

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
HIGHLAND AREA SENIOR CENTER
187 WOODCREST DRIVE
MONDAY, NOVEMBER 20, 2023
6:30 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 2 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

- A. **MOTION** – Approve Minutes of November 6, 2023 Regular Session (attached)

PUBLIC FORUM:

- A. Citizens' Requests and Comments:

1. Highland Masonic Lodge #583 – Street Closure Request for 2024 Sausage Supper – Ted Klaus, Representative (attached)

<p>Anyone wishing to address the Council on any subject may do so at this time. Please come forward to the podium and state your name. Per Ordinance No. 3299, please limit your comments to 4 minutes or less.</p>

- B. Requests of Council:

- C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Bill #23-115/RESOLUTION Issuing an “A2” Liquor License to John Melosi, Vicki Tift, Brad Eyman, Jacob Melosi, Melissa Miller and Ben Melosi, on Behalf of Old Time Pub, LLC, Pursuant to Chapter 6, of the Code of Ordinances, City of Highland, Entitled Alcoholic Liquor (attached)
- B. **MOTION** – Bill #23-116/RESOLUTION Approving the Estimated Tax Levy (attached)
- C. **MOTION** – Bill #23-117/RESOLUTION Authorizing the Sole Source Purchase of One Ford F150 Crew Cab 4x4 Police Responder and One Ford Explorer Police Interceptor and Waiving Customary Bidding Procedures (attached)
- D. **MOTION** – Bill #23-118/ORDINANCE Amending the Highland Municipal Code, Chapter 42 – Offenses and Miscellaneous Provisions, Article VI – Offenses Against Property, Section 42-133 Trespass to Real Property (attached)
- E. **MOTION** – Bill #23-119/RESOLUTION Authorizing Contract with Clinton County, Illinois, for Special Service Area #5 for Ambulance Services (attached)
- F. **MOTION** – Bill #23-120/ORDINANCE Authorizing Second Amendment to Option Contracts Between Grandview Farms Limited Partnership and City of Highland, For Purchase of Right-of-Way For Part of the Southern Peripheral Route (attached)

Continued

G. **MOTION** – Bill #23-121/RESOLUTION Approving City of Highland, d/b/a Highland Communications Services, to Obtain Content and Offer a Hispanic Premium Package for \$5.00 Per Month (attached)

REPORTS:

A. **MOTION** – Accepting Expenditures Report #1254 for Nov. 4, 2023 through Nov. 17, 2023 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing exemptions allowing such meeting.

ADJOURNMENT:



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimburger, ADA Coordinator, by 9:00 AM on Monday, November 20, 2023.

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:

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. Anyone dialing in 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.



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: Highland Masonic Lodge SAGE Supper

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

Location of Event: John W. Tele Masonic Lodge 721 9th St

Sponsoring Organization/Individual: Highland Masonic Lodge #583

Event Responsible Party: Ted Klaus

Address: 65 Rosin Dr. Highland IL 62249

Phone(s): 618-531-1769

work: 618-654-5323

Email: tedrklaus@gmail.com

Secondary Contact: Brett Leman

Address: 350 Sunflower Dr.

Phone(s): 618-610-3121

Email: _____

Date(s) of Set-up: Feb 10 2024

Event Date(s) / Times:

Feb 11 2024

10:30 a.m to 3:00 PM

Date(s) of Tear-down: Feb 11 2024

Expected Attendance: 500-800 cars for carry out orders only

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: _____

Barricades at the 9th St and Walnut West Intersection
Barricade at the 9th St and Pestelozzi West Intersection

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

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

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

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

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

☐ Certificate of Insurance: (attached) _____

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

☐ Site Plan Rendering _____

☐ Evacuation Plan _____

☐ Fire Plan _____

☐ Parking Plan _____

☒ Schedule City Council Meeting for announcement _____

○ **Date:** 11-13-23

☒ Application Submittal (60+ days) _____

Ted Klaus Senior Warden Highland Masonic Lodge 583 11/13/23
Event Sponsor Responsible Party Date

City Manager Date

RESOLUTION NO. _____

**A RESOLUTION ISSUING AN “A2” LIQUOR LICENSE TO
JOHN MELOSI, VICKI TIFT, BRAD EYMAN, JACOB MELOSI,
MELISSA MILLER AND BEN MELOSI, ON BEHALF OF OLD TIME PUB, LLC,
PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES,
CITY OF HIGHLAND, ENTITLED ALCOHOLIC LIQUOR**

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

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

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

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

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

WHEREAS, John Melosi, Vicki Tift, Brad Eyman, Jacob Melosi, Melissa Miller, and Ben Melosi (“Melosi Family”), on behalf of Old Time Pub, LLC, desires to obtain an “A2” tavern (with video gaming) liquor license to continue to operate Old Time Pub, LLC (“Old Time Pub”); and

WHEREAS, Melosi Family, on behalf of Old Time Pub, submitted an Application for a Retail Liquor Dealer’s License to City (*see* Application attached hereto as **Exhibit A**); and

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

6-2-6 CLASSIFICATION - FEE – LIMITATION.

Every person engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such licenses shall be divided into the following classes:

(1)Class "A1" and class "A2" licenses: Taverns. Class "A1" and class "A2" licenses shall authorize retail sale on the premises specified of alcoholic liquor of all varieties for consumption on the premises, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

- b. Class "A2" license may permit the licensee to operate video gaming terminals upon the premises. Class "A2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:
 - 1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "A2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's class "A2" license without refund of any portion of the license fee. An applicant for the class "A2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.
 - 2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.
 - 3. No more than six video gaming terminals may be located on any class "A2" licensee's premises.
 - 4. Every class "A2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.
6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "A2" license shall be \$500.00.

and

WHEREAS, Melosi Family, on behalf of Old Time Pub's, Application for Retail Liquor Dealer's License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City has determined there is one "A2" liquor license currently available to be issued to the Melosi Family, on behalf of Old Time Pub, because Old Time Pub is being sold, and the Melosi Family will be operating under the "A2" license currently held by Old Time Pub; and

WHEREAS, City has determined the Melosi Family, on behalf of Old Time Pub, shall be issued the "A2" liquor license currently held by Old Time Pub, and there is no need to increase or decrease the number of "A2" liquor licenses available; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue the Melosi Family, on behalf of Old Time Pub, an "A2" Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the "A2" liquor license to the Melosi Family, on behalf of Old Time Pub; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue an "A2" liquor license to the Melosi Family, on behalf of Old Time Pub.

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

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

Section 2. City shall issue an "A2" liquor license to the Melosi Family, on behalf of Old Time Pub.

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

Passed by the City Council 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 _____, 2023, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

ATTEST:

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

ATTEST:

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

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

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

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

1. Applicant: Old Time Pub, LLC
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION - - -TYPE OR PRINT CLEARLY)
 2. Trade, Partnership or Assumed Name Old Time Pub, LLC
 3. Give date partnership/corporation was formed under name given on Line 1: 05/27/2020

Month Day Year
 4. Location of above place of business 12258 Highland Rd, Highland, IL 62249

NUMBER STREET CITY STATE ZIP CODE
 5. Has your assumed name been filed with the County Clerk?
yes
 6. Are alcoholic liquors stored but not sold at any location other than the one given above?
No
- If "yes", give location: _____
- | | NUMBER | STREET | CITY | STATE | ZIP CODE |
|--------------------------------------|---------------------------------------|--|--|-------|----------|
| 7. Check principal kind of business: | <input type="checkbox"/> Restaurant | <input checked="" type="checkbox"/> Tavern | | | |
| | <input type="checkbox"/> Hotel | <input type="checkbox"/> Grocery Store | <input type="checkbox"/> Amusement Place | | |
| | <input type="checkbox"/> Club | <input type="checkbox"/> Package Store | <input type="checkbox"/> Department Store | | |
| | <input type="checkbox"/> Country Club | <input type="checkbox"/> Gaming Hall | <input type="checkbox"/> Convenience Store | | |
8. Give name and address of owner of premises: Vicky Tift, 1639 25th St., Highland, IL 62249
 9. Has a Liquor License been revoked at this location within the past year? No
 10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: Vicky Tift, 1639 25th St., Highland, IL 62249 DOB 02/12/1956

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

11. If "yes", how long and address of person 3 years, 1639 25th St., Highland, IL 62249

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

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

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

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

14. Applicant Information: Name Vicky Tift

A. Residence Address 1639 25th St., Highland, IL 62249

NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Highland, IL 62249

NAME OF CITY, COUNTY AND STATE

Date of Birth: 02/12/1956

Month Day Year

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

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

E. Have you ever made application for a liquor license for any other premises? No

Date: _____ State disposition of application: _____

Give address: _____

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

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

15. Co-Applicant information: Name John Melosi

A. Residence Address 1416 6th St, Highland, IL 62249
NUMBER STREET CITY STATE ZIP CODE

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

Date of Birth: 10/19/1984

Month Day Year

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

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

E. Have you ever made application for a liquor license for any other premises? No

Date: _____ State deposition of application: _____

Give address: _____

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

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

If so, state reasons therefor: _____

Where: _____

CITY

COUNTY

STATE

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

If so, state reasons therefor: _____

Where: _____

CITY

COUNTY

STATE

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

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

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

Tift, Vicky 1639 25th St., Highland, IL 62249 02/12/1956

Melosi, John 1416 6th St, Highland, IL 62249 10/19/1984

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

18. State the location and description of the premises or place of business which is to be operated under this license: (Attach a detailed diagram of property noting exits, entrances, location of bar, coolers and specific areas where retail liquor may be sold and consumed including and outside areas.) 12258 Highland Rd, Highland, IL 62249
Street Address: _____

Owner of Property: ~~DK7 Properties LLC~~ ^{VT} JVB TMB, LLC
Last First MI

Address: 1402 Mercantile Dr, Highland, IL 62249
Street/ PO Box City State Zip
Lease from: Month 09 Day 01 Year 2020 TO
Month 08 Day 31 Year 2025

(Attach copy of lease to this application)

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

A. If yes, the disposition and date of said application No

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

C. If yes, the reasons therefor

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

Name	Address	Phone
Janey Miller	13501 Mehgan Ln., Highland, IL. 62249	618-304-6681
Name	Address	Phone
Kris Eyman	379 IL Route 143, Pocahontas, IL 62275	618-322-4272
Name	Address	Phone
Sue Wellen	1102 20th St Highland, IL 62249	618-560-9103
Name	Address	Phone
Jyl Wallace	209 Mirabeau, Highland, IL. 62249	314-276-7805
Name	Address	Phone
Melissa Miller	5741 Oleatha Ave., St. Louis, MO 63139	618-830-1834

AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2 DAY OF Nov, A.D., 2023

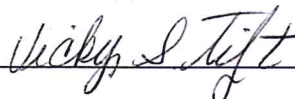


Notary Public

(SEAL)



APPLICANT (S):



RESOLUTION NO. _____

RESOLUTION APPROVING THE ESTIMATED TAX LEVY

WHEREAS, the City of Highland, pursuant to 35 ILCS 200/18-55, et seq. must estimate the amount of the proposed tax levy necessary to defray expenses and liabilities for all corporate purposes for 2023 payable in 2024 and

WHEREAS, the City of Highland must publicly announce and its City Council approve the estimated amount of the tax levy;

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

Section 1: That the estimated tax levy for 2023 payable in 2024 is Four Million, Five Hundred Eighty Three Thousand, Two Hundred Ninety Five Dollars (\$4,583,295), for the specific purposes and in the respective sums as follows: see Exhibit A attached hereto.

Section 2: That this Resolution shall be known as Resolution No. _____ and shall be effective upon adoption hereof.

Approved 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 _____, 2023 the vote being taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NOES:

ABSENT:

Approved by the Mayor this 20th day of November, 2023.

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

ATTEST:

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

Estimated Tax Levy											We will receive the tax money in FY 2023-2024
ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ESTIMATED	
DEC 2014 EXTENSION	DEC 2015 EXTENSION	DEC 2016 EXTENSION	DEC 2017 EXTENSION	DEC 2018 EXTENSION	DEC 2019 EXTENSION	DEC 2020 EXTENSION	DEC 2021 EXTENSION	DEC 2022 EXTENSION	DEC 2023 EXTENSION	Dec-23 EXTENSION	
ASSESSED VALUATION	\$177,827,085	\$177,612,345	\$180,405,083	\$184,021,018	189,946,306	198,620,508	204,332,603	213,367,919	231,215,544	242,776,321	=ASSESSED V < Projected assessed valuation =INCR IN ASSI < Based on past history % CHANGE
	0.85%	-0.12%	1.57%	2.00%	3.22%	4.57%	2.88%	4.42%	8.36%	5.00%	
TAX RATES:											IN RATES
GENERAL	0.3220	0.3330	0.3279	0.3298	0.3291	0.3249	0.3304	0.3269	0.3219	0.3330	-1.53% General Corporate
POLICE	0.0726	0.0750	0.0739	0.0743	0.0742	0.0732	0.0750	0.0737	0.0725	0.0750	-1.63% Police Protection
FIRE	0.0726	0.0750	0.0739	0.0743	0.0742	0.0732	0.0750	0.0737	0.0725	0.0750	-1.63% Fire Protection
COMMUNITY BUILDING	0.0726	0.0750	0.0739	0.0743	0.0742	0.0732	0.0750	0.0737	0.0725	0.0750	-1.63% Community Bldg/Gymnasiums
PLAYGROUND & REC	0.0871	0.0900	0.0887	0.0892	0.0890	0.0878	0.0900	0.0884	0.0870	0.0900	-1.58% Playground & Recreation
COMFORT STATION TAX	0.0141	0.0141	0.0084	0.0109	0.0000	0.0182	0.0177	0.0169	0.0217	0.0206	28.40% Comfort Station Tax
BAND	0.0259	0.0259	0.0255	0.0250	0.0211	0.0202	0.0196	0.0188	0.0173	0.0165	-7.98% Municipal Band
POLICE PENSION	0.2404	0.2367	0.3059	0.3125	0.3342	0.3323	0.3565	0.3081	0.2846	0.2719	-7.63% Police Pension
SOCIAL SECURITY	0.2587	0.2619	0.2495	0.2446	0.2317	0.2165	0.2105	0.2344	0.2163	0.2068	-7.72% Social Security
AUDIT	0.0096	0.0096	0.0089	0.0087	0.0106	0.0101	0.0123	0.0118	0.0126	0.0165	6.78% Auditing
RETIREMENT	0.2756	0.2787	0.2495	0.2446	0.2291	0.2165	0.2105	0.1664	0.1536	0.1442	-7.69% IMRF
LIABILITY INSURANCE	0.1294	0.1295	0.1636	0.1783	0.1712	0.1637	0.1591	0.1407	0.1384	0.1318	-1.63% Insurance & Tort Judgment
SCHOOL CROSSING GUARD	0.0068	0.0070	0.0056	0.0055	0.0048	0.0046	0.0045	0.0043	0.0039	0.0037	-9.30% School Crossing Guard
LEASE						0.0152	0.0147	0.0141	0.0130	0.0124	-7.80% Lease Pay Senior Center
AMBULANCE SERVICE	0.2418	0.2500	0.2462	0.2476	0.2471	0.2439	0.2500	0.2454	0.2417	0.2500	-1.51% Ambulance Service
	1.8292	1.8614	1.9014	1.9196	1.8905	1.8735	1.9008	1.7973	1.7295	1.7224	-3.77% SUBTOTAL
ELECTRIC B&I	ABATED	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	GO BONDS & INTEREST:
KRC B&I	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	2006 Electric Bond
WATER B&I	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	2003 KRC Bond
STREET B&I	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	1996 Water GO Bond
TIF B&I	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	2007 Street Bond *
SEWER B&I	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	ABATED	TIF Bond *
											'2013 Sewer Bond
TOTAL RATE-CITY CORP	1.8292	1.8614	1.9014	1.9196	1.8905	1.8735	1.9008	1.7973	1.7295	1.7224	-3.77% TOTAL RATE-CITY CORP
Libr-Ins. & Tort Judgment	0.0175	0.0189	0.0183	0.0191	0.0187	0.0182	0.0172	0.0165	0.0152	0.0144	-7.88% Libr-Ins. & Tort Judgment
LIBRARY	0.1451	0.1500	0.1477	0.1486	0.1483	0.1464	0.1500	0.1473	0.1450	0.1500	-1.56% Library Tax
TOTAL LEVY	1.9918	2.0303	2.0674	2.0873	2.0575	2.0381	2.0680	1.9611	1.8897	1.8868	-3.64% TOTAL LEVY
	1.91%	1.93%	1.83%	0.96%	-1.43%	-0.94%	1.47%	-5.17%	-3.64%	-0.15%	projected % change in tax rates
TAX EXTENSIONS:											% CHANGE
GENERAL	572,603.21	591,449.11	591,548.27	606,901.32	625,113.29	645,318.03	675,114.92	697,499.73	744,282.84	808,445.15	6.71% General Corporate
POLICE	129,102.46	133,209.26	133,319.36	136,727.62	140,940.16	145,390.21	153,249.45	157,252.16	167,631.27	182,082.24	6.60% Police Protection
FIRE	129,102.46	133,209.26	133,319.36	136,727.62	140,940.16	145,390.21	153,249.45	157,252.16	167,631.27	182,082.24	6.60% Fire Protection
COMMUNITY BUILDING	129,102.46	133,209.26	133,319.36	136,727.62	140,940.16	145,390.21	153,249.45	157,252.16	167,631.27	182,082.24	6.60% Community Bldg/Gymnasiums
PLAYGROUND & REC	154,887.39	159,851.11	160,019.31	164,146.75	169,052.21	174,388.81	183,899.34	188,617.24	201,157.52	218,498.69	6.65% Playground & Recreation
COMFORT STATION TAX	25,073.62	25,043.34	15,154.03	20,058.29	0.00	36,148.93	36,166.87	36,059.18	50,173.77	50,000.00	39.14% Comfort Station Tax
CULTURAL ACTIVITIES *	46,057.22	46,001.60	46,003.30	46,005.25	40,078.67	40,121.34	40,049.19	40,113.17	40,000.29	40,000.00	-0.28% Municipal Band/PB & J *
POLICE PENSION *	427,496.31	420,408.42	551,859.15	575,065.68	634,800.55	660,015.95	728,445.73	657,386.56	658,039.44	660,000.00	0.10% Police Pension
SOCIAL SECURITY *	460,038.67	465,166.73	450,110.68	450,115.41	440,105.59	430,013.40	430,120.13	500,134.40	500,119.22	502,000.00	0.00% Social Security
AUDIT *	17,071.40	17,050.79	16,056.05	16,009.83	20,134.31	20,060.67	25,132.91	25,177.41	29,133.16	40,000.00	15.71% Auditing
RETIREMENT *	490,091.45	495,005.61	450,110.68	450,115.41	435,166.99	430,013.40	430,120.13	355,044.22	355,147.08	350,000.00	0.03% IMRF
LIABILITY INSURANCE *	230,108.25	230,007.99	295,142.72	328,109.48	325,188.08	325,141.77	325,093.17	300,208.66	320,002.31	320,000.00	6.59% ** Insurance & Tort Judgment *
SCHOOL CROSSING GUARD*	12,092.24	12,432.86	10,102.68	10,121.16	9,117.42	9,136.54	9,194.97	9,174.82	9,017.41	9,000.00	-1.72% School Crossing Guard *
LEASE						30,190.32	30,036.89	30,084.88	30,058.02	30,000.00	-0.09% Lease Pay Senior Center
AMBULANCE SERVICE *	429,985.89	444,030.86	444,157.31	455,636.04	469,357.32	484,435.42	510,831.51	523,604.87	558,847.97	606,940.80	6.73% Ambulance Service *
	\$3,252,813.03	\$3,306,076.20	\$3,430,222.26	\$3,532,467.48	\$3,590,934.91	\$3,721,155.21	\$3,883,954.11	\$3,834,861.62	\$3,998,872.84	\$4,181,131.36	4.28% SUBTOTAL
ELECTRIC B&I	ABATE	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	GO BONDS & INTEREST:
2003 KRC BOND	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	2006 Electric Bond
2007 STREET B&I	ABATE	ABATE	ABATE	ABATE	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	NA BND PD OFF	2003 KRC Bond
2010 STREET B&I											2007 Street Bond *
TIF B&I	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	2010 Street Bond *
'2013 SEWER B&I	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	ABATE	TIF Bond *
											2013 Sewer Bond
TOTAL RATE-CITY CORP	\$3,252,813.03	\$3,306,076.20	\$3,430,222.26	\$3,532,467.48	\$3,590,934.91	\$3,721,155.21	\$3,883,954.11	\$3,834,861.62	\$3,998,872.84	\$4,181,131.36	4.28% TOTAL RATE-CITY CORP
Libr-Ins. & Tort Judgment	31,119.74	33,568.73	33,014.13	35,148.01	35,519.96	36,148.93	35,145.21	35,205.71	35,144.76	35,000.00	-0.17% Libr-Ins. & Tort Judgment
LIBRARY	258,027.10	266,418.52	266,458.31	273,455.23	281,690.37	290,780.42	306,498.90	314,290.94	335,262.54	364,164.48	6.67% Library Tax
TOTAL LEVY	\$3,541,959.87	\$3,606,063.45	\$3,729,694.70	\$3,841,070.72	\$3,908,145.24	\$4,048,084.56	\$4,225,598.22	\$4,184,358.27	\$4,369,280.14	\$4,580,295.84	4.42% TOTAL LEVY

* MUST RECEIVE THIS \$ AMOUNT

< EXTENSIONS WITHOUT DEBT
 < IF OVER 105% OF PREVIOUS YR.CITY
 MUST COMPLY WITH THE
 TRUTH IN TAXATION ACT
 If over 105%, we must publish a notice of 105%
 over and notice of a public hearing in a paper
 from 7-14 days before the public hearing.

TAX LEVY EXPLANATION – Nov. 2023

ASSESSED VALUATION

The City's assessed valuation was \$231,215,544 for 2022. This was an 8.36% increase from the previous year's \$213,367,919 assessed valuation. We would like to take a conservative approach, due to local economic conditions, and assume an increase of 5.00% in the assessed valuation from the prior year's level.

EXPLANATION OF EACH FUND'S TAX RATE

Many of the specific levies are similar to last year's. A narrative of all the levies follows:

GENERAL FUND TAX:

We have levied a rate of .333 which provides approximately \$808,445.15 for the General Administration. With a referendum, the City could tax at a rate of .4375.

POLICE PROTECTION:

Our statutory limit (without any referendum) of .075 should generate approximately \$182,082 this year.

FIRE PROTECTION:

Our statutory limit (without any referendum) of .075 should generate approximately \$182,082 this year.

COMMUNITY BUILDING & GYMNASIUMS:

This gives the Community Buildings and Gymnasiums \$182,082 per year with a tax rate at the statutory limit of .075.

PLAYGROUND AND RECREATION:

Set by referendum at .09, this levy generates \$218,498 annually for the Playground and Recreation Fund. These funds are used for the operation of the City's playground and recreation programs.

COMFORT STATION TAX:

This tax was started in 2007 and is used to upgrade existing restrooms and build additional restrooms in the various Parks around Highland. Each building can cost anywhere from \$55,000-\$75,000 each. The Parks Department has elected to levy \$50,000 at this time based on current plans for future restrooms.

MUNICIPAL BAND:

The rate of .0165, which could be increased to .04, generates \$40,000 for the municipal band programs in the square as well as the Peanut Butter and Jam entertainment during the summer. Additional music offerings will continue to be offered in the upcoming years as well, due to the great feedback from the recent Thursday night concert series.

POLICE PENSION FUND:

This tax is levied at a rate needed to produce the funding of pensions for members of this fund. The City has the option to levy at a rate necessary to produce a sum sufficient to meet the City's contributions as required by the Illinois Department of Insurance-Police Pension Division. The estimated levy is in the amount of \$660,000.

SOCIAL SECURITY:

The City's Social Security needs for the general funds (non-enterprise) are met by this levy, generating \$502,000. This levy item has been increased, as anticipated from the prior year, based on the use of remaining funds and increased wages.

MUNICIPAL AUDITING:

This tax is levied at whatever rate is necessary to produce a sum sufficient to meet the general funds' portion of the cost of the required annual audit. The City enterprise funds (Electric, FTTP, Water, and Sewer) will also help pay for the audit. Levying a tax rate of .0165 would generate \$40,000 for the Audit Fund.

ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF):

Another "to meet needs" levy, \$350,000 towards the City's contribution for employee retirement. This figure includes Illinois Municipal Retirement Fund payments for the general funds only. Enterprise funds pay their own IMRF. This levy item was able to be decreased from prior years based on decreasing contribution rates due to pension reform and fund earnings.

THE CITY'S (LIABILITY) INSURANCE AND TORT JUDGMENT:

Levied to meet anticipated insurance costs and to pay judgments or settlements, a rate of .1318 will generate \$320,000 for liability and workmen's compensation insurance.

SCHOOL CROSSING GUARD:

Used to hire part-time school crossing guards. The City is levying .0037 to generate \$9,000 for school crossing guards this year.

LEASE:

Levied to collect the annual lease payment \$30,000 for the newly renovated Senior Center at a rate of .0124.

AMBULANCE:

With this levy, Highland would contribute \$606,940 to help cover the full-time ambulance service, with a projected tax rate at .2500. In the past various other districts that we provide services to all levy their own taxes to cover their share of ambulance coverage expenses; however, this is currently in negotiation and there is the potential that Highland may be funding itself.

LIBRARY – INSURANCE AND TORT JUDGMENT:

December 2004 (for 2005 tax bills) was the first time the Library levied this tax. It is used for safety issues at the library. The library will use this tax money for replacement of the front door terrazzo and window tinting/coverings to provide UV protection, privacy and reduce glare. The tax, levied at .0144, will provide \$35,000 for the library as work continues to be completed for needed improvements.

LIBRARY TAX:

For the establishment and maintenance of a free public library. The only Library revenue source the Mayor and City Council control is levied at .15 and should generate \$364,164. The Library Board is given the responsibility for administering the operation of the Library.



City of Highland

Finance Department

MEMO TO: Christopher Conrad, City Manager
FROM: Reanna Ohren, Director of Finance
SUBJECT: 2023 Estimated Tax Levy
DATE: November 20, 2023

I am placing the 2023 estimated tax levy resolution on the agenda for the meeting on November 20, 2023. This is a requirement before the actual tax levy can be adopted at a later meeting.

I have provided explanations for each of the rates as well. For the assessed valuation, I have increased it by 5.00%. This is the most conservative method based off of the current economic conditions as well as the recommendation from the City Manager.

If anyone has questions before that time, please let me know.

Thank you,
Reanna Ohren

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF
ONE FORD F150 CREW CAB 4X4 POLICE RESPONDER
AND ONE FORD EXPLORER POLICE INTERCEPTOR
AND WAIVING CUSTOMARY BIDDING PROCEDURES**

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 Chief of Police has informed the City Council that the City Police Department is in need of two new police vehicles:

1. Ford Explorer Police Interceptor;
2. Ford F150 Crew Cab 4x4 Police Responder;

(hereinafter "Police Vehicles"); and

WHEREAS, the Chief of Police desires to waive bidding and purchase the Police Vehicles under the "State Bid" from Morrow Brothers Ford; and

WHEREAS, Moro Brothers Ford has provided a proposed agreement (*See Exhibit A*; hereinafter Agreement") for City's consideration; and

WHEREAS, the Morrow Brothers Ford Agreement will allow City to purchase the Police Vehicles for the "State Bid" price (*See Exhibit A*); and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to enter the Morrow Brothers Ford Agreement (*See Exhibit A*); and

WHEREAS, City has determined this purchase is a sole source purchase because the Morrow Brothers Ford Agreement allows City to purchase the Police Vehicles for the "State Bid" price (*See Exhibit A*); and

WHEREAS, City has determined it to be appropriate to waive the customary bidding procedures and purchase the Police Vehicles from Morrow Brothers Ford as a sole source purchase, and according to the Morrow Brothers Ford Agreement (*See Exhibit A*); and

WHEREAS, City authorizes and directs the City Manager and/or Mayor to execute any documents necessary to waive customary bidding procedures and enter the Morrow Brothers Ford Agreement (*See Exhibit A*).

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The Morrow Brothers Ford Agreement (*See Exhibit A*) is approved.
- Section 3.* The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to enter the Morrow Brothers Ford Agreement (*See Exhibit A*).
- Section 4.* This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with Illinois law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2023, 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



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

October 13, 2023

Highland Police Department

dfeeny@highlandil.gov

We propose the following pursuit rated truck for your consideration.

1-NEW 2023 FORD F150 Crew Cab 4x4 Police Responder

To include the following optional equipment:

White Exterior, 40/0/40 Seat

57Q Rear Glass Defrost

924 Rear Privacy Glass

18B Running Boards

47P Ignition Override

Remote Keyless Entry

MP License/Title

All other standard equipment – Per attached page

Illinois Government Price \$48,390.00*

Option:

Driver's Side LED Spotlight Add \$460.00

Units are in stock* and available first come first serve. Stock units are subject to sale at any time. Additional options can be added as required. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

2023 F-150 POLICE RESPONDER SUPERCREW® FLEET ONLY STANDARD EQUIPMENT

MODEL/SERIES/AVAILABILITY

- 1 Available Pursuit Rated Model
- 3.5L V6 EcoBoost® 4x4 145" WB

MECHANICAL

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator – 240 amp
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour Meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- Badges – Tailgate
 - Police Responder
 - EcoBoost Badge
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank – Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille – Black Two Bar Style with Black Nostrils and Black Surround
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable
- Tires – LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing – 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels – 18" Six-Spoke Silver Aluminum
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 1st Row Power Windows
- 2nd Row Power Windows
- 4" Productivity Screen in Instrument Cluster
- 8" Center-stack Screen Touchscreen w/Audio Controls
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar
- Horn – Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Power Door Locks
- Powerpoint (2) 12V – Front
- Rear Driver-side/Passenger-side Solar Tint
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
 - Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
 - 8-Way power driver/manual passenger
 - Built-in steel intrusion plates in both front-seatbacks
- Seat, Rear – Vinyl, 60/40 flip-up split seat with elongated cushion

INTERIOR/COMFORT (continued)

- Speedometer – Calibrated (includes digital readout)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Autolock
- Door Lock Cylinders (Front Driver/Passenger door)
- Halogen Headlamps
- Illuminated Entry
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SOS Post-Crash Alert System™
- Simple Fleet Key – (Inner-milled, w/o microchip, easy to replace; 4-keys)
- Tire Pressure Monitoring System (TPMS)

Note: F-150 Police Responder was designed and developed to meet the same federal fuel system crash standards as retail vehicles and other manufacturers' police vehicles. Ford Police Interceptors are the only vehicles on the market designed for the 75 mph rear-impact crash test.

DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Reverse Sensing System
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)

Note: Includes unique one-touch temporary disable switch for Law Enforcement use.
- Hill Start Assist
- SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/ App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual
 - Wireless Software Updates Capability

FUNCTIONAL

- AM/FM Stereo – 6 speakers
- Fleet Telematics Modem
 - Allows data to be provided to support Ford Telematics™ and Data Services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://www.commercialsolutions.ford.com> or call 1-833-811-FORD (3673).
- Rear power lug located underneath rear seat to accommodate Police upfitting; One (1) 80 amp battery ground circuit

FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control™
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-Year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com for the most current information.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

October 13, 2023

Highland Police Department

dfeeny@highlandil.gov

We propose the following for your consideration.

1-New 2023 or 2024 Ford Police Interceptor Utility

Exterior YZ White, 96 Cloth Front, Vinyl Rear Seating

18D Rear Hatch Timer Delete

51R Driver's Side LED Spotlight

43D Dark Mode Interior Lights

549 Power Heated Mirrors

60A Grill Lamp/Speaker Wiring

47A Ignition Override System

68G Rear Locks/Windows Driver Controlled

18X 100 Watt Speaker

59E Rekey to 1435x

52T Trailer Tow Wiring

New MP License/Title

All other standard equipment – Per attached page

Illinois Government Price \$41,370.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____ PO: _____

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

2023 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

The following items are std. 2023MY POLICE INTERCEPTOR UTILITY vehicle:

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks
- **Note:** Includes Class III Trailer Tow Lighting Package
- Column Shifter
- 250-Amp Alternator
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 FFV Gasoline Engine
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 21-gallons
- H7 Battery (730 CCA/80-amp)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster
- **Note:** Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- **Note:** Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
 - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
 - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
 - **Note:** Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Liftgate Handle – (MIC)
- Tail lamps – LED
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-door closeout panels

INTERIOR/COMFORT (continued)

- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
- **Note:** Rearview Camera viewable in rearview mirror (available) – order 87R (no-charge option)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface — Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 - USB Port — (1)
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper



City of Highland

Police Department

Carole Presson, CHIEF OF POLICE

To: Honorable Mayor Hemann, City Council, and City Manager Christopher Conrad

From: Chief Carole Presson

Date: November 6thth, 2023

Re: NOML for purchase for (2) New Ford Vehicles

This Notice of Municipal Letting is for the purchase of one (1) Ford Explorer Police Interceptor and one (1) Ford F150 Crew Cab 4x4 Police Responder. These vehicles are being requested early due to a shortage of police model vehicle available and the current employee strike effecting the manufacture of said vehicles.

- The Ford Explorer Police Interceptor requested will be a replacement for Squad #2. Existing Squad 2 will be sold. Delivery of the Explorer is unknown at this time. It is currently assigned a VIN but has not been built.
- We wish to purchase the Ford F150 "off the lot" from Morrow Brothers Ford due to time constraints and limited availability. It will be utilized as the School Resource Officer vehicle for the new SRO position which begins in Spring of 2024. This vehicle will also be utilized to tow various department trailers/equipment.
- Morrow Brothers currently holds the state bid for Ford police vehicles. The estimated cost of the Ford Explorer is \$41,370. The estimated cost of the F150 is \$48,850. We will be using reserve funds to purchase the vehicles and then adjusting the budget accordingly for the next fiscal year.

We continue to be pleased with the Ford Police Vehicles. We have seen reduced maintenance costs and operationally these vehicles are our top choice.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CITY CODE,
CHAPTER 42 – OFFENSES AND MISCELLANEOUS PROVISIONS,
ARTICLE VI. – OFFENSES AGAINST PROPERTY,
SECTION 42-133 – TRESPASS TO REAL PROPERTY**

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

WHEREAS, City has determined it necessary to update the City Code to clarify Section 42-133 – Trespass to real property to include trespassing at a residence; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code to include trespassing at a residence in Section 42-133; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code as stated herein.

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

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

Section 2. The City Code is hereby amended as follows:

Sec. 42-133. - Trespass to real property.

(a)Whoever enters upon the land, or a building, or any part thereof, of another after receiving, prior to such entry, notice from the owner or occupant that such entry is forbidden, or remains upon the land or in a building, or any part thereof, of another after receiving notice from the owner or occupant to depart, commits an ordinance violation.

Section 3. Any Ordinance, Resolution, or section of the City Code that conflicts with this Ordinance is hereby repealed and replaced.

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 _____, 2023, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

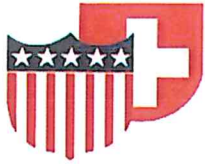
ABSENT:

APPROVED:

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

ATTEST:

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



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, 2023
Re: Section 42-133 of the Highland Municipal Code

I am submitting for your approval a request to remove "other than a residence" and add "including a residence" to Section 42-133 of the Highland Municipal Code sub-section (a) Trespass to Real Property.

Discussion: Currently, Section 42-133 of the Highland Municipal Code sub-section (a). Trespass to Real Property only includes land or buildings and excludes residential property. Officers often utilize city ordinances to cite offenders who refuse to leave property owned by another, even after prior warning. While this provision can be found in other city ordinances, it is our opinion that including a residence in this section of the law will make violation enforcement within the same subsection, more conducive to the consistency and efficiency of our officers.

Budget Impact: This change has no impact on the police department budget.

We therefore respectfully request the council to make the requested changes to Section 42-133 of the Highland Municipal Code sub-section (a) Trespass to Real Property.

Respectfully Submitted,

Chief Carole A. Presson
Director of Public Safety

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CONTRACT WITH CLINTON COUNTY, ILLINOIS
FOR SPECIAL SERVICE AREA NUMBER FIVE
FOR AMBULANCE SERVICES**

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

WHEREAS, City and Clinton County, Illinois (“Clinton County”) desire to enter into a contract whereby City shall provide ambulance services to Special Service Area Number Five (5) in and around the St. Rose Township (“SSA No. 5”); and

WHEREAS, City and Clinton County have agreed to a Contract for Ambulance Services (*see Exhibit A*); and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to enter the Contract for Ambulance Services (*see Exhibit A*).

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The Contract for Ambulance Services between City and Clinton County for SSA No. 5 (**Exhibit A**) is approved.
- Section 3.* This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council 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 _____, 2023, the vote being taken by ayes and noes and entered upon the legislative record 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

CONTRACT FOR AMBULANCE SERVICES

Provided to Special Service Area No. 5
(St. Rose Township)

This contract entered by and between the City of Highland, hereinafter referred to as "The Service Provider", and the County of Clinton, State of Illinois, hereinafter referred to as "The County", both being bodies politic, WITNESSETH:

1. That in return for the payment described in Paragraph Two (2) below, the Service Provider agrees to furnish to St. Rose Township in said County hereinafter referred to as "SSA No. 5", ambulance services comparable to the services provided the residents of the City of Highland, provided that the Service Provider need not maintain an ambulance in said SSA No. 5 and that the County acknowledges that the response time to calls to said SSA No. 5 will be greater than the response time to calls in City of Highland due to the distances involved.

2. That in return for the services described in Paragraph One (1) above, the County agrees to pay to the Service Provider the sum of \$64,791.98 (Sixty-Four Thousand Seven Hundred Ninety-One Dollars and Ninety-Eight Cents), with the payment of that sum to be made prior January 1, 2025.

3. In addition, it is understood and agreed that those residents within said SSA No. 5 actually using such ambulance services shall pay in addition to any tax levied, such charges as are set forth by the Service Provider in its rules, regulations, resolutions, and ordinances as are now or are hereafter enacted or adopted pertaining to such service. No rules, regulations, resolutions, and ordinances enacted or adopted after the County approves this agreement regarding such charges shall be applicable to SSA No. 5, unless such are rules, regulations, resolutions, and ordinances are applicable to all special

services areas serviced by the Service Provider during the term of this agreement. The description and amount of any such current charges are set forth in Exhibit A hereto. The Service Provider shall furnish the County with an updated Exhibit A within thirty (30) after any charges are changed by the Service Provider during the term of this agreement.

4. That Service Provider shall be free to discontinue service herein provided for upon thirty (30) days written advance notice to the County thereof, and if discontinued monies, advanced to the Service Provider pursuant hereto shall be returned to County on a pro-rata basis, based on the number of days such service was rendered as compared to the number of days for which payment was advanced by the County.

5. That in the event that the ambulance service provided by the Service Provider materially diminishes or changes in nature or cost, the County shall have the option to terminate this contract upon thirty (30) days advance written notice to the Service Provider, and a pro-rata refund to the County shall be made by the Service Provider, computed as in Paragraph Four (4) above. Nothing contained in this paragraph five (5) shall require the County to given any prior written notice to the Service Provider of the County's intention to not renew this agreement beyond the term specified in Paragraph Eight (8) below.

6. That the County shall play no role in the operation of the ambulance service or in its decision process. The Service Provider shall hold the County harmless for any loss arising from any and all claims, suits, losses and expenses (other than punitive damages, attorneys' fees, expert witness fees, and other costs of litigation) incurred by the Service Provider arising from the services rendered pursuant to this contract. The Service Provider shall indemnify the County for any loss arising from any loss (other than punitive damages, attorneys' fees, expert witness fees, and other costs of

litigation) arising from any and all claims, suits, losses and expenses incurred by the County arising from the services rendered by the Service Provider pursuant to this contract. The Service Provider's duty to indemnify the County and to hold the County harmless shall not extend to any loss or expense arising in whole or in part from a negligent act or omission by an employee or agent of the County or from other misconduct of an employee or agent of the County. Nor does the Service Provider's duty to indemnify the County and to hold the County harmless extend to paying (or reimbursing the County for) any award of punitive damages against the County or any of its employees or agents, or to paying (or reimbursing the County for) attorneys' fees, expert witness fees, and other costs of litigation incurred by the County or by any of its employees or agents. Nothing in this agreement shall be construed to subject either the Service Provider or the County to any liability from which it would otherwise be immune by reason of a privilege under the common law of the State of Illinois, the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS10/), or other Illinois or federal statute of regulation. The Service Provider shall maintain adequate insurance coverage, including but not limited to, general liability, casualty, vehicle, health, accident and worker's compensation insurance to protect the Service Provider from liability arising out of the provision of services rendered under this agreement. Service Provider shall provide proof of such insurance coverage to the County upon request.

7. That each party warrants that the execution of this agreement by the official executing it on behalf of such party is done by and with the authority of its respective corporate authority to do so.

8. The term of this contract shall be from January 1, 2024, and continuing through December 31, 2024

9. This written agreement constitutes the entire agreement between the parties and may be modified, altered or amended only upon the written agreement of the Service Provider and County.

10. The provisions of this agreement are severable. Should any provision be held unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

IN WITNESS THEREOF, this agreement has been executed by the County of Clinton this _____ day of _____, 2023, and the City of Highland on this _____ day of _____ 2023.

City of Highland - "Service Provider"

Mayor of the City of Highland

ATTEST:

City Clerk of the City of Highland

County of Clinton

Brad Knolhoff, Chairman
Clinton County District Board

ATTEST:

Vicky Albers, Clinton County Clerk



City of Highland Highland Ambulance Service

J. Brian Wilson, Emergency Medical Services Chief

MEMORANDUM #23-005

To: Mayor Hemann and City Council

From: Brian Wilson, EMS Chief

Date: November 7, 2023

Subject: Special Service Area # 5, St. Rose EMS Contract

RECOMMENDATION

I respectfully recommend the approval of the contract to provide ambulance services to the Special Service Area 5, a.k.a., St. Rose, Illinois.

DISCUSSION

This is the annual contract that allows Highland EMS to provide emergency medical services to the area serviced by the St. Rose Fire Protection District.

BUDGET IMPACT

These contracts are essential for providing revenue for the budget needed to continue with the levels and areas of service that we currently provide.



J.D. Brandmeyer
Clinton County State's Attorney

Clinton County Courthouse
850 Fairfax, Room 210
Carlyle, Illinois 62231
TEL: (618)594-6645
FAX: (618)594-0196
ccsa@clintoncosa.illinois.gov

David Sternau
Assistant State's Attorney

Jessica Book
Assistant State's Attorney

November 7, 2023

Brian Wilson
1115 Broadway
P.O. Box 218
Highland, Illinois 62249

Re: Clinton County Special Service Agreement Contract (SSA #5) for 2023/2024

Dear Mr. Wilson:

Enclosed please find the Contract for Ambulance Services. Please sign and return 2 copies with original signatures, as soon as possible to:

Clinton County States Attorney's Office
Attn: Sandy Basler
850 Fairfax, Room 210
Carlyle, Illinois 62231

Your contract will be presented to the Clinton County Board during their meeting, scheduled for November 20, 2023. Upon the board's approval, one of the duplicate originals will be retained by the County and the other sent to you for your records.

Should you have any questions, please do not hesitate to contact Sandy at (618) 594-6645.

Sincerely,

A handwritten signature in black ink, enclosed within a large, hand-drawn oval.

J.D. Brandmeyer
Clinton County State's Attorney

JDB/sdb

Encl

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING SECOND AMENDMENT TO OPTION CONTRACTS
BETWEEN GRANDVIEW FARMS LIMITED PARTNERSHIP AND CITY OF
HIGHLAND, ILLINOIS, FOR PURCHASE OF RIGHT OF WAY FOR PART OF THE
SOUTHERN PERIPHERAL ROUTE**

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

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

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

WHEREAS, through previously passed Ordinances, Nos. 2901, 3124, and 3217, City and Grandview Farms Limited Partnership (“Grandview”) have agreed to option contracts to purchase real estate for the Southern Peripheral Route with a closing date on or before January 2, 2024 (*See* Ordinance Nos. 2901, 3124, and 3217 attached hereto as **Exhibits A, B, and C**); and

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

WHEREAS, City and Grandview desire to correct an error from Option 2 through the Second Amendment to Option Contracts Between Grandview Farms Limited Partnership and City of Highland, Illinois (“Second Amendment to Options”), attached hereto as **Exhibit D**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to correct the error from Option 2 through the Second Amendment to Options (*See* **Exhibit D**); 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 correct the error from Option 2 through the Second Amendment to Options (*See* **Exhibit D**).

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

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

Section 2. The Second Amendment to Options (**Exhibit D**) is approved.

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 approve the Second Amendment to Options (**Exhibit D**).

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 _____, 2023, 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. 2901

ORDINANCE AUTHORIZING THE PURCHASE OF AN OPTION TO BUY REAL ESTATE FROM GRANDVIEW FARMS LIMITED PARTNERSHIP FOR FUTURE CONSTRUCTION OF PART OF THE SOUTHERN PERIPHERAL ROUTE FOR CITY OF HIGHLAND, ILLINOIS

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

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

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

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

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

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

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

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

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

Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**.

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy real estate from Grandview Farm Limited Partnership for \$109,515.04, and pursuant to the contract attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

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

Section 4. This Ordinance shall be known as Ordinance No. 2901 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the 19th day of November, 2018, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: Schwarz, Frey, Bellm, Nicolaides

NOES: None

APPROVED:

/s/ Joseph R. Michaelis

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

ATTEST:

/s/ Barbara Bellm

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

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

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

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

Consideration and Grant of Option

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

Exercise of Option

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

Purchase Price

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

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

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

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

Conveyance

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

Title

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

Costs Paid by Owner

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

determination of the actual amount due.

Costs Paid by Optionee

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

Possession of Premises

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

Entry for Inspection

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

Delivery of Notice

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

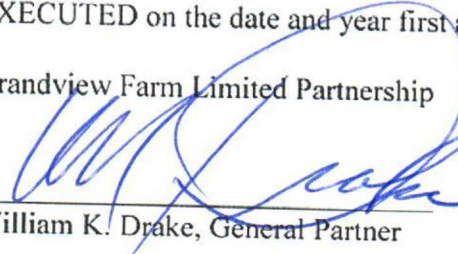
Representations

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

EXECUTED on the date and year first above written.

Grandview Farm Limited Partnership

By:


William K. Drake, General Partner

The City of Highland, Illinois

By:

A handwritten signature in black ink, appearing to read "Mark Latham", written over a horizontal line.

Mark Latham, City Manager

Exhibit A

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

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

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

003-001

Grantor: Grandview Farm Limited Partnership

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

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

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

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

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

A-1

003-002

Grantor: Grandview Farm Limited Partnership

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

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

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

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

A-Z

003-003

Grantor: Grandview Farm Limited Partnership

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

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

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

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in said Recorder's Office as Document Number 2005R21570; thence South 01 degree 47 minutes 24 seconds East on said west line, 70.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 70.00 feet southerly of and parallel with said north line, 803.24 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 70.02 feet to the Point of Beginning.

Said parcel contains 56,239 square feet or 1.2911 acres, more or less, of which 13,258 square feet or 0.3044 acre, more or less, has been previously used or dedicated for right of way purposes.

A-3

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 284.15 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 07 degrees 37 minutes 49 seconds West, 100.50 feet; thence North 01 degree 55 minutes 11 seconds West on a line 35.00 feet westerly of and parallel with said east line, 30.00 feet; thence North 46 degrees 12 minutes 21 seconds West, 107.38 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 80.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 400.00 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 70.00 feet southerly of and parallel with said north line, 378.74 feet to the east line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2005R21570; thence North 01 degree 47 minutes 24 seconds West on said east line, 70.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 95,495 square feet or 2.1923 acres, more or less, of which 25,479 square feet or 0.5849 acre, more or less, has been previously used or dedicated for right of way purposes.

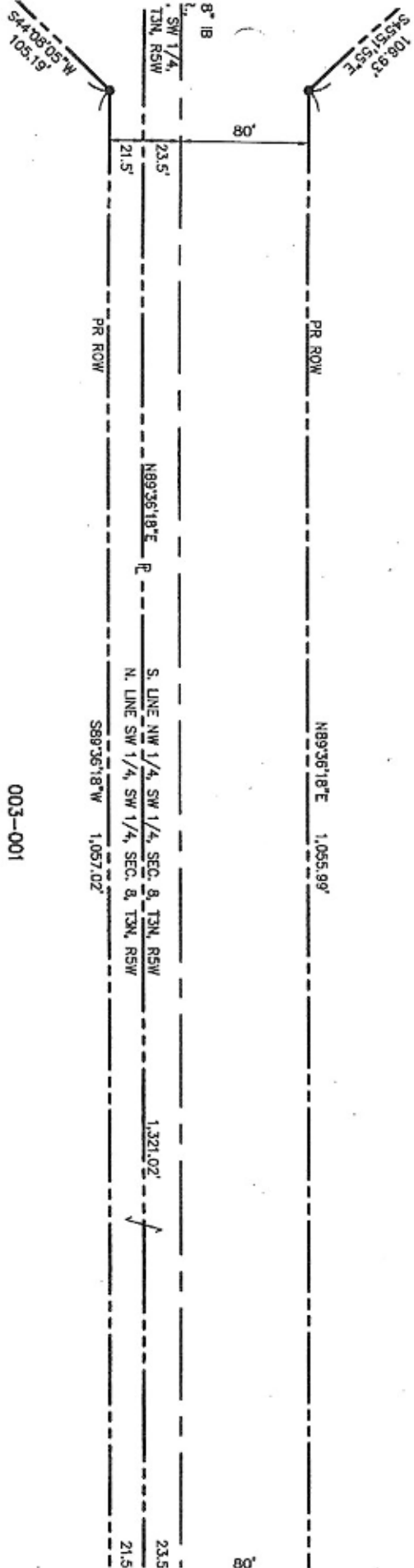
A-4

Exhibit B

Exhibit B (maps) is comprised of B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8, attached.

NW 1/4, SW 1/4,
SEC 8, T3N, R5W

745.00'



003-001

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-003.001
01-1-24-08-00-000-003.02
DOC NO. 2017R13433
ROW AREA REQUIRED = 206,111 SF (4.7317 AC)
ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

SW 1/4, SW 1/4,
SEC 8, T3N, R5W

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

JOSEPH R. MICHAELS, MAYOR

DATE

LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
ALIGNMENT BASELINE
STONE FOUND
CORRECTED MEASUREMENT



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

CITY (

NE 1/4, SW 1/4,
SEC 8, T3N, R5W

NW 1/4, SE 1/4,
SEC 8, T3N, R

B-2

003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-005
DOC NO. 2017R13431
ROW AREA REQUIRED = 262,162 SF (6.0184 AC)
ROW AREA WITHIN EX ROW = 49,518 SF (1.1368 AC)

SE 1/4, SW 1/4,
SEC 8, T3N, R5W

SW 1/4,
SEC 8,

N/F VALENTINE H. & FERN E. BELLAM
01-1-24-08-00-000-008
01-1-24-08-00-000-001
BK 4273 Pg 1050

N/F JASON & KATIE HENRICH
01-1-24-08-00-000-003
DOC NO. 2005R26798

N/F TRI-TOWNSHIP
WATER DISTRICT
01-1-24-08-00-000-008
BK 4106 Pg 1207

N/F VALENTINE
01-1-24-08-00-000-004
BK 4

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

JOSEPH R. MICHAELIS, MAYOR

DATE

LEGEND

EXISTING ROW	---
PROPOSED ROW	---
PROPERTY LINE	---
SECTION LINE	---
ALIGNMENT BASELINE	---
STONE FOUND	▲
UNIDENTIFIED EMBLEMATIC	~

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

CITY

C 8, T3N, R5W

SEC 8, T3N, R5W

003-002

VIEW FARM LIMITED PARTNERSHIP
01-1-24-08-00-000-005
DOC NO. 2017R13431
REQUIRED = 282,162 SF (6.0184 AC)
WITHIN EX ROW = 49,518 SF (1.1368 AC)

N/F THOMAS J. &
CYNTHIA A. GUTZLER
01-1-24-08-00-000-006-002
BK 3560 PG 675

N/F JASON ZOBRIST &
KATELYN WILLMAN
01-1-24-08-00-000-006-001
DOC NO. 2015R15584

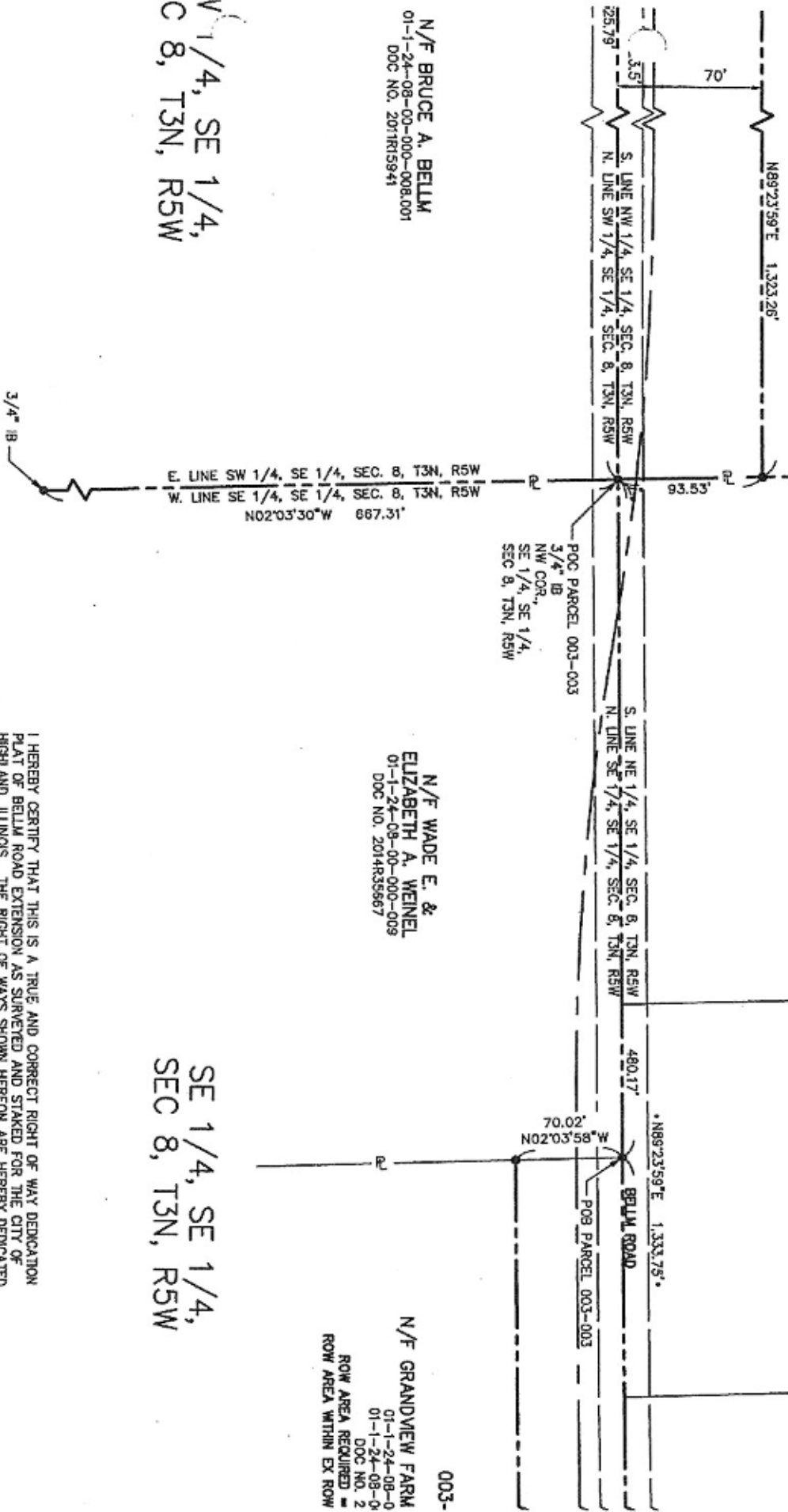
N/F BRUCE A. BELL
01-1-24-08-00-000-006-001
DOC NO. 2017R15941

N/F WADE E. &
ELIZABETH A. WEINEL
01-1-24-08-00-000-008
DOC NO. 2014R35567

003-
N/F GRANDVIEW FARM
01-1-24-08-00-000-002
DOC NO. 2
ROW AREA REQUIRED =
ROW AREA WITHIN EX ROW

SE 1/4, SE 1/4,
C 8, T3N, R5W

SE 1/4, SE 1/4,
SEC 8, T3N, R5W



LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- ALIGNMENT BASELINE
- STONE FOUND
- UNDEVELOPED CRUISE

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

JOSEPH R. MICHAELS, MAYOR DATE

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

CITY

N01°48'14"W 1,328.00'
E. LINE NE 1/4, SE 1/4, SEC. 8, T3N, R5W
W. LINE NW 1/4, SW 1/4, SEC. 9, T3N, R5W

N/F DANIEL A. &
KRYSZYNA BARCISZEWSKI
01-1-24-09-00-000-010
DOC NO. 2006R34805

N/F MICHAEL & BRENDA
VON BOKEL
01-1-24-09-00-000-010,002
DOC NO. 2012R14967

N/F MARK J. BELL &
BETH A. WOLTERING
01-1-24-09-00-000-014,003
DOC NO. 2006R21570

N/F GRANDVIEW FARM LIMITED PARTNERSHIP
003-004
01-1-24-09-00-000-014
01-1-24-09-00-000-014,004
DOC NO. 2005R03959

ROW AREA REQUIRED = 95,495 SF (2.1923 AC)
ROW AREA WITHIN EX ROW = 25,479 SF (0.5849 AC)

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

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

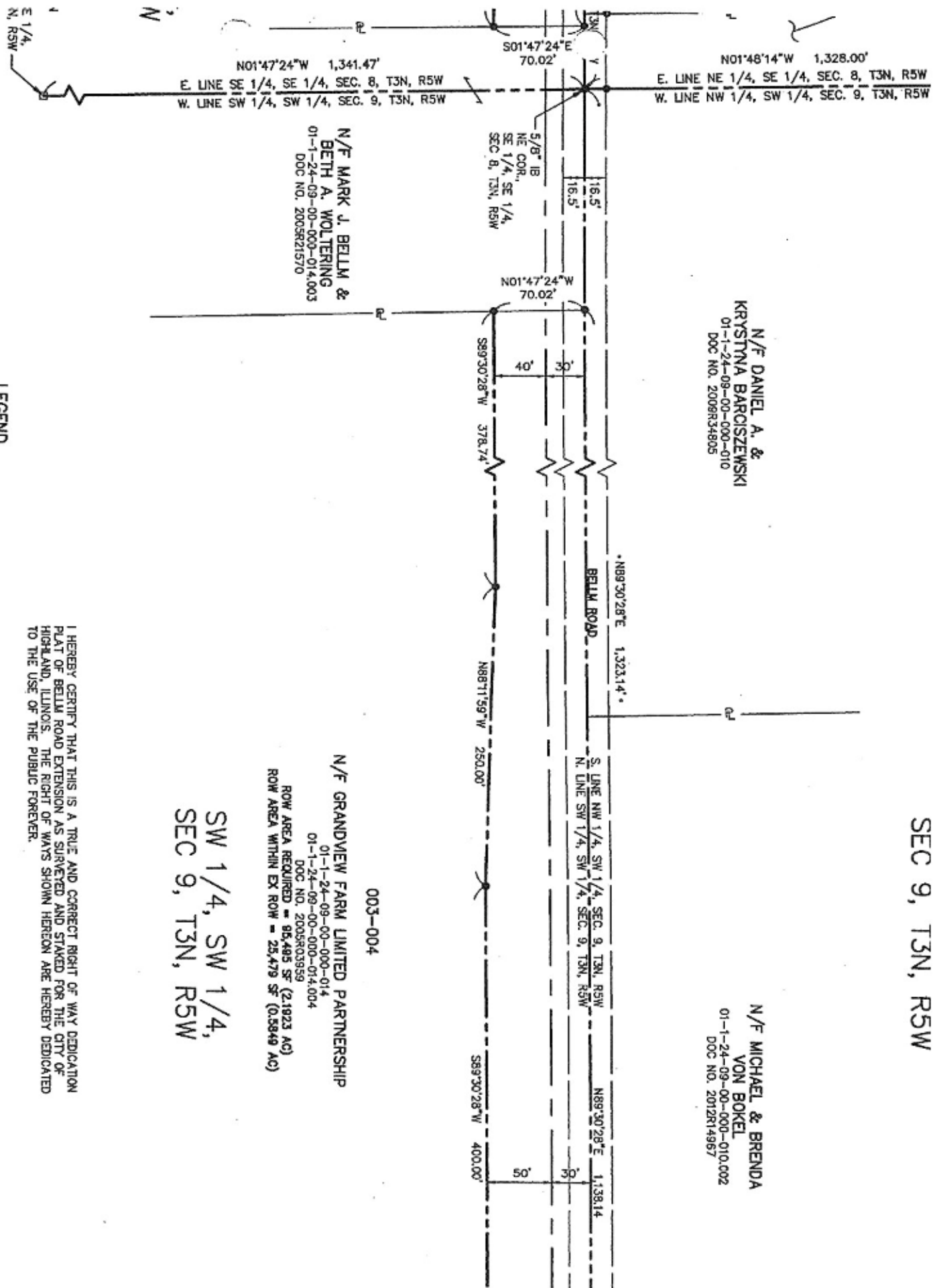
JOSEPH R. MICHAELS, MAYOR DATE

LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- ALIGNMENT BASELINE
- STONE FOUND
- PERMANENT LIMITATION EVIDENCE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELL ROAD
EXTENSION AS SURVEYED AND STAKED BY GATES ASSOCIATES, INC., ILLINOIS
PROFESSIONAL DESIGN FIRM L.S./P.E. CORPORATION NO. 184-001115, FOR THE

CITY



189361215

P

LINE 1/4 SW 1/4 SEC 8 T3N R5W

LINE 1/4 SW 1/4 SEC 8 T3N R5W

SW 1/4, SW 1/4,
SEC 8, T3N, R5W

N 89° 36' 18" E

367.42

T3N, R5W
N, R5W

S 89° 36' 18" W

BELLM ROAD

23.5

S LINE NW 1/4, SE 1/4
N. LINE SW 1/4, SE 1/4

R

N/F JASO

01-1-1-2-10

8882-798

SET 5/8" IB

N. R5W
N. R5W

E. LINE SW 1/4, SE 1/4, SEC. 8, T3N, R5W
W. LINE SE 1/4, SW 1/4, SEC. 8, T3N, R5W
N02°03'50"W 667.31'

R

R

93.53'

POC PARCEL 003-003

S. LINE NE 1/4, SE 1/4, SEC. 8, T3N, R5W
N. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W

70.02'

N 89° 30' 28" E 1,325.14'

BELL ROAD

S. LINE NW 1/4, SW 1/4, SEC. 9, T3N
N. LINE SW 1/4, SW 1/4, SEC. 9, T3N

S 89° 30' 28" W 378.74'

N 89° 30' 28" W 250.00'

40' 30'

003-004

N/E GRANDVIEW PLAZA, L.L.C.

ROW AREA WITHIN E.A. ROW = 254

SW 1/4, SW 1/4, SEC. 9, T3N

EXHIBIT C

CONTRACT TO PURCHASE AGRICULTURAL LAND

This Contract is entered into this _____ day of _____, 20____, between Grandview Farm Limited Partnership (hereinafter "Seller"), 10205 State Route 143, Marine, IL 62061, and the City of Highland, Illinois (hereinafter "Buyer"), 1115 Broadway, Highland, IL 62249.

Condition Subsequent: Seller and Buyer intend to execute this Agreement prior to Buyer obtaining the approval necessary to give force and effect to this "Contract to Purchase Agricultural Land" (hereinafter "Agreement"). Buyer represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Seller and Buyer shall have no obligation under this Agreement until Buyer has obtained legal approval of the foregoing ordinance approving of this Agreement. If Buyer has not received the foregoing legal approval prior to September 1, 2023, this Agreement shall have no force or effect.

Seller agrees to sell and Buyer agrees to purchase the following described real estate located in Madison County, Illinois:

A parcel containing 206,111 square feet, more or less, and generally known as the "Illinois Route 160 to Old Trenton Road" parcel more fully described in Exhibit A-1, attached.

A parcel containing 262,162 square feet, more or less, and more fully described in Exhibit A-2, attached.

A parcel containing 56,239 square feet, more or less, and more fully described in Exhibit A-3, attached.

A parcel containing 95,495 square feet, more or less, and more fully described in Exhibit A-4, attached.

The foregoing descriptions are mapped out on Exhibits B-1 through B-8, attached.

1. DOWN PAYMENT, CONTRACT SALES PRICE AND TERMS

A down payment of \$109,515.04 towards the total agreed purchase price of \$1,095,150.40 is acknowledged as having been paid by Buyer pursuant to a Real Estate Option Agreement entered into between the parties on or about the _____ day of _____, 2018. The balance due at closing before adjustments for real estate taxes, any liens and other closing costs will be \$985,635.36.

Upon entering into this Contract, Seller agrees to immediately notify, in writing with a copy to Buyer, any tenant farmer of the land being purchased that his leasehold interests are terminated.

The foregoing ordinance referenced as a Condition Subsequent shall be delivered to Seller upon its passage.

2. METHOD OF PAYMENT: Cash by certified cashiers check or wired funds.

3. CLOSING AND POSSESSION

This Contract shall be closed on the _____ day of _____, 20____ (in no event later than ninety days after this Contract is entered into) at Benchmark Title, Edwardsville, Illinois, or at such other time as may be mutually agreed in writing.

Possession of said property is to be delivered to Buyer on the closing date.

4. REAL ESTATE TAXES

Real estate taxes shall be prorated to the date of closing and either paid by Seller or credited towards Buyer's purchase price due.

5. CONVEYANCE

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, which instrument shall be subject to standard exceptions. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.

6. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises, Seller has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

7. TITLE EVIDENCE

Seller shall within a reasonable period furnish at Seller's expense a commitment and Owners Title Guaranty Policy for the amount of the purchase price, subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, and (g) mortgage or other lien that may be eliminated at closing by application of the purchase price. Buyer shall within 10 business days after receiving such title evidence, deliver to Seller, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

8. MINERAL RIGHTS

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

9. PERFORMANCE

In the event of default by either party under the terms of this Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to this Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

10. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller, if any.

11. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with government regulations.
- F. Buyer and Seller agree that closing costs and expenses shall be paid according to customary practices in and around Madison County, Illinois. Where in conflict, the Option Agreement entered into between the parties shall prevail. The premium for the Owner's Title Insurance Policy shall be paid by Seller. All transfer taxes shall be paid by Seller.
- G. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.

Grandview Farm Limited
Partnership, by William K. Drake,
general partner

Mark Latham, City Manager for the
City of Highland, Illinois

Exhibit A

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

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

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

003-001

Grantor: Grandview Farm Limited Partnership

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

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

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

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

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

A-1

003-002

Grantor: Grandview Farm Limited Partnership

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

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

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

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

A-Z

003-003

Grantor: Grandview Farm Limited Partnership

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

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

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

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in said Recorder's Office as Document Number 2005R21570; thence South 01 degree 47 minutes 24 seconds East on said west line, 70.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 70.00 feet southerly of and parallel with said north line, 803.24 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 70.02 feet to the Point of Beginning.

Said parcel contains 56,239 square feet or 1.2911 acres, more or less, of which 13,258 square feet or 0.3044 acre, more or less, has been previously used or dedicated for right of way purposes.

A-3

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 284.15 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 07 degrees 37 minutes 49 seconds West, 100.50 feet; thence North 01 degree 55 minutes 11 seconds West on a line 35.00 feet westerly of and parallel with said east line, 30.00 feet; thence North 46 degrees 12 minutes 21 seconds West, 107.38 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 80.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 400.00 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 70.00 feet southerly of and parallel with said north line, 378.74 feet to the east line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2005R21570; thence North 01 degree 47 minutes 24 seconds West on said east line, 70.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 95,495 square feet or 2.1923 acres, more or less, of which 25,479 square feet or 0.5849 acre, more or less, has been previously used or dedicated for right of way purposes.

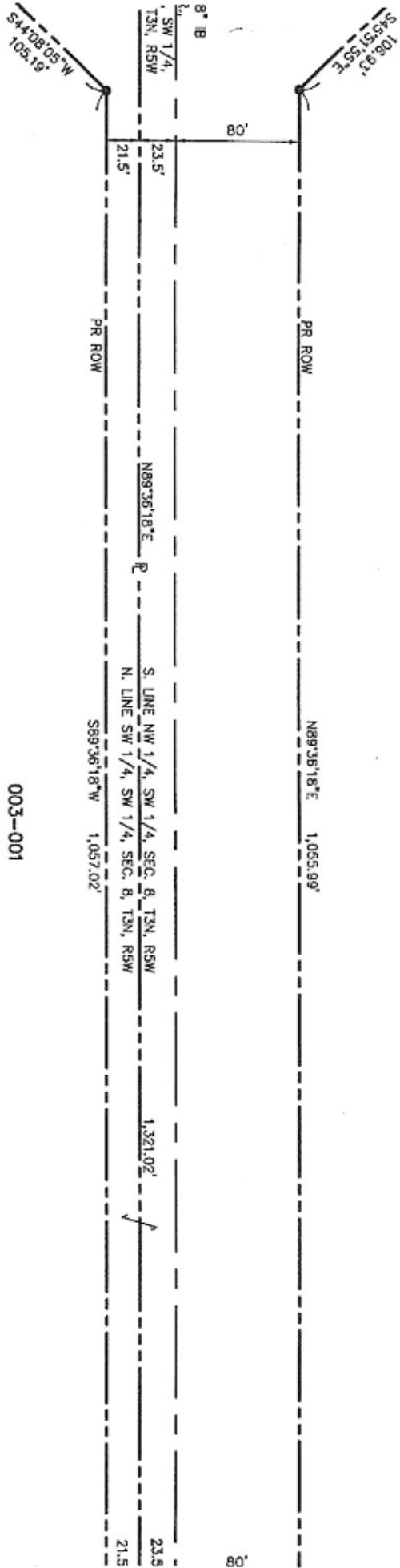
A-4

Exhibit B

Exhibit B (maps) is comprised of B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8, attached.

745.00'

NW 1/4, SW 1/4,
SEC 8, T3N, R5W



003-001

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-003.001
01-1-24-08-00-000-003.02

DOC NO. 2017R13433

ROW AREA REQUIRED = 209,111 SF (4.7317 AC)

ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

330.00'

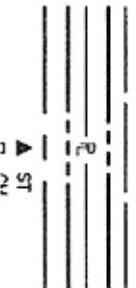
SW 1/4, SW 1/4,
SEC 8, T3N, R5W

POB PARCEL 003-001

1/4

LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
ALIGNMENT BASELINE
STONE FOUND
SUBJECT EASEMENT EASEL



JOSEPH R. MICHAELS, MAYOR

DATE

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

CITY (

NE 1/4, SW 1/4,
SEC 8, T3N, R5W

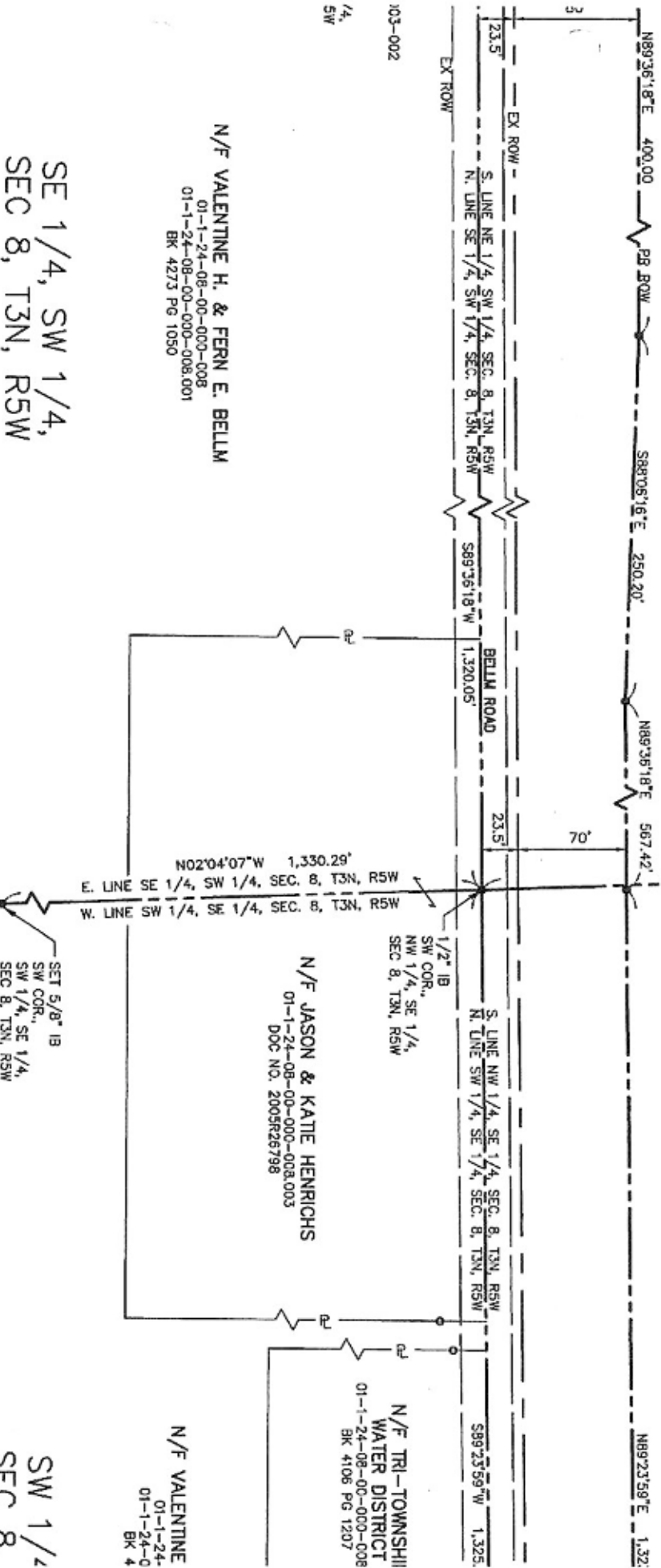
NW 1/4, SE 1/4,
SEC 8, T3N, R

B-2

003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-005
DOC NO. 2017R13431
ROW AREA REQUIRED = 262,162 SF (6.0184 AC)
ROW AREA WITHIN EX ROW = 49,518 SF (1.1368 AC)



SE 1/4, SW 1/4,
SEC 8, T3N, R5W

SW 1/4
SEC 8,

N/F VALENTINE H. & FERN E. BELLM

01-1-24-08-00-000-008
01-1-24-08-00-000-008.001
BK 4273 Pg 1050

N/F JASON & KATIE HENRICH

01-1-24-08-00-000-003.003
DOC NO. 2005R26798

N/F TRI-TOWNSHIP
WATER DISTRICT

01-1-24-08-00-000-000-008
BK 4106 Pg 1207

N/F VALENTINE

01-1-24-08-00-000-000-008
BK 4

LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
ALIGNMENT BASELINE
STONE FOUND



JOSEPH R. MICHAELIS, MAYOR

DATE

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

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

CITY

C 8, T3N, R5W

SEC 8, T3N, R5W

003-002

VIEW FARM LIMITED PARTNERSHIP
01-1-24-08-00-000-005
DOC NO. 2017R13431
REQUIRED = 282,162 SF (6.0184 AC)
ATHIN EX ROW = 49,518 SF (1.1368 AC)

N/F THOMAS J. &
CYNTHIA A. GUTZLER
01-1-24-08-00-000-006-002
BK 3660 PG 675

N/F JASON ZOBRIST &
KATELYN WILLMAN
01-1-24-08-00-000-006-001
DOC NO. 2015R16584

N/F BRUCE A. BELL
01-1-24-08-00-000-008-001
DOC NO. 2011R15941

N/F WADE E. &
ELIZABETH A. WEINEL
01-1-24-08-00-000-009
DOC NO. 2014R35667

003-
N/F GRANDVIEW FARM
01-1-24-08-00-000-002
DOC NO. 2
ROW AREA REQUIRED =
ROW AREA WITHIN EX ROW

SE 1/4, SE 1/4,
C 8, T3N, R5W

SE 1/4, SE 1/4,
SEC 8, T3N, R5W

LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- ALIGNMENT BASELINE
- STONE FOUND
- CONCRETE WALL/PAVEMENT CURB

JOSEPH R. MICHAELIS, MAYOR

DATE

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

CITY

B-4

N/F MICHAEL & BRENDA
VON BOKEL
01-1-24-09-00-000-010.002
DOC NO. 2012R14967

N/F GRANDVIEW FARM LIMITED PARTNERSHIP
01-1-24-09-00-000-014
01-1-24-09-00-000-014
DOC NO. 2005R39559
ROW AREA REQUIRED = 95,485 SF (2.1823 AC)
ROW AREA WITHIN EX ROW = 25,479 SF (0.5849 AC)

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

DATE _____

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
ALIGNMENT BASELINE
STONE FOUND
CONCRETE UTILITY/ENTRANCE

CITY OF

N89°36'18"E 1,055.99'

N89°36'18"E

R

S. LINE NW 1/4, SW 1/4, SEC. 8, T3N, R5W

N. LINE SW 1/4, SW 1/4, SEC. 8, T3N, R5W

S89°36'18"W 1,057.02'

003-001

N/F GRANDVIEW FARM, LIMITED PARTNERSHIP

01-1-24-08-00-000-000-001

01-1-24-08-00-000-000-002

DOC. NO. 2017R13435

ROW AREA REQUIRED = 206,111 SF (4.737 AC)

ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

SW 1/4, SW 1/4,
SEC 8, T3N, R5W

R-5

S88°06'16"E 250.20'

N89°36'18"E

567.42'

70'

T3N, R5W

N, R5W

S89°36'18"W

1,320.05'

BELL ROAD

23.5'

S. LINE NW 1/4, SE 1/4
N. LINE SW 1/4, SE 1/4

1/2" IB
SW COR.,
NW 1/4, SE 1/4,
SEC. 8, T3N, R5W

R

BELLM

N02°04'07"W 1,330.29'

E. LINE SE 1/4, SW 1/4, SEC. 8, T3N, R5W

W. LINE SW 1/4, SE 1/4, SEC. 8, T3N, R5W

N/F JASON

01-1-24-01-00-000-000

DOC NO. 2005R26798

SET 5/8" IB

E. LINE SW 1/4, SE 1/4, SEC. 8, T3N, R5W

W. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W

N02°03'30"W 667.31'

P

P

93.53'

POC PARCEL 003-003
3/4" IB
NW COR.
SE 1/4, SE 1/4,
SEC. 8, T3N, R5W

S. LINE NE 1/4, SE 1/4, SEC. 8, T3N, R5W
N. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W

480.17'

N/E WADE E. &
ELIZABETH A. WEINEL
01-21-24-08-00-000-009
DOC NO. 2014R355657

70.02'

SE 1
SEC 1

N89°30'28"E 1,323.14'

BELLM ROAD

S. LINE NW 1/4, SW 1/4, SEC. 9, T3N
N. LINE SW 1/4, SW 1/4, SEC. 9, T3N

30'

40'

S89°30'28"W 378.74'

N88°1'59"W 250.00'

003-004

N/F GRANDVIEW FARM LIMITED

01-1-24-09-00-000

01-1-24-09-00-000-

DOC NO. 2005R039

ROW AREA REQUIRED = 95,495

ROW AREA WITHIN EX ROW = 25,4

SW 1/4, SW
SEC 9, T3N

ORDINANCE NO. 3124

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN OPTION TO BUY ADDITIONAL REAL ESTATE FROM GRANDVIEW FARMS LIMITED PARTNERSHIP FOR FUTURE CONSTRUCTION OF PART OF THE SOUTHERN PERIPHERAL ROUTE FOR CITY OF HIGHLAND

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

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

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

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

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

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

WHEREAS, City has determined it necessary to purchase an option to buy real estate for \$31,571.10 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy additional real estate for \$31,571.10 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the Agreement attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute any documents necessary to complete the purchase of an option to buy additional real estate for \$31,571.10 from Grandview

Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the Agreement attached hereto as **Exhibit A**.

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy additional real estate from Grandview Farm Limited Partnership for \$31,571.10, and pursuant to the Agreement attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

Section 3. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute whatever documents may be necessary to purchase an option to buy additional real estate from Grandview Farm Limited Partnership for \$31,571.10, and pursuant to the Agreement attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

Section 4. This Ordinance shall be known as Ordinance No. 3124 and shall be effective upon its passage and approval in accordance with law.


Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the 16th day of August, 2021, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Sloan, Frey, Bellm
NOES: None
ABSENT: Hipskind




ATTEST:

APPROVED:



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



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

REAL ESTATE OPTION AGREEMENT
Additional Real Estate for Southern Peripheral Route

Route 160 to Arkansas Road

THIS PURCHASE OPTION AGREEMENT is made and entered into this 18th day of July 2021, by and between Grandview Farm Limited Partnership, hereinafter referred to as the "Owner," and the City of Highland, Illinois, hereinafter referred to as the "Optionee."

Condition Subsequent: Owner and Optionee intend to execute this Agreement prior to Optionee obtaining the approval necessary to give force and effect to this "Real Estate Option Agreement" (hereinafter "Agreement"). Optionee represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Owner and Optionee shall have no obligation under this Agreement until Optionee has obtained legal approval of the foregoing ordinance approving of this Agreement. If Optionee has not received the foregoing legal approval prior to August 31, 2021, this Agreement shall have no force or effect. Owner and Optionee may extend the approval deadline by mutual written consent.

Consideration and Grant of Option

1. In consideration of the payment of \$31,571.10 to the Owner and to the delivery from the Optionee to the Owner of the ordinance approving of this Agreement, all to be received on or before August 31, 2021, the Owner hereby grants to the Optionee the sole and exclusive right and option to purchase the premises, hereinafter referred to as the "Premises," described in Exhibit "A" and mapped in Exhibit "B" attached hereto and made a part hereof, together with all improvements, easements, and appurtenances thereto for the price and within the time specified herein. In the event that the option granted herein is exercised, the above-recited consideration shall be applied against and be considered part of the purchase price.

Exercise of Option

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

Purchase Price

3. The purchase price for that portion of the Premises generally described as "Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road" (191,340 square feet, more or less) shall be \$315,711.00, which shall be paid in accordance with the Sales Contract, attached hereto as Exhibit "C" and made a part hereof.

For clarification, should Optionee perform according to this Agreement, and exercise the Option, the purchase price on or before August 1, 2023, for the Premises generally described as Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road shall be **\$284,139.90** (\$315,711.00 - \$31,571.10 = \$284,139.90).

Conveyance

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

Title

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

Costs Paid by Owner

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

Costs Paid by Optionee

7. Upon the exercise of the option and the closing of the transaction, the Optionee shall be responsible for the following costs and expenses:

- a. Cost of recording the deed.
- b. One half of any other closing expenses other than those to be born wholly by the Owner.

Possession of Premises

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

Entry for Inspection

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

Delivery of Notice

10. All notices provided for herein, if not delivered in person, shall be sent by United States certified mail, return receipt requested, to:
 - a. Optionee - City of Highland, Attn: City Manager, PO Box 218, 1115 Broadway, Highland, Illinois 62249.
 - b. Owner - Dr. William Drake, on behalf of Grandview Farm LP, 10205 State Route 143, Marine, IL 62601

Either party shall have the right to designate a new address for the receipt of said notices by written notice given as aforesaid.

Representations

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

EXECUTED on the date and year first written.

By:


Dr. William Drake, on behalf of Grandview Farm LLP.

By:

City Manager Christopher Conrad, on behalf of The City of Highland, Illinois.

003-003

Grantor: Grandview Farm Limited Partnership

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

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

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

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Tyler G. Gross, as recorded in said Recorder's Office as Document Number 2018R39857; thence South 01 degree 47 minutes 24 seconds East on said west line, 90.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 90.00 feet southerly of and parallel with said north line, 803.15 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 90.03 feet to the Point of Beginning.

Said parcel contains 73,303 square feet or 1.6828 acres, more or less.

003-004

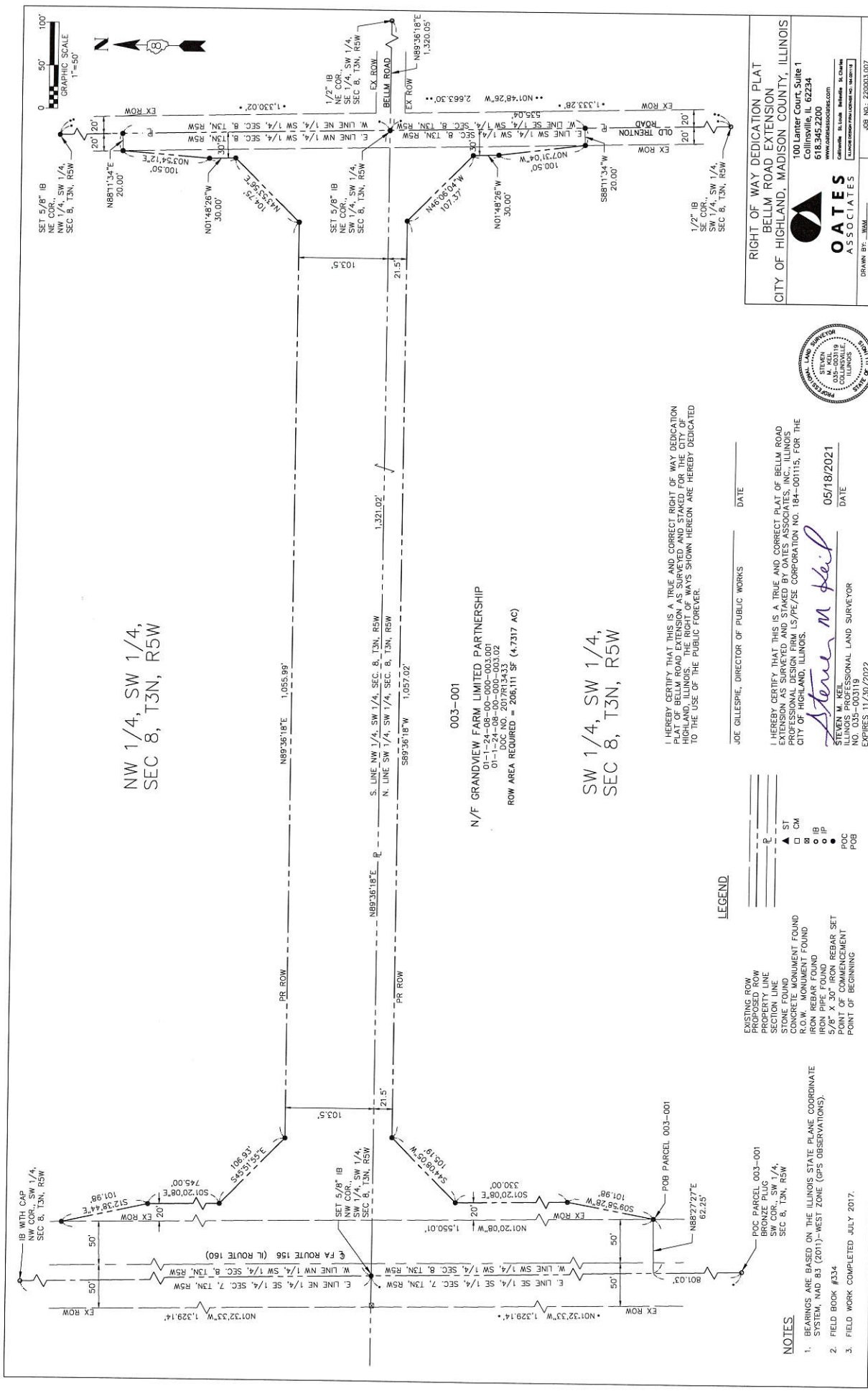
Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 285.89 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 15 degrees 55 minutes 53 seconds West, 168.26 feet; thence North 46 degrees 12 minutes 21 seconds West, 34.71 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 100.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 420.62 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 90.00 feet southerly of and parallel with said north line, 378.17 feet to the east line of a tract of land described in the deed to Tyler G. Gross, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2018R39857; thence North 01 degree 47 minutes 24 seconds West on said east line, 90.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 118,037 square feet or 2.7098 acres, more or less.



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

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

OATES ASSOCIATES

DRAWN BY: SKM
CHECKED BY: SKM
DATE: 02/03/2021
JOB NO.: 220031.007
SHEET 1 OF 4 SHEETS



JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS
DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELL ROAD EXTENSION AS SURVEYED AND STAKED BY STEVEN M. KEIL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, FOR THE CITY OF HIGHLAND, ILLINOIS.

Steven M. Keil
STEVEN M. KEIL
ILLINOIS PROFESSIONAL LAND SURVEYOR
REG. NO. 003-00119
EXPIRES 11/30/2022

DATE 05/18/2021

LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
EASEMENT
STONE FOUND
CONCRETE MONUMENT FOUND
R.O.W. MONUMENT FOUND
IRON REBAR FOUND
IRON PIPE FOUND
IRON MONUMENT FOUND
POINT OF BEGINNING
POINT OF COMMENCEMENT

ST
CA
IB
IP
PC
POB

NOTES

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (SPS OBSERVATIONS).

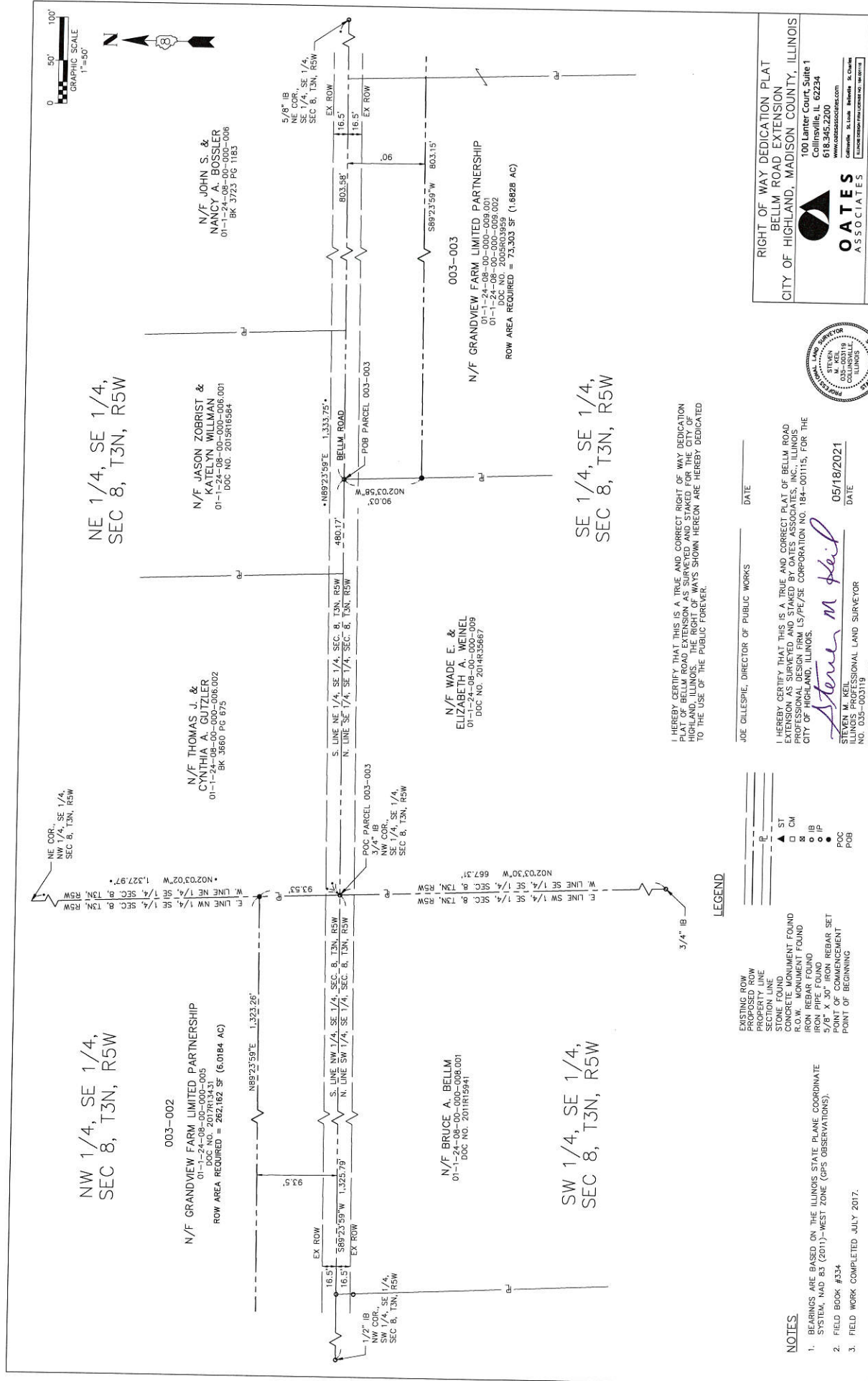
2. FIELD BOOK #334

3. FIELD WORK COMPLETED JULY 2017.



OATES ASSOCIATES
 Collinsville, IL 62234
 618.345.2200
 www.oatesassociates.com
 Collinsville St. Louis Belleville St. Charles
 LAURENCE DESIGN FIRM LICENSED NO. 164-021118
 POS. 140 - 10/20/02
 DRAWN BY: WAM

CHKD BY: SWK SHEET 2 OF 4 SHEETS
DATE: 05/03/2021 TATES ASSOCIATES, 100 LANIER COURT, SUITE 1, COLLINSVILLE, IL 62234
JOB NO.: 2260003.007



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

100 Lanter Court, Suite 1
Collinsville, IL 62234
918.345.2200
Collinsville, IL 62234
Collinsville, IL 62234
Collinsville, IL 62234

DRAWN BY: JAW
CHECKED BY: JAW
DATE: 05/03/2021

JOB NO.: 220003.007
SHEET 3 OF 4 SHEETS

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF WAY DEDICATION PLAT OF BELL ROAD EXTENSION AS SURVEYED BY STEVEN M. KEIL, PROFESSIONAL LAND SURVEYOR, NO. 035-00319, ILLINOIS, FOR THE CITY OF HIGHLAND, ILLINOIS.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS
DATE: _____

STEVEN M. KEIL
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-00319
EXPIRES 11/30/2022

05/18/2021
DATE

- LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
EACHING LINE
STAKE
CONCRETE MONUMENT FOUND
R.O.W. MONUMENT FOUND
IRON REBAR FOUND
IRON PIPE FOUND
IRON X 3/4" IRON REBAR SET
POINT OF BEGINNING
POINT OF BEGINNING

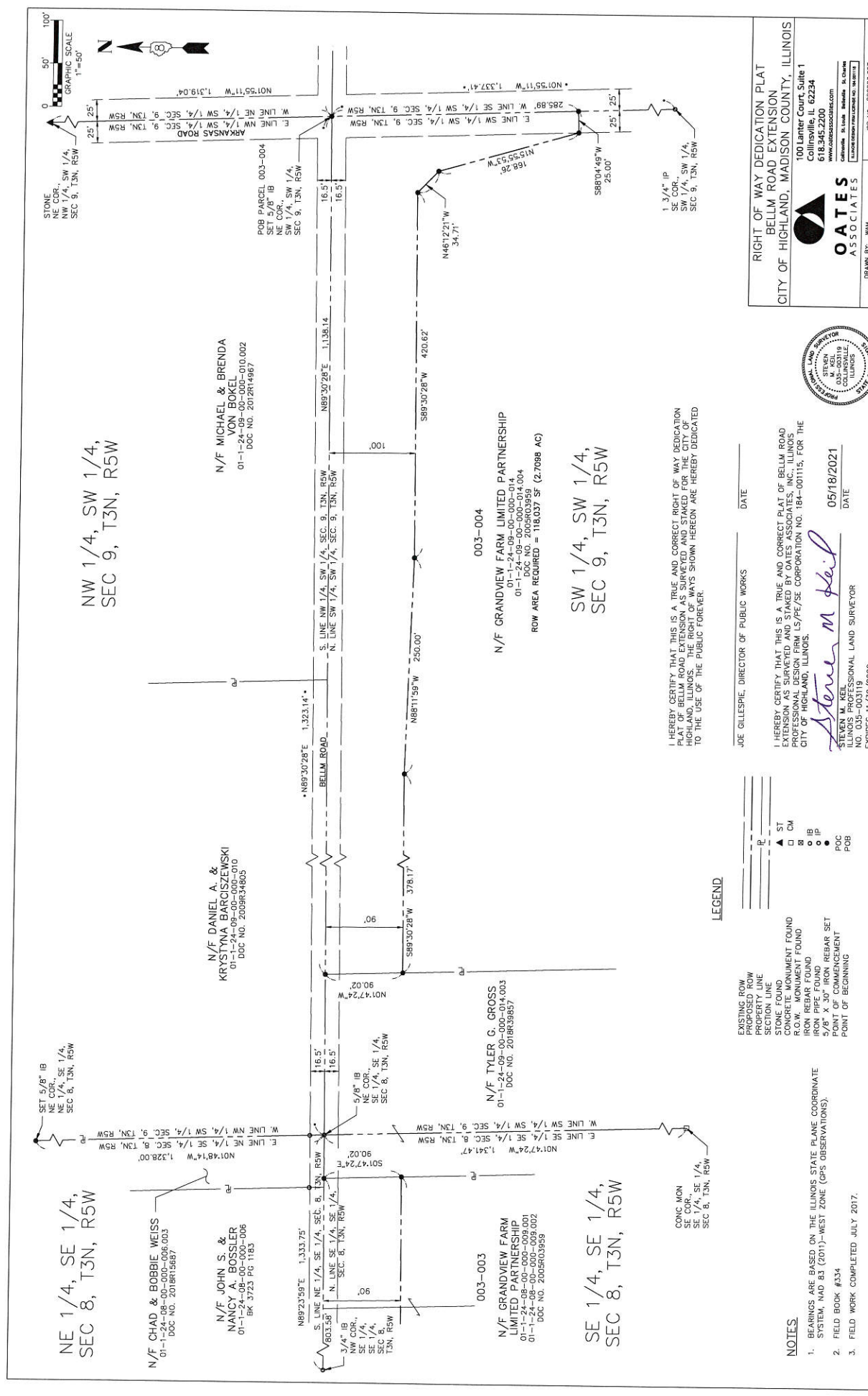
ST
CM
IB
IP
POC
POB

NOTES

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).

2. FIELD BOOK #334

3. FIELD WORK COMPLETED JULY 2017.
- RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234



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

100 Lanier Court, Suite 1
Collinsville, IL 62234
618.345.2200

OATES ASSOCIATES
Surveying, Mapping, Engineering, & Construction
100 Lanier Court, Suite 1
Collinsville, IL 62234
618.345.2200

DRAWN BY: JMW
CHECKED BY: JMW
DATE: 05/18/2021
JOB NO. 220003.007
SHEET 4 OF 4 SHEETS

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS
DATE: _____

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

STEVEN M. KEL
STEVEN M. KEL
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-003119
EXPIRES 11/30/2022

DATE: 05/18/2021

LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
STONE FOUND
CONCRETE MONUMENT FOUND
IRON PIPE FOUND
5/8" X 30" IRON REBAR SET
POINT OF COMMENCEMENT
POINT OF BEGINNING

ST
CM
IB
IP
POB

NOTES

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, MAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).

2. FIELD BOOK #334

3. FIELD WORK COMPLETED JULY 2017.

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

EXHIBIT C
CONTRACT TO PURCHASE AGRICULTURAL LAND

This Contract is entered into this _____ day of _____, 20____, between Grandview Farm Limited Partnership (hereinafter "Seller"), 10205 State Route 143, Marine, IL 62061, and the City of Highland, Illinois (hereinafter "Buyer"), PO Box 218, 1115 Broadway, Highland, IL 62249.

Condition Subsequent: Seller and Buyer intend to execute this Agreement prior to Buyer obtaining the approval necessary to give force and effect to this "Contract to Purchase Agricultural Land" (hereinafter "Agreement"). Buyer represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Seller and Buyer shall have no obligation under this Agreement until Buyer has obtained legal approval of the foregoing ordinance approving of this Agreement. If Buyer has not received the foregoing legal approval prior to September 30, 2023, this Agreement shall have no force or effect. Seller and Buyer may extend the approval deadline by mutual written consent.

Seller agrees to sell and Buyer agrees to purchase the following described real estate located in Madison County, Illinois:

"Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road" or "Premises," described in Exhibit "A" and mapped in Exhibit "B" attached hereto and made a part hereof, together with all improvements, easements, and appurtenances thereto for the price and within the time specified herein.

1. DOWN PAYMENT, CONTRACT SALES PRICE AND TERMS

A down payment of \$31,571.10 towards the total agreed purchase price of \$315,711.00 is acknowledged as having been paid by Buyer pursuant to a Real Estate Option Agreement entered into between the parties on or about the 15th day of July 2021. The balance due at closing before adjustments for real estate taxes, any liens and other closing costs will be **\$284,139.90** (\$315,711.00 - \$31,571.10 = \$284,139.90).

Upon entering into this Contract, Seller agrees to immediately notify, in writing with a copy to Buyer, any tenant farmer of the land being purchased that his leasehold interests are terminated.

The foregoing ordinance referenced as a Condition Subsequent shall be delivered to Seller upon its passage.

2. METHOD OF PAYMENT: Cash by certified cashiers check or wired funds.

3. CLOSING AND POSSESSION

This Contract shall be closed on the _____ day of _____, 20____ (in no event later than ninety (90) days after this Contract is approved by the Corporate Authorities of City of Highland, IL; said date may be extended by mutual written consent of both Parties) at Benchmark Title, Edwardsville, Illinois, or at such other title company and time as may be mutually agreed in writing.

Possession of said property is to be delivered to Buyer on the closing date.

4. REAL ESTATE TAXES

Real estate taxes shall be prorated to the date of closing and either paid by Seller or credited towards Buyer's purchase price due.

5. CONVEYANCE

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, which instrument shall be subject to standard exceptions. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.

6. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises. Seller has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

7. TITLE EVIDENCE

Seller shall within a reasonable period furnish at Seller's expense a commitment and Owners Title Guaranty Policy for the amount of the purchase price, subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, and (g) mortgage or other lien that may be eliminated at closing by application of the purchase price. Buyer shall within ten (10) business days after receiving such title evidence, deliver to Seller, together with such evidence, a report in writing specifying any objections made to the title.

In case such title evidence is not delivered to Buyer within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

8. MINERAL RIGHTS

The Buyer will receive, and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

9. PERFORMANCE

In the event of default by either party under the terms of this Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to this Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

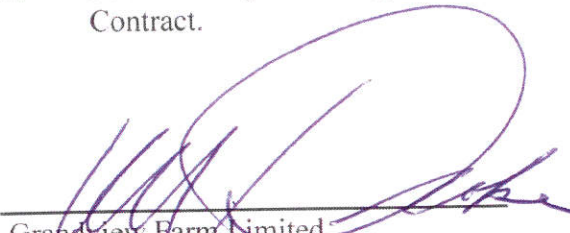
10. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller, if any.

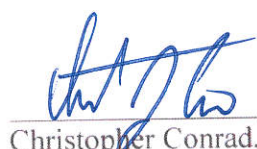
11. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with government regulations.

- F. Buyer and Seller agree that closing costs and expenses shall be paid according to customary practices in and around Madison County, Illinois. Where In conflict, the Option Agreement entered into between the parties shall prevail. The premium for the Owner's Title Insurance Policy shall be paid by Seller. All transfer taxes shall be paid by Seller.
- G. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.



Grandview Farm Limited
Partnership, by William K. Drake,
general partner



Christopher Conrad, City Manager
City of Highland, Illinois

003-004

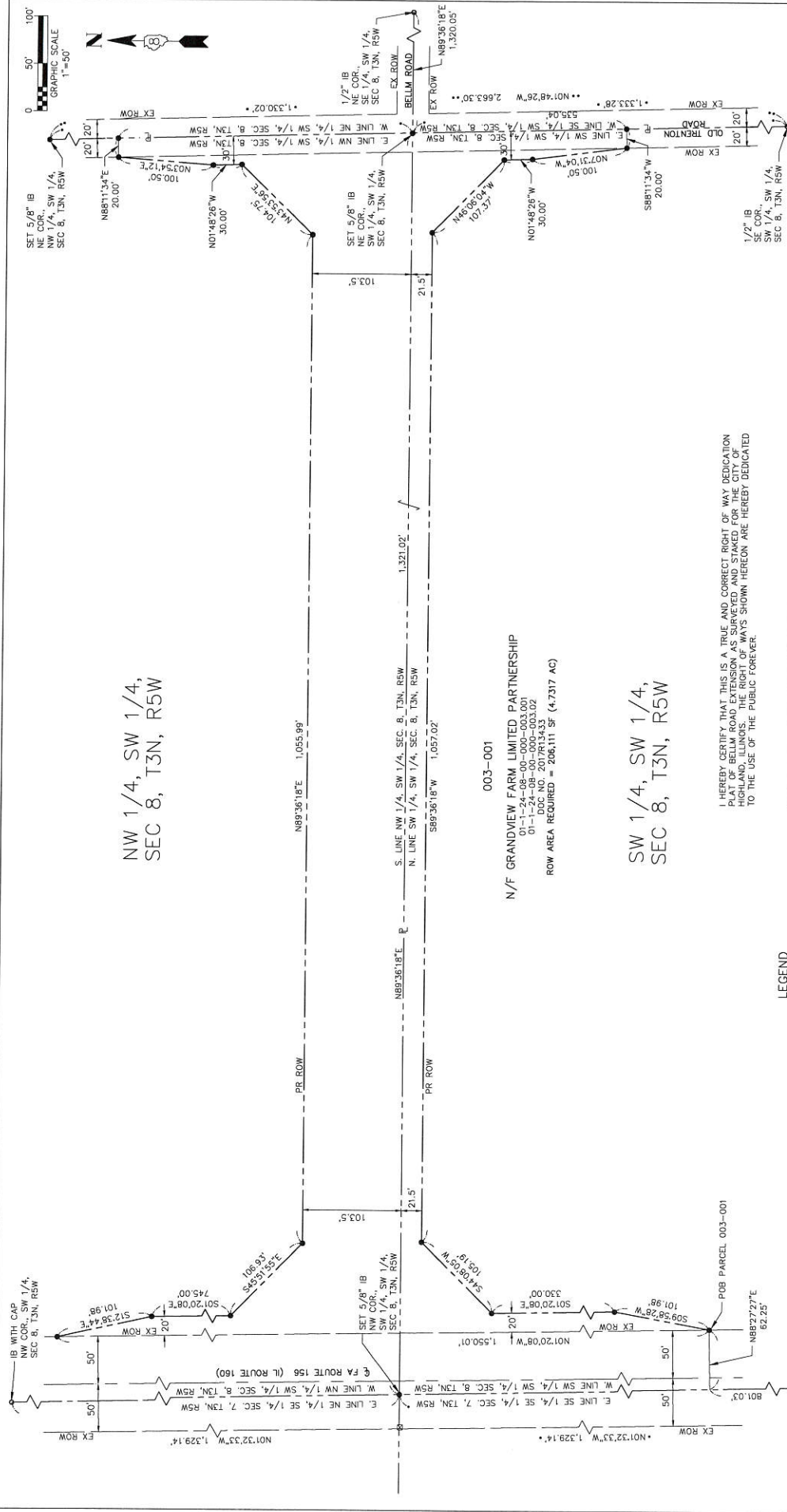
Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 285.89 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 15 degrees 55 minutes 53 seconds West, 168.26 feet; thence North 46 degrees 12 minutes 21 seconds West, 34.71 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 100.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 420.62 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 90.00 feet southerly of and parallel with said north line, 378.17 feet to the east line of a tract of land described in the deed to Tyler G. Gross, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2018R39857; thence North 01 degree 47 minutes 24 seconds West on said east line, 90.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 118,037 square feet or 2.7098 acres, more or less.



NW 1/4, SW 1/4,
SEC 8, T3N, R5W

SW 1/4, SW 1/4,
SEC 8, T3N, R5W

N/F GRANDVIEW FARM LIMITED PARTNERSHIP
 01-1-24-08-00-000-003.02
 DOC NO. 2017R13433
 ROW AREA REQUIRED = 206,111 SF (4.7317 AC)

003-001

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

LEGEND

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

NOTES

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
2. FIELD BOOK #334
3. FIELD WORK COMPLETED JULY 2017.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELL ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, A PROFESSIONAL DESIGN FIRM L.S./P.E./S.E. CORPORATION NO. 184-00115, FOR THE CITY OF HIGHLAND, ILLINOIS.

Steven M. Keil
 STEVEN M. KEIL
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 035-00319
 EXPIRES 11/30/2022

DATE

RIGHT OF WAY DEDICATION PLAT
 BELL ROAD EXTENSION
 CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS
 100 Lanier Court, Suite 1
 Collinsville, IL 62234
 618.345.2200
 www.oatesassociates.com



OATES ASSOCIATES
 COLLINSVILLE, IL
 LAND SURVEYORS
 LICENSE NO. 184-00115

DRAWN BY: JAM

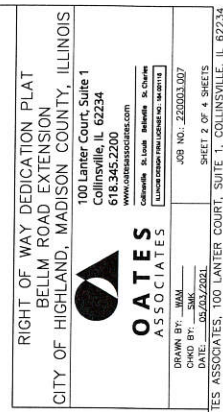
CHECKED BY: JAM

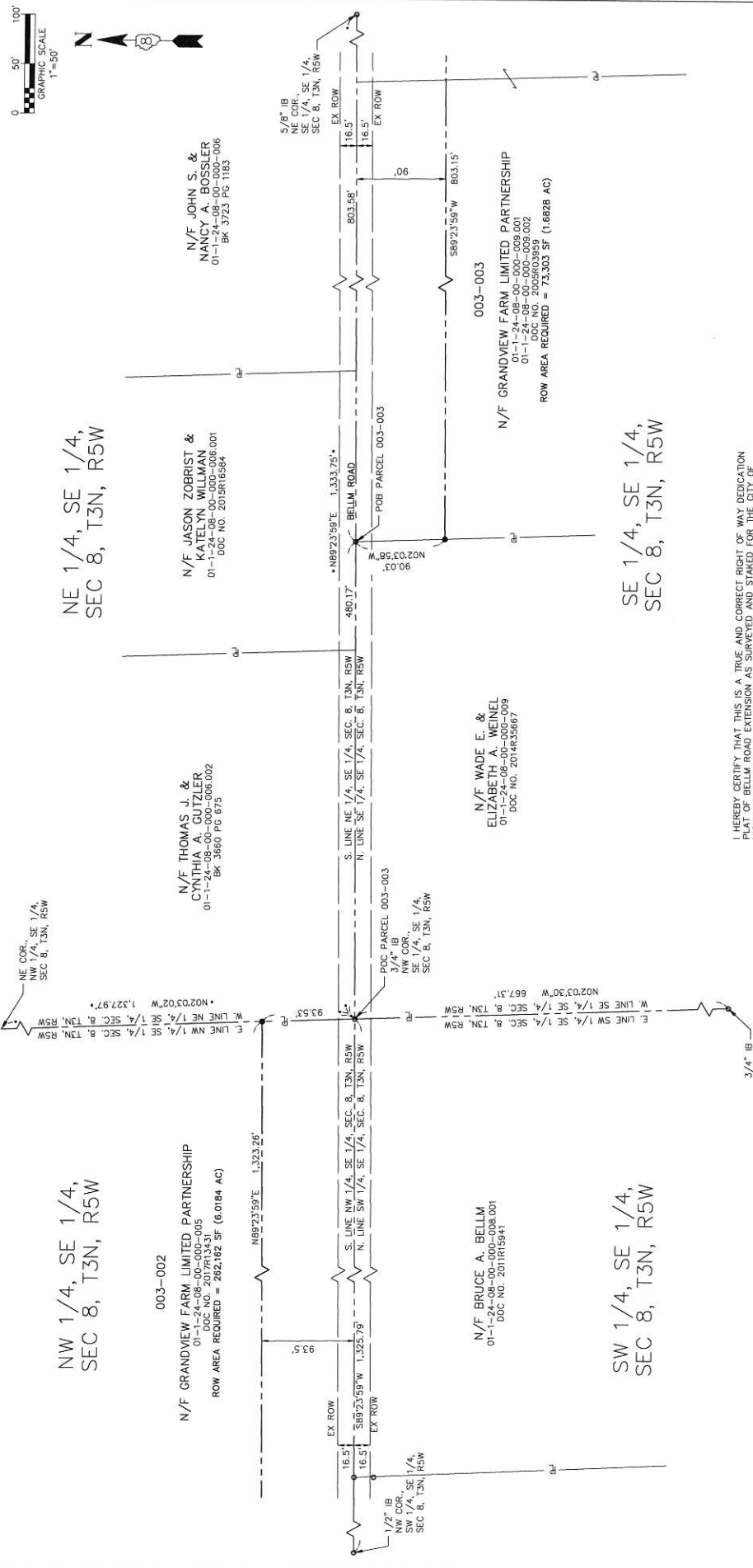
DATE: 05/18/2021

JOB NO.: 220003.007

SHEET 1 OF 4 SHEETS

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





LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- STONE FOUND
- CONCRETE MONUMENT FOUND
- 5/8" IRON MONUMENT FOUND
- 5/8" X 30" IRON REBAR SET
- POINT OF COMMENCEMENT
- POINT OF BEGINNING

NOTES

- BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)--WEST ZONE (GPS OBSERVATIONS).
- FIELD BOOK #334
- FIELD WORK COMPLETED JULY 2017.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD EXTENSION AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003119, FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003119, FOR THE CITY OF HIGHLAND, ILLINOIS.

STEVEN M. KEEL
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-003119
EXPIRES 11/30/2022

DATE



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



OATES ASSOCIATES

100 Lanter Court, Suite 1
Crest Hill, IL 62234
618.346.2070
www.oatesassociates.com

DRAWN BY: JMM
CHECKED BY: JMM
DATE: 06/02/2021
JOB NO.: 220603.007
SHEET 3 OF 4 SHEETS


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

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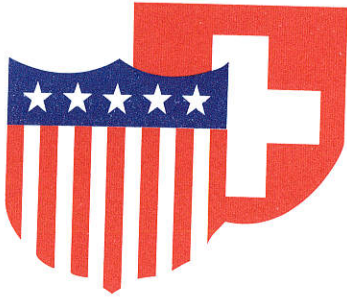
STATE OF INDIANA, MADISON COUNTY, ILLINOIS
 100 Lanter Court, Suite 1
 CM
 CONCRETE MONUMENT FOUND
 CONCRETE MONUMENT FOUND
 R.O.W. MONUMENT FOUND
 NOTES

SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS),
FIELD BOOK 88
2
POINT OF COMMENCEMENT
5/8" x 30" IRON REBAR SET
DOCK
05/18/2021
STEVEN
035-003119
www.oilspillassistance.com

NO: 055-003119
EXPIRES 11/30/2022

 DRAWN BY: WAM
CHECK BY: SWK

JOB NO: 220003.027



City of Highland

RECEIPT OF PAYMENT FOR OPTION TO BUY LAND

I, Dr. William K. Drake, hereby acknowledge receipt of payment in the amount of \$31,571.10, from the City of Highland, Illinois, as consideration for the sole and exclusive right and option to purchase the premises, that is the described in the "REAL ESTATE OPTION AGREEMENT, Additional Real Estate for Southern Peripheral Route, Route 160 to Arkansas Road," entered into by the City of Highland and Grandview Limited Partnership on the 18th day of July, 2021, and authorized by the City Council of the City of Highland, via Ordinance Number 3124.

Dr. William K. Drake
Grandview Farm Limited Partnership

Aug 20, 2021
Date

ORDINANCE NO. 3217

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

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

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

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

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

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

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

Hereinafter “Option 1.”

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

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

Hereinafter "Option 2."

See **Exhibit A and B**.

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

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

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

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

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

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

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

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

Section 4. This Ordinance shall be known as Ordinance No. 3217 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 6th day of September, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: Sloan, Frey, Bellm,

NOES: None



APPROVED:

DocuSigned by:

A blue ink signature of Kevin B. Hennam.

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

ATTEST:

DocuSigned by:

A blue ink signature of Barbara Bellm.

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

ORDINANCE NO. 2901

**ORDINANCE AUTHORIZING THE PURCHASE OF AN OPTION
TO BUY REAL ESTATE FROM GRANDVIEW FARMS LIMITED PARTNERSHIP
FOR FUTURE CONSTRUCTION OF PART OF THE
SOUTHERN PERIPHERAL ROUTE FOR CITY OF HIGHLAND, ILLINOIS**

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

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

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

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

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

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

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

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

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

Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**.

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy real estate from Grandview Farm Limited Partnership for \$109,515.04, and pursuant to the contract attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

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

Section 4. This Ordinance shall be known as Ordinance No. 2901 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the 19th day of November, 2018, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: Schwarz, Frey, Bellm, Nicolaides

NOES: None



ATTEST:

APPROVED:

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

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

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

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

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

Consideration and Grant of Option

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

Exercise of Option

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

Purchase Price

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

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

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

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

Conveyance

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

Title

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

Costs Paid by Owner

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

determination of the actual amount due.

Costs Paid by Optionee

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

Possession of Premises

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

Entry for Inspection

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

Delivery of Notice

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

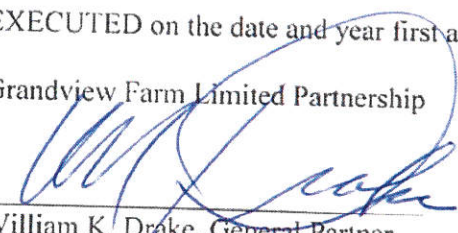
Representations

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

EXECUTED on the date and year first above written.

Grandview Farm Limited Partnership

By:


William K. Drake, General Partner

The City of Highland, Illinois

By:

A handwritten signature in black ink, appearing to read "Mark Latham", written over a horizontal line.

Mark Latham, City Manager

Exhibit A

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

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

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

003-001

Grantor: Grandview Farm Limited Partnership

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

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

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

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

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

A-1

003-002

Grantor: Grandview Farm Limited Partnership

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

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

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

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

A-Z

003-003

Grantor: Grandview Farm Limited Partnership

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

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

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

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in said Recorder's Office as Document Number 2005R21570; thence South 01 degree 47 minutes 24 seconds East on said west line, 70.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 70.00 feet southerly of and parallel with said north line, 803.24 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 70.02 feet to the Point of Beginning.

Said parcel contains 56,239 square feet or 1.2911 acres, more or less, of which 13,258 square feet or 0.3044 acre, more or less, has been previously used or dedicated for right of way purposes.

A-3

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 284.15 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 07 degrees 37 minutes 49 seconds West, 100.50 feet; thence North 01 degree 55 minutes 11 seconds West on a line 35.00 feet westerly of and parallel with said east line, 30.00 feet; thence North 46 degrees 12 minutes 21 seconds West, 107.38 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 80.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 400.00 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 70.00 feet southerly of and parallel with said north line, 378.74 feet to the east line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2005R21570; thence North 01 degree 47 minutes 24 seconds West on said east line, 70.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 95,495 square feet or 2.1923 acres, more or less, of which 25,479 square feet or 0.5849 acre, more or less, has been previously used or dedicated for right of way purposes.

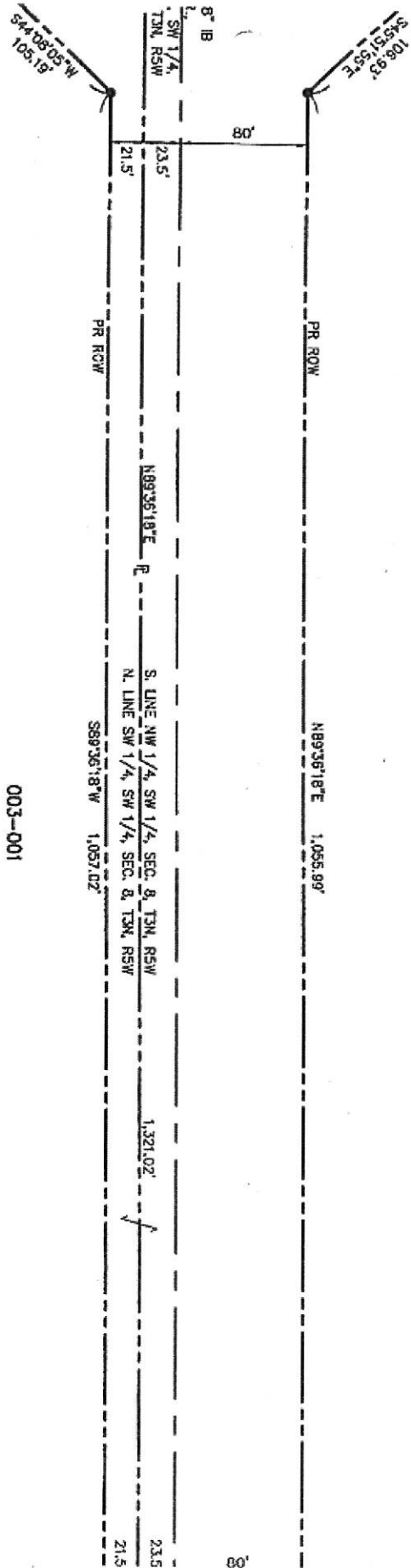
A-4

Exhibit B

Exhibit B (maps) is comprised of B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8, attached.

745.00\$

NW 1/4, SW 1/4,
SEC 8, T3N, R5W



003-001

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-003.001
01-1-24-03-00-000-003.02

DOC NO. 2017R13433

ROW AREA REQUIRED = 206,111 SF (4.7317 AC)

ROW AREA REQUIRED = 208,111 SF (4.7317 AC)
ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

SW 1/4, SW 1/4,
SEC 8, T3N, R5W

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

JOSEPH R. MICHAELS, MAYOR

DATE

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

CITY OF

NE 1/4, SW 1/4,
SEC 8, T3N, R5W

NW 1/4, SE 1/4,
SEC 8, T3N, R

003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

ROW AREA REQUIRED = 262,162 SF (6.0184 AC)
ROW AREA WITHIN EX ROW = 49,518 SF (1.1368 AC)

SE 1/4, SW 1/4,
SEC 8, T3N, R5W

SW 1/4
SEC 8,

N/F VALENTINE H. & FERN E. BELL

01-1-24-08-00-000-008
01-1-24-08-00-000-008.001
BK 4273 PG 1050

N/F JASON & KATE HENRICHS

01-1-24-08-00-000-003.003
DOC NO. 2005R26798

N/F TRI-TOWNSHIP
WATER DISTRICT

01-1-24-08-00-000-008
BK 4106 PG 1207

N/F VALENTINE

01-1-24-08-00-000-008
EX 4

LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
ALIGNMENT BASELINE
STONE FOUND
VALUETEC STANDARD SYMBOLS



JOSEPH R. MICHAELS, MAYOR

DATE

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

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

CITY

C 8, T3N, R5W

003-002

NEW FARM LIMITED PARTNERSHIP
01-1-24-08-00-000-003
DOC NO. 2017R13431
REQUIRED = 282,162 SF (6.0184 AC)
WITHIN EX ROW = 49,518 SF (1.1388 AC)

N/F THOMAS J. &
CYNTHIA A. GUTZLER
01-1-24-09-00-000-006.002
BK 3660 PG 675

N/F JASON ZOBRIST &
KATELYN WILLMAN
01-1-24-09-00-000-006.001
DOC NO. 2015R16584

SEC 8, T3N, R5W

B-3

N/F BRUCE A. BELL
01-1-24-08-00-000-008.001
DOC NO. 2018R15841

N/F WADE E. &
ELIZABETH A. WEINEL
01-1-24-09-00-000-009
DOC NO. 2014R35567

N/F GRANDVIEW FARM
01-1-24-08-00-000-002
DOC NO. 2
ROW AREA REQUIRED =
ROW AREA WITHIN EX ROW

SE 1/4, SE 1/4,
C 8, T3N, R5W

SE 1/4, SE 1/4,
SEC 8, T3N, R5W

LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- ALIGNMENT BASELINE
- STONE FOUND
- ADJUSTED TRANSVERSE CENTER

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

JOSEPH R. MICHAELS, MAYOR

DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELL ROAD
EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS
PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 164-001115, FOR THE

CITY (

SEC 9, T3N, R5W

N/F DANIEL A. &
KRISTYNA BARCISZEWSKI
01-1-24-09-00-000-010
DOC NO. 2008R34805

N/F MICHAEL & BRENDA
VON BOKEL
01-1-24-09-00-000-010.002
DOC NO. 2012R14967

003-004

N/F GRANDVIEW FARM LIMITED PARTNERSHIP
01-1-24-09-00-000-014
01-1-24-09-00-000-014.004
DOC NO. 2008R03959
ROW AREA REQUIRED = 95,495 SF (2.1923 AC)
ROW AREA WITHIN EX ROW = 25,479 SF (0.5849 AC)

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

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

JOSEPH R. MICHAELS, MAYOR

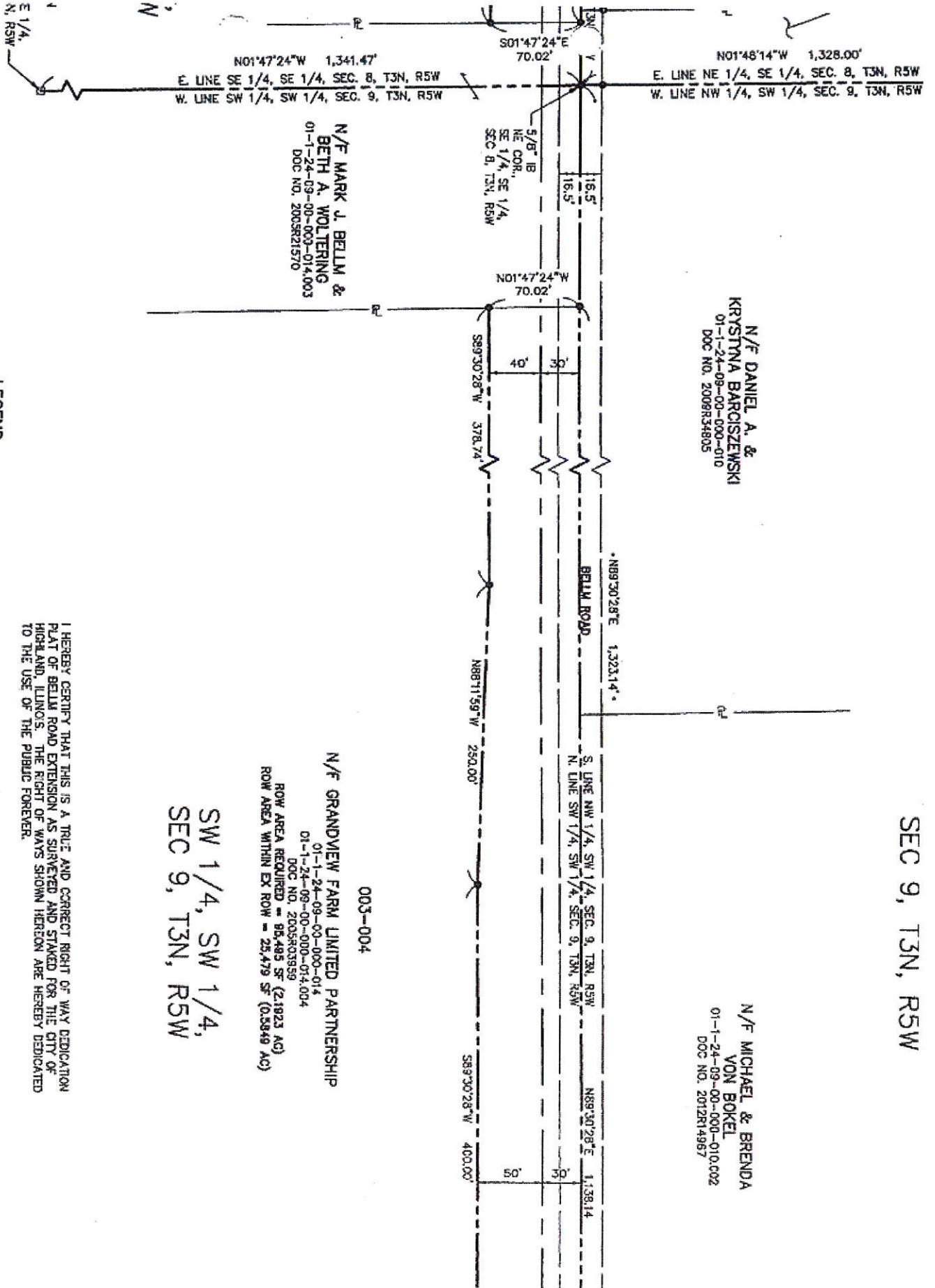
DATE

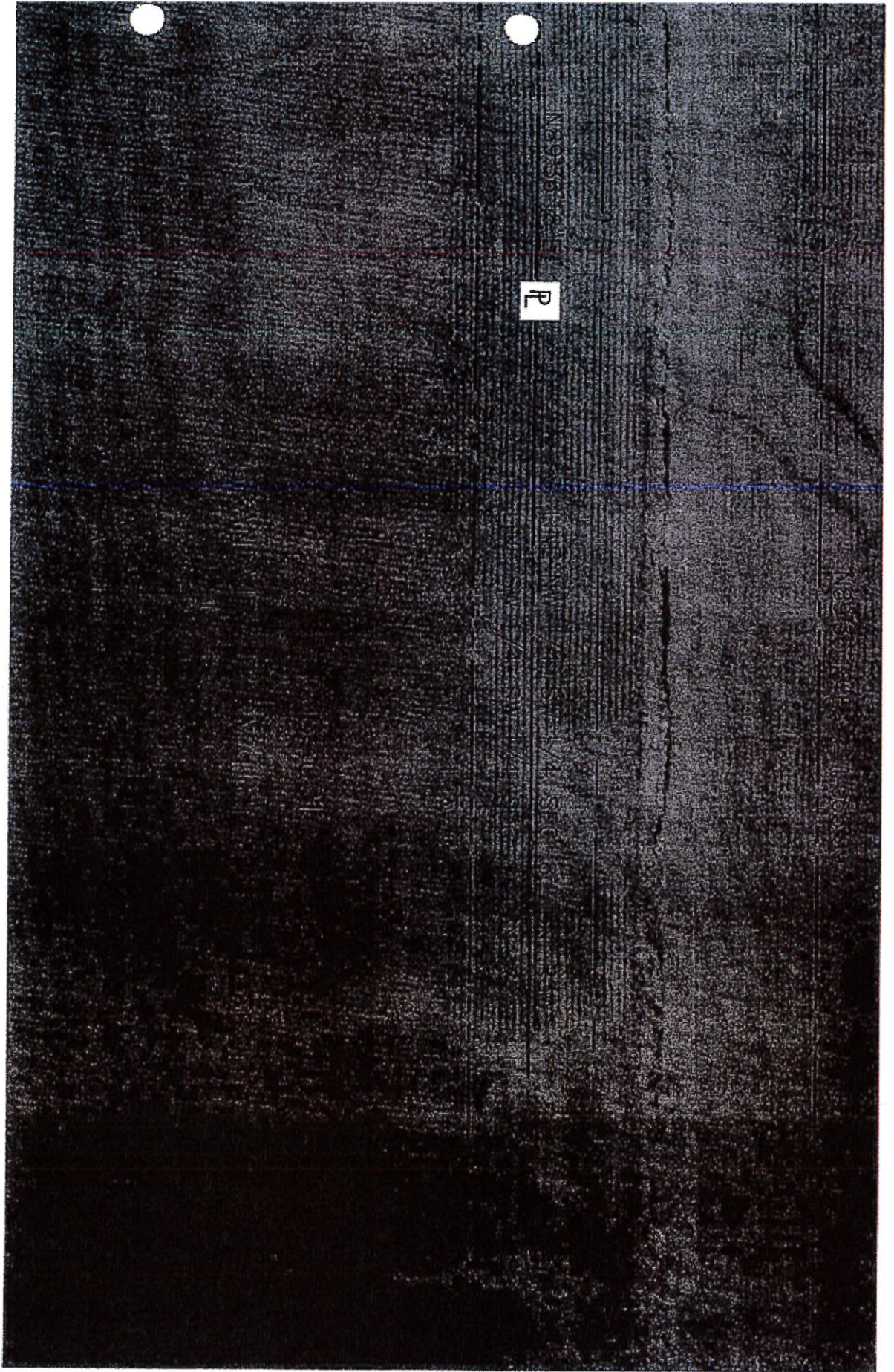
LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
ALIGNMENT BASELINE
STONE FOUND
SUBJECT UNIMPAIRED EASE LINE

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

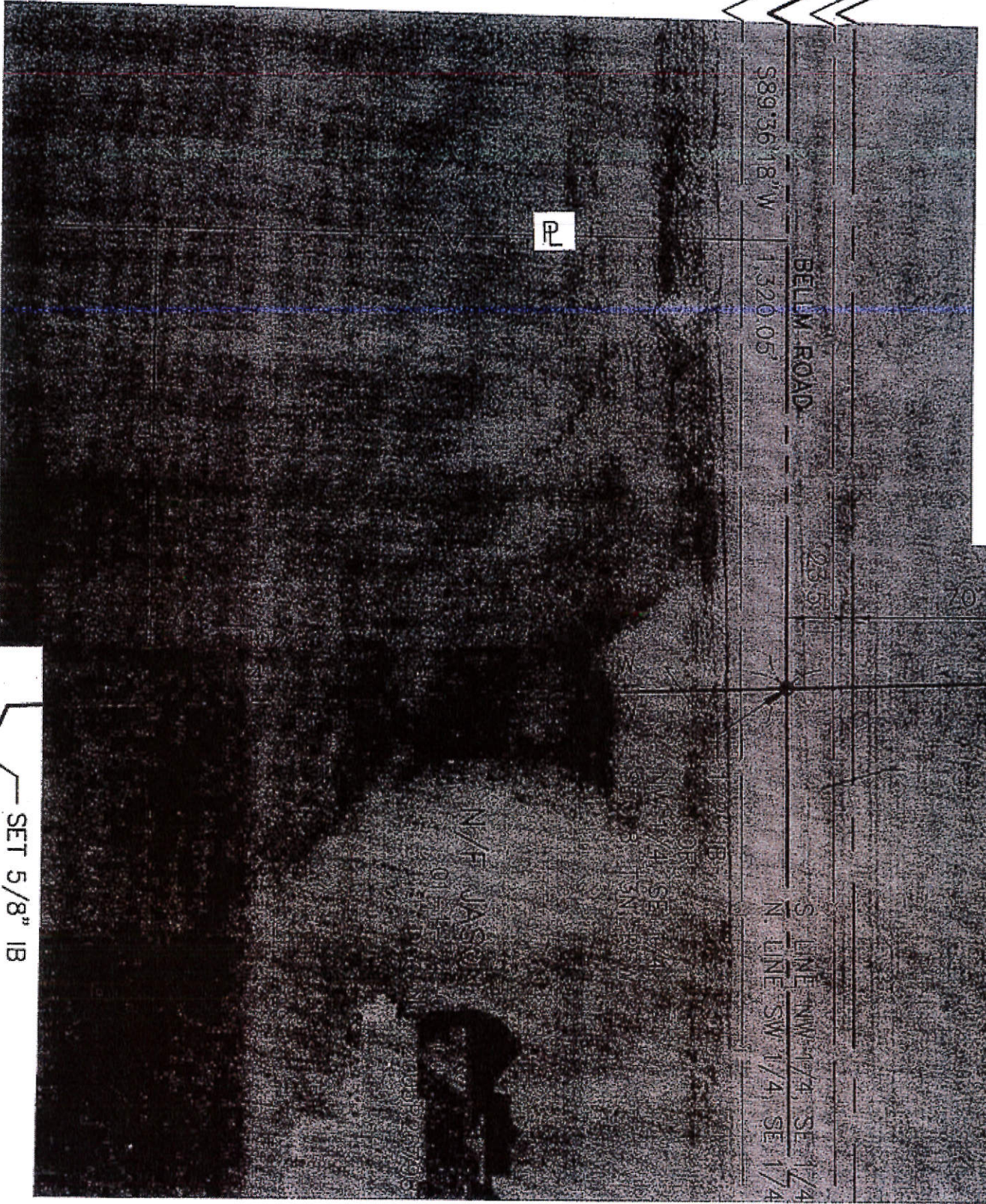
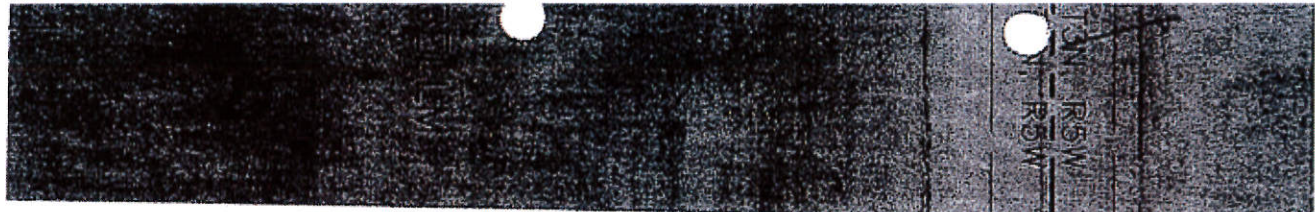
CITY





SW 1/4, SW 1/4,
SEC 8, T3N, R5W

12. ✓



A-7

589.30.26 IV- 378.74

1489.302814

S	LINE	NW 1/4	SW 1/4	SEC 9	T33
N	LINE	SW 1/4	SW 1/4	SEC 9	T33

250 00

BOOK

FROM AREA ROUTED TO 30-30-30
FROM AREA WITH 10-10-10

EXHIBIT C

CONTRACT TO PURCHASE AGRICULTURAL LAND

This Contract is entered into this _____ day of _____, 20____, between Grandview Farm Limited Partnership (hereinafter "Seller"), 10205 State Route 143, Marine, IL 62061, and the City of Highland, Illinois (hereinafter "Buyer"), 1115 Broadway, Highland, IL 62249.

Condition Subsequent: Seller and Buyer intend to execute this Agreement prior to Buyer obtaining the approval necessary to give force and effect to this "Contract to Purchase Agricultural Land" (hereinafter "Agreement"). Buyer represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Seller and Buyer shall have no obligation under this Agreement until Buyer has obtained legal approval of the foregoing ordinance approving of this Agreement. If Buyer has not received the foregoing legal approval prior to September 1, 2023, this Agreement shall have no force or effect.

Seller agrees to sell and Buyer agrees to purchase the following described real estate located in Madison County, Illinois:

A parcel containing 206,111 square feet, more or less, and generally known as the "Illinois Route 160 to Old Trenton Road" parcel more fully described in Exhibit A-1, attached.

A parcel containing 262,162 square feet, more or less, and more fully described in Exhibit A-2, attached.

A parcel containing 56,239 square feet, more or less, and more fully described in Exhibit A-3, attached.

A parcel containing 95,495 square feet, more or less, and more fully described in Exhibit A-4, attached.

The foregoing descriptions are mapped out on Exhibits B-1 through B-8, attached.

1. DOWN PAYMENT, CONTRACT SALES PRICE AND TERMS

A down payment of \$109,515.04 towards the total agreed purchase price of \$1,095,150.40 is acknowledged as having been paid by Buyer pursuant to a Real Estate Option Agreement entered into between the parties on or about the _____ day of _____, 2018. The balance due at closing before adjustments for real estate taxes, any liens and other closing costs will be \$985,635.36.

Upon entering into this Contract, Seller agrees to immediately notify, in writing with a copy to Buyer, any tenant farmer of the land being purchased that his leasehold interests are terminated.

The foregoing ordinance referenced as a Condition Subsequent shall be delivered to Seller upon its passage.

2. METHOD OF PAYMENT: Cash by certified cashiers check or wired funds.

3. CLOSING AND POSSESSION

This Contract shall be closed on the _____ day of _____, 20____ (in no event later than ninety days after this Contract is entered into) at Benchmark Title, Edwardsville, Illinois, or at such other time as may be mutually agreed in writing.

Possession of said property is to be delivered to Buyer on the closing date.

4. REAL ESTATE TAXES

Real estate taxes shall be prorated to the date of closing and either paid by Seller or credited towards Buyer's purchase price due.

5. CONVEYANCE

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, which instrument shall be subject to standard exceptions. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.

6. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises, Seller has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

7. TITLE EVIDENCE

Seller shall within a reasonable period furnish at Seller's expense a commitment and Owners Title Guaranty Policy for the amount of the purchase price, subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, and (g) mortgage or other lien that may be eliminated at closing by application of the purchase price. Buyer shall within 10 business days after receiving such title evidence, deliver to Seller, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

8. MINERAL RIGHTS

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

9. PERFORMANCE

In the event of default by either party under the terms of this Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to this Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

10. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller, if any.

11. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with government regulations.
- F. Buyer and Seller agree that closing costs and expenses shall be paid according to customary practices in and around Madison County, Illinois. Where in conflict, the Option Agreement entered into between the parties shall prevail. The premium for the Owner's Title Insurance Policy shall be paid by Seller. All transfer taxes shall be paid by Seller.
- G. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.

Grandview Farm Limited
Partnership, by William K. Drake,
general partner

Mark Latham, City Manager for the
City of Highland, Illinois

Exhibit A

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

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

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

003-001

Grantor: Grandview Farm Limited Partnership

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

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

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

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

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

A-1

003-002

Grantor: Grandview Farm Limited Partnership

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

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

Beginning at a set 5/8 inch iron rebar marking the southwest corner of the Northeast Quarter of said Southwest Quarter; thence on an assumed bearing of North 01 degree 48 minutes 26 seconds West on the west line of the Northeast Quarter of said Southwest Quarter, 309.27 feet; thence North 88 degrees 11 minutes 34 seconds East, 20.00 feet to the east right of way line of Old Trenton Road; thence South 07 degrees 31 minutes 04 seconds East, 100.50 feet; thence South 01 degree 48 minutes 26 seconds East on a line 30.00 feet east and parallel with the west line of the East Half of said Southwest Quarter, 31.48 feet; thence South 46 degrees 06 minutes 04 seconds East, 107.37 feet; thence North 89 degrees 36 minutes 18 seconds East on a line 103.50 feet northerly of and parallel with the south line of the Northeast Quarter of said Southwest Quarter, 400.00 feet; thence South 88 degrees 06 minutes 16 seconds East, 250.20 feet; thence North 89 degrees 56 minutes 18 seconds East on a line 93.50 feet northerly of and parallel with said south line, 567.42 feet; thence North 89 degrees 23 minutes 59 seconds East on a line 93.50 feet northerly of and parallel with the south line of the Northwest Quarter of said Southeast Quarter, 1,323.26 feet to the east line of the Northwest Quarter of said Southeast Quarter; thence South 02 degrees 03 minutes 02 seconds East on said east line, 93.53 feet to the south line of the Northwest Quarter of said Southeast Quarter; thence South 89 degrees 23 minutes 59 seconds West on said south line, 1,325.79 feet to the southwest corner of the Northwest Quarter of said Southeast Quarter; thence South 89 degrees 36 minutes 18 seconds West on the south line of the Northeast Quarter of said Southwest Quarter, 1,320.05 feet to the Point of Beginning.

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

A-Z

003-003

Grantor: Grandview Farm Limited Partnership

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

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

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

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in said Recorder's Office as Document Number 2005R21570; thence South 01 degree 47 minutes 24 seconds East on said west line, 70.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 70.00 feet southerly of and parallel with said north line, 803.24 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 70.02 feet to the Point of Beginning.

Said parcel contains 56,239 square feet or 1.2911 acres, more or less, of which 13,258 square feet or 0.3044 acre, more or less, has been previously used or dedicated for right of way purposes.

A-3

003-004

Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 284.15 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 07 degrees 37 minutes 49 seconds West, 100.50 feet; thence North 01 degree 55 minutes 11 seconds West on a line 35.00 feet westerly of and parallel with said east line, 30.00 feet; thence North 46 degrees 12 minutes 21 seconds West, 107.38 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 80.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 400.00 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 70.00 feet southerly of and parallel with said north line, 378.74 feet to the east line of a tract of land described in the deed to Mark J. Bellm and Beth A. Woltering, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2005R21570; thence North 01 degree 47 minutes 24 seconds West on said east line, 70.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 95,495 square feet or 2.1923 acres, more or less, of which 25,479 square feet or 0.5849 acre, more or less, has been previously used or dedicated for right of way purposes.

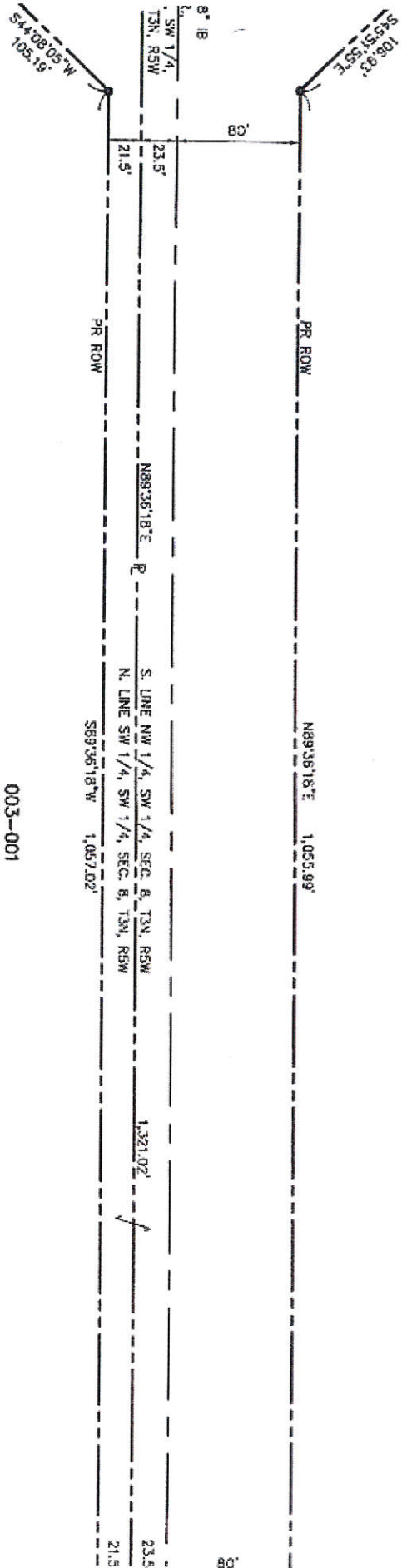
A-4

Exhibit B

Exhibit B (maps) is comprised of B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8, attached.

NW 1/4, SW 1/4,
SEC 8, T3N, R5W

745.00



003-001

N/F GRANDVIEW FARM LIMITED PARTNERSHIP

01-1-24-08-00-000-003.001

01-1-24-08-00-000-003.02

DOC NO. 2017R13433

ROW AREA REQUIRED = 208,111 SF (4.7317 AC)

ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

SW 1/4, SW 1/4,
SEC 8, T3N, R5W

330.00'

POB PARCEL 003-001

E

LEGEND

EXISTING ROW	_____
PROPOSED ROW	_____
PROPERTY LINE	_____
SECTION LINE	_____
ALIGNMENT BASELINE	_____
STONE FOUND	_____
ADJACENT PARCELS FOUND	_____

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

JOSEPH R. MICHAELIS, MAYOR

DATE

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

CITY (

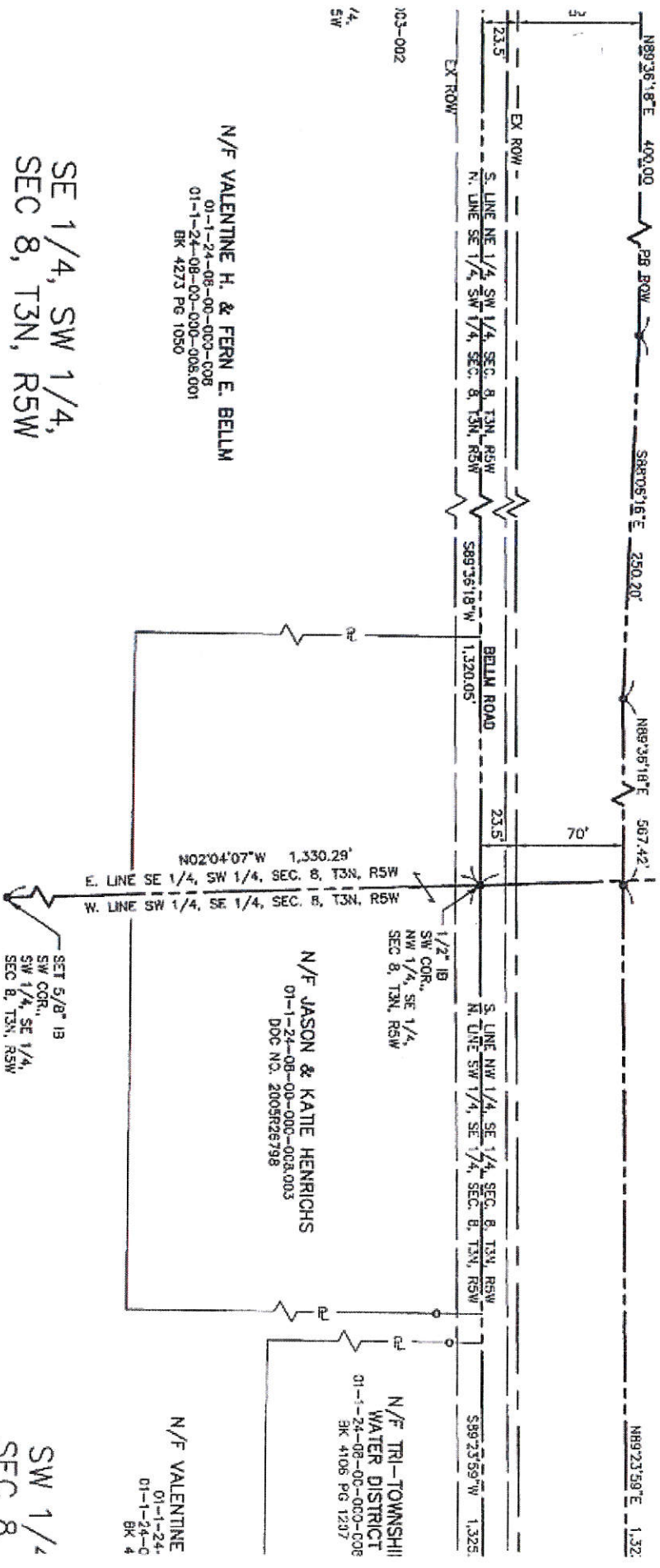
NE 1/4, SW 1/4,
SEC 8, T3N, R5W

NW 1/4, SE 1/4,
SEC 8, T3N, R5W

B-2

003-002

N/F GRANDVIEW FARM LIMITED PARTNERSHIP
01-1-24-08-00-000-005
DOC NO. 2017R13431
ROW AREA REQUIRED = 262,162 SF (6.0164 AC)
ROW AREA WITHIN EX ROW = 49,518 SF (1.1368 AC)



N/F VALENTINE H. & FERN E. BELL
01-1-24-08-00-000-008
01-1-24-08-00-000-008.001
BK 4273 PG 1050

N/F JASON & KATIE HENRICH
01-1-24-08-00-000-008.003
DOC NO. 2005R26798

N/F TRI-TOWNSHIP
WATER DISTRICT
01-1-24-08-00-000-008
BK 4106 PG 1207

N/F VALENTINE
01-1-24-08-00-000-008
BK 4

SE 1/4, SW 1/4,
SEC 8, T3N, R5W

SW 1/4,
SEC 8,

LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPERTY LINE
- SECTION LINE
- ALIGNMENT BASELINE
- STONE FOUND
- UNIDENTIFIED CORNER

JOSEPH R. MICHAELIS, MAYOR DATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELL ROAD EXTENSION AS SURVEYED AND STAKED BY DATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM L.S./P.E./S.E. CORPORATION NO. 194-C01115, FOR THE

CITY

B-3

SEC 9, T3N, R5W

N/F DANIEL A. &
KRISTYNA BARCISZEWSKI
01-1-24-09-00-000-010
DOC NO. 2009R34805

N/F MICHAEL & BRENDA
VON BOKEL
01-1-24-09-00-000-010.002
DOC NO. 2012R14367

003-004

N/F GRANDVIEW FARM LIMITED PARTNERSHIP
01-1-24-09-00-000-014
01-1-24-09-00-000-014.004
DOC NO. 2005R03659
ROW AREA REQUIRED = 95,495 SF (2.1923 AC)
ROW AREA WITHIN EX ROW = 25,479 SF (0.5849 AC)

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

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

JOSEPH R. MICHAELIS, MAYOR

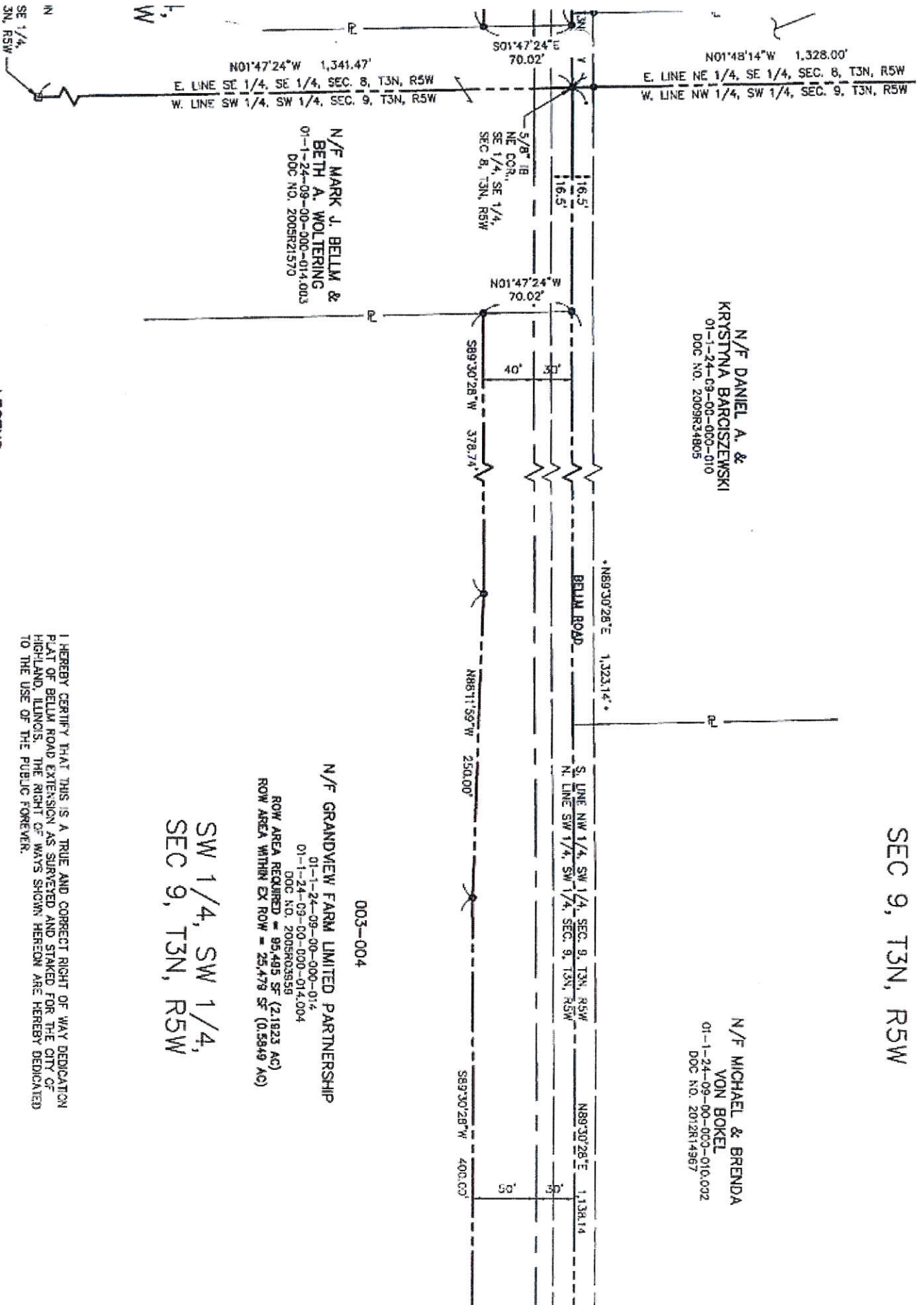
DATE

LEGEND

EXISTING ROW
PROPOSED ROW
PROPERTY LINE
SECTION LINE
ALIGNMENT BASELINE
STONE FOUND
UNAPPROVED HORIZONTAL ALIGNMENT

A ST
CUT

CITY



N89°36'18"E 1,055.99'

N89°36'18"E

P

S. LINE NW 1/4, SW 1/4, SEC. 8, T3N, R5W

N. LINE SW 1/4, SW 1/4, SEC. 8, T3N, R5W

S89°36'18"W 1,057.02'

003-001

N/F GRANDVIEW FARM, LIMITED PARTNERSHIP

01-1-24-08-00-000-000-001

01-1-24-08-00-000-000-002

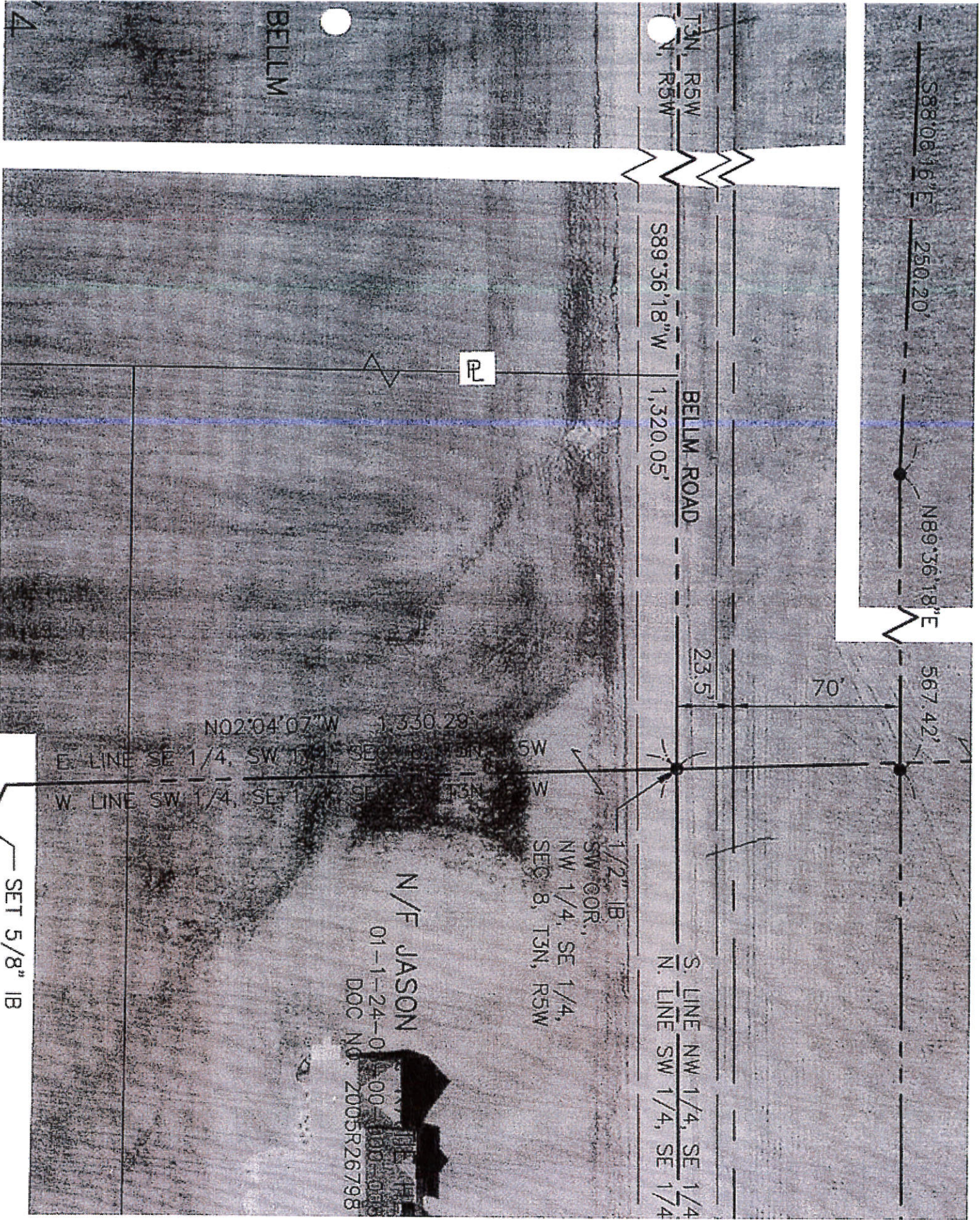
DOC NO. 2017R13455

ROW AREA REQUIRED = 206,111 SF (4.7317 AC)

ROW AREA WITHIN EX ROW = 10,701 SF (0.2457 AC)

SW 1/4, SW 1/4,
SEC 8, T3N, R5W

R-5



SET 5/8" IB

N/F JASON
01-1-24-00-00-000-000
DOC NO. 2005R26798

E. LINE SW 1/4, SE 1/4, SEC. 8, T3N, R5W
W. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W
N02°03'30"W 667.31'

R

R

93.53'

POC PARCEL 003-003
3/4" IB
NW COR.
SE 1/4, SE 1/4,
SEC. 8, T3N, R5W

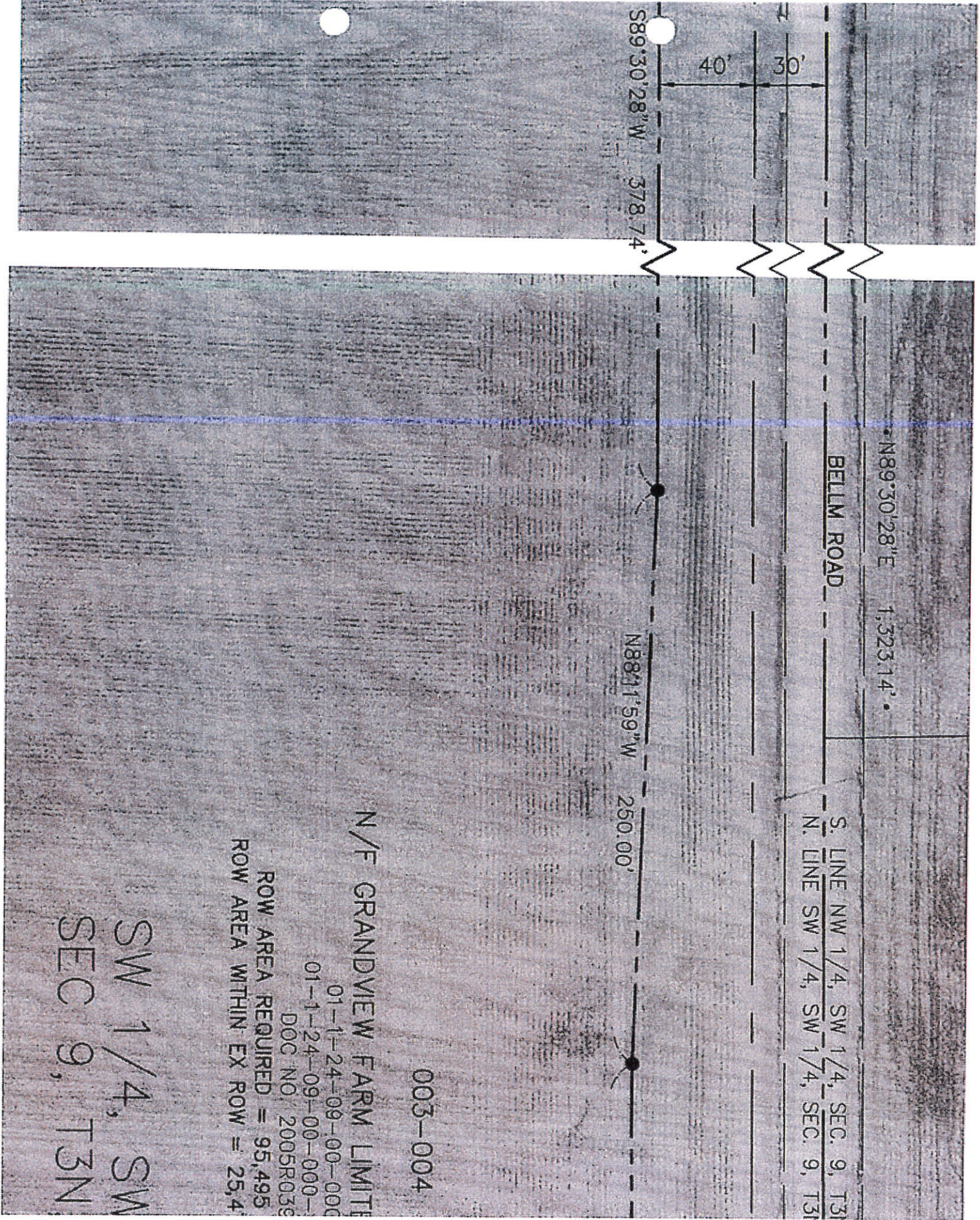
S. LINE NE 1/4, SE 1/4, SEC. 8, T3N, R5W
N. LINE SE 1/4, SE 1/4, SEC. 8, T3N, R5W

480.17'

70.02'

N/E WADE E. &
ELIZABETH A. WEINEL
24-08-00-000-003
DOC NO. 2014R56563

SEC 1



12-8

ORDINANCE NO. 3124

**AN ORDINANCE AUTHORIZING THE PURCHASE OF AN OPTION
TO BUY ADDITIONAL REAL ESTATE
FROM GRANDVIEW FARMS LIMITED PARTNERSHIP
FOR FUTURE CONSTRUCTION OF
PART OF THE SOUTHERN PERIPHERAL ROUTE FOR CITY OF HIGHLAND**

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

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

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

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

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

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

WHEREAS, City has determined it necessary to purchase an option to buy real estate for \$31,571.10 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy additional real estate for \$31,571.10 from Grandview Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the Agreement attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute any documents necessary to complete the purchase of an option to buy additional real estate for \$31,571.10 from Grandview

Farm Limited Partnership for future construction of part of the Southern peripheral route, and pursuant to the terms of the Agreement attached hereto as **Exhibit A**.

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase an option to buy additional real estate from Grandview Farm Limited Partnership for \$31,571.10, and pursuant to the Agreement attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

Section 3. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager to execute whatever documents may be necessary to purchase an option to buy additional real estate from Grandview Farm Limited Partnership for \$31,571.10, and pursuant to the Agreement attached hereto as **Exhibit A**, for purposes of future construction of a portion of the Southern peripheral route around City.

Section 4. This Ordinance shall be known as Ordinance No. 3124 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the 16th day of August, 2021, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Sloan, Frey, Bellm
NOES: None
ABSENT: Hipskind



ATTEST:

APPROVED:

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

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

REAL ESTATE OPTION AGREEMENT
Additional Real Estate for Southern Peripheral Route

Route 160 to Arkansas Road

THIS PURCHASE OPTION AGREEMENT is made and entered into this 18th day of July, 2021, by and between Grandview Farm Limited Partnership, hereinafter referred to as the "Owner," and the City of Highland, Illinois, hereinafter referred to as the "Optionee."

Condition Subsequent: Owner and Optionee intend to execute this Agreement prior to Optionee obtaining the approval necessary to give force and effect to this "Real Estate Option Agreement" (hereinafter "Agreement"). Optionee represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Owner and Optionee shall have no obligation under this Agreement until Optionee has obtained legal approval of the foregoing ordinance approving of this Agreement. If Optionee has not received the foregoing legal approval prior to August 31, 2021, this Agreement shall have no force or effect. Owner and Optionee may extend the approval deadline by mutual written consent.

Consideration and Grant of Option

1. In consideration of the payment of \$31,571.10 to the Owner and to the delivery from the Optionee to the Owner of the ordinance approving of this Agreement, all to be received on or before August 31, 2021, the Owner hereby grants to the Optionee the sole and exclusive right and option to purchase the premises, hereinafter referred to as the "Premises," described in Exhibit "A" and mapped in Exhibit "B" attached hereto and made a part hereof, together with all improvements, easements, and appurtenances thereto for the price and within the time specified herein. In the event that the option granted herein is exercised, the above-recited consideration shall be applied against and be considered part of the purchase price.

Exercise of Option

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

Purchase Price

3. The purchase price for that portion of the Premises generally described as "Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road" (191,340 square feet, more or less) shall be \$315,711.00, which shall be paid in accordance with the Sales Contract, attached hereto as Exhibit "C" and made a part hereof.

For clarification, should Optionee perform according to this Agreement, and exercise the Option, the purchase price on or before August 1, 2023, for the Premises generally described as Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road shall be **\$284,139.90** (\$315,711.00 - \$31,571.10 = \$284,139.90).

Conveyance

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

Title

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

Costs Paid by Owner

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

Costs Paid by Optionee

7. Upon the exercise of the option and the closing of the transaction, the Optionee shall be responsible for the following costs and expenses:

- a. Cost of recording the deed.
- b. One half of any other closing expenses other than those to be born wholly by the Owner.

Possession of Premises

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

Entry for Inspection

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

Delivery of Notice

10. All notices provided for herein, if not delivered in person, shall be sent by United States certified mail, return receipt requested, to:
- a. Optionee - City of Highland, Attn: City Manager, PO Box 218, 1115 Broadway, Highland, Illinois 62249.
 - b. Owner – Dr. William Drake, on behalf of Grandview Farm LP, 10205 State Route 143, Marine, IL 62601

Either party shall have the right to designate a new address for the receipt of said notices by written notice given as aforesaid.

Representations

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

EXECUTED on the date and year first written.

By: 
Dr. William Drake, on behalf of Grandview Farm LLP.

By: _____
City Manager Christopher Conrad, on behalf of The City of Highland, Illinois.

003-003

Grantor: Grandview Farm Limited Partnership

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

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

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

From said Point of Beginning; thence continuing North 89 degrees 23 minutes 59 seconds East on said north line, 803.58 feet to the west line of a tract of land described in the deed to Tyler G. Gross, as recorded in said Recorder's Office as Document Number 2018R39857; thence South 01 degree 47 minutes 24 seconds East on said west line, 90.02 feet; thence South 89 degrees 23 minutes 59 seconds West on a line 90.00 feet southerly of and parallel with said north line, 803.15 feet to the east line of said Weinel tract; thence North 02 degrees 03 minutes 58 seconds West on said east line, 90.03 feet to the Point of Beginning.

Said parcel contains 73,303 square feet or 1.6828 acres, more or less.

003-004

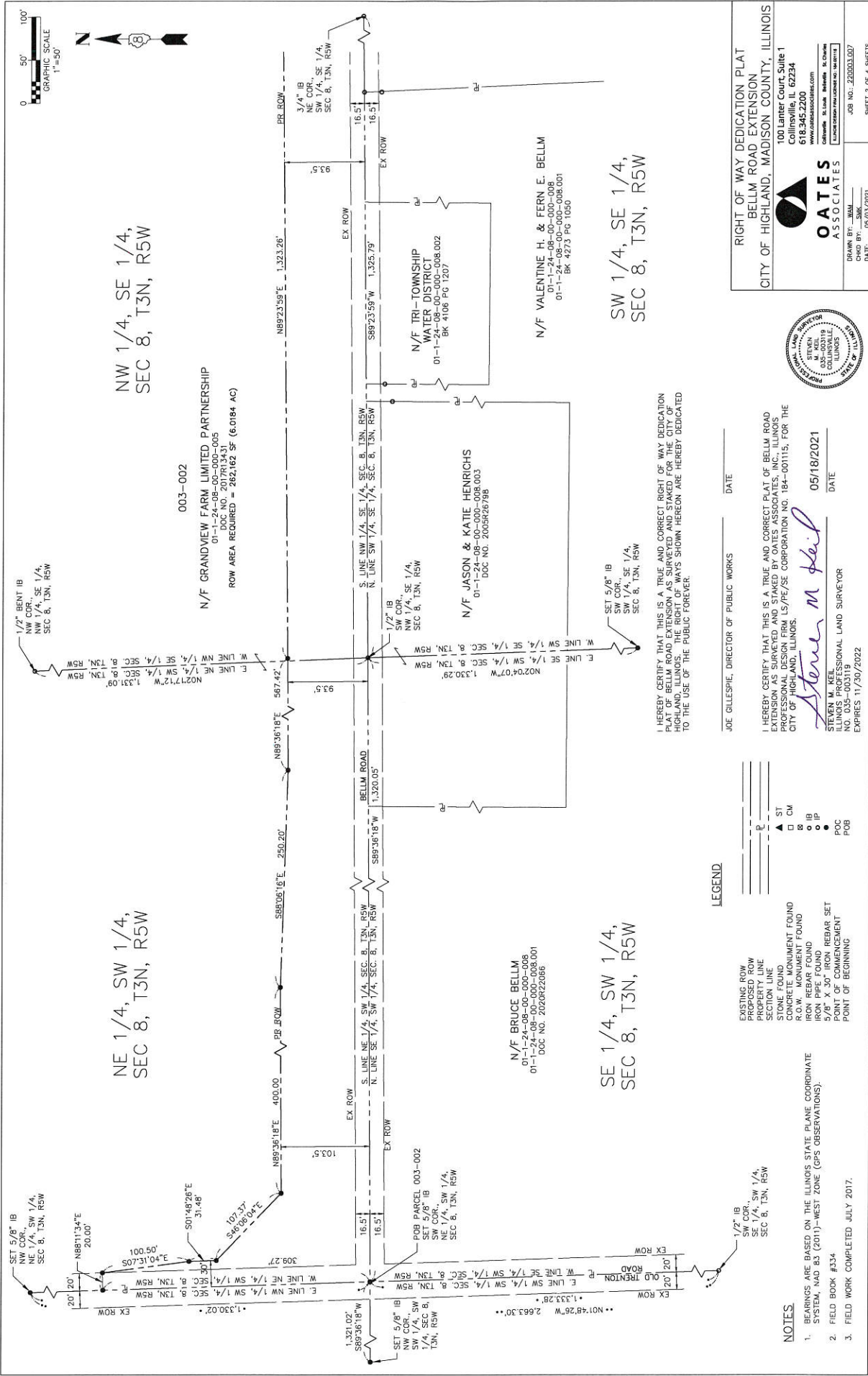
Grantor: Grandview Farm Limited Partnership

Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 285.89 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 15 degrees 55 minutes 53 seconds West, 168.26 feet; thence North 46 degrees 12 minutes 21 seconds West, 34.71 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 100.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 420.62 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 90.00 feet southerly of and parallel with said north line, 378.17 feet to the east line of a tract of land described in the deed to Tyler G. Gross, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2018R39857; thence North 01 degree 47 minutes 24 seconds West on said east line, 90.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 118,037 square feet or 2.7098 acres, more or less.



LOW AREA REQUIRED = 73,303 SF (1.6828 AC)

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)—WEST ZONE (GPS OBSERVATIONS).

FIELD BOOK #334

FIELD WORK COMPLETED JULY 2017.

DATE: 5/25/2011 SHEET 3 OF 4 SHEETS

RETURN TO: OATES ASSOCIATES, 1001 ANTER COURT SUITE 1 COLLINGSVILLE IL 62234

EXHIBIT C
CONTRACT TO PURCHASE AGRICULTURAL LAND

This Contract is entered into this _____ day of __, 20__, between Grandview Farm Limited Partnership (hereinafter "Seller"), 10205 State Route 143, Marine, IL 62061, and the City of Highland, Illinois (hereinafter "Buyer"), PO Box 218, 1115 Broadway, Highland, IL 62249.

Condition Subsequent: Seller and Buyer intend to execute this Agreement prior to Buyer obtaining the approval necessary to give force and effect to this "Contract to Purchase Agricultural Land" (hereinafter "Agreement"). Buyer represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities of the City of Highland, Illinois, then holding office. Seller and Buyer shall have no obligation under this Agreement until Buyer has obtained legal approval of the foregoing ordinance approving of this Agreement. If Buyer has not received the foregoing legal approval prior to September 30, 2023, this Agreement shall have no force or effect. Seller and Buyer may extend the approval deadline by mutual written consent.

Seller agrees to sell and Buyer agrees to purchase the following described real estate located in Madison County, Illinois:

"Additional Real Estate for the Southern Peripheral Route from Illinois Route 160 to Arkansas Road" or "Premises," described in Exhibit "A" and mapped in Exhibit "B" attached hereto and made a part hereof, together with all improvements, easements, and appurtenances thereto for the price and within the time specified herein.

1. DOWN PAYMENT, CONTRACT SALES PRICE AND TERMS

A down payment of \$31,571.10 towards the total agreed purchase price of \$315,711.00 is acknowledged as having been paid by Buyer pursuant to a Real Estate Option Agreement entered into between the parties on or about the 15th day of July, 2021. The balance due at closing before adjustments for real estate taxes, any liens and other closing costs will be **\$284,139.90** (\$315,711.00 - \$31,571.10 = \$284,139.90).

Upon entering into this Contract, Seller agrees to immediately notify, in writing with a copy to Buyer, any tenant farmer of the land being purchased that his leasehold interests are terminated.

The foregoing ordinance referenced as a Condition Subsequent shall be delivered to Seller upon its passage.

2. METHOD OF PAYMENT: Cash by certified cashiers check or wired funds.

3. CLOSING AND POSSESSION

This Contract shall be closed on the _____ day of _____, 20____ (in no event later than ninety (90) days after this Contract is approved by the Corporate Authorities of City of Highland, IL; said date may be extended by mutual written consent of both Parties) at Benchmark Title, Edwardsville, Illinois, or at such other title company and time as may be mutually agreed in writing.

Possession of said property is to be delivered to Buyer on the closing date.

4. REAL ESTATE TAXES

Real estate taxes shall be prorated to the date of closing and either paid by Seller or credited towards Buyer's purchase price due.

5. CONVEYANCE

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, which instrument shall be subject to standard exceptions. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.

6. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises, Seller has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

7. TITLE EVIDENCE

Seller shall within a reasonable period furnish at Seller's expense a commitment and Owners Title Guaranty Policy for the amount of the purchase price, subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, and (g) mortgage or other lien that may be eliminated at closing by application of the purchase price. Buyer shall within ten (10) business days after receiving such title evidence, deliver to Seller, together with such evidence, a report in writing specifying any objections made to the title.

In case such title evidence is not delivered to Buyer within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

8. MINERAL RIGHTS

The Buyer will receive, and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

9. PERFORMANCE

In the event of default by either party under the terms of this Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to this Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

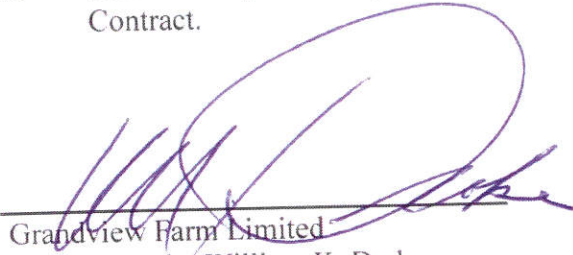
10. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller, if any.


11. GENERAL CONDITIONS AND STIPULATIONS

- A. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- B. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with government regulations.

- F. Buyer and Seller agree that closing costs and expenses shall be paid according to customary practices in and around Madison County, Illinois. Where In conflict, the Option Agreement entered into between the parties shall prevail. The premium for the Owner's Title Insurance Policy shall be paid by Seller. All transfer taxes shall be paid by Seller.
- G. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.



Grandview Farm Limited
Partnership, by William K. Drake,
general partner



Christopher Conrad, City Manager
City of Highland, Illinois

003-004

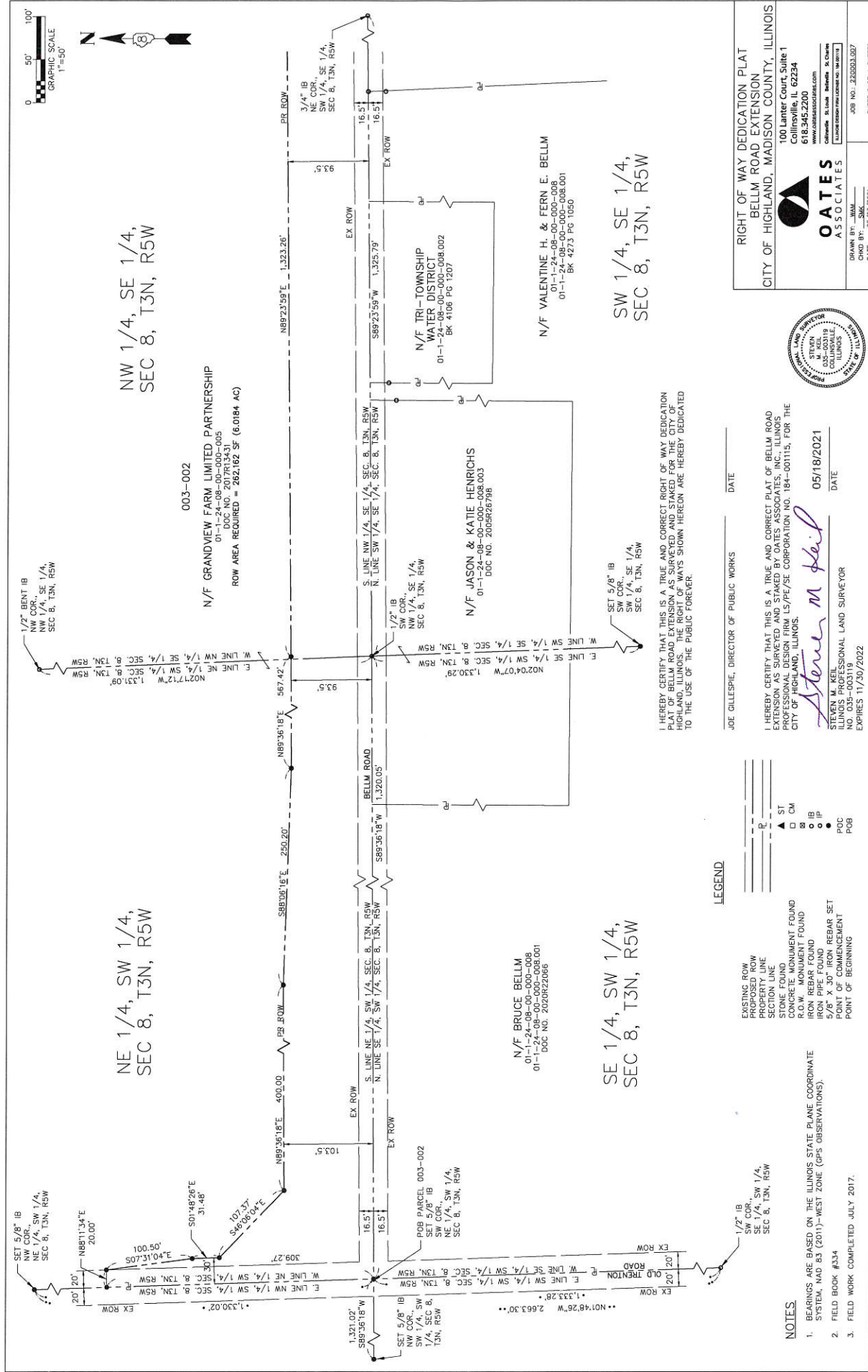
Grantor: Grandview Farm Limited Partnership

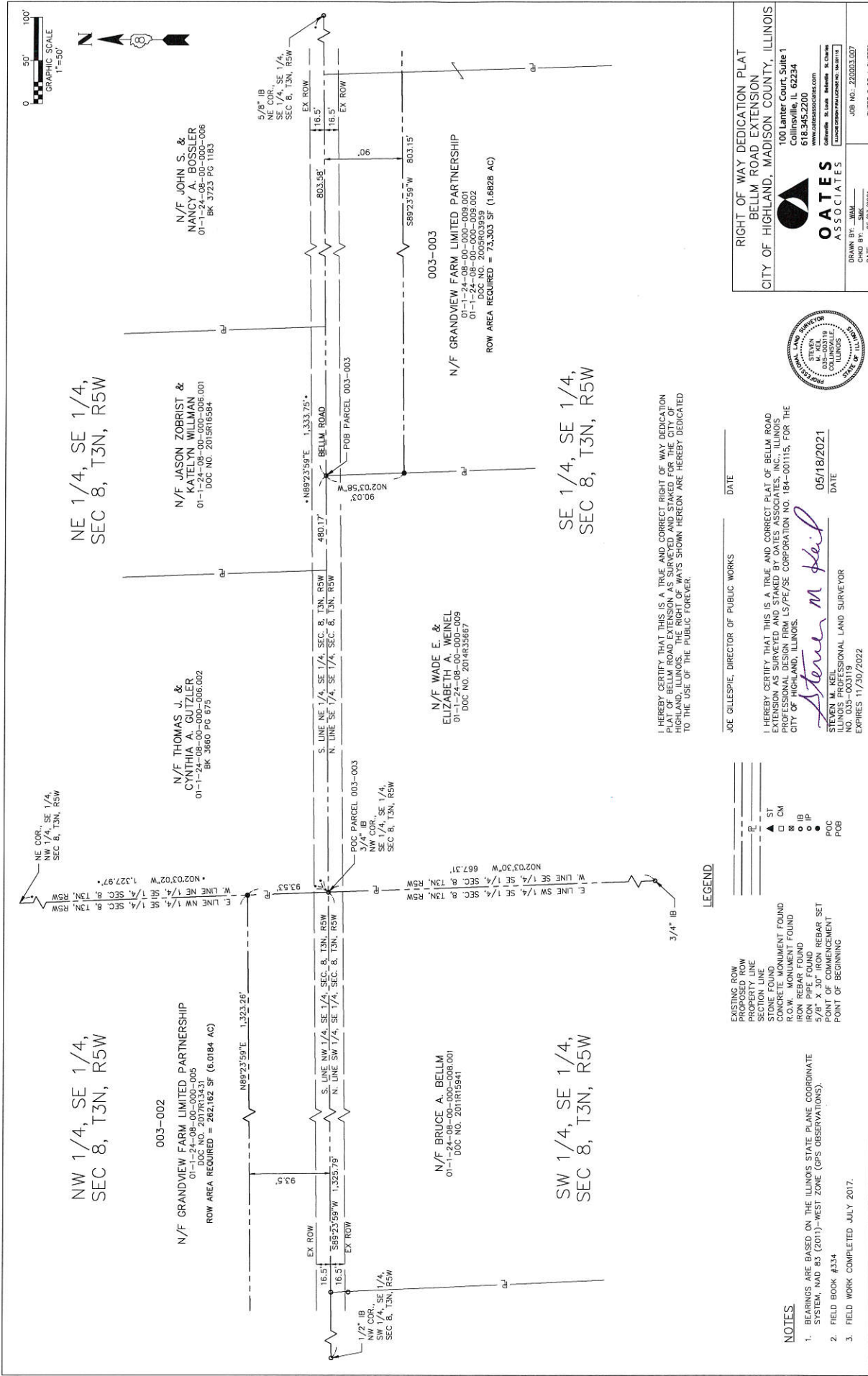
Parcel Number: 01-1-24-09-00-000-014 & 01-1-24-09-00-000-014.004

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

Beginning at a set 5/8 inch iron rebar marking the northeast corner of said Quarter-Quarter; thence on an assumed bearing of South 01 degree 55 minutes 11 seconds East on the east line of said Quarter-Quarter, 285.89 feet; thence South 88 degrees 04 minutes 49 seconds West, 25.00 feet to the west right of way line of Arkansas Road; thence North 15 degrees 55 minutes 53 seconds West, 168.26 feet; thence North 46 degrees 12 minutes 21 seconds West, 34.71 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 100.00 feet southerly of and parallel with the north line of said Quarter-Quarter, 420.62 feet; thence North 88 degrees 11 minutes 59 seconds West, 250.00 feet; thence South 89 degrees 30 minutes 28 seconds West on a line 90.00 feet southerly of and parallel with said north line, 378.17 feet to the east line of a tract of land described in the deed to Tyler G. Gross, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2018R39857; thence North 01 degree 47 minutes 24 seconds West on said east line, 90.02 feet to said north line; thence North 89 degrees 30 minutes 28 seconds East on said north line, 1,138.14 feet to the Point of Beginning.

Said parcel contains 118,037 square feet or 2.7098 acres, more or less.





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

OATES
ASSOCIATES

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

DRIVEN BY: JMM
CHECKED BY: JMM
DATE: 05/03/2022

JOB NO.: 220003.007
SHEET 3 OF 4 SHEETS

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

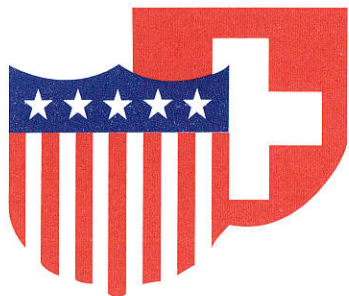
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD EXTENSION AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS, COUNTY OF MADISON, STATE OF ILLINOIS, FOR THE CITY OF HIGHLAND, ILLINOIS.

JOE GILLESPIE, DIRECTOR OF PUBLIC WORKS
DATE: _____

STEVEN M. WEINEL
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-00319
EXPIRES 11/30/2022

DATE: 05/18/2021

- LEGEND**
- EXISTING ROW
 - PROPOSED ROW
 - SECTION LINE
 - STONE FOUND
 - CONCRETE MONUMENT FOUND
 - R.O.W. MONUMENT FOUND
 - IRON REBAR FOUND
 - 5/8" X 50' IRON REBAR SET
 - POINT OF COMMENCEMENT
 - POINT OF BEGINNING
- NOTES**
- BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
 - FIELD BOOK #334
 - FIELD WORK COMPLETED JULY 2017.



City of Highland

RECEIPT OF PAYMENT FOR OPTION TO BUY LAND

I, Dr. William K. Drake, hereby acknowledge receipt of payment in the amount of \$31,571.10, from the City of Highland, Illinois, as consideration for the sole and exclusive right and option to purchase the premises, that is the described in the "REAL ESTATE OPTION AGREEMENT, Additional Real Estate for Southern Peripheral Route, Route 160 to Arkansas Road," entered into by the City of Highland and Grandview Limited Partnership on the 18th day of July, 2021, and authorized by the City Council of the City of Highland, via Ordinance Number 3124.

Dr. William K. Drake
Grandview Farm Limited Partnership

Aug 20, 2021
Date

**AMENDMENT TO OPTION CONTRACTS BETWEEN GRANDVIEW FARMS
LIMITED PARTNERSHIP AND CITY OF HIGHLAND, ILLINOIS**

THIS AMENDMENT TO OPTION CONTRACTS ("Amendment"), by and between City of Highland, Illinois ("City"), and Grandview Farms Limited Partnership ("Grandview"), is made and entered into effective as of the date executed by both Grandview and City, and after being passed by the affirmative vote of 2/3 of the corporate authorities of City (the "Effective Date"). City and Grandview may be referred to individually as Party, or collectively as the Parties.

- I. Extension of Options.** Through previous Agreements, the Parties have agreed to an option maturity date of August 1, 2023 for the purchase of real property more specifically discussed below. The Parties desire to extend the maturity date of all real estate option contracts between the City and Grandview for the Southern Peripheral Route to January 4, 2024.
- II. Option 1 – Ordinance No. 2901.** On November 19, 2018, City passed an Ordinance to purchase the first option for real estate for the Southern Peripheral Route from Grandview. *See* Ordinance No. 2901 attached as **Exhibit A**. City paid Grandview \$109,515.04 in consideration for an option to purchase real estate on or before August 1, 2023. *See* **Exhibit A**. As described more specifically in **Exhibit A**, the option for purchase of real estate between City and Grandview is as follows:
- a. Illinois 160 to Old Trenton Road – 206,111 square feet, more or less, for \$412,222.00.
 - b. Old Trenton Road to Arkansas Road – 413,896 square feet, more or less, for \$682,928.40.
 - c. The purchase price for all real estate from Grandview under Option 1 - \$1,095,150.40.
 - d. City's payment of \$109,515.04 is acknowledged as a down payment should City exercise Option 1.
 - e. Should City exercise Option 1, City's final payment to Grandview shall be \$985,635.36.

Hereinafter "Option 1."

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

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

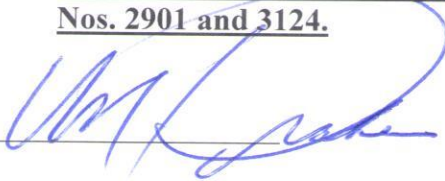
Hereinafter "Option 2."

IV. Option 1 and Option 2 Maturity Dates Extended to January 4, 2024. – The Parties desire to extend the option maturity dates for Option 1 and Option 2 to January 4, 2024. Should City exercise Option 1 and Option 2, City shall pay Grandview \$1,269,775.26 on or before January 4, 2024 pursuant to the contracts drafted and attached as **Exhibit A, B.**

Only by written agreement between the Parties will the Option maturity date be extended or changed from January 4, 2024, with agreement freely given by the Parties.

Other than the maturity date for Option 1 and Option 2, everything else remains the same as it relates to Option 1 and Option 2 and previously passed Ordinance Nos. 2901 and 3124.

By: _____



8-25-2022

Dr. William Drake, on behalf of Grandview Farm LLP

By: _____

City Manager, Christopher Conrad, on behalf of City of Highland, Illinois

**SECOND AMENDMENT TO OPTION CONTRACTS BETWEEN GRANDVIEW
FARMS LIMITED PARTNERSHIP AND CITY OF HIGHLAND, ILLINOIS**

THIS SECOND AMENDMENT TO OPTION CONTRACTS ("Second Amendment"), by and between City of Highland, Illinois ("City"), and Grandview Farms Limited Partnership ("Grandview"), is made and entered into effective as of the date executed by both Grandview and City, and after being passed by the affirmative vote of 2/3 of the corporate authorities of City (the "Effective Date"). City and Grandview may be referred to individually as Party, or collectively as the Parties.

I. **Purpose.** Through previous Agreements, the Parties have agreed to an option maturity date of January 4, 2024 for the purchase of real property, with the purchase to be determined through square feet purchased and price per square foot, and more specifically discussed below. The Parties have determined that an error was made when determining how many square feet of real estate would ultimately be purchased by City from Grandview to accommodate a water line easement. The Parties desire to determine the square feet of real property to be purchased from Grandview by City, the amount due per square foot, the amount of money paid towards the purchase by City to date for option purchases, and the amount owed by City to Grandview on January 4, 2024 to close on the Property.

II. **Option 1 – Ordinance No. 2901.** On November 19, 2018, City passed an Ordinance to purchase the first option for real estate for the Southern Peripheral Route from Grandview. See Ordinance No. 2901 attached as **Exhibit A**. City paid Grandview \$109,515.04 in consideration for an option to purchase real estate on or before August 1, 2023. See **Exhibit A**. As described more specifically in **Exhibit A**, the option for purchase of real estate between City and Grandview is as follows:

- a. A-1 - "Illinois 160 to Old Trenton Road" – 206,111 square feet, more or less, for \$412,222.00. City agreed to pay \$2.00 per square foot.
- b. A-2, A-3, A-4 - "Old Trenton Road to Arkansas Road" – 413,896 square feet, more or less, for \$682,928.40. City agreed to pay \$1.65 per square foot.
- c. The purchase price for all real estate from Grandview under Option 1 - \$1,095,150.40.
- d. City's payment of \$109,515.04 is acknowledged as a down payment should City exercise Option 1.
- e. Under Ordinance No. 2901, should City exercise Option 1, City's final payment to Grandview shall be \$985,635.36.

Hereinafter "Option 1." The Parties acknowledge the terms and conditions of Option 1 are correct and shall be applied to the final purchase price and closing on January 4, 2024 of the Property.

III. Option 2 – Ordinance No. 3124. On August 17, 2021, City passed an Ordinance to purchase the second option for real estate from Grandview. *See* Ordinance No. 3124 attached as **Exhibit B**. City paid Grandview \$31,571.10 in consideration for an option to purchase additional real estate for the Southern Peripheral Route on or before August 1, 2023 (later amended to January 4, 2024). *See* **Exhibit B**. As described more specifically in **Exhibit B**, the option for purchase of real estate between City and Grandview is as follows:

- a. Additional Real Estate for the Southern Peripheral Route from Illinois 160 to Arkansas Road – 191,340 square feet, more or less, for \$315,711.00. City agreed to pay \$1.65 per square foot.
- b. The purchase price for all real estate from Grandview under Option 2 - \$315,711.00
- c. City’s payment of \$31,571.10 is acknowledged as a down payment should City exercise Option 2.
- d. Should City exercise Option 2, City’s final payment to Grandview for the additional real estate shall be \$284,139.90.

Hereinafter “Option 2.” The Parties acknowledge the terms and conditions of Option 2 are incorrect through no fault of either Party. There was simply a misunderstanding of how much additional square footage was needed to account for a water line easement.

City agreed to purchase real estate in Option 2 that it had already agreed to purchase in Option 1 (“A-1, A-2, A-3, A-4”). The inadvertent error occurred as follows:

1. Option 1 – Exhibit A-1 (003-001) – no changes
2. Option 1 – Exhibit A-2 (003-002) – no changes
3. Option 1 - Exhibit A-3 (003-003) – City agreed to purchase 56,239 square feet of real estate from Grandview for \$1.65 per square foot. In Option 2, (003-003) City agreed to purchase 73,303 square feet of real estate from Grandview for \$1.65 per square foot. However, City did not need to purchase 73,303 square feet in Option 2 to account for the needed water line easement. Instead, City needed to purchase the difference between 73,303 and 56,239, or 17,064 square feet of real estate, to account for the water line easement. As a result, and to correct the error, City agrees to purchase an additional 17,064 square feet of real estate for \$1.65 per square foot at a price of \$28,155.60. Grandview agrees to accept \$28,155.60 as payment for the additional real estate to be purchased by City shown in A-3 on Option 1 / 003-003 in Option 2.
4. Option 1 - Exhibit A-4 (003-004) – City agreed to purchase 95,495 square feet of real estate from Grandview for \$1.65 per square foot. In Option 2, (003-004) City agreed to purchase 118,037 square feet of real estate from Grandview for \$1.65 per square foot. However, City did not need to purchase 118,037 square feet in Option 2 to account for the needed water line easement. Instead, City needed to purchase the difference between 118,037 and 95,495, or 22,542 square feet of real estate, to account for the water line easement. As a result, and to correct the error, City agrees to purchase an additional

22,542 square feet of real estate for \$1.65 per square foot at a price of \$37,194.30. Grandview agrees to accept \$37,194.30 as payment for the additional real estate to be purchased by City shown in A-4 in Option 1 / 003-004 in Option 2.

5. The total price for additional real estate to be purchased by City under Option 2 is hereby amended to \$65,349.90 to account for the error as stated herein. City has already paid Grandview \$31,571.10 for Option 2. As a result, at closing on January 4, 2024, City will owe \$33,778.80 as payment in full for Option 2.

IV. Ordinance No. 3217 - Option 1 and Option 2 Maturity Dates Extended to January 4, 2024. – The Parties agree the option maturity date for Option 1 and Option 2 is January 4, 2024, and as stated in Ordinance No. 3217 attached hereto as Exhibit C.

V. Balance Owed at Closing on January 4, 2024 by City After Option Payments: \$1,019,414.16

Should City exercise Option 1 and Option 2, City shall pay Grandview \$1,019,414.16 on or before January 4, 2024 pursuant to this Agreement, and the contracts drafted and attached as Exhibit A, B.

The Parties agree:

Total contract price: \$1,160,520.30

\$1,019,414.16 due at closing after subtracting the amounts already paid by City as consideration for the options.

This is based on:

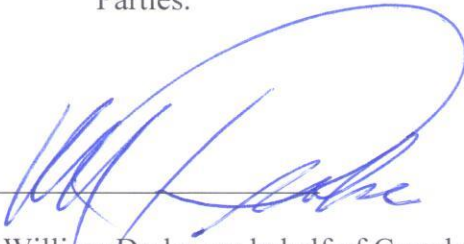
- A-1 / 003-001 - 206,111 sq ft from 160 to Old Trenton Road (“OTR”) @ \$2 sq ft= \$412,222.00
- A-2 / 003-002 - 262,162 sq ft @ \$1.65 from OTR to Arkansas Road (North side)= \$432,567.30
- A-3 / 003-003 - 73,303 sq ft @ \$1.65 (southside Bellm)= \$120,949.95
- A-4 / 003-004 - 118,037 sq ft @ \$1.65 (intersection and southside Bellm @Ark)= \$194,761.05

(total Sq ft 659,613)

Total Contract:	\$1,160,520.30
Subtract payments made: (\$109,515.04+\$31,571.10)=	\$141,086.14
Total due at closing:	\$1,019,414.16

Only by written agreement between the Parties will the Option maturity date be extended or changed from January 4, 2024, with agreement freely given by the Parties.

By:



11-15-23

Dr. William Drake, on behalf of Grandview Farm LLP

By:

City Manager, Christopher Conrad, on behalf of City of Highland, Illinois

RESOLUTION NO. _____

RESOLUTION APPROVING CITY OF HIGHLAND, AN ILLINOIS MUNICIPAL CORPORATION, D/B/A HIGHLAND COMMUNICATION SERVICES, TO OBTAIN CONTENT AND OFFER A HISPANIC PREMIUM PACKAGE FOR \$5.00 PER MONTH

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 desires to obtain for Highland Communication Services (“HCS”) a non-exclusive license and right to obtain and distribute certain program content and offer the Hispanic Premium Package for \$5.00 per month to HCS customers; and

WHEREAS, the Telecommunications Advisory Board, in the exercise of the plenary authority concerning editorial control, conferred on it by Ordinance No. 2399, adopted on January 18, 2010, and by Section 613(e)(2) of the Cable Franchise Policy Act of 1984 (47 U.S.C. §533(a)(2)), has determined that HCS’ acquisition and distribution of the programming would be appropriate; and

WHEREAS, City Council finds that obtaining content and offering the Hispanic Premium Package to HCS customers for \$5.00 per month should be approved; and

WHEREAS, the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute all documents required to obtain content and offer the Hispanic Premium Package to HCS customers for \$5.00 per month.

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* Obtaining content and offering the Hispanic Premium Package to HCS customers for \$5.00 per month is approved.
- Section 3.* The City Manager and/ or Mayor is authorized and directed, on behalf of City, to execute all documents required to obtain content and offer the Hispanic Premium Package to HCS customers for \$5.00 per month.

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

Passed by the City Council 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 _____, 2023, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

APPROVED:

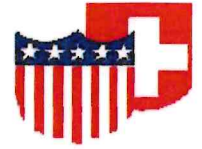
Kevin B. Hemann
Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

EXPENDITURE LISTING #1254
FROM 11-04-2023 TO 11-17-2023

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				
14712	Highland's Tru Buy	CENTRAL PURCHASING	11/17/2023	190.29
Total for Department: 000 Balance Sheet Accounts				190.29
Department: 011 General Admin				
14673	AMAZON CAPITAL SERVICES	1 QTY SHINY S855 X-LARGE TEXT STAMP, DATE STAMP,FILE FOLDER	11/17/2023	79.80
14686	City Of Highland	20 YARD DUMPSTER - ART IN THE PARK 10/12/23 - 10/17/23	11/17/2023	400.24
14691	DE LAGE LANDEN FINANCIAL SERVICES LLC	COPIER USAGE/LEASE - CITY HALL BACK OFFICE	11/17/2023	266.67
14708	Highland Area Christian Servic	OCTOBER 2023 GOOD SAMARITAN	11/17/2023	258.15
14709	HIGHLAND AUTOWASH LLC	UNLIMITED CAR WASH -CITY HALL	11/17/2023	20.00
14710	Highland Communication Services	HCS SERVICES - CITY HALL	11/17/2023	639.89
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	74.99
14724	LOYET-ARCHITECTS	CITY OF HIGHLAND CITY HALL REVISIONS JOB #2246	11/17/2023	1,398.60
14743	KEITH REECE	WAL-MART- 3 PAIRS JEANS - K REECE	11/17/2023	48.98
14761	THE GREENHOUSE OF HIGHLAND	THE FAMILY OF TRONDA 09/26/23	11/17/2023	125.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.38
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	437.11
14777	Watts Copy Systems Inc	COPIER USAGE/LEASE - CITY HALL BACK OFFICE	11/17/2023	347.08
14779	WEX BANK	OCTOBER FUEL	11/17/2023	135.40
Total for Department: 011 General Admin				4,447.29
Department: 012 Police Dept				
14674	Ameren Illinois	PSB GAS Utilities	11/17/2023	342.84
14676	APEX PHYSICAL THERAPY	New Hire Nicholas Wiegand Testing	11/17/2023	172.00
14703	Galls, LLC	BOOTS-MCCOY	11/17/2023	136.98
14710	Highland Communication Services	PSB TV PHONE INTERNET	11/17/2023	656.95
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	575.44
14717	JOURNAL PRINTING	PD ENVELOPES 2500	11/17/2023	297.78
14719	Knebel's Auto Body Inc	2016 FORD TAURUS WINDOW REGULATOR	11/17/2023	278.59
14731	MOBILE COMMUNICATIONS AMERICA INC	Maintence Agreement 10-1-23 to 10-1-24	11/17/2023	1,800.00
14739	CAROLE PRESSON	CANDY FOR XMAS PARADE	11/17/2023	78.29
14766	Trendy Tees & More LLC	TABLECLOTH WITH HPD LOGO AND HAT POLICE	11/17/2023	80.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.38
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	2,426.49
14777	Watts Copy Systems Inc	POLICE DET PRINTER/COPIER	11/17/2023	39.66
14779	WEX BANK	OCTOBER FUEL	11/17/2023	4,018.53
Total for Department: 012 Police Dept				11,118.93
Department: 013 Building & Zoning				
14686	City Of Highland	ELECTRIC INSPECTION	11/17/2023	50.00
14723	Craig Loyet	FINAL PLUMBING - OCTOBER 2023	11/17/2023	285.00
14749	Timothy Singler	FINAL PLUMBING - OCTOBER 2023	11/17/2023	285.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.38
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	159.15
14779	WEX BANK	OCTOBER FUEL	11/17/2023	42.57
14784	Zobrist Electric Inc	BUILDING AND ZONING ELECTRICAL INSPECTIONS	11/17/2023	1,307.62
Total for Department: 013 Building & Zoning				2,344.72
Department: 014 Fire Dept				
14674	Ameren Illinois	PSB GAS Utilities	11/17/2023	269.38
14686	City Of Highland	6 YARD DUMPSTER - DELIVERY 10/16/23	11/17/2023	60.00
14690	DATATRONICS INC	SPEAKER IN THE ENGINE BAY AT PUBLIC SAFETY BUILDING	11/17/2023	1,410.19
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	61.56
14737	PLUMBERS SUPPLY #215	1 QTY CCY LFA 1.2 COMM CC BLD LGRID CP	11/17/2023	109.79
14763	TIMES TRIBUNE	LEGAL - ORDINANCE NO 3302	11/17/2023	47.20
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	272.18
14779	WEX BANK	OCTOBER FUEL	11/17/2023	457.45
14785	Zoll Data Systems Inc	ZOLL FIRE REPORTS OPERATIONS MODULE (PER INC) 12/01/23 -12/31/23	11/17/2023	57.09
Total for Department: 014 Fire Dept				2,744.84
Department: 015 Foreign Fire Insurance				
14704	Gelly Excavating & Construction Inc	60 QTY HAUL CA6 TRAINING FACILITY	11/17/2023	1,050.00
14722	Leon Uniform Company Inc	UNIFORMS - J HARGIS	11/17/2023	644.52
Total for Department: 015 Foreign Fire Insurance				1,694.52
Department: 017 Streets / PW Admin				
14673	AMAZON CAPITAL SERVICES	1 QTY ARNOLD MAXI-EDGE .155INCH X117 FOOT COMM TRIMMER LINE	11/17/2023	13.57
14674	Ameren Illinois	Utilities	11/17/2023	210.63
14689	Cooperative Response Center, Inc	BASE FEE OCT CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	11/17/2023	75.08
14693	Dr. Wood Trees & Landscape	34 hrs. Sector # 1 Tree Work	11/17/2023	4,250.00
14710	Highland Communication Services	Communication Services	11/17/2023	28.00
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	779.52
14721	Korte Landscaping	remove flowers, cut grasses, and replant bush from accident	11/17/2023	150.00
14726	McGinley Inc	2021 Dodge Durango - Oil & Filter Service	11/17/2023	84.45
14727	McKay Auto Parts Inc	For Sweper - Def Fluid	11/17/2023	24.98
14732	Northtown Auto & Tractor	Return Inv. # 266574- Dryer Cartridge ADIP	11/17/2023	463.96
14733	Nu Way Concrete Forms Troy LLC	#6 - 7/8" x 9" Speed Dowel Sleeve	11/17/2023	397.10
14744	KEITH W. REECE	Main St & Walnut Parking Lot lawncare	11/17/2023	80.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.38
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	243.75
14779	WEX BANK	OCTOBER FUEL	11/17/2023	392.80
Total for Department: 017 Streets / PW Admin				7,409.22
Total for Fund:001 General Fund				29,949.81

Fund: 007 Community Development Fund				
Department: 007 Community Development				
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	51.12
Total for Department: 007 Community Development				51.12
Total for Fund:007 Community Development Fund				51.12
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
14730	Mike A Maedge Trucking Inc	CA6 - Tic # 1981632, 223	11/17/2023	637.29
14733	Nu Way Concrete Forms Troy LLC	Joint Limestone Sealant, Rebar	11/17/2023	932.72
14742	Red E Mix LLC	6 bag - 18 cy, \$148 p/cy, Tic. # 60144838, 60144839	11/17/2023	5,550.00
Total for Department: 008 Motor Fuel Tax				7,120.01
Total for Fund:008 Motor Fuel Tax Fund				7,120.01
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
14673	AMAZON CAPITAL SERVICES	1 QTY REPLACEMENT AC POWER CORD	11/17/2023	8.15
14682	BUILDINGSTARS INC	Cleaning service for KRC for November	11/17/2023	2,913.00
14684	Capri Pools & Aquatics	Muratic acid and chlorine	11/17/2023	325.00
14710	Highland Communication Services	KRC wifi	11/17/2023	326.37
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	121.32
14725	Mazzio's Pizza	Pizzas for KRC party rentals	11/17/2023	1,088.00
14736	Pepsi	KRC concessions supplies	11/17/2023	1,147.33
14765	TK Elevator Corporation	10/1-12/31/23 elevator service period	11/17/2023	1,302.92
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	56.12
14776	Watts Copy Systems Inc	KRC printer monthly payment	11/17/2023	54.88
Total for Department: 009 Korte Rec Center				7,343.09
Department: 016 Parks & Recreation				
14669	ADR HIGHLAND, INC.	CO2 for Brad's painter for fields	11/17/2023	73.90
14673	AMAZON CAPITAL SERVICES	3- TIME CLOCK RIBBON,1-AUTO MONITORING REPLACEMENT PLUG	11/17/2023	148.06
14687	City Utilities	QB club utilities	11/17/2023	256.48
14693	Dr. Wood Trees & Landscape	Glik Park, Hunsche, and tot lot tree trimming	11/17/2023	900.00
14695	Emerald View Turf Farms	Optimist field grass	11/17/2023	573.00
14697	Everlasting Etoh	Memorial plaques for trees	11/17/2023	19.00
14702	St. Clair Service Company FS Turf Solutions	Turf supplies for Parks/Square	11/17/2023	285.00
14710	Highland Communication Services	Senior center wifi	11/17/2023	10.00
14711	Highland Pool & Spa Inc	Fountain cover	11/17/2023	57.68
14712	Highland's Tru Buy	SENIOR DAY 10/11/23	11/17/2023	81.78
14714	Home Nursery Inc	Replacement street tress	11/17/2023	262.00
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	1,541.60
14735	O'Reilly Automotive Inc.	Mini bulb for Mark's Jeep	11/17/2023	7.64
14740	Productivity Plus Account	MIDWEST TRACTOR SALES - OIL HYDRAULICS MAINTENCE FOR SKID HAULER	11/17/2023	394.12
14754	SUMNER ONE, INC	WCC printer monthly bill	11/17/2023	60.00
14755	Sunbelt Rentals Inc	Sod cutter rental for Optimist field (HYBSL to reimburse)	11/17/2023	92.97
14756	Switzer Food and Supplies	WCC concessions supplies	11/17/2023	295.96
14762	The Kwik Konnection Printing Inc	Cemetery Dash ad in the paper	11/17/2023	180.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.38
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	350.36
14773	Village Locksmith	Spindler park restroom lock repair and labor	11/17/2023	405.90
14779	WEX BANK	OCTOBER FUEL	11/17/2023	2,427.79
14780	When To Work, Inc.	Online scheduling software for the Parks Department	11/17/2023	975.00
14782	William F. Brockman Co	WCC concessions supplies	11/17/2023	648.21
Total for Department: 016 Parks & Recreation				10,261.83
Department: 503 Swimming Pool Fund				
14696	Essenpreis Plumbing & Hig	Winterized swimming pool	11/17/2023	650.25
Total for Department: 503 Swimming Pool Fund				650.25
Department: 715 Cemetery Fund				
14698	Ferrellgas	Rental of a gas tank from 10/1-9/30/24	11/17/2023	12.00
14702	St. Clair Service Company FS Turf Solutions	Turf supplies for Cemetery	11/17/2023	285.00
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	933.80
14784	Zobrist Electric Inc	Electric work at the cemetery	11/17/2023	650.00
Total for Department: 715 Cemetery Fund				1,880.80
Total for Fund:009 Parks & Rec Fund				20,135.97
Fund: 010 TIF #2 Northside				
Department: 010				
14734	Oates Associates Inc	US ROUTE 40 & SYCAMORE STREET INTERSECTION STUDY AND PLANS	11/17/2023	3,660.00
Total for Department: 010				3,660.00
Total for Fund:010 TIF #2 Northside				3,660.00
Fund: 012 Business District A				
Department: 012 Police Dept				
14705	Graybar	35 QTY AT70-2-09- ALLEN TEL PRODUCTS 2 PT WALL PLT W/WIN IVORY	11/17/2023	1,365.50
14786	Korte & Luitjohan Contr Inc	HIGHLAND - CITY HALL REMODEL INVOICE #11316	11/17/2023	132,142.94
Total for Department: 012 Police Dept				133,508.44
Total for Fund:012 Business District A				133,508.44
Fund: 015 American Rescue Plan Act Funds				
Department: 015 Foreign Fire Insurance				
14678	BEST Engineered Systems Technology Group LLC	EVERGREEN SUBDIVISION - FIBER INSTALL	11/17/2023	12,640.00

14758	TEK CONSTRUCTION INC	Old Reservoir Spillway Reconst. PW-14-17- Pmt # 2-9/30- 10/20/23	11/17/2023	187,342.00
Total for Department: 015 Foreign Fire Insurance				199,982.00
Total for Fund:015 American Rescue Plan Act Funds				199,982.00
Fund: 050 Street NHR Construction				
Department: 050 Street NHR Construction				
14668	Highland Community Title LLC	PURCHASE OF LAND - 2611 POPLAR ST	11/15/2023	9,161.70
14692	DJ Howards & Assoc. Inc.	APPRAISAL OF REAL PROPERTY AT 3010 POPLAR ST	11/17/2023	400.00
14734	Oates Associates Inc	PROJECT 223003 001 SOUTH POPLAR LEGAL DESCRIPTIONS	11/17/2023	18,031.56
Total for Department: 050 Street NHR Construction				27,593.26
Total for Fund:050 Street NHR Construction				27,593.26
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
ACH	SPRINGBROOK SOFTWARE LLC	ACH SERVICES FOR OCTOBER 2023	11/16/2023	935.74
Total for Department: 000 Balance Sheet Accounts				935.74
Department: 101 Electric Admin				
14680	BHMG Engineers Inc	PROFESSIONAL SERVICES	11/17/2023	212.45
14689	Cooperative Response Center, Inc	BASE FEE OCT CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	11/17/2023	1,051.01
14752	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE OCTOBER 2023	11/17/2023	1,719.50
14757	JOHN TEBBE	MUTUAL RELEASE OF ALL CLAIMS - 511 DOLPHIN DRIVE W	11/17/2023	500.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.38
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	201.73
14779	WEX BANK	OCTOBER FUEL	11/17/2023	187.55
Total for Department: 101 Electric Admin				4,087.62
Department: 102 Electric Production				
14679	BEST ONE TIRE & SERVICE OF CLINTON COUNTY	4 QTY NAS HSX TOUR T WLD TRUCK 34	11/17/2023	727.33
14685	CDW G Inc	DELL LAT 3420 I7-1165G7 256/16 W11P -S KUHN	11/17/2023	794.63
14712	Highland's Tru Buy	4 QTY DISTILLED WATER	11/17/2023	8.40
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	558.59
14766	Trendy Tees & More LLC	VINYL LOGO -SCOTT&JESSE, EMBROIDERED LOGO- T GAFFNER, RODEO TEAM	11/17/2023	68.00
14768	TURF GATOR LLC	LAWN ROUND F	11/17/2023	109.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.38
14774	VIPOWER SERVICES LLC	TROUBLESHOOTING ENGINE 7	11/17/2023	4,800.00
14779	WEX BANK	OCTOBER FUEL	11/17/2023	733.66
Total for Department: 102 Electric Production				8,014.99
Department: 104 Electric Distribution				
14669	ADR HIGHLAND, INC.	TOWING FLATBED SERVICE	11/17/2023	125.00
14671	Albers Fire Prot. Equipment Inc	16 QTY INSPECTED & TAGGED PORTABLE ABC FIRE EXTINGUISHER	11/17/2023	336.00
14675	ANIXTER, INC	14822R1-E Switch Disconect, Loadbustor	11/17/2023	7,000.02
14677	Aviston Lumber Company	1 QTY PROPANE	11/17/2023	45.16
14680	BHMG Engineers Inc	PROFESSIONAL SERVICES	11/17/2023	5,257.57
14699	Fletcher Reinhardt Company	CSG15-100A-110-CB-10KA-WC Fuse Cutout w/ Wildlife Cover	11/17/2023	4,757.50
14712	Highland's Tru Buy	INVOICE 9949 ON 09/05/23	11/17/2023	3.66
14715	Illinois Municipal Utilities Association	SEPTEMBER SAFETY TRAINING	11/17/2023	900.00
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	227.71
14738	Power Line Supply	34-845-XL MaxiFlex Golve Knt Coated	11/17/2023	2,678.40
14766	Trendy Tees & More LLC	VINYL LOGO -SCOTT&JESSE, EMBROIDERED LOGO- T GAFFNER, RODEO TEAM	11/17/2023	152.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.39
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	237.46
14779	WEX BANK	OCTOBER FUEL	11/17/2023	583.62
Total for Department: 104 Electric Distribution				22,519.49
Total for Fund:101 Electric Fund				35,557.84
Fund: 111 FTTP Fund				
Department: 000				
14700	SHIELA FREY	HCS REFUND	11/17/2023	4.38
14745	DARWIN REINACHER	HCS REFUND	11/17/2023	66.49
14750	MARGARET SMITH	HCS REFUND	11/17/2023	62.87
14753	LEONARD STOHR	HCS REFUND	11/17/2023	18.28
Total for Department: 000				152.02
Department: 111				
ACH	RELIAFUND	HCS ACH PROCESSING FEE FOR OCTOBER 2023	11/15/2023	177.35
ACH	USAC BILLING & DISBURSEMENT	SUPPORT MECHANISM CHARGES	11/14/2023	1,627.29
14674	Ameren Illinois	GAS SERVICE	11/17/2023	59.57
14675	ANIXTER, INC	POLY LINE FISH TAPE GREENLEE BUCKET 6500F 027006 (SAME AS GREE	11/17/2023	222.17
14677	Aviston Lumber Company	1 QTY PROPANE	11/17/2023	47.81
14678	BEST Engineered Systems Technology Group LLC	TROUT & DOLPHIN - FIBER REPAIR	11/17/2023	17,690.00
14683	CALIX INC.	SHIPPING/HANDLING	11/17/2023	1,482.75
14689	Cooperative Response Center, Inc	BASE FEE OCT CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	11/17/2023	225.22
14701	FRONTIER COMMUNICATIONS	POLE ATTACHEMENTS 195 @ \$2.51	11/17/2023	489.45
14706	GREAT LAKES DATA SYSTEMS	SMS OUTBOUND MESSAGING FEES	11/17/2023	150.00
14710	Highland Communication Services	HCS SERVICES - HCS	11/17/2023	415.00
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	11.98
14718	Kalmer Landscape Supply	TOP SOIL - HCS	11/17/2023	387.20
14748	SINCLAIR TELEVISION GROUP, INC.	OCTOBER SUBSCRIBER COUNTS	11/17/2023	4,816.63
14763	TIMES TRIBUNE	LEGAL - ORDINANCE NO 3303	11/17/2023	25.60
14764	TIVO PLATFORM TECHNOLOGIES LLC	NC PT MOB1 866.50 ACCTS,142 NDVR ADDTL USAGE,474.50 STREAMS ADD	11/17/2023	7,862.70
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.39
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	274.41
14779	WEX BANK	OCTOBER FUEL	11/17/2023	270.97
14783	Duane E. Zobrist	ST ROSE ROAD E BAUMANN RD CROSSING	11/17/2023	100.00
Total for Department: 111				36,551.49
Total for Fund:111 FTTP Fund				36,703.51
Fund: 201 Water Fund				

Department: 201 Water Admin				
14689	Cooperative Response Center, Inc	BASE FEE OCT CRC AGENT.CRC AGENT DIAL OUT CRC LINK USER LICENSE	11/17/2023	75.07
14709	HIGHLAND AUTOWASH LLC	Monthly unlimited car wash membership - PWA - 2 vehicles	11/17/2023	40.00
14710	Highland Communication Services	Communication Services	11/17/2023	225.00
14752	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE OCTOBER 2023	11/17/2023	687.80
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	51.12
Total for Department: 201 Water Admin				1,078.99
Department: 202 Water Production				
14681	Brenntag Mid South Inc	Watercarb, Hydrofluorosilicic Acid	11/17/2023	19,159.80
14688	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	11/17/2023	2.20
14707	HACH COMPANY	Chemkey, 25 piece, mono-chloramine	11/17/2023	88.39
14710	Highland Communication Services	Communication Services	11/17/2023	119.66
14720	Korte & Luitjohan Contr Inc	Highland WTP Meters - to period 10/31/23	11/17/2023	11,371.50
14741	Gary Pugh	TURN IN ELECTRONICS FOR RECYCLING - C/D RECYCLING- G PUGH	11/17/2023	15.00
14759	Teklab Inc	Fluoride, Aqueous, Total Org. Carbon, Aqu., BNAs drink water	11/17/2023	1,300.40
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.39
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	135.23
14779	WEX BANK	OCTOBER FUEL	11/17/2023	106.23
Total for Department: 202 Water Production				32,513.80
Department: 203 Water Distribution				
14671	Albers Fire Prot. Equipment Inc	Inspect Tagged Fire Ext., Valve, 2 New Fire Ext., Spring Bracket	11/17/2023	298.87
14710	Highland Communication Services	Communication Services	11/17/2023	2.00
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	229.59
14728	Midwest Meter Inc.	1" M-70 Meter Base	11/17/2023	1,958.25
14729	Midwest Municipal Supply Inc	Large Arbor - Tapmate Too	11/17/2023	8,162.05
14732	Northtown Auto & Tractor	Engine Oil Filter	11/17/2023	26.71
14747	Schulte Supply Inc	1" & 3/4" MIP x CTSPJ Coupling, 3/4" & 1" Tubing Insert	11/17/2023	1,677.39
14751	SPARLIN PLUMBING	RPZ Testing - W & S	11/17/2023	50.00
14759	Teklab Inc	Coliform, Total Membrane Filter, E. Coli, Enzyme Substrate	11/17/2023	341.70
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.39
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	144.29
14772	Vermeer Midwest	Hammerhead Oil/Display, Case of 4 Gal	11/17/2023	33.75
14779	WEX BANK	OCTOBER FUEL	11/17/2023	554.70
Total for Department: 203 Water Distribution				13,694.69
Total for Fund:201 Water Fund				47,287.48
Fund: 301 Sewer Fund				
Department: 301 Sewer Admin				
14689	Cooperative Response Center, Inc	BASE FEE OCT CRC AGENT.CRC AGENT DIAL OUT CRC LINK USER LICENSE	11/17/2023	75.07
14752	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE OCTOBER 2023	11/17/2023	687.80
Total for Department: 301 Sewer Admin				762.87
Department: 303 Sewer Collection				
14671	Albers Fire Prot. Equipment Inc	Inspect Tagged Fire Ext., Valve, 2 New Fire Ext., Spring Bracket	11/17/2023	298.88
14710	Highland Communication Services	Communication Services	11/17/2023	2.00
14716	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	11/17/2023	115.00
14729	Midwest Municipal Supply Inc	12" SDR-26 Wye GxG, 4" SDR-26 45 GxS	11/17/2023	409.62
14732	Northtown Auto & Tractor	Oil 5W20 Full Syn	11/17/2023	26.72
14751	SPARLIN PLUMBING	For 401 Broadway- Labor help replace sewer main tap, Excavating	11/17/2023	600.00
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.39
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	29.97
Total for Department: 303 Sewer Collection				1,697.58
Department: 304 Water Reclamation Facility				
14694	Durkin Equipment Co Inc	Quarterly Calibration of analyzers (October)	11/17/2023	1,049.00
14710	Highland Communication Services	Communication Services	11/17/2023	149.99
14746	SCHMITT'S TROY GARAGE DOOR, INC	Hinges, Rollers, Cable, Rental, Labor	11/17/2023	473.00
14760	TELEDYNE INSTRUMENTS, INC.	Temp. Evaporator Sensor Wiring Assembly	11/17/2023	287.99
14769	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/17/2023	215.39
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	123.14
14779	WEX BANK	OCTOBER FUEL	11/17/2023	277.96
14781	Wilke Truck Service, Inc	Hauling Sludge, Fuel	11/17/2023	9,385.85
Total for Department: 304 Water Reclamation Facility				11,962.32
Total for Fund:301 Sewer Fund				14,422.77
Fund: 401 Ambulance Fund				
Department: 401 Ambulance Fund				
14670	Airgas USA,LLC	OXYGEN	11/17/2023	221.12
14673	AMAZON CAPITAL SERVICES	10 QTY EARPIECE W/MIC KENWOOD RADIOS, 1 QTY METAL MONITOR STAND	11/17/2023	287.47
14710	Highland Communication Services	HCS SERVICES - EMS	11/17/2023	280.94
14713	MONICA HOLDEN	AMBULANCE OVERPAYMENT	11/17/2023	80.00
14722	Leon Uniform Company Inc	EMS UNIFORMS	11/17/2023	648.00
14727	McKay Auto Parts Inc	2 QTY LED MC LAMP, 1 QTY NAPA GOLD AIR FILTER	11/17/2023	82.31
14767	TROY FIRE PROTECTION DISTRICT	EMS CLASS, BOOKS AND SUPPLIES- TFPD EMS CLASS	11/17/2023	400.00
14770	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	11/17/2023	167.99
14771	Verizon Wireless - State	VERIZON WIRELESS CHARGES	11/17/2023	581.88
14775	WAKEFIELD & ASSOCIATES LLC	COLLECTION DUES - KRISTOPHER MATTHEWS	11/17/2023	204.94
14778	WEBER GRANITE CITY FORD LLC	MTN/REPAIR #1543	11/17/2023	3,452.27
14779	WEX BANK	OCTOBER FUEL	11/17/2023	975.45
14785	Zoll Data Systems Inc	ZOLL EMS CHARTS CORE MODULES (PER PCR) 12/01/23 -12/31/23	11/17/2023	1,649.02
Total for Department: 401 Ambulance Fund				9,031.39
Total for Fund:401 Ambulance Fund				9,031.39
Fund: 713 Solid Waste Fund				
Department: 713 Solid Waste Fund				
14672	ALLIED WASTE TRANSPORTATION INC	TEMP DUMSPTER SERVICES	11/17/2023	7,605.73
14752	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE OCTOBER 2023	11/17/2023	343.90

Total for Department: 713 Solid Waste Fund	7,949.63
Total for Fund:713 Solid Waste Fund	7,949.63
<u>Grand Total</u>	<u>572,953.23</u>

Accepted by City Council November 20, 2023

Mayor	Clerk
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