

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
HIGHLAND CITY HALL
1115 BROADWAY
MONDAY, APRIL 21, 2025
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 3 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

- A. **MOTION** – Approve Minutes of April 7, 2025 Regular Session (attached)

PUBLIC HEARING:

This public hearing is to receive comments on final adoption of the Budget for the 2025-2026 Fiscal Year. Anyone wishing to appear in person may do so. Other methods of submitting comments on the proposed budget must be received by 4:00 PM on April 21, in order to be read into the record. If by phone, please call Lana Hediger at 618-654-9892 extension 1481. If by email, please use subject “Budget Comment” and send to: lhediger@highlandil.gov. Comments may also be submitted via the Action Center on the City’s website, using this link: https://www.highlandil.gov/citizen_request_center_app/index.php and selecting “Comment for council” as the subject.

PROCLAMATION:

Mayor Hemann will read a document proclaiming that April 25, 2025 be recognized as Arbor Day in Highland.

PUBLIC FORUM:

- A. Citizens’ Requests and Comments:
1. 2025 St. Paul Kirchenfest – Special Event Application – Danielle Delaney-Davis, General Chairman (attached)
 2. Highland Chamber of Commerce – Spring Shop Hop – Special Event Application – Taylor Sheeley, 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>
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- B. Requests of Council:

- C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Bill #25-40/ORDINANCE Amending Fiscal Year 2024-2025 Budget (attached)

Continued

- B. **MOTION** – Bill #25-41/ORDINANCE Adopting the Financial Budget of the City for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, and Authorizing the Expenditures Therein Contained (attached)
- C. **MOTION** – Approve Mayor’s Appointment of Colby Schrupf to the Silver Lake Advisory Commission (attached)
- D. **MOTION** – Bill #25-42/RESOLUTION Approving Agreement Between City of Highland, Illinois and CSX Transportation, Inc. for the Extension of City’s Use of Existing Electrical Wires and Fiber (attached)
- E. **MOTION** – Bill #25-43/ORDINANCE Authorizing Renewal of the “Business District A” Commercial Building Façade Improvement Program for May 1, 2025 through April 30, 2026 (attached)
- F. **MOTION** – Bill #25-44/ORDINANCE Authorizing Incentive for Construction of New Single Family Residences in Subdivisions Within the Corporate Boundaries of the City of Highland, Illinois for Fiscal Year 2026 (May 1, 2025 – April 30, 2026) (attached)
- G. **MOTION** – Bill #25-45/RESOLUTION Approving and Authorizing a Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space at Rinderer Park Between City of Highland and Tammy Nelson-Burris (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1288 for April 5, 2025 through April 18, 2025 (attached)

EXECUTIVE SESSION:

The City Council will conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following exemptions allowing such meeting: **5 ILCS 120/2(c)(2) to discuss collective negotiating matters.**

NEW BUSINESS (Continued):

- H. **MOTION** – Bill #25-46/RESOLUTION Approving a Collective Bargaining Agreement Between the City of Highland and Fraternal Order of Police – Patrol Officers’ Unit (attached)
- I. **MOTION** – Bill #25-47/RESOLUTION Approving a Collective Bargaining Agreement Between the City Of Highland and Fraternal Order of Police – Sergeants (attached)
- J. **MOTION** – Bill #25-48/RESOLUTION Approving a Collective Bargaining Agreement Between the City of Highland and the International Union of Operating Engineers (attached)

Continued

K. **MOTION** – Bill #25-49/RESOLUTION Approving a Collective Bargaining Agreement Between the City of Highland and International Brotherhood of Electrical Workers (attached)

ADJOURNMENT:



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimbürger, ADA Coordinator, by 9:00 AM on Monday, April 21, 2025.

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.

DEFINITIONS and FEES:

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.

Ongoing Event: An "Ongoing Event" is defined as any event that occurs partially or completely within the jurisdiction of the City of Highland consecutively for a period of time that exceeds more than two times monthly. Specific examples would include (but are not limited to): automobile races, re-occurring sporting events not affiliated with HUSD5, weekly music festivals, and other weekly reoccurring events). The City Manager will make the final determination as to whether an event qualifies. This will be based on the totality of the circumstances presented and will require approval depending on requests of individual departments by their Directors.

Highland Public Safety Fees for Special Events:

Police Department: The Highland Police Department will be paid at a rate of \$50.00 per officer per race event (runs or bicycle) when required for traffic control.
The Highland Police Department will be paid at a rate of \$100.00 per officer per day, per event when officers are requested outside of the normal day-to-day operation.

Emergency Medical Services Department: No additional fees for Special Events unless organizers require service outside of the normal day-to-day operation.

Fire Department:

No additional fees for Special Events unless organizers require service outside of the normal day-to-day operation.

Highland Public Safety Fees for On-Going Events:

Police Department: The Highland Police Department will be reimbursed at a rate of 1 ½ times the rate of the officer working the ongoing event. Scheduling will be arranged and agreed upon by the organizer, the Chief of Police or his/her designee.

Emergency Medical Services Department:

The Highland Emergency Medical Services Department will be paid at a rate of \$75.00 per half hour when requested for an ongoing event. Scheduling will be arranged and agreed upon by the organizer and the EMS Chief or his/her designee. The following are details of provided additional service:

- Two crew members to provide medical services throughout the event.
- Fuel charges consistent with leaded mile rate.
- Medical supplies used during the event
- Wear and tear on the truck for idle state

Trucks must remain in an idle state throughout the course of the event for patient comfort and to maintain moderate temperatures for medications and I.V. fluids. Scheduling will be arranged and agreed upon by the organizer and the Emergency Services Chief or his/her designee.

Fire Department:

The Highland Fire Department will be reimbursed at a rate of \$21.00 per firefighter per hour working the ongoing event. Scheduling will be arranged and agreed upon by the organizer and the Fire Chief or his/her designee.

PROCEDURE:

1. All Requests will be directed to Highland City Hall, to the attention of the Director of Support Services.
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 Director of Support Services. Failure to provide information will result in denial of application.
4. The Director of Support Services 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: St. Paul Kirchenfest 2025

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

Description of Event: Large family friendly festival with food, fun and entertainment.

Bike race, Run (2K, 5K, and and 10K), chicken dinner, flea market, raffle, live auction and games.

See attached documents for more details.

Location of Event: Grounds of St. Paul Church (1411 Main St.) and surrounding city streets

Sponsoring Organization/Individual: St. Paul Catholic Church

Event Responsible Party: Father Pat Jakel

Address: 1411 Main Street, Highland, IL 62249

Phone(s): 618-654-2339

Email: pjakel@stpaulhighland.org

Date(s) of Set-up: Monday, Aug. 18, 2025 - Friday, Aug. 22, 2025

Event Date(s) / Times: Friday, Aug. 22, 2025 5 pm - 12 pm, Sat. Aug 23 7 am - 12 pm, Sun. Aug. 24 7 am - 8:30 pm

Date(s) of Tear-down: Monday, Aug. 25, 2025

Expected Attendance: 15,000+

Alcohol License Required: ☒ Yes ☐ No

If yes, application submitted: ☐ Yes ☒ No

Sound Amplification System utilized: ☒ Yes ☐ No (*Only available for the Square*)

If yes, hours of operation: same as event times

Funding request of the Council: _____ Yes ☒ No

Amount requested: \$ _____

Purpose for Funding: _____

Street Dept: Signage, Barricades, Street Closures (Specify): _____

See attached documents for more details.

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

See attached documents for more details.

Public Safety: If anything needed in addition to below (Specify):

See attached documents for more details.

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

N/A

Other City Services: Restrooms, City Officials (Specify):

See attached documents for more details.

Refuse Dumpsters (Charges Apply): Contact Republic Services at 618-656-6883 to request a temporary dumpster.

Signs: Per the City of Highland's Municipal Code, signs are disallowed on public right-of-way. If you wish to display signs on right-of-way, please indicate the requested location of signs: We will only need signs for the run and bike race.

If approval is granted, signs must not be displayed within roundabouts or within any area that is difficult for vehicles to see around and creates a traffic safety issue. All signs within right-of-way must be displayed no more than two weeks prior to the event unless specifically requested and removed within two days after the event.

Specify Special Event or Ongoing Event (as defined above) St. Paul Kirchenfest

Specify Route Option # See attached documents for more details. (listed on attached Maps)

Route must be approved by Public Safety director before application can be brought to council for approval.

Check the boxes below for what Services apply and number of each service needed

(See Page 1 & 2 and Race Option/Maps provided for more information)

- ☒ **Police** – Number of officers needed for Event same as 2024
- ☐ **EMS** – Number of Emergency Medics needed for Event _____
- ☐ **Fire** – Number of Firefighters needed for Event _____

Application Checklist (Attachments):

- ☐ Council Meeting Scheduled for approval
- ☐ Certificate of Insurance: (Must attached for approval)
 - ☐ 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

City Services Requested: – Please attach additional documents such as maps, flyers or any other detailed information.

Mr. Paul H. Ginkel
Event Sponsor Responsible Party

2-20-25
Date

City Manager

Date



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

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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: Spring Shop Hop

Type/Purpose of Event: ☐ Festival ☐ Race ☐ Other Fundraiser ☐ Service ☐ Parade
☐ Demonstration ☒ Other (please specify): Retail, shopping event

Location of Event: Plaza Park

Sponsoring Organization/Individual: Highland Chamber of Commerce

Event Responsible Party: Highland Chamber of Commerce (Taylor Sheeley)

Address: 1216 Main Street, Highland IL

Phone(s): 618-654-3721

Email: taylor@highlandillinois.com

Secondary Contact: Anna Kuczka

Address: _____

Phone(s): 618-606-7185

Email: rgkboutiqueonline@gmail.com

Date(s) of Set-up: Saturday, May 31, 2025

Event Date(s) / Times:

Saturday, May 31, 2025, 8:00am - 5:00pm

Date(s) of Tear-down: Saturday, May 31, 2025

Expected Attendance: Unsure

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:** _____

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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

Department: _____

Plaza Park Restrooms

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

☐ Certificate of Insurance: (attached) _____

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

☐ Site Plan Rendering _____

☐ Evacuation Plan _____

☐ Fire Plan _____

☐ Parking Plan _____

☐ Schedule City Council Meeting for announcement _____

○ **Date:** _____

☐ Application Submittal (60+ days) _____



Event Sponsor Responsible Party

4-3-2025

Date

City Manager

Date



City of Highland

Finance Department

MEMO TO: Christopher Conrad, City Manager
FROM: Reanna Ohren, Director of Finance
SUBJECT: Budget Amendments
DATE: April 17, 2025

I have prepared an ordinance for the upcoming agenda on April 21, 2025 that proposes budget amendments for the budget year ending April 30, 2025 for various reasons. These reasons could be that we underestimated or overestimated expenses or revenues or that we simply did not complete a particular project that we anticipated. A short explanation is listed for each amendment. If you have any questions, please let me know.

Thanks so much,
Reanna Ohren

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 3334 OF THE CITY OF HIGHLAND, ILLINOIS, PASSED ON APRIL 15, 2024, ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR 2024-2025

WHEREAS, on the 15th day of April, 2024 the City Council of the City of Highland Madison County, Illinois adopted an ordinance entitled:

"AN ORDINANCE ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 AND AUTHORIZING THE EXPENDITURES THEREIN CONTAINED"

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

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

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

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

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes and entered upon the legislative records as

AYES:

NOES:

APPROVED:

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

ATTEST:

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

BUDGET AMENDMENTS - APRIL 2025

Account Number	Fund	Line Description	Budget was	Change	New Budget	Description	
001-00-011-00000-431110	General Administration	Property Tax-General	Revenue	690,000.00	100,000.00	790,000.00	Increased Revenue
001-00-011-00000-431210	General Administration	Replacement Tax-General	Revenue	100,000.00	(35,000.00)	65,000.00	Less Revenue than anticipated
001-00-011-00000-434110	General Administration	Misc General Admin	Revenue	35,000.00	21,500.00	56,500.00	City hall claims and gas franchise payment
001-00-011-00000-436110	General Administration	Interest Income	Revenue	115,000.00	730,000.00	845,000.00	Increased interest rates/income
001-00-012-00000-431510	Police Department	State Income/Local Use Tax	Revenue	892,255.00	79,445.00	971,700.00	Increased Revenue
001-00-012-00000-432150	Police Department	License-Liquor Peddler Etc	Revenue	20,000.00	25,145.00	45,145.00	Terminal Operator Fee was included in this line item
001-00-012-00000-432153	Police Department	Terminal Operator Fee	Revenue	21,250.00	(21,250.00)	-	This was included in License-Liquor Peddler line item
001-00-012-00000-434244	Police Department	Donations - Police Dept	Revenue	-	4,163.00	4,163.00	Increased Revenue
001-00-013-00000-431510	Building & Zoning	State Income/Local Use Tax	Revenue	83,250.00	8,750	92,000.00	Increased Revenue
001-00-013-00000-432170	Building & Zoning	Permits-Bldgs/Access Bldg	Revenue	40,000.00	14,500	54,500.00	Increased Revenue
001-00-013-00000-432171	Building & Zoning	Building Plan Review	Revenue	-	131,000	131,000.00	Flax Drive project and Solar Farm
001-00-013-00000-434213	Building & Zoning	B&Z Electrical Inspect Fee	Revenue	10,000.00	65,000	75,000.00	Increased commercial properties and solar farm
001-00-013-00000-434214	Building & Zoning	B&Z Plumbing Inspect Fee	Revenue	4,000.00	13,000.00	17,000.00	Flax Drive project
001-00-013-00000-438160	Building & Zoning	From City Property Reserves	Revenue	44,000.00	(44,000.00)	-	Anticipated revenue from reserves not needed
001-00-018-00000-513000	IT Technology	Health & Life Benefits	Expense	-	24,300.00	24,300.00	Amount budgeted was under salaries line
001-00-018-00000-539000	IT Technology	Other Contractual Services	Expense	-	22,750.75	22,750.75	Increased expenses
001-00-018-00000-539050	IT Technology	Contractual/Technological	Expense	-	7,060.00	7,060.00	Cleargov subscription
001-00-018-00000-547000	IT Technology	Minor Equipment	Expense	44,500.00	9,000.00	53,500.00	Increased cost
001-10-011-00000-512000	General Administration	Overtime	Expense	1,000.00	1,000.00	2,000.00	Unanticipated overtime pay
001-10-011-00000-522000	General Administration	Legal / Attorney Fees	Expense	105,000.00	40,000.00	145,000.00	Increased legal fees
001-10-011-00000-523000	General Administration	Engineering / Consulting	Expense	-	40,000.00	40,000.00	Contract with MGT for financial work
001-10-011-00000-535000	General Administration	Insurance	Expense	16,200.00	(7,200.00)	9,000.00	Less than anticipated
001-10-011-00000-538000	General Administration	Building Maintenance	Expense	2,000.00	3,000.00	5,000.00	Unanticipated costs associated with mtn to building
001-10-011-00000-539000	General Administration	Other Contractual Services	Expense	100,000.00	(84,000.00)	16,000.00	Increased expenses/audit cost
001-10-011-00000-539031	General Administration	Tourism & Convention	Expense	50,000.00	5,900.00	55,900.00	More/higher requests
001-10-011-00000-539050	General Administration	Contractual/Technological	Expense	15,000.00	5,000.00	20,000.00	Increased cost/expenses
001-10-011-00000-539100	General Administration	Technological IT	Expense	22,113.00	(22,113.00)	-	created IT budget, cost not needed
001-10-011-00000-539200	General Administration	Technological Hardware	Expense	2,200.00	(2,200.00)	-	created IT budget, cost not needed
001-10-011-00000-545000	General Administration	Maint/Repair Supplies	Expense	100.00	400.00	500.00	Increased cost/expenses
001-20-012-00000-511010	Police Department	Salaries-SRO Reimbursable	Expense	-	7,888.00	7,888.00	Coding of employees in payroll
001-20-012-00000-513110	Police Department	Cleaning Allowance	Expense	12,050.00	(12,050.00)	-	Cleaning allowance paid through payroll expense line item
001-20-012-00000-524000	Police Department	Training And Travel	Expense	25,000.00	5,000.00	30,000.00	Multiple new officer trainings, DNC/RNC- will be getting reimbursement for some
001-20-012-00000-533000	Police Department	Utilities	Expense	20,000.00	2,000.00	22,000.00	Increased cost in utilities
001-20-012-00000-537000	Police Department	Transportation Reimburse	Expense	-	10.00	10.00	Reimbursement for milage
001-20-012-00000-539200	Police Department	Technological Hardware	Expense	-	10.00	10.00	Purchase for MCS computer
001-20-012-00000-539300	Police Department	Department Specific Technology	Expense	13,706.00	1,294.00	15,000.00	Fees raised for Cellbrite
001-20-012-00000-542000	Police Department	Fuels for Vehicles/Equip	Expense	60,000.00	(10,000.00)	50,000.00	Budgeted for potential higher fuel costs
001-20-012-00000-546000	Police Department	Vehicle Maint Supplies	Expense	1,000.00	700.00	1,700.00	Increased cost
001-20-012-00000-547000	Police Department	Minor Equipment	Expense	39,510.00	14,490.00	54,000.00	Purchase new breathalyzers, body cameras for new employees and equip. for vehicles
001-20-013-00000-522000	Building & Zoning	Lesal / Attorney Fees	Expense	50,000.00	20,000.00	70,000.00	Increased legal fees (ongoing case)
001-20-013-00000-523000	Building & Zoning	Engineering / Consulting	Expense	24,000.00	(9,000.00)	15,000.00	Reduced consulting for the year
001-20-013-00000-523011	Building & Zoning	Subd Plan Review (Reimb)	Expense	-	1,000.00	1,000.00	Consultant plan review
001-20-013-00000-539033	Building & Zoning	Marketing	Expense	-	100.00	100.00	Newspaper adds
001-20-013-00000-539081	Building & Zoning	B&Z-Electrical Inspectors	Expense	15,000.00	15,000.00	30,000.00	Increased repeated inspections due to failures (IE. Flax Drive)
001-20-013-00000-539084	Building & Zoning	B&Z-Demolition Expenses	Expense	25,000.00	(23,000.00)	2,000.00	Building not demolished this year. Budgeted for FY2026
001-20-013-00000-539200	Building & Zoning	Technological Hardware	Expense	-	800.00	800.00	Printer needed for B&Z plans
001-20-013-00000-539300	Building & Zoning	Department Specific Technology	Expense	10,722.00	(10,722.00)	-	IT Budget was created, anticipated expenses not needed for this line
001-20-013-00000-573048	Building & Zoning	Trans To City Prop/Eq/Reserves	Expense	8,000.00	117,000.00	125,000.00	Revenues over expenses for FY2025 anticipated to be higher at year end
001-20-014-00000-513000	Fire Department	Benefits- Health & Life	Expense	4,000.00	12,300.00	16,300.00	Increased coverage
001-20-014-00000-538500	Fire Department	Hydrant Maintenance	Expense	31,956.00	2,448.00	34,404.00	Increased cost/budgeted amount
001-20-014-00000-539000	Fire Department	Other Contractual Services	Expense	15,000.00	3,000.00	18,000.00	Increased cost
001-20-014-00000-544000	Fire Department	Uniform & Safety Supplies	Expense	13,000.00	3,000.00	16,000.00	Increased cost
001-20-014-00000-553000	Fire Department	Equipment	Expense	75,000.00	(75,000.00)	-	Debt payment posted to principal and interest
001-20-014-00000-561000	Fire Department	Principal Payment	Expense	-	30,174.04	30,174.04	Fire Truck debt payment
001-20-014-00000-562000	Fire Department	Interest Expense	Expense	-	22,721.96	22,721.96	Fire Truck debt payment
001-40-017-00000-513000	Street Department	Benefits- Health & Life	Expense	130,653.41	18,346.59	149,000.00	Increased coverage
001-40-017-00000-522000	Street Department	Legal/Attorney Fees	Expense	30,000.00	38,000.00	68,000.00	Increased legal fees- ongoing case
001-40-017-00000-535000	Street Department	Insurance	Expense	4,802.00	2,443.20	7,245.20	Increased IML rate
001-40-017-00000-536010	Street Department	Vehicle Maint/Repair	Expense	20,000.00	15,000.00	35,000.00	Increased cost
001-40-017-00000-539022	Street Department	Trees-Contracted Work	Expense	75,000.00	7,000.00	82,000.00	Increased cost/work
001-40-017-00000-539050	Street Department	Contractual/Technological	Expense	1,500.00	7,500.00	9,000.00	Increased cost
001-40-017-00000-539300	Street Department	Department Specific Technology	Expense	4,860.00	(4,860.00)	-	IT budget created
001-40-017-00000-545000	Street Department	Maint/Repair Supplies	Expense	8,000.00	7,000.00	15,000.00	Increased cost
001-40-017-00000-547090	Street Department	Minor Eq.-Storm Drainage	Expense	15,000.00	(8,000.00)	7,000.00	Less than anticipated
001-40-017-00000-554000	Street Department	Roads Etc- New/Repl	Expense	137,000.00	(57,000.00)	80,000.00	Expensed less than expected
006-00-000-00000-431110	TIF #1	Property Tax (TIF)	Revenue	200,000.00	135,000.00	335,000.00	Increased Revenue
006-00-000-00000-436110	TIF #1	Interest Income	Revenue	3,000.00	9,500.00	12,500.00	Increased Revenue
006-70-006-00000-522000	TIF #1	Legal/Attorney Fees	Expense	2,500.00	(2,500.00)	-	No expenses
006-70-006-00000-523000	TIF #1	Engineering / Consulting	Expense	34,000.00	(34,000.00)	-	No expenses
006-70-006-00000-582000	TIF #1	Incentives	Expense	78,707.00	74,293.00	153,000.00	Trouw incentive for 2 years
007-00-000-00000-436110	Economic Development	Interest Income	Revenue	500.00	700.00	1,200.00	Increased Revenue
007-00-000-00000-437110	Economic Development	Misc Revenue	Revenue	-	2,700.00	2,700.00	Donations for Santa on the square
007-70-007-00000-511000	Economic Development	Regular Salaries	Expense	46,000.00	6,500.00	52,500.00	Pay increase
007-70-007-00000-522000	Economic Development	Legal / Attorney Fees	Expense	4,460.00	5,540.00	10,000.00	Increased legal fees
007-70-007-00000-523000	Economic Development	Engineering / Consulting	Expense	-	22,000.00	22,000.00	TIF work
007-70-007-00000-539000	Economic Development	Other Contractual Services	Expense	70,000.00	(55,000.00)	15,000.00	Less than anticipated expenses
007-70-007-00000-550500	Economic Development	Engineering For Capital	Expense	-	1,535.00	1,535.00	TIF work
008-00-000-00000-436110	MFT	Interest Income	Revenue	20,000.00	20,000.00	40,000.00	Increased revenue
009-00-009-00000-438110	Korte Recreation Center	From General Admin Fund	Revenue	445,000.00	50,000.00	495,000.00	Budgeted transfer- system amt incorrect
009-00-016-00000-431158	Parks Department	Prop Tax-Comfort Station	Revenue	25,000.00	25,000.00	50,000.00	Increased revenue
009-00-016-00000-436110	Parks Department	Interest Income	Revenue	2,500.00	15,500.00	18,000.00	Increased revenue
009-00-016-00000-438123	Parks Department	From Business Dist B	Revenue	110,000.00	(110,000.00)	-	Not budgeted- just fix in system
009-60-009-00000-511000	Korte Recreation Center	Regular Salaries	Expense	450,000.00	84,000.00	534,000.00	Minimum wage increase, more part time employees
009-60-009-00000-513000	Korte Recreation Center	Benefits- Health & Life	Expense	32,000.00	4,000.00	36,000.00	Increased coverage
009-60-009-00000-524000	Korte Recreation Center	Training and Travel	Expense	2,000.00	3,000.00	5,000.00	Increased cost due to paying for lifeguard training certificates

009-60-009-00000-535000	Korte Recreation Center	Insurance	Expense	12,000.00	(1,013.50)	10,986.50	IML cost
009-60-009-00000-536000	Korte Recreation Center	Equipment Maint and Repair	Expense	9,000.00	2,000.00	11,000.00	Increased expenses
009-60-009-00000-538001	Korte Recreation Center	Custodial Services	Expense	-	12,000.00	12,000.00	Cleaning services charged here instead of 390
009-60-009-00000-539000	Korte Recreation Center	Other Contractual Services	Expense	130,000.00	(20,000.00)	110,000.00	Less Cleaning services charged above
009-60-009-00000-539050	Korte Recreation Center	Contractual/Technological	Expense	4,000.00	1,000.00	5,000.00	Increased expenses
009-60-009-00000-539100	Korte Recreation Center	Technological IT	Expense	18,000.00	(18,000.00)	-	IT Budget created
009-60-009-00000-539200	Korte Recreation Center	Technological Hardware	Expense	5,000.00	(5,000.00)	-	IT Budget created
009-60-009-00000-541000	Korte Recreation Center	Office Supplies	Expense	2,500.00	2,500.00	5,000.00	Increased cost
009-60-009-00000-543050	Korte Recreation Center	Retail/Concession Supplies	Expense	35,000.00	5,000.00	40,000.00	Increased cost
009-60-009-00000-549000	Korte Recreation Center	Chemical Supplies	Expense	13,000.00	2,000.00	15,000.00	Increased cost
009-60-009-00000-552000	Korte Recreation Center	Buildings & Structures	Expense	125,000.00	(125,000.00)	-	No expenses/budgeted
009-60-009-00000-555000	Korte Recreation Center	Other Capital Improvements	Expense	300,000.00	198,742.50	498,742.50	KRC parking lot and locker room floor restoration
009-60-009-00000-573048	Korte Recreation Center	Trans To City Prop/Eq/Reserves	Expense	180,000.00	(180,000.00)	-	Not anticipating transfer due to increase in project cost
009-60-016-00000-512000	Parks & Recreation	Overtime	Expense	11,000.00	7,000.00	18,000.00	Increased cost
009-60-016-00000-513000	Parks & Recreation	Benefits- Health & Life	Expense	65,000.00	25,000.00	90,000.00	Increased coverage
009-60-016-00000-513100	Parks & Recreation	Benefits- Other	Expense	65,000.00	(65,000.00)	-	No expenses/budgeted
009-60-016-00000-523000	Parks & Recreation	Engineering/Consulting	Expense	10,000.00	(10,000.00)	-	No expenses
009-60-016-00000-536000	Parks & Recreation	Equipment Maint and Repair	Expense	22,000.00	13,000.00	35,000.00	Increased cost
009-60-016-00000-536010	Parks & Recreation	Vehicle Main/Repair	Expense	15,000.00	2,000.00	17,000.00	Increased cost
009-60-016-00000-539022	Parks & Recreation	Trees-Contracted Work	Expense	6,000.00	(6,000.00)	-	No work/expenses
009-60-016-00000-539033	Parks & Recreation	Marketing	Expense	2,500.00	500.00	3,000.00	Increased cost
009-60-016-00000-539050	Parks & Recreation	Contractual/Technological	Expense	2,000.00	2,000.00	4,000.00	Increased cost
009-60-016-00000-539200	Parks & Recreation	Technological Hardware	Expense	13,000.00	(13,000.00)	-	IT Budget created
009-60-016-00000-542000	Parks & Recreation	Fuels for Vehicles/Equip	Expense	40,000.00	(8,000.00)	32,000.00	Less than anticipated
009-60-016-00000-543000	Parks & Recreation	Operating Supplies	Expense	70,000.00	10,000.00	80,000.00	Increased expenses
009-60-016-00000-543050	Parks & Recreation	Retail/Concession Supplies	Expense	10,500.00	3,500.00	14,000.00	Increased cost
009-60-016-00000-552000	Parks & Recreation	Buildings & Structures	Expense	320,000.00	(320,000.00)	-	No expenses/Not budgeted
009-60-016-00000-553000	Parks & Recreation	Equipment	Expense	31,000.00	71,000.00	102,000.00	Tyler Software, Playground Equipment, new mowers
009-60-016-00000-555000	Parks & Recreation	Other Capital Improvements	Expense	55,000.00	149,280.00	204,280.00	WCC Roof
009-60-016-00000-573048	Parks & Recreation	Trans To City Prop/Eq/Reserves	Expense	19,000.00	(19,000.00)	-	Not anticipating transfer due to increase in project cost
009-60-503-00000-511000	Outdoor Pool	Regular Salaries	Expense	126,000.00	29,000.00	155,000.00	Minimum wage increase for part timers
009-60-503-00000-513000	Outdoor Pool	Benefits- Health & Life	Expense	3,000.00	1,500.00	4,500.00	Increased coverage
009-60-503-00000-539000	Outdoor Pool	Other Contractual Services	Expense	10,000.00	3,000.00	13,000.00	Increased cost
009-60-503-00000-552000	Outdoor Pool	Buildings & Structures	Expense	-	19,800.00	19,800.00	Painted outdoor pool
009-60-503-00000-555000	Outdoor Pool	Other Capital Improvements	Expense	25,000.00	(25,000.00)	-	No expenses/Not budgeted
009-60-715-00000-513000	Cemetery	Benefits- Health & Life	Expense	5,000.00	4,500.00	9,500.00	Increased coverage
009-60-715-00000-533000	Cemetery	Utilities	Expense	1,000.00	1,500.00	2,500.00	Increased rates/usage
009-60-715-00000-536000	Cemetery	Equipment Maint/Repair	Expense	3,000.00	1,000.00	4,000.00	Increased cost
009-60-715-00000-536010	Cemetery	Vehicle Maint/Repair	Expense	800.00	1,400.00	2,200.00	Increased expenses
009-60-715-00000-546000	Cemetery	Vehicle Maint Supplies	Expense	400.00	5,600.00	6,000.00	Increased expenses
009-60-715-00000-547000	Cemetery	Minor Equipment	Expense	2,000.00	3,000.00	5,000.00	Increased expenses
009-60-715-00000-549000	Cemetery	Chemical Supplies	Expense	2,500.00	1,000.00	3,500.00	Increased expenses
009-60-715-00000-554000	Cemetery	Roads Etc- New/Repl	Expense	-	14,038.30	14,038.30	Cemetery road repairs
009-60-715-00000-555000	Cemetery	Other Capital Improvements	Expense	-	17,381.86	17,381.86	Professional land surveying
010-00-000-00000-431110	TIF #2 Northside	Property Tax TIF #2	Revenue	380,000.00	150,000.00	530,000.00	Increased revenue
010-00-000-00000-436110	TIF #2 Northside	Interest Income	Revenue	3,000.00	16,200.00	19,200.00	Interest rates higher
010-70-010-00000-523000	TIF #2 Northside	Engineering/Consulting	Expense	50,000.00	50,000.00	100,000.00	US Route 40 & Sycamore Intersection
010-70-010-00000-582000	TIF #2 Northside	Incentives	Expense	57,758.00	27,242.00	85,000.00	Highland Schools incentive (2years)
011-00-000-00000-436110	TIF #2 Debt Repayment	Interest Income	Revenue	350.00	2,650.00	3,000.00	Interest rates higher
011-50-000-00000-562000	TIF #2 Debt Repayment	Interest Payments	Expense	-	50,650.00	50,650.00	Debt interest payments posted here
011-70-000-00000-563000	TIF #2 Debt Repayment	Debt Service Charges	Expense	50,650.00	(50,650.00)	-	Debt interest payments posted above
012-00-000-00000-431312	Business District	Business District Sales Tax	Revenue	1,400,000.00	100,000.00	1,500,000.00	Increased revenue
012-00-000-00000-436110	Business District	Interest Income	Revenue	4,000.00	71,000.00	75,000.00	Interest rates higher
012-50-000-00000-562000	Business District	Interest Payments	Expense	-	296,439.75	296,439.75	Debt interest payments posted here
012-70-000-00000-539000	Business District	Other Contractual Services	Expense	-	150.00	150.00	Debt service charges posted here
012-70-000-00000-550500	Business District	Engineering for Capital	Expense	-	2,750.00	2,750.00	FEMA map revision
012-70-000-00000-555000	Business District	Other Capital Improvements	Expense	240,000.00	242,550.41	482,550.41	City Hall project expenses
012-70-000-00000-561000	Business District	Principal Payments	Expense	500,000.00	20,000.00	520,000.00	Actual principal payment amount
012-70-000-00000-562000	Business District	Interest Expense	Expense	285,684.00	(285,684.00)	-	Debt interest payments posted above
012-70-000-00000-563000	Business District	Debt Service Charges	Expense	300.00	(150.00)	150.00	Debt service charges posted above
015-00-000-00000-436110	ARPA	Interest Income	Revenue	-	4,295.00	4,295.00	Interest rates higher
015-10-000-00000-554000	ARPA	Lines, Roads, Etc	Expense	330,000.00	58,571.00	388,571.00	Street Resurfacing in town
015-10-000-00000-555000	ARPA	Other Capital Improvements	Expense	-	7,300.00	7,300.00	Fiber Install
050-00-000-00000-436110	Street Bond Construction	Interest Income	Revenue	10,000.00	66,197.06	76,197.06	Interest rates higher
050-00-000-00000-437110	Street Bond Construction	Miscellaneous Revenue	Revenue	-	4,804.00	4,804.00	Increased revenue
050-40-050-00000-523000	Street Bond Construction	Engineering/Consulting	Expense	-	15,017.50	15,017.50	Bicycle & Pedestrian plan grant
050-40-050-00000-550500	Street Bond Construction	Engineering for Capital	Expense	45,000.00	10,432.37	55,432.37	Increased cost/multiple projects
050-40-050-00000-551000	Street Bond Construction	Land	Expense	-	104,950.82	104,950.82	Land purchases
050-40-050-00000-551010	Street Bond Construction	Right of Way	Expense	66,000.00	(66,000.00)	-	No expenses
050-40-050-00000-554000	Street Bond Construction	Roads Etc- New/Repl	Expense	-	76,289.40	76,289.40	Street Resurfacing in town
101-00-000-00000-432141	Electric	Pole Attachment-Phone	Revenue	2,876.00	16,650.00	19,526.00	Collectors credited here
101-00-000-00000-432142	Electric	Pole Attachment Collectors	Revenue	16,904.00	(16,379.00)	525.00	Credited to phone GL above
101-00-000-00000-434643	Electric	Equipment Mtn. Reimb.	Revenue	-	4,000.00	4,000.00	Shop expenses being reimb.
101-00-000-00000-434644	Electric	Vehicle Mtn Repair Reimb	Revenue	-	20,000.00	20,000.00	Shop expenses being reimb.
101-00-000-00000-436110	Electric	Interest Income	Revenue	30,000.00	94,500.00	124,500.00	Interest rates higher
101-01-101-00000-532000	Electric Admin	Postage	Expense	300.00	300.00	600.00	Shipped pole tester in for repairs and other misc. shipping chrgs
101-01-101-00000-535000	Electric Admin	Insurance	Expense	125,000.00	17,692.16	142,692.16	IML rate increase
101-01-101-00000-539050	Electric Admin	Contractual/Technological	Expense	2,500.00	22,500.00	25,000.00	Springbrook charged to this line
101-01-102-00000-511000	Electric Production	Regular Salaries	Expense	139,398.00	34,602.00	174,000.00	Increased cost/retirement payouts
101-01-102-00000-513000	Electric Production	Benefits - Health & Life	Expense	21,543.68	18,456.32	40,000.00	Increased coverage
101-01-102-00000-514000	Electric Production	Benefit Social Sec/Medicare	Expense	9,273.58	5,726.42	15,000.00	Increased cost/retirement payouts
101-01-102-00000-515000	Electric Production	Benefit IMRF	Expense	7,329.00	4,671.00	12,000.00	Increased cost/retirement payouts
101-01-102-00000-533000	Electric Production	Utilities	Expense	50,000.00	20,000.00	70,000.00	Rate increase/higher usage/colder than normal winter
101-01-102-00000-538000	Electric Production	Building Maintenance	Expense	12,000.00	2,500.00	14,500.00	Increased expenses
101-01-102-00000-539050	Electric Production	Contractual/Technological	Expense	100.00	645.00	745.00	Increased expenses
101-01-102-00000-543000	Electric Production	Operating Supplies	Expense	4,000.00	3,000.00	7,000.00	Stocking auto shop and figuring out how to share costs of shop supplies
101-01-102-00000-545000	Electric Production	Maint/Repair Supplies	Expense	10,000.00	10,000.00	20,000.00	Billing other departments for much of this
101-01-102-00000-546000	Electric Production	Vehicle Maint Supplies	Expense	1,500.00	38,500.00	40,000.00	Billing other departments for much of this
101-01-102-00000-549000	Electric Production	Generat.Fuel/Chemical Sup	Expense	40,000.00	952.63	40,952.63	Ordered extra fuel per IMEA directive due to extra cold weather and grid warning

101-01-102-00000-552000	Electric Production	Buildings & Structures	Expense	-	19,000.00	19,000.00	Added bathroom to new auto shop per OSHA
101-01-104-00000-512000	Electric Distribution	Overtime	Expense	70,000.00	40,000.00	110,000.00	Mutual Aid provided to Florida and Georgia
101-01-104-00000-513000	Electric Distribution	Benefits - Health & Life	Expense	178,290.00	42,310.00	220,600.00	Increased coverage
101-01-104-00000-534000	Electric Distribution	Rentals And Leases	Expense	500.00	250.00	750.00	Long term airgas leases came due
101-01-104-00000-539050	Electric Distribution	Contractual/Technological	Expense	1,900.00	3,100.00	5,000.00	IT expenses
101-01-104-00000-550500	Electric Distribution	Engineering for Capital	Expense	50,000.00	(50,000.00)	-	No expenses
101-01-104-00000-553060	Electric Distribution	Meters	Expense	60,000.00	10,000.00	70,000.00	Needed some additional
102-00-101-00000-541000	FTTP Fund--not used	Office Supplies	Expense	300.00	(300.00)	-	Not budgeted, just fix in system
102-00-101-00000-542000	FTTP Fund--not used	Fuels for Vehicles/Equip	Expense	12,000.00	(12,000.00)	-	Not budgeted, just fix in system
102-00-101-00000-543000	FTTP Fund--not used	Operating Supplies	Expense	4,000.00	(4,000.00)	-	Not budgeted, just fix in system
102-00-101-00000-544000	FTTP Fund--not used	Uniform & Safety Supplies	Expense	2,000.00	(2,000.00)	-	Not budgeted, just fix in system
102-00-101-00000-545000	FTTP Fund--not used	Maint/Repair Supplies	Expense	10,000.00	(10,000.00)	-	Not budgeted, just fix in system
102-00-101-00000-546000	FTTP Fund--not used	Vehicle Maint Supplies	Expense	1,500.00	(1,500.00)	-	Not budgeted, just fix in system
102-00-101-00000-547000	FTTP Fund--not used	Minor Equipment	Expense	15,000.00	(15,000.00)	-	Not budgeted, just fix in system
102-00-101-00000-553000	FTTP Fund--not used	Equipment	Expense	31,000.00	(31,000.00)	-	Not budgeted, just fix in system
111-05-111-00000-513000	Fiber	Benefits/Health and Life	Expense	50,000.00	5,000.00	55,000.00	Increased coverage
111-05-111-00000-535000	Fiber	Insurance	Expense	50,122.00	879.27	51,001.27	IML rate
111-05-111-00000-539000	Fiber	Other Contractual Services	Expense	60,309.58	7,690.42	68,000.00	Increased cost
111-05-111-00000-539050	Fiber	Contractual/Technological	Expense	40,000.00	46,000.00	86,000.00	Increased expenses
111-05-111-00000-539051	Fiber	Contractual/Voice Content Fee	Expense	149,896.00	155,104.00	305,000.00	Increased cost
111-05-111-00000-539053	Fiber	Contractual/Data Content Fee	Expense	133,790.50	4,209.50	138,000.00	Increased cost
111-05-111-00000-539055	Fiber	Voice Connection Fees	Expense	45,000.00	(45,000.00)	-	Coded to above
111-05-111-00000-539056	Fiber	Video Connection Fees	Expense	91,440.00	(66,440.00)	25,000.00	Coded to above
111-05-111-00000-539057	Fiber	ContractualMunBand/VideoFees	Expense	6,410.00	(6,410.00)	-	Coded to above
111-05-111-00000-539200	Fiber	Technological Hardware	Expense	-	43,000.00	43,000.00	Calx expenses
111-05-111-00000-539300	Fiber	Department Specific Technology	Expense	65,000.00	(45,000.00)	20,000.00	Less than anticipated expenses
111-05-111-00000-541000	Fiber	Office Supplies	Expense	7,000.00	(4,500.00)	2,500.00	Less than anticipated expenses
111-05-111-00000-550500	Fiber	Engineering for Capital	Expense	20,000.00	(20,000.00)	-	No expenses
111-05-111-00000-553000	Fiber	Lines, Roads, Etc	Expense	117,800.00	69,200.00	187,000.00	Increased expenses
111-05-111-00000-554000	Fiber	Interest Income	Revenue	76,753.00	11,247.00	88,000.00	Increased expenses
201-00-000-00000-436110	Water	Insurance	Expense	8,000.00	18,825.00	26,825.00	Increased revenue
201-02-201-00000-535000	Water Admin	Contractual/Technological	Expense	45,000.00	3,261.44	48,261.44	Increased IML rate
201-02-201-00000-539050	Water Admin	Department Specific Technology	Expense	1,000.00	7,500.00	8,500.00	Increased expenses
201-02-201-00000-539300	Water Admin	Transfer to Water Surplus	Expense	7,120.00	(7,120.00)	-	IT Budget created
201-02-201-00000-573053	Water Admin	Regular Salaries	Expense	-	28,415.20	28,415.20	Connection Fees
201-02-202-00000-511000	Water Production	Benefits- Health & Life	Expense	315,806.36	38,193.64	354,000.00	Increased wages/retirement payout
201-02-202-00000-513000	Water Production	Benefit IMRF	Expense	55,226.88	3,473.12	58,700.00	Increased coverage
201-02-202-00000-515000	Water Production	Engineering/Consulting	Expense	19,646.24	1,953.76	21,600.00	Increased wages
201-02-202-00000-523000	Water Production	Contractual/Technological	Expense	10,000.00	11,500.00	21,500.00	Clearwell improv.
201-02-202-00000-539050	Water Production	Operating Supplies	Expense	1,700.00	1,800.00	3,500.00	Increased expenses
201-02-202-00000-543000	Water Production	Uniform & Safety Supplies	Expense	10,000.00	2,000.00	12,000.00	Increased expenses
201-02-202-00000-544000	Water Production	Maint/Repair Supplies	Expense	1,500.00	1,000.00	2,500.00	Increased expenses
201-02-202-00000-545000	Water Production	Vehicle Maint Supplies	Expense	7,000.00	4,000.00	11,000.00	Increased expenses
201-02-202-00000-549000	Water Production	Chemical Supplies	Expense	100.00	100.00	300.00	Increased expenses
201-02-202-00000-552000	Water Production	Buildings & Structures	Expense	250,000.00	(70,000.00)	180,000.00	Less than anticipated expenses
201-02-203-00000-511000	Water Distribution	Regular Salaries	Expense	151,000.00	(91,000.00)	60,000.00	Repair of siding/painting on main bldg not completed yet
201-02-203-00000-513000	Water Distribution	Benefits- Health & Life	Expense	306,275.80	65,324.20	371,600.00	Increased wages/new hire
201-02-203-00000-514000	Water Distribution	Benefit Social Sec/Medicare	Expense	79,120.45	11,379.55	90,500.00	Increased coverage
201-02-203-00000-515000	Water Distribution	Benefit IMRF	Expense	24,577.94	3,922.06	28,500.00	Increased wages
201-02-203-00000-523000	Water Distribution	Engineering/Consulting	Expense	19,372.73	4,427.27	23,800.00	Increased wages
201-02-203-00000-532000	Water Distribution	Postage	Expense	-	2,365.56	2,365.56	IEPA permit for water main replacement
201-02-203-00000-533000	Water Distribution	Utilities	Expense	-	1,500.00	1,500.00	Water study mailings
201-02-203-00000-538000	Water Distribution	Building Maintenance	Expense	6,000.00	4,200.00	10,200.00	Increased rates/usage
201-02-203-00000-539023	Water Distribution	Lab Testing	Expense	1,500.00	1,500.00	3,000.00	Increased expenses
201-02-203-00000-539050	Water Distribution	Contractual/Technological	Expense	3,000.00	1,000.00	4,000.00	Increased expenses
201-02-203-00000-554000	Water Distribution	Lines Etc New/Repl	Expense	50.00	950.00	1,000.00	Increased expenses
205-00-000-00000-436110	Water Surplus	Interest Income	Revenue	300,000.00	(300,000.00)	-	No work completed, rolled into FY26
205-00-000-00000-438181	Water Surplus	From Water Fund	Revenue	25,000.00	11,000.00	36,000.00	Increased revenue
301-00-000-00000-438151	Sewer	From TIF #2 Bond Proceeds	Revenue	-	28,415.20	28,415.20	Connection Fees
301-03-301-00000-539050	Sewer Admin	Contractual/Technological	Expense	96,000.00	(96,000.00)	-	Wrong GL line
301-03-301-00000-539200	Sewer Admin	Technological Hardware	Expense	1,000.00	7,500.00	8,500.00	Increased expenses
301-03-301-00000-539300	Sewer Admin	Department Specific Technology	Expense	1,500.00	(1,500.00)	-	IT Budget created
301-03-301-00000-573024	Sewer Admin	Transfer to Sewer Surplus	Expense	7,120.00	(7,120.00)	-	IT Budget created
301-03-303-00000-524000	Sewer Collection	Training and Travel	Expense	-	43,367.00	43,367.00	Connection Fees
301-03-303-00000-533000	Sewer Collection	Utilities	Expense	100.00	400.00	500.00	Increased expenses
301-03-303-00000-539000	Sewer Collection	Other Contractual Services	Expense	8,000.00	3,200.00	11,200.00	Increased Utility Cost
301-03-303-00000-539050	Sewer Collection	Contractual/Technological	Expense	5,000.00	2,000.00	7,000.00	Increased expenses
301-03-303-00000-546000	Sewer Collection	Vehicle Maint Supplies	Expense	50.00	850.00	900.00	Increased expenses
301-03-303-00000-554000	Sewer Collection	Lines Etc New/Repl	Expense	8,500.00	400.00	8,900.00	Increased expenses
301-03-304-00000-511000	Water Reclamation Facility	Regular Salaries	Expense	300,000.00	(300,000.00)	-	No work completed, rolled into FY26
301-03-304-00000-513000	Water Reclamation Facility	Benefits- Health & Life	Expense	230,102.98	21,897.02	252,000.00	Increased wages
301-03-304-00000-515000	Water Reclamation Facility	Benefit IMRF	Expense	47,759.92	9,435.08	57,195.00	Increased coverage
301-03-304-00000-533022	Water Reclamation Facility	Utilities- Lift Station	Expense	14,327.21	1,487.79	15,815.00	Increased wages
301-03-304-00000-534000	Water Reclamation Facility	Rentals and leases	Expense	3,500.00	820.00	4,320.00	Increase in utilities
301-03-304-00000-537000	Water Reclamation Facility	Transportation Reimburse	Expense	3,000.00	2,544.00	5,544.00	Rental fee for a wheel loader
301-03-304-00000-539050	Water Reclamation Facility	Contractual/Technological	Expense	-	200.00	200.00	Milage reimbursement
301-03-304-00000-545000	Water Reclamation Facility	Maint/Repair Supplies	Expense	2,000.00	1,500.00	3,500.00	Increased expenses
301-03-305-00000-523000	WRF Pretreatment	Engineering/Consulting	Expense	12,000.00	500.00	12,500.00	Increased expenses
307-00-000-00000-438182	Sewer Surplus	From Sewer Fund	Revenue	40,000.00	5,000.00	45,000.00	Increased Cost
310-00-000-00000-438182	Sewer Distribution Repayment	Principal Payments	Expense	-	43,367.00	43,367.00	Connection fees
310-03-310-00000-561000	Sewer Distribution Repayment	Interest Expense	Revenue	-	92,616.00	92,616.00	Approved budgeted transfer
310-50-310-00000-562000	EMS	Interest Income	Revenue	-	79,297.20	79,297.20	Principal payment for loan repayment
401-00-000-00000-436110	EMS	Misc Revenue	Revenue	-	13,322.66	13,322.66	Interest payment for loan repayment
401-00-000-00000-437110	EMS	Donations	Revenue	5,000.00	8,500.00	13,500.00	Increased Revenue
401-00-000-00000-437140	EMS	Regular Salaries	Expense	10,000.00	12,000.00	22,000.00	Charges billed to speedway
401-20-401-00000-511000	EMS	Unemployment Ins	Expense	-	2,600.00	2,600.00	HACF donations
401-20-401-00000-516000	EMS	Utilities	Expense	650,000.00	95,000.00	745,000.00	Unanticipated layoffs/payouts/backpays
401-20-401-00000-533000	EMS		Expense	-	1,536.00	1,536.00	Unanticipated cost
			Expense	7,000.00	2,000.00	9,000.00	Increased utility cost

401-20-401-00000-535000	EMS	Insurance	Expense	2,200.00	2,923.00	5,123.00	Cost of insurance increase
401-20-401-00000-539000	EMS	Other Contractual Services	Expense	10,000.00	12,000.00	22,000.00	Increased cost
401-20-401-00000-539050	EMS	Contractual/Technological	Expense	3,500.00	1,900.00	5,400.00	Increased cost
401-20-401-00000-539200	EMS	Technological Hardware	Expense	-	200.00	200.00	Printer
401-20-401-00000-539400-	EMS	GMET Payment Expense	Expense	75,000.00	10,200.00	85,200.00	Increased cost for GMET
401-20-401-00000-547000	EMS	Minor Equipment	Expense	21,200.00	(16,200.00)	5,000.00	Expensed less than anticipated
401-20-401-00000-561000-	EMS	Principal Payments	Expense	-	119,954.85	119,954.85	Paid off EMS loan
401-20-401-00000-573048	EMS	Trans To City Prop/Eq/Reserves	Expense	125,000.00	(125,000.00)	-	Anticipating no transfer since loan was paid off
602-60-602-00000-511000	Library	Regular Salaries	Expense	225,000.00	9,000.00	234,000.00	Wage increases
602-60-602-00000-513000	Library	Benefits - Health & Life	Expense	20,000.00	10,000.00	30,000.00	Increase in coverage
702-21-702-00000-522000	Police Pension	Legal / Attorney Fees	Expense	9,000.00	6,000.00	15,000.00	Increased Legal fee costs
702-21-702-00000-573002-	Police Pension	Portability Transfer	Expense	-	296,666.26	296,666.26	Portability transfer
713-00-000-00000-436110	Refuse	Interest Income	Revenue	5,000.00	24,300.00	29,300.00	Increased interest/rates
713-04-713-00000-539000	Refuse	Other Contractual Services	Expense	1,980,000.00	120,000.00	2,100,000.00	Increased cost
717-00-000-00000-436110	Cemetery Board of Managers	Interest Income	Revenue	8,000.00	10,500.00	18,500.00	Increased interest/rates
717-10-717-00000-555000	Cemetery Board of Managers	Other Capital Improvements	Expense	-	4,715.00	4,715.00	Pontem Software expense
802-00-000-00000-436110	Payroll	Interest Income	Revenue	-	50,000.00	50,000.00	Increased interest/rates

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE FINANCIAL BUDGET OF THE CITY OF
HIGHLAND, ILLINOIS FOR THE FISCAL YEAR BEGINNING
MAY 1, 2025 AND ENDING APRIL 30, 2026
AND AUTHORIZING THE EXPENDITURES THEREIN CONTAINED**

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

SECTION 1. That the proposed budget of the City of Highland, Illinois, has been carefully considered, discussed at previous meetings and given public hearings, where it was shown that the anticipated revenue from all sources is reasonably expected to be \$57,037,841 total amount available, including previous balance, anticipated at \$92,035,411 wherein the planned expenditures are set at a total of \$57,410,214 for all departments, said budget is hereby adopted by the City Council of the City of Highland, Illinois.

SECTION 2. That the funds and revenues of the City of Highland, Illinois, for the fiscal year May 1, 2025 to April 30, 2026, both inclusive, are hereby allocated and appropriated in the amount of \$57,410,214 as set forth in the adopted budget to maintain and operate the City Government at its various functions and services in said City, as authorized by the laws of the State of Illinois and the Ordinances of the City of Highland, Illinois.

SECTION 3. That the supporting details on which revenues, allocations, appropriations and proposed expenditures are based are included in the budget filed in the Office of the City Clerk of the City, as adopted this date.

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

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

SECTION 6. That this Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect the 1st day of May 2025.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2025, the vote being taken by ayes and noes and entered upon the legislative records as

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

Prepared by and return to:
Barbara Bellm, City Clerk
City of Highland
PO Box 218
Highland, IL 62249

CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

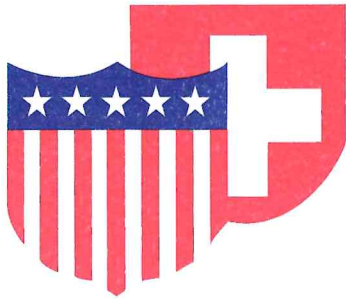
The undersigned, Barbara Bellm, being the duly elected and serving City Clerk of the City of Highland, Madison County, Illinois, hereby and herewith certifies that the foregoing constitutes a full, true and complete copy of Ordinance No. _____.

Said Ordinance was adopted by the City Council of the City of Highland on the _____ day of _____, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City, this _____ day of _____, 2025.

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

(Seal)



City of Highland

MEMORANDUM

TO: CITY COUNCILMEMBERS
FROM: MAYOR KEVIN B. HEMANN
SUBJECT: APPOINTMENT TO SILVER LAKE COMMISSION
DATE: APRIL 17, 2025

Since the resignation of Steven Pfettscher in February, a vacancy has existed on the Silver Lake Commission. Colby D. Schrumpf has submitted an application indicating his desire to serve on this commission. As you can see by his application, Colby is an outdoorsman with an interest in preserving Silver Lake's natural beauty and sustaining it as a resource for all. David's home is situated on property adjacent to Silver Lake. For these reasons, I believe that he would always have the best interests of Silver Lake and the adjacent land in mind. I am, therefore, requesting that you approve my appointment of Mr. Colby Schrumpf to the vacant seat on the Silver Lake Commission, which term would expire in March 2028.

If you have any questions about this appointment, please contact me.

APPLICATION FOR APPOINTMENT TO CITY OF HIGHLAND BOARDS AND COMMISSIONS



Please print or type.

Name Colby Dean Schrumpf
First Middle Last

Home Address 12180 R and T rd. Highland 62249
Street City Zip

Date of birth: 11/28/1982 Do you reside within the City limits? ☐ Yes ☒ No How long?

Home Telephone _____ Daytime Telephone 618-779-6602

Occupation Project Manager Place of Employment Frey Properties

E-Mail Address(es) colby@frey-properties.com

Have you ever been convicted of a felony? ☐ Yes ☒ No

List Board(s) or Commission(s) you're interested in: Silver Lake Advisory Commission

What experience do you possess that you believe qualifies you to serve? A good understanding of Silver Lake and the natural resources involved with it. I would be interested in making it a better resource for the community and surrounding areas to enjoy while sustaining its natural beauty.

Please list your interests/hobbies: Spending time with family and friends, and everything outdoors. Fishing, hunting, boating, hiking and exercising.

You may attach additional information to support this application.

References: Chris Conrad 618-654-9891
Name Address Phone

Ryan Hummert 618-910-3531
Name Address Phone

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

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

Signature of Applicant Colby A Date 4/9/25

Return completed applications to:
Lana Hediger, Deputy Clerk
City Hall, 1115 Broadway



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: April 9, 2025
Subject: Extension of City and CSX agreement to cross at Power Plant

RECOMMENDATION

I recommend that you seek council approval to sign and pay the fees for the extension amendments to the original agreements which expired May 31, 2024.

DISCUSSION

These agreements were put in place on August 2, 2004 to allow us to encroach on CSX property crossing the railroad with a 3 phase power line and a dedicated SCADA fiber. The original agreements and payments were valid for 20 years and cost \$6,000.00 each for a total of \$12,000.00. We continue to require this agreement as our power lines feeding the city cross the railroad just north of the Power Plant property. The proposed extension amendments are for 25 additional years at a cost of \$5,200.00 each for a total of \$10,200.00.

FISCAL IMPACT

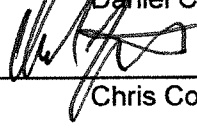
As we were unaware of this agreement or the need for its renewal, this is no allocated budget for this payment however for a total of \$10,200.00 between the two crossing agreements covering 25 years, I am confident we can absorb it in our current budget.

CONCURRENCE

Recommended by:


Daniel Cook, Director of Light & Power

Approved by:


Chris Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF HIGHLAND,
ILLINOIS AND CSX TRANSPORTATION, INC FOR THE EXTENSION OF CITY'S
USE OF EXISTING ELECTRICAL WIRES AND FIBER**

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 CSX Transportation Inc. ("CSX") entered into an agreement on August 2, 2004, for the use and maintenance of existing wire or cable, solely for the transmission of electrical power only through or on metal strand wires and for one (1) pole located at Valuation Station 11062+11, Milepost QS-209.51, St. Louis Line Subdivision ("Electrical Agreement") (See **Exhibit A**); and

WHEREAS, City and CSX entered into an agreement on August 2, 2004, for the use and maintenance of existing wire or cable, solely for the transmission of voice communication or other data only, via optical waveguide, through a solid core of glass or plastic fiber material over or across property located at Valuation Station 11062+11, Milepost QS-209.51, St. Louis Line Subdivision ("Fiber Agreement") (See **Exhibit B**)

WHEREAS, the Electrical Agreement and the Fiber Agreement expired on May 31, 2024; and

WHEREAS, CSX desires to extend the terms of the Electrical Agreement for a duration from May 31, 2024 to May 31, 2049 for a one-time payment of \$5,100.00 per line ("CSX Electrical Amendment") (See **Exhibit C**); and

WHEREAS, CSX desires to extend the terms of the Fiber Agreement for a duration from May 31, 2024 to May 31, 2049 for a one-time payment of \$5,100.00 per line ("CSX Fiber Amendment") (See **Exhibit D**); and

WHEREAS, City would be required to pay a one-time payment for the Electrical Amendment and the Fiber Amendment for a total cost of \$10,200.000; and

WHEREAS, the Director of Light and Power has informed City of the desire to approve the CSX Electrical Amendment and the CSX Fiber Amendment; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the CSX Electrical Amendment and the CSX Fiber Amendment (See **Exhibit C and D**); 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 approve the CSX Electrical Amendment and the CSX Fiber Amendment (**Exhibit C and D**).

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

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

Section 2. The CSX Electrical Amendment (**Exhibit C**) is approved.

Section 3. The CSX Fiber Amendment (**Exhibit D**) is approved.

Section 4. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to enter the CSX Electrical Amendment (**Exhibit A**) and the CSX Fiber Amendment (**Exhibit B**).

Section 5. That this Resolution shall be known as Resolution No. _____ and shall be effective upon adoption with implementation date of April 21, 2025.

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 _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

WIRELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of August 2, 2004, by and between CSX TRANSPORTATION, INC., a Virginia corporation, as Operator for New York Central Lines LLC, a Delaware limited liability company, a wholly-owned subsidiary of Consolidated Rail Corporation, a Pennsylvania corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter, jointly called "Licensor," and CITY OF HIGHLAND, a municipal corporation, political subdivision or state agency, under the laws of the State of Illinois, whose mailing address is 2610 Plaza Drive, Highland, Illinois 62249, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to use and maintain an existing wire or cable, solely for the transmission of electrical power only, through or on metal strand wire(s), hereinafter called "Wireline," and the occupation of one (1) pole, on, over or across property owned or controlled by Licensor at or near Highland, County of Madison, State of Illinois, located at Valuation Station 11062+11, Milepost QS-209.51, St. Louis Line Subdivision, hereinafter called the "Crossing," as shown on print of Licensee's Drawing PA-2004-02-1, dated June 29, 2004, attached hereto and made a part hereof; other details and data pertaining to said Wireline being as indicated on Licensee's Application Form, dated July 21, 2004, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to maintain, repair, renew, operate, use, alter or change said Wireline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Wireline, as used herein, shall include only the wires and/or cables, poles, guys, anchors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional wireline or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Crossing except upon prior separate written consent of Licensor.

2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of SIX THOUSAND AND 00/100 U.S. DOLLARS (\$6,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Wireline or Crossing.

2.3 This Agreement shall terminate upon the earlier of: (1) May 31, 2024, or (2) as herein provided, but shall also terminate upon (a) Licensee's cessation of use of the Wireline or occupancy for the purpose(s) above, (b) removal of the Wireline, (c) subsequent mutual consent, and/or (d) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Wireline and appurtenances, and/or maintenance thereof, or for any public works project of which said Wireline is a part.

3. MAINTENANCE AND REPAIRS:

3.1 Licensee shall maintain, relocate, repair, renew, alter, and/or remove said Wireline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor, or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Crossing.

3.2 Location and construction of Wireline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Wireline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Wireline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Wireline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Wireline.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use by Licensee of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) or certificate(s) of approval from any Federal, State, or local public authorities having jurisdiction over the Crossing or its intended use and, to the extent required by State law, shall thereafter observe and comply with all applicable requirements of such public authorities, and all applicable laws and regulations and future modifications thereof, including any state "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of Wireline, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Remain responsible for any settlement of any disturbed track(s) or roadbed for a period of one (1) year subsequent to completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way or property necessitate any change of location, height or depth in Wireline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Wireline or Crossing to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. WIRE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Wireline or Crossing in relation to the existing tracks and facilities, and shall relocate Wireline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Wireline (including any change in voltage or gauge of wire), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Wireline/Crossing herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Wireline, in the reasonable judgment of Licensor, causes: (a) interference (including, but not limited to, physical interference, interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Wireline or its installation as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Wireline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Wireline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law, shall defend, indemnify and save Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Wireline or any structure in connection therewith, or the restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of Wireline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Wireline or Property in, on or over the Crossing, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall

include the Wireline and property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for sole benefit of Licensee.

9.3 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.4 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee or Licensee's contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall require its Contractor to arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 Specifically to cover construction and/or demolition activities within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall first procure, at Licensor's current rate at time of request, Railroad Protective Liability (RPL) insurance from Licensor to cover the cost of adding

this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Wireline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of railroad emergency), unless such work cannot be completed within said time period but Licensee has commenced and is diligently prosecuting such remedy, Licensor shall have the option of immediately terminating this Agreement, and of revoking the privileges and powers hereby conferred, regardless of

license fee(s) having been paid in advance for any annual or other period. Upon such termination, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Wireline from the Crossing. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Wireline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer(Western Division, 14955 Sprague Road, Strongsville, OH 44136) at least five (5) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licenser written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licenser expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licenser's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licenser, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licenser for any loss, cost or expense Licenser may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licenser occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licenser's title for any particular Crossing(s) or segment of Right of Way occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licenser does not warrant title to any Right-of-Way and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licenser in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licenser to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licenser, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licenser under any other facts or rights, Licenser merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licenser continues its own occupation, use or control. Licenser does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licenser in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licenser's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right, title, or interest in License to said property other than the license herein created.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Wireline and Crossing are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the date and year first above written.

Witness for Licensor:

Nancy T. Reynolds

CSX TRANSPORTATION, INC.

By: Judith A. Vaughn

Print/Type Name: Judith A. Vaughn
Director

Print/Type Title: Corridor & Contract Administration

Witness for Licensee:

Barbara Bell

CITY OF HIGHLAND

By: [Signature]

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Darin W. Girdler

Print/Type Title: City Manager

Tax ID No. 37-6001429

Authority under Ordinance or

Resolution No. 04-09-1533

dated September 7, 2004



EXISTING UTILITY CROSSINGS IDENTIFIED THROUGH ENCROACHMENT AUDIT

 Agreement No.: NYC #57053619

 Application Date: July 21, 2004

Utility Owner Information:

- Complete Legal Name of applicant as it should appear in a legal document
City of Highland
- Company Contact Name: George Stram
Title: Engineering Technician
- Telephone: (618) 654-7511 Fax: (618) 654-1901 E-Mail: gstram@ci.highland.il.us
- Street Address: 2610 Plaza Drive City: Highland State: IL Zip: 62249
- Type of business:
☐ Corporation (State of incorporation) ☐ Partnership (Type and State of Partnership)
☐ Individual ☐ Developer ☒ Municipality ☐ Other

Project Information:

- Your Reference Number: N/A
- If this installation is to be a supplement to your master (general) agreement, furnish:
Agreement Number: N/A Date: N/A
- Town Location: Highland County: Madison State/Province: Illinois
- Is this both a Crossing and Parallelism? ☐ Yes ☒ No Length Paralleling: N/A
- Number of tracks crossed: Two Angle of crossing 73°
- Crossing location: 258.9 feet EAST (direction) from Railroad Milepost: 210
- Parallelism location: Beginning: N/A feet N/A (direction) from RR Milepost: N/A
and Ending: N/A feet N/A (direction) from RR Milepost: N/A
- Is line entirely within a public road right-of-way? ☒ No ☐ Yes - DOT/AAR Crossing No.: N/A
- Number of ☐ Manholes ☐ Handholes ☐ Pull boxes ☐ Other (describe) 0
located within Railroad corridor.
- Distance from manholes/handholes/pull boxes/other to nearest track: N/A

Wires/Cables Only:

- Type of Crossing: ☒ Electric ☐ CATV ☐ Telephone ☐ Communications
☐ Other (explain):
- Conductor Material: ☐ Copper ☒ Aluminum ☐ Fiber Optic & Fiber Count
- ☒ AC ☐ DC: Voltage: 13200 No. of Phases: 3 Amperes: 78 Hertz: 60
- Maximum Voltage: 13200 Maximum Current: 540 A
Maximum Fault to Ground: 9.086 kA AWG Gauge: 336 MCM
- No. Poles on Railroad R/W: 2 Distance from pole to nearest track: 23.1 feet
- Please check one:
☐ Subgrade facilities: (For the purpose of this application, Conduit or Innerduct shall mean a single duct or pipe suitable for housing cables or wires).
 No. of Conduit(s): N/A Total Filled Conduit(s): N/A Total Empty Conduit(s): N/A
 No. of Cables or Lines in each Conduit: N/A No. of Conductors in each Cable or Line: N/A
☒ Aerial facilities: Height of wires above top of rail at 60°f: 30.8 feet

Pipelines Only:

- Pipe Size: N/A
- Product being Conveyed: ☐ Potable water ☐ Storm water ☐ Raw/treated sewage ☐ Natural gas
☐ Other (explain):
- Pressure: N/A Flammable: ☐ Yes ☐ No
- Carrier Pipe material: N/A Casing pipe material: N/A

Railroad Use Only:

- Absolute No.: V64134 Valuation Section/Map No.: V5/33.75
- Division WESTERN (GREAT LAKES) Subdivision ST. LOUIS LINE No. of Crossings: 1
- Milepost: DS 209.51 Roadmaster No.: 610 Contr. Type: WIPWX

This application form must be completed and returned along with a \$750 application and engineering review fee to:

Shane Whitmore, Director - Property Management & Property Services

CSX Transportation, Attention RAMS, 500 Water Street-J180, Jacksonville, FL 32202-4420

Phone: 904-633-4485 Fax: 904-633-4586

WIRELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of August 2, 2004, by and between CSX TRANSPORTATION, INC., a Virginia corporation, as Operator for New York Central Lines LLC, a Delaware limited liability company, a wholly-owned subsidiary of Consolidated Rail Corporation, a Pennsylvania corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter, jointly called "Licensor," and CITY OF HIGHLAND, a municipal corporation, political subdivision or state agency, under the laws of the State of Illinois, whose mailing address is 2610 Plaza Drive, Highland, Illinois 62249, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to use and maintain an existing wire or cable, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, hereinafter called "Wireline," over or across property owned or controlled by Licensor at or near Highland, County of Madison, State of Illinois, located at Valuation Station 11062+11, Milepost QS-209.51, St. Louis Line Subdivision, hereinafter called the "Crossing," as shown on print of Licensee's Drawing PA-2004-0201, dated June 29, 2004, attached hereto and made a part hereof; other details and data pertaining to said Wireline being as indicated on Licensee's Application Form, dated July 21, 2004, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to maintain, repair, renew, operate, use, alter or change said Wireline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Wireline, as used herein, shall include only the wires and/or cables, poles, guys, anchors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional wireline or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Crossing except upon prior separate written consent of Licensor.

2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS (\$4,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Wireline or Crossing.

2.3 This Agreement shall terminate upon the earlier of: (1) May 31, 2024 , or (2) as herein provided, but shall also terminate upon (a) Licensee's cessation of use of the Wireline or occupancy for the purpose(s) above, (b) removal of the Wireline, (c) subsequent mutual consent, and/or (d) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Wireline and appurtenances, and/or maintenance thereof, or for any public works project of which said Wireline is a part.

3. MAINTENANCE AND REPAIRS:

3.1 Licensee shall maintain, relocate, repair, renew, alter, and/or remove said Wireline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor, or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Crossing.

3.2 Location and construction of Wireline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Wireline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Wireline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Wireline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Wireline.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use by Licensee of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) or certificate(s) of approval from any Federal, State, or local public authorities having jurisdiction over the Crossing or its intended use and, to the extent required by State law, shall thereafter observe and comply with all applicable requirements of such public authorities, and all applicable laws and regulations and future modifications thereof, including any state "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of Wireline, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Remain responsible for any settlement of any disturbed track(s) or roadbed for a period of one (1) year subsequent to completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way or property necessitate any change of location, height or depth in Wireline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Wireline or Crossing to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. WIRE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Wireline or Crossing in relation to the existing tracks and facilities, and shall relocate Wireline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Wireline (including any change in voltage or gauge of wire), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Wireline/Crossing herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Wireline, in the reasonable judgment of Licensor, causes: (a) interference (including, but not limited to, physical interference, interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Wireline or its installation as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Wireline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Wireline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law, shall defend, indemnify and save Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Wireline or any structure in connection therewith, or the restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of Wireline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Wireline or Property in, on or over the Crossing, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall

include the Wireline and property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for sole benefit of Licensee.

9.3 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.4 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee or Licensee's contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall require its Contractor to arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 Specifically to cover construction and/or demolition activities within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall first procure, at Licensor's current rate at time of request, Railroad Protective Liability (RPL) insurance from Licensor to cover the cost of adding

this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Wireline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of railroad emergency), unless such work cannot be completed within said time period but Licensee has commenced and is diligently prosecuting such remedy, Licensor shall have the option of immediately terminating this Agreement, and of revoking the privileges and powers hereby conferred, regardless of

license fee(s) having been paid in advance for any annual or other period. Upon such termination, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Wireline from the Crossing. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Wireline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer(Western Division, 14955 Sprague Road, Strongsville, OH 44136) at least five (5) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Crossing(s) or segment of Right of Way occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right, title, or interest in License to said property other than the license herein created.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Wireline and Crossing are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, or (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the date and year first above written.

Witness for Licensor:

Nancy T. Reynolds

CSX TRANSPORTATION, INC.

By: Judith A. Vaughn

Print/Type Name: Judith A. Vaughn
Director

Print/Type Title: Corridor & Contract Administration

Witness for Licensee:

Barbara Bell

CITY OF HIGHLAND

By: [Signature]

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Darin W. Girdler

Print/Type Title: City Manager

Tax ID No. 37-6001429

Authority under Ordinance or
Resolution No. 04-09-1533,
dated September 7, 2004.

AMENDMENT

THIS AMENDMENT, made and effective as of April 2, 2025, (the “Effective Date”), by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HIGHLAND, a municipal corporation, political subdivision or state agency, under the laws of the State of Illinois, whose mailing address is 2610 Plaza Drive, Highland, Illinois 62249, hereinafter called "Licensee," WITNESSETH:

WHEREAS, by agreement dated August 2, 2004 (the “Agreement”), Licensor provided the Licensee the desire to construct and maintain a wireline crossing, solely for the transmission of electrical power, through or on metal strand wire(s), hereinafter called the "wireline," under, over, or across property owned or controlled by Licensor;

WHEREAS, the Agreement will terminate effective May 31, 2024 and Licensee desires to extend the term of the Agreement;

WHEREAS, Licensor is agreeable to amend the Agreement subject to the terms and conditions of this Amendment;

NOW THEREFORE, this Amendment will serve to amend the Agreement as follows:

1. Section 2.3 of the Agreement is hereby amended to include an additional term of the Agreement from May 31, 2024 to May 31, 2049 (the “Renewal Term”).
2. As consideration for the Renewal Term, Licensee agrees to pay Licensor as follows:
 - a. Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Amendment.

Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in effect.

[signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

Witness for Licensor:

CSX TRANSPORTATION

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF HIGHLAND

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

AMENDMENT

THIS AMENDMENT, made and effective as of April 2, 2025, (the “Effective Date”), by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HIGHLAND, a municipal corporation, political subdivision or state agency, under the laws of the State of Illinois, whose mailing address is 2610 Plaza Drive, Highland, Illinois 62249, hereinafter called "Licensee," WITNESSETH:

WHEREAS, by agreement dated August 2, 2004 (the “Agreement”), Licensor provided the Licensee the desire to construct and maintain a wireline crossing, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, hereinafter called the "wireline," under, over, or across property owned or controlled by Licensor;

WHEREAS, the Agreement will terminate effective May 31, 2024 and Licensee desires to extend the term of the Agreement;

WHEREAS, Licensor is agreeable to amend the Agreement subject to the terms and conditions of this Amendment;

NOW THEREFORE, this Amendment will serve to amend the Agreement as follows:

1. Section 2.3 of the Agreement is hereby amended to include an additional term of the Agreement from May 31, 2024 to May 31, 2049 (the “Renewal Term”).
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[signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

Witness for Licensor:

CSX TRANSPORTATION

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF HIGHLAND

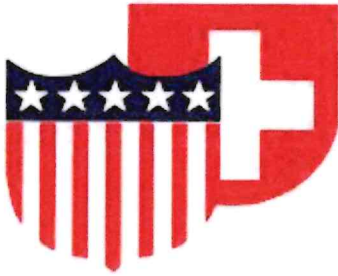
By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____



CITY OF HIGHLAND

To: Mayor and Council Members
From: Mallord Hubbard, Director of Economic Development
Date: April 11, 2025
Subject: Approval to Renew Façade Improvement Program for Business District A

RECOMMENDATION

I am recommending the Council approve an Ordinance continuing the Façade Improvement Program for FY26 for all businesses within Business District A.

DISCUSSION

The Façade Improvement Program is designed to incentivize commercial building owners to make exterior repairs and improvements to enhance their buildings. Staff believes this program encourages additional investments in our Business District and results in an increase in property values.

FISCAL IMPACT

Funding of \$75,000 will be budgeted from Business District A for this item.

Recommended by: 
Mallord Hubbard, Director of Economic Development

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING RENEWAL OF THE “BUSINESS DISTRICT A”
COMMERCIAL BUILDING FAÇADE IMPROVEMENT PROGRAM
FOR MAY 1, 2025 THROUGH APRIL 30, 2026**

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

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

WHEREAS, City has determined, on March 18, 2019, City passed an Ordinance Dissolving and Terminating Highland Business District B, and passed an Ordinance Amending Ordinance No. 2815, Establishing the Highland Business District A, Approving a Business District Plan, Authorizing the Imposition of Collection of a Sales Tax Within Such Business District, and Approving Certain Actions in Connection with the Establishment of Such Business District (*See* Business District A as Amended attached hereto as **Exhibit A**); and

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

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

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

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

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

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to allocate \$75,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to be paid out between May 1, 2025 and April 30, 2026; and

WHEREAS, City shall not award incentives under the Façade Improvement Program during the 2025-2026 Fiscal Year in an amount to exceed \$75,000; and

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

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

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

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

And

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

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

and

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

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

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

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

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

WHEREAS, City has determined only completed applications that include all required documents and information will be accepted, estimates provided in applications are for budgeting purposes only, and reimbursements will not exceed any estimate and will be based solely on submitted receipts approved by City as eligible for reimbursement under the Façade Improvement Program; and

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

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

and

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

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

and

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

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

1. Applicant must enter the Façade Improvement Program Agreement;
2. The façade repair and/or improvement must commence within 90 days of approval;
3. Façade Improvement Program incentive payments shall only be disseminated once the authorized façade construction has been completed and verified by the City, and receipts have been submitted, verified, and approved by City;
4. Façade Improvement Program incentive payments may be disseminated to the applicant within 45 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline;
5. All Façade Improvement Program applications must be approved by City Council before the commencement of the façade improvement to be eligible for the incentive payment;
6. All work is subject to prevailing wage requirements. Applicant must demonstrate compliance with this requirement.

And

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

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

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

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

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

Section 2. The Façade Improvement Program, as stated herein and according to the Façade Improvement Program Application (**Exhibit B**) and the Façade Improvement Program Agreement (**Exhibit C**), is approved.

Section 3. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

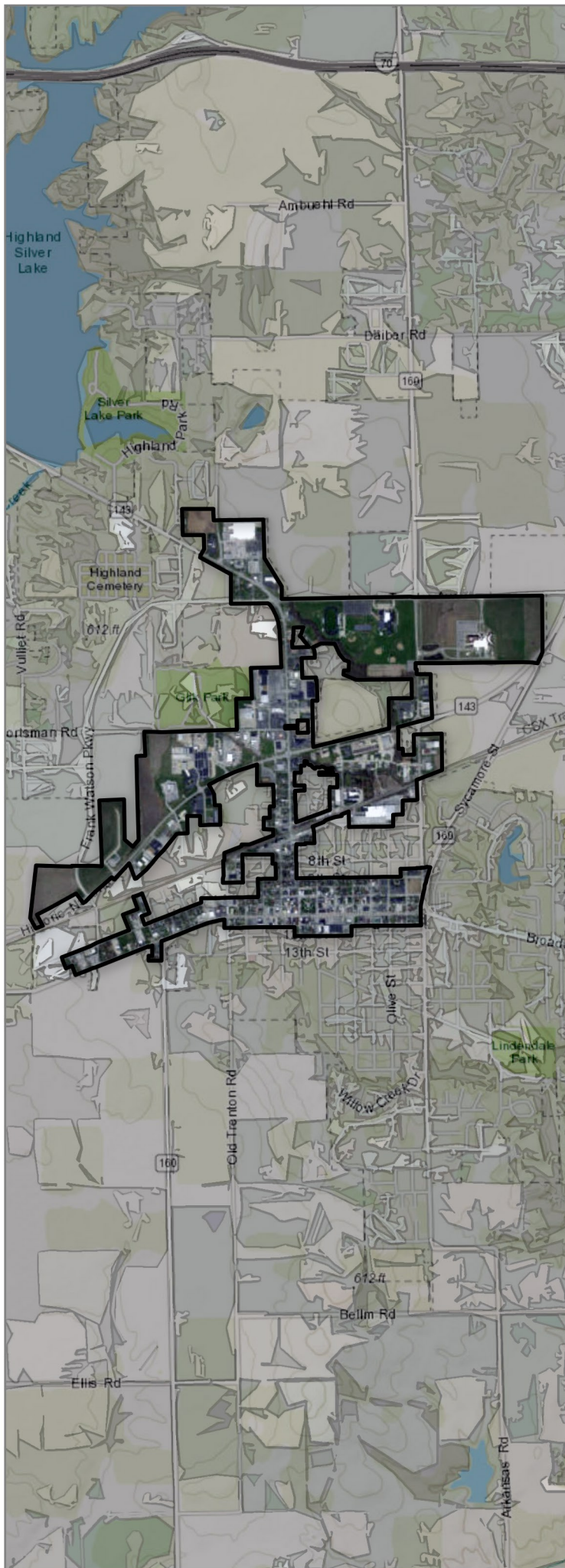
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



BUSINESS DISTRICT A AS AMENDED

BUSINESS DISTRICT REDEVELOPMENT PLAN & PROJECT

February 4, 2019

The City of
HIGHLAND, IL



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EXHIBITS

Exhibit A	Original Boundary Map.	Following Page 2
Exhibit B	Amended Boundary Map.	Following Page 2
Exhibit C	Existing Land Use.	Following Page 8
Exhibit D	EAV Loss	Following Page 8

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SECTION I. INTRODUCTION

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

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

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

II-A. Blight Analysis of Amended Area

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

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- B. Policies
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III-C. Findings and Completion of Obligations

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

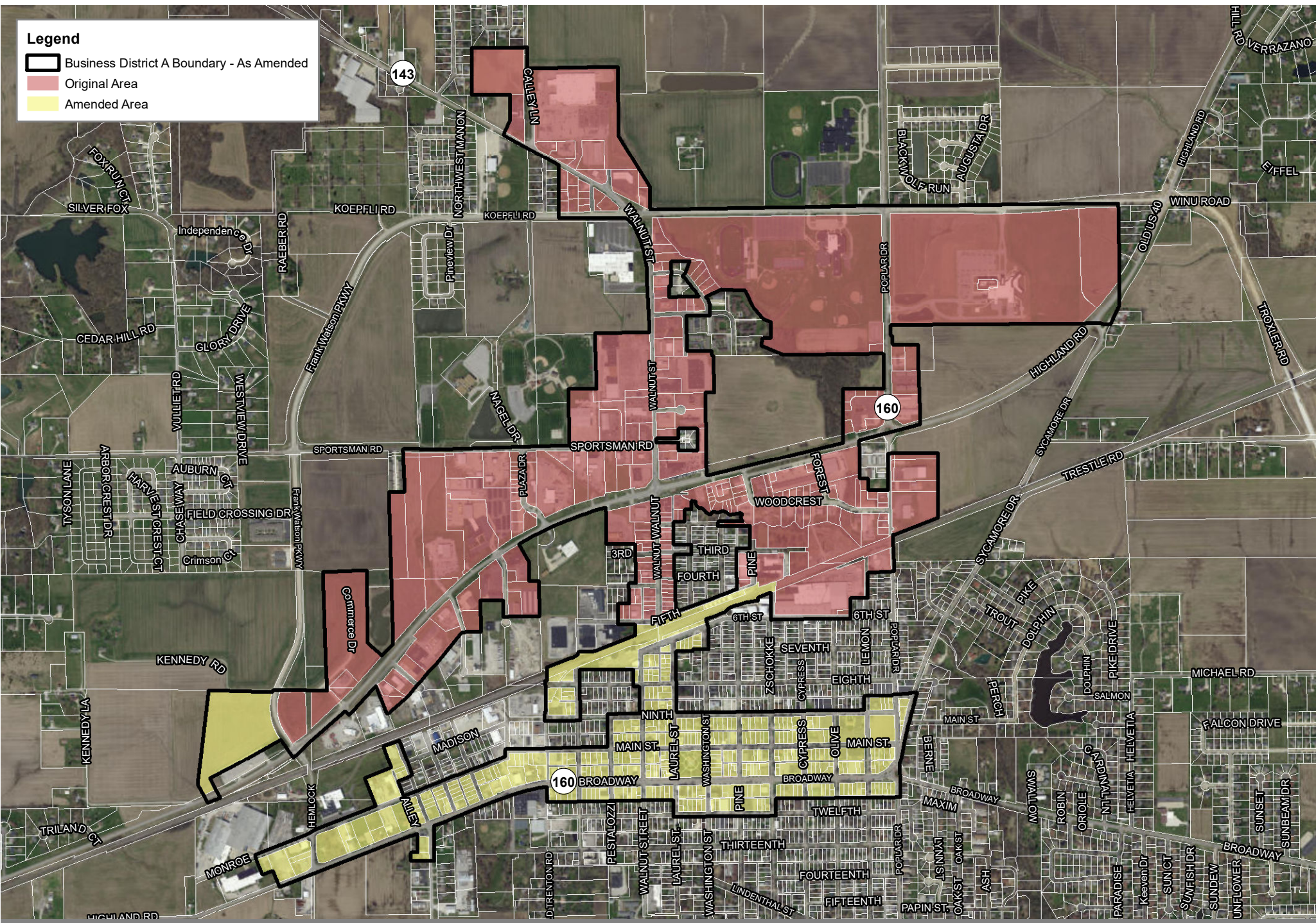


EXHIBIT A - AMENDED AREA
BUSINESS DISTRICT A - AS AMENDED
Highland, IL



Legend

Business District A Boundary - As Amended

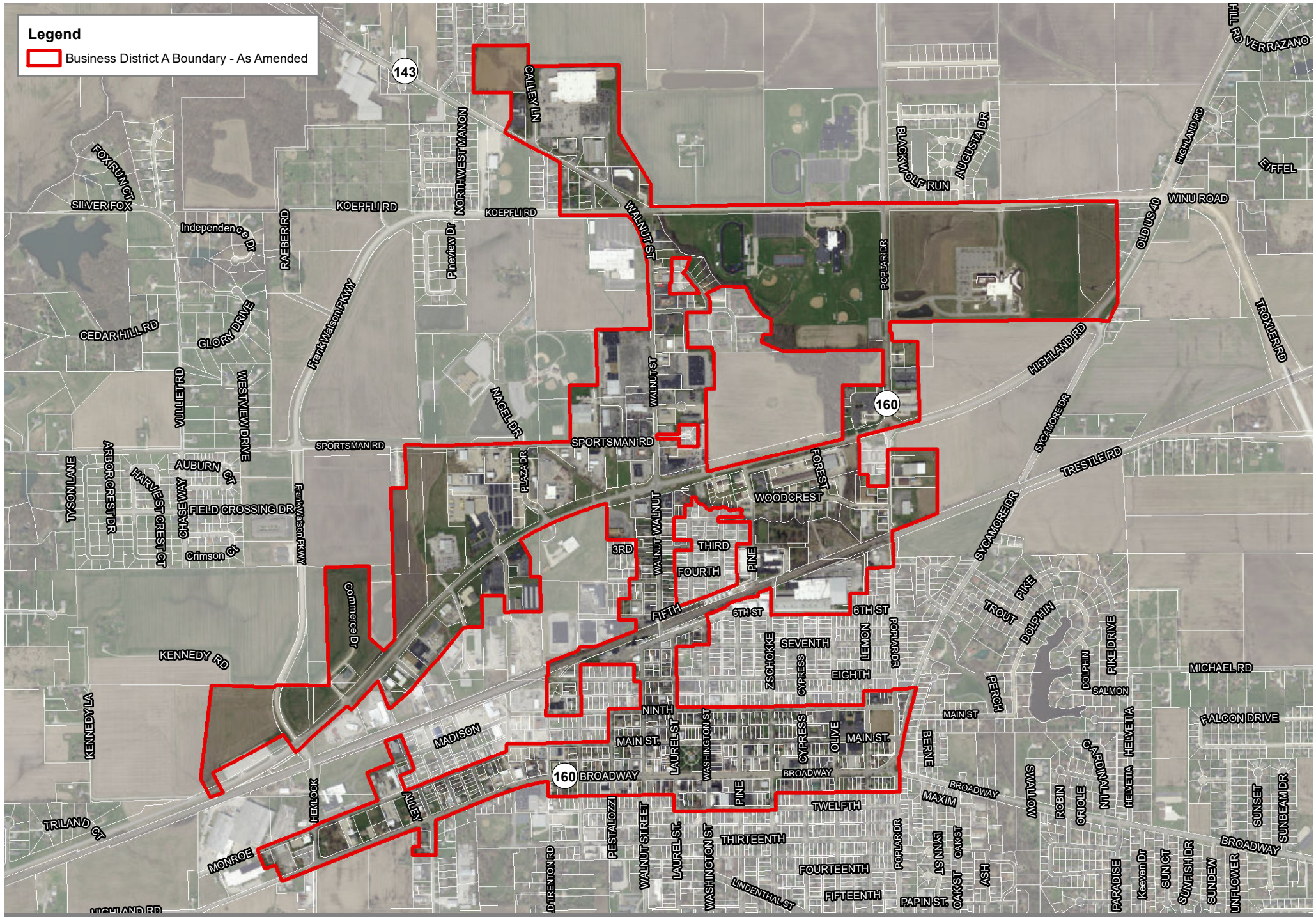
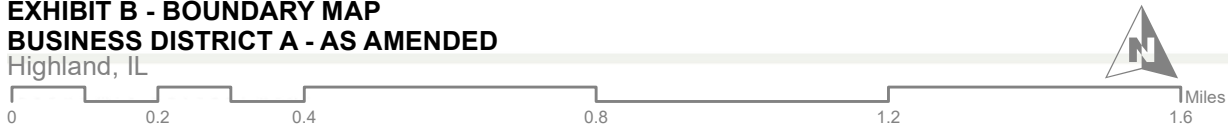


EXHIBIT B - BOUNDARY MAP
BUSINESS DISTRICT A - AS AMENDED
 Highland, IL



SECTION II. AMENDMENT TO BUSINESS DISTRICT REDEVELOPMENT PLAN

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

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

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

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

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

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

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

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

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

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

SECTION II-A. BLIGHT ANALYSIS OF AMENDED AREA

A. Introduction

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

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

B. Statutory Qualifications

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

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

C. Investigation and Analysis of Blighting Conditions

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

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

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

D. The Proposed Amended Area

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

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

E. Review of Findings & Qualifications of the Amended Area

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

- **Deterioration of Site Improvements**

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

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

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

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

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

- **Improper Subdivision or Obsolete Platting**

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

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

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

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

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

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

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

TABLE A – AMENDED AREA EAV GROWTH RATES

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

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

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

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

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

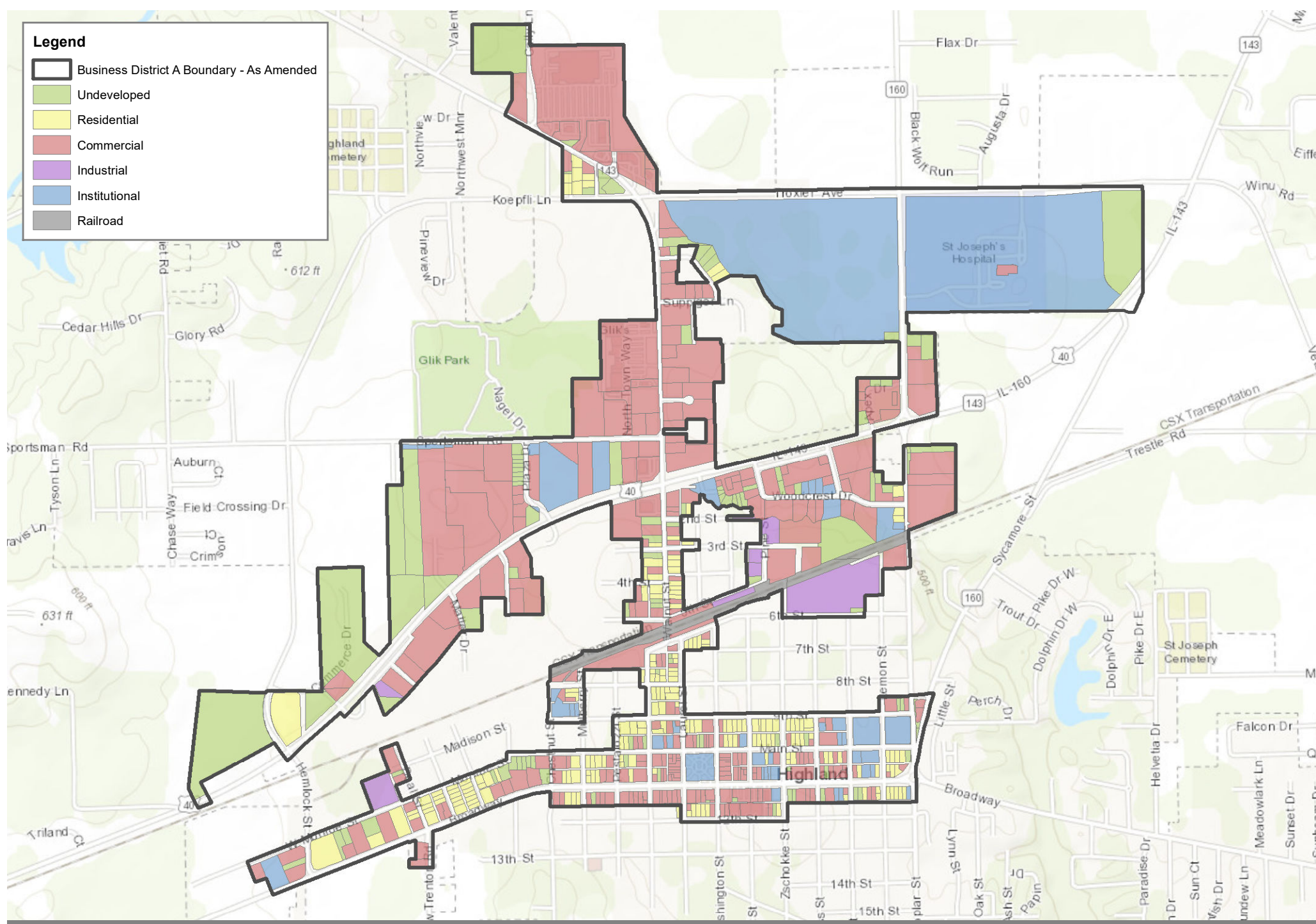


EXHIBIT C - EXISTING LAND USE
BUSINESS DISTRICT A - AS AMENDED
 Highland, IL



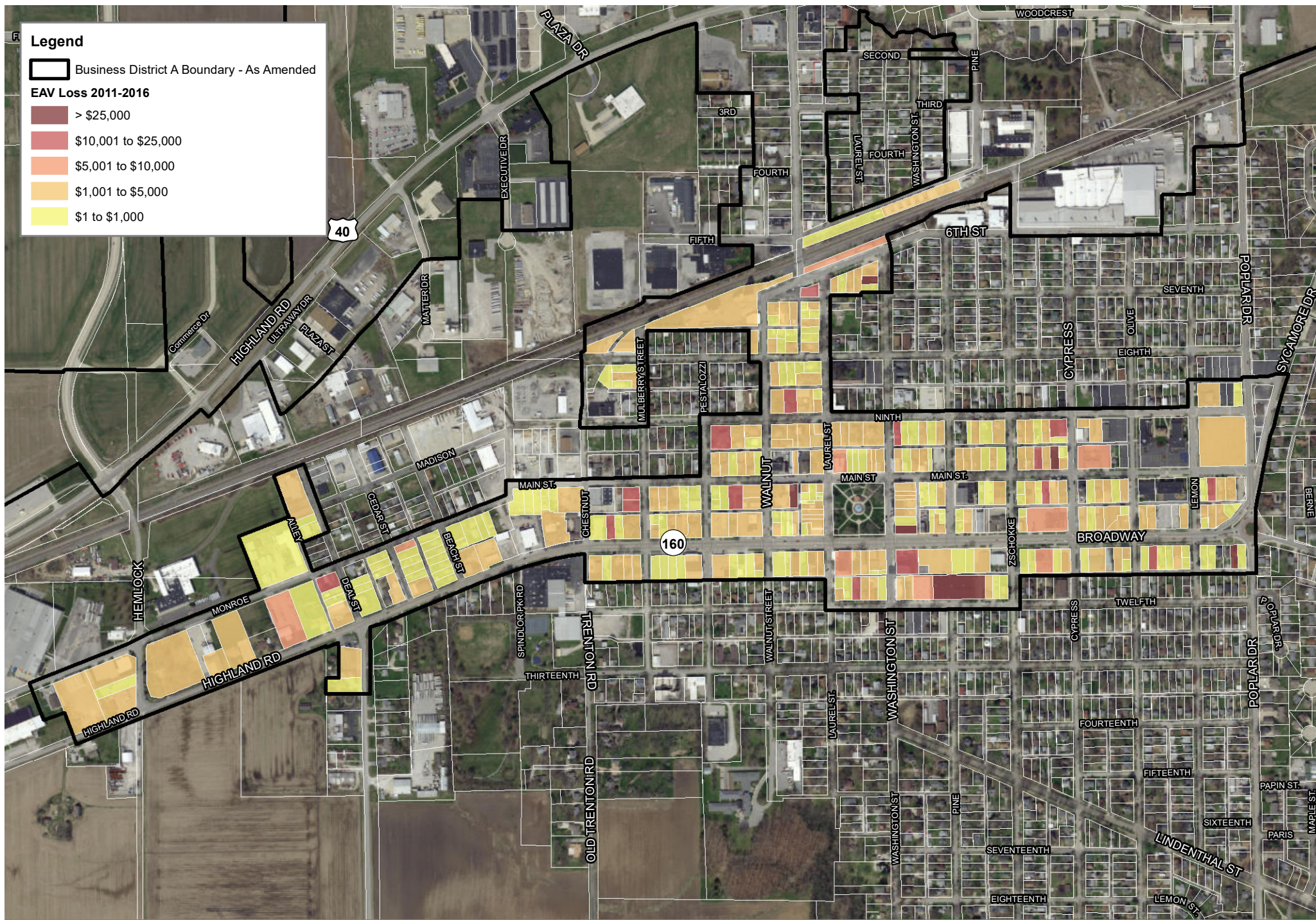


EXHIBIT D - EAV LOSS
BUSINESS DISTRICT A - AS AMENDED
 Highland, IL



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

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

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

F. Qualification Summary & Findings

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

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

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

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

SECTION II-B. AMENDED BUSINESS DISTRICT REDEVELOPMENT PLAN

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

A. Objectives

The objectives of the Plan are to:

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

B. Policies

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

These policies include:

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

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

C. Components of the Amended Business District Plan

1. Boundary Delineation

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

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

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

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

2. The Development Project

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

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

Key Projects for the Plan include:

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

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

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

3. Name of Business District

The name of the District is Business District A.

4. Estimated Business District Project Costs

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

TABLE B - ESTIMATED AMENDED BUSINESS DISTRICT PROJECT COSTS

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

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

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

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

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

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

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

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

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

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

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

SECTION II-C. FINDINGS AND COMPLETION OF OBLIGATIONS

A. Formal Findings

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

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

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

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

The Amended Business District Area is a blighted area; that, by reason of defective, non-existent, or inadequate street layout, existence of conditions which threaten property by fire, and improper subdivision or obsolete platting. These factors, in combination, constitute an economic and social liability of the Amended Area in its present condition and use, and create a menace to public health, safety, or welfare.

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

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

B. Completion of Business District Projects / Retirement of Obligations

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

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APPENDIX A

ORIGINAL BUSINESS DISTRICT REDEVELOPMENT PLAN

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BUSINESS DISTRICT A

REDEVELOPMENT PLAN & PROJECT

August 21, 2017

The City of
HIGHLAND, IL

MORAN

ECONOMIC DEVELOPMENT

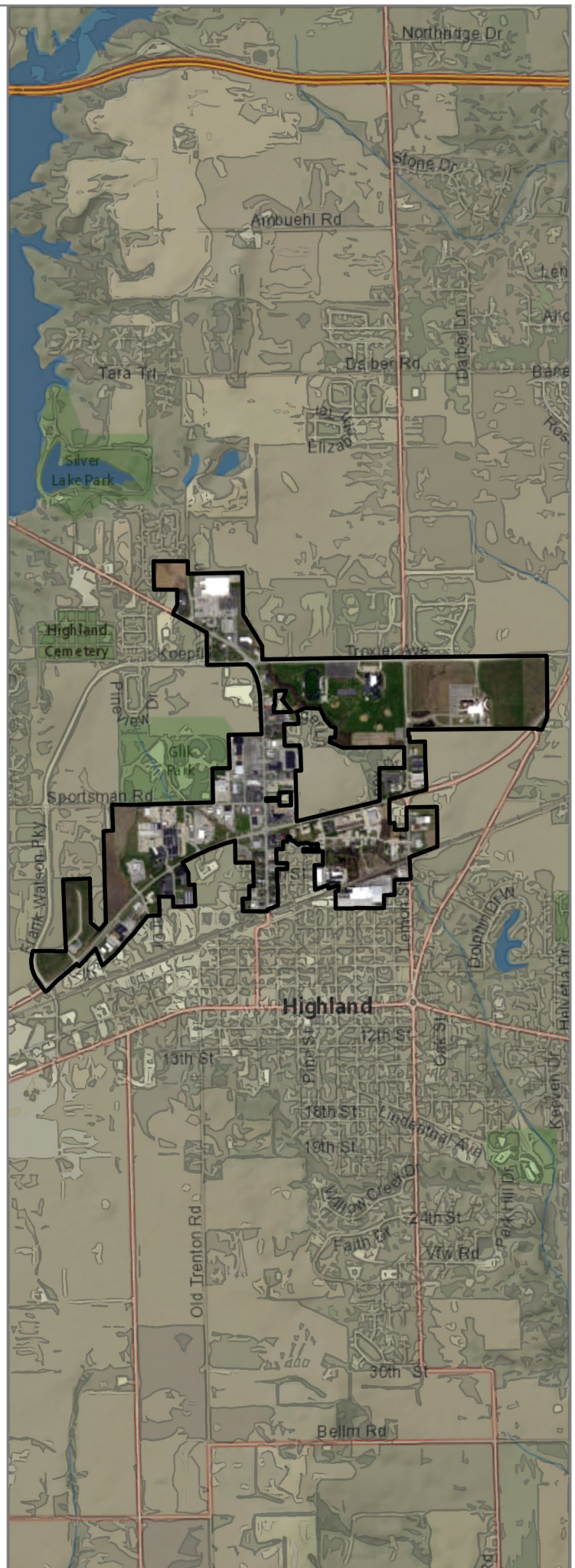


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IV. Business District Development Plan	11
V. Findings and Completion of Obligations	16

EXHIBITS

Exhibit A	Boundary Map.	Following Page 2
Exhibit B	Existing Land Use Map	Following Page 2
Exhibit C	EAV Loss	Following Page 10

TABLES

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APPENDICES

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SECTION I. INTRODUCTION

Municipalities are authorized to create Business Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the “Act”). The Act sets forth the requirements and procedures for establishing a Business District and a Business District Plan. The purposes of this Plan are to provide a document that demonstrates that the Business District (as defined below) is blighted, provide actions and activities to eradicate the blighting conditions found in this portion of the City, and assist in the development of the Business District. This Plan also identifies those activities, sources of funds, procedures, and other necessary requirements needed to implement the Plan, and use the sales tax and hotel taxes if any, raised within the District to pay for certain eligible District costs. The City of Highland (the “City”) desires to encourage investment and development throughout the City and within the Business District Area (the “Area”). The Comprehensive Plan for the municipality as whole states that the City utilize a variety of economic development tools to assist with the City’s economic development goals and objectives. Some of these goals include:

- Preserving the City’s small town atmosphere while maintaining the current level of public services, quality of the City’s schools, family-friendly activities, parks, recreational programs and seasonal events;
- Protecting the quality of life in Highland by maintaining high standards of living and working conditions including public safety enhancements;
- Promote existing Highland businesses and recruit key industries to the City’s commercial and industrial areas;
- Commercial redevelopment focused along the City’s existing commercial corridors and commercial districts;

A variety of quality of life improvements throughout the Area are needed to achieve the above mentioned goals, particularly in the form of a new public safety building and a host of infrastructure improvements. Additionally the City desires to enhance the US-40 corridor, the IL-143 corridor, and the corridor leading to the older downtown portion of the City. In order to achieve these goals the City has desired to establish a Business District Redevelopment Plan and Project.

The proposed Business District A (the “District”) encompasses 250 parcels of property and rights-of-way in the City. Generally, the Proposed Business District Area (the “Area”) includes the commercial district of the City along IL-143 and US-40. Parcels adjacent to the intersection of Cally Lane and IL-143 make up the northernmost portion of the boundary, and the Area continues south to take in parcels adjacent to IL-143. At Troxler Avenue the Area extends east to IL-160, and takes in adjacent parcels. The Area takes in properties along IL-143 at the intersection with US-40, and extends south to the railroad tracks. East of this area the properties adjacent to Woodcrest Drive are taken in, which make up the southeastern portion of the boundary. At US-40 the Area continues west-southwest and takes in adjacent properties until reaching Frank Watson Parkway, which makes up the southwestern portion of the boundary. The boundary map for the Area is attached as Exhibit A, with the existing land use map as Exhibit B. The Area is legally described in Appendix A.

The Blight Analysis for the Area was presented to the City Council on August 21, 2017. The Blight Analysis outlined the qualifying factors found in the Area, and this information is referenced within this Business District Plan (the “Plan”).

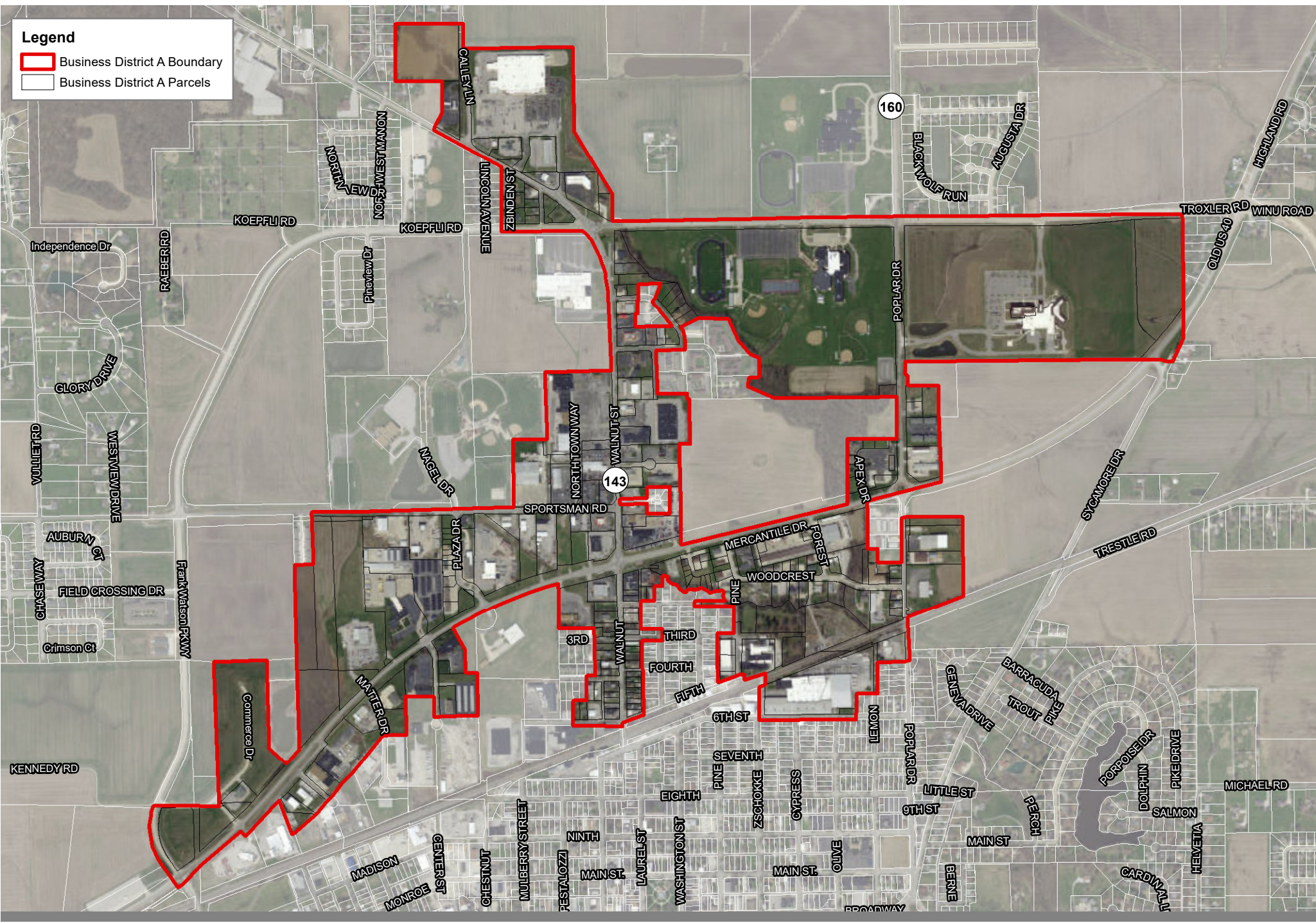


EXHIBIT A - BOUNDARY MAP
BUSINESS DISTRICT A
Highland, IL



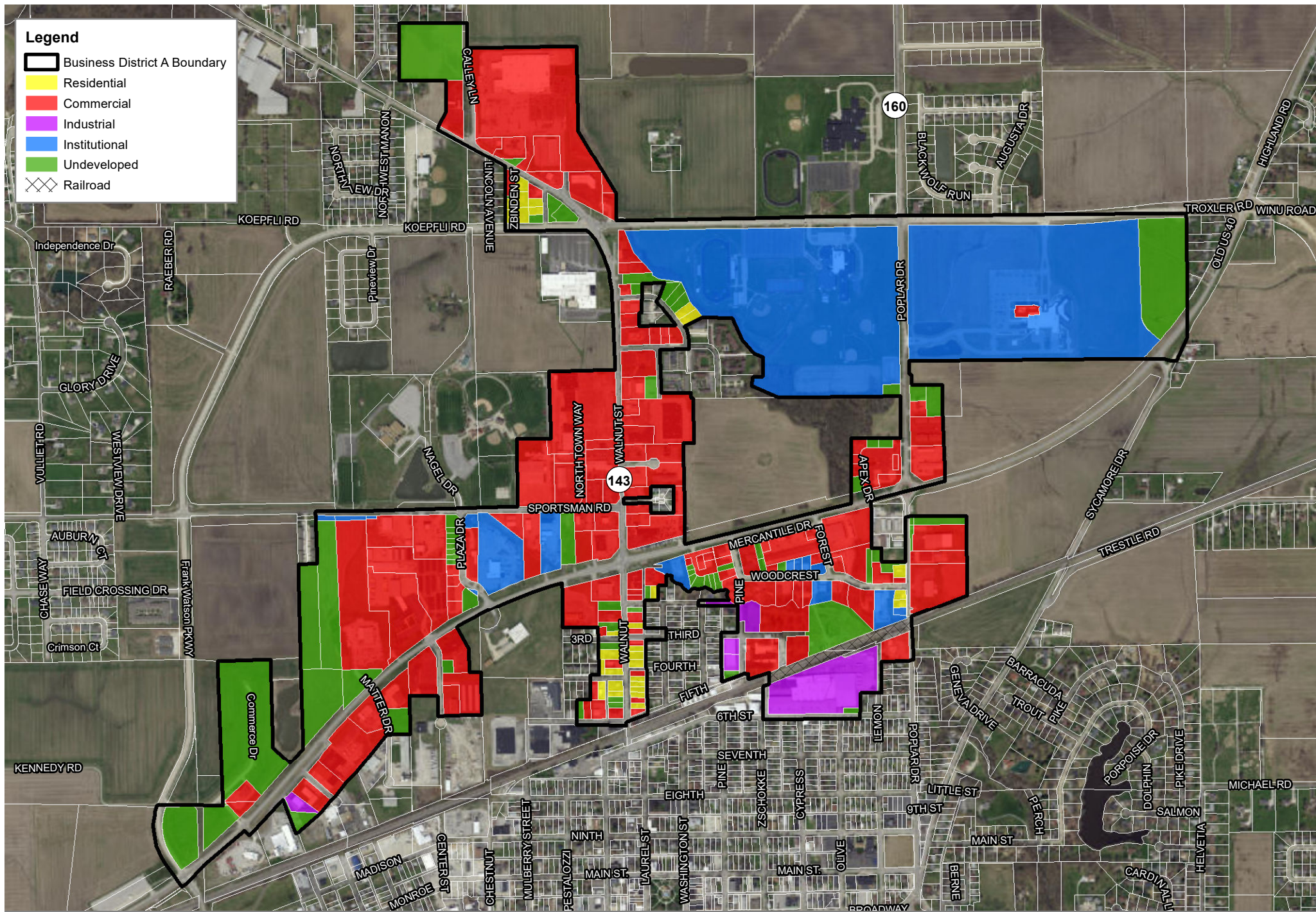


EXHIBIT B - EXISTING LAND USE
BUSINESS DISTRICT A
 Highland, IL



SECTION II. STATUTORY BASIS FOR BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT

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

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

State and its political subdivisions are public purposes and for the public safety, benefit, and welfare of the residents of this State.

- *The exercise of the powers provided in this Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within business districts, municipalities, and the State and its political subdivisions, the creation of employment, and the eradication of blight, if present within the business district, and the use of such powers for the creation, development, improvement, maintenance, and redevelopment of business districts of a municipality is hereby declared to be for the public safety, benefit, and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.*
- *The Act is intended to be used by municipalities to address and eradicate problems that cause areas to qualify as “blighted”, and to carry out development and redevelopment projects that serve this end.*

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

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

- *To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection (11)) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.*
- *Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the*

municipality in connection therewith. To acquire property by eminent domain in accordance with the Eminent Domain Act.

- *To clear any area within a Business District by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.*
- *To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.*
- *To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.*
- *To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.*
- *To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.*
- *To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.*
- *Utilize up to 1% of the revenue from a business district retailers' occupation tax and service occupation tax imposed under paragraph (10) and a hotel operators' occupation tax under paragraph (11) of Section 11-74.3-3 in connection with one business district for eligible costs in another business district that is: (A) contiguous to the business district from which the revenues are received; (B) separated only by a public right of way from the business district from which the revenues are received; or (C) separated only by forest preserve property from the business district from which the revenues are received if the closest boundaries of the business districts that are separated by the forest preserve property are less than one mile apart.*
- *To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.*
- *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a hotel operators' occupation tax in the business*

district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.

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

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

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

SECTION III. BLIGHT ANALYSIS

A. Introduction

Municipalities are authorized to create business districts by the Illinois Municipal Code (65 ILCS 5/11-74.3 et seq. - the "Act"). The Act sets forth the requirements and procedures for establishing a business district and a business district plan. The City has deemed such action desirable in order to remedy existing conditions detrimental to existing development in this portion of the City.

The criteria and individual factors that were utilized in conducting the evaluation of the conditions in the proposed business district (the "District") are outlined on the following pages.

B. Statutory Qualifications

The definitions for qualifying the District as "blighted" are defined in the Act as follows:

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

C. Investigation and Analysis of Blighting Conditions

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

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

- That the exercise of the powers provided in Section 11-74.3-1 (of the Act) is dedicated to the promotion of the public interest and to the enhancement of the tax base of business districts, and the use of such powers for the development and redevelopment of business districts of a municipality is hereby declared to be a public use essential to the public interest.

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

D. The Proposed District

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

E. Review of Findings & Qualifications of the District

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

- **Deterioration of Site Improvements**

The majority of the Area exhibits deteriorated site improvements in some form, which can be classified as either structural or surface improvements. Approximately 63% of the 233 structures in the Area show some sort of notable defects in the structural components, which were common in foundations, exterior walls, roofs, doors, windows, gutters, downspouts, siding, and other fascia materials.

Additionally 60% of the parcels exhibit deteriorated surface improvements. Common forms of this type of deterioration found were cracking sidewalks, unkempt gravel areas, cracked and deteriorated roadway surfacing, potholes, crumbling asphalt, and grass or weed growth in some of the surface improvements. In other portions of the proposed district parking lots, entry ways, alleyways, and driveways lack proper pavement and exhibit clear signs of deterioration.

Other site improvements exhibiting deteriorated conditions were noted in the utilities which serve the properties. The water infrastructure serving the primary commercial corridor in the City, along IL-143, has aged and deteriorated water lines and mains. It is estimated that these are between 60-80 years old and susceptible to breakages. Due to the lack of valves on the line the problem cannot be adequately isolated when breakages do occur, which compounds the issue as the effect on the businesses

becomes widespread. This problem could potentially contribute to the existence of conditions which endanger life or property by fire, an eligibility factor discussed below.

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

The issues noted with the deteriorated utilities in the Area could potentially contribute to the limitation of fire suppression efforts. Having a primary water main in the Area, which is along IL-143, that is aged and in need of replacement is a potential liability to the properties it serves. Additionally this line lacks the requisite number of valves which allow for the isolation of the problem should any breakages occur. However unlikely, should the main experience a breakage at time when fire suppression efforts were needed at any point along that stretch of IL-143 then the spread of fire could pose a significant threat to the properties in the Area.

- **Improper Subdivision or Obsolete Platting**

Improper subdivision is the platting of land in irregular shapes or sizes, resulting in parcels that are difficult to develop to their highest and best use. These difficulties can arise from the property's incompatibility with modern development guidelines or even the City's subdivision code. Numerous properties in the Area exhibit this factor, with property lines that are not congruous with development friendly guidelines. These parcels will need some sort of intervention, either through splits or combinations, in order to be developed properly. Other examples of this factor include parcels that are simply impossible to develop due to the limitations of their dimensions. These types of issues can create significant barriers to development, both in terms of undeveloped properties not conforming to modern developmental guidelines for new development, and in the expansion of existing development being limited due to the deleterious layout of the land.

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

Deterioration of any kind in an area can serve as a deterrent to prospective developers or patrons. Additionally, these conditions contribute to declining property values, which are prevalent throughout the Area. Further, the obsolete platting of some of the properties severely limits the development capabilities of some of the property in the Area. While the District as a whole has seen net positive growth, this growth is largely attributed to the new hospital properties. Without these two parcels the District the remaining parcels would have combined for a net loss since 2011. Of the 250 parcels in the Area, 224 (90%) experienced a loss in total value from 2011 to 2016, as shown in Exhibit C. These parcels combined for over \$1.7M in EAV loss during this time period, and as such illustrate how the Area is an economic liability to the City.

The social liability can be assessed in terms of the loss of property tax revenues which provide for essential services to City residents, particularly police, fire, and emergency services. The Highland Police, Fire, and EMS departments are facing financial challenges and require additional support to maintain current levels of service going forward. The aforementioned property value losses for the majority of the parcels in the Area equates to lost tax revenues

which are used to fund essential services for the public. As such, the District poses as a social liability to the City.

The Area also is economically underutilized. The blighting factors which exist in the Area impede the development of what should be the City's economic growth corridors. The main thoroughfares in the District are some of the most trafficked in the City, with an average annual daily traffic (AADT) count of 8,200 at Troxler Avenue, 11,000 along IL-143, and 8,750 on US-40. Yet nearly all of the parcels have declined in value since 2011, unable to fully capitalize on the high visibility of the region. As such, the Area is economically underutilized.

The blighting conditions in the Area, in combination, create a menace to the public health, safety, and welfare. This is largely represented by the social liability discussed prior, as the predominance of parcels losing value creates a liability to those services funded by the associated tax revenues. When the services are police, fire, and EMS, then there are conditions present which create a menace to public health, safety, and welfare.

F. Qualification Summary & Findings

The District is found to be eligible as "blighted" due to the presence conditions representative of those outlined in the Act. These include:

- Deterioration of Site Improvements
- Existence of Conditions Which Threaten Property by Fire
- Improper Subdivision or Obsolete Platting

The above factors, in combination, contribute to the Proposed District Area being an economic and social liability to the City, an economic underutilization of the Area, and the Area being a menace to public health, safety, or welfare. Additional findings for the Proposed Business District Area include:

- **The Proposed Business District, on the whole, has not been subject to growth and development through private enterprise.**
Nearly all (90%) of the parcels in the Area have had negative EAV growth rates since 2011.
- **The Proposed Business District would not reasonably be anticipated to be developed or redeveloped without the adoption of the Business District Development or Redevelopment Plan.**
It cannot reasonably be anticipated that without the adoption of the Business District the properties in the Area would be redeveloped, nor could the blighting conditions be remediated, which is a barrier to development.
- **The Business District Development Plan conforms to the Comprehensive Plan for the development of the municipality as a whole.**

SECTION IV. BUSINESS DISTRICT REDEVELOPMENT PLAN

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

A. Objectives

The objectives of the Plan are to:

- Strengthen and grow the City's property and sales tax base, and increase the number of jobs within the City, through the expansion of economic activity within Highland.
- Provide the highest level of emergency medical care and public safety to the community.
- Continue to make Highland a "Healthy Community"
- Establish Highland as a destination for regional-scale retailing.
- Retain small businesses throughout the community.
- Explore ways to attract tenants to existing buildings.
- Achieve better design and aesthetics in retail and commercial areas throughout the Business District, including these areas' private and public structures, landscaping and signage.
- Improve the local roadway system to enable residents to easily patronize the City's shopping areas.
- Identify, meet and maintain the City's infrastructure needs.
- Upgrade the utilities throughout the Area, including the water distribution system and sanitary sewer system.
- Ensure the City's ability to provide adequate and safe collection and treatment of storm water and sanitary waste in the future.
- Promote continued investment in the City's infrastructure and services (water, sewer, electric, public safety, internet and telecommunications) to ensure quality, affordable utilities to serve Highland's present and future needs. Incremental upgrades to the city's aging infrastructure and public works are recommended to avoid costly one-time expenditures and allow the city to spread the costs out over several years.
- Ameliorate the blighting conditions within the District.
- Enhance the sales tax base of the District.
- Enhance the property tax base of the District.

B. Policies

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

These policies include:

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

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

C. Components of the Business District Plan

1. Boundary Delineation

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

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

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

2. The Development Project

The development goals of the City of Highland for Business District A envision a program resulting in the redevelopment of the primary commercial corridor in the City,

through repair and rehabilitation of the existing improvements and construction of new improvements. The satisfaction of these needs will increase the sales and property tax revenues generated in the Area for the City, as well as provide a revenue source for the City to make necessary infrastructure improvements throughout the Area. These goals will be accomplished through both public and private projects to encourage commercial growth in the District. These projects will be undertaken by a range of stakeholders, from developers and property owners in the Area to the City itself. The Plan is to be adopted without specific designation of the developers for these projects as they will be executed in phases throughout the life of the Business District. Projects may include multiple developers on a larger scale site development, individual property owners making building or site improvements on a smaller scale, or improvement projects initiated by the City. Thus, no specific users or tenants are presently identified; rather, as Developers are attracted to redevelop the Area, these will be considered by the City.

Key Projects for the Plan include:

- Construction of a new public safety facility which will serve this area and others;
- Fire and EMS Capital Costs as determined by the City;
- Upgrade of utilities to include water, sanitary and storm sewer drainage improvements; replacement of water lines, and other sewer and water system components; improvement to water treatment plant; potential construction of a retention pond to alleviate flooding issues; specifically water main replacement along IL Route 143.
- Infrastructure improvements, including the development of the interior and exterior street networks within the area;
- Utility trunk lines (e.g. water, sanitary sewer, telephone, etc.) constructed in road right-of-way or other public easements;
- Further implementation of a Business Recruitment & Business Retention Program.
- Marketing the City of Highland to outside investors;
- The development of additional commercial or retail stores within the District;
- Construction and reconstruction of sidewalks throughout the Area;
- The facilitation of private investment within the District; and
- Other activities or costs permitted under the Act.

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

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

3. Name of Business District

The name of the District is Business District A.

4. Estimated Business District Project Costs

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

TABLE A - ESTIMATED BUSINESS DISTRICT PROJECT COSTS

DESCRIPTION	ESTIMATED COSTS
Costs of studies, surveys development of plans, and specifications, implementation and administration of the district including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning and other services;	\$1,000,000
Property assembly costs, including but not limited to acquisition of land and other real or personal property;	\$1,000,000
Site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;	\$2,000,000
Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;	\$3,000,000
Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;	\$1,000,000
Costs of installation or construction within the business district of buildings including a public safety building, structures, works, streets, improvements, equipment, utilities, or fixtures	\$10,000,000
General financing costs including but not limited to all necessary and incidental expenses related to the issuance of obligations including payment of interest on obligations;	\$1,000,000
TOTAL ESTIMATED BUDGET	\$19,900,000

Expenditures in individual categories may differ from those shown above; however, the total amount of the Estimated Redevelopment Project Costs will not exceed \$19,900,000 plus any additional interest and financing costs as may be required. Adjustments may be made among budget categories to reflect implementation of the Plan.

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

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

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

In order to expedite the implementation of the Business District Plan, The City of Highland, pursuant to the authority granted to it under the Act, may issue obligations to pay for the Business District Costs. These obligations may be secured by future amounts to be collected and allocated to the Business District Tax Allocation Fund. Such obligations may take the form of any loan instruments authorized by the Act. Such loans or obligations may be issued pursuant to the Business District Plan. The City anticipates that notes, bonds, or similar obligations may be issued secured by revenues in the Business District Tax Allocation Fund to fund eligible District costs.

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

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

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

SECTION V. FINDINGS AND COMPLETION OF OBLIGATIONS

A. Formal Findings

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

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

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

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

The Business District is a blighted area; that, by reason of defective, non-existent, or inadequate street layout, the existence of conditions which threaten property by fire, and improper subdivision or obsolete platting. These factors, in combination, constitute an economic and social liability of the Area in its present condition and use; contribute to the economic underutilization of the Area; and create a menace to public health, safety, or welfare.

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

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

B. Completion of Business District Projects / Retirement of Obligations

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

APPENDIX A

LEGAL DESCRIPTION

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APPENDIX A – LEGAL DESCRIPTION

Beginning at the southwest corner of Fifth Street and Walnut Street:

Proceed west along Fifth Street to the west line of 713 Fifth Street (Tax Parcel ID No. 02-2-18-32-18-301-018). Proceed north along said west line until reaching the north line of said lot and turn east and proceed until reaching the west line of 710 Fourth Street (Tax Parcel ID No. 02-2-18-32-18-301-014). Turn north and follow said west line until reaching Fourth Street. Go east to the west line of 318 Fourth Street (Tax Parcel ID No. 02-2-18-32-18-301-028). Turn north along said west line and the northerly prolongation thereof to following a straight line proceeding north until reaching the south line of Hi Top Bowl property (Tax Parcel ID No. 02-2-18-32-14-301-010). Follow said south line west until reaching the west line of said property. Proceed north along said west line to US Highway 40. Proceed westerly along US Highway 40 to the east line of the Trouw Nutrition main office at 115 Executive Drive (Tax Parcel ID No. 02-2-18-32-00-000-034). Follow said east line south until reaching the north line of the Korte-Luitjohan mini storage facility (Tax Parcel ID No. 02-2-18-32-00-000-039) and continue east along said north line until reaching the east line of said parcel. Proceed south along said east line until reaching the south line of said parcel and go west along said south line and the westerly prolongation thereof to Executive Drive. Follow Executive Drive north until reaching the north property line of the parcel at 80 Executive Drive (Tax Parcel ID No. 02-2-18-32-00-000-031). Go west along said north line to the west line of said parcel. Go south along said west line to the north property line of the parcel at 145 Matter Drive (Tax Parcel ID No. 02-2-18-32-00000-027). Follow the north line west across Matter Drive. Proceed southwesterly along the northwesterly line of 140 Matter Drive (Tax Parcel ID No. 02-2-18-32-00-000-028). Continue southwesterly along the northwesterly line of 200 Plaza Street (Tax Parcel ID Nos. 02-2-18-31-00-000-018.003 & 01-2-24-06-08-202-003) to the east line of 1 Ultraway Drive (Tax Parcel ID No. 01-2-24-06-08-202-004). Proceed north along said east line to US Highway 40. Go west along US Highway 40 to Frank Watson Parkway. Go northerly along Frank Watson Parkway until you reach Commerce Drive. Go easterly along Commerce Drive until you reach the west line of Retko Group LLC parcel (Tax Parcel ID No. 02-1-18-32-00-000-018) (15.42 acre). Proceed north along said west line, east along the north line of said Retko Group LLC parcel, and south along the east line of said Retko Group LLC parcel to US Highway 40. Go northeasterly along US Highway 40 to the west line of two tracts of land owned in trust by Bonnie McGinley (Tax Parcel ID No. 02-1-18-31-00-000-018.001 & 012) (5.18 & 3.5 acre, respectively). Go north along said west line to the south line of Crown Pointe apartments (Tax Parcel ID No. 02-1-18-31-00-000-011 & 011.001), thence east along said south line to the east line of said parcel and then north along said east line to Sportsman Road. Proceed east along Sportsman Road to west line of Rural King (Tax Parcel ID No. 02-1-18-32-00-000-021.006). Proceed north along said west line to the north line of said parcel and go east along said north line until you reach the west line of the Glik Development parcel (Tax Parcel ID No. 02-1-18-32-00-000-021.001). Go north along said west line to the north line of said parcel, then proceed east along said north line to IL Route 143. Follow IL Route 143 north to Koepfli Lane. Go west on Koepfli Lane to the common lot line of the lots between Zbinden Lane and Lincoln Lane. Proceed north along said common property line until reaching IL Route 143. Go northwesterly along IL Route 143 to the west line of Scott Credit Union (Tax Parcel ID No. 02-1-18-29-17-301-003.002). Follow said west line northerly to the south line of the Rehberger Holdings LLC tract (Tax Parcel ID No. 02-1-18-29-13-303-004) (7.2 acre). Go west along said south line to the west line of said tract. Proceed north along said west line to the north line of said tract. Go east along said north line to Cally Lane. Go south along Cally Lane to the north line of the Wal-Mart tract (Tax Parcel ID No. 02-2-18-29-03-301-001). Go east along said north line to the east line of said tract. Go south along said east line and the east line of the Professional Resource Development Inc. tract (Tax Parcel ID No. 02-2-

18-29-18-301-033) to Troxler Avenue. Go east along Troxler Avenue to the east line of the City of Highland tract (Tax Parcel ID No. 02-1-18-33-00-000-001.002) (10 acre). Continue south along said east line and the southerly prolongation thereof to the southeasterly line of US Highway 40. Proceed southwesterly along said southeasterly line to the easterly prolongation of the south line of the St. Joseph's Hospital tract (Tax Parcel ID No. 02-1-18-33-00-000-001) (61.98 acre). Continue westerly along said south line to the east line of IL Route 160. Follow said east line south to the north line of Splish Splash Car Wash (Tax Parcel ID Nos. 02-2-18-33-00-000-041 & 042). Go east along said north line to the east line of said parcel. Go south along said east line and the southerly prolongation thereof to US Highway 40. Go west on US Highway 40 to east line of Aviston Lumber (Tax Parcel ID No. 02-1-18-32-16-401-012.001). Proceed south along said east line and the southerly prolongation thereof to the north line of Safe Supply parcel (Tax Parcel ID No. 02-1-18-32-16-401-005.001). Go east along said north line to the east line of said parcel, then south along said east line to the south line of a vacant lot (Tax Parcel ID No. 02-1-18-32-16-401-005). Continue east along said south line to Poplar Street. Go north along Poplar St to the north line of the Kloss Furniture Tin Shed property (Tax Parcel ID No. 02-1-18-33-00-000-016.006). Go east along said north line to the east line of said property. Proceed south along said east line and the southerly extension thereof to the CSXT Railroad. Go west along the CSXT Railroad to Poplar Street and then go south along Poplar Street to the south line of Larry's Tire (Tax Parcel ID No. 02-1-18-32-20-402-001). Go west along said south line to Lemon Street. Go south along Lemon Street to the east-west alley just north of Sixth Street. Continue west along said alley and then south along the north-south alley just west of Lemon Street to Sixth Street. Proceed west along Sixth Street to Zschokke Street. Go north on Zschokke Street and across the CSXT Railroad to Fifth Street. Proceed southwesterly along Fifth Street to the north-south alley between Washington Street and Pine Street. Go north along said alley to Third Street, then east on Third Street to Pine Street. Proceed north along Pine Street to the south line of Second Street. Go west along said south line to the west line of Washington Street. Proceed north across Second Street to the north line of Second Street, then east along said north line to Lindenthal Creek. Go northwesterly along said creek to the east line of 101 Walnut Street (Tax Parcel ID No. 02-2-18-32-15-401-002). Proceed south along said east line to the south line of said parcel, then west along said south line to the east line of 820 Second Street (Tax Parcel ID No. 02-2-18-32-15-401-002.006). Proceed south along said east line to Second Street. Go west on Second Street to the north-south alley just east of Walnut Street. Proceed south along said alley to the north line of 220 Laurel Street (Tax Parcel ID No. 02-2-18-32-15-401-017). Go east along said north line to Laurel Street, then south along Laurel Street to Third Street. Proceed west along Third Street to the north-south alley just east of Walnut Street, then south along said alley to Fifth Street. Go southwesterly along Fifth Street to the Point of Beginning.

Excluding the following three (3) parcels:

Excluded Parcel 1:

All of Villa Park Drive and the multi-family properties at 2628, 2629, 2636, 2637, 2644 and 2645 Villa Park Drive (Tax Parcel ID Nos. 02-2-18-32-02-202-017, 010, 011, 012, 013, 014 & 015).

Excluded Parcel 2:

Beginning at the southwest corner of 520 Suppiger Way (Tax Parcel ID No. 02-2-18-32-02-201-014). Proceed north along the west line of said parcel, then east along the north line of said parcel and the north line of 500 Suppiger Way (Tax Parcel ID No. 02-2-18-32-02-201-015) to the southeasterly line of 500 Suppiger Way. Go southwesterly along said southeasterly line to the southwesterly line of Suppiger Way. Proceed southeasterly along said southwesterly line to the south line of a vacant lot (Tax Parcel ID No. 02-2-18-32-02-201-023). Go west along said

south line and the south line of 515-555 Suppiger Way (Tax Parcel ID Nos. 02-2-18-32-02-201-023.01 & 02-2-18-32-02-201-022.1) to the west line of said parcels. Proceed north along said west lines, across Suppiger Way to the Point of Beginning.

Excluded Parcel 3:

Beginning at the southwest corner of an undeveloped parcel of land just north of US Highway 40, owned by Lois Benson (Tax Parcel ID No. 02-1-18-32-02-202-006) (41.51 acre). Proceed north along the westerly line of said parcel to the south line of Northtown East Apartments at 85 Suppiger Lane (Tax Parcel ID No. 02-2-18-32-02-201-030). Go west along said south line and north along the west line of said parcel to the south line of 2676 Eagle Way Drive (Tax Parcel ID No. 02-2-18-32-02-201-029). Proceed west along said south line to the east line of Eagle Way Drive. Go north along said east line to the south line of Suppiger Lane. Proceed east along said south line to the northeasterly line of Suppiger Way. Go northwesterly along said northeasterly line to the northwesterly line of 380 Suppiger Lane (Tax Parcel ID No. 02-2-18-32-02-201-031). Proceed northeasterly along said northwesterly line to the southwesterly line of Highland High School (Tax Parcel ID No. 02-1-18-32-02-201-002). Thence meandering southeasterly along said southwesterly line to the north line of said Benson tract. Go east along said north line to the west line of IL Route 160. Go south along said west line to the south line of said Benson tract. Proceed west along said south line and south along the east line of said Benson tract to the northwesterly line of US Highway 40. Proceed southwesterly along said northwesterly line to the Point of Beginning.

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APPENDIX B

PARCEL ID LIST

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APPENDIX B - PARCEL ID NUMBERS

01-1-24-06-00-000-004.001	02-1-18-32-14-301-006.002	02-2-18-32-00-000-021.004
01-1-24-06-08-202-001	02-1-18-32-14-301-017	02-2-18-32-00-000-021.005
01-2-24-06-08-202-002	02-1-18-32-14-301-017.001	02-2-18-32-00-000-022.002
01-2-24-06-08-202-002.001	02-1-18-32-15-401-001	02-2-18-32-00-000-023.002
01-2-24-06-08-202-006	02-1-18-32-16-401-005.001	02-2-18-32-00-000-023.003
02-1-18-29-13-303-004	02-1-18-32-16-401-005.002	02-2-18-32-00-000-026
02-1-18-29-17-301-003.002	02-1-18-32-16-401-012.001	02-2-18-32-00-000-027.001
02-1-18-29-18-301-015	02-1-18-32-16-401-904	02-2-18-32-00-000-032
02-1-18-29-18-301-015.001	02-1-18-32-18-301-005	02-2-18-32-00-000-033
02-1-18-29-18-301-016	02-1-18-32-18-301-006	02-2-18-32-00-000-034
02-1-18-29-18-301-017	02-1-18-32-20-401-904	02-2-18-32-00-000-038
02-1-18-29-18-301-018	02-1-18-32-20-402-001	02-2-18-32-00-000-038.001
02-1-18-29-18-301-019	02-1-18-33-00-000-001	02-2-18-32-00-000-039
02-1-18-29-18-301-020	02-1-18-33-00-000-001.002	02-2-18-32-00-000-040
02-1-18-29-18-301-025	02-1-18-33-00-000-001.003	02-2-18-32-02-201-005
02-1-18-29-18-301-025.001	02-1-18-33-00-000-016.001	02-2-18-32-02-201-006
02-1-18-31-00-000-010	02-1-18-33-00-000-016.002	02-2-18-32-02-201-013
02-1-18-31-00-000-010.001	02-1-18-33-00-000-016.003	02-2-18-32-02-201-016
02-1-18-31-00-000-012	02-1-18-33-00-000-016.004	02-2-18-32-02-201-017
02-1-18-31-00-000-018	02-1-18-33-00-000-016.005	02-2-18-32-02-201-018
02-1-18-31-00-000-018.001	02-1-18-33-00-000-016.006	02-2-18-32-02-201-019.01C
02-1-18-32-00-000-021.001	02-1-18-33-00-000-016.009	02-2-18-32-02-201-019.02C
02-1-18-32-00-000-021.006	02-1-18-33-00-000-016.010	02-2-18-32-02-201-020.01C
02-1-18-32-00-000-022	02-2-18-29-03-301-001	02-2-18-32-02-201-020.02C
02-1-18-32-00-000-022.004	02-2-18-29-03-301-002	02-2-18-32-02-201-021
02-1-18-32-00-000-022.008	02-2-18-29-03-301-003	02-2-18-32-02-201-024
02-1-18-32-00-000-022.009	02-2-18-29-03-301-004	02-2-18-32-02-201-025
02-1-18-32-00-000-022.C00	02-2-18-29-03-301-005	02-2-18-32-02-201-026
02-1-18-32-00-000-023	02-2-18-29-18-301-021	02-2-18-32-02-201-027
02-1-18-32-02-201-001	02-2-18-29-18-301-022	02-2-18-32-02-201-036
02-1-18-32-02-201-001.001	02-2-18-29-18-301-023	02-2-18-32-02-201-037
02-1-18-32-02-201-002	02-2-18-29-18-301-024	02-2-18-32-02-202-008
02-1-18-32-02-201-003	02-2-18-29-18-301-030	02-2-18-32-02-202-009
02-1-18-32-02-201-004	02-2-18-29-18-301-031	02-2-18-32-02-202-016
02-1-18-32-02-201-007	02-2-18-29-18-301-033	02-2-18-32-02-202-018
02-1-18-32-02-202-005	02-2-18-31-00-000-018.004	02-2-18-32-02-202-019
02-1-18-32-13-301-018	02-2-18-31-00-000-018.005	02-2-18-32-02-202-021
02-1-18-32-14-301-001	02-2-18-31-00-000-047	02-2-18-32-02-202-022
02-1-18-32-14-301-002	02-2-18-32-00-000-017	02-2-18-32-02-202-023
02-1-18-32-14-301-004	02-2-18-32-00-000-018	02-2-18-32-02-202-024
02-1-18-32-14-301-005	02-2-18-32-00-000-019	02-2-18-32-02-202-025
02-1-18-32-14-301-006.001	02-2-18-32-00-000-020	02-2-18-32-02-202-026

APPENDIX B - PARCEL ID NUMBERS (CONT.)

02-2-18-32-02-202-027	02-2-18-32-15-401-003	02-2-18-32-16-401-026
02-2-18-32-02-202-028	02-2-18-32-15-401-004	02-2-18-32-16-401-027
02-2-18-32-02-202-029	02-2-18-32-15-401-005	02-2-18-32-16-401-029
02-2-18-32-02-202-030	02-2-18-32-15-401-006	02-2-18-32-16-401-030
02-2-18-32-02-202-031	02-2-18-32-15-401-007	02-2-18-32-16-401-031
02-2-18-32-02-202-032	02-2-18-32-15-401-009	02-2-18-32-16-401-032
02-2-18-32-13-301-001	02-2-18-32-15-401-010	02-2-18-32-16-401-033
02-2-18-32-13-301-003	02-2-18-32-15-401-011	02-2-18-32-16-401-034
02-2-18-32-13-301-005	02-2-18-32-15-401-012	02-2-18-32-16-401-035
02-2-18-32-13-301-007	02-2-18-32-15-401-013	02-2-18-32-18-301-014
02-2-18-32-13-301-008	02-2-18-32-15-401-022	02-2-18-32-18-301-015
02-2-18-32-13-301-009	02-2-18-32-15-401-023	02-2-18-32-18-301-018
02-2-18-32-13-301-010	02-2-18-32-15-401-024	02-2-18-32-18-301-019
02-2-18-32-13-301-011	02-2-18-32-15-401-025	02-2-18-32-18-301-020
02-2-18-32-13-301-012	02-2-18-32-15-401-026	02-2-18-32-18-301-021
02-2-18-32-13-301-013	02-2-18-32-15-401-027	02-2-18-32-18-301-022
02-2-18-32-13-301-014	02-2-18-32-15-401-028	02-2-18-32-18-301-023
02-2-18-32-13-301-015	02-2-18-32-15-401-029	02-2-18-32-18-301-024
02-2-18-32-13-301-015.001	02-2-18-32-15-401-030	02-2-18-32-18-301-025
02-2-18-32-13-301-016	02-2-18-32-15-401-031	02-2-18-32-18-301-026
02-2-18-32-13-301-017	02-2-18-32-15-401-032	02-2-18-32-18-301-027
02-2-18-32-14-301-003	02-2-18-32-15-402-023	02-2-18-32-18-301-028
02-2-18-32-14-301-007	02-2-18-32-15-402-031	02-2-18-32-19-401-001
02-2-18-32-14-301-007.001	02-2-18-32-16-401-006.001	02-2-18-32-19-401-002
02-2-18-32-14-301-010	02-2-18-32-16-401-007	02-2-18-32-19-401-003
02-2-18-32-14-301-010.001	02-2-18-32-16-401-009	02-2-18-32-19-401-004
02-2-18-32-14-301-011	02-2-18-32-16-401-010	02-2-18-32-19-401-005
02-2-18-32-14-301-012	02-2-18-32-16-401-010.001	02-2-18-32-19-401-006
02-2-18-32-14-301-013	02-2-18-32-16-401-011	02-2-18-32-19-401-007
02-2-18-32-15-401-002	02-2-18-32-16-401-013	02-2-18-32-19-401-008
02-2-18-32-15-401-002.001	02-2-18-32-16-401-014	02-2-18-32-19-401-009
02-2-18-32-15-401-002.002	02-2-18-32-16-401-015	02-2-18-32-19-402-006
02-2-18-32-15-401-002.003	02-2-18-32-16-401-016	02-2-18-32-19-402-009
02-2-18-32-15-401-002.004	02-2-18-32-16-401-017	02-2-18-32-19-402-010
02-2-18-32-15-401-002.005	02-2-18-32-16-401-018	02-2-18-32-20-401-001
02-2-18-32-15-401-002.006	02-2-18-32-16-401-019	02-2-18-32-20-401-005
02-2-18-32-15-401-002.011	02-2-18-32-16-401-020	02-2-18-32-20-401-007
02-2-18-32-15-401-002.012	02-2-18-32-16-401-021	02-2-18-33-00-000-040
02-2-18-32-15-401-002.013	02-2-18-32-16-401-022	02-2-18-33-00-000-041
02-2-18-32-15-401-002.014	02-2-18-32-16-401-023	02-2-18-33-00-000-042
02-2-18-32-15-401-002.015	02-2-18-32-16-401-024	
02-2-18-32-15-401-002.018	02-2-18-32-16-401-025	

APPENDIX C

ADDRESS LIST

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APPENDIX C - ADDRESS LIST

1 ROBIN CT	12571 STATE ROUTE 143
1 W POCAHONTAS RD	12587 STATE ROUTE 143
1 WOODCREST DR	12591 STATE ROUTE 143
10 APEX DR	12595 ILL RTE 143
10 WINGED FOOT DR	12603 HIGHWAY 143
100 EXECUTIVE DR	12603 IL HWY 143
101 FOREST DR	12603 STATE ROUTE 143
101 WALNUT ST	12610 NIGGLI RD
102 EXECUTIVE DR	12610 STATE ROUTE 143
105 SUPPIGER LN	12613 STATE ROUTE 143
105 SUPPINGER RD	12616 RT 143 STE 200
110 EXECUTIVE DR	12616 STATE ROUTE 143
110 WALNUT ST	12620 STATE ROUTE 143
110 WOODCREST DR	12621 STATE ROUTE 143
1100 5TH ST	12630 STATE ROUTE 143
111 SIXTH ST	12631 STATE ROUTE 143
111 WALNUT ST	12860 TROXLER AVE
1113 BROADWAY	130 WOODCREST DR
1115 BROADWAY	1300 MERCANTILE DR
1119 OLIVE ST	13019 US HIGHWAY 40
115 EXECUTIVE DR	1304 MERCANTILE DR
115 EXECUTIVE DR PO BOX 219	1305 MERCANTILE DR
117 BLUEBELL LN	13054 TRESTLE RD
118 WALNUT ST	1312 MERCANTILE DR
120 EXECUTIVE DR	1316 MERCANTILE DR
120 MATTER DR	1326 MERCANTILE DR
12052 HIGHLAND RD	1328 MERCANTILE DR
12441 US HIGHWAY 40	13468 SAINT ROSE RD
12441 US HWY 40	135 POPLAR ST
12442 SPORTSMAN RD	135 SUNDEW LN
12447 US HIGHWAY 40	13968 SAINT ROSE RD
12448 SPORTSMAN RD	140 WOODCREST DR
12475 STATE ROUTE 143	1402 MERCANTILE DR
12495 STATE ROUTE 143	15 APEX DR
12495 STATE ROUTE 143 STE A	15 CENTRAL BLVD
1250 MERCANTILE DR	15 SUN CT
12516 SPORTSMAN RD	150 MATTER DR
12531 SPORTSMAN RD	150 WOODCREST DR
12540 SPORTSMAN RD	1502 OLIVE ST
12545 ROUTE 143	1515 MAIN ST
12545 STATE ROUTE 143	1600 MAPLE ST
12547 IL RT 143	1617 PARADISE DR
12547 ROUTE 143	1624 BROADWAY
12547 STATE ROUTE 143	165 WOODCREST DR
12547 STATE ROUTE 143 STE C	170 WOODCREST DR
12551 HWY 143 STES B	175 SUNFLOWER DR
12551 STATE ROUTE 143	188 WOODCREST DR
12560 SPORTSMAN RD	190 WOODCREST DR
12563 US HIGHWAY 40	192 WOODCREST DR

APPENDIX C - ADDRESS LIST (CONT.)

193 WOODCREST	300 POPLAR ST
193 WOODCREST DR	301 POPLAR
1931 PAPIN	304 POPLAR ST
195B WOODCREST DR	305 FOREST DR
20 CENTRAL BLVD	31 ZBINDEN LN
20 LEN DR	318 WASHINGTON ST
2008 CYPRESS ST	320 WALNUT ST
201 POPLAR ST	3330 HILL RD
201 WALNUT ST	34 ZBINDEN LN
204 POPLAR ST	345 HAMPTON CT
206 WALNUT ST	35 ZBINDEN LN
207 WALNUT ST	36 ZBINDEN LN
2100 SALMON DR	380 SUPPIGER LN STE 1
212 MIRABEAU	3833 MEADOW LN
212 WALNUT	4 ULTRAWAY DR
213 WALNUT ST	400 BROADWAY
215 SUPPIGER LN	401 WALNUT ST
21570 STATE RTE 143	4039 STATE ROUTE 160
218 WALNUT ST	405 WALNUT ST
22 CHERRY LN	409 WALNUT ST
220 SUPPIGER LN	410 PINE ST
23 CHERRY LN	410 SUPPIGER WAY
2466 BECKER RD	410A PINE ST
25 SHANNON CT	413 LAUREL ST
2504 COMMERCE	418 WALNUT ST
2615 PLAZA DR	425 WALNUT ST
2621 VILLA PARK DR	429 WALNUT ST
2625 PLAZA DR	430 SUPPIGER WAY
2635 PLAZA DR	45 SUNRAY DR
2636 VILLA DR APT D	4527 NAVAJO DR
2645 NORTHTOWN WAY	5 SHADYWOODS LN
2649 NORTHTOWN WAY	501 ZSCHOKKE ST
265 SUNFLOWER DR	523 DOLPHIN DR W
2650 PLAZA DR	526 POPLAR ST
2655 NORTHTOWN WAY # 9	560 SUPPIGER WAY
2661 NORTHTOWN WAY	565 SUPPIGER WAY
2663 NORTHTOWN WAY	6 RIALTO DR
2671 NORTHTOWN WAY	6 ULTRAWAY DR
2675 NORTHTOWN WAY	7 SHAMROCK BLVD
2683 NORTHTOWN WAY	700 PORPOISE DR
2702 STATE ROUTE 160	710 4TH ST
2720 GARDENIA ST	712 12TH ST
2740 STATE ROUTE 160	800 3RD ST
2768 TROXLER WAY	803 3RD ST
2770 TROXLER WAY	820 2ND ST
28 WILLOW CREEK DR	915 PESTALOZZI
3 ULTRAWAY DR	
30 APEX DR	

APPENDIX B

AMENDED LEGAL DESCRIPTION

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APPENDIX B – AMENDED LEGAL DESCRIPTION

AMENDED AREA:

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

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

ORIGINAL AREA:

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

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

EXCLUDING THE FOLLOWING THREE (3) PARCELS:

EXCLUDED PARCEL 1: ALL OF VILLA PARK DRIVE AND THE MULTI-FAMILY PROPERTIES AT 2628, 2629, 2636, 2637, 2644 AND 2645 VILLA PARK DRIVE (TAX PARCEL ID NOS. 02-2-18-32-02-202-017, 010, 011, 012, 013, 014 & 015).

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

EXCLUDED PARCEL 3: BEGINNING AT THE SOUTHWEST CORNER OF AN UNDEVELOPED PARCEL OF LAND JUST NORTH OF US HIGHWAY 40, OWNED BY LOIS BENSON (TAX PARCEL ID NO. 02-1-18-32-02-202-006) (41.51 ACRE). PROCEED NORTH ALONG THE WESTERLY LINE OF SAID PARCEL TO THE SOUTH LINE OF NORTHTOWN EAST APARTMENTS AT 85 SUPPIGER LANE (TAX PARCEL ID NO. 02-2-18-32-02-201-030). GO WEST ALONG SAID SOUTH LINE AND NORTH ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTH LINE OF 2676 EAGLE WAY DRIVE (TAX PARCEL ID NO. 02-2-18-32-02-201-029). PROCEED WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF EAGLE WAY DRIVE. GO NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SUPPIGER LANE. PROCEED EAST ALONG SAID SOUTH LINE TO THE NORTHEASTERLY LINE OF SUPPIGER WAY. GO NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE TO THE NORTHWESTERLY LINE OF 380 SUPPIGER LANE (TAX PARCEL ID NO. 02-2-18-32-02-201-031). PROCEED NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHWESTERLY LINE OF HIGHLAND HIGH SCHOOL (TAX PARCEL ID NO. 02-1-18-32-02-201-002). THENCE MEANDERING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTH LINE OF SAID BENSON TRACT. GO EAST ALONG SAID NORTH LINE TO THE WEST LINE OF IL ROUTE 160. GO SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID BENSON TRACT. PROCEED WEST ALONG SAID SOUTH LINE AND SOUTH ALONG THE EAST LINE OF SAID BENSON TRACT TO THE NORTHWESTERLY LINE OF US HIGHWAY 40. PROCEED SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

APPENDIX C

PARCEL ID LIST

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APPENDIX C - PARCEL ID NUMBERS (AMENDED AREA)

01-1-24-04-05-101-003	01-2-24-05-05-103-036.05C	01-2-24-05-06-103-012
01-1-24-04-05-101-003.002	01-2-24-05-05-103-036.06C	01-2-24-05-06-103-013
01-1-24-04-05-101-004	01-2-24-05-05-103-036.07C	01-2-24-05-06-103-014
01-1-24-04-05-101-006	01-2-24-05-05-103-036.08C	01-2-24-05-06-103-015
01-1-24-04-05-101-006.001	01-2-24-05-05-103-036.09C	01-2-24-05-06-103-016
01-1-24-06-00-000-010	01-2-24-05-05-103-036.10C	01-2-24-05-06-103-017
01-1-24-06-00-000-010.001	01-2-24-05-05-103-036.11C	01-2-24-05-06-103-018
01-1-24-06-12-201-034	01-2-24-05-06-101-001	01-2-24-05-06-103-019
01-1-24-06-12-201-035	01-2-24-05-06-101-002	01-2-24-05-06-103-020
01-2-24-05-05-103-001	01-2-24-05-06-101-003	01-2-24-05-06-103-021
01-2-24-05-05-103-002	01-2-24-05-06-101-004	01-2-24-05-06-103-021.001
01-2-24-05-05-103-003	01-2-24-05-06-101-005	01-2-24-05-06-103-022
01-2-24-05-05-103-005	01-2-24-05-06-101-006	01-2-24-05-06-103-023
01-2-24-05-05-103-006	01-2-24-05-06-101-007	01-2-24-05-06-103-025
01-2-24-05-05-103-007	01-2-24-05-06-101-008	01-2-24-05-06-103-025.001
01-2-24-05-05-103-008	01-2-24-05-06-101-018	01-2-24-05-06-103-027
01-2-24-05-05-103-009	01-2-24-05-06-101-020	01-2-24-05-06-103-029
01-2-24-05-05-103-010	01-2-24-05-06-101-021	01-2-24-05-06-103-030
01-2-24-05-05-103-011	01-2-24-05-06-101-022	01-2-24-05-06-103-031
01-2-24-05-05-103-012	01-2-24-05-06-101-023	01-2-24-05-06-103-032
01-2-24-05-05-103-013	01-2-24-05-06-101-024	01-2-24-05-06-103-033
01-2-24-05-05-103-014	01-2-24-05-06-101-025	01-2-24-05-06-103-034
01-2-24-05-05-103-015	01-2-24-05-06-101-026	01-2-24-05-06-103-035
01-2-24-05-05-103-016	01-2-24-05-06-101-027	01-2-24-05-06-103-036
01-2-24-05-05-103-017	01-2-24-05-06-101-028	01-2-24-05-06-104-001
01-2-24-05-05-103-018	01-2-24-05-06-101-029	01-2-24-05-06-104-002
01-2-24-05-05-103-019	01-2-24-05-06-101-030	01-2-24-05-06-104-003
01-2-24-05-05-103-020	01-2-24-05-06-101-031	01-2-24-05-06-104-004
01-2-24-05-05-103-021	01-2-24-05-06-102-021	01-2-24-05-06-104-005
01-2-24-05-05-103-022	01-2-24-05-06-102-022	01-2-24-05-06-104-006
01-2-24-05-05-103-023	01-2-24-05-06-102-023	01-2-24-05-06-104-007
01-2-24-05-05-103-024	01-2-24-05-06-102-024	01-2-24-05-06-104-008
01-2-24-05-05-103-025	01-2-24-05-06-102-025	01-2-24-05-06-104-009
01-2-24-05-05-103-026	01-2-24-05-06-102-026	01-2-24-05-06-104-010
01-2-24-05-05-103-027	01-2-24-05-06-102-027	01-2-24-05-06-104-011
01-2-24-05-05-103-028	01-2-24-05-06-102-028	01-2-24-05-06-104-012
01-2-24-05-05-103-031	01-2-24-05-06-102-029	01-2-24-05-06-104-013
01-2-24-05-05-103-032	01-2-24-05-06-102-030	01-2-24-05-06-104-014
01-2-24-05-05-103-033	01-2-24-05-06-102-031	01-2-24-05-06-104-016
01-2-24-05-05-103-034	01-2-24-05-06-102-032	01-2-24-05-06-104-017
01-2-24-05-05-103-035	01-2-24-05-06-102-033	01-2-24-05-06-104-018
01-2-24-05-05-103-036.01C	01-2-24-05-06-102-034	01-2-24-05-06-104-019
01-2-24-05-05-103-036.02C	01-2-24-05-06-102-035	01-2-24-05-06-104-020
01-2-24-05-05-103-036.03C	01-2-24-05-06-102-036	01-2-24-05-06-104-021
01-2-24-05-05-103-036.04C	01-2-24-05-06-103-011	01-2-24-05-06-104-022

APPENDIX C - PARCEL ID NUMBERS (AMENDED AREA, CONT.)

01-2-24-05-06-104-023	01-2-24-05-07-202-010	01-2-24-05-07-203-030
01-2-24-05-06-104-025	01-2-24-05-07-202-011	01-2-24-05-07-203-031
01-2-24-05-06-104-026	01-2-24-05-07-202-012	01-2-24-05-07-203-032
01-2-24-05-06-104-027	01-2-24-05-07-202-013	01-2-24-05-07-203-033
01-2-24-05-06-104-028	01-2-24-05-07-202-014	01-2-24-05-07-203-034
01-2-24-05-06-104-029	01-2-24-05-07-202-015	01-2-24-05-07-203-035
01-2-24-05-06-104-030	01-2-24-05-07-202-016	01-2-24-05-07-203-036
01-2-24-05-06-104-032	01-2-24-05-07-202-017	01-2-24-05-07-203-037
01-2-24-05-06-104-033	01-2-24-05-07-202-018	01-2-24-05-07-203-039
01-2-24-05-06-104-034	01-2-24-05-07-202-019	01-2-24-05-07-203-040
01-2-24-05-06-104-035	01-2-24-05-07-202-020	01-2-24-05-08-201-013
01-2-24-05-06-104-036	01-2-24-05-07-202-021	01-2-24-05-08-201-014
01-2-24-05-06-104-037	01-2-24-05-07-202-022	01-2-24-05-08-201-015
01-2-24-05-06-104-038	01-2-24-05-07-202-023	01-2-24-05-08-201-016
01-2-24-05-06-104-039	01-2-24-05-07-202-024	01-2-24-05-08-201-017
01-2-24-05-06-104-040	01-2-24-05-07-202-024.001	01-2-24-05-08-201-018
01-2-24-05-06-104-041	01-2-24-05-07-202-025	01-2-24-05-08-201-019
01-2-24-05-06-104-042	01-2-24-05-07-202-026	01-2-24-05-08-201-020
01-2-24-05-06-104-043	01-2-24-05-07-202-027	01-2-24-05-08-201-021
01-2-24-05-06-104-043.001	01-2-24-05-07-202-028	01-2-24-05-08-201-022
01-2-24-05-06-104-044	01-2-24-05-07-202-029	01-2-24-05-08-201-023
01-2-24-05-06-104-045	01-2-24-05-07-202-030	01-2-24-05-08-201-024
01-2-24-05-06-104-046	01-2-24-05-07-202-031	01-2-24-05-08-201-025
01-2-24-05-06-104-047	01-2-24-05-07-202-031.001	01-2-24-05-08-201-026
01-2-24-05-06-104-048	01-2-24-05-07-202-031.002	01-2-24-05-08-201-027
01-2-24-05-06-104-049	01-2-24-05-07-202-032	01-2-24-05-08-201-028
01-2-24-05-07-201-009	01-2-24-05-07-202-033	01-2-24-05-08-201-029
01-2-24-05-07-201-010	01-2-24-05-07-202-034	01-2-24-05-08-201-030
01-2-24-05-07-201-011	01-2-24-05-07-202-034.001	01-2-24-05-08-201-031
01-2-24-05-07-201-012	01-2-24-05-07-203-013	01-2-24-05-08-201-032
01-2-24-05-07-201-013	01-2-24-05-07-203-014	01-2-24-05-08-201-033
01-2-24-05-07-201-014	01-2-24-05-07-203-015	01-2-24-05-08-201-039
01-2-24-05-07-201-015	01-2-24-05-07-203-016	01-2-24-05-08-201-040
01-2-24-05-07-201-016	01-2-24-05-07-203-017	01-2-24-05-08-201-041
01-2-24-05-07-201-017	01-2-24-05-07-203-019	01-2-24-05-08-201-042
01-2-24-05-07-201-018	01-2-24-05-07-203-020	01-2-24-05-08-201-043
01-2-24-05-07-201-019	01-2-24-05-07-203-021	01-2-24-05-08-201-045
01-2-24-05-07-201-020	01-2-24-05-07-203-022	01-2-24-05-08-201-046
01-2-24-05-07-201-021	01-2-24-05-07-203-023	01-2-24-05-08-202-012
01-2-24-05-07-201-022	01-2-24-05-07-203-024	01-2-24-05-08-202-012.001
01-2-24-05-07-201-023	01-2-24-05-07-203-025	01-2-24-05-08-202-013
01-2-24-05-07-201-024	01-2-24-05-07-203-026	01-2-24-05-08-202-014
01-2-24-05-07-201-024.001	01-2-24-05-07-203-027	01-2-24-05-08-202-015
01-2-24-05-07-201-025	01-2-24-05-07-203-028	01-2-24-05-08-202-016
01-2-24-05-07-202-009	01-2-24-05-07-203-029	01-2-24-05-08-202-017

APPENDIX C - PARCEL ID NUMBERS (AMENDED AREA, CONT.)

01-2-24-05-08-202-020	01-2-24-05-08-204-017.001	01-2-24-06-12-201-023
01-2-24-05-08-202-021	01-2-24-05-08-204-018	01-2-24-06-12-201-024
01-2-24-05-08-202-022	01-2-24-05-08-204-019	01-2-24-06-12-201-025
01-2-24-05-08-202-023	01-2-24-05-08-204-020	01-2-24-06-12-201-027
01-2-24-05-08-202-024	01-2-24-05-08-204-022	01-2-24-06-12-201-028
01-2-24-05-08-202-025	01-2-24-05-08-204-023	01-2-24-06-12-201-029
01-2-24-05-08-202-026	01-2-24-05-08-204-024	02-1-18-32-18-302-904
01-2-24-05-08-202-026.001	01-2-24-05-08-204-025	02-1-18-32-19-402-012
01-2-24-05-08-202-028	01-2-24-05-08-204-026	02-1-18-32-19-402-013
01-2-24-05-08-202-029	01-2-24-05-08-204-027	02-1-18-32-19-402-014
01-2-24-05-08-202-030	01-2-24-05-09-101-002	02-1-18-32-19-402-904
01-2-24-05-08-202-031	01-2-24-05-09-101-003	02-2-18-32-18-302-004
01-2-24-05-08-202-032	01-2-24-05-09-101-004	02-2-18-32-18-302-006
01-2-24-05-08-202-033	01-2-24-05-11-201-003	02-2-18-32-18-302-018
01-2-24-05-08-202-034	01-2-24-05-11-201-004	02-2-18-32-18-302-019
01-2-24-05-08-202-035	01-2-24-05-11-201-005	02-2-18-32-18-302-020
01-2-24-05-08-202-036	01-2-24-05-11-201-006	02-2-18-32-18-302-021
01-2-24-05-08-202-037	01-2-24-05-11-201-007	02-2-18-32-18-302-022
01-2-24-05-08-203-013	01-2-24-05-11-201-008	02-2-18-32-18-302-023
01-2-24-05-08-203-014	01-2-24-05-11-201-009	02-2-18-32-18-302-024
01-2-24-05-08-203-015	01-2-24-05-11-202-001	02-2-18-32-18-302-024.001
01-2-24-05-08-203-016	01-2-24-05-11-202-002	02-2-18-32-18-302-025
01-2-24-05-08-203-018	01-2-24-05-11-202-003	02-2-18-32-18-302-025.001
01-2-24-05-08-203-019	01-2-24-05-11-202-004	02-2-18-32-18-302-026
01-2-24-05-08-203-020	01-2-24-05-11-202-007	02-2-18-32-18-302-026.001
01-2-24-05-08-203-021	01-2-24-05-11-202-008	02-2-18-32-19-403-001
01-2-24-05-08-203-022	01-2-24-05-11-202-009	02-2-18-32-19-403-002
01-2-24-05-08-203-023	01-2-24-06-00-000-009	02-2-18-32-19-403-002.001
01-2-24-05-08-203-024	01-2-24-06-00-000-011	02-2-18-32-19-403-002.002
01-2-24-05-08-203-025	01-2-24-06-00-000-014.001	02-2-18-32-19-403-003
01-2-24-05-08-203-026	01-2-24-06-08-201-003	02-2-18-32-19-403-004
01-2-24-05-08-203-027	01-2-24-06-08-201-008	02-2-18-32-19-403-005
01-2-24-05-08-203-028	01-2-24-06-08-201-009	02-2-18-32-19-403-006
01-2-24-05-08-204-007	01-2-24-06-08-201-010	02-2-18-32-19-403-007
01-2-24-05-08-204-008	01-2-24-06-12-201-002	02-2-18-32-19-403-013
01-2-24-05-08-204-009	01-2-24-06-12-201-003	02-2-18-32-19-403-014
01-2-24-05-08-204-010	01-2-24-06-12-201-003.001	02-2-18-32-19-403-015
01-2-24-05-08-204-011	01-2-24-06-12-201-007	02-2-18-32-19-403-016
01-2-24-05-08-204-012	01-2-24-06-12-201-008	02-2-18-32-19-403-017
01-2-24-05-08-204-013	01-2-24-06-12-201-015	02-2-18-32-19-403-018
01-2-24-05-08-204-014	01-2-24-06-12-201-018	02-2-18-32-19-403-019
01-2-24-05-08-204-015	01-2-24-06-12-201-019	01-1-24-06-00-000-004.003
01-2-24-05-08-204-016	01-2-24-06-12-201-020	
01-2-24-05-08-204-016.001	01-2-24-06-12-201-021	
01-2-24-05-08-204-017	01-2-24-06-12-201-022	

APPENDIX C - PARCEL ID NUMBERS (ORIGINAL AREA)

01-1-24-06-00-000-004.001	02-1-18-32-14-301-006.002	02-2-18-32-00-000-021.004
01-1-24-06-08-202-001	02-1-18-32-14-301-017	02-2-18-32-00-000-021.005
01-2-24-06-08-202-002	02-1-18-32-14-301-017.001	02-2-18-32-00-000-022.002
01-2-24-06-08-202-002.001	02-1-18-32-15-401-001	02-2-18-32-00-000-023.002
01-2-24-06-08-202-006	02-1-18-32-16-401-005.001	02-2-18-32-00-000-023.003
02-1-18-29-13-303-004	02-1-18-32-16-401-005.002	02-2-18-32-00-000-026
02-1-18-29-17-301-003.002	02-1-18-32-16-401-012.001	02-2-18-32-00-000-027.001
02-1-18-29-18-301-015	02-1-18-32-16-401-904	02-2-18-32-00-000-032
02-1-18-29-18-301-015.001	02-1-18-32-18-301-005	02-2-18-32-00-000-033
02-1-18-29-18-301-016	02-1-18-32-18-301-006	02-2-18-32-00-000-034
02-1-18-29-18-301-017	02-1-18-32-20-401-904	02-2-18-32-00-000-038
02-1-18-29-18-301-018	02-1-18-32-20-402-001	02-2-18-32-00-000-038.001
02-1-18-29-18-301-019	02-1-18-33-00-000-001	02-2-18-32-00-000-039
02-1-18-29-18-301-020	02-1-18-33-00-000-001.002	02-2-18-32-00-000-040
02-1-18-29-18-301-025	02-1-18-33-00-000-001.003	02-2-18-32-02-201-005
02-1-18-29-18-301-025.001	02-1-18-33-00-000-016.001	02-2-18-32-02-201-006
02-1-18-31-00-000-010	02-1-18-33-00-000-016.002	02-2-18-32-02-201-013
02-1-18-31-00-000-010.001	02-1-18-33-00-000-016.003	02-2-18-32-02-201-016
02-1-18-31-00-000-012	02-1-18-33-00-000-016.004	02-2-18-32-02-201-017
02-1-18-31-00-000-018	02-1-18-33-00-000-016.005	02-2-18-32-02-201-018
02-1-18-31-00-000-018.001	02-1-18-33-00-000-016.006	02-2-18-32-02-201-019.01C
02-1-18-32-00-000-021.001	02-1-18-33-00-000-016.009	02-2-18-32-02-201-019.02C
02-1-18-32-00-000-021.006	02-1-18-33-00-000-016.010	02-2-18-32-02-201-020.01C
02-1-18-32-00-000-022	02-2-18-29-03-301-001	02-2-18-32-02-201-020.02C
02-1-18-32-00-000-022.004	02-2-18-29-03-301-002	02-2-18-32-02-201-021
02-1-18-32-00-000-022.008	02-2-18-29-03-301-003	02-2-18-32-02-201-024
02-1-18-32-00-000-022.009	02-2-18-29-03-301-004	02-2-18-32-02-201-025
02-1-18-32-00-000-022.C00	02-2-18-29-03-301-005	02-2-18-32-02-201-026
02-1-18-32-00-000-023	02-2-18-29-18-301-021	02-2-18-32-02-201-027
02-1-18-32-02-201-001	02-2-18-29-18-301-022	02-2-18-32-02-201-036
02-1-18-32-02-201-001.001	02-2-18-29-18-301-023	02-2-18-32-02-201-037
02-1-18-32-02-201-002	02-2-18-29-18-301-024	02-2-18-32-02-202-008
02-1-18-32-02-201-003	02-2-18-29-18-301-030	02-2-18-32-02-202-009
02-1-18-32-02-201-004	02-2-18-29-18-301-031	02-2-18-32-02-202-016
02-1-18-32-02-201-007	02-2-18-29-18-301-033	02-2-18-32-02-202-018
02-1-18-32-02-202-005	02-2-18-31-00-000-018.004	02-2-18-32-02-202-019
02-1-18-32-13-301-018	02-2-18-31-00-000-018.005	02-2-18-32-02-202-021
02-1-18-32-14-301-001	02-2-18-31-00-000-047	02-2-18-32-02-202-022
02-1-18-32-14-301-002	02-2-18-32-00-000-017	02-2-18-32-02-202-023
02-1-18-32-14-301-004	02-2-18-32-00-000-018	02-2-18-32-02-202-024
02-1-18-32-14-301-005	02-2-18-32-00-000-019	02-2-18-32-02-202-025
02-1-18-32-14-301-006.001	02-2-18-32-00-000-020	02-2-18-32-02-202-026

APPENDIX C - PARCEL ID NUMBERS (ORIGINAL AREA, CONT.)

02-2-18-32-02-202-027	02-2-18-32-15-401-003	02-2-18-32-16-401-026
02-2-18-32-02-202-028	02-2-18-32-15-401-004	02-2-18-32-16-401-027
02-2-18-32-02-202-029	02-2-18-32-15-401-005	02-2-18-32-16-401-029
02-2-18-32-02-202-030	02-2-18-32-15-401-006	02-2-18-32-16-401-030
02-2-18-32-02-202-031	02-2-18-32-15-401-007	02-2-18-32-16-401-031
02-2-18-32-02-202-032	02-2-18-32-15-401-009	02-2-18-32-16-401-032
02-2-18-32-13-301-001	02-2-18-32-15-401-010	02-2-18-32-16-401-033
02-2-18-32-13-301-003	02-2-18-32-15-401-011	02-2-18-32-16-401-034
02-2-18-32-13-301-005	02-2-18-32-15-401-012	02-2-18-32-16-401-035
02-2-18-32-13-301-007	02-2-18-32-15-401-013	02-2-18-32-18-301-014
02-2-18-32-13-301-008	02-2-18-32-15-401-022	02-2-18-32-18-301-015
02-2-18-32-13-301-009	02-2-18-32-15-401-023	02-2-18-32-18-301-018
02-2-18-32-13-301-010	02-2-18-32-15-401-024	02-2-18-32-18-301-019
02-2-18-32-13-301-011	02-2-18-32-15-401-025	02-2-18-32-18-301-020
02-2-18-32-13-301-012	02-2-18-32-15-401-026	02-2-18-32-18-301-021
02-2-18-32-13-301-013	02-2-18-32-15-401-027	02-2-18-32-18-301-022
02-2-18-32-13-301-014	02-2-18-32-15-401-028	02-2-18-32-18-301-023
02-2-18-32-13-301-015	02-2-18-32-15-401-029	02-2-18-32-18-301-024
02-2-18-32-13-301-015.001	02-2-18-32-15-401-030	02-2-18-32-18-301-025
02-2-18-32-13-301-016	02-2-18-32-15-401-031	02-2-18-32-18-301-026
02-2-18-32-13-301-017	02-2-18-32-15-401-032	02-2-18-32-18-301-027
02-2-18-32-14-301-003	02-2-18-32-15-402-023	02-2-18-32-18-301-028
02-2-18-32-14-301-007	02-2-18-32-15-402-031	02-2-18-32-19-401-001
02-2-18-32-14-301-007.001	02-2-18-32-16-401-006.001	02-2-18-32-19-401-002
02-2-18-32-14-301-010	02-2-18-32-16-401-007	02-2-18-32-19-401-003
02-2-18-32-14-301-010.001	02-2-18-32-16-401-009	02-2-18-32-19-401-004
02-2-18-32-14-301-011	02-2-18-32-16-401-010	02-2-18-32-19-401-005
02-2-18-32-14-301-012	02-2-18-32-16-401-010.001	02-2-18-32-19-401-006
02-2-18-32-14-301-013	02-2-18-32-16-401-011	02-2-18-32-19-401-007
02-2-18-32-15-401-002	02-2-18-32-16-401-013	02-2-18-32-19-401-008
02-2-18-32-15-401-002.001	02-2-18-32-16-401-014	02-2-18-32-19-401-009
02-2-18-32-15-401-002.002	02-2-18-32-16-401-015	02-2-18-32-19-402-006
02-2-18-32-15-401-002.003	02-2-18-32-16-401-016	02-2-18-32-19-402-009
02-2-18-32-15-401-002.004	02-2-18-32-16-401-017	02-2-18-32-19-402-010
02-2-18-32-15-401-002.005	02-2-18-32-16-401-018	02-2-18-32-20-401-001
02-2-18-32-15-401-002.006	02-2-18-32-16-401-019	02-2-18-32-20-401-005
02-2-18-32-15-401-002.011	02-2-18-32-16-401-020	02-2-18-32-20-401-007
02-2-18-32-15-401-002.012	02-2-18-32-16-401-021	02-2-18-33-00-000-040
02-2-18-32-15-401-002.013	02-2-18-32-16-401-022	02-2-18-33-00-000-041
02-2-18-32-15-401-002.014	02-2-18-32-16-401-023	02-2-18-33-00-000-042
02-2-18-32-15-401-002.015	02-2-18-32-16-401-024	
02-2-18-32-15-401-002.018	02-2-18-32-16-401-025	

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APPENDIX D

ADDRESS LIST

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APPENDIX D - ADDRESS LIST (AMENDED AREA)

1000 9TH ST	1013 BROADWAY	1122 BROADWAY
1000 BEECH ST	1014 LAUREL ST	1130 NEW TRENTON RD
1000 BROADWAY	1014 PINE ST	1202 9TH ST
1000 CEDAR ST	1015 WALNUT ST	1203 MAIN ST
1000 LAUREL ST	1016 BEECH ST	1204 9TH ST
1000 ZSCHOKKE ST	1016 BROADWAY	1204 MAIN ST
1001 DEAL ST	1016 DEAL ST	1205 MAIN ST
1001 MAIN ST	1016 LAUREL ST	1208 9TH ST
1001 WASHINGTON ST	1017 BROADWAY	1208 MAIN ST
1001 ZSCHOKKE ST	1017 PINE ST	1209 MAIN ST
1002 CHESTNUT ST	1018 9TH ST	1212 9TH ST
1003 BROADWAY	1018 LAUREL ST	1212 MAIN ST
1004 9TH ST	1020 LAUREL ST	1213 MAIN ST
1004 BEECH ST	1021 DEAL ST	1222 BROADWAY
1004 CEDAR ST	1023 BROADWAY	1223 BROADWAY
1004 MULBERRY ST	1024 BEECH ST	12275 HIGHLAND RD
1005 CEDAR ST	1025 BROADWAY	12323 HIGHLAND RD
1005 WASHINGTON ST	1100 9TH ST	12335 HIGHLAND RD
1007 BROADWAY	1100 BROADWAY	12347 HIGHLAND RD
1007 MAIN ST	1105 BROADWAY	12359 HIGHLAND RD
1008 BROADWAY	1105 MAIN ST	12365 HIGHLAND RD
1008 DEAL ST	1106 BROADWAY	1300 MAIN ST
1008 LAUREL ST	1106 NEW TRENTON RD	1304 BROADWAY
1009 CEDAR ST	1108 9TH ST	1311 BROADWAY
1009 DEAL ST	1108 BROADWAY	1312 BROADWAY
1009 WASHINGTON ST	1108 LEMON ST	1315 BROADWAY
1009 ZSCHOKKE ST	1108 OLIVE ST	1320 BROADWAY
1010 CEDAR ST	1109 MAIN ST	1321 BROADWAY
1010 LAUREL ST	1110 LAUREL ST	13300 STATE ROUTE 40
1010 LEMON ST	1110 WASHINGTON ST	1405 BROADWAY
1010 MULBERRY ST	1112 9TH ST	1408 BROADWAY
1010 WALNUT ST	1112 ZSCHOKKE ST	1412 9TH ST
1011 BROADWAY	1113 MAIN ST	1412 BROADWAY
1011 MAIN ST	1115 BROADWAY	1416 BROADWAY
1012 9TH ST	1117 WASHINGTON ST	1500 MAIN ST
1012 BEECH ST	1119 WASHINGTON ST	1501 9TH ST
1012 LAUREL ST	1120 9TH ST	1501 BROADWAY

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

1505 BROADWAY	621 BROADWAY	812 MAIN ST
1514 BROADWAY	700 BROADWAY	814 LAUREL ST
1515 BROADWAY	700 LAUREL ST	815 BROADWAY
1515 MAIN ST	700 MAIN ST	817 9TH ST
1518 BROADWAY	700 WALNUT ST	817 MAIN ST
1520 MAIN ST	701 WALNUT ST	820 BROADWAY
1522 MAIN ST	704 MAIN ST	821 MAIN ST
303 BROADWAY	708 9TH ST	823 9TH ST
315 BROADWAY	708 MAIN ST	823 MAIN ST
322 W MONROE ST	712 BROADWAY	900 9TH ST
401 BROADWAY	712 LAUREL ST	900 CHESTNUT ST
405 MAIN ST	715 WALNUT ST	900 LAUREL ST
415 BROADWAY	716 LAUREL ST	902 WALNUT ST
425 BROADWAY	719 8TH ST	904 9TH ST
429 BROADWAY	720 LAUREL ST	904 WALNUT ST
433 BROADWAY	721 BROADWAY	905 12TH ST
5 W MONROE ST	722 BROADWAY	906 BROADWAY
500 8TH ST	800 8TH ST	907 MAIN ST
500 MAIN ST	800 LAUREL ST	908 6TH ST
501 WALNUT ST	800 MULBERRY ST	908 LAUREL ST
504 WALNUT ST	801 9TH ST	910 6TH ST
508 BROADWAY	801 BROADWAY	910 CYPRESS ST
510 W MONROE ST	801 MAIN ST	911 WALNUT ST
511 BROADWAY	802 9TH ST	913 6TH ST
512 BROADWAY	806 8TH ST	914 BROADWAY
515 BROADWAY	806 9TH ST	915 12TH ST
518 BROADWAY	806 BROADWAY	915 PESTALOZZI ST
519 BROADWAY	806 MULBERRY ST	917 MAIN ST
520 BROADWAY	807 9TH ST	919 MAIN ST
600 MAIN ST	808 8TH ST	919 WASHINGTON ST
601 WALNUT ST	808 BROADWAY	920 9TH ST
605 BROADWAY	808 LAUREL ST	920 BROADWAY
605 WALNUT ST	809 BROADWAY	923 MAIN ST
609 BROADWAY	809 MAIN ST	1006 WALNUT ST
610 BROADWAY	810 8TH ST	
614 MAIN ST	810 BROADWAY	
616 MAIN ST	810 DEAL ST	
620 BROADWAY	811 BROADWAY	

APPENDIX D - ADDRESS LIST (ORIGINAL AREA)

1 WOODCREST DR	12587 STATE ROUTE 143	201 POPLAR ST
10 APEX DR	12591 STATE ROUTE 143	201 WALNUT ST
100 EXECUTIVE DR	12595 ILL RTE 143	204 POPLAR ST
101 FOREST DR	12603 HIGHWAY 143	206 WALNUT ST
101 WALNUT ST	12603 STATE ROUTE 143	207 WALNUT ST
102 EXECUTIVE DR	12610 STATE ROUTE 143	212 WALNUT ST
105 SUPPIGER LN	12613 STATE ROUTE 143	213 WALNUT ST
105 SUPPINGER RD	12616 RT 143	215 SUPPIGER LN
110 EXECUTIVE DR	12616 STATE ROUTE 143	21570 STATE RTE 143
110 WALNUT ST	12620 STATE ROUTE 143	218 WALNUT ST
110 WOODCREST DR	12621 STATE ROUTE 143	22 CHERRY LN
1100 5TH ST	12630 STATE ROUTE 143	23 CHERRY LN
111 WALNUT ST	12631 STATE ROUTE 143	2504 COMMERCE
115 EXECUTIVE DR	12860 TROXLER AVE	2615 PLAZA DR
118 WALNUT ST	130 WOODCREST DR	2621 VILLA PARK DR
120 EXECUTIVE DR	1300 MERCANTILE DR	2625 PLAZA DR
120 MATTER DR	1304 MERCANTILE DR	2635 PLAZA DR
12441 US HIGHWAY 40	1305 MERCANTILE DR	2636 VILLA DR
12442 SPORTSMAN RD	1312 MERCANTILE DR	2645 NORTHTOWN WAY
12447 US HIGHWAY 40	1316 MERCANTILE DR	2649 NORTHTOWN WAY
12448 SPORTSMAN RD	1326 MERCANTILE DR	2650 PLAZA DR
12475 STATE ROUTE 143	1328 MERCANTILE DR	2655 NORTHTOWN WAY
12495 STATE ROUTE 143	135 POPLAR ST	2661 NORTHTOWN WAY
1250 MERCANTILE DR	140 WOODCREST DR	2663 NORTHTOWN WAY
12516 SPORTSMAN RD	1402 MERCANTILE DR	2671 NORTHTOWN WAY
12531 SPORTSMAN RD	15 APEX DR	2675 NORTHTOWN WAY
12540 SPORTSMAN RD	15 CENTRAL BLVD	2683 NORTHTOWN WAY
12545 ROUTE 143	150 MATTER DR	2702 STATE ROUTE 160
12545 STATE ROUTE 143	150 WOODCREST DR	2740 STATE ROUTE 160
12547 IL RT 143	165 WOODCREST DR	2768 TROXLER WAY
12547 ROUTE 143	170 WOODCREST DR	2770 TROXLER WAY
12547 STATE ROUTE 143	188 WOODCREST DR	3 ULTRAWAY DR
12551 HWY 143	190 WOODCREST DR	30 APEX DR
12551 STATE ROUTE 143	192 WOODCREST DR	300 POPLAR ST
12560 SPORTSMAN RD	193 WOODCREST DR	301 POPLAR ST
12563 US HIGHWAY 40	195 WOODCREST DR	304 POPLAR ST
12571 STATE ROUTE 143	20 CENTRAL BLVD	305 FOREST DR

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

31 ZBINDEN LN
320 WALNUT ST
34 ZBINDEN LN
35 ZBINDEN LN
36 ZBINDEN LN
4 ULTRAWAY DR
400 BROADWAY
401 WALNUT ST
405 WALNUT ST
409 WALNUT ST
410 PINE ST
410 SUPPIGER WAY
410A PINE ST
418 WALNUT ST
425 WALNUT ST
429 WALNUT ST
430 SUPPIGER WAY
501 ZSCHOKKE ST
526 POPLAR ST
560 SUPPIGER WAY
565 SUPPIGER WAY
6 ULTRAWAY DR
7 SHAMROCK BLVD
710 4TH ST
800 3RD ST
803 3RD ST
820 2ND ST
12556 STATE ROUTE 143
12565 STATE ROUTE 143



City of Highland

Façade Improvement Program Application

Property Address: _____

Owner Name: _____ Phone Number: _____

Address: _____ Email: _____

Current Tenant(s): _____

Estimated Project Cost: _____

Requested Reimbursement Amount (max 25% of Project Costs): _____

Proposed Improvements	Estimated Cost Per Improvement
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:



City of Highland

Attachment #1: Current photos of the façade(s)

Attachment #2: Proposed rendering

Attachment #3: Any other applicable attachments (quotes from contractors, material samples, color swatches, narrative statements, etc.)

1. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
2. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.

Signature

Date

Please submit applications to Mallord Hubbard, Director of Economic & Community Development, at mhubbard@highlandil.gov or at City Hall, 1115 Broadway.

**FAÇADE IMPROVEMENT PROGRAM AGREEMENT
BUSINESS DISTRICT A**

This Façade Improvement Program Agreement (“Agreement”) is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation ("City") and _____ (“Developer”). City and Developer may be referred to individually as “Party” and together as “Parties.” This Agreement shall be effective when signed by both Parties, and approved by the corporate authorities of the City of Highland, Illinois (the “Effective Date”):

PREAMBLES

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

WHEREAS, Developer is the owner of _____ in Highland, Illinois ("Property"), which is located in City Business District A; and

WHEREAS, Developer has submitted a “Façade Improvement Program Application” (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to make improvements and repairs to the exterior facade of Developer’s commercial building in City Business District A, and assist Developer with costs, including:

1. _____
2. _____

Total Estimated Project Costs: \$_____

("Project"); and

WHEREAS, because the Property is located in City Business District A, the Project is eligible for reimbursement of certain expenditures related to repair and improvement of the exterior façade at the Property; and

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

WHEREAS, the Project at the Property will help to eradicate blight, enhance property values, improve aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents, including, but not limited to, anyone utilizing the Property; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Business District A Plan, and it is in the best interest of City to promote repair, improvement, renovation, addition, rehabilitation and expansion of the Property through the use of the Façade Improvement Program and Business District A funds.

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

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

Section 2. Obligations of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above, and construction of the exterior façade improvements shall commence within ninety (90) days. The Project shall be substantially complete within twelve (12) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project in accordance with this Agreement, and the Façade Improvement Program plans shall be submitted to City for review. This includes any renovations which may be needed for exterior construction and improvements.
2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire, safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public.

4. Developer is fully responsible for identifying and mitigating any building-related concerns identified by City.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances shall remain in full force and effect.
6. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may require for documenting Developer's costs incurred for the Project. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
7. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
8. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.

Section 3. Obligations of the City. The City agrees to provide assistance to the Developer under the Façade Improvement Program as follows:

1. The Façade Improvement Program will provide up to 25% of the documented cost to improve the exterior façade of eligible commercial buildings in Business District A.
2. The maximum payment under the Façade Improvement Program, regardless of the total cost to improve the exterior façade of eligible commercial buildings in Business District A, shall not exceed \$10,000.00.
3. To be eligible for payment under the Façade Improvement Plan, the minimum total cost to improve the exterior façade of eligible commercial buildings in Business District A shall be \$10,000.00.

4. City shall allocate \$75,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to be paid out from May 1 to April 30 of any given year where the Façade Improvement Plan has been approved by City.
5. City shall award Façade Improvement Program incentives according to the order in which the applications were accepted by City as approved.
6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$75,000 in any given year; the cap for Façade Improvement Program incentives shall be \$75,000 for each year the Program has been authorized by City.
7. The Façade Improvement Program shall include total approved costs incurred by commercial building owners, whether incurred personally or paid to third-party independent contractors, for improvements and repairs to the exterior facades of commercial buildings in Business District A.
8. Reimbursement of approved Project costs may be made within 45 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline.

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

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same.

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

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

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

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

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

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

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

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

To the Developer:

To the City:

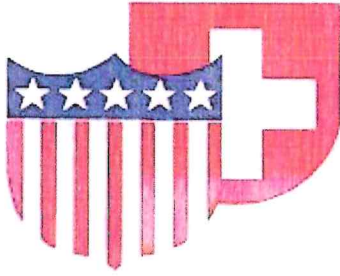
Attention: City Manager
City of Highland
PO Box 218. 1115 Broadway
Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager

DEVELOPER:

Developer



CITY OF HIGHLAND

To: Mayor and Council Members
From: Mallord Hubbard, Director of Economic Development
Date: April 1, 2025
Subject: Approval of New Single Family Home Construction Incentive Program for FY26

RECOMMENDATION

I am recommending the Council approve an Ordinance establishing incentive program for construction of new single-family residences or villas for FY26.

DISCUSSION

Builders and General Contractors of single-family residences in subdivisions within city limits would qualify for a one-time payment of \$4,000 following completion of construction. The program would make 25 of these grants available during Fiscal Year 2026.

Benefits of the program include: Promoting homeownership, addressing shortages in housing supply, boosts local economy, increases tax revenues, and encourages future development.

Incentivizing single-family home construction is not just about meeting the immediate housing demand; it is about fostering long-term community growth, economic development, and sustainability. Enacting these incentives create opportunities for families to settle in our community, contribute to our local economy, and enjoy a high quality of life. Ultimately, these incentives benefit everyone—homeowners, developers, businesses, and the City.

FISCAL IMPACT

Funding of \$100,000 will be budgeted from Economic Development for this item.

Recommended by: _____

Mallord Hubbard, Director of Economic Development

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING INCENTIVE FOR CONSTRUCTION OF NEW
SINGLE FAMILY RESIDENCES IN SUBDIVISIONS WITHIN THE CORPORATE
BOUNDARIES OF THE CITY OF HIGHLAND, ILLINOIS FOR FISCAL YEAR 2026
(MAY 1, 2025 – APRIL 30, 2026)**

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 term "New Single Family Residence". As used herein, includes any newly constructed Qualifying Residence, including villas, within the corporate boundaries of City; and

WHEREAS, the term "Qualifying Residence," as used herein, means a detached single-family residence newly constructed within the corporate boundaries of City within fiscal year 2026 (May 1, 2025 – April 30, 2026); and

WHEREAS, the term "Builder", or "General Contractor" as used herein, means a person, sole proprietorship, partnership, corporation, limited liability company, professional corporation, or any other legally recognized business entity that completes construction of and owns a Qualifying Residence in a subdivision within the corporate boundaries of City; and

WHEREAS, the term "Incentive for Construction of New Single Family Residence," as used herein, means a one-time payment of \$4,000.00 by City to Builder or General Contractor for completion of construction of a Qualifying Residence in a subdivision within the corporate boundaries of City; and

WHEREAS, City Manager or City Manager's Designee reserves the right to determine whether the terms "Qualifying Residence," "Builder," "General Contractor," and "Incentive for Construction of New Family Residence," apply for purposes of this Ordinance; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to encourage the construction of single-family Qualifying Residences in subdivisions within the corporate boundaries of City; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to offer an Incentive for Construction of New Single Family Residence to Builders and/or General Contractors who complete construction of a Qualifying Residence in a subdivision within the corporate boundaries of City within fiscal year 2026 (May 1, 2025 – April 30, 2026); and

WHEREAS, for Builder and/or General Contractor to redeem the Incentive for New Single Family Residence, a final inspection of a Qualifying Residence must be completed by City, City must determine Builder and/or General Contractor has completed construction of a Qualifying Residence, City must determine whether the Qualifying Residence is in a subdivision within the corporate boundaries of City, and City must determine Builder and/or General Contractor is eligible for the Incentive for Construction of New Single Family Residence; and

WHEREAS, Builder and/or General Contractor must submit a written request to City to redeem the Incentive for Construction of New Single Family Residence within sixty (60) days of the final inspection of the Qualifying Residence; and

WHEREAS, the Incentive for Construction of New Family Residence will be available for no more than twenty-five (25) Qualifying Residences per year in a subdivision within the corporate boundaries of City for fiscal year 2026 (May 1, 2025 – April 30, 2026); and

WHEREAS, City funding for the Incentive for Construction of New Family Residence will be provided to eligible Builders and/or General Contractors through City's economic development fund; and

WHEREAS, only one (1) Incentive for Construction of New Family Residence will be paid by City for each Qualifying Residence, and it is Builder and/or General Contractor's sole responsibility to redeem the Incentive for Construction of New Family Residence; and

WHEREAS, City is entitled to request any documentation from Builder and/or General Contractor to ensure the Incentive for Construction of New Family Residence is being paid for a Qualifying Residence and is being paid to the Builder and/or General Contractor eligible to redeem the Incentive for Construction of New Family Residence.

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to permit the Incentive for Construction of New Family Residences; 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 for the Incentive for Construction of New Family Residences.

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

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

Section 2: Any Builder and/or General Contractor, within fiscal year 2026 (May 1, 2025 – April 30, 2026), that completes construction of a Qualifying Residence in a subdivision within the corporate boundaries of City shall be eligible for the Incentive for Construction of New Single Family Residence conditioned upon: 1) The Qualifying Residence passing a final inspection from City; 2) City must determine Builder and/or General Contractor has completed construction of a Qualifying Residence, 3) City must determine Builder and/or General Contractor is eligible for the Incentive for Construction of New Single Family Residence; and 4) Builder and/or General Contractor must submit a written request to City to redeem the Incentive for Construction of New Single Family Residence within sixty (60) days of the final inspection of the Qualifying Residence.

Section 3: If Builder and/or General Contractor satisfies all requirements stated in Section 2, *supra*, to City's satisfaction, City Treasurer shall make payable to Builder and/or General Contractor a check in the amount of \$4,000.00 within one (1) month of Builder and/or General Contractor's accepted request.

Section 4: If Builder and/or General Contractor does not satisfy all of the requirements stated in Section 2, *supra*, Builder and/or General Contractor has waived the right to redeem the Incentive for Construction of New Single Family Residence.

Section 5: The Incentive for Construction of New Family Residence will be capped at twenty-five (25) Qualifying Residences per year in subdivisions within the corporate boundaries of City within fiscal year 2026 (May 1, 2025 – April 30, 2026).

Section 6: That this Ordinance shall be known as Ordinance No. _____ and shall be effective upon adoption with implementation date of April 21, 2025.

This Ordinance adopted 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 _____, 2025, the vote taken by ayes and noes and entered upon the legislative records as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



HIGHLAND

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

To: Mayor Kevin Hemann, City Council, Chris Conrad, City Manager

From: Mark Rosen, Director of Parks & Recreation
Brad Koehnemann, Interim Director of Parks & Natural Resources
Laura Wilken, Interim Director of Recreation & Events

Date: April 21, 2025

Subject: Lease Agreement – All Paws Dog Wash Station

Recommendation

I recommend that the City Council enter into a lease agreement with Tammy Nelson-Burris, representing All Paws Pet Wash, to install a pet wash station at Rinderer Park.

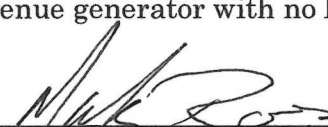
Discussion

Similar to other lease agreements in place, All Paws has agreed to install a pet washing station at Rinderer Park for guests to utilize. All infrastructure, utilities, and placement will be the sole responsibility of Ms. Burris.

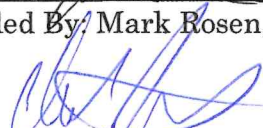
In exchange, she has agreed to pay the City; Parks and Recreation Department 10% of her monthly revenue..

Fiscal Impact

A potential monthly revenue generator with no labor or expenses provided by staff.



Recommended By: Mark Rosen, Director of Parks & Recreation



Approved By: Chris Conrad, City Manager

Modular Pet Wash Buildings | Options | All Paws Pet Wash

Our modular pet wash buildings offer all of the convenience of our APW models with the addition of a fully enclosed building. A sizable pet washing bay (or two) attached to an equipment room, these buildings are fully air-conditioned for the summer months and heated (water too) for those cold winter months. Complete with a dryer and vacuum for sucking up all of the excess water left on your pet after a wash, we ensure that pets will be comfortable while also being pampered. Modular buildings come in two sizes, a single (8' x 13'), and a double (8' x 21') and are completely ADA compliant.



The ADA buildings offer all of the convenience and services as an APW but in a controlled environment. Make your unit available 24/7 to maximize your revenue!

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING A TENDER OF DEFENSE,
INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE
AT RINDERER PARK BETWEEN CITY OF HIGHLAND AND TAMMY NELSON-
BURRIS**

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 is in the best interests of public health, safety, general welfare and economic welfare to allow Tammy Nelson-Burris, on behalf of All Paws Pet Wash, to use space at Rinderer Park to install a pet wash station;

WHEREAS, City and Tammy Nelson-Burris have agreed to enter a Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space attached hereto as **Exhibit A**; hereinafter “Lease Agreement”; and

WHEREAS, City has determined that because the term of the Lease Agreement between City and Tammy Nelson-Burris is less than two (2) years, the City Manager has authority, under Illinois law, to negotiate the terms and conditions of the lease going forward, as long as the terms and conditions do not materially change and require further approval by the City Council; 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 approve the Lease Agreement between City and Tammy Nelson-Burris.

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 Lease Agreement between City and Tammy Nelson-Burris is approved (See **Exhibit A**).

Section 3. That this Resolution shall be known as Resolution No. _____ and shall be effective upon adoption with implementation date of April 21, 2025.

This Resolution adopted 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 _____, 2025, the vote taken by ayes and noes and entered upon the legislative records as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE
AGREEMENT FOR SHARED SPACE

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

THIS CONTRACT ("Agreement") is made and entered into effective as of the date passed by Resolution and by the affirmative vote of a majority of the corporate authorities then holding office of the CITY OF HIGHLAND, AN ILLINOIS MUNICIPAL CORPORATION, ("City"), and Tammy Nelson-Burris ("Tammy") and enter this TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE ("Agreement"), and state:

WHEREAS, Tammy is an independent legal entity operating independently of the City of Highland, Illinois; and

WHEREAS, Tammy desires to install a pet-wash station at Rinderer Park; and *See proposed location attached hereto as **Exhibit A**.*

WHEREAS, Tammy shall be responsible for all associated costs and/or fees for the installation of the pet-wash station at Rinderer Park; and

WHEREAS, Tammy shall be responsible for all monthly costs and/or fees associated with the pet-wash station including, but not limited to water, electric, and septic; and

WHEREAS, City agrees to lease shared space next to the dog-park in Rinderer Park; and

WHEREAS, Tammy shall submit to City in writing, prior to any construction of the pet-wash station, the following:

1. The proposed final location of the desired pet-wash station;
2. A drawing, map, and/or plat of the desired pet-wash station; and
3. A drawing, graphic, and/or blueprint of the final design of the pet-wash station

and

WHEREAS, Tammy shall pay for any and all maintenance and/or repair to the proposed pet-wash station; and

WHEREAS, Tammy shall pay City ten percent (10%) of all monthly revenue from the pet-wash station installed at Rinderer Park; and

WHEREAS, Parties agree the terms of this agreement may be revisited for amendment, and any and all revisions and/or amendments to this agreement must be disclosed in writing, agreed, and executed by both parties; and

WHEREAS, this Agreement is made and entered into effective as of the date passed by Resolution and shall terminate two (2) years after it becomes effective; and

WHEREAS, this Agreement may automatically renew for additional two (2) year terms if not terminated by either Party; and

WHEREAS, City has the right, at its sole discretion, to terminate this lease Agreement at any time, with or without cause with thirty (30) days' notice to Tammy; and

WHEREAS, Tammy has the right, at its sole discretion, to terminate this lease Agreement at any time, with or without cause with thirty (30) days' notice to City; and

WHEREAS, Tammy agrees in no event will City of Highland, Illinois be liable for any special, direct, indirect, consequential, or incidental damages, or any damages whatsoever, whether in an action of contract, negligence, intentional tort, other tort, or any cause of action of any kind, in law or equity, arising out of or in connection with Tammy's use of space at Rinderer Park, or any activity of Tammy, or individuals participating in the use of the desired pet-wash station at Rinderer Park; and

WHEREAS, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this Agreement, shall be brought in the Circuit Court in Madison County, Illinois, or the Southern District of Illinois; and

WHEREAS, this Agreement is subject to the approval of this Agreement by the City Council; and

WHEREAS, the parties agree to the following:

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned without the written approval of City.
- b. Person Defined. The word "Tammy" as used herein shall include all individuals, partnerships, limited liability companies, corporations, any business entities of any kind, or any other entities whatsoever.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline

hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Waiver. The failure of either Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or thereunder or of the future performance of any such term, covenant or condition, but the obligation of the Parties with respect thereto shall continue in full force and effect.
- f. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- g. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the City of Highland, Illinois, shall be entitled to all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs resulting from any action, mediation, arbitration, proceeding, or litigation.
- h. Entire Agreement. This Agreement supersedes all previous agreements between City of Highland and Tammy, and constitutes the entire agreement between the City of Highland, Illinois and Tammy, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding unless in writing and signed by both parties. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- i. Construction. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties or Party's lawyers, it being recognized that both Parties have

contributed substantially and materially to the preparation and/or negotiation of this Agreement.

- j. Compliance with Laws, Regulations, and Accreditation. The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should City of Highland have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto, City shall give written notice to Tammy regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of City first providing notice to Tammy of the need to amend this Agreement to comply with the laws and regulations, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice.
- k. Indemnity, Hold Harmless, and Tender of Defense. Tammy shall indemnify and hold harmless the City of Highland, Illinois, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorney's fees) which may arise directly or indirectly from Tammy's affiliation with the City of Highland, Illinois. Tammy understands and agrees that in no way does this Agreement create any liability of any kind for City of Highland, Illinois regarding Tammy's affiliation with City of Highland, Illinois. Tammy shall, at her own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith with Tammy's affiliation with City of Highland, Illinois. If any judgment shall be rendered against City of Highland, Illinois, its agents, officers, officials or employees in any such action, Tammy shall, at its expense, satisfy and discharge the same.
- l. Termination of Agreement. City shall have the absolute and immediate right to terminate this Agreement with thirty (30) days' notice to Tammy. Tammy agrees it has no property rights pursuant to this Agreement and no cause of action or remedy for termination of this Agreement.
- m. Acceptance of Contract. Tammy and City intend to execute this Agreement prior to City obtaining the approvals necessary to give force and effect to this Agreement. City

represents that this Agreement must be passed by Resolution and the affirmative vote of the majority of the corporate authorities then holding office. Neither Tammy nor City shall have any obligation under this Agreement until City has obtained all necessary approvals to this Agreement having full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

TAMMY NELSON-BURRIS
13421 Michael Road
Highland, Illinois 62249

By: _____

Date: _____

CITY OF HIGHLAND, ILLINOIS:
City of Highland
Madison County, Illinois
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218

Chris Conrad
City Manager
City of Highland, Illinois

By: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND FRATERNAL ORDER OF POLICE –
PATROL OFFICERS' UNIT**

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 Illinois Labor Relations Board (“ILRB”) has recognized the Illinois Fraternal Order of Police Labor Council (“FOP”) as the exclusive representative for the Bargaining Unit comprised of all full-time police officers; and

WHEREAS, because of that recognition by the ILRB, the City is obligated by the Illinois Public Labor Relations Act (5 ILCS 315/1, et seq.) (“Act”) to bargain with the FOP concerning the Bargaining Unit’s wages, hours and working conditions; and

WHEREAS, the City, by and through its designated bargaining team, has complied with the Act and has conducted negotiations with the FOP; and

WHEREAS, the City, by and through its designated bargaining team, has conducted negotiations with the FOP regarding Patrol Officers in the City Police Department; and

WHEREAS, the City and the FOP now desire to enter into the collective bargaining agreement (“Agreement”) regarding Patrol Officers in the City Police Department that is attached hereto and incorporated herein as **Exhibit A**.

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

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

Section 2. The Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby accepted and approved as the collective bargaining agreement between the City of Highland, Illinois, and the Illinois Fraternal Order of Police Labor Council for the Bargaining Unit regarding Patrol Officers in the City Police Department, for the period from May 1, 2025, through April 30, 2028.

Section 3. The City Manager is authorized and directed, on behalf of the City of Highland, Illinois, to execute the Agreement.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND FRATERNAL ORDER OF POLICE –
SERGEANTS**

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 Illinois Labor Relations Board (“ILRB”) has recognized the Illinois Fraternal Order of Police Labor Council (“FOP”) as the exclusive representative for the Bargaining Unit comprised of all full-time police officers; and

WHEREAS, because of that recognition by the ILRB, the City is obligated by the Illinois Public Labor Relations Act (5 ILCS 315/1, et seq.) (“Act”) to bargain with the FOP concerning the Bargaining Unit’s wages, hours and working conditions; and

WHEREAS, the City, by and through its designated bargaining team, has complied with the Act and has conducted negotiations with the FOP; and

WHEREAS, the City, by and through its designated bargaining team, has conducted negotiations with the FOP regarding Sergeants in the City Police Department; and

WHEREAS, the City and the FOP now desire to enter into the collective bargaining agreement (“Agreement”) regarding Sergeants in the City Police Department that is attached hereto and incorporated herein as **Exhibit A**.

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

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

Section 2. The Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby accepted and approved as the collective bargaining agreement between the City of Highland, Illinois, and the Illinois Fraternal Order of Police Labor Council for the Bargaining Unit regarding Sergeants in the City Police Department, for the period from May 1, 2025, through April 30, 2028.

Section 3. The City Manager is authorized and directed, on behalf of the City of Highland, Illinois, to execute the Agreement.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS**

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 Illinois Labor Relations Board (“ILRB”) has recognized the International Union of Operating Engineers (“IUOE”) as the exclusive representative for the Bargaining Unit comprised of all workers from street and alley, water and sewer distribution, water plant, sewer plant, and power plant; and

WHEREAS, because of that recognition by the ILRB, the City is obligated by the Illinois Public Labor Relations Act (5 ILCS 315/1, et seq.) (“Act”) to bargain with the IUOE concerning the Bargaining Unit’s wages, hours and working conditions; and

WHEREAS, the City, by and through its designated bargaining team, has complied with the Act and has conducted negotiations with the IUOE; and

WHEREAS, the City, by and through its designated bargaining team, has conducted negotiations with the IUOE regarding the employees from street and alley, water and sewer distribution, water plant, sewer plant, and power plant; and

WHEREAS, the City and the IUOE now desire to enter into the collective bargaining agreement (“Agreement”) regarding the City employees from street and alley, water and sewer distribution, water plant, sewer plant, and power plant; and

WHEREAS, the City Manager is authorized and directed to finalize negotiations according to direction from the City Council and to execute the Agreement.

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

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

Section 2. The City Manager has received direction from the City Council regarding the terms and conditions of the collective bargaining agreement between the City of Highland, Illinois, and the International Union of Operating Engineers for the Bargaining Unit regarding City employees from street and alley, water and sewer distribution, water plant, sewer plant, and power plant, for the period from May 1, 2025, through April 30, 2028.

Section 3. The City Manager is authorized and directed, on behalf of the City of Highland, Illinois, to finalize negotiations and execute the Agreement.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

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

WHEREAS, the Illinois Labor Relations Board (“ILRB”) has recognized the International Brotherhood of Electrical Workers (“IBEW”) as the exclusive representative for the bargaining unit comprised of IBEW employees working for City Light and Power Department and City of Highland, an Illinois Municipal Corporation, d/b/a Highland Communication Services (“HCS”); and

WHEREAS, because of that recognition by the ILRB, City is obligated by the Illinois Public Labor Relations Act (5 ILCS 315/1, *et seq.*) (“Act”) to bargain with the IBEW concerning the bargaining unit’s wages, hours and working conditions; and

WHEREAS, City, by and through its designated bargaining team, has complied with the Act and has conducted negotiations with the IBEW; and

WHEREAS, City, by and through its designated bargaining team, has conducted negotiations with the IBEW regarding IBEW employees employed by City Light and Power Department and HCS; and

WHEREAS, City and the IBEW now desire to enter into the collective bargaining agreement (“Agreement”) regarding IBEW employees employed by the City Light and Power Department and HCS attached hereto and incorporated herein as **Exhibit A**.

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

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

Section 2. The Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby accepted and approved as the collective bargaining agreement between the City of Highland, Illinois, and the International Brotherhood of Electrical Workers for the bargaining unit regarding IBEW employees working for City Light and Power Department and HCS, for the period of May 1, 2025 through April 30, 2029.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, Illinois, to execute the Agreement (**Exhibit A**).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

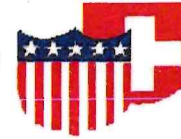
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	DEPARTMENT	CHECK/PAYMENT DATE	GROSS AMOUNT
4,731	AMAZON CAPITAL SERVI	1 QTY LYSOL DISINFECTANT SPRAY	001-00-000-00000-115700	4/18/2025	55.99
4,731	AMAZON CAPITAL SERVI	CALCULATOR ROLLS, TAPE	001-00-000-00000-115700	4/18/2025	76.46
4,731	AMAZON CAPITAL SERVI	1 QTY FEBREEZE AIR MIST	001-00-000-00000-115700	4/18/2025	16.44
4,791	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-00-000-00000-115700	4/18/2025	79.99
4,817	OFFICE ESSENTIALS IN	SUPPLIES FOR C.P.	001-00-000-00000-115700	4/18/2025	501.25
4,817	OFFICE ESSENTIALS IN	SUPPLIES FOR C.P.	001-00-000-00000-115700	4/18/2025	55.20
4,817	OFFICE ESSENTIALS IN	SUPPLIES FOR C.P.	001-00-000-00000-115700	4/18/2025	34.40
4,817	OFFICE ESSENTIALS IN	SUPPLIES FOR C.P.	001-00-000-00000-115700	4/18/2025	439.90
TOTAL					1,259.63
4,731	AMAZON CAPITAL SERVI	2 QTY MIRCROSOFT SURFACE PRO 10,2-KEYBOARD	001-00-018-00000-547000-	4/18/2025	4,131.45
4,862	CDW G Inc	16 QTY DELL 7020 I7-14700 512/32 W11P	001-00-018-00000-547000-	4/18/2025	13,846.69
4,862	CDW G Inc	16 QTY DELL 7020 I7-14700 512/32 W11P	001-00-018-00000-547000-	4/18/2025	6,293.95
4,862	CDW G Inc	MALWAREBYTES THREATDOWN ADV 1Y	001-00-018-00000-553000-	4/18/2025	11,300.20
TOTAL					35,572.29
4,865	LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	001-10-011-00000-522000	4/18/2025	10,841.41
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-10-011-00000-531000	4/18/2025	391.04
4,821	QUADIENT INC.	POSTAGE MACHINE METER RENTAL 01/01/25-03/31/25	001-10-011-00000-534000	4/18/2025	223.80
4,855	WATTS COPY SYSTEMS	COPIER USAGE/LEASE	001-10-011-00000-534000	4/18/2025	452.60
4,791	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-10-011-00000-536000	4/18/2025	326.08
4,720	CHARLES B HELLIGE	CLOCK TOWER DEPOSIT	001-10-011-00000-538000	4/11/2025	1,700.00
4,731	AMAZON CAPITAL SERVI	1 QTY DATE STAMP, FILTERS	001-10-011-00000-538000	4/18/2025	82.90
4,731	AMAZON CAPITAL SERVI	1 QTY POCKET FOLDERS, SCALE	001-10-011-00000-539000	4/18/2025	32.39
4,783	Highland Area Christ	MARCH 2025 GOOD SAMARITAN	001-10-011-00000-539000	4/18/2025	146.21
4,799	Louis Latzer Memoria	MEMORIAL BOOK K NEUDECKER TIMELESS REVIVAL	001-10-011-00000-539000	4/18/2025	26.00
4,825	Rotary Club of Highl	DUES/MEALS 01/01/25-03/31/25 C CONRAD	001-10-011-00000-539000	4/18/2025	160.00
4,834	Southwestern Illinoi	2025 MEMBERSHIP DUES	001-10-011-00000-539000	4/18/2025	200.00
4,870	Scheffel Boyle	AUDIT SERVICES FY2024	001-10-011-00000-539000	4/18/2025	65,750.00
4,768	ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	001-10-011-00000-539050	4/18/2025	2,012.28
4,784	Highland Communicati	HCS SERVICE - CITY HALL	001-10-011-00000-539050	4/18/2025	607.05
4,784	Highland Communicati	HCS SERVICE- HACSM	001-10-011-00000-539050	4/18/2025	41.95
4,768	ELLIOTT DATA SYSTEMS	ACCESS MANAGER DEVICE LIC/PERSPECTIVE CAMERA LIC	001-10-011-00000-539300	4/18/2025	383.00
4,731	AMAZON CAPITAL SERVI	1 QTY DATE STAMP, FILTERS	001-10-011-00000-543000	4/18/2025	15.95
4,731	AMAZON CAPITAL SERVI	1 QTY POCKET FOLDERS, SCALE	001-10-011-00000-543000	4/18/2025	10.29
4,753	City Of Highland	MARCH CENTRAL PURCHASING	001-10-011-00000-543000	4/18/2025	421.02
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-10-011-00000-553000	4/18/2025	80.55
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-10-011-00000-553000	4/18/2025	246.16
TOTAL					84,150.68
4,865	LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	001-20-012-00000-522000	4/18/2025	1,808.17
4,762	DEFENSIVE EDGE TRAIN	COURSE REGISTRATION FEE- ARMORER COURSE- S ZOBRIST	001-20-012-00000-524000	4/18/2025	550.00
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-012-00000-531000	4/18/2025	699.77
4,733	Ameren Illinois	GAS SERVICE	001-20-012-00000-533000	4/18/2025	377.87
4,855	WATTS COPY SYSTEMS	COPIER USAGE/LEASE	001-20-012-00000-534000	4/18/2025	43.62
4,754	CITY OF HIGHLAND	MTN/REPAIR SRO CHARGER (2015)	001-20-012-00000-536010	4/18/2025	54.61
4,754	CITY OF HIGHLAND	MTN/REPAIR #1	001-20-012-00000-536010	4/18/2025	54.24
4,754	CITY OF HIGHLAND	MTN/REPAIR #6	001-20-012-00000-536010	4/18/2025	44.99
4,754	CITY OF HIGHLAND	MTN/REPAIR #13	001-20-012-00000-536010	4/18/2025	52.75
4,785	HIGHLAND PRINTERS	1 QTY #2475 TIME CARDS QTY 500	001-20-012-00000-539000	4/18/2025	124.00
4,832	SIPCA	SIPCA MEMBERSHIP RENEWAL 2025	001-20-012-00000-539000	4/18/2025	100.00
4,843	TIMES TRIBUNE	LEGAL-NOTICE OF MUNICIPAL LETTING BIDPD01-25&02-25	001-20-012-00000-539000	4/18/2025	21.60
4,768	ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	001-20-012-00000-539050	4/18/2025	2,814.00
4,784	Highland Communicati	HCS SERVICE - PD	001-20-012-00000-539050	4/18/2025	651.03
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-012-00000-539050	4/18/2025	415.90
4,768	ELLIOTT DATA SYSTEMS	ACCESS MANAGER DEVICE LIC/PERSPECTIVE CAMERA LIC	001-20-012-00000-539300	4/18/2025	618.00
4,798	LEADSONLINE LLC	POWERPLUS INVESTIGATION SYSTEM 05/01/25-04/30/26	001-20-012-00000-539300	4/18/2025	3,106.00
4,753	City Of Highland	MARCH CENTRAL PURCHASING	001-20-012-00000-543000	4/18/2025	287.86
4,731	AMAZON CAPITAL SERVI	MODERN POLICE MGT. SHOES,POLICEADMIN, JOGGERS	001-20-012-00000-544000	4/18/2025	577.33
4,731	AMAZON CAPITAL SERVI	1 QTY CREATINE, SHOES, PROTEIN POWDER-SUTTON	001-20-012-00000-544001-	4/18/2025	255.38
4,731	AMAZON CAPITAL SERVI	BOOT,PRE-WORKOUT,RUNNING SHOES-BRINES	001-20-012-00000-544001-	4/18/2025	232.60
4,731	AMAZON CAPITAL SERVI	LAW OFFICER MANUAL, EFFECTIVE SUPERVISORY-BRINES	001-20-012-00000-544001-	4/18/2025	136.74
4,794	KENT THOLE	REIM - TRANSPARENT LABS- K THOLE 02/25	001-20-012-00000-544001-	4/18/2025	107.03
4,794	KENT THOLE	REIM BATTLE ROPE, JUMP BOX, KETTLE GYRP- K THOLE	001-20-012-00000-544001-	4/18/2025	173.83
4,767	ELIJAH TRUJILLO	REIM O'REILLY-LED LAMP BULBS CAR #1 & #6	001-20-012-00000-545000	4/18/2025	16.63
4,719	MORROW BROTHERS FORD	POLICE VEH 2025 FORD VEH#1FM5K8AB05GA73812	001-20-012-00000-553000	4/11/2025	45,988.00
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-012-00000-553000	4/18/2025	80.55
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-012-00000-553000	4/18/2025	246.16
TOTAL					59,638.66
4,865	LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	001-20-013-00000-522000	4/18/2025	1,548.78
4,808	MORAN ECONOMIC DEVEL	TECHNICAL PLANNING & ZONING PLAT REVIEW	001-20-013-00000-523000	4/18/2025	260.00
4,774	FRONTIER	PHONE CHARGES- B&Z	001-20-013-00000-531000	4/18/2025	69.23
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-013-00000-531000	4/18/2025	51.87
4,784	Highland Communicati	HCS SERVICE - B&Z	001-20-013-00000-539050	4/18/2025	168.79
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-013-00000-539050	4/18/2025	108.03
4,752	City Of Highland	ELECTRIC INSPECTION - 1011 WASHINGTON ST	001-20-013-00000-539081	4/18/2025	330.00
4,752	City Of Highland	ELECTRIC INSPECTION - 184 WOODCREST DR	001-20-013-00000-539081	4/18/2025	50.00

4,752 City Of Highland	ELECTRIC INSPECTION - 1515 4TH ST	001-20-013-00000-539081	4/18/2025	50.00
4,857 ZOBRIST ELECTRIC INC	INSPECTIONS	001-20-013-00000-539081	4/18/2025	544.00
4,757 CRAIG LOYET	MARCH 2025 FINAL PLUMBING INSPECTION	001-20-013-00000-539082	4/18/2025	435.00
4,844 TIMOTHY SINGLER	MARCH 2025 FINAL PLUMBING INSPECTION	001-20-013-00000-539082	4/18/2025	435.00
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-013-00000-553000	4/18/2025	80.55
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-013-00000-553000	4/18/2025	246.16
		TOTAL		4,377.41
4,865 LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	001-20-014-00000-522000	4/18/2025	274.66
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-014-00000-531000	4/18/2025	9.52
4,805 MIDWEST OCCUPATIONAL	ON-SITE TECH FEE, RESPIRATOR CLEARANCE, FIT TEST	001-20-014-00000-539000	4/18/2025	2,446.00
4,855 WATTS COPY SYSTEMS	COPIER/USAGE LEASE	001-20-014-00000-539000	4/18/2025	79.83
4,768 ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	001-20-014-00000-539050	4/18/2025	684.00
4,784 Highland Communicati	HCS SERVICE- FIRE STATION #2	001-20-014-00000-539050	4/18/2025	2.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-014-00000-539050	4/18/2025	268.84
4,788 HUELS OIL CO	MARCH DIESEL FUEL	001-20-014-00000-542000	4/18/2025	76.75
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-014-00000-543000	4/18/2025	7.61
4,736 BANNER FIRE EQUIPMEN	1 QTY MENS X2 LEATHER BOOT - K BAKER	001-20-014-00000-544000	4/18/2025	351.00
4,764 DINGES FIRE COMPANY	EZH H-BACK QUICK ADJUST METAL LOOPS	001-20-014-00000-544000	4/18/2025	247.80
4,770 EVERLASTING ETCH	21 QTY ACCOUNTABILITY TAG	001-20-014-00000-544000	4/18/2025	36.75
4,810 MUNICIPAL EMERGENCY	1 QTY PERFORMANCE POLO -A SEEGERs	001-20-014-00000-544000	4/18/2025	73.39
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-014-00000-545000	4/18/2025	0.44
4,760 DATATRONICS INC	1 QTY MUC, 6 UNIT, 6 QTY CHARGING POCKET	001-20-014-00000-547000	4/18/2025	647.00
4,778 GOLDEN WEST INDUSTRI	4 QTY TARP GREEN, 1 QTY CHEM CODE 3 SPEED WAX	001-20-014-00000-547000	4/18/2025	568.29
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-014-00000-547000	4/18/2025	211.41
		TOTAL		5,985.29
4,865 LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	001-40-017-00000-522000	4/18/2025	1,548.78
4,853 W JOE GILLESPIE III	REIM 2025 APWA IL CHAPTER LUNCHEON 04/01/25 JOE	001-40-017-00000-524000	4/18/2025	25.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-40-017-00000-531000	4/18/2025	244.60
4,831 SETTING SAIL LLC	FED EX GROUND- DAVIS INSTRUMENTS	001-40-017-00000-532000	4/18/2025	81.53
4,733 Ameren Illinois	GAS CHARGES - S & A	001-40-017-00000-533000	4/18/2025	291.15
4,856 WELLS FARGO VENDOR F	RICOH COPIER IM C3500 - PUBLIC WORKS	001-40-017-00000-534000	4/18/2025	263.96
4,740 BLUFF EQUIPMENT INC	4 QTY O-RING, 2 QTY ASSY COUPLE	001-40-017-00000-536000	4/18/2025	479.46
4,740 BLUFF EQUIPMENT INC	REPLACE BRAKES, REBUILD AC SYSTEM, WIDEN REAR TIRE	001-40-017-00000-536000	4/18/2025	3,871.25
4,754 CITY OF HIGHLAND	MTN/REPAIR #65	001-40-017-00000-536010	4/18/2025	3,788.58
4,754 CITY OF HIGHLAND	MTN/REPAIR #63	001-40-017-00000-536010	4/18/2025	324.72
4,737 BARNETT PEST Solutio	PEST CONTROL - INSIDE- FEB. TIC.# 11490	001-40-017-00000-539000	4/18/2025	40.00
4,737 BARNETT PEST Solutio	PEST CONTROL - MARCH -- INSIDE. -TIC. # 12161	001-40-017-00000-539000	4/18/2025	40.00
4,789 ILLINOIS DEPARTMENT	COMMERCIAL NOT FOR HIRE APPLICATOR LICENSE- KLEIN	001-40-017-00000-539000	4/18/2025	90.00
4,766 DR. WOOD TREES & LAN	22 HRS. SEC. 2 TREE WORK & STUMP REMOVAL	001-40-017-00000-539022	4/18/2025	3,400.00
4,784 Highland Communicati	HCS CHARGES - PW	001-40-017-00000-539050	4/18/2025	225.00
4,784 Highland Communicati	HCS CHARGES - S & A	001-40-017-00000-539050	4/18/2025	28.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-40-017-00000-539050	4/18/2025	5.43
4,788 HUELS OIL CO	MARCH DIESEL FUEL	001-40-017-00000-542000	4/18/2025	1,134.03
4,788 HUELS OIL CO	DHS-PREM-OFF-ROAD DIESEL	001-40-017-00000-542000	4/18/2025	189.55
4,788 HUELS OIL CO	DHS-PREM-OFF-ROAD DIESEL	001-40-017-00000-542000	4/18/2025	399.05
4,753 City Of Highland	MARCH CENTRAL PURCHASING	001-40-017-00000-543000	4/18/2025	162.02
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-40-017-00000-543000	4/18/2025	234.04
4,795 KIRCHNER BUILDING	RETURN 6:2X8-14 #1SP KD-HT 1 1/2X1 1/4 -INV.687999	001-40-017-00000-543000	4/18/2025	-81.78
4,795 KIRCHNER BUILDING	6: 2X8-14 #1 SP KD-HT 1 1/2X 1 1/4	001-40-017-00000-543000	4/18/2025	81.78
4,795 KIRCHNER BUILDING	#1 SYP D-HT 1 1/2 X 7 1/4	001-40-017-00000-543000	4/18/2025	99.12
4,795 KIRCHNER BUILDING	CHALK MARKING REFILL - BLUE, 5 LB.	001-40-017-00000-543000	4/18/2025	11.99
4,802 McKay Auto Parts Inc	CLEAR RTV 3 0	001-40-017-00000-543000	4/18/2025	6.99
4,814 Nu Way Concrete Form	MKG. FLAGS, CONCRETE PLACER, SLUSH BOOT, SCRAPER	001-40-017-00000-543000	4/18/2025	382.50
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-40-017-00000-544000	4/18/2025	95.18
4,744 BUCHER MUNICIPAL	NOZZLE WHEEL ASSY. - INV. 12/31/24- JUST REC'D.	001-40-017-00000-545000	4/18/2025	732.31
4,744 BUCHER MUNICIPAL	NOZZLE, IMPELLER BALANCED-INV. 12/31/24 JUST REC'D	001-40-017-00000-545000	4/18/2025	5,240.64
4,744 BUCHER MUNICIPAL	FLAP CYLINDER - INV. 2-26-25 - JUST REC'D	001-40-017-00000-545000	4/18/2025	742.10
4,744 BUCHER MUNICIPAL	ORING, HYD. FILLER, FILTER-INV. 2-13-25 JUST REC'D	001-40-017-00000-545000	4/18/2025	259.23
4,800 Luby Equipment Servi	EDGE,CUTTING,NUT,BOLT,PLOW,PAINT	001-40-017-00000-545000	4/18/2025	35.96
4,824 REDING TIRE & BATTER	TRUCK #67 - TIRES	001-40-017-00000-546000	4/18/2025	2,009.08
4,809 MUG-A-BUG	MOS-1607. PERM-X 4-4, 55 GAL.	001-40-017-00000-549000	4/18/2025	2,847.00
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-40-017-00000-553000	4/18/2025	80.55
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-40-017-00000-553000	4/18/2025	246.16
4,823 RED E MIX LLC	7 BAG- 24.5 CY, \$179 P/CY, WINT. SERV., 1/2%NCA	001-40-017-00000-554000	4/18/2025	4,587.63
4,806 Mike A Maedje Trucki	RR3 - 16.24 T., \$28.50 P/T- TIC. # 1911	001-40-017-00000-555050	4/18/2025	462.84
		TOTAL		34,705.43
4,872 TROUW NUTRITION USA	2023 INCREMENTAL TAX INCENTIVE	006-70-006-00000-582000	4/18/2025	57,028.43
4,872 TROUW NUTRITION USA	2024 INCREMENTAL TAX INCENTIVE	006-70-006-00000-582000	4/18/2025	61,115.62
		TOTAL		118,144.05
4,865 LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	007-70-007-00000-522000	4/18/2025	137.33
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	007-70-007-00000-531000	4/18/2025	51.87
4,803 METTLER DEVELOPMENT	SINGLE -FAMILY HOME INCENTIVE -267 CARTER RIDGE DR	007-70-007-00000-539000	4/18/2025	4,000.00
4,825 Rotary Club of Highl	DUES/MEALS 01/01/25-03/31/25 M HUBBARD	007-70-007-00000-539000	4/18/2025	160.00
		TOTAL		4,349.20
4,738 Beelman Ready Mix	CA6 - 104.29 T., \$13.02P/T	008-40-000-00000-543000	4/18/2025	1,357.85
4,854 Warning Lites of Sou	274 VARIOUS SIGNS: STREET NAMES, PEDEST. NO PARK.	008-40-000-00000-543000	4/18/2025	5,383.24
4,854 Warning Lites of Sou	POSTS 1.75"x1.75"x10', POSTS 2"x2"x10'	008-40-000-00000-543000	4/18/2025	3,476.60
4,868 MORTON SALT INC	SALT 265.12 T, \$73.80 P/T	008-40-000-00000-543000	4/18/2025	19,565.86
4,868 MORTON SALT INC	SALT - 157.68 T, \$73.80 P/T	008-40-000-00000-543000	4/18/2025	11,636.78
		TOTAL		41,420.33
4,774 FRONTIER	KRC MONTHLY PHONE BILL	009-60-009-00000-531000	4/18/2025	231.33

4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	009-60-009-00000-531000	4/18/2025	56.87
4,733 Ameren Illinois	KRC GAS UTILITIES	009-60-009-00000-533000	4/18/2025	1,466.50
4,745 BUILDINGSTARS INC	KRC MONTHLY CLEANING SERVICE BILL	009-60-009-00000-538001	4/18/2025	2,913.00
ACH IL Department Of Rev	MARCH SALES TAX	009-60-009-00000-539000	4/14/2025	218.00
4,732 AMBER TOMPKINS	REFUND FOR KRC PARTY RENTAL 4/26/25	009-60-009-00000-539000	4/18/2025	160.00
4,747 CAPRI POOLS & AQUA	KRC POOL MAINTENANCE	009-60-009-00000-539000	4/18/2025	298.50
4,765 DONITTA PRATHER	REFUND FOR BALANCE LEFT FOR PARTY RENTAL	009-60-009-00000-539000	4/18/2025	40.00
4,840 Tech Electronics Inc	COVERAGE PERIOD 4/8-7/7/2025 FIRE ALARM	009-60-009-00000-539000	4/18/2025	87.00
4,846 TK ELEVATOR CORPORAT	ELEVATOR SERVICE FROM 4/1-6/30/2025	009-60-009-00000-539000	4/18/2025	1,519.73
4,784 Highland Communicati	KRC WIFI	009-60-009-00000-539050	4/18/2025	295.00
4,729 ALL AMERICAN SPORTSW	INDOOR IRONMAN T SHIRTS	009-60-009-00000-543000	4/18/2025	508.75
4,753 City Of Highland	MARCH CENTRAL PURCHASING	009-60-009-00000-543000	4/18/2025	888.05
4,786 HIGHLAND'S TRU BUY	KRC- CHEESE SAUCE	009-60-009-00000-543050	4/18/2025	51.96
4,801 MAZZIO'S PIZZA	PIZZAS FOR PARTY RENTALS (MARCH)	009-60-009-00000-543050	4/18/2025	1,336.00
4,818 PEPSI	KRC PEPSI SUPPLIES	009-60-009-00000-543050	4/18/2025	517.31
4,729 ALL AMERICAN SPORTSW	KRC AND PARKS WORK SHIRTS	009-60-009-00000-544000	4/18/2025	867.50
4,842 The Lifeguard Store	SKIMMER, LEAF RAKE, BRUSH, ROPE FLOATS	009-60-009-00000-547000	4/18/2025	59.70
	TOTAL			11,515.20
4,774 FRONTIER	WCC MONTHLY PHONE BILL	009-60-016-00000-531000	4/18/2025	76.23
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	009-60-016-00000-531000	4/18/2025	433.99
4,733 Ameren Illinois	BRAD'S SHED GAS UTILITIES	009-60-016-00000-533000	4/18/2025	159.07
4,755 City Utilities	QB CLUB BUILDING UTILITIES	009-60-016-00000-533000	4/18/2025	96.19
4,755 City Utilities	QB CLUB BUILDING UTILITIES	009-60-016-00000-533000	4/18/2025	37.64
4,837 Sunbelt Rentals Inc	ELECT SCISSOR RENTAL	009-60-016-00000-534000	4/18/2025	620.00
4,746 CAN CLEANER LLC	TRASH CAN CLEANING SERVICE	009-60-016-00000-536000	4/18/2025	171.00
4,754 CITY OF HIGHLAND	2021 CHEVY SILVERADO VEHICLE OIL CHANGE	009-60-016-00000-536010	4/18/2025	80.81
4,754 CITY OF HIGHLAND	MARK'S JEEP OIL CHANGE	009-60-016-00000-536010	4/18/2025	114.66
ACH IL Department Of Rev	MARCH SALES TAX	009-60-016-00000-539000	4/14/2025	73.00
4,737 BARNETT PEST Solutio	WCC MONTHLY PEST CONTROL BILL (FEBRUARY)	009-60-016-00000-539000	4/18/2025	35.00
4,737 BARNETT PEST Solutio	WCC MONTHLY PEST CONTROL BILL (MARCH)	009-60-016-00000-539000	4/18/2025	35.00
4,777 GELLY EXCAVATING & C	SILVER LAKE ROCK HAUL	009-60-016-00000-539000	4/18/2025	395.75
4,782 HEDIGER'S BACKHOE IN	RINDERER PARK DOG PARK PUMP	009-60-016-00000-539000	4/18/2025	250.00
4,812 NICOLE MINTERT	REFUND FOR PAVILION RENTAL	009-60-016-00000-539000	4/18/2025	60.00
4,836 SUMNER ONE INC.	WCC MONTHLY PRINTER BILL	009-60-016-00000-539000	4/18/2025	65.00
4,768 ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	009-60-016-00000-539050	4/18/2025	221.00
4,784 Highland Communicati	WCC WIFI	009-60-016-00000-539050	4/18/2025	3.00
4,784 Highland Communicati	BRAD'S SHED WIFI	009-60-016-00000-539050	4/18/2025	3.00
4,784 Highland Communicati	SENIOR CENTER WIFI	009-60-016-00000-539050	4/18/2025	4.00
4,784 Highland Communicati	GLIK PARK WIFI	009-60-016-00000-539050	4/18/2025	2.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	009-60-016-00000-539050	4/18/2025	5.43
4,786 HIGHLAND'S TRU BUY	SENIOR DAY 03/12/25	009-60-016-00000-539065	4/18/2025	14.48
4,796 KORTE MEAT PROCESSIN	SENIOR DAY LUNCH ITEMS	009-60-016-00000-539065	4/18/2025	80.00
4,735 ANNA EADS	REFUND FOR YAH SPRINGFIELD TRIP	009-60-016-00000-539066	4/18/2025	105.00
4,788 HUELS OIL CO	MARCH DIESEL FUEL	009-60-016-00000-542000	4/18/2025	157.00
4,731 AMAZON CAPITAL SERVI	2 QTY NO SMOKING SIGNS, 1 QTY SOLAR POST CAP LIGHT	009-60-016-00000-543000	4/18/2025	133.97
4,753 City Of Highland	MARCH CENTRAL PURCHASING	009-60-016-00000-543000	4/18/2025	544.60
4,763 DigitalArtz LLC	QR CODE EVENT SIGNS FOR MULTIPLE PARKS	009-60-016-00000-543000	4/18/2025	342.30
4,770 EVERLASTING ETCH	MEMORIAL TREE PLAQUES	009-60-016-00000-543000	4/18/2025	39.00
4,787 HOME NURSERY INC	REPLACEMENT LANDSCAPE PLANTS FOR SILVER LAKE	009-60-016-00000-543000	4/18/2025	216.50
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-543000	4/18/2025	196.68
4,833 SITEONE LANDSCAPE SU	REDTOP DRESSING FOR OPTIMIST FIELD	009-60-016-00000-543000	4/18/2025	2,675.00
4,787 HOME NURSERY INC	MEMORIAL TREES	009-60-016-00000-543022	4/18/2025	270.00
4,838 SWITZER FOOD AND SUP	GLIK PARK CONCESSIONS SUPPLIES	009-60-016-00000-543050	4/18/2025	464.63
4,818 PEPSI	WCC CONCESSIONS SUPPLIES	009-60-016-00000-543051-	4/18/2025	411.28
4,729 ALL AMERICAN SPORTSW	KRC AND PARKS WORK SHIRTS	009-60-016-00000-544000	4/18/2025	819.00
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-545000	4/18/2025	411.96
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-547000	4/18/2025	290.94
4,842 The Lifeguard Store	SKIMMER, LEAF RAKE, BRUSH, ROPE FLOATS	009-60-016-00000-547000	4/18/2025	38.75
4,776 FS TURF SOLUTIONS ST	PARKS TURF CHEMICALS	009-60-016-00000-549000	4/18/2025	72.50
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	009-60-016-00000-553000	4/18/2025	80.55
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	009-60-016-00000-553000	4/18/2025	246.16
	TOTAL			10,552.07
4,772 Ferrellgas	OUTDOOR POOL GAS TANK	009-60-503-00000-533000	4/18/2025	149.99
4,842 The Lifeguard Store	SKIMMER, LEAF RAKE, BRUSH, ROPE FLOATS	009-60-503-00000-547000	4/18/2025	44.75
	TOTAL			194.74
4,772 Ferrellgas	LATE CHARGE - CEMETERY	009-60-715-00000-533000	4/18/2025	0.10
4,754 CITY OF HIGHLAND	CEMETERY DUMP TRUCK OIL CHANGE	009-60-715-00000-536010	4/18/2025	97.93
4,731 AMAZON CAPITAL SERVI	2 QTY SOLAR FLAG POLE LIGHT	009-60-715-00000-543000	4/18/2025	86.39
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-715-00000-543000	4/18/2025	128.83
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-715-00000-544000	4/18/2025	12.99
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-715-00000-545000	4/18/2025	34.76
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-715-00000-547000	4/18/2025	139.99
4,776 FS TURF SOLUTIONS ST	CEMETERY TURF CHEMICALS	009-60-715-00000-549000	4/18/2025	179.00
4,776 FS TURF SOLUTIONS ST	CEMETERY TURF CHEMICALS	009-60-715-00000-549000	4/18/2025	1,202.50
	TOTAL			1,882.49
4,869 ON BOARD CHARCUTERIE	FACADE PROGRAM	012-70-000-00000-582000	4/18/2025	10,000.00
	TOTAL			10,000.00
4,816 OATES ASSOCIATES INC	HIGHLAND BICYCLE & PEDESTRIAN MASTERN PLAN	050-40-050-00000-550500	4/18/2025	3,420.00
	TOTAL			3,420.00
ACH SPRINGBROOK SOFTWARE	ACH SERVICES FOR MARCH 2025	101-00-000-00000-437120	4/16/2025	1,022.33
	TOTAL			1,022.33

4,870	Scheffel Boyle	AUDIT SERVICES FY2024	101-01-101-00000-521000	4/18/2025	6,000.00
4,865	LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	101-01-101-00000-522000	4/18/2025	411.99
4,739	BHMG Engineers Inc	STUDY REFRESHER	101-01-101-00000-523000	4/18/2025	1,000.00
4,750	CINDY EMIG	MILEAGE TUC2025 C EMIG	101-01-101-00000-524000	4/18/2025	294.42
4,750	CINDY EMIG	PERDIEM MEALS TUC2025 04/25/25-04/30/25 C EMIG	101-01-101-00000-524000	4/18/2025	121.00
4,758	DAN COOK	PERDIEM MEALS TUC 2025 04/28/25-05/02/25 D COOK	101-01-101-00000-524000	4/18/2025	174.00
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-101-00000-531000	4/18/2025	166.57
4,737	BARNETT PEST Solutio	MONTHLY COMMERCIAL PEST CONTROL	101-01-101-00000-539000	4/18/2025	35.00
4,737	BARNETT PEST Solutio	MONTHLY INSPECTION & TREATMENT	101-01-101-00000-539000	4/18/2025	35.00
4,784	Highland Communicati	HCS CHARGES UTILITY	101-01-101-00000-539050	4/18/2025	164.00
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-101-00000-539050	4/18/2025	41.44
4,731	AMAZON CAPITAL SERVI	1 QTY INK VALUE PACK CANON 243 & 244	101-01-101-00000-541000	4/18/2025	29.99
4,731	AMAZON CAPITAL SERVI	1 QTY U-ION BATTERY REPLACEMENT	101-01-101-00000-543000	4/18/2025	47.49
4,753	City Of Highland	MARCH CENTRAL PURCHASING	101-01-101-00000-543000	4/18/2025	165.45
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-101-00000-553000	4/18/2025	80.55
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-101-00000-553000	4/18/2025	246.15
	ACH IL Dept Of Revenue	MARCH UTILITY TAX	101-01-101-00000-571000	4/14/2025	31,056.19
			TOTAL		40,069.24
4,739	BHMG Engineers Inc	EPA & ANNUAL REPORTING	101-01-102-00000-523000	4/18/2025	187.98
4,792	KALMER HVAC SERVICES	POWER PLANT MAINTANCE SHOP AC WORK	101-01-102-00000-538000	4/18/2025	2,250.00
4,737	BARNETT PEST Solutio	MONTHLY INSPECTION & TREATMENT	101-01-102-00000-539000	4/18/2025	60.00
4,737	BARNETT PEST Solutio	MONTHLY INSPECTION & TREATMENT	101-01-102-00000-539000	4/18/2025	60.00
4,784	Highland Communicati	HCS CHARGES UTILITY	101-01-102-00000-539050	4/18/2025	3.00
4,791	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-102-00000-543000	4/18/2025	13.12
4,815	O'Reilly Automotive	4 QTY HAND CLEANER	101-01-102-00000-543000	4/18/2025	131.96
4,815	O'Reilly Automotive	1 QTY TRIBORE 3/16, 1 QTY HD RIV GUN	101-01-102-00000-543000	4/18/2025	33.48
4,748	CAR CHEM	PAINT, BRUSH CHIP	101-01-102-00000-546000	4/18/2025	57.37
4,748	CAR CHEM	PARTS FOR KEITHS TRUCK & SHOP SUPPLIES	101-01-102-00000-546000	4/18/2025	178.64
4,748	CAR CHEM	SHOP SUPPLIES	101-01-102-00000-546000	4/18/2025	94.82
4,749	Carl's Four Wheel Dr	FENDER FLARE, 2014 SILVERADO	101-01-102-00000-546000	4/18/2025	525.00
4,769	EMAG RED BUD FD LLC	SEAL FOR PARKS & REC JEEP	101-01-102-00000-546000	4/18/2025	28.28
4,791	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-102-00000-546000	4/18/2025	2.40
4,815	O'Reilly Automotive	1 QTY BRAKE SHOES, 1 QTY BRAKE DRUM	101-01-102-00000-546000	4/18/2025	96.54
4,815	O'Reilly Automotive	1 QTY AIR FILTER, 1 QTY OIL FILTER	101-01-102-00000-546000	4/18/2025	17.50
4,815	O'Reilly Automotive	1 QTY OIL FILTER, 1 QTY CERAMIC PADS	101-01-102-00000-546000	4/18/2025	35.28
4,815	O'Reilly Automotive	1 QTY OIL FILTER	101-01-102-00000-546000	4/18/2025	5.29
4,815	O'Reilly Automotive	1 QTY MOLDING	101-01-102-00000-546000	4/18/2025	136.00
4,815	O'Reilly Automotive	1 QTY SYNTH GREASE, BATTERY, CORE CHARGE	101-01-102-00000-546000	4/18/2025	157.83
4,815	O'Reilly Automotive	CORE RETURN, MOLDING	101-01-102-00000-546000	4/18/2025	-158.00
4,826	RUSH TRUCK CENTER S	CLAMP ASSY HOSE	101-01-102-00000-546000	4/18/2025	45.90
4,826	RUSH TRUCK CENTER S	FW SEPR FS19947:I53	101-01-102-00000-546000	4/18/2025	106.85
4,826	RUSH TRUCK CENTER S	WINDSHIELD WASHER FLUID	101-01-102-00000-546000	4/18/2025	86.45
4,847	TRUCK CENTERS INC	BRAKE SHOE KIT, BRAKE SHOE CORE, DRUM	101-01-102-00000-546000	4/18/2025	518.92
4,847	TRUCK CENTERS INC	HOSE AIR 1/2 I.D S&A TRUCK 63	101-01-102-00000-546000	4/18/2025	46.78
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-102-00000-553000	4/18/2025	80.55
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-102-00000-553000	4/18/2025	246.15
			TOTAL		5,048.09
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-104-00000-531000	4/18/2025	94.21
4,850	VALTEC HYDRAULICS I	REPAIR MOTOR OFF ROTATION BOX	101-01-104-00000-536000	4/18/2025	630.74
4,731	AMAZON CAPITAL SERVI	1 QTY TOPGREENER MOTION SENSOR LIGHT SWITCH	101-01-104-00000-538000	4/18/2025	26.99
4,731	AMAZON CAPITAL SERVI	1 QTY OTTOMANSON HOSE WASH RING NON SLIP MAT	101-01-104-00000-538000	4/18/2025	43.00
4,828	SCOTT'S PAINTING AND	PRIME & PAINT OF 40 POLES	101-01-104-00000-539000	4/18/2025	7,500.00
4,852	Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-104-00000-539050	4/18/2025	144.04
4,788	HUELS OIL CO	MARCH DIESEL FUEL	101-01-104-00000-542000	4/18/2025	704.39
4,731	AMAZON CAPITAL SERVI	2 QTY SOLAR FLAG POLE LIGHT	101-01-104-00000-543000	4/18/2025	86.39
4,734	ANIXTER INC.	POLECRETE HYDRO KIT 6.0 CU FT STABILIZER	101-01-104-00000-543000	4/18/2025	696.45
4,734	ANIXTER INC.	CONDUIT 3"x10"	101-01-104-00000-543000	4/18/2025	1,345.90
4,734	ANIXTER INC.	CONDUIT PVE 3X10	101-01-104-00000-543000	4/18/2025	62.60
4,761	DECO SUPPLY	COATED COPPER SOFT DRAWN #4	101-01-104-00000-543000	4/18/2025	2,712.00
4,761	DECO SUPPLY	CLAMP BOLT CONNECTOR	101-01-104-00000-543000	4/18/2025	748.00
4,761	DECO SUPPLY	PHOTO CELL REG	101-01-104-00000-543000	4/18/2025	648.00
4,773	FLETCHER REINHARDT C	CONDUIT 2"x10", CONDUIT 2-1/2" X10"	101-01-104-00000-543000	4/18/2025	167.50
4,773	FLETCHER REINHARDT C	CONDUIT PVC 2"x10", CONDUIT 2-1/2"x10"	101-01-104-00000-543000	4/18/2025	1,507.50
4,773	FLETCHER REINHARDT C	CROSS ARM-WOOD 4 PIN HEAVY	101-01-104-00000-543000	4/18/2025	4,677.50
4,775	FROST ELECTRIC SUPPL	PVC 3"	101-01-104-00000-543000	4/18/2025	1,009.85
4,791	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-104-00000-543000	4/18/2025	90.98
4,820	Power Line Supply	600 QTY WIRE TAP #4 CU COL 200FT HAND CL	101-01-104-00000-543000	4/18/2025	3,000.00
4,873	GRAYBAR	CROSS ARM PIN 5/8X6	101-01-104-00000-543000	4/18/2025	510.00
4,873	GRAYBAR	PVR OPTIMA DIST ARRESTOR	101-01-104-00000-543000	4/18/2025	1,363.25
4,734	ANIXTER INC.	ELECTRIC RETEST GLOVES	101-01-104-00000-544000	4/18/2025	453.22
4,791	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-104-00000-544000	4/18/2025	244.74
4,730	ALTEC INDUSTRIES INC	SEALS; GEARBOX, GEARBOX BUSHING	101-01-104-00000-545000	4/18/2025	913.12
4,731	AMAZON CAPITAL SERVI	5 QTY LINEAR COMPATABLE VISOR REMOTE OPENER	101-01-104-00000-545000	4/18/2025	99.80
4,815	O'Reilly Automotive	1 QTY HOSE CLAMPS, 4 QTY FUEL HOSE, 2 QTY VACTUBIN	101-01-104-00000-545000	4/18/2025	10.69
4,815	O'Reilly Automotive	1 QTY OIL SEAL	101-01-104-00000-546000	4/18/2025	16.94
4,815	O'Reilly Automotive	RETURN 1 QTY OIL SEAL	101-01-104-00000-546000	4/18/2025	-16.94
4,815	O'Reilly Automotive	1 QTY BRAKE PADS	101-01-104-00000-546000	4/18/2025	59.00
4,815	O'Reilly Automotive	1 QTY T/CASE SEAL	101-01-104-00000-546000	4/18/2025	18.09
4,815	O'Reilly Automotive	1 QTY BRAKE PADS	101-01-104-00000-546000	4/18/2025	59.00
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-104-00000-553000	4/18/2025	80.55
4,848	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-104-00000-553000	4/18/2025	246.15
4,839	TANTALUS SYSTEMS INC	2025 HIGHLAND REPLACEMENT MODULE DEC 26.2024	101-01-104-00000-553060	4/18/2025	3,170.50
4,820	Power Line Supply	5 QTY TRANSFORMER 15KVA PO8333	101-01-104-00000-554020	4/18/2025	1,773.00
4,871	T & R Electric Suppl	10-SINGLE PHASE POLE MOUNT 5 -SINGLE PHASE POLE MO	101-01-104-00000-554020	4/18/2025	25,585.00

4,871 T & R Electric Suppl	KVA SINGLE PHASE POLE MOUNT	101-01-104-00000-554020		4/18/2025	10,445.00
			TOTAL		70,927.15
4,870 Scheffel Boyle	AUDIT SERVICES FY2024	111-05-111-00000-521000		4/18/2025	4,500.00
4,865 LEWIS BRISBOIS BISGA	MARCH 2025 MONTHLY RETAINER INVOICE	111-05-111-00000-522000		4/18/2025	228.88
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	111-05-111-00000-531000		4/18/2025	169.28
4,733 Ameren Illinois	GAS SERVICE	111-05-111-00000-533000		4/18/2025	101.78
4,815 O'Reilly Automotive	1 QTY BATTERY, CORE CHARGE, CORE EXCHANGE	111-05-111-00000-536000		4/18/2025	54.08
4,743 Broadway Battery & T	REFRIGERATOR NOT DISPENSING WATER	111-05-111-00000-538000		4/18/2025	90.00
ACH ILLINOIS DEPT OF REV	MARCH RT-10 TELECOMMUNICATIONSINFRASTRUCTUREMT	111-05-111-00000-539000		4/14/2025	97.37
ACH IL Department Of Rev	MARCH SALES TAX	111-05-111-00000-539000		4/14/2025	18.00
ACH ILLINOIS DEPT OF REV	MARCH RT-2 TELECOMMUNICATIONS TAX RETURN	111-05-111-00000-539000		4/14/2025	2,557.47
ACH RELIAFUND	ACH RETURN TRANSACTION PROCESSING	111-05-111-00000-539000		4/15/2025	206.14
4,790 ILLINOIS TELECOMMUNI	LOCALEXCHANGECARRIER&INTERCONNECTEDVOIP&WIRELESS	111-05-111-00000-539000		4/18/2025	12.66
4,851 VANTAGE POINT SOLUTI	CREATING VLAN 210 THAT MIRROR THE INFO	111-05-111-00000-539000		4/18/2025	225.00
4,858 ZOBRIST SIGNS	EAST BROADWAY ACROSS FROM KAESER MUSEUM	111-05-111-00000-539033		4/18/2025	100.00
4,858 ZOBRIST SIGNS	EAST BROADWAY ACROSS FROM KAESER MUSEUM	111-05-111-00000-539033		4/18/2025	100.00
4,768 ELLIOTT DATA SYSTEMS	SERVICE AGREEMENT 67CAMERAS & 87 AC DEVICES 4 DOOR	111-05-111-00000-539050		4/18/2025	829.00
4,784 Highland Communicati	HCS SERVICE - HCS	111-05-111-00000-539050		4/18/2025	415.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	111-05-111-00000-539050		4/18/2025	5.43
4,861 CALIX INC.	CLOUD OPERATIONS MAY1, 2025-APRIL 30, 2026 TRUE-UP	111-05-111-00000-539050		4/18/2025	15,048.64
4,861 CALIX INC.	CLOUD OPERATION MAY 1, 2025-APRIL 30, 2026	111-05-111-00000-539050		4/18/2025	19,065.00
4,861 CALIX INC.	CLOUD FOUNDATION SOLUTION/SUPPORT APRIL 2025	111-05-111-00000-539050		4/18/2025	498.80
4,867 Missouri Network All	APRIL BLUEBIRD NETWORK	111-05-111-00000-539051		4/18/2025	452.42
4,751 CINEMAX HOME BOX OFF	MARCH VIDEO CONTENT FEE	111-05-111-00000-539052		4/18/2025	80.00
4,771 FANDUEL SPORTS NETWO	MARCH VIDEO FEE	111-05-111-00000-539052		4/18/2025	9,503.22
4,781 HBO HOME BOX OFFICE	MARCH VIDEO CONTENT FEE	111-05-111-00000-539052		4/18/2025	270.00
4,807 MOMENTUM TELECOM IN	APRIL VOICE CONTENT FEE #325794	111-05-111-00000-539052		4/18/2025	9,617.39
4,811 NEXSTAR BROADCASTING	MARCH VIDEO CONTENT FEE KPLR-CW	111-05-111-00000-539052		4/18/2025	3,013.12
4,811 NEXSTAR BROADCASTING	MARCH VIDEO CONTENT FEE KTVI-FOX	111-05-111-00000-539052		4/18/2025	8,149.12
4,811 NEXSTAR BROADCASTING	MARCH VIDEO CONTENT FEE CN-BASIC	111-05-111-00000-539052		4/18/2025	642.00
4,811 NEXSTAR BROADCASTING	CREDIT FROM 03/27/25 CHECK#4591	111-05-111-00000-539052		4/18/2025	-9,266.50
4,845 TIVO PLATFORM TECHNO	841NCPMTMOBIACCT,146NDVRADDTLUAS,450.5STREAMSADDT	111-05-111-00000-539052		4/18/2025	7,866.50
4,860 4COM Inc	APRIL 2025 PROGRAMMING	111-05-111-00000-539052		4/18/2025	58,099.77
4,863 GRAY MEDIA GROUP LLC	JANUARY SUBSCRIBERS KMOV-D5	111-05-111-00000-539052		4/18/2025	1,379.20
4,863 GRAY MEDIA GROUP LLC	JANUARY SUBSCRIBERS KMOV-D3	111-05-111-00000-539052		4/18/2025	129.30
4,863 GRAY MEDIA GROUP LLC	JANUARY SUBSCRIBERS KMOV-D1	111-05-111-00000-539052		4/18/2025	7,758.00
4,863 GRAY MEDIA GROUP LLC	MARCH SUBSCRIBERS KMOV-D5	111-05-111-00000-539052		4/18/2025	1,369.60
4,863 GRAY MEDIA GROUP LLC	MARCH SUBSCRIBERS KMOV-D3	111-05-111-00000-539052		4/18/2025	128.40
4,863 GRAY MEDIA GROUP LLC	MARCH SUBSCRIBERS KMOV-D1	111-05-111-00000-539052		4/18/2025	7,704.00
4,867 Missouri Network All	APRIL BLUEBIRD NETWORK	111-05-111-00000-539053		4/18/2025	9,452.64
4,867 Missouri Network All	APRIL BLUEBIRD NETWORK	111-05-111-00000-539056		4/18/2025	5,039.26
4,788 HUELS OIL CO	MARCH DIESEL FUEL	111-05-111-00000-542000		4/18/2025	217.27
4,731 AMAZON CAPITAL SERVI	2 QTY HP 67 BLACK/TRI COLOR INK CARTRIDGE	111-05-111-00000-543000		4/18/2025	73.78
4,753 City Of Highland	MARCH CENTRAL PURCHASING	111-05-111-00000-543000		4/18/2025	28.92
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	111-05-111-00000-543000		4/18/2025	0.00
4,793 KALMER LANDSCAPE SUP	TOPSOIL	111-05-111-00000-545000		4/18/2025	259.08
4,793 KALMER LANDSCAPE SUP	TOPSOIL	111-05-111-00000-545000		4/18/2025	168.98
4,731 AMAZON CAPITAL SERVI	RETURN- SURFACE PRO 11 BUNDLE	111-05-111-00000-547000		4/18/2025	-2,123.54
4,731 AMAZON CAPITAL SERVI	2 QTY LOREX 4K SECURITY CAMERA	111-05-111-00000-547000		4/18/2025	179.98
4,731 AMAZON CAPITAL SERVI	1 QTY SAMSUNG 870 EVO 4TB INTERNAL SSD	111-05-111-00000-547000		4/18/2025	249.99
4,731 AMAZON CAPITAL SERVI	RETURN- SURFACE PRO BUNDLE	111-05-111-00000-547000		4/18/2025	-1,480.04
4,795 KIRCHNER BUILDING	3 QTY 1/2-4X8 CDX SYP 4PLY PLYWOOD	111-05-111-00000-547000		4/18/2025	82.05
4,864 GRAYBAR	Charles Industries Riser Guard 12-119	111-05-111-00000-547000		4/18/2025	458.40
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	111-05-111-00000-553000		4/18/2025	80.55
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	111-05-111-00000-553000		4/18/2025	246.15
4,864 GRAYBAR	CORNING REELED FIBER - 72 count	111-05-111-00000-553000		4/18/2025	11,152.02
4,864 GRAYBAR	10ft SCA/SCA - Armored 4.8mm fiber patch cable	111-05-111-00000-553000		4/18/2025	1,058.00
4,864 GRAYBAR	Spring 2025 Construction/Build-Out - pedestal stak	111-05-111-00000-553000		4/18/2025	250.29
4,864 GRAYBAR	Spring 2025 Construction/Build-Out - 10' Flowerpot	111-05-111-00000-553000		4/18/2025	253.30
4,851 VANTAGE POINT SOLUTI	BUIDLING & PROVISIONING REPLAEMENT SMX CMS	111-05-111-00000-555000		4/18/2025	2,790.00
			TOTAL		179,655.15
4,870 Scheffel Boyle	AUDIT SERVICES FY2024	201-02-201-00000-521000		4/18/2025	1,750.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-201-00000-531000		4/18/2025	51.86
4,753 City Of Highland	MARCH CENTRAL PURCHASING	201-02-201-00000-543000		4/18/2025	62.53
			TOTAL		1,864.39
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-202-00000-531000		4/18/2025	93.72
4,829 SETTING SAIL LLC	FED EX GROUND- HACH COMPANY	201-02-202-00000-532000		4/18/2025	26.34
4,829 SETTING SAIL LLC	FED EX GROUND- HACH COMPANY	201-02-202-00000-532000		4/18/2025	39.98
4,829 SETTING SAIL LLC	SPEE-DEE DELIVERY- HACH COMPANY	201-02-202-00000-532000		4/18/2025	33.52
4,830 SETTING SAIL LLC	FED EX GROUND - HACH COMPANY	201-02-202-00000-532000		4/18/2025	36.31
4,822 R.E. Pedrotti Co. In	PRESSURE TRANSDUCER - ELEVATED TOWER	201-02-202-00000-536000		4/18/2025	2,792.90
4,866 MARTIN INDUSTRIAL SI	NEW ELECT. ACTUATED INFLUENT BUTTERFLY VALVE	201-02-202-00000-536000		4/18/2025	13,649.00
4,737 BARNETT PEST Solutio	PEST CONTROL-2 MAIN BLDG. INSIDE- FEB. TIC.# 12243	201-02-202-00000-539000		4/18/2025	80.00
4,737 BARNETT PEST Solutio	PEST CONTROL-MARCH--2 MAIN BLDG. INSIDE-TIC.#12165	201-02-202-00000-539000		4/18/2025	80.00
4,866 MARTIN INDUSTRIAL SI	NEW ELEC. ACTUATED EFFLUENT BUTTERFLY VALVE	201-02-202-00000-539000		4/18/2025	14,006.00
4,784 Highland Communicati	HCS CHARGES - WTP	201-02-202-00000-539050		4/18/2025	119.66
4,753 City Of Highland	MARCH CENTRAL PURCHASING	201-02-202-00000-543000		4/18/2025	147.84
4,780 Hach Company	RGT SET TNT AMVER, ASSY PACK CHEMKEY MONOCHLOR.	201-02-202-00000-543000		4/18/2025	623.34
4,731 AMAZON CAPITAL SERVI	1 QTY APC UPS 1500VA UPS BATTERY BACKUP	201-02-202-00000-545000		4/18/2025	169.99
4,779 GRAINGER	RED & YELLOW DUST MOPS, COUPLING SET SCREW 1"	201-02-202-00000-545000		4/18/2025	87.45
4,788 HUELS OIL CO	CHV-HYD OIL AW,MEROPA, MEROPA ELITE	201-02-202-00000-545000		4/18/2025	1,808.65
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-202-00000-545000		4/18/2025	122.81
4,849 USA Blue Book	34" STAINLESS SHAFT W/ IMPELLER	201-02-202-00000-545000		4/18/2025	253.57
4,813 Northtown Auto & Tra	OIL SW20 FULL SYN 5 & 5W20 FULL SYN	201-02-202-00000-546000		4/18/2025	65.08

4,742 Brenntag Mid South I	CHLORINE	201-02-202-00000-549000	4/18/2025	2,020.00
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-202-00000-553000	4/18/2025	80.55
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-202-00000-553000	4/18/2025	246.15
		TOTAL		36,582.86
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-203-00000-531000	4/18/2025	145.06
4,784 Highland Communicati	HCS CHARGES - W \$ S	201-02-203-00000-539050	4/18/2025	2.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-203-00000-539050	4/18/2025	2.71
4,788 HUELS OIL CO	MARCH DIESEL FUEL	201-02-203-00000-542000	4/18/2025	235.93
4,753 City Of Highland	MARCH CENTRAL PURCHASING	201-02-203-00000-543000	4/18/2025	17.46
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-543000	4/18/2025	38.96
4,827 Schulte Supply Inc	6"X30" REPAIR CLAMP	201-02-203-00000-543000	4/18/2025	669.37
4,827 Schulte Supply Inc	4"X20" REPAIR CLAMP	201-02-203-00000-543000	4/18/2025	400.85
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-544000	4/18/2025	15.99
4,797 KYLE GRUNER	MAIN VALVE REPLACEMENT	201-02-203-00000-545000	4/18/2025	112.50
4,756 COE EQUIPMENT INC	USED WATER SPRAY HAND GUN, COUPLER	201-02-203-00000-546000	4/18/2025	120.97
4,718 IL SECRETARY OF STAT	2024 FORD F550 VEH#1FFUF5HTORA09200 TITLE/PLATES	201-02-203-00000-553000	4/18/2025	86.50
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-203-00000-553000	4/18/2025	80.56
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-203-00000-553000	4/18/2025	246.15
		TOTAL		2,175.01
4,870 Scheffel Boyle	AUDIT SERVICES FY2024	301-03-301-00000-521000	4/18/2025	2,000.00
		TOTAL		2,000.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	301-03-303-00000-531000	4/18/2025	30.68
4,784 Highland Communicati	HCS CHARGES - W \$ S	301-03-303-00000-539050	4/18/2025	2.00
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	301-03-303-00000-539050	4/18/2025	2.72
4,788 HUELS OIL CO	MARCH DIESEL FUEL	301-03-303-00000-542000	4/18/2025	235.93
4,753 City Of Highland	MARCH CENTRAL PURCHASING	301-03-303-00000-543000	4/18/2025	17.46
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-543000	4/18/2025	31.00
4,827 Schulte Supply Inc	3" IPS SHIELDED COUPLING	301-03-303-00000-543000	4/18/2025	29.59
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-544000	4/18/2025	16.00
4,797 KYLE GRUNER	MAIN VALVE REPLACEMENT	301-03-303-00000-545000	4/18/2025	112.50
4,756 COE EQUIPMENT INC	USED WATER SPRAY HAND GUN, COUPLER	301-03-303-00000-546000	4/18/2025	120.98
4,718 IL SECRETARY OF STAT	2024 FORD F550 VEH#1FFUF5HTORA09200 TITLE/PLATES	301-03-303-00000-553000	4/9/2025	86.50
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-303-00000-553000	4/18/2025	80.56
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-303-00000-553000	4/18/2025	246.15
		TOTAL		1,012.07
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	301-03-304-00000-531000	4/18/2025	94.21
4,759 DAN NEIER	REIM CDL RENEWAL - DAN NEIER	301-03-304-00000-539000	4/18/2025	60.00
4,804 Mettler-Toledo Inc.	FULL PREV. MAINT. ONSITE, BASIC TEST REPORT	301-03-304-00000-539000	4/18/2025	373.87
4,784 Highland Communicati	HCS CHARGES - WRF	301-03-304-00000-539050	4/18/2025	149.99
4,849 USA Blue Book	BOD NUT, BUFFER, AH GLASS FIBER, HACH NITRATES TNT	301-03-304-00000-543000	4/18/2025	340.44
4,731 AMAZON CAPITAL SERVI	1 QTY UNDER SEAT STORAGE, 2 QTY AIR FILTER	301-03-304-00000-545000	4/18/2025	156.73
4,791 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-304-00000-545000	4/18/2025	124.89
4,841 TELEDYNE INSTRUMENTS	PUMP SAMPLE TUBING	301-03-304-00000-545000	4/18/2025	243.00
4,849 USA Blue Book	CAP KIT, ORP STANDARD, REPL. SALT BRIDGE, CELL SOL	301-03-304-00000-545000	4/18/2025	2,230.57
4,731 AMAZON CAPITAL SERVI	1 QTY UNDER SEAT STORAGE, 2 QTY AIR FILTER	301-03-304-00000-546000	4/18/2025	119.95
4,802 McKay Auto Parts Inc	AIR FILTERS, OIL & FUEL FILTERS, 20W50 OIL	301-03-304-00000-546000	4/18/2025	56.44
4,802 McKay Auto Parts Inc	OIL, FILTER	301-03-304-00000-546000	4/18/2025	4.55
4,731 AMAZON CAPITAL SERVI	1 QTY ANKER MAGSAFE CHARGER PAD	301-03-304-00000-547000	4/18/2025	26.99
4,819 Polydyne Inc.	CLARIFLOC CE-1457- 2300 LB	301-03-304-00000-549000	4/18/2025	3,795.00
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-304-00000-553000	4/18/2025	80.56
4,848 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-304-00000-553000	4/18/2025	246.15
		TOTAL		8,103.34
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	401-20-401-00000-531000	4/18/2025	411.87
4,733 Ameren Illinois	GAS SERVICE	401-20-401-00000-533000	4/18/2025	195.89
4,784 Highland Communicati	HCS SERVICE- EMS	401-20-401-00000-539050	4/18/2025	280.91
4,852 Verizon Wireless - S	VERIZON WIRELESS CHARGES	401-20-401-00000-539050	4/18/2025	77.45
4,859 ZOLL DATA SYSTEMS IN	ZOLL BILLING EMS 05/01/25-05/31/25	401-20-401-00000-539300	4/18/2025	1,494.54
4,859 ZOLL DATA SYSTEMS IN	ZOLL FIRE REPORTS 05/01/25-05/31/25	401-20-401-00000-539300	4/18/2025	57.09
4,731 AMAZON CAPITAL SERVI	1 QTY 6PK LABEL MAKER REFILLS	401-20-401-00000-541000	4/18/2025	13.29
4,788 HUELS OIL CO	MARCH DIESEL FUEL	401-20-401-00000-542000	4/18/2025	192.22
4,741 Bound Tree Medical	1 QTY QUICK CARE ANTIMICOBIAL HAND SANITIZER	401-20-401-00000-543000	4/18/2025	164.28
4,753 City Of Highland	MARCH CENTRAL PURCHASING	401-20-401-00000-543000	4/18/2025	101.70
4,731 AMAZON CAPITAL SERVI	6 QTY 3/4 SHIRTS WOMENS	401-20-401-00000-544000	4/18/2025	101.88
4,731 AMAZON CAPITAL SERVI	5 QTY 3/4 SLEEVE SHIRT WOMENS	401-20-401-00000-544000	4/18/2025	39.95
4,731 AMAZON CAPITAL SERVI	RETURN-1 QTY 34/ SLEEVE SHIRT	401-20-401-00000-544000	4/18/2025	-7.99
4,731 AMAZON CAPITAL SERVI	RETURN-3 QTY 3/4 SLEEVE SHIRTS	401-20-401-00000-544000	4/18/2025	-23.97
4,731 AMAZON CAPITAL SERVI	RETURN-1 QTY 34/ SLEEVE SHIRT	401-20-401-00000-544000	4/18/2025	-7.99
4,731 AMAZON CAPITAL SERVI	RETURN- 2 QTY VNECK SHIRTS	401-20-401-00000-544000	4/18/2025	-32.28
4,835 STRYKER SALES CORPOR	LUCAS BATTERY CHARGER, MAINS, PLUG	401-20-401-00000-547000	4/18/2025	975.40
		TOTAL		4,034.24
4,870 Scheffel Boyle	AUDIT SERVICES FY2024	705-10-705-00000-521000	4/18/2025	50,000.00
		TOTAL		50,000.00
		GRAND TOTAL		829,661.34

Accepted by City Council April 21, 2025

Mayor:

Clerk: