

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
CITY HALL, 1115 BROADWAY  
TUESDAY, SEPTEMBER 6, 2022  
7:00 PM**

**NOTE: This is an in person meeting. However, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 3 of this agenda.**

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

**MINUTES:**

**MOTION** – Approve Minutes of August 15, 2022 Regular Session (attached)

**PUBLIC HEARINGS:**

1. The City Council will hold a public hearing to receive comments and to consider whether the City should enter into a proposed Annexation Agreement with the John L. and Elvina Gantner Trust, Blanche Small, Trustee; and, John A. Gantner.
2. The City Council will hold a public hearing to receive comments and to consider whether the City should enter into a proposed Annexation Agreement with MRE Portfolio One, LLC

**PROCLAMATION:**

- Mayor Hemann will read a document proclaiming the week of September 11 through 17, 2022 as Chamber of Commerce Week.

**PUBLIC FORUM:**

A. Citizens' Requests and Comments:

1. Veterans Day Parade – Special Event Application – Kenny Kapp, Representative (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:

1. Angela Kim, Library Director will demonstrate the online searchability of the newly-digitized documents from microfilm.

**NEW BUSINESS:**

- A. **MOTION** – Bill #22-135/RESOLUTION Appropriating Motor Fuel Tax Funds (Supplemental Amount) for the Maintenance of Streets and Highways and Approving the Supplemental Estimate of Maintenance Costs for the 2023 MFT Program (attached)
- B. **MOTION** – Bill #22-136/RESOLUTION Approving an Annexation Agreement with the John L. and Elvina Gantner Trust, Blanche Small, Trustee; and, John A. Gantner (attached)

**Continued**

- C. **MOTION** – Bill #22-137/RESOLUTION Approving an Annexation Agreement with MRE Portfolio One, LLC (attached)
- D. **MOTION** – Bill #22-138/ORDINANCE Authorizing the Purchase of Real Estate From Aaron Robert Gelly for Future Construction of a Part of the Southern Peripheral Route for City of Highland (attached)
- E. **MOTION** – Bill #22-139/ORDINANCE Authorizing Amendments to Option /contracts Between Grandview Farms Limited Partnership and City, Extending the Maturity Dates to January 4, 2024 (attached)
- F. **MOTION** – Bill #22-140/RESOLUTION Authorizing City to Enter Critical Care Ground Transportation Agreement with Air Methods Corporation (attached)
- G. **MOTION** – Bill #22-141/RESOLUTION Waiving the Competitive Bidding Requirement and Approving and Authorizing the Purchase of Software Licenses and Services from Tyler Technologies as a Sole Source Purchase (attached)
- H. **MOTION** – Approve Transfer of Graves in City Cemetery - Strotheide to Osterwisch (attached)
- I. **MOTION** – Bill #22-142/ORDINANCE Amending City Code, Chapter 78 – Utilities, Section 78-2, Section 78-48, and Section 78-49 (attached)
- J. **MOTION** – Bill #22-143/ORDINANCE Amending Chapter 78, Article VII, Section 78-732, of the Code, Entitled Schedule of FTTP Rates and Charges, Creating New Fees and Fines (attached)

**REPORTS:**

- A. **MOTION** – Accepting Expenditures Report #1226 for August 13, 2022 through September 2, 2022 (attached)

**EXECUTIVE SESSION:**

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

**ADJOURNMENT:**

Continued



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Vazquez, ADA Coordinator, by 9:00 AM on Tuesday, September 6, 2022.

**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 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 3:00 PM on the day of the meeting, will be read into the record.

# The Pioneer Newspaper

P.O. Box 144 - Highland, IL. 62249 - thepioneerpaper@gmail.com - (618) 315-2758

## LEGAL

### CITY OF HIGHLAND PUBLIC NOTICE

The City Council of the City of Highland, Illinois, will hold a Public Hearing on Tuesday, September 6, 2022, at 7:00 PM in the City Council Chambers at City Hall, 1115 Broadway, to consider whether the City should enter into a proposed Annexation Agreement with the John L. and Elvina Gantner Trust, Blanche Small, Trustee; and, John A. Gantner, to annex real estate described as follows to this City upon the terms and conditions of the agreement.

The legal description of the real estate is:

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of said Quarter Quarter; thence westerly along the north line of said Quarter Quarter having an assumed bearing of N. 90°-00'-00" W. 188.35 feet to the point of beginning, being a corner of the existing corporate limit of the City of Highland; thence S. 00°-55'-05" E. along the existing corporate limit line 293.43 feet; thence S. 28°-55'-16" W. along the existing corporate limit line 120.10 feet to a point on the northeasterly right-of-way line of Illinois Route 143; thence N. 61°-04'-44" W. along said northeasterly right-of-way line and the existing corporate limit line 488.93 feet; thence N. 00°-38'-50" W. 162.07 feet to a point on said north line (and the south line of Holiday Manor Subdivision); thence N. 90°-00'-00" E. along said north line 483.16 feet to the point of beginning.

Containing 3.20 Acres, more or less

(All of PIN 02-1-18-29-17-301-003 & PIN 02-1-18-29-17-301-003.001)

Situated in the County of Madison and State of Illinois.

Common addresses: 12449 State Route 143 and 12443 State Route 143

Published by Order of the Highland City Council  
Christopher Conrad, City Manager

### CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS  
(COUNTY OF MADISON )ss.  
This is to certify that the undersigned **William Napper** is the Editor and Publisher of the **THE PIONEER NEWSPAPER** a public and English secular newspaper of general circulation, which has been regularly published weekly in the City of Highland, County of Madison and State of Illinois, for at least one year prior to the first publication of the notice hereinafter mentioned, and that a notice of which the annexed is a true printed copy, has been published in said newspaper **ONE TIME**, the publication thereof having been made in the issue of said newspaper, published on

AUGUST 17, 2022

WILLIAM NAPPER  
Editor and Publisher

By William A. Napper

Publisher's fee: \$162.00  
City of Highland

## CITY OF HIGHLAND PUBLIC NOTICE

The City Council of the City of Highland, Illinois, will hold a Public Hearing on Tuesday, September 6, 2022, at 7:00 PM in the City Council Chambers at City Hall, 1115 Broadway, to consider whether the City should enter into a proposed Annexation Agreement with MRE Portfolio One, LLC, to annex real estate described as follows to this City upon the terms and conditions of the agreement.

The legal description of the real estate is:

All that part of the following described real estate that lies North of the center line of what is commonly known as new U.S. Route 40, to wit:

The South 60 acres of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian,

ALSO,

The North 30 acres of the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1) Tract conveyed to George Suppiger by Deed dated November 10, 1924 and recorded in Book 527 page 586, described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian, bonded as follows: Commencing at a point on the quarter section line of Said Section Thirty-Two (32), forty-five (45) links West and eleven hundred eighteen (1118) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland, as platted and recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 7 at Page 22, and running thence North 1 degree 30 minutes West, on said quarter section line, one hundred eighty (180) links; thence North 88 degrees 45 minutes East, forty-five (45) links to stake set for the east line of the Highland and Marine Road; thence North 54 degrees 00 minutes East two hundred forty-five (245) links; thence South 87 degrees 30 minutes East six hundred forty-eight (648) links; thence South 2 degrees 00 minutes East two hundred seventy-eight (278) links; thence South 88 degrees 45 minutes West eight hundred ninety-two (892) links to the place of beginning.

2) Tract conveyed to Clarence L. Brook by Deed dates May 28, 1925 and recorded in Book 542 Page 407, described as: A part of the Northeast Quarter of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal; Meridian bounded as follows: Commencing at a point on the quarter section line of said section, forty-five (45) links West and thirteen hundred twenty-eight (1328) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to the City of Highland and running thence East forty-five (45) links to concrete monument; thence North 64 degrees 00 minutes East two hundred forty-two (242) links; thence South 87 degrees 00 minutes East, six hundred forty-seven (647) links; thence North 2 degrees 00 minutes West, two hundred sixty (260) links; thence South 89 degrees 00 minutes West eight hundred ninety one (891) links to the quarter section line; thence South on said line three hundred sixty-eight (368) links to the place of beginning.

3) Tract conveyed to Wallace Launer by Deed dated April 16, 1924 and recorded in Book 527 Page 184 described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian as follows: Commencing at a point on the Quarter Section line of said Section Thirty-two (32), thirty (30) feet West of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland as platted and recorded in the North line of Adams Street, now known as First Street, eight hundred ninety four (894) links, thence North line, eight hundred ninety-four (894) links to the quarter section line, being the center of the Highland and Marine Road, thence South on the quarter section line which bears South 1 degree 30 minutes East, eleven Hundred eighteen (1118) links to the place of beginning.

4) Tract conveyed to the County of Madison, State of Illinois by Warranty Deed dated April 13, 1952 and recorded in Book 1771 Page 383, described as: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, conveyed to the Grantors herein by Deed recorded in Deed Book 1653 at Page 203 of the Records of the Recorder of Deeds of Madison County Illinois, described as follows: All that part of the above described land lying within the limits of the right of way for a highway known as State Aid Route 4-B, Section 86-M.F.T., as said highway is located and surveyed by the Superintendent of Highways of Madison County, Illinois and as shown by plat recorded in Road Record Book 7 at Page 116 of the Records of the Recorder of Deeds of Madison County, Illinois, containing 0.32 of an acre, more or less, exclusive of the right of way of the existing highway.

5) Tract conveyed to Section 32 Properties, LTD, as an Illinois Corporation, by Deed dated January 4, 1982 and recorded in Book 3212 Page 405, described as follows: Beginning at an iron rod at the Southwest corner of Lot 5 of Northtown East No. 4; thence along the South line of said Lot 5, South 89 degrees 29 minutes East, a distance of 276.71 feet to the Southeast corner of said Lot 5, thence along the South line of Lot 1 of Northtown East No. 4, South 89 degrees 29 minutes East, a distance of 14,59 feet to a point; thence South 00 degrees 02 minutes East a distance of 418.69 feet to a point; thence North 89 degrees 29 minutes West a distance of 102.85 feet to a concrete monument; thence North 89 degrees 29 minutes West a distance of 547.15 feet to a point on the east right of way line of Illinois Route 143; thence along said right of way line North 00 degrees 02 minutes West a distance of 418.69 feet to a concrete monument; thence leaving said right of way line South 89 degrees 29 minutes East a distance of 358.70 feet to the point of beginning.

6) Tract conveyed to Section 32 Properties, LTD, as Illinois Corporation, by Deed dated March 18, 1983 and recorded in Book 3243 Page 203, described as follows: Beginning at an iron rod by a concrete right of way marker on the West right of way line of Illinois Route 160 at its intersection with the Northerly right of way line of U.S. Route 40, 2426.36 feet South of the North line of said Section 32; thence along the Northerly right of way line of U.S. Route 40 the following courses and distance; South 58 degrees 26 minutes 30 seconds West 75.88 feet to an iron rod by a right of way marker; thence North 13 degrees 00 minutes 54 seconds West 10 feet to a right of way marker; thence South 76 degrees 59 minutes 06 seconds West 122.50 feet to an iron rod; thence leaving said right of way North and parallel to the West right of way line of Illinois Route 160, 516.02 feet to an iron rod; thence East at right angles to the previous course 465.25 feet to an iron rod on the

West right of way line of Illinois Route 160; thence South along said right of way line 393.97 feet to the point of beginning.

7) Tract of land conveyed to Central Bank by Deed dated October 28, 1994 and recorded November 2, 1994 in Book 3922 Page 1401, described as follows: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of said Quarter; thence Northerly along the West line of said Quarter having a platted bearing of North 00 degrees 03 minutes 15 seconds Easterly right of way line of Illinois Route 143 being the point of beginning thence North 56 degrees 40 minutes 43 seconds East 145.63 feet; thence South 55 degrees 01 minutes 48 seconds West 147.10 feet to a point on the said Westerly right of way line; thence North 00 degrees 03 minutes 15 seconds West along said Westerly right of way line 23.93 feet to the point of beginning.

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

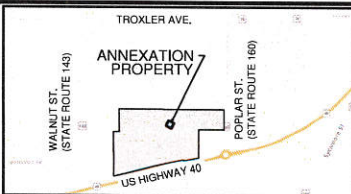
Situated in Madison County, Illinois

**PPN: 02-1-18-32-02-202-006**

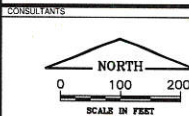
Published by Order of the Highland City Council  
Christopher Conrad, City Manager

# ANNEXATION PLAT

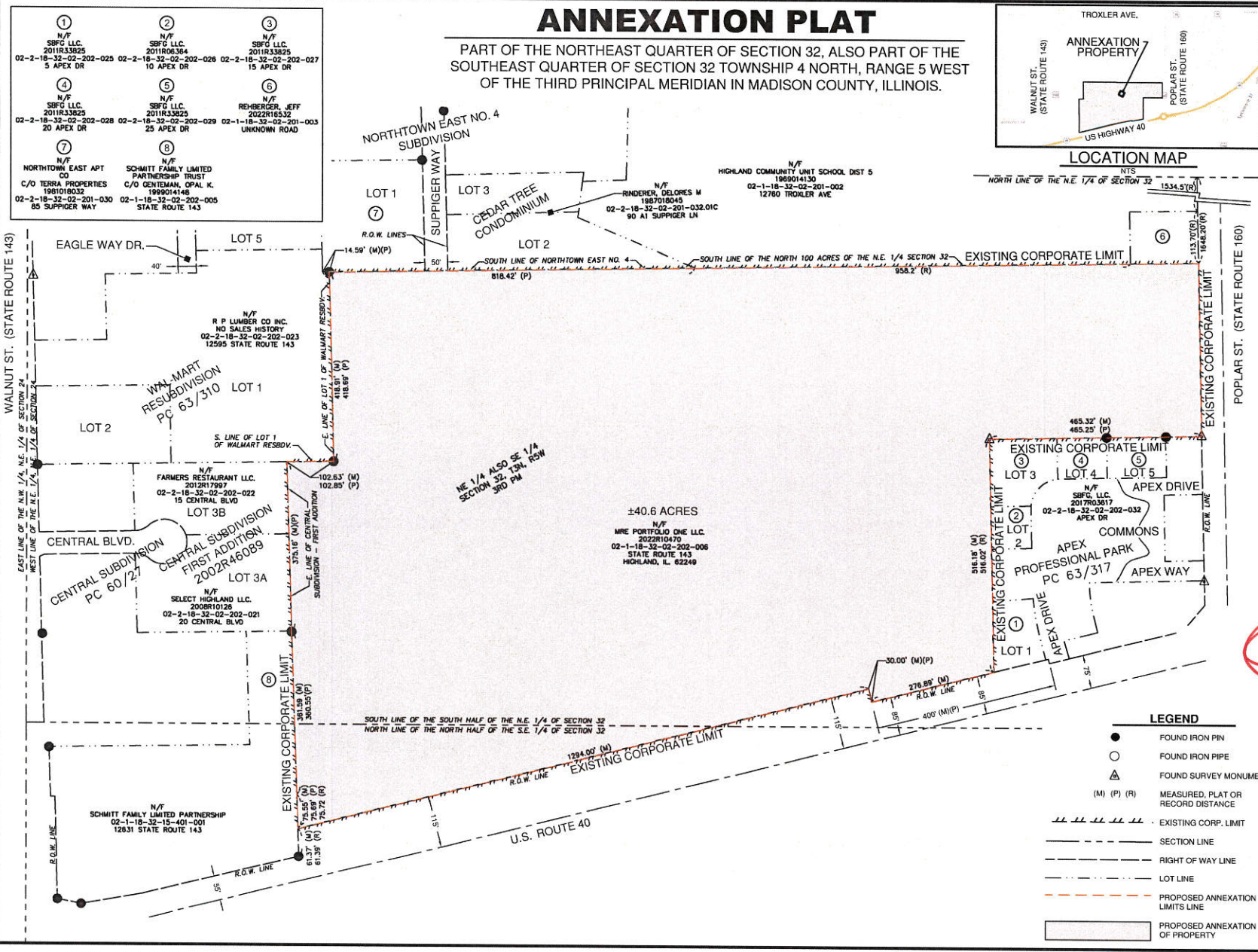
PART OF THE NORTHEAST QUARTER OF SECTION 32, ALSO PART OF THE  
SOUTHEAST QUARTER OF SECTION 32 TOWNSHIP 4 NORTH, RANGE 5 WEST  
OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS.



LOCATION MAP



NORTH LINE OF THE N.E. 1/4 OF SECTION 32  
1534.5'(P)  
113.70'(P)  
1842.20'(P)  
1842.20'(P)



ANNEXATION PLAT

OWNER  
**MIDWEST PROPERTY MANAGEMENT, LLC**  
HIGHLAND, ILLINOIS

**LEGEND**

- FOUND IRON PIN
- FOUND IRON PIPE
- △ FOUND SURVEY MONUMENT
- (M) (P) MEASURED, PLAT OR RECORD DISTANCE
- EXISTING CORP. LIMIT
- SECTION LINE
- RIGHT OF WAY LINE
- LOT LINE
- PROPOSED ANNEXATION LIMITS LINE
- PROPOSED ANNEXATION OF PROPERTY

MARK	DATE	DESCRIPTION

PROJECT NO: 2204410-00  
CAD DWG FILE: ANNEXATION PLAT.DWG  
DESIGNED BY: MEM  
DRAWN BY: CMB  
CHECKED BY: MEM  
APPROVED BY: DSE  
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2016

**ANNEXATION PLAT**



# ANNEXATION PLAT

PART OF THE NORTHEAST QUARTER OF SECTION 32, ALSO PART OF THE SOUTHEAST QUARTER OF SECTION 32 TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS.

DEED DESCRIPTION DOC #2022R10470,  
DOC #2022R10471, DOC #2022R10472

PART ALL THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE THAT LIES NORTH OF THE CENTER LINE OF WHAT IS COMMONLY KNOWN AS NEW U.S. ROUTE 40, TO-WIT:  
THE SOUTH 60 ACRES OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN,  
ALSO,

THE NORTH 30 ACRES OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN;  
EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1) TRACT CONVEYED TO GEORGE SUPPDER BY DEED DATED NOVEMBER 10, 1924 AND RECORDED IN BOOK 527 PAGE 586, DESCRIBED AS: A PART OF THE EAST HALF (E 1/2) OF SECTION THIRTY-TWO (32) IN TOWNSHIP FOUR (4) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: COMMENCING AT A POINT ON THE QUARTER SECTION LINE OF SAID SECTION THIRTY-TWO (32), FORTY-FIVE (45) LINKS WEST AND ELEVEN HUNDRED EIGHTEEN (1118) LINKS NORTH OF THE CONCRETE MONUMENT SET FOR THE NORTHWEST CORNER OF THE PLATTED PORTION OF GEORGE ROTH'S ADDITION TO HIGHLAND, AS PLATTED AND RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS, IN PLAT BOOK 7 AT PAGE 22, AND RUNNING THENCE NORTH 1 DEGREE 30 MINUTES WEST, ON SAID QUARTER SECTION LINE, ONE HUNDRED EIGHTY (180) LINKS; THENCE NORTH 88 DEGREES 45 MINUTES EAST, FORTY-FIVE (45) LINKS TO STAKE SET FOR THE EAST LINE OF THE HIGHLAND AND MARINE ROAD; THENCE NORTH 54 DEGREES 00 MINUTES EAST TWO HUNDRED FORTY-FIVE (245) LINKS; THENCE SOUTH 87 DEGREES 30 MINUTES EAST SIX HUNDRED FORTY-EIGHT (648) LINKS; THENCE SOUTH 2 DEGREES 00 MINUTES EAST TWO HUNDRED SEVENTY-EIGHT (278) LINKS; THENCE SOUTH 88 DEGREES 45 MINUTES WEST EIGHT HUNDRED NINETY-TWO (892) LINKS TO THE PLACE OF BEGINNING.

2) TRACT CONVEYED TO CLARENCE L. BROOK BY DEED DATED MAY 28, 1925 AND RECORDED IN BOOK 542 PAGE 407, DESCRIBED AS: A PART OF THE NORTHEAST QUARTER OF SECTION THIRTY-TWO (32) IN TOWNSHIP FOUR (4) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AS FOLLOWS: COMMENCING AT A POINT ON THE QUARTER SECTION LINE OF SAID SECTION, FORTY-FIVE (45) LINKS WEST AND THIRTEEN HUNDRED TWENTY-EIGHT (1328) LINKS NORTH OF THE CONCRETE MONUMENT SET FOR THE NORTHWEST CORNER OF THE PLATTED PORTION OF GEORGE ROTH'S ADDITION TO THE CITY OF HIGHLAND AND RUNNING THENCE EAST FORTY-FIVE (45) LINKS TO CONCRETE MONUMENT; THENCE NORTH 54 DEGREES 00 MINUTES EAST TWO HUNDRED FORTY-TWO (242) LINKS; THENCE SOUTH 87 DEGREES 00 MINUTES EAST, SIX HUNDRED FORTY-SEVEN (647) LINKS; THENCE NORTH 2 DEGREES 00 MINUTES WEST, TWO HUNDRED SIXTY (260) LINKS; THENCE SOUTH 89 DEGREES 00 MINUTES WEST EIGHT HUNDRED NINETY ONE (891) LINKS TO THE QUARTER SECTION LINE; THENCE SOUTH ON SAID LINE THREE HUNDRED SIXTY-EIGHT (368) LINKS TO THE PLACE OF BEGINNING.

3) TRACT CONVEYED TO WALLACE LAUNER BY DEED DATED APRIL 16, 1924 AND RECORDED IN BOOK 527 PAGE 184 DESCRIBED AS: A PART OF THE EAST HALF (E 1/2) OF SECTION THIRTY-TWO (32) IN TOWNSHIP FOUR (4) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS: COMMENCING AT A POINT ON THE QUARTER SECTION LINE OF SAID SECTION THIRTY-TWO (32), THIRTY (30) FEET WEST OF THE CONCRETE MONUMENT SET FOR THE NORTHWEST CORNER OF THE PLATTED PORTION OF GEORGE ROTH'S ADDITION TO HIGHLAND AS PLATTED AND RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT BOOK 7 AT PAGE 22, AND RUNNING THENCE EAST ON THE NORTH LINE OF ADAMS STREET, NOW KNOWN AS FIRST STREET, EIGHT HUNDRED NINETY FOUR (894) LINKS, THENCE NORTH 1 DEGREE 20 MINUTES WEST, ELEVEN HUNDRED EIGHTEEN (1118) LINKS; THENCE WEST PARALLEL WITH THE SOUTH LINE, EIGHT HUNDRED NINETY-FOUR (894) LINKS TO THE QUARTER SECTION LINE, BEING THE CENTER OF THE HIGHLAND AND MARINE ROAD, THENCE SOUTH ON THE QUARTER SECTION LINE WHICH BEARS SOUTH 1 DEGREE 30 MINUTES EAST, ELEVEN HUNDRED EIGHTEEN (1118) LINKS TO THE PLACE OF BEGINNING.

4) TRACT CONVEYED TO THE COUNTY OF MADISON, STATE OF ILLINOIS BY WARRANTY DEED DATED JANUARY 3, 1982 AND RECORDED IN BOOK 1771 PAGE 383, DESCRIBED AS: A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED TO THE GRANTORS HEREIN BY DEED RECORDED IN DEED BOOK 1633 AT PAGE 203 OF THE RECORDS OF THE RECORDER OF DEEDS OF MADISON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: ALL THAT PART OF THE ABOVE DESCRIBED LAND LYING WITHIN THE LIMITS OF THE RIGHT OF WAY FOR A HIGHWAY KNOWN AS STATE AID ROUTE 4-B, SECTION 88-M.F.T., AS SAID HIGHWAY IS LOCATED AND SURVEYED BY THE SUPERINTENDENT OF HIGHWAYS OF MADISON COUNTY, ILLINOIS AND AS SHOWN BY PLAT RECORDED IN ROAD RECORD BOOK 7 AT PAGE 116 OF THE RECORDS OF THE RECORDER OF DEEDS OF MADISON COUNTY, ILLINOIS, CONTAINING 0.32 OF AN ACRE, MORE OR LESS, EXCLUSIVE OF THE RIGHT OF WAY OF THE EXISTING HIGHWAY.

5) TRACT CONVEYED TO SECTION 32 PROPERTIES, LTD, AN ILLINOIS CORPORATION, BY DEED DATED JANUARY 4, 1982 AND RECORDED IN BOOK 3212 PAGE 405, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON ROD AT THE SOUTHWEST CORNER OF LOT 5 OF NORTH TOWN EAST NO. 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, SOUTH 89 DEGREES 29 MINUTES EAST, A DISTANCE OF 276.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTH LINE OF LOT 1 OF NORTH TOWN EAST NO. 4, SOUTH 89 DEGREES 29 MINUTES EAST, A DISTANCE OF 14.59 FEET TO A POINT; THENCE SOUTH 00 DEGREES 02 MINUTES EAST A DISTANCE OF 418.69 FEET TO A POINT; THENCE NORTH 89 DEGREES 29 MINUTES WEST A DISTANCE OF 102.85 FEET TO A CONCRETE MONUMENT; THENCE NORTH 89 DEGREES 29 MINUTES WEST A DISTANCE OF 547.15 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 143; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00 DEGREES 02 MINUTES WEST A DISTANCE OF 418.69 FEET TO A CONCRETE MONUMENT; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 29 MINUTES EAST A DISTANCE OF 358.70 FEET TO THE POINT OF BEGINNING.

6) TRACT CONVEYED TO SECTION 32 PROPERTIES, LTD, AN ILLINOIS CORPORATION, BY DEED DATED MARCH 18, 1983 AND RECORDED IN BOOK 3243 PAGE 203, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON ROD BY A CONCRETE RIGHT OF WAY MARKER ON THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 160 AT ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 40, 2426.36 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 32; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 40 THE FOLLOWING COURSES AND DISTANCES; SOUTH 58 DEGREES 28 MINUTES 30 SECONDS WEST 75.88 FEET TO AN IRON ROD BY A RIGHT OF WAY MARKER; THENCE SOUTH 76 DEGREES 59 MINUTES 06 SECONDS WEST 286.35 FEET TO A RIGHT OF WAY MARKER; THENCE NORTH 13 DEGREES 00 MINUTES 54 SECONDS WEST 10 FEET TO A RIGHT OF WAY MARKER; THENCE SOUTH 76 DEGREES 59 MINUTES 06 SECONDS WEST 122.50 FEET TO AN IRON ROD; THENCE LEAVING SAID RIGHT OF WAY NORTH AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 160, 516.02 FEET TO AN IRON ROD; THENCE EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE 485.25 FEET TO AN IRON ROD ON THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 160; THENCE SOUTH ALONG SAID RIGHT OF WAY LINE 393.97 FEET TO THE POINT OF BEGINNING.

7) TRACT OF LAND CONVEYED TO CENTRAL BANK BY DEED DATED OCTOBER 28, 1994 AND RECORDED NOVEMBER 2, 1994 IN BOOK 3922 PAGE 1401, DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER, THENCE NORTHERLY ALONG THE WEST LINE OF SAID QUARTER HAVING A PLATTED BEARING OF NORTH 00 DEGREES 03 MINUTES 15 SECONDS WEST 367.16 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECONDS EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 143 BEING THE POINT OF BEGINNING; THENCE NORTH 56 DEGREES 40 MINUTES 43 SECONDS EAST 148.63 FEET; THENCE SOUTH 85 DEGREES 42 MINUTES 10 SECONDS EAST 427.02 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST 20.06 FEET; THENCE NORTH 85 DEGREES 39 MINUTES 18 SECONDS WEST 428.26 FEET; THENCE SOUTH 55 DEGREES 01 MINUTES 48 SECONDS WEST 147.10 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 03 MINUTES 15 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 23.93 FEET TO THE POINT OF BEGINNING.



CONSULTANTS

ANNEXATION PLAT

OWNER

MIDWEST PROPERTY  
MANAGEMENT, LLC  
HIGHLAND, ILLINOIS

LINK # DATE DESCRIPTION

PROJECT NO: 2004440-00  
CAD DWG FILE: ANNEXATION PLAT.DWG  
DESIGNED BY: MEM  
DRAWN BY: CMB  
CHECKED BY: MEM  
APPROVED BY: DSE  
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2018

SHEET TITLE

ANNEXATION  
PLAT

SHEET 2 OF 2

## CERTIFICATION

THIS IS TO CERTIFY THAT AT THE REQUEST OF CRAWFORD, MURPHY & TILLY, INC. ENGINEERS ON BEHALF OF THE OWNER, MRE PORTFOLIO ONE LLC, WE HAVE SURVEYED AND PREPARED THIS PLAT OF ANNEXATION OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT THE SURVEY PERFORMED UNDER MY DIRECT SUPERVISION.

*Michael E. Mizur* 08-08-22  
MICHAEL E. MIZUR DATE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3638  
(LICENSE EXPIRATION/RENEWAL DATE: 11-30-2022)

THIS PLAT IS A MAP OF THE PROPERTY ANNEXED TO THE CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS, PURSUANT TO ORDINANCE NO. \_\_\_\_\_, DATED \_\_\_\_\_.



EXPIRES 11/30/2022

**PETITION FOR ANNEXATION**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS:

Your Petitioner, MRE Portfolio One, LLC, as owner of the property having PIN# 02-1-18-32-02-202-006, respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois, that the property described in Exhibit A attached hereto and made part hereof be annexed to the City of Highland of Madison County, Illinois, if and when a certain Annexation Agreement concerning this said real estate between Petitioner and said City be approved and executed by all parties.

Your petitioner respectfully represents and states as follows:

1. That the above described territory is not within the corporate limits of any municipality.
2. That the said territory is contiguous to the City limits of the City of Highland, Illinois.
3. That your petitioner is the sole owner of record of the said land and that no electors are residing on the said described territory.

WHEREFORE, your petitioner respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois that the above described territory may be annexed to the City of Highland, Madison County, Illinois, upon approval and execution of a certain Annexation Agreement concerning this real estate.

DATE: \_\_\_\_\_, 20\_\_.

PETITIONER:

\_\_\_\_\_  
Jeffrey Rehberger

STATE OF ILLINOIS        )  
                                      }  
COUNTY OF MADISON     )        SS

I, a Notary Public, in and for said county and state aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

---

(Above Space for Recorder's Use Only)

**STORMWATER DRAINAGE FACILITIES MAINTENANCE AGREEMENT  
WITH THE CITY OF HIGHLAND, ILLINOIS**

WHEREAS, The City of Highland (hereinafter known as "City") has adopted certain ordinances which provide requirements for stormwater drainage and maintenance of those drainage facilities; and

WHEREAS, Section 66-287(b) *Drainage Facility Maintenance Responsibility*, of Chapter 66 of the Highland Municipal Code, requires the following:

One lot development or redevelopment: Maintenance of stormwater drainage facilities located on private property shall be the responsibility of the Owner of that property. Before an appropriate permit for development or redevelopment is obtained from the City of Highland, Illinois the applicant shall execute a Maintenance Agreement with the City of Highland, Illinois, which Agreement shall obligate the Owner (and the Owner's successors, heirs and assigns) to maintain the drainage facilities located on the Owner's property. Such Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner of the property to obtain the Maintenance Agreement from the Department of Public Works.

Subdivision Development: Prior to approval of any final subdivision plat by the City of Highland, the Owner/Developer of any land intended for subdivision shall enter into a Maintenance Agreement with the City of Highland. Said Agreement will obligate the Owner/Developer of the intended subdivision to maintain all the water drainage and water detention facilities located within the boundaries of the development. Further, said Agreement will be binding upon the successors, heirs and assigns of the Developer (so as to create joint and several liability on all future property owners in the Development) for maintenance of the drainage facilities located within the boundaries of the development. Such Maintenance Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner/Developer of the property to obtain the Maintenance Agreement from the Department of Public Works.

The Maintenance Agreement shall include a schedule for regular maintenance of each aspect of the Development's stormwater drainage facility system and shall provide to the City of Highland a perpetual easement for access above and across the property for the purpose of inspection of the drainage facility system. The Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall notify the City of Highland, Director of Public Works, in writing no less than forty-eight (48) hours prior to any maintenance operations, excluding routine grass mowing. The Maintenance Agreement shall also stipulate that if the appropriate personnel of the City of Highland, Illinois notify the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision in writing of maintenance problems requiring correction, the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall begin such corrections within forty-eight (48) hours and shall not extend beyond seven (7) calendar days of such notification. If the corrections are not made within this time period the City of Highland may have the necessary work completed and assess the cost to the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision.

NOW THEREFORE, for and in consideration of approval of site development and/or subdivision plats, and the issuance of site development and/or building permits by the City and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees and covenants, on behalf of the undersigned and its heirs, successors and assigns, as follows:

1. MRE Portfolio One, LLC (hereinafter known as the "Owner(s)") hereby certifies and warrants that said Owner(s) hold sole and exclusive fee simple title to the following described real estate ("Property") located within or one and one-half miles of the corporate limits of the City.

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION

Permanent Parcel No.: 02-1-18-32-02-202-006

2. The Owner(s), his/her/its successors, heirs, and assigns, and all future owners of the property or individual lots therein hereby accept the responsibility to maintain the stormwater drainage system on the Property in satisfactory working condition and in compliance with the applicable federal, state and local laws and the ordinances of the City of Highland. Owner(s) and any subsequent owner(s) shall permit and hereby grant the perpetual right of access over the Property to the authorized representatives of the City to enter onto the Property for the purpose of inspecting the stormwater drainage system for compliance with federal, state and local laws and the ordinances of the City of Highland and for performing maintenance on the stormwater drainage system as provided herein.

3. The obligations created by this Agreement shall be joint and several on the successors, heirs, and assigns of the Owner(s) and all future owners of property within the above-described subdivision.

4. Owner(s) and any subsequent owner(s) shall provide periodic maintenance as is necessary to keep the system in proper working condition, including but not limited to:

- a. Mow topsides and inside of any basin or drainage-way to maintain grass height at or below six (6) inches.
- b. Trim and maintain other drainage systems and landscaping features located on the Property as needed.
- c. Remove trash, tree limbs and debris from the stormwater drainage system, including any basin; inspect and clear water release structures and pipes.
- d. Remove any silt build-up in the stormwater drainage system at least annually.
- e. Repair erosion or scouring on the Property with protective surfacing such as fabric or rip-rap as is required.
- f. Reseed bare areas on the Property annually.

5. The City of Highland, by and through its authorized representatives, will perform periodic inspections of the drainage system to ensure compliance with applicable federal, state and local laws and the City's ordinances. If the Director of Public Works of the City notifies the current owner(s) in writing of maintenance problems with the drainage system which require correction in order to comply with the applicable federal, state and local laws or the City's ordinances, the owner(s) shall make such corrections within thirty (30) calendar days of such notification. If corrections are not made within thirty (30) days of notification, the City may, but is not required to, enter onto the Property and have the necessary work completed and assess any costs incurred to the then current Owner(s).

In emergency situations the City may enter onto the Property, without notice to the Owner(s), and take such actions and do such work as may be necessary to ensure proper operation of the drainage system. The Owner(s) agrees to reimburse the City for any costs incurred in conducting such work.

6. Any costs incurred by the City pursuant to the terms hereof shall be liens upon the Property pursuant to the terms of 65 ILCS 5/11-20-7, 5/11-20-13 or any other applicable provision of the Illinois Compiled Statutes, as amended, other state laws and the City's ordinances and may be enforced pursuant to the terms of said statutes.

7. The Owner(s) shall record this agreement at the Office of the Madison County Recorder of Deeds and the original shall be returned to the City. The recorded agreement shall

serve as notice to Owner(s) and any subsequent property owners of the maintenance responsibilities for the above-listed property.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[print name], [title]

\_\_\_\_\_  
[print name], [title]

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State Zip Code

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

This document prepared by  
City of Highland  
City Attorney and  
Public Works Department  
1115 Broadway  
Highland, IL 62249

Record and return document to:  
City of Highland  
City Clerk's Office  
P. O. Box 218  
1115 Broadway  
Highland, IL. 62249

# PROCLAMATION

Whereas, the *Highland Chamber of Commerce* works with the businesses, merchants, and industry to advance the civic, economic, industrial, professional and cultural life of the City of Highland,

Whereas, chambers of commerce have contributed to the civic and economic life of Illinois for 184 years since the founding of the Galena Chamber of Commerce in 1838, and

Whereas, the chamber of commerce and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the City of Highland a better place to live, and

Whereas, the chamber of commerce encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the City of Highland, and

Whereas, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce and more than 400 local chambers of commerce,

Whereas, this year marks the 103<sup>rd</sup> anniversary of the founding of the Illinois Chamber of Commerce, the state's leading broad-based business organization, and

Whereas, this year marks the 107<sup>th</sup> anniversary of the Illinois Association of Chamber of Commerce Executives, a professional development organization for the chamber of commerce professionals; and

Therefore I, Kevin Hemann, Mayor of the City of Highland, proclaim **September 11<sup>th</sup> through 17<sup>th</sup>, as**

## CHAMBER OF COMMERCE WEEK

**in** Highland and call its significance to the attention of the citizens of the City of Highland.

Whereunto I have set my hand and caused the seal of the City of Highland to be affixed this 6<sup>th</sup> day of September, 2022.

---

Kevin B. Hemann, Mayor





# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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

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

### **PROCEDURE:**

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Veterans Day Parade

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

Location of Event: Parade on Main St. - Ceremony at Square

Sponsoring Organization/Individual: Highland Moose Lodge #2479

Event Responsible Party: Highland Moose Lodge #2479

Address: 1121 18th St. Highland, Ill. 62249

Phone(s): 618-654-4793

Email: kenny.gall@yahoo.com

Secondary Contact: Kenny Kapp

Address: 1207 Arkansas Rd. Highland, Illinois 62249

Phone(s): 618-781-2004

Email: \_\_\_\_\_

Date(s) of Set-up: Sunday Nov. 13, 2022

Event Date(s) / Times: 1:00 to 3:00 Nov. 13th, 2022

Date(s) of Tear-down: Sunday November 13th, 2022

Expected Attendance: 300

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

Sound Amplification System utilized:  Yes  No  
If yes, hours of operation: 1:00 to 3:00 P.M.

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:** \_\_\_\_\_  
Main St, Street closure from intersection Main +  
Olive St, parade route marked prior, traveling  
west to intersection Main St. + Laurel

**Electric Dept:** Electrical Service, Lighting (Specify): **Electric Dept. Director:** No

**Public Safety:** Security, First Aid, Traffic Control (Specify): **Public Safety Director:** No

**HCS Services:** Wi-Fi or other technological needs (Specify): **HCS Director:** No

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

**Application Checklist (Attachments):**

Deputy Clerk Initial  
Upon receipt or waiver:

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

Site Plan Rendering \_\_\_\_\_

Evacuation Plan \_\_\_\_\_

Fire Plan \_\_\_\_\_

Parking Plan \_\_\_\_\_

Schedule City Council Meeting for announcement \_\_\_\_\_

○ **Date:** \_\_\_\_\_

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

\_\_\_\_\_ Highland Moose Lodge # 2479 8-10-22  
Event Sponsor Responsible Party Date

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



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Supplemental	23-00000-00-GM

BE IT RESOLVED, by the \_\_\_\_\_ Council \_\_\_\_\_ of the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_  
Governing Body Type Local Public Agency Type  
 \_\_\_\_\_ Highland \_\_\_\_\_ Illinois that there is hereby appropriated the sum of \_\_\_\_\_  
Name of Local Public Agency

Seven hundred sixty thousand and 00/100 \_\_\_\_\_ Dollars ( \$760,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
 \_\_\_\_\_ to \_\_\_\_\_  
Beginning Date Ending Date  
 05/01/22 to 04/30/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Highland \_\_\_\_\_  
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Mrs. Barbara Bellm \_\_\_\_\_ City \_\_\_\_\_ Clerk in and for said \_\_\_\_\_ City \_\_\_\_\_  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of \_\_\_\_\_ Highland \_\_\_\_\_ in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

\_\_\_\_\_ Council \_\_\_\_\_ of \_\_\_\_\_ Highland \_\_\_\_\_ at a meeting held on \_\_\_\_\_ 04/04/22 \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature  
 \_\_\_\_\_

APPROVED

Regional Engineer  
 Department of Transportation  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_



# Local Public Agency General Maintenance



## Estimate of Maintenance Costs

Submittal Type **Supplemental**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Highland	Madison	23-00000-00-GM	05/01/22	04/30/23

### Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Control			Treated Rock Salt	TON	1,500	\$65.00	\$97,500.00	
			Grit (CM-13 slag)	TON	25	\$15.00	\$375.00	\$97,875.00
Pavement Replacement			PCC Pvmt, 6-bag	CY	80	\$135.00	\$10,800.00	
			PCC Pvmt, 7-bag	CY	50	\$140.00	\$7,000.00	
			Small Load Charge	EA	20	\$150.00	\$3,000.00	
			Reinforcing Bars, #6	LF	1,000	\$2.00	\$2,000.00	
			Expansion Material	LF	450	\$1.00	\$450.00	\$23,250.00
Pavement Patching			Bituminous Cold Patch	TON	80	\$120.00	\$9,600.00	
			Hot Mix Asphalt	TON	150	\$80.00	\$12,000.00	
			Joint Compoud	LB	9,000	\$0.60	\$5,400.00	\$27,000.00
Signs			Stop, St., No Prk, Spd Lmt	EA	120	\$60.00	\$7,200.00	\$7,200.00
	Base		CA-6 Aggregate	TON	1,000	\$12.00	\$12,000.00	
			CA-7 Aggregate	TON	400	\$16.00	\$6,400.00	\$18,400.00
Seal Coat Opr.			MC-800	TON	40	\$1,231.00	\$49,240.00	
			HFRS-2	TON	120	\$663.00	\$79,560.00	
			CM-13 slag Furn/Del	TON	1,400	\$25.00	\$35,000.00	
			CM-13 slag Haul/Sprd	TON	1,400	\$26.50	\$37,100.00	\$200,900.00
Pavement Marking			Yellow Paint	GAL	50	\$20.00	\$1,000.00	
			White Paint	GAL	150	\$20.00	\$3,000.00	
			Glass Beads	LB	1,200	\$0.70	\$840.00	\$4,840.00
Sidewalk Const.			Conc. sidewalk, ADA rmp	LS	1	\$380,000.00	\$380,000.00	\$380,000.00
<b>Total Operation Cost</b>								<b>\$759,465.00</b>

### Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$62,290.00			\$62,290.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$317,175.00			\$317,175.00
Formal Contract (Bid Items)	\$320,000.00			\$320,000.00
<b>Maintenance Total</b>	<b>\$699,465.00</b>			<b>\$699,465.00</b>

### Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$55,000.00			\$55,000.00
Engineering Inspection				
Material Testing	\$5,000.00			\$5,000.00
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>	<b>\$60,000.00</b>			<b>\$60,000.00</b>

<b>Total Estimated Maintenance</b>	<b>\$759,465.00</b>			<b>\$759,465.00</b>
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**Estimate of Maintenance Costs**

Submittal Type **Supplemental**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Highland	Madison	23-00000-00-GM	05/01/22	04/30/23

Remarks

**SUBMITTED**

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title  
**Mayor**

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

**APPROVED**

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>



# City of Highland

**Memo to:** Christopher Conrad, City Manager  
**From:** Joe Gillespie, Director of Public Works  
**Date:** August 25, 2022  
**Subject:** **Supplemental-Motor Fuel Tax (MFT) Section 23-00000-00-GM**  
Recommendation for Approval

## RECOMMENDATION

I recommend that you request council approval to accept a supplemental to the 2022-2023 Motor Fuel Tax Resolution and Municipal Estimate of Maintenance Costs for general maintenance materials for a total of \$760,000 as attached.

## DISCUSSION


The City Council approved the original program earlier this year for \$711,000. Both of our oil and aggregate bids came in over the budgeted amounts. This supplement will allow us to purchase the same quantity we originally requested. The additional amount is available as MFT surplus funds currently in our account.

## FISCAL IMPACT

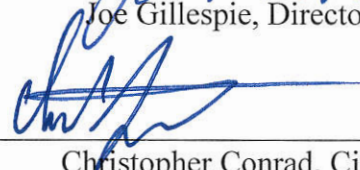
The materials are funded through Motor Fuel Tax from the state of Illinois.

## CONCURRENCE

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

  
Joe Gillespie, Director of Public Works

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

  
Christopher Conrad, City Manager



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

**RESOLUTION APPROVING ANNEXATION AGREEMENT WITH JOHN GANTNER  
AND JOHN L. GANTNER AND ELVINA A. GANTNER TRUST**

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, John Gantner and the John L. Gantner and Elvina A. Gantner Trust, hereinafter "Owners," desire to enter an annexation agreement with City; and

WHEREAS, Owners are the owners of record of certain land shown on the plat of annexation map attached hereto as **Exhibit A**; and

WHEREAS, Owners are the owners of record of the real estate described as follows:

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of said Quarter Quarter; thence westerly along the north line of said Quarter Quarter having an assumed bearing of N. 90°-00'-00" W. 188.35 feet to the point of beginning, being a corner of the existing corporate limit of the City of Highland; thence S. 00°-55'-05" E. along the existing corporate limit line 293.43 feet; thence S. 28°-55'-16" W. along the existing corporate limit line 120.10 feet to a point on the northeasterly right-of-way line of Illinois Route 143; thence N. 61°-04'-44" W. along said northeasterly right-of-way line and the existing corporate limit line 488.93 feet; thence N. 00°-38'-50" W. 162.07 feet to a point on said north line (and the south line of Holiday Manor Subdivision); thence N. 90°-00'-00" E. along said north line 483.16 feet to the point of beginning.

Containing 3.20 Acres, more or less

(All of PIN 02-1-18-29-17-301-003 & PIN 02-1-18-29-17-301-003.001)

hereinafter “Annexed Property” and attached hereto as **Exhibit B**; and

WHEREAS, Owners intend to develop the Annexed Property subsequent to the Annexed Property being annexed into City; and

WHEREAS, Owners agree the Annexed Property is subject to a stormwater agreement subsequent to the Annexed Property being annexed into City (*See Exhibit C*); and

WHEREAS, the Annexed Property is contiguous to the Corporate Limits of City; and

WHEREAS, the Annexed Property is not currently a part of any other city, town, or village, and may be annexed to City as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, Owner desires to have the Annexed Property shown and described *supra*, and described in **Exhibits A and B**, annexed to City upon certain terms and conditions set out in the Annexation Agreement attached hereto as **Exhibit D** (“Annexation Agreement”); and

WHEREAS, City has determined it to be in the best interests of City to enter into the Annexation Agreement, pursuant to the provisions of Section 11-15.1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*); City fixed a date and time for a public hearing on this proposed Annexation Agreement; City published notice of that date and time “not more than 30 nor less than 15 days before the date fixed for the hearing” (as required by Section 11-15.1-3 of the Illinois Municipal Code [65 ILCS 5/11-15.1-3]); City conducted the public hearing; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to enter into the Annexation Agreement (**Exhibit D**) with Owners; and

WHEREAS, City has determined the Mayor should be authorized and directed, on behalf of City, to execute the Annexation Agreement attached hereto as **Exhibit D**.

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

*Section 1.* That the foregoing recitals be and are hereby incorporated in this Resolution.

*Section 2.* That the Mayor is authorized and directed, on behalf of City, to execute the Annexation Agreement attached hereto as **Exhibit D**.

*Section 3.* That this Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be in full force and effect from and after its passage.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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:

---

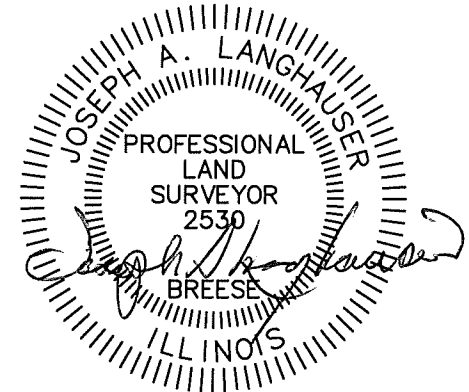
Barbara Bellm, City Clerk  
City of Highland  
Madison County, Illinois

# ANNEXATION MAP

OF THE AREA TO BE ANNEXED  
TO THE CITY OF HIGHLAND  
MADISON COUNTY, ILLINOIS

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

REQUESTED BY JOHN A. GANTNER,  
BLANCHE T. SMALL AND NORINE A. GROVES

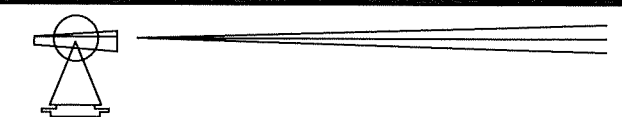


DATE: 8-2-2022

LICENSE RENEWAL DATE: 12/01/22

I, THE UNDERSIGNED ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS BY THE ABOVE NUMBERED ORDINANCE.

ABACUS PROFESSIONAL SERVICES  
BY JOSEPH A. LANGHAUSER  
ILLINOIS PROFESSIONAL LAND SURVEYOR #2530

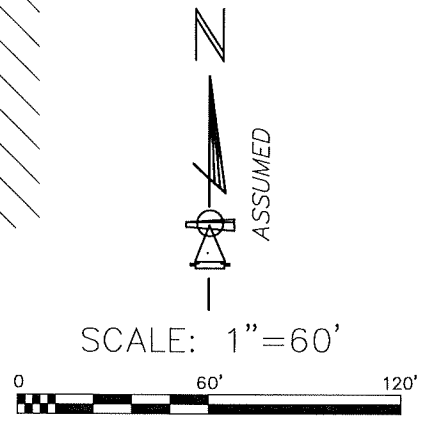
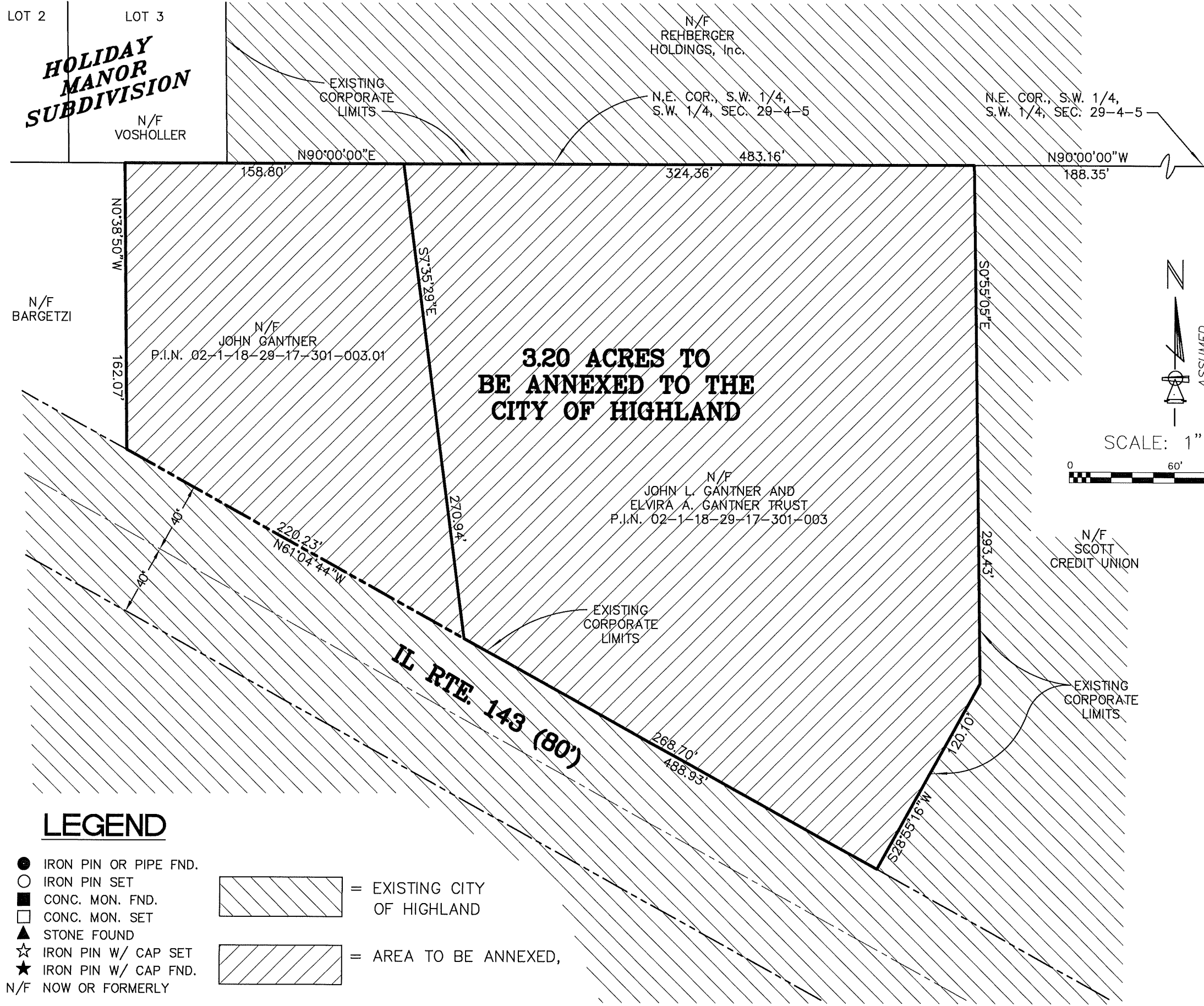


## ABACUS

### PROFESSIONAL SERVICES

LAND SURVEYING AND CONSULTING  
ILLINOIS PROFESSIONAL DESIGN FIRM  
LICENSE # 184-002806

1155 N. 4TH, P.O. BOX #5  
BREESEE, IL. 62230  
PHONE (618) 526-4277  
abacuspros@yahoo.com



### LEGEND

- IRON PIN OR PIPE FND.
  - IRON PIN SET
  - CONC. MON. FND.
  - CONC. MON. SET
  - ▲ STONE FOUND
  - ☆ IRON PIN W/ CAP SET
  - ★ IRON PIN W/ CAP FND.
  - N/F NOW OR FORMERLY
- = EXISTING CITY OF HIGHLAND
  - = AREA TO BE ANNEXED,



**ABACUS PROFESSIONAL SERVICES**

Joseph A. Langhauser, PLS

1155 N. 4<sup>th</sup> P.O. Box 5

Breese, IL 62230-0005

(618) 526-4277

August 1, 2022

Job No.: 5790-S-21

DLW/JAL

**Description of an area to be  
Annexed to the City of Highland**

**(Requested by John A Gantner, Blanche T. Gantner & Norine A. Groves)**

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of said Quarter Quarter; thence westerly along the north line of said Quarter Quarter having an assumed bearing of N. 90°-00'-00" W. 188.35 feet to the point of beginning, being a corner of the existing corporate limit of the City of Highland; thence S. 00°-55'-05" E. along the existing corporate limit line 293.43 feet; thence S. 28°-55'-16" W. along the existing corporate limit line 120.10 feet to a point on the northeasterly right-of-way line of Illinois Route 143; thence N. 61°-04'-44" W. along said northeasterly right-of-way line and the existing corporate limit line 488.93 feet; thence N. 00°-38'-50" W. 162.07 feet to a point on said north line (and the south line of Holiday Manor Subdivision); thence N. 90°-00'-00" E. along said north line 483.16 feet to the point of beginning.

Containing 3.20 Acres, more or less

(All of PIN 02-1-18-29-17-301-003 & PIN 02-1-18-29-17-301-003.001)

Note: It is not warranted that this description contains complete information regarding dedications, easements, reservations, restrictions, right-of-way, building lines and other encumbrances. For complete information, a title opinion or commitment for title insurance should be obtained.

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(Above Space for Recorder's Use Only)

**STORMWATER DRAINAGE FACILITIES MAINTENANCE AGREEMENT  
WITH THE CITY OF HIGHLAND, ILLINOIS**

WHEREAS, The City of Highland (hereinafter known as "City") has adopted certain ordinances which provide requirements for stormwater drainage and maintenance of those drainage facilities; and

WHEREAS, Section 66-287(b) *Drainage Facility Maintenance Responsibility*, of Chapter 66 of the Highland Municipal Code, requires the following:

One lot development or redevelopment: Maintenance of stormwater drainage facilities located on private property shall be the responsibility of the Owner of that property. Before an appropriate permit for development or redevelopment is obtained from the City of Highland, Illinois the applicant shall execute a Maintenance Agreement with the City of Highland, Illinois, which Agreement shall obligate the Owner (and the Owner's successors, heirs and assigns) to maintain the drainage facilities located on the Owner's property. Such Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner of the property to obtain the Maintenance Agreement from the Department of Public Works.

Subdivision Development: Prior to approval of any final subdivision plat by the City of Highland, the Owner/Developer of any land intended for subdivision shall enter into a Maintenance Agreement with the City of Highland. Said Agreement will obligate the Owner/Developer of the intended subdivision to maintain all the water drainage and water detention facilities located within the boundaries of the development. Further, said Agreement will be binding upon the successors, heirs and assigns of the Developer (so as to create joint and several liability on all future property owners in the Development) for maintenance of the drainage facilities located within the boundaries of the development. Such Maintenance Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner/Developer of the property to obtain the Maintenance Agreement from the Department of Public Works.

The Maintenance Agreement shall include a schedule for regular maintenance of each aspect of the Development's stormwater drainage facility system and shall provide to the City of Highland a perpetual easement for access above and across the property for the purpose of inspection of the drainage facility system. The Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall notify the City of Highland, Director of Public Works, in writing no less than forty-eight (48) hours prior to any maintenance operations, excluding routine grass mowing. The Maintenance Agreement shall also stipulate that if the appropriate personnel of the City of Highland, Illinois notify the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision in writing of maintenance problems requiring correction, the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall begin such corrections within forty-eight (48) hours and shall not extend beyond seven (7) calendar days of such notification. If the corrections are not made within this time period the City of Highland may have the necessary work completed and assess the cost to the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision.

NOW THEREFORE, for and in consideration of approval of site development and/or subdivision plats, and the issuance of site development and/or building permits by the City and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees and covenants, on behalf of the undersigned and its heirs, successors and assigns, as follows:

1. John A. Gantner, (hereinafter known as the "Owner(s)") hereby certifies and warrants that said Owner(s) hold sole and exclusive fee simple title to the following described real estate ("Property") located within or one and one-half miles of the corporate limits of the City.

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION

Permanent Parcel No.: 02-1-18-29-17-301-003.001

2. The Owner(s), his/her/its successors, heirs, and assigns, and all future owners of the property or individual lots therein hereby accept the responsibility to maintain the stormwater drainage system on the Property in satisfactory working condition and in compliance with the applicable federal, state and local laws and the ordinances of the City of Highland. Owner(s) and any subsequent owner(s) shall permit and hereby grant the perpetual right of access over the Property to the authorized representatives of the City to enter onto the Property for the purpose of inspecting the stormwater drainage system for compliance with federal, state and local laws and the ordinances of the City of Highland and for performing maintenance on the stormwater drainage system as provided herein.

3. The obligations created by this Agreement shall be joint and several on the successors, heirs, and assigns of the Owner(s) and all future owners of property within the above-described subdivision.

4. Owner(s) and any subsequent owner(s) shall provide periodic maintenance as is necessary to keep the system in proper working condition, including but not limited to:

- a. Mow topsides and inside of any basin or drainage-way to maintain grass height at or below six (6) inches.
- b. Trim and maintain other drainage systems and landscaping features located on the Property as needed.
- c. Remove trash, tree limbs and debris from the stormwater drainage system, including any basin; inspect and clear water release structures and pipes.
- d. Remove any silt build-up in the stormwater drainage system at least annually.
- e. Repair erosion or scouring on the Property with protective surfacing such as fabric or rip-rap as is required.
- f. Reseed bare areas on the Property annually.

5. The City of Highland, by and through its authorized representatives, will perform periodic inspections of the drainage system to ensure compliance with applicable federal, state and local laws and the City's ordinances. If the Director of Public Works of the City notifies the current owner(s) in writing of maintenance problems with the drainage system which require correction in order to comply with the applicable federal, state and local laws or the City's ordinances, the owner(s) shall make such corrections within thirty (30) calendar days of such notification. If corrections are not made within thirty (30) days of notification, the City may, but is not required to, enter onto the Property and have the necessary work completed and assess any costs incurred to the then current Owner(s).

In emergency situations the City may enter onto the Property, without notice to the Owner(s), and take such actions and do such work as may be necessary to ensure proper operation of the drainage system. The Owner(s) agrees to reimburse the City for any costs incurred in conducting such work.

6. Any costs incurred by the City pursuant to the terms hereof shall be liens upon the Property pursuant to the terms of 65 ILCS 5/11-20-7, 5/11-20-13 or any other applicable provision of the Illinois Compiled Statutes, as amended, other state laws and the City's ordinances and may be enforced pursuant to the terms of said statutes.

7. The Owner(s) shall record this agreement at the Office of the Madison County Recorder of Deeds and the original shall be returned to the City. The recorded agreement shall



serve as notice to Owner(s) and any subsequent property owners of the maintenance responsibilities for the above-listed property.

Dated this 5<sup>th</sup> day of August, 2022.

Owner(s)

John A. Gantner  
[print name], [title]

\_\_\_\_\_  
[print name], [title]

12443 STATE RT. 143  
Street Address  
HIGHLAND, ILLS.  
City and State Zip Code

62249-1071

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )  
St. Clair EP

I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that Da. EP John Gantner, personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of August, 2022.

Ethan Parks  
Notary Public



This document prepared by  
City of Highland  
City Attorney and  
Public Works Department  
1115 Broadway  
Highland, IL 62249

Record and return document to:  
City of Highland  
City Clerk's Office  
P. O. Box 218  
1115 Broadway  
Highland, IL. 62249

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(Above Space for Recorder's Use Only)

**STORMWATER DRAINAGE FACILITIES MAINTENANCE AGREEMENT  
WITH THE CITY OF HIGHLAND, ILLINOIS**

WHEREAS, The City of Highland (hereinafter known as "City") has adopted certain ordinances which provide requirements for stormwater drainage and maintenance of those drainage facilities; and

WHEREAS, Section 66-287(b) *Drainage Facility Maintenance Responsibility*, of Chapter 66 of the Highland Municipal Code, requires the following:

One lot development or redevelopment: Maintenance of stormwater drainage facilities located on private property shall be the responsibility of the Owner of that property. Before an appropriate permit for development or redevelopment is obtained from the City of Highland, Illinois the applicant shall execute a Maintenance Agreement with the City of Highland, Illinois, which Agreement shall obligate the Owner (and the Owner's successors, heirs and assigns) to maintain the drainage facilities located on the Owner's property. Such Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner of the property to obtain the Maintenance Agreement from the Department of Public Works.

Subdivision Development: Prior to approval of any final subdivision plat by the City of Highland, the Owner/Developer of any land intended for subdivision shall enter into a Maintenance Agreement with the City of Highland. Said Agreement will obligate the Owner/Developer of the intended subdivision to maintain all the water drainage and water detention facilities located within the boundaries of the development. Further, said Agreement will be binding upon the successors, heirs and assigns of the Developer (so as to create joint and several liability on all future property owners in the Development) for maintenance of the drainage facilities located within the boundaries of the development. Such Maintenance Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner/Developer of the property to obtain the Maintenance Agreement from the Department of Public Works.

The Maintenance Agreement shall include a schedule for regular maintenance of each aspect of the Development's stormwater drainage facility system and shall provide to the City of Highland a perpetual easement for access above and across the property for the purpose of inspection of the drainage facility system. The Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall notify the City of Highland, Director of Public Works, in writing no less than forty-eight (48) hours prior to any maintenance operations, excluding routine grass mowing. The Maintenance Agreement shall also stipulate that if the appropriate personnel of the City of Highland, Illinois notify the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision in writing of maintenance problems requiring correction, the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall begin such corrections within forty-eight (48) hours and shall not extend beyond seven (7) calendar days of such notification. If the corrections are not made within this time period the City of Highland may have the necessary work completed and assess the cost to the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision.

NOW THEREFORE, for and in consideration of approval of site development and/or subdivision plats, and the issuance of site development and/or building permits by the City and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees and covenants, on behalf of the undersigned and its heirs, successors and assigns, as follows:

1. John L. and Elvina Gantner Trust, (hereinafter known as the "Owner(s)") hereby certifies and warrants that said Owner(s) hold sole and exclusive fee simple title to the following described real estate ("Property") located within or one and one-half miles of the corporate limits of the City.

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION

Permanent Parcel No.: 02-1-18-29-17-301-003

2. The Owner(s), his/her/its successors, heirs, and assigns, and all future owners of the property or individual lots therein hereby accept the responsibility to maintain the stormwater drainage system on the Property in satisfactory working condition and in compliance with the applicable federal, state and local laws and the ordinances of the City of Highland. Owner(s) and any subsequent owner(s) shall permit and hereby grant the perpetual right of access over the Property to the authorized representatives of the City to enter onto the Property for the purpose of inspecting the stormwater drainage system for compliance with federal, state and local laws and the ordinances of the City of Highland and for performing maintenance on the stormwater drainage system as provided herein.

3. The obligations created by this Agreement shall be joint and several on the successors, heirs, and assigns of the Owner(s) and all future owners of property within the above-described subdivision.

4. Owner(s) and any subsequent owner(s) shall provide periodic maintenance as is necessary to keep the system in proper working condition, including but not limited to:

- a. Mow topsides and inside of any basin or drainage-way to maintain grass height at or below six (6) inches.
- b. Trim and maintain other drainage systems and landscaping features located on the Property as needed.
- c. Remove trash, tree limbs and debris from the stormwater drainage system, including any basin; inspect and clear water release structures and pipes.
- d. Remove any silt build-up in the stormwater drainage system at least annually.
- e. Repair erosion or scouring on the Property with protective surfacing such as fabric or rip-rap as is required.
- f. Reseed bare areas on the Property annually.

5. The City of Highland, by and through its authorized representatives, will perform periodic inspections of the drainage system to ensure compliance with applicable federal, state and local laws and the City's ordinances. If the Director of Public Works of the City notifies the current owner(s) in writing of maintenance problems with the drainage system which require correction in order to comply with the applicable federal, state and local laws or the City's ordinances, the owner(s) shall make such corrections within thirty (30) calendar days of such notification. If corrections are not made within thirty (30) days of notification, the City may, but is not required to, enter onto the Property and have the necessary work completed and assess any costs incurred to the then current Owner(s).

In emergency situations the City may enter onto the Property, without notice to the Owner(s), and take such actions and do such work as may be necessary to ensure proper operation of the drainage system. The Owner(s) agrees to reimburse the City for any costs incurred in conducting such work.

6. Any costs incurred by the City pursuant to the terms hereof shall be liens upon the Property pursuant to the terms of 65 ILCS 5/11-20-7, 5/11-20-13 or any other applicable provision of the Illinois Compiled Statutes, as amended, other state laws and the City's ordinances and may be enforced pursuant to the terms of said statutes.

7. The Owner(s) shall record this agreement at the Office of the Madison County Recorder of Deeds and the original shall be returned to the City. The recorded agreement shall

serve as notice to Owner(s) and any subsequent property owners of the maintenance responsibilities for the above-listed property.

Dated this 4 day of Aug, 2022.

Owner(s)

Blanche T. Small Trustee

Blanche T. Small Trustee  
[print name], [title]

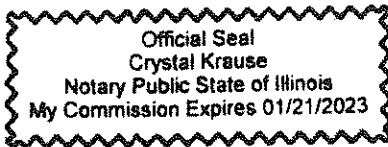
\_\_\_\_\_  
\_\_\_\_\_  
[print name], [title]

12449 State Rt. 143  
Street Address  
Highland, IL. 62249  
City and State Zip Code

STATE OF ILLINOIS )  
) SS  
COUNTY OF MADISON )

I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that Blanche T. Small, personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument of writing as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of August, 2022.



[Signature]  
Notary Public

This document prepared by  
City of Highland  
City Attorney and  
Public Works Department  
1115 Broadway  
Highland, IL 62249

Record and return document to:  
City of Highland  
City Clerk's Office  
P. O. Box 218  
1115 Broadway  
Highland, IL. 62249

*(the above space for Recorder's use only)*

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT, is made and entered into this \_\_\_\_\_ day of August, 2022, by and between the City of Highland, Illinois, hereinafter "City," and through its City Manager, Mayor, and the members of its City Council, hereinafter "Corporate Authorities," John Gantner and John L. Gantner and Elvina A. Gantner Trust, hereinafter "Owners."

WHEREAS, Owners are the owners of record of certain land shown on the Annexation Map attached hereto as **Exhibit A**; and

WHEREAS, Owners are the owners of record of the real estate described as follows:

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows:

Commencing at the northeast corner of said Quarter Quarter; thence westerly along the north line of said Quarter Quarter having an assumed bearing of N. 90°-00'-00" W. 188.35 feet to the point of beginning, being a corner of the existing corporate limit of the City of Highland; thence S. 00°-55'-05" E. along the existing corporate limit line 293.43 feet; thence S. 28°-55'-16" W. along the existing corporate limit line 120.10 feet to a point on the northeasterly right-of-way line of Illinois Route 143; thence N. 61°-04'-44" W. along said northeasterly right-of-way line and the existing corporate limit line 488.93 feet; thence N. 00°-38'-50" W. 162.07 feet to a point on said north line (and the south line of Holiday Manor Subdivision); thence N. 90°-00'-00" E. along said north line 483.16 feet to the point of beginning.

Containing 3.20 Acres, more or less

(All of PIN 02-1-18-29-17-301-003 & PIN 02-1-18-29-17-301-003.001)

hereinafter “Annexed Property” or “Property”; See Description of an area to be Annexed to the City of Highland attached hereto as **Exhibit B**; and

WHEREAS, subsequent to the Annexed Property being annexed into City, Owners intend to develop the Annexed Property into uses yet to be determined at the time of entering this agreement; and

WHEREAS, the Annexed Property is contiguous to the Corporate Limits of City; and

WHEREAS, the Annexed Property is not currently a part of any other city, town, or village, and may be annexed to City as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, Owners desire to have the Annexed Property described in **Exhibits A and B** annexed to City upon certain terms and conditions hereinafter set forth; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Annexed Property to City on the terms and conditions hereinafter set forth would further the growth of City, enable City to control the development of the area, and serve the best interests of City; and

WHEREAS, Section 90-115, “Annexed territory,” of the *Code of Ordinances, City of Highland, Illinois*, provides,

All property that is annexed to the city following the effective date of the ordinance from which this chapter derives, shall be annexed as R-1-C residential district. Nothing in this section should be construed to prevent the use of annexation agreements as set out in the state statutes;

and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), the Corporate Authorities fixed a date and time for a public hearing on this proposed Annexation Agreement; published notice of that date and time “not more than 30 nor less than 15 days before the date fixed for the hearing” (as required by Section 11-15.1-3 of the Illinois Municipal Code [65 ILCS 5/11-15.1-3]); and conducted the public hearing; and

WHEREAS, the Corporate Authorities have determined it is for the mutual benefit of City and Owners to enter into this Annexation Agreement.

## **II. GENERAL AGREEMENT.**

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. (Recital Incorporation.) The foregoing recitals are incorporated in and made a part of this Agreement.

2. (Statutory Authority.) This Annexation Agreement is made pursuant to and in accordance with the provision of Division 15.1 of Article 11 of the Illinois Municipal Code.

3. (Petition for Annexation.) Owners, upon execution of this Annexation Agreement, will prepare and file, pursuant to and in accordance with the provisions of Article 7 of the Illinois Municipal Code, with the Corporate Authorities, a proper Petition for Annexation conditioned upon the terms and provisions of this Annexation Agreement, to annex to the City of Highland, Illinois, the Annexed Property, as shown and described in **Exhibits A and B** attached hereto.

4. (Annexation.) The Corporation Authorities, upon the execution of this Annexation Agreement and upon the filing of a proper Petition for Annexation as hereinabove provided and in compliance with the provisions of Article 7 of the Illinois Municipal Code will enact an ordinance annexing the Annexed Property as shown and described in **Exhibits A and B**, to the City conditioned upon the terms and provisions of this Annexation Agreement. If the Annexed Property is not annexed to the City pursuant to this Annexation Agreement and said Petition for Annexation, then and in that event only this Annexation Agreement shall not be binding upon the parties hereto.

If the terms and conditions of this Annexation Agreement are not ultimately realized, including rezoning of the Annexed Property to C-3 and inclusion of the Annexed Property in the expanded Business District, City agrees not to challenge the disconnection of the Annexed Property by Owners.

5. (Time of Annexation.) Said annexation of the Annexed Property to the City shall take effect upon the adoption of the annexation Ordinance by the City.

6. (Zoning.)

A. Owners realize and understand that the Annexed Property, when annexed, will be Zoned R1 C Single Family Residential, subject to the restrictions of the City's Zoning Ordinance for that District.

B. Owners realize and understand that in order to change the zoning of any portion of this property, it must be accomplished following the rules of the City for zoning changes.

C. The City agrees that it will not impose any public land donation or user fees, except as hereinafter set out.

7. (Codes and Ordinances; Fees.)

A. To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms,



provisions, or standards, either presently existing or hereafter adopted, of the City Code, the Zoning Ordinance, the Subdivision Control Ordinance, as hereinafter identified, or any other City Code, ordinance, or regulation, the terms, provisions, and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any City Code, ordinance, or regulation is hereafter adopted, amended, or interpreted so as to be less restrictive on Owners with respect to the development of the Annexed Property than is the case under the existing law, then at the option of the Owners such less restrictive amendment or interpretation shall control.

- B. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof shall continue in effect, insofar as they relate to the development of the Annexed Property, during the entire term of this Agreement, or until such time as the Annexed Property is annexed into City, except as otherwise provided herein and except to the extent of amendments mandated by state or federal requirements.
- C. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof that relate to building, housing, plumbing, electrical, and related restrictions affecting the development of the Annexed Property shall continue in effect, insofar as they relate to the development of the Annexed Property, during the entire term of this Agreement, or until such time as the Annexed Property is annexed into City, except as otherwise provided herein and except to the extent that said codes, ordinances, rules, and regulations are amended so as to be applicable to all property within the City for purposes of directly furthering the public health and safety. Such general changes to said codes, ordinances, rules and regulations include, but are not limited to, any changes necessitated by amendments to national building, plumbing, electrical or maintenance codes incorporated by the City's codes, ordinances, rules and regulations (i.e. BOCA Codes and International Property Maintenance Codes). Owners acknowledge that changes made to City Code applicable to all City property will be applicable to the Annexed Property after the Annexed Property is annexed into City.
- D. No fee or charge of any description shall be imposed on Owner for or on the development and use of the Annexed Property unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on a uniform basis from all owners, users, and developers of property within the City. The City shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, application fees, or user fees during the term of this Agreement unless such increases are made generally applicable to all owners, users, and developers of property within the City. All building permit and building inspection fees for any improvement constructed on the Annexed Property shall be due and payable upon issuance of a building permit for the improvement.

8. (Fire Protection.) Upon the annexation of the Annexed Property, as shown and described in **Exhibits A and B** to the City, the City shall provide the same standard of fire protection to said tracts and to the buildings thereon which it provides to other similar areas in the City.

9. (Police Protection.) Upon the annexation of the Annexed Property, as shown and described in **Exhibits A and B** to the City, the City shall provide the same standard of police protection to said tract and to the buildings thereon which it provides to other similar areas in the City.

10. (Garbage and Trash Pick-up.) Upon the annexation of the Annexed Property, as shown and described in **Exhibits A and B** to the City, the City shall provide the same standard of garbage and trash pick-up to said real estate which it provides to other similar areas in the City, and Owners and successors and assigns shall pay the monthly service and assessment charges therefor, which monthly service and assessment charges shall not exceed those charged to others similarly situated in the City.

11. (Utilities.)

A. (General Utility Provisions.)

- 1) Owners agree to grant to the City or City franchisee's easements for general public utility purposes over, upon and across areas upon which such utilities are to be placed of a width required by the utility provider. Said utility easements are for all utilities now known, or presently unknown, for the Annexed Property.

B. (Electric Utilities.)

- 1) The City, so long as the Annexed Property is within its service territory, and so long as it operates its own electric system and is willing and able to provide electric service to the Annexed Property as shown and described in **Exhibits A and B**, shall be the sole provider of electric service to the Annexed Property.
- 2) The City shall extend, install and provide adequate underground electrical service to the Annexed Property according to the usual rules of the installation of such electrical services.
- 3) Owners and successors and assigns shall pay the monthly charges for electrical services which monthly charges shall not exceed those charged to others similarly situated in the City.
- 4) Should Owners desire to install street lights other than those normally provided by the City, the City shall install such lights as requested by Owners, and Owners agree to pay the difference

between the pole and light normally installed by the City and the actual pole and light requested by Owners or Developer.

- 5) Owners shall pay 100% of all electrical hook-up or tap-on fees, for electrical service provided to the Annexed Property unless waived by City.

C. (Water Utilities.)

- 1) The City, so long as it operates its own water distribution system and is willing and able to provide water service to the Annexed Property shown and described in **Exhibits A and B**, shall be the sole provider of potable water service to the Annexed Property.
- 2) Owners and successors and assigns shall pay the monthly charges for water service which monthly charges shall not exceed those charged to others similarly situated in the City.
- 3) Owners may attach water mains and water service connections to the City's water mains subject to the payment of the current hookup, tap-on or similar charge of the City unless waived by City.

D. (Sanitary Utilities.)

- 1) The City, so long as it operates its own sanitary sewer system and is willing and able to provide sanitary sewer service to the Annexed Property shown and described in **Exhibits A and B**, shall be the sole provider of sanitary sewer service to the Annexed Property.
- 2) Owners and successors and assigns may attach their sanitary sewer lines to the City sanitary sewer line to be constructed by the City subject to the payment of the current sewer hookup or tap-on charges of the City unless waived by City.
- 3) Owners or Developer and its successors and assigns shall pay the monthly charges for sanitary sewer service which monthly charges shall not exceed those charged to others similarly situated in the City.

E. (Highland Communication Services – utilities - internet services, cable television services, telephone services, and/or other HCS utilities)

- 1) The City, d/b/a Highland Communication Services (“HCS”), so long as it operates its own internet service, cable television service, telephone service, and/or service operation of any kind, and is willing and able to provide internet service, cable television service, telephone service, and/or service operation of any kind, to the

Annexed Property shown and described in **Exhibits A and B**, shall be given the last right of refusal to any contract offered by any other services provider for services of internet service, cable television service, telephone service, and/or service operation or any kind, to the Annexed Property shown and described in **Exhibits A and B**.

- 2) Owners and successors and assigns shall pay the HCS monthly charges for internet service, cable television service, telephone service, and/or service operation or any kind, which monthly charges shall not exceed those charged to others with HCS services similarly situated in the City.

12. (Time of the Essence.) It is understood and agreed by the parties hereto that time is of the essence regarding this Annexation Agreement, and that all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed by the parties hereto that the successful consummation of this Annexation Agreement requires their continued cooperation.

13. (Agreement. Binding on Successors; Term.) This Annexation Agreement shall be binding upon the parties hereto, their respective successors and assigns for a full term of twenty (20) years commencing on the date of execution hereof, as presently provided by statute. At such time the Annexed Property is annexed into the City, the current City Code and all applicable City Ordinances shall apply to the Annexed Property. And to the extent permitted thereby, it is agreed that in the event the annexation of the Annexed Property shown and described in **Exhibits A and B**, or the terms of this Annexation Agreement, be challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said term.

14. (Paragraph Titles.) Paragraph titles or captions contained in this Annexation Agreement are inserted only as a matter of convenience, and in no way do they define, modify, limit, extend or describe the scope of this Annexation Agreement, nor are they relevant to the intent to any of the provisions hereof.

15. (Warranty of Title.) Owners warrant that at the time of any public hearing on this Agreement and any annexation of the property shown and described in **Exhibits A and B**, that Owners are the sole and only owners of all of the record title of the said real estate. Owners warrant that the following are the only electors that live on the property:

PIN 02-1-18-29-17-301-003 – Blanche Small – Trustee of the property

PIN 02-1-18-29-17-301-003.001 – John Gantner – Owner of the property

Owners residing on the real estate shown and described in **Exhibits A and B** have been notified and have consented to the Annexation Agreement and Annexation, and that Owners have the full right to execute this Agreement and any conveyances required hereby.

16. (Miscellaneous.)

- A. (Amendment.) This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law and by the execution of said amendment by the Parties or their successors in interest.
- B. (Severability.) If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions; covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of Owners.
- C. (Entire Agreement.) This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

17. (Notices.) That any and all notices or requests given under this Agreement shall be in writing and delivered personally or by Certified, Return Receipt Requested U.S. Mail to:

- 1) City - City of Highland, 1115 Broadway, Highland, Illinois 62249
- 2) Owners:
  - a. John Gantner – 12443 State Route 143, Highland, Illinois 62249
  - b. Blanche Small – 12449 State Route 143, Highland, Illinois 62249

Said notices or requests will be deemed received, if mailed, the next business day after mailing.

### III. SPECIFIC AGREEMENTS.

To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in Section II above and the terms or provisions of this Section, the terms contained in this Section III shall govern and control.

18. (Stormwater Facilities.) Owners agree that, as a condition to the acceptance of this Annexation Agreement by the City of Highland, it will execute a Stormwater Drainage Facilities Maintenance Agreement with the City of Highland, Illinois (*See* agreement attached hereto as **Exhibit C**).

19. (Zoning.) After annexation, Owners shall apply for a change in zoning from R-1-C to C-3 for the Annexed Property. If the zoning change to C-3 is not approved by the Corporate Authorities, Owners may disconnect from City and City agrees not to challenge the disconnection.

20. (City Business District) City will apply to include the Annexed Property in the amended and expanded City Business District A. If the Annexed Property is not ultimately approved to be included in the amended and expanded City Business District A, Owners may disconnect from City and City agrees not to challenge the disconnection.

21. (Permit Fee Increases.) Any ordinance, resolution, or motion of the City imposing any new permit fees or increasing the amount of the existing permit fees, plan review and inspection fees, license fees not otherwise set by this Agreement, or any other fees imposed by the City that are applicable to or required to be paid by the Owners, any operators or occupant or any contractors, subcontractors, material suppliers, or other performing work or supplying materials in connection with jobs in any part of the real estate which is shown and described in **Exhibits A and B**, shall take effect regarding the Annexed Property immediately after the passage of the increase by the City Council. If during the term of this Agreement, any such fees applicable to any area in the City or to any particular type of work are reduced, the fees applicable to said real estate shall be reduced correspondingly.

22. City reserves the right to bring the Annexed Property within the boundaries of any business district, TIF district, enterprise zone, or any other recognized real estate area for purposes of generating additional tax revenue for City or providing any potential economic incentives to Owners or any successors, heirs and assigns.

IN WITNESS WHEREOF, the City has had its name subscribed hereto by its Mayor and has had its Corporate Seal affixed hereto and attested by its City Clerk by authority of its City Council and Owner has subscribed its name.

CITY OF HIGHLAND, ILLINOIS

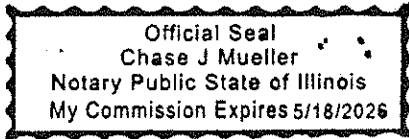
BY: \_\_\_\_\_  
KEVIN B. HEMANN, MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

Chase J. Mueller  
Chase j ~~\_\_\_\_\_~~

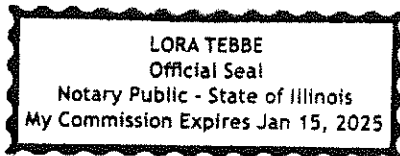
BY: John A. Gantner

John Gantner - 12443 State Route 143, Highland, Illinois 62249



BY: Blanche T. Small (Trustee)

Blanche Small - 12449 State Route 143, Highland, Illinois 62249



Lora Tebbe  
Lora Tebbe

**PETITION FOR ANNEXATION**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
HIGHLAND, ILLINOIS:

Your Petitioner, John A. Gantner, as owner of the property having PIN# 02-1-18-29-17-301-003.001, respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois, that the property described in Exhibit A attached hereto and made part hereof be annexed to the City of Highland of Madison County, Illinois, if and when a certain Annexation Agreement concerning this said real estate between Petitioner and said City be approved and executed by all parties.

Your petitioner respectfully represents and states as follows:

1. That the above described territory is not within the corporate limits of any municipality.
2. That the said territory is contiguous to the City limits of the City of Highland, Illinois.
3. That your petitioner is the sole owner of record of the said land and that John A. Gantner is the only elector residing on the said described territory.

WHEREFORE, your petitioner respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois that the above described territory may be annexed to the City of Highland, Madison County, Illinois, upon approval and execution of a certain Annexation Agreement concerning this real estate.

DATE: 5 August, 2022

PETITIONER:

  
\_\_\_\_\_

John A. Gantner



STATE OF ILLINOIS

COUNTY OF MADISON

St. Clair EP

SS

I, a Notary Public, in and for said county and state aforesaid, DO HEREBY CERTIFY, that John Gentner personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of August, 2022.



Notary Public



**PETITION FOR ANNEXATION**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS:

Your Petitioner, John L. and Elvina Gantner Trust, as owner of property having PIN# 02-1-18-29-17-301-003, respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois, that the property described in Exhibit A attached hereto and made part hereof be annexed to the City of Highland of Madison County, Illinois, if and when a certain Annexation Agreement concerning this said real estate between Petitioner and said City be approved and executed by all parties.

Your petitioner respectfully represents and states as follows:

1. That the above described territory is not within the corporate limits of any municipality.
2. That the said territory is contiguous to the City limits of the City of Highland, Illinois.
3. That your petitioner is the sole owner of record of the said land and that Blanche Small, Trustee, is the only elector residing on the said described territory.

WHEREFORE, your petitioner respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois that the above described territory may be annexed to the City of Highland, Madison County, Illinois, upon approval and execution of a certain Annexation Agreement concerning this real estate.

DATE: Aug 4, 2022.

PETITIONER:

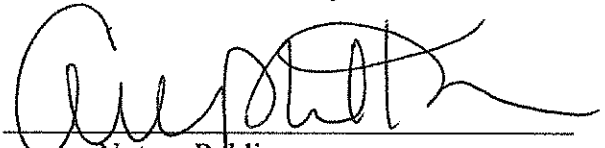
Blanche T. Small Trustee  
Blanche Small, Trustee

STATE OF ILLINOIS }  
COUNTY OF MADISON }

SS

I, a Notary Public, in and for said county and state aforesaid, DO HEREBY CERTIFY, that Bianca T. [unclear] personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of August, 2022

  
\_\_\_\_\_  
Notary Public





# City of Highland

August 22, 2022

To: Chris Conrad, City Manager

From: Breann Vazquez, Director of Community Development

RE: Annexation Agreement – 12443 & 12449 State Route 143

I recommend that the City Council approve an annexation agreement with John Gantner and John L. Gantner and Elvina A. Gantner Trust for 12443 & 12449 State Route 143. These are two parcels consisting of a total of 3.20 acres to the north of State Route 143, as shown below.

The annexation agreement states that the property owner will annex the parcel if rezoning from R-1-C to C-3 is approved and the parcel is included into the business district at the time of annexation. The annexation agreement allows the property owner to disconnect in the event that the rezoning or inclusion into the business district is not granted.

The annexation agreement is needed in order to include this parcel into our upcoming amended business district proposal.



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

**RESOLUTION APPROVING ANNEXATION AGREEMENT WITH  
MRE PORTFOLIO ONE, 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, MRE Portfolio One, LLC, hereinafter "Owner," desires to enter an annexation agreement with City; and

WHEREAS, Owner is the owner of record of certain land shown on the deed attached hereto as **Exhibit A**; and

WHEREAS, Owner is the owner of record of certain land shown on the plat of annexation attached hereto as **Exhibit B**, and described below:

All that part of the following described real estate that lies North of the center line of what is commonly known as new U.S. Route 40, to wit:

The South 60 acres of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian,

ALSO,

The North 30 acres of the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1) Tract conveyed to George Suppiger by Deed dated November 10, 1924 and recorded in Book 527 page 586, described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian, bonded as follows: Commencing at a point on the quarter section line of Said Section Thirty-Two (32), forty-five (45) links West and eleven hundred eighteen (1118) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland, as platted and recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 7 at Page 22, and running thence North 1 degree 30 minutes West, on said quarter section line, one hundred eighty (180) links; thence North 88 degrees 45 minutes East, forty-five (45) links to stake set for the east line of the Highland and Marine Road; thence North 54 degrees 00 minutes East two hundred forty-five (245) links; thence South 87 degrees 30 minutes East six hundred forty-eight (648) links; thence South 2 degrees 00 minutes East two hundred seventy-eight (278) links; thence South 88 degrees 45 minutes West eight hundred ninety-two (892) links to the place of beginning.

2) Tract conveyed to Clarence L. Brook by Deed dates May 28, 1925 and recorded in Book 542 Page 407, described as: A part of the Northeast Quarter of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal; Meridian bounded as follows:

Commencing at a point on the quarter section line of said section, forty-five (45) links West and thirteen hundred twenty-eight (1328) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to the City of Highland and running thence East forty-five (45) links to concrete monument; thence North 64 degrees 00 minutes East two hundred forty-two (242) links; thence South 87 degrees 00 minutes East, six hundred forty-seven (647) links; thence North 2 degrees 00 minutes West, two hundred sixty (260) links; thence South 89 degrees 00 minutes West eight hundred ninety one (891) links to the quarter section line; thence South on said line three hundred sixty-eight (368) links to the place of beginning.

3) Tract conveyed to Wallace Launer by Deed dated April 16, 1924 and recorded in Book 527 Page 184 described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian as follows: Commencing at a point on the Quarter Section line of said Section Thirty-two (32), thirty (30) feet West of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland as platted and recorded in the North line of Adams Street, now known as First Street, eight hundred ninety four (894) links, thence North line, eight hundred ninety-four (894) links to the quarter section line, being the center of the Highland and Marine Road, thence South on the quarter section line which bears South 1 degree 30 minutes East, eleven Hundred eighteen (1118) links to the place of beginning.

4) Tract conveyed to the County of Madison, State of Illinois by Warranty Deed dated April 13, 1952 and recorded in Book 1771 Page 383, described as: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, conveyed to the Grantors herein by Deed recorded in Deed Book 1653 at Page 203 of the Records of the Recorder of Deeds of Madison County Illinois, described as follows: All that part of the above described land lying within the limits of the right of way for a highway known as State Aid Route 4-B, Section 86-M.F.T., as said highway is located and surveyed by the Superintendent of Highways of Madison County, Illinois and as shown by plat recorded in Road Record Book 7 at Page 116 of the Records of the Recorder of Deeds of Madison County, Illinois, containing 0.32 of an acre, more or less, exclusive of the right of way of the existing highway.

5) Tract conveyed to Section 32 Properties, LTD, as an Illinois Corporation, by Deed dated January 4, 1982 and recorded in Book 3212 Page 405, described as follows: Beginning at an iron rod at the Southwest corner of Lot 5 of Northtown East No. 4; thence along the South line of said Lot 5, South 89 degrees 29 minutes East, a distance of 276.71 feet to the Southeast corner of said Lot 5, thence along the South line of Lot 1 of Northtown East No. 4, South 89 degrees 29 minutes East, a distance of 14.59 feet to a point; thence South 00 degrees 02 minutes East a distance of 418.69 feet to a point; thence North 89 degrees 29 minutes West a distance of 102.85 feet to a concrete monument; thence North 89 degrees 29 minutes West a distance of 547.15 feet to a point on the east right of way line of Illinois Route 143; thence along said right of way line North 00 degrees 02 minutes West a distance of 418.69 feet to a concrete monument; thence leaving said right of way line South 89 degrees 29 minutes East a distance of 358.70 feet to the point of beginning.

6) Tract conveyed to Section 32 Properties, LTD, as Illinois Corporation, by Deed dated March 18, 1983 and recorded in Book 3243 Page 203, described as follows: Beginning at an iron rod by a concrete right of way marker on the West right of way line of Illinois Route 160 at its intersection

with the Northerly right of way line of U.S. Route 40, 2426.36 feet South of the North line of said Section 32; thence along the Northerly right of way line of U.S. Route 40 the following courses and distance; South 58 degrees 26 minutes 30 seconds West 75.88 feet to an iron rod by a right of way marker; thence North 13 degrees 00 minutes 54 seconds West 10 feet to a right of way marker; thence South 76 degrees 59 minutes 06 seconds West 122.50 feet to an iron rod; thence leaving said right of way North and parallel to the West right of way line of Illinois Route 160, 516.02 feet to an iron rod; thence East at right angles to the previous course 465.25 feet to an iron rod on the West right of way line of Illinois Route 160; thence South along said right of way line 393.97 feet to the point of beginning.

7) Tract of land conveyed to Central Bank by Deed dated October 28, 1994 and recorded November 2, 1994 in Book 3922 Page 1401, described as follows: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of said Quarter; thence Northerly along the West line of said Quarter having a platted bearing of North 00 degrees 03 minutes 15 seconds Easterly right of way line of Illinois Route 143 being the point of beginning thence North 56 degrees 40 minutes 43 seconds East 145.63 feet; thence South 55 degrees 01 minutes 48 seconds West 147.10 feet to a point on the said Westerly right of way line; thence North 00 degrees 03 minutes 15 seconds West along said Westerly right of way line 23.93 feet to the point of beginning.

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

Situated in Madison County, Illinois

PPN: 02-1-18-32-02-202-006

hereinafter “Annexed Property”; and

WHEREAS, Owner intends to develop the Annexed Property subsequent to the Annexed Property being annexed into City; and

WHEREAS, Owner agrees the Annexed Property is subject to a stormwater agreement subsequent to the Annexed Property being annexed into City (*See Exhibit C*); and

WHEREAS, the Annexed Property is contiguous to the Corporate Limits of City; and

WHEREAS, the Annexed Property is not currently a part of any other city, town, or village, and may be annexed to City as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, Owner desires to have the Annexed Property shown and described *supra*, and described in **Exhibits A and B**, annexed to City upon certain terms and conditions set out in the Annexation Agreement attached hereto as **Exhibit D** (“Annexation Agreement”); and

WHEREAS, City has determined it to be in the best interests of City to enter into the Annexation Agreement, pursuant to the provisions of Section 11-15.1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*); City fixed a date and time for a public hearing on this proposed Annexation Agreement; City published notice of that date and time “not more than 30 nor less than 15 days before the date fixed for the hearing” (as required by Section 11-15.1-3 of the Illinois Municipal Code [65 ILCS 5/11-15.1-3]); City conducted the public hearing; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to enter into the Annexation Agreement (**Exhibit D**) with Owner; and

WHEREAS, City has determined the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute the Annexation Agreement attached hereto as **Exhibit D**.

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

*Section 1.* That the foregoing recitals be and are hereby incorporated in this Resolution.

*Section 2.* That the Mayor and/or City Manager is authorized and directed, on behalf of City, to execute the Annexation Agreement attached hereto as **Exhibit D**.

*Section 3.* That this Resolution shall be known as Resolution No. \_\_\_\_\_ and shall be in full force and effect from and after its passage.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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



**THIS INSTRUMENT PREPARED BY**  
**AND AFTER RECORDING IS TO BE RETURNED TO:**  
**VERTUASSETS FOUNDATION, INC**  
**P.O. BOX 448**  
**ALPHARETTA, GA 30009-0448**

Permanent Parcel I.D. No. 02-1-18-32-02-202-006

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**WARRANTY DEED OF GIFT**

**THIS WARRANTY DEED OF GIFT** (this "Deed") is made this 29th day of December 2021 by **LOIS J. BENSON**, an individual resident of Nebraska with a mailing address of **9550 Prairie Wind Rd, Lincoln , Nebraska 68516** (hereinafter referred to as "Donor"), to **VertuAssets Foundation, Inc.** (hereinafter referred to as "Donee"), a Georgia non-profit corporation and a tax-exempt organization and public charity pursuant to Sections 501(c)(3) and 509(a) of the Internal Revenue Code, whose address is P.O. Box 448, Alpharetta, GA 30009 (the words "Donor" and "Donee" to include their respective heirs, successors, legal representatives, and assigns).

**W I T N E S S E T H:**

**FOR NO CONSIDERATION** but instead as a charitable contribution, and with charitable intent, Donor by these presents hereby gifts, donates, gives and conveys unto Donee a **25% undivided interest in the donor owned 50% undivided interest** in that certain real property located in Madison County, Illinois, to wit:

All that part of the following described real estate that lies North of the center line of what is commonly known as new U.S. Route 40, to wit:

The South 60 acres of the Northeast Quarter of Section 32, Township 4 Northm, Range 5 West of the Third Principal Meridian,

ALSO, the North 30 acres of the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian;

EXCEPT THE FOLLOWING DESCRIBED TRACTS;

(1) Tract conveyed to George Suppiger by deed dated November 10, 1924 and recorded in Book 527 Page 586;

(2) Tract conveyed to Clarence L. Brook by deed dated May 28, 1925 and recorded in Book 542 Page 407;

(3) Tract conveyed to Wallace Launer by deed dated April 16, 1924 and recorded in Book 527 Page 184

(4) Tract conveyed to the County of Madison, State of Illinois by Warranty Deed dated April 13, 1952 and recorded in Book 1771 Page 383;

(5) Tract conveyed to Section 32 Properties, LTD.; an Illinois Corporation, by deed dated January 4, 1982 and recorded in Book 3212 Page 405, described as follows:

IN WITNESS WHEREOF, Donor has executed this Deed under seal on the date set forth above.

DONOR:

Lois J. Benson  
Lois J. Benson

STATE OF NEBRASKA  
COUNTY OF Lancaster

I, Katy Stege, Notary Public, do hereby certify that  
Lois Benson, personally appeared before me this day and acknowledged the due execution of  
the foregoing instrument on behalf of such Donor.

Witness my hand and official seal this 29 day of December, 2021.

(NOTARY SEAL OR STAMP)

Katy Stege  
Notary Public

Date My Commission Expires: June 12, 2023





THIS IS A LEGAL DOCUMENT - CONSULT YOUR PRIVATE ATTORNEY
AFFIDAVIT TO COMPLY WITH PLAT ACT AND TRACT
SURVEY REQUIREMENTS

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

- (X) A. NOT A DIVISION OF LAND (parcel lines unchanged)
( ) C. DIVISION FOR TAXING PURPOSES ONLY (parcel lines change)
( ) B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT:

- 1. A DIVISION OR SUBDIVISION OF LAND INTO TRACTS OF 5 ACRES OR MORE NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS WITH A MINIMUM OF FIVE (5) ACRES RESIDUE OR GRANDFATHERED UNDER PRIOR APPROVED PLAT BY LAND USE COMMITTEE;
2. A DIVISION OR LOTS OR BLOCKS OF LESS THAN 1 ACRE IN A RECORDED SUBDIVISION NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;
3. A SALE OR EXCHANGE OF LAND BETWEEN OWNERS OF ADJOINING AND CONTIGUOUS LAND;
4. A CONVEYANCE OF LAND FOR USE AS A RIGHT OF WAY FOR PUBLIC UTILITIES AND OTHER PIPELINES NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;
5. A CONVEYANCE OF LAND OWNED BY A PUBLIC UTILITY NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;
6. A CONVEYANCE OF LAND FOR HIGHWAY OR OTHER PUBLIC PURPOSE OR RELATING TO A DEDICATION OF LAND FOR OR VACATION OF LAND SUBJECT TO A PUBLIC USE;
7. A CONVEYANCE TO CORRECT DESCRIPTION IN PRIOR CONVEYANCE;
8. THE SALE OR EXCHANGE OF PARCELS OF LAND FOLLOWING THE DIVISION INTO NO MORE THAN 2 PARTS OF A PARCEL EXISTING ON 7/17/59 AND INVOLVING NO NEW STREETS OR EASEMENTS OF ACCESS;
9. THE SALE OF A SINGLE LOT/TRACT LESS THAN 5 ACRES FROM A LARGER TRACT. (EXCEPTION ONLY APPLIES TO THE 1ST LOT CONVEYED UNDER 5 ACRES FROM A LARGER TRACT AS IT EXISTED ON 10/1/73). (THE SINGLE TRACT OF LESS THAN 5 ACRES MUST HAVE BEEN SURVEYED BY AN ILLINOIS REGISTERED LAND SURVEYOR WHOSE SURVEY MUST HAVE BEEN RECORDED OR ACCOMPANY THE DEED.)

IF "A" IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS NOT REQUIRED.
IF "B OR C" IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under penalties of perjury I swear that the statements contained here are true and correct.

X By: \_\_\_\_\_ Date: 3/1/22

H220103

Subscribed and sworn to before me: \_\_\_\_\_

3/1/22

[Signature of Kelli R Hanebrink]
Notary Public



All divisions of less than 2 acres within the County jurisdiction must be reviewed by the Madison County Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) \_\_\_\_\_ Please Check One ( ) Municipality Jurisdiction ( ) County Jurisdiction

Municipality(s) With Jurisdiction \_\_\_\_\_

Municipal Planning Officials Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Municipal Planning Officials Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## WARRANTY DEED TO LIMITED LIABILITY COMPANY

THIS INDENTURE WITNESSETH, That the Grantor

Lois J. Benson, a married person, an undivided 37.5% interest

for and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to

**MRE Portfolio One, LLC, and Illinois limited liability company**

a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Illinois, whose address is: **6538 W. Dakin St, Chicago, IL 60634**

the following described real estate commonly known as **State Route 143, Highland** See Exhibit A for **Legal Description**

situated in the County of **Madison** in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.



## Exhibit A

All that part of the following described real estate that lies North of the center line of what is commonly known as new U.S. Route 40, to-wit:

The South 60 acres of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian,

ALSO,

The North 30 acres of the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1) Tract conveyed to George Suppiger by Deed dated November 10, 1924 and recorded in Book 527 Page 586, described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian, bounded as follows: Commencing at a point on the quarter section line of said Section Thirty-two (32), forty-five (45) links West and eleven hundred eighteen (1118) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland, as platted and recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 7 at Page 22, and running thence North 1 degree 30 minutes West, on said quarter section line, one hundred eighty (180) links; thence North 88 degrees 45 minutes East, forty-five (45) links to stake set for the east line of the Highland and Marine Road; thence North 54 degrees 00 minutes East two hundred forty-five (245) links; thence South 87 degrees 30 minutes East six hundred forty-eight (648) links; thence South 2 degrees 00 minutes East two hundred seventy-eight (278) links; thence South 88 degrees 45 minutes West eight hundred ninety-two (892) links to the place of beginning.

2) Tract conveyed to Clarence L. Brook by Deed dated May 28, 1925 and recorded in Book 542 Page 407, described as: A part of the Northeast Quarter of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian bounded as follows: Commencing at a point on the quarter section line of said section, forty-five (45) links West and thirteen hundred twenty-eight (1328) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to the City of Highland and running thence East forty-five (45) links to concrete monument; thence North 64 degrees 00 minutes East two hundred forty-two (242) links; thence South 87 degrees 00 minutes East, six hundred forty-seven (647) links; thence North 2 degrees 00 minutes West, two hundred sixty (260) links; thence South 89 degrees 00 minutes West eight hundred ninety one (891) links to the quarter section line; thence South on said line three hundred sixty-eight (368) links to the place of beginning.

3) Tract conveyed to Wallace Launer by Deed dated April 16, 1924 and recorded in Book 527 Page 184 described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian as follows: Commencing at a point on the Quarter Section line of said Section Thirty-two (32), thirty (30) feet West of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland as platted and recorded in the Recorder's Office of Madison County, Illinois in Plat Book 7 at Page 22, and running thence East on the North line of Adams Street, now known as First Street, eight hundred ninety four (894) links, thence North 1 degree 20 minutes West, eleven hundred eighteen (1118) links; thence West parallel with the south line, eight hundred ninety-four (894) links to the quarter section line, being the center of the Highland and Marine Road, thence South on the quarter section line which bears South 1 degree 30 minutes East, eleven hundred eighteen (1118) links to the place of beginning.

4) Tract conveyed to the County of Madison, State of Illinois by Warranty Deed dated April 13, 1952 and recorded in Book 1771 Page 383, described as: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, conveyed to the Grantors herein by Deed

recorded in Deed Book 1653 at Page 203 of the Records of the Recorder of Deeds of Madison County, Illinois, described as follows: All that part of the above described land lying within the limits of the right of way for a highway known as State Aid Route 4-B, Section 86-M.F.T., as said highway is located and surveyed by the Superintendent of Highways of Madison County, Illinois and as shown by plat recorded in Road Record Book 7 at Page 116 of the Records of the Recorder of Deeds of Madison County, Illinois, containing 0.32 of an acre, more or less, exclusive of the right of way of the existing highway.

5) Tract conveyed to Section 32 Properties, LTD, an Illinois Corporation, by Deed dated January 4, 1982 and recorded in Book 3212 Page 405, described as follows: Beginning at an iron rod at the Southwest corner of Lot 5 of Northtown East No. 4; thence along the South line of said Lot 5, South 89 degrees 29 minutes East, a distance of 276.71 feet to the Southeast corner of said Lot 5; thence along the South line of Lot 1 of Northtown East No. 4, South 89 degrees 29 minutes East, a distance of 14.59 feet to a point; thence South 00 degrees 02 minutes East a distance of 418.69 feet to a point; thence North 89 degrees 29 minutes West a distance of 102.85 feet to a concrete monument; thence North 89 degrees 29 minutes West a distance of 547.15 feet to a point on the east right of way line of Illinois Route 143; thence along said right of way line North 00 degrees 02 minutes West a distance of 418.69 feet to a concrete monument; thence leaving said right of way line South 89 degrees 29 minutes East a distance of 358.70 feet to the point of beginning.

6) Tract conveyed to Section 32 Properties, LTD, an Illinois Corporation, by Deed dated March 18, 1983 and recorded in Book 3243 Page 203, described as follows: Beginning at an iron rod by a concrete right of way marker on the West right of way line of Illinois Route 160 at its intersection with the Northerly right of way line of U.S. Route 40, 2426.36 feet South of the North line of said Section 32; thence along the Northerly right of way line of U.S. Route 40 the following courses and distances; South 58 degrees 26 minutes 30 seconds West 75.88 feet to an iron rod by a right of way marker; thence South 76 degrees 59 minutes 06 seconds West 286.35 feet to a right of way marker; thence North 13 degrees 00 minutes 54 seconds West 10 feet to a right of way marker; thence South 76 degrees 59 minutes 06 seconds West 122.50 feet to an iron rod; thence leaving said right of way North and parallel to the West right of way line of Illinois Route 160, 516.02 feet to an iron rod; thence East at right angles to the previous course 465.25 feet to an iron rod on the West right of way line of Illinois Route 160; thence South along said right of way line 393.97 feet to the point of beginning.

7) Tract of land conveyed to Central Bank by Deed dated October 28, 1994 and recorded November 2, 1994 in Book 3922 Page 1401, described as follows: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of said Quarter; thence Northerly along the West line of said Quarter having a platted bearing of North 00 degrees 03 minutes 15 seconds West 367.16 feet; thence North 89 degrees 56 minutes 45 seconds East 40.00 feet to a point on the Easterly right of way line of Illinois Route 143 being the point of beginning; thence North 56 degrees 40 minutes 43 seconds East 145.63 feet; thence South 85 degrees 42 minutes 10 seconds East 427.02 feet; thence South 00 degrees 12 minutes 59 seconds East 20.06 feet; thence, North 85 degrees 39 minutes 18 seconds West 428.26 feet; thence South 55 degrees 01 minutes 48 seconds West 147.10 feet to a point on the said Westerly right of way line; thence North 00 degrees 03 minutes 15 seconds West along said Westerly right of way line 23.93 feet to the point of beginning.

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

Situated in Madison County, Illinois

PPN: 02-1-18-32-02-202-006



THIS IS A LEGAL DOCUMENT - CONSULT YOUR PRIVATE ATTORNEY
AFFIDAVIT TO COMPLY WITH PLAT ACT AND TRACT
SURVEY REQUIREMENTS

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

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IF "B OR C" IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under penalties of perjury I swear that the statements contained here are true and correct.

Lois J Benson X By: [Signature] Date: 3.1.22

H220103

Subscribed and sworn to before me: March 1, 2022 by Lois J Benson

[Signature]
Notary Public



All divisions of less than 2 acres within the County jurisdiction must be reviewed by the Madison County Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) \_\_\_\_\_ Please Check One ( ) Municipality Jurisdiction ( ) County Jurisdiction
Municipality(s) With Jurisdiction \_\_\_\_\_

Municipal Planning Officials Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Municipal Planning Officials Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_



## CORPORATION WARRANTY DEED

THIS INDENTURE WITNESSETH, That the

Grantor:

**VertuAssets Foundation, Inc., a Georgia non-profit corporation, all their interest**

a corporation duly organized and existing under and by virtue of the laws of the State of **Georgia**, and duly authorized to transact business in the State where the following described real estate is located, for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to

Grantee:

**MRE Portfolio One, LLC, and Illinois limited liability company**

whose address is: **6538 W. Dakin St, Chicago, IL 60634**

the following described real estate commonly known as **State Route 143, Highland** See **Exhibit A for Legal Description**

situated in the County of **Madison** in the State of Illinois.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be affixed hereto, and has caused its name to be signed by the parties below on this 26 day of February, 2022.

VertuAssets Foundation, Inc., a Georgia non-profit corporation

By: \_\_\_\_\_  
Pamela Pugh, President

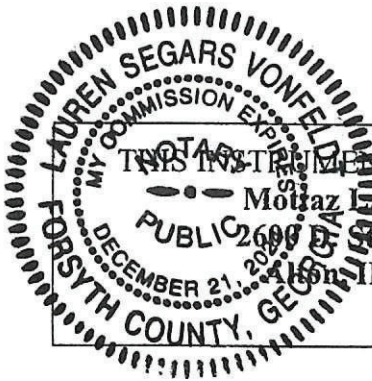
STATE OF Georgia )  
COUNTY OF Fulton ) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Pamela Pugh of said corporation, to me known to be the person(s) described in and who executed the foregoing instrument, appeared before me this day in person and severally acknowledged that in their respective positions as President she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26<sup>th</sup> day of February, 2022.

My commission expires: 12-21-24

\_\_\_\_\_  
Notary Public



<p>THIS INSTRUMENT PREPARED BY Mottaz Law Office 2690 State Street Atlanta, GA 30329 IL 62002</p>	<p>FUTURE TAX BILLS should be sent to: MRE Portfolio One, LLC, and Illinois limited liability company 6538 W. Dakin St Chicago, IL 60634</p>
---	--

**PLEASE RETURN THIS DOCUMENT TO:**  
  
Re: H220103  
  
Highland Community Title, LLC  
901 Main Street  
Highland, IL 62249

## Exhibit A

All that part of the following described real estate that lies North of the center line of what is commonly known as new U.S. Route 40, to-wit:

The South 60 acres of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian,

ALSO,

The North 30 acres of the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

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- 2) Tract conveyed to Clarence L. Brook by Deed dated May 28, 1925 and recorded in Book 542 Page 407, described as: A part of the Northeast Quarter of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian bounded as follows: Commencing at a point on the quarter section line of said section, forty-five (45) links West and thirteen hundred twenty-eight (1328) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to the City of Highland and running thence East forty-five (45) links to concrete monument; thence North 64 degrees 00 minutes East two hundred forty-two (242) links; thence South 87 degrees 00 minutes East, six hundred forty-seven (647) links; thence North 2 degrees 00 minutes West, two hundred sixty (260) links; thence South 89 degrees 00 minutes West eight hundred ninety one (891) links to the quarter section line; thence South on said line three hundred sixty-eight (368) links to the place of beginning.
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Situated in Madison County, Illinois

PPN: 02-1-18-32-02-202-006



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X By: [Signature] Date: 2-26-22
Parvula Pugh for
Vester Assets Foundation

H220103

Subscribed and sworn to before me on



[Signature]
Notary Public

All divisions of less than 2 acres within the County jurisdiction must be reviewed by the Madison County Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) \_\_\_\_\_ Please Check One ( ) Municipality Jurisdiction ( ) County Jurisdiction

Municipality(s) With Jurisdiction \_\_\_\_\_

Municipal Planning Officials Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Municipal Planning Officials Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**TRUSTEE'S DEED**

THIS INDENTURE, made this 1<sup>st</sup> day of March, 2022, between  
Grantor hereunder:

**Karen L. Nickerson Revocable Living Trust (Restated) dated February 12, 2018, as their interest appears of record**

And, Grantee hereunder:

**MRE Portfolio One, LLC, and Illinois limited liability company**

whose address is **6538 W. Dakin St, Chicago, IL 60634**

WITNESSETH, That Grantor in consideration of the sum of Ten Dollars, and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said Grantee, the following described real estate, situated in **Madison** County, Illinois and commonly known as **State Route 143, Highland See Exhibit A for Legal Description**

together with the hereditaments, tenements and appurtenances thereunto belonging.  
TO HAVE AND TO HOLD the same unto said Grantee, and his, her or their heirs and assigns forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage and every other lien against said premises (if any there be) of record in said county given to secure the payment

of money, and remaining unreleased at the date of the delivery hereof and all unpaid taxes and special assessments now, or hereafter to be made, a charge or lien against said premises.

IN WITNESS WHEREOF, said Grantor, as trustee, has hereunto set her hand and seal this 1st day of March, 20 22.

Karen L. Nickerson

Karen L. Nickerson, Not personally but as Trustee as Aforesaid

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Karen L. Nickerson** Trustee(s) under the provisions of a trust agreement dated **February 12, 2018**, known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument of writing as his, her, their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of March, 20 22.

My commission expires:



[Signature]  
Notary Public

<p>THIS INSTRUMENT PREPARED BY <b>Mottaz Law Office</b> 2600 D. State Street Alton, IL 62002</p>	<p>FUTURE TAX BILLS should be sent to: MRE Portfolio One, LLC, and Illinois limited liability company 6538 W. Dakin St Chicago, IL 60634</p>
--	--

PLEASE RETURN THIS DOCUMENT TO:  
Re: H220103  
Highland Community Title, LLC  
901 Main Street  
Highland, IL 62249

## Exhibit A

All that part of the following described real estate that lies North of the center line of what is commonly known as new U.S. Route 40, to-wit:

The South 60 acres of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian,

ALSO,

The North 30 acres of the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1) Tract conveyed to George Suppiger by Deed dated November 10, 1924 and recorded in Book 527 Page 586, described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian, bounded as follows: Commencing at a point on the quarter section line of said Section Thirty-two (32), forty-five (45) links West and eleven hundred eighteen (1118) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland, as platted and recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 7 at Page 22, and running thence North 1 degree 30 minutes West, on said quarter section line, one hundred eighty (180) links; thence North 88 degrees 45 minutes East, forty-five (45) links to stake set for the east line of the Highland and Marine Road; thence North 54 degrees 00 minutes East two hundred forty-five (245) links; thence South 87 degrees 30 minutes East six hundred forty-eight (648) links; thence South 2 degrees 00 minutes East two hundred seventy-eight (278) links; thence South 88 degrees 45 minutes West eight hundred ninety-two (892) links to the place of beginning.

2) Tract conveyed to Clarence L. Brook by Deed dated May 28, 1925 and recorded in Book 542 Page 407, described as: A part of the Northeast Quarter of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian bounded as follows: Commencing at a point on the quarter section line of said section, forty-five (45) links West and thirteen hundred twenty-eight (1328) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to the City of Highland and running thence East forty-five (45) links to concrete monument; thence North 64 degrees 00 minutes East two hundred forty-two (242) links; thence South 87 degrees 00 minutes East, six hundred forty-seven (647) links; thence North 2 degrees 00 minutes West, two hundred sixty (260) links; thence South 89 degrees 00 minutes West eight hundred ninety one (891) links to the quarter section line; thence South on said line three hundred sixty-eight (368) links to the place of beginning.

3) Tract conveyed to Wallace Launer by Deed dated April 16, 1924 and recorded in Book 527 Page 184 described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian as follows: Commencing at a point on the Quarter Section line of said Section Thirty-two (32), thirty (30) feet West of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland as platted and recorded in the Recorder's Office of Madison County, Illinois in Plat Book 7 at Page 22, and running thence East on the North line of Adams Street, now known as First Street, eight hundred ninety four (894) links, thence North 1 degree 20 minutes West, eleven hundred eighteen (1118) links; thence West parallel with the south line, eight hundred ninety-four (894) links to the quarter section line, being the center of the Highland and Marine Road, thence South on the quarter section line which bears South 1 degree 30 minutes East, eleven hundred eighteen (1118) links to the place of beginning.

4) Tract conveyed to the County of Madison, State of Illinois by Warranty Deed dated April 13, 1952 and recorded in Book 1771 Page 383, described as: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, conveyed to the Grantors herein by Deed recorded in Deed Book 1653 at Page 203 of the Records of the Recorder of Deeds of Madison County,



Illinois, described as follows: All that part of the above described land lying within the limits of the right of way for a highway known as State Aid Route 4-B, Section 86-M.F.T., as said highway is located and surveyed by the Superintendent of Highways of Madison County, Illinois and as shown by plat recorded in Road Record Book 7 at Page 116 of the Records of the Recorder of Deeds of Madison County, Illinois, containing 0.32 of an acre, more or less, exclusive of the right of way of the existing highway.

5) Tract conveyed to Section 32 Properties, LTD, an Illinois Corporation, by Deed dated January 4, 1982 and recorded in Book 3212 Page 405, described as follows: Beginning at an iron rod at the Southwest corner of Lot 5 of Northtown East No. 4; thence along the South line of said Lot 5, South 89 degrees 29 minutes East, a distance of 276.71 feet to the Southeast corner of said Lot 5; thence along the South line of Lot 1 of Northtown East No. 4, South 89 degrees 29 minutes East, a distance of 14.59 feet to a point; thence South 00 degrees 02 minutes East a distance of 418.69 feet to a point; thence North 89 degrees 29 minutes West a distance of 102.85 feet to a concrete monument; thence North 89 degrees 29 minutes West a distance of 547.15 feet to a point on the east right of way line of Illinois Route 143; thence along said right of way line North 00 degrees 02 minutes West a distance of 418.69 feet to a concrete monument; thence leaving said right of way line South 89 degrees 29 minutes East a distance of 358.70 feet to the point of beginning.

6) Tract conveyed to Section 32 Properties, LTD, an Illinois Corporation, by Deed dated March 18, 1983 and recorded in Book 3243 Page 203, described as follows: Beginning at an iron rod by a concrete right of way marker on the West right of way line of Illinois Route 160 at its intersection with the Northerly right of way line of U.S. Route 40, 2426.36 feet South of the North line of said Section 32; thence along the Northerly right of way line of U.S. Route 40 the following courses and distances; South 58 degrees 26 minutes 30 seconds West 75.88 feet to an iron rod by a right of way marker; thence South 76 degrees 59 minutes 06 seconds West 286.35 feet to a right of way marker; thence North 13 degrees 00 minutes 54 seconds West 10 feet to a right of way marker; thence South 76 degrees 59 minutes 06 seconds West 122.50 feet to an iron rod; thence leaving said right of way North and parallel to the West right of way line of Illinois Route 160, 516.02 feet to an iron rod; thence East at right angles to the previous course 465.25 feet to an iron rod on the West right of way line of Illinois Route 160; thence South along said right of way line 393.97 feet to the point of beginning.

7) Tract of land conveyed to Central Bank by Deed dated October 28, 1994 and recorded November 2, 1994 in Book 3922 Page 1401, described as follows: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of said Quarter; thence Northerly along the West line of said Quarter having a platted bearing of North 00 degrees 03 minutes 15 seconds West 367.16 feet; thence North 89 degrees 56 minutes 45 seconds East 40.00 feet to a point on the Easterly right of way line of Illinois Route 143 being the point of beginning; thence North 56 degrees 40 minutes 43 seconds East 145.63 feet; thence South 85 degrees 42 minutes 10 seconds East 427.02 feet; thence South 00 degrees 12 minutes 59 seconds East 20.06 feet; thence, North 85 degrees 39 minutes 18 seconds West 428.26 feet; thence South 55 degrees 01 minutes 48 seconds West 147.10 feet to a point on the said Westerly right of way line; thence North 00 degrees 03 minutes 15 seconds West along said Westerly right of way line 23.93 feet to the point of beginning.

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

Situated in Madison County, Illinois

PPN: 02-1-18-32-02-202-006



THIS IS A LEGAL DOCUMENT - CONSULT YOUR PRIVATE ATTORNEY
AFFIDAVIT TO COMPLY WITH PLAT ACT AND TRACT
SURVEY REQUIREMENTS

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

( X ) A. NOT A DIVISION OF LAND (parcel lines unchanged) ( ) C. DIVISION FOR TAXING PURPOSES ONLY (parcel lines change)

( ) B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT:

- 1. A DIVISION OR SUBDIVISION OF LAND INTO TRACTS OF 5 ACRES OR MORE NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS WITH A MINIMUM OF FIVE (5) ACRES RESIDUE OR GRANDFATHERED UNDER PRIOR APPROVED PLAT BY LAND USE COMMITTEE;
2. A DIVISION OR LOTS OR BLOCKS OF LESS THAN 1 ACRE IN A RECORDED SUBDIVISION NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;
3. A SALE OR EXCHANGE OF LAND BETWEEN OWNERS OF ADJOINING AND CONTIGUOUS LAND;
4. A CONVEYANCE OF LAND FOR USE AS A RIGHT OF WAY FOR PUBLIC UTILITIES AND OTHER PIPELINES NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;
5. A CONVEYANCE OF LAND OWNED BY A PUBLIC UTILITY NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;
6. A CONVEYANCE OF LAND FOR HIGHWAY OR OTHER PUBLIC PURPOSE OR RELATING TO A DEDICATION OF LAND FOR OR VACATION OF LAND SUBJECT TO A PUBLIC USE;
7. A CONVEYANCE TO CORRECT DESCRIPTION IN PRIOR CONVEYANCE;
8. THE SALE OR EXCHANGE OF PARCELS OF LAND FOLLOWING THE DIVISION INTO NO MORE THAN 2 PARTS OF A PARCEL EXISTING ON 7/17/59 AND INVOLVING NO NEW STREETS OR EASEMENTS OF ACCESS;
9. THE SALE OF A SINGLE LOT/TRACT LESS THAN 5 ACRES FROM A LARGER TRACT. (EXCEPTION ONLY APPLIES TO THE 1ST LOT CONVEYED UNDER 5 ACRES FROM A LARGER TRACT AS IT EXISTED ON 10/1/73). (THE SINGLE TRACT OF LESS THAN 5 ACRES MUST HAVE BEEN SURVEYED BY AN ILLINOIS REGISTERED LAND SURVEYOR WHOSE SURVEY MUST HAVE BEEN RECORDED OR ACCOMPANY THE DEED.)

IF "A" IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS NOT REQUIRED.
IF "B OR C" IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under penalties of perjury I swear that the statements contained here are true and correct.

X By: Karen J. Necherson Date: 3-1-22

H220103

Subscribed and sworn to before me: 3-1-22

Kelli R Hanebrink
Notary Public



All divisions of less than 2 acres within the County jurisdiction must be reviewed by the Madison County Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) Please Check One ( ) Municipality Jurisdiction ( ) County Jurisdiction

Municipality(s) With Jurisdiction

Municipal Planning Officials Signature Print Name Date

Municipal Planning Officials Signature Print Name Date

# ANNEXATION PLAT

PART OF THE NORTHEAST QUARTER OF SECTION 32, ALSO PART OF THE SOUTHEAST QUARTER OF SECTION 32 TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS.



CONSULTANTS

**DEED DESCRIPTION DOC #2022R10470,  
DOC #2022R10471, DOC #2022R10472**

PART ALL THAT PART OF THE FOLLOWING DESCRIBED REAL ESTATE THAT LIES NORTH OF THE CENTER LINE OF WHAT IS COMMONLY KNOWN AS NEW U.S. ROUTE 40, TO-WIT:  
THE SOUTH 60 ACRES OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN,

ALSO,

THE NORTH 30 ACRES OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1) TRACT CONVEYED TO GEORGE SUPPGER BY DEED DATED NOVEMBER 10, 1924 AND RECORDED IN BOOK 527 PAGE 586, DESCRIBED AS: A PART OF THE EAST HALF (E 1/2) OF SECTION THIRTY-TWO (32) IN TOWNSHIP FOUR (4) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: COMMENCING AT A POINT ON THE QUARTER SECTION LINE OF SAID SECTION THIRTY-TWO (32), FORTY-FIVE (45) LINKS WEST AND ELEVEN HUNDRED EIGHTEEN (1118) LINKS NORTH OF THE CONCRETE MONUMENT SET FOR THE NORTHWEST CORNER OF THE PLATTED PORTION OF GEORGE ROTH'S ADDITION TO HIGHLAND, AS PLATTED AND RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS, IN PLAT BOOK 7 AT PAGE 22, AND RUNNING THENCE NORTH 1 DEGREE 30 MINUTES WEST, ON SAID QUARTER SECTION LINE, ONE HUNDRED EIGHTY (180) LINKS; THENCE NORTH 88 DEGREES 45 MINUTES EAST, FORTY-FIVE (45) LINKS TO STAKE SET FOR THE EAST LINE OF THE HIGHLAND AND MARINE ROAD; THENCE NORTH 54 DEGREES 00 MINUTES EAST TWO HUNDRED FORTY-FIVE (245) LINKS; THENCE SOUTH 87 DEGREES 30 MINUTES EAST SIX HUNDRED FORTY-EIGHT (648) LINKS; THENCE SOUTH 2 DEGREES 00 MINUTES EAST TWO HUNDRED SEVENTY-EIGHT (278) LINKS; THENCE SOUTH 88 DEGREES 45 MINUTES WEST EIGHT HUNDRED NINETY-TWO (892) LINKS TO THE PLACE OF BEGINNING.

2) TRACT CONVEYED TO CLARENCE L. BROOK BY DEED DATED MAY 28, 1925 AND RECORDED IN BOOK 542 PAGE 407, DESCRIBED AS: A PART OF THE NORTHEAST QUARTER OF SECTION THIRTY-TWO (32) IN TOWNSHIP FOUR (4) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AS FOLLOWS: COMMENCING AT A POINT ON THE QUARTER SECTION LINE OF SAID SECTION, FORTY-FIVE (45) LINKS WEST AND THIRTEEN HUNDRED TWENTY-EIGHT (1328) LINKS NORTH OF THE CONCRETE MONUMENT SET FOR THE NORTHWEST CORNER OF THE PLATTED PORTION OF GEORGE ROTH'S ADDITION TO THE CITY OF HIGHLAND AND RUNNING THENCE EAST FORTY-FIVE (45) LINKS TO CONCRETE MONUMENT; THENCE NORTH 64 DEGREES 00 MINUTES EAST TWO HUNDRED FORTY-TWO (242) LINKS; THENCE SOUTH 87 DEGREES 00 MINUTES EAST, SIX HUNDRED FORTY-SEVEN (647) LINKS; THENCE NORTH 2 DEGREES 00 MINUTES WEST, TWO HUNDRED SIXTY (260) LINKS; THENCE SOUTH 89 DEGREES 00 MINUTES WEST EIGHT HUNDRED NINETY ONE (891) LINKS TO THE QUARTER SECTION LINE; THENCE SOUTH ON SAID LINE THREE HUNDRED SIXTY-EIGHT (368) LINKS TO THE PLACE OF BEGINNING.

3) TRACT CONVEYED TO WALLACE LAUNER BY DEED DATED APRIL 16, 1924 AND RECORDED IN BOOK 527 PAGE 184 DESCRIBED AS: A PART OF THE EAST HALF (E 1/2) OF SECTION THIRTY-TWO (32) IN TOWNSHIP FOUR (4) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN AS FOLLOWS: COMMENCING AT A POINT ON THE QUARTER SECTION LINE OF SAID SECTION THIRTY-TWO (32), THIRTY (30) FEET WEST OF THE CONCRETE MONUMENT SET FOR THE NORTHWEST CORNER OF THE PLATTED PORTION OF GEORGE ROTH'S ADDITION TO HIGHLAND AS PLATTED AND RECORDED IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT BOOK 7 AT PAGE 22, AND RUNNING THENCE EAST ON THE NORTH LINE OF ADAMS STREET, NOW KNOWN AS FIRST STREET, EIGHT HUNDRED NINETY FOUR (894) LINKS, THENCE NORTH 1 DEGREE 20 MINUTES WEST, ELEVEN HUNDRED EIGHTEEN (1118) LINKS; THENCE WEST PARALLEL WITH THE SOUTH LINE, EIGHT HUNDRED NINETY-FOUR (894) LINKS TO THE QUARTER SECTION LINE, BEING THE CENTER OF THE HIGHLAND AND MARINE ROAD, THENCE SOUTH ON THE QUARTER SECTION LINE WHICH BEARS SOUTH 1 DEGREE 30 MINUTES EAST, ELEVEN HUNDRED EIGHTEEN (1118) LINKS TO THE PLACE OF BEGINNING.

4) TRACT CONVEYED TO THE COUNTY OF MADISON, STATE OF ILLINOIS BY WARRANT DEED DATED APRIL 13, 1952 AND RECORDED IN BOOK 1771 PAGE 383, DESCRIBED AS: A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED TO THE GRANTORS HEREIN BY DEED RECORDED IN DEED BOOK 1653 AT PAGE 203 OF THE RECORDS OF THE RECORDER OF DEEDS OF MADISON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: ALL THAT PART OF THE ABOVE DESCRIBED LAND LYING WITHIN THE LIMITS OF THE RIGHT OF WAY FOR A HIGHWAY KNOWN AS STATE AID ROUTE 4-B, SECTION 86-M.F.T., AS SAID HIGHWAY IS LOCATED AND SURVEYED BY THE SUPERINTENDENT OF HIGHWAYS OF MADISON COUNTY, ILLINOIS AND AS SHOWN BY PLAT RECORDED IN ROAD RECORD BOOK 7 AT PAGE 116 OF THE RECORDS OF THE RECORDER OF DEEDS OF MADISON COUNTY, ILLINOIS, CONTAINING 0.32 OF AN ACRE, MORE OR LESS, EXCLUSIVE OF THE RIGHT OF WAY OF THE EXISTING HIGHWAY.

5) TRACT CONVEYED TO SECTION 32 PROPERTIES, LTD, AN ILLINOIS CORPORATION, BY DEED DATED JANUARY 4, 1982 AND RECORDED IN BOOK 3212 PAGE 405, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON ROD AT THE SOUTHWEST CORNER OF LOT 5 OF NORTH TOWN EAST NO. 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, SOUTH 89 DEGREES 29 MINUTES EAST, A DISTANCE OF 276.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTH LINE OF LOT 1 OF NORTH TOWN EAST NO. 4, SOUTH 89 DEGREES 29 MINUTES EAST, A DISTANCE OF 14.59 FEET TO A POINT; THENCE SOUTH 00 DEGREES 02 MINUTES EAST A DISTANCE OF 418.69 FEET TO A POINT; THENCE NORTH 89 DEGREES 29 MINUTES WEST A DISTANCE OF 102.85 FEET TO A CONCRETE MONUMENT; THENCE NORTH 89 DEGREES 29 MINUTES WEST A DISTANCE OF 547.15 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 143; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00 DEGREES 02 MINUTES WEST A DISTANCE OF 418.69 FEET TO A CONCRETE MONUMENT; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 29 MINUTES EAST A DISTANCE OF 358.70 FEET TO THE POINT OF BEGINNING.

6) TRACT CONVEYED TO SECTION 32 PROPERTIES, LTD, AN ILLINOIS CORPORATION, BY DEED DATED MARCH 18, 1983 AND RECORDED IN BOOK 3243 PAGE 203, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON ROD BY A CONCRETE RIGHT OF WAY MARKER ON THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 160 AT ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 40, 2426.36 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 32; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 40 THE FOLLOWING COURSES AND DISTANCES: SOUTH 58 DEGREES 26 MINUTES 30 SECONDS WEST 75.88 FEET TO AN IRON ROD BY A RIGHT OF WAY MARKER; THENCE SOUTH 76 DEGREES 59 MINUTES 06 SECONDS WEST 286.35 FEET TO A RIGHT OF WAY MARKER; THENCE NORTH 13 DEGREES 00 MINUTES 54 SECONDS WEST 10 FEET TO A RIGHT OF WAY MARKER; THENCE SOUTH 76 DEGREES 59 MINUTES 06 SECONDS WEST 122.50 FEET TO AN IRON ROD; THENCE LEAVING SAID RIGHT OF WAY NORTH AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 160, 516.02 FEET TO AN IRON ROD; THENCE EAST AT RIGHT ANGLES TO THE PREVIOUS COURSE 465.25 FEET TO AN IRON ROD ON THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 160; THENCE SOUTH ALONG SAID RIGHT OF WAY LINE 393.97 FEET TO THE POINT OF BEGINNING.

7) TRACT OF LAND CONVEYED TO CENTRAL BANK BY DEED DATED OCTOBER 28, 1994 AND RECORDED NOVEMBER 2, 1994 IN BOOK 3922 PAGE 1401, DESCRIBED AS FOLLOWS: A PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID QUARTER HAVING A PLATTED BEARING OF NORTH 00 DEGREES 03 MINUTES 15 SECONDS WEST 367.16 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 45 SECONDS EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 143 BEING THE POINT OF BEGINNING; THENCE NORTH 56 DEGREES 40 MINUTES 43 SECONDS EAST 145.63 FEET; THENCE SOUTH 85 DEGREES 42 MINUTES 10 SECONDS EAST 427.02 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST 20.06 FEET; THENCE NORTH 85 DEGREES 39 MINUTES 18 SECONDS WEST 428.26 FEET; THENCE SOUTH 55 DEGREES 01 MINUTES 48 SECONDS WEST 147.10 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 03 MINUTES 15 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 23.93 FEET TO THE POINT OF BEGINNING.

ANNEXATION PLAT

OWNER

MIDWEST PROPERTY  
MANAGEMENT, LLC  
  
HIGHLAND, ILLINOIS

MARK	DATE	DESCRIPTION

PROJECT NO: 22004440-00  
CAD DWG FILE: ANNEXATION PLAT.DWG  
DESIGNED BY: MEM  
DRAWN BY: CMB  
CHECKED BY: MEM  
APPROVED BY: DSE  
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2018

SHEET TITLE

ANNEXATION  
PLAT

SHEET 2 OF 2

CERTIFICATION

THIS IS TO CERTIFY THAT AT THE REQUEST OF CRAWFORD, MURPHY & TILLY, INC. ENGINEERS ON BEHALF OF THE OWNER, MRE PORTFOLIO ONE LLC., WE HAVE SURVEYED AND PREPARED THIS PLAT OF ANNEXATION OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT THE SURVEY PERFORMED UNDER MY DIRECT SUPERVISION.

*Michael E. Mizeur* 08-08-22  
MICHAEL E. MIZEUR DATE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3638  
(LICENSE EXPIRATION/RENEWAL DATE: 11-30-2022)

THIS PLAT IS A MAP OF THE PROPERTY ANNEXED TO THE CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS, PURSUANT TO ORDINANCE NO. \_\_\_\_\_, DATED \_\_\_\_\_.



EXPIRES 11/30/2022



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(Above Space for Recorder's Use Only)

**STORMWATER DRAINAGE FACILITIES MAINTENANCE AGREEMENT  
WITH THE CITY OF HIGHLAND, ILLINOIS**

WHEREAS, The City of Highland (hereinafter known as "City") has adopted certain ordinances which provide requirements for stormwater drainage and maintenance of those drainage facilities; and

WHEREAS, Section 66-287(b) *Drainage Facility Maintenance Responsibility*, of Chapter 66 of the Highland Municipal Code, requires the following:

One lot development or redevelopment: Maintenance of stormwater drainage facilities located on private property shall be the responsibility of the Owner of that property. Before an appropriate permit for development or redevelopment is obtained from the City of Highland, Illinois the applicant shall execute a Maintenance Agreement with the City of Highland, Illinois, which Agreement shall obligate the Owner (and the Owner's successors, heirs and assigns) to maintain the drainage facilities located on the Owner's property. Such Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner of the property to obtain the Maintenance Agreement from the Department of Public Works.

Subdivision Development: Prior to approval of any final subdivision plat by the City of Highland, the Owner/Developer of any land intended for subdivision shall enter into a Maintenance Agreement with the City of Highland. Said Agreement will obligate the Owner/Developer of the intended subdivision to maintain all the water drainage and water detention facilities located within the boundaries of the development. Further, said Agreement will be binding upon the successors, heirs and assigns of the Developer (so as to create joint and several liability on all future property owners in the Development) for maintenance of the drainage facilities located within the boundaries of the development. Such Maintenance Agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the Owner/Developer of the property to obtain the Maintenance Agreement from the Department of Public Works.

The Maintenance Agreement shall include a schedule for regular maintenance of each aspect of the Development's stormwater drainage facility system and shall provide to the City of Highland a perpetual easement for access above and across the property for the purpose of inspection of the drainage facility system. The Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall notify the City of Highland, Director of Public Works, in writing no less than forty-eight (48) hours prior to any maintenance operations, excluding routine grass mowing. The Maintenance Agreement shall also stipulate that if the appropriate personnel of the City of Highland, Illinois notify the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision in writing of maintenance problems requiring correction, the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall begin such corrections within forty-eight (48) hours and shall not extend beyond seven (7) calendar days of such notification. If the corrections are not made within this time period the City of Highland may have the necessary work completed and assess the cost to the Owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision.

NOW THEREFORE, for and in consideration of approval of site development and/or subdivision plats, and the issuance of site development and/or building permits by the City and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees and covenants, on behalf of the undersigned and its heirs, successors and assigns, as follows:

1. MRE Portfolio One, LLC (hereinafter known as the "Owner(s)") hereby certifies and warrants that said Owner(s) hold sole and exclusive fee simple title to the following described real estate ("Property") located within or one and one-half miles of the corporate limits of the City.

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION

Permanent Parcel No.: 02-1-18-32-02-202-006

2. The Owner(s), his/her/its successors, heirs, and assigns, and all future owners of the property or individual lots therein hereby accept the responsibility to maintain the stormwater drainage system on the Property in satisfactory working condition and in compliance with the applicable federal, state and local laws and the ordinances of the City of Highland. Owner(s) and any subsequent owner(s) shall permit and hereby grant the perpetual right of access over the Property to the authorized representatives of the City to enter onto the Property for the purpose of inspecting the stormwater drainage system for compliance with federal, state and local laws and the ordinances of the City of Highland and for performing maintenance on the stormwater drainage system as provided herein.

3. The obligations created by this Agreement shall be joint and several on the successors, heirs, and assigns of the Owner(s) and all future owners of property within the above-described subdivision.

4. Owner(s) and any subsequent owner(s) shall provide periodic maintenance as is necessary to keep the system in proper working condition, including but not limited to:

- a. Mow topsides and inside of any basin or drainage-way to maintain grass height at or below six (6) inches.
- b. Trim and maintain other drainage systems and landscaping features located on the Property as needed.
- c. Remove trash, tree limbs and debris from the stormwater drainage system, including any basin; inspect and clear water release structures and pipes.
- d. Remove any silt build-up in the stormwater drainage system at least annually.
- e. Repair erosion or scouring on the Property with protective surfacing such as fabric or rip-rap as is required.
- f. Reseed bare areas on the Property annually.

5. The City of Highland, by and through its authorized representatives, will perform periodic inspections of the drainage system to ensure compliance with applicable federal, state and local laws and the City's ordinances. If the Director of Public Works of the City notifies the current owner(s) in writing of maintenance problems with the drainage system which require correction in order to comply with the applicable federal, state and local laws or the City's ordinances, the owner(s) shall make such corrections within thirty (30) calendar days of such notification. If corrections are not made within thirty (30) days of notification, the City may, but is not required to, enter onto the Property and have the necessary work completed and assess any costs incurred to the then current Owner(s).

In emergency situations the City may enter onto the Property, without notice to the Owner(s), and take such actions and do such work as may be necessary to ensure proper operation of the drainage system. The Owner(s) agrees to reimburse the City for any costs incurred in conducting such work.

6. Any costs incurred by the City pursuant to the terms hereof shall be liens upon the Property pursuant to the terms of 65 ILCS 5/11-20-7, 5/11-20-13 or any other applicable provision of the Illinois Compiled Statutes, as amended, other state laws and the City's ordinances and may be enforced pursuant to the terms of said statutes.

7. The Owner(s) shall record this agreement at the Office of the Madison County Recorder of Deeds and the original shall be returned to the City. The recorded agreement shall

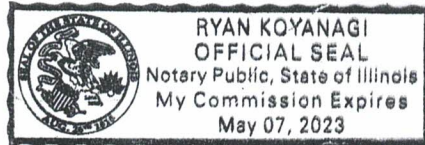
serve as notice to Owner(s) and any subsequent property owners of the maintenance responsibilities for the above-listed property.

Dated this 11 day of August, 2022.

Owner(s)

MRE PORTFOLIO ONE, LLC

BY: Jeff Rehberger  
Jeffrey Rehberger, Authorized Agent  
6538 W. Dakin Street  
Chicago, IL 60634



STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF MADISON            )

I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that JEFFREY REHBERGER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of AUG, 2022.

[Signature]  
Notary Public

This document prepared by  
City of Highland  
City Attorney and  
Public Works Department  
1115 Broadway  
Highland, IL 62249

Record and return document to:  
City of Highland  
City Clerk's Office  
P. O. Box 218  
1115 Broadway  
Highland, IL. 62249



*(the above space for Recorder's use only)*

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT, is made and entered into this \_\_\_\_\_ day of August, 2022, by and between the City of Highland, Illinois, hereinafter "City," and through its City Manager, Mayor, and the members of its City Council, hereinafter "Corporate Authorities," and MRE Portfolio One, LLC, 6538 W. Dakin Street, Chicago, Illinois 60634, hereinafter "Owner."

WHEREAS, Owner is the owner of record of certain land shown on the deed attached hereto as **Exhibit A**; and

WHEREAS, Owner is the owner of record of certain land more particularly described below:

MADISON COUNTY PARCEL NUMBER: 02-1-18-32-02-202-006

DEED REFERENCE: 2022R10470

LEGAL DESCRIPTION:

All that part of the following described real estate that lies North of the center line of what is commonly known as new U.S. Route 40, to wit:

The South 60 acres of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian,

ALSO,

The North 30 acres of the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian;

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1) Tract conveyed to George Suppiger by Deed dated November 10, 1924 and recorded in Book 527 page 586, described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian, bonded as follows:

Commencing at a point on the quarter section line of Said Section Thirty-Two (32), forty-five (45) links West and eleven hundred eighteen (1118) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland, as platted and recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 7 at Page 22, and running thence North 1 degree 30 minutes West, on said quarter section line, one hundred eighty (180) links; thence North 88 degrees 45 minutes East, forty-five (45) links to stake set for the east line of the Highland and Marine Road; thence North 54 degrees 00 minutes East two hundred forty-five (245) links; thence South 87 degrees 30 minutes East six hundred forty-eight (648) links; thence South 2 degrees 00 minutes East two hundred seventy-eight (278) links; thence South 88 degrees 45 minutes West eight hundred ninety-two (892) links to the place of beginning.

2) Tract conveyed to Clarence L. Brook by Deed dates May 28, 1925 and recorded in Book 542 Page 407, described as: A part of the Northeast Quarter of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian bounded as follows: Commencing at a point on the quarter section line of said section, forty-five (45) links West and thirteen hundred twenty-eight (1328) links North of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to the City of Highland and running thence East forty-five (45) links to concrete monument; thence North 64 degrees 00 minutes East two hundred forty-two (242) links; thence South 87 degrees 00 minutes East, six hundred forty-seven (647) links; thence North 2 degrees 00 minutes West, two hundred sixty (260) links; thence South 89 degrees 00 minutes West eight hundred ninety one (891) links to the quarter section line; thence South on said line three hundred sixty-eight (368) links to the place of beginning.

3) Tract conveyed to Wallace Launer by Deed dated April 16, 1924 and recorded in Book 527 Page 184 described as: A part of the East Half (E 1/2) of Section Thirty-two (32) in Township Four (4) North, Range Five (5) West of the Third Principal Meridian as follows: Commencing at a point on the Quarter Section line of said Section Thirty-two (32), thirty (30) feet West of the concrete monument set for the Northwest corner of the platted portion of George Roth's Addition to Highland as platted and recorded in the North line of Adams Street, now known as First Street, eight hundred ninety four (894) links, thence North line, eight hundred ninety-four (894) links to the quarter section line, being the center of the Highland and Marine Road, thence South on the quarter section line which bears South 1 degree 30 minutes East, eleven Hundred eighteen (1118) links to the place of beginning.

4) Tract conveyed to the County of Madison, State of Illinois by Warranty Deed dated April 13, 1952 and recorded in Book 1771 Page 383, described as: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, conveyed to the Grantors herein by Deed recorded in Deed Book 1653 at Page 203 of the Records of the Recorder of Deeds of Madison County Illinois, described as follows: All that part of the above described land lying within the limits of the right of way for a highway known as State Aid Route 4-B, Section 86-M.F.T., as said highway is located and surveyed by the Superintendent of Highways of Madison County, Illinois and as shown by plat recorded in Road Record Book 7 at Page 116 of the Records of the Recorder of Deeds of Madison County, Illinois, containing 0.32 of an acre, more or less, exclusive of the right of way of the existing highway.

5) Tract conveyed to Section 32 Properties, LTD, as an Illinois Corporation, by Deed dated January 4, 1982 and recorded in Book 3212 Page 405, described as follows: Beginning at an iron rod at the Southwest corner of Lot 5 of Northtown East No. 4; thence along the South line of said Lot 5, South 89 degrees 29 minutes East, a distance of 276.71 feet to the Southeast corner of said Lot 5, thence along the South line of Lot 1 of Northtown East No. 4, South 89 degrees 29 minutes East, a distance of 14,59 feet to a point; thence South 00 degrees 02 minutes East a distance of 418.69 feet to a point; thence North 89 degrees 29 minutes West a distance of 102.85 feet to a concrete monument; thence North 89 degrees 29 minutes West a distance of 547.15 feet to a point on the east right of way line of Illinois Route 143; thence along said right of way line North 00 degrees 02 minutes West a distance of 418.69 feet to a concrete monument; thence leaving said right of way line South 89 degrees 29 minutes East a distance of 358.70 feet to the point of beginning.

6) Tract conveyed to Section 32 Properties, LTD, as Illinois Corporation, by Deed dated March 18, 1983 and recorded in Book 3243 Page 203, described as follows: Beginning at an iron rod by a concrete right of way marker on the West right of way line of Illinois Route 160 at its intersection with the Northerly right of way line of U.S. Route 40, 2426.36 feet South of the North line of said Section 32; thence along the Northerly right of way line of U.S. Route 40 the following courses and distance; South 58 degrees 26 minutes 30 seconds West 75.88 feet to an iron rod by a right of way marker; thence North 13 degrees 00 minutes 54 seconds West 10 feet to a right of way marker; thence South 76 degrees 59 minutes 06 seconds West 122.50 feet to an iron rod; thence leaving said right of way North and parallel to the West right of way line of Illinois Route 160, 516.02 feet to an iron rod; thence East at right angles to the previous course 465.25 feet to an iron rod on the West right of way line of Illinois Route 160; thence South along said right of way line 393.97 feet to the point of beginning.

7) Tract of land conveyed to Central Bank by Deed dated October 28, 1994 and recorded November 2, 1994 in Book 3922 Page 1401, described as follows: A part of the Northeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, being more particularly described as follows: Commencing at the Southwest corner of said Quarter; thence Northerly along the West line of said Quarter having a platted bearing of North 00 degrees 03 minutes 15 seconds Easterly right of way line of Illinois Route 143 being the point of beginning thence North 56 degrees 40 minutes 43 seconds East 145.63 feet; thence South 55 degrees 01 minutes 48 seconds West 147.10 feet to a point on the said Westerly right of way line; thence North 00 degrees 03 minutes 15 seconds West along said Westerly right of way line 23.93 feet to the point of beginning.

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

Situated in Madison County, Illinois

PPN: 02-1-18-32-02-202-006

hereinafter “Annexed Property” or “Property”; See Plat of Annexation attached hereto as **Exhibit B**; and

WHEREAS, subsequent to the Annexed Property being annexed into City, Owner intends to develop the Annexed Property into a subdivision, commercial development, and other possible uses yet to be determined at the time of entering this agreement; and

WHEREAS, the Annexed Property is contiguous to the Corporate Limits of City; and

WHEREAS, the Annexed Property is not currently a part of any other city, town, or village, and may be annexed to City as provided in Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, Owner desires to have the Annexed Property described in **Exhibits A and B** annexed to City upon certain terms and conditions hereinafter set forth; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Annexed Property to City on the terms and conditions hereinafter set forth would further the growth of City, enable City to control the development of the area, and serve the best interests of City; and

WHEREAS, Section 90-115, “Annexed territory,” of the *Code of Ordinances, City of Highland, Illinois*, provides,

All property that is annexed to the city following the effective date of the ordinance from which this chapter derives, shall be annexed as R-1-C residential district. Nothing in this section should be construed to prevent the use of annexation agreements as set out in the state statutes;

and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), the Corporate Authorities fixed a date and time for a public hearing on this proposed Annexation Agreement; published notice of that date and time “not more than 30 nor less than 15 days before the date fixed for the hearing” (as required by Section 11-15.1-3 of the Illinois Municipal Code [65 ILCS 5/11-15.1-3]); and conducted the public hearing; and

WHEREAS, the Corporate Authorities have determined it is for the mutual benefit of City and Owner to enter into this Annexation Agreement.

## **II. GENERAL AGREEMENT.**

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. (Recital Incorporation.) The foregoing recitals are incorporated in and made a part of this Agreement.

2. (Statutory Authority.) This Annexation Agreement is made pursuant to and in accordance with the provision of Division 15.1 of Article 11 of the Illinois Municipal Code.

3. (Petition for Annexation.) Owner, upon execution of this Annexation Agreement, will prepare and file, pursuant to and in accordance with the provisions of Article 7 of the Illinois Municipal Code, with the Corporate Authorities, a proper Petition for Annexation conditioned upon the terms and provisions of this Annexation Agreement, to annex to the City of Highland, Illinois, the Annexed Property, as shown and described in **Exhibits A and B** attached hereto.

4. (Annexation.) The Corporation Authorities, upon the execution of this Annexation Agreement and upon the filing of a proper Petition for Annexation as hereinabove provided and in compliance with the provisions of Article 7 of the Illinois Municipal Code will enact an ordinance annexing the Annexed Property as shown and described in **Exhibits A and B**, to the City conditioned upon the terms and provisions of this Annexation Agreement. In the event that the Annexed Property is not annexed to the City, pursuant to this Annexation Agreement and said Petition for Annexation, then and in that event only this Annexation Agreement shall not be binding upon the parties hereto. If the terms and conditions of this Annexation Agreement are not ultimately realized, including rezoning of the Annexed Property to C-3 and inclusion of the Annexed Property in the expanded Business District, City agrees not to challenge the disconnection of the Annexed Property by Owner.

5. (Time of Annexation.) Said annexation of the Annexed Property to the City shall take effect upon the adoption of the annexation Ordinance by the City.

6. (Zoning.)

A. Owner realizes and understands that the Annexed Property, when annexed, will be Zoned R1 C Single Family Residential, subject to the restrictions of the City's Zoning Ordinance for that District.

B. Owner realizes and understands that in order to change the zoning of any portion of this property, it must be accomplished following the rules of the City for zoning changes.

C. The City agrees that it will not impose any public land donation or user fees, except as hereinafter set out.

7. (Codes and Ordinances; Fees.)

A. To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the City Code, the Zoning Ordinance, the Subdivision Control Ordinance,

as hereinafter identified, or any other City Code, ordinance, or regulation, the terms, provisions, and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any City Code, ordinance, or regulation is hereafter adopted, amended, or interpreted so as to be less restrictive on Owner with respect to the development of the Annexed Property than is the case under the existing law, then at the option of the Owner such less restrictive amendment or interpretation shall control.

- B. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof shall continue in effect, insofar as they relate to the development of the Annexed Property, during the entire term of this Agreement, or until such time as the Annexed Property is annexed into City, except as otherwise provided herein and except to the extent of amendments mandated by state or federal requirements.
- C. All codes, ordinances, rules, and regulations of the City in effect as of the date hereof that relate to building, housing, plumbing, electrical, and related restrictions affecting the development of the Annexed Property shall continue in effect, insofar as they relate to the development of the Annexed Property, during the entire term of this Agreement, or until such time as the Annexed Property is annexed into City, except as otherwise provided herein and except to the extent that said codes, ordinances, rules, and regulations are amended so as to be applicable to all property within the City for purposes of directly furthering the public health and safety. Such general changes to said codes, ordinances, rules and regulations include, but are not limited to, any changes necessitated by amendments to national building, plumbing, electrical or maintenance codes incorporated by the City's codes, ordinances, rules and regulations (i.e. BOCA Codes and International Property Maintenance Codes). Owner acknowledges that changes made to City Code applicable to all City property will be applicable to the Annexed Property after the Annexed Property is annexed into City.
- D. No fee or charge of any description shall be imposed on Owner for or on the development and use of the Annexed Property unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on a uniform basis from all owners, users, and developers of property within the City. The City shall not increase the amount of any fee or charge for building permit fees, occupancy permit fees, plan review fees, inspection fees, utility fees, application fees, or user fees during the term of this Agreement unless such increases are made generally applicable to all owners, users, and developers of property within the City. All building permit and building inspection fees for any improvement constructed on the Annexed Property shall be due and payable upon issuance of a building permit for the improvement.

8. (Fire Protection.) Upon the annexation of the Annexed Property, as shown and described in **Exhibits A and B** to the City, the City shall provide the same standard of fire protection to said tracts and to the buildings thereon which it provides to other similar areas in the City.

9. (Police Protection.) Upon the annexation of the Annexed Property, as shown and described in **Exhibits A and B** to the City, the City shall provide the same standard of police protection to said tract and to the buildings thereon which it provides to other similar areas in the City.

10. (Garbage and Trash Pick-up.) Upon the annexation of the Annexed Property, as shown and described in **Exhibits A and B** to the City, the City shall provide the same standard of garbage and trash pick-up to said real estate which it provides to other similar areas in the City, and Owner and its successors and assigns shall pay the monthly service and assessment charges therefor, which monthly service and assessment charges shall not exceed those charged to others similarly situated in the City.

11. (Utilities.)

A. (General Utility Provisions.)

- 1) Owner agrees to grant to the City or City franchisee's easements for general public utility purposes over, upon and across areas upon which such utilities are to be placed of a width required by the utility provider. Said utility easements are for all utilities now known, or presently unknown, for the Annexed Property.

B. (Electric Utilities.)

- 1) The City, so long as the Annexed Property is within its service territory, and so long as it operates its own electric system and is willing and able to provide electric service to the Annexed Property as shown and described in **Exhibits A and B**, shall be the sole provider of electric service to the Annexed Property.
- 2) The City shall extend, install and provide adequate underground electrical service to the Annexed Property according to the usual rules of the installation of such electrical services.
- 3) Owner and its successors and assigns shall pay the monthly charges for electrical services which monthly charges shall not exceed those charged to others similarly situated in the City.
- 4) Should Owner desire to install street lights other than those normally provided by the City, the City shall install such lights as requested by Owner, and Owner agrees to pay the difference

between the pole and light normally installed by the City and the actual pole and light requested Owner or Developer.

- 5) Owner shall pay 100% of all electrical hook-up or tap-on fees, for electrical service provided to the Annexed Property unless waived by City.

C. (Water Utilities.)

- 1) The City, so long as it operates its own water distribution system and is willing and able to provide water service to the Annexed Property shown and described in **Exhibits A and B**, shall be the sole provider of potable water service to the Annexed Property.
- 2) Owner and its successors and assigns shall pay the monthly charges for water service which monthly charges shall not exceed those charged to others similarly situated in the City.
- 3) Owner may attach its water mains and water service connections to the City's water mains subject to the payment of the current hookup, tap-on or similar charge of the City unless waived by City.

D. (Sanitary Utilities.)

- 1) The City, so long as it operates its own sanitary sewer system and is willing and able to provide sanitary sewer service to the Annexed Property shown and described in **Exhibits A and B**, shall be the sole provider of sanitary sewer service to the Annexed Property.
- 2) Owner and its successors and assigns may attach their sanitary sewer lines to the City sanitary sewer line to be constructed by the City subject to the payment of the current sewer hookup or tap-on charges of the City unless waived by City.
- 3) Owner or Developer and its successors and assigns shall pay the monthly charges for sanitary sewer service which monthly charges shall not exceed those charged to others similarly situated in the City.

E. (Highland Communication Services – utilities - internet services, cable television services, telephone services, and/or other HCS utilities)

- 1) The City, d/b/a Highland Communication Services (“HCS”), so long as it operates its own internet service, cable television service, telephone service, and/or service operation of any kind, and is willing and able to provide internet service, cable television service, telephone service, and/or service operation of any kind, to the



Annexed Property shown and described in **Exhibits A and B**, shall be given the last right of refusal to any contract offered by any other services provider for services of internet service, cable television service, telephone service, and/or service operation or any kind, to the Annexed Property shown and described in **Exhibits A and B**.

- 2) Owner and its successors and assigns shall pay the HCS monthly charges for internet service, cable television service, telephone service, and/or service operation or any kind, which monthly charges shall not exceed those charged to others with HCS services similarly situated in the City.

12. (Time of the Essence.) It is understood and agreed by the parties hereto that time is of the essence regarding this Annexation Agreement, and that all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed by the parties hereto that the successful consummation of this Annexation Agreement requires their continued cooperation.

13. (Agreement. Binding on Successors; Term.) This Annexation Agreement shall be binding upon the parties hereto, their respective successors and assigns for a full term of twenty (20) years commencing on the date of execution hereof, as presently provided by statute. At such time the Annexed Property is annexed into the City, the current City Code and all applicable City Ordinances shall apply to the Annexed Property. And to the extent permitted thereby, it is agreed that in the event the annexation of the Annexed Property shown and described in **Exhibits A and B**, or the terms of this Annexation Agreement, be challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said term.

14. (Paragraph Titles.) Paragraph titles or captions contained in this Annexation Agreement are inserted only as a matter of convenience, and in no way do they define, modify, limit, extend or describe the scope of this Annexation Agreement, nor are they relevant to the intent to any of the provisions hereof.

15. (Warranty of Title.) Owner warrants that at the time of any public hearing on this Agreement and any annexation of the property shown and described in **Exhibits A and B**, that it is the sole and only owner of all of the record title of the said real estate, and that there are no electors residing on the real estate shown and described in **Exhibits A and B**, and that it has the full right to execute this Agreement and any conveyances required hereby.

16. (Miscellaneous.)

- A. (Amendment.) This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law and

by the execution of said amendment by the Parties or their successors in interest.

- B. (Severability.) If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions; covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of Owner.
- C. (Entire Agreement.) This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

17. (Notices.) That any and all notices or requests given under this Agreement shall be in writing and delivered personally or by Certified, Return Receipt Requested U.S. Mail to:

- 1) City - City of Highland, 1115 Broadway, Highland, Illinois 62249
- 2) Owner - MRE Portfolio One, LLC, 6538 W. Dakin Street, Chicago, Illinois 60634

Said notices or requests will be deemed received, if mailed, the next business day after mailing.

### III. SPECIFIC AGREEMENTS.

To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in Section II above and the terms or provisions of this Section, the terms contained in this Section III shall govern and control.

18. (Stormwater Facilities.) Owner agrees that, as a condition to the acceptance of this Annexation Agreement by the City of Highland, it will execute a Stormwater Drainage Facilities Maintenance Agreement with the City of Highland, Illinois (*See* agreement attached hereto as **Exhibit C**). If the cost of stormwater detention / retention is too high, based solely on Owner's discretion, Owner may disconnect from City and City agrees not to challenge the disconnection.

19. (Zoning.) After annexation, Owner shall apply for a change in zoning from R-1-C to C-3 for the Annexed Property. If the zoning change to C-3 is not approved by the Corporate Authorities, Owner may disconnect from City and City agrees not to challenge the disconnection.

20. (City Business District A.) City will apply to include the Annexed Property in the amended and expanded City Business District A. If the Annexed Property is not ultimately approved to be included in the amended and expanded City Business District A, Owner may disconnect from City and City agrees not to challenge the disconnection.

21. (Permit Fee Increases.) Any ordinance, resolution, or motion of the City imposing any new permit fees or increasing the amount of the existing permit fees, plan review and inspection fees, license fees not otherwise set by this Agreement, or any other fees imposed by the City that are applicable to or required to be paid by the Owner, any operators or occupant or any contractors, subcontractors, material suppliers, or other performing work or supplying materials in connection with jobs in any part of the real estate which is shown and described in **Exhibits A and B**, shall take effect regarding the Annexed Property immediately after the passage of the increase by the City Council. If during the term of this Agreement, any such fees applicable to any area in the City or to any particular type of work are reduced, the fees applicable to said real estate shall be reduced correspondingly.

22. City reserves the right to bring the Annexed Property within the boundaries of any business district, TIF district, enterprise zone, or any other recognized real estate area for purposes of generating additional tax revenue for City or providing any potential economic incentives to Owner or any successors, heirs and assigns.

23. After annexation, if the Owner determines, based solely on Owner's discretion, that the cost of development of the Annexed Property is not acceptable to Owner, Owner may disconnect from City and City agrees to not challenge the disconnection.

IN WITNESS WHEREOF, the City has had its name subscribed hereto by its Mayor and has had its Corporate Seal affixed hereto and attested by its City Clerk by authority of its City Council and Owner has subscribed its name.

CITY OF HIGHLAND, ILLINOIS

BY: \_\_\_\_\_  
KEVIN B. HEMANN, MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

MRE PORTFOLIO ONE, LLC

BY: Jeffrey Rehberger  
JEFFREY REHBERGER, AUTHORIZED AGENT

**PETITION FOR ANNEXATION**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND, ILLINOIS:

Your Petitioner, MRE Portfolio One, LLC, as owner of the property having PIN# 02-1-18-32-02-202-006, respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois, that the property described in Exhibit A attached hereto and made part hereof be annexed to the City of Highland of Madison County, Illinois, if and when a certain Annexation Agreement concerning this said real estate between Petitioner and said City be approved and executed by all parties.

Your petitioner respectfully represents and states as follows:

1. That the above described territory is not within the corporate limits of any municipality.
2. That the said territory is contiguous to the City limits of the City of Highland, Illinois.
3. That your petitioner is the sole owner of record of the said land and that no electors are residing on the said described territory.

WHEREFORE, your petitioner respectfully petitions The Honorable Mayor and City Council of the City of Highland, Illinois that the above described territory may be annexed to the City of Highland, Madison County, Illinois, upon approval and execution of a certain Annexation Agreement concerning this real estate.

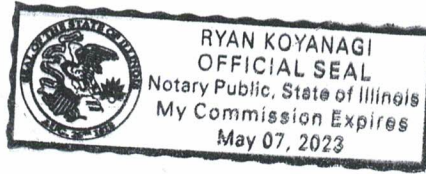
DATE: August 11, 2022.

PETITIONER:

MRE PORTFOLIO ONE, LLC


BY: Jeff Rehberger  
JEFFREY REHBERGER, AUTHORIZED AGENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )



I, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that JEFFREY REHBERGER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of Aug, 2022.

  
\_\_\_\_\_  
Notary Public



# City of Highland

August 22, 2022

To: Chris Conrad, City Manager

From: Breann Vazquez, Director of Community Development

RE: Annexation Agreement – Unaddressed PIN# 02-1-18-32-02-202-006

I recommend that the City Council approve an annexation agreement with MRE Portfolio ONE, LLC for unaddressed PIN# 02-1-18-32-02-202-006. This is a 41.78 acre tract to the north of Route 40, as shown below.

The annexation agreement states that the property owner will annex the parcel if rezoning from R-1-C to C-3 is approved and the parcel is included into the business district at the time of annexation. The annexation agreement allows the property owner to disconnect in the event that the rezoning or inclusion into the business district is not granted, or if the cost of the stormwater detention/retention is too high.

The annexation agreement is needed in order to include this parcel into our upcoming amended business district proposal.



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

**ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE FROM  
AARON ROBERT GELLY FOR FUTURE CONSTRUCTION OF PART OF THE  
SOUTHERN PERIPHERAL ROUTE FOR CITY OF HIGHLAND**

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

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

WHEREAS, City intends to complete the peripheral route around the City for the public purpose of providing safer roads, better vehicle traffic flow, enhanced utility service for all City residents, and future growth of City to the South; and

WHEREAS, City has determined it necessary to purchase real estate from Aaron Robert Gelly for future construction of part of the Southern peripheral route, (*See Commercial Real Estate Contract attached hereto as **Exhibit A***); and

WHEREAS, City has determined it necessary to purchase real estate from Aaron Robert Gelly for future construction of part of the Southern peripheral route, specifically:

PIN: 01-1-24-09-00-000-015

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the northwest corner of said Quarter-Quarter Section; thence on an assumed bearing of North 89 degrees 21 minutes 42 seconds East on the north line of said Quarter-Quarter Section, 1,320.65 feet to the east line of said Quarter-Quarter Section; thence South 01 degree 58 minutes 13 seconds East on said east line, 90.02 feet; thence South 89 degrees 21 minutes 42 seconds West on a line 90.00 feet southerly of and parallel with the north line of said Quarter-Quarter Section, 1,320.58 feet to the west line of said Quarter-Quarter Section; thence North 02 degrees 01 minute 03 seconds West on said west line, 90.03 feet to the Point of Beginning.

Said parcel contains 118,855 square feet or 2.7285 acres, more or less.

*See **Exhibit A***; and



WHEREAS, City has determined it necessary to purchase a permanent drainage easement from Aaron Robert Gelly for future construction of part of the Southern peripheral route, (*See Exhibit A*); and

WHEREAS, City has determined it necessary to purchase the permanent drainage easement from Aaron Robert Gelly for future construction of part of the Southern peripheral route, specifically:

PIN: 01-1-24-09-00-000-015

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northwest corner of said Quarter-Quarter Section; thence on an assumed bearing of South 02 degrees 01 minute 03 seconds East on the west line of said Quarter-Quarter Section, 90.03 feet to the Point of Beginning.

From said Point of Beginning; thence North 89 degrees 21 minutes 42 seconds East on a line 90 feet southerly of and parallel with the north line of said Quarter-Quarter Section, 57.46 feet; thence South 00 degree 38 minutes 18 seconds East, 15.00 feet; thence South 89 degrees 21 minutes 42 seconds West on a line 105.00 feet southerly of and parallel with the north line of said Quarter-Quarter Section, 57.10 feet to the west line of said Quarter-Quarter Section; thence North 02 degrees 01 minute 03 seconds West on said west line 15.01 feet to the Point of Beginning.

Said parcel contains 859 square feet or 0.0197 acre, more or less.

*See Exhibit A*; and

WHEREAS, the Southern peripheral route will be used for a public purpose and any real estate and easements purchased for the construction of the Southern peripheral route will be purchased by City for a public purpose; and

WHEREAS, City has determined it necessary to purchase real estate and a permanent drainage easement for \$196,110.75 from Aaron Robert Gelly for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase real estate and a permanent drainage easement for \$196,110.75 from Aaron Robert Gelly for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any

documents necessary to complete the purchase of real estate and a permanent drainage easement for \$196,110.75 from Aaron Robert Gelly for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **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.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase real estate and a permanent drainage easement from Aaron Robert Gelly for \$196,110.75, and pursuant to the contract attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

*Section 3.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to purchase real estate and a permanent drainage easement from Aaron Robert Gelly for \$196,110.75, and pursuant to the contract attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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

NE 1/4, SW 1/4,  
SEC 9, T3N, R5W

N/F FLORENCE A. ISERT REVOCABLE TRUST  
01-1-24-09-00-000-008.003  
DOC NO. 2017R18118

PARCEL 1  
N/F RANDY R. GELLY AND AARON ROBERT GELLY  
01-1-24-09-00-000-008.004  
DOC NO. 2015R44427  
ROW AREA REQUIRED = 134,581 SF (3.0896 AC)  
PERMANENT DRAINAGE EASEMENT = 1,839 SF (0.0422 AC)

SE 1/4, SW 1/4,  
SEC 9, T3N, R5W

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Keil*  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022  
4/15/2021  
DATE



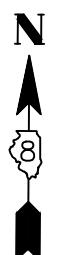
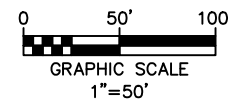
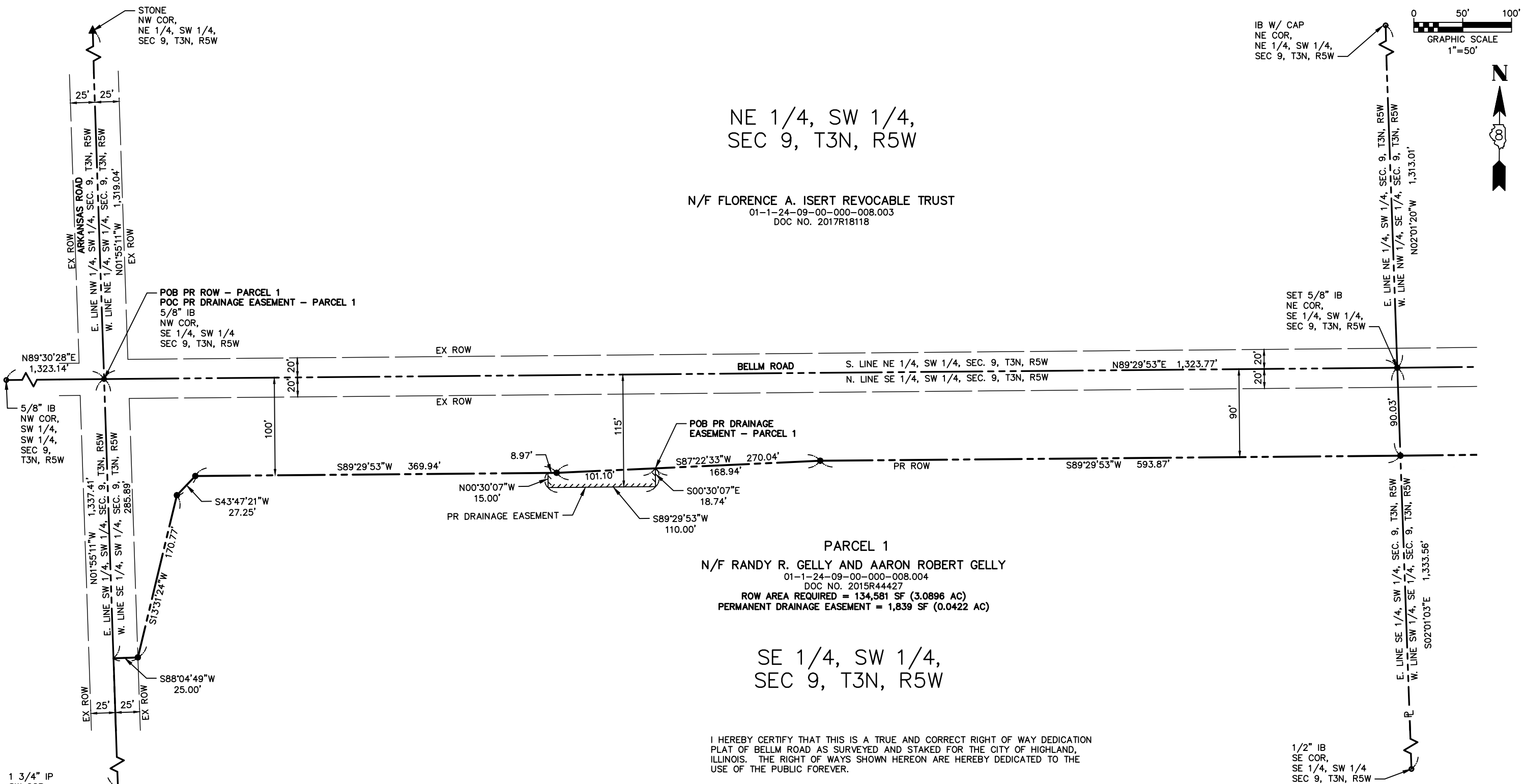
RIGHT OF WAY DEDICATION PLAT  
BELLM ROAD  
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS



100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com  
Collinsville St. Louis Belleville St. Charles  
ILLINOIS DESIGN FIRM LICENSE NO. 184.001115

DRAWN BY: NAM  
CHKD BY: SMK  
DATE: 4/14/2021  
JOB NO.: 18003.010  
SHEET 1 OF 3 SHEETS

RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234

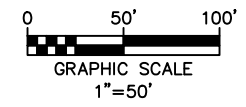


**LEGEND**

- EXISTING ROW
- PROPOSED ROW
- PROPOSED PERMANENT EASEMENT
- PROPERTY LINE
- SECTION LINE
- STONE FOUND
- CONCRETE MONUMENT FOUND
- R.O.W. MONUMENT FOUND
- IRON REBAR FOUND
- IRON PIPE FOUND
- 5/8" X 30" IRON REBAR SET
- POINT OF COMMENCEMENT
- POINT OF BEGINNING

**NOTES**

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
2. FIELD BOOK #380
3. FIELD WORK COMPLETED OCTOBER 2018.
4. RIGHT OF WAY CORNERS TO BE SET AFTER THE PURCHASE OF RIGHT OF WAY.



NW 1/4, SE 1/4,  
SEC 9, T3N, R5W

N/F TODD AND PAMELA WEISS  
01-1-24-09-00-000-012  
DOC NO. 2018R30644

N/F TODD AND PAMELA WEISS  
01-1-24-09-00-000-012.001  
BK 3655 PG 2309

N/F TODD AND PAMELA WEISS  
01-1-24-09-00-000-012  
DOC NO. 2018R30644

N/F BIRCHER FAMILY TRUST  
01-1-24-09-00-000-013  
DOC NO. 2004R32972

N/F FLORENCE A. ISERT  
REVOCABLE TRUST  
01-1-24-09-00-000-008.003  
DOC NO. 2017R18118

PARCEL 2  
N/F KNEBEL FAMILY IRREVOCABLE TRUST  
01-1-24-09-00-000-015  
DOC NO. 2017R10986  
ROW AREA REQUIRED = 118,855 SF (2.7285 AC)  
PERMANENT DRAINAGE EASEMENT = 859 SF (0.0197 AC)

SW 1/4, SE 1/4,  
SEC 9, T3N, R5W

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

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*Steven M. Keil*  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022

4/15/2021  
DATE



RIGHT OF WAY DEDICATION PLAT  
BELLM ROAD  
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

**OATES ASSOCIATES**

100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com

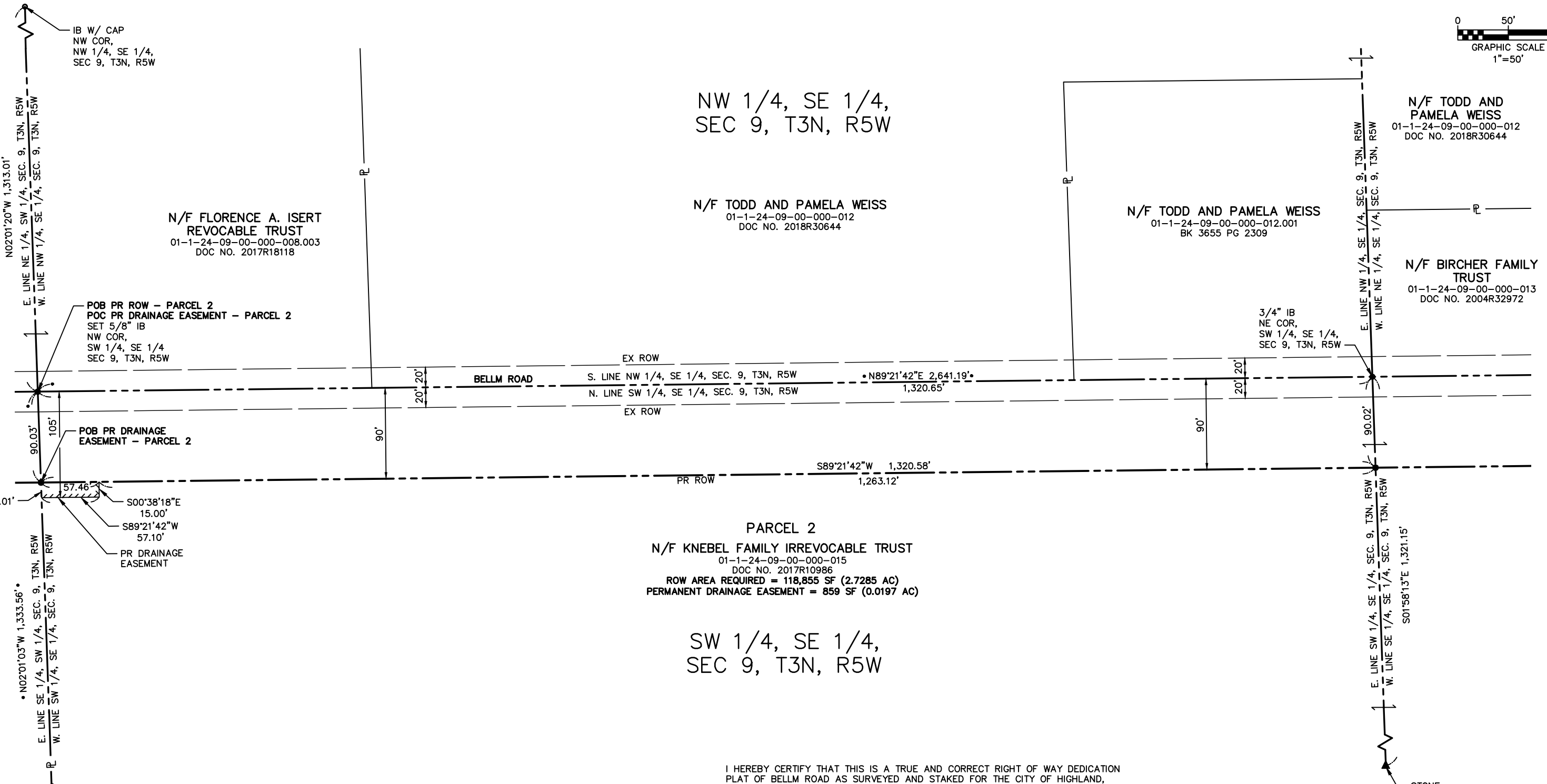
Collinsville St. Louis Belleville St. Charles  
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DRAWN BY: NAM  
CHKD BY: SMK  
DATE: 4/14/2021

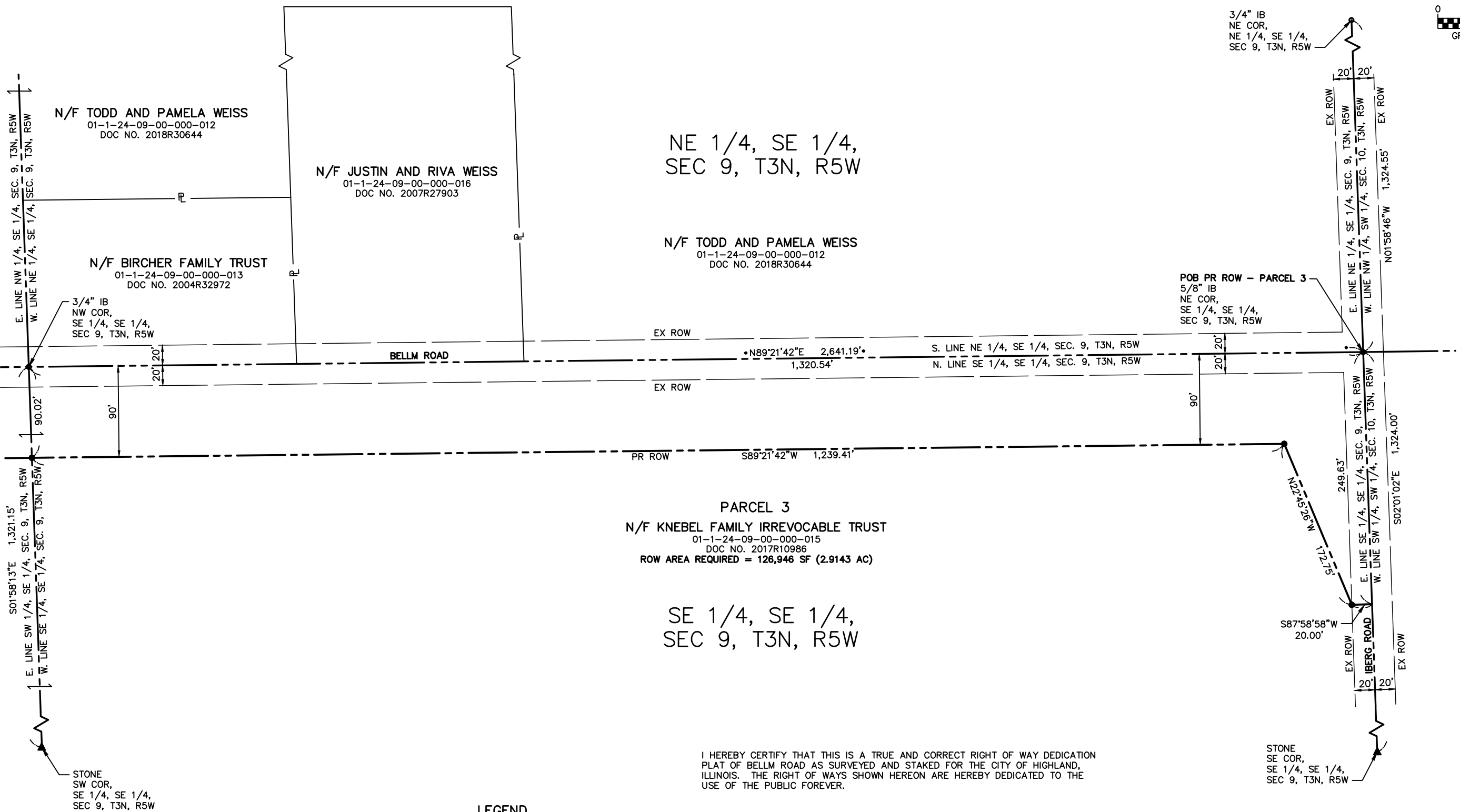
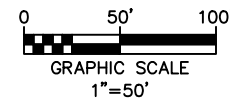
JOB NO.: 18003.010  
SHEET 2 OF 3 SHEETS

**LEGEND**

EXISTING ROW	—————
PROPOSED ROW	—————
PROPOSED PERMANENT EASEMENT	—————
PROPERTY LINE	—————
SECTION LINE	—————
STONE FOUND	▲ ST
CONCRETE MONUMENT FOUND	□ CM
R.O.W. MONUMENT FOUND	⊠
IRON REBAR FOUND	○ IB
IRON PIPE FOUND	○ IP
5/8" X 30" IRON REBAR SET	●
POINT OF COMMENCEMENT	● POC
POINT OF BEGINNING	● POB



- NOTES**
- BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
  - FIELD BOOK #380
  - FIELD WORK COMPLETED OCTOBER 2018.
  - RIGHT OF WAY CORNERS TO BE SET AFTER THE PURCHASE OF RIGHT OF WAY.



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JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

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*Steven M. Keil*  
 STEVEN M. KEIL  
 ILLINOIS PROFESSIONAL LAND SURVEYOR  
 NO. 035-003119  
 EXPIRES 11/30/2022  
 4/15/2021  
 DATE




**LEGEND**

=====	EXISTING ROW
-----	PROPOSED ROW
-----	PROPOSED PERMANENT EASEMENT
-----	PROPERTY LINE
-----	SECTION LINE
▲	STONE FOUND
□	CONCRETE MONUMENT FOUND
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○	POINT OF COMMENCEMENT
●	POINT OF BEGINNING
▲	ST
□	CM
⊠	IB
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●	POC
○	POB

- NOTES**
1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
  2. FIELD BOOK #380
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**RIGHT OF WAY DEDICATION PLAT**  
**BELLM ROAD**  
**CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS**



**OATES ASSOCIATES**

100 Lanter Court, Suite 1  
 Collinsville, IL 62234  
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Collinsville St. Louis Belleville St. Charles  
 ILLINOIS DESIGN FIRM LICENSE NO. 184.001115

DRAWN BY: NAM  
 CHKD BY: SMK  
 DATE: 4/14/2021

JOB NO.: 18003.010  
 SHEET 3 OF 3 SHEETS

## COMMERCIAL REAL ESTATE SALES CONTRACT

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

**THIS REAL ESTATE SALES CONTRACT** ("Agreement") is made and entered into effective as of the date City obtains the approvals necessary to give force and effect to this Agreement, which City represents that this Agreement must be passed by Resolution and by the affirmative vote of 2/3 of the corporate authorities then holding office (the "Effective Date"), by and between AARON ROBERT GELLY ("Seller") and CITY OF HIGHLAND, AN ILLINOIS MUNICIPAL CORPORATION ("Purchaser").

- I.** **Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Number: 01-1-24-09-00-000-015**, as more particularly described on **Exhibit A** and shown on **Exhibit B**, and attached hereto and incorporated herein (the "Property").

And

**Grant of Permanent Drainage Easement.** Seller agrees to grant to Purchaser at no cost, and Purchaser agrees to accept at no cost, in accordance with the terms of this Agreement, Seller's right and interest in and to a portion of that said real property known as **Parcel Number 01-1-24-09-00-000-015**, as shown on **Exhibit B**, as more particularly described in **Exhibit C**, and attached hereto and incorporated herein (the "Easement").

- II.** **Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is \$1.65 per square foot for 118,855 square feet, or 2.7285 acres, more or less, for a total of **One Hundred Ninety-Six Thousand One Hundred Ten Dollars and Seventy-Five Cents (\$196,110.75)**, which shall be paid as follows:

- a. **Payment at Closing.** At Closing, Purchaser shall pay to Seller the Purchase Price, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.

- III.** **Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:

- a. **Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined,

12225187.1

Error! Unknown document property name.

based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.

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

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

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

Purchaser shall be responsible to pay for the recording fee for the deed, Purchaser's attorney's fees, Purchaser's title insurance endorsements, if any, Purchaser's lender's policy of title insurance and any endorsements thereto, if any, Purchaser's tests and inspections, Purchaser's survey, the premium for Purchaser's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by Purchaser herein.

**SELLER AGREES TO PAY ALL "CLOSING COSTS" ASSOCIATED WITH THIS REAL ESTATE TRANSACTION.**

**IV. Items to be delivered to Purchaser.** After purchase of the Property, Seller shall deliver to Purchaser, in the form of photocopies of executed originals, any documents related to the Property that Seller is aware of and able to locate ("Seller Documents"). Seller shall make every reasonable effort to locate and deliver to Purchaser all Seller Documents. Purchaser acknowledges and agrees that Seller acquired the Property years ago and, as a result, Seller may not be aware of the location or existence of some or all of the Seller Documents. Based on this information, Purchaser acknowledges and agrees that Seller will be deemed to have complied with this Section 4, if Seller provides to Purchaser the Seller Documents that are known to exist, if any, by Seller after purchase of the Property, and without any obligation or duty being imposed on Seller to investigate or to confirm the accuracy or completeness of the Seller Documents.

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

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

**VI. Contingencies.** In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the purchase provided for herein shall be subject to fulfillment of the following items by Purchaser on or before ninety (90) days after the Effective Date of this contract, with any extension to this deadline to be agreed to in writing by the Parties, and subject to any and all following required action(s) by Purchaser (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. **Title Commitment/Examination.** Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in



writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.

- b. Physical Inspection. Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. Survey. Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.
- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

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

**If Purchaser does give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Seller cannot cure the Contingency within thirty (30) days of being put on notice by Purchaser, this Agreement shall be terminated and be of no further force or effect, except for Purchaser's obligations and indemnity as stated herein. The thirty (30) day deadline for Seller to cure any Contingencies may be extended by written agreement signed by both Seller and Purchaser.**

## **VII. Closing**

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at the Title Company, on a date to be mutually determined by Seller and Purchaser, or after all Contingencies are waived or cured ("Closing Date").
- b. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):
  1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
  2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.
  3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.
  4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
  5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller.
- e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):
  1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).

2. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.
3. Deed. Acknowledge and accept a copy of Seller's Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.

**VIII. Notices.** Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered, mailed, transmitted by telefax, or transmitted by email to the applicable addresses as follows:

If to Seller:

Aaron Robert Gelly  
13297 Plocher Way  
Highland, IL 62249  
Telephone: (618) 654-3917  
Email: aaron@gellyexcavating.com

If to Purchaser:

City of Highland  
Madison County, Illinois  
Attention: Chris Conrad  
City Manager  
1115 Broadway  
P.O. Box 218  
Highland, Illinois 62249-0218  
Telephone: (618) 654-9891  
Facsimile: (618) 654-4768  
Email: cconrad@highlandil.gov

**IX. Additional Covenants.**

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

from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

**X.** **AS IS.**

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF

SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

#### **XI. Litigation.**

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

#### **XII. Defaults and Remedies**

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

#### **XIII. Miscellaneous**

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.

- b. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- c. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- d. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- e. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- f. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- g. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.

- h. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.
- i. Tax-Deferred Exchange. The parties may structure the sale and purchase of this Property so as to qualify for like-kind exchange treatment pursuant to Section 1031 of the Internal Revenue Code. Accordingly, prior to closing, either party may assign this Agreement to a qualified exchange intermediary or other third party and take such other action as necessary to facilitate the exchange and shall give written notice of such assignment identifying the assignee to the other party and the other party shall, at no cost to such other party, reasonably cooperate and execute such documents as may be reasonably requested by the exchanging party; provided, however, that such cooperation shall not require the cooperating party to locate or take title to any replacement property for or on behalf of the exchanging party.

**XIV. Acceptance of Contract.** Purchaser and Seller intend to execute this Agreement prior to Purchaser obtaining the approvals necessary to give force and effect to this Agreement. Purchaser represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Purchaser has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Purchaser by December 18, 2019, this Agreement shall have no force or effect.

[Signature Page Follows]

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

**SELLER:**

  
\_\_\_\_\_  
Aaron Robert Gelly

Date: 8-23-22

**PURCHASER:**

**City of Highland  
Madison County, Illinois  
1115 Broadway  
P.O. Box 218  
Highland, Illinois 62249-0218**

Chris Conrad  
City Manager  
City of Highland, Illinois

By: \_\_\_\_\_

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



## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

PIN: 01-1-24-09-00-000-015

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the northwest corner of said Quarter-Quarter Section; thence on an assumed bearing of North 89 degrees 21 minutes 42 seconds East on the north line of said Quarter-Quarter Section, 1,320.65 feet to the east line of said Quarter-Quarter Section; thence South 01 degree 58 minutes 13 seconds East on said east line, 90.02 feet; thence South 89 degrees 21 minutes 42 seconds West on a line 90.00 feet southerly of and parallel with the north line of said Quarter-Quarter Section, 1,320.58 feet to the west line of said Quarter-Quarter Section; thence North 02 degrees 01 minute 03 seconds West on said west line, 90.03 feet to the Point of Beginning.

Said parcel contains 118,855 square feet or 2.7285 acres, more or less.

**EXHIBIT B**

**RIGHT OF WAY DEDICATION PLAT**

## EXHIBIT C

### LEGAL DESCRIPTION OF PERMANENT DRAINAGE EASEMENT

PIN: 01-1-24-09-00-000-015

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northwest corner of said Quarter-Quarter Section; thence on an assumed bearing of South 02 degrees 01 minute 03 seconds East on the west line of said Quarter-Quarter Section, 90.03 feet to the Point of Beginning.

From said Point of Beginning; thence North 89 degrees 21 minutes 42 seconds East on a line 90 feet southerly of and parallel with the north line of said Quarter-Quarter Section, 57.46 feet; thence South 00 degree 38 minutes 18 seconds East, 15.00 feet; thence South 89 degrees 21 minutes 42 seconds West on a line 105.00 feet southerly of and parallel with the north line of said Quarter-Quarter Section, 57.10 feet to the west line of said Quarter-Quarter Section; thence North 02 degrees 01 minute 03 seconds West on said west line 15.01 feet to the Point of Beginning.

Said parcel contains 859 square feet or 0.0197 acre, more or less.



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

**To:** Honorable Mayor Hemann and City Council

**From:** Chris Conrad- City Manager

**Date:** August 23, 2022

**Re:** ROW purchase along Bellm Rd.

---

**Request:** We respectfully request council approval for the City Manager to execute the attached contract and necessary documents for the purchase of Right of Way along Bellm Rd, the proposed southern peripheral route, from Aaron Gelly.

**Discussion:** The proposed southern peripheral route for the City of Highland will encompass from the current end of concrete roadway on Iberg Rd. to IL Rt 160, south of Broadway. This contract is for a section of Right of Way along that proposed route and is the second of what will eventually be 3 purchases of ROW from Aaron Gelly along this particular stretch of road. This section connects to an earlier purchase from last year that included ROW on the east side of Arkansas and Bellm Rd.

**Budget impact:** This purchase is a budgeted item in this fiscal year, so there will be no negative impact to the budget.

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

**ORDINANCE AUTHORIZING AMENDMENTS TO OPTION CONTRACTS  
BETWEEN GRANDVIEW FARMS LIMITED PARTNERSHIP AND CITY OF  
HIGHLAND, ILLINOIS, EXTENDING THE MATURITY DATES TO JANUARY 4, 2024**

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

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

WHEREAS, City intends to complete the peripheral route around the City for the public purpose of providing safer roads, better vehicle traffic flow, enhanced utility service for all City residents, and future growth of City to the South; and

WHEREAS, through previously passed Ordinances, Nos. 2901 and 3104, City and Grandview Farms Limited Partnership (“Grandview”) have agreed to option contracts to purchase real estate for the Southern Peripheral Route (*See* Ordinance Nos. 2901 and 3104 attached hereto as **Exhibit A and B**); and

WHEREAS, the terms and conditions of the option contracts between City and Grandview for future construction of part of the Southern peripheral route state, in pertinent part:

- I.**     **Option 1 – Ordinance No. 2901.** On November 19, 2018, City passed an Ordinance to purchase the first option for real estate for the Southern Peripheral Route from Grandview. *See* Ordinance No. 2901 attached as **Exhibit A**. City paid Grandview \$109,515.04 in consideration for an option to purchase real estate on or before August 1, 2023. *See* **Exhibit A**. As described more specifically in **Exhibit A**, the option for purchase of real estate between City and Grandview is as follows:
- a. Illinois 160 to Old Trenton Road – 206,111 square feet, more or less, for \$412,222.00.
  - b. Old Trenton Road to Arkansas Road – 413,896 square feet, more or less, for \$682,928.40.
  - c. The purchase price for all real estate from Grandview under Option 1 - \$1,095,150.40.
  - d. City’s payment of \$109,515.04 is acknowledged as a down payment should City exercise Option 1.
  - e. Should City exercise Option 1, City’s final payment to Grandview shall be \$985,635.36.

Hereinafter “Option 1.”

**II. Option 2 – Ordinance No. 3124.** On August 17, 2021, City passed an Ordinance to purchase the second option for real estate from Grandview. *See* Ordinance No. 3124 attached as **Exhibit B**. City paid Grandview \$31,571.10 in consideration for an option to purchase additional real estate for the Southern Peripheral Route on or before August 1, 2023. *See* **Exhibit B**. As described more specifically in **Exhibit B**, the option for purchase of real estate between City and Grandview is as follows:

- a. Additional Real Estate for the Southern Peripheral Route from Illinois 160 to Arkansas Road – 191,340 square feet, more or less, for \$315,711.00.
- b. The purchase price for all real estate from Grandview under Option 1 - \$315,711.00.
- c. City’s payment of \$31,571.10 is acknowledged as a down payment should City exercise Option 2.
- d. Should City exercise Option 2, City’s final payment to Grandview shall be \$284,139.90.

Hereinafter “Option 2.”

*See* **Exhibit A and B**.

WHEREAS, the Southern peripheral route will be used for a public purpose and any real estate purchased for the construction of the Southern peripheral route will be purchased by City for a public purpose; and

WHEREAS, City and Grandview desire to extend the maturity date of all real estate option contracts between the City and Grandview for the Southern Peripheral Route to January 4, 2024 (*See* **Exhibit C**); and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to extend the maturity date for Option 1 and Option 2 to January 4, 2024 (*See* **Exhibit C**); and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to extend the maturity date for Option 1 and Option 2 to January 4, 2024 (*See* **Exhibit C**).

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

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

*Section 2.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to extend the maturity date for Option 1 and Option 2 to January 4, 2024 (*See* **Exhibit C**).

*Section 3.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to extend the maturity date for Option 1 and Option 2 to January 4, 2024 (*See Exhibit C*).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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. 2901**

**ORDINANCE AUTHORIZING THE PURCHASE OF AN OPTION  
TO BUY REAL ESTATE FROM GRANDVIEW FARMS LIMITED PARTNERSHIP  
FOR FUTURE CONSTRUCTION OF PART OF THE  
SOUTHERN PERIPHERAL ROUTE FOR CITY OF 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, City has the authority, pursuant to 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

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

WHEREAS, City intends to complete the peripheral route around the City for the public purpose of providing safer roads, better vehicle traffic flow, enhanced utility service for all City residents, and future growth of City to the South; and

WHEREAS, City has determined it necessary to purchase an option to buy real estate from Grandview Farms Limited Partnership for future construction of part of the Southern peripheral route, including real estate from Illinois Route 160 to Old Trenton Road, and real estate from Old Trenton Road to Arkansas Road (*See* Real Estate Option Agreement attached hereto as **Exhibit A**); and

WHEREAS, the Southern peripheral route will be used for a public purpose and any option to buy real estate purchased for the construction of the Southern peripheral route will be purchased by City for a public purpose; and

WHEREAS, City has determined it necessary to purchase an option to buy real estate for \$109,515.04 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy real estate for \$109,515.04 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute any documents necessary to complete the purchase of an option to buy real estate for \$109,515.04 from



Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **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.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy real estate from Grandview Farm Limited Partnership for \$109,515.04, and pursuant to the contract attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

*Section 3.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute whatever documents may be necessary to purchase an option to buy real estate from Grandview Farm Limited Partnership for \$109,515.04, and pursuant to the contract attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

*Section 4.* This Ordinance shall be known as Ordinance No. 2901 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 19<sup>th</sup> day of November, 2018, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

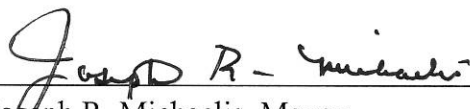
AYES: Schwarz, Frey, Bellm, Nicolaides


NOES: None



ATTEST:

APPROVED:

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

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

**REAL ESTATE OPTION AGREEMENT**  
**Illinois Route 160 to Old Trenton Road**  
**&**  
**Old Trenton Road to Arkansas Road**

THIS PURCHASE OPTION AGREEMENT is made and entered into this 13<sup>th</sup> day of November 2018, by and between Grandview Farm Limited Partnership, hereinafter referred to as the "Owner," and the City of Highland, Illinois, hereinafter referred to as the "Optionee."

Condition Subsequent: Owner and Optionee intend to execute this Agreement prior to Optionee obtaining the approval necessary to give force and effect to this "Real Estate Option Agreement" (hereinafter "Agreement"). Optionee represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Owner and Optionee shall have no obligation under this Agreement until Optionee has obtained legal approval of the foregoing ordinance approving of this Agreement. If Optionee has not received the foregoing legal approval prior to December 3, 2018, this Agreement shall have no force or effect.

**Consideration and Grant of Option**

1. In consideration of the payment of \$109,515.04 to the Owner and to the delivery from the Optionee to the Owner of the ordinance approving of this Agreement, all to be received on or before December 3, 2018, the Owner hereby grants to the Optionee the sole and exclusive right and option to purchase the premises, hereinafter referred to as the "Premises," described in Exhibit "A" and mapped in Exhibit "B" attached hereto and made a part hereof, together with all improvements, easements, and appurtenances thereto for the price and within the time specified herein. In the event that the option granted herein is exercised, the above-recited consideration shall be applied against and be considered part of the purchase price.

**Exercise of Option**

2. This option may be exercised by the Optionee at any time on or before 6:00 p.m. on August 1, 2023, by depositing written notice to such effect in the United States mail on or before 6:00 p.m. on the aforesaid date or delivering written notice of the exercise of this option to the Owner at the address hereinafter set forth on or before 6:00 p.m. on the aforesaid date. The giving of such notice shall result in the agreement becoming a binding contract of purchase and sale between the parties hereto. If the Optionee fails to exercise this option before its expiration, the consideration paid herewith shall be retained by the Owner.

**Purchase Price**

3. The purchase price for that portion of the Premises generally described as Illinois Route 160 to Old Trenton Road (206,111 square feet, more or less) shall be \$412,222.00 which shall

be paid in accordance with the Sales Contract attached hereto as Exhibit "C," and made a part hereof.

The purchase price for that portion of the Premises generally described as Old Trenton Road to Arkansas Road (413,896 square feet, more or less) shall be \$682,928.40 which shall be paid in accordance with the Sales Contract attached hereto as Exhibit "C," and made a part hereof.

For clarification, the purchase price for the entire Premises is \$1,095,150.40 (\$422,222.00 ÷ \$682,928.40).

#### **Conveyance**

4. The Premises shall be conveyed to the Optionee by general warranty deed with full release of dower, free and clear of all liens and encumbrances whatsoever, except for real estate taxes and general and special assessments not then due and payable, zoning ordinances, and such easements, reservations, limitations, and restrictions as the Optionee shall approve in its sole discretion.

#### **Title**

5. Upon receipt of notice of exercise of the option, the Owner shall forthwith have a search of the title made and the customary report of title and a title insurance commitment prepared and cause the same to be provided to each party. The Optionee shall within 30 days notify the Owner of any objections to title. Such title will be acceptable when it is capable of being transferred into the name of the Optionee, subject only to taxes and assessments not then due and payable, and zoning ordinances and such easements, restrictions, reservations, limitations, and covenants and conditions of record.

#### **Costs Paid by Owner**

6. Upon the exercise of the option and the closing of the transaction, the Owner shall be responsible for the following costs and expenses:
  - a. Any transfer taxes.
  - b. Costs of title search.
  - c. Discharge of any liens.
  - d. One half of any other closing expenses other than those to be born wholly by the Optionee.
  - e. All debits to be made by reason of the proration of taxes which shall be prorated on the basis of the latest tax statement available on the record date of transfer of title to the Optionee; provided, however, that if the tax statement then available overstates such charges, any excess funds shall be repaid to the Owner upon a final

determination of the actual amount due.

#### **Costs Paid by Optionee**

7. Upon the exercise of the option and the closing of the transaction, the Optionee shall be responsible for the following costs and expenses:
  - a. Cost of recording the deed.
  - b. One half of any other closing expenses other than those to be born wholly by the Owner.

#### **Possession of Premises**

8. Possession of the Premises shall be delivered to the Optionee upon the record date of transfer of title.

#### **Entry for Inspection**

9. The Optionee is authorized to enter upon the Premises and make such inspections, surveys, and soil tests of the subject Premises as it shall deem appropriate.

#### **Delivery of Notice**

10. All notices provided for herein, in not delivered in person, shall be sent by United States certified mail, return receipt requested, to the Optionee at 1115 Broadway, Highland, IL 62249, and to the Owner at 10205 State Route 143, Marine, IL 62061. Either party shall have the right to designate a new address for the receipt of said notices by written notice given as aforesaid.

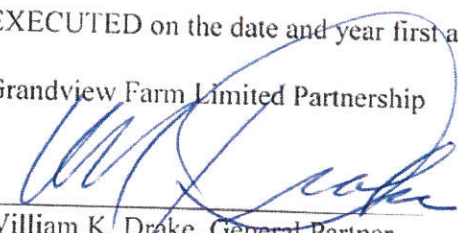
#### **Representations**

11. Owner and Optionee hereby warrant and represent to each other that no real estate broker has participated in or pursued this transaction.

EXECUTED on the date and year first above written.

Grandview Farm Limited Partnership

By:

  
William K. Drake, General Partner

The City of Highland, Illinois

By:



Mark Latham, City Manager

## Exhibit A

Exhibit A (the legal descriptions) is comprised of A-1, A-2, A-3 and A-4, attached.

A-1 is comprised of a parcel containing 206,111 square feet, more or less, and generally known as the "Illinois Route 160 to Old Trenton Road" parcel.

A-2, A-3 and A-4 are comprised of three parcels containing 262,162 square feet, more or less, plus 56,239 square feet, more or less, plus 95,495 square feet, more or less, and collectively generally known as the "Old Trenton Road to Arkansas Road" parcel.

003-001

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-08-00-000-003.001 & 01-1-24-08-00-000-003.002

Part of the Southwest Quarter of Section 8, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at a bronze plug marking the southwest corner of said Southwest Quarter; thence on an assumed bearing of North 01 degree 32 minutes 33 seconds West on the west line of said Southwest Quarter, 801.03 feet; thence North 88 degrees 27 minutes 27 seconds East, 62.25 feet to the east right of way line of Federal Aid Route 156 (Illinois Route 160), said point being the Point of Beginning.

From said Point of Beginning; thence North 01 degree 20 minutes 08 seconds West on said east right of way line, 1,550.01 feet; thence South 12 degrees 38 minutes 44 seconds East, 101.98 feet; thence South 01 degree 20 minutes 08 seconds East on a line 20.00 feet easterly of and parallel with said east right of way line, 745.00 feet; thence South 45 degrees 51 minutes 55 seconds East, 106.93 feet; thence North 89 degrees 36 minutes 18 seconds East on a line 103.50 feet northerly of and parallel with the south line of the Northwest Quarter of said Southwest Quarter, 1,055.99 feet; thence North 43 degrees 53 minutes 56 seconds East, 104.75 feet; thence North 01 degree 48 minutes 26 seconds West on a line 30.00 feet westerly of and parallel with the east line of the West Half of said Southwest Quarter, 30.00 feet; thence North 03 degrees 54 minutes 12 seconds East, 100.50 feet to the west right of way line of Old Trenton Road; thence North 88 degrees 11 minutes 34 seconds East, 20.00 feet to the east line of the West Half of said Southwest Quarter; thence South 01 degree 48 minutes 26 seconds East on said east line, 535.04 feet; thence South 88 degrees 11 minutes 34 seconds West, 20.00 feet to said west right of way line; thence North 07 degrees 31 minutes 04 seconds West, 100.50 feet; thence North 01 degree 48 minutes 26 seconds West on a line 30.00 feet westerly of and parallel with the east line of the West Half of said Southwest Quarter, 30.00 feet; thence North 46 degrees 06 minutes 04 seconds West, 107.37 feet; thence South 89 degrees 36 minutes 18 seconds West on a line 21.50 feet southerly of and parallel with the south line of the Northwest Quarter of said Southwest Quarter, 1,057.02 feet; thence South 44 degrees 08 minutes 05 seconds West, 105.19 feet; thence South 01 degree 20 minutes 08 seconds East on a line 20.00 feet easterly of and parallel with said east right of way line of Federal Aid Route 156 (Illinois Route 160), a distant of 330.00 feet; thence South 09 degrees 58 minutes 28 seconds West, 101.98 feet to the Point of Beginning.

Said parcel contains 206,111 square feet or 4.7317 acres, more or less, of which 10,701 square feet or 0.2457 acre, more or less, has been previously used or dedicated for right of way purposes.

A-1

003-002

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-08-00-000-005

Part of the Southwest Quarter and the Southeast Quarter of Section 8, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a set 5/8 inch iron rebar marking the southwest corner of the Northeast Quarter of said Southwest Quarter; thence on an assumed bearing of North 01 degree 48 minutes 26 seconds West on the west line of the Northeast Quarter of said Southwest Quarter, 309.27 feet; thence North 88 degrees 11 minutes 34 seconds East, 20.00 feet to the east right of way line of Old Trenton Road; thence South 07 degrees 31 minutes 04 seconds East, 100.50 feet; thence South 01 degree 48 minutes 26 seconds East on a line 30.00 feet east and parallel with the west line of the East Half of said Southwest Quarter, 31.48 feet; thence South 46 degrees 06 minutes 04 seconds East, 107.37 feet; thence North 89 degrees 36 minutes 18 seconds East on a line 103.50 feet northerly of and parallel with the south line of the Northeast Quarter of said Southwest Quarter, 400.00 feet; thence South 88 degrees 06 minutes 16 seconds East, 250.20 feet; thence North 89 degrees 86 minutes 18 seconds East on a line 93.50 feet northerly of and parallel with said south line, 567.42 feet; thence North 89 degrees 23 minutes 59 seconds East on a line 93.50 feet northerly of and parallel with the south line of the Northwest Quarter of said Southeast Quarter, 1,323.26 feet to the east line of the Northwest Quarter of said Southeast Quarter; thence South 02 degrees 03 minutes 02 seconds East on said east line, 93.53 feet to the south line of the Northwest Quarter of said Southeast Quarter; thence South 89 degrees 23 minutes 59 seconds West on said south line, 1,325.79 feet to the southwest corner of the Northwest Quarter of said Southeast Quarter; thence South 89 degrees 36 minutes 18 seconds West on the south line of the Northeast Quarter of said Southwest Quarter, 1,320.05 feet to the Point of Beginning.

Said parcel contains 262,162 square feet or 6.0184 acres, more or less, of which 49,518 square feet or 1.1368 acres, more or less, has been previously used or dedicated for right of way purposes.

A-2



003-003

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-08-00-000-009.001 & 01-1-24-08-00-000-009.002

Part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at a 3/4 inch iron rebar marking the northwest corner of said Quarter-Quarter; thence on an assumed bearing of North 89 degrees 23 minutes 59 seconds East on the north line of said Quarter-Quarter, 480.17 feet to the east line of a tract of land described in the deed to Wade E. and Elizabeth A. Weinel, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2014R35667, said point being the Point of Beginning.

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in said Recorder's Office as Document Number 2005R21570; thence South 01 degree 47 minutes 24 seconds East on said west line, 70.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 70.00 feet southerly of and parallel with said north line, 803.24 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 70.02 feet to the Point of Beginning.

Said parcel contains 56,239 square feet or 1.2911 acres, more or less, of which 13,258 square feet or 0.3044 acre, more or less, has been previously used or dedicated for right of way purposes.

A-3

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

Part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 284.15 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 07 degrees 37 minutes 49 seconds West, 100.50 feet; thence North 01 degree 55 minutes 11 seconds West on a line 35.00 feet westerly of and parallel with said east line, 30.00 feet; thence North 46 degrees 12 minutes 21 seconds West, 107.38 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 80.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 400.00 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 70.00 feet southerly of and parallel with said north line, 378.74 feet to the east line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2005R21570; thence North 01 degree 47 minutes 24 seconds West on said east line, 70.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 95,495 square feet or 2.1923 acres, more or less, of which 25,479 square feet or 0.5849 acre, more or less, has been previously used or dedicated for right of way purposes.

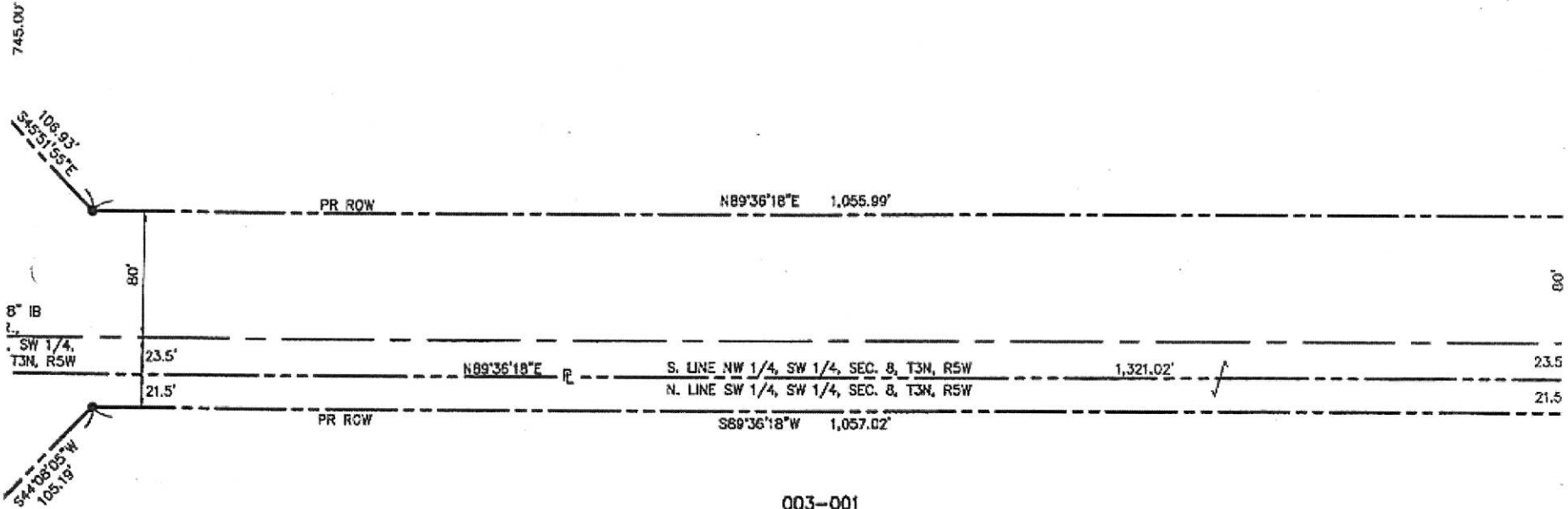
A-4

## Exhibit B

Exhibit B (maps) is comprised of B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8, attached.

NW 1/4, SW 1/4,  
SEC 8, T3N, R5W

6-1



003-001

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-003.001

01-1-24-08-00-000-003.02

DOC NO. 2017R13433

ROW AREA REQUIRED = 208,111 SF (4.7317 AC)

ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

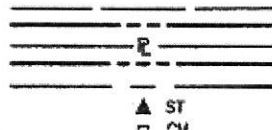
SW 1/4, SW 1/4,  
SEC 8, T3N, R5W

003-001

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

**LEGEND**

EXISTING ROW  
PROPOSED ROW  
PROPERTY LINE  
SECTION LINE  
ALIGNMENT BASELINE  
STONE FOUND  
CONCRETE PAVEMENT FOUND



JOSEPH R. MICHAELIS, MAYOR

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY DATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY (

NE 1/4, SW 1/4,  
SEC 8, T3N, R5W

NW 1/4, SE 1,  
SEC 8, T3N, R

A-2

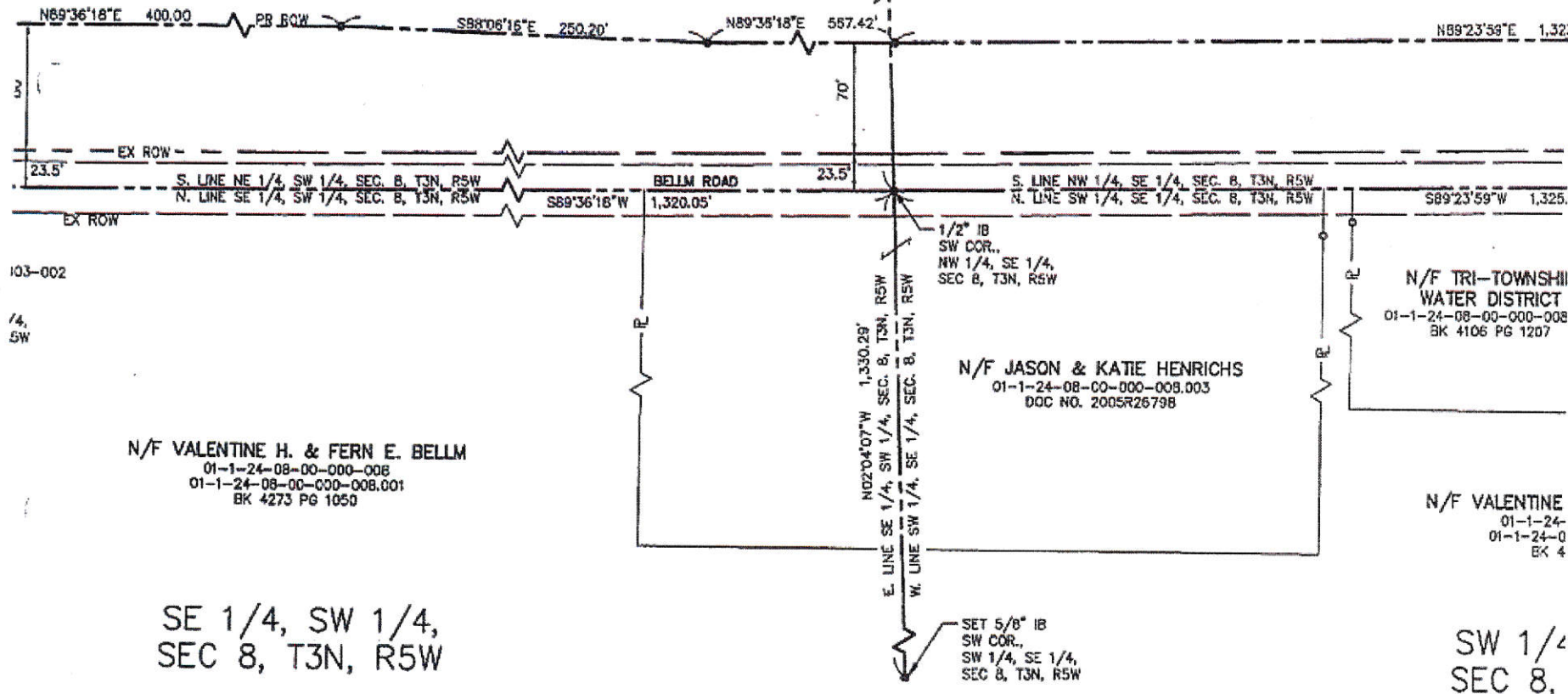
003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-005

DOC NO. 2017R13431

ROW AREA REQUIRED = 262,162 SF (6.0184 AC)  
ROW AREA WITHIN EX ROW = 49,518 SF (1.1368 AC)



N/F VALENTINE H. & FERN E. BELLM  
01-1-24-08-00-000-008  
01-1-24-08-00-000-008.001  
BK 4273 PG 1050

N/F JASON & KATIE HENRICHS  
01-1-24-08-00-000-009.003  
DOC NO. 2005R26798

N/F TRI-TOWNSHIP  
WATER DISTRICT  
01-1-24-08-00-000-008  
BK 4106 PG 1207

N/F VALENTINE  
01-1-24-  
01-1-24-0  
EK 4

SE 1/4, SW 1/4,  
SEC 8, T3N, R5W

SW 1/4  
SEC 8,

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

**LEGEND**

EXISTING ROW	=====
PROPOSED ROW	-----
PROPERTY LINE	=====
SECTION LINE	=====
ALIGNMENT BASELINE	-----
STONE FOUND	▲ ST
CONCRETE MONUMENT FOUND	○ CM

JOSEPH R. MICHAELIS, MAYOR

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY I

C 8, T3N, R5W

SEC 8, T3N, R5W

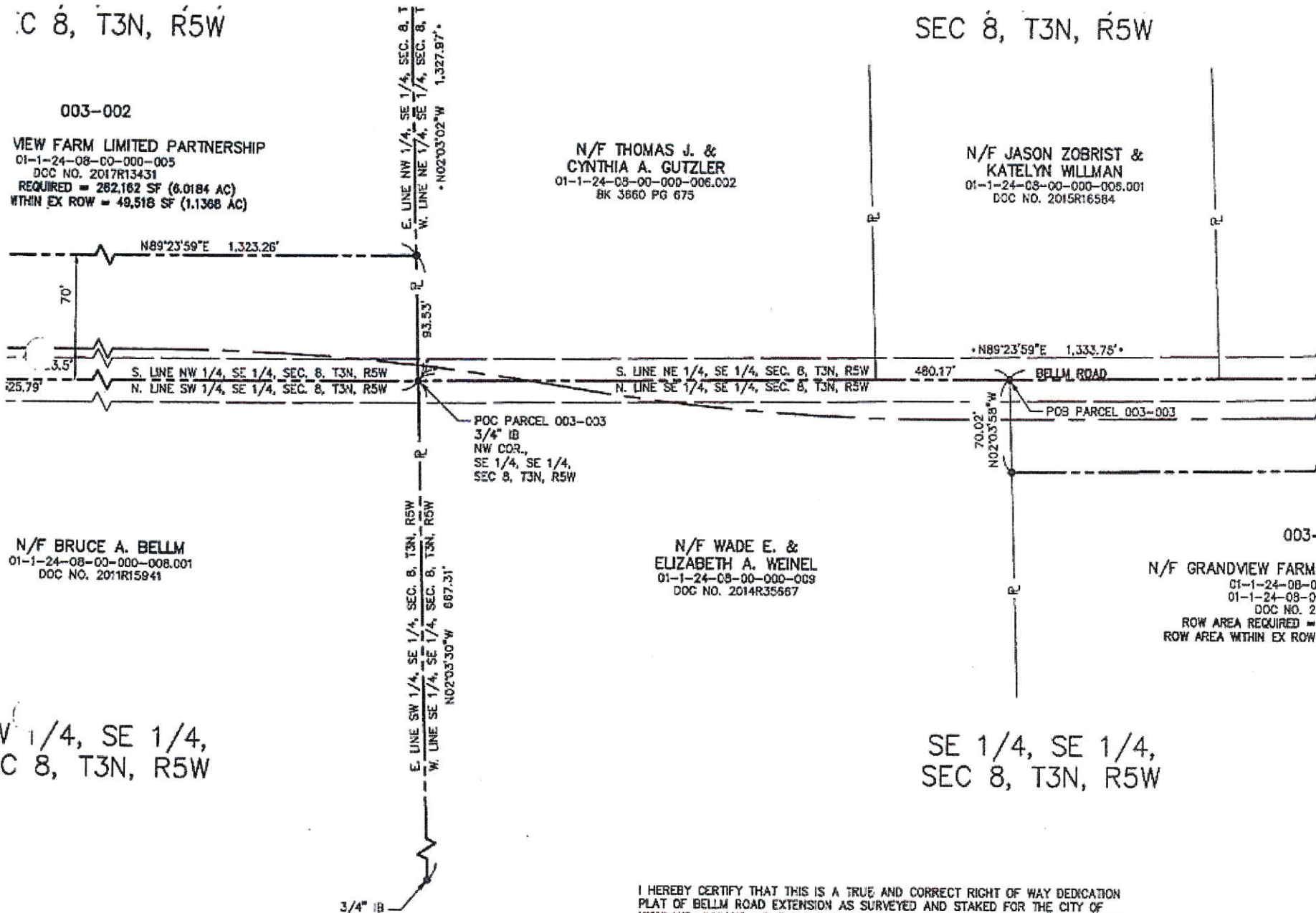
B-3

003-002

VIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-005  
DOC NO. 2017R13431  
REQUIRED = 282,182 SF (6.0184 AC)  
WITHIN EX ROW = 49,518 SF (1.1368 AC)

N/F THOMAS J. &  
CYNTHIA A. GUTZLER  
01-1-24-08-00-000-006.002  
BK 3860 PG 675

N/F JASON ZOBRIST &  
KATELYN WILLMAN  
01-1-24-08-00-000-005.001  
DOC NO. 2015R16584



N/F BRUCE A. BELLM  
01-1-24-08-00-000-008.001  
DOC NO. 2011R15941

N/F WADE E. &  
ELIZABETH A. WEINLE  
01-1-24-08-00-000-009  
DOC NO. 2014R35667

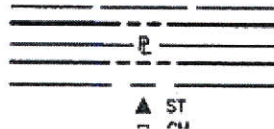
003-  
N/F GRANDVIEW FARM  
01-1-24-08-00-000-002  
01-1-24-08-00-000-003  
DOC NO. 2  
ROW AREA REQUIRED =  
ROW AREA WITHIN EX ROW

SE 1/4, SE 1/4,  
C 8, T3N, R5W

SE 1/4, SE 1/4,  
SEC 8, T3N, R5W

**LEGEND**

EXISTING ROW  
 PROPOSED ROW  
 PROPERTY LINE  
 SECTION LINE  
 ALIGNMENT BASELINE  
 STONE FOUND  
 CONCRETE MONUMENT COLUMN



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOSEPH R. MICHAELIS, MAYOR

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY (

SEC 9, T3N, R5W

B-14

N/F DANIEL A. &  
KRYSZYNA BARCISZEWSKI  
01-1-24-09-00-000-010  
DOC NO. 2009R34805

N/F MICHAEL & BRENDA  
VON BOKEL  
01-1-24-09-00-000-010.002  
DOC NO. 2012R14967

N/F MARK J. BELLM &  
BETH A. WOLTERING  
01-1-24-09-00-000-014.003  
DOC NO. 2005R21570

003-004  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-09-00-000-014  
01-1-24-09-00-000-014.004  
DOC NO. 2005R03959  
ROW AREA REQUIRED = 95,485 SF (2.1923 AC)  
ROW AREA WITHIN EX ROW = 25,479 SF (0.5849 AC)

SW 1/4, SW 1/4,  
SEC 9, T3N, R5W

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOSEPH R. MICHAELIS, MAYOR

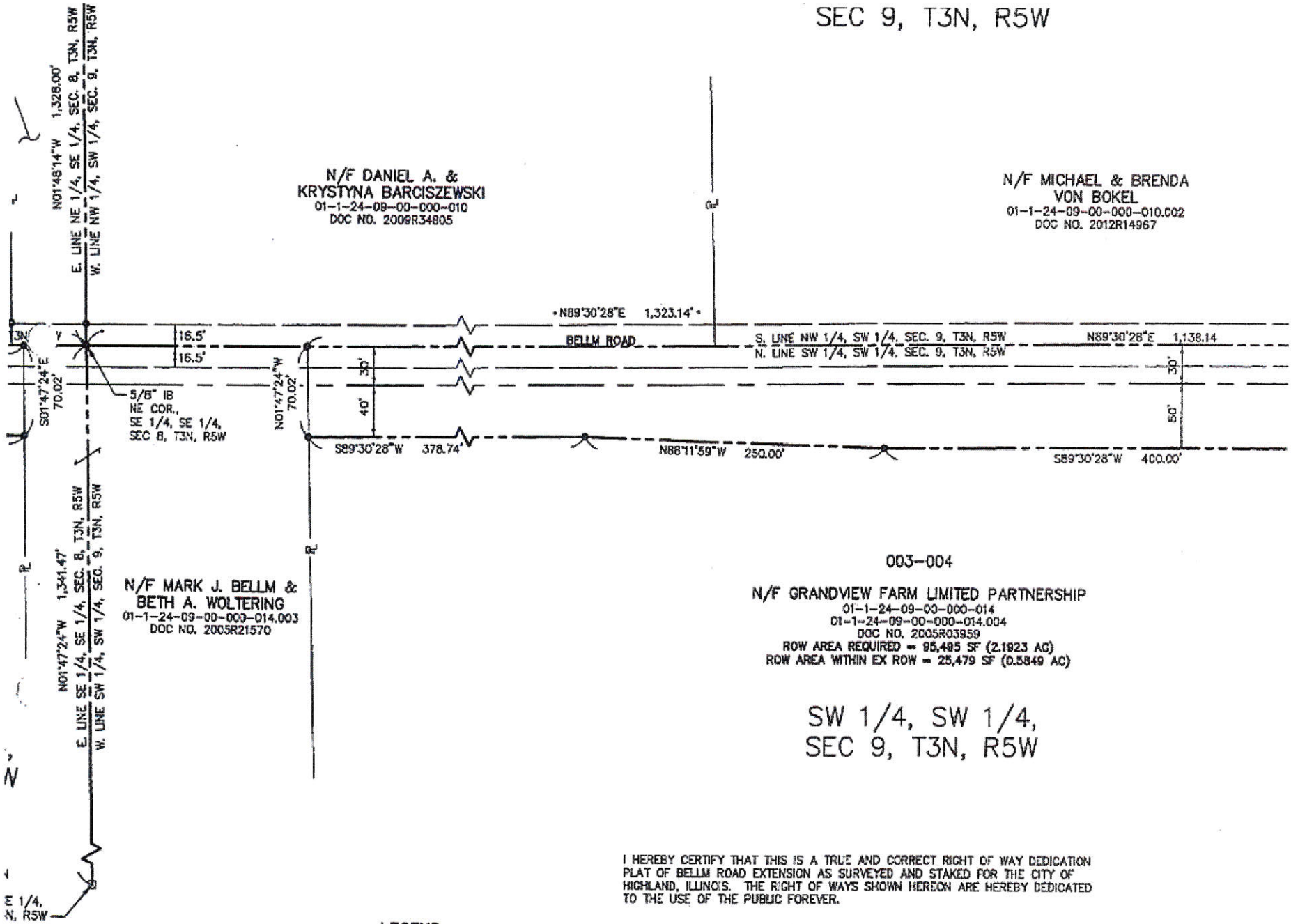
DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY

LEGEND

EXISTING ROW	=====
PROPOSED ROW	-----
PROPERTY LINE	=====
SECTION LINE	-----
ALIGNMENT BASELINE	=====
STONE FOUND	▲ ST
CONCRETE MONUMENT FOUND	● ST



P

SW 1/4, SW 1/4,  
SEC 8, T3N, R5W

R. ✓



TOWN R5W  
R5W

S89.36'18" W

BELLM ROAD

1,320.05'

23.5'

R

N89.36'18" E

567.45'

S LINE NW 1/4, SE 1/4  
N LINE SW 1/4, SE 1/4

N/F JASO

01-1-1-1

1-1-1

1-1-1

SET 5/8" IB

E LINE SW 1/4, SE 1/4 SEC. 8, T3N, R5W

W LINE SE 1/4, SW 1/4 SEC. 8, T3N, R5W

NO. 2 BY 50' BY 667.5'

R

R

DO NOT EXCEED 1003-005

S. LINE NE 1/4, SE 1/4 SEC. 8, T3N, R5W  
N. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W

70.02'

1000750" W

S89°30'28"W 578.74'

40'

30'

N89°30'28"E 1,025.14'

BELM ROAD

N89°15'59"W 250.00'

S. LINE NW 1/4, SW 1/4, SEC. 9, T. 13  
N. LINE SW 1/4, SW 1/4, SEC. 9, T. 13

003-004

N/F GRANDVIEW & AVALON

ROW AREA REQUIRED = 5309  
ROW AREA WITH EX ROW = 254

SW 1/4 SW  
SEC 9 T 13N

EXHIBIT C

CONTRACT TO PURCHASE AGRICULTURAL LAND

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Grandview Farm Limited Partnership (hereinafter "Seller"), 10205 State Route 143, Marine, IL 62061, and the City of Highland, Illinois (hereinafter "Buyer"), 1115 Broadway, Highland, IL 62249.

Condition Subsequent: Seller and Buyer intend to execute this Agreement prior to Buyer obtaining the approval necessary to give force and effect to this "Contract to Purchase Agricultural Land" (hereinafter "Agreement"). Buyer represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Seller and Buyer shall have no obligation under this Agreement until Buyer has obtained legal approval of the foregoing ordinance approving of this Agreement. If Buyer has not received the foregoing legal approval prior to September 1, 2023, this Agreement shall have no force or effect.

Seller agrees to sell and Buyer agrees to purchase the following described real estate located in Madison County, Illinois:

A parcel containing 206,111 square feet, more or less, and generally known as the "Illinois Route 160 to Old Trenton Road" parcel more fully described in Exhibit A-1, attached.

A parcel containing 262,162 square feet, more or less, and more fully described in Exhibit A-2, attached.

A parcel containing 56,239 square feet, more or less, and more fully described in Exhibit A-3, attached.

A parcel containing 95,495 square feet, more or less, and more fully described in Exhibit A-4, attached.

The foregoing descriptions are mapped out on Exhibits B-1 through B-8, attached.

**1. DOWN PAYMENT, CONTRACT SALES PRICE AND TERMS**

A down payment of \$109,515.04 towards the total agreed purchase price of \$1,095,150.40 is acknowledged as having been paid by Buyer pursuant to a Real Estate Option Agreement entered into between the parties on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2018. The balance due at closing before adjustments for real estate taxes, any liens and other closing costs will be \$985,635.36.

Upon entering into this Contract, Seller agrees to immediately notify, in writing with a copy to Buyer, any tenant farmer of the land being purchased that his leasehold interests are terminated.

The foregoing ordinance referenced as a Condition Subsequent shall be delivered to Seller upon its passage.

**2. METHOD OF PAYMENT:** Cash by certified cashiers check or wired funds.

**3. CLOSING AND POSSESSION**

This Contract shall be closed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (in no event later than ninety days after this Contract is entered into) at Benchmark Title, Edwardsville, Illinois, or at such other time as may be mutually agreed in writing.

Possession of said property is to be delivered to Buyer on the closing date.

#### **4. REAL ESTATE TAXES**

Real estate taxes shall be prorated to the date of closing and either paid by Seller or credited towards Buyer's purchase price due.

#### **5. CONVEYANCE**

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, which instrument shall be subject to standard exceptions. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.

#### **6. ENVIRONMENTAL**

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises, Seller has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

#### **7. TITLE EVIDENCE**

Seller shall within a reasonable period furnish at Seller's expense a commitment and Owners Title Guaranty Policy for the amount of the purchase price, subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, and (g) mortgage or other lien that may be eliminated at closing by application of the purchase price. Buyer shall within 10 business days after receiving such title evidence, deliver to Seller, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

#### **8. MINERAL RIGHTS**

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

#### **9. PERFORMANCE**

In the event of default by either party under the terms of this Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to this Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

#### **10. COMMISSION**

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller, if any.

**11. GENERAL CONDITIONS AND STIPULATIONS**

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with government regulations.
- F. Buyer and Seller agree that closing costs and expenses shall be paid according to customary practices in and around Madison County, Illinois. Where in conflict, the Option Agreement entered into between the parties shall prevail. The premium for the Owner's Title Insurance Policy shall be paid by Seller. All transfer taxes shall be paid by Seller.
- G. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.

---

Grandview Farm Limited  
Partnership, by William K. Drake,  
general partner

---

Mark Latham, City Manager for the  
City of Highland, Illinois

## Exhibit A

Exhibit A (the legal descriptions) is comprised of A-1, A-2, A-3 and A-4, attached.

A-1 is comprised of a parcel containing 206,111 square feet, more or less, and generally known as the "Illinois Route 160 to Old Trenton Road" parcel.

A-2, A-3 and A-4 are comprised of three parcels containing 262,162 square feet, more or less, plus 56,239 square feet, more or less, plus 95,495 square feet, more or less, and collectively generally known as the "Old Trenton Road to Arkansas Road" parcel.

003-001

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-08-00-000-003.001 & 01-1-24-08-00-000-003.002

Part of the Southwest Quarter of Section 8, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at a bronze plug marking the southwest corner of said Southwest Quarter; thence on an assumed bearing of North 01 degree 32 minutes 33 seconds West on the west line of said Southwest Quarter, 801.03 feet; thence North 88 degrees 27 minutes 27 seconds East, 62.25 feet to the east right of way line of Federal Aid Route 156 (Illinois Route 160), said point being the Point of Beginning.

From said Point of Beginning; thence North 01 degree 20 minutes 08 seconds West on said east right of way line, 1,550.01 feet; thence South 12 degrees 38 minutes 44 seconds East, 101.98 feet; thence South 01 degree 20 minutes 08 seconds East on a line 20.00 feet easterly of and parallel with said east right of way line, 745.00 feet; thence South 45 degrees 51 minutes 55 seconds East, 106.93 feet; thence North 89 degrees 36 minutes 18 seconds East on a line 103.50 feet northerly of and parallel with the south line of the Northwest Quarter of said Southwest Quarter, 1,055.99 feet; thence North 43 degrees 53 minutes 56 seconds East, 104.75 feet; thence North 01 degree 48 minutes 26 seconds West on a line 30.00 feet westerly of and parallel with the east line of the West Half of said Southwest Quarter, 30.00 feet; thence North 03 degrees 54 minutes 12 seconds East, 100.50 feet to the west right of way line of Old Trenton Road; thence North 88 degrees 11 minutes 34 seconds East, 20.00 feet to the east line of the West Half of said Southwest Quarter; thence South 01 degree 48 minutes 26 seconds East on said east line, 535.04 feet; thence South 88 degrees 11 minutes 34 seconds West, 20.00 feet to said west right of way line; thence North 07 degrees 31 minutes 04 seconds West, 100.50 feet; thence North 01 degree 48 minutes 26 seconds West on a line 30.00 feet westerly of and parallel with the east line of the West Half of said Southwest Quarter, 30.00 feet; thence North 46 degrees 06 minutes 04 seconds West, 107.37 feet; thence South 89 degrees 36 minutes 18 seconds West on a line 21.50 feet southerly of and parallel with the south line of the Northwest Quarter of said Southwest Quarter, 1,057.02 feet; thence South 44 degrees 08 minutes 05 seconds West, 105.19 feet; thence South 01 degree 20 minutes 08 seconds East on a line 20.00 feet easterly of and parallel with said east right of way line of Federal Aid Route 156 (Illinois Route 160), a distant of 330.00 feet; thence South 09 degrees 58 minutes 28 seconds West, 101.98 feet to the Point of Beginning.

Said parcel contains 206,111 square feet or 4.7317 acres, more or less, of which 10,701 square feet or 0.2457 acre, more or less, has been previously used or dedicated for right of way purposes.

A-1



003-002

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-08-00-000-005

Part of the Southwest Quarter and the Southeast Quarter of Section 8, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a set 5/8 inch iron rebar marking the southwest corner of the Northeast Quarter of said Southwest Quarter; thence on an assumed bearing of North 01 degree 48 minutes 26 seconds West on the west line of the Northeast Quarter of said Southwest Quarter, 309.27 feet; thence North 88 degrees 11 minutes 34 seconds East, 20.00 feet to the east right of way line of Old Trenton Road; thence South 07 degrees 31 minutes 04 seconds East, 100.50 feet; thence South 01 degree 48 minutes 26 seconds East on a line 30.00 feet east and parallel with the west line of the East Half of said Southwest Quarter, 31.48 feet; thence South 46 degrees 06 minutes 04 seconds East, 107.37 feet; thence North 89 degrees 36 minutes 18 seconds East on a line 103.50 feet northerly of and parallel with the south line of the Northeast Quarter of said Southwest Quarter, 400.00 feet; thence South 88 degrees 06 minutes 16 seconds East, 250.20 feet; thence North 89 degrees 56 minutes 18 seconds East on a line 93.50 feet northerly of and parallel with said south line, 567.42 feet; thence North 89 degrees 23 minutes 59 seconds East on a line 93.50 feet northerly of and parallel with the south line of the Northwest Quarter of said Southeast Quarter, 1,323.26 feet to the east line of the Northwest Quarter of said Southeast Quarter; thence South 02 degrees 03 minutes 02 seconds East on said east line, 93.53 feet to the south line of the Northwest Quarter of said Southeast Quarter; thence South 89 degrees 23 minutes 59 seconds West on said south line, 1,325.79 feet to the southwest corner of the Northwest Quarter of said Southeast Quarter; thence South 89 degrees 36 minutes 18 seconds West on the south line of the Northeast Quarter of said Southwest Quarter, 1,320.05 feet to the Point of Beginning.

Said parcel contains 262,162 square feet or 6.0184 acres, more or less, of which 49,518 square feet or 1.1368 acres, more or less, has been previously used or dedicated for right of way purposes.

A-2

003-003

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-08-00-000-009.001 & 01-1-24-08-00-000-009.002

Part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at a 3/4 inch iron rebar marking the northwest corner of said Quarter-Quarter; thence on an assumed bearing of North 89 degrees 23 minutes 59 seconds East on the north line of said Quarter-Quarter, 480.17 feet to the east line of a tract of land described in the deed to Wade E. and Elizabeth A. Weinel, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2014R35667, said point being the Point of Beginning.

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in said Recorder's Office as Document Number 2005R21570; thence South 01 degree 47 minutes 24 seconds East on said west line, 70.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 70.00 feet southerly of and parallel with said north line, 803.24 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 70.02 feet to the Point of Beginning.

Said parcel contains 56,239 square feet or 1.2911 acres, more or less, of which 13,258 square feet or 0.3044 acre, more or less, has been previously used or dedicated for right of way purposes.

A-3

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

Part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 284.15 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 07 degrees 37 minutes 49 seconds West, 100.50 feet; thence North 01 degree 55 minutes 11 seconds West on a line 35.00 feet westerly of and parallel with said east line, 30.00 feet; thence North 46 degrees 12 minutes 21 seconds West, 107.38 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 80.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 400.00 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 70.00 feet southerly of and parallel with said north line, 378.74 feet to the east line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2005R21570; thence North 01 degree 47 minutes 24 seconds West on said east line, 70.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 95,495 square feet or 2.1923 acres, more or less, of which 25,479 square feet or 0.5849 acre, more or less, has been previously used or dedicated for right of way purposes.

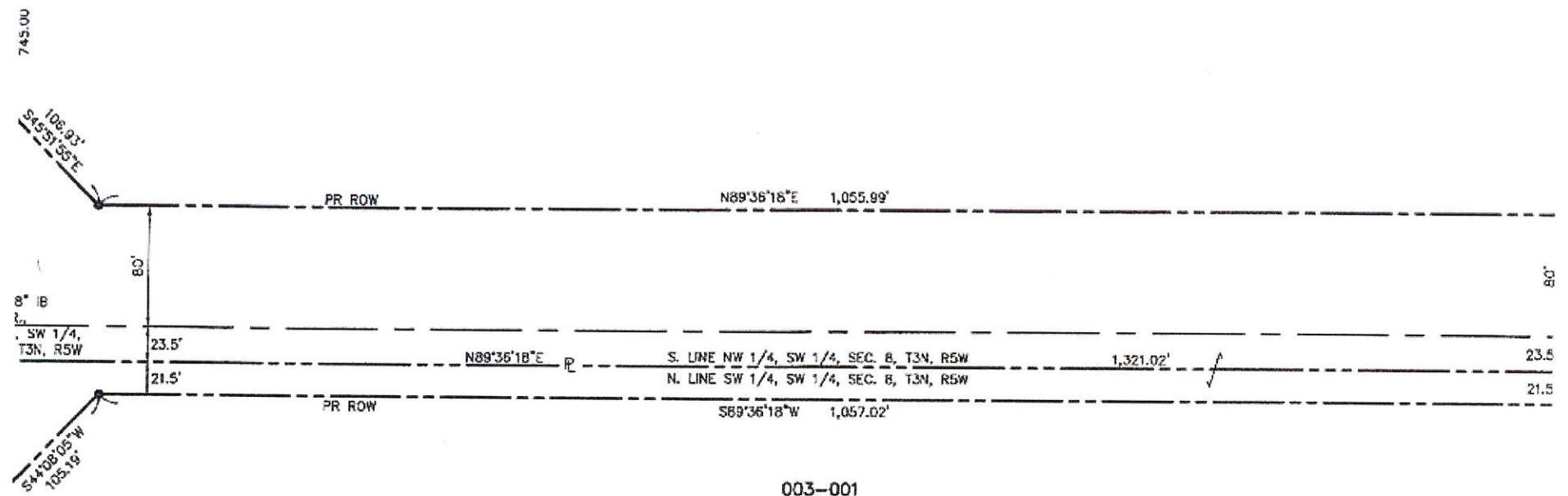
A-4

## Exhibit B

Exhibit B (maps) is comprised of B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8, attached.

8-1

# NW 1/4, SW 1/4, SEC 8, T3N, R5W



003-001

## N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-003.001  
01-1-24-08-00-000-003.002  
DOC NO. 2017R13433

ROW AREA REQUIRED = 208,111 SF (4.7317 AC)  
ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

# SW 1/4, SW 1/4, SEC 8, T3N, R5W

POB PARCEL 003-001

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

### LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- ALIGNMENT BASELINE
- STONE FOUND
- CONCRETE MONUMENT FOUND

JOSEPH R. MICHAELIS, MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY QATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY (

L 003-001  
UG  
W 1/4,  
R5W

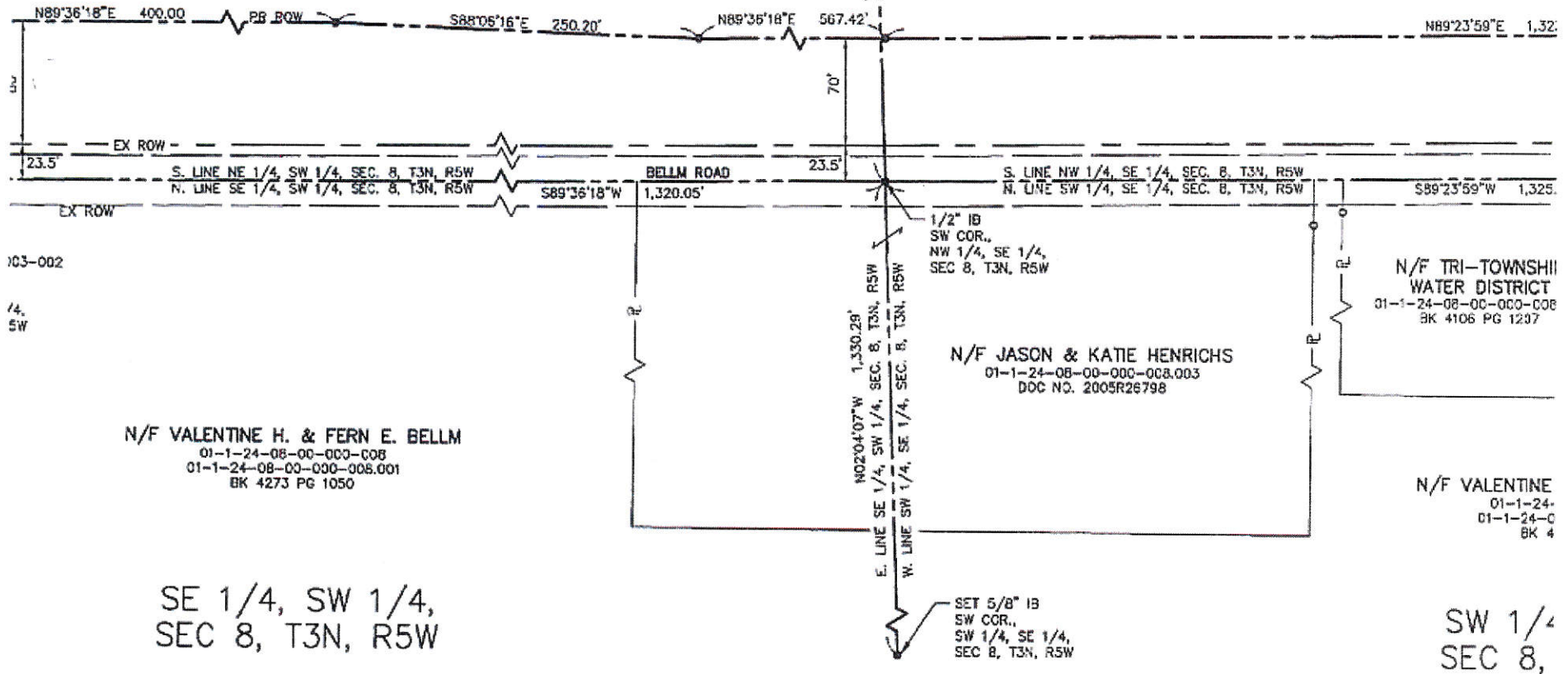
NE 1/4, SW 1/4,  
SEC 8, T3N, R5W

NW 1/4, SE 1/4,  
SEC 8, T3N, R5W

B-2

003-002

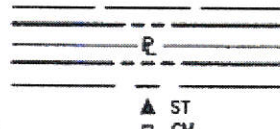
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-005  
DOC NO. 2017R13431  
ROW AREA REQUIRED = 262,162 SF (6.0184 AC)  
ROW AREA WITHIN EX ROW = 49,518 SF (1.1368 AC)



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

**LEGEND**

EXISTING ROW  
PROPOSED ROW  
PROPERTY LINE  
SECTION LINE  
ALIGNMENT BASELINE  
STONE FOUND  
CONCRETE EQUIPMENT FOUND



JOSEPH R. MICHAELIS, MAYOR

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY OF

1/4,  
SW

SE 1/4, SW 1/4,  
SEC 8, T3N, R5W

SW 1/4  
SEC 8,

C 8, T3N, R5W

SEC 8, T3N, R5W

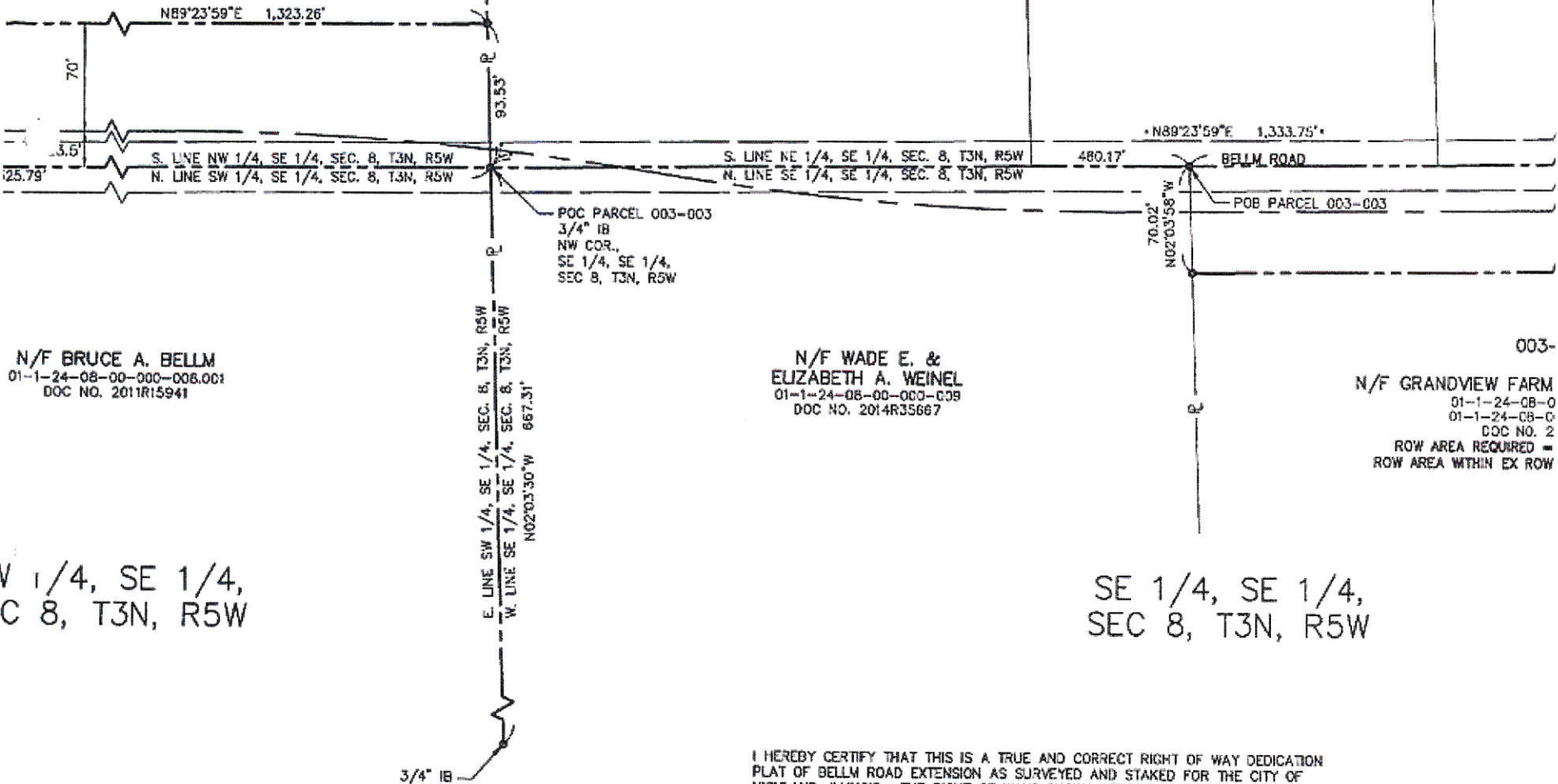
A-3

003-002

VIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-005  
DOC NO. 2017R13431  
REQUIRED = 282,162 SF (6.0184 AC)  
ATHIN EX ROW = 49,518 SF (1.1368 AC)

N/F THOMAS J. &  
CYNTHIA A. GUTZLER  
01-1-24-08-00-000-005.002  
BK 3660 PG 675

N/F JASON ZOBRIST &  
KATELYN WILLMAN  
01-1-24-08-00-003-006.001  
DOC NO. 2015R16584



N/F BRUCE A. BELLM  
01-1-24-08-00-000-006.001  
DOC NO. 2011R15941

N/F WADE E. &  
ELIZABETH A. WEINEL  
01-1-24-08-00-000-009  
DOC NO. 2014R35667

003-  
N/F GRANDVIEW FARM  
01-1-24-08-0  
01-1-24-08-0  
DOC NO. 2  
ROW AREA REQUIRED =  
ROW AREA WITHIN EX ROW

V 1/4, SE 1/4,  
C 8, T3N, R5W

SE 1/4, SE 1/4,  
SEC 8, T3N, R5W

**LEGEND**

EXISTING ROW	
PROPOSED ROW	
PROPERTY LINE	
SECTION LINE	
ALIGNMENT BASELINE	
STONE FOUND	
CONCRETE MONUMENT FOUND	

JOSEPH R. MICHAELIS, MAYOR

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY DATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY

SEC 9, T3N, R5W

B-4

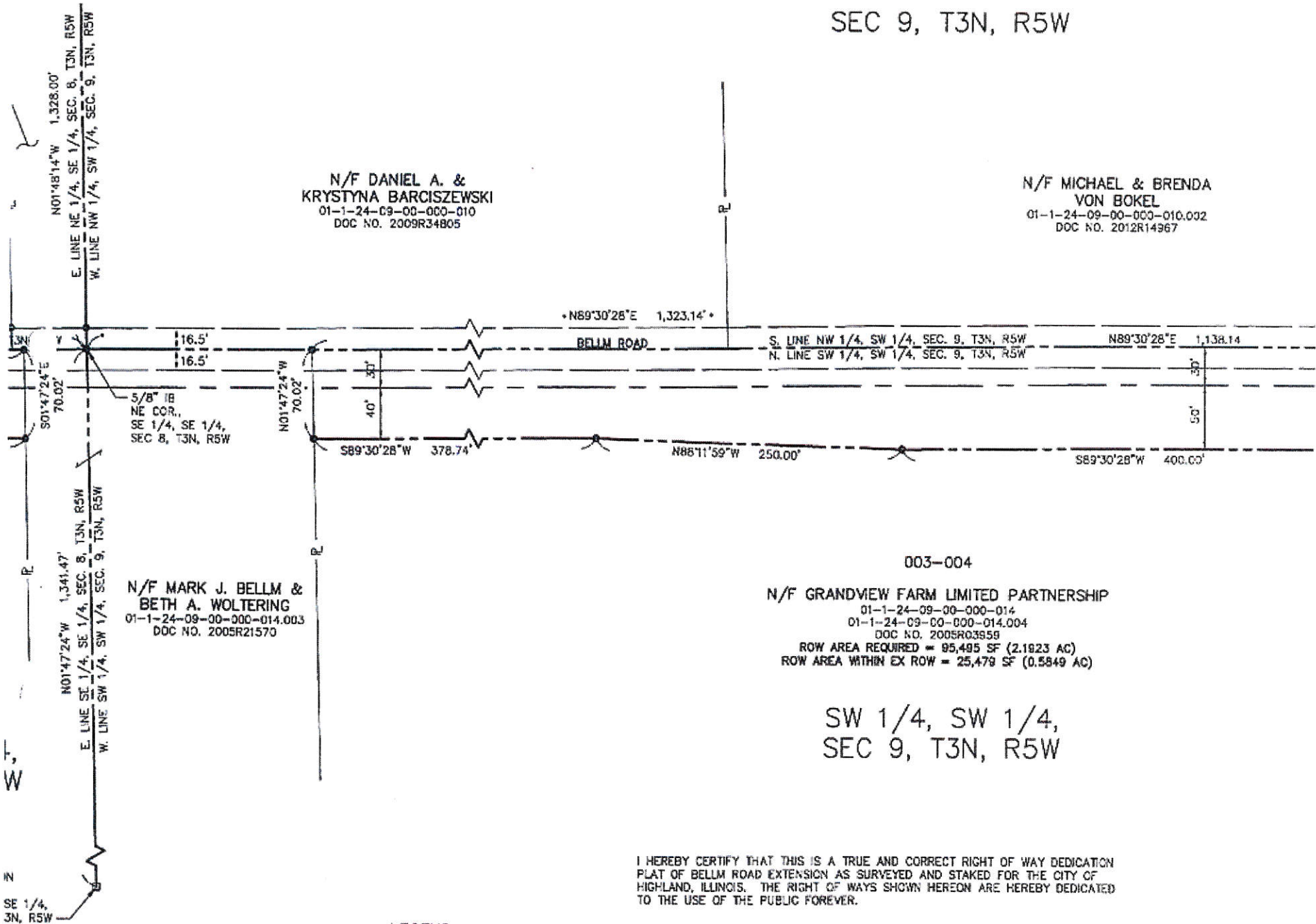
N/F DANIEL A. &  
KRYSTYNA BARCISZEWSKI  
01-1-24-09-00-000-010  
DOC NO. 2009R34805

N/F MICHAEL & BRENDA  
VON BOKEL  
01-1-24-09-00-000-010.002  
DOC NO. 2012R14967

N/F MARK J. BELLM &  
BETH A. WOLTERING  
01-1-24-09-00-000-014.003  
DOC NO. 2005R21570

003-004  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-09-00-000-014  
01-1-24-09-00-000-014.004  
DOC NO. 2005R03959  
ROW AREA REQUIRED = 95,495 SF (2.1923 AC)  
ROW AREA WITHIN EX ROW = 25,479 SF (0.5849 AC)

SW 1/4, SW 1/4,  
SEC 9, T3N, R5W



LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- ALIGNMENT BASELINE
- STONE FOUND
- CONCRETE MONUMENT FOUND

JOSEPH R. MICHAELIS, MAYOR

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE

CITY OF



N89°36'18"E 1,055.99'

N89°36'18"E

P

S. LINE NW 1/4, SW 1/4, SEC. 8, T3N, R5W

N. LINE SW 1/4, SW 1/4, SEC. 8, T3N, R5W

S89°36'18"W 1,057.02'

003-001

N/F GRANDVIEW FARM, LIMITED PARTNERSHIP

01-1-24-08-00-000-0000-001

01-1-24-08-00-000-0000-002

DOC NO. 2017R13455

ROW AREA REQUIRED = 206,111 SF (4.7317 AC)

ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

SW 1/4, SW 1/4,  
SEC 8, T3N, R5W

R-5

S88°06'16"E 250.20'

N89°36'18"E

567.42'

T3N, R5W

S89°36'18"W

BELLM ROAD

1,320.05'

23.5'

70'

BELLM

R

N02°04'07"W 1,330.29'

E. LINE SE 1/4, SW 1/4, SEC. 8, T3N, R5W

W. LINE SW 1/4, SE 1/4, SEC. 8, T3N, R5W

1/2" IB  
SW COR.,  
NW 1/4, SE 1/4,  
SEC. 8, T3N, R5W

S. LINE NW 1/4, SE 1/4,  
N. LINE SW 1/4, SE 1/4

N/F JASON

01-1-24-0

00-000000

DOC NO. 2005R26798

SET 5/8" IB

E. LINE SW 1/4, SE 1/4, SEC. 8, T3N, R5W  
W. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W  
N02°03'30"W 667.31'

P

P

93.53'

POC PARCEL 003-003  
3/4" IB  
NW COR.  
SE 1/4, SE 1/4,  
SEC. 8, T3N, R5W

S. LINE NE 1/4, SE 1/4, SEC. 8, T3N, R5W  
N. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W

N/AE WADE E. &  
ELIZABETH A. WEINEL  
01-24-08-00-000-009  
DOC NO. 2014R56567

480.17'

70.02'

SEC 1

• N89°30'28" E 1,323.14' •

BELLM ROAD

S. LINE NW 1/4, SW 1/4, SEC. 9, T31  
N. LINE SW 1/4, SW 1/4, SEC. 9, T31

30'  
40'

S89°30'28" W 378.74'

N88°11'59" W 250.00'

003-004

N/F GRANDVIEW FARM LIMITED

01-1-24-09-00-000

01-1-24-09-00-000-

DOC NO. 2005R036

ROW AREA REQUIRED = 95,495

ROW AREA WITHIN EX ROW = 25,4

SW 1/4, SW  
SEC 9, T31N

**ORDINANCE NO. 3124**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF AN OPTION  
TO BUY ADDITIONAL REAL ESTATE  
FROM GRANDVIEW FARMS LIMITED PARTNERSHIP  
FOR FUTURE CONSTRUCTION OF  
PART OF THE SOUTHERN PERIPHERAL ROUTE FOR CITY OF HIGHLAND**

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

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

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

WHEREAS, City intends to complete the peripheral route around the City for the public purpose of providing safer roads, better vehicle traffic flow, enhanced utility service for all City residents, and future growth of City to the South; and

WHEREAS, City has determined it necessary to purchase an option to buy additional real estate from Grandview Farms Limited Partnership for future construction of part of the Southern peripheral route, including real estate from Illinois Route 160 to Arkansas Road (*See Real Estate Option Agreement attached hereto as **Exhibit A***); and

WHEREAS, the Southern peripheral route will be used for a public purpose and any option to buy real estate purchased for the construction of the Southern peripheral route will be purchased by City for a public purpose; and

WHEREAS, City has determined it necessary to purchase an option to buy real estate for \$31,571.10 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy additional real estate for \$31,571.10 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the Agreement attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute any documents necessary to complete the purchase of an option to buy additional real estate for \$31,571.10 from Grandview

Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the Agreement attached hereto as **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.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy additional real estate from Grandview Farm Limited Partnership for \$31,571.10, and pursuant to the Agreement attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

*Section 3.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute whatever documents may be necessary to purchase an option to buy additional real estate from Grandview Farm Limited Partnership for \$31,571.10, and pursuant to the Agreement attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

*Section 4.* This Ordinance shall be known as Ordinance No. 3124 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 16<sup>th</sup> day of August, 2021, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Sloan, Frey, Bellm  
NOES: None  
ABSENT: Hipskind



ATTEST:

APPROVED:

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

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

**REAL ESTATE OPTION AGREEMENT**  
**Additional Real Estate for Southern Peripheral Route**

**Route 160 to Arkansas Road**

THIS PURCHASE OPTION AGREEMENT is made and entered into this 15<sup>th</sup> day of July 2021, by and between Grandview Farm Limited Partnership, hereinafter referred to as the "Owner," and the City of Highland, Illinois, hereinafter referred to as the "Optionee."

Condition Subsequent: Owner and Optionee intend to execute this Agreement prior to Optionee obtaining the approval necessary to give force and effect to this "Real Estate Option Agreement" (hereinafter "Agreement"). Optionee represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Owner and Optionee shall have no obligation under this Agreement until Optionee has obtained legal approval of the foregoing ordinance approving of this Agreement. If Optionee has not received the foregoing legal approval prior to August 31, 2021, this Agreement shall have no force or effect. Owner and Optionee may extend the approval deadline by mutual written consent.

**Consideration and Grant of Option**

1. In consideration of the payment of \$31,571.10 to the Owner and to the delivery from the Optionee to the Owner of the ordinance approving of this Agreement, all to be received on or before August 31, 2021, the Owner hereby grants to the Optionee the sole and exclusive right and option to purchase the premises, hereinafter referred to as the "Premises," described in Exhibit "A" and mapped in Exhibit "B" attached hereto and made a part hereof, together with all improvements, easements, and appurtenances thereto for the price and within the time specified herein. In the event that the option granted herein is exercised, the above-recited consideration shall be applied against and be considered part of the purchase price.

**Exercise of Option**

2. This option may be exercised by the Optionee at any time on or before 6:00 p.m. on August 1, 2023, by depositing written notice to such effect in the United States mail on or before 6:00 p.m. on the aforesaid date or delivering written notice of the exercise of this option to the Owner at the address hereinafter set forth on or before 6:00 p.m. on the aforesaid date. The giving of such notice shall result in the agreement becoming a binding contract of purchase and sale between the parties hereto. If the Optionee fails to exercise this option before its expiration, the consideration paid herewith shall be retained by the Owner.

**Purchase Price**

3. The purchase price for that portion of the Premises generally described as "Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road" (191,340 square feet, more or less) shall be \$315,711.00, which shall be paid in accordance with the Sales Contract, attached hereto as Exhibit "C" and made a part hereof.

For clarification, should Optionee perform according to this Agreement, and exercise the Option, the purchase price on or before August 1, 2023, for the Premises generally described as Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road shall be **\$284,139.90** ( $\$315,711.00 - \$31,571.10 = \$284,139.90$ ).

#### **Conveyance**

4. The Premises shall be conveyed to the Optionee by general warranty deed with full release of dower, free and clear of all liens and encumbrances whatsoever, except for real estate taxes and general and special assessments not then due and payable, zoning ordinances, and such easements, reservations, limitations, and restrictions as the Optionee shall approve in its sole discretion.

#### **Title**

5. Upon receipt of notice of exercise of the option, the Owner shall forthwith have a search of the title made and the customary report of title and a title insurance commitment prepared and cause the same to be provided to each party. The Optionee shall, within 30 days, notify the Owner of any objections to title. Such title will be acceptable when it is capable of being transferred into the name of the Optionee, subject only to taxes and assessments not then due and payable, and zoning ordinances and such easements, restrictions, reservations, limitations, and covenants and conditions of record.

#### **Costs Paid by Owner**

6. Upon the exercise of the option and the closing of the transaction, the Owner shall be responsible for the following costs and expenses:
  - a. Any transfer taxes.
  - b. Costs of title search.
  - c. Discharge of any liens.
  - d. One half of any other closing expenses other than those to be born wholly by the Optionee.
  - e. All debits to be made by reason of the proration of taxes which shall be prorated on the basis of the latest tax statement available on the record date of transfer of title to the Optionee; provided, however, that if the tax statement then available overstates such charges, any excess funds shall be repaid to the Owner upon a final determination of the actual amount due.

#### **Costs Paid by Optionee**

7. Upon the exercise of the option and the closing of the transaction, the Optionee shall be responsible for the following costs and expenses:



- a. Cost of recording the deed.
- b. One half of any other closing expenses other than those to be born wholly by the Owner.

**Possession of Premises**

- 8. Possession of the Premises shall be delivered to the Optionee upon the record date of transfer of title.

**Entry for Inspection**

- 9. The Optionee is authorized to enter upon the Premises and make such inspections, surveys, and soil tests of the subject Premises as it shall deem appropriate.

**Delivery of Notice**

- 10. All notices provided for herein, if not delivered in person, shall be sent by United States certified mail, return receipt requested, to:
  - a. Optionee - City of Highland, Attn: City Manager, PO Box 218, 1115 Broadway, Highland, Illinois 62249.
  - b. Owner – Dr. William Drake, on behalf of Grandview Farm LP, 10205 State Route 143, Marine, IL 62601

Either party shall have the right to designate a new address for the receipt of said notices by written notice given as aforesaid.

**Representations**

- 11. Owner and Optionee hereby warrant and represent to each other that no real estate broker has participated in or pursued this transaction.

EXECUTED on the date and year first written.

By:   
Dr. William Drake, on behalf of Grandview Farm LLP.

By: \_\_\_\_\_  
City Manager Christopher Conrad, on behalf of The City of Highland, Illinois.

003-003

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-08-00-000-009.001 & 01-1-24-08-00-000-009.002

Part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at a 3/4 inch iron rebar marking the northwest corner of said Quarter-Quarter; thence on an assumed bearing of North 89 degrees 23 minutes 59 seconds East on the north line of said Quarter-Quarter, 480.17 feet to the east line of a tract of land described in the deed to Wade E. and Elizabeth A. Weinel, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2014R35667, said point being the Point of Beginning.

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Tyler G. Gross, as recorded in said Recorder's Office as Document Number 2018R39857; thence South 01 degree 47 minutes 24 seconds East on said west line, 90.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 90.00 feet southerly of and parallel with said north line, 803.15 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 90.03 feet to the Point of Beginning.

Said parcel contains 73,303 square feet or 1.6828 acres, more or less.

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

Part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 285.89 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 15 degrees 55 minutes 53 seconds West, 168.26 feet; thence North 46 degrees 12 minutes 21 seconds West, 34.71 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 100.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 420.62 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 90.00 feet southerly of and parallel with said north line, 378.17 feet to the east line of a tract of land described in the deed to Tyler G. Gross, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2018R39857; thence North 01 degree 47 minutes 24 seconds West on said east line, 90.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 118,037 square feet or 2.7098 acres, more or less.

NW 1/4, SW 1/4,  
SEC 8, T3N, R5W

SW 1/4, SW 1/4,  
SEC 8, T3N, R5W

003-001  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-003.001  
01-1-24-08-00-000-003.002  
DOC NO. 2017R13433  
ROW AREA REQUIRED = 206,111 SF (4.7317 AC)

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS DATE \_\_\_\_\_  
  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003119 DATE 05/18/2021  
EXPIRES 11/30/2022

LEGEND

EXISTING ROW	—————
PROPOSED ROW	—————
PROPERTY LINE	—————
SECTION LINE	—————
STONE FOUND	▲ ST
CONCRETE MONUMENT FOUND	□ CM
R.O.W. MONUMENT FOUND	⊗
IRON REBAR FOUND	⊙ IB
IRON PIPE FOUND	⊙ IP
5/8" X 30" IRON REBAR SET	●
POINT OF COMMENCEMENT	● POC
POINT OF BEGINNING	● POB

NOTES

- BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)—WEST ZONE (GPS OBSERVATIONS).
- FIELD BOOK #334
- FIELD WORK COMPLETED JULY 2017.



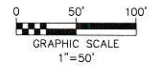
RIGHT OF WAY DEDICATION PLAT  
BELLM ROAD EXTENSION  
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

**OATES ASSOCIATES**  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com

Collinsville St. Louis Belleville St. Charles  
KILBOUR DESIGN PROFESSIONAL LICENSE NO. 184-001115

DRAWN BY: WAM  
CHKD BY: SMK  
DATE: 05/03/2021

JOB NO.: 220003.007  
SHEET 1 OF 4 SHEETS



NE 1/4, SW 1/4,  
SEC 8, T3N, R5W

NW 1/4, SE 1/4,  
SEC 8, T3N, R5W

003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-005  
DOC NO. 2017R13431  
ROW AREA REQUIRED = 262,162 SF (6.0184 AC)

N/F BRUCE BELLM  
01-1-24-08-00-000-008  
01-1-24-08-00-000-008.001  
DOC NO. 2020R22086

N/F JASON & KATIE HENRICHS  
01-1-24-08-00-000-008.003  
DOC NO. 2005R26798

N/F TRI-TOWNSHIP  
WATER DISTRICT  
01-1-24-08-00-000-008.002  
BK 4106 PG 1207

N/F VALENTINE H. & FERN E. BELLM  
01-1-24-08-00-000-008  
01-1-24-08-00-000-008.001  
BK 4273 PG 1050

SE 1/4, SW 1/4,  
SEC 8, T3N, R5W

SW 1/4, SE 1/4,  
SEC 8, T3N, R5W

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Keil* \_\_\_\_\_ 05/18/2021  
STEVEN M. KEIL, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003119 DATE \_\_\_\_\_  
EXPIRES 11/30/2022

LEGEND

- EXISTING ROW \_\_\_\_\_
  - PROPOSED ROW \_\_\_\_\_
  - PROPERTY LINE \_\_\_\_\_
  - SECTION LINE \_\_\_\_\_
  - STONE FOUND \_\_\_\_\_
  - CONCRETE MONUMENT FOUND \_\_\_\_\_
  - R.O.W. MONUMENT FOUND \_\_\_\_\_
  - IRON REBAR FOUND \_\_\_\_\_
  - IRON PIPE FOUND \_\_\_\_\_
  - 5/8" X 30" IRON REBAR SET \_\_\_\_\_
  - POINT OF COMMENCEMENT \_\_\_\_\_
  - POINT OF BEGINNING \_\_\_\_\_
- ▲ ST
  - CM
  - ⊗
  - IB
  - IP
  - 
  - POC
  - POB

NOTES

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
2. FIELD BOOK #334
3. FIELD WORK COMPLETED JULY 2017.



RIGHT OF WAY DEDICATION PLAT  
BELLM ROAD EXTENSION  
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

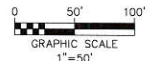
**OATES ASSOCIATES**  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com

Collinsville St. Louis Belleville St. Charles  
ILLINOIS DESIGN FIRM LICENSE NO. 184-001115

DRAWN BY: WAM  
CHKD BY: SMK  
DATE: 05/03/2021

JOB NO.: 220003.007  
SHEET 2 OF 4 SHEETS

RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234



NW 1/4, SE 1/4,  
SEC 8, T3N, R5W

NE 1/4, SE 1/4,  
SEC 8, T3N, R5W

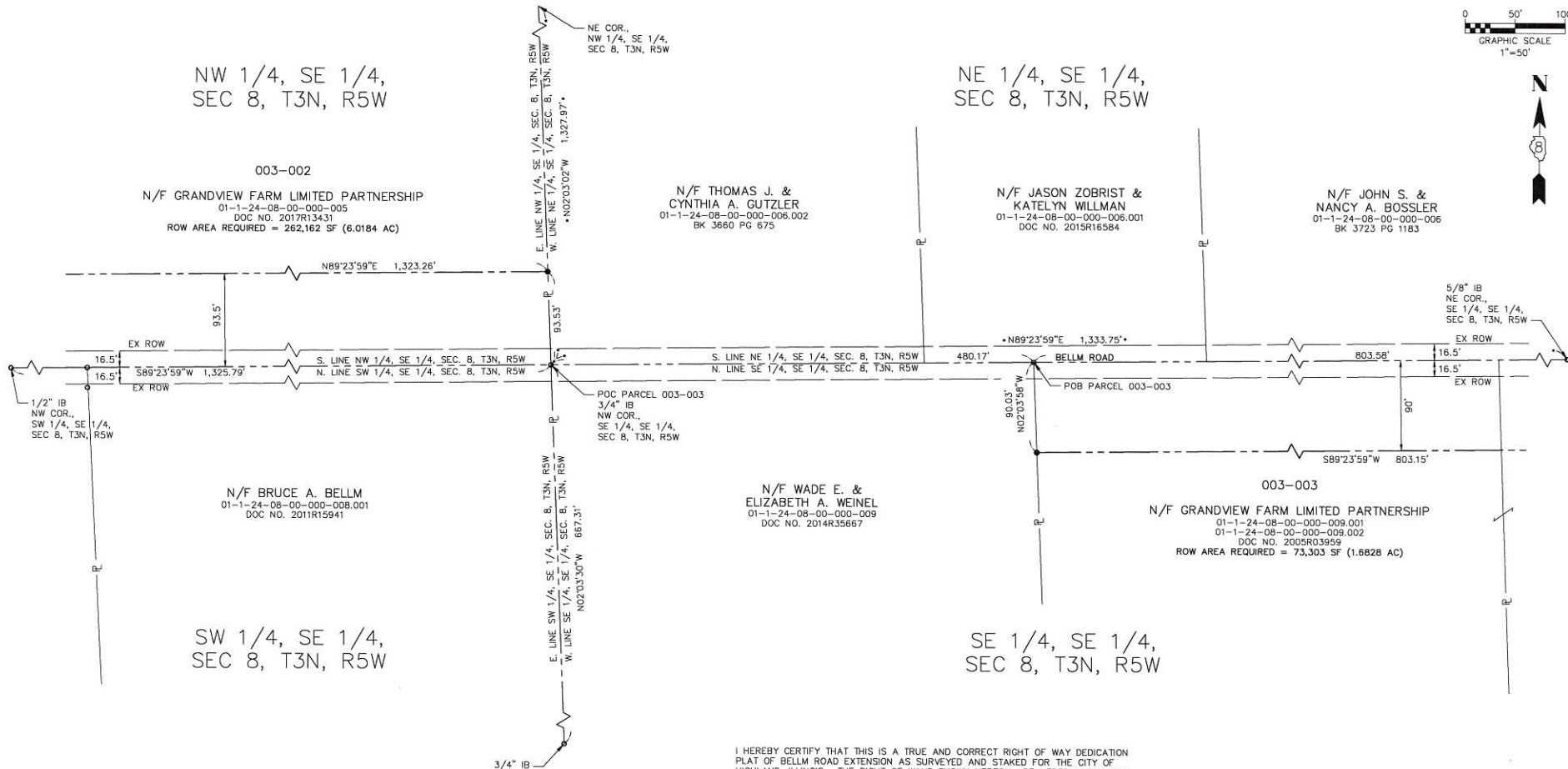
003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-005  
DOC NO. 2017R13431  
ROW AREA REQUIRED = 262,162 SF (6.0184 AC)

N/F THOMAS J. &  
CYNTHIA A. GUTZLER  
01-1-24-08-00-000-006.002  
BK 3660 PG 675

N/F JASON ZOBRIST &  
KATELYN WILLMAN  
01-1-24-08-00-000-008.001  
DOC NO. 2015R16584

N/F JOHN S. &  
NANCY A. BOSSLER  
01-1-24-08-00-000-006  
BK 3723 PG 1183



N/F BRUCE A. BELLM  
01-1-24-08-00-000-008.001  
DOC NO. 2011R15941

N/F WADE E. &  
ELIZABETH A. WEINEL  
01-1-24-08-00-000-009  
DOC NO. 2014R35667

003-003  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-009.001  
01-1-24-08-00-000-009.002  
DOC NO. 2005R03959  
ROW AREA REQUIRED = 73,303 SF (1.6828 AC)

SW 1/4, SE 1/4,  
SEC 8, T3N, R5W

SE 1/4, SE 1/4,  
SEC 8, T3N, R5W

**LEGEND**

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- STONE FOUND
- CONCRETE MONUMENT FOUND
- R.O.W. MONUMENT FOUND
- IRON REBAR FOUND
- IRON PIPE FOUND
- 5/8" X 30" IRON REBAR SET
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- POC
- POB

**NOTES**

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
2. FIELD BOOK #334
3. FIELD WORK COMPLETED JULY 2017.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Keil*  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022

05/18/2021  
DATE



<b>RIGHT OF WAY DEDICATION PLAT BELLM ROAD EXTENSION CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS</b>	
	100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com
STEVEN M. KEIL 035-003119 COLLINSVILLE ILLINOIS	COLLINSVILLE ST. LOUIS BELLEVILLE ST. CHARLES ILLINOIS DESIGN FIRM LICENSE NO. 184-001115
DRAWN BY: WAM CHKD BY: SMK DATE: 05/03/2021	JOB NO.: 220003.007 SHEET 3 OF 4 SHEETS

NE 1/4, SE 1/4,  
SEC 8, T3N, R5W

NW 1/4, SW 1/4,  
SEC 9, T3N, R5W

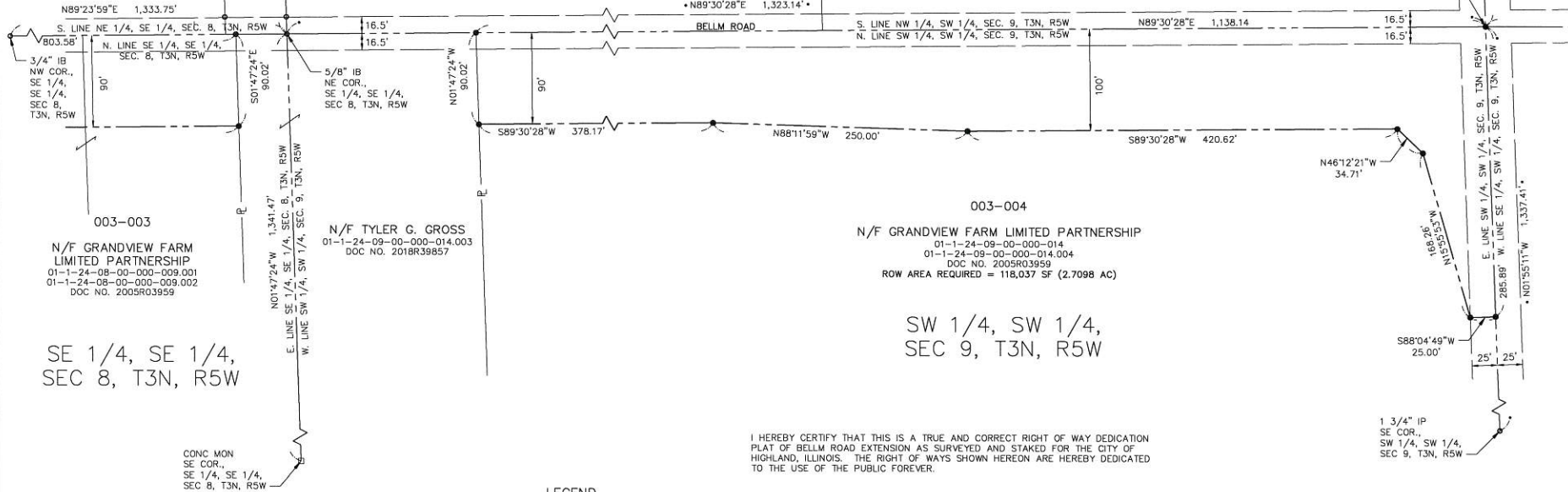
N/F CHAD & BOBBIE WEISS  
01-1-24-08-00-000-006.003  
DOC NO. 2018R15687

N/F JOHN S. &  
NANCY A. BOSSLER  
01-1-24-08-00-000-006  
BK 3723 PG 1183

N/F DANIEL A. &  
KRYSTYNA BARCISZEWSKI  
01-1-24-09-00-000-010  
DOC NO. 2009R34805

N/F MICHAEL & BRENDA  
VON BOKEL  
01-1-24-09-00-000-010.002  
DOC NO. 2012R14967

POB PARCEL 003-004  
SET 5/8" IB  
NE COR.,  
SW 1/4, SW 1/4,  
SEC 9, T3N, R5W



N/F GRANDVIEW FARM  
LIMITED PARTNERSHIP  
01-1-24-08-00-000-009.001  
01-1-24-08-00-000-009.002  
DOC NO. 2005R03959

N/F TYLER G. GROSS  
01-1-24-09-00-000-014.003  
DOC NO. 2018R39857

N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-09-00-000-014  
01-1-24-09-00-000-014.004  
DOC NO. 2005R03959  
ROW AREA REQUIRED = 118,037 SF (2.7098 AC)

SE 1/4, SE 1/4,  
SEC 8, T3N, R5W

SW 1/4, SW 1/4,  
SEC 9, T3N, R5W

**LEGEND**

- EXISTING ROW \_\_\_\_\_
  - PROPOSED ROW \_\_\_\_\_
  - PROPERTY LINE \_\_\_\_\_
  - SECTION LINE \_\_\_\_\_
  - STONE FOUND \_\_\_\_\_
  - CONCRETE MONUMENT FOUND \_\_\_\_\_
  - R.O.W. MONUMENT FOUND \_\_\_\_\_
  - IRON REBAR FOUND \_\_\_\_\_
  - IRON PIPE FOUND \_\_\_\_\_
  - 5/8" x 30" IRON REBAR SET \_\_\_\_\_
  - POINT OF COMMENCEMENT \_\_\_\_\_
  - POINT OF BEGINNING \_\_\_\_\_
- ▲ ST
  - CM
  - ⊗ IP
  - IP
  - POC
  - POB

**NOTES**

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- FIELD BOOK #334
- FIELD WORK COMPLETED JULY 2017.

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JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY DATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Keil*  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022

05/18/2021  
DATE



**RIGHT OF WAY DEDICATION PLAT**  
**BELLM ROAD EXTENSION**  
**CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS**

**OATES ASSOCIATES**  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com  
Collinsville St. Louis Belleville St. Charles  
ILLINOIS DESIGN PROFESSIONAL LICENSE NO. 184 001115

DRAWN BY: WAM  
CHKD BY: SMK  
DATE: 05/03/2021

JOB NO.: 220003.007  
SHEET 4 OF 4 SHEETS

RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234

EXHIBIT C  
CONTRACT TO PURCHASE AGRICULTURAL LAND

This Contract is entered into this \_\_\_\_\_ day of \_\_, 20\_\_, between Grandview Farm Limited Partnership (hereinafter "Seller"), 10205 State Route 143, Marine, IL 62061, and the City of Highland, Illinois (hereinafter "Buyer"), PO Box 218, 1115 Broadway, Highland, IL 62249.

Condition Subsequent: Seller and Buyer intend to execute this Agreement prior to Buyer obtaining the approval necessary to give force and effect to this "Contract to Purchase Agricultural Land" (hereinafter "Agreement"). Buyer represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Seller and Buyer shall have no obligation under this Agreement until Buyer has obtained legal approval of the foregoing ordinance approving of this Agreement. If Buyer has not received the foregoing legal approval prior to September 30, 2023, this Agreement shall have no force or effect. Seller and Buyer may extend the approval deadline by mutual written consent.

Seller agrees to sell and Buyer agrees to purchase the following described real estate located in Madison County, Illinois:

"Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road" or "Premises," described in Exhibit "A" and mapped in Exhibit "B" attached hereto and made a part hereof, together with all improvements, easements, and appurtenances thereto for the price and within the time specified herein.

**1. DOWN PAYMENT, CONTRACT SALES PRICE AND TERMS**

A down payment of \$31,571.10 towards the total agreed purchase price of \$315,711.00 is acknowledged as having been paid by Buyer pursuant to a Real Estate Option Agreement entered into between the parties on or about the 15<sup>th</sup> day of July 2021. The balance due at closing before adjustments for real estate taxes, any liens and other closing costs will be **\$284,139.90** ( $\$315,711.00 - \$31,571.10 = \$284,139.90$ ).

Upon entering into this Contract, Seller agrees to immediately notify, in writing with a copy to Buyer, any tenant farmer of the land being purchased that his leasehold interests are terminated.

The foregoing ordinance referenced as a Condition Subsequent shall be delivered to Seller upon its passage.

**2. METHOD OF PAYMENT:** Cash by certified cashiers check or wired funds.

**3. CLOSING AND POSSESSION**



This Contract shall be closed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (in no event later than ninety (90) days after this Contract is approved by the Corporate Authorities of City of Highland, IL; said date may be extended by mutual written consent of both Parties) at Benchmark Title, Edwardsville, Illinois, or at such other title company and time as may be mutually agreed in writing.

Possession of said property is to be delivered to Buyer on the closing date.

#### **4. REAL ESTATE TAXES**

Real estate taxes shall be prorated to the date of closing and either paid by Seller or credited towards Buyer's purchase price due.

#### **5. CONVEYANCE**

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, which instrument shall be subject to standard exceptions. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.

#### **6. ENVIRONMENTAL**

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises, Seller has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

#### **7. TITLE EVIDENCE**

Seller shall within a reasonable period furnish at Seller's expense a commitment and Owners Title Guaranty Policy for the amount of the purchase price, subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, and (g) mortgage or other lien that may be eliminated at closing by application of the purchase price. Buyer shall within ten (10) business days after receiving such title evidence, deliver to Seller, together with such evidence, a report in writing specifying any objections made to the title.

In case such title evidence is not delivered to Buyer within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

#### **8. MINERAL RIGHTS**

The Buyer will receive, and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

#### **9. PERFORMANCE**

In the event of default by either party under the terms of this Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to this Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

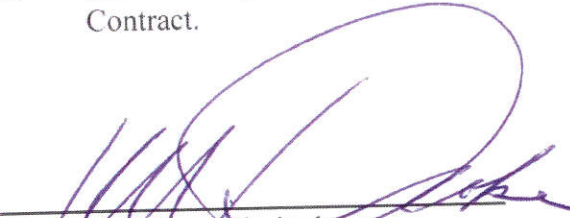
#### **10. COMMISSION**

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller, if any.

#### **11. GENERAL CONDITIONS AND STIPULATIONS**

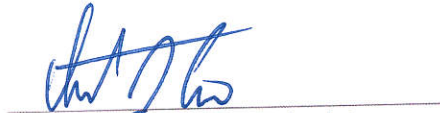
- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with government regulations.

- F. Buyer and Seller agree that closing costs and expenses shall be paid according to customary practices in and around Madison County, Illinois. Where In conflict, the Option Agreement entered into between the parties shall prevail. The premium for the Owner's Title Insurance Policy shall be paid by Seller. All transfer taxes shall be paid by Seller.
- G. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.



---

Grandview Farm Limited  
Partnership, by William K. Drake,  
general partner



---

Christopher Conrad, City Manager  
City of Highland, Illinois

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

Part of the Southwest Quarter of the Southwest Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 285.89 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 15 degrees 55 minutes 53 seconds West, 168.26 feet; thence North 46 degrees 12 minutes 21 seconds West, 34.71 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 100.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 420.62 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 90.00 feet southerly of and parallel with said north line, 378.17 feet to the east line of a tract of land described in the deed to Tyler G. Gross, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2018R39857; thence North 01 degree 47 minutes 24 seconds West on said east line, 90.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 118,037 square feet or 2.7098 acres, more or less.

NW 1/4, SW 1/4,  
SEC 8, T3N, R5W

SW 1/4, SW 1/4,  
SEC 8, T3N, R5W

003-001  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-003.001  
01-1-24-08-00-000-003.002  
DOC NO. 2017R13433  
ROW AREA REQUIRED = 206,111 SF (4.7317 AC)

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Keil*  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022

05/18/2021  
DATE

LEGEND

EXISTING ROW	———
PROPOSED ROW	- - - - -
PROPERTY LINE	_____
SECTION LINE	_____
STONE FOUND	▲ CM
CONCRETE MONUMENT FOUND	□ CM
R.O.W. MONUMENT FOUND	⊗ IB
IRON REBAR FOUND	⊙ IP
IRON PIPE FOUND	●
5/8" X 30" IRON REBAR SET	●
POINT OF COMMENCEMENT	● POC
POINT OF BEGINNING	● POB

NOTES

- BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
- FIELD BOOK #334
- FIELD WORK COMPLETED JULY 2017.



RIGHT OF WAY DEDICATION PLAT  
BELLM ROAD EXTENSION  
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

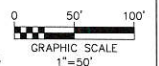
**OATES ASSOCIATES**  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com

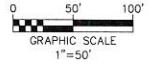
Calverton St. Louis Belleville St. Charles  
ILLINOIS DESIGN FIRM LICENSE NO. 184-001115

DRAWN BY: WAM  
CHKD BY: SMK  
DATE: 05/03/2021

JOB NO.: 220003.007  
SHEET 1 OF 4 SHEETS

RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234



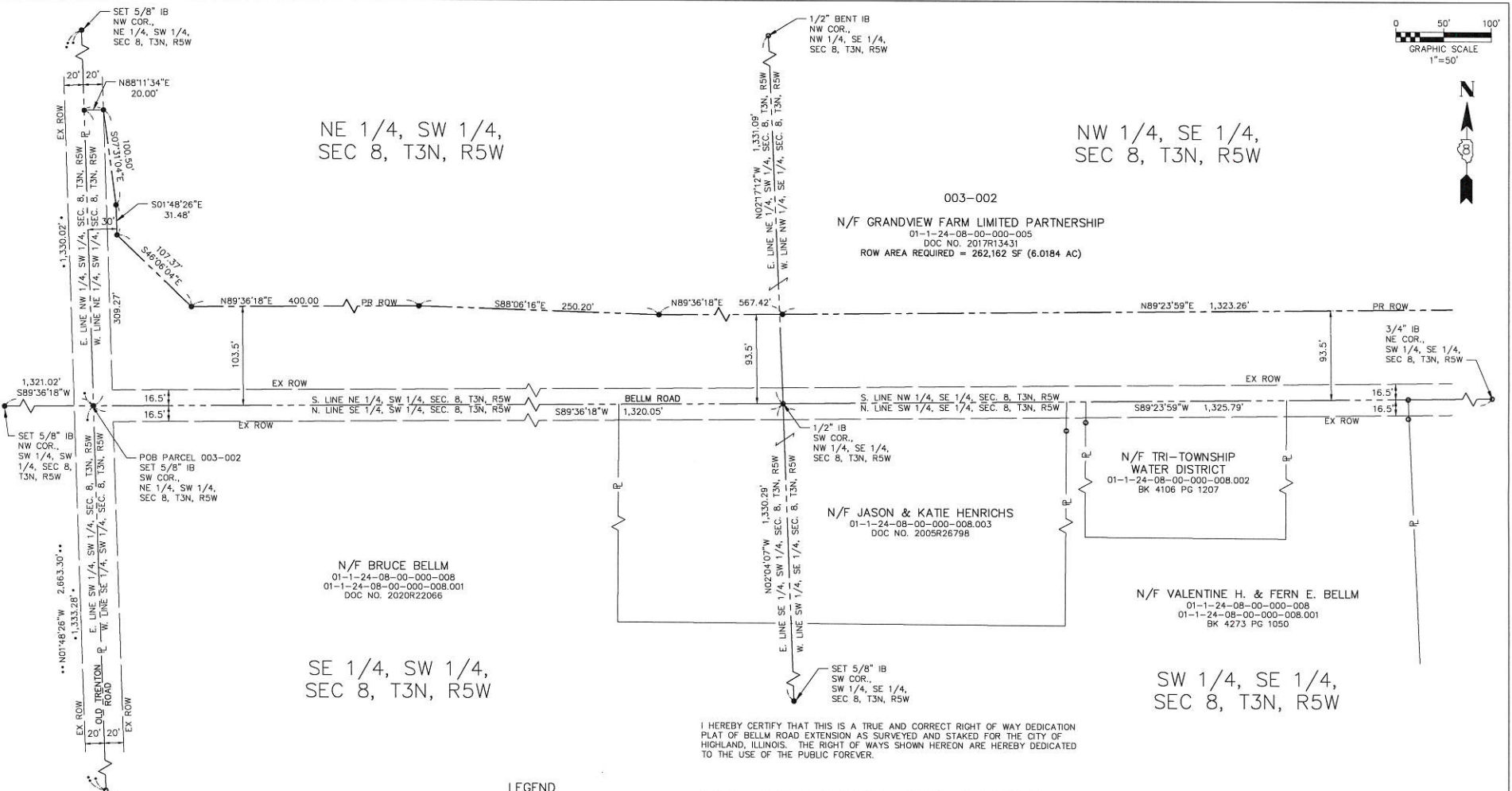


NE 1/4, SW 1/4,  
SEC 8, T3N, R5W

NW 1/4, SE 1/4,  
SEC 8, T3N, R5W

003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-005  
DOC NO. 2017913431  
ROW AREA REQUIRED = 262,162 SF (6.0184 AC)



SE 1/4, SW 1/4,  
SEC 8, T3N, R5W

SW 1/4, SE 1/4,  
SEC 8, T3N, R5W

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

**LEGEND**

EXISTING ROW	—————	▲ ST	CM
PROPOSED ROW	—————	□ IB	IB
PROPERTY LINE	—————	● IB	IP
SECTION LINE	—————	● IP	IP
STONE FOUND	—————	●	POB
CONCRETE MONUMENT FOUND	—————	●	POB
R.O.W. MONUMENT FOUND	—————	●	POB
IRON REBAR FOUND	—————	●	POB
IRON PIPE FOUND	—————	●	POB
5/8" X 30" IRON REBAR SET	—————	●	POB
POINT OF COMMENCEMENT	—————	●	POB
POINT OF BEGINNING	—————	●	POB

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Keil*  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022

05/18/2021  
DATE



**NOTES**

- BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
- FIELD BOOK #334
- FIELD WORK COMPLETED JULY 2017.

RIGHT OF WAY DEDICATION PLAT  
BELLM ROAD EXTENSION  
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

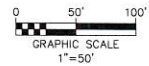
**OATES ASSOCIATES**

100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com

Calvinville St. Louis Belleville St. Charles  
LUBBOCK DESIGN FIRM LICENSE NO. 16160112

DRAWN BY: WAM  
CHKD BY: SWK  
DATE: 05/03/2021

JOB NO.: 220003.007  
SHEET 2 OF 4 SHEETS



NW 1/4, SE 1/4,  
SEC 8, T3N, R5W

NE 1/4, SE 1/4,  
SEC 8, T3N, R5W

003-002  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-005  
DOC NO. 2017R13431  
ROW AREA REQUIRED = 262,162 SF (6.0184 AC)

N/F THOMAS J. &  
CYNTHIA A. GUTZLER  
01-1-24-08-00-000-006.002  
BK 3660 PG 675

N/F JASON ZOBRIST &  
KATELYN WILLMAN  
01-1-24-08-00-000-006.001  
DOC NO. 2015R16584

N/F JOHN S. &  
NANCY A. BOSSLER  
01-1-24-08-00-000-006  
BK 3723 PG 1183

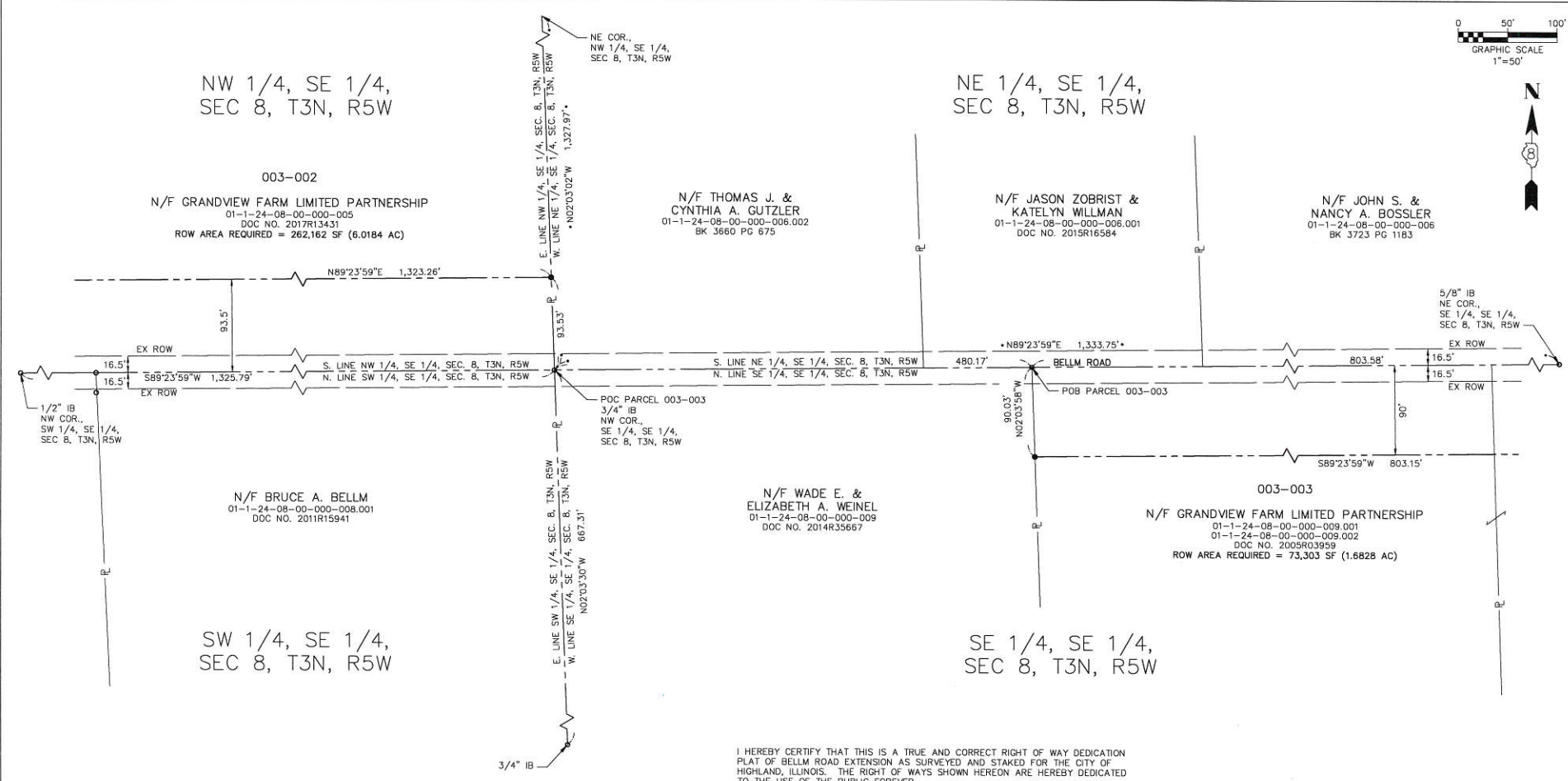
N/F BRUCE A. BELLM  
01-1-24-08-00-000-008.001  
DOC NO. 2011R15941

N/F WADE E. &  
ELIZABETH A. WEINEL  
01-1-24-08-00-000-009  
DOC NO. 2014R35667

003-003  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-08-00-000-009.001  
01-1-24-08-00-000-009.002  
DOC NO. 2005R03959  
ROW AREA REQUIRED = 73,303 SF (1.6828 AC)

SW 1/4, SE 1/4,  
SEC 8, T3N, R5W

SE 1/4, SE 1/4,  
SEC 8, T3N, R5W



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Keil*  
STEVEN M. KEIL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022  
DATE 05/18/2021




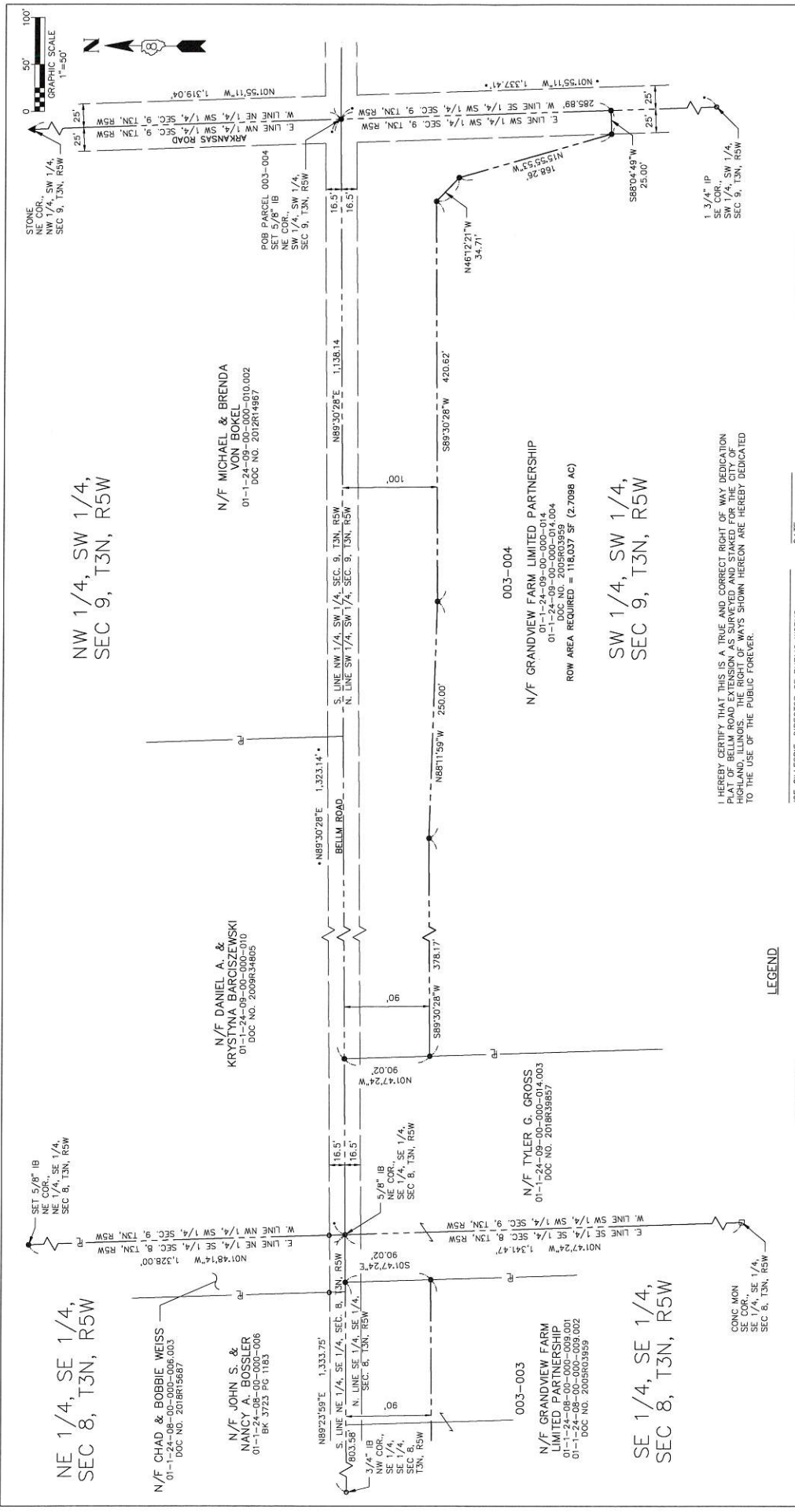
**LEGEND**

- EXISTING ROW \_\_\_\_\_
- PROPOSED ROW \_\_\_\_\_
- PROPERTY LINE \_\_\_\_\_
- SECTION LINE \_\_\_\_\_
- STONE FOUND ▲ ST
- CONCRETE MONUMENT FOUND □ CM
- R.O.W. MONUMENT FOUND ○ IB
- IRON REBAR FOUND ○ IP
- IRON PIPE FOUND ● IP
- POINT OF COMMENCEMENT POC
- POINT OF BEGINNING POB

**NOTES**

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
2. FIELD BOOK #334
3. FIELD WORK COMPLETED JULY 2017.

<b>RIGHT OF WAY DEDICATION PLAT</b> <b>BELLM ROAD EXTENSION</b> <b>CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS</b>	
 <b>OATES ASSOCIATES</b>	100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com <small>Collinsville St. Louis Belleville St. Charles ILLINOIS DESIGN FIRM LICENSE NO. 184-001115</small>
DRAWN BY: WAM CHKD BY: SMK DATE: 05/03/2021	JOB NO.: 220003.007 SHEET 3 OF 4 SHEETS



NE 1/4, SE 1/4,  
SEC 8, T3N, R5W

NW 1/4, SW 1/4,  
SEC 9, T3N, R5W

N/F CHAD & BOBBIE WEISS  
01-1-24-08-00-000-006.003  
DOC NO. 2018R15867

N/F JOHN S. &  
NANCY A. BOSSLER  
01-1-24-08-00-000-009.001  
BK 3723 PG 1183

N/F DANIEL A. &  
KRYSTYNA BARCISZEWSKI  
01-1-24-09-00-000-014.004  
DOC NO. 2009R34805

N/F MICHAEL & BRENDA  
VON BOKEL  
01-1-24-09-00-000-010.002  
DOC NO. 2012R14987

003-003  
N/F GRANDVIEW FARM  
LIMITED PARTNERSHIP  
01-1-24-08-00-000-009.001  
01-1-24-08-00-000-009.002  
DOC NO. 2005R03959

N/F TYLER G. GROSS  
01-1-24-09-00-000-014.003  
DOC NO. 2018R38857

003-004  
N/F GRANDVIEW FARM LIMITED PARTNERSHIP  
01-1-24-09-00-000-014.004  
01-1-24-09-00-000-014.004  
DOC NO. 2009R03959  
ROW AREA REQUIRED = 116.037 SF (2.7068 AC)

SE 1/4, SE 1/4,  
SEC 8, T3N, R5W

SW 1/4, SW 1/4,  
SEC 9, T3N, R5W

**NOTES**

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
2. FIELD BOOK #334
3. FIELD WORK COMPLETED JULY 2017.

**LEGEND**

- EXISTING ROW
- PROPOSED ROW
- PROPOSED LINE
- SECTION LINE
- STONE FOUND
- CONCRETE MONUMENT FOUND
- R.O.W. MONUMENT FOUND
- IRON REBAR FOUND
- 5/8" X 30" IRON REBAR SET
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- ST
- CM
- IB
- IP
- POC
- POB

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AND ADJACENT LOTS AND LOTS OF OATES ASSOCIATES, INC., ILLINOIS, PROFESSIONAL DESIGN ENGINEER LICENSE NO. 184-00115, FOR THE CITY OF HIGHLAND, ILLINOIS.

*Steven M. Vekel*  
STEVEN M. VEKEL  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-003119  
EXPIRES 11/30/2022

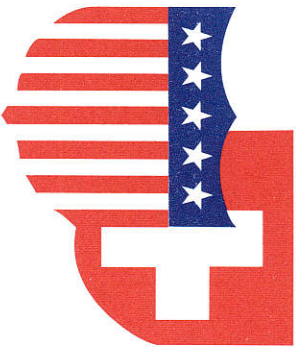
DATE

**OATES ASSOCIATES**  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com  
Collinsville, IL  
LANSING, MI  
LANSING, MI

DRAWN BY: WAM  
CHKD BY: SWK  
DATE: 05/18/2021  
JOB NO.: 220003.087

RIGHT OF WAY DEDICATION PLAT  
BELLM ROAD EXTENSION  
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

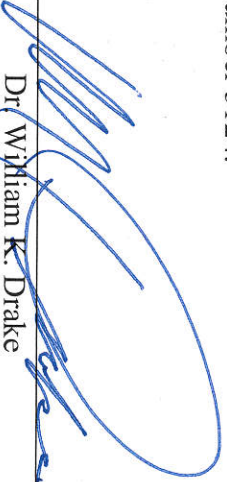





# City of Highland

RECEIPT OF PAYMENT  
FOR OPTION TO BUY LAND

I, Dr. William K. Drake, hereby acknowledge receipt of payment in the amount of \$31,571.10, from the City of Highland, Illinois, as consideration for the sole and exclusive right and option to purchase the premises, that is the described in the "REAL ESTATE OPTION AGREEMENT, Additional Real Estate for Southern Peripheral Route, Route 160 to Arkansas Road," entered into by the City of Highland and Grandview Limited Partnership on the 18<sup>th</sup> day of July, 2021, and authorized by the City Council of the City of Highland, via Ordinance Number 3124.

  
\_\_\_\_\_  
Dr. William K. Drake  
Grandview Farm Limited Partnership

  
\_\_\_\_\_  
Date

**AMENDMENT TO OPTION CONTRACTS BETWEEN GRANDVIEW FARMS  
LIMITED PARTNERSHIP AND CITY OF HIGHLAND, ILLINOIS**

**THIS AMENDMENT TO OPTION CONTRACTS** ("Amendment"), by and between City of Highland, Illinois ("City"), and Grandview Farms Limited Partnership ("Grandview"), is made and entered into effective as of the date executed by both Grandview and City, and after being passed by the affirmative vote of 2/3 of the corporate authorities of City (the "Effective Date"). City and Grandview may be referred to individually as Party, or collectively as the Parties.

- I. Extension of Options.** Through previous Agreements, the Parties have agreed to an option maturity date of August 1, 2023 for the purchase of real property more specifically discussed below. The Parties desire to extend the maturity date of all real estate option contracts between the City and Grandview for the Southern Peripheral Route to January 4, 2024.
- II. Option 1 – Ordinance No. 2901.** On November 19, 2018, City passed an Ordinance to purchase the first option for real estate for the Southern Peripheral Route from Grandview. *See* Ordinance No. 2901 attached as **Exhibit A**. City paid Grandview \$109,515.04 in consideration for an option to purchase real estate on or before August 1, 2023. *See* **Exhibit A**. As described more specifically in **Exhibit A**, the option for purchase of real estate between City and Grandview is as follows:
- a. Illinois 160 to Old Trenton Road – 206,111 square feet, more or less, for \$412,222.00.
  - b. Old Trenton Road to Arkansas Road – 413,896 square feet, more or less, for \$682,928.40.
  - c. The purchase price for all real estate from Grandview under Option 1 - \$1,095,150.40.
  - d. City's payment of \$109,515.04 is acknowledged as a down payment should City exercise Option 1.
  - e. Should City exercise Option 1, City's final payment to Grandview shall be \$985,635.36.

Hereinafter "Option 1."

- III. Option 2 – Ordinance No. 3124.** On August 17, 2021, City passed an Ordinance to purchase the second option for real estate from Grandview. *See* Ordinance No. 3124 attached as **Exhibit B**. City paid Grandview \$31,571.10 in consideration for an option to purchase additional real estate for the Southern Peripheral Route on or before August 1, 2023. *See* **Exhibit B**. As described more specifically in **Exhibit B**, the option for purchase of real estate between City and Grandview is as follows:

- a. Additional Real Estate for the Southern Peripheral Route from Illinois 160 to Arkansas Road – 191,340 square feet, more or less, for \$315,711.00.
- b. The purchase price for all real estate from Grandview under Option 1 - \$315,711.00.
- c. City's payment of \$31,571.10 is acknowledged as a down payment should City exercise Option 2.
- d. Should City exercise Option 2, City's final payment to Grandview shall be \$284,139.90.

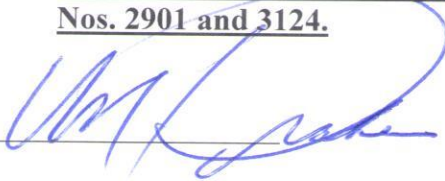
Hereinafter "Option 2."

**IV. Option 1 and Option 2 Maturity Dates Extended to January 4, 2024.** – The Parties desire to extend the option maturity dates for Option 1 and Option 2 to January 4, 2024. Should City exercise Option 1 and Option 2, City shall pay Grandview \$1,269,775.26 on or before January 4, 2024 pursuant to the contracts drafted and attached as **Exhibit A, B.**

Only by written agreement between the Parties will the Option maturity date be extended or changed from January 4, 2024, with agreement freely given by the Parties.

**Other than the maturity date for Option 1 and Option 2, everything else remains the same as it relates to Option 1 and Option 2 and previously passed Ordinance Nos. 2901 and 3124.**

By: \_\_\_\_\_



8-25-2022

Dr. William Drake, on behalf of Grandview Farm LLP

By: \_\_\_\_\_

City Manager, Christopher Conrad, on behalf of City of Highland, Illinois

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

**A RESOLUTION AUTHORIZING CITY OF HIGHLAND TO ENTER  
CRITICAL CARE GROUND TRANSPORTATION AGREEMENT  
WITH AIR METHODS CORPORATION**

**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 determined Air Methods Corporation (“AMC”) provides air medical transportation services; and

**WHEREAS**, City Council has determined City EMS service provides ground medical transportation services; and

**WHEREAS**, City EMS and AMC desire to enter a “Critical Care Ground Transportation Agreement” (“Agreement”) (*See Exhibit A*); and

**WHEREAS**, in the event a patient needing advanced level clinical care services must be transported to a healthcare facility, but cannot be transported by air, City EMS would transport the patient by ambulance, pursuant to the Agreement (**Exhibit A**); and

**WHEREAS**, City Council finds the Agreement (**Exhibit A**) is fair and reasonable and should be approved; and

**WHEREAS**, City Council finds the Agreement (**Exhibit A**) is in the best interest of the public health, safety, general welfare, and economic welfare of City; and

**WHEREAS**, City Council finds the City Manager and/or Mayor should be authorized and directed to execute whatever documents are necessary to enter the Agreement (**Exhibit A**).

**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 Agreement (**Exhibit A**) is approved.

*Section 3.* The City Manager and/or Mayor is directed and authorized to execute whatever documents are necessary to enter the Agreement (**Exhibit A**).

*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 \_\_\_\_\_, 2022, 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

## **CRITICAL CARE GROUND TRANSPORTATION AGREEMENT**

This Critical Care Ground Transportation Agreement (“Agreement”) is entered into as of the last date of signature below and effective October 10, 2022 (the “Effective Date”), by and between **Air Methods Corporation**, a Delaware corporation (“AMC”), and the **Highland Ambulance Service** (“Ground Provider”). AMC and Ground Provider are collectively referred to herein as the “Parties,” and each individually as a “Party.”

**WHEREAS**, AMC provides air medical transportation services with an advanced level of pre-hospital clinical care; and

**WHEREAS**, Ground Provider provides emergency medical services to its service area, including ground medical transportation services; and

**WHEREAS**, in the event that a patient needing advanced level clinical care services must be transported to a healthcare facility, but cannot be transported by air, the Parties wish for an on-duty AMC paramedic and registered nurse (the “AMC Transportation Team”) to provide clinical care to the patient in the Ground Provider’s ground ambulance; and

**WHEREAS**, such provision of Services, as defined herein, are occasional, non-routine and for the purpose of serving the best interests of the patient in need of an advanced level of patient care; and

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions pursuant to which AMC will provide its Services to Ground Provider.

**NOW, THEREFORE**, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the Parties agree as follows:

**1. Term.** The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date (the “Term”), except as the Term may be extended by mutual written agreement of the Parties hereto or earlier terminated as hereafter provided.

**2. Services.**

a. Upon request by a referring hospital or local healthcare facility, or upon determination by the medical control authority at a referring scene, the AMC Transportation Team may accompany the patient needing advanced level clinical care services during ground transport (the “Services”). The AMC Transportation Team is always to prioritize transport of the patient by air before the decision is made that the transport must be by ground. The Services shall only be provided on an occasional basis and only when all efforts to move the patient by air have been exhausted, either due to weather or mechanical issues precluding the aircraft from flight. Nothing herein shall obligate AMC to provide the Services if AMC’s Transportation Team are required for another transport or they are otherwise unavailable to accompany Ground Provider, and such decision shall be in AMC’s sole discretion. Likewise, nothing herein shall obligate Ground Provider to accept a request to provide ground transportation services under this Agreement if

Ground Provider does not have an available ambulance or driver. If either Party determines that weather creates unsafe ground travel conditions, either Party may refuse the transport.

b. If a hospital or local healthcare facility needs a critical care transport, it will contact the dispatch department at AMC to set up the transport. In the event that the Services are required because air transportation is unavailable, the AMC dispatch department will contact the Ground Provider to request the closest most appropriate ambulance. The AMC Transportation Team will use its own portable equipment and supplies during the transport, but will require an equipped ground ambulance vehicle with a qualified driver.

c. Once the patient has been successfully delivered to the receiving healthcare facility, the Ground Provider shall promptly transport the AMC Transportation Team back to the remote landing zone, local airport or the initial referring location, as requested, so that they can be ready to respond to new emergencies, at no charge to AMC.

**3. Patient Billings.** In the event the AMC Transportation Team accompanies Ground Provider, Ground Provider shall solely be entitled to bill Medicare, Medicaid, third-party payors and/or the patient for ground ambulance transport in which the Services are provided at the service level (e.g., ALS or SCT) permitted by law. To facilitate such billing and to assure continuity of care, the AMC Transportation Team shall create appropriate documentation of the Services rendered both at the scene (if applicable) and during transport and shall provide a copy of such documentation to Ground Provider. All such documentation shall belong to the Ground Provider as the billing entity, but AMC shall have access to such records for quality assessment purposes or other purposes, as necessary. AMC shall not be responsible for any claims or actions arising out of Ground Provider's coding and billing of the transport.

**4. Payment for Services.** Ground Provider shall compensate AMC for the Services rendered at the scene (if applicable) and during transport by paying the amount specified on Exhibit A (attached hereto and incorporated herein). Payment shall be due and payable within thirty (30) days of invoice by AMC and interest shall begin to accrue on all late payments at the rate of 10% annum, or the maximum permissible under applicable state law. The Parties have determined that the fees set forth herein constitute fair market value for the Services rendered.

**5. No Referral Contingency.** The Parties agree that the benefits to each Party do not require, are not payment for and are in no way contingent upon the admission, referral or any other arrangement for the provision of any item or service offered by a Party in any facility controlled, managed or operated by a Party. Each Party expressly acknowledges and agrees that it has been and intends to continue complying fully with all federal, state and local laws, rules and regulations. It is not the purpose nor requirement of this Agreement to offer or receive any remuneration or benefit of any nature, or to solicit, require, induce or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this Agreement is in return for the referral of patients or the purchase, lease, order, arrangement or recommendation of the purchase, lease, or ordering of any goods, services, items, or products for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No Party shall make or receive any payment that would be prohibited under state or federal law.

**6. Termination.** For purposes of this Agreement, a material breach by either Party of any representation, warranty or covenant contained herein or the failure of either Party to comply with any material terms or conditions set forth herein, shall constitute an event of default (“Default”). This Agreement shall terminate and, except as otherwise set forth herein, shall be of no further force or effect, thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the “Cure Period”), unless the non-defaulting Party cures the Default prior to the expiration of the Cure Period. In addition, either Party may terminate this Agreement without cause at any time by giving ninety (90) days’ written notice of termination to the other Party. Ground Provider shall provide payment to AMC for all duties properly performed and all costs incurred through the effective date of such termination.

**7. Insurance.** Each Party represents and warrants that it has sufficient insurance coverage, consistent with industry standards, to cover its obligations contained herein. A Party shall provide copies of any applicable certificates of insurance within fourteen (14) days of requesting Party’s written request for said certificates. By requiring insurance herein, the Parties do not represent that such coverage will necessarily be adequate to protect, and such coverage and limits shall not be deemed as a limitation on a Party’s liability or indemnification obligations under this Agreement.

**8. Indemnification.**

a. **By Ground Provider.** Ground Provider will indemnify, defend and hold harmless AMC and its corporate members, officers, directors, trustees, employees and agents for all third-party claims, liabilities, damages, settlements and expenses (including reasonable attorneys’ fees and costs) (“Claims”) arising or resulting from (a) the negligent acts or omissions or willful misconduct of Ground Provider or any of its agents, representatives or employees in connection with Ground Provider’s performance of its obligations as set forth in this Agreement, or (b) breach of this Agreement by Ground Provider or any of its agents, representatives or employees.

b. **By AMC.** AMC will indemnify, defend and hold harmless Ground Provider and its corporate members, officers, directors, trustees, employees and agents for all Claims arising or resulting from (a) the negligent acts or omissions or willful misconduct of AMC or any of its agents, representatives or employees in connection with AMC’s performance of its obligations as set forth in this Agreement, or (b) breach of this Agreement by AMC or any of its agents, representatives or employees.

c. Each Party’s obligation to indemnify, defend and hold harmless shall not apply to the extent the Claim results from the other Party’s or the other Party’s officers, directors, trustees or employees’ (a) failure to adhere to the terms of this Agreement, or (b) negligent, reckless or intentionally wrongful acts or omissions.

d. A Party entitled to indemnification (the “Indemnitee”) shall promptly notify the Party providing indemnification (the “Indemnitor”) in writing of any Claim for which indemnification is sought; provided that failure to provide prompt written notice shall not relieve Indemnitor of its indemnification obligations hereunder except to the extent Indemnitor’s defense of the Claim is actually and materially prejudiced.



e. This Section 8 shall survive termination or expiration of this Agreement.

**9. Limitation of Liability.** In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract.

**10. Debarment.** Each Party certifies that it is not currently debarred, suspended, excluded or otherwise ineligible from participating in any Federal Health Care Programs, as defined in 42 U.S.C. Section 1320a-7b(f).

**11. HIPAA.** The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d et seq. ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164. The Parties shall execute that Business Associate Agreement attached hereto as Exhibit B and incorporated herein.

**12. Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder, shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, delivery confirmed, or five (5) business days after being mailed by prepaid certified or registered mail, return receipt requested, addressed as follows (or to such other address as the Parties may designate from time-to-time:

If to Ground Provider:  
Highland Ambulance Service  
P.O. Box 218  
1115 Broadway  
Highland, IL 62249  
Attn: EMS Chief

If to AMC:  
Air Methods Corporation  
5500 S. Quebec St., Suite 300  
Greenwood Village, CO 80111  
Attn: Vice President, Midwest Region

with a copy (which shall not constitute notice) to:  
Air Methods Corporation  
5500 S. Quebec St., Suite 300  
Greenwood Village, CO 80111  
Attn: Legal Department

**13. Independent Contractor.** In the performance of the duties and obligations under this Agreement, it is mutually understood and agreed that each is at all times acting and performing as an independent contractor of the others. It is expressly agreed by the Parties hereto that no act or omission of AMC or Ground Provider shall be construed to make or render such entity the agent, employee or servant of the other.

**14. Waiver.** No waiver of or failure by either Party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature.

**15. Compliance with Law.** Each Party shall comply with all applicable laws and regulations in the conduct of their respective duties and obligations under this Agreement.

**16. Severability.** If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of the Agreement.

**17. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

**18. Force Majeure.** If the performance of this Agreement by any Party is prevented, restricted, interfered with or delayed, (either totally or in part) by reason of any cause beyond the reasonable control of the affected Party (such as acts of God, explosion, disease, weather, war, terrorism, insurrection, civil strike, riots or power failure), the Party so affected shall, upon giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected Party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed. If the affected Party is unable to resume performance within thirty (30) days, the non-affected Party shall have the right to terminate this Agreement upon written notice to the affected Party.

**19. Assignment.** Neither Party may transfer, assign or otherwise convey its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other.

**20. Entire Agreement.** This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, between the Parties hereto with respect to the subject matter hereof.

**21. No Presumption Against the Drafting Party.** Each Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

**22. Amendments.** This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by each of the Parties.

**23. Counterparts.** This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument. Any executed counterpart to this Agreement may be

delivered by facsimile, .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the Effective Date.

**AIR METHODS CORPORATION**

**HIGHLAND AMBULANCE SERVICE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**Exhibit A**

Charges for the AMC Transportation Team shall be Ten Percent (10%) of Ground Provider's fees collected per applicable transport.

## Exhibit B

### **BUSINESS ASSOCIATE AGREEMENT** **HIPAA Business Associate Agreement**

This HIPAA Business Associate Agreement (the “BAA”) is executed by the parties on the dates shown beneath their respective signature lines, but is effective as of October 10, 2022 (the “Effective Date”) by and between Highland Ambulance Service (“Entity”) and Air Methods Corporation (“Associate”).

Entity and Associate agree that the parties incorporate this BAA into the Critical Care Ground Transportation Agreement (“CCGTA”) in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations set forth at 45 C.F.R. Parts 160 and Part 164 (the “HIPAA Rules”). To the extent Associate is acting as a Business Associate of Entity pursuant to the CCGTA, the provisions of this BAA shall apply, and Associate shall be subject to the penalty provisions of HIPAA as specified in 45 CFR Part 160.

**1. Definitions.** Capitalized terms not otherwise defined in this BAA shall have the meaning set forth in the HIPAA Rules. References to “PHI” mean Protected Health Information maintained, created, received or transmitted by Associate from Entity or on Entity’s behalf.

**2. Uses or Disclosures.** Associate will neither use nor disclose PHI except as permitted or required by this BAA or as Required By Law. To the extent Associate is to carry out an obligation of Entity under the HIPAA Rules, Associate shall comply with the requirements of the HIPAA Rules that apply to Entity in the performance of such obligation. Associate is permitted to use and disclose PHI:

(a) to perform any and all obligations of Associate as described in the CCGTA, provided that such use or disclosure would not violate the HIPAA Rules if done by Entity directly;

(b) as otherwise permitted by law, provided that such use or disclosure would not violate the HIPAA Rules, if done by Entity directly and provided that Entity gives its prior written consent;

(c) to perform Data Aggregation services relating to the health care operations of Entity;

(d) to report violations of the law to federal or state authorities consistent with 45 C.F.R. § 164.502(j)(1);

(e) as necessary for Associate’s proper management and administration and to carry out Associate’s legal responsibilities (collectively “Associate’s Operations”), provided that Associate may only disclose PHI for Associate’s Operations if the disclosure is Required By Law or Associate obtains reasonable assurance, evidenced by a written contract, from the recipient that the recipient will: (1) hold such PHI in confidence and use or further disclose it only for the purpose for which Associate disclosed it to the recipient or as Required By Law; and (2) notify Associate

of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached; and

(f) to de-identify PHI in accordance with 45 C.F.R. § 164.514(b), provided that such de-identified information may be used and disclosed only consistent with applicable law.

In the event Entity notifies Associate of a restriction request that would restrict a use or disclosure otherwise permitted by this BAA, Associate shall comply with the terms of the restriction request.

**3. Safeguards.** Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this BAA. Associate will also comply with the provisions of 45 CFR Part 164, Subpart C of the HIPAA Rules with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by this BAA.

**4. Subcontractors.** In accordance with 45 CFR §§ 164.308(b)(2) and 164.502(e)(1)(ii), Associate will ensure that all of its subcontractors that create, receive, maintain or transmit PHI on behalf of Associate agree by written contract to comply with the same restrictions and conditions that apply to Associate with respect to such PHI.

**5. Minimum Necessary.** Associate represents that the PHI requested, used or disclosed by Associate shall be the minimum amount necessary to carry out the purposes of the CCGTA. Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

**6. Obligations of Entity.** Entity shall notify Associate of (i) any limitations in its notice of privacy practices, (ii) any changes in, or revocation of, permission by an individual to use or disclose PHI, and (iii) any confidential communication request or restriction on the use or disclosure of PHI that Entity has agreed to or with which Entity is required to comply, to the extent any of the foregoing affect Associate's use or disclosure of PHI.

**7. Access and Amendment.** In accordance with 45 CFR § 164.524, Associate shall permit Entity or, at Entity's request, an individual (or the individual's designee) to inspect and obtain copies of any PHI about the individual that is in Associate's custody or control and that is maintained in a Designated Record Set. If the requested PHI is maintained electronically, Associate must provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Entity and the individual. Associate will, upon receipt of notice from Entity, promptly amend or permit Entity access to amend PHI so that Entity may meet its amendment obligations under 45 CFR § 164.526.

**8. Accounting.** Except for disclosures excluded from the accounting obligation by the HIPAA Rules and regulations issued pursuant to HITECH, Associate will record for each disclosure that Associate makes of PHI the information necessary for Entity to make an accounting of disclosures pursuant to the HIPAA Rules. In the event the U.S. Department of Health and Human Services ("HHS") finalizes regulations requiring Covered Entities to provide access

reports, Associate shall also record such information with respect to electronic PHI held by Associate as would be required under the regulations for Covered Entities beginning on the effective date of such regulations. Associate will make information required to be recorded pursuant to this Section available to Entity promptly upon Entity's request for the period requested, but for no longer than required by the HIPAA Rules (except Associate need not have any information for disclosures occurring before the effective date of this BAA).

**9. Inspection of Books and Records.** Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available upon request to Entity or HHS to determine compliance with the HIPAA Rules.

**10. Reporting.** To the extent Associate becomes aware or discovers any use or disclosure of PHI not permitted by this BAA, any Security Incident involving electronic PHI or any Breach of Unsecured Protected Health Information involving PHI, Associate shall promptly report such use, disclosure, Security Incident or Breach to Entity. Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or use or disclosure of PHI by Associate not permitted by this BAA. Notwithstanding the foregoing, the parties acknowledge and agree that this section constitutes notice by Associate to Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR § 164.410.

**11. Term and Termination.** This BAA shall be effective as of the effective date of the CCGTA and shall remain in effect until termination of the CCGTA. Either party may terminate this BAA and the CCGTA effective immediately if it determines that the other party has breached a material provision of this BAA and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this BAA and the CCGTA effective immediately upon written notice to other party.

Upon termination of this BAA for any reason, Associate will, if feasible, return to Entity or destroy all PHI maintained by Associate in any form or medium, including all copies of such PHI. Further, Associate shall recover any PHI in the possession of its agents and subcontractors and return to Entity or securely destroy all such PHI. In the event that Associate determines that returning or destroying any PHI is infeasible, Associate may maintain such PHI but shall continue to abide by the terms and conditions of this BAA with respect to such PHI and shall limit its further use or disclosure of such PHI to those purposes that make return or destruction of the PHI infeasible. Upon termination of this BAA for any reason, all of Associate's obligations under this BAA shall survive termination and remain in effect (a) until Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Associate retains any PHI pursuant to this Section.

**12. General Provisions.** In the event that any final regulation or amendment to final regulations is promulgated by HHS or other government regulatory authority with respect to PHI,

the parties shall negotiate in good faith to amend this BAA to remain in compliance with such regulations. Any ambiguity in this BAA shall be resolved to permit Entity and Associate to comply with the HIPAA Rules. Nothing in this BAA shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. The terms and conditions of this BAA override and control any conflicting term or condition of the CCGTA and replace and supersede any prior business associate agreements in place between the parties. All non-conflicting terms and conditions of the CCGTA remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this BAA on the dates indicated below.

**AIR METHODS CORPORATION**

**HIGHLAND AMBULANCE SERVICE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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






City of Highland  
**Highland Ambulance Service**

J. Brian Wilson, Emergency Medical Services Chief

MEMORANDUM 22-003

TO: Mayor and Members of the City Council  
Carole Presson, Public Safety Director

CC: Christopher Conrad, City Manager

FROM: J. Brian Wilson, EMS Chief 

DATE: August 19, 2022

SUBJECT: Renewal of Existing Agreement with Air Methods Corporation

**RECOMMENDATION**

I recommend signing of this agreement with Air Methods Corporation to provide an ambulance and crew to transport critically ill / injured patients to other facilities at times when aero medical transport is not available.

**DISCUSSION**

On April 1, 2019, the City Council voted to enter into an agreement with Air Methods Corporation regarding the emergency ground transportation of critically ill patients whenever conditions exist that will not allow aero medical transport of these patients. The original agreement expires on October 10, 2022.

Attached is a new agreement, becoming effective on October 9, 2022, if passed by the City Council. They originally sent a three year amendment, but decided to change it to an entirely new contract to reflect the name change from the Highland Fire Department to the Highland Ambulance Service. Nothing else within the content appears to have changed.

Since the original agreement became effective, there have been 16 occasions when it has become necessary to transport via ground rather than by helicopter. This includes February 5, 2020, when I was transported by the Air Methods crew in our ambulance during inclement weather.

Thus far, this agreement has not been problematic for Highland EMS during the few occasions where it has been used. There was only one occasion where we had to decline a transport and that also was due to inclement weather that required us to limit EMS travel to only within our response area.

Based upon the minimal impact on our service compared to threat to survival for these critical patients, I see no reason to not extend the agreement.

### **BUDGET IMPACT**

This emergency service poses no stress to our annual operating budget. In fact, any revenue resulting from such a critical care transport comes to Highland EMS.

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

**RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND APPROVING AND AUTHORIZING THE PURCHASE OF SOFTWARE LICENSES AND SERVICES FROM TYLER TECHNOLOGIES AS A SOLE SOURCE PURCHASE**

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 been advised of City’s needs for new computer software, including:

1. User friendly;
2. Comprehensive in nature to allow data to flow from one department to another seamlessly and would require as few “gap fillers” as possible to cut down on interconnection issues;
3. More automation of processes;
4. Robust citizen self-service capabilities;
5. Better data extraction from the programs to aid in decision making and long-term planning;
6. Provide a formal document management system;
7. Intuitive budgeting platform built in to prevent human error in budgeting;

and

WHEREAS, City reviewed and analyzed proposals and products from the following:

1. Springbrook: Our current finance software, offers both a hosted and on premise solution;
2. Tyler Technologies: Currently provides our Police Department and Building and Zoning permitting software. Has both hosted and on premise options;
3. Central Square: Hosted option only;
4. BS&A: Hosted and on premise options;
5. Caselle: Used by one local community, provides a hosted option only;

and

WHEREAS, City has determined that Tyler Technologies provides the best overall solution for the City based on:

1. Most comprehensive of the platforms. Provides good solutions for all our needs with the exception of cemetery records, medical billing and HCS provisioning;
2. Platforms communicate with each other by design for better record keeping across departments;
3. Staff found the platforms to be very intuitive and user friendly;
4. Robust citizen self-service across their platforms;
5. Will provide extensive opportunities for automation of processes and will eliminate many of our current double-entry processes;
6. Data extraction/decision support is very robust; includes intuitive budgeting;
7. Came highly recommended by other communities already using their software;

and

WHEREAS, Tyler Technologies submitted a sales quotation with pricing as follows:

1. Software Licenses - \$258,582.00
2. Services - \$613,700.00

See Tyler Sales Quotation attached hereto as **Exhibit A**; hereinafter “Tyler Quotation”; and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement and to purchase the computer software and services from Tyler Technologies, pursuant to the Tyler Quotation (**Exhibit A**), as a sole source purchase; and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to waive the competitive-bidding requirement and to purchase the computer software and services from Tyler Technologies, pursuant to the Tyler Quotation (**Exhibit A**), as a sole source purchase; and

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

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

*Section 2.* The purchase of the computer software and services from Tyler Technologies, pursuant to the Tyler Quotation (**Exhibit A**), as a sole source purchase, is approved.

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to purchase the computer software and services from Tyler Technologies, pursuant to the Tyler Quotation (**Exhibit A**), as a sole source purchase.

*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 \_\_\_\_\_, 2022, 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



Quoted By: Gary Dube  
 Quote Expiration: 09/30/22  
 Quote Name: Highland-ERP-Munis  
 Quote Description: Investment Summary for Contract

**Sales Quotation For:**

City of Highland  
 1115 Broadway  
 Highland IL 62249-0218  
 Phone: 6186549891

**Tyler Software and Related Services**

Description	Qty	License	Hours	Module Total	Year One Maintenance
<b>Financial Management</b>					
Accounting	1	\$ 36,989.00	112	\$ 31,441.00	\$ 6,658.00
Accounts Payable	1	\$ 10,635.00	32	\$ 9,040.00	\$ 1,914.00
Budgeting	1	\$ 10,635.00	48	\$ 9,040.00	\$ 1,914.00
Capital Assets	1	\$ 8,961.00	40	\$ 7,617.00	\$ 1,613.00
Cash Management	1	\$ 6,109.00	28	\$ 5,193.00	\$ 1,100.00
Contract Management	1	\$ 4,030.00	24	\$ 3,425.00	\$ 725.00
Inventory	1	\$ 8,317.00	40	\$ 7,069.00	\$ 1,497.00
Project & Grant Accounting	1	\$ 7,167.00	32	\$ 6,092.00	\$ 1,290.00
Purchasing	1	\$ 15,440.00	80	\$ 13,124.00	\$ 2,779.00
<b>Revenue Management</b>					
Accounts Receivable	1	\$ 7,824.00	64	\$ 6,650.00	\$ 1,408.00
Cashiering	1	\$ 13,433.00	80	\$ 11,418.00	\$ 2,418.00
Central Property File	1	\$ 1,742.00	8	\$ 1,481.00	\$ 436.00
General Billing	1	\$ 5,209.00	32	\$ 4,428.00	\$ 938.00
Utility Billing CIS including Graphing Agent	1	\$ 21,779.00	152	\$ 18,512.00	\$ 3,920.00
Utility Billing Meter Interface	1	\$ 4,720.00	24	\$ 4,012.00	\$ 850.00
<b>Additional</b>					

Enterprise Forms Processing (including Common Form Set)	1	\$ 8,611.00	0	\$ 7,319.00	\$ 1,722.00
GIS	20	\$ 10,000.00	8	\$ 8,500.00	\$ 2,000.00
<b>Human Resources Management</b>					
Advanced Scheduling - Up to 50 Employees	1	\$ 10,043.00	56	\$ 8,537.00	\$ 2,009.00
Advanced Scheduling Mobile Access	1	\$ 3,975.00	0	\$ 3,379.00	\$ 795.00
Employee Expense Reimbursement	1	\$ 4,575.00	32	\$ 3,889.00	\$ 824.00
Human Resources & Talent Management	1	\$ 10,646.00	88	\$ 9,049.00	\$ 1,916.00
Payroll w/ESS	1	\$ 13,050.00	168	\$ 11,092.00	\$ 2,349.00
Recruiting	1	\$ 2,347.00	16	\$ 1,995.00	\$ 422.00
Time & Attendance - Up to 150 Employees	1	\$ 13,420.00	80	\$ 11,407.00	\$ 2,684.00
Time & Attendance Mobile Access	1	\$ 5,075.00	0	\$ 4,314.00	\$ 1,015.00
<b>Civic Services</b>					
Enterprise Service Requests	1	\$ 5,960.00	56	\$ 5,066.00	\$ 1,192.00
<b>Content Management</b>					
Content Manager Auto Indexing and Redaction (Core)	1	\$ 5,000.00	16	\$ 4,250.00	\$ 900.00
Content Manager Core	1	\$ 15,693.00	32	\$ 8,943.00	\$ 2,825.00
<b>Enterprise Asset Management</b>					
Asset Maintenance & Performance - Per User	20	\$ 38,000.00	136	\$ 32,300.00	\$ 7,600.00
		<i>Sub-Total</i>		\$ 258,582.00	\$ 57,713.00
		<i>Less Discount</i>		\$ 50,803.00	\$ 57,713.00
		<b>TOTAL</b>	<b>1484</b>	<b>\$ 258,582.00</b>	<b>\$ 0.00</b>

### Tyler Annual and Related Services

Description	QTY	Imp. Hours	Annual Fee
<b>Subscription Fees</b>			
ACFR Statement Builder	1	32	\$ 6,070.00
<b>Financial Management</b>			
eProcurement (Tyler Hosted)	1	0	\$ 2,500.00
<b>Data Insights</b>			
Enterprise Analytics and Reporting w Executive Insights	1	80	\$ 16,323.00

Civic Services			
My Civic	1	44	\$ 8,000.00
Additional			
DocuSign Signature Service - Annual Fee	1	16	\$ 8,000.00
Notify includes 30,000 Msgs and 1,000 Mins per year	1	16	\$ 6,000.00
Tyler Recreation Dynamics	1	96	\$ 6,500.00
Content Management			
Meeting Manager	1	16	\$ 15,934.00
Recurring Services			
PACE 15 - Flex	1	0	\$ 16,425.00
System Management Services Contract	1	0	\$ 14,428.00
Sub-Total:			\$ 100,180.00
<i>Less Discount:</i>			<i>\$ 10,399.00</i>
<b>TOTAL:</b>		<b>300</b>	<b>\$ 89,781.00</b>

### Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Additional Implementation Services	160	\$ 200.00	\$ 0.00	\$ 32,000.00	\$ 0.00
Additional Implementation Services - HR	80	\$ 200.00	\$ 0.00	\$ 16,000.00	\$ 0.00
Additional Implementation Services - PO	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Business Process Consulting - Asset Maintenance	1	\$ 28,000.00	\$ 0.00	\$ 28,000.00	\$ 0.00
Business Process Consulting - Utility Billing	1	\$ 28,000.00	\$ 0.00	\$ 28,000.00	\$ 0.00
Custom Report Writing	4	\$ 1,275.00	\$ 0.00	\$ 5,100.00	\$ 0.00
EnerGov Comm Dev Services	160	\$ 200.00	\$ 0.00	\$ 32,000.00	\$ 0.00
EnerGov Project Management	8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Enterprise Forms Processing Configuration	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00	\$ 0.00
Executive Insights Implementation	1	\$ 4,800.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Install Fee - ACFR Statement Builder	1	\$ 500.00	\$ 0.00	\$ 500.00	\$ 0.00
Install Fee - Cash Station Install - Remote	1	\$ 500.00	\$ 0.00	\$ 500.00	\$ 0.00
Install Fee - New Server Install-WIN	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00	\$ 0.00



Post-Live Reconciliation Services	160	\$ 200.00	\$ 0.00	\$ 32,000.00	\$ 0.00
Project Management	300	\$ 175.00	\$ 0.00	\$ 52,500.00	\$ 0.00
Self-Service Installation Fee - Tyler Hosted Includes VPN (New Clients)	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 38,200.00	\$ 0.00
Onsite Implementation	472	\$ 200.00	\$ 0.00	\$ 94,400.00	\$ 0.00
Remote Implementation	1312	\$ 175.00	\$ 0.00	\$ 229,600.00	\$ 0.00
			<b>TOTAL</b>	<b>\$ 613,700.00</b>	<b>\$ 0.00</b>

### Transaction Fees

#### Description

Enterprise ERP Enterprise Payments  
Enterprise ERP Payments POS

### 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit		Unit		Total
			Discount	Total Price	Maint/SaaS	Maint/SaaS	
Cash Drawer	4	\$ 260.00	\$ 0.00	\$ 1,040.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	7	\$ 450.00	\$ 0.00	\$ 3,150.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	7	\$ 30.00	\$ 0.00	\$ 210.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments Lane 5000 Annual Terminal Purchase	7	\$ 529.00	\$ 0.00	\$ 3,703.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	7	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 1,260.00
Printer (TM-S9000II)	4	\$ 1,623.00	\$ 0.00	\$ 6,492.00	\$ 0.00	\$ 0.00	\$ 0.00
				<b>\$ 14,595.00</b>			<b>\$ 1,260.00</b>

### Summary

#### One Time Fees

#### Recurring Fees

Total Tyler Software	\$ 258,582.00	\$ 0.00
Total Annual	\$ 0.00	\$ 89,781.00
Total Tyler Services	\$ 613,700.00	\$ 0.00

Total Third-Party Hardware, Software, Services	\$ 14,595.00	\$ 1,260.00
<b>Summary Total</b>	<b>\$ 886,877.00</b>	<b>\$ 91,041.00</b>
<b>Contract Total</b>	<b>\$ 977,918.00</b>	
<b>Estimated Travel Expenses excl in Contract Total</b>	<b>\$ 24,900.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
<b>Accounting</b>				
AC - Actuals up to 3 years	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00
AC - Budgets up to 3 years	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00
AC Standard COA	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
<b>Accounts Payable</b>				
AP - Checks up to 5 years	1	\$ 2,200.00	\$ 0.00	\$ 2,200.00
AP - Invoice up to 5 years	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00
AP Standard Master	1	\$ 1,200.00	\$ 0.00	\$ 1,200.00
<b>Payroll</b>				
PR Payroll - Accrual Balances	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00
PR Payroll - Accumulators up to 5 years	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00
PR Payroll - Check History up to 5 years	1	\$ 1,200.00	\$ 0.00	\$ 1,200.00
PR Payroll - Deductions	1	\$ 1,800.00	\$ 0.00	\$ 1,800.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500.00	\$ 0.00	\$ 2,500.00

PR Payroll - Standard	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
<b>Utility Billing</b>				
Utility Billing - Balance Forward AR	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00
Utility Billing - Consumption History up to 5 years	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Utility Billing - Service Orders	1	\$ 2,300.00	\$ 0.00	\$ 2,300.00
Utility Billing - Services	1	\$ 3,600.00	\$ 0.00	\$ 3,600.00
Utility Billing - Standard	1	\$ 4,100.00	\$ 0.00	\$ 4,100.00
<b>TOTAL</b>				<b>\$ 38,200.00</b>

**Optional Tyler Software and Related Services**

Description	Qty	License	Hours	Module Total	Year One Maintenance
<b>Financial Management</b>					
Bid Management	1	\$ 4,070.00	24	\$ 4,070.00	\$ 733.00
<b>Integrations</b>					
Utility Billing API Toolkit	1	\$ 8,978.00	24	\$ 8,978.00	\$ 1,796.00
<b>TOTAL</b>		<b>\$ 13,048.00</b>	<b>48</b>	<b>\$ 13,048.00</b>	<b>\$ 2,529.00</b>

**Optional Tyler Annual and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Data Insights</b>			
Capital Projects Explorer	1	0	\$ 6,000.00
Open Finance	1	0	\$ 12,000.00
<b>TOTAL:</b>			<b>\$ 18,000.00</b>

**Optional Professional Services**

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
50% of Dedicated Project Manager (Monthly)	30	\$ 14,800.00	\$ 0.00	\$ 444,000.00	\$ 0.00
Business Process Consulting - HR Management	1	\$ 28,000.00	\$ 0.00	\$ 28,000.00	\$ 0.00
Business Process Consulting - Payroll	1	\$ 28,000.00	\$ 0.00	\$ 28,000.00	\$ 0.00
Business Process Consulting - Purchase Orders	1	\$ 14,000.00	\$ 0.00	\$ 14,000.00	\$ 0.00
Change Management Guidance	1	\$ 10,000.00	\$ 0.00	\$ 10,000.00	\$ 0.00
Install Fee - Capital Projects Explorer	1	\$ 1,600.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Install Fee - Open Finance	1	\$ 3,200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Tyler-Led End-User Training	120	\$ 200.00	\$ 0.00	\$ 24,000.00	\$ 0.00
Conversion – See Detailed Breakdown Below				\$ 1,200.00	\$ 0.00
Onsite Implementation	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Remote Implementation	32	\$ 175.00	\$ 0.00	\$ 5,600.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 562,800.00</b>	<b>\$ 0.00</b>

**Optional 3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Pattern Stream Automated Document System - Implementation	40	\$ 175.00	\$ 0.00	\$ 7,000.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 14,372.00	\$ 0.00	\$ 14,372.00
Touchscreen 10: Biometric and Prox Reader	1	\$ 3,010.00	\$ 0.00	\$ 3,010.00	\$ 301.00	\$ 0.00	\$ 301.00
<b>TOTAL</b>				<b>\$ 10,010.00</b>			<b>\$ 14,673.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Quantity	Unit Price	Discount	Total
Utility Billing				
Utility Billing - Option 2 Assessments	1	\$ 1,200.00	\$ 0.00	\$ 1,200.00

**TOTAL**

**\$ 1,200.00**

**Tyler Software Discount Detail (Excludes Optional Products)**

Description	License	Liense Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Financial Management</b>						
Accounting	\$ 36,989.00	\$ 5,548.00	\$ 31,441.00	\$ 6,658.00	\$ 6,658.00	\$ 0.00
Accounts Payable	\$ 10,635.00	\$ 1,595.00	\$ 9,040.00	\$ 1,914.00	\$ 1,914.00	\$ 0.00
Budgeting	\$ 10,635.00	\$ 1,595.00	\$ 9,040.00	\$ 1,914.00	\$ 1,914.00	\$ 0.00
Capital Assets	\$ 8,961.00	\$ 1,344.00	\$ 7,617.00	\$ 1,613.00	\$ 1,613.00	\$ 0.00
Cash Management	\$ 6,109.00	\$ 916.00	\$ 5,193.00	\$ 1,100.00	\$ 1,100.00	\$ 0.00
Contract Management	\$ 4,030.00	\$ 605.00	\$ 3,425.00	\$ 725.00	\$ 725.00	\$ 0.00
Inventory	\$ 8,317.00	\$ 1,248.00	\$ 7,069.00	\$ 1,497.00	\$ 1,497.00	\$ 0.00
Project & Grant Accounting	\$ 7,167.00	\$ 1,075.00	\$ 6,092.00	\$ 1,290.00	\$ 1,290.00	\$ 0.00
Purchasing	\$ 15,440.00	\$ 2,316.00	\$ 13,124.00	\$ 2,779.00	\$ 2,779.00	\$ 0.00
<b>Human Resources Management</b>						
<b>Advanced Scheduling - Up to 50 Employees</b>						
Advanced Scheduling - Up to 50 Employees	\$ 10,043.00	\$ 1,506.00	\$ 8,537.00	\$ 2,009.00	\$ 2,009.00	\$ 0.00
Advanced Scheduling Mobile Access	\$ 3,975.00	\$ 596.00	\$ 3,379.00	\$ 795.00	\$ 795.00	\$ 0.00
Employee Expense Reimbursement	\$ 4,575.00	\$ 686.00	\$ 3,889.00	\$ 824.00	\$ 824.00	\$ 0.00
<b>Human Resources &amp; Talent Management</b>						
Human Resources & Talent Management	\$ 10,646.00	\$ 1,597.00	\$ 9,049.00	\$ 1,916.00	\$ 1,916.00	\$ 0.00
Payroll w/ESS	\$ 13,050.00	\$ 1,958.00	\$ 11,092.00	\$ 2,349.00	\$ 2,349.00	\$ 0.00
Recruiting	\$ 2,347.00	\$ 352.00	\$ 1,995.00	\$ 422.00	\$ 422.00	\$ 0.00
<b>Time &amp; Attendance - Up to 150 Employees</b>						
Time & Attendance - Up to 150 Employees	\$ 13,420.00	\$ 2,013.00	\$ 11,407.00	\$ 2,684.00	\$ 2,684.00	\$ 0.00
Time & Attendance Mobile Access	\$ 5,075.00	\$ 761.00	\$ 4,314.00	\$ 1,015.00	\$ 1,015.00	\$ 0.00
<b>Revenue Management</b>						
Accounts Receivable	\$ 7,824.00	\$ 1,174.00	\$ 6,650.00	\$ 1,408.00	\$ 1,408.00	\$ 0.00
Cashiering	\$ 13,433.00	\$ 2,015.00	\$ 11,418.00	\$ 2,418.00	\$ 2,418.00	\$ 0.00

Central Property File	\$ 1,742.00	\$ 261.00	\$ 1,481.00	\$ 436.00	\$ 436.00	\$ 0.00
General Billing	\$ 5,209.00	\$ 781.00	\$ 4,428.00	\$ 938.00	\$ 938.00	\$ 0.00
Utility Billing CIS including Graphing Agent	\$ 21,779.00	\$ 3,267.00	\$ 18,512.00	\$ 3,920.00	\$ 3,920.00	\$ 0.00
Utility Billing Meter Interface	\$ 4,720.00	\$ 708.00	\$ 4,012.00	\$ 850.00	\$ 850.00	\$ 0.00
<b>Civic Services</b>						
Enterprise Service Requests	\$ 5,960.00	\$ 894.00	\$ 5,066.00	\$ 1,192.00	\$ 1,192.00	\$ 0.00
<b>Enterprise Asset Management</b>						
Asset Maintenance & Performance - Per User	\$ 38,000.00	\$ 5,700.00	\$ 32,300.00	\$ 7,600.00	\$ 7,600.00	\$ 0.00
<b>Content Management</b>						
Content Manager Core	\$ 15,693.00	\$ 6,750.00	\$ 8,943.00	\$ 2,825.00	\$ 2,825.00	\$ 0.00
<b>Content Management</b>						
Content Manager Auto Indexing and Redaction (Core)	\$ 5,000.00	\$ 750.00	\$ 4,250.00	\$ 900.00	\$ 900.00	\$ 0.00
<b>Additional</b>						
Enterprise Forms Processing (including Common Form Set)	\$ 8,611.00	\$ 1,292.00	\$ 7,319.00	\$ 1,722.00	\$ 1,722.00	\$ 0.00
GIS	\$ 10,000.00	\$ 1,500.00	\$ 8,500.00	\$ 2,000.00	\$ 2,000.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 309,385.00</b>	<b>\$ 50,803.00</b>	<b>\$ 258,582.00</b>	<b>\$ 57,713.00</b>	<b>\$ 57,713.00</b>	<b>\$ 0.00</b>

**Tyler Annual Discount Detail (Excludes Optional Products)**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
<b>Financial Management</b>			
eProcurement (Tyler Hosted)	\$ 2,500.00	\$ 375.00	\$ 2,125.00
<b>Civic Services</b>			
My Civic	\$ 8,000.00	\$ 1,200.00	\$ 6,800.00
<b>Content Management</b>			
Meeting Manager	\$ 15,934.00	\$ 2,390.00	\$ 13,544.00
<b>Data Insights</b>			
Enterprise Analytics and Reporting w Executive Insights	\$ 16,323.00	\$ 2,448.00	\$ 13,875.00

Additional			
DocuSign Signature Service - Annual Fee	\$ 8,000.00	\$ 1,200.00	\$ 6,800.00
Notify includes 30,000 Msgs and 1,000 Mins per year	\$ 6,000.00	\$ 900.00	\$ 5,100.00
Tyler Recreation Dynamics	\$ 6,500.00	\$ 975.00	\$ 5,525.00
Subscription Fees			
ACFR Statement Builder	\$ 6,070.00	\$ 911.00	\$ 5,159.00
Recurring Services			
PACE 15 - Flex	\$ 16,425.00	\$ 0.00	\$ 16,425.00
System Management Services Contract	\$ 14,428.00	\$ 0.00	\$ 14,428.00
<b>TOTAL</b>	<b>\$ 100,180.00</b>	<b>\$ 10,399.00</b>	<b>\$ 89,781.00</b>

### Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for

migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

The SaaS fees for product that are not named users are based on 75 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.



eProcurement (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Tyler Meeting Manager - Meeting agenda and minutes creation & storage.

DocuSign Signature Service refers to the interface between Tyler software and DocuSigns services. It does not include or take the place of DocuSigns proprietary products. Clients are required to provide certain DocuSign account information for implementation and to maintain its DocuSign account in order to use the interface. Clients who do not have a current DocuSign account can email [tylertech@docusign.com](mailto:tylertech@docusign.com) for more information or to begin the process of obtaining an account.

Pace 15 Flex: Includes 15 PACE days and 3 passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. PACE Flex provides the client with an option to consume PACE days and attend Tyler Connect either remotely or in-person at no additional cost. On-site PACE sessions must be scheduled in 3-day increments, and the client will be responsible for all travel costs incurred. For clients not yet live on Enterprise ERP, the first annual term for PACE commences on the 1st day of the month in which Phase 1 project activities are scheduled to be completed. All project-based post-live work will be provided by the Phase 1 project teams, as stated in the project plan. The PACE Project Manager will engage with the client toward the end of Phase 1 to establish continuity. For clients live on Enterprise ERP, the first annual term for PACE commences on the 1st day of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. The PACE annual term runs for 12 full calendar months. Upon expiration of the first annual term, the

term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. PACE days may only be utilized on live modules. Tyler Connect passes for the current year are available to clients with a cycle start date on or before 03/01. Clients with a cycle start date of 04/01 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.



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

**To:** Honorable Mayor Hemann and City Council  
**From:** Chris Conrad-City Manager  
**Date:** August 16, 2022  
**Re:** City-wide software discussion and recommendation for purchase

---

This memorandum is intended to be both a discussion and a recommendation on a City-Wide software solution for the City of Highland.

Due to the unique requirements of software solutions and the highly unique needs of the City of Highland because of the complex set of services we provide, this research and analysis was done with the intent to obtain authorization from the Council under our Sole Source Purchase exceptions to our purchasing policy, specifically exception number 4. Due to the amount of this purchase, this memorandum will explain in depth the research and analysis that was conducted before making this recommendation.

**Research and evaluation:**

About 18 months ago we put together an employee committee consisting of key employees from each department. The intent of the committee was to determine a needs assessment for software services for each department to determine where we were deficient and where we could gain some efficiencies. This process included looking at the internal processes of each department and how those processes interacted with (or didn't) with the rest of the City operations. We determined we had many areas where data entry was either being done manually when it could be automated; or was being done twice (once at the department level, and then again at the administrative level) requiring additional man hours to complete. One of the more egregious examples involved our payroll



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

system. As a city we were/are spending almost 40 man hours across the city each pay period just to pay our employees.

Out of this committee the recommendation from the employees was to find a software program that was:

- User friendly
- Comprehensive in nature that would allow data to flow from one department to another seamlessly and would require as few “gap fillers” as possible to cut down on interconnection issues.
- More automation of processes.
- Robust citizen self-service capabilities.
- Better data extraction from the programs to aid in decision making and long-term planning.
- Provide a formal document management system
- I had a request that any platform we choose have an intuitive budgeting platform built in to prevent human error in budgeting.

The next step involved researching and seeking government software solutions that could serve our needs. Highland is unique in the number and types of services that we provide. In addition to a traditional finance tracking and documentation, we have needs for HR Records management; Document Management; Utility Billing; Project Management; Procurement; Parks and Rec management; Timekeeping/payroll; Cemetery records; EMS/Fire records/billing.

Some services provided require very specific software platforms that can't be provided by one, ubiquitous solution. As such, we previously brought to you a solution for cemetery records through Pontem; we will be bringing you a solution for combined EMS/Fire records through a company called Zoll that will allow us to streamline our fire/ems record keeping and billing; and HCS has used industry specific software for the provisioning of internet and TV services. We did approach this project with the goal of eventually



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Highland, IL 62249

incorporating HCS billing into one common city bill since while not all homes that receive a city bill have HCS, all HCS customers receive a city bill, this seems like low hanging fruit for efficiency.

In seeking out software platforms, we began by polling other communities on the platforms they use and the capabilities and limitations of those platforms. We also sought out software companies through trainings and trade groups. Through these efforts we identified 5 potential software companies:

1. **Springbrook:** Our current finance software, offers both a hosted and on premise solution.
2. **Tyler Technologies:** Currently provides our police department and Building and Zoning permitting software. Has both hosted and on premise options.
3. **Central Square:** hosted option only.
4. **BS&A:** Hosted and on premise options.
5. **Caselle:** Used by one local community, provides a hosted option only.

Upon further research of each of the companies, we realized that for the myriad of services the City of Highland requires, Central Square, BS&A and Caselle all would require several “gap fillers” (third –party software vendors) to cover our basic administrative needs. While each of the platforms had areas of expertise that would or could be very beneficial to some communities, they did not offer the full menu of options the City of Highland would need. These gap fillers are undesirable because for each gap filler, there has to be an interconnection between the gap filler software and your primary program. This means additional software engineering and potential for issues when one program or the other undergoes periodic upgrades. This can become a system management strain, and often impacts the end user in lost time.

These three options also provided primarily hosted options only. Hosted (or cloud based) options are becoming much more prevalent in the government based software community, but also tend to have



City of Highland  
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Highland, IL 62249

higher annual costs associated with the hosted solutions as compared to your own on premises solution. Having HCS and our own robust data storage resources, we wanted the ability to compare costs for hosted vs. on premise systems.

We did reach out to all three with the following results:

1. Central Square did not have a utility billing or parks and rec option and estimated cost was quite high. They declined our request to provide a demonstration.
2. BS&A: While they lacked a parks and rec option, they offered both hosted and on premise options that looked very similar to the Tyler option. They did not respond to an online request for additional information or demonstration and I could not locate a community locally that uses them for additional information or costing. I located this company online while doing research on government software solutions. It does not appear they have a significant IL presence, which may be why we did not get a response.
3. Caselle: Did not respond to a request for additional information. Offers a very similar platform to Springbrook.

We then requested demonstrations from Springbrook and Tyler Technologies. Springbrook being the incumbent financial platform for the City and Tyler providing our police and B and Z software. We invited both to provide demonstrations to our employee super users of their respective platforms.

### **Tyler Technologies:**

- Most comprehensive of the platforms. Provides good solutions for all our needs with the exception of cemetery records, medical billing and HCS provisioning.
- Platforms communicate to each other by design for better record keeping across departments.
- Staff found the platforms to be very intuitive and user friendly.
- Robust citizen self-service across their platforms.



City of Highland  
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Highland, IL 62249

- Will provide extensive opportunities for automation of processes and will eliminate many of our current double-entry processes.
- Data extraction/decision support is very robust; includes intuitive budgeting.
- Came highly recommended by other communities already using their software.

**Springbrook:**

- To see significant upgrade to current functionality would need to move to their cloud based system.
- Would require several gap fillers. We requested demonstrations from preferred companies they work with on alternative programs, and we were not provided any.
- It was determined through the demonstrations that our staff had not been trained fully on the platform, and that additional training would be required. This was requested, but Springbrook has not been terribly responsive.

Following the demonstrations, the issue was discussed at length with staff and decision was made to move forward in negotiating with Tyler Technologies for a comprehensive software purchase to impact all departments of the City.

The negotiations included at various points, myself, Director Imming, Director Heimburger and Director Ohren. We selected the modules we would be requesting and think would be beneficial to the community, on premise vs. hosted systems, worked on implementation schedules and costing and payment schedules. The end result of those negotiations is included and documented in the Investment Summary attached.

The key points of the investment summary include the cost of the software licenses, which is \$258,582.00; and the cost of Tyler services which is \$613,700.00. The services include the cost of converting 3 years' worth of data from our current systems into the





City of Highland  
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Highland, IL 62249

new systems, and all implementation services including process consulting and training.

We did request significant additional hours of training in our cost estimates in the event our staff require additional training. The cost for services are also at the top end, meaning, if we use fewer hours of time for training and implementation, we only pay for the hours used. This means there is a budget benefit to the Directors and super users for the city who will be involved in the project to be timely and engaged in process to save money on the project. Tyler estimates that the full implementation process will take in excess of 36 months. In speaking with contemporaries from other communities in IL who have switched to Tyler Technologies, it was highly suggested that we stick with the Tyler suggested timetable for implementation. Others who have tried to push the schedules have been met with challenges.

### **Budget Discussion:**

Initially we had discussed spreading the payments for software and implementation out over 5 years, to make the impact on the budgets a little less strenuous. However, in our research we found that in IL contracts for the procurement of software services cannot exceed the term of the current serving Mayor. That means we only have 3 budget years including the current budget year with which to work. When including the cost of the services rendered and the software license payments and the maintenance agreement costs that will go into effect as platforms are implemented, the costs for the first 3 years will be (estimated): \$413,631.50 (Current budget year); \$464,952.80 (FY 23-24); and \$464,952.80 (FY 24-25).

We propose that this initial year, as this is an unbudgeted item, we use approximately \$160,000 in remaining ARPA Funds, which are remaining due to certain projects not requiring as much money as anticipated, and the remaining \$270,000.00 being split from the reserves of the departments. Successive year's payments will



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Highland, IL 62249

become part of the budget process, and will likely include some reserve spending. Reserves are set aside for major projects and purchases such as this. Spreading the cost out among the departments keeps this from becoming too large a burden on any single department, and makes sense as every department will benefit from the upgraded software, processes and services.

We have also made staff reductions across the city in anticipation of the implementation of new software and more automation, thus requiring fewer staff to perform many functions. We currently are supplementing with part-time staff in some areas, and others we are tasking some of our full-time employees at an unsustainable pace with the knowledge there will be relief with automation and streamlining. These pre-emptive reductions should also give us the budget flexibility to manage the payments in the budgets in years 2 and 3 of the implementation.

### **Recommendation**

Based on the analysis above, I recommend that the City of Highland move forward with contracting our software services with Tyler Technologies and begin implementation at their earliest convenience.

STATE OF ILLINOIS        }  
  }  
COUNTY OF MADISON    }

SS

**PETITION**

To the Honorable Mayor and City Council of the City of Highland, Illinois:

We, the undersigned, do hereby state:

1. That on the 30<sup>th</sup> day of March, 1964, the City of Highland, Illinois executed to, Mr. and Mrs. Laverne Strotheide, a Cemetery Deed in its usual form granting the right of burial in and to the following described real estate, to-wit:

Grave spaces #1, 2, 3, 4, 5, and 6, in Lot 7 of Block 16 in the Highland City Cemetery.

2. That the annual upkeep charges are paid.
3. That we, the undersigned, having established heirship and claimed ownership of the remaining, unused grave spaces, by affidavit signed and notarized on August 17, 2022, desire to transfer our interest in the following described real estate, to-wit:

Grave spaces #3, 4, 5, and 6, in Lot 7 of Block 16 in the Highland City Cemetery.

to: Dennis and Diana Osterwisch.

WHEREFORE, the undersigned pray that you grant them leave to transfer to Dennis and Diana Osterwisch, the ownership and right of burial in and to the following described real estate, to-wit:

Grave spaces #3, 4, 5, and 6, in Lot 7 of Block 16 in the Highland City Cemetery,

in accordance with and subject to the ordinances of the City of Highland, Illinois, and all amendments to such Ordinances heretofore adopted and that may hereafter be adopted.

Dated this 17<sup>th</sup> day of August, 2022.

**Signatures of Petitioners:**

Diana Osterwisch  
Diana Osterwisch

Connie Colloton  
Connie Colloton

Debra Garves  
Debra Garves

STATE OF ILLINOIS        }  
  }        SS  
COUNTY OF MADISON     }

I, Megan Von Hatten, a Notary Public in and for said County and State aforesaid, do hereby certify that Diana Osterwisch, Connie Colloton, and Debra Garves, the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17 day of August, 2022

(SEAL)

Megan Von Hatten  
Notary Public

My Commission Expires:

March 9, 2025

City of Highland  
1115 Broadway  
Highland, IL 62249  
618-654-9891

Receipt NO: 01030697  
Date: 08/17/2022

009651

OSTERWISCH, DENNIS

Burial Lot Transfer 100.00

Total Payment:  
100.00

Cash: 0.00  
Check: 100.00  
ACH: 0.00

TRANSFER OF 4 GRAVE SPACES TO DIANA OSTERWISCH  
LOT 7, BLOCK 17, GRAVES 3-4-5-6  
Thank You

**ORDINANCE NO:** \_\_\_\_\_

**AN ORDINANCE AMENDING CITY CODE, CHAPTER 78 – UTILITIES, SECTION 78-2, SECTION 78-48, AND SECTION 78-49**

**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 Director of Light and Power recommends amendments to the City Code pertaining to security deposits for utility accounts because the amount required has not been increased for over 30 years, and the security deposit charged must reflect the increase in cost of service; and

**WHEREAS**, the Director of Light and Power recommends amendments to the City Code, including removing the provision allowing persons who have had their power turned off for non-payment or other violations to have it turned back on after business hours; and

**WHEREAS**, the Director of Light and Power has informed the City Council that after-hours calls to turn power back on forces the City to charge an additional fee to those who already have difficulty paying their bills, and is not cost effective for City; and

**WHEREAS**, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to reflect the changes suggested by the Director of Light and Power.

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

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

*Section 2.* Chapter 78-Utilities, Section 78-2. Security deposit, shall be amended to state:

**Sec. 78-2. Security deposit.**

- (a) All persons making application for city utility services, unless qualified exempt under subsection (b) of this section, shall pay a security deposit of \$100 for residential service, or \$200 for non-residential service.

*Section 3.* Chapter 78-Utilities, Sec. 78-48. Discontinuance authorized, shall be amended to state:

**Sec. 78-48. Discontinuance authorized.**

- (d) Customer's right to request, in writing, a formal hearing before the delinquent utility bill review committee on a disputed bill for electric service. A customer who has received a disconnection notice shall be able to request, in writing, a formal hearing before the delinquent utility bill review committee on a disputed bill for electric service by complying with the procedure set forth in section 78-9.

*Section 4.* Chapter 78-Utilities, Sec. 78-49. Reconnection after disconnection of electric service, shall be amended to state:

**Sec. 78-49. Reconnection after disconnection of electric service.**

- (a) If electric service to any customer has been disconnected for any of the reasons set forth in section 78-48(c)(1), the customer's electric service shall not be reconnected unless and until the customer meets the following three conditions, namely:
  - (1) The condition causing disconnection shall have been eliminated or corrected.
  - (2) The customer has complied with all pertinent requirements of utility rate schedules and this article.
  - (3) Any reconnection charge shall have been paid in advance.
- (b) If a customer's electric service has been disconnected for nonpayment or for any other reason set forth in sections 78-48(c)(1) or 78-48(c)(2), and the customer requests that reconnection be made, the following reconnection charge shall apply:
  - (1) The customer shall pay a reconnection charge of \$50.00 in advance of reconnection;  
Reconnections for the above conditions covered in sections 78-48(c)(1) and 78-48(c)(2) will not be performed outside of normal working hours.
- (c) If electric service is disconnected temporarily at the customer's request (hereinafter referred to as a voluntary disconnection) and—within 5 days after the disconnection—the customer requests reconnection at the same premises, and the reconnection is to be made during the normal working hours of the electric department, there will be no reconnection charge. If the reconnection is to be made outside of the normal working hours of the electric department, the customer shall pay, in advance, a reconnection charge of four hundred dollars. If the customer requests reconnection more than 5 days after a voluntary disconnection, the following reconnection charge shall apply, depending on whether the reconnection is to be made during the normal working hours of the electric department or outside of the normal working hours of the electric department:
  - (1) If the reconnection is to be made during the normal working hours of the electric department, the customer shall pay a reconnection charge of \$50.00 in advance of reconnection;

- (2) If the reconnection is to be made outside of the normal working hours of the electric department, the customer shall pay, in advance, a reconnection charge of four hundred dollars.
- (d) In addition to payment of reconnection charges, a commercial demand customer with a demand of 25 kilowatts or more shall pay all demand charges, prescribed in any service classification or contract for the entire period of discontinuance, not to exceed 12 months, as though no disconnection had occurred.
- (e) The utility shall waive such reconnection charges when it appears that the reason for the discontinuance of service was a result of fire or other casualty or any reason not the fault of the customer.

*Section 5.* That this Ordinance shall be known as Ordinance No: \_\_\_\_\_ and shall be effective upon adoption with implementation date of \_\_\_\_\_.

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 \_\_\_\_\_, 2022, 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

**To:** Chris Conrad, City Manager  
**From:** Dan Cook, Director of Light & Power  
**Date:** August 24, 2022  
**Subject:** Revision of Code of Ordinances, Chapter 78

### RECOMMENDATION

I recommend that you seek council approval to revise Chapters 78, Article I Section 78-2, Article II Section 78-48 and Article II Section 78-49 of the City of Highland Code of Ordinances.

### DISCUSSION

Chapter 78, Article I Section 78-2 establishes security deposits for utility accounts and has not been revised for over 30 years. The changes are intended to consider the increase in cost of service over the years and charge a security deposit that is more appropriate. I recommend the city alter the existing code by setting security deposits to \$100 for a residential account and \$200 for commercial and industrial accounts.

The change in section 78-48 is the correction of a spelling error.

With respect to Article II Section 78-49, the Department of Light & Power would like to streamline some of its operating procedures to gain efficiencies and allow us to improve the service we provide our customers. I recommend that we remove the provision allowing persons who have had their power turned off for non-payment or other violations to have it turned back on after business hours. Not only is this provision counterintuitive as it charges an additional fee to those who already have difficulty paying their bills, it is also very difficult to facilitate with the changes due to 911 consolidation. We have also adjusted the code to reflect the current cost of rolling a crew after hours in the case of service reconnects associated with temporary disconnect requests initiated by the customer.

### CONCURRENCE

Recommended by:   
Daniel Cook, Director of Light & Power

Approved by:   
Chris Conrad, 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, CREATING NEW FEES AND FINES**

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 there is a need to charge HCS customers for removal of a “fiber drop” from a facility if requested; and

WHEREAS, the Director of HCS and Technology and Innovation has informed the City Council that there is a need to fine any person, or business entity of any kind, \$500.00 if they damage or cut HCS fiber; and

WHEREAS, City Council believes it is necessary and in the best interest of the City to charge HCS customers for removal of a fiber drop from a facility, and fine any person or business entity of any kind for cutting or damaging HCS fiber; and

WHEREAS, City Council has determined the City Manager and/or Mayor should be authorized and directed to execute whatever documents are required to charge HCS customers for removal of a fiber drop from a facility, and fine any person or business entity of any kind for cutting or damaging HCS fiber.

**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 to include the following:

(j) HCS may remove a “fiber drop” from any HCS customer’s facility for \$350.00.

(k) If a person, or any business entity of any kind, cuts or damages HCS fiber in any way, HCS may issue a \$500.00 fine to the person, or business entity of any kind, as liquidated damages to repair the HCS fiber.

*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 \_\_\_\_\_, 2022, 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, City Manager  
From: Angela Imming, Director, Technology and Innovation  
Date: Sept. 1, 2022  
Subject: Rate Ordinances

Recommendation:

I recommend council approve a \$350 one-time fee for removal of fiber and associated HCS components to a home and a \$500 charge, to be paid by a business who fails to mark buried fiber lines and proceeds to damage or cut the fiber.

Discussion:

Fiber is not considered a utility and is not protected by Public Utility regulation. Therefore, if a homeowner requests HCS components be removed from their home, we are required to comply. The \$350 fee will cover about 40% of the cost to remove said components.

Governed by public utility regulation is the requirement to locate buried lines before digging. When a business doesn't request a locate for fiber which is then cut, the HCS customer is without service and HCS must spend labor and equipment to rebury new fiber. This charge should be passed onto the responsible party.

Please note, the homeowner will not be charged. This applies only to a business who fails to comply with Public Utility regulation.

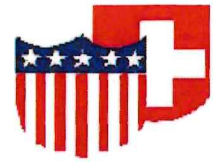
Financial Impact:

On average, HCS removes components from 3 facilities per year.  
On average, HCS repairs 15 cut fiber lines per year.

Expenditure Listing #1226

From 08/13/2022 to 09/02/2022

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



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
9961	AMAZON CAPITAL SERVICES	1 OTY WYPALL REUSABLE WIPES EXTENDED USE. 2 OTY CLOTH BRAG BOX	08/26/2022	499.04
10049	ULINE SHIPPING SUPPLIES	Supplies for Central Purchasing	08/26/2022	514.00
Total for Department: 000 Balance Sheet Accounts				1,013.04
Department: 011 General Admin				
9933	AMAZON CAPITAL SERVICES	1 OTY BLACK TONER 49A CARTIRIDGE	08/17/2022	363.96
9934	Aramark Uniform Services	RUG SERVICE	08/17/2022	68.31
9938	Highland Chamber Of Commerce	10 OTY CHAMBER GIFT CERTIFICATES 26539-26548	08/17/2022	100.00
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	15.59
9944	ROBERT (BOB) SANDERS WASTE SYSTEMS	CITY HALL RECYCLING SERVICES	08/17/2022	7.50
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	406.17
9952	AMAZON CAPITAL SERVICES	1 OTY SOUND TECH TABLE TOP MIRCOPHONE KIT. 4 MIRCOPHONES	08/19/2022	208.99
9961	AMAZON CAPITAL SERVICES	3 OTY BUYREGISTER ROLLS. 1 OTY THERMAL ROLLS. 2 OTY STAMPS	08/26/2022	91.08
9966	BARNETT PEST SOLUTIONS	MONTHLY COMMERCIAL PEST SERVICE - CITY HALL	08/26/2022	40.00
9980	City Utilities	UTILITIES - 1115 BROADWAY	08/26/2022	1,041.48
9983	COMPUSTITCH SCREEN PRINTING AND EM	CITY HALL STAFF SHIRTS - REANNA, CINDY, DAWN, LISA, MEGAN, KEITH	08/26/2022	675.88
9985	DigitalArtz LLC	Parking Lot Sign at Chippers	08/26/2022	1,576.31
9994	FRONTIER	PHONE CHARGES - GENERAL ALARM	08/26/2022	47.21
10007	Highland Communication Services	HCS SERVICES- HACSM	08/26/2022	51.95
10014	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V JASON METTLER FILE NUMBER 15386-3	08/26/2022	922.50
10015	Mastercard	COUNTRY INN AND SUITES - MCI SUMMER SEMINAR LANA HEDIGER	08/26/2022	288.80
10026	O'Reilly Automotive Inc.	KEY FOB BATTERY FOR CITY MANAGER CAR	08/26/2022	9.99
10069	DocuSign	DOCUSIGN CLICK-PER CLICKWRAP-DOCUSIGN CLICK-PRICE PER CLICKWRAP	08/31/2022	1,026.12
10074	Mastercard	MAZZIOS - SUMMER LUNCHEON	08/31/2022	794.51
10081	Rotary Club of Highland	1ST OUARTER 2022-2023 ROTARY YEAR - CHRIS CONRAD	08/31/2022	393.00
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	62.84
Total for Department: 011 General Admin				8,192.19
Department: 012 Police Dept				
9933	AMAZON CAPITAL SERVICES	SHIPPING	08/17/2022	12.73
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	51.12
9944	ROBERT (BOB) SANDERS WASTE SYSTEMS	PD RECYCLING SERVICES	08/17/2022	15.00
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	740.22
9957	ACTIVE 911, INC	ACTIVE ALERT - ALERTING SUBSCRIPTION FOR AN AGENCY	08/26/2022	285.00
9961	AMAZON CAPITAL SERVICES	3 OTY 9X12 BOOKLET ENVELOPES. 4 OTY SMEAD END TAB FASTNER FOLDER	08/26/2022	342.67
9962	AME CONSTRUCTORS INC	CUT OUT COUNTER FOR NEW SINK	08/26/2022	330.00
9963	Ameren Illinois	PSB Gas Utilities	08/26/2022	136.50
9966	BARNETT PEST SOLUTIONS	PSB PEST CONTROL	08/26/2022	50.00
9973	Campion Barrow & Associates	NEW HIRE TESTING -THOLE AND SEBASTIAN	08/26/2022	910.00
9980	City Utilities	Utilities	08/26/2022	2,067.60
9985	DigitalArtz LLC	PSB SIGNS FOR DOORS	08/26/2022	128.91
9989	ELLIOTT DATA SYSTEMS INC.	DOOR CONTROL CHARGES FOR REPAIR	08/26/2022	331.00
9997	Galls, LLC	New Hire Flashlights, Holsters and Belts	08/26/2022	428.55
10009	Illinois Prosecutor Services, LLC	FOIA Yearly Subscription	08/26/2022	100.00
10015	Mastercard	PATCHES TO HEROS IN STYLE	08/26/2022	2,342.66
10030	Rav O'Herron Co Inc	PANTS FOR CHIEF PRESSON	08/26/2022	89.36
10032	Reding Tire & Batterv Inc	CAR 5 PATCH TIRE	08/26/2022	20.00
10038	Spish Splash Auto Bath LLC	POLICE DEPT CAR WASHES	08/26/2022	179.00
10040	SUMNER ONE, INC.	POLICE DEPT COPIER MAINT.	08/26/2022	575.41
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	93.69
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	149.52
Total for Department: 012 Police Dept				9,378.94
Department: 013 Building & Zoning				
9944	ROBERT (BOB) SANDERS WASTE SYSTEMS	B & Z RECYCLING SERVICES	08/17/2022	15.00
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	201.67
9961	AMAZON CAPITAL SERVICES	1 OTY CARDINAL BUSINESS CARD BOOKS	08/26/2022	50.87
9963	Ameren Illinois	GAS CHARGE	08/26/2022	12.25
9966	BARNETT PEST SOLUTIONS	MONTHLY INSPECTION & TREATMENT	08/26/2022	14.00
9979	City Of Highland	UTILITY CHARGE	08/26/2022	452.40
10014	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V JASON METTLER FILE NUMBER 15386-3	08/26/2022	922.50
10015	Mastercard	PLANTS FOR IN FRONT OF BUILDING	08/26/2022	1,023.38
Total for Department: 013 Building & Zoning				2,692.07
Department: 014 Fire Dept				
9935	BEST ONE TIRE & SERVICE OF CLINTON CC	6 OTY- PREM MIX. MED TRUCK TIRE DISPOSAL.IL USED TIRE FEE.	08/17/2022	4,393.16
9936	DINGES FIRE COMPANY	4 OTY MENS KNOCKDOWN ELITE BOOTS SIZE 10.10.11.11.5.7.5	08/17/2022	2,120.15
9937	ED M. FELD EQUIPMENT CO., INC.	RIT PAK III ASSY. 4500 PSI. CYL&VLV ASSY CARB 30MIN.4500	08/17/2022	4,117.18
9942	Leon Uniform Company Inc	FIRE DEPT UNIFORMS FOREIGN FIRE	08/17/2022	220.98
9943	Northtown Auto & Tractor	HD PIPE CONNECTOR.UBING-ALS STRAIGHT EXHAUST ELBOW 5' BAND CLAMP	08/17/2022	183.82
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	232.72
9980	City Utilities	Utilities	08/26/2022	440.23
10000	GLOBAL TECHNICAL SYSTEMS, INC	LABOR - PRODUCE CHANNEL LAYOUT FOR NX-5200 PORTABLE EMS&FIRE	08/26/2022	125.00
10015	Mastercard	AED SUPERSTORE - ELECTRODE PADS ADULT/CHILD RESPOND KEYCHAIN	08/26/2022	485.40
10017	MCFA DEATH BENEFIT	MCDA DEATH BENEFIT #1442 EDWARD HOOVER #1443 RICKY FLOWERS	08/26/2022	147.00
10059	Albers Fire Prot. Equipment Inc.	1 OTY 20# ABC RECHARGE FIRE EXTINGUISHER, 1 OTY VALVE BODY 0RING	08/31/2022	181.17
10061	AMAZON CAPITAL SERVICES	2X SDS DISPLAY RACK- SET WITH 3' HD RING BINDER	08/31/2022	54.11
10062	Ameren Illinois	GAS CHARGES	08/31/2022	60.25
10066	Breathing Air Systems Div	VERTICAL OPEN CHASSIS.2001 MODEL FILL STATION.AIRTEST KIT.LABOR	08/31/2022	21,531.00
10067	City Of Highland	SILVER LAKE - SHED BOAT DOCK	08/31/2022	1,058.03
10068	DINGES FIRE COMPANY	3 OTY COAT AND PANT ARMOR AP-D3 LINER	08/31/2022	6,719.85
10070	FRONTIER	PHONE CHARGES - FIRE STATION 2 OFFICE	08/31/2022	94.48
10074	Mastercard	AMAZON- LUCATINA MISTING COOLING SYSTEM 60 FT MISTING LINE	08/31/2022	893.17
10075	McKav Auto Parts Inc	1 OTY ATC -10 FUSE. 1 OTY ATC-5 FUSE	08/31/2022	6.78
10076	MUNICIPAL EMERGENCY SERVICES, INC.	EMS UNIFORM SUPPLIES	08/31/2022	3,175.00
10077	Northtown Auto & Tractor	1 OTY BRAKE PADS- PROF PLAT 2015 FORD F-250 SUPER DUTY	08/31/2022	71.99
10078	O'Reilly Automotive Inc.	1 OTY VAC CONNECT	08/31/2022	9.67
10079	PLUMBERS SUPPLY	1 OTY M18 FUEL 9' CUT-OFF SAW. METAL CUT OFF WHEEL	08/31/2022	627.85
10082	UNITED COMMUNICATIONS CORP.	4 OTY MINOTOR V1 I. MIN V1 BATTERY. CHARGER. WARRANTY	08/31/2022	1,027.36

				Total for Department: 014 Fire Dept	47,976.35
Department: 017 Streets / PW Admin					
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	244.08	
9961	AMAZON CAPITAL SERVICES	1 OTY - ACURITE 14.5 LARGE DIGITAL LED OVERSIZED WALL CLOCK	08/26/2022	183.91	
9963	Ameren Illinois	Utility Billing	08/26/2022	275.83	
9965	Aviston Lumber Company	Powerlock tape, Tatmax Tape Rule	08/26/2022	33.98	
9966	BARNETT PEST SOLUTIONS	June service - Monthly Pest Control Management Program	08/26/2022	30.00	
9975	CENTRAL RUBBER EXTRUSIONS OF IL, INC	Hydraulic Hose, Swivel 90 Elbow, Female Swivel-Long	08/26/2022	115.40	
9980	City Utilities	City Utilities	08/26/2022	1,749.11	
9981	CIVIL DESIGN INC	METTLER LITIGATION - CARBAY CREST	08/26/2022	3,500.00	
9983	COMPUSTITCH SCREEN PRINTING AND EM	T-Shirts & Logo -	08/26/2022	83.00	
10012	Knebel's Auto Body Inc	PWA: 2021 Dodge Durango- Hood repair	08/26/2022	1,540.30	
10013	Lanhausser Sheet Metal Co	Labor. Service-Cleaned condensor coil, added freon-at S& A Dept.	08/26/2022	148.75	
10014	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V JASON METTLER FILE NUMBER 15386-3	08/26/2022	922.50	
10016	MCCLATCHY	BND legal printing 7/15 & 7/20/22 - MFT Ad	08/26/2022	248.64	
10024	Nu Wav Concrete Forms Troy LLC	12 HYGR YP300 - Pair 12" PVC Coated Gloves, Black	08/26/2022	35.40	
10031	Red E Mix LLC	Concrete - Ticket # 60138662	08/26/2022	650.00	
10033	Rhomar Industries Inc	June 30, 22 Invoice - PAVE-SAFE (5 gal. pail)	08/26/2022	509.58	
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	41.94	
				Total for Department: 017 Streets / PW Admin	10,312.42
				Total for Fund:001 General Fund	79,565.01
Fund: 007 Community Development Fund					
Department: 007 Community Development					
9940	IllinoisSouth Tourism	RADIO PROMOTION WITH KTRS JUNE 14TH	08/17/2022	300.00	
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	51.23	
10015	Mastercard	IDC MEETING 08/02/22	08/26/2022	6,374.42	
10031	Red E Mix LLC	Concrete For Plaza Park Ticket # 60138642	08/26/2022	1,056.00	
10074	Mastercard	GODADDY.COM FLUEGELFEST.COM	08/31/2022	20.17	
				Total for Department: 007 Community Development	7,801.82
				Total for Fund:007 Community Development Fund	7,801.82
Fund: 008 Motor Fuel Tax Fund					
Department: 008 Motor Fuel Tax					
9977	Christ Bros Inc	Hot Mix N50	08/26/2022	2,231.54	
				Total for Department: 008 Motor Fuel Tax	2,231.54
				Total for Fund:008 Motor Fuel Tax Fund	2,231.54
Fund: 009 Parks & Rec Fund					
Department: 009 Korte Rec Center					
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	40.78	
9944	ROBERT (BOB) SANDERS WASTE SYSTEMS	KRC RECYCLING SERVICES	08/17/2022	15.00	
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	56.23	
9961	AMAZON CAPITAL SERVICES	4 OTY DUMBBELLS HAND WEIGHTS SET OF 2 12 LB	08/26/2022	294.75	
9963	Ameren Illinois	KRC utilities	08/26/2022	242.07	
9971	BSN SPORTS INC	2 OTY ULTRA BREAKAWAY COMPETITION - B-BALL RIMS	08/26/2022	699.87	
9976	Chemco Industries, Inc.	KRC pool chemicals	08/26/2022	461.84	
9979	City Of Highland	Korte Rec Center	08/26/2022	8,370.56	
9983	COMPUSTITCH SCREEN PRINTING AND EM	PARK & REC - BOB GEPPERT 2 OTY IRT LOGO	08/26/2022	16.00	
9990	Energy Wise	SPA heater repairs	08/26/2022	2,437.00	
9994	FRONTIER	Phone bill	08/26/2022	276.33	
9995	FROST Electric Supply	Light bulb replacements for KRC	08/26/2022	44.31	
10008	Highland Pool & Spa Inc	Return fitting	08/26/2022	49.50	
10015	Mastercard	FUN EXPRESS OMAHA NE	08/26/2022	666.01	
10018	McKav Auto Parts Inc	mothers polish for the pool and ultra cutting	08/26/2022	53.90	
10026	O'Reilly Automotive Inc	KRC pool maint supplies	08/26/2022	69.06	
10028	Pensi	KRC concession supplies	08/26/2022	647.10	
10036	Richard Sieling	Refund for Auto Debit in August. Wanted it cancelled	08/26/2022	40.00	
10044	The Lifeguard Store	Chemicals for the pool	08/26/2022	102.70	
10046	Anne Thomas	Refund for membership. She is moving away.	08/26/2022	463.16	
10049	ULINE SHIPPING SUPPLIES	KRC work gloves for maint. staff	08/26/2022	244.48	
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	67.32	
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	365.05	
				Total for Department: 009 Korte Rec Center	15,723.02
Department: 016 Parks & Recreation					
9939	Holland Supply Inc	5 OTY 4X8 ALTURNA.AT LAWN BOARD CLEATS BOTH SIDE & SHIPPING	08/17/2022	2,057.59	
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	1,499.08	
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	348.10	
9955	GREGORY BISHOP	GREG BISHOP -SET UP SPEAKERS/LIGHTING - THURSDAY NIGHT 08/25/22	08/24/2022	350.00	
9961	AMAZON CAPITAL SERVICES	3 OTY STANLEY 34-762 300 POWERWINFER FIBERGLASS TAPE	08/26/2022	181.92	
9963	Ameren Illinois	Senior Center Utilities	08/26/2022	196.93	
9966	BARNETT PEST SOLUTIONS	MONTHLY COMMERCIAL PEST SERVICE - WCC	08/26/2022	25.00	
9979	City Of Highland	Troxler ave	08/26/2022	10,777.07	
9985	DigitalArtz LLC	Banner for Thursday Night Live	08/26/2022	157.50	
9992	Essenpreis Plumbing & Hte	Dox fountain repair	08/26/2022	55.00	
9994	FRONTIER	Phone bill	08/26/2022	47.21	
9996	St. Clair Service Company FS Turf Solutions	turf supplies	08/26/2022	2,146.50	
10005	Hedizer's Backhoe Inc.	6 OTY PORTA POTS, 1 OTY HAND WASH JULY 4TH	08/26/2022	1,500.00	
10015	Mastercard	LOVES BRIDGETON MO - YAH TRIP	08/26/2022	3,312.95	
10022	MTI Distributing, Inc.	Toro maint and repairs	08/26/2022	948.49	
10026	O'Reilly Automotive Inc.	1 OTY BRAKE HOSE HUMMERTS TRUCK	08/26/2022	122.78	
10029	Pioneer Manufacturing Company	Parks field paint supplies	08/26/2022	579.71	
10040	SUMNER ONE, INC.	WCC printer monthly payment	08/26/2022	56.00	
10055	Rosemary Zarr	Refund for Marcoot YAH trip	08/26/2022	110.00	
10057	Rachel Deschaine	THURSDAY NIGHT LIVE PERFORMER 09/01/22	08/31/2022	500.00	
10080	Productivity Plus Account	MIDWEST TRACTOR SALES- REPLACE WIPER, CHANGED OIL, AIR FILTER.	08/31/2022	4,779.43	
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	899.68	
				Total for Department: 016 Parks & Recreation	30,650.94
Department: 503 Swimming Pool Fund					
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	92.64	
9979	City Of Highland	HCP	08/26/2022	942.45	
10015	Mastercard	AMERICAN RED CROSS - LIFEGUARDING & WATERPARK SKILLS	08/26/2022	361.77	
10021	Midwest Pool & Court Co	Chlorine for the pool	08/26/2022	4,299.62	
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	246.32	
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	447.26	

				Total for Department: 503 Swimming Pool Fund	6,390.06
Department: 715 Cemetery Fund					
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	411.85	
9979	City Of Highland	Cemetery	08/26/2022	76.95	
9996	St. Clair Service Company FS Turf Solutions	turf supplies	08/26/2022	237.50	
9999	Gelly Excavating & Construction Inc	RR3 haul to cemetery	08/26/2022	1,160.95	
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	39.44	
				Total for Department: 715 Cemetery Fund	1,926.69
				Total for Fund:009 Parks & Rec Fund	54,690.71
Fund: 015 American Rescue Plan Act Funds					
Department: 015					
9967	BEST Engineered Systems Technology Group LL 223 OTYLABOR INSTALL FIBER, 40 OTY MAN POWER 06/06/22 - 07/14/22		08/26/2022	30,245.00	
				Total for Department: 015	30,245.00
				Total for Fund:015 American Rescue Plan Act Funds	30,245.00
Fund: 101 Electric Fund					
Department: 000 Balance Sheet Accounts					
ACH PAID	IMEA	JULY PURCHASE POWER	08/17/2022	-45,923.99	
ACH PAID	SPRINGBROOK SOFTWARE LLC	ACH SERVICES FOR JULY 2022	08/16/2022	835.78	
9954	HOPE LUTHERAN CHURCH	Refund Check 012049-000	08/22/2022	3,538.08	
				Total for Department: 000 Balance Sheet Accounts	-41,550.13
Department: 101 Electric Admin					
9934	Aramark Uniform Services	RUG SERVICE	08/17/2022	181.96	
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	33.91	
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	204.99	
9963	Ameren Illinois	GAS CHARGE	08/26/2022	24.50	
9966	BARNETT PEST SOLUTIONS	MONTHLY INSPECTION & TREATMENT	08/26/2022	14.00	
9979	City Of Highland	UTILITY CHARGE	08/26/2022	938.92	
9994	FRONTIER	PHONE CHARGES - B&Z	08/26/2022	39.69	
10014	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND - LABOR AND EMPLOYMENT FILE NO: 15386-2	08/26/2022	178.50	
10015	Mastercard	PLANTS FOR IN FRONT OF BUILDING	08/26/2022	481.72	
10047	Transworld Systems Inc	JULY COLLECTION AGENCY DUES	08/26/2022	95.26	
10054	Werner Construction Co Inc	Replacement of (2) Windows- Conference Room	08/26/2022	1,250.00	
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	29.97	
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	38.74	
				Total for Department: 101 Electric Admin	3,512.16
Department: 102 Electric Production					
ACH PAID	IMEA	JULY PURCHASE POWER	08/17/2022	1,205,516.33	
9934	Aramark Uniform Services	JULY UNIFORM AND RUG SERVICES	08/17/2022	265.42	
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	253.97	
9963	Ameren Illinois	GAS CHARGE	08/26/2022	51.30	
9966	BARNETT PEST SOLUTIONS	MONTHLY INSPECTION & TREATMENT	08/26/2022	50.00	
9968	BHMG Engineers Inc	NESHAP TESTING	08/26/2022	22,232.50	
9979	City Of Highland	UTILITY CHARGE	08/26/2022	3,610.05	
10015	Mastercard	DUCK TAPE	08/26/2022	8.67	
10026	O'Reilly Automotive Inc.	2 OTY BATTERY,CORE CHARGE,CORE EXCHANGE POWER PLANT BUCKET TRUCK	08/26/2022	259.90	
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	5.99	
				Total for Department: 102 Electric Production	1,232,254.13
Department: 104 Electric Distribution					
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	289.29	
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	237.68	
9960	Altec Industries Inc	PM & DIELECTRIC INSPECTION	08/26/2022	2,362.84	
9961	AMAZON CAPITAL SERVICES	6 OTY WRANGLER MENS BOOT JEANS JESSE JEANS	08/26/2022	324.70	
9963	Ameren Illinois	OPTIONAL LIGHTING CHARGE	08/26/2022	35.30	
9964	ANIXTER, INC.	J822003	08/26/2022	27,000.50	
9975	CENTRAL RUBBER EXTRUSIONS OF IL, INC	HYDRAULIC HOSE & 3/8" N=MALE NPTF PIPE- RIGID	08/26/2022	616.56	
9993	Fletcher Reinhardt Company	H-801R Hard Hat	08/26/2022	264.00	
10001	Graybar	FDA20-3-96-EB-IP-FG Fiberglass Crossarm	08/26/2022	5,695.25	
10015	Mastercard	SAFETY SUPPLIES FOR TREE TRIMMERS	08/26/2022	433.52	
10018	McKay Auto Parts Inc	PART FOR FORK LIFT	08/26/2022	4.09	
10023	Northtown Auto & Tractor	PARTS FOR FORK LIFT	08/26/2022	20.96	
10025	Mike Odorizzi	POLE TESTING 6/3- 7/22	08/26/2022	1,530.00	
10026	O'Reilly Automotive Inc.	1 OTY POTENIOMETE,1 OTY RESISTOR, 1 OTY A/C HTR SW BENS TRUCK	08/26/2022	764.76	
10041	TANTALUS SYSTEMS INC.	PP-1316	08/26/2022	17,080.00	
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	26.98	
				Total for Department: 104 Electric Distribution	56,686.43
				Total for Fund:101 Electric Fund	1,250,902.59
Fund: 111 FTTP Fund					
Department: 000					
10060	NICKI ALEXANDER	HCS REFUND	08/31/2022	14.43	
10064	NANCY BAUDINO	HCS REFUND	08/31/2022	95.37	
10065	BLUEBIRD NETWORK - ARAM	HCS REFUND	08/31/2022	88.38	
10072	WANDA HUDSON	HCS REFUND	08/31/2022	46.04	
10084	AARON WELLEN	HCS REFUND	08/31/2022	19.54	
				Total for Department: 000	263.76
Department: 111					
ACH PAID	ILLINOIS DEPT OF REVENUE	JULY RT-2 TELECOMMUNICATIONS TAX RETURN	08/29/2022	3,059.99	
ACH PAID	RELIAFUND	HCS ACH PROCESSING FEE JULY 2022	08/15/2022	179.57	
9934	Aramark Uniform Services	RUG SERVICE	08/17/2022	123.22	
9938	Highland Chamber Of Commerce	BUSINESS PARTNRE EMPLOYEES MEMBERSHIP DUES/ADD ONS -ANGELA IMMIG	08/17/2022	259.00	
9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	37.09	
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	329.06	
9951	4COM Inc	AUGUST 2022 PROGRAMMING	08/19/2022	10,007.52	
9952	AMAZON CAPITAL SERVICES	1OTY GRIP TAPEHDANTI SLIP TAPE FOR STAIRS SOTY EXIT SIGN STICKER	08/19/2022	6,857.55	
9956	4COM Inc	JULY 22 PROGRAMMING	08/26/2022	10,137.49	
9959	ALBERS HEATING & AIR CONDITIONING, IN	TROUBLESHOT UNIT 3 NOT COOLING	08/26/2022	659.00	
9963	Ameren Illinois	GAS CHARGES - HCS	08/26/2022	106.57	
9967	BEST Engineered Systems Technology Group LL	16 OTY STRAIGHT TIME FIBER REPAIR ON 8TH ST & BROADWAY 3 OTY OT	08/26/2022	8,062.50	
9972	CALIX INC.	Cloud Base implementation enagement: 25-MAR-2022 thru - 24-MAR-	08/26/2022	5,500.00	
9978	Home Box Office Cinemas	JULY CONTENT VIDEO FEE	08/26/2022	160.00	

9979	City Of Highland	UTILITIES- HCS	08/26/2022	2,997.16
9982	CLARITY BUSINESSES	MONTHLY CLEANING JULY 2022	08/26/2022	77.63
10002	GREAT LAKES DATA SYSTEMS	BROADHUB SOFTWARE SUPPORT	08/26/2022	1,200.00
10004	Home Box Office HBO	AUGUST VIDEO CONTENT FEE	08/26/2022	540.00
10007	Highland Communication Services	HCS SERVICES - HCS	08/26/2022	417.07
10010	Journal Printing	COMMERCIAL PRINT JOB - 500 POST IT NOTE PADS	08/26/2022	230.00
10011	KGP Logistics Inc	13 OTY JUMPER 1F SM SCAPC CC 60 FT	08/26/2022	2,109.41
10026	O'Reilly Automotive Inc.	1 OTY OIL FILTER. 3 OTY MOTOR OIL. 1 OTY MOTOR OIL BORE MACHINE	08/26/2022	33.34
10037	SINCLAIR TELEVISION GROUP. INC	JULY SUBSCRIBER COUNTS	08/26/2022	4,099.79
10040	SUMNER ONE. INC	COPIER/USAGE LEASE - HCS	08/26/2022	137.78
10043	TELEPHONE SWITCHING INTERNATIONAL	FREIGHT SHIP VIA UPSGROUND	08/26/2022	1,025.74
10045	The Mail Box Store	FED EX OVERNIGHT MARRIOTT MAROUI	08/26/2022	308.98
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	53.98
10063	ANTENNA INSTALLATION SERVICE INC	ONE TECH AND TRAVEL TO REPOINT SATELLITE ANTENNA	08/31/2022	1,200.00
10071	Gravbar	CORNING OPTICAL S-OP-72-LA-A-3E-BK-SIC-6-CUT REEL	08/31/2022	13,330.32
10073	ILLINOIS TELECOMMUNICATIONS ACCESS	LOCAL EXCHANGE CARRIER AND INTERCONNECTED VOIP AND WIRELESS	08/31/2022	30.74
10074	Mastercard	GOOGLE*YOUTUBE TV	08/31/2022	996.30
10081	Rotary Club of Highland	1ST QUARTER 2022-2023 ROTARY YEAR - ANGELA IMMING	08/31/2022	268.00

Total for Department: 111 74,534.80

Department: 114

9972	CALIX INC	Calix Cloud Foundation - Feb 26 2022 - Feb 25. 2023 198 subscri	08/26/2022	2,079.00
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Total for Department: 114 2,079.00

Total for Fund:111 FTTP Fund 76,877.56

Fund: 201 Water Fund

Department: 201 Water Admin

9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	51.23
10015	Mastercard	Safetv Training Class - Doughnuts	08/26/2022	40.06

Total for Department: 201 Water Admin 91.29

Department 202 Water Production

9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	425.59
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	93.14
9961	AMAZON CAPITAL SERVICES	1 OTY CYBERPOWER CP425SLG UPS SYSTEM 8 OUTLETS COMPACT	08/26/2022	53.95
9975	CENTRAL RUBBER EXTRUSIONS OF IL. INC	Solvex 15 mil gloves	08/26/2022	58.96
9980	City Utilities	City Utilities	08/26/2022	18,817.57
10003	Hawkins Inc	Chlorine	08/26/2022	1,776.00
10015	Mastercard	40 Male x Socket Adapters	08/26/2022	16.64
10016	MCCLATCHY	BND legal printing 7/21 & 7/28/22 - Clean Sludge Lazoon 2 Ad	08/26/2022	248.64
10027	Pace Analytical Services Inc	Chlorine Check. Semivolatiles	08/26/2022	319.81
10050	USA Blue Book	Phenolphthalein Indicator	08/26/2022	19.59
10051	Utility Service Co Inc	Quarterly for 200,000 Elevated downtown tank.	08/26/2022	5,721.28
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	2.70

Total for Department: 202 Water Production 27,553.87

Department: 203 Water Distribution

9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	119.25
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	144.45
9963	Ameren Illinois	GAS CHARGE	08/26/2022	12.25
9980	City Utilities	City Utilities	08/26/2022	440.34
9986	Ditch Witch Sales Inc	Lithium Battery Disp.	08/26/2022	112.50
10018	McKay Auto Parts Inc	Hvdraulic Filter	08/26/2022	64.43
10019	Midwest Meter Inc	1" M-70 Meter Base. M-25 Gal HRE- LCD w/ ITron Conn M70 Dial	08/26/2022	952.00
10023	Northtown Auto & Tractor	2015 Ford F 250 Brake Pads -	08/26/2022	143.34
10026	O'Reilly Automotive Inc	Seat Covers. 5 Ot. Motor Oil	08/26/2022	55.98

Total for Department: 203 Water Distribution 2,044.54

Total for Fund:201 Water Fund 29,689.70

Fund: 301 Sewer Fund

Department: 301 Sewer Admin

9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	55.00
9944	ROBERT (BOB) SANDERS WASTE SYSTEMS	PW RECYCLING SERVICES	08/17/2022	7.50

Total for Department: 301 Sewer Admin 62.50

Department 303 Sewer Collection

9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	64.27
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	30.03
9963	Ameren Illinois	GAS CHARGE	08/26/2022	12.25
9980	City Utilities	City Utilities	08/26/2022	440.33
9986	Ditch Witch Sales Inc	Lithium Battery Disp.	08/26/2022	112.50
10018	McKay Auto Parts Inc	Penlight	08/26/2022	64.44
10020	Midwest Municipal Supply Inc	4" Fernco Clay SCH 40 & SDR 35	08/26/2022	230.22
10023	Northtown Auto & Tractor	Bypass Cap Asst. Vacuum Cap	08/26/2022	84.77
10026	O'Reilly Automotive Inc.	Seat Covers. 5 Ot. Motor Oil	08/26/2022	55.99

Total for Department: 303 Sewer Collection 1,094.80

Department: 304 Water Reclamation Facility

9941	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	08/17/2022	8.28
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	80.84
9952	AMAZON CAPITAL SERVICES	2 OTY DISPLAYPORT TO HBMI ADAPTER TO CONVERTER 2 PACK	08/19/2022	19.98
9961	AMAZON CAPITAL SERVICES	1 OTY 5 PACK 6V BATTERY PACK REPLACEMENT FOR ARITECH LITHONIA	08/26/2022	61.87
9969	Bobcat of St. Louis	Repair Lift Cylinders on Bobcat	08/26/2022	914.43
9974	CDW G Inc	2 OTY DELL 5090 I7-10700 1/16 W10P	08/26/2022	2,285.12
9980	City Utilities	City Utilities	08/26/2022	11,031.26
9988	Durkin Equipment Co Inc	Probe Instrumentation Quarterly Calibrations	08/26/2022	948.00
9991	Environmental Resource Associates	Demand. Demand. Wastewater	08/26/2022	268.04
9998	GATEWAY DEALER NETWORK. LLC	OTY 1- FILTER. A - FILTER. F	08/26/2022	56.13
10003	Hawkins Inc	Chlorine Cylinder Rentals - Demurrae.	08/26/2022	40.00
10042	Teklab Inc	Nitrogen NO3/NO2. Total Kioldahl Nitrogen Aqueous	08/26/2022	124.20
10050	USA Blue Book	BW Max XT II 4-Gas Detector w/ Integrated Sampling Pump	08/26/2022	1,386.62
10058	Ace Hardware	ACE OPERATING SUPPLIES	08/31/2022	51.97
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	10.80

Total for Department: 304 Water Reclamation Facility 17,287.54

Department: 305 WRF Pretreatment

9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	42.41
9980	City Utilities	City Utilities	08/26/2022	22.28



			Total for Department: 305 WRF Pretreatment	64.69
			Total for Fund:301 Sewer Fund	18,509.53
Fund: 401 Ambulance Fund				
Department: 401 Ambulance Fund				
9945	Verizon Wireless - State	VERIZON WIRELESS CHARGE	08/17/2022	260.87
9958	Aireas USA,LLC	OXYGEN	08/26/2022	195.05
9961	AMAZON CAPITAL SERVICES	4 OTY 3 PACK SUPERSHIELDZ DESIGNED FOR APPLE IPAD	08/26/2022	65.96
9970	Bound Tree Medical, LLC	EMS SUPPLIES	08/26/2022	197.41
9980	City Utilities	Utilities	08/26/2022	528.27
9987	DIVERSIFIED DIESEL SERVICES, LLC	MTN/REPAIRS TRUCK #1544	08/26/2022	787.56
10000	GLOBAL TECHNICAL SYSTEMS, INC	8 OTY KENWOOD VHF ANT HELICAL 4 OTY KENWOOD SPEAKER MIC	08/26/2022	734.80
10006	HFS Bureau of Fiscal Operations- GEMT	AMBULANCE REFUND	08/26/2022	927.62
10015	Mastercard	WEATHERTAP YEARLU RENEWAL	08/26/2022	279.95
10035	Timothy Rusteberg	2 OTY WALGREENS GLUCOSE GEL FRUIT PUNCH 1.1 OZ	08/26/2022	21.37
10039	St Louis Area Maps Inc	STREET GUIDES- MADISON, ST CLAIR, CLINTON COUNTY	08/26/2022	154.50
10048	TRIKEN CONSULTING, INC.	PRE-EMPLOYMENT POLYGRAPH - MEGHAN OSTERBUR PARAMEDIC	08/26/2022	400.00
10052	WAYSTAR	MONTHLY MANAGEMENT FEE REMITTANCE ADVICE ACCESS FEE	08/26/2022	155.03
10053	WEBER GRANITE CITY FORD LLC	MTN/REPAIRS TRUCK #1542	08/26/2022	2,300.66
10056	Zoll Data Systems Inc	TABLET PCR PHYSIO CONTROL LIFENER INTERFACE 09/01/22-11/30/22	08/26/2022	6,807.12
10061	AMAZON CAPITAL SERVICES	2X SDS DISPLAY RACK- SET WITH 3' HD RING BINDER	08/31/2022	54.11
10083	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	08/31/2022	326.33
			Total for Department: 401 Ambulance Fund	14,196.61
			Total for Fund:401 Ambulance Fund	14,196.61
Fund: 713 Solid Waste Fund				
Department: 713 Solid Waste Fund				
9944	ROBERT (BOB) SANDERS WASTE SYSTEMS RESIDENTIAL & COMMERCIAL TRASH SERVICES		08/17/2022	145,504.00
			Total for Department: 713 Solid Waste Fund	145,504.00
			Total for Fund:713 Solid Waste Fund	145,504.00
			<b>Grand Total</b>	<b><u>1,710,214.07</u></b>

Accepted by City Council September 6, 2022

Mayor

Clerk.