB Determination of Special Use Permit attached hereto as **Exhibit C**.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HIGHLAND:**

*Section 1.* The City Council makes the following findings of fact concerning the *procedures* followed to present the Petition for a Special Use Permit (**Exhibit A, B**) for approval:

- (a) The Administrator to whom the Petition for a Special Use Permit was submitted referred the matter to the CPZB.
- (b) The CPZB met in regular session on April 7, 2021, at 7:00 p.m., at City Hall, 1115 Broadway, Highland, Illinois, to consider and act upon the Petition for a Special Use Permit.
- (c) Public notice of the hearing to be held at the CPZB meeting was published pursuant to Illinois State Law, and Renter and Owner were notified of the hearing to be held at the meeting.
- (d) At the hearing, the CPZB took and heard evidence, and the CPZB prepared and submitted its advisory report to the City Council recommending denial of the Petition for a Special Use Permit.
- (e) The City Council finds the steps recited above, in compliance with the *Code of Ordinances, City of Highland*, to be facts, and further finds and determines that the matters and proceedings to date are in accordance with the *Code of Ordinances, City of Highland*.

*Section 2.* The City Council makes the following findings of fact concerning the *merits* of the Petition for a Special Use Permit (**Exhibit A, B and C**):

- (a) The proposed Special Use will adequately protect the public health, safety, welfare and the physical environment of the surrounding area and the City of Highland.
- (b) The proposed Special Use is consistent with the City of Highland's Comprehensive Plan.
- (c) The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.
- (d) There are no facilities near the proposed Special Use that require the need for special protection.
- (e) The location – where the Special Use will be made pursuant to the Special Use Permit – is zoned “R-1-D.”

*Section 3.* This resolution shall constitute the separate statement of findings of fact, supporting the granting of the Special Use Permit, required by Section 90-81 of the *Code of Ordinances, City of Highland*, and shall be permanently attached to the ordinance adopted granting the Special Use Permit.

*Section 4.* 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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

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

EXHIBIT "A"  
Special Use Permit Application

Return Form To:

Administrative Official  
City of Highland  
2610 Plaza Drive  
Highland, IL 62249  
(618) 654-7115  
(618) 654-1901 (fax)

For Office Use Only

Date Submitted \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Date Paid: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_  
Zoning File #: \_\_\_\_\_

APPLICANT INFORMATION:

Applicant: Miles Maggio Phone: 618 350 1317  
Address: 1320 Zschokke St Zip: Highland, IL 62249  
Email Address: miles@themiles of success.com  
Owner: Marge Dannelly Phone: (618) 791-0474  
Address: 308 Laurel St Highland, IL Zip: 62249  
Email Address: marge.dannelly@yahoo.com

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 1320 Zschokke St Highland, IL 62249

Property is Located In (Legal Description): \_\_\_\_\_

Present Zoning Classification: \_\_\_\_\_ Acreage: \_\_\_\_\_

Present Use of Property: Residential

Proposed Land Use: Residential, short-term accommodations

Description of proposed use and reasons for seeking a special use permit:

please see attached.

**SURROUNDING LAND USE AND ZONING:**

	<u>Land Use</u>	<u>Zoning</u>
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

*all  
same*

Should this special use be valid only for a specific time period? Yes \_\_\_\_\_ No

If Yes, what length of time? \_\_\_\_\_

<b>Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.</b>	Yes	No
A. Will 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;	✓	
B. Is the proposed special use consistent with this City's Comprehensive Plan;	✓	
C. Will the proposed special use have a minimal negative impact on the value of neighboring property and on this City's overall tax base;	✓	
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	✓	
E. Will the proposed special use have a minimal impact on the facilities near the proposed special use, such as schools or hospitals require special protection?	✓	

**THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:**

1. One copy of a legal description AND warranty deed of the property. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
2. A current plat, site plan, survey, or other professional illustration.
3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
4. Application fee.
5. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc).

I HAVE READ AND UNDERSTAND THE ABOVE CITY OF HIGHLAND PETITION TO THE COMBINED PLANNING & ZONING BOARD REQUIREMENTS.

\_\_\_\_\_  
Applicant's Signature

February 25<sup>th</sup> 2021  
Date



Business Name:

Kingdom Stays

Type of Business:

Family-Home Accommodations (short-term accommodations)

Description of the Business:

Kingdom Stays offers a way for responsible couples, families, and business professionals from around the country a unique way to comfortably and safely stay. A great deal of value is added to the community by offering flexible stays that accommodate qualifying travelers who seek a more comfortable and safe alternative to hotels/motels.

Due to the nature of the business, every aspect of the building, traffic volume, and utility infrastructure use is entirely characterized by low-density residential use and appearance. Each aspect of the business is not only important for the safety of the property, guests, and neighbors but is necessary for the preservation of the nearby neighborhood property values and the character of the neighborhood. The values of the business align almost exactly with the values of the neighborhood in that the value of the business directly relates to the ability to accommodate a friendly, safe, and comfortable stay for each guest so as to build trusting and lasting customer relationships. Additional value is added to the neighborhood by incentivizing further and ongoing residential curb appeal, landscaping, and maintenance on the property on a regular basis so as to appeal to responsible families, couples, and business professionals that will be accepted from a pool of screened applicants.

The business would be contained entirely within the home so there will be zero visible evidence of the business seen from the street or surrounding area. There are no alterations of the exterior of the home other than that of very standard, residential landscaping and curb appeal improvements. House rules include no pets, no parties or events, no loud music, no business meetings or events, no more than twelve (12) people on the property at any given time (usual number of guests will be less). These rules are very strict and will be promptly and formally enforced. These strict home rules will be monitored and enforced using smoking detection, noise-level detection, motion detection, and alarm system monitoring technology in the home as well as video and audio recording and monitoring devices outside of the home.

Each guest must follow a very specific application, screening, and acceptance process. This includes but is not limited to each guest providing a verified name, verified email address, verified phone number, verified government-issued photo ID, and answers to important questions related to the stay. Kingdom Stays even further ensures the ongoing safety of the property and neighborhood by utilizing advanced surveillance technology. During the application process, guests are made aware, in advance, of all surveillance and noise level monitor technology installed on the premise so as to quickly respond to and enforce any combination of the house rules at any given time. Each applicant is subject to a background check. Not all applicants are accepted. Kingdom Stay follows all standards set forth in Highland's hotel/motel

guest registration ordinance and holds registration information for 90 days or more. Although not required, Kingdom Stay's screening process exceeds the standards set forth in Highland's hotel/motel registration ordinance as well as a standard landlord/tenant relationships and screening.

There is absolutely nothing that would create additional nuisances due to noise, dust, heat, vibrations, bright lighting, odor, emissions, or others in any capacity whatsoever. Strict limitations of five (5) total cars or less are placed on the number of cars that can be parked near the location at any given time. Reliable and relevant data suggests that, as a result of the business, in total there will be a general average of 1.8 cars parked at any given time and no more than 2.3 car average during any given week. Guests will be informed and enforced of all proper parking allowances. There will be no traffic generated abnormal to that of a low-density, residential neighborhoods including but not limited to no more than four (4) arrivals or four (4) departures by vehicle daily. There will be absolutely no commodities sold or services rendered at the location.

At this property, there is absolutely no excessive noise allowed. The reservation rules define this as noise above conversation level at any time. Quiet hours (whisper-level noise) is from 11 pm to 8 am every day. The noise level will be monitored by a noise-level alert system. Additionally there are signs posted within the property reminding guests of the reservation rules related to the noise level and the quiet hours between 11 pm and 8 am every day. Lastly, in the rare case this is not met, the Minut Smart Home monitoring system will proactively notify (via smart phone notification) a representative of Kingdom Stays that begins the process of ensuring the place is promptly brought back within the house rules using prescribed procedures that depend on the situation and have a history of effectively doing so.

Additionally, marijuana is not allowed on the premise under any circumstances due to how close the neighbors are. This is not required by any parties involved, however is a proactive measure to ensure the integrity of the neighborhood and the comfortability of neighbors.

The application and screening process, as well as the real-time surveillance and notification system, Kingdom Stays does not in any way add to the safety risk and/or residential character risks than is associated with a high-quality, low-density family. Due to the nature of the business and the checks and balances associated with this particular business, the location will continue to remain true to its safety and residential character.

Below is a copy of the reservation rules each guest received before booking. Guests are additionally asked if you have read, understand, and agree to abide by the reservation rules.

## Reservation House Rules:

These rules are agreed to upon reserving and are formally enforced.

- Check-in: After 3:00 PM
- Checkout: 11:00 AM
- Self check-in with smart lock
- No smoking
- No pets
- No parties or events

The house rules will be formally enforced and are very important to ensure a great experience for each and every guest staying with us, so please read them carefully:

- ❶ The platform chat is the primary method of communication.
- ❷ Local residents must communicate with us first before booking.
- ❸ The primary user must have a valid and updated phone number on the platform.
- ❹ Disclosure: A background check will be considered for each reservation.
- ❺ No more than 12 individuals are allowed on or in the property at any given time unless otherwise communicated. Accurately reporting the number of guests staying the night will be accounted for with outdoor entranceway cameras. It is required that you promptly communicate changes in the number of guests staying the night.
- ❻ No excessive noise allowed: this is defined as noise above conversation level at any time. Quiet hours (whisper-level noise) is from 11 pm to 8 am every day. The noise level will be monitored by a noise-level alert system.
- ❼ If there is any issue related to your stay, you are required to communicate this promptly to Kingdom Stays and allow a representative of Kingdom Stays to come and fix the issue at any time during the stay.
- ❽ No more than 5 cars are allowed to be parked in the immediate vicinity, street, and neighborhood. This is to maintain the character and traffic flow of the neighborhood and will be formally enforced.
- ❾ There is a \$50 late check-out fee unless otherwise communicated.
- ❿ Smoking is only allowed in the back of the house. Marijuana is not allowed on the premise under any circumstances due to how close the neighbors are. Immediate cancellation of the reservation and a \$250 smoking fee assessed for each day of the reservation if smoking of any kind is detected inside or in front of the property whatsoever. This means smoking is NOT allowed in front of the house, front porch, front yard, or back yard. This will be monitored by special smoke-monitoring technology installed within the space and outside entranceway cameras.

Local legislation requires a verification process upon check-in. This will come in the form of a quick, easy-to-use, online check-in form that can be done straight from your smartphone. Any fees associated with non-compliance will be required.

Upon guest registration, you must certify that this is not the permanent residence of anyone staying.

Feel free to reach out to me with any situation you are not sure of or have any questions about. I am very understanding when it comes to most situations but do ask.

Not following any combination of these rules can result in being responsible for any costs associated with the disruption of the following reservations. Violations can result in instant cancellation of the reservation without refund.

If you have any further questions, thoughts, concerns, or if you would like any other documentation, feel free to reach out to me anytime.

Thanks again,

Sincerely,

Miles Maggio  
(618) 830-1817  
miles@themilesofsuccess.com

Owner and Operator

Kingdom Stays  
kingdom-stays.com

This letter is to certify that the downstairs apartment at 1320 Zschokke St Highland, IL 62249 is allowed by myself, Marge Donnelly, for the use of short-term rental business and short-term rental accommodations by Miles Maggio of Kingdom Stays according to the stipulations laid out in the lease addendum and according to the stipulations spoken of verbally on how the business is operated. Kingdom Stays has my full permission to provide short-term accommodations.

*Donnelly*  
Marge Donnelly

*Notary Public*



Shawn P. Fitzpatrick  
State of Illinois  
County of Madison



## LEASE ADDENDUM

THIS LEASE ADDENDUM entered on January 11<sup>th</sup>, 2021 by and between Marge Donnelly, hereinafter referred to as "Lessor" and Miles Maggio of Kingdom Stays hereinafter referred to as "Lessee."

In consideration of the terms, covenants and conditions herein contained, Lessor and Lessee covenant and agree as follows:

1. **PREMISES.** Lessor does hereby lease unto Lessee and Lessee does hereby take as Lessee the following premises situated in the City of Highland County of Madison, State of Illinois:  
Residence and lot located at 1320 Zschokke Street
2. **TERM.** The term of this lease shall be for a period of one year and shall commence January 11<sup>th</sup>, 2021 and will terminate January 1<sup>st</sup>, 2022 (the "Initial Term".) Lessee, however shall have the option to renew this Lease as hereinafter provided.
3. **RENT.** Lessee shall pay rent therefore, during the Initial Term of this Lease, the sum of \$800.00 for every month commencing February 2021 and every month thereafter. Said rent shall be due by the first day of each calendar month during the Initial Term with flexibility of only a few weeks. The initial payment of \$400.00 will be paid immediately upon commencement of this lease and will be a payment for the month of January.
4. **SECURITY DEPOSIT.** Lessee shall pay Lessor a security deposit of \$800.00 in payments by May 1st 2021. Lessor shall hold the security deposit without interest as security for payment of rent and any other payments now or which may become due Lessor under this Lease and as security for faithful performance by Lessee of all the terms of this Lease. Lessor shall return security deposit to Lessee after the expiration of the Lease or any renewal or extension thereof or upon termination without the fault or default of Lessee, provided Lessee shall have made all such payments and performed all the terms of this Lease. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand, or cause of action of Lessor against Lessee under this Lease.

5. **OPTION TO RENEW.** Upon the expiration of the Initial term of this Lease, Lessee and Lessor shall have the right and option to consensually agree to extend and renew this Lease for an additional one-year term commencing January 1<sup>st</sup>, 2022 and terminating January 1<sup>st</sup>, 2023. Said option to renew shall be exercised by Lessee giving written notice of Lessor's intention to renew the Lease to Lessor.

It is further agreed between the parties hereto that Lessee shall not be entitled to exercise any option provided for above if Lessee is in default of this Lease at the time Lessee elects to exercise such option.

6. **USE OF PREMISES.** The leased premises shall be used for the following purposes only:

- (a) As Lessee's primary residence; and
- (b) To rent the premises, or a portion thereof, to any Short-Term Rental customers.

7. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or sublet all or any part of the premises without first obtaining the written consent of the Lessor. Any consent to assignment or subletting by the Lessor shall not be released or diminish Lessee's duties, responsibilities, and liabilities under this Lease.

8. **IMPROVEMENTS AND FIXTURES.** Lessee may not make any improvements or alterations to the premises without having first obtained the prior written consent of the Lessor. Lessor agrees to make occasional and general improvements to increase the functionality and durability of the premise.

9. **UTILITIES.** Lessee shall be solely responsible and promptly pay all charges for heat, gas, electricity, and sewer use charges, or any other utility used or consumed in or for the leased premises, including making the necessary deposits therefore.

10. **MAINTENANCE OF LEASED PREMISES.** Lessor shall maintain and repair the roof and exterior structural components of the residence, except that any roof repairs caused by Lessee's negligence shall be Lessee's responsibility. Lessor, in addition, shall maintain and repair the HVAC system. Lessee shall at all times maintain and repair all other portions (interior and exterior) of the leased premises in good condition and repair. This shall include without limitation mowing and raking of the yard. If Lessee refuses or neglects to maintain or repair the premises as required hereunder as soon as reasonably possible after written demand, and to the reasonable satisfaction of Lessor, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue, and upon completion thereof, Lessee shall pay Lessor's cost for making such repairs upon presentation of a bill thereof as additional rent. Lessee covenants that Lessee shall promptly pay any amount incurred for the repair or maintenance of this subject premises in order to protect the premises against the assertion or filing of any mechanic's lien therefore. Lessee agrees to indemnify and hold harmless Lessor and the premises from any claim for mechanic's lien on account of any material or labor furnished to or for the benefit of the leased premises.

11. **TAXES.** Lessor, at Lessor's expense, shall pay all real estate taxes.

12. **FIRE AND CASUALTY INSURANCE.** Lessee covenants that Lessee shall purchase and maintain fire and extended coverage insurance on the residence to protect Lessor's interest in the premises, which Lessor deems advisable and appropriate. Lessee covenants to purchase and maintain fire and extended coverage insurance on the contents and any trade fixtures in the leased premises in order to protect Lessee's interest therein.



**13. LIABILITIES TO THIRD PARTIES AND PUBLIC LIABILITY INSURANCE.**

Lessee agrees to save harmless Lessor from any liability for personal injury or property damage occasioned on or about said premises. Lessor shall not be liable for claims of any persons or any injuries thereto or any damage to property or to any person on or about the above described premises. Lessee further agrees to hold Lessor harmless from and indemnify Lessor from any and all damages, expenses, costs and attorney's fees on account of any injury to person, life or property in or about said premises or by services or business conducted by Lessee, Lessee's agents, servants, or employees, and others on its behalf. Lessee shall purchase at Lessee's expense and keep in effect public liability insurance protecting Lessee and Lessor from any and all damages, expenses, costs and attorney's fees on account of injury to person, life or property in or about the leased premises or the services or business conducted with minimum coverage of One Million Dollars (\$1,000,000) for death or injury to each person, Three Million Dollars (\$3,000,000) for death or injury resulting from each occurrence, and One Hundred Thousand Dollars (\$100,000) property damage liability for each occurrence. Lessor shall be named as an additional insured in said policy of insurance which shall contain a clause that Lessee will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. Proof of said insurance shall be provided by Lessee to the Lessor. Failure to provide insurance with proof is a breach of this Lease, Lessor may at this option, purchase insurance for Lessee and charge Lessee for said insurance as additional rent, or cancel this Lease and reenter the Leased premises, or take any other actions or pursue and other remedies he may have for breach of this Lease.

**14. ACCESS BY LESSOR.** Lessee shall allow Lessor, Lessors agents, employees or servants, or any other person authorized by Lessor, free access to the premises hereby leased, during same-day turnovers and at other reasonable times, for the purpose of examining the same, and to make such repairs, replacements, or alterations as Lessor may deem necessary to be made.

15. **GOVERNMENTAL REGULATIONS.** Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authority, now in force, or which may hereafter be in force, pertaining to said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force.

16. **DESTRUCTION OF OR DAMAGE TO PREMISES.** In the event the premises are totally or partially destroyed or damaged by fire or another casualty, either Lessor or Lessee may elect to terminate this Lease. In the event that neither Lessor or Lessee terminates the Lease, they shall rebuild or repair said premises. Rent shall abate between the time of total destruction and the time the building is rebuilt and said premises are ready for occupancy. In the event of a partial destruction or damage to the premises, the rent shall proportionally abate during the time between such partial destruction or damage, and repair thereof.

17. **DEFAULT.** If lessee defaults in the payment of rent, or if Lessee defaults with respect to any other covenant, term of condition hereof, then Lessor, at Lessor's sole option, may:

- a. Remain out of possession, treat the Lessee as subsisting, and recover rent and any additional amounts due hereunder, as the same become due and payable; or
- b. Remain out of possession, treat the Lease as subsisting, and accelerate rent and any additional amounts or which may become due during term, after giving Lessee ten (10) days written notice or such election to accelerate; or
- c. After giving notice to Lessee, resume possession and try to release on behalf of Lessee in order to mitigate damages; or
- d. After giving notice to Lessee, resume possession, accelerate rent and any additional amounts due or which may become due during the next term, and recover the same as liquidated damages for Lessee's default, it being agreed that the exact amount of damages is difficult or impossible to ascertain; or
- e. reenter, resume possession and terminate the Lease.

18. **EMINENT DOMAIN.** In the event the premises or any part thereof are taken through the exercise of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of Lessor and Lessee hereby assigns Lessor all of Lessee's rights, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers Lessor in the name of Lessee to receive and give acquittance therefore, and make, execute and deliver in Lessee's name any release or other instrument that may be required to recover any such award to judgment. If Lessee collects a separate claim for her loss of business income from the governmental entity, that shall remain its separate property.

19. **LESSOR'S LIABILITY.** Lessor shall not be liable to Lessee or to any other person or corporation, including employees, for any damage to any person or property caused by water, rain, snow, frost, fire, storm, or accident, or by breakage, stoppage, or leakage of water, gas, heating and sewer pipes, or plumbing, upon, about or adjacent to said premises.

20. **NOTICES.** Any notice or demand provided herein may be given to the party to be served by personal service or by registered or certified mail, addressed to Lessor, at Lessor's known address, or to Lessee, at the premises herein leased.

21. **DAMAGES.** Upon the occurrence of any event of default described herein, the non-defaulting party, in addition to any other remedies, may recover from the defaulting party all damages which may be incurred by reason of such default. The defaulting party further agrees to indemnify the other party for any and all costs and expenses, including actual attorney's fees, incurred by the other party in connection with retention of counsel or legal proceedings brought against by the party to enforce any of the terms of this Agreement

22. **SUCCESSORS AND ASSIGNS.** This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, and their heirs and assigns and shall be binding upon Lessee, its successors and assigns, and shall inure to the benefit of Lessee and only such as signs of Lessee whom the assignment by Lessee has been consented to by Lessor.

23. **REMEDIES CUMULATIVE.** No mention in this agreement of any specific right or remedy shall preclude Lessor from exercising any other right from having any other remedy, or from maintaining any action to which he may otherwise be entitled either at law or equity; and the failure of Lessor to insist in any one or more instances upon strict performance of any covenant of this agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Lessor.

24. **CLASSIFICATION OF TERMS.** Whenever the words Lessor or Lessee are used herein, such words shall be construed to include the singular and plural, and the heirs, executors, administrators, personal representatives, successors, assigns, or legal representatives of said Lessor and Lessee.

25. **WAIVER OF SUBROGATION.** All policies of insurance pertaining to the leased premises shall, if possible, be endorsed to provide that the insurance company may not subrogate with respect to insurance carried by Lessor against Lessee and with respect to insurance carried by Lessor against Lessee, it being agreed that neither Lessor nor Lessee's insurance company or companies shall have any right of action against Lessor for any loss or damage to Lessee's property in or about the leased premises which loss or damage is in fact covered by insurance carried by Lessee, nor that Lessor or Lessor's insurance company or companies shall have any right or recovery against Lessee for any loss or damage to Lessor's property in or upon the leased premises, which loss or damage is in fact covered by insurance carried by Lessor.

26. **RIGHT OF FIRST REFUSAL.** It is agreed that if during the term of this Lease Lessor should desire to sell the premises, the Lessee shall have the privilege of purchase the same for same price and terms for which Lessor would be willing to sell to any other person; but if Lessee does not exercise the option to purchase within 10 (ten) days after receipt of notice in writing from Lessor of Lessor's desire to sell (and proposed terms of sale), then this right of first refusal shall become null and void; and, further, then this Lease shall be and become void upon a conveyance of the premises by Lessor.

27. **HEADINGS.** The headings hereof are intended as guides only and shall not be construed as having any legal effect.

28. **ENTIRE AGREEMENT.** This Lease Agreement and any attached Exhibits collectively constitute the entire agreement between Lessor and Lessee, and no other promises or representations including any prior written or oral agreement between the parties, shall be binding unless made in writing and signed by Lessor and Lessee. The exhibits attached to this Agreement are made a part hereof by this reference.

**IN WITNESS WHEREOF,** the parties have hereunto duly executed the foregoing instrument in triplicate the day and year first above written.


LESSOR: *Donnelly*

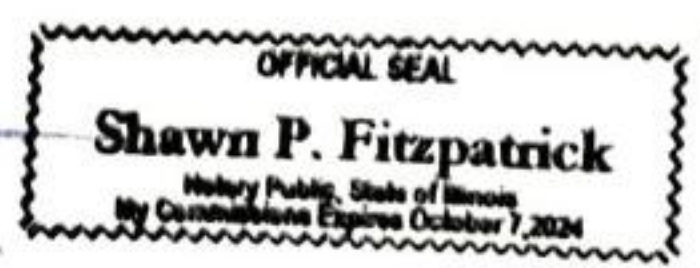
LESSEE: *Miles Maggio*



2/25/21 Date

2/25/21 Date

*Mary Public*  
  
State of Ill.  
County of Madison





# City of Highland Building and Zoning

Ex B

**Meeting Date:** April 7, 2021

**From:** Matt Kundrat, Intern  
Breann Speraneo, Director of Community Development

**Location:** 1320 Zschokke St

**Zoning Request:** Special Use Permit

**Description:** SUP to allow for a short-term rental in the R-1-D district

## Proposal Summary

The applicant is Miles Maggio and property owner is Marge Donnelly. The applicant of this case is requesting the following Special Use Permit to comply with Table 3.1 of Section 90-201 of the City of Highland Municipal Code (hereafter known as the “zoning matrix”):

- Miles Maggio (1320 Zschokke Street), on behalf of Marge Donnelly (308 Laurel Street), is requesting a Special Use Permit to allow for a short-term rental at 1320 Zschokke Street. PIN# 01-2-24-05-11-204-030

The zoning matrix identifies “short term rental” as Special Use within the R-1-D single family residential zoning district.

## Comprehensive Plan Consideration

The subject property is denoted as downtown on the Comprehensive Plan’s Future Land Use Map. A short-term rental is an appropriate Special Use for the downtown area.

## Surrounding Uses

Direction	Land Use	Zoning
North	Single-Family Residence	R-1-D
South	Single-Family Residence	R-1-D
East	Single-Family Residence	R-1-D
West	Single-Family Residence	R-1-D

## 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.



# City of Highland

## Building and Zoning

Ex B

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Use is 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 short-term rental would not have an adverse effect on public utilities or traffic circulation on nearby streets. Off-street parking may need to be identified.

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 Use 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 Use will not have a detrimental impact on the value of neighboring property. It will contribute to the City's overall tax base through the hotel-motel tax generated.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Use 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

Short-term rentals would help fill the need for more hospitality industry in the community. In this case, it is not the property owner that is the short-term rental host, but rather the renter. The renter has an agreement with the property owner to utilize the property as a short-term rental. It should be noted that this residence consists of two rental units. The main floor is the proposed short-term rental, while the upper unit would remain a traditional rental property.



**Aerial Photograph**



**Site Photo**







City of Highland  
Building and Zoning

Exhibit "C"  
Determination of Special Use Permit

Date Submitted: 2/25/21  
Filing Fees: \$200  
Date Paid: 3/19/21  
Date Advertised: 3/14/21 & 3/15/21  
Date of Sent Notice: 3/14/21  
Date of Public Hearing: 4/7/21

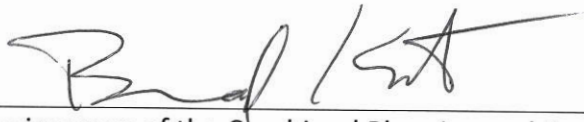
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On April 7, 2021, the City of Highland Combined Planning and Zoning Board at its regular meeting **approved, approved with condition(s), denied** a Special Use Permit for the following:  
**Miles Maggio (1320 Zschokke Street), on behalf of Marge Donnelly (308 Laurel Street), is requesting a Special Use Permit to allow for a short-term rental at 1320 Zschokke Street. PIN# 01-2-24-05-11-204-030.**

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the April 19, 2021 meeting of the City Council.

In recommending DENYING (action) of this Special Use Permit, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation and all other conditions listed for that use in other sections of these regulations. In addition, the Combined Planning and Zoning Board found that the proposed use **did/did not** provide safeguards to assure its compatibility with the surrounding area.

Conditions (if any): NONE  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Chairperson of the Combined Planning and Zoning Board

4/7/21  
\_\_\_\_\_  
Date

**Designated Point Person for Rapid Response:**

I, Marge Donnelly, commit to being the designated point person in the situation a need were to arise that needs me to be promptly at the property. I live nearby in Highland and am happy to do that.

**Upon Acceptance of Short-Term Rental Special Permit, Upstairs will not have Long-Term Tenants:**

I, Marge Donnelly, upon acceptance of the special use permit downstairs commit to not making available the upstairs to long-term tenets and instead either repair/renovate or leave vacant the upstairs apartment space until a special use permit is approved for short-term rental guests for the upstairs. This is also intended to stop any concerns that upstairs long-term tenets would be concerned about the short-term guests.

Sincerely,

Marge Donnelly

Owner of 1320 Zschokke St Highland, IL 62249

Sign: \_\_\_\_\_

*M Donnelly*

Date: \_\_\_\_\_

*4/13/2021*

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO MILES MAGGIO, ON BEHALF OF MARGE DONNELLY, TO ALLOW A SHORT-TERM RENTAL WITHIN THE R-1-D ZONING DISTRICT AT 1320 ZSCHOKKE, HIGHLAND, ILLINOIS**

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, the City Council has made the findings of fact, and the statement of its reasons for granting the Petition for Special Use Permit in question, in a separate resolution numbered as Resolution No. \_\_\_\_\_.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND, AS FOLLOWS:**

*Section 1.* Miles Maggio (1320 Zschokke Street), on behalf of Marge Donnelly (308 Laurel Street), is hereby granted a Special Use Permit in the “R-1-D” zoning district, as defined in Chapter 90 of the *Code of Ordinances, City of Highland*, for a short-term rental within the R-1-D zoning district at 1320 Zschokke, Highland, Illinois 62249.

*Section 2.* The Special Use Permit is granted.

*Section 3.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect upon adoption.

*Section 4.* 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, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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Kevin B. Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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

CITY OF HIGHLAND

WARRANT # 1193

April 19, 2021

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001	General Fund	\$	113,452.74
006	TIF #1	\$	-
007	Community Development	\$	2,328.70
008	Motor Fuel Tax Fund	\$	815.84
009	Parks & Recreation Fund	\$	36,229.00
050	Street Bond	\$	8,231.40
101	Electric Fund	\$	790,290.98
012	Business District A	\$	572,360.64
111	Fiber To The Premise Fund	\$	145,187.37
208	WATER ALT BOND INT &RED	\$	-
201	Water Fund	\$	41,563.82
301	Sewer Fund	\$	18,450.71
401	Ambulance Fund	\$	5,536.19
10	TIF #2 Northside	\$	-
706	LIABILITY INSURANCE	\$	10,257.00
713	SOLID WASTE FUND	\$	257.80
802	Payroll Account	\$	-
	TOTAL WARRANT	\$	1,744,962.19

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CITY CLERK  
April 19, 2021

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MAYOR

# Accounts Payable

## Computer Check Proof List by Vendor

User: DZOBRIST  
 Printed: 04/16/2021 - 11:52AM  
 Batch: 00008.04.2021

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 193 195652 20200	ADR HIGHLAND, INC. TOW FOR CAR 9 FROM TROY TO HIGHLAND AMBULANCE TOW #1543- RMV DRIVE LINE	215.00 350.00	04/20/2021 04/20/2021	Check Sequence: 1 001-012-5-360-10 401-401-5-360-10
	Check Total:	565.00		
Vendor: 5880 REIMPERMIT	NICKI ALEXANDER REIMBURSE SPECIAL USE PERMIT FOR 708 LAUREL ST	200.00	04/20/2021	Check Sequence: 2 001-013-4-342-15
	Check Total:	200.00		
Vendor: 60 50749334	Aitec Industries Inc SWITCH FOR EASEMENT MACHINE	60.19	04/20/2021	Check Sequence: 3 101-104-5-450-00
	Check Total:	60.19		
Vendor: 4674 0797748017 13081-42014 1477059018 4742177616 84072-38735 9305822894	Ameren Illinois Utilities EVERGREEN CT ST LITE GAS CHARGE Park Maint. Shed Heating GAS CHARGES- 1100 MAINST POLICE DEPT GAS CHARGES	152.54 36.71 27.26 121.98 48.74 58.37	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 4 001-017-5-330-00 101-104-5-330-00 101-104-5-330-00 009-016-5-330-00 009-016-5-330-00 001-012-5-330-00
	Check Total:	445.60		
Vendor: 5878 2027369	AMITA CHICAGO HOSPITALS NETWORK EMPLOYEE ASSISTANCE PROGRAM EXPENSE	2,662.73	04/20/2021	Check Sequence: 5 001-012-5-390-00
	Check Total:	2,662.73		
Vendor: 3076 4900446-00 4903783-00	ANIXTER, INC. 33443484R Crossarms UD11R Safety Glasses	2,283.00 164.40	04/20/2021 04/20/2021	Check Sequence: 6 101-104-5-430-00 101-104-5-440-00
	Check Total:	2,447.40		
Vendor: 3025 1231	APEX PHYSICAL THERAPY New Hire Fit Test -Grotefendt	157.00	04/20/2021	Check Sequence: 7 001-012-5-390-00
	Check Total:	157.00		
Vendor: 2058 317330493 317330494 317330495 317330501 317356545 317356546 317356553 317382767 317382768 317382769 317408881 317408882 317408889 317434988 317434989 317434990 317434996	Aramark Uniform Services MARCH RUG SERVICES MARCH UNIFORM AND RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES MARCH UNIFORM AND RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES MARCH UNIFORM AND RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES MARCH UNIFORM AND RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES MARCH UNIFORM AND RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES MARCH UNIFORM AND RUG SERVICES MARCH RUG SERVICES MARCH RUG SERVICES	6.05 31.32 40.95 48.83 42.81 74.64 28.88 12.05 34.32 43.65 42.81 42.60 28.88 12.05 47.34 43.65 48.83	04/20/2021 04/20/2021	Check Sequence: 8 101-101-5-390-00 101-102-5-390-00 111-111-5-390-00 001-011-5-390-00 101-101-5-390-00 101-102-5-390-00 001-012-5-390-00 101-101-5-390-00 101-102-5-390-00 111-111-5-390-00 101-101-5-390-00 101-102-5-390-00 001-012-5-390-00 101-101-5-390-00 101-102-5-390-00 111-111-5-390-00 001-011-5-390-00
	Check Total:	629.66		
Vendor: 385 ASPI57047	ASP Enterprises Geotex Fabric	422.00	04/20/2021	Check Sequence: 9 001-017-5-550-50
	Check Total:	422.00		
Vendor: 5876 23311	ASSOC OF PUBLIC TREASURERS OF US AND CANADA MEMBERSHIP / ANNUAL CONFERENCE ON-LINE - KK	458.00	04/20/2021	Check Sequence: 10 001-011-5-240-00
	Check Total:	458.00		
Vendor: 1168 INV1370	Association of Illinois Electric Cooperatives APPRENTICE TRAINING FOR REID & DAVID	1,500.00	04/20/2021	Check Sequence: 11 101-104-5-240-00
	Check Total:	1,500.00		
Vendor: 5771 33442 33442	AUTOMATIC DOOR SYSTEMS, LLC MTN/REPAIRS TO HIGHLAND ELECTRIC GATE MTN/REPAIRS TO HIGHLAND ELECTRIC GATE	182.50 182.50	04/20/2021 04/20/2021	Check Sequence: 12 101-102-5-380-00 101-104-5-380-00
	Check Total:	365.00		
Vendor: 195 151475 151496	Aviston Lumber Company 50 FSC- Fast setting concrete 50 FSC- Fast setting concrete	49.50 49.50	04/20/2021 04/20/2021	Check Sequence: 13 201-203-5-430-00 201-203-5-430-00

151648	80# Pre Mix Mortar	6.82	04/20/2021	201-203-5-430-00
151648	80# Pre Mix Mortar	6.82	04/20/2021	301-303-5-430-00
151852	20 BBQ	30.00	04/20/2021	001-017-5-430-00
154792	PROPANE FOR FORKLIFT	32.00	04/20/2021	111-111-5-430-00
157317	34 CDT- 3/4 4x6 CDX Treated Plywood	132.48	04/20/2021	001-017-5-430-00
158138	40 BBQ	32.00	04/20/2021	101-104-5-420-00
	Check Total:	339.12		
Vendor: 5319	BARNETT PEST SOLUTIONS			Check Sequence: 14
2622	POLICE DEPT PEST CONTROL	25.00	04/20/2021	001-012-5-390-00
2623	Monthly pest control	25.00	04/20/2021	009-016-5-390-00
2624	MONTHLY PEST CONTROL - CITY HALL STORAGE	20.00	04/20/2021	001-011-5-390-00
2625	Monthly Pest Control	30.00	04/20/2021	001-017-5-390-00
2626	INSPECTION & TREATMENT	30.00	04/20/2021	101-102-5-390-00
2627	MONTHLY PEST CONTROL - CITY HALL	20.00	04/20/2021	001-011-5-390-00
2628	INSPECTION & TREATMENT	14.00	04/20/2021	101-101-5-390-00
2628	INSPECTION & TREATMENT	14.00	04/20/2021	001-013-5-390-00
	Check Total:	178.00		
Vendor: 5803	CHARLES J BECHERER			Check Sequence: 15
APRIL192021	INTERIM CHIEF OF POLICE PER CONTRACT	5,000.00	04/20/2021	001-012-5-390-00
	ACH PAID	5,000.00		
Vendor: 5772	BOESER COMMERCIAL SOLUTIONS, LLC			Check Sequence: 16
1144	Roof leak repair	942.59	04/20/2021	009-009-5-390-00
	Check Total:	942.59		
Vendor: 1291	Bound Tree Medical, LLC			Check Sequence: 17
84002317	EMS SUPPLIES	190.38	04/20/2021	401-401-5-430-00
84002318	EMS SUPPLIES	31.97	04/20/2021	401-401-5-430-00
84010066	EMS SUPPLIES	44.37	04/20/2021	401-401-5-430-00
	Check Total:	266.72		
Vendor: 5006	Brenntag Mid South Inc			Check Sequence: 18
BMS834653	Chlorine Gas	500.00	04/20/2021	201-202-5-490-00
	Check Total:	500.00		
Vendor: 360	Broadway Battery & Tire			Check Sequence: 19
G134097	Brad's truck	338.50	04/20/2021	009-016-5-360-10
	Check Total:	338.50		
Vendor: 3311	Campion Barrow & Associates			Check Sequence: 20
028659	NEW HIRE LAW ENFORCEMENT TESTING	440.00	04/20/2021	001-012-5-390-00
	Check Total:	440.00		
Vendor: 3080	CDW G Inc			Check Sequence: 21
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	858.28	04/20/2021	001-011-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	50.33	04/20/2021	007-007-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	50.33	04/20/2021	201-201-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	50.33	04/20/2021	301-301-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	403.71	04/20/2021	009-016-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	201.86	04/20/2021	201-202-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	1,009.27	04/20/2021	001-012-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	353.38	04/20/2021	001-017-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	75.76	04/20/2021	201-203-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	100.66	04/20/2021	009-503-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	75.76	04/20/2021	301-303-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	50.33	04/20/2021	001-014-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	454.04	04/20/2021	101-104-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	201.85	04/20/2021	301-304-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	353.38	04/20/2021	401-401-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	302.51	04/20/2021	009-009-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	151.53	04/20/2021	101-101-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	201.85	04/20/2021	001-013-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	50.33	04/20/2021	101-102-5-391-00
9941772	GOV MALWAREBYTES EP PRO 1Y 100-249 & EPP SVR W/ STD +SUP	302.51	04/20/2021	111-111-5-391-00
	Check Total:	5,298.00		
Vendor: 2000	Center For Education and Employment Law			Check Sequence: 22
O7311183	PUBLIC EMPLOYMENT LAW REPORT	159.00	04/20/2021	001-011-5-390-00
	Check Total:	159.00		
Vendor: 1661	Home Box Office Cinemax			Check Sequence: 23
D1M46991	APRIL VIDEO CONTENT FEE	60.00	04/20/2021	111-111-5-390-52
	Check Total:	60.00		
Vendor: 454	City Of Highland			Check Sequence: 24
010101-001	Electric bill	70.31	04/20/2021	009-016-5-330-00
	Check Total:	70.31		
Vendor: 457	City Of Highland			Check Sequence: 25
MARCH	MARCH CENTRAL PURCHASING	706.13	04/20/2021	001-011-5-430-00
MARCH	MARCH CENTRAL PURCHASING	88.26	04/20/2021	201-202-5-430-00
MARCH	MARCH CENTRAL PURCHASING	16.32	04/20/2021	001-014-5-430-00
MARCH	MARCH CENTRAL PURCHASING	62.07	04/20/2021	401-401-5-430-00
MARCH	MARCH CENTRAL PURCHASING	272.54	04/20/2021	009-016-5-430-00

MARCH	MARCH CENTRAL PURCHASING	143.05	04/20/2021	301-303-5-430-00
MARCH	MARCH CENTRAL PURCHASING	6.92	04/20/2021	301-304-5-430-00
MARCH	MARCH CENTRAL PURCHASING	44.55	04/20/2021	101-101-5-430-00
MARCH	MARCH CENTRAL PURCHASING	280.46	04/20/2021	001-012-5-430-00
MARCH	MARCH CENTRAL PURCHASING	541.35	04/20/2021	009-016-5-430-00
MARCH	MARCH CENTRAL PURCHASING	22.02	04/20/2021	001-017-5-430-00
MARCH	MARCH CENTRAL PURCHASING	242.25	04/20/2021	009-009-5-430-00
MARCH	MARCH CENTRAL PURCHASING	249.98	04/20/2021	009-016-5-430-00
MARCH	MARCH CENTRAL PURCHASING	143.05	04/20/2021	201-203-5-430-00
MARCH	MARCH CENTRAL PURCHASING	3.32	04/20/2021	111-111-5-430-00
MARCH	MARCH CENTRAL PURCHASING	90.72	04/20/2021	001-017-5-430-00
	Check Total:	2,912.99		
Vendor: 2360 1153	CITY OF WATERLOO MUTUAL AID	4,920.20	04/20/2021	Check Sequence: 26 101-104-5-390-00
	Check Total:	4,920.20		
Vendor: 481 75884 75949	Coe Equipment Inc Root Saw, Relief Valve Debris Hose, 8x62, Rubber	613.64 489.48	04/20/2021 04/20/2021	Check Sequence: 27 201-203-5-450-00 201-203-5-450-00
	Check Total:	1,103.12		
Vendor: 5491 1326	KIMBERLY A. COLE PRETREATMENT CONSULTING SERVICES	2,835.00	04/20/2021	Check Sequence: 28 301-305-5-230-00
	Check Total:	2,835.00		
Vendor: 5623 439-B 440	COMPLETE BRICK RESTORATION tuckpoint, brick replacement and wall closing in generator build roof holes repaired, exhaust fan covers, flashing	7,900.00 4,800.00	04/20/2021 04/20/2021	Check Sequence: 29 101-102-5-520-00 101-102-5-520-00
	Check Total:	12,700.00		
Vendor: 2189 0024965	CONTINENTAL RESEARCH CORPORATION Cleaning supplies	267.83	04/20/2021	Check Sequence: 30 009-009-5-490-00
	Check Total:	267.83		
Vendor: 2345 0214144	Crawford, Murphy & Tilly Inc HIGHLAND STAFF REPORT	550.00	04/20/2021	Check Sequence: 31 001-013-5-390-00
	Check Total:	550.00		
Vendor: 352 001.2020.44 003.2020.142 004.2019.118 009.2020.33	Curry & Associates Engineers Inc WTR MAIN REPLACEMENT FROM HIGHLAND PARK RD TO PRAIRIE RD- CONST TECHNICAL ASST TO LOWER LEAD CONCENTRATIONS IN DRINKING WTR WATER MAIN REPLACEMENT- CONSTRUCTION GUIDANCE CIVIL ENGINEERING SERVICES FOR NEW PSB	533.49 5,794.63 828.25 180.47	04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 32 201-203-5-505-00 201-202-5-230-00 201-203-5-505-00 012-012-5-505-00
	Check Total:	7,336.84		
Vendor: 1894 00706776 00706776 00706776	CYPHERS TRUCK PARTS COJ29427- 1 YEAR TROUBLE COJ29053- COMTK 1 YEAR L COJ29763- OHW 1 YEAR LIC	699.99 995.00 669.99	04/20/2021 04/20/2021 04/20/2021	Check Sequence: 33 101-102-5-470-00 101-102-5-470-00 101-102-5-470-00
	Check Total:	2,364.98		
Vendor: 10058 38252	Drive Social Media SOCIAL MEDIA MONTHLY SERVICE	2,150.00	04/20/2021	Check Sequence: 34 111-111-5-390-33
	Check Total:	2,150.00		
Vendor: 357 4887	Elite Elevator Inspections LLC State Annual Inspection - Hydraulic Elevator	150.00	04/20/2021	Check Sequence: 35 201-202-5-380-00
	Check Total:	150.00		
Vendor: 20627 1083 1083	Energy Wise WCC Unit check and cleaning Preventative maintenance for Pool Pak	178.00 2,765.00	04/20/2021 04/20/2021	Check Sequence: 36 009-016-5-390-00 009-009-5-390-00
	Check Total:	2,943.00		
Vendor: 674 270281 270282	Engraving By Voss QTY 1- NAME PLATE MAYOR - KEVIN HEMANN QTY 1- NAME PLATE CITY MANAGER - CHRIS CONRAD	5.00 5.00	04/20/2021 04/20/2021	Check Sequence: 37 001-011-5-430-00 001-011-5-430-00
	Check Total:	10.00		
Vendor: 679 31640 31847 31848 31862	Essenpreis Plumbing & Htg WATER FOUNTAIN & LABOR Roundabout on Broadway/lberg - RPZ tested Roundabout on Poplar - RPZ tested Lila's garden irrigation check	1,365.44 82.00 82.00 82.00	04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 38 101-104-5-380-00 001-017-5-390-00 001-017-5-390-00 009-016-5-390-00
	Check Total:	1,611.44		
Vendor: 382 PITR0057606 PITR0057607	Fabick Rents GLASS & SEAL KIT HARDWARE	303.66 13.86	04/20/2021 04/20/2021	Check Sequence: 39 101-104-5-360-00 101-104-5-360-00
	Check Total:	317.52		
Vendor: 2786	Fastenal			Check Sequence: 40



ILHIG80960	Caution BLue	72.68	04/20/2021	201-203-5-430-00
ILHIG80971	HCS - PARTS	3.33	04/20/2021	111-111-5-430-00
ILHIG80986	SLOTTED HEX NUT	4.46	04/20/2021	101-102-5-430-00
ILHIG81009	Nemesis Eyewear3/16x7 2Cutr SDS Bit	11.35	04/20/2021	301-304-5-450-00
ILHIG81021	Nemesis Eyewear	38.81	04/20/2021	201-203-5-440-00
ILHIG81021	Nemesis Eyewear	38.81	04/20/2021	301-303-5-440-00
	Check Total:	169.44		
Vendor: 20345 FIT TRAINING	Fens Fitness, LLC Ginger pt	80.00	04/20/2021	Check Sequence: 41 009-009-5-390-09
	Check Total:	80.00		
Vendor: 2191 1114991712 1115344175	Ferrellgas cemetary propane fix PROPANE- SEWER PLANT	52.84 376.89	04/20/2021 04/20/2021	Check Sequence: 42 009-715-5-330-00 301-304-5-330-00
	Check Total:	429.73		
Vendor: 745 S1241593.001	Fletcher Reinhardt Company VC-9982 All Weather Quick Set Cement	78.00	04/20/2021	Check Sequence: 43 101-104-5-430-00
	Check Total:	78.00		
Vendor: 5854 72897	FONDRIEST ENVIRONMENT, INC. 28355 Geode GNS2 Multi-GNSS sub- meter receiver, 1Hz data output	1,953.40	04/20/2021	Check Sequence: 44 101-101-5-470-00
	Check Total:	1,953.40		
Vendor: 1654 S61132	Fox Sports St. Louis MARCH VIDEO CONTENT FEE	10,659.40	04/20/2021	Check Sequence: 45 111-111-5-390-52
	Check Total:	10,659.40		
Vendor: 1098 6186510017 6186541026 6186541901 6186542146 6186543568 6186544671	FRONTIER KRC sec. line wcc fax FAX CHARGES PHONE CHARGES - STATION # 2 PHONE CHARGES - ALARM PHONE DEPT FAX LINE	186.93 0.16 40.84 48.69 48.20 41.24	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 46 009-009-5-310-00 009-016-5-310-00 001-013-5-310-00 001-014-5-310-00 001-011-5-310-00 001-012-5-310-00
	Check Total:	366.06		
Vendor: 788 S4267622.001 S4270239.001 S4273258.001	Frost Electric Supply Co. Inc. 65720- 7" Ratchet 3/8" drive FOR NEW SUBDIVISION OFF ST ROSE RD ZIP TIES FOR VHP BANNERS	28.49 1,802.79 106.23	04/20/2021 04/20/2021 04/20/2021	Check Sequence: 47 101-104-5-430-00 101-104-5-430-00 101-102-5-430-00
	Check Total:	1,937.51		
Vendor: 8299 30005309 30005324 30005336 30005337 30005423 30005446 30005447 30005556 30005558 30005559	St. Clair Service Company FS Turf Solutions turf turf turf turf turf turf turf turf turf turf	248.00 300.00 1,750.00 1,050.00 310.00 526.25 357.25 426.00 282.00 391.00	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 48 009-016-5-490-00 009-016-5-490-00 009-715-5-490-00 009-016-5-490-00 009-016-5-490-00 009-016-5-490-00 009-715-5-490-00 009-016-5-490-00 009-016-5-490-00 009-715-5-490-00
	Check Total:	5,640.50		
Vendor: 1185 6052	Gelly Excavating & Construction Inc Archery Range	317.09	04/20/2021	Check Sequence: 49 009-016-5-390-00
	Check Total:	317.09		
Vendor: 858 9320679941 9320919983 9320919983.1	Graybar 81KA w/key 50K76 7136100 - GenSPEED® 6 Category 6 Outside Plant Cable, Black, 100 7136100 - GenSPEED® 6 Category 6 Outside Plant Cable, Black, 100	134.88 299.95 30.00	04/20/2021 04/20/2021 04/20/2021	Check Sequence: 50 101-104-5-430-00 111-111-5-530-00 111-111-5-530-00
	Check Total:	464.83		
Vendor: 3333 0125799-IN 0125916-IN	GREAT LAKES DATA SYSTEMS SMS OUTBOUND MESSAGING FEES BROADHUB SOFTWARE SUPPORT	150.00 1,200.00	04/20/2021 04/20/2021	Check Sequence: 51 111-111-5-390-50 111-111-5-390-50
	Check Total:	1,350.00		
Vendor: 5877	Hannah Hast Party Cancellation	135.00	04/20/2021	Check Sequence: 52 009-009-4-347-79
	Check Total:	135.00		
Vendor: 1662 D1H47098	Home Box Office HBO APRIL VIDEO CONTENT FEE	390.00	04/20/2021	Check Sequence: 53 111-111-5-390-52
	Check Total:	390.00		
Vendor: 4020 2021-014	HEARTLANDS CONSERVANCY Silver Lake Project Surveys	10,512.08	04/20/2021	Check Sequence: 54 009-016-5-230-00
	Check Total:	10,512.08		

Vendor: 921 198303	Heros In Style UNIFORMS FOR S. ATHMER (2) SS (2) PANTS	277.99	04/20/2021	Check Sequence: 55 001-012-5-440-00
	Check Total:	277.99		
Vendor: 4004 2021	Highland Arts Council 2021 FUNDING REQUEST FOR ART IN THE PARK	8,000.00	04/20/2021	Check Sequence: 56 001-011-5-390-31
	Check Total:	8,000.00		
Vendor: 936 2945	Highland Chamber Of Commerce QTY -8 CHAMBER GIFT CERTIFICATES - INVENTORY / SPARES	200.00	04/20/2021	Check Sequence: 57 001-011-5-390-00
	Check Total:	200.00		
Vendor: 1423 200-303703 200-303706 200-303707 PW 200-303711 S&A 200-303712 200-303716 200-304025 200-304027 W&S 200-304027 W&S 200-305702 200-369460 200-369460 200-369460 200-519997 WRF 200-526650 WTP 200-527315 200-528004	Highland Communication Services KRC wifi WCC wifi Communication Services Communication Services KRC Shed wifi POLICE DEPT PHONE/TV/INTERNET HCS SERVICES - FIRE STATION # 1 Communication Services Communication Services HCS SERVICES - EMS COMMUNICATION CHARGE COMMUNICATION CHARGE COMMUNICATION CHARGE Communication Services Communication Services COMMUNICATION CHARGE COMMUNICATION CHARGE Communication Services Communication Services COMMUNICATION CHARGE senior center	334.58 2.00 204.00 33.95 2.00 494.90 3.08 4.47 4.48 288.48 79.00 99.85 2.00 149.99 121.45 158.00 15.90	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 58 009-009-5-390-50 009-016-5-390-50 001-017-5-390-50 001-017-5-390-50 009-016-5-390-50 001-012-5-390-50 401-401-5-390-50 301-303-5-390-50 201-203-5-390-50 401-401-5-390-50 001-013-5-390-50 101-101-5-390-50 101-102-5-390-50 301-304-5-390-50 201-202-5-390-50 001-013-5-390-50 009-016-5-390-50
	Check Total:	1,998.13		
Vendor: 3199 332220	Home Nursery Inc City hall trees	166.85	04/20/2021	Check Sequence: 59 009-016-5-430-22
	Check Total:	166.85		
Vendor: 4884 MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH MARCH TB-RK 003630	Huels Oil Co MARCH DIESEL FUEL MARCH DIESEL FUEL MARCH DIESEL FUEL MARCH DIESEL FUEL MARCH DIESEL FUEL MARCH DIESEL FUEL MARCH DIESEL FUEL MARCH DIESEL FUEL MARCH DIESEL FUEL DHS-PREM OFF-ROAD DIESEL	258.09 1,771.74 834.20 200.20 2,158.54 295.36 74.77 295.36 463.53	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 60 111-111-5-420-00 101-104-5-420-00 001-017-5-420-00 001-014-5-420-00 401-401-5-420-00 301-303-5-420-00 009-016-5-420-00 201-203-5-420-00 001-017-5-420-00
	Check Total:	6,351.79		
Vendor: 182 100497	Illinois Business Journal FULL PAGE COLOR 1/3 PAGE AD- MHUBBARD AD	500.00	04/20/2021	Check Sequence: 61 007-007-5-390-33
	Check Total:	500.00		
Vendor: 1065 21-03009	Illinois Municipal Utilities Association MARCH SAFETY TRAINING- HEAT STRESS PREVENTION & RESP PREVENTION	750.00	04/20/2021	Check Sequence: 62 101-104-5-240-00
	Check Total:	750.00		
Vendor: 3634 MARCH2021	ILLINOIS TELECOMMUNICATIONS ACCESS CORP. LOCAL EXCHANGE & INTERCONNECTED VOIP & WIRELESS PROVIDER	16.72	04/20/2021	Check Sequence: 63 111-111-5-390-00
	Check Total:	16.72		
Vendor: 2504 51063501-00	INDUSTRIAL PROCESS EQUIPMENT GROUP PARTS FOR POWER PLANT	171.54	04/20/2021	Check Sequence: 64 101-102-5-450-00
	Check Total:	171.54		
Vendor: 4484 587288 587288	Iron Inc HARDWARE/SOFTWARE MTN ON HANDHELDS 5/1/2021-7/31/2021 HARDWARE/SOFTWARE MTN ON HANDHELDS 5/1/2021-7/31/2021	708.67 708.68	04/20/2021 04/20/2021	Check Sequence: 65 101-101-5-360-00 201-201-5-360-00
	Check Total:	1,417.35		
Vendor: 5304 11113-57860	JOHN DEERE FINANCIAL HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES- DNEIER BOOTS HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES HIGHLAND RURAL KING OPERATING SUPPLIES	76.28 143.99 187.88 329.98 279.63 6.38 96.56 15.75 53.42 56.03 15.74 113.84 7.98 36.26 52.07 218.34	04/20/2021 04/20/2021	Check Sequence: 66 101-104-5-430-00 301-304-5-440-00 301-304-5-470-00 001-017-5-550-50 201-203-5-430-00 301-303-5-450-00 101-104-5-460-00 201-203-5-470-00 101-102-5-430-00 201-202-5-450-00 301-303-5-470-00 001-011-5-430-00 101-102-5-440-00 301-304-5-430-00 001-017-5-430-00 101-104-5-440-00



	Check Total:		119.18		
Vendor: 2643 HIGHLAND-44283	MEREDITH CORPORATION MARCH VIDEO CONTENT FEE		8,190.21	04/20/2021	Check Sequence: 76 111-111-5-390-52
	Check Total:		8,190.21		
Vendor: 5269 986947 986947.1	METROLINE INC. Polycom VVX301 - 6 line phone Polycom VVX301 - 6 line phone - FREIGHT		419.70 9.95	04/20/2021 04/20/2021	Check Sequence: 77 111-111-5-530-00 111-111-5-530-00
	Check Total:		429.65		
Vendor: 1386 2026759 2027530 2028105 2028120	Midwest Municipal Supply Inc Supplies Supplies Saddle for C900 Supplies		941.70 154.30 562.50 2,731.44	04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 78 201-203-5-430-00 301-303-5-430-00 201-203-5-430-00 201-203-5-430-00
	Check Total:		4,389.94		
Vendor: 2555 37000 37000	Mike A Maedge Trucking Inc 2" Down Rock - Tic# 11020680 - for S&A CA6 Rock - Tic# 1685271 - for W&S		273.84 190.84	04/20/2021 04/20/2021	Check Sequence: 79 001-017-5-550-50 008-008-5-430-00
	Check Total:		464.68		
Vendor: 20050 68354	Missouri Machinery & Engineering Inc Fountain service		503.00	04/20/2021	Check Sequence: 80 009-016-5-360-00
	Check Total:		503.00		
Vendor: 2392 36203 36203 36203	Missouri Network Alliance LLC DATA CONTENT FEE VOICE CONTENT FEE VIDEO CONTENT FEE		12,000.00 827.68 6,761.96	04/20/2021 04/20/2021 04/20/2021	Check Sequence: 81 111-111-5-390-53 111-111-5-390-51 111-111-5-390-52
	Check Total:		19,589.64		
Vendor: 1479 69336 69336	Navy Brand Grease, Drum Pump, Sewer Cleaner, Navy Shield, Grease, Drum Pump, Sewer Cleaner, Navy Shield,		468.75 468.75	04/20/2021 04/20/2021	Check Sequence: 82 201-203-5-430-00 301-303-5-430-00
	Check Total:		937.50		
Vendor: 5266 23278660-00	NEW PIG CORPORATION ABSORBANT MAT, RAGS		320.37	04/20/2021	Check Sequence: 83 101-102-5-430-00
	Check Total:		320.37		
Vendor: 1512 7608-218034 7608-218034 7608-218201 7608-218201 7608-218343 7608-218357	Northtown Auto & Tractor ATF-DEX/MER- MAXLIFE, AW 46 HYD OIL, ATF-DEX/MER- MAXLIFE, AW 46 HYD OIL, Air Dry Assy., VAL AGMA ISO Air Dry Assy., VAL AGMA ISO TOOLS FOR WORKING ON BORING MACHINE Fuel Spin-On		61.48 61.48 140.35 140.36 22.29 71.92	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 84 201-203-5-460-00 301-303-5-460-00 301-303-5-460-00 201-203-5-460-00 101-102-5-430-00 001-017-5-450-00
	Check Total:		497.88		
Vendor: 1518 1854704 1854705	Nu Way Concrete Forms Troy LLC Roller Screed & 6' Pipe, 14" Pipe Speed dowel base, Form Release Agent, Spec. Chem. Cure & Seal		2,969.00 313.31	04/20/2021 04/20/2021	Check Sequence: 85 001-017-5-470-00 001-017-5-430-00
	Check Total:		3,282.31		
Vendor: 503 581001	Mike Odorizzi POLE TESTING 3/17-3/31		1,035.00	04/20/2021	Check Sequence: 86 101-104-5-390-00
	Check Total:		1,035.00		
Vendor: 3903 0985-202229 0985-202669 0985-203127 0985-203151 0985-203262 0985-203277 0985-203278 0985-203392 0985-203579 0985-204152 0985-204153	O'Reilly Automotive Inc. QTY-2 1QT MOTOR OIL - SCOTT'S JEEP QTY 2- PAINT REMOVER - POWE PLANT BUILDING REPAIR QTY 1 - 10G THRDLOCK, RING PLIERS, 14OZ GREASE, HOOK/PIC SET QTY 1 - BATTERY - CAR # 9 QTY 1 -BLOWER REST, RESISTOR - 2005 CHEVY SILVERADO 1500 LAWN MOWING TRUCK #10 SUPPLIES LAWN MOWING TRUCK #10 SUPPLIES QTY 1 - HEX BITS - TOOLS FOR WORKING ON BORING MACHINE QTY 1 - BATTERY - CAR # 9 QTY 2 - BATTERY -BUCKET TRUCK # 52 QTY 1 - TRI-PWR BELT, QTY 1 - HI-PWR BELT -LAWN MOWER		7.98 76.98 53.06 133.66 63.52 12.32 11.98 19.99 -18.00 267.32 62.76	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 87 101-102-5-460-00 101-102-5-450-00 101-102-5-430-00 001-012-5-360-10 101-102-5-460-00 101-102-5-450-00 101-102-5-450-00 101-102-5-430-00 001-012-5-360-10 101-104-5-450-00 101-102-5-450-00
	Check Total:		691.57		
Vendor: 8594 73631830 73633112	PAETEC LONG DISTANCE POLICE DEPT LONG DISTANCE SERVICE		0.05 2.28	04/20/2021 04/20/2021	Check Sequence: 88 001-011-5-310-00 001-012-5-310-00
	Check Total:		2.33		
Vendor: 2677 9732	PERSONAL PREFERENCE SERVICES MONTHLY CLEAING SERVICE		69.00	04/20/2021	Check Sequence: 89 111-111-5-380-00
	Check Total:		69.00		
Vendor: 771	Pioneer Manufacturing Company				Check Sequence: 90

INV783430	HOLLYWOOD STYLE IMPACT DOUBLE FIRS - QTY 1		226.82	04/20/2021	009-016-5-430-00
	Check Total:		226.82		
Vendor: 1773	Power Line Supply				Check Sequence: 91
56554348	ul4p-2504/ 0kp CONNECTOR 250 Mcm-2	559.20		04/20/2021	101-104-5-430-00
56554405	WB-1 Wire Brush Replacement	-47.00		04/20/2021	101-104-5-430-00
	Check Total:		606.20		
Vendor: 2693	Productivity Plus Account				Check Sequence: 92
935508302077	QTY 2 - CORNER FLARED TOOTH, QTY 2 - LATCH	145.90		04/20/2021	001-017-5-470-00
935508302077	LAWN MOWER BELTS- MIDWEST TRACTOR SALES INV68607B	166.28		04/20/2021	101-102-5-450-00
	Check Total:		312.18		
Vendor: 5692	QUADIENT, INC.				Check Sequence: 93
58138760	POSTAGE MACHINE METER RENTAL 01/01/2021 - 03/31/2021	223.80		04/20/2021	001-011-5-340-00
	Check Total:		223.80		
Vendor: 3377	Quality Testing & Eng Inc				Check Sequence: 94
20210116	BROADWAY STREETSCAPE 97735 IDOT 97735/ C98-006-20	7,018.25		04/20/2021	050-050-5-540-10
20210236	HIGHLAND PUBLIC SAFETY FACILITY	215.25		04/20/2021	012-012-5-550-00
20210243	BROADWAY STREETSCAPE 97735 IDOT 97735/ C98-006-20	1,213.15		04/20/2021	050-050-5-540-10
	Check Total:		8,446.65		
Vendor: 4211	R P Lumber Co Inc				Check Sequence: 95
2104-217119		14.66		04/20/2021	001-017-5-450-00
2104-217474	Optimist field supplies	36.80		04/20/2021	009-016-5-430-00
	Check Total:		51.46		
Vendor: 343	R.E. Pedrotti Co. Inc.				Check Sequence: 96
11147	Servic Call - WTP Mag Meter Calibrations	480.00		04/20/2021	201-202-5-390-00
	Check Total:		480.00		
Vendor: 969	Red E Mix LLC				Check Sequence: 97
852116	4500 PSI OUTSIDE, WINTER SERVICE, BUCKEYE ULTRA FIBER, LOAD CHR	308.76		04/20/2021	009-016-5-430-00
852578	3000 PSI FOOTING/ WALL, SMALL LOAD CHARGE	490.00		04/20/2021	009-715-5-430-00
	Check Total:		798.76		
Vendor: 1238	Reding Tire & Battery Inc				Check Sequence: 98
2120639	CAR 4 SOLENOID ASY & LABOR	92.57		04/20/2021	001-012-5-360-10
2120640	CAR 5 OIL,LUBE AND FILTER	29.45		04/20/2021	001-012-5-360-10
	Check Total:		122.02		
Vendor: 318	Saltus Technologies, LLC				Check Sequence: 99
2104-04	DigiTicket Maintenance and Support Agreement 21-22	719.00		04/20/2021	001-012-5-390-50
	Check Total:		719.00		
Vendor: 3514	SANDBERG PHOENIX & VON GONTARD P.C.				Check Sequence: 100
596301	LEGAL FEES THROUGH MARCH 2021 - LABOR AND EMPLOYMENT	51.00		04/20/2021	001-017-5-220-00
596301	LEGAL FEES THROUGH MARCH 2021 - LABOR AND EMPLOYMENT	76.50		04/20/2021	001-011-5-220-00
596301	LEGAL FEES THROUGH MARCH 2021 - LABOR AND EMPLOYMENT	51.00		04/20/2021	301-301-5-220-00
596301	LEGAL FEES THROUGH MARCH 2021 - LABOR AND EMPLOYMENT	127.50		04/20/2021	001-013-5-220-00
596301	LEGAL FEES THROUGH MARCH 2021 - LABOR AND EMPLOYMENT	306.00		04/20/2021	401-401-5-220-00
596301	LEGAL FEES THROUGH MARCH 2021 - LABOR AND EMPLOYMENT	51.00		04/20/2021	201-201-5-220-00
596302	LEGAL FEES THROUGH MARCH 2021 - JASON METTLER, ET AL.	952.68		04/20/2021	001-017-5-220-00
596302	LEGAL FEES THROUGH MARCH 2021 - JASON METTLER, ET AL.	952.66		04/20/2021	001-013-5-220-00
596302	LEGAL FEES THROUGH MARCH 2021 - JASON METTLER, ET AL.	952.66		04/20/2021	001-011-5-220-00
MARCH2021	Legal Services	254.55		04/20/2021	009-016-5-220-00
MARCH2021	Legal Services	231.40		04/20/2021	201-201-5-220-00
MARCH2021	Legal Services	231.40		04/20/2021	001-017-5-220-00
MARCH2021	Legal Services	7,652.81		04/20/2021	001-011-5-220-00
MARCH2021	Legal Services	2,476.03		04/20/2021	001-013-5-220-00
MARCH2021	Legal Services	671.07		04/20/2021	101-101-5-220-00
MARCH2021	Legal Services	1,180.17		04/20/2021	007-007-5-220-00
MARCH2021	Legal Services	4,165.29		04/20/2021	001-012-5-220-00
	Check Total:		20,383.72		
Vendor: 1884	Schulte Supply Inc				Check Sequence: 101
S1170964.001	Green Marking Paint, Wire Stock, Blue Marking Flags	154.45		04/20/2021	201-203-5-450-00
S1170964.001	Green Marking Paint, Wire Stock, Blue Marking Flags	154.45		04/20/2021	301-303-5-450-00
	Check Total:		308.90		
Vendor: 3410	Jeff & Jill Schwend				Check Sequence: 102
2334	UNIFORM CLEANING - OCEPEK	3.00		04/20/2021	401-401-5-260-00
	Check Total:		3.00		
Vendor: 2313	SENTINEL EMERGENCY SOLUTIONS				Check Sequence: 103
837	TURNOUT GEAR	14,919.20		04/20/2021	001-014-5-530-00
837	TURNOUT GEAR	15,000.00		04/20/2021	001-014-5-530-00
	Check Total:		29,919.20		
Vendor: 1736	Showtime Networks Inc				Check Sequence: 104
30141	MARCH VIDEO CONTENT FEE	137.70		04/20/2021	111-111-5-390-52
	Check Total:		137.70		

Vendor: 5732 MARCH	SINCLAIR TELEVISION GROUP, INC. MARCH 2021 SUBSCRIBER COUNTS	5,097.34	04/20/2021	Check Sequence: 105 111-111-5-390-52
	Check Total:	5,097.34		
Vendor: 1587 100465 100470 B-20-020240	Timothy Singler FINAL PLUMBING- 85 AUGUSTA DR FINAL PLUMBING- 1010 LAUREL STREET FINAL PLUMBING- 2491 INDUSTRIAL DR	25.00 47.50 47.50	04/20/2021 04/20/2021 04/20/2021	Check Sequence: 106 001-013-5-390-82 001-013-5-390-82 001-013-5-390-82
	Check Total:	120.00		
Vendor: 1677 30142	SNI / SI Networks LLC Inc MARCH VIDEO CONTENT FEE	140.18	04/20/2021	Check Sequence: 107 111-111-5-390-52
	Check Total:	140.18		
Vendor: 3408 52	Splish Splash Auto Bath LLC MARCH POLICE VEHICLE CLEANINGS	206.50	04/20/2021	Check Sequence: 108 001-012-5-360-10
	Check Total:	206.50		
Vendor: 5731 INV-005704 INV-005704 INV-005704 INV-005704 INV-005704 INV-005704 INV-005704 INV-005810 INV-005810 INV-005810 INV-005810 TM INV-003895 TM INV-003896	SPRINGBROOK HOLDING COMPANY LLC SOFTWARE MAINTENANCE 05/2021-4/2022 SOFTWARE MAINTENANCE 05/2021-4/2022 SOFTWARE MAINTENANCE 05/2021-4/2022 SOFTWARE MAINTENANCE 05/2021-4/2022 SOFTWARE MAINTENANCE 05/2021-4/2022 SOFTWARE MAINTENANCE 05/2021-4/2022 SOFTWARE MAINTENANCE 05/2021-4/2022 MARCH CIVICPAY TRANSACTION FEES MARCH CIVICPAY TRANSACTION FEES MARCH CIVICPAY TRANSACTION FEES MARCH CIVICPAY TRANSACTION FEES MARCH CIVICPAY TRANSACTION FEES MARCH CIVICPAY TRANSACTION FEES ESS MODULE SERVICES PROFESSIONAL SERVICES FOR 7.09 TO 7.18 UPGRAD WITH CUSTOM	3,931.77 5,897.63 3,931.76 5,897.63 3,931.76 15,727.00 515.60 257.80 1,289.00 515.60 90.00 9,980.75	04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 109 111-111-5-390-50 301-301-5-390-50 001-017-5-390-50 201-201-5-390-50 001-011-5-390-50 101-101-5-390-50 301-301-5-390-00 713-713-5-390-00 101-101-5-390-00 201-201-5-390-00 001-011-5-390-00 001-011-5-550-00
	Check Total:	51,966.30		
Vendor: 1589 3329	Springbrook National User Group Inc KK VIRTUAL CONFERENCE -ATTENDEE REGISTRATION SNUG CONFERENCE	75.00	04/20/2021	Check Sequence: 110 001-011-5-240-00
	Check Total:	75.00		
Vendor: 20287 11000373 11000376	Scott A Stieb Iron Man T Shirt Pizza Run T Shirts	588.00 814.00	04/20/2021 04/20/2021	Check Sequence: 111 009-009-5-430-00 009-016-5-430-00
	Check Total:	1,402.00		
Vendor: 5879 INVREIMB	JACOB STREICHER REIMBURSEMENT FOR BOOTS, HOLSTER, OFF DUTY HANDCUFF/MAG POUCH	259.08	04/20/2021	Check Sequence: 112 001-012-5-440-00
	Check Total:	259.08		
Vendor: 5151 2817148 2817148 2817661 2818281	SUMNER ONE, INC. COLOR OVERAGES COLOR OVERAGES COPIER LEASE / USAGE - HCS COPIER LEASE / USAGE - HCS	118.83 118.83 68.37 126.63	04/20/2021 04/20/2021 04/20/2021 04/20/2021	Check Sequence: 113 101-101-5-340-00 001-013-5-340-00 111-111-5-340-00 111-111-5-340-00
	Check Total:	432.66		
Vendor: 47 N000074917	Tech Electronics Inc fire alarm system	398.20	04/20/2021	Check Sequence: 114 009-009-5-390-00
	Check Total:	398.20		
Vendor: 2789 380575 380707 380708	TEGNA MARCH VIDEO CONTENT FEE JANUARY VIDEO CONTENT FEE FEBRUARY VIDEO CONTENT FEE	6,187.50 6,127.00 6,187.50	04/20/2021 04/20/2021 04/20/2021	Check Sequence: 115 111-111-5-390-52 111-111-5-390-52 111-111-5-390-52
	Check Total:	18,502.00		
Vendor: 2028 255699	Teklab Inc Coliform, Totaol Membrane Filter	171.60	04/20/2021	Check Sequence: 116 201-203-5-390-23
	Check Total:	171.60		
Vendor: 5822 NEA182102200	TELIA CARRIER TELIA ETHERNET VIRTUAL PRIVATE LINE	4,280.00	04/20/2021	Check Sequence: 117 111-111-5-390-52
	Check Total:	4,280.00		
Vendor: 1007 613452452	The Cornerstone Insurance Group EMPLOYEE ASSISTANCE PROGRAM EXPENSE	1,130.91	04/20/2021	Check Sequence: 118 001-012-5-390-00
	Check Total:	1,130.91		
Vendor: 111111 44463 44489	The Kwik Konnection Printing Inc LEGAL- ZONING, PLANNING & ZONING 3/10/21 - 2.5" ADD W/COLOR - PIZZA RUN	144.00 187.50	04/20/2021 04/20/2021	Check Sequence: 119 001-013-5-390-00 009-016-5-390-33
	Check Total:	331.50		
Vendor: 20368 128966	The Mail Box Store SHIPPING CHARGES	69.20	04/20/2021	Check Sequence: 120 201-202-5-320-00



480027178-0001	VERIZON WIRELESS CHARGES	42.47	04/20/2021	201-201-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	52.47	04/20/2021	001-012-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	36.01	04/20/2021	001-013-5-390-50
480027178-0001	VERIZON WIRELESS CHARGES	42.47	04/20/2021	001-017-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	36.01	04/20/2021	111-111-5-390-50
480027178-0001	VERIZON WIRELESS CHARGES	36.01	04/20/2021	111-111-5-390-50
480027178-0001	VERIZON WIRELESS CHARGES	42.47	04/20/2021	201-203-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	36.01	04/20/2021	111-111-5-390-50
480027178-0001	VERIZON WIRELESS CHARGES	447.23	04/20/2021	001-012-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	25.33	04/20/2021	301-303-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	42.47	04/20/2021	301-304-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	36.01	04/20/2021	001-017-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	36.01	04/20/2021	201-203-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	204.88	04/20/2021	111-111-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	36.01	04/20/2021	301-304-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	252.63	04/20/2021	401-401-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	212.35	04/20/2021	009-016-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	45.47	04/20/2021	009-009-5-310-00
480027178-0001	VERIZON WIRELESS CHARGES	42.47	04/20/2021	007-007-5-310-00
	Check Total:	3,390.53		
Vendor: 1866 PC4327	Vermeer Midwest BORING MACHINE HEAD REPLACEMENT	1,845.93	04/20/2021	Check Sequence: 134 101-104-5-360-00
	Check Total:	1,845.93		
Vendor: 3626 9278	VIVICAST MEDIA, LLC VIDEO CONTENT FEE - APRIL	61,061.92	04/20/2021	Check Sequence: 135 111-111-5-390-52
	Check Total:	61,061.92		
Vendor: 4862	Warma Witter Kreisler Inc			Check Sequence: 136
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	3,991.00	04/20/2021	301-301-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	2,307.00	04/20/2021	001-011-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	18,850.00	04/20/2021	101-101-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	4,824.00	04/20/2021	201-201-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	1,061.00	04/20/2021	001-012-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	713.00	04/20/2021	001-014-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	2,407.00	04/20/2021	009-016-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	998.00	04/20/2021	111-111-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	334.00	04/20/2021	009-715-5-350-00
WARMA WITTER	BOILER & MACHINERY RENEWAL POLICY	429.00	04/20/2021	009-009-5-350-00
	Check Total:	35,914.00		
Vendor: 492 19422	Warning Lites of Southern IL, LLC Signs, Stickers	625.00	04/20/2021	Check Sequence: 137 008-008-5-430-00
	Check Total:	625.00		
Vendor: 3152 5014528851	WELLS FARGO VENDOR FIN SERV Richo Copier IMC3500	190.79	04/20/2021	Check Sequence: 138 001-017-5-340-00
	Check Total:	190.79		
Vendor: 1963	WEX BANK			Check Sequence: 139
70928354	MARCH FUEL	329.28	04/20/2021	001-014-5-420-00
70928354	MARCH FUEL	638.76	04/20/2021	101-102-5-420-00
70928354	MARCH FUEL	101.41	04/20/2021	201-202-5-420-00
70928354	MARCH FUEL	163.38	04/20/2021	001-011-5-420-00
70928354	MARCH FUEL	17.44	04/20/2021	001-013-5-420-00
70928354	MARCH FUEL	260.15	04/20/2021	201-203-5-420-00
70928354	MARCH FUEL	1,529.93	04/20/2021	009-016-5-420-00
70928354	MARCH FUEL	3,156.71	04/20/2021	001-012-5-420-00
70928354	MARCH FUEL	368.63	04/20/2021	001-017-5-420-00
70928354	MARCH FUEL	139.84	04/20/2021	401-401-5-420-00
70928354	MARCH FUEL	260.14	04/20/2021	301-303-5-420-00
70928354	MARCH FUEL	47.38	04/20/2021	101-104-5-420-00
70928354	MARCH FUEL	107.90	04/20/2021	111-111-5-420-00
70928354	MARCH FUEL	367.39	04/20/2021	101-101-5-420-00
70928354	MARCH FUEL	57.86	04/20/2021	301-304-5-420-00
	Check Total:	7,546.20		
Vendor: 504 4034	Woodcrest Small Engine PRUNER FOR TREE TRIMMERS	549.99	04/20/2021	Check Sequence: 140 101-104-5-470-00
	Check Total:	549.99		
Vendor: 2311 1378324	ZirMed INC. MONTHLY PROFESSIONAL CLAIMS MANAGEMENT FEE/ REMIT ADVICE FEE	136.71	04/20/2021	Check Sequence: 141 401-401-5-390-00
	Check Total:	136.71		
	Total for Check Run:	462,522.93		

Vendor: 1038 IL Dept Of Revenue

MARCH 2021 33,513.95  
Total for Check 33,513.95

04/15/2021

MARCH UTILITY TAX

ACH PAID

04/15/2021

101-101-5-710-00

Vendor: 1039 IL Department Of Revenue



JAN- MARCH 21	33.00	04/15/2021	ACH PAID	04/15/2021	
JAN-MARCH 20	68.00	04/15/2021	JANUARY-MARCH 2021 SALES TAX		009-009-5-390-00
Total for Check	101.00		JANUARY-MARCH 2021 SALES TAX		111-111-5-390-00

Vendor: 5253 INTERSTATE TRS FUND

83201460029	1,727.76	04/15/2021	ACH PAID	04/15/2021	
83201460030	396.74	04/15/2021	NET REVISED 2019-2020 PRIOR YR OBLIGATION (514B OBLIGATION)		111-111-5-390-51
Total for Check	2,124.50		2020-2021 OBLIGATION FOR PAYMENT 10 OF 12 (514B & 514A)		111-111-5-390-51

Vendor: 5791 RELIAFUND

115374	157.75	04/15/2021	ACH PAID	04/15/2021	
Total for Check	157.75		HCS ACH PROCESSING FEES		111-111-5-390-00

Vendor: 3633 ILLINOIS DEPT OF REVENUE

RT-02 03 31	3,097.56	04/01/2021	ACH PAID	04/01/2021	
RT-10 03 21	117.93	04/01/2021	RT-2 TELECOMMUNICATIONS TAX		111-111-5-390-00
			RT-10 TELECOMMUNICATIONS TAX		111-111-5-390-00

Vendor: 5808 S.M. WILSON & CO

6	571,964.92	04/07/2021	ACH PAID	04/07/2021	
Total for Check	571,964.92		HIGHLAND PUBLIC SAFETY BUILDING		012-012-5-550-00

Vendor: 1059 IMEA

MARCH 2021	MARCH 2021 PURCHASE POWER	716,830.74	ACH PAID	04/16/2021	Check Sequence: 1
MARCH 2021	MARCH 2021 PURCHASE POWER	-924.69		04/16/2021	101-102-5-390-20
MARCH 2021	MARCH 2021 PURCHASE POWER	-44,544.40		04/16/2021	101-000-4-346-41
	Check Total:	671,361.65			101-000-4-346-42
	Total for Check Run:	671,361.65			
	Total of Number of Checks:	1			

TOTAL 1,282,439.26

GRAND TOTAL \$ 1,744,962.19