

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, NOVEMBER 21, 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 4 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of November 7, 2022 Regular Session (attached)

PROCLAMATION:

- Mayor Hemann will read a document proclaiming November 26, 2022, Small Business Saturday.

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Highland Masonic Lodge 583 – Masonic Sausage Supper - Special Event Application – Jennifer Schaible, Representative (attached)
2. Leaps of Love - 24 Hour Laps for Leaps - Special Event Application – Brady and Traci Riechmann, 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:

UNFINISHED BUSINESS:

- A. **MOTION** – Bill #22-172/ORDINANCE Amending Zoning Classification from “R-1-C” Single Family Residential to “C-3” Highway Business District for 12449 State Route 143, PPN # 02-1-18-29-17-301-003 (attached)
- B. **MOTION** – Bill #22-173/ORDINANCE Amending Zoning Classification from “R-1-C” Single Family Residential to “C-3” Highway Business District for 12443 State Route 143, PPN # 02-1-18-29-17-301-003.001 (attached)
- C. **MOTION** – Bill #22-174/ORDINANCE Amending Zoning Classification from “R-1-C” Single Family Residential to “C-3” Highway Business District for PPN # 02-1-18-32-02-202-006 (attached)

NEW BUSINESS:

- A. **MOTION** – Approve Appointment of Tyson Imming to the Police and Fire Commission (attached)

Continued

- B. **MOTION** – Bill #22-176/ORDINANCE Dissolving and Terminating the Highland Business District C (attached)
- D. **MOTION** – Bill #22-177/ORDINANCE Amending Ordinance No. 2918, Establishing the Highland Business District A; Approving a Business District Plan; Authorizing the Imposition and Collection of a Sales Tax Within Such Business District; and, Approving Certain Actions in Connection with the Establishment of Such Business District (attached)
- E. **MOTION** – Bill #22-178/ORDINANCE Authorizing the Purchase of Real Estate From Aaron Gelly for Future Construction of a Part of the Southern Peripheral Route for City of Highland (attached)
- F. **MOTION** – Bill #22-179/ORDINANCE Approving and Authorizing the City Manager to Execute a Business District Development Agreement Pursuant to 65 ILCS 5/8-1-2.5, with Korte Meat Processors, Inc., and Other Actions Related Thereto (attached)
- G. **MOTION** – Bill #22-180/ORDINANCE Approving and Authorizing Execution of a Development Agreement for a Project in TIF #1 Project Area with Korte Meat Processors, Inc., and Other Actions Related Thereto (attached)
- C. **MOTION** – Bill #22-181/ORDINANCE Annexing Territory Owned by John A. Gantner; and the John L. and Elvina Gantner Trust, Blanche Small, Trustee; (PPN #02-1-18-29-17-301-003, and PPN #02-1-18-29-17-301-003.001) (attached)
- D. **MOTION** – Bill #22-182/ORDINANCE Annexing Territory Owned by MRE Portfolio One, LLC (PPN # 02-1-18-32-02-202-006) (attached)
- H. **MOTION** – Bill #22-183/ORDINANCE Approving Renewal of the Mutual Aid Box Alarm System (M.A.B.A.S.) Master Agreement (attached)
- I. **MOTION** – Approving Petition to Transfer Graves in the City Cemetery – Peters to Schrupf (attached)
- J. **MOTION** – Approving a Notice of Municipal Letting, Bid #E-08-22, for Purchase of Assorted Distribution Transformers (attached)
- K. **MOTION** – Approving a Notice of Municipal Letting, Bid #E-09-22, for a 138 kV Line Clearance Contract (Approximately 12 miles) (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1230 for November 5, 2022 through November 18, 2022 (attached)

Continued

EXECUTIVE SESSION:

The City Council will conduct an Executive Session pursuant to 5 ILCS 120/2, the Illinois Open Meetings Act, citing the following exemption(s) allowing such meeting: **2(c)(5) to discuss the purchase or lease of real property; 2(c)(2) to discuss collective negotiating matters, and, 2(c)(11) to discuss litigation.**

ADJOURNMENT:

Continued



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Chris Straub, ADA Coordinator, by 9:00 AM on Monday, November 21, 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. Those monitoring the meeting via phone, will not be able make comments.

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

Any comments received prior to 3:00 PM on the day of the meeting, will be read into the record.

PROCLAMATION

WHEREAS, the City of Highland, Illinois, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are currently 33.2 million small businesses in the United States, they represent 99.9 percent of all businesses with employees in the United States, are responsible for 66 percent of net new jobs created over the last 25 years; and

WHEREAS, small businesses employ 46.4 percent of the employees in the private sector in the United States; and

WHEREAS, 97 percent of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

WHEREAS, 95 percent of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

WHEREAS, 85 percent of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

WHEREAS, the most reported reason for consumers aware of the day to shop and dine at small, independently owned businesses was to support their community (96%); and

WHEREAS, Highland, Illinois supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Kevin B. Hemann, Mayor of the City of Highland, Illinois, do hereby proclaim, November 26, 2022, as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Highland to be affixed this 21st day of November, 2022.

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: MASON Sausage Supper

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

Location of Event: Highland Masonic Lodge Highland IL

Sponsoring Organization/Individual: Highland Masonic Lodge

Event Responsible Party: Brett Lemard

Address: 350 Sunflower Drive Highland IL 62249

Phone(s): 618-610-3121

Email: brl@abardad@yahoo.com

Secondary Contact: None

Address: _____

Phone(s): _____

Email: _____

Date(s) of Set-up: Sunday February 19th

Event Date(s) / Times: Sunday February 19th RD to be closed at 9Am to 2:00pm

Date(s) of Tear-down: February 19th 200

Expected Attendance: 1000

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

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

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

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

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): **Public Works Director:**
*Signage & Barricades to close 9th Street from Walnut to
Zachary. Just one block. This is an annual event. It will
be the same as last year.*

Pestelozzi

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

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

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

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):
Department: *N/A*

Application Checklist (Attachments):

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

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

- Site Plan Rendering** _____

Evacuation Plan _____

Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

● **Date:** Mon., Nov. 21, 2022

Application Submittal (60+ days) _____



Event Sponsor Responsible Party

7 November 2022

Date

City Manager

Date



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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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: 24 Hour Laps for Leaps

Type/Purpose of Event: Festival Race Other Fundraiser Service Parade
 Demonstration Other (please specify): fundraising race at Highland Speedway

Location of Event: Highland Speedway

Sponsoring Organization/Individual: Leaps of Love/Brady & Traci Riechmann

Event Responsible Party: Traci Riechmann/Leaps of Love

Address: 2011 Park St., Highland, IL

Phone(s): 618-410-7212

Email: traci@leapsoflove.org

Secondary Contact: Brady Riechmann

Address: 13576 St. Rt. 140, Pocahontas, IL

Phone(s): 618-410-7215

Email: bradyriechmann@gmail.com

Date(s) of Set-up: 9/19 - 9/28/2023

Event Date(s) / Times:

9/29 - 9/30/2023

Date(s) of Tear-down: 10/1/2023

Expected Attendance: 1000+

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

Sound Amplification System utilized: Yes No
If yes, hours of operation: Alcohol - Sharpshooters Sound - Highland Speedway

Funding request of the Council: Yes No
Amount requested and purpose: What funding is available?

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:** _____

No

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

Electrical for bands/food trucks/bounce houses

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

Ambulance

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

No

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

Department: _____

No

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

Certificate of Insurance: (attached)

- Must be General liability
- \$1 Million per occurrence/\$2 million aggregate
- City named as “additional insured” If Event is on city property.

Site Plan Rendering

Evacuation Plan _____

Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

o **Date:** _____

Application Submittal (60+ days) _____

Alan J. Bechman

10-5-22

Event Sponsor Responsible Party

Date

City Manager

Date



ENTRANCE



TEAM CAMPING



FOOD TRUCKS



KIDS ZONE



PIT SHACK



TEAM PITS



BAND TENT



GRANDSTANDS

TRACK

INFIELD



ENTRANCE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2022

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

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

PRODUCER Church Asset Management, Inc. 1500 Wall Street Saint Charles MO 63303	CONTACT NAME: Cynthia Schneider PHONE (A/C No. Ext): 800-200-7257 ext 4245 FAX (A/C, No): E-MAIL ADDRESS: CSchneider@LTCam.com
	INSURER(S) AFFORDING COVERAGE
License#: L100460 LEAPOFL-01	INSURER A: GuideOne Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Leaps of Love 1005 Broadway Highland IL 62249	NAIC # 15032

COVERAGES

CERTIFICATE NUMBER: 823918557

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01-0019-963	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			00-1803-664	8/31/2022	8/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Confirmation of Insurance

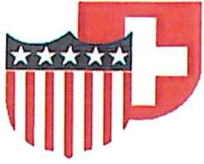
CERTIFICATE HOLDER**CANCELLATION**

City Of Highland
 1115 Broadway
 Highland IL 62249

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Highland Police Department

Carole A. Presson, Chief of Police

To: Honorable Mayor Hemann and City Council
From: Chief Carole Presson, Director of Public Safety
Date: November 15, 2022
Re: 24 Hour Laps for Love Special Event Application

Mayor Hemann and City Council Members,

Recently, a Special Event Application was received regarding the proposed Laps for Leaps event on September 29 and 30, 2023. While this event is for a worthy cause, and certainly has value for the organization, concerns have been raised due to last year's event. Specifically, the concerns relate to excessive noise after the 11:00 pm and the inability to provide 24 hours coverage by EMS.

During last year's event, the police department received numerous telephone calls requesting that the excessive noise be addressed. Because this was an approved event, the police department provided the information and explained our response limitations. Upon reviewing the application, it was noted that the vehicles were to be "non-race car" vehicles. Due to the calls received, it did not appear that to be the case.

This year's application was filed on March 3, 2022, requesting a date of September 29 and 30, 2022. The early filing is undoubtedly appreciated; however, unfortunately, we are not able to determine if there is a need for EMS personnel to cover a Highland High School football game. The EMS division is reducing its fleet to three ambulances; therefore, with two needed to cover the city and one to cover the football game, an additional ambulance for 24-hour coverage is not possible.

In the event the organization and the city can come to an agreement regarding this event; we will retract our concerns. As of this time, however, we would like you to consider our concerns when considering approval.

Respectfully Submitted,

Carole A. Presson
Director of Public Safety



City of Highland Police Department

Carole A. Presson, Chief of Police

To: Honorable Mayor Hemann and City Council
From: Chief Carole Presson, Director of Public Safety
Date: November 17, 2022
Re: 24 Hr. Laps for Leaps: Additional Concerns

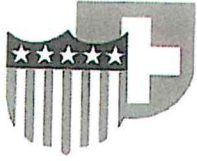
Mayor Hemann and City Council Members,

In addition to the concerns documented on a previous memorandum, I am including for you information received from EMS Chief Brian Wilson on November 17, 2022. As you will read, Chief Wilson met with Sue Zobrist regarding the 2022 racing season as well as the upcoming 2023 season. Numerous issues were discussed including the Laps for Leaps event of 2022.

Please refer to page 2 of the attached memorandum. We would appreciate your consideration in reviewing the application for this event. Obviously, the Public Safety Division will welcome any adjustments to the current application.

Respectfully Submitted,

Carole A. Presson
Director of Public Safety



City of Highland
Highland Ambulance Service

J. Brian Wilson, Emergency Medical Services Chief

MEMORANDUM # 2022-007

TO: Carole Presson, Director of Public Safety

FROM: B. Wilson, EMS

DATE: November 17, 2022

SUBJECT: Race Track Meeting Notes

I met with Sue Zobrist yesterday afternoon to assess this past racing season as well as the 2023 racing season. Since this was our first year in providing EMS coverage for racing events in many year, I wanted to see if there were any issues needing to be addressed.

My first concern was to make sure that our staff properly met the needs of the track throughout the year. I was extremely pleased to hear that Sue had absolutely no complaints about the Highland staff. In fact, she was very complimentary, explaining how pleased she was with their punctuality and showing up on time, signing our radios and being at their assigned station and ready to go ahead of actual race time. She complimented their communication skills, noting that the crew members informed Sue anytime they would be away from the ambulance momentarily and why. She could not have been more pleased with our service.

We then talked about changes for the 2023 season that are based upon lessons learned in 2022.

- First, I informed her of our intention to create an Ordinance establishing a flat rate for every 30 minutes of time spent at and event. The suggested rate of \$75.00 for every 30 minutes of time accounts for the overtime rate for our highest paid members, as well as the ever escalating cost of fuel since the ambulance idles during the entire event. Idling is often harder on these trucks than driving them. This suggested rate also allows for increased maintenance costs related to significant idle time. This suggested rate is approximate double what the track was charged in 2022, which covered only the overtime costs of staff, without any costs for fuel and maintenance. Sue was initially shocked by such an increase but seemed more receptive by the end of our discussions.
- We talked about eliminating “add-on” or extra events throughout the year, such as test and tune events. EMS Crews are typically assigned to scheduled events about a month ahead of time so that they can plan their schedules accordingly. In 2022, two or three test and tune events were added to the schedule one to two weeks ahead of the added event. This created a hardship for EMS whereas we then had to mandate staff to cover these additional events. We cannot repeat this issue in 2023. The schedule, as presented to the City Council must be followed.

- Related to the “add-on” issue, we saw several occasions where the track pushed the published event starting time up 30 to 60 minutes. This was changed with little or no notice to EMS. Once again, this cannot happen, for the very reasons previously explained. Our staff plans to arrive at the scheduled time as published. I cannot guarantee, especially on last minute notice that I can reach the scheduled crew to get them to come in earlier.

Mrs. Zobrist clearly understood the issue brought forth and understands why they are of importance to us. Aside from the initial “sticker shock” for the staffing rates, she agreed to bring these matters to the attention of her superiors at the race track.

We also briefly discussed the Laps of Love fundraiser that was held this past fall. Sue is attempting to establish a meeting or conference call with the track insurance company to discuss their requirement that an ambulance be present at the track any time a vehicle is on the track. Clearly, an ambulance should be on standby during competitive racing events with cars designed for competitive racing. Last year, we were told that street legal cars would be logging laps for this fundraiser. I question the need for an ambulance to be standing by for street legal cars, all with modern safety features, simply driving around in circles and not competing with other vehicles. In discussion with Chief Presson, I later learned that several of the vehicles used to log laps did not appear to be street legal, with mufflers resulting in several noise complaints throughout the night.

Sue indicated that videos posted on social media showed several safety issues that could be very real problems. These were issues that the track was unaware of until they showed up in the social media.

- The first issue was the additional of two “portable” fuel tanks in the infield of the track. These tanks are not allowed in the track during races for obvious safety reasons, which could also apply to this event. The State Fire Marshal (SFM) closely regulates all fuel dispensing sites around the state. I am not sure that these tanks were applied for or approved by permit from the SFM. Typically, such dispensing must be inspected by the SFM who will then issue written approval. To my knowledge, the City did not receive any such documentation regarding the potentially dangerous storage and dispensing of fuel.
- Also noted in the videos were personal safety issues for spectators at this event. There are gates at all of the track entrance and exit points. During competition, these gates are all normally closed in order to contain any vehicles that may lose control during an event. During the Laps of Love, these gates were left open. Additionally, spectators were allowed to stand across the entrances, without the benefit of any barrier between them and a vehicle should one lose control.

The above concerns, as well as the need for us to mandate EMS staff to cover the standby ambulance for 24 hours present significant concerns for EMS. Even though the overtime costs for the personnel were paid for by Leaps of Love, it is still a stressful issue for a staff that is frequently mandated for overtime assignments on a daily basis, in addition to the many other events held in Highland annually.

If you have any questions, please feel free to contact me.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING CLASSIFICATION FROM “R-1-C” SINGLE FAMILY RESIDENTIAL TO “C-3” HIGHWAY BUSINESS DISTRICT FOR 12449 STATE ROUTE 143, PPN # 02-1-18-29-17-301-003

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 L. and Elvina Gantner Trust, owner of 12443 State Route 143, PPN: 02-1-18-29-17-301-003 (hereinafter “Property”), requests the Property be rezoned from “R-1-C” Residential to “C-3” Highway Business District; and

WHEREAS, properties adjacent and in proximity to the Property are zoned “C-3”, “C-2”, “R-3”, Unincorporated, and “R-1-C”; and

WHEREAS, the Property is currently denoted as “Commercial” on the Comprehensive Plan’s Future Land Use Map, and will be recommended for change to “C-3” Highway Business District on the Future Land Use Map should this zoning amendment be approved; and

WHEREAS, City Staff recommended to the Combined Planning and Zoning Board (“CPZB”) that it approve the Property being rezoned to “C-3” Highway Business District (*See* Staff Report attached hereto as **Exhibit A**); and

WHEREAS, CPZB recommended to the City Council that it approve the Property being rezoned to “C-3” Highway Business District (*See* CPZB Report attached hereto as **Exhibit B**); and

WHEREAS, the City Council finds it should approve the Property being rezoned to “C-3” Highway Business District.

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 City Staff recommended to the CPZB Board that it approve the Property being rezoned to “C-3” Highway Business District (*See* **Exhibit A**).

Section 3. City has determined CPZB recommended to the City Council that it approve the Property being rezoned to “C-3” Highway Business District (*See* **Exhibit B**).

Section 4. City Council approves the Property being rezoned to “C-3” Highway Business District.

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

Passed by the City Council and approved by the Mayor 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 record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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



City of Highland
Building and Zoning

Exhibit "C"
Determination for Zoning Text Amendment

On November 2, 2022 , the City of Highland Combined Planning and Zoning Board at its regular meeting **approved** a Zoning Map Amendment for the following:

The John Gantner Trust (property owner) request to rezone property addressed as 12443 State Route 143, located on the north side of IL Route143, approximately 750 feet west of the intersection of IL 143 and Cally Lane (Property ID number 02-1-18-29-17-301-003) from R-1-C Single Family Residential to C-3 Highway Business District.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the November 21, 2022 meeting of the City Council.

In recommending Approval (action) of this Zoning Text Amendment, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation and all other conditions listed for that use in other sections of these regulations. In addition, the Combined Planning and Zoning Board found that the proposed use **did** provide safeguards to assure its compatibility with the surrounding area.

Conditions (if any): _____

Anthony Walker
Chairperson of the Combined Planning and Zoning Board

11/2/22
Date



City of Highland Building and Zoning

Meeting Date: November 2, 2022

From: Breann Vazquez, Director of Community Development

Location: 12449 State Route 143 and 12443 State Route 143

Zoning Request: Rezoning

Description: Rezoning from R-1-C Single-Family Residential to C-3 Highway Business District

Proposal Summary

The applicants and property owners are the John L and Elvina Gantner Trust (owner of 12443 IL State Route 143) and John Gantner (owner of 12449 IL State Route 143). The applicants are requesting the following zoning map amendment:

- Property owned by John Gantner at 12443 State Route 143 (Property ID # 02-1-18-29-17-301-003.001) and adjacent property owned by the John L. Gantner and Elvina Trust at 12449 State Route 143 (Property ID #02-1-18-29-17-301-003) are requesting to rezone two parcels addressed as 12449 State Route 143 and 12443 State Route 143 located on the north side of IL 143 from R-1-C Single-Family Residential to C-3 Highway Business District, pending annexation of the properties into City of Highland corporate limits.

Per Section 90-115, annexed properties come into the City of Highland zoned as R-1-C, and the property owner/applicant can ask for the parcel to be rezoned once annexation occurs.

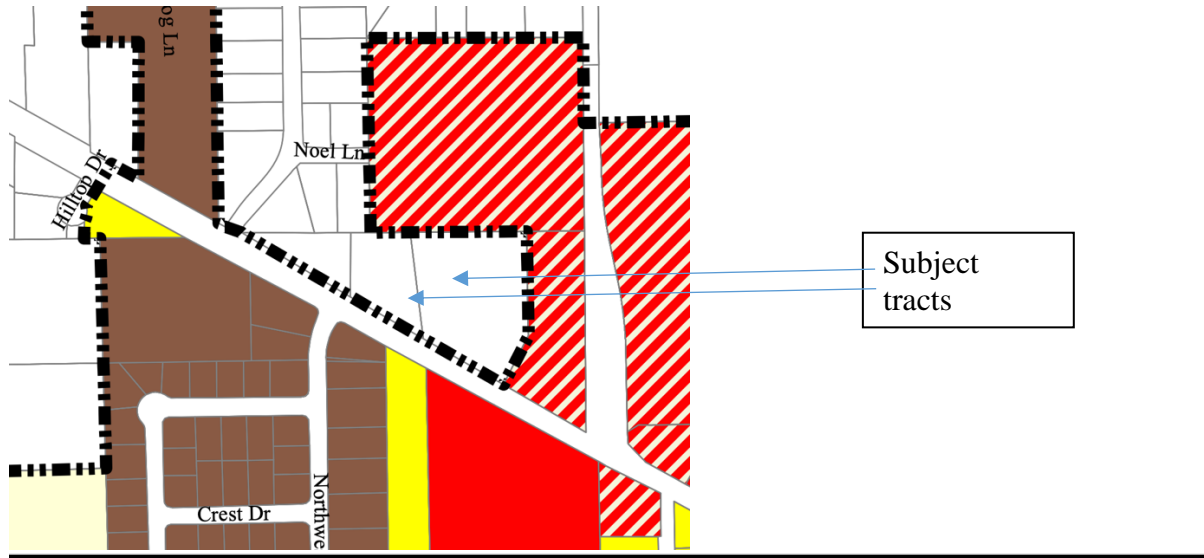
Comprehensive Plan Consideration

The Comprehensive Plan and Future Land Use Map are considered policy guides to current and future development. While they do not have the force of an ordinance, it is generally recommended that municipalities adhere to the findings, policies, principals, and recommendations in these documents. Changes and deviations are permissible, but they should be reasonably justified.

The subject properties are both denoted as "Commercial" on the Comprehensive Plan's Future Land Use Map.



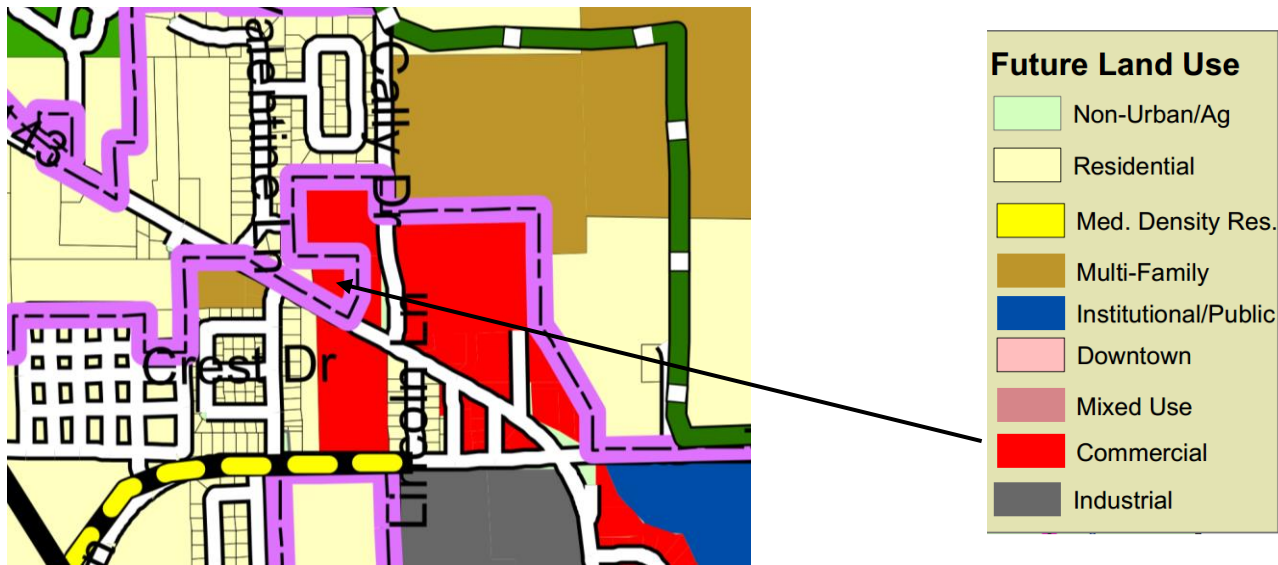
Zoning Map



Legend

- | | |
|--|--|
| Corporate Boundary | R-3 - Multiple Family Residence 60 FT. Lot Width |
| R-1-A - Single Family Residence 150 FT. Lot Width | C-2 - Central Business District No Lot Width Requirement |
| R-1-B - Single Family Residence 100 FT. Lot Width | C-3 - Highway Business District None |
| R-1-C - Single Family Residence 70 FT. Lot Width | C-4 - Limited Business No Lot Width Requirement |
| R-1-D - Single Family Residence 50 FT. Lot Width | I - Industrial District No Lot Width Requirement |
| R-2-A - Multiple Family Residence 70 FT. Lot Width | MX - Mixed Use |
| R-2-B - Multiple Family Residence 70 FT. Lot Width | Not In Corporate Limits |

Future Land Use Map



Standards of Review for Zoning Map Amendments and Findings of Fact

Below are the nine (9) consideration items listed in Section 90-88 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a zoning map amendment request.

- Existing use and zoning of the property in question.

The properties are unincorporated, and both have a single-family home. In addition to the single-family home on 12449 State Route 143, there is also a significant amount of vacant undeveloped land on this parcel. Pending annexation into the City of Highland, the property will be zoned R-1-C Single-Family Residential (annexation zoning).

- Existing use and zoning of other lots in the vicinity of the property in question.

Direction	Land Use	Zoning
North	Undeveloped	C-3
South	Residential/Commercial	R-1-C, R-3, and C-2
East	Commercial	C-3
West	Residential	Unincorporated

- The extent to which the zoning map amendment may detrimentally affect nearby properties.

The proposed amendment will not have a negative impact on nearby properties. The area is clearly trending toward commercial uses in a manner consistent with the Future Land Use Map.

- Suitability of the property in question for uses already permitted under existing requirements.

The parcels currently have single-family homes and are adjacent to existing commercial uses.

- Suitability of the property in question for the proposed uses.

The property is suitable for highway business use (C-3).



City of Highland Building and Zoning

6. The type, density and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned.

The proposed zoning goes with the character of the area. This area consists of both residential and commercial zoning, but the lots that front on IL Route 143 are suitable for commercial development.

7. The effect the proposed map amendment would have on the implementation of the City's Comprehensive Plan.

The proposed amendment adheres to the Comprehensive Plan and the Future Land Use map.

8. The effect the proposed map amendment would have on public utilities, other needed public services and traffic circulation on nearby streets.

There would be no significant effect on public services or traffic circulation on nearby streets.

9. Whether the map amendment will promote the health, safety, quality of life, comfort and general welfare of the city.

The amendment would promote the health, safety, quality of life, comfort, and general welfare of the City.

Staff Discussion

This rezoning would allow for two parcels adjacent to existing commercial uses to be utilized for additional commercial uses. The rezoning would be contingent on the parcels being annexed into the City of Highland. Staff has no concerns.

Aerial Photograph



ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING CLASSIFICATION FROM “R-1-C” SINGLE FAMILY RESIDENTIAL TO “C-3” HIGHWAY BUSINESS DISTRICT FOR 12443 STATE ROUTE 143, PPN # 02-1-18-29-17-301-003.001

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, owner of 12443 State Route 143, PPN: 02-1-18-29-17-301-003.001 (hereinafter “Property”), requests the Property be rezoned from “R-1-C” Residential to “C-3” Highway Business District; and

WHEREAS, properties adjacent and in proximity to the Property are zoned “C-3”, “C-2”, “R-3”, Unincorporated, and “R-1-C”; and

WHEREAS, the Property is currently denoted as “Commercial” on the Comprehensive Plan’s Future Land Use Map, and will be recommended for change to “C-3” Highway Business District on the Future Land Use Map should this zoning amendment be approved; and

WHEREAS, City Staff recommended to the Combined Planning and Zoning Board (“CPZB”) that it approve the Property being rezoned to “C-3” Highway Business District (*See* Staff Report attached hereto as **Exhibit A**); and

WHEREAS, CPZB recommended to the City Council that it approve the Property being rezoned to “C-3” Highway Business District (*See* CPZB Report attached hereto as **Exhibit B**); and

WHEREAS, the City Council finds it should approve the Property being rezoned to “C-3” Highway Business District.

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 City Staff recommended to the CPZB Board that it approve the Property being rezoned to “C-3” Highway Business District (*See* **Exhibit A**).

Section 3. City has determined CPZB recommended to the City Council that it approve the Property being rezoned to “C-3” Highway Business District (*See* **Exhibit B**).

Section 4. City Council approves the Property being rezoned to “C-3” Highway Business District.

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

Passed by the City Council and approved by the Mayor 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 record as follows:

AYES:

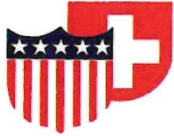
NOES:

APPROVED:

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

ATTEST:

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



City of Highland
Building and Zoning

Exhibit "C"
Determination for Zoning Text Amendment

On November 2, 2022 , the City of Highland Combined Planning and Zoning Board at its regular meeting **approved** a Zoning Map Amendment for the following:

John Gantner (property owner) request to rezone property addressed as 12443 State Route 143, located on the north side of IL Route 143, approximately 750 feet west of the intersection of IL 143 and Cally Lane (Property ID number 02-1-18-29-17-301-003.001) from R-1-C Single Family Residential to C-3 Highway Business District.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the November 21, 2022 meeting of the City Council.

In recommending Approval (action) of this Zoning Text Amendment, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation and all other conditions listed for that use in other sections of these regulations. In addition, the Combined Planning and Zoning Board found that the proposed use **did** provide safeguards to assure its compatibility with the surrounding area.

Conditions (if any): —

Anthony Walker
Chairperson of the Combined Planning and Zoning Board

11/2/22
Date



City of Highland Building and Zoning

Meeting Date: November 2, 2022

From: Breann Vazquez, Director of Community Development

Location: 12449 State Route 143 and 12443 State Route 143

Zoning Request: Rezoning

Description: Rezoning from R-1-C Single-Family Residential to C-3 Highway Business District

Proposal Summary

The applicants and property owners are the John L and Elvina Gantner Trust (owner of 12443 IL State Route 143) and John Gantner (owner of 12449 IL State Route 143). The applicants are requesting the following zoning map amendment:

- Property owned by John Gantner at 12443 State Route 143 (Property ID # 02-1-18-29-17-301-003.001) and adjacent property owned by the John L. Gantner and Elvina Trust at 12449 State Route 143 (Property ID #02-1-18-29-17-301-003) are requesting to rezone two parcels addressed as 12449 State Route 143 and 12443 State Route 143 located on the north side of IL 143 from R-1-C Single-Family Residential to C-3 Highway Business District, pending annexation of the properties into City of Highland corporate limits.

Per Section 90-115, annexed properties come into the City of Highland zoned as R-1-C, and the property owner/applicant can ask for the parcel to be rezoned once annexation occurs.

Comprehensive Plan Consideration

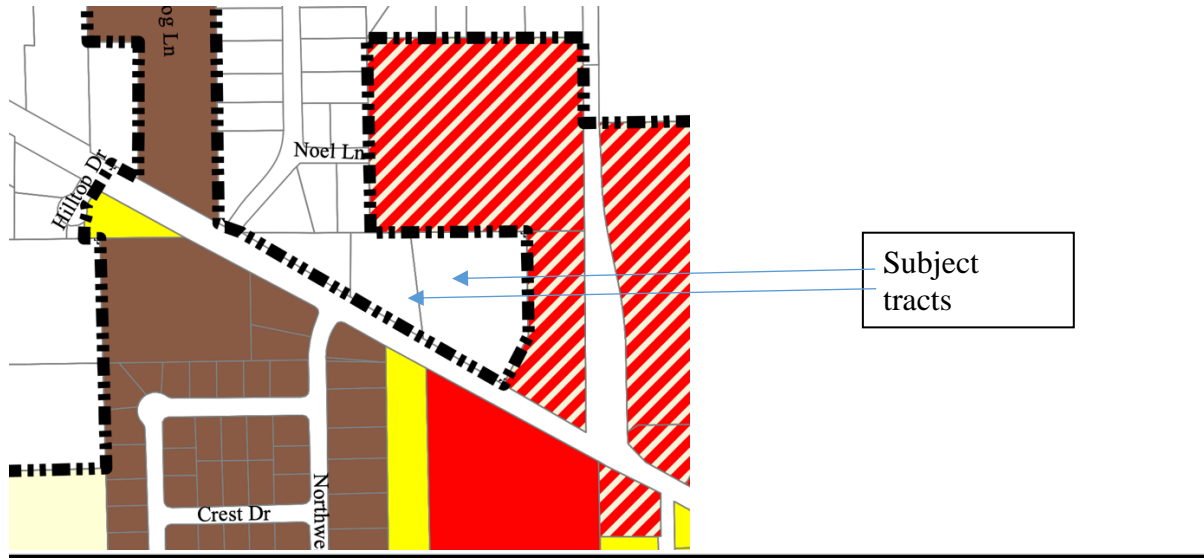
The Comprehensive Plan and Future Land Use Map are considered policy guides to current and future development. While they do not have the force of an ordinance, it is generally recommended that municipalities adhere to the findings, policies, principals, and recommendations in these documents. Changes and deviations are permissible, but they should be reasonably justified.

The subject properties are both denoted as "Commercial" on the Comprehensive Plan's Future Land Use Map.



City of Highland Building and Zoning

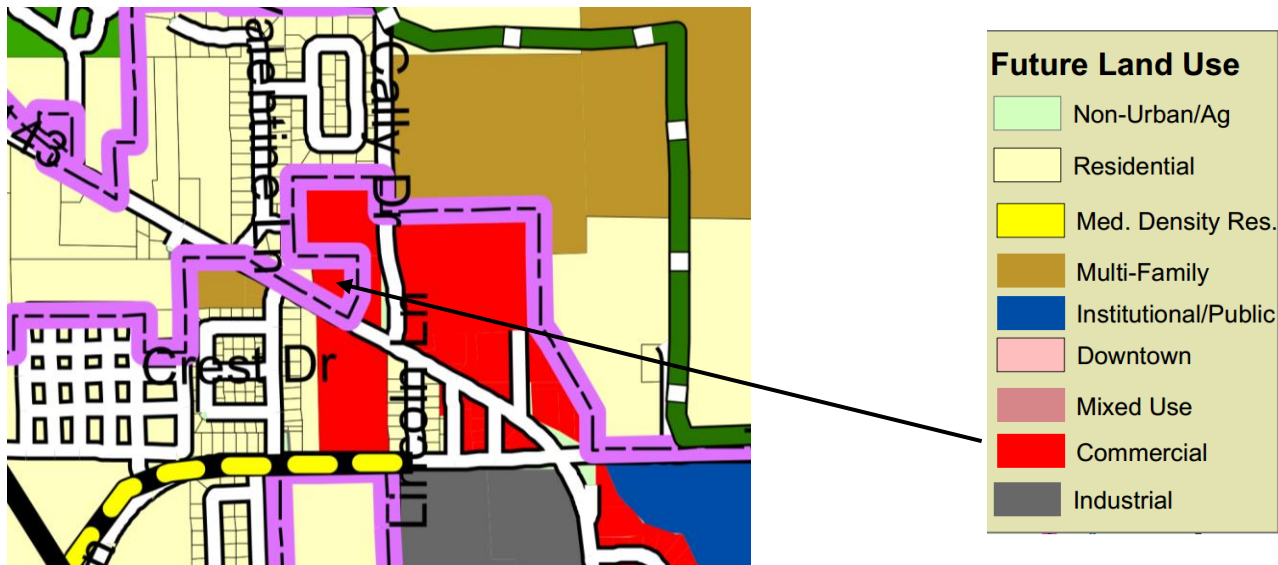
Zoning Map



Legend

- | | |
|--|--|
| Corporate Boundary | R-3 - Multiple Family Residence 60 FT. Lot Width |
| R-1-A - Single Family Residence 150 FT. Lot Width | C-2 - Central Business District No Lot Width Requirement |
| R-1-B - Single Family Residence 100 FT. Lot Width | C-3 - Highway Business District None |
| R-1-C - Single Family Residence 70 FT. Lot Width | C-4 - Limited Business No Lot Width Requirement |
| R-1-D - Single Family Residence 50 FT. Lot Width | I - Industrial District No Lot Width Requirement |
| R-2-A - Multiple Family Residence 70 FT. Lot Width | MX - Mixed Use |
| R-2-B - Multiple Family Residence 70 FT. Lot Width | Not In Corporate Limits |

Future Land Use Map



Standards of Review for Zoning Map Amendments and Findings of Fact

Below are the nine (9) consideration items listed in Section 90-88 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a zoning map amendment request.

- Existing use and zoning of the property in question.

The properties are unincorporated, and both have a single-family home. In addition to the single-family home on 12449 State Route 143, there is also a significant amount of vacant undeveloped land on this parcel. Pending annexation into the City of Highland, the property will be zoned R-1-C Single-Family Residential (annexation zoning).

- Existing use and zoning of other lots in the vicinity of the property in question.

Direction	Land Use	Zoning
North	Undeveloped	C-3
South	Residential/Commercial	R-1-C, R-3, and C-2
East	Commercial	C-3
West	Residential	Unincorporated

- The extent to which the zoning map amendment may detrimentally affect nearby properties.

The proposed amendment will not have a negative impact on nearby properties. The area is clearly trending toward commercial uses in a manner consistent with the Future Land Use Map.

- Suitability of the property in question for uses already permitted under existing requirements.

The parcels currently have single-family homes and are adjacent to existing commercial uses.

- Suitability of the property in question for the proposed uses.

The property is suitable for highway business use (C-3).



City of Highland Building and Zoning

6. The type, density and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned.

The proposed zoning goes with the character of the area. This area consists of both residential and commercial zoning, but the lots that front on IL Route 143 are suitable for commercial development.

7. The effect the proposed map amendment would have on the implementation of the City's Comprehensive Plan.

The proposed amendment adheres to the Comprehensive Plan and the Future Land Use map.

8. The effect the proposed map amendment would have on public utilities, other needed public services and traffic circulation on nearby streets.

There would be no significant effect on public services or traffic circulation on nearby streets.

9. Whether the map amendment will promote the health, safety, quality of life, comfort and general welfare of the city.

The amendment would promote the health, safety, quality of life, comfort, and general welfare of the City.

Staff Discussion

This rezoning would allow for two parcels adjacent to existing commercial uses to be utilized for additional commercial uses. The rezoning would be contingent on the parcels being annexed into the City of Highland. Staff has no concerns.

Aerial Photograph



ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING CLASSIFICATION FROM “R-1-C” SINGLE FAMILY RESIDENTIAL TO “C-3” HIGHWAY BUSINESS DISTRICT FOR PPN # 02-1-18-32-02-202-006

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 LLC, owner of PPN: 02-1-18-32-02-202-006 (hereinafter “Property”), requests the Property be rezoned from “R-1-C” Residential to “C-3” Highway Business District; and

WHEREAS, properties adjacent and in proximity to the Property are zoned “C-3”, “C-2”, and “R-1-C”; and

WHEREAS, the Property is currently denoted as mostly “multi-family” on the Comprehensive Plan’s Future Land Use Map, and will be recommended for change to “C-3” Industrial on the Future Land Use Map should this zoning amendment be approved; and

WHEREAS, City Staff recommended to the Combined Planning and Zoning Board (“CPZB”) that it approve the Property being rezoned to “C-3” Highway Business District (*See* Staff Report attached hereto as **Exhibit A**); and

WHEREAS, CPZB recommended to the City Council that it approve the Property being rezoned to “C-3” Highway Business District (*See* CPZB Report attached hereto as **Exhibit B**); and

WHEREAS, the City Council finds it should approve the Property being rezoned to “C-3” Highway Business District.

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 City Staff recommended to the CPZB Board that it approve the Property being rezoned to “C-3” Highway Business District (*See* **Exhibit A**).

Section 3. City has determined CPZB recommended to the City Council that it approve the Property being rezoned to “C-3” Highway Business District (*See* **Exhibit B**).

Section 4. City Council approves the Property being rezoned to “C-3” Highway Business District.

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

Passed by the City Council and approved by the Mayor 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 record as follows:

AYES:

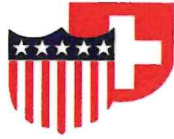
NOES:

APPROVED:

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

ATTEST:

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



City of Highland
Building and Zoning

Exhibit "C"
Determination for Zoning Text Amendment

On November 2, 2022 , the City of Highland Combined Planning and Zoning Board at its regular meeting **approved** a Zoning Map Amendment for the following:

MRE Portfolio LLC (property owner) requests to rezone unaddressed property located ¼ mile east of the intersection of IL State Route 143 and U.S. 40 on the north side of IL Route 143, Property ID number 02-1-18-32-02-202-006) from R-1-C Single Family Residential to C-3 Highway Business District.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the November 21, 2022 meeting of the City Council.

In recommending Approval (action) of this Zoning Text Amendment, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation and all other conditions listed for that use in other sections of these regulations. In addition, the Combined Planning and Zoning Board found that the proposed use **did** provide safeguards to assure its compatibility with the surrounding area.

Conditions (if any): —

Anthony Walker
Chairperson of the Combined Planning and Zoning Board

11/2/22
Date



City of Highland Building and Zoning

Meeting Date: November 2, 2022

From: Breann Vazquez, Director of Community Development

Location: Unaddressed Property 1/4 mile east of the intersection of US 40 and IL 143

Zoning Request: Rezoning

Description: Rezoning from R-1-C Single-Family Residential to C-3 Highway Business District

Proposal Summary

The applicant and property owner is MRE Portfolio, LLC. The applicant of this case is requesting the following zoning map amendment:

- MRE Portfolio, LLC (6538 W Dakin St, Chicago, IL 60634) is requesting to rezone unaddressed property comprised of approximately 42 acres located on the north side of U.S. 40, approximately one-quarter mile east of the intersection of U.S 40 and IL Route 143 (PIN# 02-1-18-32-02-202-006) from R-1-C Single-Family Residential (annexation zoning) to C-3 Highway Business District, pending annexation of property into City of Highland corporate limits.

Per Section 90-115, annexed properties come into the City of Highland zoned as R-1-C, and the property owner/applicant can ask for the parcel to be rezoned once annexation occurs.

Comprehensive Plan Consideration

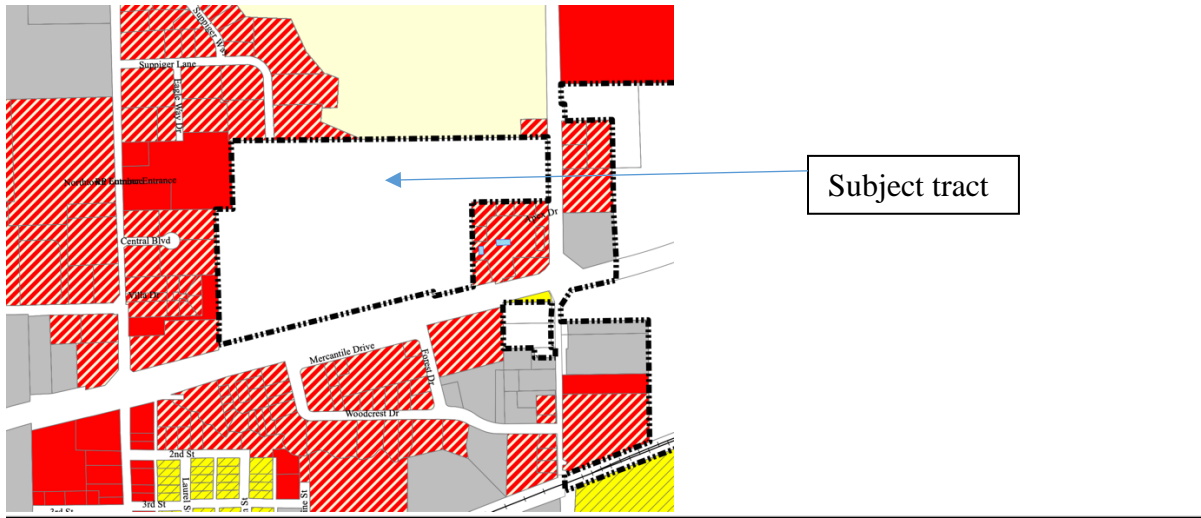
The Comprehensive Plan and Future Land Use Map are considered policy guides to current and future development. While they do not have the force of an ordinance, it is generally recommended that municipalities adhere to the findings, policies, principals, and recommendations in these documents. Changes and deviations are permissible, but they should be reasonably justified.

The majority of the subject property is denoted as Multi-family, with a portion in the NE corner shown as Commercial, on the Comprehensive Plan's Future Land Use Map. If a rezoning is approved, the entirety of this parcel will be recommended to be marked as Commercial to match the surrounding parcels to the east and west.



City of Highland Building and Zoning

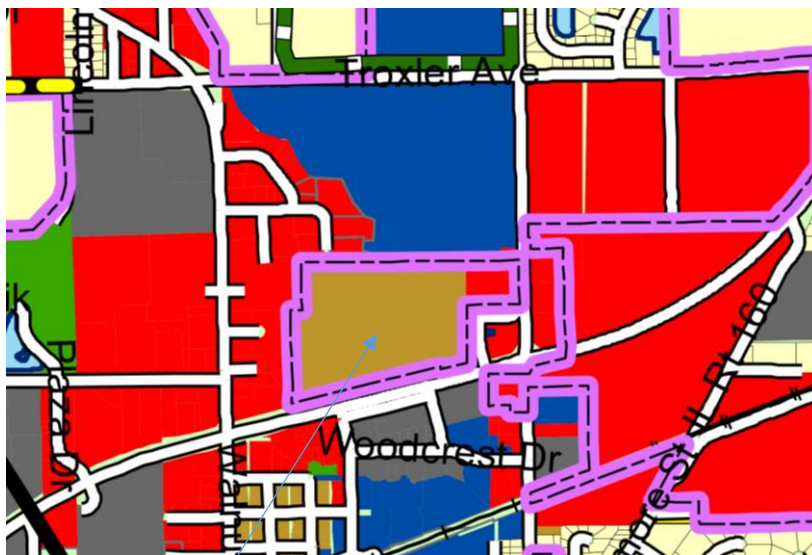
Zoning Map



Legend

- Corporate Boundary
- R-1-A - Single Family Residence 150 FT. Lot Width
- R-1-B - Single Family Residence 100 FT. Lot Width
- R-1-C - Single Family Residence 70 FT. Lot Width
- R-1-D - Single Family Residence 50 FT. Lot Width
- R-2-A - Multiple Family Residence 70 FT. Lot Width
- R-2-B - Multiple Family Residence 70 FT. Lot Width
- R-3 - Multiple Family Residence 60 FT. Lot Width
- C-2 - Central Business District No Lot Width Requirement
- C-3 - Highway Business District None
- C-4 - Limited Business No Lot Width Requirement
- I - Industrial District No Lot Width Requirement
- MX - Mixed Use
- Not In Corporate Limits

Future Land Use Map



Future Land Use

- Non-Urban/Ag
- Residential
- Med. Density Res.
- Multi-Family
- Institutional/Public
- Downtown
- Mixed Use
- Commercial
- Industrial

Subject tract



City of Highland

Building and Zoning

Standards of Review for Zoning Map Amendments and Findings of Fact

Below are the nine (9) consideration items listed in Section 90-88 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a zoning map amendment request.

1. Existing use and zoning of the property in question.

The property is unincorporated and is currently vacant/undeveloped. Pending annexation into the City of Highland, the property will be zoned R-1-C Single-Family Residential (annexation zoning). The applicant is seeking an immediate rezoning to C-3 at the same City Council meeting as the annexation takes place.

2. Existing use and zoning of other lots in the vicinity of the property in question.

Direction	Land Use	Zoning
North	Residential/school	R-1-A and C-3
South	Commercial	C-3
East	Commercial	C-3
West	Commercial	C-2 and C-3

3. The extent to which the zoning map amendment may detrimentally affect nearby properties.

The proposed amendment will not have a negative impact on nearby properties.

4. Suitability of the property in question for uses already permitted under existing requirements.

The parcel is currently vacant and is adjacent to existing commercial uses. The C-3 zoning designation is suitable at this location.

5. Suitability of the property in question for the proposed uses.

The property is suitable for highway commercial uses.

6. The type, density and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned.

The proposed zoning goes with the character of the area. While the area consists of both residential zoning to the north, commercial zoning exists in all other directions and there is an established commercial presence along the U.S. 40 street frontage.

7. The effect the proposed map amendment would have on the implementation of the City's Comprehensive Plan.

While the proposed commercial zoning differs from the multi-family residential designation found on the Future Land Use Map in the Comprehensive Plan, the site remains highly suitable for commercial development. The Future Land Use map would be appropriately updated.

8. The effect the proposed map amendment would have on public utilities, other needed public services and traffic circulation on nearby streets.

Due to excellent access to U.S. 40 and IL Route 160, there would be no significant effect on public services or traffic circulation on nearby streets.



City of Highland Building and Zoning

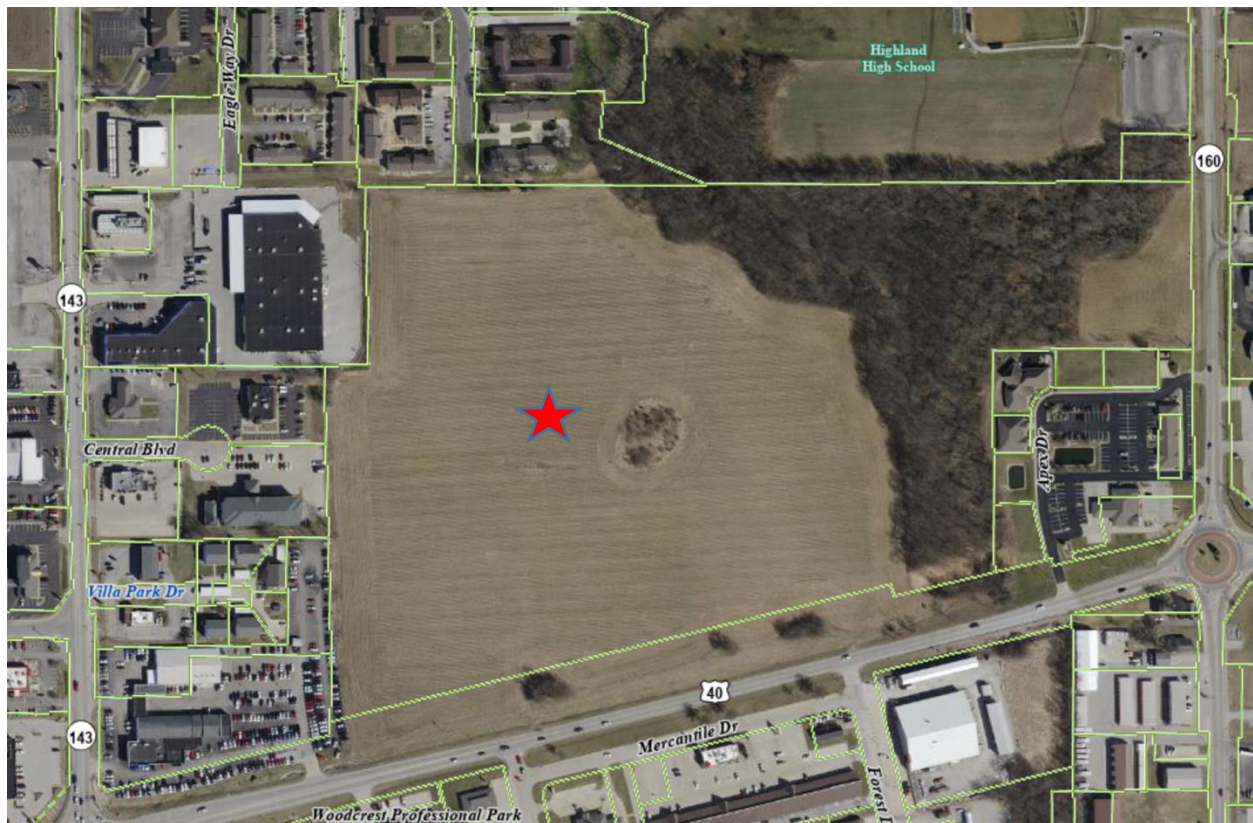
- Whether the map amendment will promote the health, safety, quality of life, comfort and general welfare of the city.

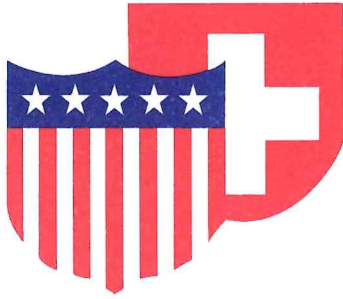
The amendment would promote the health, safety, quality of life, comfort, and general welfare of the City.

Staff Discussion

This rezoning of this 42 acre parcel would allow for a vacant parcel adjacent to existing commercial uses to be utilized for additional commercial uses. The rezoning would be contingent on the parcel being annexed into the City of Highland. Staff has no concerns.

Aerial Photograph





City of Highland

TO: City Councilmembers
FROM: Mayor Kevin B. Hemann
DATE: November 16, 2022
SUBJECT: Appointment to the Police & Fire Commission

Due to the recent resignation of long-time Police & Fire Commission member, Fred Donini, I forward to you an application for appointment which I received from Mr. Tyson Imming. Mr. Imming retired from the U.S. Marshals Service as a Deputy U.S. Marshal after a long and distinguished career as you will see by reading his application.

I believe his past experience in law enforcement makes him an excellent choice for appointment to the City's Police & Fire Commission. Therefore, I ask that you approve my appointment of Mr. Tyson Imming to fill the unexpired term of Mr. Fred Donini on the Police & Fire Commission. This term expires June, 2025.

If you have any questions regarding this appointment, please let me know.

APPLICATION FOR APPOINTMENT TO CITY OF HIGHLAND BOARDS AND COMMISSIONS



Please print or type.

Name _____
First Middle Last

Home Address _____
Street City Zip

Date of birth: _____ Do you reside within the City limits? Yes No How long? _____

Home Telephone _____ Daytime Telephone _____

Occupation _____ Place of Employment _____

E-Mail Address(es) _____

Have you ever been convicted of a felony? Yes No

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

What experience do you possess that you believe qualifies you to serve? _____

Please list your interests/hobbies: _____

You may attach additional information to support this application.

References: _____
Name Address Phone

_____ *Name Address Phone*

I certify that the information given herein is true and complete. By signing this application, I hereby authorize an investigation of all statements contained in this application for appointment as may be necessary in arriving at a decision regarding the possibility of appointment.

Information submitted on this application is public information. A false or misleading statement will be cause for elimination from consideration.

Signature of Applicant _____ Date _____

Return completed applications to:

Lana Hediger, Deputy Clerk
City Hall, 1115 Broadway
PO Box 218
Highland, IL 62249

Or you may fax to: (618.654.4768)

ORDINANCE NO. _____

AN ORDINANCE DISSOLVING AND TERMINATING THE HIGHLAND BUSINESS DISTRICT C.

WHEREAS, Mayor and City Council (the “Corporate Authorities”) of the City of Highland, Illinois (the “City”) pursuant to the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. as amended (the “Business District Law”), on November 6, 2017, adopted Ordinance No. 2817, approving the Highland Business District C Plan and established the Highland Business District C; and

WHEREAS, the approved ordinance and Business District Plan also imposed a Retailers’ Occupation Tax and Service Occupation Tax at a rate of 0.50% (the “Sales Tax”) upon all persons engaged in transactions within the Business District which are subject to such tax pursuant to the Act; and

WHEREAS, the Corporate Authorities of the City desire to dissolve the Business District C, discontinue the Business District C Plan, and discontinue the imposition of the 0.50% Business District Sales Tax upon all persons engaged in transactions within the Business District, effective July 1, 2023; and

WHEREAS, in order to dissolve the Business District C, discontinue the Business District C Plan, and discontinue the imposition and collection of the 0.50% Business District Sales Tax, the City must pass and approve a certified ordinance discontinuing the tax and send the certified ordinance to the Illinois Department of Revenue prior to March 31, 2023 so that the tax will no longer be imposed or collected effective July 1, 2023.

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

Section 1. Incorporation of Recitals. The City Council hereby finds that the recitals to this Ordinance are true, complete and correct and hereby incorporates them into this Ordinance.

Section 2. Dissolution and Termination of the Business District. The City hereby declares the Highland Business District C dissolved and terminated effective July 1, 2023.

Section 3. Filing of Ordinance. The Mayor and all other officers, agents, and representatives of the City are hereby authorized to send and deliver a certified copy of this Ordinance to the Illinois Department of Revenue prior to March 31, 2023 and to take any and all actions that may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance.

Section 4. Adoption. This Ordinance shall be in full force and effect from and after its passage, approval and publication, if required, as provided by law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the ____day of _____, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2918, ESTABLISHING THE HIGHLAND BUSINESS DISTRICT A; APPROVING A BUSINESS DISTRICT PLAN; AUTHORIZING THE IMPOSITION AND COLLECTION OF A SALES TAX WITHIN SUCH BUSINESS DISTRICT; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ESTABLISHMENT OF SUCH BUSINESS DISTRICT.

WHEREAS, the City of Highland, Madison County, Illinois (the “City”) has the authority to designate an area as a Business District pursuant to the Business District Development and Redevelopment Act, authorized by Section 65 ILCS 5/11-74.3-1, et seq., as amended (the “Act”), to share business district sales tax revenues generated by a redevelopment project in the proposed Business District to induce a developer’s undertaking and performance of such project and to provide for public infrastructure within the Business District; and

WHEREAS, on November 6, 2017 the City of Highland approved Ordinance No. 2815 establishing and designating the Highland Business District A, approving the Highland Business District A Plan within the City of Highland, Illinois, and imposing business district taxes within the Highland Business District; and

WHEREAS, on March 18, 2019 the City of Highland approved Ordinance No. 2918 amending the boundary of Ordinance 2815; and

WHEREAS, it is essential to the City’s economic and social welfare that its business district continues to be developed, maintained, and/or revitalized by assuring opportunities for development and attracting sound and stable commercial growth; and

WHEREAS, in order to further encourage development and redevelopment within the Highland Business District, the City is considering amending the Plan by modifying certain activities and budgeted expenses, as well as amending the Business District boundary; and

WHEREAS, the City has received a plan from Moran Economic Development, LLC (the “Consultant”) titled “Highland Amended Business District A; Amended Business District Plan” (the “Amended Business District Plan”) dated October 3, 2022, which sets forth an amended plan for the development and redevelopment of the Business District Area in the City of Highland; and

WHEREAS, the City on October 12, 2022 and October 19, 2022 published a notice of public hearing to be held with respect to the approval of the Amended Business District Plan and the designation of the Amended Business District, and the City held a public hearing as provided in such notice on November 2, 2022 at which members of the public were allowed to comment with respect to the provisions of the Amended Business District Plan; and

WHEREAS, the City now desires to approve the Amended Business District Plan, to authorize the imposition within the Amended Business District of certain taxes, and to make such other findings as necessary pursuant to the Act.

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

Section 1. Incorporation of Recitals. The City Council hereby finds that the recitals to this Ordinance are true, complete and correct and hereby incorporates them into this Ordinance.

Section 2. Findings. The City hereby makes the following findings as supported by the Amended Business District Plan:

(a) The Amended Business District, on the whole, has not been subject to growth and development through investment by private enterprise or would not reasonably be anticipated to be developed without the adoption of the Amended Business District Development Plan;

(b) The Amended Business District Plan conforms to the comprehensive plan for the development of the City as a whole; and

(c) The Amended Business District is a blighted area due to the presence, individually and in combination, of several conditions representative of those outlined in the Act.

These include:

- Deterioration of Site Improvements
- Defective, Non-existent, or Inadequate Street Layout
- Improper Subdivision or Obsolete Platting

The Amended Business District is found to be eligible under the Act, as it represents a blighted portion of the City of Highland by reason of the existence of the deterioration of site improvements, defective, non-existent, or inadequate street layout, and improper subdivision or obsolete platting. These factors, in combination, contribute to the Amended Area being an economic liability to the City as well as contribute to the economic underutilization of the Area. Additionally, the property in the District would not be reasonably anticipated to be developed without the amendment of the Highland Business District and adoption of the Amended Business District Plan.

Section 3. Approval of the Amended District Plan. The Amended Business District Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 4. Establishment of the Amended Business District. The Amended Business District is hereby established pursuant to the Amended Business District Plan and the Act. The boundaries of the Amended Business District are legally described in Appendix A of the Amended Business District Plan and depicted in Exhibit A of the Amended Business District Plan, which legal description and depiction are incorporated herein by this reference. The Amended Business District Area includes 37 parcels of real property which are directly and substantially benefitted by the Amended Business District Plan. The City Council shall have and possess, without limitation, such powers with respect to the Amended Business District as authorized under the Act and the Amended Business District Plan. The legal description, parcel

identification numbers and address list for the Amended Business District is attached hereto as **Exhibits B, C & D** and by this reference made a part hereof.

Section 5. Imposition of Business District Taxes.

(a) A Business District Retailers' Occupation Tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of the State of Illinois, at retail within the Amended Business District at the rate of 1.0% of the gross receipts from such sales made in the course of such business; and a Business District Service Occupation Tax is hereby imposed upon all persons engaged, in the Amended Business District, in the business of making sales of services, **at the rate of 1.0% of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service.** This "Business District Retailers' Occupation Tax" and this "Business District Service Occupation Tax" shall not be applicable to the sale of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes and needles used by diabetics, for human use.

(b) An amended occupation tax is hereby imposed upon all persons engaged in the business of renting, leasing, or letting rooms in a hotel, as defined in the Hotel Operators' Occupation Tax Act, at a rate of 1.0% of the gross rental receipts from the renting, leasing, or letting of hotel rooms within the Amended Business District, excluding, however, from gross rental receipts the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators' Occupation Tax Act, and proceeds from the tax imposed under subsection (c) of Section 13 of the Metropolitan Pier and Exposition Authority Act.

(c) The taxes imposed pursuant to (a) and (b) above shall be for the planning, execution and implementation of the Amended Business District Plan and to pay for business district project costs as set forth in the Amended Business District Plan, including payment of bonds, notes or other obligations (the "Obligations") issued to finance such business district project costs. These taxes shall be in full force and effect until the earlier of (i) payment of all Obligations in accordance with the Amended Business District Plan, or (ii) the Dissolution date (as such term is defined in the Business District Act) of the Amended Business District.

(d) The imposition of these Business District taxes is in accordance with the provisions of subsections (b), (c) and (d), respectively, of Section 11-74.3-6 of the Business District Act.

(e) The taxes imposed pursuant to (a) above and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce such provisions of this Ordinance. The taxes imposed pursuant to (b) above and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the City. The City shall have full power to administer and enforce such provisions of this Ordinance.

Section 6. Business District Tax Allocation Fund. The City has established the Highland Business District Tax Allocation Fund in the custody of the City Treasurer and each

distribution of taxes imposed by this Ordinance to the City from the Department of Revenue shall be deposited in such fund for the purpose of paying or reimbursing business district project costs and obligations incurred in the payment of the costs.

Section 7. Filing of Ordinance. The City Clerk is hereby directed to file a certified copy of this Ordinance with the Department of Revenue after its passage and approval by the City Council.

Section 8. Severability. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof, and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 9. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 10. Further Authorization. The Mayor is hereby authorized and directed to execute and deliver for and on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments, and the Mayor or his designated representative is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonably incidental to the implementation of this Ordinance.

Section 11. Repealer. All ordinances, resolutions and parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed.

Section 12. Adoption. This Ordinance shall be in full force and effect from and after its passage, approval and publication, if required, as provided by Act. The imposition of these Business District taxes shall take effect on the first day of July 2023.

Passed by the City Council of the City of Highland, Illinois on this _ day of _____, 2022
on the following vote:

YEAS: _____

NAYS: _____

ABSENT: _____

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

**EXHIBIT A
AMENDED BUSINESS DISTRICT PLAN**

EXHIBIT B
AMENDED LEGAL DESCRIPTION
LEGAL DESCRIPTION FOR HIGHLAND BUSINESS DISTRICT A

BEGINNING AT THE SOUTHWEST CORNER OF SYCAMORE STREET AND NINTH STREET: PROCEED SOUTHERLY ALONG SYCAMORE STREET TO POPLAR STREET. CONTINUE SOUTH ALONG POPLAR STREET TO THE EAST-WEST ALLEY, ONE HALF (1/2) BLOCK SOUTH OF BROADWAY. GO WEST ALONG SAID ALLEY TO ZSCHOKKE STREET. GO SOUTH ONE HALF (1/2) BLOCK TO TWELFTH STREET. GO WEST ON TWELFTH STREET TO LAUREL STREET AND GO NORTH ON LAUREL STREET ONE HALF (1/2) BLOCK TO THE EAST-WEST ALLEY. PROCEED WEST IN THE ALLEY(S) TO OLD TRENTON ROAD, GOING NORTH ON OLD TRENTON ROAD ONE HALF (1/2) BLOCK TO BROADWAY. GO WEST ON BROADWAY TO NEW TRENTON ROAD (IL ROUTE 160). GO SOUTH UNTIL YOU REACH THE SOUTH LINE OF THE AMERICAN LEGION PROPERTY (TAX PARCEL ID NO. 01-1-24-06-12-201-035). FOLLOWING SAID LINE WEST UNTIL REACHING THE WEST PROPERTY LINE. TURN NORTH UNTIL REACHING THE NORTH LINE OF SAID AMERICAN LEGION PROPERTY, THEN TURN EAST AND FOLLOW SAID NORTH LINE UNTIL YOU REACH THE WEST LINE OF THE RYDER INN PROPERTY (TAX PARCEL ID NO. 01-1-24-06-12-201-034). PROCEED NORTH ALONG SAID WEST LINE TO HIGHLAND ROAD. PROCEED WEST ALONG HIGHLAND ROAD TO THE WEST PROPERTY LINE OF THE NEW CITY OF HIGHLAND STREET AND ALLEY FACILITY (TAX PARCEL ID NO. 01-2-24-06-00-000-011). GO NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF THE HIGHLAND ANIMAL SHELTER (TAX PARCEL ID NO. 01-2-24-06-00-000-014.001). TURN WEST AND FOLLOW SAID LINE TO THE WEST LINE OF SAID HIGHLAND ANIMAL SHELTER PROPERTY. GO NORTH ALONG SAID WEST LINE TO MONROE STREET. PROCEED EAST ALONG MONROE STREET TO THE KLAUS SERVICE CENTER PROPERTY (TAX PARCEL ID NO. 01-2-24-06-08-201-003). GO NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID KLAUS SERVICE CENTER PROPERTY. TURN EAST AND PROCEED ALONG SAID NORTH LINE TO THE ALLEY THAT RUNS ALONG THE EAST SIDE OF SAID PROPERTY. TURN NORTH AND FOLLOW THE ALLEY TO THE NORTH LINE OF THE KORTE AND RICHTER MEAT PROCESSING PROPERTY (TAX PARCEL ID NO. 01-2-24-06-08-201-010). PROCEED EASTERLY ALONG SAID NORTH LINE TO DEAL STREET. TURN AND GO SOUTHERLY ALONG DEAL STREET TO THE SOUTH LINE OF SKIP'S AUTOMOTIVE SERVICE (TAX PARCEL ID NO. 01-2-24-06-08-201-008). TURN WEST AND FOLLOW SAID LINE TO THE ALLEY. PROCEED SOUTH ALONG THE ALLEY TO MONROE STREET. TURN EASTERLY ON MONROE STREET UNTIL YOU REACH MAIN STREET AT CENTER STREET. FOLLOW MAIN STREET EAST TO PESTALOZZI STREET. GO NORTH ON PESTALOZZI STREET TO NINTH STREET AND GO EAST ON NINTH STREET TO WALNUT STREET, CONTINUING NORTH ON WALNUT STREET TO EIGHTH STREET. AT EIGHTH STREET, GO WEST ONE LOT AND TURN NORTH ALONG THE WEST LINE OF SAID LOT (TAX PARCEL ID NO. 02-2-18-32-18-302-018) UNTIL REACHING THE EAST-WEST ALLEY. PROCEED WEST ALONG THE ALLEY UNTIL YOU REACH MULBERRY STREET. FOLLOW MULBERRY STREET SOUTH TO NINTH STREET. GO WEST ALONG NINTH STREET TO CHESTNUT STREET. PROCEED NORTH ALONG CHESTNUT STREET TO THE NORTH LINE OF THE CSXT RAILROAD. GO EAST ALONG SAID NORTH LINE UNTIL REACHING THE WEST LINE OF RAILSHAKE BREWERY (TAX PARCEL ID NO. 02-2-18-32-18-302-004). GO NORTH ALONG THE SAID WEST LINE UNTIL REACHING FIFTH STREET. TURN EAST ALONG FIFTH STREET UNTIL YOU REACH ZSCHOKKE STREET. GO SOUTH ON ZSCHOKKE STREET TO THE SOUTH LINE OF THE CSXT RAILROAD. PROCEED WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF A PARCEL OF LAND AT 917 SIXTH STREET (TAX PARCEL ID NO. 02-118-32-19-402-012). TURN SOUTH ALONG SAID EAST LINE AND CONTINUE SOUTH ALONG WASHINGTON STREET TO SEVENTH STREET. THEN GO WEST ALONG THE SOUTH PROPERTY LINE OF 620 WASHINGTON STREET (TAX PARCEL ID NO. 02-2-18-32-19-403-019) AND CONTINUE WEST ALONG THE EAST-WEST ALLEY UNTIL REACHING LAUREL STREET GOING SOUTH ALONG LAUREL STREET TO NINTH STREET. GO EAST ALONG NINTH STREET TO LEMON STREET AND PROCEED NORTH ONE HALF (1/2) BLOCK TO THE EAST-WEST ALLEY. GO EAST THROUGH SAID ALLEY CROSSING POPLAR STREET AND CONTINUE EAST ALONG NINTH STREET TO THE POINT OF BEGINNING.

INCLUDING: PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON ROD AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE ON THE NORTH QUARTER QUARTER LINE SOUTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, A DISTANCE OF 445.68 FEET TO A SET IRON ROD ON THE WEST RIGHT OF WAY LINE OF PROPOSED HEMLOCK STREET (100 FEET WIDE); THENCE CONTINUING ON SAID QUARTER QUARTER LINE SOUTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, DISTANCE OF 654.86 FEET TO A SET IRON ROD; THENCE SOUTH 06 DEGREES 29 MINUTES 22 SECONDS WEST, A DISTANCE OF 966.69 FEET TO A SET IRON ROD; THENCE SOUTH 27 DEGREES 49 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.08 FEET TO A SET IRON ROD ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 40 (150 FEET WIDE); THENCE ON SAID NORTH RIGHT OF WAY LINE ON A 5133.79 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS NORTH 64 DEGREES 51 MINUTES 42 SECONDS EAST, A CHORD DISTANCE OF 150.13 FEET TO THE SOUTHERLY POINT OF A TRACT OF LAND CONVEYED TO MADISON COUNTY MASS TRANSIT DISTRICT IN DOCUMENT NUMBER 2005R48155 OF THE MADISON COUNTY, ILLINOIS RECORDS; THENCE ON THE WESTERLY LINE OF SAID TRACT, NORTH 27 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 139.89 FEET TO A FOUND IRON ROD AT THE WESTERLY CORNER OF SAID DISTRICT TRACT; THENCE ON THE NORTHERLY LINE OF SAID DISTRICT TRACT ON A 4993.79 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS NORTH 59 DEGREES 18 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 828.89 FEET TO A POINT AT THE NORTHERLY CORNER OF SAID DISTRICT TRACT, ALSO BEING ON THE WEST RIGHT OF WAY LINE OF PROPOSED HEMLOCK STREET (100 FEET WIDE); THENCE ON SAID WESTERLY RIGHT OF WAY LINE ON A 600.91 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 09 DEGREES 46 MINUTES 47 SECONDS WEST, A CHORD DISTANCE OF 500.31 FEET TO THE POINT OF BEGINNING, CONTAINING 12.89 ACRES.

INCLUDING: BEGINNING AT THE SOUTHWEST CORNER OF FIFTH STREET AND WALNUT STREET: PROCEED WEST ALONG FIFTH STREET TO THE WEST LINE OF 713 FIFTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-018). PROCEED NORTH ALONG SAID WEST LINE UNTIL REACHING THE NORTH LINE OF SAID LOT AND TURN EAST AND PROCEED UNTIL REACHING THE WEST LINE OF 710 FOURTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-014). TURN NORTH AND FOLLOW SAID WEST LINE UNTIL REACHING FOURTH STREET. GO EAST TO THE WEST LINE OF 318 FOURTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-028). TURN NORTH ALONG SAID WEST LINE AND THE NORTHERLY PROLONGATION THEREOF TO FOLLOWING A STRAIGHT LINE PROCEEDING NORTH UNTIL REACHING THE SOUTH LINE OF HI TOP BOWL PROPERTY (TAX PARCEL ID NO. 02-2-18-32-14-301-010). FOLLOW SAID SOUTH LINE WEST UNTIL REACHING THE WEST LINE OF SAID PROPERTY. PROCEED NORTH ALONG SAID WEST LINE TO US HIGHWAY 40. PROCEED WESTERLY ALONG US HIGHWAY 40 TO THE EAST LINE OF THE TROUW NUTRITION MAIN OFFICE AT 115 EXECUTIVE DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-034). FOLLOW SAID EAST LINE SOUTH UNTIL REACHING THE NORTH LINE OF THE KORTE-LUITJOHAN MINI STORAGE FACILITY (TAX PARCEL ID NO. 02-2-18-32-00-000-039) AND CONTINUE EAST ALONG SAID NORTH LINE UNTIL REACHING THE EAST LINE OF SAID PARCEL. PROCEED SOUTH ALONG SAID EAST LINE UNTIL REACHING THE SOUTH LINE OF SAID PARCEL AND GO WEST ALONG SAID SOUTH LINE AND THE WESTERLY PROLONGATION THEREOF TO EXECUTIVE DRIVE. FOLLOW EXECUTIVE DRIVE NORTH UNTIL REACHING THE NORTH PROPERTY LINE OF THE PARCEL AT 80 EXECUTIVE DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-031). GO WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID PARCEL. GO SOUTH ALONG SAID WEST LINE TO THE NORTH PROPERTY LINE OF THE PARCEL AT 145 MATTER DRIVE (TAX PARCEL ID NO. 02-2-18-32-00000-027). FOLLOW THE NORTH LINE WEST ACROSS MATTER DRIVE. PROCEED SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF 140 MATTER DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-028). CONTINUE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF 200 PLAZA STREET (TAX PARCEL ID NOS. 02-2-18-31-00-000-018.003 & 01-2-24-06-08-202-003) TO THE EAST LINE OF 1 ULTRAWAY DRIVE (TAX PARCEL ID NO. 01-2-24-06-08-202-004). PROCEED

NORTH ALONG SAID EAST LINE TO US HIGHWAY 40. GO WEST ALONG US HIGHWAY 40 TO FRANK WATSON PARKWAY. GO NORTHERLY ALONG FRANK WATSON PARKWAY UNTIL YOU REACH COMMERCE DRIVE. GO EASTERLY ALONG COMMERCE DRIVE UNTIL YOU REACH THE WEST LINE OF RETKO GROUP LLC PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-018) (15.42 ACRE). PROCEED NORTH ALONG SAID WEST LINE, EAST ALONG THE NORTH LINE OF SAID RETKO GROUP LLC PARCEL, AND SOUTH ALONG THE EAST LINE OF SAID RETKO GROUP LLC PARCEL TO US HIGHWAY 40. GO NORTHEASTERLY ALONG US HIGHWAY 40 TO THE WEST LINE OF TWO TRACTS OF LAND OWNED IN TRUST BY BONNIE MCGINLEY (TAX PARCEL ID NO. 02-1-18-31-00-000-018.001 & 012) (5.18 & 3.5 ACRE, RESPECTIVELY). GO NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF CROWN POINTE APARTMENTS (TAX PARCEL ID NO. 02-1-18-31-00-000-011 & 011.001), THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID PARCEL AND THEN NORTH ALONG SAID EAST LINE TO SPORTSMAN ROAD. PROCEED EAST ALONG SPORTSMAN ROAD TO WEST LINE OF RURAL KING (TAX PARCEL ID NO. 02-1-18-32-00-000-021.006). PROCEED NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL AND GO EAST ALONG SAID NORTH LINE UNTIL YOU REACH THE WEST LINE OF THE GLIK DEVELOPMENT PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-021.001). GO NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL, THEN PROCEED EAST ALONG SAID NORTH LINE TO IL ROUTE 143. FOLLOW IL ROUTE 143 NORTH TO KOEPFLI LANE. GO WEST ON KOEPFLI LANE TO THE COMMON LOT LINE OF THE LOTS BETWEEN ZBINDEN LANE AND LINCOLN LANE. PROCEED NORTH ALONG SAID COMMON PROPERTY LINE UNTIL REACHING IL ROUTE 143. GO NORTHWESTERLY ALONG IL ROUTE 143 TO THE WEST LINE OF SCOTT CREDIT UNION (TAX PARCEL ID NO. 02-1-18-29-17-301-003.002). FOLLOW SAID WEST LINE NORTHERLY TO THE SOUTH LINE OF THE REBERGER HOLDINGS LLC TRACT (TAX PARCEL ID NO. 02-1-18-29-13-303-004) (7.2 ACRE). GO WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID TRACT. PROCEED NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID TRACT. GO EAST ALONG SAID NORTH LINE TO CALLY LANE. GO SOUTH ALONG CALLY LANE TO THE NORTH LINE OF THE WAL-MART TRACT (TAX PARCEL ID NO. 02-2-18-29-03-301-001). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID TRACT. GO SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF THE PROFESSIONAL RESOURCE DEVELOPMENT INC. TRACT (TAX PARCEL ID NO. 02-2-18-29-18-301-033) TO TROXLER AVENUE. GO EAST ALONG TROXLER AVENUE TO THE EAST LINE OF THE CITY OF HIGHLAND TRACT (TAX PARCEL ID NO. 02-1-18-33-00-000-001.002) (10 ACRE). CONTINUE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO THE SOUTHEASTERLY LINE OF US HIGHWAY 40. PROCEED SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE ST. JOSEPH'S HOSPITAL TRACT (TAX PARCEL ID NO. 02-1-18-33-00-000-001) (61.98 ACRE). CONTINUE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF IL ROUTE 160. FOLLOW SAID EAST LINE SOUTH TO THE NORTH LINE OF SPLISH SPLASH CAR WASH (TAX PARCEL ID NOS. 02-2-18-33-00-000-041 & 042). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PARCEL. GO SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO US HIGHWAY 40. GO WEST ON US HIGHWAY 40 TO EAST LINE OF AVISTON LUMBER (TAX PARCEL ID NO. 02-1-18-32-16-401-012.001). PROCEED SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF SAFE SUPPLY PARCEL (TAX PARCEL ID NO. 02-1-18-32-16-401-005.001). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PARCEL, THEN SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF A VACANT LOT (TAX PARCEL ID NO. 02-1-18-32-16-401-005). CONTINUE EAST ALONG SAID SOUTH LINE TO POPLAR STREET. GO NORTH ALONG POPLAR ST TO THE NORTH LINE OF THE KLOSS FURNITURE TIN SHED PROPERTY (TAX PARCEL ID NO. 02-1-18-33-00-000-016.006). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PROPERTY. PROCEED SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO THE CSXT RAILROAD. GO WEST ALONG THE CSXT RAILROAD TO POPLAR STREET AND THEN GO SOUTH ALONG POPLAR STREET TO THE SOUTH LINE OF LARRY'S TIRE (TAX PARCEL ID NO. 02-1-18-32-20-402-001). GO WEST ALONG SAID SOUTH LINE TO LEMON STREET. GO SOUTH ALONG LEMON STREET TO THE EAST-WEST ALLEY JUST NORTH OF SIXTH STREET. CONTINUE WEST ALONG SAID ALLEY AND THEN SOUTH ALONG THE NORTH-SOUTH ALLEY JUST WEST OF LEMON STREET TO SIXTH STREET. PROCEED WEST ALONG SIXTH STREET TO ZSCHOKKE STREET. GO NORTH ON ZSCHOKKE STREET AND ACROSS THE CSXT RAILROAD TO FIFTH STREET. PROCEED SOUTHWESTERLY ALONG FIFTH STREET TO THE NORTH-SOUTH ALLEY BETWEEN WASHINGTON STREET AND PINE STREET. GO NORTH ALONG SAID ALLEY TO THIRD STREET, THEN EAST ON THIRD STREET TO PINE STREET. PROCEED NORTH ALONG PINE STREET TO THE SOUTH LINE OF SECOND STREET. GO WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF WASHINGTON STREET. PROCEED NORTH ACROSS SECOND STREET TO THE NORTH LINE OF SECOND STREET, THEN EAST ALONG SAID NORTH LINE TO LINDENTHAL CREEK. GO NORTHWESTERLY ALONG SAID CREEK TO THE EAST LINE OF 101 WALNUT STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-002). PROCEED SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID PARCEL, THEN WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF 820 SECOND STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-002.006). PROCEED SOUTH ALONG SAID EAST LINE TO SECOND STREET. GO WEST ON SECOND STREET TO THE NORTH-SOUTH ALLEY JUST EAST OF WALNUT STREET. PROCEED SOUTH ALONG SAID ALLEY TO THE NORTH LINE OF 220 LAUREL STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-017). GO EAST ALONG SAID NORTH LINE TO LAUREL STREET, THEN SOUTH ALONG LAUREL STREET TO THIRD STREET. PROCEED WEST ALONG THIRD STREET TO THE NORTH-SOUTH ALLEY JUST EAST OF WALNUT STREET, THEN SOUTH ALONG SAID ALLEY TO FIFTH STREET. GO SOUTHWESTERLY ALONG FIFTH STREET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE NORTHWEST CORNER OF A PARCEL OF LAND AT 12443 STATE ROUTE 143 (TAX PARCEL ID NO. 02-1-18-29-17-301-003.001). PROCEED SOUTH ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 255 FEET TO THE SOUTH LINE OF STATE ROUTE 143. GO SOUTHEAST ALONG SAID SOUTH LINE A DISTANCE OF 447 FEET. GO NORTHEAST AND NORTH A DISTANCE OF 494 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AT 12449 STATE ROUTE 143 (TAX PARCEL ID NO. 02-1-18-29-17-301-003). PROCEED WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 477 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT A POINT ON THE NORTH LINE OF SPORTSMAN ROAD AT THE SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-32-00-000-021). PROCEED NORTH ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 628 FEET TO THE SOUTH LINE OF A PROPERTY OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-32-00-000-021.002). GO EAST ALONG SAID SOUTH LINE A DISTANCE OF 939 FEET TO THE NORTHEAST CORNER OF SAID PARCEL. PROCEED WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 676 FEET TO THE EAST LINE OF A PROPERTY OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-32-00-000-001.001). GO NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 1,527 FEET TO THE NORTH LINE OF KOEPFLI LANE. GO WEST ALONG SAID NORTH LINE A DISTANCE OF 56 FEET. PROCEED SOUTH ACROSS KOEPFLI LANE AND ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 1,527 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AT 1 NAGEL DRIVE (TAX PARCEL ID NO. 02-1-18-32-00-000-001.004). GO WEST ACROSS THE NORTH LINE OF SAID PARCEL A DISTANCE OF 965 FEET TO THE NORTHWEST CORNER OF A PROPERTY OWNED BY THE CITY OF HIGHLAND ON KOEPFLI LANE (TAX PARCEL ID NO. 02-1-18-32-00-000-001.006). PROCEED SOUTH ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 1,261 FEET TO THE NORTH LINE OF SPORTSMAN ROAD. GO EAST ALONG SAID NORTH LINE A DISTANCE OF 1,688 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT A POINT ON THE SOUTH LINE OF US HIGHWAY 4. GO SOUTHEAST ALONG THE WEST LINE OF 115 EXECUTIVE DRIVE (TAX PARCEL ID NO. 01-2-24-06-08-202-004) A DISTANCE OF 372 FEET TO THE NORTH LINE OF THE RAILROAD PARCEL. PROCEED NORTHEASTERLY ALONG SAID NORTH LINE A DISTANCE OF 348 FEET TO THE SOUTHEAST CORNER OF (TAX PARCEL ID NO. 01-2-24-06-08-202-004). GO NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID PARCEL A DISTANCE OF 559 FEET TO THE NORTHEAST CORNER OF SAID PARCEL. PROCEED SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID PARCEL A DISTANCE OF 360 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF HEMLOCK STREET AND THE SOUTH LINE OF THE CSX CORPORATION RAIL PARCEL (TAX PARCEL ID NO. 01-1-24-06-00-000-904). GO SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 700 FEET TO THE SOUTH LINE OF MONROE STREET. PROCEED NORTHEASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 812 FEET. GO

NORTHWESTERLY ACROSS MONROE STREET AND ALONG THE SOUTHWEST LINE OF 5 MONROE STREET (TAX PARCEL ID NO. 01-2-24-06-08-201-003) A DISTANCE OF 385 FEET TO THE NORTHWEST CORNER OF SAID PARCEL. PROCEED NORTHEASTERLY ALONG THE NORTHWEST LINE OF SAID PARCEL A DISTANCE OF 320 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY DOWN JONES AND CO INC (TAX PARCEL ID NO. 01-2-24-06-08-201-001). GO NORTHWEST ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 261 FEET TO THE NORTHEAST CORNER OF SAID PARCEL. PROCEED SOUTHWESTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 971 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF US HIGHWAY 40 AND THE WEST LINE OF A PROPERTY OWNED BY APHEX HOLDINGS LLC AT 2491 INDUSTRIAL DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-035). PROCEED NORTHEASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 1,030 TO THE NORTHEAST CORNER OF 15 APEX DRIVE (TAX PARCEL ID NO. 02-1-18-32-00-000-024). GO SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 882 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL. PROCEED WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 761 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL. GO NORTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 49 FEET TO THE SOUTHEAST CORNER OF A PROPERTY OWNED BY APHEX HOLDINGS LLC AT 2491 INDUSTRIAL DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-035). PROCEED WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 103 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL. GO NORTHERLY AND NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 452 FEET TO THE SOUTH LINE OF US HIGHWAY 40, AND POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE NORTHEAST CORNER OF 12052 HIGHLAND ROAD (TAX PARCEL NO. 02-2-18-32-00-000-037). GO SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 628 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL. PROCEED SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 721 FEET TO THE SOUTHWEST CORNER OF A PROPERTY OWNED BY RETKO GROUP LLC AT 10 EXECUTIVE DRIVE (TAX PARCEL NO. 02-2-18-32-00-000-030). PROCEED NORTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 237 FEET TO THE NORTHWEST CORNER OF SAID PARCEL. GO EASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 271 FEET TO THE WEST LINE OF 12052 HIGHLAND ROAD (TAX PARCEL NO. 02-2-18-32-00-000-037). PROCEED NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 639 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID PARCEL. GO EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE A DISTANCE OF 399 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE INTERSECTION WEST LINE OF MATTER DRIVE AND THE NORTH LINE OF 140 MATTER DRIVE (TAX PARCEL NO. 02-2-18-32-00-000-028). PROCEED SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 335 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL. GO SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 269 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL. PROCEED NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 218 FEET TO THE NORTHWEST CORNER OF SAID PARCEL. GO NORTHEASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 426 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE SOUTHWEST CORNER OF FRANK WATSON PARKWAY AND SPORTSMAN ROAD. PROCEED WEST ALONG SPORTSMAN ROAD TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF A TRACT OF LAND OWNED BY STEVEN SCHMITT (TAX PARCEL ID NO. 02-1-18-31-00-000-009) (67.93 ACRE). GO NORTH ALONG SAID WEST LINE AND THE SOUTHERLY PROLONGATION THEREOF, AND CONTINUING NORTH ALONG THE WEST LINE OF A TRACT OF LAND OWNED BY SALLY RAEGER (TAX PARCEL ID NO. 02-1-18-31-00-000-008) AND CONTINUING FURTHER NORTH ALONG THE WEST LINE OF NORTH HILL TERRACE SUBDIVISION TO THE NORTH LINE OF SAID SUBDIVISION. PROCEED EAST ALONG SAID NORTH LINE TO THE WEST LINE OF A TRACT OF LAND OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-31-00-000-009.004) (9.14 ACRE). GO NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID CITY PARCEL. PROCEED EAST ALONG SAID NORTH LINE AND THE EASTERLY PROLONGATION THEREOF TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID SCHMITT TRACT. GO SOUTH ALONG SAID EAST LINE AND THE NORTHERLY PROLONGATION THEREOF TO THE SOUTH LINE OF SPORTSMAN ROAD. PROCEED WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF CROWN POINTE APARTMENTS (TAX PARCEL ID NO. 02-1-18-31-00-000-011 & 011.001). GO SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID PARCEL. PROCEED WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF TWO TRACTS OF LAND OWNED IN TRUST BY BONNIE MCGINLEY (TAX PARCEL ID NOS. 02-1-18-31-00-000-012 & 018.001) (3.5 ACRE & 5.18 ACRE, RESPECTIVELY). GO SOUTH ALONG SAID WEST LINE TO THE NORTHWESTERLY LINE OF US HIGHWAY 40. PROCEED SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE EAST LINE OF THE RETKO GROUP LLC PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-018)(15.42 ACRE). GO NORTH ALONG SAID EAST LINE, WEST ALONG THE NORTH LINE OF SAID RETKO GROUP LLC PARCEL, AND SOUTH ALONG THE WEST LINE OF SAID RETKO GROUP PARCEL TO COMMERCE DRIVE. PROCEED WEST ALONG COMMERCE DRIVE TO THE WEST LINE OF FRANK WATSON PARKWAY. GO NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCLUDING: ALL OF VILLA PARK DRIVE AND THE MULTI-FAMILY PROPERTIES AT 2628, 2629, 2636, 2637, 2644 AND 2645 VILLA PARK DRIVE (TAX PARCEL ID NOS. 02-2-18-32-02-202-017, 010, 011, 012, 013, 014 & 015).

EXCLUDING: BEGINNING AT THE SOUTHWEST CORNER OF 520 SUPPIGER WAY (TAX PARCEL ID NO. 02-2-18-32-02-201-014). PROCEED NORTH ALONG THE WEST LINE OF SAID PARCEL, THEN EAST ALONG THE NORTH LINE OF SAID PARCEL AND THE NORTH LINE OF 500 SUPPIGER WAY (TAX PARCEL ID NO. 02-2-18-32-02-201-015) TO THE SOUTHEASTERLY LINE OF 500 SUPPIGER WAY. GO SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWESTERLY LINE OF SUPPIGER WAY. PROCEED SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE SOUTH LINE OF A VACANT LOT (TAX PARCEL ID NO. 02-2-18-32-02-201-023). GO WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF 515-555 SUPPIGER WAY (TAX PARCEL ID NOS. 02-2-18-32-02-201-023.01 & 02-2-18-32-02-201-022.1) TO THE WEST LINE OF SAID PARCELS. PROCEED NORTH ALONG SAID WEST LINES, ACROSS SUPPIGER WAY TO THE POINT OF BEGINNING.

PARCEL ID LIST (EXISTING AREA, CONT.)

01-2-24-05-07-203-029	01-2-24-05-08-202-032	01-2-24-05-11-202-001	02-1-18-32-00-000-021.006
01-2-24-05-07-203-030	01-2-24-05-08-202-033	01-2-24-05-11-202-002	02-1-18-32-00-000-022
01-2-24-05-07-203-031	01-2-24-05-08-202-034	01-2-24-05-11-202-003	02-1-18-32-00-000-022.004
01-2-24-05-07-203-032	01-2-24-05-08-202-035	01-2-24-05-11-202-004	02-1-18-32-00-000-022.008
01-2-24-05-07-203-033	01-2-24-05-08-202-036	01-2-24-05-11-202-007	02-1-18-32-00-000-022.009
01-2-24-05-07-203-034	01-2-24-05-08-202-037	01-2-24-05-11-202-008	02-1-18-32-00-000-022.C00
01-2-24-05-07-203-035	01-2-24-05-08-203-013	01-2-24-05-11-202-009	02-1-18-32-00-000-023
01-2-24-05-07-203-039	01-2-24-05-08-203-014	01-2-24-06-00-000-009	02-1-18-32-02-201-001
01-2-24-05-07-203-040	01-2-24-05-08-203-015	01-2-24-06-00-000-011	02-1-18-32-02-201-001.001
01-2-24-05-08-201-013	01-2-24-05-08-203-016	01-2-24-06-00-000-014.001	02-1-18-32-02-201-002
01-2-24-05-08-201-014	01-2-24-05-08-203-018	01-2-24-06-00-000-028	02-1-18-32-02-201-003
01-2-24-05-08-201-015	01-2-24-05-08-203-019	01-2-24-06-00-000-029	02-1-18-32-02-201-004
01-2-24-05-08-201-016	01-2-24-05-08-203-020	01-2-24-06-00-000-030	02-1-18-32-02-201-007
01-2-24-05-08-201-017	01-2-24-05-08-203-021	01-2-24-06-00-000-031	02-1-18-32-02-202-005
01-2-24-05-08-201-018	01-2-24-05-08-203-022	01-2-24-06-00-000-032	02-1-18-32-13-301-018
01-2-24-05-08-201-019	01-2-24-05-08-203-023	01-2-24-06-00-000-033	02-1-18-32-14-301-001
01-2-24-05-08-201-020	01-2-24-05-08-203-024	01-2-24-06-00-000-034	02-1-18-32-14-301-002
01-2-24-05-08-201-021	01-2-24-05-08-203-025	01-2-24-06-08-201-003	02-1-18-32-14-301-004
01-2-24-05-08-201-022	01-2-24-05-08-203-026	01-2-24-06-08-201-008	02-1-18-32-14-301-005
01-2-24-05-08-201-023	01-2-24-05-08-203-027	01-2-24-06-08-201-009	02-1-18-32-14-301-006
01-2-24-05-08-201-024	01-2-24-05-08-203-028	01-2-24-06-08-201-010	02-1-18-32-14-301-006.001
01-2-24-05-08-201-025	01-2-24-05-08-204-007	01-2-24-06-08-202-002	02-1-18-32-14-301-006.002
01-2-24-05-08-201-026	01-2-24-05-08-204-008	01-2-24-06-08-202-002.001	02-1-18-32-14-301-017
01-2-24-05-08-201-027	01-2-24-05-08-204-009	01-2-24-06-08-202-006	02-1-18-32-14-301-017.001
01-2-24-05-08-201-028	01-2-24-05-08-204-010	01-2-24-06-12-201-002	02-1-18-32-15-401-001
01-2-24-05-08-201-029	01-2-24-05-08-204-011	01-2-24-06-12-201-003	02-1-18-32-16-401-005.001
01-2-24-05-08-201-030	01-2-24-05-08-204-011.001	01-2-24-06-12-201-003.001	02-1-18-32-16-401-005.002
01-2-24-05-08-201-031	01-2-24-05-08-204-012	01-2-24-06-12-201-007	02-1-18-32-16-401-012.001
01-2-24-05-08-201-032	01-2-24-05-08-204-013	01-2-24-06-12-201-008	02-1-18-32-16-401-904
01-2-24-05-08-201-033	01-2-24-05-08-204-014	01-2-24-06-12-201-018	02-1-18-32-18-301-005
01-2-24-05-08-201-039	01-2-24-05-08-204-015	01-2-24-06-12-201-019	02-1-18-32-18-301-006
01-2-24-05-08-201-040	01-2-24-05-08-204-016	01-2-24-06-12-201-020	02-1-18-32-18-302-904
01-2-24-05-08-201-041	01-2-24-05-08-204-016.001	01-2-24-06-12-201-021	02-1-18-32-19-402-012
01-2-24-05-08-201-042	01-2-24-05-08-204-017	01-2-24-06-12-201-022	02-1-18-32-19-402-013
01-2-24-05-08-201-043	01-2-24-05-08-204-017.001	01-2-24-06-12-201-023	02-1-18-32-19-402-014
01-2-24-05-08-201-045	01-2-24-05-08-204-018	01-2-24-06-12-201-024	02-1-18-32-19-402-904
01-2-24-05-08-201-046	01-2-24-05-08-204-018.001	01-2-24-06-12-201-025	02-1-18-32-20-401-904
01-2-24-05-08-202-012	01-2-24-05-08-204-019	01-2-24-06-12-201-027	02-1-18-32-20-402-001
01-2-24-05-08-202-012.001	01-2-24-05-08-204-019.001	01-2-24-06-12-201-028	02-1-18-33-00-000-001
01-2-24-05-08-202-013	01-2-24-05-08-204-020	01-2-24-06-12-201-029	02-1-18-33-00-000-001.002
01-2-24-05-08-202-014	01-2-24-05-08-204-022	02-1-18-29-13-303-004	02-1-18-33-00-000-001.003
01-2-24-05-08-202-015	01-2-24-05-08-204-023	02-1-18-29-17-301-003.002	02-1-18-33-00-000-016.001
01-2-24-05-08-202-016	01-2-24-05-08-204-024	02-1-18-29-18-301-015	02-1-18-33-00-000-016.002
01-2-24-05-08-202-017	01-2-24-05-08-204-025	02-1-18-29-18-301-015.001	02-1-18-33-00-000-016.003
01-2-24-05-08-202-020	01-2-24-05-08-204-026	02-1-18-29-18-301-016	02-1-18-33-00-000-016.004
01-2-24-05-08-202-021	01-2-24-05-08-204-027	02-1-18-29-18-301-017	02-1-18-33-00-000-016.005
01-2-24-05-08-202-022	01-2-24-05-09-101-002	02-1-18-29-18-301-018	02-1-18-33-00-000-016.006
01-2-24-05-08-202-023	01-2-24-05-09-101-003	02-1-18-29-18-301-019	02-1-18-33-00-000-016.009
01-2-24-05-08-202-024	01-2-24-05-09-101-004	02-1-18-29-18-301-020	02-1-18-33-00-000-016.010
01-2-24-05-08-202-025	01-2-24-05-11-201-003	02-1-18-29-18-301-025	02-2-18-29-03-301-001
01-2-24-05-08-202-026	01-2-24-05-11-201-004	02-1-18-31-00-000-010	02-2-18-29-03-301-002
01-2-24-05-08-202-026.001	01-2-24-05-11-201-005	02-1-18-31-00-000-010.001	02-2-18-29-03-301-003
01-2-24-05-08-202-028	01-2-24-05-11-201-006	02-1-18-31-00-000-012	02-2-18-29-03-301-004
01-2-24-05-08-202-029	01-2-24-05-11-201-007	02-1-18-31-00-000-018	02-2-18-29-03-301-005
01-2-24-05-08-202-030	01-2-24-05-11-201-008	02-1-18-31-00-000-018.001	02-2-18-29-18-301-021
01-2-24-05-08-202-031	01-2-24-05-11-201-009	02-1-18-32-00-000-021.001	02-2-18-29-18-301-022

PARCEL ID LIST (EXISTING AREA, CONT.)

02-2-18-29-18-301-023	02-2-18-32-02-202-027	02-2-18-32-15-401-026	02-2-18-32-18-301-028
02-2-18-29-18-301-024	02-2-18-32-02-202-028	02-2-18-32-15-401-027	02-2-18-32-18-302-004
02-2-18-29-18-301-030	02-2-18-32-02-202-029	02-2-18-32-15-401-028	02-2-18-32-18-302-006
02-2-18-29-18-301-031	02-2-18-32-02-202-030	02-2-18-32-15-401-029	02-2-18-32-18-302-018
02-2-18-29-18-301-033	02-2-18-32-02-202-031	02-2-18-32-15-401-030	02-2-18-32-18-302-019
02-2-18-31-00-000-018.004	02-2-18-32-02-202-032	02-2-18-32-15-401-031	02-2-18-32-18-302-020
02-2-18-31-00-000-018.005	02-2-18-32-13-301-001	02-2-18-32-15-401-032	02-2-18-32-18-302-021
02-2-18-31-00-000-047	02-2-18-32-13-301-003	02-2-18-32-15-402-023	02-2-18-32-18-302-022
02-2-18-32-00-000-017	02-2-18-32-13-301-005	02-2-18-32-15-402-029	02-2-18-32-18-302-023
02-2-18-32-00-000-018	02-2-18-32-13-301-007	02-2-18-32-16-401-006.001	02-2-18-32-18-302-024
02-2-18-32-00-000-019	02-2-18-32-13-301-008	02-2-18-32-16-401-006.002	02-2-18-32-18-302-024.001
02-2-18-32-00-000-020	02-2-18-32-13-301-009	02-2-18-32-16-401-007	02-2-18-32-18-302-025.001
02-2-18-32-00-000-021.004	02-2-18-32-13-301-010	02-2-18-32-16-401-007.001	02-2-18-32-18-302-026
02-2-18-32-00-000-021.005	02-2-18-32-13-301-011	02-2-18-32-16-401-009	02-2-18-32-18-302-026.001
02-2-18-32-00-000-022.002	02-2-18-32-13-301-012	02-2-18-32-16-401-009.001	02-2-18-32-19-401-001
02-2-18-32-00-000-023.002	02-2-18-32-13-301-013	02-2-18-32-16-401-010	02-2-18-32-19-401-002
02-2-18-32-00-000-023.003	02-2-18-32-13-301-014	02-2-18-32-16-401-010.001	02-2-18-32-19-401-003
02-2-18-32-00-000-026	02-2-18-32-13-301-015	02-2-18-32-16-401-010.002	02-2-18-32-19-401-004
02-2-18-32-00-000-027.001	02-2-18-32-13-301-015.001	02-2-18-32-16-401-010.003	02-2-18-32-19-401-005
02-2-18-32-00-000-032	02-2-18-32-13-301-016	02-2-18-32-16-401-013	02-2-18-32-19-401-006
02-2-18-32-00-000-033	02-2-18-32-13-301-017	02-2-18-32-16-401-014	02-2-18-32-19-401-007
02-2-18-32-00-000-033.001	02-2-18-32-14-301-003	02-2-18-32-16-401-015	02-2-18-32-19-401-008
02-2-18-32-00-000-034	02-2-18-32-14-301-007	02-2-18-32-16-401-016	02-2-18-32-19-401-009
02-2-18-32-00-000-038	02-2-18-32-14-301-007.001	02-2-18-32-16-401-016.001	02-2-18-32-19-402-006
02-2-18-32-00-000-038.001	02-2-18-32-14-301-010	02-2-18-32-16-401-017	02-2-18-32-19-402-009
02-2-18-32-00-000-039	02-2-18-32-14-301-010.001	02-2-18-32-16-401-017.001	02-2-18-32-19-402-010.001
02-2-18-32-00-000-040	02-2-18-32-14-301-011	02-2-18-32-16-401-018	02-2-18-32-19-403-001
02-2-18-32-00-000-041	02-2-18-32-14-301-012	02-2-18-32-16-401-019	02-2-18-32-19-403-002
02-2-18-32-02-201-005	02-2-18-32-14-301-013	02-2-18-32-16-401-019.001	02-2-18-32-19-403-002.001
02-2-18-32-02-201-006	02-2-18-32-15-401-002	02-2-18-32-16-401-020	02-2-18-32-19-403-002.002
02-2-18-32-02-201-013	02-2-18-32-15-401-002.001	02-2-18-32-16-401-021	02-2-18-32-19-403-003
02-2-18-32-02-201-016	02-2-18-32-15-401-002.002	02-2-18-32-16-401-022	02-2-18-32-19-403-004
02-2-18-32-02-201-017	02-2-18-32-15-401-002.003	02-2-18-32-16-401-023	02-2-18-32-19-403-005
02-2-18-32-02-201-018	02-2-18-32-15-401-002.004	02-2-18-32-16-401-024	02-2-18-32-19-403-006
02-2-18-32-02-201-019.01C	02-2-18-32-15-401-002.005	02-2-18-32-16-401-025	02-2-18-32-19-403-007
02-2-18-32-02-201-019.02C	02-2-18-32-15-401-002.006	02-2-18-32-16-401-026	02-2-18-32-19-403-013
02-2-18-32-02-201-020.01C	02-2-18-32-15-401-002.010	02-2-18-32-16-401-027	02-2-18-32-19-403-014
02-2-18-32-02-201-020.02C	02-2-18-32-15-401-002.011	02-2-18-32-16-401-029	02-2-18-32-19-403-015
02-2-18-32-02-201-021	02-2-18-32-15-401-002.012	02-2-18-32-16-401-030	02-2-18-32-19-403-016
02-2-18-32-02-201-024	02-2-18-32-15-401-002.013	02-2-18-32-16-401-031	02-2-18-32-19-403-017
02-2-18-32-02-201-025	02-2-18-32-15-401-002.014	02-2-18-32-16-401-032	02-2-18-32-19-403-018
02-2-18-32-02-201-026	02-2-18-32-15-401-002.015	02-2-18-32-16-401-033	02-2-18-32-19-403-019
02-2-18-32-02-201-027	02-2-18-32-15-401-002.018	02-2-18-32-16-401-033.001	02-2-18-32-20-401-005
02-2-18-32-02-201-036	02-2-18-32-15-401-003	02-2-18-32-16-401-034	02-2-18-32-20-401-007
02-2-18-32-02-201-037	02-2-18-32-15-401-004	02-2-18-32-16-401-035	02-2-18-33-00-000-040
02-2-18-32-02-202-008	02-2-18-32-15-401-005	02-2-18-32-18-301-014	02-2-18-33-00-000-041
02-2-18-32-02-202-009	02-2-18-32-15-401-007	02-2-18-32-18-301-015	02-2-18-33-00-000-042
02-2-18-32-02-202-016	02-2-18-32-15-401-010	02-2-18-32-18-301-019	
02-2-18-32-02-202-018	02-2-18-32-15-401-011	02-2-18-32-18-301-020	
02-2-18-32-02-202-019	02-2-18-32-15-401-012	02-2-18-32-18-301-021	
02-2-18-32-02-202-021	02-2-18-32-15-401-013	02-2-18-32-18-301-022	
02-2-18-32-02-202-022	02-2-18-32-15-401-017	02-2-18-32-18-301-023	
02-2-18-32-02-202-023	02-2-18-32-15-401-022	02-2-18-32-18-301-024	
02-2-18-32-02-202-024	02-2-18-32-15-401-023	02-2-18-32-18-301-025	
02-2-18-32-02-202-025	02-2-18-32-15-401-024	02-2-18-32-18-301-026	
02-2-18-32-02-202-026	02-2-18-32-15-401-025	02-2-18-32-18-301-027	

PARCEL ID LIST (AMENDED AREA)

01-2-24-06-08-201-001	02-1-18-31-00-000-018.006
01-2-24-06-08-202-004	02-1-18-31-00-000-018.007
01-2-24-06-12-201-001	02-1-18-32-00-000-001.001
02-1-18-29-17-301-003	02-1-18-32-00-000-001.004
02-1-18-29-17-301-003.001	02-1-18-32-00-000-001.005
02-1-18-29-18-301-001	02-1-18-32-00-000-001.006
02-1-18-29-18-301-002	02-1-18-32-00-000-021
02-1-18-29-18-301-014	02-1-18-32-00-000-021.002
02-1-18-31-00-000-008	02-1-18-32-00-000-024
02-1-18-31-00-000-008.005	02-1-18-32-02-202-006
02-1-18-31-00-000-009	02-2-18-31-00-000-008.001
02-1-18-31-00-000-009.001	02-2-18-31-00-000-048
02-1-18-31-00-000-009.003	02-2-18-31-00-000-049
02-1-18-31-00-000-009.004	02-2-18-31-00-000-050
02-1-18-31-00-000-011	02-2-18-32-00-000-028
02-1-18-31-00-000-011.001	02-2-18-32-00-000-030
02-1-18-31-00-000-011.002	02-2-18-32-00-000-035
02-1-18-31-00-000-013.006	02-2-18-32-00-000-037
02-1-18-31-00-000-017.001	

EXHIBIT D
AMENDED ADDRESS LIST

ADDRESS LIST (EXISTING AREA)

1 MATTER	HIGHLAND	62249	1012 LAUREL ST	HIGHLAND	62249
1 WOODCREST DR	HIGHLAND	62249	1012 PESTALOZZI ST	HIGHLAND	62249
10 APEX DR	HIGHLAND	62249	1013 BROADWAY	HIGHLAND	62249
100 EXECUTIVE DR	HIGHLAND	62249	1013 CEDAR ST	HIGHLAND	62249
100 SUPPIGER LN	HIGHLAND	62249	1013 DEAL ST	HIGHLAND	62249
100 WOODCREST DR	HIGHLAND	62249	1013 MAIN ST	HIGHLAND	62249
1000 9TH ST	HIGHLAND	62249	1014 LAUREL ST	HIGHLAND	62249
1000 BEECH ST	HIGHLAND	62249	1014 PINE ST	HIGHLAND	62249
1000 BROADWAY	HIGHLAND	62249	1015 LEMON ST	HIGHLAND	62249
1000 CEDAR ST	HIGHLAND	62249	1015 MULBERRY ST	HIGHLAND	62249
1000 DEAL ST	HIGHLAND	62249	1015 WALNUT ST	HIGHLAND	62249
1000 LAUREL ST	HIGHLAND	62249	1015 WASHINGTON ST	HIGHLAND	62249
1000 OLIVE ST	HIGHLAND	62249	1016 BEECH ST	HIGHLAND	62249
1000 PINE ST	HIGHLAND	62249	1016 BROADWAY	HIGHLAND	62249
1000 ZSCHOKKE ST	HIGHLAND	62249	1016 DEAL ST	HIGHLAND	62249
1001 BROADWAY	HIGHLAND	62249	1016 LAUREL ST	HIGHLAND	62249
1001 CEDAR ST	HIGHLAND	62249	1016 PINE ST	HIGHLAND	62249
1001 DEAL ST	HIGHLAND	62249	1017 BROADWAY	HIGHLAND	62249
1001 MAIN ST	HIGHLAND	62249	1017 CEDAR ST	HIGHLAND	62249
1001 WASHINGTON ST	HIGHLAND	62249	1017 MAIN ST	HIGHLAND	62249
1001 ZSCHOKKE ST	HIGHLAND	62249	1017 PINE ST	HIGHLAND	62249
1002 CHESTNUT ST	HIGHLAND	62249	1018 9TH ST	HIGHLAND	62249
1002 MAIN ST	HIGHLAND	62249	1018 LAUREL ST	HIGHLAND	62249
1003 BROADWAY	HIGHLAND	62249	1019 BROADWAY	HIGHLAND	62249
1004 9TH ST	HIGHLAND	62249	102 EXECUTIVE DR	HIGHLAND	62249
1004 BEECH ST	HIGHLAND	62249	1020 9TH ST	HIGHLAND	62249
1004 CEDAR ST	HIGHLAND	62249	1020 BEECH ST	HIGHLAND	62249
1004 MULBERRY ST	HIGHLAND	62249	1020 LAUREL ST	HIGHLAND	62249
1005 12TH ST	HIGHLAND	62249	1021 DEAL ST	HIGHLAND	62249
1005 CEDAR ST	HIGHLAND	62249	1023 BROADWAY	HIGHLAND	62249
1005 WASHINGTON ST	HIGHLAND	62249	1024 BEECH ST	HIGHLAND	62249
1006 WALNUT ST	HIGHLAND	62249	1025 BROADWAY	HIGHLAND	62249
1007 BROADWAY	HIGHLAND	62249	105 SUPPIGER LN	HIGHLAND	62249
1007 MAIN ST	HIGHLAND	62249	105 SUPPIGER RD	HIGHLAND	62249
1007 PESTALOZZI ST	HIGHLAND	62249	1090 BROADWAY	HIGHLAND	62249
1007 WASHINGTON ST	HIGHLAND	62249	110 EXECUTIVE DR	HIGHLAND	62249
1008 9TH ST	HIGHLAND	62249	110 WALNUT ST	HIGHLAND	62249
1008 BEECH ST	HIGHLAND	62249	110 WOODCREST DR	HIGHLAND	62249
1008 BROADWAY	HIGHLAND	62249	1100 5TH ST	HIGHLAND	62249
1008 DEAL ST	HIGHLAND	62249	1100 9TH ST	HIGHLAND	62249
1008 LAUREL ST	HIGHLAND	62249	1100 BROADWAY	HIGHLAND	62249
1009 BEECH ST	HIGHLAND	62249	1100 MAIN ST	HIGHLAND	62249
1009 CEDAR ST	HIGHLAND	62249	1100 MERCANTILE DR	HIGHLAND	62249
1009 DEAL ST	HIGHLAND	62249	1101 BROADWAY	HIGHLAND	62249
1009 WASHINGTON ST	HIGHLAND	62249	1101 MAIN ST	HIGHLAND	62249
1009 ZSCHOKKE ST	HIGHLAND	62249	1105 BROADWAY	HIGHLAND	62249
101 FOREST DR	HIGHLAND	62249	1105 MAIN ST	HIGHLAND	62249
101 WALNUT ST	HIGHLAND	62249	1106 9TH ST	HIGHLAND	62249
1010 CEDAR ST	HIGHLAND	62249	1106 BROADWAY	HIGHLAND	62249
1010 LAUREL ST	HIGHLAND	62249	1106 NEW TRENTON RD	HIGHLAND	62249
1010 LEMON ST	HIGHLAND	62249	1108 9TH ST	HIGHLAND	62249
1010 MULBERRY ST	HIGHLAND	62249	1108 BROADWAY	HIGHLAND	62249
1010 WALNUT ST	HIGHLAND	62249	1108 LEMON ST	HIGHLAND	62249
1011 BROADWAY	HIGHLAND	62249	1108 OLIVE ST	HIGHLAND	62249
1011 MAIN ST	HIGHLAND	62249	1109 MAIN ST	HIGHLAND	62249
1011 WASHINGTON ST	HIGHLAND	62249	111 WALNUT ST	HIGHLAND	62249
1011 ZBINDEN	HIGHLAND	62249	1110 LAUREL ST	HIGHLAND	62249
1012 9TH ST	HIGHLAND	62249	1110 MAIN ST	HIGHLAND	62249
1012 BEECH ST	HIGHLAND	62249	1110 MERCANTILE DR	HIGHLAND	62249
1012 DEAL ST	HIGHLAND	62249	1110 WASHINGTON ST	HIGHLAND	62249

ADDRESS LIST (EXISTING AREA, CONT.)

1111 BROADWAY	HIGHLAND	62249	12455 STATE ROUTE 143	HIGHLAND	62249
1112 9TH ST	HIGHLAND	62249	12475 STATE ROUTE 143	HIGHLAND	62249
1112 WALNUT ST	HIGHLAND	62249	12495 STATE ROUTE 143	HIGHLAND	62249
1112 ZSCHOKKE ST	HIGHLAND	62249	1250 MERCANTILE DR	HIGHLAND	62249
1113 MAIN ST	HIGHLAND	62249	12515 STATE ROUTE 143	HIGHLAND	62249
1114 MAIN ST	HIGHLAND	62249	12516 SPORTSMAN RD	HIGHLAND	62249
1115 12TH ST	HIGHLAND	62249	12531 SPORTSMAN RD	HIGHLAND	62249
1115 BROADWAY	HIGHLAND	62249	12532 SPORTSMAN RD	HIGHLAND	62249
1117 LAUREL ST	HIGHLAND	62249	12540 SPORTSMAN RD	HIGHLAND	62249
1117 MAIN ST	HIGHLAND	62249	12545 ROUTE 143	HIGHLAND	62249
1117 WASHINGTON ST	HIGHLAND	62249	12545 STATE ROUTE 143	HIGHLAND	62249
1119 12TH ST	HIGHLAND	62249	12547 IL RT 143	HIGHLAND	62249
1119 WASHINGTON ST	HIGHLAND	62249	12547 ROUTE 143	HIGHLAND	62249
1120 9TH ST	HIGHLAND	62249	12547 STATE ROUTE 143	HIGHLAND	62249
1121 MAIN ST	HIGHLAND	62249	12551 HWY 143	HIGHLAND	62249
1122 BROADWAY	HIGHLAND	62249	12551 STATE ROUTE 143	HIGHLAND	62249
113 BROADWAY	HIGHLAND	62249	12556 STATE ROUTE 143	HIGHLAND	62249
1130 NEW TRENTON RD	HIGHLAND	62249	12560 SPORTSMAN RD	HIGHLAND	62249
115 EXECUTIVE DR	HIGHLAND	62249	12563 US HIGHWAY 40	HIGHLAND	62249
115 MATTER DR	HIGHLAND	62249	12565 STATE ROUTE 143	HIGHLAND	62249
118 WALNUT ST	HIGHLAND	62249	12571 STATE ROUTE 143	HIGHLAND	62249
119 BROADWAY	HIGHLAND	62249	12587 STATE ROUTE 143	HIGHLAND	62249
120 EXECUTIVE DR	HIGHLAND	62249	12591 STATE ROUTE 143	HIGHLAND	62249
120 MATTER DR	HIGHLAND	62249	12595 ILL RTE 143	HIGHLAND	62249
1200 BROADWAY	HIGHLAND	62249	12603 HIGHWAY 143	HIGHLAND	62249
1200 MERCANTILE DR	HIGHLAND	62249	12603 STATE ROUTE 143	HIGHLAND	62249
1201 BROADWAY	HIGHLAND	62249	12609 TROXLER AVE	HIGHLAND	62249
1202 9TH ST	HIGHLAND	62249	12610 STATE ROUTE 143	HIGHLAND	62249
1203 MAIN ST	HIGHLAND	62249	12613 STATE ROUTE 143	HIGHLAND	62249
1204 9TH ST	HIGHLAND	62249	12616 RT 143	HIGHLAND	62249
1204 BROADWAY	HIGHLAND	62249	12616 STATE ROUTE 143	HIGHLAND	62249
1204 MAIN ST	HIGHLAND	62249	12620 STATE ROUTE 143	HIGHLAND	62249
1205 MAIN ST	HIGHLAND	62249	12621 STATE ROUTE 143	HIGHLAND	62249
1208 9TH ST	HIGHLAND	62249	12630 STATE ROUTE 143	HIGHLAND	62249
1208 MAIN ST	HIGHLAND	62249	12631 STATE ROUTE 143	HIGHLAND	62249
1209 MAIN ST	HIGHLAND	62249	12760 TROXLER AVE	HIGHLAND	62249
1212 9TH ST	HIGHLAND	62249	12860 TROXLER AVE	HIGHLAND	62249
1212 MAIN ST	HIGHLAND	62249	12866 TROXLER AVE	HIGHLAND	62249
1213 MAIN ST	HIGHLAND	62249	12990 TROXLER AVE	HIGHLAND	62249
1217 MAIN ST	HIGHLAND	62249	130 WOODCREST DR	HIGHLAND	62249
1218 MAIN ST	HIGHLAND	62249	1300 9TH ST	HIGHLAND	62249
1220 MAIN ST	HIGHLAND	62249	1300 MAIN ST	HIGHLAND	62249
1221 MAIN ST	HIGHLAND	62249	1300 MERCANTILE DR	HIGHLAND	62249
1222 9TH ST	HIGHLAND	62249	1301 BROADWAY	HIGHLAND	62249
1222 BROADWAY	HIGHLAND	62249	1304 BROADWAY	HIGHLAND	62249
1223 BROADWAY	HIGHLAND	62249	1304 MAIN ST	HIGHLAND	62249
12263 HIGHLAND RD	HIGHLAND	62249	1304 MERCANTILE DR	HIGHLAND	62249
12275 HIGHLAND RD	HIGHLAND	62249	1305 MERCANTILE DR	HIGHLAND	62249
123 WALNUT ST	HIGHLAND	62249	1306 9TH ST	HIGHLAND	62249
12311 HIGHLAND RD	HIGHLAND	62249	1308 MAIN ST	HIGHLAND	62249
12323 HIGHLAND RD	HIGHLAND	62249	1309 BROADWAY	HIGHLAND	62249
12335 HIGHLAND RD	HIGHLAND	62249	1311 BROADWAY	HIGHLAND	62249
12347 HIGHLAND RD	HIGHLAND	62249	1312 BROADWAY	HIGHLAND	62249
12359 HIGHLAND RD	HIGHLAND	62249	1312 MERCANTILE DR	HIGHLAND	62249
12365 HIGHLAND RD	HIGHLAND	62249	1315 BROADWAY	HIGHLAND	62249
12377 HIGHLAND RD	HIGHLAND	62249	1315 MAIN ST	HIGHLAND	62249
12441 US HIGHWAY 40	HIGHLAND	62249	1316 BROADWAY	HIGHLAND	62249
12442 SPORTSMAN RD	HIGHLAND	62249	1316 MAIN ST	HIGHLAND	62249
12447 US HIGHWAY 40	HIGHLAND	62249	1316 MERCANTILE DR	HIGHLAND	62249
12448 SPORTSMAN RD	HIGHLAND	62249	1317 MAIN ST	HIGHLAND	62249

ADDRESS LIST (EXISTING AREA, CONT.)

1320 BROADWAY	HIGHLAND	62249	193 WOODCREST DR	HIGHLAND	62249
1321 BROADWAY	HIGHLAND	62249	195 WOODCREST DR	HIGHLAND	62249
1321 OLIVE ST	HIGHLAND	62249	2 WOODCREST PROFESSIONAL PARK	HIGHLAND	62249
1326 MERCANTILE DR	HIGHLAND	62249	20 APEX DR	HIGHLAND	62249
1328 MERCANTILE DR	HIGHLAND	62249	20 CENTRAL BLVD	HIGHLAND	62249
13300 STATE ROUTE 40	HIGHLAND	62249	200 PLAZA ST	HIGHLAND	62249
134 WOODCREST DR	HIGHLAND	62249	200 WALNUT ST	HIGHLAND	62249
135 POPLAR ST	HIGHLAND	62249	201 POPLAR ST	HIGHLAND	62249
140 WOODCREST DR	HIGHLAND	62249	201 WALNUT ST	HIGHLAND	62249
1400 BROADWAY	HIGHLAND	62249	202 POPLAR ST	HIGHLAND	62249
1400 MAIN ST	HIGHLAND	62249	204 POPLAR ST	HIGHLAND	62249
1400 MERCANTILE DR	HIGHLAND	62249	206 WALNUT ST	HIGHLAND	62249
1401 BROADWAY	HIGHLAND	62249	207 SUPPIGER LN	HIGHLAND	62249
1402 MERCANTILE DR	HIGHLAND	62249	207 WALNUT ST	HIGHLAND	62249
1404 BROADWAY	HIGHLAND	62249	212 WALNUT ST	HIGHLAND	62249
1405 BROADWAY	HIGHLAND	62249	213 BROADWAY	HIGHLAND	62249
1408 BROADWAY	HIGHLAND	62249	213 WALNUT ST	HIGHLAND	62249
1408 DEAL	HIGHLAND	62249	215 SUPPIGER LN	HIGHLAND	62249
1409 BROADWAY	HIGHLAND	62249	21570 STATE RTE 143	HIGHLAND	62249
1412 9TH ST	HIGHLAND	62249	217 WALNUT ST	HIGHLAND	62249
1412 BROADWAY	HIGHLAND	62249	218 WALNUT ST	HIGHLAND	62249
1416 9TH ST	HIGHLAND	62249	22 CHERRY LN	HIGHLAND	62249
1416 BROADWAY	HIGHLAND	62249	220 LAUREL ST	HIGHLAND	62249
1417 BROADWAY	HIGHLAND	62249	23 CHERRY LN	HIGHLAND	62249
1420 BROADWAY	HIGHLAND	62249	24 CHERRY LN	HIGHLAND	62249
145 WOODCREST DR	HIGHLAND	62249	25 APEX DR	HIGHLAND	62249
15 APEX DR	HIGHLAND	62249	25 CHERRY LN	HIGHLAND	62249
15 CENTRAL BLVD	HIGHLAND	62249	2504 COMMERCE	HIGHLAND	62249
150 MATTER DR	HIGHLAND	62249	26 CHERRY	HIGHLAND	62249
150 WOODCREST DR	HIGHLAND	62249	2600 SPORTSMAN	HIGHLAND	62249
1500 BROADWAY	HIGHLAND	62249	2603 PLAZA DR	HIGHLAND	62249
1500 MAIN ST	HIGHLAND	62249	2610 PLAZA DR	HIGHLAND	62249
1501 9TH ST	HIGHLAND	62249	2615 PLAZA DR	HIGHLAND	62249
1501 BROADWAY	HIGHLAND	62249	2621 VILLA PARK DR	HIGHLAND	62249
1504 BROADWAY	HIGHLAND	62249	2625 PLAZA DR	HIGHLAND	62249
1504 MAIN ST	HIGHLAND	62249	2633 STATE ROUTE 143	HIGHLAND	62249
1505 BROADWAY	HIGHLAND	62249	2635 PLAZA DR	HIGHLAND	62249
1513 9TH ST	HIGHLAND	62249	2636 VILLA DR	HIGHLAND	62249
1513 BROADWAY	HIGHLAND	62249	2643 NORTHTOWN WAY	HIGHLAND	62249
1514 BROADWAY	HIGHLAND	62249	2643 PLAZA DR	HIGHLAND	62249
1515 9TH ST	HIGHLAND	62249	2645 NORTHTOWN WAY	HIGHLAND	62249
1515 BROADWAY	HIGHLAND	62249	2649 NORTHTOWN WAY	HIGHLAND	62249
1516 BROADWAY	HIGHLAND	62249	2650 PLAZA DR	HIGHLAND	62249
1516 MAIN ST	HIGHLAND	62249	2655 NORTHTOWN WAY	HIGHLAND	62249
1518 BROADWAY	HIGHLAND	62249	2661 NORTHTOWN WAY	HIGHLAND	62249
1520 MAIN ST	HIGHLAND	62249	2663 NORTHTOWN WAY	HIGHLAND	62249
1521 9TH ST	HIGHLAND	62249	2670 PLAZA DR	HIGHLAND	62249
1522 BROADWAY	HIGHLAND	62249	2671 NORTHTOWN WAY	HIGHLAND	62249
1522 MAIN ST	HIGHLAND	62249	2675 NORTHTOWN WAY	HIGHLAND	62249
165 WOODCREST DR	HIGHLAND	62249	2683 NORTHTOWN WAY	HIGHLAND	62249
170 WOODCREST DR	HIGHLAND	62249	2702 STATE ROUTE 160	HIGHLAND	62249
180 WOODCREST DR	HIGHLAND	62249	2702 US HIGHWAY 40	HIGHLAND	62249
182 WOODCREST DR	HIGHLAND	62249	2713 STATE ROUTE 160	HIGHLAND	62249
185 WOODCREST DR	HIGHLAND	62249	2740 STATE ROUTE 160	HIGHLAND	62249
187 WOODCREST DR	HIGHLAND	62249	2744 ILLINOIS STATE ROUTE 160	HIGHLAND	62249
188 WOODCREST DR	HIGHLAND	62249	2758 TROXLER WAY	HIGHLAND	62249
189 WOODCREST DR	HIGHLAND	62249	2762 TROXLER WAY	HIGHLAND	62249
190 WOODCREST DR	HIGHLAND	62249	2763 ILLINOIS STATE ROUTE 160	HIGHLAND	62249
191 WOODCREST DR	HIGHLAND	62249	2768 TROXLER WAY	HIGHLAND	62249
192 WOODCREST DR	HIGHLAND	62249	2770 TROXLER WAY	HIGHLAND	62249

ADDRESS LIST (EXISTING AREA, CONT.)

297 POPLAR ST	HIGHLAND	62249	419 WALNUT ST	HIGHLAND	62249
3 ULTRAWAY DR	HIGHLAND	62249	420 JANET BETH WAY	HIGHLAND	62249
3 WOODCREST PROFESSIONAL PARK	HIGHLAND	62249	420 SUPPIGER WAY	HIGHLAND	62249
30 APEX DR	HIGHLAND	62249	425 BROADWAY	HIGHLAND	62249
300 FOREST DR	HIGHLAND	62249	425 WALNUT ST	HIGHLAND	62249
300 POPLAR ST	HIGHLAND	62249	429 BROADWAY	HIGHLAND	62249
301 POPLAR ST	HIGHLAND	62249	429 WALNUT ST	HIGHLAND	62249
303 BROADWAY	HIGHLAND	62249	430 SUPPIGER WAY	HIGHLAND	62249
304 MONROE ST	HIGHLAND	62249	433 BROADWAY	HIGHLAND	62249
304 POPLAR ST	HIGHLAND	62249	5 APEX DR	HIGHLAND	62249
304 WALNUT ST	HIGHLAND	62249	5 CENTRAL BLVD	HIGHLAND	62249
305 FOREST DR	HIGHLAND	62249	5 PLAZA	HIGHLAND	62249
307 WALNUT ST	HIGHLAND	62249	5 W MONROE ST	HIGHLAND	62249
308 MONROE ST	HIGHLAND	62249	500 8TH ST	HIGHLAND	62249
308 POPLAR ST	HIGHLAND	62249	500 MAIN ST	HIGHLAND	62249
308 WALNUT ST	HIGHLAND	62249	501 BROADWAY	HIGHLAND	62249
309 WALNUT ST	HIGHLAND	62249	501 WALNUT ST	HIGHLAND	62249
31 ZBINDEN LN	HIGHLAND	62249	501 ZSCHOKKE ST	HIGHLAND	62249
310 MONROE ST	HIGHLAND	62249	502 MONROE ST	HIGHLAND	62249
313 BROADWAY	HIGHLAND	62249	504 WALNUT ST	HIGHLAND	62249
315 BROADWAY	HIGHLAND	62249	506 BROADWAY	HIGHLAND	62249
317 WALNUT ST	HIGHLAND	62249	508 BROADWAY	HIGHLAND	62249
318 POPLAR ST	HIGHLAND	62249	510 W MONROE ST	HIGHLAND	62249
32 ZBINDEN LN	HIGHLAND	62249	511 BROADWAY	HIGHLAND	62249
320 4TH ST	HIGHLAND	62249	512 BROADWAY	HIGHLAND	62249
320 WALNUT ST	HIGHLAND	62249	515 BROADWAY	HIGHLAND	62249
321 BROADWAY	HIGHLAND	62249	518 BROADWAY	HIGHLAND	62249
322 W MONROE ST	HIGHLAND	62249	519 BROADWAY	HIGHLAND	62249
33 ZBINDEN LN	HIGHLAND	62249	520 BROADWAY	HIGHLAND	62249
34 ZBINDEN LN	HIGHLAND	62249	521 8TH ST	HIGHLAND	62249
35 ZBINDEN LN	HIGHLAND	62249	526 POPLAR ST	HIGHLAND	62249
36 ZBINDEN LN	HIGHLAND	62249	560 SUPPIGER WAY	HIGHLAND	62249
4 ULTRAWAY DR	HIGHLAND	62249	565 SUPPIGER WAY	HIGHLAND	62249
40 APEX DR	HIGHLAND	62249	6 ULTRAWAY DR	HIGHLAND	62249
400 4TH ST	HIGHLAND	62249	600 BROADWAY	HIGHLAND	62249
400 BROADWAY	HIGHLAND	62249	600 MAIN ST	HIGHLAND	62249
400 SUPPIGER WAY	HIGHLAND	62249	601 BROADWAY	HIGHLAND	62249
401 BROADWAY	HIGHLAND	62249	601 WALNUT ST	HIGHLAND	62249
401 JANET BETH WAY	HIGHLAND	62249	604 BROADWAY	HIGHLAND	62249
401 WALNUT ST	HIGHLAND	62249	605 BROADWAY	HIGHLAND	62249
402 JANET BETH WAY	HIGHLAND	62249	605 WALNUT ST	HIGHLAND	62249
405 MAIN ST	HIGHLAND	62249	608 MAIN ST	HIGHLAND	62249
405 WALNUT ST	HIGHLAND	62249	608 WASHINGTON ST	HIGHLAND	62249
406 WALNUT ST	HIGHLAND	62249	609 BROADWAY	HIGHLAND	62249
407 JANET BETH WAY	HIGHLAND	62249	610 BROADWAY	HIGHLAND	62249
408 JANET BETH WAY	HIGHLAND	62249	613 BROADWAY	HIGHLAND	62249
409 WALNUT ST	HIGHLAND	62249	614 MAIN ST	HIGHLAND	62249
410 PINE ST	HIGHLAND	62249	616 MAIN ST	HIGHLAND	62249
410 SUPPIGER WAY	HIGHLAND	62249	620 BROADWAY	HIGHLAND	62249
410 WALNUT ST	HIGHLAND	62249	620 WASHINGTON ST	HIGHLAND	62249
410A PINE ST	HIGHLAND	62249	621 BROADWAY	HIGHLAND	62249
412 WALNUT ST	HIGHLAND	62249	67 EXECUTIVE DR	HIGHLAND	62249
414 JANET BETH WAY	HIGHLAND	62249	7 SHAMROCK BLVD	HIGHLAND	62249
414 WALNUT ST	HIGHLAND	62249	700 9TH ST	HIGHLAND	62249
415 BROADWAY	HIGHLAND	62249	700 BROADWAY	HIGHLAND	62249
415 JANET BETH WAY	HIGHLAND	62249	700 LAUREL ST	HIGHLAND	62249
415 WALNUT ST	HIGHLAND	62249	700 MAIN ST	HIGHLAND	62249
416 PINE ST	HIGHLAND	62249	700 WALNUT ST	HIGHLAND	62249
417 WALNUT ST	HIGHLAND	62249	701 WALNUT ST	HIGHLAND	62249
418 WALNUT ST	HIGHLAND	62249	703 WALNUT ST	HIGHLAND	62249

ADDRESS LIST (EXISTING AREA, CONT.)

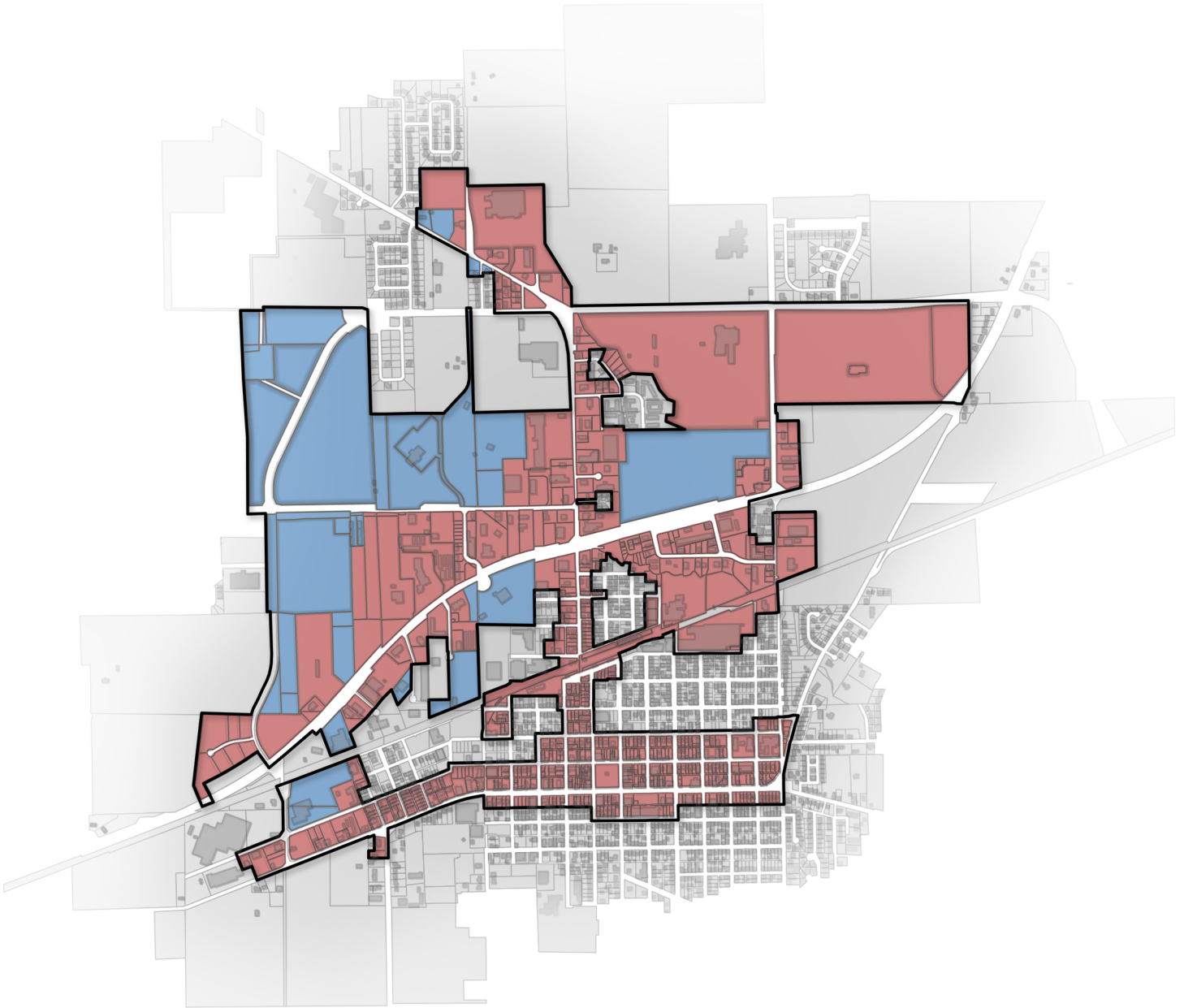
704 BROADWAY	HIGHLAND	62249	817 9TH ST	HIGHLAND	62249
704 LAUREL ST	HIGHLAND	62249	817 MAIN ST	HIGHLAND	62249
704 MAIN ST	HIGHLAND	62249	818 MAIN ST	HIGHLAND	62249
705 BROADWAY	HIGHLAND	62249	820 2ND ST	HIGHLAND	62249
705 MAIN ST	HIGHLAND	62249	820 6TH ST	HIGHLAND	62249
708 9TH ST	HIGHLAND	62249	820 BROADWAY	HIGHLAND	62249
708 LAUREL ST	HIGHLAND	62249	821 MAIN ST	HIGHLAND	62249
708 MAIN ST	HIGHLAND	62249	821 POPLAR ST	HIGHLAND	62249
709 BROADWAY	HIGHLAND	62249	822 BROADWAY	HIGHLAND	62249
71 EXECUTIVE DR	HIGHLAND	62249	823 9TH ST	HIGHLAND	62249
710 4TH ST	HIGHLAND	62249	823 MAIN ST	HIGHLAND	62249
712 BROADWAY	HIGHLAND	62249	9 ULTRAWAY DR	HIGHLAND	62249
712 LAUREL ST	HIGHLAND	62249	900 9TH ST	HIGHLAND	62249
712 WALNUT ST	HIGHLAND	62249	900 CHESTNUT ST	HIGHLAND	62249
713 5TH ST	HIGHLAND	62249	900 LAUREL ST	HIGHLAND	62249
714 4TH ST	HIGHLAND	62249	901 LAUREL	HIGHLAND	62249
715 WALNUT ST	HIGHLAND	62249	901 MAIN ST	HIGHLAND	62249
716 LAUREL ST	HIGHLAND	62249	902 WALNUT ST	HIGHLAND	62249
717 5TH ST	HIGHLAND	62249	903 MAIN ST	HIGHLAND	62249
717 MAIN ST	HIGHLAND	62249	904 6TH ST	HIGHLAND	62249
719 8TH ST	HIGHLAND	62249	904 9TH ST	HIGHLAND	62249
719 MAIN ST	HIGHLAND	62249	904 WALNUT ST	HIGHLAND	62249
720 LAUREL ST	HIGHLAND	62249	905 12TH ST	HIGHLAND	62249
721 BROADWAY	HIGHLAND	62249	905 CYPRESS	HIGHLAND	62249
722 BROADWAY	HIGHLAND	62249	906 6TH ST	HIGHLAND	62249
800 3RD ST	HIGHLAND	62249	906 BROADWAY	HIGHLAND	62249
800 8TH ST	HIGHLAND	62249	907 MAIN ST	HIGHLAND	62249
800 LAUREL ST	HIGHLAND	62249	908 6TH ST	HIGHLAND	62249
800 MAIN ST	HIGHLAND	62249	908 DEAL ST	HIGHLAND	62249
800 MULBERRY ST	HIGHLAND	62249	908 LAUREL ST	HIGHLAND	62249
801 9TH ST	HIGHLAND	62249	910 6TH ST	HIGHLAND	62249
801 BROADWAY	HIGHLAND	62249	910 BROADWAY	HIGHLAND	62249
801 MAIN ST	HIGHLAND	62249	910 CYPRESS ST	HIGHLAND	62249
802 9TH ST	HIGHLAND	62249	911 12TH ST	HIGHLAND	62249
803 3RD ST	HIGHLAND	62249	911 WALNUT ST	HIGHLAND	62249
805 8TH ST	HIGHLAND	62249	912 9TH ST	HIGHLAND	62249
806 8TH ST	HIGHLAND	62249	913 6TH ST	HIGHLAND	62249
806 9TH ST	HIGHLAND	62249	913 MAIN ST	HIGHLAND	62249
806 BROADWAY	HIGHLAND	62249	914 BROADWAY	HIGHLAND	62249
806 MULBERRY ST	HIGHLAND	62249	914 CYPRESS ST	HIGHLAND	62249
807 9TH ST	HIGHLAND	62249	915 12TH ST	HIGHLAND	62249
808 8TH ST	HIGHLAND	62249	915 ZBINDEN	HIGHLAND	62249
808 BROADWAY	HIGHLAND	62249	916 6TH ST	HIGHLAND	62249
808 LAUREL ST	HIGHLAND	62249	917 12TH ST	HIGHLAND	62249
809 8TH ST	HIGHLAND	62249	917 6TH ST	HIGHLAND	62249
809 BROADWAY	HIGHLAND	62249	917 MAIN ST	HIGHLAND	62249
809 MAIN ST	HIGHLAND	62249	919 MAIN ST	HIGHLAND	62249
810 8TH ST	HIGHLAND	62249	919 WASHINGTON ST	HIGHLAND	62249
810 BROADWAY	HIGHLAND	62249	920 9TH ST	HIGHLAND	62249
810 DEAL ST	HIGHLAND	62249	920 BROADWAY	HIGHLAND	62249
810 MAIN ST	HIGHLAND	62249	920 WASHINGTON	HIGHLAND	62249
810 MULBERRY ST	HIGHLAND	62249	923 MAIN ST	HIGHLAND	62249
811 BROADWAY	HIGHLAND	62249			
812 9TH ST	HIGHLAND	62249			
812 MAIN ST	HIGHLAND	62249			
814 LAUREL ST	HIGHLAND	62249			
815 8TH ST	HIGHLAND	62249			
815 BROADWAY	HIGHLAND	62249			
816 BROADWAY	HIGHLAND	62249			
816 MAIN ST	HIGHLAND	62249			

ADDRESS LIST (AMENDED AREA)

1 NAGEL DR	HIGHLAND	62249
1 ULTRA WAY DR	HIGHLAND	62249
10 CROWN POINT BLVD	HIGHLAND	62249
12310 SPORTSMAN RD	HIGHLAND	62249
12443 STATE ROUTE 143	HIGHLAND	62249
12449 STATE ROUTE 143	HIGHLAND	62249
140 MATTER DR	HIGHLAND	62249
2491 INDUSTRIAL DR	HIGHLAND	62249
2700 RAEBER LN	HIGHLAND	62249
2713 RAEBER LN	HIGHLAND	62249
37 LINCOLN LN	HIGHLAND	62249
38 LINCOLN LN	HIGHLAND	62249
5 CROWN POINT BLVD	HIGHLAND	62249
55 LINCOLN LN	HIGHLAND	62249
915 W MONROE ST	HIGHLAND	62249

BUSINESS DISTRICT A

BUSINESS DISTRICT REDEVELOPMENT PLAN & PROJECT 2022 AMENDMENT



The City of
HIGHLAND, IL
October 3, 2022



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SECTION I. INTRODUCTION



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

In 2017 the City of Highland (the “City”) passed Ordinances adopting and establishing the Business District Redevelopment Plan (the “Original Plan”) and Redevelopment Project Area (the “Original Area”). In 2019 the Original Area was amended to include additional parcels of property (the “Existing Area”). It is the City’s desire to further amend the Redevelopment Project Area to include additional parcels of property that were recently annexed into the corporate boundary, in order to maximize the potential of those properties by facilitating the development through utilization of the Business District A Redevelopment Project. Additionally the City wishes to increase the rate of the tax that is currently being imposed to maximize the potential of the Redevelopment Project. The proposed Area to be added through amendment (the “Amended Area”), as well as the Original Area, can be seen in Exhibit A. The Boundary Map for the Amended Area as a whole is shown in Exhibit B, and the existing land uses are shown in Exhibit C.

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

- II-A. Blight Analysis of Amended Area
 - A. Introduction
 - B. Statutory Qualifications
 - C. Investigation and Analysis of Blighting Conditions
 - D. The Proposed Amended District
 - E. Review of Findings & Qualifications of the Amended District
 - F. Qualification Summary & Findings
- II-B. Amended Business District Redevelopment Plan
 - A. Objectives
 - B. Policies
 - C. Components of the Amended Business District Plan
 - 1. Boundary Delineation
 - 2. The Development Project
 - 3. Name of Business District
 - 4. Estimated Business District Project Costs
 - 5. Anticipated Source of Funds to Pay Business District Project Costs
 - 6. Anticipated Type and Terms of Any Obligations to be Issued
 - 7. The Rate of Any Tax to be Imposed Pursuant to Subsection (10) and (11) of Section 11-74.3-3 of the Act
- III-C. Findings and Completion of Obligations
 - A. Formal Findings
 - B. Completion of Business District Projects/Retirement of Obligations

Legend

-  Business District A Boundary
-  Business District A Additions 2022

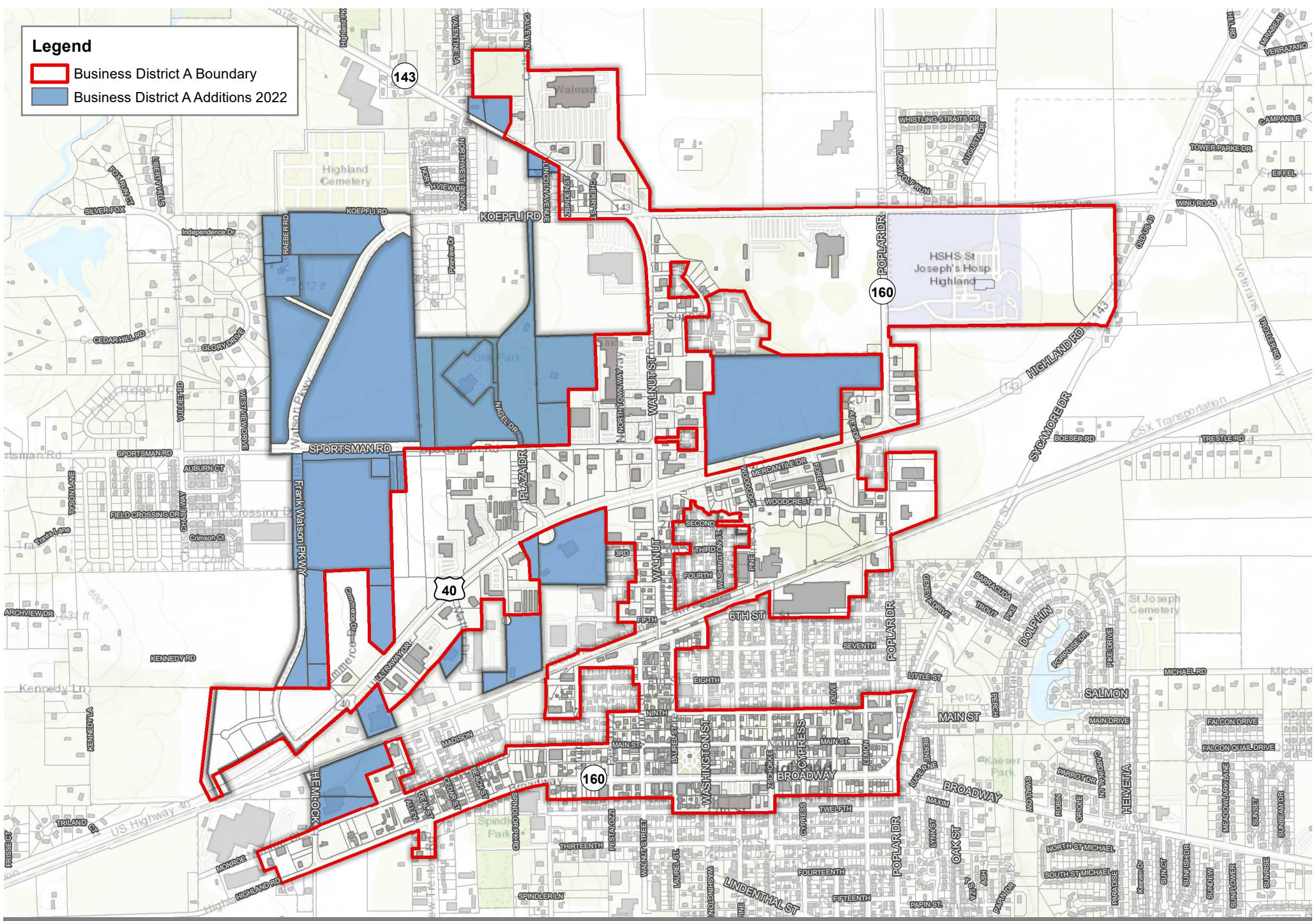



EXHIBIT A - AMENDED AREA
BUSINESS DISTRICT A - 2022 AMENDMENT
Highland, IL



Legend

 Business District A Boundary

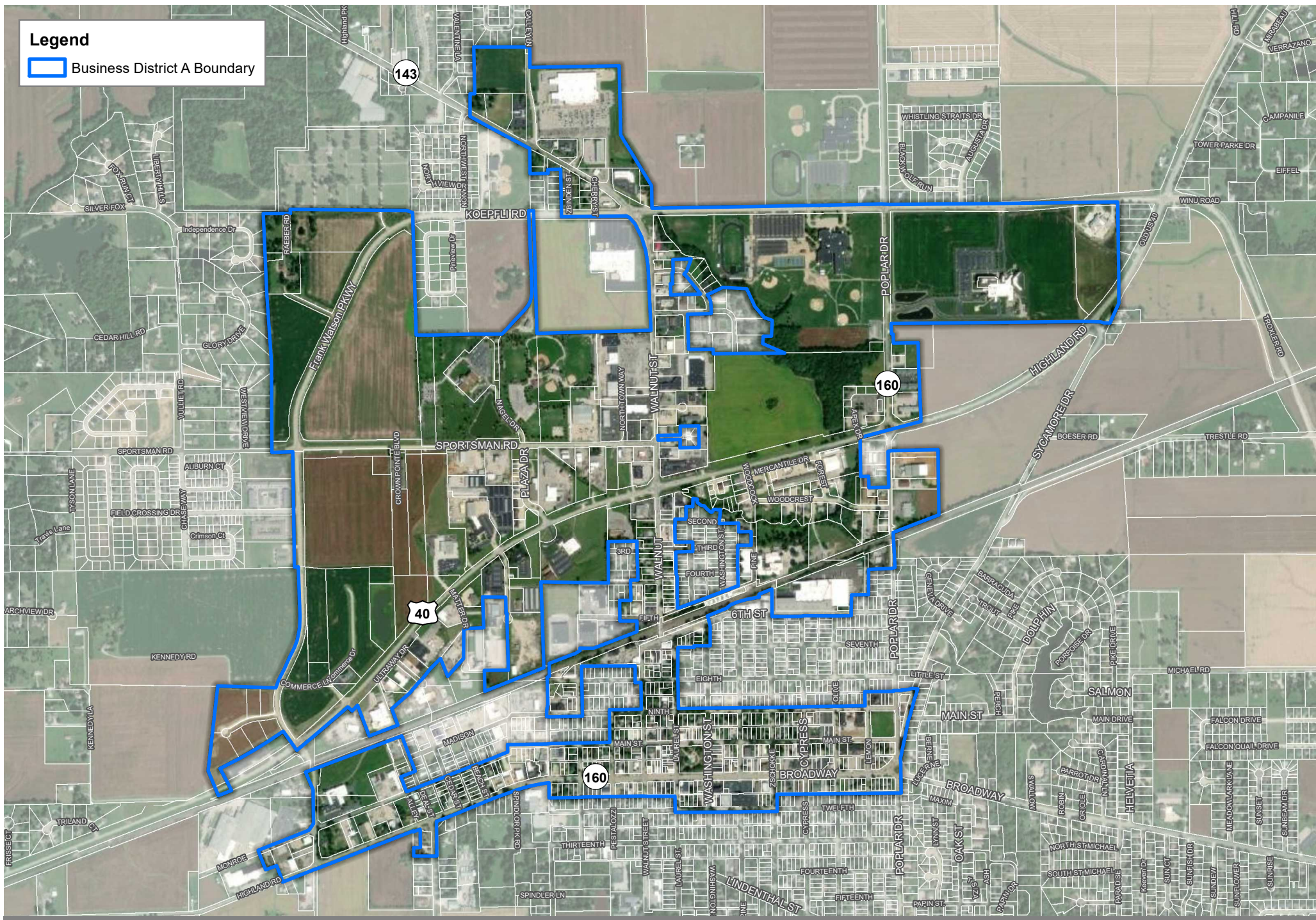


EXHIBIT B - BOUNDARY MAP
BUSINESS DISTRICT A - 2022 AMENDMENT
 Highland, IL



SECTION II. AMENDMENT TO BUSINESS DISTRICT REDEVELOPMENT PLAN

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

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

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

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

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

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

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

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

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

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

SECTION II-A. BLIGHT ANALYSIS OF AMENDED AREA

A. Introduction

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

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

B. Statutory Qualifications

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

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

C. Investigation and Analysis of Blighting Conditions

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

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

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

D. The Proposed Amended Area

The Amended Area encompasses 37 parcels of property and rights-of-way in the City. Generally, the Amended Area encompasses properties on the north side of the Existing Area along IL-143, properties in the central portion of the Existing Area along US-40 and Nagel Drive, and properties south of US-40 and north of West Monroe Street in the southern portion of the Existing Area. Additionally property adjacent to Frank Watson Parkway, both north and south of Sportsman Road, is included in the Amended Area.

E. Review of Findings & Qualifications of the District

In order to impose the retailers’ occupation tax and service occupation tax, the corporate authorities of the municipality shall make a formal finding that the Amended Area is a “Blighted Area”, as defined prior. It was found that there are conditions in the Amended Area which contribute to the Area being an economic liability to the City, as well as being economically underutilized.

Portions of the Amended Area exhibit deteriorated site improvements, particularly in parking areas and driveways serving the properties. Additionally site improvements exhibited deteriorated conditions in the structural elements, including roofs, fascia, windows, exterior walls, etc. Madison County property indicates that the site improvements are generally aged, with some dating back to the 1800’s. Generally the deteriorated conditions noted could be attributed to physical depreciation of the property due to wear and tear, time, and exposure to the elements. Additionally several of the industrial properties have heavy-truck traffic, which causes additional strain on the parking areas and roadways serving the properties.

Conditions indicative of defective, non-existent, or inadequate street layout were also noted in the Amended Area. The vast majority of the undeveloped acreage is without access to right-of-way, which can be a barrier to development of the available acreage. This factor is in large part due to the obsolete platting of the property which is another factor that was noted in the Amended Area. The properties exhibiting obsolete platting are parcels currently of a shape or size that would likely not conform to modern development guidelines, and would require subdivision or re-platting of some sort to be utilized to their highest and best uses. Additionally these properties would need to be reconfigured to provide access to right-of-way to remediate the non-existent and inadequate street layout detailed prior. This could pose a potential barrier to future development, and could be difficult to remediate without following a development plan to guide the process.

Generally speaking the properties in the Amended Area could benefit from inclusion in the existing Redevelopment Project Area to provide an economic development tool already available to the adjacent properties in the Existing Area. The use of funds for eligible Redevelopment Project costs for these properties would increase their marketability to attract developers, make requisite infrastructure and utility upgrades possible, and increase the City’s sales and property tax bases.

Currently, the combination of existing factors in the Amended Area contributes to the properties as a whole being considered an economic liability to the City. Per Illinois State statutes regarding Redevelopment Project Areas, in order to determine whether an area is considered to be stagnant or in decline it can be compared to the balance of the City, which is the total EAV of Highland minus that of the parcels which make up the Amended Area. This comparison is shown in Table A.

TABLE A - AMENDED AREA & CITY BALANCE GROWTH RATES

YEAR	HIGHLAND ¹	PROJECT AREA ²	CHANGE %	BALANCE ³	CHANGE %
2021	\$218,521,956	\$3,330,240	6.73%	\$215,191,716	4.63%
2020	\$208,780,920	\$3,120,220	2.72%	\$205,660,700	2.92%
2019	\$202,857,805	\$3,037,470	18.12%	\$199,820,335	4.45%
2018	\$193,880,393	\$2,571,560	2.13%	\$191,308,833	3.44%
2017	\$187,458,955	\$2,517,820	-7.92%	\$184,941,135	2.37%
2016	\$183,388,910	\$2,734,420		\$180,654,490	

¹Total City Equalized Assessed Value (EAV). Source: Madison County Clerk

²Total EAV of the Parcels in the Amended Area. Source: Madison County Property Tax Search

³Total City EAV Minus the EAV of the Parcels in the Amended Area

In order to meet the statutory threshold an area would have to have at least three years of lower growth rates than the balance of the municipality. As shown in Table A, the Amended Area meets this threshold having lower annual growth rates for three of the five years.

The properties in the Area are also economically underutilized. This is evidenced in part by the aforementioned economic liability, in that if the properties were being utilized to their highest and best uses the property valuation would at the very least be on par with that of the rest of the City. The

inclusion of the properties in the Amended Area into the Business District Area will provide an economic development tool for the development and redevelopment of the properties in the Amended Area, from the extension of infrastructure and utilities to accommodate new development to a resource for repair and renovation of existing development. The completion of these activities will increase the sales and property tax base of the City, and at that point the parcels would no longer be considered to be economically underutilized.

F. Qualification Summary & Findings

The Amended Area is found to be able to be considered “blighted” due to the presence of conditions representative of those outlined in the Act that, in combination, contribute to the Amended Area being an economic liability to the City. Additionally, the presence of these blighting factors contributes to the economic underutilization of the Amended Area.

Additional findings for the Amended Business District Area include:

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

SECTION II-B. AMENDED BUSINESS DISTRICT REDEVELOPMENT PLAN

The City of Highland, Illinois is considering the approval of the Amended Business District A Plan in order to provide an important development tool for those properties which make up the Amended Area, as well as to increase the rate of the tax that is currently being imposed, to further the City's goals of economic development in this portion of the City. In looking to achieve this end, the City will seek to adhere to certain objectives and policies.

A. Objectives

The objectives of the Existing Plan, which apply to the Amended Redevelopment Project Area as a whole, are as follows:

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

The Amended Redevelopment Plan objectives include:

- Provide an economic development tool for newly annexed properties.
- Utilize Business District Redevelopment Project funds for infrastructure and utility improvements for newly annexed properties.
- Market properties in the Amended Area to attract development.
- Increase the property tax base of the parcels in the Amended Area to maintain EAV growth rates with the City.
- Promotion of Mixed-Use developments along Frank Watson Parkway.
- Establish certain areas within the Business District, particularly in the western portion, as a destination for light industrial.
- Continued streetscape improvements along Sportsman Road and other area roads, including lighting and banners to correspond with the existing improvements.
- Establish guidelines and a program to promote the consistency of commercial signage along Frank Watson Parkway.

B. Policies

The City of Highland will continue to follow certain policies to achieve the objectives outlined above. These policies include:

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

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

C. Components of the Amended Business District Plan

1. Boundary Delineation

A number of factors were taken into consideration in establishing the properties proposed for inclusion in the Amended Area, particularly the inclusion of recently annexed property as well as to include property adjacent to the Existing Area that would benefit from inclusion in the Redevelopment Project Area. The Amended Area encompasses 37 parcels of property and rights-of-way in the City. Generally, the Amended Area encompasses properties on the north side of the Existing Area along IL-143, properties in the central portion of the Existing Area along US-40 and Nagel Drive, and properties south of US-40 and north of West Monroe Street in the southern portion of the Existing Area. Additionally property adjacent to Frank Watson Parkway, both north and south of Sportsman Road, is included in the Amended Area.

2. The Development Project

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

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

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

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

3. Name of Business District

The name of the District is Business District A.

4. Estimated Business District Project Costs

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

TABLE B - ESTIMATED AMENDED BUSINESS DISTRICT PROJECT COSTS

DESCRIPTION	ESTIMATED COSTS
Costs of studies, surveys development of plans, and specifications, implementation and administration of the district including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning and other services;	\$825,000
Property assembly costs, including but not limited to acquisition of land and other real or personal property;	\$2,125,000
Site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;	\$4,675,000
Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;	\$6,375,000
Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;	\$4,125,000
Costs of installation or construction within the business district of buildings, including public safety buildings, structures, works, streets, improvements, equipment, utilities, or fixtures	\$22,250,000
General financing costs including but not limited to all necessary and incidental expenses related to the issuance of obligations including payment of interest on obligations;	\$1,625,000
TOTAL ESTIMATED BUDGET	\$42,000,000

Expenditures in individual categories may differ from those shown above; however, the total amount of the Estimated Redevelopment Project Costs will not exceed \$42,000,000 plus any additional interest and financing costs as may be required. Adjustments may be made among budget categories to reflect implementation of the Plan.

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

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

6. Anticipated Type and Terms of Any Obligations to be Issued

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

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

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

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

Within the District, a rate of tax of 1.0% shall be imposed as a retailer's occupation tax and service occupation tax. Such tax shall be imposed for up to, but no more than, 23 years from the date of the Original Business District Plan adoption.

SECTION II-C. FINDINGS AND COMPLETION OF OBLIGATIONS

A. Formal Findings

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

The Amended Business District Redevelopment Project Area is contiguous and includes only parcels of real property directly and substantially benefited by the Amended Business District Plan.

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

The City's exercise of the powers provided in the Act is dedicated to the promotion of the public interest and to the enhancement of the tax base of the Business District, and the use of the powers for the development and redevelopment of the Business Districts provided in this Plan is declared to be a public use essential to the public interest of the residents of the City of Highland, Illinois.

The Amended Business District Area is a blighted area, in that there are conditions indicative of deteriorated site conditions, non-existent and inadequate street layout, and obsolete platting, among other factors, contributing to the economic liability of the Amended Area to the City, as well as the Amended Area being considered to be economically underutilized.

The Amended Business District Area, on the whole, has not been subject to growth and development through investment by private enterprise or would not reasonably be anticipated to be redeveloped without the adoption of the Amended Business District Development Plan.

The Amended Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole, as determined by the City Council.

B. Completion of Business District Projects / Retirement of Obligations

Upon payment of all Business District project costs and retirement of outstanding obligations, but in no event more than 23 years after the date of adoption of the ordinance approving the Original Business District Plan, the municipality shall adopt an ordinance immediately rescinding the taxes imposed pursuant to subsections of (10) and (11) of Section 11-74.3-3.

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APPENDIX A

ORIGINAL BUSINESS DISTRICT REDEVELOPMENT PLAN

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APPENDIX B

AMENDED LEGAL DESCRIPTION

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APPENDIX B – AMENDED LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SYCAMORE STREET AND NINTH STREET: PROCEED SOUTHERLY ALONG SYCAMORE STREET TO POPLAR STREET. CONTINUE SOUTH ALONG POPLAR STREET TO THE EAST-WEST ALLEY, ONE HALF (1/2) BLOCK SOUTH OF BROADWAY. GO WEST ALONG SAID ALLEY TO ZSCHOKKE STREET. GO SOUTH ONE HALF (1/2) BLOCK TO TWELFTH STREET. GO WEST ON TWELFTH STREET TO LAUREL STREET AND GO NORTH ON LAUREL STREET ONE HALF (1/2) BLOCK TO THE EAST-WEST ALLEY. PROCEED WEST IN THE ALLEY(S) TO OLD TRENTON ROAD, GOING NORTH ON OLD TRENTON ROAD ONE HALF (1/2) BLOCK TO BROADWAY. GO WEST ON BROADWAY TO NEW TRENTON ROAD (IL ROUTE 160). GO SOUTH UNTIL YOU REACH THE SOUTH LINE OF THE AMERICAN LEGION PROPERTY (TAX PARCEL ID NO. 01-1-24-06-12-201-035), FOLLOWING SAID LINE WEST UNTIL REACHING THE WEST PROPERTY LINE. TURN NORTH UNTIL REACHING THE NORTH LINE OF SAID AMERICAN LEGION PROPERTY, THEN TURN EAST AND FOLLOW SAID NORTH LINE UNTIL YOU REACH THE WEST LINE OF THE RYDER INN PROPERTY (TAX PARCEL ID NO. 01-1-24-06-12-201-034). PROCEED NORTH ALONG SAID WEST LINE TO HIGHLAND ROAD. PROCEED WEST ALONG HIGHLAND ROAD TO THE WEST PROPERTY LINE OF THE NEW CITY OF HIGHLAND STREET AND ALLEY FACILITY (TAX PARCEL ID NO. 01-2-24-06-00-000-011). GO NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF THE HIGHLAND ANIMAL SHELTER (TAX PARCEL ID NO. 01-2-24-06-00-000-014.001). TURN WEST AND FOLLOW SAID LINE TO THE WEST LINE OF SAID HIGHLAND ANIMAL SHELTER PROPERTY. GO NORTH ALONG SAID WEST LINE TO MONROE STREET. PROCEED EAST ALONG MONROE STREET TO THE KLAUS SERVICE CENTER PROPERTY (TAX PARCEL ID NO. 01-2-24-06-08-201-003). GO NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID KLAUS SERVICE CENTER PROPERTY. TURN EAST AND PROCEED ALONG SAID NORTH LINE TO THE ALLEY THAT RUNS ALONG THE EAST SIDE OF SAID PROPERTY. TURN NORTH AND FOLLOW THE ALLEY TO THE NORTH LINE OF THE KORTE AND RICHTER MEAT PROCESSING PROPERTY (TAX PARCEL ID NO. 01-2-24-06-08-201-010). PROCEED EASTERLY ALONG SAID NORTH LINE TO DEAL STREET. TURN AND GO SOUTHERLY ALONG DEAL STREET TO THE SOUTH LINE OF SKIP'S AUTOMOTIVE SERVICE (TAX PARCEL ID NO. 01-2-24-06-08-201-008). TURN WEST AND FOLLOW SAID LINE TO THE ALLEY. PROCEED SOUTH ALONG THE ALLEY TO MONROE STREET. TURN EASTERLY ON MONROE STREET UNTIL YOU REACH MAIN STREET AT CENTER STREET. FOLLOW MAIN STREET EAST TO PESTALOZZI STREET. GO NORTH ON PESTALOZZI STREET TO NINTH STREET AND GO EAST ON NINTH STREET TO WALNUT STREET, CONTINUING NORTH ON WALNUT STREET TO EIGHTH STREET. AT EIGHTH STREET, GO WEST ONE LOT AND TURN NORTH ALONG THE WEST LINE OF SAID LOT (TAX PARCEL ID NO. 02-2-18-32-18-302-018) UNTIL REACHING THE EAST-WEST ALLEY. PROCEED WEST ALONG THE ALLEY UNTIL YOU REACH MULBERRY STREET. FOLLOW MULBERRY STREET SOUTH TO NINTH STREET. GO WEST ALONG NINTH STREET TO CHESTNUT STREET. PROCEED NORTH ALONG CHESTNUT STREET TO THE NORTH LINE OF THE CSXT RAILROAD. GO EAST ALONG SAID NORTH LINE UNTIL REACHING THE WEST LINE OF RAILSHAKE BREWERY (TAX PARCEL ID NO. 02-2-18-32-18-302-004). GO NORTH ALONG THE SAID WEST LINE UNTIL REACHING FIFTH STREET. TURN EAST ALONG FIFTH STREET UNTIL YOU REACH ZSCHOKKE STREET. GO SOUTH ON ZSCHOKKE STREET TO THE SOUTH LINE OF THE CSXT RAILROAD. PROCEED WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF A PARCEL OF LAND AT 917 SIXTH STREET (TAX PARCEL ID NO. 02-118-32-19-402-012). TURN SOUTH ALONG SAID EAST LINE AND CONTINUE SOUTH ALONG WASHINGTON STREET TO SEVENTH STREET. THEN GO WEST ALONG THE SOUTH PROPERTY LINE OF 620 WASHINGTON STREET (TAX PARCEL ID NO. 02-2-18-32-19-403-019) AND CONTINUE WEST ALONG THE EAST-WEST ALLEY UNTIL REACHING LAUREL STREET GOING SOUTH ALONG LAUREL STREET TO NINTH STREET. GO EAST ALONG NINTH STREET TO LEMON STREET AND PROCEED NORTH ONE HALF (1/2) BLOCK TO THE EAST-WEST ALLEY. GO EAST THROUGH SAID ALLEY CROSSING POPLAR STREET AND CONTINUE EAST ALONG NINTH STREET TO THE POINT OF BEGINNING.

INCLUDING: PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON ROD AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE ON THE NORTH QUARTER QUARTER LINE SOUTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, A DISTANCE OF 445.68 FEET TO A SET IRON ROD ON THE WEST RIGHT OF WAY LINE OF PROPOSED HEMLOCK STREET (100 FEET WIDE); THENCE CONTINUING ON SAID QUARTER QUARTER LINE SOUTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, DISTANCE OF 654.86 FEET TO A SET IRON ROD; THENCE SOUTH 06 DEGREES 29 MINUTES 22 SECONDS WEST, A DISTANCE OF 966.69 FEET TO A SET IRON ROD; THENCE SOUTH 27 DEGREES 49 MINUTES 14 SECONDS EAST, A DISTANCE OF 140.08 FEET TO A SET IRON ROD ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 40 (150 FEET WIDE); THENCE ON SAID NORTH RIGHT OF WAY LINE ON A 5133.79 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS NORTH 64 DEGREES 51 MINUTES 42 SECONDS EAST, A CHORD DISTANCE OF 150.13 FEET TO THE SOUTHERLY POINT OF A TRACT OF LAND CONVEYED TO MADISON COUNTY MASS TRANSIT DISTRICT IN DOCUMENT NUMBER 2005R48155 OF THE MADISON COUNTY, ILLINOIS RECORDS; THENCE ON THE WESTERLY LINE OF SAID TRACT, NORTH 27 DEGREES 49 MINUTES 14 SECONDS WEST, A DISTANCE OF 139.89 FEET TO A FOUND IRON ROD AT THE WESTERLY CORNER OF SAID DISTRICT TRACT; THENCE ON THE NORTHERLY LINE OF SAID DISTRICT TRACT ON A 4993.79 FOOT RADIUS CURVE TO THE LEFT THE CHORD OF WHICH BEARS NORTH 59 DEGREES 18 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 828.89 FEET TO A POINT AT THE NORTHERLY CORNER OF SAID DISTRICT TRACT, ALSO BEING ON THE WEST RIGHT OF WAY LINE OF PROPOSED HEMLOCK STREET (100 FEET WIDE); THENCE ON SAID WESTERLY RIGHT OF WAY LINE ON A 600.91 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 09 DEGREES 46 MINUTES 47 SECONDS WEST, A CHORD DISTANCE OF 500.31 FEET TO THE POINT OF BEGINNING, CONTAINING 12.89 ACRES.

INCLUDING: BEGINNING AT THE SOUTHWEST CORNER OF FIFTH STREET AND WALNUT STREET: PROCEED WEST ALONG FIFTH STREET TO THE WEST LINE OF 713 FIFTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-018). PROCEED NORTH ALONG SAID WEST LINE UNTIL REACHING THE NORTH LINE OF SAID LOT AND TURN EAST AND PROCEED UNTIL REACHING THE WEST LINE OF 710 FOURTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-014). TURN NORTH AND FOLLOW SAID WEST LINE UNTIL REACHING FOURTH STREET. GO EAST TO THE WEST LINE OF 318 FOURTH STREET (TAX PARCEL ID NO. 02-2-18-32-18-301-028). TURN NORTH ALONG SAID WEST LINE AND THE NORTHERLY PROLONGATION THEREOF TO FOLLOWING A STRAIGHT LINE PROCEEDING NORTH UNTIL REACHING THE SOUTH LINE OF HI TOP BOWL PROPERTY (TAX PARCEL ID NO. 02-2-18-32-14-301-010). FOLLOW SAID SOUTH LINE WEST UNTIL REACHING THE WEST LINE OF SAID PROPERTY. PROCEED NORTH ALONG SAID WEST LINE TO US HIGHWAY 40. PROCEED WESTERLY ALONG US HIGHWAY 40 TO THE EAST LINE OF THE TROUW NUTRITION MAIN OFFICE AT 115 EXECUTIVE DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-034). FOLLOW SAID EAST LINE SOUTH UNTIL REACHING THE NORTH LINE OF THE KORTE-LUITJOHAN MINI STORAGE FACILITY (TAX PARCEL ID NO. 02-2-18-32-00-000-039) AND CONTINUE EAST ALONG SAID NORTH LINE UNTIL REACHING THE EAST LINE OF SAID PARCEL. PROCEED SOUTH ALONG SAID EAST LINE UNTIL REACHING THE SOUTH LINE OF SAID PARCEL AND GO WEST ALONG SAID SOUTH LINE AND THE WESTERLY PROLONGATION THEREOF TO EXECUTIVE DRIVE. FOLLOW EXECUTIVE DRIVE NORTH UNTIL REACHING THE NORTH PROPERTY LINE OF THE PARCEL AT 80 EXECUTIVE DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-031). GO WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID PARCEL. GO SOUTH ALONG SAID WEST LINE TO THE NORTH PROPERTY LINE OF THE PARCEL AT 145 MATTER DRIVE (TAX PARCEL ID NO. 02-2-18-32-00000-027). FOLLOW THE NORTH LINE WEST ACROSS MATTER DRIVE. PROCEED SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF 140 MATTER DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-028). CONTINUE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF 200 PLAZA STREET (TAX PARCEL ID NOS. 02-2-18-31-00-000-018.003 & 01-2-24-06-08-202-003) TO THE EAST LINE OF 1 ULTRAWAY DRIVE (TAX PARCEL ID NO. 01-2-24-06-08-202-004). PROCEED NORTH ALONG SAID EAST LINE TO US HIGHWAY 40. GO WEST ALONG US HIGHWAY 40 TO FRANK WATSON PARKWAY. GO NORTHERLY ALONG FRANK WATSON PARKWAY UNTIL YOU REACH COMMERCE DRIVE. GO EASTERLY ALONG COMMERCE DRIVE UNTIL YOU REACH

THE WEST LINE OF RETKO GROUP LLC PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-018) (15.42 ACRE), PROCEED NORTH ALONG SAID WEST LINE, EAST ALONG THE NORTH LINE OF SAID RETKO GROUP LLC PARCEL, AND SOUTH ALONG THE EAST LINE OF SAID RETKO GROUP LLC PARCEL TO US HIGHWAY 40. GO NORTHEASTERLY ALONG US HIGHWAY 40 TO THE WEST LINE OF TWO TRACTS OF LAND OWNED IN TRUST BY BONNIE MCGINLEY (TAX PARCEL ID NO. 02-1-18-31-00-000-018.001 & 012) (5.18 & 3.5 ACRE, RESPECTIVELY). GO NORTH ALONG SAID WEST LINE TO THE SOUTH LINE OF CROWN POINTE APARTMENTS (TAX PARCEL ID NO. 02-1-18-31-00-000-011 & 011.001), THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID PARCEL AND THEN NORTH ALONG SAID EAST LINE TO SPORTSMAN ROAD. PROCEED EAST ALONG SPORTSMAN ROAD TO WEST LINE OF RURAL KING (TAX PARCEL ID NO. 02-1-18-32-00-000-021.006). PROCEED NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL AND GO EAST ALONG SAID NORTH LINE UNTIL YOU REACH THE WEST LINE OF THE GLIK DEVELOPMENT PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-021.001). GO NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL, THEN PROCEED EAST ALONG SAID NORTH LINE TO IL ROUTE 143. FOLLOW IL ROUTE 143 NORTH TO KOEPFLI LANE. GO WEST ON KOEPFLI LANE TO THE COMMON LOT LINE OF THE LOTS BETWEEN ZBINDEN LANE AND LINCOLN LANE. PROCEED NORTH ALONG SAID COMMON PROPERTY LINE UNTIL REACHING IL ROUTE 143. GO NORTHWESTERLY ALONG IL ROUTE 143 TO THE WEST LINE OF SCOTT CREDIT UNION (TAX PARCEL ID NO. 02-1-18-29-17-301-003.002). FOLLOW SAID WEST LINE NORTHERLY TO THE SOUTH LINE OF THE REHBERGER HOLDINGS LLC TRACT (TAX PARCEL ID NO. 02-1-18-29-13-303-004) (7.2 ACRE). GO WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID TRACT. PROCEED NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID TRACT. GO EAST ALONG SAID NORTH LINE TO CALLY LANE. GO SOUTH ALONG CALLY LANE TO THE NORTH LINE OF THE WAL-MART TRACT (TAX PARCEL ID NO. 02-2-18-29-03-301-001). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID TRACT. GO SOUTH ALONG SAID EAST LINE AND THE EAST LINE OF THE PROFESSIONAL RESOURCE DEVELOPMENT INC. TRACT (TAX PARCEL ID NO. 02-2-18-29-18-301-033) TO TROXLER AVENUE. GO EAST ALONG TROXLER AVENUE TO THE EAST LINE OF THE CITY OF HIGHLAND TRACT (TAX PARCEL ID NO. 02-1-18-33-00-000-001.002) (10 ACRE). CONTINUE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO THE SOUTHEASTERLY LINE OF US HIGHWAY 40. PROCEED SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE ST. JOSEPH'S HOSPITAL TRACT (TAX PARCEL ID NO. 02-1-18-33-00-000-001) (61.98 ACRE). CONTINUE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF IL ROUTE 160. FOLLOW SAID EAST LINE SOUTH TO THE NORTH LINE OF SPLISH SPLASH CAR WASH (TAX PARCEL ID NOS. 02-2-18-33-00-000-041 & 042). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PARCEL. GO SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO US HIGHWAY 40. GO WEST ON US HIGHWAY 40 TO EAST LINE OF AVISTON LUMBER (TAX PARCEL ID NO. 02-1-18-32-16-401-012.001). PROCEED SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF SAFE SUPPLY PARCEL (TAX PARCEL ID NO. 02-1-18-32-16-401-005.001). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PARCEL, THEN SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF A VACANT LOT (TAX PARCEL ID NO. 02-1-18-32-16-401-005). CONTINUE EAST ALONG SAID SOUTH LINE TO POPLAR STREET. GO NORTH ALONG POPLAR ST TO THE NORTH LINE OF THE KLOSS FURNITURE TIN SHED PROPERTY (TAX PARCEL ID NO. 02-1-18-33-00-000-016.006). GO EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PROPERTY. PROCEED SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO THE CSXT RAILROAD. GO WEST ALONG THE CSXT RAILROAD TO POPLAR STREET AND THEN GO SOUTH ALONG POPLAR STREET TO THE SOUTH LINE OF LARRY'S TIRE (TAX PARCEL ID NO. 02-1-18-32-20-402-001). GO WEST ALONG SAID SOUTH LINE TO LEMON STREET. GO SOUTH ALONG LEMON STREET TO THE EAST-WEST ALLEY JUST NORTH OF SIXTH STREET. CONTINUE WEST ALONG SAID ALLEY AND THEN SOUTH ALONG THE NORTH-SOUTH ALLEY JUST WEST OF LEMON STREET TO SIXTH STREET. PROCEED WEST ALONG SIXTH STREET TO ZSCHOKKE STREET. GO NORTH ON ZSCHOKKE STREET AND ACROSS THE CSXT RAILROAD TO FIFTH STREET. PROCEED SOUTHWESTERLY ALONG FIFTH STREET TO THE NORTH-SOUTH ALLEY BETWEEN WASHINGTON STREET AND PINE STREET. GO NORTH ALONG SAID ALLEY TO THIRD STREET, THEN EAST ON THIRD STREET TO PINE STREET. PROCEED NORTH ALONG PINE STREET TO THE SOUTH LINE OF SECOND STREET. GO WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF WASHINGTON STREET. PROCEED NORTH ACROSS SECOND STREET TO THE NORTH LINE OF SECOND STREET, THEN EAST ALONG SAID NORTH LINE TO LINDENTHAL CREEK. GO NORTHWESTERLY ALONG SAID CREEK TO THE EAST LINE OF 101 WALNUT STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-002). PROCEED SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID PARCEL, THEN WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF 820 SECOND STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-002.006). PROCEED SOUTH ALONG SAID EAST LINE TO SECOND STREET. GO WEST ON SECOND STREET TO THE NORTH-SOUTH ALLEY JUST EAST OF WALNUT STREET. PROCEED SOUTH ALONG SAID ALLEY TO THE NORTH LINE OF 220 LAUREL STREET (TAX PARCEL ID NO. 02-2-18-32-15-401-017). GO EAST ALONG SAID NORTH LINE TO LAUREL STREET, THEN SOUTH ALONG LAUREL STREET TO THIRD STREET. PROCEED WEST ALONG THIRD STREET TO THE NORTH-SOUTH ALLEY JUST EAST OF WALNUT STREET, THEN SOUTH ALONG SAID ALLEY TO FIFTH STREET. GO SOUTHWESTERLY ALONG FIFTH STREET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE NORTHWEST CORNER OF A PARCEL OF LAND AT 12443 STATE ROUTE 143 (TAX PARCEL ID NO. 02-1-18-29-17-301-003.001). PROCEED SOUTH ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 255 FEET TO THE SOUTH LINE OF STATE ROUTE 143. GO SOUTHEAST ALONG SAID SOUTH LINE A DISTANCE OF 447 FEET. GO NORTHEAST AND NORTH A DISTANCE OF 494 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AT 12449 STATE ROUTE 143 (TAX PARCEL ID NO. 02-1-18-29-17-301-003). PROCEED WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 477 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT A POINT ON THE NORTH LINE OF SPORTSMAN ROAD AT THE SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-32-00-000-021). PROCEED NORTH ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 628 FEET TO THE SOUTH LINE OF A PROPERTY OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-32-00-000-021.002). GO EAST ALONG SAID SOUTH LINE A DISTANCE OF 939 FEET TO THE NORTHEAST CORNER OF SAID PARCEL. PROCEED WEST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 676 FEET TO THE EAST LINE OF A PROPERTY OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-32-00-000-001.001). GO NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 1,527 FEET TO THE NORTH LINE OF KOEPFLI LANE. GO WEST ALONG SAID NORTH LINE A DISTANCE OF 56 FEET. PROCEED SOUTH ACROSS KOEPFLI LANE AND ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 1,527 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AT 1 NAGEL DRIVE (TAX PARCEL ID NO. 02-1-18-32-00-000-001.004). GO WEST ACROSS THE NORTH LINE OF SAID PARCEL A DISTANCE OF 965 FEET TO THE NORTHWEST CORNER OF A PROPERTY OWNED BY THE CITY OF HIGHLAND ON KOEPFLI LANE (TAX PARCEL ID NO. 02-1-18-32-00-000-001.006). PROCEED SOUTH ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 1,261 FEET TO THE NORTH LINE OF SPORTSMAN ROAD. GO EAST ALONG SAID NORTH LINE A DISTANCE OF 1,688 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT A POINT ON THE SOUTH LINE OF US HIGHWAY 4. GO SOUTHEAST ALONG THE WEST LINE OF 115 EXECUTIVE DRIVE (TAX PARCEL ID NO. 01-2-24-06-08-202-004) A DISTANCE OF 372 FEET TO THE NORTH LINE OF THE RAILROAD PARCEL. PROCEED NORTHEASTERLY ALONG SAID NORTH LINE A DISTANCE OF 348 FEET TO THE SOUTHEAST CORNER OF (TAX PARCEL ID NO. 01-2-24-06-08-202-004). GO NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID PARCEL A DISTANCE OF 559 FEET TO THE NORTHEAST CORNER OF SAID PARCEL. PROCEED SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID PARCEL A DISTANCE OF 360 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF HEMLOCK STREET AND THE SOUTH LINE OF THE CSX CORPORATION RAIL PARCEL (TAX PARCEL ID NO. 01-1-24-06-00-000-904). GO SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 700 FEET TO THE SOUTH LINE OF MONROE STREET. PROCEED NORTHEASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 812 FEET. GO NORTHWESTERLY ACROSS MONROE STREET AND ALONG THE SOUTHWEST LINE OF 5 MONROE STREET (TAX PARCEL ID NO. 01-2-24-

06-08-201-003) A DISTANCE OF 385 FEET TO THE NORTHWEST CORNER OF SAID PARCEL. PROCEED NORTHEASTERLY ALONG THE NORTHWEST LINE OF SAID PARCEL A DISTANCE OF 320 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY DOWN JONES AND CO INC (TAX PARCEL ID NO. 01-2-24-06-08-201-001). GO NORTHWEST ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 261 FEET TO THE NORTHEAST CORNER OF SAID PARCEL. PROCEED SOUTHWESTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 971 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF US HIGHWAY 40 AND THE WEST LINE OF A PROPERTY OWNED BY APHEX HOLDINGS LLC AT 2491 INDUSTRIAL DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-035). PROCEED NORTHEASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 1,030 TO THE NORTHEAST CORNER OF 15 APEX DRIVE (TAX PARCEL ID NO. 02-1-18-32-00-000-024). GO SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 882 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL. PROCEED WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 761 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL. GO NORTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 49 FEET TO THE SOUTHEAST CORNER OF A PROPERTY OWNED BY APHEX HOLDINGS LLC AT 2491 INDUSTRIAL DRIVE (TAX PARCEL ID NO. 02-2-18-32-00-000-035). PROCEED WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 103 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL. GO NORTHERLY AND NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 452 FEET TO THE SOUTH LINE OF US HIGHWAY 40, AND POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE NORTHEAST CORNER OF 12052 HIGHLAND ROAD (TAX PARCEL NO. 02-2-18-32-00-000-037). GO SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 628 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL. PROCEED SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 721 FEET TO THE SOUTHWEST CORNER OF A PROPERTY OWNED BY RETKO GROUP LLC AT 10 EXECUTIVE DRIVE (TAX PARCEL NO. 02-2-18-32-00-000-030). PROCEED NORTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 237 FEET TO THE NORTHWEST CORNER OF SAID PARCEL. GO EASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 271 FEET TO THE WEST LINE OF 12052 HIGHLAND ROAD (TAX PARCEL NO. 02-2-18-32-00-000-037). PROCEED NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 639 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID PARCEL. GO EASTERLY ALONG SAID WESTERLY EXTENSION AND NORTH LINE A DISTANCE OF 399 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE INTERSECTION WEST LINE OF MATTER DRIVE AND THE NORTH LINE OF 140 MATTER DRIVE (TAX PARCEL NO. 02-2-18-32-00-000-028). PROCEED SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 335 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL. GO SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 269 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL. PROCEED NORTHWESTERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 218 FEET TO THE NORTHWEST CORNER OF SAID PARCEL. GO NORTHEASTERLY ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 426 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE NORTHWEST CORNER OF 37 LINCOLN LANE (TAX PARCEL NO. 02-1-18-29-18-301-001), LOCATED ON THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 143; GO SOUTHEAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 398 FEET TO THE NORTHEAST CORNER OF 55 LINCOLN LANE (TAX PARCEL NO. 02-1-18-29-18-301-014); PROCEED SOUTH ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 46 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; GO WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 144 FEET TO THE EAST RIGHT OF WAY LINE OF LINCOLN LANE; PROCEED SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 43 FEET TO THE POINT OF INTERSECT WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF 38 LINCOLN LANE (TAX PARCEL NO. 02-1-18-29-18-301-002); GO WESTERLY ALONG SAID EASTERLY EXTENSION AND SOUTH LINE A DISTANCE OF 203 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; PROCEED NORTHERLY ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 284 FEET TO THE POINT OF BEGINNING.

INCLUDING: BEGINNING AT THE SOUTHWEST CORNER OF FRANK WATSON PARKWAY AND SPORTSMAN ROAD. PROCEED WEST ALONG SPORTSMAN ROAD TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF A TRACT OF LAND OWNED BY STEVEN SCHMITT (TAX PARCEL ID NO. 02-1-18-31-00-000-009) (67.93 ACRE). GO NORTH ALONG SAID WEST LINE AND THE SOUTHERLY PROLONGATION THEREOF, AND CONTINUING NORTH ALONG THE WEST LINE OF A TRACT OF LAND OWNED BY SALLY RAEBER (TAX PARCEL ID NO. 02-1-18-31-00-000-008) AND CONTINUING FURTHER NORTH ALONG THE WEST LINE OF NORTH HILL TERRACE SUBDIVISION TO THE NORTH LINE OF SAID SUBDIVISION. PROCEED EAST ALONG SAID NORTH LINE TO THE WEST LINE OF A TRACT OF LAND OWNED BY THE CITY OF HIGHLAND (TAX PARCEL ID NO. 02-1-18-31-00-000-009.004) (9.14 ACRE). GO NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID CITY PARCEL. PROCEED EAST ALONG SAID NORTH LINE AND THE EASTERLY PROLONGATION THEREOF TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID SCHMITT TRACT. GO SOUTH ALONG SAID EAST LINE AND THE NORTHERLY PROLONGATION THEREOF TO THE SOUTH LINE OF SPORTSMAN ROAD. PROCEED WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF CROWN POINTE APARTMENTS (TAX PARCEL ID NO. 02-1-18-31-00-000-011 & 011.001). GO SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID PARCEL. PROCEED WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF TWO TRACTS OF LAND OWNED IN TRUST BY BONNIE MCGINLEY (TAX PARCEL ID NOS. 02-1-18-31-00-000-012 & 018.001) (3.5 ACRE & 5.18 ACRE, RESPECTIVELY). GO SOUTH ALONG SAID WEST LINE TO THE NORTHWESTERLY LINE OF US HIGHWAY 40. PROCEED SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE EAST LINE OF THE RETKO GROUP LLC PARCEL (TAX PARCEL ID NO. 02-1-18-32-00-000-018)(15.42 ACRE). GO NORTH ALONG SAID EAST LINE, WEST ALONG THE NORTH LINE OF SAID RETKO GROUP LLC PARCEL, AND SOUTH ALONG THE WEST LINE OF SAID RETKO GROUP PARCEL TO COMMERCE DRIVE. PROCEED WEST ALONG COMMERCE DRIVE TO THE WEST LINE OF FRANK WATSON PARKWAY. GO NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCLUDING: ALL OF VILLA PARK DRIVE AND THE MULTI-FAMILY PROPERTIES AT 2628, 2629, 2636, 2637, 2644 AND 2645 VILLA PARK DRIVE (TAX PARCEL ID NOS. 02-2-18-32-02-202-017, 010, 011, 012, 013, 014 & 015).

EXCLUDING: BEGINNING AT THE SOUTHWEST CORNER OF 520 SUPPIGER WAY (TAX PARCEL ID NO. 02-2-18-32-02-201-014). PROCEED NORTH ALONG THE WEST LINE OF SAID PARCEL, THEN EAST ALONG THE NORTH LINE OF SAID PARCEL AND THE NORTH LINE OF 500 SUPPIGER WAY (TAX PARCEL ID NO. 02-2-18-32-02-201-015) TO THE SOUTHEASTERLY LINE OF 500 SUPPIGER WAY. GO SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWESTERLY LINE OF SUPPIGER WAY. PROCEED SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE SOUTH LINE OF A VACANT LOT (TAX PARCEL ID NO. 02-2-18-32-02-201-023). GO WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF 515-555 SUPPIGER WAY (TAX PARCEL ID NOS. 02-2-18-32-02-201-023.01 & 02-2-18-32-02-201-022.1) TO THE WEST LINE OF SAID PARCELS. PROCEED NORTH ALONG SAID WEST LINES, ACROSS SUPPIGER WAY TO THE POINT OF BEGINNING.

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APPENDIX C

PARCEL ID LIST

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APPENDIX C - PARCEL ID LIST (EXISTING AREA)

01-1-24-04-05-101-003	01-2-24-05-06-101-004	01-2-24-05-06-103-034	01-2-24-05-07-201-016
01-1-24-04-05-101-003.002	01-2-24-05-06-101-005	01-2-24-05-06-103-035	01-2-24-05-07-201-017
01-1-24-04-05-101-004	01-2-24-05-06-101-006	01-2-24-05-06-104-001	01-2-24-05-07-201-018
01-1-24-04-05-101-006	01-2-24-05-06-101-007	01-2-24-05-06-104-002	01-2-24-05-07-201-019
01-1-24-04-05-101-006.001	01-2-24-05-06-101-008	01-2-24-05-06-104-003	01-2-24-05-07-201-020
01-1-24-06-00-000-004.001	01-2-24-05-06-101-018	01-2-24-05-06-104-004	01-2-24-05-07-201-021
01-1-24-06-00-000-010	01-2-24-05-06-101-020	01-2-24-05-06-104-005	01-2-24-05-07-201-022
01-1-24-06-00-000-010.001	01-2-24-05-06-101-021	01-2-24-05-06-104-006	01-2-24-05-07-201-023
01-1-24-06-12-201-034	01-2-24-05-06-101-022	01-2-24-05-06-104-007	01-2-24-05-07-201-024
01-1-24-06-12-201-035	01-2-24-05-06-101-023	01-2-24-05-06-104-008	01-2-24-05-07-201-024.001
01-2-24-05-05-103-001	01-2-24-05-06-101-024	01-2-24-05-06-104-009	01-2-24-05-07-201-025
01-2-24-05-05-103-002	01-2-24-05-06-101-025	01-2-24-05-06-104-010	01-2-24-05-07-202-009
01-2-24-05-05-103-003	01-2-24-05-06-101-026	01-2-24-05-06-104-011	01-2-24-05-07-202-010
01-2-24-05-05-103-005	01-2-24-05-06-101-027	01-2-24-05-06-104-012	01-2-24-05-07-202-011
01-2-24-05-05-103-006	01-2-24-05-06-101-028	01-2-24-05-06-104-013	01-2-24-05-07-202-012
01-2-24-05-05-103-007	01-2-24-05-06-101-029	01-2-24-05-06-104-014	01-2-24-05-07-202-013
01-2-24-05-05-103-008	01-2-24-05-06-101-030	01-2-24-05-06-104-016	01-2-24-05-07-202-014
01-2-24-05-05-103-009	01-2-24-05-06-101-031	01-2-24-05-06-104-017	01-2-24-05-07-202-015
01-2-24-05-05-103-010	01-2-24-05-06-102-021	01-2-24-05-06-104-018	01-2-24-05-07-202-016
01-2-24-05-05-103-011	01-2-24-05-06-102-022	01-2-24-05-06-104-019	01-2-24-05-07-202-017
01-2-24-05-05-103-012	01-2-24-05-06-102-023	01-2-24-05-06-104-020	01-2-24-05-07-202-018
01-2-24-05-05-103-013	01-2-24-05-06-102-024	01-2-24-05-06-104-021	01-2-24-05-07-202-019
01-2-24-05-05-103-014	01-2-24-05-06-102-025	01-2-24-05-06-104-022	01-2-24-05-07-202-020
01-2-24-05-05-103-015	01-2-24-05-06-102-026	01-2-24-05-06-104-023	01-2-24-05-07-202-021
01-2-24-05-05-103-016	01-2-24-05-06-102-027	01-2-24-05-06-104-025	01-2-24-05-07-202-022
01-2-24-05-05-103-017	01-2-24-05-06-102-028	01-2-24-05-06-104-026	01-2-24-05-07-202-023
01-2-24-05-05-103-018	01-2-24-05-06-102-029	01-2-24-05-06-104-027	01-2-24-05-07-202-024
01-2-24-05-05-103-019	01-2-24-05-06-102-030	01-2-24-05-06-104-028	01-2-24-05-07-202-024.001
01-2-24-05-05-103-020	01-2-24-05-06-102-031	01-2-24-05-06-104-029	01-2-24-05-07-202-025
01-2-24-05-05-103-021	01-2-24-05-06-102-032	01-2-24-05-06-104-030	01-2-24-05-07-202-026
01-2-24-05-05-103-022	01-2-24-05-06-102-033	01-2-24-05-06-104-032	01-2-24-05-07-202-027
01-2-24-05-05-103-023	01-2-24-05-06-102-034	01-2-24-05-06-104-033	01-2-24-05-07-202-028
01-2-24-05-05-103-024	01-2-24-05-06-102-035	01-2-24-05-06-104-034	01-2-24-05-07-202-029
01-2-24-05-05-103-025	01-2-24-05-06-102-036	01-2-24-05-06-104-035	01-2-24-05-07-202-030
01-2-24-05-05-103-026	01-2-24-05-06-103-011	01-2-24-05-06-104-036	01-2-24-05-07-202-031
01-2-24-05-05-103-027	01-2-24-05-06-103-012	01-2-24-05-06-104-037	01-2-24-05-07-202-031.001
01-2-24-05-05-103-028	01-2-24-05-06-103-013	01-2-24-05-06-104-038	01-2-24-05-07-202-031.002
01-2-24-05-05-103-031	01-2-24-05-06-103-014	01-2-24-05-06-104-039	01-2-24-05-07-202-032
01-2-24-05-05-103-032	01-2-24-05-06-103-015	01-2-24-05-06-104-040	01-2-24-05-07-202-033
01-2-24-05-05-103-033	01-2-24-05-06-103-016	01-2-24-05-06-104-041	01-2-24-05-07-202-034
01-2-24-05-05-103-034	01-2-24-05-06-103-017	01-2-24-05-06-104-042	01-2-24-05-07-202-034.001
01-2-24-05-05-103-035	01-2-24-05-06-103-018	01-2-24-05-06-104-043	01-2-24-05-07-203-013
01-2-24-05-05-103-036.12C	01-2-24-05-06-103-019	01-2-24-05-06-104-043.001	01-2-24-05-07-203-014
01-2-24-05-05-103-036.13C	01-2-24-05-06-103-020	01-2-24-05-06-104-044	01-2-24-05-07-203-015
01-2-24-05-05-103-036.14C	01-2-24-05-06-103-021	01-2-24-05-06-104-045	01-2-24-05-07-203-016
01-2-24-05-05-103-036.15C	01-2-24-05-06-103-021.001	01-2-24-05-06-104-046	01-2-24-05-07-203-017
01-2-24-05-05-103-036.16C	01-2-24-05-06-103-022	01-2-24-05-06-104-047	01-2-24-05-07-203-019
01-2-24-05-05-103-036.17C	01-2-24-05-06-103-023	01-2-24-05-06-104-048	01-2-24-05-07-203-020
01-2-24-05-05-103-036.18C	01-2-24-05-06-103-025	01-2-24-05-06-104-049	01-2-24-05-07-203-021
01-2-24-05-05-103-036.19C	01-2-24-05-06-103-025.001	01-2-24-05-07-201-009	01-2-24-05-07-203-022
01-2-24-05-05-103-036.20C	01-2-24-05-06-103-027	01-2-24-05-07-201-010	01-2-24-05-07-203-023
01-2-24-05-05-103-036.21C	01-2-24-05-06-103-029	01-2-24-05-07-201-011	01-2-24-05-07-203-024
01-2-24-05-05-103-037	01-2-24-05-06-103-030	01-2-24-05-07-201-012	01-2-24-05-07-203-025
01-2-24-05-06-101-001	01-2-24-05-06-103-031	01-2-24-05-07-201-013	01-2-24-05-07-203-026
01-2-24-05-06-101-002	01-2-24-05-06-103-032	01-2-24-05-07-201-014	01-2-24-05-07-203-027
01-2-24-05-06-101-003	01-2-24-05-06-103-033	01-2-24-05-07-201-015	01-2-24-05-07-203-028

APPENDIX C - PARCEL ID LIST (EXISTING AREA, CONT.)

01-2-24-05-07-203-029	01-2-24-05-08-202-032	01-2-24-05-11-202-001	02-1-18-32-00-000-021.006
01-2-24-05-07-203-030	01-2-24-05-08-202-033	01-2-24-05-11-202-002	02-1-18-32-00-000-022
01-2-24-05-07-203-031	01-2-24-05-08-202-034	01-2-24-05-11-202-003	02-1-18-32-00-000-022.004
01-2-24-05-07-203-032	01-2-24-05-08-202-035	01-2-24-05-11-202-004	02-1-18-32-00-000-022.008
01-2-24-05-07-203-033	01-2-24-05-08-202-036	01-2-24-05-11-202-007	02-1-18-32-00-000-022.009
01-2-24-05-07-203-034	01-2-24-05-08-202-037	01-2-24-05-11-202-008	02-1-18-32-00-000-022.C00
01-2-24-05-07-203-035	01-2-24-05-08-203-013	01-2-24-05-11-202-009	02-1-18-32-00-000-023
01-2-24-05-07-203-039	01-2-24-05-08-203-014	01-2-24-06-00-000-009	02-1-18-32-02-201-001
01-2-24-05-07-203-040	01-2-24-05-08-203-015	01-2-24-06-00-000-011	02-1-18-32-02-201-001.001
01-2-24-05-08-201-013	01-2-24-05-08-203-016	01-2-24-06-00-000-014.001	02-1-18-32-02-201-002
01-2-24-05-08-201-014	01-2-24-05-08-203-018	01-2-24-06-00-000-028	02-1-18-32-02-201-003
01-2-24-05-08-201-015	01-2-24-05-08-203-019	01-2-24-06-00-000-029	02-1-18-32-02-201-004
01-2-24-05-08-201-016	01-2-24-05-08-203-020	01-2-24-06-00-000-030	02-1-18-32-02-201-007
01-2-24-05-08-201-017	01-2-24-05-08-203-021	01-2-24-06-00-000-031	02-1-18-32-02-202-005
01-2-24-05-08-201-018	01-2-24-05-08-203-022	01-2-24-06-00-000-032	02-1-18-32-13-301-018
01-2-24-05-08-201-019	01-2-24-05-08-203-023	01-2-24-06-00-000-033	02-1-18-32-14-301-001
01-2-24-05-08-201-020	01-2-24-05-08-203-024	01-2-24-06-00-000-034	02-1-18-32-14-301-002
01-2-24-05-08-201-021	01-2-24-05-08-203-025	01-2-24-06-08-201-003	02-1-18-32-14-301-004
01-2-24-05-08-201-022	01-2-24-05-08-203-026	01-2-24-06-08-201-008	02-1-18-32-14-301-005
01-2-24-05-08-201-023	01-2-24-05-08-203-027	01-2-24-06-08-201-009	02-1-18-32-14-301-006
01-2-24-05-08-201-024	01-2-24-05-08-203-028	01-2-24-06-08-201-010	02-1-18-32-14-301-006.001
01-2-24-05-08-201-025	01-2-24-05-08-204-007	01-2-24-06-08-202-002	02-1-18-32-14-301-006.002
01-2-24-05-08-201-026	01-2-24-05-08-204-008	01-2-24-06-08-202-002.001	02-1-18-32-14-301-017
01-2-24-05-08-201-027	01-2-24-05-08-204-009	01-2-24-06-08-202-006	02-1-18-32-14-301-017.001
01-2-24-05-08-201-028	01-2-24-05-08-204-010	01-2-24-06-12-201-002	02-1-18-32-15-401-001
01-2-24-05-08-201-029	01-2-24-05-08-204-011	01-2-24-06-12-201-003	02-1-18-32-16-401-005.001
01-2-24-05-08-201-030	01-2-24-05-08-204-011.001	01-2-24-06-12-201-003.001	02-1-18-32-16-401-005.002
01-2-24-05-08-201-031	01-2-24-05-08-204-012	01-2-24-06-12-201-007	02-1-18-32-16-401-012.001
01-2-24-05-08-201-032	01-2-24-05-08-204-013	01-2-24-06-12-201-008	02-1-18-32-16-401-904
01-2-24-05-08-201-033	01-2-24-05-08-204-014	01-2-24-06-12-201-018	02-1-18-32-18-301-005
01-2-24-05-08-201-039	01-2-24-05-08-204-015	01-2-24-06-12-201-019	02-1-18-32-18-301-006
01-2-24-05-08-201-040	01-2-24-05-08-204-016	01-2-24-06-12-201-020	02-1-18-32-18-302-904
01-2-24-05-08-201-041	01-2-24-05-08-204-016.001	01-2-24-06-12-201-021	02-1-18-32-19-402-012
01-2-24-05-08-201-042	01-2-24-05-08-204-017	01-2-24-06-12-201-022	02-1-18-32-19-402-013
01-2-24-05-08-201-043	01-2-24-05-08-204-017.001	01-2-24-06-12-201-023	02-1-18-32-19-402-014
01-2-24-05-08-201-045	01-2-24-05-08-204-018	01-2-24-06-12-201-024	02-1-18-32-19-402-904
01-2-24-05-08-201-046	01-2-24-05-08-204-018.001	01-2-24-06-12-201-025	02-1-18-32-20-401-904
01-2-24-05-08-202-012	01-2-24-05-08-204-019	01-2-24-06-12-201-027	02-1-18-32-20-402-001
01-2-24-05-08-202-012.001	01-2-24-05-08-204-019.001	01-2-24-06-12-201-028	02-1-18-33-00-000-001
01-2-24-05-08-202-013	01-2-24-05-08-204-020	01-2-24-06-12-201-029	02-1-18-33-00-000-001.002
01-2-24-05-08-202-014	01-2-24-05-08-204-022	02-1-18-29-13-303-004	02-1-18-33-00-000-001.003
01-2-24-05-08-202-015	01-2-24-05-08-204-023	02-1-18-29-17-301-003.002	02-1-18-33-00-000-016.001
01-2-24-05-08-202-016	01-2-24-05-08-204-024	02-1-18-29-18-301-015	02-1-18-33-00-000-016.002
01-2-24-05-08-202-017	01-2-24-05-08-204-025	02-1-18-29-18-301-015.001	02-1-18-33-00-000-016.003
01-2-24-05-08-202-020	01-2-24-05-08-204-026	02-1-18-29-18-301-016	02-1-18-33-00-000-016.004
01-2-24-05-08-202-021	01-2-24-05-08-204-027	02-1-18-29-18-301-017	02-1-18-33-00-000-016.005
01-2-24-05-08-202-022	01-2-24-05-09-101-002	02-1-18-29-18-301-018	02-1-18-33-00-000-016.006
01-2-24-05-08-202-023	01-2-24-05-09-101-003	02-1-18-29-18-301-019	02-1-18-33-00-000-016.009
01-2-24-05-08-202-024	01-2-24-05-09-101-004	02-1-18-29-18-301-020	02-1-18-33-00-000-016.010
01-2-24-05-08-202-025	01-2-24-05-11-201-003	02-1-18-29-18-301-025	02-2-18-29-03-301-001
01-2-24-05-08-202-026	01-2-24-05-11-201-004	02-1-18-31-00-000-010	02-2-18-29-03-301-002
01-2-24-05-08-202-026.001	01-2-24-05-11-201-005	02-1-18-31-00-000-010.001	02-2-18-29-03-301-003
01-2-24-05-08-202-028	01-2-24-05-11-201-006	02-1-18-31-00-000-012	02-2-18-29-03-301-004
01-2-24-05-08-202-029	01-2-24-05-11-201-007	02-1-18-31-00-000-018	02-2-18-29-03-301-005
01-2-24-05-08-202-030	01-2-24-05-11-201-008	02-1-18-31-00-000-018.001	02-2-18-29-18-301-021
01-2-24-05-08-202-031	01-2-24-05-11-201-009	02-1-18-32-00-000-021.001	02-2-18-29-18-301-022

APPENDIX C - PARCEL ID LIST (EXISTING AREA, CONT.)

02-2-18-29-18-301-023	02-2-18-32-02-202-027	02-2-18-32-15-401-026	02-2-18-32-18-301-028
02-2-18-29-18-301-024	02-2-18-32-02-202-028	02-2-18-32-15-401-027	02-2-18-32-18-302-004
02-2-18-29-18-301-030	02-2-18-32-02-202-029	02-2-18-32-15-401-028	02-2-18-32-18-302-006
02-2-18-29-18-301-031	02-2-18-32-02-202-030	02-2-18-32-15-401-029	02-2-18-32-18-302-018
02-2-18-29-18-301-033	02-2-18-32-02-202-031	02-2-18-32-15-401-030	02-2-18-32-18-302-019
02-2-18-31-00-000-018.004	02-2-18-32-02-202-032	02-2-18-32-15-401-031	02-2-18-32-18-302-020
02-2-18-31-00-000-018.005	02-2-18-32-13-301-001	02-2-18-32-15-401-032	02-2-18-32-18-302-021
02-2-18-31-00-000-047	02-2-18-32-13-301-003	02-2-18-32-15-402-023	02-2-18-32-18-302-022
02-2-18-32-00-000-017	02-2-18-32-13-301-005	02-2-18-32-15-402-029	02-2-18-32-18-302-023
02-2-18-32-00-000-018	02-2-18-32-13-301-007	02-2-18-32-16-401-006.001	02-2-18-32-18-302-024
02-2-18-32-00-000-019	02-2-18-32-13-301-008	02-2-18-32-16-401-006.002	02-2-18-32-18-302-024.001
02-2-18-32-00-000-020	02-2-18-32-13-301-009	02-2-18-32-16-401-007	02-2-18-32-18-302-025.001
02-2-18-32-00-000-021.004	02-2-18-32-13-301-010	02-2-18-32-16-401-007.001	02-2-18-32-18-302-026
02-2-18-32-00-000-021.005	02-2-18-32-13-301-011	02-2-18-32-16-401-009	02-2-18-32-18-302-026.001
02-2-18-32-00-000-022.002	02-2-18-32-13-301-012	02-2-18-32-16-401-009.001	02-2-18-32-19-401-001
02-2-18-32-00-000-023.002	02-2-18-32-13-301-013	02-2-18-32-16-401-010	02-2-18-32-19-401-002
02-2-18-32-00-000-023.003	02-2-18-32-13-301-014	02-2-18-32-16-401-010.001	02-2-18-32-19-401-003
02-2-18-32-00-000-026	02-2-18-32-13-301-015	02-2-18-32-16-401-010.002	02-2-18-32-19-401-004
02-2-18-32-00-000-027.001	02-2-18-32-13-301-015.001	02-2-18-32-16-401-010.003	02-2-18-32-19-401-005
02-2-18-32-00-000-032	02-2-18-32-13-301-016	02-2-18-32-16-401-013	02-2-18-32-19-401-006
02-2-18-32-00-000-033	02-2-18-32-13-301-017	02-2-18-32-16-401-014	02-2-18-32-19-401-007
02-2-18-32-00-000-033.001	02-2-18-32-14-301-003	02-2-18-32-16-401-015	02-2-18-32-19-401-008
02-2-18-32-00-000-034	02-2-18-32-14-301-007	02-2-18-32-16-401-016	02-2-18-32-19-401-009
02-2-18-32-00-000-038	02-2-18-32-14-301-007.001	02-2-18-32-16-401-016.001	02-2-18-32-19-402-006
02-2-18-32-00-000-038.001	02-2-18-32-14-301-010	02-2-18-32-16-401-017	02-2-18-32-19-402-009
02-2-18-32-00-000-039	02-2-18-32-14-301-010.001	02-2-18-32-16-401-017.001	02-2-18-32-19-402-010.001
02-2-18-32-00-000-040	02-2-18-32-14-301-011	02-2-18-32-16-401-018	02-2-18-32-19-403-001
02-2-18-32-00-000-041	02-2-18-32-14-301-012	02-2-18-32-16-401-019	02-2-18-32-19-403-002
02-2-18-32-02-201-005	02-2-18-32-14-301-013	02-2-18-32-16-401-019.001	02-2-18-32-19-403-002.001
02-2-18-32-02-201-006	02-2-18-32-15-401-002	02-2-18-32-16-401-020	02-2-18-32-19-403-002.002
02-2-18-32-02-201-013	02-2-18-32-15-401-002.001	02-2-18-32-16-401-021	02-2-18-32-19-403-003
02-2-18-32-02-201-016	02-2-18-32-15-401-002.002	02-2-18-32-16-401-022	02-2-18-32-19-403-004
02-2-18-32-02-201-017	02-2-18-32-15-401-002.003	02-2-18-32-16-401-023	02-2-18-32-19-403-005
02-2-18-32-02-201-018	02-2-18-32-15-401-002.004	02-2-18-32-16-401-024	02-2-18-32-19-403-006
02-2-18-32-02-201-019.01C	02-2-18-32-15-401-002.005	02-2-18-32-16-401-025	02-2-18-32-19-403-007
02-2-18-32-02-201-019.02C	02-2-18-32-15-401-002.006	02-2-18-32-16-401-026	02-2-18-32-19-403-013
02-2-18-32-02-201-020.01C	02-2-18-32-15-401-002.010	02-2-18-32-16-401-027	02-2-18-32-19-403-014
02-2-18-32-02-201-020.02C	02-2-18-32-15-401-002.011	02-2-18-32-16-401-029	02-2-18-32-19-403-015
02-2-18-32-02-201-021	02-2-18-32-15-401-002.012	02-2-18-32-16-401-030	02-2-18-32-19-403-016
02-2-18-32-02-201-024	02-2-18-32-15-401-002.013	02-2-18-32-16-401-031	02-2-18-32-19-403-017
02-2-18-32-02-201-025	02-2-18-32-15-401-002.014	02-2-18-32-16-401-032	02-2-18-32-19-403-018
02-2-18-32-02-201-026	02-2-18-32-15-401-002.015	02-2-18-32-16-401-033	02-2-18-32-19-403-019
02-2-18-32-02-201-027	02-2-18-32-15-401-002.018	02-2-18-32-16-401-033.001	02-2-18-32-20-401-005
02-2-18-32-02-201-036	02-2-18-32-15-401-003	02-2-18-32-16-401-034	02-2-18-32-20-401-007
02-2-18-32-02-201-037	02-2-18-32-15-401-004	02-2-18-32-16-401-035	02-2-18-33-00-000-040
02-2-18-32-02-202-008	02-2-18-32-15-401-005	02-2-18-32-18-301-014	02-2-18-33-00-000-041
02-2-18-32-02-202-009	02-2-18-32-15-401-007	02-2-18-32-18-301-015	02-2-18-33-00-000-042
02-2-18-32-02-202-016	02-2-18-32-15-401-010	02-2-18-32-18-301-019	
02-2-18-32-02-202-018	02-2-18-32-15-401-011	02-2-18-32-18-301-020	
02-2-18-32-02-202-019	02-2-18-32-15-401-012	02-2-18-32-18-301-021	
02-2-18-32-02-202-021	02-2-18-32-15-401-013	02-2-18-32-18-301-022	
02-2-18-32-02-202-022	02-2-18-32-15-401-017	02-2-18-32-18-301-023	
02-2-18-32-02-202-023	02-2-18-32-15-401-022	02-2-18-32-18-301-024	
02-2-18-32-02-202-024	02-2-18-32-15-401-023	02-2-18-32-18-301-025	
02-2-18-32-02-202-025	02-2-18-32-15-401-024	02-2-18-32-18-301-026	
02-2-18-32-02-202-026	02-2-18-32-15-401-025	02-2-18-32-18-301-027	

APPENDIX C - PARCEL ID LIST (AMENDED AREA)

01-2-24-06-08-201-001	02-1-18-31-00-000-018.006
01-2-24-06-08-202-004	02-1-18-31-00-000-018.007
01-2-24-06-12-201-001	02-1-18-32-00-000-001.001
02-1-18-29-17-301-003	02-1-18-32-00-000-001.004
02-1-18-29-17-301-003.001	02-1-18-32-00-000-001.005
02-1-18-29-18-301-001	02-1-18-32-00-000-001.006
02-1-18-29-18-301-002	02-1-18-32-00-000-021
02-1-18-29-18-301-014	02-1-18-32-00-000-021.002
02-1-18-31-00-000-008	02-1-18-32-00-000-024
02-1-18-31-00-000-008.005	02-1-18-32-02-202-006
02-1-18-31-00-000-009	02-2-18-31-00-000-008.001
02-1-18-31-00-000-009.001	02-2-18-31-00-000-048
02-1-18-31-00-000-009.003	02-2-18-31-00-000-049
02-1-18-31-00-000-009.004	02-2-18-31-00-000-050
02-1-18-31-00-000-011	02-2-18-32-00-000-028
02-1-18-31-00-000-011.001	02-2-18-32-00-000-030
02-1-18-31-00-000-011.002	02-2-18-32-00-000-035
02-1-18-31-00-000-013.006	02-2-18-32-00-000-037
02-1-18-31-00-000-017.001	

APPENDIX D

ADDRESS LIST

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APPENDIX D - ADDRESS LIST (EXISTING AREA)

1 MATTER	HIGHLAND	62249	1012 LAUREL ST	HIGHLAND	62249
1 WOODCREST DR	HIGHLAND	62249	1012 PESTALOZZI ST	HIGHLAND	62249
10 APEX DR	HIGHLAND	62249	1013 BROADWAY	HIGHLAND	62249
100 EXECUTIVE DR	HIGHLAND	62249	1013 CEDAR ST	HIGHLAND	62249
100 SUPPIGER LN	HIGHLAND	62249	1013 DEAL ST	HIGHLAND	62249
100 WOODCREST DR	HIGHLAND	62249	1013 MAIN ST	HIGHLAND	62249
1000 9TH ST	HIGHLAND	62249	1014 LAUREL ST	HIGHLAND	62249
1000 BEECH ST	HIGHLAND	62249	1014 PINE ST	HIGHLAND	62249
1000 BROADWAY	HIGHLAND	62249	1015 LEMON ST	HIGHLAND	62249
1000 CEDAR ST	HIGHLAND	62249	1015 MULBERRY ST	HIGHLAND	62249
1000 DEAL ST	HIGHLAND	62249	1015 WALNUT ST	HIGHLAND	62249
1000 LAUREL ST	HIGHLAND	62249	1015 WASHINGTON ST	HIGHLAND	62249
1000 OLIVE ST	HIGHLAND	62249	1016 BEECH ST	HIGHLAND	62249
1000 PINE ST	HIGHLAND	62249	1016 BROADWAY	HIGHLAND	62249
1000 ZSCHOKKE ST	HIGHLAND	62249	1016 DEAL ST	HIGHLAND	62249
1001 BROADWAY	HIGHLAND	62249	1016 LAUREL ST	HIGHLAND	62249
1001 CEDAR ST	HIGHLAND	62249	1016 PINE ST	HIGHLAND	62249
1001 DEAL ST	HIGHLAND	62249	1017 BROADWAY	HIGHLAND	62249
1001 MAIN ST	HIGHLAND	62249	1017 CEDAR ST	HIGHLAND	62249
1001 WASHINGTON ST	HIGHLAND	62249	1017 MAIN ST	HIGHLAND	62249
1001 ZSCHOKKE ST	HIGHLAND	62249	1017 PINE ST	HIGHLAND	62249
1002 CHESTNUT ST	HIGHLAND	62249	1018 9TH ST	HIGHLAND	62249
1002 MAIN ST	HIGHLAND	62249	1018 LAUREL ST	HIGHLAND	62249
1003 BROADWAY	HIGHLAND	62249	1019 BROADWAY	HIGHLAND	62249
1004 9TH ST	HIGHLAND	62249	102 EXECUTIVE DR	HIGHLAND	62249
1004 BEECH ST	HIGHLAND	62249	1020 9TH ST	HIGHLAND	62249
1004 CEDAR ST	HIGHLAND	62249	1020 BEECH ST	HIGHLAND	62249
1004 MULBERRY ST	HIGHLAND	62249	1020 LAUREL ST	HIGHLAND	62249
1005 12TH ST	HIGHLAND	62249	1021 DEAL ST	HIGHLAND	62249
1005 CEDAR ST	HIGHLAND	62249	1023 BROADWAY	HIGHLAND	62249
1005 WASHINGTON ST	HIGHLAND	62249	1024 BEECH ST	HIGHLAND	62249
1006 WALNUT ST	HIGHLAND	62249	1025 BROADWAY	HIGHLAND	62249
1007 BROADWAY	HIGHLAND	62249	105 SUPPIGER LN	HIGHLAND	62249
1007 MAIN ST	HIGHLAND	62249	105 SUPPINGER RD	HIGHLAND	62249
1007 PESTALOZZI ST	HIGHLAND	62249	1090 BROADWAY	HIGHLAND	62249
1007 WASHINGTON ST	HIGHLAND	62249	110 EXECUTIVE DR	HIGHLAND	62249
1008 9TH ST	HIGHLAND	62249	110 WALNUT ST	HIGHLAND	62249
1008 BEECH ST	HIGHLAND	62249	110 WOODCREST DR	HIGHLAND	62249
1008 BROADWAY	HIGHLAND	62249	1100 5TH ST	HIGHLAND	62249
1008 DEAL ST	HIGHLAND	62249	1100 9TH ST	HIGHLAND	62249
1008 LAUREL ST	HIGHLAND	62249	1100 BROADWAY	HIGHLAND	62249
1009 BEECH ST	HIGHLAND	62249	1100 MAIN ST	HIGHLAND	62249
1009 CEDAR ST	HIGHLAND	62249	1100 MERCANTILE DR	HIGHLAND	62249
1009 DEAL ST	HIGHLAND	62249	1101 BROADWAY	HIGHLAND	62249
1009 WASHINGTON ST	HIGHLAND	62249	1101 MAIN ST	HIGHLAND	62249
1009 ZSCHOKKE ST	HIGHLAND	62249	1105 BROADWAY	HIGHLAND	62249
101 FOREST DR	HIGHLAND	62249	1105 MAIN ST	HIGHLAND	62249
101 WALNUT ST	HIGHLAND	62249	1106 9TH ST	HIGHLAND	62249
1010 CEDAR ST	HIGHLAND	62249	1106 BROADWAY	HIGHLAND	62249
1010 LAUREL ST	HIGHLAND	62249	1106 NEW TRENTON RD	HIGHLAND	62249
1010 LEMON ST	HIGHLAND	62249	1108 9TH ST	HIGHLAND	62249
1010 MULBERRY ST	HIGHLAND	62249	1108 BROADWAY	HIGHLAND	62249
1010 WALNUT ST	HIGHLAND	62249	1108 LEMON ST	HIGHLAND	62249
1011 BROADWAY	HIGHLAND	62249	1108 OLIVE ST	HIGHLAND	62249
1011 MAIN ST	HIGHLAND	62249	1109 MAIN ST	HIGHLAND	62249
1011 WASHINGTON ST	HIGHLAND	62249	111 WALNUT ST	HIGHLAND	62249
1011 ZBINDEN	HIGHLAND	62249	1110 LAUREL ST	HIGHLAND	62249
1012 9TH ST	HIGHLAND	62249	1110 MAIN ST	HIGHLAND	62249
1012 BEECH ST	HIGHLAND	62249	1110 MERCANTILE DR	HIGHLAND	62249
1012 DEAL ST	HIGHLAND	62249	1110 WASHINGTON ST	HIGHLAND	62249

APPENDIX D - ADDRESS LIST (EXISTING AREA, CONT.)

1111 BROADWAY	HIGHLAND	62249	12455 STATE ROUTE 143	HIGHLAND	62249
1112 9TH ST	HIGHLAND	62249	12475 STATE ROUTE 143	HIGHLAND	62249
1112 WALNUT ST	HIGHLAND	62249	12495 STATE ROUTE 143	HIGHLAND	62249
1112 ZSCHOKKE ST	HIGHLAND	62249	1250 MERCANTILE DR	HIGHLAND	62249
1113 MAIN ST	HIGHLAND	62249	12515 STATE ROUTE 143	HIGHLAND	62249
1114 MAIN ST	HIGHLAND	62249	12516 SPORTSMAN RD	HIGHLAND	62249
1115 12TH ST	HIGHLAND	62249	12531 SPORTSMAN RD	HIGHLAND	62249
1115 BROADWAY	HIGHLAND	62249	12532 SPORTSMAN RD	HIGHLAND	62249
1117 LAUREL ST	HIGHLAND	62249	12540 SPORTSMAN RD	HIGHLAND	62249
1117 MAIN ST	HIGHLAND	62249	12545 ROUTE 143	HIGHLAND	62249
1117 WASHINGTON ST	HIGHLAND	62249	12545 STATE ROUTE 143	HIGHLAND	62249
1119 12TH ST	HIGHLAND	62249	12547 IL RT 143	HIGHLAND	62249
1119 WASHINGTON ST	HIGHLAND	62249	12547 ROUTE 143	HIGHLAND	62249
1120 9TH ST	HIGHLAND	62249	12547 STATE ROUTE 143	HIGHLAND	62249
1121 MAIN ST	HIGHLAND	62249	12551 HWY 143	HIGHLAND	62249
1122 BROADWAY	HIGHLAND	62249	12551 STATE ROUTE 143	HIGHLAND	62249
113 BROADWAY	HIGHLAND	62249	12556 STATE ROUTE 143	HIGHLAND	62249
1130 NEW TRENTON RD	HIGHLAND	62249	12560 SPORTSMAN RD	HIGHLAND	62249
115 EXECUTIVE DR	HIGHLAND	62249	12563 US HIGHWAY 40	HIGHLAND	62249
115 MATTER DR	HIGHLAND	62249	12565 STATE ROUTE 143	HIGHLAND	62249
118 WALNUT ST	HIGHLAND	62249	12571 STATE ROUTE 143	HIGHLAND	62249
119 BROADWAY	HIGHLAND	62249	12587 STATE ROUTE 143	HIGHLAND	62249
120 EXECUTIVE DR	HIGHLAND	62249	12591 STATE ROUTE 143	HIGHLAND	62249
120 MATTER DR	HIGHLAND	62249	12595 ILL RTE 143	HIGHLAND	62249
1200 BROADWAY	HIGHLAND	62249	12603 HIGHWAY 143	HIGHLAND	62249
1200 MERCANTILE DR	HIGHLAND	62249	12603 STATE ROUTE 143	HIGHLAND	62249
1201 BROADWAY	HIGHLAND	62249	12609 TROXLER AVE	HIGHLAND	62249
1202 9TH ST	HIGHLAND	62249	12610 STATE ROUTE 143	HIGHLAND	62249
1203 MAIN ST	HIGHLAND	62249	12613 STATE ROUTE 143	HIGHLAND	62249
1204 9TH ST	HIGHLAND	62249	12616 RT 143	HIGHLAND	62249
1204 BROADWAY	HIGHLAND	62249	12616 STATE ROUTE 143	HIGHLAND	62249
1204 MAIN ST	HIGHLAND	62249	12620 STATE ROUTE 143	HIGHLAND	62249
1205 MAIN ST	HIGHLAND	62249	12621 STATE ROUTE 143	HIGHLAND	62249
1208 9TH ST	HIGHLAND	62249	12630 STATE ROUTE 143	HIGHLAND	62249
1208 MAIN ST	HIGHLAND	62249	12631 STATE ROUTE 143	HIGHLAND	62249
1209 MAIN ST	HIGHLAND	62249	12760 TROXLER AVE	HIGHLAND	62249
1212 9TH ST	HIGHLAND	62249	12860 TROXLER AVE	HIGHLAND	62249
1212 MAIN ST	HIGHLAND	62249	12866 TROXLER AVE	HIGHLAND	62249
1213 MAIN ST	HIGHLAND	62249	12990 TROXLER AVE	HIGHLAND	62249
1217 MAIN ST	HIGHLAND	62249	130 WOODCREST DR	HIGHLAND	62249
1218 MAIN ST	HIGHLAND	62249	1300 9TH ST	HIGHLAND	62249
1220 MAIN ST	HIGHLAND	62249	1300 MAIN ST	HIGHLAND	62249
1221 MAIN ST	HIGHLAND	62249	1300 MERCANTILE DR	HIGHLAND	62249
1222 9TH ST	HIGHLAND	62249	1301 BROADWAY	HIGHLAND	62249
1222 BROADWAY	HIGHLAND	62249	1304 BROADWAY	HIGHLAND	62249
1223 BROADWAY	HIGHLAND	62249	1304 MAIN ST	HIGHLAND	62249
12263 HIGHLAND RD	HIGHLAND	62249	1304 MERCANTILE DR	HIGHLAND	62249
12275 HIGHLAND RD	HIGHLAND	62249	1305 MERCANTILE DR	HIGHLAND	62249
123 WALNUT ST	HIGHLAND	62249	1306 9TH ST	HIGHLAND	62249
12311 HIGHLAND RD	HIGHLAND	62249	1308 MAIN ST	HIGHLAND	62249
12323 HIGHLAND RD	HIGHLAND	62249	1309 BROADWAY	HIGHLAND	62249
12335 HIGHLAND RD	HIGHLAND	62249	1311 BROADWAY	HIGHLAND	62249
12347 HIGHLAND RD	HIGHLAND	62249	1312 BROADWAY	HIGHLAND	62249
12359 HIGHLAND RD	HIGHLAND	62249	1312 MERCANTILE DR	HIGHLAND	62249
12365 HIGHLAND RD	HIGHLAND	62249	1315 BROADWAY	HIGHLAND	62249
12377 HIGHLAND RD	HIGHLAND	62249	1315 MAIN ST	HIGHLAND	62249
12441 US HIGHWAY 40	HIGHLAND	62249	1316 BROADWAY	HIGHLAND	62249
12442 SPORTSMAN RD	HIGHLAND	62249	1316 MAIN ST	HIGHLAND	62249
12447 US HIGHWAY 40	HIGHLAND	62249	1316 MERCANTILE DR	HIGHLAND	62249
12448 SPORTSMAN RD	HIGHLAND	62249	1317 MAIN ST	HIGHLAND	62249

APPENDIX D - ADDRESS LIST (EXISTING AREA, CONT.)

1320 BROADWAY	HIGHLAND	62249	193 WOODCREST DR	HIGHLAND	62249
1321 BROADWAY	HIGHLAND	62249	195 WOODCREST DR	HIGHLAND	62249
1321 OLIVE ST	HIGHLAND	62249	2 WOODCREST PROFESSIONAL PARK	HIGHLAND	62249
1326 MERCANTILE DR	HIGHLAND	62249	20 APEX DR	HIGHLAND	62249
1328 MERCANTILE DR	HIGHLAND	62249	20 CENTRAL BLVD	HIGHLAND	62249
13300 STATE ROUTE 40	HIGHLAND	62249	200 PLAZA ST	HIGHLAND	62249
134 WOODCREST DR	HIGHLAND	62249	200 WALNUT ST	HIGHLAND	62249
135 POPLAR ST	HIGHLAND	62249	201 POPLAR ST	HIGHLAND	62249
140 WOODCREST DR	HIGHLAND	62249	201 WALNUT ST	HIGHLAND	62249
1400 BROADWAY	HIGHLAND	62249	202 POPLAR ST	HIGHLAND	62249
1400 MAIN ST	HIGHLAND	62249	204 POPLAR ST	HIGHLAND	62249
1400 MERCANTILE DR	HIGHLAND	62249	206 WALNUT ST	HIGHLAND	62249
1401 BROADWAY	HIGHLAND	62249	207 SUPPIGER LN	HIGHLAND	62249
1402 MERCANTILE DR	HIGHLAND	62249	207 WALNUT ST	HIGHLAND	62249
1404 BROADWAY	HIGHLAND	62249	212 WALNUT ST	HIGHLAND	62249
1405 BROADWAY	HIGHLAND	62249	213 BROADWAY	HIGHLAND	62249
1408 BROADWAY	HIGHLAND	62249	213 WALNUT ST	HIGHLAND	62249
1408 DEAL	HIGHLAND	62249	215 SUPPIGER LN	HIGHLAND	62249
1409 BROADWAY	HIGHLAND	62249	21570 STATE RTE 143	HIGHLAND	62249
1412 9TH ST	HIGHLAND	62249	217 WALNUT ST	HIGHLAND	62249
1412 BROADWAY	HIGHLAND	62249	218 WALNUT ST	HIGHLAND	62249
1416 9TH ST	HIGHLAND	62249	22 CHERRY LN	HIGHLAND	62249
1416 BROADWAY	HIGHLAND	62249	220 LAUREL ST	HIGHLAND	62249
1417 BROADWAY	HIGHLAND	62249	23 CHERRY LN	HIGHLAND	62249
1420 BROADWAY	HIGHLAND	62249	24 CHERRY LN	HIGHLAND	62249
145 WOODCREST DR	HIGHLAND	62249	25 APEX DR	HIGHLAND	62249
15 APEX DR	HIGHLAND	62249	25 CHERRY LN	HIGHLAND	62249
15 CENTRAL BLVD	HIGHLAND	62249	2504 COMMERCE	HIGHLAND	62249
150 MATTER DR	HIGHLAND	62249	26 CHERRY	HIGHLAND	62249
150 WOODCREST DR	HIGHLAND	62249	2600 SPORTSMAN	HIGHLAND	62249
1500 BROADWAY	HIGHLAND	62249	2603 PLAZA DR	HIGHLAND	62249
1500 MAIN ST	HIGHLAND	62249	2610 PLAZA DR	HIGHLAND	62249
1501 9TH ST	HIGHLAND	62249	2615 PLAZA DR	HIGHLAND	62249
1501 BROADWAY	HIGHLAND	62249	2621 VILLA PARK DR	HIGHLAND	62249
1504 BROADWAY	HIGHLAND	62249	2625 PLAZA DR	HIGHLAND	62249
1504 MAIN ST	HIGHLAND	62249	2633 STATE ROUTE 143	HIGHLAND	62249
1505 BROADWAY	HIGHLAND	62249	2635 PLAZA DR	HIGHLAND	62249
1513 9TH ST	HIGHLAND	62249	2636 VILLA DR	HIGHLAND	62249
1513 BROADWAY	HIGHLAND	62249	2643 NORTHTOWN WAY	HIGHLAND	62249
1514 BROADWAY	HIGHLAND	62249	2643 PLAZA DR	HIGHLAND	62249
1515 9TH ST	HIGHLAND	62249	2645 NORTHTOWN WAY	HIGHLAND	62249
1515 BROADWAY	HIGHLAND	62249	2649 NORTHTOWN WAY	HIGHLAND	62249
1516 BROADWAY	HIGHLAND	62249	2650 PLAZA DR	HIGHLAND	62249
1516 MAIN ST	HIGHLAND	62249	2655 NORTHTOWN WAY	HIGHLAND	62249
1518 BROADWAY	HIGHLAND	62249	2661 NORTHTOWN WAY	HIGHLAND	62249
1520 MAIN ST	HIGHLAND	62249	2663 NORTHTOWN WAY	HIGHLAND	62249
1521 9TH ST	HIGHLAND	62249	2670 PLAZA DR	HIGHLAND	62249
1522 BROADWAY	HIGHLAND	62249	2671 NORTHTOWN WAY	HIGHLAND	62249
1522 MAIN ST	HIGHLAND	62249	2675 NORTHTOWN WAY	HIGHLAND	62249
165 WOODCREST DR	HIGHLAND	62249	2683 NORTHTOWN WAY	HIGHLAND	62249
170 WOODCREST DR	HIGHLAND	62249	2702 STATE ROUTE 160	HIGHLAND	62249
180 WOODCREST DR	HIGHLAND	62249	2702 US HIGHWAY 40	HIGHLAND	62249
182 WOODCREST DR	HIGHLAND	62249	2713 STATE ROUTE 160	HIGHLAND	62249
185 WOODCREST DR	HIGHLAND	62249	2740 STATE ROUTE 160	HIGHLAND	62249
187 WOODCREST DR	HIGHLAND	62249	2744 ILLINOIS STATE ROUTE 160	HIGHLAND	62249
188 WOODCREST DR	HIGHLAND	62249	2758 TROXLER WAY	HIGHLAND	62249
189 WOODCREST DR	HIGHLAND	62249	2762 TROXLER WAY	HIGHLAND	62249
190 WOODCREST DR	HIGHLAND	62249	2763 ILLINOIS STATE ROUTE 160	HIGHLAND	62249
191 WOODCREST DR	HIGHLAND	62249	2768 TROXLER WAY	HIGHLAND	62249
192 WOODCREST DR	HIGHLAND	62249	2770 TROXLER WAY	HIGHLAND	62249

APPENDIX D - ADDRESS LIST (EXISTING AREA, CONT.)

297 POPLAR ST	HIGHLAND	62249	419 WALNUT ST	HIGHLAND	62249
3 ULTRAWAY DR	HIGHLAND	62249	420 JANET BETH WAY	HIGHLAND	62249
3 WOODCREST PROFESSIONAL PARK	HIGHLAND	62249	420 SUPPIGER WAY	HIGHLAND	62249
30 APEX DR	HIGHLAND	62249	425 BROADWAY	HIGHLAND	62249
300 FOREST DR	HIGHLAND	62249	425 WALNUT ST	HIGHLAND	62249
300 POPLAR ST	HIGHLAND	62249	429 BROADWAY	HIGHLAND	62249
301 POPLAR ST	HIGHLAND	62249	429 WALNUT ST	HIGHLAND	62249
303 BROADWAY	HIGHLAND	62249	430 SUPPIGER WAY	HIGHLAND	62249
304 MONROE ST	HIGHLAND	62249	433 BROADWAY	HIGHLAND	62249
304 POPLAR ST	HIGHLAND	62249	5 APEX DR	HIGHLAND	62249
304 WALNUT ST	HIGHLAND	62249	5 CENTRAL BLVD	HIGHLAND	62249
305 FOREST DR	HIGHLAND	62249	5 PLAZA	HIGHLAND	62249
307 WALNUT ST	HIGHLAND	62249	5 W MONROE ST	HIGHLAND	62249
308 MONROE ST	HIGHLAND	62249	500 8TH ST	HIGHLAND	62249
308 POPLAR ST	HIGHLAND	62249	500 MAIN ST	HIGHLAND	62249
308 WALNUT ST	HIGHLAND	62249	501 BROADWAY	HIGHLAND	62249
309 WALNUT ST	HIGHLAND	62249	501 WALNUT ST	HIGHLAND	62249
31 ZBINDEN LN	HIGHLAND	62249	501 ZSCHOKKE ST	HIGHLAND	62249
310 MONROE ST	HIGHLAND	62249	502 MONROE ST	HIGHLAND	62249
313 BROADWAY	HIGHLAND	62249	504 WALNUT ST	HIGHLAND	62249
315 BROADWAY	HIGHLAND	62249	506 BROADWAY	HIGHLAND	62249
317 WALNUT ST	HIGHLAND	62249	508 BROADWAY	HIGHLAND	62249
318 POPLAR ST	HIGHLAND	62249	510 W MONROE ST	HIGHLAND	62249
32 ZBINDEN LN	HIGHLAND	62249	511 BROADWAY	HIGHLAND	62249
320 4TH ST	HIGHLAND	62249	512 BROADWAY	HIGHLAND	62249
320 WALNUT ST	HIGHLAND	62249	515 BROADWAY	HIGHLAND	62249
321 BROADWAY	HIGHLAND	62249	518 BROADWAY	HIGHLAND	62249
322 W MONROE ST	HIGHLAND	62249	519 BROADWAY	HIGHLAND	62249
33 ZBINDEN LN	HIGHLAND	62249	520 BROADWAY	HIGHLAND	62249
34 ZBINDEN LN	HIGHLAND	62249	521 8TH ST	HIGHLAND	62249
35 ZBINDEN LN	HIGHLAND	62249	526 POPLAR ST	HIGHLAND	62249
36 ZBINDEN LN	HIGHLAND	62249	560 SUPPIGER WAY	HIGHLAND	62249
4 ULTRAWAY DR	HIGHLAND	62249	565 SUPPIGER WAY	HIGHLAND	62249
40 APEX DR	HIGHLAND	62249	6 ULTRAWAY DR	HIGHLAND	62249
400 4TH ST	HIGHLAND	62249	600 BROADWAY	HIGHLAND	62249
400 BROADWAY	HIGHLAND	62249	600 MAIN ST	HIGHLAND	62249
400 SUPPIGER WAY	HIGHLAND	62249	601 BROADWAY	HIGHLAND	62249
401 BROADWAY	HIGHLAND	62249	601 WALNUT ST	HIGHLAND	62249
401 JANET BETH WAY	HIGHLAND	62249	604 BROADWAY	HIGHLAND	62249
401 WALNUT ST	HIGHLAND	62249	605 BROADWAY	HIGHLAND	62249
402 JANET BETH WAY	HIGHLAND	62249	605 WALNUT ST	HIGHLAND	62249
405 MAIN ST	HIGHLAND	62249	608 MAIN ST	HIGHLAND	62249
405 WALNUT ST	HIGHLAND	62249	608 WASHINGTON ST	HIGHLAND	62249
406 WALNUT ST	HIGHLAND	62249	609 BROADWAY	HIGHLAND	62249
407 JANET BETH WAY	HIGHLAND	62249	610 BROADWAY	HIGHLAND	62249
408 JANET BETH WAY	HIGHLAND	62249	613 BROADWAY	HIGHLAND	62249
409 WALNUT ST	HIGHLAND	62249	614 MAIN ST	HIGHLAND	62249
410 PINE ST	HIGHLAND	62249	616 MAIN ST	HIGHLAND	62249
410 SUPPIGER WAY	HIGHLAND	62249	620 BROADWAY	HIGHLAND	62249
410 WALNUT ST	HIGHLAND	62249	620 WASHINGTON ST	HIGHLAND	62249
410A PINE ST	HIGHLAND	62249	621 BROADWAY	HIGHLAND	62249
412 WALNUT ST	HIGHLAND	62249	67 EXECUTIVE DR	HIGHLAND	62249
414 JANET BETH WAY	HIGHLAND	62249	7 SHAMROCK BLVD	HIGHLAND	62249
414 WALNUT ST	HIGHLAND	62249	700 9TH ST	HIGHLAND	62249
415 BROADWAY	HIGHLAND	62249	700 BROADWAY	HIGHLAND	62249
415 JANET BETH WAY	HIGHLAND	62249	700 LAUREL ST	HIGHLAND	62249
415 WALNUT ST	HIGHLAND	62249	700 MAIN ST	HIGHLAND	62249
416 PINE ST	HIGHLAND	62249	700 WALNUT ST	HIGHLAND	62249
417 WALNUT ST	HIGHLAND	62249	701 WALNUT ST	HIGHLAND	62249
418 WALNUT ST	HIGHLAND	62249	703 WALNUT ST	HIGHLAND	62249

APPENDIX D - ADDRESS LIST (EXISTING AREA, CONT.)

704 BROADWAY	HIGHLAND	62249	817 9TH ST	HIGHLAND	62249
704 LAUREL ST	HIGHLAND	62249	817 MAIN ST	HIGHLAND	62249
704 MAIN ST	HIGHLAND	62249	818 MAIN ST	HIGHLAND	62249
705 BROADWAY	HIGHLAND	62249	820 2ND ST	HIGHLAND	62249
705 MAIN ST	HIGHLAND	62249	820 6TH ST	HIGHLAND	62249
708 9TH ST	HIGHLAND	62249	820 BROADWAY	HIGHLAND	62249
708 LAUREL ST	HIGHLAND	62249	821 MAIN ST	HIGHLAND	62249
708 MAIN ST	HIGHLAND	62249	821 POPLAR ST	HIGHLAND	62249
709 BROADWAY	HIGHLAND	62249	822 BROADWAY	HIGHLAND	62249
71 EXECUTIVE DR	HIGHLAND	62249	823 9TH ST	HIGHLAND	62249
710 4TH ST	HIGHLAND	62249	823 MAIN ST	HIGHLAND	62249
712 BROADWAY	HIGHLAND	62249	9 ULTRAWAY DR	HIGHLAND	62249
712 LAUREL ST	HIGHLAND	62249	900 9TH ST	HIGHLAND	62249
712 WALNUT ST	HIGHLAND	62249	900 CHESTNUT ST	HIGHLAND	62249
713 5TH ST	HIGHLAND	62249	900 LAUREL ST	HIGHLAND	62249
714 4TH ST	HIGHLAND	62249	901 LAUREL	HIGHLAND	62249
715 WALNUT ST	HIGHLAND	62249	901 MAIN ST	HIGHLAND	62249
716 LAUREL ST	HIGHLAND	62249	902 WALNUT ST	HIGHLAND	62249
717 5TH ST	HIGHLAND	62249	903 MAIN ST	HIGHLAND	62249
717 MAIN ST	HIGHLAND	62249	904 6TH ST	HIGHLAND	62249
719 8TH ST	HIGHLAND	62249	904 9TH ST	HIGHLAND	62249
719 MAIN ST	HIGHLAND	62249	904 WALNUT ST	HIGHLAND	62249
720 LAUREL ST	HIGHLAND	62249	905 12TH ST	HIGHLAND	62249
721 BROADWAY	HIGHLAND	62249	905 CYPRESS	HIGHLAND	62249
722 BROADWAY	HIGHLAND	62249	906 6TH ST	HIGHLAND	62249
800 3RD ST	HIGHLAND	62249	906 BROADWAY	HIGHLAND	62249
800 8TH ST	HIGHLAND	62249	907 MAIN ST	HIGHLAND	62249
800 LAUREL ST	HIGHLAND	62249	908 6TH ST	HIGHLAND	62249
800 MAIN ST	HIGHLAND	62249	908 DEAL ST	HIGHLAND	62249
800 MULBERRY ST	HIGHLAND	62249	908 LAUREL ST	HIGHLAND	62249
801 9TH ST	HIGHLAND	62249	910 6TH ST	HIGHLAND	62249
801 BROADWAY	HIGHLAND	62249	910 BROADWAY	HIGHLAND	62249
801 MAIN ST	HIGHLAND	62249	910 CYPRESS ST	HIGHLAND	62249
802 9TH ST	HIGHLAND	62249	911 12TH ST	HIGHLAND	62249
803 3RD ST	HIGHLAND	62249	911 WALNUT ST	HIGHLAND	62249
805 8TH ST	HIGHLAND	62249	912 9TH ST	HIGHLAND	62249
806 8TH ST	HIGHLAND	62249	913 6TH ST	HIGHLAND	62249
806 9TH ST	HIGHLAND	62249	913 MAIN ST	HIGHLAND	62249
806 BROADWAY	HIGHLAND	62249	914 BROADWAY	HIGHLAND	62249
806 MULBERRY ST	HIGHLAND	62249	914 CYPRESS ST	HIGHLAND	62249
807 9TH ST	HIGHLAND	62249	915 12TH ST	HIGHLAND	62249
808 8TH ST	HIGHLAND	62249	915 ZBINDEN	HIGHLAND	62249
808 BROADWAY	HIGHLAND	62249	916 6TH ST	HIGHLAND	62249
808 LAUREL ST	HIGHLAND	62249	917 12TH ST	HIGHLAND	62249
809 8TH ST	HIGHLAND	62249	917 6TH ST	HIGHLAND	62249
809 BROADWAY	HIGHLAND	62249	917 MAIN ST	HIGHLAND	62249
809 MAIN ST	HIGHLAND	62249	919 MAIN ST	HIGHLAND	62249
810 8TH ST	HIGHLAND	62249	919 WASHINGTON ST	HIGHLAND	62249
810 BROADWAY	HIGHLAND	62249	920 9TH ST	HIGHLAND	62249
810 DEAL ST	HIGHLAND	62249	920 BROADWAY	HIGHLAND	62249
810 MAIN ST	HIGHLAND	62249	920 WASHINGTON	HIGHLAND	62249
810 MULBERRY ST	HIGHLAND	62249	923 MAIN ST	HIGHLAND	62249
811 BROADWAY	HIGHLAND	62249			
812 9TH ST	HIGHLAND	62249			
812 MAIN ST	HIGHLAND	62249			
814 LAUREL ST	HIGHLAND	62249			
815 8TH ST	HIGHLAND	62249			
815 BROADWAY	HIGHLAND	62249			
816 BROADWAY	HIGHLAND	62249			
816 MAIN ST	HIGHLAND	62249			

APPENDIX D - ADDRESS LIST (AMENDED AREA)

1 NAGEL DR	HIGHLAND	62249
1 ULTRA WAY DR	HIGHLAND	62249
10 CROWN POINT BLVD	HIGHLAND	62249
12310 SPORTSMAN RD	HIGHLAND	62249
12443 STATE ROUTE 143	HIGHLAND	62249
12449 STATE ROUTE 143	HIGHLAND	62249
140 MATTER DR	HIGHLAND	62249
2491 INDUSTRIAL DR	HIGHLAND	62249
2700 RAEBER LN	HIGHLAND	62249
2713 RAEBER LN	HIGHLAND	62249
37 LINCOLN LN	HIGHLAND	62249
38 LINCOLN LN	HIGHLAND	62249
5 CROWN POINT BLVD	HIGHLAND	62249
55 LINCOLN LN	HIGHLAND	62249
915 W MONROE ST	HIGHLAND	62249

ORDINANCE NO. _____

**AN 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,
SPECIFICALLY THE THIRD PARCEL**

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, specifically the third parcel, 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 the third parcel, as follows:

Proposed Right of Way - Parcel 3

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

Part of the Southeast 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 northeast corner of said Quarter-Quarter Section; thence on an assumed bearing of South 02 degrees 01 minute 02 seconds East on the east line of said Quarter-Quarter Section, 249.63 feet; thence South 87 degrees 58 minutes 58 seconds West, 20.00 feet to the west right of way line of Iberg Road; thence North 22 degrees 45 minutes 26 seconds West, 172.75 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, 1,239.41 feet to the west line of said Quarter-Quarter Section; thence North 01 degree 58 minutes 13 seconds West on said west line, 90.02 feet to the Point of Beginning.

Said parcel contains 126,946 square feet or 2.9143 acres, 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 for **Two Hundred Nine Thousand Four Hundred Sixty Dollars and Ninety Cents (\$209,460.90)** from Aaron Robert Gelly for future construction of part of the Southern peripheral route, specifically parcel three, 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 for **Two Hundred Nine Thousand Four Hundred Sixty Dollars and Ninety Cents (\$209,460.90)** 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 for **Two Hundred Nine Thousand Four Hundred Sixty Dollars and Ninety Cents (\$209,460.90)** 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 from Aaron Robert Gelly for **Two Hundred Nine Thousand Four Hundred Sixty Dollars and Ninety Cents (\$209,460.90)**, 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 from Aaron Robert Gelly for **Two Hundred Nine Thousand Four Hundred Sixty Dollars and Ninety Cents (\$209,460.90)**, 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:

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

ATTEST:

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

COMMERCIAL REAL ESTATE SALES CONTRACT

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

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into 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 Ordinance 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").

- II.** **Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is \$1.65 per square foot for 126,946 square feet, or 2.9143 acres, more or less, for a total of **Two Hundred Nine Thousand Four Hundred Sixty Dollars and Ninety Cents (\$209,460.90)**, 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, 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.

- j. 1033 Exchange. The Parties may structure the sale and purchase of this Property under a 1033 Exchange, and agree as follows:
 - 1) Seller is an individual and the owner of the Property located within the planning and zoning jurisdiction of the City of Highland, IL (“City”).
 - 2) Purchaser is desirous of obtaining certain ownership rights in and rights to a portion of the Property (as more fully described in **Exhibit A** and shown in **Exhibit B**) for the benefit of the general public and in furtherance of the public purposes of the City.
 - 3) Seller and Purchaser are independent and unrelated parties, having no material common business connection or venture.
 - 4) Seller’s business and operational needs are such that Seller requires the use of the Property, all in an effort to provide a more safe, efficient, and proper avenue of traffic flow, drainage, and related public uses.
 - 5) Seller and Purchaser agree that Purchaser has or can obtain the legal right to force the sale of the Property by way of eminent domain and/or condemnation, all as provided in the Illinois Municipal Code and pursuant so the laws of the State of Illinois and all applicable laws and regulations.
 - 6) Purchaser has informed Seller that should an eminent domain and/or condemnation action be required in order for Purchaser to obtain ownership of the Property, Purchaser has the authority to undertake such action.
 - 7) In light of a potential imminent action by Purchaser, Seller and Purchaser agree that it is in the best interest of such Parties to reach an agreement in lieu thereof.

- 8) After lengthy negotiation and discussion, and counsel from such others as either party desired, Seller and Purchaser have reached the agreements set forth in this Agreement as to the sale and purchase of the Property.

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 31, 2022, 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 Gelly

Date: _____

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

Proposed Right of Way

Parcel 3

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

Part of the Southeast 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 northeast corner of said Quarter-Quarter Section; thence on an assumed bearing of South 02 degrees 01 minute 02 seconds East on the east line of said Quarter-Quarter Section, 249.63 feet; thence South 87 degrees 58 minutes 58 seconds West, 20.00 feet to the west right of way line of Iberg Road; thence North 22 degrees 45 minutes 26 seconds West, 172.75 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, 1,239.41 feet to the west line of said Quarter-Quarter Section; thence North 01 degree 58 minutes 13 seconds West on said west line, 90.02 feet to the Point of Beginning.

Said parcel contains 126,946 square feet or 2.9143 acres, more or less.

EXHIBIT B
RIGHT OF WAY DEDICATION PLAT

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

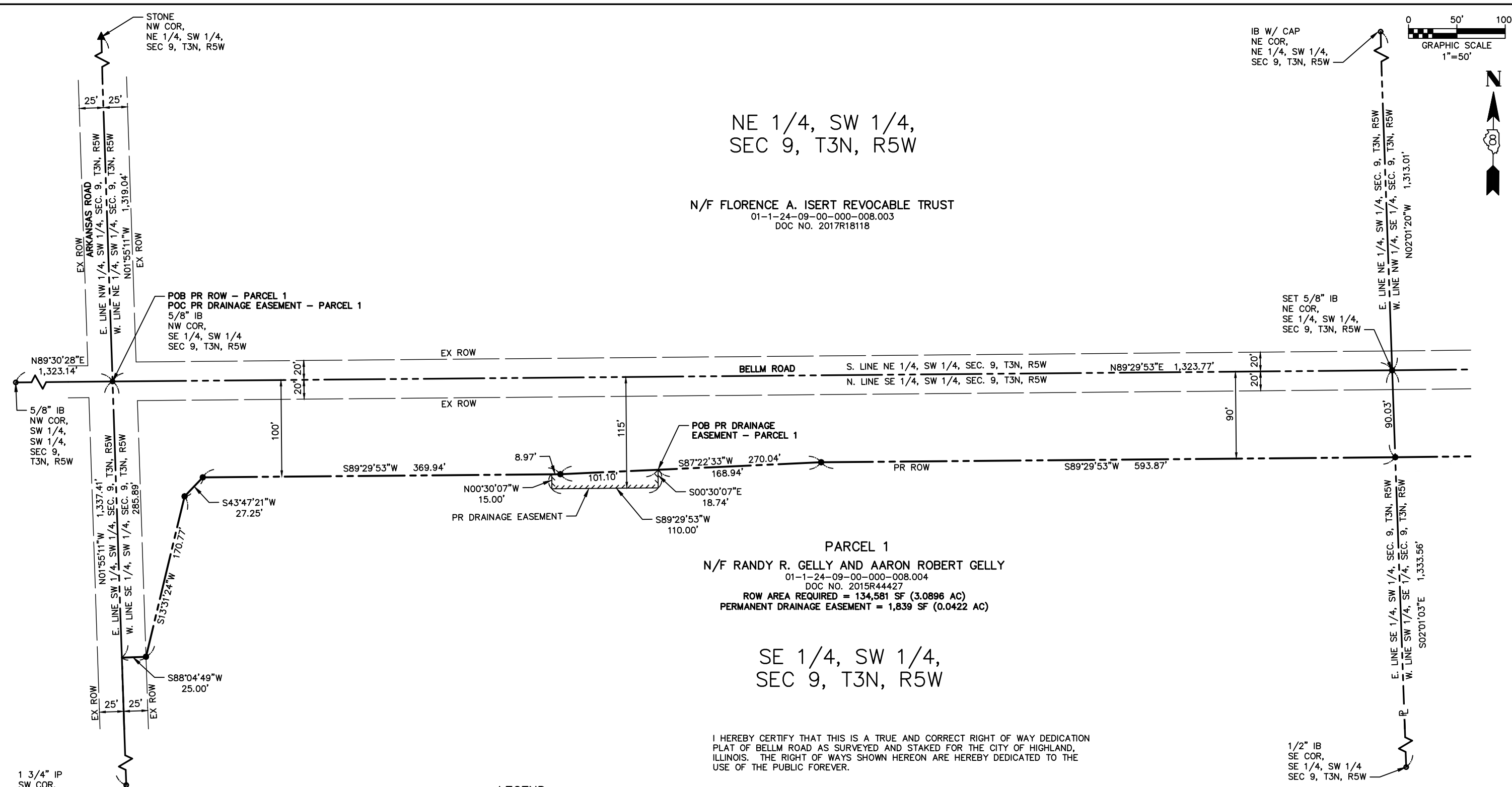
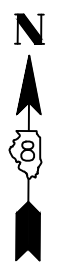
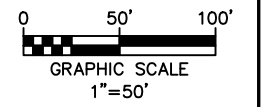
RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234

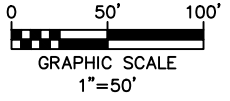
LEGEND

EXISTING ROW	—————
PROPOSED ROW	—————
PROPOSED PERMANENT EASEMENT	—————
PROPERTY LINE	—————
SECTION LINE	—————
STONE FOUND	▲ 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.





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 _____

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



OATES ASSOCIATES

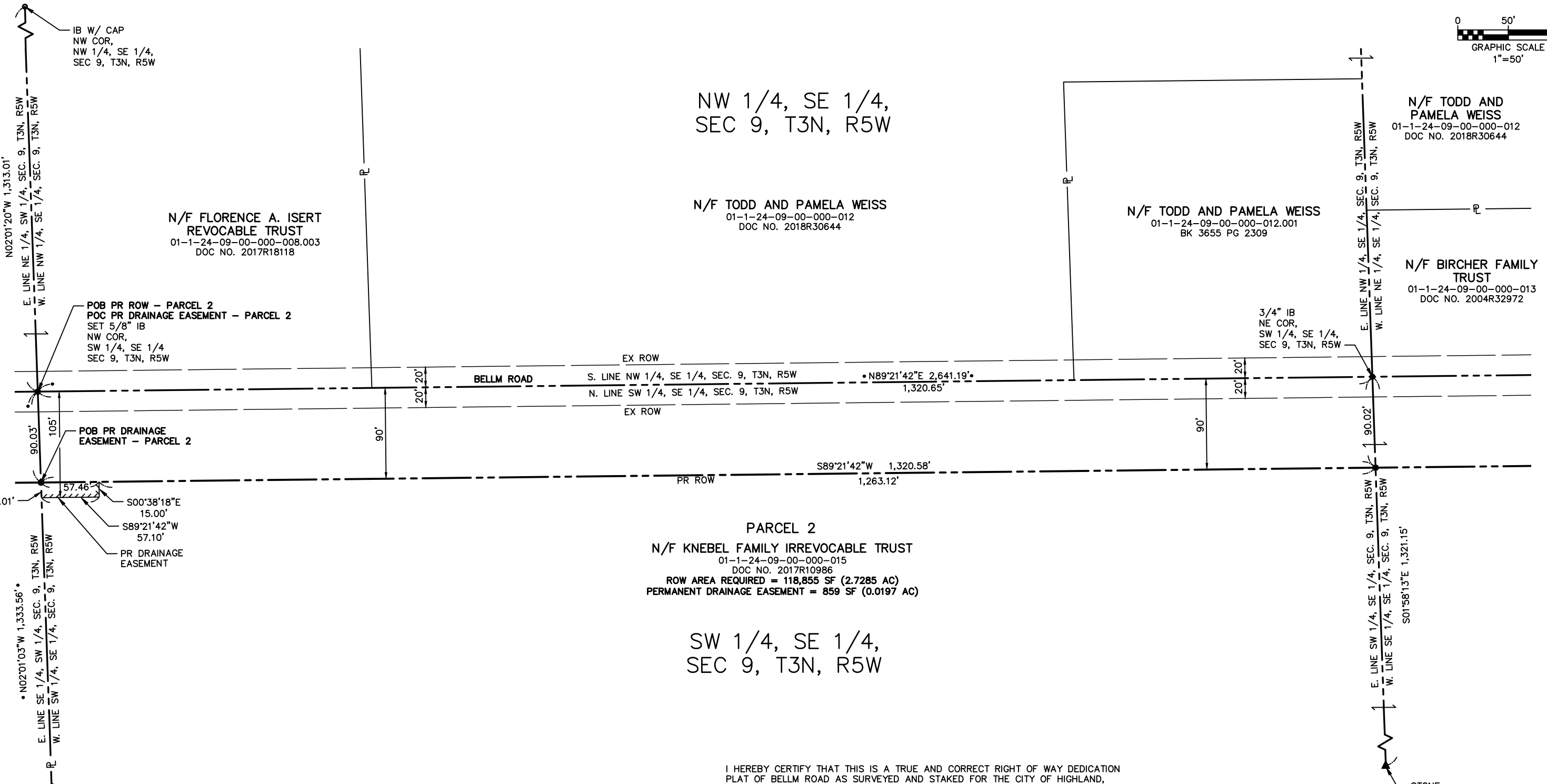
100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200
www.oatesassociates.com
Collinsville St. Louis Belleville St. Charles
ILLINOIS DESIGN FIRM LICENSE NO. 184.001115

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

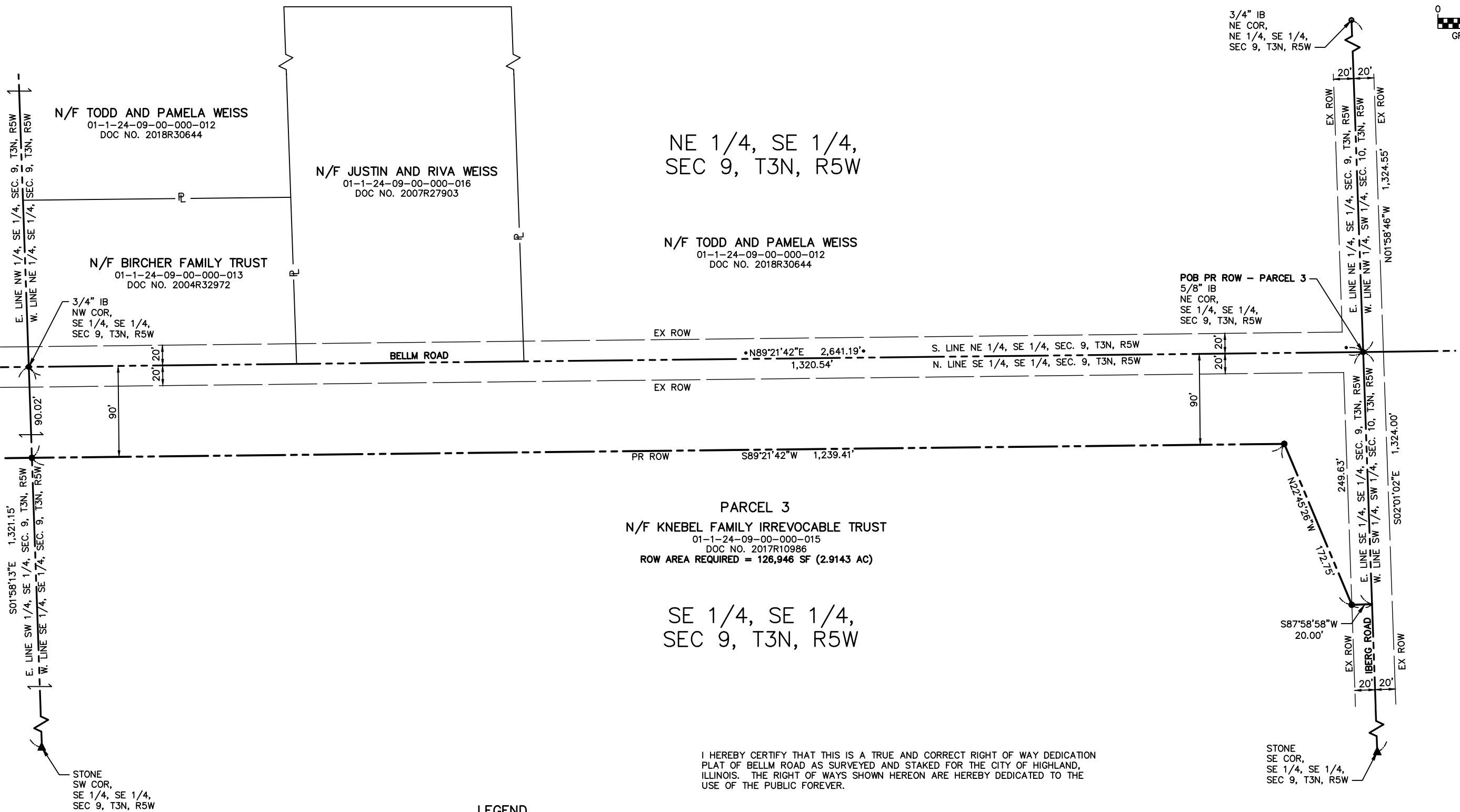
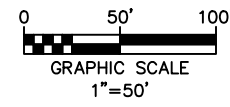
JOB NO.: 18003.010
SHEET 2 OF 3 SHEETS

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.



PARCEL 3
N/F KNEBEL FAMILY IRREVOCABLE TRUST
 01-1-24-09-00-000-015
 DOC NO. 2017R10986
ROW AREA REQUIRED = 126,946 SF (2.9143 AC)

SE 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




LEGEND

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

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
 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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A BUSINESS DISTRICT DEVELOPMENT AGREEMENT
FOR A PROJECT IN BUSINESS DISTRICT “A”
WITH KORTE MEAT PROCESSORS, INC.,
AND OTHER ACTIONS RELATED THERETO**

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

WHEREAS, pursuant to the Illinois Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1 through 11-74.3-7), as amended (“Business District Law”), City established Business District “A” in City; and

WHEREAS, the entire area included within Business District “A” in City shall be defined as “Business District Redevelopment Project Area;” and

WHEREAS, in furtherance of development of the Business District Redevelopment Project Area, Korte Meat Processing (“Developer”), has presented to City a proposal for redevelopment of part of the Business District Redevelopment Project Area, specifically:

PIN#: 01-2-24-06-12-201-001

Address: 915 Hemlock Street, Highland, IL 62249

(“Property”) (*see* Development Agreement attached hereto as **Exhibit A**); and

WHEREAS, within the Business District Redevelopment Project Area, Developer has proposed to purchase, remodel, and develop the Property, with approximate costs totaling:

1. City of Highland Fee Reimbursements: up to \$15,000.00
2. Total Project Costs: \$8,680,000.00
 - a. Architectural & Engineering Fees - \$300,000.00
 - b. Legal & Other Professional Fees - \$10,000.00
 - c. Cost of Marketing the Sites - \$10,000.00
 - d. Purchase of Existing Facility - \$1,620,000.00
 - e. Demolition Cost - \$1,000,000.00
 - f. Site Improvements - \$500,000
 - g. Rehab, Remodel of Existing Buildings - \$5,000,000.00
 - h. Contingency - \$150,000.00
 - i. Working Capital - \$90,000.00

("Developer's Project"); and

WHEREAS, The Property will be completely remodeled and redeveloped with more retail space and additional capacity for slaughtering and processing deer, hogs and cattle (*See Exhibit A*); and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment within City; and

WHEREAS, Developer's Project will require Developer to incur certain costs that may be eligible for reimbursement from Business District Redevelopment Project Area funds derived from Developer's Project; and

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

The City agrees to provide assistance to the Developer for up to ten (10) years. The total dollar amount of economic incentives shall not exceed 20% of the total City approved eligible project costs with a maximum of \$1,736,000.00. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application. Funding assistance is broken down as follows:

- a. Total Estimated Business District Eligible Costs: \$8,680,000.00
- b. City will reimburse up to \$15,000.00 in permitting fees for this Project.
- c. The City will reimburse Developer 75% of the incremental 1% City sales tax for sales from the Property for a period commencing on the date that Developer opens for business at the Property and ending no later than ten (10) years thereafter or until the maximum funding amount is reached in combination with the other City provided funding assistance.
 - 1) Developer anticipates \$26,000.00 in annual sales subject to Business District tax, with a current base of \$0. Developer's current base of \$0 is due to Developer's representation to City that Developer's current business is "groceries" and is tax exempt from the existing City Business District Tax. Any Business District Tax increment will be based on new sales and services not previously offered by Developer at Developer's existing business.
 - 2) Based on Developer's estimate of \$26,000.00 in new annual sales with a current base of \$0, 1% of the estimated incremental sales are equal to \$260.00. 75% of the \$260.00 is equal to \$195.00 annually.

3) The estimated annual reimbursements for sales tax are estimated to be \$195.00 annually, or \$1,950.00 total over 10 years.

4) Developer is responsible for providing all documents necessary to quantify sales tax and qualify for any incentive or payment from City. Documents to be provided shall be determined by City at City's sole discretion.

(See **Exhibit A**); and

WHEREAS, City desires to authorize the execution of a "Development Agreement" by and between City and Developer in substantially the form attached hereto as **Exhibit A**, to carry out the purchase, demolition, remodeling, and development of the Developer's Project; and

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

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

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

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

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

Section 3. The Development Agreement by and between the City of Highland and Korte Meat Processing, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Development Agreement with Korte Meat Processing (**Exhibit A**).

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

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, 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

**BUSINESS DISTRICT “A” DEVELOPMENT AGREEMENT BETWEEN KORTE
MEAT PROCESSING AND CITY OF HIGHLAND FOR 915 HEMLOCK STREET,
HIGHLAND, ILLINOIS**

This Business District “A” Development Agreement (“Agreement”) is entered into by and between the City of Highland, an Illinois Municipal Corporation (“City”) and Korte Meat Processing (“Developer”). City and Developer may hereinafter be referred to as “Parties,” or individually as “Party.” This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the “Effective Date”):

PREAMBLE

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

WHEREAS, Developer may purchase:

PIN#: 01-2-24-06-12-201-001

Address: 915 Hemlock Street, Highland, IL 62249

(hereinafter “Property”); and

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

WHEREAS, City wishes to encourage Developer to purchase, remodel and develop the Property, and assist Developer with certain eligible costs, including:

1. City of Highland Fee Reimbursements: up to \$15,000.00
2. Total Project Costs: \$8,680,000.00
 - a. Architectural & Engineering Fees - \$300,000.00
 - b. Legal & Other Professional Fees - \$10,000.00
 - c. Cost of Marketing the Sites - \$10,000.00
 - d. Purchase of Existing Facility - \$1,620,000.00
 - e. Demolition Cost - \$1,000,000.00
 - f. Site Improvements - \$500,000
 - g. Rehab, Remodel of Existing Buildings - \$5,000,000.00
 - h. Contingency - \$150,000.00
 - i. Working Capital - \$90,000.00

("Project"); and

WHEREAS, The Property will be completely remodeled and redeveloped with more retail space and additional capacity for slaughtering and processing deer, hogs and cattle (*See Exhibit A*); and

WHEREAS, the Property is located within the City's Business District ("Business District") pursuant to the Illinois Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1 *et seq.* ("Business District Law"); and

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

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the Business District Law and this Agreement between the Parties; and

WHEREAS, it is the desire of City and Developer that City assist in paying for eligible Project costs on the Property under City's grant of authority under the Business District Law; and

WHEREAS, City is authorized under the provisions of the Business District Law to approve development and redevelopment proposals for the Business District, to enter into contracts with a private agency or person, to expend such public funds as may be necessary for the implementation of the Plan for the Business District; and

WHEREAS, financing the purchase, remodel, and development of the Property is consistent with the objectives of the Business District Plan.

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

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

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

1. Developer will complete the Project, including construction, renovation and

improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.

2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.

4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, and/ or mold, or any other environmental issues with the Property.

5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

Section 3. Obligation of the City. The City agrees to provide assistance to the Developer for up to ten (10) years. The total dollar amount of economic incentives shall not exceed 20% of the total City approved eligible project costs with a maximum of \$1,736,000.00. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application. Funding assistance is broken down as follows:

a. Total Estimated Business District Eligible Costs: \$8,680,000.00

b. City will reimburse up to \$15,000.00 in permitting fees for this Project.

c. The City will reimburse Developer 75% of the incremental 1% City sales tax for sales from the Property for a period commencing on the date that Developer opens for business at the Property and ending no later than ten (10) years thereafter or until the maximum funding amount is reached in combination with the other City provided funding assistance.

1) Developer anticipates \$26,000.00 in annual sales subject to Business District tax, with a current base of \$0. Developer's current base of \$0 is due to Developer's representation to City that it's current business is "groceries" and is tax exempt from the existing City Business District Tax. Any Business District Tax increment will be based on new sales and services not previously offered by Developer at Developer's existing business.

2) Based on Developer's estimate of \$26,000.00 in new annual sales with a current base of \$0, 1% of the estimated incremental sales are equal to \$260.00. 75% of the \$260.00 is equal to \$195.00 annually.

3) The estimated annual reimbursements for sales tax are estimated to be \$195.00 annually, or \$1,950.00 total over 10 years.

- d. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's costs incurred for the Project. These Requests shall be submitted after January 1st of each year. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed.
- e. Reimbursement of approved Project costs shall be made annually within sixty (60) days upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse Developer for approved Project costs, such costs shall be reimbursed in subsequent years.
- f. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property.
- g. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns.
- h. City's Finance Department shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts in the Business District Fund to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE INCREMENTAL TAXES AND SALES TAXES GENERATED BY THE PROPERTY AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

- a. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
 - 1) Voluntary or involuntary bankruptcy of Developer;

- 2) Voluntary or involuntary closure of the business owned by Developer.
- 3) Substantial change in the nature of Developer's business without the City's written approval;
- 4) To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are

- i. Felons;
- ii. Terrorists;
- iii. Former, current, or past Illinois public political figures;
- iv. Litigants against the City;
- v. Individuals the city has taken legal action against in the preceding 5 years.

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of City or any of its officers, agents, employees or contractors.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly

from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

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

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

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

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer in the preceding calendar year pursuant to this Agreement within sixty (60) days of notification of opting out.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer in the preceding calendar year pursuant to this agreement within sixty (60) days of notification of opting out.

In the event of an opt out by either Party, Developer's failure to return all monies paid by City in the preceding calendar year within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

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

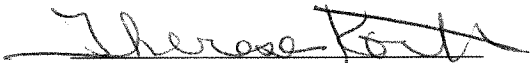
Section 10. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual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

CITY OF HIGHLAND, ILLINOIS:

Chris Conrad, City Manager

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

Korte Meat Processing:



Therese Korte

810 Deal Street
Highland, IL 62249

City of Highland



Business Assistance Application

Project Name: Korte Meat Processing
Address of Proposed Project: 915 Hemlock St. Highland, IL 62249

Applicant Information:

Company Name: Korte Meat Processing **Office Phone:** 618-654-3813
Company Address: 810 Deal St **Alt. Phone:** 618-781-5362
City, State, Zip: Highland, IL 62249 **Fax:** 618-654-8207
Contact Person/Title: Therese Korte **Years in Business:** 54
Email: kortemeats@yahoo.com

Type of Business: Corporation Partnership Sole Proprietor Trust LLC

Project Costs:	Projected Costs
Architectural & Engineering Fees	300,000
Legal & Other Professional Fees	10,000
Cost of Marketing the Sites	10,000
Purchase Land	
Purchase of Existing Facility	1,620,000
Demolition Cost	1,000,000
Site Improvements	5,000,00
Rehab, remodel of existing building	5,000,000
Construction of New Building(s)	
Contingency	150,000
Working Capital (Equity)	90,000
Other (Please Specify)	

Narrative for
Korte Meat Processing

Korte Meat Processing was started by the late Alfred Korte and Don Richter in 1968. They did custom slaughter for beef, pork, and lamb. They also made summer sausage and hot sticks using the family recipe. In 1998 Dave and Therese Korte purchased the business and opened up a retail counter which has blossomed.

We at Korte Meat Processing are continuing to grow and our slaughter is increasing. We are completely booked on slaughter through 12-31-23. We have a cancellation list that is a mile long. We are averaging 22 Beef and 10 Hogs weekly. With a new facility we are hoping to increase those numbers to 40 Beef and 25 Hogs weekly. We also process around 3000 deer yearly.

With the new facility we will be doubling our retail area allowing us to expand what we can offer to our customers. More visibility too many more products and ready to heat and serve items as well. We are also wanting to include a "Meat Cave" in the facility. Our customers travel from all over to shop our store.

We are looking to hire 8 – 17 full time employees.

Naturally a project of this size comes with \$\$\$\$\$. Any and all help with incentives and tax relief from the City would be greatly appreciated.

Thank You in advance for helping to keep Highland a thriving community.

Therese Korte

6-27-22



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: November 16, 2022
Re: Redevelopment Agreements with Korte Meat Processors, INC

RECOMMENDATION: It is the Staff recommendation that Council approve the attached TIF and Business District Redevelopment Agreements with terms detailed below.

DISCUSSION: Korte Meat Processing is proposing to purchase and renovate the property at 915 Hemlock Street. The project location falls within the TIF and Business District (subject to approval on 11/21), and is eligible for incentives including sales and property tax rebates.

Korte Meat Processing is proposing to acquire the property and make substantial improvements totaling \$8,680,000 in eligible project costs. The Redevelopment Agreement would rebate 75% of the increment of property & Business District sales taxes, generated as a result of the project's completion. Building permit fees charged by the City will also be rebated to the Developer up to \$15,000.

The maximum incentives the project would be eligible for is \$1,736,000, or 20% of the projects costs. The total property tax rebate is estimated to be \$142,012.08 per year for a period of 10 years. The sales tax rebate is projected to be \$195 for a period of 10 years.

Note: Reimbursement estimates are based solely on projections provided by developer and are estimates only. Actual reimbursements will be based on property & sales tax documents submitted with future requests for reimbursement.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A DEVELOPMENT AGREEMENT,
PURSUANT TO THE ILLINOIS TIF ACT,
WITH KORTE MEAT PROCESSORS, INC.,
AND OTHER ACTIONS RELATED THERETO**

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

WHEREAS, City and Korte Meat Processors, Inc. ("Developer") desire to enter a Development Agreement attached hereto as **Exhibit A**; and

WHEREAS, City has authority to reimburse expenses for certain economic development pursuant to the Illinois TIF Act ("Act"); and

WHEREAS, City has determined Developer has presented to City a proposal for redevelopment of:

PIN#: 01-2-24-06-12-201-001

Address: 915 Hemlock Street, Highland, IL 62249

(hereinafter "Property"); and

WHEREAS, Developer has proposed to purchase, rehab, remodel and develop the Property and surrounding property, with estimated costs as follows:

1. Architectural & Engineering Fees - \$300,000.00
2. Legal & Other Professional Fees - \$10,000.00
3. Cost of Marketing the Sites - \$10,000.00
4. Purchase of Existing Facility - \$1,620,000.00
5. Demolition Cost - \$1,000,000.00
6. Site Improvements - \$500,000
7. Rehab, Remodel of Existing Buildings - \$5,000,000.00
8. Contingency - \$150,000.00
9. Working Capital - \$90,000.00

Total Project Costs: \$8,680,000.00

("Project"); and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment within City; and

WHEREAS, Developer's Project will enable Developer to generate sales tax revenue for City; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from City according to the Act; and

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

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

WHEREAS, City agrees to provide financial assistance to Developer as follows:

The Parties understand and agree TIF #1 is set to expire on 6/16/2031. City will make every effort to extend TIF #1, but cannot guarantee said extension. As a result, City agrees to provide assistance to the Developer under this Agreement until 6/16/2031, the end of TIF #1, as it is currently established, with the understanding City will ask for TIF #1 to be extended under the TIF Act. If City is successful in extending TIF #1, City agrees to extend this Agreement between the Parties for a full ten (10) years of possible incentives, or ten (10) years from the Effective Date.

Regardless of the term of this Agreement, the total dollar amount of economic incentives shall not exceed 20% of Developer's estimated Project costs of \$8,680,000.00. As a result, the maximum City approved TIF #1 incentives eligible to be paid to Developer would be

\$1,736,000.00. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application (20% x \$8,680,000.00) Funding assistance is broken down as follows:

- a. Total Estimated TIF #1 District Eligible Costs: \$8,680,000.00

- b. The City may reimburse 75% of the City's portion of property taxes from the incremental EAV generated by the purchase, rehab, remodel, and development of the Property up to the end of TIF #1 (6/16/31), or up to ten (10) years if TIF #1 is extended, or until the maximum funding amount is reached in combination with any other funding assistance from City:
 - 1) The present base EAV for assessment year 2020 is \$948,640.00.

 - 2) Developer's estimated EAV after redevelopment and completion of the Project is \$2,666,666.00.

 - 3) Based on Developer's estimate, the estimated EAV increase is estimated to be \$1,718,026.00 upon completion of the Project.

 - 4) 75% of the property taxes from the estimated increase in EAV is \$142,012.08.

 - 5) The estimated reimbursement of property taxes from incremental EAV available is \$142,012.08.

 - 6) City's estimated payment to developer annually, for up to approximately eight (8) years if TIF # is not extended, is: \$142,012.08 Developer's total estimated incentive is: \$1,136,096.64.

 - 7) City's estimated payment to developer annually, for up to ten (10) years if TIF # 1 is extended, is: \$142,012.08. Developer's total estimated incentive is: \$1,420,120.80.

- c. Developer's total incentive from City's TIF #1 shall not exceed 20% of the estimated Project costs of \$8,680,000.00, or \$1,736,000.
- d. Under no circumstances shall Developer's reimbursement of Project costs from City exceed 20% in combination with any and all other City economic incentives including, but not limited to, Business District Agreements and City Permit and Fee reimbursements.

(See **Exhibit A**); and

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

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

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

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

Section 2. City hereby makes the following findings:

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

Section 3. The Development Agreement by and between City and Developer, attached hereto as **Exhibit A**, is approved.

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

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

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, 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

**DEVELOPMENT AGREEMENT, PURSUANT TO THE ILLINIOS TIF ACT, BETWEEN
KORTE MEAT PROCESSING AND CITY OF HIGHLAND, ILLINOIS, FOR 915
HEMLOCK STREET, HIGHLAND, ILLINOIS**

This Development Agreement ("Agreement") is entered into by and between the City of Highland, an Illinois Municipal Corporation ("City") and Korte Meat Processing ("Developer"). City and Developer may hereinafter be referred to as "Parties," or individually as "Party." This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the "Effective Date"):

PREAMBLE

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

WHEREAS, Developer may purchase:

PIN#: 01-2-24-06-12-201-001

Address: 915 Hemlock Street, Highland, IL 62249

(hereinafter "Property"); and

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

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

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

1. Architectural & Engineering Fees - \$300,000.00
2. Legal & Other Professional Fees - \$10,000.00
3. Cost of Marketing the Sites - \$10,000.00
4. Purchase of Existing Facility - \$1,620,000.00
5. Demolition Cost - \$1,000,000.00
6. Site Improvements - \$500,000
7. Rehab, Remodel of Existing Buildings - \$5,000,000.00
8. Contingency - \$150,000.00
9. Working Capital - \$90,000.00

Total Project Costs: \$8,680,000.00

("Project"); and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City's TIF #1 District ("TIF #1"); and

WHEREAS, because the Property is located within City's TIF #1, the Project is eligible for reimbursement of certain expenditures related to the purchase, rehab, remodel, and development of the Property pursuant to the Illinois TIF Act ("Act"); and

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

WHEREAS, the Project at the Property will enhance property values, facilitate City's TIF #1 growth, improve exterior aesthetics, improve interior aesthetics, improve the existing building, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

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

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the TIF Act and this Agreement between the Parties; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote the purchase, renovation, rehabilitation, and expansion of the Property, and help facilitate development in City's TIF #1, through the use of City funds pursuant to the Act.

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

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

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

1. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.

2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.

3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.

4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, and/ or mold, or any other environmental issues with the Property.

5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

Section 3. Obligation of City. The Parties understand and agree TIF #1 is set to expire on 6/16/2031. City will make every effort to extend TIF #1, but cannot guarantee said extension. As a result, City agrees to provide assistance to the Developer under this Agreement until 6/16/2031, the end of TIF #1, as it is currently established, with the understanding City will ask for TIF #1 to be extended under the TIF Act. If City is successful in extending TIF #1, City agrees to extend this Agreement between the Parties for a full ten (10) years of possible incentives, or ten (10) years from the Effective Date.

Regardless of the term of this Agreement, the total dollar amount of economic incentives shall not exceed 20% of Developer's estimated Project costs of \$8,680,000.00. As a result, the maximum City approved TIF #1 incentives eligible to be paid to Developer would be \$1,736,000.00. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application (20% x \$8,680,000.00) Funding assistance is broken down as follows:

a. Total Estimated TIF #1 District Eligible Costs: \$8,680,000.00

b. The City may reimburse 75% of the City's portion of property taxes from the incremental EAV generated by the purchase, rehab, remodel, and development of the Property up to the end of TIF #1 (6/16/31), or up to ten (10) years if TIF #1 is extended, or until the maximum funding amount is reached in combination with any other funding assistance from City:

1) The present base EAV for assessment year 2020 is \$948,640.00.

2) Developer's estimated EAV after redevelopment and completion of the Project is \$2,666,666.00.

3) Based on Developer's estimate, the estimated EAV increase is estimated to be \$1,718,026.00 upon completion of the Project.

4) 75% of the property taxes from the estimated increase in EAV is \$142,012.08.

5) The estimated reimbursement of property taxes from incremental EAV available is \$142,012.08.

6) City's estimated payment to developer annually, for up to approximately eight (8) years if TIF # is not extended, is: \$142,012.08 Developer's total estimated incentive is: \$1,136,096.64.

7) City's estimated payment to developer annually, for up to ten (10) years if TIF # 1 is extended, is: \$142,012.08. Developer's total estimated incentive is: \$1,420,120.80.

c. Developer's total incentive from City's TIF #1 shall not exceed 20% of the estimated Project costs of \$8,680,000.00, or \$1,736,000.

d. Under no circumstances shall Developer's reimbursement of Project costs from City exceed 20% in combination with any and all other City economic incentives including, but not limited to, Business District Agreements and City Permit and Fee reimbursements.

e. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may reasonably require for documenting Developer's costs incurred for the Project. These Requests shall be submitted after January 1st of each year. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any costs to Developer not deemed eligible for reimbursement according to Illinois law.

f. Reimbursement of approved Project costs shall be made annually within sixty (60) days upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent the State of Illinois modifies the process for collection of property taxes and payment to City during the term of this agreement, and money is not available to reimburse Developer for approved Project costs due to said change, such costs shall be reimbursed in subsequent years and as agreed to in writing by Developer and City.

g. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns.

h. Developer must supply City with sales tax records each year from the business or businesses generating sales taxes at the Property.

i. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence of the previous year's State of Illinois sales tax returns for the Property.

j. City's Finance Department shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE INCREMENTAL TAXES GENERATED BY THE PROPERTY AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

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

- 1) Voluntary or involuntary bankruptcy of Developer;
- 2) Voluntary or involuntary closure of the business at the Property.
- 3) Substantial change in the nature of the business at the Property without the City's written approval;
- 4) To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are

1. Felons;
2. Terrorists;
3. Former, current, or past Illinois public political figures;
4. Litigants against the City;
5. Individuals the city has taken legal action against in the preceding 5 years.

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits,

liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois law, City has statutory tort immunity.

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

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

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

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

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer in the preceding calendar year pursuant to this Agreement within sixty (60) days of notification of opting out.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer in the preceding calendar year pursuant to this agreement within sixty (60) days of notification of opting out.

In the event of an opt out by either Party, Developer's failure to return all monies paid by City in the preceding calendar year within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

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

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

To the Developer:

Korte Meat Processing
Attn: Therese Korte
810 Deal Street
Highland, IL 62249

To the City:

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

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager

KORTE MEAT PROCESSING



Therese Korte

City of Highland



Business Assistance Application

Project Name: Korte Meat Processing
Address of Proposed Project: 915 Hemlock St. Highland, IL 62249

Applicant Information:

Company Name: Korte Meat Processing **Office Phone:** 618-654-3813
Company Address: 810 Deal St **Alt. Phone:** 618-781-5362
City, State, Zip: Highland, IL 62249 **Fax:** 618-654-8207
Contact Person/Title: Therese Korte **Years in Business:** 54
Email: kortemeats@yahoo.com
Type of Business: Corporation Partnership Sole Proprietor Trust LLC

<u>Project Costs:</u>	<u>Projected Costs</u>
Architectural & Engineering Fees	300,000
Legal & Other Professional Fees	10,000
Cost of Marketing the Sites	10,000
Purchase Land	
Purchase of Existing Facility	1,620,000
Demolition Cost	1,000,000
Site Improvements	5,000,00
Rehab, remodel of existing building	5,000,000
Construction of New Building(s)	
Contingency	150,000
Working Capital (Equity)	90,000
Other (Please Specify)	

Total Project Costs: 8,680,000.00
 \$ Assistance Requested 2,634,000

Current Information:

Sales **Current Annual Gross Sales** 4 M
Sales Tax **Current Annual Taxable Sales** 1,7484,481.00
 for Sales Tax
Jobs **Current Number of full time** 17 FT
 jobs (proof from IDES)

Property Tax:

Attach a copy of the most current property tax bill

Real Estate Taxes for the Year	2020
Parcel ID Number for each property within your development area	01-2-24-06-12-201-001
Parcel ID Number for each property within your development area	01-2-24-06-08-201-001
Parcel ID Number for each property within your development area	
Township (Helvetia Saline Marine)	Helvetia
Fair Market Value (or Current Appraisal Value)	2,846,200
Taxable Value	948,640
Combination Tax Rate	8.266%
Total Tax	78,414.60

Estimates After Redevelopment:

Acreage or total square footage of the project area	9.9 acres
Square Footage of Building / Structures	50,000
Estimated Market Value after redevelopment	8,000,000
EAV after redevelopment (approx. 1/3 of Market Value)	2.5 mil
Estimated Annual Gross Sales (Includes Labor)	5 mil
Estimated Annual Taxable Sales for Sales Tax	6 mil
Estimated Number of Newly Created Full Time Jobs	15 FT
Type of Jobs (Clerical Production Sales and Service)	All
Estimated Annual Salary for each newly created job	40,000
Estimated Number of Jobs Retained – Full Time	17

Narrative for
Korte Meat Processing

Korte Meat Processing was started by the late Alfred Korte and Don Richter in 1968. They did custom slaughter for beef, pork, and lamb. They also made summer sausage and hot sticks using the family recipe. In 1998 Dave and Therese Korte purchased the business and opened up a retail counter which has blossomed.

We at Korte Meat Processing are continuing to grow and our slaughter is increasing. We are completely booked on slaughter through 12-31-23. We have a cancellation list that is a mile long. We are averaging 22 Beef and 10 Hogs weekly. With a new facility we are hoping to increase those numbers to 40 Beef and 25 Hogs weekly. We also process around 3000 deer yearly.

With the new facility we will be doubling our retail area allowing us to expand what we can offer to our customers. More visibility too many more products and ready to heat and serve items as well. We are also wanting to include a "Meat Cave" in the facility. Our customers travel from all over to shop our store.

We are looking to hire 8 – 17 full time employees.

Naturally a project of this size comes with \$\$\$\$\$. Any and all help with incentives and tax relief from the City would be greatly appreciated.

Thank You in advance for helping to keep Highland a thriving community.

Therese Korte

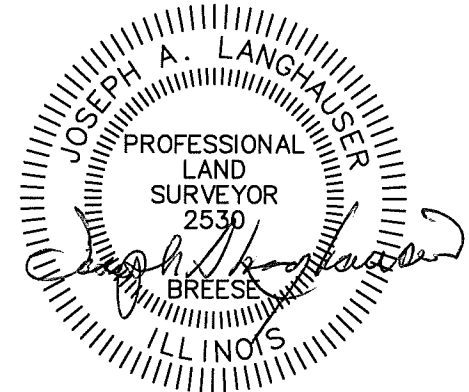
6-27-22

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

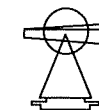


DATE: 8-2-2022

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

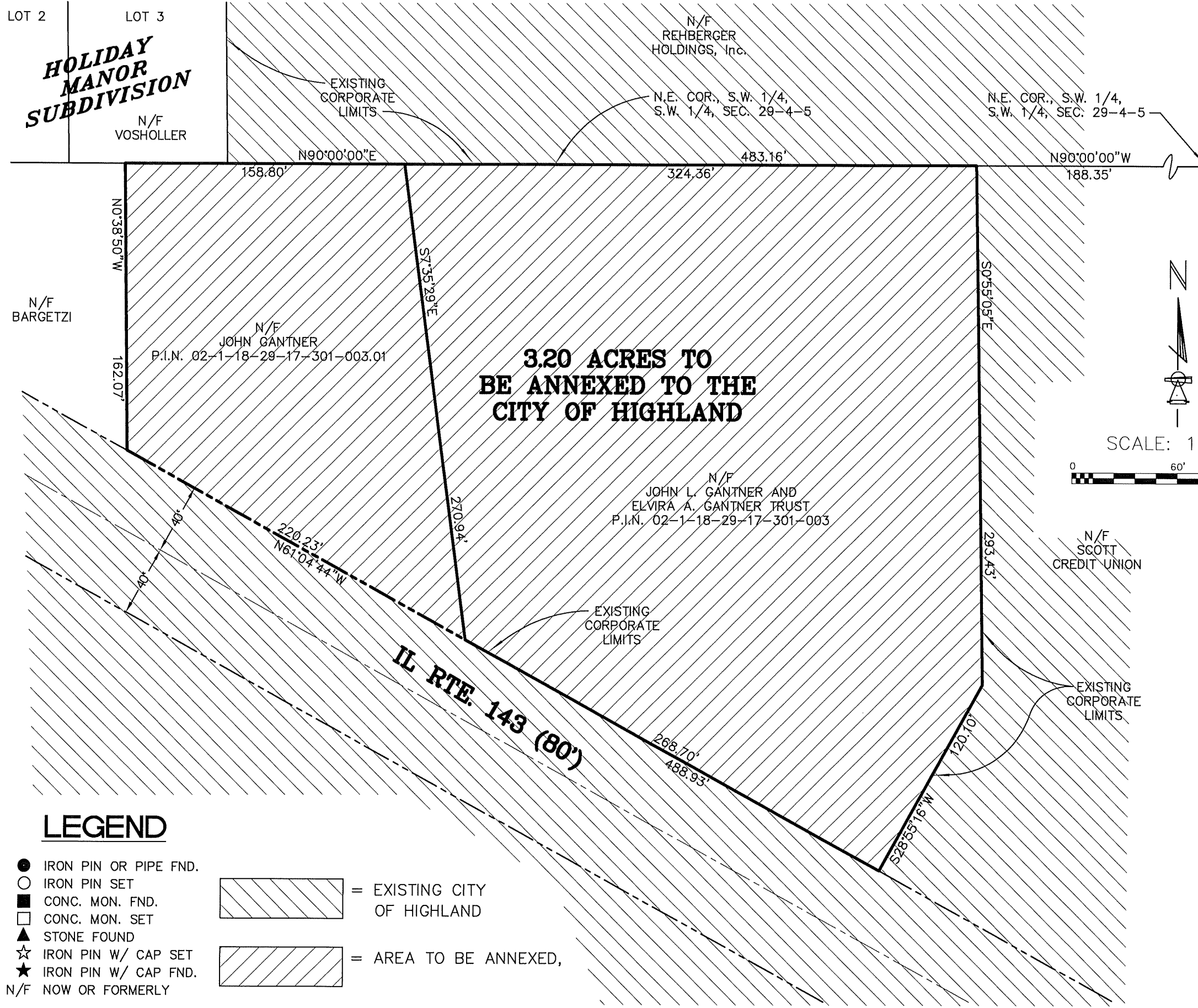
LAND SURVEYING AND CONSULTING
ILLINOIS PROFESSIONAL DESIGN FIRM
LICENSE # 184-002806

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

7-29-2022

DLW/JAL

5790-S-22



**3.20 ACRES TO
BE ANNEXED TO THE
CITY OF HIGHLAND**

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. 4th 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.

ORDINANCE NO. _____

**ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF HIGHLAND,
MADISON COUNTY, ILLINOIS,
OWNED BY
JOHN GANTNER, 12443 STATE ROUTE 143, PPN # 02-1-18-29-17-301-003.001, AND
JOHN L. AND ELVINA GANTNER TRUST, 12449 STATE ROUTE 143,
PPN # 02-1-18-29-17-301-003**

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 John L. and Elvina Gantner Trust (hereinafter "Owners"), are the Owners of record of certain land shown on the plat of annexation attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to annex certain territory into City, including:

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 have filed with City, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), a Petition for Annexation of a tract of land approximately 3.20 acres in size; and

WHEREAS, all electors, if any, residing within the Annexed Property have been notified; and

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

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

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

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

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

and

WHEREAS, the legal notice regarding the intention of City to annex the said territory has been given to all public bodies and persons required to receive such notice by state statute; and

WHEREAS, the Annexed Property is now in the Highland-Pierron Fire Protection District; and

WHEREAS, City has notified all the trustees of the Highland-Pierron Fire Protection District, in writing by certified mail, at least ten (10) days in advance of the City Council's consideration of this Ordinance; and

WHEREAS, the Annexed Property is in Saline Township; and

WHEREAS, City has notified the Township Commissioner of Highways, the Board of Town Trustees, the Township Supervisor, and the Township Clerk of Saline Township in writing by certified mail, at least ten (10) days in advance of the City Council's consideration of this Ordinance; and

WHEREAS, the City of Highland has recorded in the Madison County Recorder's Office an affidavit that service of such notices has been made as provided by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); and

WHEREAS, City Council has determined it is in the best interests of public health, safety, general welfare and economic welfare to annex the Annexed Property into City.

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

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

Section 2. The Annexed Property, the boundaries of which are shown in the Plat of Annexation and attached hereto as **Exhibit A**, and the boundaries of which are shown in the Legal Description attached hereto as **Exhibit B**, is hereby annexed to the City of Highland, Illinois, an Illinois municipal corporation.

Section 3. A copy of this Ordinance shall be recorded in the Madison County, Illinois, Recorder's Office.

Section 4. A copy of this Ordinance shall also be filed with the County Clerk of Madison County, Illinois.

Section 5. The City Clerk shall also, within 30 days of the annexation, report the annexation by certified or registered mail to the election authorities having jurisdiction in the territory annexed and the post office branches serving the territory annexed.

Section 6. This ordinance shall take effect immediately upon its passage and approval.

Passed by the City Council of the City of Highland, 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. _____

**ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS,
OWNED BY MRE PORTFOLIO ONE, LLC: PPN: 02-1-18-32-02-202-006**

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"), is the Owner of record of certain land shown on the plat of annexation attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to annex certain territory into City, including:

MADISON COUNTY PARCEL NUMBER: 02-1-18-32-02-202-006
DEED REFERENCE: 2022R10470
PERIMETER DESCRIPTION (SEE ALSO RECORD DEED):

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 attached hereto as **Exhibit B**; and

WHEREAS, Owner has filed with City, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), a Petition for Annexation of a tract of land; and

WHEREAS, all electors, if any, residing within the Annexed Property have been notified; and

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

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

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

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

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

and

WHEREAS, the legal notice regarding the intention of City to annex the said territory has been given to all public bodies and persons required to receive such notice by state statute; and

WHEREAS, the Annexed Property is now in the Highland-Pierron Fire Protection District; and

WHEREAS, City has notified all the trustees of the Highland-Pierron Fire Protection District, in writing by certified mail, at least ten (10) days in advance of the City Council’s consideration of this Ordinance; and

WHEREAS, the Annexed Property is in Saline Township; and

WHEREAS, City has notified the Township Commissioner of Highways, the Board of Town Trustees, the Township Supervisor, and the Township Clerk of Saline Township in writing by certified mail, at least ten (10) days in advance of the City Council’s consideration of this Ordinance; and

WHEREAS, the City of Highland has recorded in the Madison County Recorder’s Office an affidavit that service of such notices has been made as provided by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); and

WHEREAS, City Council has determined it is in the best interests of public health, safety, general welfare and economic welfare to annex the Annexed Property into City.

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

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

Section 2. The Annexed Property, the boundaries of which are shown in the Plat of Annexation and attached hereto as **Exhibit A**, and the boundaries of which are shown in the Legal Description attached hereto as **Exhibit B**, is hereby annexed to the City of Highland, Illinois, an Illinois municipal corporation.

Section 3. A copy of this Ordinance shall be recorded in the Madison County, Illinois, Recorder's Office.

Section 4. A copy of this Ordinance shall also be filed with the County Clerk of Madison County, Illinois.

Section 5. The City Clerk shall also, within 30 days of the annexation, report the annexation by certified or registered mail to the election authorities having jurisdiction in the territory annexed and the post office branches serving the territory annexed.

Section 6. This ordinance shall take effect immediately upon its passage and approval.

Passed by the City Council of the City of Highland, 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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (“MABAS MASTER AGREEMENT 2022”)

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 Mutual Aid Box Alarm System (“MABAS”) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois, to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public

agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and / or City Manager is authorized and directed to execute any document necessary to enter the Intergovernmental Agreement for participation in MABAS.

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

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated herein by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved (*See Exhibit A*).

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE 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 and approved by the Mayor 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 record 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



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit’s Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State’s Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **“Incident Command System”** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **“MABAS”** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **“Mutual Aid”** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **“Requesting Unit”** means any Unit requesting assistance of another Unit under this Agreement.
- T. **“Serious Threats to Public Health and Safety”** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **“Training”** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **“Unit”** (also “Member Unit”) means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party’s policies and within the authority provided to its Chief Officer, upon an Aiding Unit’s receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____



City of Highland
Highland Ambulance Service

J. Brian Wilson, Emergency Medical Services Chief

MEMORANDUM 22-006

To: Chris Conrad, City Manager
Highland City Council

From: J. Brian Wilson,


EMS Chief

Carole Presson,


Director of Public Safety

Date: November 10, 2022

Subject: Updated MABAS Master Agreement

RECOMMENDATION:

I recommend that the City of Highland adopt the resolution to continue participation in the Mutual Aid Box Alarm System (MABAS). This will ensure our ability to receive mutual aid for any large-scale incident that exceeds the capabilities of our existing fire and/or EMS departments.

DISCUSSION:

As you may know, Highland signed the original MABAS agreement in 2002. (Ordinance #2064). This original agreement was created back in 1988 and was focused on creating the ability of all MABAS member fire agencies in Illinois to provide or receive mutual aid from anywhere in Illinois. Since that time, nearly all of the approximately 1200 fire departments in Illinois have become members of MABAS. Thousands of mutual aid incidents have occurred since the creation of MABAS in 1968.

An addendum to the original agreement was signed by the City Council in 2014 (Ordinance #2643). The addendum created the ability for a community to receive compensation for the personal and equipment that they deploy to assist a stricken agency during an emergency. This becomes most important during protracted deployments that can last for up to 14 days, such as the deployment to Louisiana last year following a hurricane. Two Highland personnel and one pumper truck were a part of that deployment. Because we signed the 2014 addendum, Highland was reimbursed for wages, equipment rental for the pumper, replacement costs for minor damages incurred, and meal expenses. Highland was made whole for all related costs for this deployment. Not to mention the invaluable assistance they provided to the stricken Louisiana community they were assigned to assist.

Regarding the revised master agreement, many fire departments in Illinois are located adjacent to the borders of neighboring states. Differing statutes of each of those states created concerns of indemnification if one fire agency crossed the border into another state. Questions of potential liability and workman's compensation, etc. needed to be clarified and/or addressed. In working with attorneys in each of the surrounding states, this revised master agreement has now addressed and clarified issues of concern. Roles and responsibilities were also more clearly defined in this agreement.

FINANCIAL IMPACT:

Signing this agreement imposes no additional financial obligation beyond the annual dues of \$556.50 that Highland pays for membership for both fire and EMS.

STATE OF Wisconsin }
COUNTY OF Dane }

SS

PETITION

To the Honorable Mayor and City Council of the City of Highland, Illinois:

I, the undersigned, do hereby state:

1. That on the 30th day of July, 2008, the City of Highland, Illinois executed to Al and Alice Peters, a Cemetery Deed in its usual form granting the right of burial in and to the following described real estate, to-wit:

Grave spaces #5 and 6 in Lot No. 88 of Block No. 20 in the Highland City Cemetery, located in the County of Madison and State of Illinois.

2. That the annual upkeep charges are paid.
3. Alice Juanita Peters died on May 14, 2022, and her remains were buried in the Brady Cemetery in Akin, Illinois, on May 18, 2022.
4. That the undersigned desires to transfer his interest in the following described real estate, to-wit:

Graves 5 and 6 in Lot No. 88 of Block No. 20 in the Highland City Cemetery located in the County of Madison and State of Illinois;


to Terry D. and Pamela P. Schrupf, 12238 R and T Road, Highland, IL 62249.

WHEREFORE, the undersigned prays that you grant him leave to transfer to Terry D. and Pamela P. Schrupf, the ownership and right of burial in and to the following described real estate, to-wit:

Graves 5 and 6 in Lot No. 88 of Block No. 20 in the Highland City Cemetery located in the County of Madison and State of Illinois;

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 16th day of November, 2022.


Petitioner as Agent for
Al Peters

STATE OF Wisconsin }
COUNTY OF Dane } SS

I, Michael J. Rausch, a Notary Public in and for said County and State aforesaid, do hereby certify that Michael Peters, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of November, 2022.

My Commission Expires:
is permanent

Michael J. Rausch
Notary Public

(SEAL)



City of Highland, Illinois

Electric Department



BID #E-08-22

PURCHASE OF ASSORTED DISTRIBUTION TRANSFORMERS

Tuesday, December 20, 2022

City Hall

1115 Broadway

Highland, Illinois

Approved by: _____

A handwritten signature in blue ink, appearing to be 'Chris J.', is written over the line for the approved by field.

Date: _____

11-16-2022

Bid submitted by:

**NOTICE OF MUNICIPAL LETTING
CITY OF HIGHLAND, ILLINOIS**

NOML E-08-22

Purchase of assorted Distribution Transformers

The City of Highland will accept bids until 10:00 A.M. CST on Tuesday, the 20th of December 2022 at City Hall located at 1115 Broadway, Highland, Illinois at which time they will be publicly opened and read. After tabulation and review, bids will be presented to the City Council at its regular meeting scheduled for January 3rd, 2023 for consideration. If there are any questions concerning this solicitation, please contact Mr. Dan Cook, Director of Electric at (618) 654-7511.

Bids shall be submitted in an opaque, sealed envelope containing the bidders name and address and labeled "Sealed Bid, E-08-22, Purchase of assorted Distribution Transformers" Facsimile bids are not acceptable.

The city of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. The bid prices shall remain valid and no participating party may withdraw his bid for at least thirty (30) days after the established deadline for receipt of bids.

By submitting this bid, the participating party acknowledges that they are familiar with the specifications and all other applicable regulatory and contract requirements for the work. Any area of concern shall be brought to the Department of Light & Power's attention as soon as possible.

The Certificate of Non-Delinquency of Taxes, Certificate of Compliance and the "Hold Harmless Agreement" forms must be returned with the bid. The City Council is prohibited from awarding the contract without these documents.

BASIS FOR BID

The bid shall include all labor, plant, material, delivery to City of Highland Electric Building and other costs required to provide up to 65 assorted distribution transformers, types, sizes and quantities as detailed in the attached specification sheets. The bid price will include all discounts, preparation costs and all other charges or credits. DO NOT include taxes in the bid price. The city of Highland is exempt from Federal Excise, Transportation, and State Sales Taxes.

BASIS FOR CONTRACT AWARD

Bid submissions will be evaluated and compared to the specifications provided by the city. Both cost and delivery date will be considered when awarding this purchase. The lowest responsible and responsive bid that meets the provided specifications shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to City Council approval).

BASIS OF PAYMENT

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

Proposals received after 10:00 A.M. CST, December 20th, 2022 will not be accepted and will be returned to the proposer unopened. The City of Highland reserves the right to reject any and all responses and waive minor irregularities. No proposal may be withdrawn for a period of thirty (30) days.

Bid Summary Sheet

Note: This sheet must be filled out and submitted along with the supporting individual proposal forms for each transformer size and form. Cost entered below should be for 1 transformer not total quantities.

Transformer size and form	25 kVA Pad mount	50 kVA Pad mount	15 kVA Pole mount	25 kVA Pole mount	50 kVA Pole Mount
Base Price					
Evaluated Cost					

If your proposal requires the purchase of all transformers quoted, please indicate that on your bid. The city will evaluate each size and form (pad or pole) separately and will possibly issue several purchase orders to several vendors based upon which offers the best proposal for each transformer. If you would like to provide a discounted price if all of the transformers are ordered from one vendor, please do so and indicate that is a requirement for the lower pricing.

**SINGLE PHASE
Pad Mounted Transformer Specifications
NOML E-08-22**

SINGLE PHASE PAD MOUNTED TRANSFORMER - This specification covers the electrical characteristics and mechanical features of new, single phase, 60 HZ, mineral-oil filled, self-cooled, pad mounted type distribution transformer of a size and voltage included on the attached Bid Forms.

A. General Electrical and Mechanical Features:

1. New.
2. Single-phase, 60 HZ.
3. Mineral-oil filled.
4. Self-cooled.
5. Pad-mounted distribution type.
6. Primary voltage (13200GRDY/7620), with taps.
7. Secondary voltages to be: as shown on the attached quote Forms.
8. Primary winding shall be copper and secondary windings shall be aluminum.
9. Transformer shall be suitable for connection to a 13200/7620V, multi-grounded distribution system.
10. ANSI standard impedance.
11. The transformer shall meet all applicable requirements of ANSI - C57.12.25 except as otherwise specified herein.
12. The maximum temperature rise above ambient at 100% KVA load shall not exceed 65 degrees C.

B. The primary connection shall be dead front and shall consist of two (2) super-close, one piece, 200 Amp, 15 KV, load break bushings and wells suitable for loop feed operation. Bushing height to be 9 in. minimum measured vertically from the mounting base of the unit.

C. Cable accessory parking stands shall be located adjacent to the bushing wells with a minimum of 5 inches from the center line of the bushing to the center line of the parking stand.

E. The transformers shall be equipped with a single voltage winding to provide for normal operation at 13200/7620V.

F. The transformer shall be equipped with two 2-1/2% taps above and below normal and externally operable no-load tap changer with the handle located in the primary compartment. Tap changer switch handle shall have provision for locking in all positions.

- G. The transformer windings shall be protected by one (1) Bay-O-Net type fuse and holder located in the primary compartment. The Bay-O-Net fuse holder shall be provided with plastic spill pan. The transformer shall include one (1) spare fuse sized for operation at 7,620V.
- H. The transformer shall be equipped with an automatic pressure relief device.
- I. The transformer shall have the secondary neutral brought out in the secondary compartment through a fully insulated bushing ("XO") and equipped with a removable full ampacity ground strap.
- J. The two (2) fully insulated secondary bushings and one (1) neutral bushing shall consist of an external 5/8 in. diameter - 11 copper stud. Secondary bushing spades shall be designed in a standard arrangement with a minimum of 5-1/2" horizontal clearance between spades and minimum 3" clearance from any sidewall.
- K. The transformer shall be equipped with a minimum of two (2) 1/2" - 13 tapped holes, one in the primary compartment and one in the secondary compartment for connection of Anderson type GTCS cable to transformer ground clamps. Tapped holes shall be covered before painting.
- L. Each distribution transformer shall be equipped with a non-resettable device which detects and provides external indication of internal transformer faults. This device also incorporates a pressure relief valve. The approved device is manufactured by IFD Corporation or approved equal.
- M. The transformers shall be fitted with a filling plug or cap.
- N. The transformer shall be provided with a removable hinged compartment door with a recessed locking assembly containing padlock provisions and a pentahead locking bolt.
 - 1. An instruction nameplate shall be located on the inside of the low voltage compartment and will clearly indicate the following:
 - a. The one-line diagram.
 - b. kVA Rating.
 - c. Primary/Secondary Voltage.
 - d. All other pertinent information related to the unit.
 - 2. Stainless steel is to be used for all metal in contact with the foundation (sill, side panels, and false bottom of tank area). All exposed hardware shall be stainless steel.
 - 3. Manufacturer must furnish certification that the transformer will meet ANSI

Standard on enclosure security standards.

- O. The transformer shall be equipped with lifting lugs or other suitable means for safely lifting the unit.
- P. The transformer shall meet, or exceed, Western Underground Committee Guide 2-13 for security and tamper-resistant operation.
- Q. The transformer shall be provided with all required safety stickers and warning labels.
- R. The transformer coating shall meet the latest EEI finishing guidelines for pad mounted equipment and the successful vendor must provide certified test reports insuring this requirement is met.

Color shall be Munsell No. 7 OGY 3.29/1.5 (Ameritech Telephone Green).

The manufacturer must furnish certification that the transformer will meet ANSI Standard C57.12.29-1988 on finish.

Outside shall be labelled with Transformer size (KVA) and primary and secondary voltages.

- S. Vendors shall complete the Bid Evaluation Forms for the transformer, as attached. The successful vendor shall provide certified test reports, which shall include core and winding losses, on the transformer supplied under this quote. The final payment for transformers not meeting the guaranteed loss values shall be adjusted accordingly. The loss penalty shall be as follows:

No Load Loss at \$3300.00/KW
Load Loss at \$1200.00/KW

- T. Manufacturers are to submit certification that the transformer does not contain any measurable concentrations of PCBs.
- U. The transformer shall be palletized and delivered on an open type flatbed trailer. Forty-eight (48) hour notice is required prior to delivery by calling the City of Highland Utilities Dept. at (618) 654-7511 between the hours of 8:00 a.m. and 3:00 p.m. weekdays.

TRANSFORMER EVALUATION INFORMATION

The transformer evaluation will be based on the present value cost as determined by the following formulas:

$$\text{Cost of Core Loss} = \text{No Load Loss (KW)} \times \$3300.00$$

$$\text{Cost of Winding Loss} = \text{Load Loss (KW)} \times \$1200.00$$

Load loss is to be determined at 100% of transformer KVA rating.

Present value cost of transformer = Quote price + Present value of Core Loss + Present value of Winding Losses.

Vendors are expected to complete the attached Quote Form, provided herein, for each transformer. If attached Quote Form is not provided with the Vendors quote, the quote will be deemed as non-compliant and will be rejected.

The City retains the right to select to select the Bid which represents the best value for the City of Highland.

Note: This page must be filled out and returned with your bid.

**TRANSFORMER BID PROPOSAL FORM
NOML E-08-22**

Transformer Type: 1 PH Pad Mounted

Quantity: 20

Type: NEW

Transformer KVA: 25

Primary Voltage: 13200GRDY/7620

Secondary Voltage: 240/120 Volts

Guaranteed core loss: _____ kW (at 0% load)

Guaranteed winding loss: _____ kW (at 100% load)

Guaranteed total loss: _____ kW

PVCL = Present Value of Core Losses

$$= \text{_____ kW} \times \$3,300/\text{kW} = \$ \text{_____}$$

PVWL = Present Value of Winding Losses

$$= \text{_____ kW} \times \$1,200/\text{kW} = \$ \text{_____}$$

Quoted Price (without escalators) = \$ _____ Ea.

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL

$$= \$ \text{_____ Ea.}$$

Firm Delivery after Receipt of Order _____ Weeks

Note: This page must be filled out and returned with your bid.

**TRANSFORMER BID PROPOSAL FORM
NOML E-08-22**

Transformer Type: 1 PH Pad Mounted

Quantity: 10

Type: NEW

Transformer KVA: 50

Primary Voltage: 13200GRDY/7620

Secondary Voltage: 240/120 Volts

Guaranteed core loss: _____ kW (at 0% load)

Guaranteed winding loss: _____ kW (at 100% load)

Guaranteed total loss: _____ kW

PVCL = Present Value of Core Losses

$$= \text{_____ kW} \times \$3,300/\text{kW} = \$\text{_____}$$

PVWL = Present Value of Winding Losses

$$= \text{_____ kW} \times \$1,200/\text{kW} = \$\text{_____}$$

Quoted Price (without escalators) = \$ _____ Ea.

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL

$$= \$\text{_____ Ea.}$$

Firm Delivery after Receipt of Order _____ Weeks

**SINGLE PHASE
POLE MOUNTED TRANSFORMER SPECIFICATIONS
NOML E-08-22**

1.0 SCOPE

This specification covers requirements for new single phase, 60Hz, mineral-oil-immersed, 65 deg C rise, overhead type distribution transformers rated of a size and voltage included on the attached Quote Form.

2.0 SPECIFIC REQUIREMENTS

2.1 Primary Bushings

Two (2) cover-mounted primary bushings (13200/7620 volt) shall be provided. The color of the bushings shall be ANSI No. 70, sky gray.

2.2 Primary and Secondary Terminals

Terminals shall be tin plated brass to accept aluminum or copper conductors. Units shall have clamp-type terminals.

2.3 BIL

The BIL shall be 95 kV at the 7620 V tap.

2.4 Voltage Taps

2-2 1/2% taps above and 2-2 1/2% taps below rated voltage are required on all transformers.

2.5 Impedances

Impedances shall be within the range of 1.5 - 2.5%.

2.6 Pressure Relief / IFD

Each distribution transformer shall be equipped with a non-resettable device which detects and provides external indication of internal transformer faults. This device also incorporates a pressure relief valve. The approved device is manufactured by IFD Corporation or approved equal.

2.7 Wildlife Contact Protection

Transformers shall have insulated tank covers and rings for protection against wildlife contact.

2.8 Paint

Transformer finish paint color shall be ANSI No. 70, sky-gray. Except for color, the finish shall meet the requirements of the proposed EEI Finishing Guidelines for Pad Mounted Equipment. (To meet the Salt Spray requirements on this guideline, only the 1000 hr. test will be required).

2.9 Insulating Oil

Insulating oil shall have a PCB content of 1 PPM or less and shall be labeled as such on the nameplate. Transformers are to be provided with certification of non-PCB status.

2.10 Decals

Decals included showing Transformer size (KVA) and primary and secondary voltages.

3.0 REFERENCED STANDARDS

Transformers shall conform to ANSI C57.12.20-1981 except where deviation is specified herein.

4.0 LOSSES

Vendors shall complete the quote evaluation forms for each transformer, as per the attached evaluation form. The successful vendor shall provide certified test reports, which shall include core and winding losses, on each transformer supplied under this quote. The final payment for all transformers not meeting the guaranteed loss values shall be adjusted accordingly. The loss penalty shall be as follows:

No Load Loss at \$3300.00/KW
Load Loss at \$1200.00/KW

5.0 SHIPPING

All transformers shall be palletized and delivered on an open type flat bed trailer. Forty-eight (48) hour notice is required prior to delivery by calling (618) 654-7511 between the hours of 8:00 a.m. and 3:00 p.m. weekdays.

TRANSFORMER EVALUATION INFORMATION

The transformer evaluation will be based on the present value cost as determined by the following formulas:

$$\text{Cost of Core Loss (\$)} = \text{No Load Loss (KW)} \times \$3300.00$$

$$\text{Cost of Winding Loss (\$)} = \text{Load Loss (KW)} \times \$1200.00$$

Load loss is to be determined at 100% of transformer KVA rating.

Present value cost of transformer = Quoted price + Present value of Core Loss + Present value of Winding Losses.

Vendors are expected to complete the attached Quote Form, provided herein, for each transformer. If attached Quote Form is not provided with the Vendors quote, the quote will be deemed as non-compliant and will be rejected.

The City retains the right to select to select the Quote which represents the best value for the City of Highland.

Note: This page must be filled out and returned with your bid.

**TRANSFORMER BID PROPOSAL FORM
NOML E-08-22**

Transformer Type: 1PH - Pole Mounted -Type S

NEW

Transformer KVA: 15 Qty.: 10

Primary Voltage: 7620/13200Y Secondary Voltage 120/240 Volts

Guaranteed core loss: _____ KW (at 0% load)

Guaranteed winding loss: _____ KW (at 100% load)

Guaranteed total loss: _____ KW

PVCL = Present Value of Core Losses = _____ KW x \$3,300/KW = \$ _____

PVWL = Present Value of Winding Losses = _____ KW x \$1,200/KW = \$ _____

Quoted Price (without escalators) = \$ _____

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL = \$ _____

Firm Delivery after Receipt of Order _____ Weeks

Manufacturer _____

Note: This page must be filled out and returned with your bid.

**TRANSFORMER BID PROPOSAL FORM
NOML E-08-22**

Transformer Type: 1PH - Pole Mounted -Type S

NEW

Transformer KVA: 25 Qty.: 15

Primary Voltage: 7620/13200Y Secondary Voltage 120/240 Volts

Guaranteed core loss: _____ KW (at 0% load)

Guaranteed winding loss: _____ KW (at 100% load)

Guaranteed total loss: _____ KW

PVCL = Present Value of Core Losses = _____ KW x \$3,300/KW = \$ _____

PVWL = Present Value of Winding Losses = _____ KW x \$1,200/KW = \$ _____

Quoted Price (without escalators) = \$ _____

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL = \$ _____

Firm Delivery after Receipt of Order _____ Weeks

Manufacturer _____

Note: This page must be filled out and returned with your bid.

**TRANSFORMER BID PROPOSAL FORM
NOML E-08-22**

Transformer Type: 1PH - Pole Mounted -Type S

NEW

Transformer KVA: 50 Qty.: 10

Primary Voltage: 7620/13200Y Secondary Voltage 120/240 Volts

Guaranteed core loss: _____ KW (at 0% load)

Guaranteed winding loss: _____ KW (at 100% load)

Guaranteed total loss: _____ KW

PVCL = Present Value of Core Losses = _____ KW x \$3,300/KW = \$ _____

PVWL = Present Value of Winding Losses = _____ KW x \$1,200/KW = \$ _____

Quoted Price (without escalators) = \$ _____

Evaluated Cost of Transformer = Quoted Price + PVCL + PVWL = \$ _____

Firm Delivery after Receipt of Order _____ Weeks

Manufacturer _____

PUBLIC NOTICE CITY OF HIGHLAND ILLINOIS
NOTICE OF MUNICIPAL LETTING
Purchase of Assorted Distribution Transformers NOML E-08-22

The City of Highland will accept sealed bids until 10:00 A.M. CDT on Tuesday, the 20th of December, 2022 at City Hall located at 1115 Broadway, Highland, Illinois at which time they will be publicly opened and read.

The specifications for the trimming can be obtained either in person at City Hall or through email request to dcook@highlandil.gov.

City of Highland, Illinois

Chris Conrad, City Manager

City of Highland
"Sealed Bid, E-08-22, Purchase of Assorted Distribution Transformers for Stock"
Attn: Daniel Cook, Director of Electric
1115 Broadway
PO Box 218
Highland, Illinois 62249

NOTICE TO EDITOR: Please publish the above notice in the Pioneer on Wednesday, November 30, 2022.

**Send proof of publication to: City of Highland
Attn: Dan Cook
PO Box 218
Highland, Illinois 62249**

**Send bill for above notice to: City of Highland
Attn: Accounts Payable
PO Box 218
Highland, Illinois 62249**



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Electric
Date: November 15, 2022
Subject: Notice of Municipal Letting for the Purchase of Assorted Distribution Transformers for Stock, E-08-22

RECOMMENDATION

I recommend that you seek council approval to advertise for the above referenced NOML.

DISCUSSION

The city needs to have an assortment of Distribution Transformers on hand at all times to replace any failures along with installation at new construction sites. The lead time for these devices is over a year now and although we do not have the dollars allocated for all these this fiscal year, we would be jeopardizing our services if we do not get these on order ASAP.

FISCAL IMPACT


This item will be paid for under GL# 101-104-5-540-20.

CONCURRENCE

Recommended by: _____

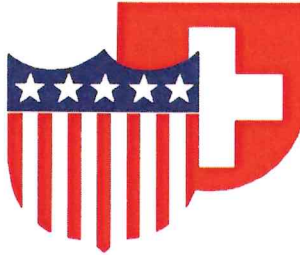

Daniel Cook, Director of Electric

Approved by: _____


Chris Conrad, City Manager

City of Highland, Illinois

Electric Department



BID #E-09-22

138KV LINE CLEARANCE TRIMMING

Tuesday, December 20, 2022

City Hall

1115 Broadway

Highland, Illinois

Approved by: _____

A handwritten signature in blue ink, appearing to be 'Chris H.', is written over the line for the approved by field.

Date: _____

11-16-2022

Bid submitted by:

**NOTICE OF MUNICIPAL LETTING
CITY OF HIGHLAND, ILLINOIS**

**Bid #E-09-22
138 kV Line Clearance Trimming**

The City of Highland will accept bids until 10:00 A.M. CST on Tuesday, the 20th of December 2022 at City Hall located at 1115 Broadway, Highland, Illinois at which time they will be publicly opened and read. After tabulation and review, bids will be presented to the City Council at its next regularly scheduled meeting for consideration. If there are any questions concerning this solicitation, please contact Mr. Dan Cook, Director of Electric at (618) 654-7511.

Bids shall be submitted in an opaque, sealed envelope containing the bidders name and address and labeled "Sealed Bid, E-09-22, 138 kV Line Clearance Trimming". Facsimile bids are not acceptable.

The city of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. The bid prices shall remain valid and no participating party may withdraw his bid for at least thirty (30) days after the established deadline for receipt of bids.

By submitting this bid, the participating party acknowledges that they are familiar with the specifications and all other applicable regulatory and contract requirements for the work. Any area of concern shall be brought to the Department of Light & Power's attention as soon as possible.

The Certificate of Non-Delinquency of Taxes, Certificate of Compliance, Certificate of Compliance – Substance Abuse and the "Hold Harmless Agreement" forms must be returned with the bid. The City Council is prohibited from awarding the contract without these documents.

BASIS FOR BID

The bid shall include all labor, equipment, material, transportation, and other costs associated with the completion of the requested work. The bid price will include all discounts, preparation costs and all other charges or credits. DO NOT include taxes in the bid price. The city of Highland is exempt from Federal Excise, Transportation, and State Sales Taxes.

DESCRIPTION OF PROJECT

The bidder shall provide a proposal for performing line clearance trimming along the cities 138KV line which runs between the City of Highland Power Plant in Highland and Jarvis Substation. Trimming on the North side of the railroad tracks only. The line is approximately 1.6 miles long. The length of the line that needs to be trimmed is 6.1 miles. Trimming is to be performed between pole number 18 and pole number 147, which is the last pole before the Jarvis substation. The area is broke down as follows:

- Between structures 18-27 Mulch or otherwise cut the brush.
- Between structures 76-111 Mulch or otherwise cut the brush and trim trees.
- Between structures 113-147 Mulch or otherwise cut the brush and trim trees.

The contractor will be responsible for providing all labor and equipment necessary to complete the work specified. Contractor shall also coordinate with the railroad where necessary for flaggers and contractor will pay for all costs associated with the provision of flaggers when necessary.

Tree trimming is to be done in accordance with a minimum 30 foot clear from either side of the line and straight up following all industry best practices while performing the work as well as dictating the end result. No overhang is allowed.

Any underbrush over 6 feet tall needs to be removed using either a Fecon or other industry approved best practice removal process. All stumps need to be cut flush with the ground. All easement areas are to be

left such that they are fully accessible on foot. This means either well mulched or cut and windrowed at the edge of the easement to allow easy access for line maintenance. All work will be audited when completed.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

The Contractor must agree to pay the most current prevailing wage as set forth by the Illinois Department of Labor.

This contract is governed by Prevailing Wage regulations and the bidder shall comply with the Illinois Prevailing Wage Act. The CONTRACTOR and their subcontractors shall comply with all Illinois statutes pertaining to the selection of labor.

1. This Contract shall be based upon payment for the CONTRACTOR and his sub-contractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workmen engaged on the work. Prevailing wage rates for Madison County have been determined by and are available from the Illinois Department of Labor.
2. The CONTRACTOR (successful proposal) shall comply with the Public Works Preference Act (30 ILCS 560/0.01 *et seq.*) concerning employment of Illinois residents on public works projects.

INSURANCE

The successful bidder will be required to carry a minimum amount of insurance. Upon commencement of the project, a Certificate of Insurance shall be submitted with the city of Highland listed as an Additional Insured. All Subcontractors shall provide a Certificate of Insurance.

The successful bidder shall obtain, and maintain, in force throughout the Contract period, insurance coverage in the amounts set out below.

COVERAGE LIMITS

Comprehensive General Liability

❖ Bodily Injury	\$1,000,000 per claim \$1,000,000 aggregate all claims
❖ Property Damage	\$1,000,000 per claim \$1,000,000 aggregate all claims
❖ Worker's Compensation	\$500,000 per claim \$500,000 aggregate all claims
❖ Professional Liability Insurance	\$500,000 per claim \$500,000 aggregate all claims

CONTRACT TIME

This work outlined in this contract shall be completed on or before April 30th, 2023. All work shall remain the responsibility of the CONTRACTOR until final acceptance is issued and the final pay estimate processed.

After work is started on the project, it shall be continued promptly and expeditiously.

BASIS FOR CONTRACT AWARD

Bid submissions will be evaluated and compared to the specifications provided by the city. Both cost and delivery date will be considered when awarding this purchase. The lowest responsible and responsive bid that meets the provided specifications shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to City Council approval).

SAFETY AND HEALTH

The CONTRACTOR shall be responsible for enforcing all O.S.H.A. Safety and Health Standards (29 CFR 1926/1910), pertaining to the construction industry, as established by the United States Department of Labor, Occupational Safety and Health Administration 2207.

The operation of the CONTRACTOR shall be done in such a manner as to avoid hazards to persons and property and interference with the use of adjacent properties or the interruption of free passage to and from such properties.

The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws, local ordinances, and regulations which affect the conduct of this work. The CONTRACTOR shall be solely responsible for all claims and liabilities arising from or based upon the violation of such laws, ordinances or regulations whether by himself or his employees.

SAFETY AND PROTECTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety and precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal or trimming.

CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 2 or 3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the city has issued a notice to CONTRACTOR that the Work is acceptable.

- A. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.
- B. In EMERGENCIES affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give city prompt, written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

PROTECTION OF PROPERTY

The CONTRACTOR shall be responsible for repairing any infrastructure that is damaged during the performance of the contracted trimming work. This infrastructure would include the railroad property along with all adjoining properties along the trimming path.

CHIP DISPOSAL

If necessary, the City can provide a location where chips can be dumped. Chips that are accumulated from the work contracted within this agreement are the only chips that will be accepted at city dump site. The city will delay final acceptance and payment until all unauthorized clearance debris remaining on the project premises at the completion of the clearance work has been removed from the site. Contractor shall make sure all waterways, creeks and ditches are clear of debris generated by their activities at the end of the project. The CONTRACTOR shall leave the premises in an orderly and clean condition, hauling away all brush as is considered standard for the industry.

BASIS OF PAYMENT

Payment will be made only after all work is completed and accepted, as specified, and within 30 days of receipt of invoice for the same. **Contractor to provide Certified Payroll with all invoices.**

Proposals received after 10:00 A.M. CST, December 20th, 2022 will not be accepted and will be returned to the proposer unopened. The City of Highland reserves the right to reject any and all responses and waive minor irregularities. No proposal may be withdrawn for a period of thirty (30) days.

By the order of the Mayor and City Council

Chris Conrad, City Manager

City of Highland
"Sealed Bid, E-09-22, 138KV Line Clearance Trimming"
Attn: Daniel Cook, Director of Electric
1115 Broadway
PO Box 218
Highland, Illinois 62249

BID SHEET

Bid of _____
Company Name

Address	City	State	Zip Code
---------	------	-------	----------

To: City of Highland, Illinois Date: _____

We hereby certify that we are the only party interested in this Bid as principals and examined all the Contract documents, including the Invitation & Instructions to Bidders and the Specifications.

AUTHORIZED
SIGNATURE: _____ TITLE: _____

Print Name: _____

Line Clearance Trimming of 138KV Line

Lump Sum Price \$ _____

List of Subcontractors: _____

**PUBLIC NOTICE CITY OF HIGHLAND ILLINOIS
NOTICE OF MUNICIPAL LETTING
Bid #E-09-22 – 138 kV Line Clearance Trimming**

The City of Highland will accept sealed bids until 10:00 A.M. CST on Tuesday, the 20th of December, 2022 at City Hall located at 1115 Broadway, Highland, Illinois at which time they will be publicly opened and read.

The specifications for the trimming can be obtained either in person at City Hall or through email request to dcook@highlandil.gov.

City of Highland, Illinois

Chris Conrad, City Manager

City of Highland
“Sealed Bid, #E-09-22, 138 kV Line Clearance Trimming”
Attn: Daniel Cook, Director of Electric
1115 Broadway
PO Box 218
Highland, Illinois 62249

NOTICE TO EDITOR: Please publish the above notice in the Pioneer on Wednesday, November 30, 2022.

**Send proof of publication to: City of Highland
Attn: Dan Cook
PO Box 218
Highland, Illinois 62249**

**Send bill for above notice to: City of Highland
Attn: Accounts Payable
PO Box 218
Highland, Illinois 62249**



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: November 15, 2022
Subject: Notice of Municipal Letting for 138 kV Line Clearance Trimming, Bid #E-09-22

RECOMMENDATION

I recommend that you seek council approval to advertise for the above referenced NOML.

DISCUSSION


It has been almost 6 years since the 138KV line has been trimmed and the trees are encroaching upon the power lines which causes reliability concerns. It is imperative that we remove this foliage before it causes an interruption in service.

FISCAL IMPACT


This item is budgeted under 101-104-5-540-03.

CONCURRENCE

Recommended by: _____


Daniel Cook, Director of Light & Power

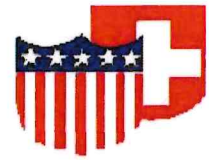
Approved by: _____


Chris Conrad, City Manager

EXPENDITURE LISTING #1230

FROM 11/05/2022 TO 11/18/2022

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				
10845	AMAZON CAPITAL SERVICES	2 QTY DUCT TAPE, 2 QTY HAND SOAP, 4 QTY INK PAD, 3 QTY STAPLES	11/18/2022	311.07
10888	Highland's Tru Buy	PUBLIC WORKS	11/18/2022	277.44
10899	LOGSDON STATIONERS, INC.	Supplies for Central Purchasing	11/18/2022	98.67
Total for Department: 000 Balance Sheet Accounts				687.18
Department: 011 General Admin				
10845	AMAZON CAPITAL SERVICES	1 QTY PULLOVER SWEATSHIRT	11/18/2022	1,038.35
10848	Aramark Uniform Services	RUG SERVICE	11/18/2022	68.31
10863	CIVICPLUS	ONLINE CODE HOSTING PREMIUM BUNDLE	11/18/2022	1,395.00
10869	DE LAGE LANDEN FINANCIAL SERVICES LLC	COPIER USAGE/LEASE - CITY HALL BACK OFFICE	11/18/2022	266.67
10876	FRONTIER	PHONE CHARGES - CITY HALL	11/18/2022	46.87
10877	FROST ELECTRIC SUPPLY COMPANY	20 QTY PHILLIPS FB32T8/TL841/ALTO 32 WATT T8 FLUORESCENT	11/18/2022	323.20
10883	HIGHLAND AUTOWASH LLC	UNLIMITED WASH CITY HALL	11/18/2022	40.00
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	OCTOBER 2022 RETAINER INVOICE	11/18/2022	10,020.30
10900	Louis Latzer Memorial Public Library	MEMORIAL PAUL N VOSS	11/18/2022	16.95
10911	Municipal Clerks of Illinois	DUES FOR 2023 - LANA HEDIGER	11/18/2022	55.00
10947	Watts Copy Systems Inc	JACKIE'S COPIER	11/18/2022	36.05
Total for Department: 011 General Admin				13,306.70
Department: 012 Police Dept				
10843	Albers Fire Prot. Equipment Inc.	PSB FIRE EXTINGUISHERS INSPECTED AND TAGGED	11/18/2022	279.00
10845	AMAZON CAPITAL SERVICES	1 QTY WD_BLACK 1TB SN770 INTERNAL GAMING SOLID STATE DRIVE	11/18/2022	1,231.21
10846	Ameren Illinois	Utilities	11/18/2022	321.40
10858	CDW G Inc	PRINTER MOUNT FOR IN CAR PRINTER	11/18/2022	88.26
10866	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/18/2022	5.73
10872	Ed Roehr Safety Products	RETIRED BADGE AND OFFICER BADGE	11/18/2022	134.28
10878	Galls, LLC	EVIDENCE BAGS LE394&LE396	11/18/2022	79.66
10885	Highland Communication Services	PSB TV/PHONE AND INTERNET	11/18/2022	669.95
10891	Illinois Fire & Police Commissioners Association	ANNUAL RENEWAL MEMBERSHIP	11/18/2022	375.00
10892	IRON MOUNTAIN	POLICE DEPT SHRED SERVICE	11/18/2022	2,200.10
10895	KANE FIRE PROTECTION INC	PSB ANNUAL FIRE SPRINKLER INSPECTION	11/18/2022	450.00
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	LABOR AND EMPLOYMENT FILE NO. 15386-2	11/18/2022	4,467.26
10902	Brian McClenahan	SUNGLASS FOR P096	11/18/2022	102.81
10925	RADIOTRONICS INC	FAN GUARD	11/18/2022	106.34
10927	Reding Tire & Battery Inc	CAR 6 OIL CHANGE	11/18/2022	82.10
10941	TRANSUNION RISK AND ALTERNATIVE	TLO BACKGROUND CHECKS INVESTIGATIONS	11/18/2022	75.00
10947	Watts Copy Systems Inc	DET COPIER USAGE	11/18/2022	764.87
Total for Department: 012 Police Dept				11,432.97
Department: 013 Building & Zoning				
10845	AMAZON CAPITAL SERVICES	1 QTY OTTERBOX DEFENDER CASE	11/18/2022	748.40
10883	HIGHLAND AUTOWASH LLC	UNLIMITED WASH BUILDING & ZONING	11/18/2022	40.00
10885	Highland Communication Services	COMMUNICATION CHARGE	11/18/2022	249.76
10888	Highland's Tru Buy	84 QTY NIAGARA PURIFIED WATER	11/18/2022	284.63
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	OCTOBER 2022 RETAINER INVOICE	11/18/2022	5,583.04
10914	NEXT GENERATION MANAGEMENT SOLUTIONS	Perform one-time CVT floor cleaning and polishing	11/18/2022	560.00
10937	The Kwik Connection Printing Inc	10/12/22 LEGAL - COMBINED PLANNING & ZONING - MRE PORTFOLIO LLC	11/18/2022	162.00
Total for Department: 013 Building & Zoning				7,627.83
Department: 014 Fire Dept				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	41.38
10846	Ameren Illinois	Utilities	11/18/2022	93.07
10866	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/18/2022	18.91
10931	SIGNS & DESIGNS BY RONNIE DEIEN, LLC	EMERGENCY VEHICLE - FIRE TRUCK GRAPHICS	11/18/2022	3,845.00
Total for Department: 014 Fire Dept				3,998.36
Department: 017 Streets / PW Admin				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	290.51
10846	Ameren Illinois	Utilities	11/18/2022	221.74
10855	Broadway Battery & Tire	Front Pads, Rotors, Caliper Slides -This was added to orig. Inv.	11/18/2022	686.51
10866	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/18/2022	106.88
10870	Dr. Wood Trees & Landscape	Tree work Sector 4, 2 Stump Removals	11/18/2022	6,075.00
10883	HIGHLAND AUTOWASH LLC	Auto Wash Membership for Oct. - PWA 2 vehicles	11/18/2022	40.00
10885	Highland Communication Services	Communication Services	11/18/2022	28.00
10896	Kohnen Concrete Products, Inc.	EXTENSION FOR STRUCTURE COVER SLAD, 2X2 FRAME & GRATE, SEALANT	11/18/2022	465.00
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	OCTOBER 2022 RETAINER INVOICE	11/18/2022	4,786.49
10903	McKay Auto Parts Inc	Mac Site Lithiu Gres	11/18/2022	13.38
10915	Northtown Auto & Tractor	Coupling - Streetsweeper	11/18/2022	43.83
10916	Nu Way Concrete Forms Troy LLC	Speed Dowel Sleeve, Speed Dowel Base	11/18/2022	372.50
10917	Oates Associates Inc	LOT 52 AUGUSTA ESTATES DRAINAGE REVIEW - 10/01/22-10/28/22	11/18/2022	980.00
10918	O'Reilly Automotive Inc.	Truck # 62 Parts/Supplies for repair by Scott Kuhn	11/18/2022	444.33
10924	R P Lumber Co Inc	12X16 Prime Lap Concrete Bender Board- Woodcrest Reconstruct.	11/18/2022	159.95
10926	Red E Mix LLC	4000 PSI O/S Flatwork, Tic.# 60250010-Woodcrest Reconstruct.	11/18/2022	3,011.50
10937	The Kwik Connection Printing Inc	Legal Ad - Matter Dr. & Exec. Dr. Reconstructon	11/18/2022	288.00
10953	Wisschr Electrical Contractors Inc	Traffic Signal Troubleshoot - IL 143 & Cally Lane	11/18/2022	2,428.20
Total for Department: 017 Streets / PW Admin				20,441.82
Total for Fund:001 General Fund				57,494.86
Fund: 007 Community Development Fund				
Department: 007 Community Development				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	41.38

10884	Highland Chamber Of Commerce	COOKIE CRUMB TRAIL 11-26-22 SPONSORSHIP	11/18/2022	60.00
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	OCTOBER 2022 RETAINER INVOICE	11/18/2022	1,593.10
10937	The Kwik Connection Printing Inc	10/12/22 & 10/19/22 LEGAL- AMENDED BUSINESS DISTRICT A	11/18/2022	4,344.00
Total for Department: 007 Community Development				6,038.48
Total for Fund:007 Community Development Fund				6,038.48
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
10907	Mike A Maedge Trucking Inc	CM 7 - 44 92 Ton	11/18/2022	2,537.78
10916	Nu Way Concrete Forms Troy LLC	Rebar, Expansion Joint	11/18/2022	1,008.75
10917	Oates Associates Inc	MATTER & EXECUTIVE DR PROFESSIONAL SERVICE 10/01/22-10/28/22	11/18/2022	593.77
Total for Department: 008 Motor Fuel Tax				4,140.30
Total for Fund:008 Motor Fuel Tax Fund				4,140.30
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
10845	AMAZON CAPITAL SERVICES	1 QTY KOOGEL 400PCS 260Q TWISTING ANINAL BALLONS	11/18/2022	273.69
10846	Ameren Illinois	KRC gas bill	11/18/2022	842.06
10856	BUILDINGSTARS INC	Floor and maintenance and cleaning	11/18/2022	2,663.00
10861	Chemco Industries, Inc.	Pool Pride chemical	11/18/2022	182.86
10866	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/18/2022	1,446.63
10876	FRONTIER	KRC phone	11/18/2022	179.29
10885	Highland Communication Services	KRC wifi	11/18/2022	326.38
10893	It's Party Time	Balloon Arch for Gobble Hobble	11/18/2022	175.00
10901	Mazzio's Pizza	Pizzas for party rentals in October	11/18/2022	928.00
10919	Orkin Exterminating	Monthly pest control bill	11/18/2022	82.09
10927	Reding Tire & Battery Inc	Oil change for the KRC Jeep	11/18/2022	78.95
10938	The Lifeguard Store	Rope float for KRC pool	11/18/2022	29.27
10951	When To Work, Inc.	Annual payment for scheduling software	11/18/2022	975.00
Total for Department: 009 Korte Rec Center				8,182.22
Department: 016 Parks & Recreation				
10845	AMAZON CAPITAL SERVICES	7 QTY NATURE VALLEY CRUNCHY VALUE PACK	11/18/2022	433.32
10847	Anheuser Estate	Kimmswick YAH tour	11/18/2022	490.00
10855	Broadway Battery & Tire	tailgate handle for 02 Silverado	11/18/2022	125.34
10862	City Of Highland	Quarterback club building	11/18/2022	157.00
10866	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/18/2022	16.62
10874	Everlasting Etch	Tree Plaques	11/18/2022	38.00
10876	FRONTIER	Parks phone	11/18/2022	46.87
10885	Highland Communication Services	Senior Center wifi	11/18/2022	10.00
10886	HIGHLAND LADY BULLDOGS ASSOCIATION	1/4 page ad in the basketball programs	11/18/2022	50.00
10888	Highland's Tru Buy	SENIOR DAY 10-12-2022	11/18/2022	81.09
10897	Korte Meat Processing	Senior Day Lunch at Senior Center	11/18/2022	140.00
10918	O'Reilly Automotive Inc	Fuel inj and core charge	11/18/2022	1,523.76
10924	R P Lumber Co Inc	Wood Select Appearance and White Pine	11/18/2022	248.57
10934	SUMNER ONE, INC.	WCC printer monthly payment	11/18/2022	56.00
10937	The Kwik Connection Printing Inc	Ad in the pioneer newspaper	11/18/2022	192.00
10954	Woody's Municipal Supply	Salt spreader maint	11/18/2022	194.43
Total for Department: 016 Parks & Recreation				3,803.00
Department: 503 Swimming Pool Fund				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	82.76
Total for Department: 503 Swimming Pool Fund				82.76
Department: 715 Cemetery Fund				
10873	Essenpreis Plumbing & Htg	City cemetery shed	11/18/2022	364.46
10875	Ferreligas	Rental from 10/1/22-9/30/23 of a 120 gallon tank	11/18/2022	12.00
Total for Department: 715 Cemetery Fund				376.46
Total for Fund:009 Parks & Rec Fund				12,444.44
Fund: 012 Business District A				
Department: 012 Police Dept				
10910	Moran Economic Development LLC	BLIGHTING STUDY & PLAN TO THE CITY - BUSINESS DISTRICT A	11/18/2022	15,660.60
Total for Department: 012 Police Dept				15,660.60
Total for Fund:012 Business District A				15,660.60
Fund: 050 Street NHR Construction				
Department: 050 Street NHR Construction				
10868	Curry & Associates Engineers Inc	Center Street Reconstruction	11/18/2022	1,042.37
10917	Oates Associates Inc	6TH ST PROFESSIONAL SERVICES 10/01/22-10/28/22	11/18/2022	17,448.31
Total for Department: 050 Street NHR Construction				18,490.68
Total for Fund:050 Street NHR Construction				18,490.68
Fund: 101 Electric Fund				
Department: 101 Electric Admin				
10845	AMAZON CAPITAL SERVICES	1 QTY WALL CALENDER	11/18/2022	295.08
10848	Aramark Uniform Services	RUG SERVICE	11/18/2022	193.96
10851	BEST ONE TIRE & SERVICE OF CLINTON COUNTY	TIRES FOR GEORGES TRUCK	11/18/2022	629.80
10852	BHMG Engineers Inc	PROFESSIONAL SERVICE	11/18/2022	692.51
10876	FRONTIER	COMMUNICATION CHARGE	11/18/2022	38.99
10885	Highland Communication Services	COMMUNICATION CHARGE	11/18/2022	83.00
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	OCTOBER 2022 RETAINER INVOICE	11/18/2022	362.07
10914	NEXT GENERATION MANAGEMENT SOLUTIONS	Perform one-time CVT floor cleaning and polishing	11/18/2022	560.00
10921	PAETEC	LONG DISTANCE CHARGE	11/18/2022	0.10
10924	R P Lumber Co Inc	DRYWALL	11/18/2022	12.99
10943	UPS	SHIPPING CHARGES	11/18/2022	11.43

			Total for Department: 101 Electric Admin	2,879.93
Department: 102 Electric Production				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	41.38
10848	Aramark Uniform Services	OCTOBER UNIFORM AND RUG SERVICE	11/18/2022	285.36
10885	Highland Communication Services	COMMUNICATION CHARGE	11/18/2022	3.00
10918	O'Reilly Automotive Inc.	1 QTY 1 GAL ANTIFREZ, 1 QTY 1 GAL ANTIFREZ, 1 QTY DIESEL EXTRM	11/18/2022	118.40
10930	SERVICE LIGHTING & ELECTRICAL SUPPLIES, INC	CMS-C9CW	11/18/2022	424.46
10932	STEVE STEVENSON	PAINT S & E METAL ON POWER PLANT	11/18/2022	9,965.00
			Total for Department: 102 Electric Production	10,837.60
Department: 104 Electric Distribution				
10845	AMAZON CAPITAL SERVICES	1 -CURT BLACK STEEL PINTLE HITCH, SWIVEL PINTLE HOOK, WALL CALEN	11/18/2022	680.55
10851	BEST ONE TIRE & SERVICE OF CLINTON COUNTY	TIRES FOR DIGGER TRUCK	11/18/2022	3,636.00
10852	BHMG Engineers Inc	PROFESSIONAL SERVICE	11/18/2022	630.00
10857	Car's Four Wheel Drive & Performance Center LLC	PARTS FOR CHIPPER	11/18/2022	59.92
10860	CHD Leasing Inc	NITROGEN T STYLE TANK	11/18/2022	79.95
10894	JOSHUA DAVIS	ECM REPAIR 5 STAR DIESEL REPAIR	11/18/2022	2,400.00
10918	O'Reilly Automotive Inc.	1 QTY 1 GAL ANTIFREZ, 1 QTY 1 GAL ANTIFREZ, 1 QTY DIESEL EXTRM	11/18/2022	166.44
10923	Power Line Supply	BVC-40 Bronze Vise Connector 1/0- 4/0	11/18/2022	779.00
10928	Barkley Schlaefer	SAFETY BOOTS	11/18/2022	200.00
10942	Trendy Tees & More LLC	SHIRTS- VINYL LIGHT & POWER	11/18/2022	140.00
			Total for Department: 104 Electric Distribution	8,771.86
			Total for Fund:101 Electric Fund	22,489.39
Fund: 111 FTTP Fund				
Department: 111				
10845	AMAZON CAPITAL SERVICES	2 QTY DESK CALENDAR, 1 QTY WALL CALENDAR	11/18/2022	5,425.88
10846	Ameren Illinois	GAS CHARGES - HCS	11/18/2022	108.21
10848	Aramark Uniform Services	RUG SERVICE	11/18/2022	129.22
10850	BALLY SPORTS ST. LOUIS	OCTOBER VIDEO CONTENT FEE	11/18/2022	9,640.80
10864	CLARITY BUSINESSES	MONTHLY CLEANING SEPTEMBER 2022	11/18/2022	69.74
10866	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/18/2022	4.01
10879	GRAY MEDIA GROUP LLC	OCTOBER SUBSCRIBERS - KMOV-D3	11/18/2022	9,918.72
10880	Graybar	INBOUND FREIGHT	11/18/2022	535.68
10881	GREAT LAKES DATA SYSTEMS	WINVOIP SOFTWARE SUPPORT	11/18/2022	1,200.00
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	OCTOBER 2022 RETAINER INVOICE	11/18/2022	362.07
10908	Missouri Network Alliance LLC	VIDEO CONTENT FEE	11/18/2022	36,363.04
10909	MOMENTUM TELECOM, INC	NOVEMBER VOICE CONTENT FEE #325794	11/18/2022	10,460.20
10913	NEXSTAR BROADCASTING, INC	OCTOBER VIDEO CONTENT FEE - KPLR-CW	11/18/2022	8,196.32
10918	O'Reilly Automotive Inc.	1 QTY SF 15 10.07OXSTRFTD	11/18/2022	6.29
10922	POWER & TELEPHONE	8" 50# cable ties std black	11/18/2022	5,904.26
10935	TEGNA	OCTOBER VIDEO CONTENT FEE	11/18/2022	6,061.44
10946	VIVICAST MEDIA, LLC	VIDEO CONTENT FEE - NOVEMBER	11/18/2022	52,474.24
10955	Duane E. Zobrst	ST ROSE ROAD JUST EAST OF NEW FIRE HOUSE	11/18/2022	100.00
			Total for Department: 111	147,193.37
			Total for Fund:111 FTTP Fund	147,193.37
Fund: 201 Water Fund				
Department: 201 Water Admin				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	41.37
10885	Highland Communication Services	Communication Services	11/18/2022	225.00
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	OCTOBER 2022 RETAINER INVOICE	11/18/2022	362.07
10950	WELLS FARGO VENDOR FIN SERV	Ricoph Copier IM C3500	11/18/2022	225.32
			Total for Department: 201 Water Admin	853.76
Department: 202 Water Production				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	165.95
10849	Aviston Lumber Company	Supplies- San Tee, Bushing, Cleanout W/Plug	11/18/2022	14.38
10853	BOBS MARINE INC	Repairs - Impeller, Spark Plugs- Yamaha G3 Jon Boat	11/18/2022	341.66
10866	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/18/2022	25.21
10868	Curry & Associates Engineers Inc	Reconstruction of Old Highland City Lake Spillway Design	11/18/2022	4,916.95
10885	Highland Communication Services	Communication Services	11/18/2022	119.66
10887	Highland Printers	#10898 BUSINESS CARDS 14 PT UNCOATED CV 250 EACH	11/18/2022	31.00
10890	Hydro-Kinetics Corporation	Actuator for #3 Backwash Valve	11/18/2022	6,843.00
10903	McKay Auto Parts Inc	Flusher	11/18/2022	25.49
10920	Pace Analytical Services Inc	Fluoride by probe	11/18/2022	39.36
10939	The Mail Box Store	FED EX 2 DAY AM -PACE ANALUTICAL	11/18/2022	53.55
10944	USA Blue Book	Stenner #5 Pump Tube, QuickPro Pump Head Service Kit	11/18/2022	402.48
10945	Utility Service Co Inc	200,000 Elevated Downtown Tank Quarterly	11/18/2022	5,721.28
			Total for Department: 202 Water Production	18,699.97
Department: 203 Water Distribution				
10845	AMAZON CAPITAL SERVICES	1 QTY CARHARTT MENS RAIN DEFENDER SWEATSHIRT	11/18/2022	121.94
10867	CORE & MAIN LP	Safety Flg Kit	11/18/2022	1,540.38
10885	Highland Communication Services	Communication Services	11/18/2022	2.00
10904	Midwest Meter Inc	M-25 GAL HRE-LCD w/Iron Conn. M-35 Meter Base	11/18/2022	2,698.00
10905	Midwest Municipal Supply Inc	4" SDR-26	11/18/2022	649.19
10915	Northtown Auto & Tractor	Door Hige Pm - 1998 Chev. C3500	11/18/2022	10.61
10929	Schulte Supply Inc	1" Coppersetter Ball Valve 18" ht.	11/18/2022	3,908.96
10936	Teklab Inc	Coliform,Total MembraneFilter	11/18/2022	203.50
10952	Wilke Truck Service, Inc.	FAI Sand	11/18/2022	75.53
			Total for Department: 203 Water Distribution	9,210.11
			Total for Fund:201 Water Fund	28,763.84
Fund: 301 Sewer Fund				
Department: 301 Sewer Admin				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	41.38
			Total for Department: 301 Sewer Admin	41.38
Department: 303 Sewer Collection				
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	121.94
10885	Highland Communication Services	Communication Services	11/18/2022	2.00

10905	Midwest Municipal Supply Inc	12" Fernco . 12x6" SDR-26 WYE	11/18/2022	379.51
10915	Northiown Auto & Tractor	Door Hige Pin - 1998 Chev. C3500	11/18/2022	10.61
10952	Wilke Truck Service, Inc	FAI Sand	11/18/2022	75.52
			Total for Department: 303 Sewer Collection	589.58
Department: 304 Water Reclamation Facility				
10842	ADR HIGHLAND, INC	2021 CASE G21 FRONT END LOADER	11/18/2022	550.00
10845	AMAZON CAPITAL SERVICES	IT Shared Cost	11/18/2022	165.94
10859	CENTRAL RUBBER EXTRUSIONS OF IL, INC	50 QTY 1/4X450FT 80 DURO NEOPRENE ROOL STOCK	11/18/2022	150.00
10871	Durkin Equipment Co Inc	Instrumentation Service-Quarterly Calibration of Analyzers@ WTP	11/18/2022	1,028.00
10885	Highland Communication Services	Communication Services	11/18/2022	149.99
10887	Highland Printers	#10898 BUSINESS CARDS 14 PT UNCOATED CV 250 EACH	11/18/2022	31.00
10889	Houseman Supply Inc	BACKFLOW TESTING SEWER PLANT	11/18/2022	340.00
10896	Kohnen Concrete Products, Inc	EXTENSION FOR STRUCTURE,COVER SLAD,2X2 FRAME & GRATE,SEALANT	11/18/2022	450.00
10906	Midwest Tractor Sales, Inc	Rental of Compact Wheel Loader - 12 mo - 7/2021-7/2022	11/18/2022	1,861.50
10940	Thole Fabrication & Welding Inc	Approach Ramps	11/18/2022	3,900.00
10952	Wilke Truck Service, Inc	Haul Sludge	11/18/2022	6,275.84
			Total for Department: 304 Water Reclamation Facility	14,902.27
Department: 305 WRF Pretreatment				
10865	KIMBERLY A. COLE	Consulting- Permit, Compliance Evaluation, Enforcement,Inspect	11/18/2022	4,523.50
			Total for Department: 305 WRF Pretreatment	4,523.50
			Total for Fund:301 Sewer Fund	20,056.73
Fund: 401 Ambulance Fund				
Department: 401 Ambulance Fund				
10845	AMAZON CAPITAL SERVICES	1 QTY OTTERBOX COMMUTER SERIES CASE FOR GALAXY S10	11/18/2022	394.79
10846	Ameren Illinois	Utilities	11/18/2022	111.69
10854	Bound Tree Medical, LLC	EMS SUPPLIES	11/18/2022	21.20
10858	CDW G Inc	1 QTY DELL 7090 I7-10700 512/32 W10P	11/18/2022	1,128.88
10882	HFS of IL	SHIRLEY BORROW MEDICAID REFUND 07/31/2022	11/18/2022	77.25
10885	Highland Communication Services	HCS SERVICES - COH EMS	11/18/2022	282.19
10898	LEWIS BRISBOIS BISGAARD & SMITH LLP	LABOR AND EMPLOYMENT FILE NO: 15386-2	11/18/2022	900.10
10912	MUNICIPAL EMERGENCY SERVICES, INC	EMS UNIFORM SUPPLIES	11/18/2022	704.00
10933	Stryker Sales Corporation	6 YEAR PREVENT ONSITE MAINTENANCE AGREEMENT 11/11/22-11/10/28	11/18/2022	2,246.40
10942	Trendy Tees & More LLC	4 QTY CITY LOGO - STEPHANIE NICKLIN	11/18/2022	32.00
10948	WAYSTAR	MONTHLY PROFESSIONAL CLAIMS MANAGEMENT FEE	11/18/2022	155.03
10949	WEBER GRANITE CITY FORD LLC	MTN/REPAIR TO #1541	11/18/2022	1,257.13
10956	Zoll Data Systems Inc	ZOLL EMS CHARTS CORE MODULES (PER PCR) - 12/01/22 - 12/31/2022	11/18/2022	1,567.68
			Total for Department: 401 Ambulance Fund	8,878.34
			Total for Fund:401 Ambulance Fund	8,878.34
Fund: 702 Police Pension Fund				
Department: 702 Police Pension Fd				
10839	WOODLAKE MEDICAL MANGEMENT INC	INDEPENDENT MEDICAL EXAMINATION - HIGHLAND POLICE ARIC STEINBECK	11/15/2022	5,190.00
10840	IPFFA	2022 REGIONAL SEMINAR - BRAD SUTTON	11/15/2022	225.00
10841	IPFFA	2022 REGIONAL SEMINAR - CHRIS FLAKE	11/15/2022	225.00
			Total for Department: 702 Police Pension Fd	5,640.00
			Total for Fund:702 Police Pension Fund	5,640.00
Fund: 713 Solid Waste Fund				
Department: 713 Solid Waste Fund				
10844	ALLIED WASTE TRANSPORTATION INC	TEMP DUMPSTER SERVICES	11/18/2022	19,193.09
			Total for Department: 713 Solid Waste Fund	19,193.09
			Total for Fund:713 Solid Waste Fund	19,193.09
Fund: 802 Payroll Fund				
Department 000 Balance Sheet Accounts				
10837	Marvin Frey	REIMBURSEMENT FOR IMRF PENSION OCTOBER - NOVEMBER 2022	11/15/2022	1,204.12
			Total for Department: 000 Balance Sheet Accounts	1,204.12
			Total for Fund:802 Payroll Fund	1,204.12
			Grand Total	<u>367,688.24</u>

Accepted by City Council November 7, 2022

Mayor:

Clerk: