

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
CITY HALL, 1115 BROADWAY  
TUESDAY, SEPTEMBER 7, 2021  
7:00 PM**

**NOTE: This is an in person meeting. However, due to COVID 19, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 3 of this agenda.**

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

**MINUTES:**

**MOTION** – Approve Minutes of August 16, 2021 Regular Session (attached)

**PUBLIC FORUM:**

A. Citizens' Requests and Comments:

1. Highland Middle School Band – Band Concert on Square –Special Event Application – Greg Allen, Band Director (attached)
2. Moose Lodge – Moose Chili Cook - Off – Special Event Application –Mike Elliot, Representative (attached)
3. Lion's Club – Highland Merry Mile – Special Event Application –Ryan Goodwin, Representative (attached)
4. Highland High school – Request to use the Square for Homecoming on October 9, 2021

**Anyone wishing to address the Council on any subject may do so at this time.  
Please come forward to the microphone.**

B. Requests of Council:

C. Staff Reports:

**NEW BUSINESS:**

- A. **MOTION** – Bill #21-143/ORDINANCE Defining Meeting, and Adopting Procedures for Electronic Attendance at Meetings, Procedures for Email Public Comment at Meetings, and Procedures for Telephonic Monitoring of Meetings (attached)
- B. **MOTION** – Bill #21-144/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Advertisement of the 2021 Street Art Festival (attached)
- C. **MOTION** – Bill #21-145/ORDINANCE Amending Chapter 22 of the Code Concerning Fees and Assessments for the City Cemetery (attached)
- D. **MOTION** – Bill #21-146/ORDINANCE Establishing Service Charges to be Collected and Paid to the City for Refuse Collection Service (attached)

**Continued**

- E. **MOTION** – Bill #21-147/RESOLUTION Authorizing the City to Enter into Vendor Agreement for the Low-Income Households Water and Wastewater Assistance Program with Madison County Community Development (attached)
- F. **MOTION** – Bill #21-148/ORDINANCE Approving and Authorizing Execution of an Economic Development Agreement Pursuant to 65 ILCS 5/8-1-2.5, with SBF, LLC, and Other Actions Related Thereto (attached)
- G. **MOTION** -- Bill #21-149/RESOLUTION Approving Owner Change Order Number Thirteen for the Public Safety Building (attached)
- H. **MOTION** – Bill #21-150/ORDINANCE Approving Real Estate Rezoning for 717 5<sup>th</sup> Street, From “C-2” Central Business District to “I” Industrial (attached)
- I. **MOTION** – Bill #21-151/RESOLUTION Making Separate Statement of Findings of Fact in Connection with Ordinance Granting Special Use Permit for Miles Maggio on Behalf of Marge Donnelly to Allow for Short Term Rentals at 1320 Zschokke Street (attached)
- J. **MOTION** – Bill #21-152/ORDINANCE Granting a Special Use Permit to Miles Maggio on Behalf of Marge Donnelly to Allow for Short Term Rentals at 1320 Zschokke Street (attached)
- K. **MOTION** – Award Bid #PW-06-21, for Broadway and Zschokke Street Parking Lot (attached)

**REPORTS:**

- A. **MOTION** – Accepting Expenditures Report #1202 for August 14, 2021 through September 3, 2021 (attached)

**EXECUTIVE SESSION:**

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

**ADJOURNMENT:**



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Vazquez, ADA Coordinator, by 3:00 PM on Tuesday, September 7, 2021.

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

**Directions for Public Monitoring of Highland City Council Meetings:**

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that "members of a public body must be physically present;" and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

In following this directive, the City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

**618-882-5625**

Once connected, you will be prompted to enter a conference ID number.

**Conference ID #: 867900**

This will allow a member of the public to hear the city council meeting. **Note:** This is for audio monitoring of the meeting, only. Participants will not be able make comments.

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

Any comments received prior to the end of the "Public Forum" portion of the meeting, will be read into the record.



## CITY OF HIGHLAND SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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

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

### **PROCEDURE:**

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

# CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: HMS Band Concert

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): Middle School Band Concert

Location of Event: Highland Square and band shell

Sponsoring Organization/Individual: Highland School s

Event Responsible Party: Greg Allen/Highland Middle School

Address: 400 Broadway Highland IL 62249

Phone(s): 618-363-0817

Email: gallen@highlandcusd5.org

Secondary Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

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

Date(s) of Set-up: October 12th, 2021

Event Date(s) / Times: \_\_\_\_\_

October 12th concert at 7pm. We would like to start setting up equipment at 5pm.

Date(s) of Tear-down: We will set up and tear down the same day

Expected Attendance: 100+

Alcohol License Required:  Yes  No

If yes, application received:  Yes  No

Sound Amplification System utilized:  Yes  No

If yes, hours of operation: 7-8pm

Funding request of the Council:  Yes  No

Amount requested and purpose: N/A

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

None

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

5pm Lighting on stage. electrical on stage and pedestals for concessions. This event will be run very similar to a Highland Myny Band Concert

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

I will plan to have audience members use existing parking along Broadway, Main, Laurel and Washington Streets.

-Periodic Police, Fire, and EMS presence

In the event of an emergency we will use 911 and Greg Allen will be the point of contact at the site.

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

None

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

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

Please make restrooms available and chairs under the band shell available.

In the event of rain, this event will be moved to the HMS gymnasium.

### **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:** September 7th

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

Greg Allen

8/19/21

Event Sponsor Responsible Party

Date

City Manager

Date

Highland Middle School Band Fall Concert  
on the Square Emergency Action Plan

**General**

The Highland Middle School Band Fall Concert will be held on October 12th 2021 at 7pm at the band shell on the Highland Square.

**Basic Emergency Plan**

Emergency Notification

-In the event of an emergency, notification will be given by public announcement (where applicable) and through the use of 911. Greg Allen, Josh Case, or other school officials will act as point of contact and will meet emergency officials at the site.

Severe weather

-Weather Forecasts and potential for severe weather will be monitored throughout the day. In the event of rain, the concert will be relocated to the Highland Middle School Gymnasium.

-If severe weather occurs during the concert, a public announcement will be made directing attendees to shelter.

Fire

-No specific fire hazard has been identified for this event. Should a fire related emergency occur, 911 will be used and the Highland Fire Department will be notified.

Parking

-Existing parking around the square will be used for this event. We will use similar parking to the Municipal band concerts.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2021

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

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

PRODUCER Cameron-Weis Insurance Agency, LLC DBA Affiliated Insurance Agency 32 Zbinden Lane Highland, IL 62249	CONTACT NAME: Lisa J. Hunsche
	PHONE (A/C, No, Ext): 618-654-4416 FAX (A/C, No): 618-654-4417 E-MAIL ADDRESS: lisa.h@affiliatedinsag.com
INSURED Highland Community School District No. 5 400 Broadway Highland, IL 62249	INSURER(S) AFFORDING COVERAGE
	INSURER A: American Southern Home (Munich RE)
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	7NA6CP0000774-00	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		7NA5CA0000653-00	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB		7NA5CA0000643-00	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is an additional insured for the Highland CUSD #5 concert held at the Town Square/Band Shelter at 914 Main Street, Highland, IL 62249

## CERTIFICATE HOLDER

## CANCELLATION

ATT: Chris Conrad, City Manager  
City of Highland  
PO Box 218  
Highland, IL 62249 (618)654-9891

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

AUTHORIZED REPRESENTATIVE

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# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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

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

### **PROCEDURE:**

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Moose Chili Cook-off

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

Location of Event: Main Pavilion of Fairgrounds

Sponsoring Organization/Individual: Mike Elliott Highland Moose Lodge

Event Responsible Party: Mike Elliott

Address: 609 Cypress St

Phone(s): 618 541 5034

Email: elliottm60@yahoo.com

Secondary Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

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

Date(s) of Set-up: Oct 17th

Event Date(s) / Times: Oct. 17th 0800 til 1700

Date(s) of Tear-down: 1700 Oct 17th

Expected Attendance: 400

Alcohol License Required:  Yes  No

If yes, application received:  Yes  No

Sound Amplification System utilized:  Yes  No

If yes, hours of operation: 10:00 AM til 9:00 PM

Funding request of the Council:  Yes  No

Amount requested and purpose: \_\_\_\_\_

\_\_\_\_\_

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

(Directors must initial behind requests)

**Street Dept:** Signage, Barricades, Street Closures (Specify): **Public Works Director:** \_\_\_\_\_

*N/A*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

*N/A*  
\_\_\_\_\_  
\_\_\_\_\_

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

*N/A*  
\_\_\_\_\_  
\_\_\_\_\_

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

*N/A*  
\_\_\_\_\_  
\_\_\_\_\_

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

*N/A*  
\_\_\_\_\_  
\_\_\_\_\_

### **Application Checklist (Attachments):**

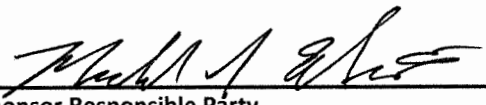
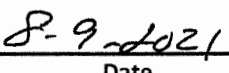
Deputy Clerk Initial  
Upon receipt or waiver:

**Certificate of Insurance: (attached)** \_\_\_\_\_

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

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

- Evacuation Plan \_\_\_\_\_
- Fire Plan \_\_\_\_\_
- Parking Plan \_\_\_\_\_
- Schedule City Council Meeting for announcement \_\_\_\_\_
- Date:** \_\_\_\_\_
- Application Submittal (60+ days) \_\_\_\_\_

 \_\_\_\_\_   
Event Sponsor Responsible Party Date

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



# CITY OF HIGHLAND

## SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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# CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: \_\_\_\_\_

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

Location of Event: \_\_\_\_\_

Sponsoring Organization/Individual: \_\_\_\_\_

Event Responsible Party: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

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

Secondary Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

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

Date(s) of Set-up: \_\_\_\_\_

Event Date(s) / Times:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Expected Attendance: \_\_\_\_\_

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

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

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

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

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

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### **Application Checklist (Attachments):**

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

**Certificate of Insurance: (attached)** \_\_\_\_\_

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

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



- Evacuation Plan \_\_\_\_\_
- Fire Plan \_\_\_\_\_
- Parking Plan \_\_\_\_\_
- Schedule City Council Meeting for announcement \_\_\_\_\_
- **Date:** \_\_\_\_\_
- Application Submittal (60+ days) \_\_\_\_\_

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**Event Sponsor Responsible Party** **Date**

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**City Manager** **Date**

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

**AN ORDINANCE DEFINING MEETING, ADOPTING PROCEDURES FOR ELECTRONIC ATTENDANCE AT MEETINGS, ADOPTING PROCEDURES FOR EMAIL PUBLIC COMMENT AT MEETINGS, AND ADOPTING PROCEDURES FOR TELEPHONIC MONITORING OF MEETINGS**

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, on January 1, 2007, Public Act 94-1058, amending the Open Meetings Act, took effect and amended the definition of a “meeting” to mean “Any gathering, whether in person or by video or audio conference, telephone call, electronic means (such as, without limitation, electronic mail, electronic chat and instant messaging), or other means of contemporaneous interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business,” and permitting attendance of members of the public body at public meetings by a means other than physical presence; and

WHEREAS, to permit attendance by a means other than physical presence, the City of Highland must adopt rules that conform to the requirements and restrictions of the Open Meetings Act, 5 ILCS 120/7; and

WHEREAS, the corporate authorities of the City of Highland desire to permit attendance of members of the public body by means other than physical presence in compliance with the Open Meetings Act; and

WHEREAS, the corporate authorities of the City of Highland find that it is necessary that any existing ordinances, resolutions or policies be amended to conform with the term “meeting” to include electronic gatherings as defined in Section 120/1.02 of the Open Meetings Act; and

WHEREAS, City desires to allow public comment to be made at City Council meetings by email, any email public comment must not contain any vulgar language or it will not be read into the record, and any City Council public comment made by email must be sent to the City Clerk by 4:30 PM on the day of the City Council meeting; and

WHEREAS, City desires to permit City Council meetings to be listened to by telephone and will post a call-in number on the City Council agenda so the City Council meetings may be monitored by phone; and

WHEREAS, City has determined the aforementioned changes to City Council meetings are in the best interests of public health, safety, general welfare, and general welfare; and

WHEREAS, City has determined the City Manager and /or Mayor is authorized and directed to execute any documents necessary to make the aforementioned changes to City Council meetings.

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

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

*Section 2.* Electronic Attendance at Meetings Rules. The City of Highland hereby adopts the Electronic Attendance at Meetings Rules, attached hereto as **Exhibit A**, that permits a member of the public body to attend any meeting of a public body as defined in the Open Meetings Act via electronic means.

*Section 3.* Public Comment by Email. The City of Highland hereby adopts the aforementioned policy of permitting public comment to be submitted and read into the record by email communication.

*Section 4.* Telephonic Monitoring of City Council Meetings. The City of Highland hereby adopts the aforementioned policy of providing a call in number so the City Council meetings can be monitored by phone.

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

*Section 6.* Severability. In the event that any section, clause, provision, or part of this Ordinance/Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

AYES:

NOES:

APPROVED:

---

Kevin Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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

**CITY OF HIGHLAND, ILLINOIS**  
**RULES FOR ELECTRONIC ATTENDANCE AT MEETINGS**

**Section 1.**     **Rules Statement.** It is the decision of the City Council for Highland, Illinois that any member of the City Council may attend any open or closed meeting of the City Council via electronic means (such as by telephone, video or internet connection) provided that such attendance is in compliance with these rules and any applicable laws.

**Section 2.**     **Prerequisites.** A member of the City Council may attend a meeting electronically if the member meets the following conditions:

- (a)     The member should notify the Clerk at least 48 hours before the meeting, unless impractical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements will result in denial of a request for remote attendance.
  
- (b)     The member must assert one of the following three reasons why he or she is unable to physically attend the meeting,
  - (1) The member cannot attend because of personal illness or disability; or
  
  - (2) The member cannot attend because of employment purposes or the business of the City of Highland; or
  
  - (3) The member cannot attend because of a family or other emergency.

**Section 3.**     **Authorization to Participate.**

- (a)     The Clerk, after receiving the electronic attendance request, shall inform the Corporate Authority of the request for electronic attendance.
  
- (b)     After establishing that a quorum is physically present at a meeting where a member of the City Council desires to attend electronically, the presiding officer shall state that (i) a notice was received from a member of the City Council in accordance with these Rules, and (ii) the member will be deemed authorized to attend the meeting electronically unless a motion objecting to the member's electronic attendance is made, seconded, and approved by two-thirds of the members of the City Council physically present at the meeting. If no such motion is made and seconded or if any such motion fails to achieve the required vote by the members of the City Council physically present at the meeting, then the request by the member to attend the meeting electronically shall be deemed approved by the City Council and the presiding officer shall declare the requesting member present. After such declaration by the

presiding officer, the question of a member's electronic attendance may not be reconsidered.

**Section 4. Adequate Equipment Required.** The member participating electronically and other members of the City Council must be able to communicate effectively, and members of the audience must be able to hear all communications at the meeting site. Before allowing electronic attendance at any meeting, the City Council shall provide equipment adequate to accomplish this objective at the meeting site.

**Section 5. Minutes.** Any member attending electronically shall be considered an off-site attendee and counted as present electronically for that meeting if the member is allowed to attend. The meeting minutes shall also reflect and state specifically whether each member is physically present or present by electronic means.

**Section 6. Rights of Remote Member.** A member permitted to attend electronically will be able to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and procedures previously adopted and adhered to. The member attending electronically shall be heard, considered, and counted as to any vote taken. Accordingly, the name of any member attending electronically shall be called during any vote taken, and his or her vote counted and recorded by the Clerk and placed in the minutes for the corresponding meeting. A member attending electronically may leave a meeting and return as in the case of any member, provided the member attending electronically shall announce his or her leaving and returning.

**Section 7. Committees, Boards and Commissions.** These rules shall apply to all committees, boards and commissions established by authority of the City Council

These rules are effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

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

**A RESOLUTION AUTHORIZING  
ALLOCATION OF HOTEL / MOTEL TAX FUNDING  
(Highland Chamber of Commerce – 2021 Street Art Festival)**

**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 applicants for hotel / motel tax funding shall fill out an application to determine whether the funding request may be granted according to 65 ILCS 5/8-3-14, which reads, in pertinent part:

The amounts collected by any municipality pursuant to this Section shall be expended by the municipality solely to promote tourism and conventions within that municipality or otherwise to attract nonresident overnight visitors to the municipality

*See* 65 ILCS 5/8-3-14; and

**WHEREAS**, City has determined the applicant has submitted a “Hotel / Motel Tax Funding Application” (*See Exhibit A*); and

**WHEREAS**, City has determined the applicant has requested funds for tourism and/or conventions and/or overnight visitors to City, and the applicant’s request for funds may be permitted pursuant to the spirit of 65 ILCS 5/8-3-14 (*See Exhibit A*); and

**WHEREAS**, the City Council finds that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to allocate hotel / motel tax funds to the applicant pursuant to the “Hotel / Motel Tax Funding Application” (*See Exhibit A*).

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The “Hotel / Motel Tax Funding Application” (*See Exhibit A*) is approved.
- Section 3.* The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to allocate hotel / motel funds to applicant pursuant to applicant’s “Hotel / Motel Tax Funding Application” (*See Exhibit A*).

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

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

AYES:

NOES:

APPROVED:

---

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

ATTEST:

---

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



## HOTEL/MOTEL FUND APPLICATION

(For Funding Requests Equal to or Less than \$1,500)

### Contact Information:

Organization Name: Highland Chamber of Commerce

Contact Person: Hillarie Holzinger

Phone: 618-654-3721

Fax: 618-654-8966

Email: hillarie@highlandillinois.com

### Event Information:

1. Name of the Event: Street Art Festival

2. Date(s) of the Event: September 18, 2021 Rain Date: September 19, 2021

3. Location of the Event: Highland Downtown Square

4. Description of the Event & Purpose of Funding Request: This is the 19<sup>th</sup> Annual Street Art Festival for the Highland community. This unique event features artists both local and from out of the area creating works of art using the streets as their canvas. Street Art also features vendors in a variety of mediums that showcase their works in our Makers Market. The Street Art Festival promotes the businesses of Highland, the Highland Arts Council, food vendors and of course the City of Highland in general.

5. Please state how your request for hotel/motel tax funds will help promote: 1) tourism; 2) conventions within the City; and/or 3) overnight visitors to the municipality: Successful promotion of the Street Art Event as many events, requires that you get the word out to not only the Highland Community but surrounding areas as well. Funding for advertising in both digital and media is helpful in doing so and allows us to reach a broad audience and attract them to the City of Highland.

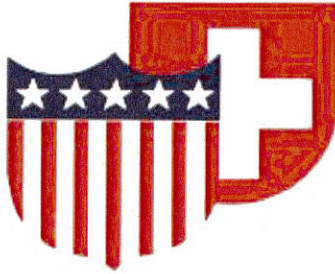
6. Funding Request Amount: \$1,000.00

7. Projected Attendance for the Event: 1,000 - 1,500

8. Expected Overnight Stays for the Event: Unknown

Thank you for your consideration,  
Hillarie Holzinger  
Highland Chamber of Commerce Executive Director





# CITY OF HIGHLAND

**To:** Mayor and Council Members  
**From:** Chris Conrad, City Manager  
**Date:** September 1, 2021  
**Subject:** Approval of Hotel/Motel Funding for Street Art Festival 2021

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## RECOMMENDATION

I am recommending the Council approve Hotel/Motel funds of \$1,000 for the Street Art Festival.

## DISCUSSION

Staff reviewed the application request and determined that it meets the requirement for Hotel/Motel tax funding.

## FISCAL IMPACT

Subject to approval, funding of \$1,000 will be appropriated from the Hotel/Motel Tax Budget for this item.

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

A handwritten signature in blue ink, appearing to read 'Chris Conrad', is written over a horizontal line.

Chris Conrad, City Manager

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

**AN ORDINANCE AMENDING CHAPTER 22 OF THE HIGHLAND MUNICIPAL  
CODE CONCERNING FEES AND ASSESSMENTS FOR THE  
HIGHLAND CITY CEMETERY**

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WHEREAS, costs associated with operations and maintenance of the Highland City Cemetery, including but not limited to property value, labor, and equipment, have risen significantly since the fees were set by Ordinance No. 2905 on December 17, 2018.

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

Section 1. That Sections 22-1 and 22-2 of the Highland Municipal Code be and are hereby amended to read as follows:

**Sec. 22-1. Fees and assessments.**

The following assessments and fees for the city cemetery are hereby established:

- (1) The purchase price of \$600.00 is established for each grave space purchased. Such sum upon receipt by the city shall be applied as follows: \$250.00 to city's cemetery land replacement fund, which is hereby established, and \$350.00 paid to the cemetery board of managers for deposit into the perpetual care trust fund.
- (2) The sum of \$500.00 shall be charged to open a grave on Monday through Friday, \$700.00 shall be charged to open a grave on Saturday and Sunday, and \$800.00 shall be charged to open a grave on holidays observed by the city, except as provided in subsection (4) of this section.
- (3) The sum of \$25.00 shall be charged per grave space as a transfer fee for transferring interment rights.
- (4) The sum of \$400.00 shall be charged Monday through Friday, the sum of \$500.00 shall be charged on Saturday and Sunday, and the sum of \$600.00 shall be charged on holidays observed by the city to open a grave space for the burial of (cremated remains), limbs, stillborns and children under two years of age.

Section 2. That Section 22-2 of the Highland Municipal Code be and is hereby amended to read as follows:

**Sec. 22-2. Perpetual care charge.**

There is hereby established a perpetual care charge of \$350.00 upon the owner of each grave space in the city's cemetery if a perpetual care fee has not been paid therefore as shown on city's records or as is shown on documents presented to city evidencing payment of a

perpetual care fee for such burial space. Each such perpetual care charge received by the city shall be paid to the cemetery board of managers for deposit to the perpetual care trust fund, and a burial space shall not be opened or used until such perpetual care charge has been paid.

Section 3. That this Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect upon its passage and approval with an effective date of January 1, 2022.

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

AYES:

NOES:

APPROVED:

---

Kevin Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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



# City of Highland

## Finance Department

MEMO TO: Christopher Conrad, City Manager  
FROM: Kelly Korte, Director of Finance  
SUBJECT: Cemetery Board Recommended Rate Increases  
DATE: August 27, 2021

The Cemetery Board of Managers recently met and provided a recommendation to increase rates charged for services provided at the City Cemetery. An updated Ordinance will be on the upcoming agenda requesting these increases for grave openings in order to ensure funds are available for operations and future improvements needed.

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

**AN ORDINANCE ESTABLISHING SERVICE CHARGES TO BE COLLECTED AND PAID TO THE CITY OF HIGHLAND FOR REFUSE COLLECTION SERVICE**

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

1. Service Charges to be collected from and paid to the City by Highland residents for refuse collection service from this City shall be as follows:

A. **Residential Units:** \$ 26.00 per month per residential unit for unlimited refuse collection, including bulky items but not appliances nor construction or hazardous materials, each week and all recyclable material placed in the recyclable container. This also includes yard waste collection. Yard waste includes leaf and yard trimmings, small twigs and branches (less than 4 inches in diameter). In order to have yard waste picked up, the material must be placed in Kraft (paper) yard bags or trash cans marked with a large red X. Twigs and branches would need to be bundled with twine and not longer than 4 foot in length. Place all refuse at the curb or alley.

**All appliances** shall be picked up one time per month on the third Friday of each month or a date agreed upon by the City and the Contractor. Appliances must be at the curbside by 7:00 a.m on that day.

B. **Non-containerized Business:** \$ 39.00 per month per non-containerized business entity, or apartment, condominium, or other single structure of more than three residential units for once-a-week collection for six (6) 33-gallon cans or bags of refuse each of a weight of no more than 50 pounds.

C. **Containerized Businesses**, which is defined as the use of, and regularly scheduled weekly collection from, a container as shown on the following schedule, and the following prices are per container, and except construction waste, which is defined as the residue, waste or refuse resulting from construction, remodeling, or razing of buildings, and as automobile parts, shall not be placed in other than separate construction refuse containers.

**1. Containers other than construction containers:** All refuse except landscape waste and except containers of construction materials as follows:

Size of Containers ----- Frequency of Weekly Pickups -----

Cubic Yards	1 Time	2 Times	3 Times	4 Times	5 Times	6 Times
1	\$ 69.00	\$ 101.00	\$ 159.00	\$ 201.00	\$ 249.00	\$ 297.00
1.5	80.00	111.00	170.00	212.00	254.00	307.00
2	101.00	143.00	201.00	239.00	281.00	329.00

3	122.00	196.00	244.00	276.00	313.00	355.00
4	154.00	228.00	360.00	413.00	472.00	519.00
6	207.00	270.00	392.00	445.00	482.00	551.00
8	249.00	387.00	562.00	710.00	885.00	954.00

**2. Extra Dumpster Collections:** The following prices are for collections requested in excess of the regularly scheduled weekly collection frequency:

Container Size	Charge Per Collection
1	\$48.00
1.5	\$53.00
2	\$58.00
3	\$64.00
4	\$74.00
6	\$85.00
8	\$95.00

**3. Compactor Refuse Rates:** Customer provides the compactor equipment:

Size of Containers ----- Frequency of Weekly Pickups -----

Cubic Yards	1 Time	2 Times	3 Times	4 Times	5 Times	6 Times
2 yd	\$ 122.00	\$ 162.00	\$ 247.00	\$ 326.00	\$ 371.00	\$ 417.00
4 yd	155.00	295.00	419.00	465.00	518.00	568.00
6 yd	201.00	401.00	657.00	717.00	762.00	807.00
20 yd	572.00	1,155.00	2,009.00	2,936.00	3,339.00	3,742.00
30 yd	652.00	1,341.00	1,678.00	2,075.00	2,478.00	2,749.00
40 yd	678.00	1,606.00	2,473.00	2,936.00	3,472.00	3,941.00

Additional Tonnage Rates Compactors:

Amount in excess of 4 ton limit/20 yd compactor: \$67.50/ton

Amount in excess of 5 ton limit/30 yd compactor: \$67.50/ton

Amount in excess of 6 ton limit/40 yd compactor: \$67.50/ton

**D. Construction Containers and Automobile Materials:** The following prices are for delivery of, use of, and non-regularly scheduled collection from the containers for construction waste, which is defined as the residue, waste, or refuse resulting from construction, remodeling, or razing of buildings; and automobile parts:

Charges	Delivery Charge	Per Empty Charge	Rental Fee
2 yd Container	\$ 50.00	\$ 70.00	\$10.00 rental per day
4 yd Container	50.00	100.00	\$10.00 rental per day
6 yd Container	55.00	160.00	\$10.00 rental per day
Charges	Delivery Charge	Per Ton Charge	Rental Fee
20 yd Container	\$ 290.00	\$ 67.50	\$20.00 rental per day
40 yd Container	290.00	67.50	\$20.00 rental per day

2. This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be effective upon adoption, and the charges and rates set forth herein shall first appear on utility bills sent out in October 2021.

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

AYES:

NOES:

APPROVED:

---

Kevin Hemann, Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

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



# City of Highland

## Finance Department

MEMO TO: Christopher Conrad, City Manager  
FROM: Kelly Korte, Director of Finance  
SUBJECT: Recommendation on Solid Waste Rates to Customers  
DATE: August 27, 2021

The contract for solid waste removal with Robert “Bob” Sanders Waste Removal was approved for renewal through 9/30/22 on July 19, 2021. This new contract included some pricing increases to the City due to increasing costs incurred by the contractor. The last time the City of Highland modified the solid waste rates for our customers was in October of 2015.

In an effort to cover the costs increases to the City, I am recommending that residential rates increase by \$5 to \$26, commercial non- containerized to \$39 (a \$5 increase) and dumpsters by an average of 6% for compactors and commercial dumpsters and from a \$5 to \$10 increase on some temporary dumpsters. The tonnage rates will also be increasing to \$67.50/ton to cover the increased contractor costs. The contractor provides a valuable service to our businesses and residences. They will continue to offer unlimited pick up at each residence for refuse, recycling and yard waste along with bulky item and appliance removal. If you should have further questions, please let me know.



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

**A RESOLUTION AUTHORIZING THE CITY OF HIGHLAND TO ENTER INTO  
“VENDOR AGREEMENT – LIHWAP”  
WITH MADISON COUNTY COMMUNITY DEVELOPMENT**

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

**WHEREAS**, City proposes to participate in the Low-Income Households Water and Wastewater Assistance Program (“LIHWAP”), a temporary, emergency program created by Public Law No: 116-260 signed on December 27, 2020, which included funding with instructions for the Administration for Children and Families (ACF) within the US. Department of Health and human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages and prevent disconnection or restore services; and

**WHEREAS**, to participate in the LIHWAP, the Act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. Said conditions are defined in the “VENDOR AGREEMENT – LIHWAP”, attached hereto as **Exhibit A**; and

**WHEREAS**, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to participate in the LIHWAP and comply with all applicable rules and regulations of the LIHWAP (*See Exhibit A*); and

**WHEREAS**, City further agrees to maintain the required records showing the following:

- Name and address of households who received assistance payments;
- Amount of assistance to each household;
- and, Source of payment.

**WHEREAS**, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to enter the “VENDOR AGREEMENT – LIHWAP”, (**Exhibit A**).

**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 “VENDOR AGREEMENT – LIHWAP”, attached hereto as **Exhibit A**, is approved.

*Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the “VENDOR AGREEMENT – LIHWAP”, attached hereto as **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 \_\_\_\_\_, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

---

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

ATTEST:

---

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

## **SAMPLE VENDOR AGREEMENT- LIHWAP**

This agreement, dated as of \_\_\_\_\_, is entered into by and between \_\_\_\_\_, (Agency), and \_\_\_\_\_, a supplier of home water and/or wastewater, (Vendor).

### **PURPOSE**

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages and prevent disconnection or restore services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

### **AGENCY RESPONSIBILITIES**

The Agency shall:

- Accept and review client applications and determine eligibility of households for payments.
- Submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.
- Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.

### **VENDOR RESPONSIBILITIES**

The Vendor shall:

- Provide an invoice that clearly states the cost of the water and/or wastewater service and fees only.
- Accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services for customers identified to receive such benefits.
- Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, reconnection fees, late fees, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit and/or to restore or prevent disconnection.
- Ensure that no household receiving assistance shall be treated adversely or charged additional fees.
- Notify the customer of the amount of benefit payment applied to the customer's billing.
- Refund any payments made in error to the LIHWAP agency who made the payment on behalf of the customer.
- Keep customer records confidential.
- Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.

- Make records available for review by authorized staff of the Illinois Department of Commerce and Economic Opportunity, Office of Community Assistance.

**REQUIRED RECORDS FOR AUDIT PURPOSES**

- The vendor will keep records showing the following:
  - Name and address of households who received assistance payments.
  - Amount of assistance to each household.
  - Source of payment.

**OTHER PROVISIONS**

**Term of Agreement**

This agreement is effective from the date of execution.

**Termination**

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

**Assignment of Agreement**

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

**Agency**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Name of Company \_\_\_\_\_

**Vendor**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Name of Company \_\_\_\_\_

***The date of this agreement is September 1, 2021 through September 30, 2023***



# City of Highland

## Finance Department

MEMO TO: Chris Conrad, City Manager  
FROM: Kelly Korte, Director of Finance  
SUBJECT: LIHWAP Funding Water and Wastewater  
DATE: August 30, 2021

The City of Highland has the opportunity to utilize a funding program through the Madison County Community Development Office that can be used to provide assistance with the past due water and wastewater portions of utility bills. This program will be in addition to current assistance provided for the electric portion of utility bills through LIHEAP. We will be working with the Madison County Office to apply these funds to applicable customer accounts.

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

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

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

**WHEREAS**, City has authority to reimburse expenses for economic development pursuant to 65 ILCS 5/8-1-2.5, which states, in pertinent part:

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

and

**WHEREAS**, City has determined SBF, LLC (“Developer”), has presented to City a proposal for development of 5 Apex Drive, Highland, Illinois 62249 (“Property”); and

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

1. Architectural & Engineering Fees - \$5,000.00
2. Cost of Marketing the sites - \$10,000.00
3. Demolition Cost - \$10,000.00
4. Site Improvements - \$35,000.00
5. Construction of New Building(s) - \$355,000.00
6. Contingency - \$25,000.00
7. Working Capital (Equity) - \$10,000.00

Total Project Costs (estimate): \$450,000.00

("Project"); and

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

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

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

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

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

1. Reimburse up to 50% of the City's portion of property taxes from the incremental EAV for up to 10 years, not to exceed 20% of Developer's eligible costs for the Project ("Business District Incentives");

(*See Exhibit A*); and

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

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

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

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

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

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

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

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

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

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

AYES:  
NOES:

APPROVED:

---

Kevin Hemann,  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

---

Barbara Bellm City Clerk  
City of Highland  
Madison County, Illinois



**DEVELOPMENT AGREEMENT**  
**SBFG, LLC**  
**65 ILCS 5/8-1-2.5**

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

**PREAMBLES**

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

**WHEREAS**, Developer is the owner of 5 Apex Drive, Highland, Illinois 62249 (“Property”); and

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

**WHEREAS**, Developer proposes to develop the Property through construction of a new office building in an existing professional park; and

**WHEREAS**, City wishes to encourage Developer to develop the Property through construction of a new office building in an existing professional park, and assist Developer with costs, including:

1. Architectural & Engineering Fees - \$5,000.00
2. Cost of Marketing the sites - \$10,000.00
3. Demolition Cost - \$10,000.00
4. Site Improvements - \$35,000.00
5. Construction of New Building(s) - \$355,000.00
6. Contingency - \$25,000.00
7. Working Capital (Equity) - \$10,000.00

Total Project Costs (estimate): \$450,000.00

(“Project”); and

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

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

1. Reimburse up to 50% of the City's portion of property taxes from the incremental EAV for up to 10 years, not to exceed 20% of Developers eligible costs for the Project ("Business District Incentives");

and

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

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

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

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

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

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

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

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

1. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovation which may be needed for both the interior and exterior construction and improvements.
2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether proposed changes will require a permit so that Developer can move forward with said work in a timely manner.
3. City shall be entitled to a comprehensive and reasonable inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
4. Developer is fully responsible for identifying and mitigating any reasonable building-related concerns.
5. Developer understands and agrees all applicable City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

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

- a. Total Estimated Business District Eligible Costs: \$450,000.00
- b. The City may reimburse 50% of the incremental EAV generated by the development of the Property, or up to a maximum of \$112,500 for this Property, for up to ten (10) years, or until the maximum funding amount is reached in combination with any other funding assistance:
  - 1) The present base EAV for assessment year 2019 is \$23,460.00;
  - 2) The estimated EAV after redevelopment and completion of the Project is \$150,000.00;
  - 3) The estimated annual incremental taxes generated is estimated to be \$2,405.00 upon completion of the Project;
  - 4) 50% of the estimated incremental taxes generated is \$1,203.00;

- 5) The estimated annual incremental tax reimbursement is \$1,203.00 annually for up to ten (10) years, which equals \$12,030.00.
- c. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
- d. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
  - 1) Voluntary or involuntary bankruptcy of Developer.
  - 2) Voluntary or involuntary closure of the business owned by Developer.
  - 3) Substantial change in the nature of Developer's business without the City's written approval, not to be unreasonably withheld.
  - 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval, not to be unreasonably withheld.

**Section 4. Indemnification.** Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; or (iv) any claim brought against City arising from this Agreement and determined to be the fault of Developer. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action in connection with the aforementioned indemnification obligations of Developer, Developer shall, at its expense, satisfy and discharge the same. Developer acknowledges that City has statutory tort immunity under Local Government and Governmental Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

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

**Section 5. Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either

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

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

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

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

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

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

**Section 9. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless

contained in this Agreement or subsequent written amendments hereto agreed upon by both Parties.

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

To the Developer:

SBFG, LLC  
Steve Oravec and/or Gayle Frey  
15 Apex Drive  
Highland, Illinois 62249

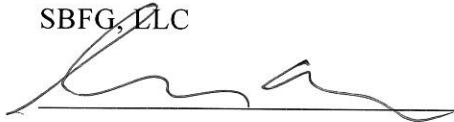
To the City:

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

CITY OF HIGHLAND, ILLINOIS:

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

SBFG, LLC



\_\_\_\_\_  
Steve Oravec and/or Gayle Frey

**CITY OF HIGHLAND - BUSINESS ASSISTANCE APPLICATION**

Project Name 5 APEX DR.

Address of Proposed Project 5 APEX DR.

**APPLICANT INFORMATION**

Company Name SBFG, LLC Office Phone 618 651 0444  
 Company Address 15 APEX DR. Alt. Phone 618 920 8090  
 City State Zip HIGHLAND, IL 62249 Fax 618 654 5450

Contact Person / Title STEVE ORAVEC OR GAYLE FREY  
 Email soravec@apexnetworkkpt.com

Type of Business:  Corporation Years in Business 20  
 Partnership  
 Sole Proprietor  
 Trust

**PROJECT COSTS**

Projected Costs

Architectural & Engineering Fees	<u>5,000</u>
Legal & Other Professional Fees	<u>          </u>
Cost of marketing the sites	<u>10,000</u>
Purchase Land	<u>          </u>
Purchase of Existing Facility	<u>          </u>
Demolition Cost	<u>10,000</u>
Site Improvements	<u>35,000</u>
Rehab, remodel of existing building	<u>          </u>
Construction of New Building(s)	<u>355,000</u>
Contingency	<u>25,000</u>
Working Capital (Equity)	<u>10,000</u>
Other (Please Specify)	<u>          </u>

**TOTAL PROJECT COSTS**

450,000

\$ Assistance Requested

**CURRENT INFORMATION**

SALES	Current Annual Gross Sales	<u>\$280,000</u>
SALES TAX	Current Annual Taxable Sales for Sales Tax	<u>0</u>
JOBS	Current number of full time jobs (proof from IDES)	<u>0</u>
PROPERTY TAX	Attach a copy of the most current property tax bill Real Estate Taxes for the year	<u>1,891.08</u>
	Parcel ID Number for each property within your development area	<u>02-2-18-32-02-202-025</u>
	Parcel ID Number for each property within your development area	<u> </u>
	Parcel ID Number for each property within your development area	<u> </u>
	Township (Helvetia <u>Saline</u> Marine)	<u>SALINE</u>
	Fair Market Value (or Current Appraisal Value)	<u>70,390</u>
	Taxable Value	<u>23,460</u>
	Combination Tax Rate	<u>8.0610</u>
	Total Tax	<u>1891.08</u>

**ESTIMATES AFTER REDEVELOPMENT**

Acreage or total square footage of the project area	<u>15,038</u>	
Square Footage of Building / Structures	<u>3,000</u>	
Estimated Market Value after redevelopment	<u>450,000</u>	
EAV after redevelopment (approx 1/3 of Market Value)	<u>150,000</u>	
Estimated Annual Gross Sales (Includes Labor)	<u>TBD</u>	} ALL DEPEND ON WHO RENTS IN THE BUILDING.
Estimated Annual Taxable Sales for Sales Tax	<u>TBD</u>	
Estimated Number of Newly Created Full Time Jobs	<u>TBD</u>	
Type of Jobs (Clerical Production Sales and Service)	<u>TBD</u>	
Estimated Annual Salary for each newly created job	<u>TBD</u>	
Estimated Number of Jobs Retained - Full Time	<u>TBD</u>	

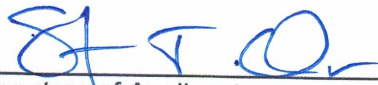


**Please include a narrative that will address the following:**

1. Description of Business / Company
2. Project Description
  - a) Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases;
  - b) Evaluation of site or other constraints;
  - c) Benefit or Service to the Community;
3. A request for the City's assistance with the project that specifies the type(s) of assistance needed and why it is needed.
4. Construction start date and timeline for Project Completion.
5. Applicant may need to also submit any additional information such as site plans, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

**Certification of Applicant**

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



Signature of Applicant

STEVEN J. ORAVEC-OWNER

Print Name and Title

8/17/2021

Date

S B F G, LLC

Print Company Name

*Return application to:*

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

## **Project Narrative – 5 Apex Dr. – Additional Office Building**

SBFG, LLC, the current owner of the Apex Professional Park property, proposes to build a new 3,000 square foot commercial office building on a pad site within the existing professional park at the address of 5 Apex Dr. The building will be split between two tenants. One space of 1,200 sq ft and a second of 1,800 sq ft. The project further completes the Apex Professional Park and provides additional Class A lease space within the Highland community.

The proposed building would be identical in terms of appearance to the existing buildings within the Apex Professional Park.

No additional traffic or safety hazards would be created by this addition. No additional roadways would be constructed.

The addition would further enhance the existing property, and as mentioned, would provide additional Class A lease space to expand job growth in the Highland community.

# CHRIS SLUSSER

## MADISON COUNTY TREASURER

PARCEL I.D. NUMBER 02-2-18-32-02-202-025.

02-SALINE	TOWNSHIP TAX CODE	010
	TAX PAYING AGENT NUMBER CLASS CODE	0061
	T.I.F. CERTIFIED ASSESSMENT FAIR MARKET VALUE	70,390
	NON-FARM ASSESSMENT	22,650
x	TOWNSHIP MULTIPLIER FARM LAND	1.0357
+		0
	FARM BUILDING	0
		\$0.00
=	TOWNSHIP EQUALIZED VALUE	23,460
-	HOMESTEAD IMPROVEMENT EXEMP.	0
-	GENERAL DISABLED VETERAN	0
x	STATE MULTIPLIER	1.0000
=	STATE EQUALIZED VALUE	23,460
-	SR ASSESSMENT FREEZE DEDUCTION	0
-	GENERAL HOMESTEAD OWNER OCCUPANCY	0
-	HOMESTEAD DE-DUCTION OVER 65	0
-	FRATERNAL/VETERAN ORG. FREEZE	0
-	DISABLED PERSON	0
-	VETERAN EXEMPTION	0
=	TAXABLE VALUE	23,460
x	COMBINATION TAX RATE	8.0610
+	DRAINAGE	0.00
	TOTAL TAX	<b>\$1,891.08</b>

### 2020 REAL ESTATE TAXES

Legal Description

APEX PROFESSIONAL PARK LOT 1 131.41  
X 123.1 IRREGULAR

ACREAGE TOTAL = 0.00

Property Address

SBFG LLC  
5 APEX DR  
HIGHLAND, IL 62249

THIS IS NOT A NEW OR ADDITIONAL TAX	
INFORMATIONAL DISTRICTS	AMOUNT
MUNICIPALITY PENSION	\$182.40
UNIT SCHOOLS PENSION	\$56.89
COUNTY PENSION	\$33.61
TOWNSHIP PENSION	\$2.35
ROAD DISTRICT PENSION	\$0.94

RATES 2019	AMOUNT OF TAXES	TAXING DISTRICT	RATES 2020	AMOUNT OF TAXES
4.6673	\$1,057.14	HIGHLAND CU #5	4.6671	\$1,094.90
1.8735	\$424.35	CITY OF HIGHLAND	1.9008	\$445.93
0.5746	\$130.14	MADISON COUNTY	0.5469	\$128.26
0.4544	\$102.92	SW IL COLLEGE #522	0.4462	\$104.68
0.2845	\$64.44	SALINE ROAD & BRIDGE	0.2549	\$59.80
0.1646	\$37.28	LATZER MEMORIAL LIBRARY	0.1672	\$39.23
0.0926	\$20.97	SALINE TOWNSHIP	0.0779	\$18.28
			<b>2020 TOTAL TAX</b>	<b>\$1,891.08</b>
			<b>2020 TAXES PAID</b>	<b>\$0.00</b>
			<b>2020 TOTAL TAX DUE</b>	<b>\$1,891.08</b>

02-2-18-32-02-202-025.

SBFG LLC  
15 APEX DR

HIGHLAND IL 62249-

**DUPLICATE BILL**

18031

1st Installment

PARCEL I.D. NO. 02-2-18-32-02-202-025.



MAIL THIS COUPON WITH PAYMENT

IF PAID ON - THROUGH	AMOUNT DUE
07/09/2021 - 08/08/2021	\$472.77
08/09/2021 - 09/08/2021	\$472.77
09/09/2021 - 10/08/2021	\$494.04
10/09/2021 - 11/08/2021	\$501.14
11/09/2021 - 12/08/2021	\$508.23
12/09/2021 - 01/08/2022	\$515.32
01/09/2022 - 02/08/2022	\$522.41
02/09/2022 - 02/18/2022	\$529.50

February 18, 2022 is the last day to pay before taxes sold

SBFGLL

Collector Use Only	
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1ST PAYMENT REAL ESTATE TAX	\$472.77
DRAINAGE	0.00
<b>AMOUNT DUE</b>	<b>\$472.77</b>
<b>IF PAID BY</b>	<b>07-08-21</b>

DO NOT MARK BELOW THIS LINE

022183202202025 0000047277 0000000000 01 1 2

2nd Installment

PARCEL I.D. NO. 02-2-18-32-02-202-025.



MAIL THIS COUPON WITH PAYMENT

IF PAID ON - THROUGH	AMOUNT DUE
09/09/2021 - 10/08/2021	\$479.86
10/09/2021 - 11/08/2021	\$486.95
11/09/2021 - 12/08/2021	\$494.04
12/09/2021 - 01/08/2022	\$501.14
01/09/2022 - 02/08/2022	\$508.23
02/09/2022 - 02/18/2022	\$515.32

February 18, 2022 is the last day to pay before taxes sold

945.54

SBFGLL

Collector Use Only	
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2ND PAYMENT REAL ESTATE TAX	\$472.77
<b>AMOUNT DUE</b>	<b>\$472.77</b>
<b>IF PAID BY</b>	<b>09-08-21</b>

DO NOT MARK BELOW THIS LINE

022183202202025 0000047277 0000000000 02 1 0

3rd Installment

PARCEL I.D. NO. 02-2-18-32-02-202-025.



MAIL THIS COUPON WITH PAYMENT

IF PAID ON - THROUGH	AMOUNT DUE
10/09/2021 - 11/08/2021	\$479.86
11/09/2021 - 12/08/2021	\$486.95
12/09/2021 - 01/08/2022	\$494.04
01/09/2022 - 02/08/2022	\$501.14
02/09/2022 - 02/18/2022	\$508.23

February 18, 2022 is the last day to pay before taxes sold

SBFGLL

Collector Use Only	
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3RD PAYMENT REAL ESTATE TAX	\$472.77
<b>AMOUNT DUE</b>	<b>\$472.77</b>
<b>IF PAID BY</b>	<b>10-08-21</b>

DO NOT MARK BELOW THIS LINE

022183202202025 0000047277 0000000000 03 1 8

4th Installment

PARCEL I.D. NO. 02-2-18-32-02-202-025.



MAIL THIS COUPON WITH PAYMENT

IF PAID ON - THROUGH	AMOUNT DUE
12/09/2021 - 01/08/2022	\$479.86
01/09/2022 - 02/08/2022	\$496.95
02/09/2022 - 02/18/2022	\$504.04

February 18, 2022 is the last day to pay before taxes sold

1891.08

SBFGLL

Collector Use Only	
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4TH PAYMENT REAL ESTATE TAX	\$472.77
<b>AMOUNT DUE</b>	<b>\$472.77</b>
<b>IF PAID BY</b>	<b>12-08-21</b>

DO NOT MARK BELOW THIS LINE

022183202202025 0000047277 0000000000 04 1 6



# CITY OF HIGHLAND

To: Chris Conrad, City Manager  
From: Mallord Hubbard, Economic Development Coordinator  
CC: Mayor and City Council  
Date: September 1, 2021  
Re: Redevelopment Agreement with SBFG, LLC

---

**RECOMMENDATION:** Staff and the Industrial Development Commission have reviewed and recommend approval of the attached Redevelopment Agreement with terms detailed below.

---

**DISCUSSION:** SBFG, LLC is proposing to construct a new office building in an existing professional park located at 5 Apex Drive. The project location falls within the Business District, and is eligible for incentives including, property tax rebates.

SBFG, LLC is proposing to construct the building, totaling \$450,000 in eligible project costs. The Redevelopment Agreement would rebate 50% of the increment of the City's portion of property taxes, generated as a result of the project's completion.

The maximum incentives the project would be eligible for is \$112,500, or 20% of the projects costs. The total property tax rebate is estimated to be \$1,203 per year for a period of 10 years. Based on these estimates, the total incentives projected to be paid over the 10 year agreement is \$12,203.

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

**A RESOLUTION APPROVING OWNER CHANGE ORDER NUMBER THIRTEEN  
FOR THE HIGHLAND PUBLIC SAFETY BUILDING, AND  
WAIVING COMPETITIVE BIDDING REQUIREMENT**

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

WHEREAS, City has determined there are change orders needed at the newly constructed City Public Safety Building (“PSB”), including:

1. Additional grouting of the brick veneer flashing - \$7,384.90;
2. Structural steel additions - \$10,088.07;
3. Additional grounding for the rack room - \$1,989.22;

See **Exhibit A** (“Owner Change Order Number Thirteen (13)”); and

WHEREAS, City has determined Owner Change Order Number Thirteen (13), comprised of the aforementioned requests, will add \$19,462.19 in additional costs to the PSB Project because it was not part of the original Contract (*See Exhibit A*); and

WHEREAS, City has determined the pricing for the materials needed for Owner Change Order Number Thirteen (13) can only be guaranteed for a short time, so time is of the essence; and

WHEREAS, City has determined it necessary to waive the competitive bidding requirement for this job and authorize Owner Change Order Number Thirteen (13) (**Exhibit A**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Owner Change Order Number Thirteen (13) (**Exhibit A**); and

WHEREAS, City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents required to approve Owner Change Order Number Thirteen (13).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS:**

*Section 1.* The foregoing recitals are incorporated herein as express findings of fact and legislative intent of the City Council of the City of Highland, Illinois.

*Section 2.* City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to waive the competitive bidding requirement and approve Owner Change Order Number Thirteen (13) (**Exhibit A**).

*Section 3.* City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents necessary to give force and effect to Owner Change Order Number Thirteen (13) (**Exhibit A**).

*Section 4.* This Resolution will be in full force and effect upon its passage and approval in accordance with the law.

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

AYES:

NOES:

ABSENT:

APPROVED:

---

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

ATTEST:

---

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

City of Highland  
 1115 Broadway  
 Highland, IL 62249

**Change Order**  
**NO. OCO 013**

**Title:** Owner Change Order #013 **Issue Date :** 08/16/21  
**Project:** Highland Public Safety Building **Job:** 0120061.00  
**To (Contractor):** S. M. Wilson & Co. **Contract Number:** 0120061.00 Highland Public Safety Building  
 2185 Hampton Ave., St. Louis, MO 63139  
 222 1st Ave., Suite A, Edwardsville, IL 62025  
 145 S. Mount Auburn Rd., Suite A, Cape Girardeau, MO 63703

**You are directed to make the following changes in this Contract:**

PCO	Description	Amount
018	RFI 052 - Brick Veneer Flashing	7,384.90
054	Structural Steel - Submittal Review Extras	10,088.07
093	Grounding in Rack Room	1,989.22
<b>Total For Change Order:</b>		<b>19,462.19</b>

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract .

<b>The original Contract Sum was</b> .....	<b>6,599,036.00</b>
<b>The net change by previously authorized Change Orders was</b> .....	<b>226,415.36</b>
<b>The Contract Sum prior to this Change Order was</b> .....	<b>6,825,451.36</b>
<b>The Contract Sum will be increased by this Change Order</b> .....	<b>19,462.19</b>
<b>The new Contract Sum will be</b> .....	<b>6,844,913.55</b>

The Contract Time will be unchanged

**Accepted By Contractor:**

S. M. Wilson & Co.  
 2185 Hampton Ave.  
 St. Louis, MO 63139

**By:** Kerry Lorts  
 8/31/2021  
**Date:** \_\_\_\_\_

**Authorized By Owner:**

City of Highland  
 1115 Broadway  
 Highland, IL 62249

**By:** Cris Conrad  
 8/31/2021  
**Date:** \_\_\_\_\_





S. M. Wilson & Co.  
 2185 Hampton Ave., St. Louis, MO 63139  
 222 1st Ave., Suite A, Edwardsville, IL 62025  
 145 S. Mount Auburn Rd., Suite A, Cape Girardeau, MO 63703

**CHANGE ORDER REQUEST**  
**No. 018**

<b>TO:</b>	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	<b>JOB #:</b>	0120061.00
<b>ATTN:</b>	Christopher Conrad	<b>JOB NAME:</b>	Highland Public Safety Building
<b>RE:</b>	RFI 052 - Brick Veneer Flashing	<b>DATE:</b>	August 26, 2021

This change order request is associated with the additional grouting costs required due to moving the brick veneer flashing up three courses. Direction per RFI 052.

Description	Net Amount
Becker Masonry	
This change order is associated with the costs to grout the void space that was created due to moving the brick veneer flashing up three courses.	6,920.00
<b>Subtotal:</b>	<b>\$6,920.00</b>
Performance & Payment Bond:	\$45.05
General Liability:	\$73.85
Overhead and Profit:	\$346.00
<b>Total Cost:</b>	<b>\$7,384.90</b>

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
  2. This work is on hold pending authorization unless previously authorized.
  3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ <i>Authorized Signature</i>	_____ <i>Authorized Signature</i>	_____ <i>Authorized Signature</i>
8/30/2021	8/26/2021	08/26/21
_____ <i>Date</i>	_____ <i>Date</i>	_____ <i>Date</i>



S. M. Wilson & Co.  
 2185 Hampton Ave., St. Louis, MO 63139  
 222 1st Ave., Suite A, Edwardsville, IL 62025  
 145 S. Mount Auburn Rd., Suite A, Cape Girardeau, MO 63703

**CHANGE ORDER REQUEST**  
**No. 054**

<b>TO:</b>	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	<b>JOB #:</b>	0120061.00
<b>ATTN:</b>	Christopher Conrad	<b>JOB NAME:</b>	Highland Public Safety Building
<b>RE:</b>	Structural Steel - Submittal Review Extras	<b>DATE:</b>	August 02, 2021

This change order request is associated with the additional costs to furnish the additional steel required per RFI 002 and the submittal review. See attached proposal for additional information.

Description	Net Amount
ESI Steel	
This change order is associated with the costs to furnish the additional steel required per RFI 002 and the approved structural steel shop drawings.	9,453.00
	<b>Subtotal: \$9,453.00</b>
	Performance & Payment Bond: \$61.54
	General Liability: \$100.88
	Overhead and Profit: \$472.65
	<b>Total Cost: \$10,088.07</b>

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
  2. This work is on hold pending authorization unless previously authorized.
  3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
8/30/2021	8/26/2021	8/26/2021
_____ Date	_____ Date	_____ Date



S. M. Wilson & Co.  
 2185 Hampton Ave., St. Louis, MO 63139  
 222 1st Ave., Suite A, Edwardsville, IL 62025  
 145 S. Mount Auburn Rd., Suite A, Cape Girardeau, MO 63703

**CHANGE ORDER REQUEST**  
**No. 093**




<b>TO:</b>	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	<b>JOB #:</b>	0120061.00
<b>ATTN:</b>	Christopher Conrad	<b>JOB NAME:</b>	Highland Public Safety Building
<b>RE:</b>	Grounding in Rack Room	<b>DATE:</b>	August 04, 2021

This change order request is associated with the additional costs to provide a ground bar and dedicated grounding wire in the Rack Room for telephone and data equipment grounding.

Description	Net Amount
MC Electric	
This change order is associated with the dedicated grounding required from the electrical room to the rack room for telephone and data equipment grounding.	1,864.00
<b>Subtotal:</b>	<b>\$1,864.00</b>
Performance & Payment Bond:	\$12.13
General Liability:	\$19.89
Overhead and Profit:	\$93.20
<b>Total Cost:</b>	<b>\$1,989.22</b>

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
  2. This work is on hold pending authorization unless previously authorized.
  3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ <i>Authorized Signature</i>	_____ <i>Authorized Signature</i>	_____ <i>Authorized Signature</i>
8/16/2021	8/4/2021	08/04/21
_____ <i>Date</i>	_____ <i>Date</i>	_____ <i>Date</i>



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

**To:** Honorable Mayor Hemann and City Council  
**From:** Chris Conrad- City Manager  
**Date:** August 31, 2021  
**Re:** Owner Change Order 13 for the Public Safety Building Project

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I am submitting for your consideration and approval change order 13 (OCO 13) for the Public Safety Building Project.

This change order is Owner Change Order 13 which contains changes above the contract amount. The changes in this change order are described below:

- **Additional grouting of the brick veneer flashing:** In order to move the brick veneer up to accommodate proper drainage and alignment, there was additional costs for the grouting in those locations. **Total cost for the work is \$7,384.90.**
- **Structural steel additions:** This is the remainder of the structural steel additions required to accommodate the increased roof heights to fit all equipment and runs through the building. **Total cost of this work is \$10,088.07**
- **Additional grounding for the rack room:** With the additional equipment that is being added in the rack room and the sensitive nature of that equipment and importance to the city, we asked the electric vendor to add an additional layer of grounding to the room to protect against lightning strikes. The cost of the additional grounding **Total cost: \$1,989.22**

The total cost for this change order is **\$19,462.19**, and we recommend the approval of this change order. This change order combined with the previous above contract price change orders brings the total contract price increase to **\$245,877.55**. So our current total change order amount for the building is at 4% of the bid price with several of the change orders items we had intended to



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

purchase outside of the contract or where functional additions (like the epoxy flooring). We have very few change orders currently being discussed that pertain mainly to finishing items or work arounds for the inability to get certain items. For example we may have to make some minor changes to our electrical plans concerning our apparatus bay door openers. The motors we requested we can't get for quite some time, so we are looking at using a different option that has different electrical needs and thus require different wiring/circuitry. So we are very pleased with where we are at on the project.

**Budget Impact:** Our original budget for this project was \$7.1 million dollars with the source of the funds being the debt certificate proceeds and police department reserves which had been set aside for this project over many years. With this change order and other authorized purchases thus far, we have committed to \$7,157,812.00 in expenses.

We are working towards substantial completion by September 10. A rough move-in date is undetermined as we wait for delivery of interior doors, some other key components and some specialty work that has been delayed by COVID impacting a sub-contractor. However, we anticipate to be in and operational still this Fall.

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

**AN ORDINANCE APPROVING REAL ESTATE REZONING FOR 717 5<sup>th</sup> STREET,  
HIGHLAND, ILLINOIS, FROM “C-2” CENTRAL BUSINESS DISTRICT  
TO “I” INDUSTRIAL**

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, Dent Specialist Inc. (hereinafter “DSI”), on behalf of Terry Oswald (hereinafter “Owner”), owns the interest in 717 5<sup>th</sup> Street, Highland, Illinois 62249, PIN# 02-2-18-32-18-301-020 (hereinafter “Land”); and

WHEREAS, DSI is requesting to rezone the Land to Industrial, and is currently in the process of purchasing the Land from the Owner; and

WHEREAS, DSI, pursuant to §90-83 of the *Code of Ordinances, City of Highland*, has submitted an application requesting a real estate zoning map amendment to the City of Highland Official Zoning Map, concerning the Land (*See Combined Planning and Zoning Board Staff Report and Zoning Map Amendment Rezoning Application attached hereto as Exhibit A*); and

WHEREAS, DSI’s application requests that the Land be rezoned from “C-2” Central Business District to “I” Industrial, and that the City of Highland Official Zoning Map be amended to indicate that change in zoning classification; and

WHEREAS, the Combined Planning and Zoning Board (“CPZB”) of City held a properly noticed public hearing on September 1, 2021, and has submitted its advisory report, attached hereto as **Exhibit B**; and

WHEREAS, the CPZB’s advisory report advises the City Council to approve DSI’s rezoning request for the Land (*see Exhibit B*); and

WHEREAS, City has determined it should approve the Land being rezoned from “C-2” Central Business District to “I” Industrial; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents required to rezone the Land from “C-2” Central Business District to “I” Industrial; and

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

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

*Section 2.* Pursuant to §90-82 of the Zoning Code of the *Code of Ordinances, City of Highland*, the Land shall be rezoned from “C-2” Central Business District to “I” Industrial.

*Section 3.* The City of Highland Official Zoning Map is hereby amended to indicate that change in zoning classification – from “C-2” Central Business District to “I” Industrial – with respect to the Land in question.

*Section 4.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

AYES:

NOES:

ABSENT:

APPROVED:

---

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

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



## City of Highland Building and Zoning

**Meeting Date:** September 1, 2021

**From:** Breann Vazquez, Director of Community Development

**Location:** 717 5<sup>th</sup> Street

**Zoning Request:** Rezoning

**Description:** Rezoning from C-2 Central Business District to Industrial

---

### **Proposal Summary**

The applicant is Dent Specialist Inc. (2908 Amberwood Drive), on behalf of Terry Oswald (717 5<sup>th</sup> Street). The applicant of this case is requesting the following rezoning:

- Rezone 717 5<sup>th</sup> Street from C-2 Central Business District to Industrial. (PIN# 02-2-18-32-18-301-020)

This property is currently Ozzie's Detail. In the C-2 district, automotive services are a nonconforming use. The rezoning is being requested in order to allow for a new property owner to continue to utilize the property for automotive services.

### **Comprehensive Plan Consideration**

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

The subject property is denoted as "commercial" on the Comprehensive Plan's Future Land Use Map. It is adjacent to "industrial" areas. Automotive services are commercial services that are allowed outright in C-3 and Industrial. Industrial zoning is being requested instead of C-3 zoning in order to avoid spot zoning.





# City of Highland Building and Zoning

## Zoning Map



### Legend

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

## Future Land Use Map



### Future Land Use

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



# City of Highland Building and Zoning

## Standards of Review for Zoning Map Amendments and Findings of Fact

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

- Existing use and zoning of the property in question.  
**The property is currently Ozzy's Detail and is zoned C-2.**

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

Direction	Land Use	Zoning
North	Delray Hug N Upholstery	C-2
South	Highland Machine/Railshake	Industrial/C-2
East	Highland Diner	C-2
West	Options HME, Inc.	C-2

- The extent to which the zoning map amendment may detrimentally affect nearby properties.  
**Nearby property will not be negatively affected. The area to the west is zoned Industrial and this area contains a variety of commercial and industrial uses.**
- Suitability of the property in question for uses already permitted under existing requirements.  
**C-2 is primarily for downtown commercial uses and, therefore, is not the most appropriate zoning classification.**
- Suitability of the property in question for the proposed uses.  
**The property is suitable for automotive services and is currently used for automotive services.**
- The type, density and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned.  
**The proposed zoning goes with the character of the area. This area has a mixture of zoning districts, including Industrial. Staff believes that the current automotive service was in existence prior to automotive services being a disallowed use within C-2.**
- The effect the proposed map amendment would have on the implementation of the City's Comprehensive Plan.  
**The proposed map amendment is consistent with the City's Comprehensive Plan.**
- The effect the proposed map amendment would have on public utilities, other needed public services and traffic circulation on nearby streets.  
**There would not be a negative effect on public utilities, other needed public services and traffic circulation on nearby streets.**



# City of Highland

## Building and Zoning

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

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

### Staff Discussion

This property is currently an automotive service, which is a legal nonconforming use in the C-2 district. Given that this property is set up to function as an automotive service center, staff supports this rezoning and agrees that rezoning this property is the most appropriate way to allow for an automotive service to continue to operate at this location under new ownership.

Given that this area consists of a mixture of commercial uses and industrial uses, staff believes that rezoning to allow for an automotive service to operate on the property is appropriate.

### Aerial Photograph



Site Photos



EXHIBIT "A"

Zoning Map Amendment Rezoning Application

Return Form to:

Administrative Official  
City of Highland  
2610 Plaza Drive  
Highland, IL 62249  
(618) 654-7115  
(618) 654-1901 (fax)

For Office Use Only

Date Submitted: \_\_\_\_\_  
Filing Fees: \_\_\_\_\_  
Date Paid: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_  
Zoning File #: \_\_\_\_\_

APPLICANT INFORMATION:

Applicant: Dent Specialist Inc. Phone: 618-570-9595  
Address: 2908 Amberwood Dr. Highland Zip: IL 62249  
Email Address: DANN@CHARTER.NET  
Owner: Terry Oswald Phone: 618-654-4239  
Address: 717 5th St Highland, IL 62249 Zip: 62249  
Email Address: \_\_\_\_\_

PROPERTY INFORMATION:

Street Address or Parcel ID of Property: 717 5th Street; PIN#02-2-18-32-18-301-020

Property is Located In (Legal Description): attached

Present Zoning: C-2 Requested Zoning: Industrial Acreage: \_\_\_\_\_

Present Use of Property: automobile detail shop & car wash

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	<u>Delray Hug N Upholstry</u>	<u>C-2</u>
South	<u>Highland Machine/Railshake</u>	<u>Industrial/C-2</u>
East	<u>Highland Diner</u>	<u>C-2</u>
West	<u>Options HME, Inc.</u>	<u>C-2</u>

**RELATIONSHIP TO EXISTING ZONING PATTERN:**

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes \_\_\_\_\_ No  If yes, explain: \_\_\_\_\_
2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes  No \_\_\_\_\_ If yes, explain: This property has operated as an automotive service center for over 20 years and is set up as an automotive service center. Per the zoning code, automotive services are not allowed in the C-2 district.

**CONFORMANCE WITH COMPREHENSIVE PLAN:**

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? Yes  No \_\_\_\_\_
2. Is the proposed change consistent with the Future Land Use Map? Yes \_\_\_\_\_ No

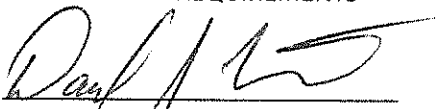
**UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:**

This is marked as commercial on the future land use map. Automotive services are commercial services that are a Special Use in C-1, allowed outright in C-3, and allowed outright in Industrial. Industrial zoning is being requested instead of C-3 to avoid spot zoning.

**THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:**

1. One copy of a legal description AND warranty deed of the property proposed to be rezoned. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
2. A current plat, site plan, survey, or other professional illustration.
3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
4. If the proposed zoning is a Planned Use or requires a special use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.
5. Application fee.
6. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc).

I HAVE READ AND UNDERSTAND THE ABOVE CITY OF HIGHLAND PETITION TO THE COMBINED PLANNING & ZONING BOARD REQUIREMENTS

  
Applicant's Signature

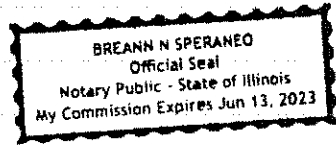
8-6-2021  
Date

1. Terry Oswald, give Don Noeltner of Dent  
Specialist Inc. permission to rezone 717 5th  
St. from C-2 to Industrial.

Terry Oswald  
Terry Oswald

8-6-2021  
Date

Notary: Breann Speraneo  
Breann Speraneo





As the potential new owner of previous car wash *Ozzie's Detail and Car Wash* located here 717 5th St, Highland IL, 62249, I propose that the future car wash will bring the following advancements to the community...

- Introduce a new and improved view of the property surrounding the area.
- Introduce an updated twenty-four hour car wash system with a new state of the art user friendly compatibility system, one that specifically has never been built in the Highland area.
- Introduce an advanced payment system that will have the capabilities to expand from singular carwashes to payment packages, while allowing to acquire payments from cash, debit or credit cards, and ones that can be made from a mobile device.
- Putting my personal business *Dent Specialist inc.*, which previously has been located only out of city limits, into a new and improved accessible area for the members of the community.
- Provide free vacuuming equipment and usage at the car wash, a task that is priced at most car washes in the surrounding area.
- In addition to remodeling the building, a driveway from the alley will be constructed which will not affect traffic.
- Introduce services which will provide ceramic coating to vehicles.

With my deepest appreciation I, Dan Noeltner, personally thank you for taking the time to read my proposal. I individualistically decided to pursue purchasing this property in hopes of expanding my dent repair business, which has been successfully operating for over thirteen years, to the members of the Highland community and surrounding areas. I have focused on educating myself to create the most advanced car wash possible with the resources in my surrounding.





City of Highland  
Building and Zoning

Exhibit "C"

Determination of Rezoning Request

Date Submitted: 8/6/2021  
Filing Fees: \$200  
Date Paid: 8/6/2021  
Date Advertised: 8/18/2021  
Date of Sent Notice: 8/18/2021  
Public Hearing Date: 9/1/2021

On September 1, 2021, the City of Highland Combined Planning and Zoning Board at its regular meeting approved/denied a request for rezoning for the following:

**Dent Specialist Inc. (2908 Amberwood Drive), on behalf of Terry Oswald (717 5th Street), are requesting to rezone 717 5th Street from C-2 Central Business District to Industrial. (PIN# 02-2-18-32-18-301-020).**

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the September 7, 2021, meeting of the City Council.

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

Conditions (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairperson of the Combined Planning and Zoning Board

Anthony Walker

9/1/21  
Date

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

**A RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT  
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT  
FOR SHORT-TERM RENTAL WITHIN THE R-1-D ZONING DISTRICT**

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

WHEREAS, Section 90-81 of the *Code of Ordinances, City of Highland*, provides that the City Council “may grant a special use permit by ordinance,” but requires that “In a separate statement accompanying any such ordinance, the Council shall state findings of fact, and indicate reasons for approving . . . the request for a special use permit;” and

WHEREAS, Miles Maggio (801 N. Keebler Rd., Collinsville, IL 62234), on behalf of Marge Donnelly (308 Laurel Street, Highland, IL 62249), has filed a Petition for a Special Use Permit to allow for a short-term rental within the R-1-D zoning district at 1320 Zschokke Street, Highland, IL 62249 (“Property”), in accord with the *Code of Ordinances, City of Highland*; and

WHEREAS, Miles Maggio as property manager (“Manager”), and Marge Donnelly (“Owner”) as the owner of the Property are requesting the Special Use Permit for the Property; and

WHEREAS, a copy of the Petition for a Special Use Permit is attached as **Exhibit A** and incorporated by reference as though fully set forth herein; and

WHEREAS, a copy of the Combined Planning and Zoning Board (“CPZB”) Staff Report is attached hereto as **Exhibit B** and incorporated by reference as though fully set forth herein; and

WHEREAS, **Exhibit A** and **Exhibit B** were all considered as part of the Petition for a Special Use Permit by CPZB; and

WHEREAS, CPZB recommended denial of this Special Use Permit pursuant to **Exhibit A** and **Exhibit B**. See CPZB Determination of Special Use Permit attached hereto as **Exhibit C**.

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

*Section 1.* The City Council makes the following findings of fact concerning the *procedures* followed to present the Petition for a Special Use Permit (**Exhibit A, B**) for approval:

- (a) The Administrator to whom the Petition for a Special Use Permit was submitted referred the matter to the CPZB.
- (b) The CPZB met in regular session on July 7, 2021, and on September 1, 2021, at 7:00 p.m., at City Hall, 1115 Broadway, Highland, Illinois, to consider and act upon the Petition for a Special Use Permit.
- (c) Public notice of the hearings to be held at the CPZB meeting were published pursuant to Illinois State Law, and Manager and Owner were notified of the hearings to be held at the meetings.
- (d) At the hearings, the CPZB took and heard evidence, and the CPZB prepared and submitted its advisory report to the City Council recommending denial of the Petition for a Special Use Permit.
- (e) The City Council finds the steps recited above, in compliance with the *Code of Ordinances, City of Highland*, to be facts, and further finds and determines that the matters and proceedings to date are in accordance with the *Code of Ordinances, City of Highland*.

*Section 2.* The City Council makes the following findings of fact concerning the *merits* of the Petition for a Special Use Permit (**Exhibit A, B and C**):

- (a) The proposed Special Use will adequately protect the public health, safety, welfare and the physical environment of the surrounding area and the City of Highland.
- (b) The proposed Special Use is consistent with the City of Highland's Comprehensive Plan.
- (c) The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.
- (d) There are no facilities near the proposed Special Use that require the need for special protection.
- (e) The location – where the Special Use will be made pursuant to the Special Use Permit – is zoned “R-1-D.”

*Section 3.* This Resolution shall constitute the separate statement of findings of fact, supporting the granting of the Special Use Permit, required by Section 90-81 of the *Code of Ordinances, City of Highland*, and shall be permanently attached to the ordinance adopted granting the Special Use Permit.

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

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

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

**EXHIBIT "A"**  
**Special Use Permit Application**

Return Form To:

Administrative Official  
City of Highland  
2610 Plaza Drive  
Highland, IL 62249  
(618) 654-7115  
(618) 654-1901 (fax)

For Office Use Only

Date Submitted: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Date Paid: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_  
Zoning File #: \_\_\_\_\_

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**APPLICANT INFORMATION:**

Applicant: Miles Maggio Phone: (618) 830-1817  
Address: 801 N Keebler Rd Zip: 62234  
Email Address: miles@kingdom-stays.com  
Owner: Marge Donnelly Phone: (618) 791-0474  
Address: 308 Laurel St Zip: 62249  
Email Address: margedonnelly@yahoo.com

**PROPERTY INFORMATION:**

Street Address of Parcel ID of Property: 01-2-24-05-11-204-030

Property is Located In (Legal Description): KINNE LOUIS E ADD LOT 13 50X142

Present Zoning Classification: R-1-D Single Family Residence 50 Ft. Lot Width (0432 - Two Unit - Residential) Acreeage: 7100 sqft (0.163 acres)

Present Use of Property: Rental property for small family downstairs and seperate unit for apartment upstairs.  
(0432 - Two Unit - Residential)

Proposed Land Use: Short-Term Rental, Whole-Home Accomodation Stays (no services or goods rendered)

Description of proposed use and reasons for seeking a special use permit:  
Kingdom Stays is representing Marge Donnelly, the property owner, and guests that want to stay at:  
1320 Zschokke St Highland, IL for the proposed use of a whole-home, short-term rental accomodation.  
The attached application outlines exactly how the short-term rental will be managed. It also provides a  
history and performance associated with utilizing this Kingdom Stays system of checks and balances  
nested inside neighborhoods. This application provides a strong-degree of confidence that this use will incur a  
net-positive impact on the use, enjoyment, and property values of adjoining properties.

**SURROUNDING LAND USE AND ZONING:**

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Single Family Residential</u>	<u>R-1-D Single Family Residence 50 Ft. Lot Width</u>
South	<u>Single Family Residential</u>	<u>R-1-D Single Family Residence 50 Ft. Lot Width</u>
East	<u>Single Family Residential</u>	<u>R-1-D Single Family Residence 50 Ft. Lot Width</u>
West	<u>Single Family Residential</u>	<u>R-1-D Single Family Residence 50 Ft. Lot Width</u>

Should this special use be valid only for a specific time period? Yes \_\_\_\_\_ No X

If Yes, what length of time? \_\_\_\_\_


<i>Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.</i>	Yes	No
A. Will the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;	<b>X</b>	
B. Is the proposed special use consistent with this City's Comprehensive Plan;	<b>X</b>	
C. Will the proposed special use have a minimal negative impact on the value of neighboring property and on this City's overall tax base;	<b>X</b>	
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	<b>X</b>	
E. Will the proposed special use have a minimal impact on the facilities near the proposed special use, such as schools or hospitals require special protection?	<b>X</b>	

**THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:**

1. One copy of a legal description AND warranty deed of the property. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
2. A current plat, site plan, survey, or other professional illustration.
3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
4. Application fee.
5. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc).

I HAVE READ AND UNDERSTAND THE ABOVE CITY OF HIGHLAND PETITION TO THE COMBINED PLANNING & ZONING BOARD REQUIREMENTS.

Miles A. Maggio  
Applicant's Signature



June 4th 2021  
Date



Kingdom  
Stays

**Representing: Marge Donnelly**

**Highland, IL Short-Term Rental Permit For:**

**Whole-Home, Short-Term Rental Accommodations**

**1320 Zschokke St  
Highland, IL 62249**

**[kingdom-stays.com/neighbors](http://kingdom-stays.com/neighbors)**

**Updated: July 19th, 2021**

**Introduction:**

Thank you for your time and consideration regarding this short-term rental permit. My intention is to represent the families and groups that want to stay at 1320 Zschokke St, and to represent Marge Donnelly, the property owner.

For this relatively newer use of residential properties, there are a lot of questions that arise so my intention is to be as transparent and as thorough as possible.

Since this is relatively newer to neighborhoods and communities, many of the screening, identity verification, surveillance, and house rules enforcement procedures err on the side of caution and safety for everyone. I can provide any additional documentation needed to support the following information provided.

I recognize that it is of extreme importance to ensure the safety, appeal, well-being, and comfortability of surrounding neighbors and properties. It would go against my strongest convictions if I thought there was the slightest chance anyone's property, land values, or safety was adversely impacted. In fact, my priority is to increase the value, appearance, and neighborhood dynamic more than your average neighbor would to see lasting, positive change.

While reviewing the following information, I ask that the Combined Planning and Zoning Board utilizes a reasonable standard to determine whether or not a Kingdom Stays short-term rental accommodation would not cause a substantial adverse impact on the use, enjoyment, or property values of adjoining properties and the short-term rental will not cause an adverse effect upon the public health, welfare, or safety of the community.

**Summary:**

Marge Donnelly has the right to open her property as a short-term rental if the short-term rental will not cause a substantial adverse impact on the use, enjoyment, or property values of adjoining properties and the short-term rental will not have an adverse effect upon the public health, welfare, or safety of the community.

This application outlines exactly how the short-term rental will be managed. It also provides a history and performance associated with utilizing this Kingdom Stays system of checks and balances for whole-home accommodations that are nested within neighborhoods. These will provide a strong degree of confidence that this short-term rental, whole-home accommodation incurs a net positive impact on the use, enjoyment, and property values of adjoining properties as well as the fact that the short-term rental has a net positive effect upon the public health, welfare, and safety of the community.



### **The Kingdom Stays method in neighborhoods:**

The safety and security systems in place have been developed through experience over the past two and a half years, with over 570 reservations, and over 1300 nightly stays. These systems are proven to be effective in their proactive measures to prevent any issues before they arise. They are designed to err far on the side of safety and caution for everyone.

- Installed within the home will be a noise-level monitoring, smoke detector monitoring, and a “crowd detect” monitoring system that proactively alerts a representative of Kingdom Stays the moment guests are breaking the most important house rules. The noise-level monitoring system alerts a representative of Kingdom Stays the moment the prolonged noise-level is above 72 dBs (decibels) [equivalent to one notch/level above conversational noise level] based on a noise decibel chart. Upon being alerted of a “noise event” or a “crowd event” a representative of Kingdom Stays or myself proceeds to monitor the cameras closely and can know very quickly if the house rules are intended to be broken or not so proper communication can be established with the guest at that time. If no communication is established with guests then the owner, Marge Donnelly (who lives 4-minutes away), or a representative of Kingdom Stays will promptly arrive at the home. This alert system goes directly to the representative's smartphone and is always turned on and on their person at all times, even when asleep, it is set such that it wakes him/her up. [See Appendix C for more info.]
- Installed within the home will be a smoke-detector and carbon monoxide detector that proactively notifies the on-call representative of Kingdom Stays there was an alarm that went off in the house. Kingdom Stays has always and will always continue to reach out to guests to ensure they are safe and that everything is fine. This has always been false alarms where someone burned something small on the stove and it triggered a fire alarm. [See Appendix C for more info.] Additionally, every Kingdom Stays home has a fire extinguisher installed centrally on each level of the home and in the kitchen near the stove oven.
- Installed within the home will be a “crowd-detect” monitoring system that proactively alerts a representative of Kingdom Stays the moment an obvious threshold number of mobile devices of any kind is detected within the home. There is also an outdoor HD visual/audio camera system facing each entrance that will ensure the house rules and number of guest limitations are being enforced. [See Appendix D for more info.]
- As an added level of caution, audio and visual cameras will be installed viewing each entrance, drive-way, backyard, and front-yard so as to monitor the property at all times. A representative is alerted with movement and can monitor the premises live. A representative of Kingdom Stays monitors the cameras closely and can know right away if the house rules are intended to be broken or not so communication can be established with the guest at that time. This goes directly to a representative’s smartphone, which is always turned on. [See Appendix D for more info.]

- Kingdom Stays guests are responsible families and groups that prefer a more valuable (expensive) stay. This naturally lends itself to a higher-profile, higher-quality guests. A conservative projection of the nightly price is \$148 per average nightly price once reviews and repeat clientele matures on the whole-home listing (when all costs are considered).
- Guests must first submit a government-issued ID and be verified on the booking platform before staying with Kingdom Stays. Kingdom Stays utilizes a platform that contains the largest data sets of comprehensive travel history to determine if guests are suitable for a short-term stay. There are additional requirements that the platforms require of guests as well, such as age and limitations on the number of guests. In addition to this, each guest must sign they have read and have understood the full house rules.
- Each guest undergoes a comprehensive criminal background check through [Checkr](#), a reputable and comprehensive background check company.

*“Checkr’s AI-powered platform boosts the speed and accuracy of every criminal background search. Backed by our expert research team, our comprehensive offering probes thousands of databases and registries for an exhaustive report including aliases and global watchlist returns. [Checkr](#) provides holistic and in-depth criminal background checks so you can proceed with safety and security in mind.”*

Ref. <https://checkr.com/platform/screenings/criminal-records-check>

- In addition, Kingdom Stays has an internal guest screening process. Guests are asked a series of questions and based on these questions, and years of real-world experience interpreting these responses, guests are accepted or declined. If there are unclear responses or additional questions needed, Kingdom Stays reaches out for clarification or to get the additional information from the guest prior to acceptance or denial of a reservation request application.

- In addition, Kingdom Stays has an internal identity verification process before receiving check-in information. Guests are sent expectations ahead of time, and are required to submit a form with their full information before check-in. If the information does not match that on the reservation then we will ask for that information. This information includes:
  - Reason for staying and submitting application
  - Identifying individuals who are coming along
  - Confirmation of number of guests that are going to be at the property
  - Confirmation of reading, understanding, and abiding by the full house rules
  - First and Last names
  - Gender
  - Birthdate
  - Phone Number
  - Email Address
  - Picture of their government-issued photo ID
  - Permanent Address
  - Year, make, model, and color of the vehicle being used
  - License plate number

If a guest's identity is not fully verified then they are not given the address or access to the home and are asked to complete this process in full or cancel their reservation. This is very important to Kingdom Stays because we want to know who is staying in our homes in every reservation.

- Neighbor relations: Kingdom Stays always reaches out and will continue to reach out to surrounding neighbors to answer any questions, fix any issues, and resolve any disputes that may arise in the coming years. Kingdom Stays has already mailed packets out with more information, direct contact information, website, neighbor registration form, and more information about Kingdom Stays within a 300ft radius of the property. We understand that the neighbor's safety, security, and comfort-level are important in this relationship with the property owner, the value of the home, and the relationship with the neighborhood. Kingdom Stays now has a web page for neighbors to get information about and further engage in the process at [www.kingdom-stays.com/neighbors](http://www.kingdom-stays.com/neighbors).
- Marge Donnelly, the property and short-term rental business owner, lives a 4-minutes drive away and commits to responding promptly to very rare situations that require immediate in-person attention, quelling any concern that the property is not attended to in a rare situation that requires rapid in-person attention.
- Airbnb, Booking.com, VRBO, HomeAway, Direct Booking Website, technology, social media: None of these platforms are good nor bad but are driven by people who make decisions on these platforms that result in good or bad outcomes. Airbnb, for example, has over 6.1 million listings worldwide and is still growing. Watching a Youtube video of

someone describing the risks related to Airbnbs would be as useful in determining risk of driving motorized vehicles by listening to testimonies of car crashes. Worst-case scenarios do exist within the law of large numbers but relevant risk is associated with specifically how someone drives the vehicle or utilizes the platform. Therefore, we cannot speculate on what a short-term rental could do but we need to specifically examine what they already are doing in the community with the specific systems that are being utilized.

- Kingdom Stays specifically pursues locations that would not cause injury to the use and enjoyment of the neighboring properties. Although the maximum number of guests will be restricted to 12, projections show that an upper-limit average of 4.8 guests will be staying at any given time.
- Kingdom Stays specifically pursues properties where a Kingdom Stays short-term rental, accommodations do not unduly impede parking, surrounding traffic flows, or create hazardous or unsafe conditions. Despite the fact that we will be placing a maximum limitation of vehicles parked in the immediate vicinity as 4 vehicles, there are already 3 off-street parking spaces behind the home. Additionally, projections show that these families and groups travel together and an upper-limit average of 1.8 vehicles will be parked in the immediate vicinity at any given time. Requiring guests to prioritize parking in off-street, on premise will ensure zero issues with parking. [Please reference Appendix A. for a diagram of all off-street parking available to guests.]
- Lastly, we want to make a clear distinction between:
  - A. the rate of regular new faces and vehicles and vehicles each year and
  - B. the rate of new faces and vehicles that come and go from Kingdom Stays homes each day/hour.

Kingdom Stays homes experience new faces and vehicles on a regular basis, nightly/weekly. This is very different from what is called “intensity of use;” meaning, the number of individuals leaving the property and going to the property each day/hour are very closely characterized by a low-density residential home. Historically, these families and groups travel together and go do things together and leave/arrive no more than 3 or 4 times in a given day, which is very comparable to a single family residential home. Average utility use is a little lower than that of a single-family home due to the fact that families and groups choose to spend their time at nearby attractions while in town.

- Guests do not use the property intensely since the enforced house rules additionally ensure there is no disruptive noise level across the neighbor’s boundary line. Wear and tear on a home is typical for that of a large single family although every aspect of the home is professionally managed so regular maintenance, upkeep, and cleaning is regular and ongoing anyway.

### **Kingdom Stays track record with neighborhoods and neighbors:**

Several neighbors of Kingdom Stays homes have spoken about their experience living right next to or near a Kingdom Stays home. They have spoken without incentive, independently, and unprompted. See more detailed references at ([www.kingdom-stays.com/neighbors](http://www.kingdom-stays.com/neighbors)):

- Neighbor (adjacent) of Kingdom Stays Fairview Heights home:
  - "I can personally say I have had 0 issues with you or any of your guests/tenants at any point since purchasing the property right behind mine. No noise issues, no upkeep issues, no party's or anything to complain about and as far as I know the neighbors around me have had no issues as well."
- Neighbor of Kingdom Stays home:
  - "If you continue to have the same type of guests come to this home then there will be no issues at all."
- Neighbor (adjacent) of Kingdom Stays Fairview Heights home:
  - "We have had no issues at all with the short-term rental. Upon looking up the listing, we were happy to see that it had great reviews and looks great on the inside."
- Neighbor (adjacent) of Kingdom Stays home:
  - "It has been really quiet since it has started up. We have had no issues at all as it relates to this property."
- Neighbor of Kingdom Stays home:
  - "I can see the home from my front balcony and we have never had any issues there."
- Neighbor of Kingdom Stays home:
  - "I've never seen anything wrong with it."
- Neighbor of Kingdom Stays Fairview Heights home:
  - "We are pleased with how well Miles takes care of his property! The grass is always trimmed, the yard is very clean and the exterior of the home looks great! Miles is a great neighbor to have! We have had zero issues/complaints. His guests have been very respectful to the neighborhood too!"
- Upon dropping off packages to neighbors in the immediately adjacent Kingdom Stays homes with more information about Kingdom Stays homes and direct contact information, Kingdom Stays has not had anyone reach out about the short-term rental, let alone voice any complaints or even concerns. If there were issues as they relate to guests coming into the neighborhood we would have heard about it already. Kingdom Stays homes do not even see a roll of toilet paper missing, let alone suspicious activity. The most exciting security camera footage thus far was of a curious squirrel inspecting the camera.
- There were two circumstances over the last 570 reservations at the previous Kingdom Stays homes managed where it was necessary to reach out to the guests and stop an attempt at a party. As a result of these systems, the party ceased immediately, there were no complaints by neighbors, and law enforcement was not even contacted. This is less than 1/5th of 1% where an attempt at throwing a party occurred and there were zero neighbor complaints or police reports as a result.

**Kingdom Stays homes are more secure, lends to less risk, and lends to less traffic than community and neighborhood standards:**

- Kingdom Stays homes are more secure than the public building you are in right now. Current public buildings in Highland do not have the same screening and identity verification process required to enter Highland public buildings and facilities.
- Kingdom Stays homes are more secure than any of the surrounding parks. No one is screened, no one is required to submit their government-issued photo ID, verified to be accurate, and then monitored with comprehensive surveillance technology.
- Kingdom Stays short-term rental accommodation homes are as-safe, if not, safer than the surrounding single family homes, let alone the equivalent businesses and apartment complexes that are nested in neighborhoods. Most of the businesses, apartment complexes, and single family homes do not have a screening and identity verification process nor the 24/7 noise-level monitoring/ entranceway audio-visual monitoring.
- Although an enforced maximum of 4 vehicles and 12 adults can be allowed on the premises at any given time, it is projected (with these limitations), that an upper limit of 4.8 average guests and 1.8 average vehicles will be parked in the immediate vicinity at any given time. Private, off-street parking is available for 3 vehicles at any given time. This ensures that every aspect of the building, traffic, and infrastructure use is entirely characterized by low-density residential use and appearance.
- Kingdom Stays homes are much less risk-oriented and bring in less daily/hourly traffic than the business strip mall at 3rd and Walnut and Double J Doggie Play N Stay businesses. These two businesses are surrounded on three and two sides, respectively, by single family residential homes (some with children playing in the alley nearby). Although Kingdom Stays homes are surrounded on all sides by single family homes, Kingdom Stays homes never produce anywhere close to the level of foot traffic, road traffic, parking, noise, and congregating that either of these businesses produce. These businesses additionally do not screen visitors, verify identities, or have noise-level monitoring systems and surveillance on the properties. There are many examples in Highland where living next to a commercial business like the ones mentioned previously does not cause a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. Due to the systems in place and nature of the operation, Kingdom Stays homes are much more safe and secure and therefore causes less adverse impact than businesses nested entirely inside Highland neighborhoods. This is more so since all aspects of Kingdom Stays homes are characterized by low-density residential single-family-sized homes.

- Kingdom Stays homes do not bring any more risk associated with the transient nature of traffic than is common in low-density residential neighborhoods. For example, just south of the business strip mall at 3rd and Walnut there is a single family home in a neighborhood that has children that play there. There are other homes with children that live and play there in that alley by the business strip mall and have had no issues at all with the much-higher-volume and transient vehicle and foot traffic associated with these busy businesses.
- Kingdom Stays homes are more secure and lend to less risk than existing home-owner-occupied bed and breakfasts since these homeowners do not get real-time updates of the home when they are away traveling, working, or running errands. These home-owner-occupied bed and breakfasts do not have screening, identity verification, surveillance, and house rules enforcement processes. This includes, but is not limited to, the bed and breakfast at the intersection of Cyprus and 6th St, the bed and breakfast located at the intersection of Walnut and 9th St., and the bed and breakfast that, I am informed, is near the 1320 Zschokke St home. Additionally, none of the bed and breakfasts causes any adverse impact (let alone substantial adverse impact) on the adjoining properties nearby. It is more than reasonable to say, therefore, this short-term rental, whole-home accommodation would not cause an adverse impact (let alone substantial adverse impact) on the surrounding neighborhood and community it will be nested in.

- Individuals or groups with “ill-intent,” (of any kind), would never want to pay money, disclose their full payment information, disclose a picture of their photo ID, make/model/color of vehicle, license plate number, birthdate, phone number, email address, permanent residence, temporary address, and have all that information confirmed before getting the address to the home or even getting access to a house they know is actively audio and visually monitored on each entranceway, noise-level monitored, smoke detector/ carbon monoxide detector monitored, monitored with “crowd detect”, and monitored for glass breaking.
  - Imagine a mere stranger walking up to you to greet you and you said, “hold on!” you need to show me your government-issued photo ID. Then the bystander said, “sure thing,” happy to let you take a photo copy of it and proceeded to greet you in which you said, “hold on!” I need to know your intention for coming to me.” In which, he or she explains the situation to your satisfaction. Imagine you repeat this for their license plate number, make/model, and color of your car, make them confirm favorable friend rules, their permanent address, their temporary address, confirm their phone number, confirm their email address, and even billing information and then you go and double check all this information just to find out it was all correct. You then inform them they will be audio and visually monitored during your friendship. Surprisingly, the new acquaintance still wants to be your friend but even more surprisingly you still stand there in suspicion of them wanting to bar them from friendship. Moreover, imagine this process occurs as your sibling does the same screening process many, many times over that turn into great friendships and amazing experiences over years, yet you yourself still stop anyone from becoming your friend after this level of screening process. This is a good picture of what we are describing when we say we screen the guests yet we will still stand in suspicion of them; when, if they even attempted anything at all, there is a confirmed stack of information to hold them fully accountable for their actions. This is a massive amount of disincentive for individuals or groups with “ill intent” (of any kind) to not book in the first place and simply go elsewhere.
  - Neighbors of Kingdom Stay homes are even less vulnerable and even less accessible and therefore take on less risks than the friend described in the analogy.
- Lastly, the proof is “in the pudding” so to speak when over the past two and a half years, over 570+ reservations and over 1300+ nights later the worst we have seen was 2 attempts to start a party resulting in zero neighbor complaints and a total of zero law enforcement involvement. For comparison’s sake, that is better than most standards used in residences in the area.



**Kingdom Stays' homes are designed to be a blessing to the neighborhood and community:**

- Upon approval of the short-term rental permit, Marge Donnelly, the property owner, has plans to greatly improve the home, curb appeal, lawn, and landscaping with the additional revenue generated as a result of the short-term rental accommodations. She is eager to further boost the property value, thus contributing to the overall value of the neighbourhood and home. The priorities and values of the short-term rental business and property owner of this home align directly with those in the surrounding neighborhood as increasing the appearance and value of the property commands higher rates in the area. (Property owners are incentivised to increase the value, curb appeal, and appearance of the home.)
- Medium and large-sized families increasingly prefer to stay in home accommodations as opposed to a standard hotel and motel accommodation. This is particularly true when it comes to this time in history during a pandemic and with increased levels of urban violence as renting a suburban short-term rental accommodation is not practical in a large city like St. Louis.
- This gives more accessibility, convenience, and options to families that want to come to visit family and partake in family events such as weddings, funerals, family get-togethers, and much more who wouldn't otherwise come if there was not a short-term rental accommodation in town.
- This allows families to come and spend money in Highland as well as gives the opportunity to tell others about Highland and will ultimately generate more economic opportunity for the city. While the guests tend to go to the City Museum, St. Louis Zoo, Archgrounds (as they open back up), they are now choosing to stay in Highland, thus generating local revenue and boosting the spending at local businesses, restaurants and coffee shops.
- This will give more accommodation options to families and small groups that want to travel to the newer developments in Highland and spend money.
- Having guests and local visitors stay in the area will result in more money spent locally in Highland, rather than nearby towns, larger businesses and hotel chains.
- Kingdom Stays homes generate more taxes for the cities they reside in.
- Kingdom Stays homes generate more work-based opportunities in the area where cleaners can bring their children to work and be competitively compensated. It is in the best interest of Kingdom Stays to hire cleaners who live locally, providing a means of employment to a member(s) of the community.

### **Precedent for short-term rental accommodations in Highland, IL:**

- If this level of screening and verification does not safeguard against “substantial adverse impact to the use and enjoyment of adjoining properties”, then what will?
- If this level of precautions taken does not safeguard against injury to the use and enjoyment of neighboring properties, then what level of precautions will?
- Every aspect of life has some level of risk. This is not a zero-level of risk alternative (nothing is), this is an equivalent risk-level, if not, lower risk-level than a single-family home. This has been proven, over 2.5 years and over 570+ reservations and that neighborhoods are secure, that everyone involved is safe. If not allowing a short-term rental system with this track record is not long enough of a track record, then what would be a long enough track record?
- If not this short-term rental permit being allowed by the city of Highland, then what short-term rental permit would be allowed by the city of Highland?
- If Marge Donnelly does not have the right to open her home for short term rental use based on this level of ensuring there is no injury to the use and enjoyment of neighboring properties, then what standard of ensuring this do Highland citizens need to meet to have the freedom to utilize their property the way they choose?
- If that stranger, now acquaintance, wants to be your friend so much that they go through the full Kingdom Stays screening process and agrees to being comprehensively surveilled, would you let them be your friend? If you still do not trust the acquaintance, what conditions would you require to trust him/her? Neighbors of Kingdom Stays homes do not even need to be exposed as much as friends even do.
- Short-term rental properties are the future of travel and not allowing a safe short term rental in your city can result in being less competitive and less accessible in the home sharing travel market going forward. Airbnb alone has 6.1 million listings worldwide and growing and it is anticipated that in the next 5-10 years most cities in the US will have at least five to ten short-term rental whole-home accommodations (many have hundreds already). This decision will set a precedent for future short-term rental accommodations in Highland (allowing quality ones or not).
- If the condition is met that “a Kingdom Stays short-term rental home accommodation at this location does not adversely impact the use and enjoyment of neighboring properties”, then not allowing a Kingdom Stays short-term rental accommodation in this location can jeopardize the precedent of future property rights in Highland.
- For this short-term rental permit, the Building and Zoning Board should not make a decision based on whether or not they think the plans presented will be executed but if the plans will meet the criteria listed in the introduction. If the plans are not executed to the fullest extent outlined in this application, then it is fully enforceable by code and if issues ever were to arise at this location and surrounding properties, then it is safe to say that a short-term rental permit can be revoked at any time.

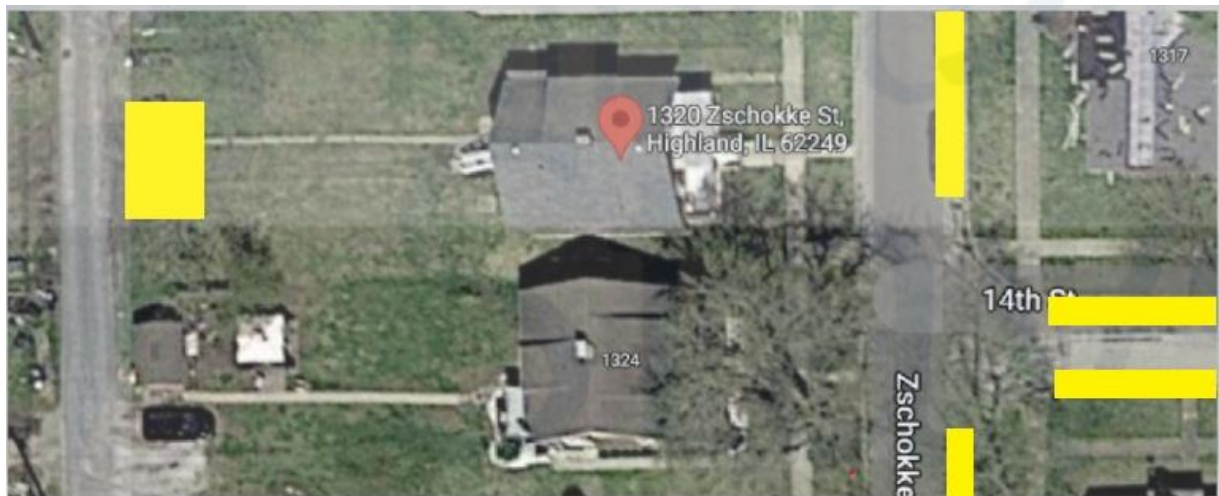
**Appendix A: Off-Street parking for guests further lowering parking congestion risks in addition to all other measures put in place to ensure this.**

Kingdom Stays guests agree to the house rules and enforcement of house rules stating there are no more than 4 vehicles allowed to park in the immediate vicinity (anywhere near the home). This is in addition to the fact that there is comfortably room for 3 cars in the driveway, parking will certainly not be an issue in the neighborhood. Yellow on the left is off-street parking. Yellow on the right is on-street parking. Subsequent documentation shows clearly there are always several on-street parking spaces available to guests. Guests are always communicated to, in advance, exactly where to park so as to prioritize off-street parking (enforceable by camera system).

Additionally, communication is going to be added for this home in particular one hour before check-in saying the following:

**“This is an important precautionary message to all Kingdom Stays Guests: \*\*\*As you approach the house, drive slowly so as to be courteous to children and families walking in the area\*\*\*. It is important to understand you are coming to a nice, quiet neighborhood so it is very important to be respectful, polite, and follow all house rules. You will receive your check-in instructions in one hour.”**

This will also be a house rule and formally enforced with the exterior camera system.



## Appendix B: Reviews from previous guests at Kingdom Stays homes

Kingdom Stays has a very long track record of excellent reviews and compliments from guests. Below is a screenshot of some of the latest reviews we have received from guests. Kingdom Stays offers valuable stays and in return attracts valued guests that are great for neighborhoods and communities and follow all house rules and limitations.

Guests review the quality of their stays across 7 categories, and we track your performance by percentage of 5-star ratings.

Last 7 days    Last 30 days    Last 365 days



**100%**

5-star ratings since last month  
4.88 OVERALL RATING

### Rating overview

Compare 5-star ratings by category or region, and we'll show you if ratings have changed since the previous month.

CATEGORY

REGION

5 listings    Apr 1 → May 1    Rooms and beds    Regions    Amenities

254 reviews

Apr 17 - 19, 2021    Spacious and Comfortable Family Home

Overall quality ★ 5

Miles' house is exactly as you would expect from the listing. Clean, well kept, family friendly, fully stocked with the essentials, and very close to stores/shopping. [View details](#)

Kimberly    Apr 16 - 18, 2021    Comfortable Family Home

Overall quality ★ 5

It's a great house to stay in and the host was very accommodating. He was quick to answer any questions we had. [View details](#)

Paula    Apr 15 - 16, 2021    Spacious and Comfortable Family Home

Overall quality ★ 5

Nice place, nothing fancy, but good price and lots of beds! [View details](#)

Apr 10 - 15, 2021    Spacious and Comfortable Family Home

Overall quality ★ 5

Miles was very tentative to our needs and very quick to respond to any issues. The home is beautiful and close to any wants or needs you may have. [View details](#)

Apr 11 - 13, 2021    Comfortable Family Home

Overall quality ★ 5

The home was well kept, the location was nice and the hospitality was very welcoming. [View details](#)

Apr 17 - Apr 19, 2021    Spacious and Comfortable Family Home

Overall rating ★★★★★

Public review    Reply

Miles' house is exactly as you would expect from the listing. Clean, well kept, family friendly, fully stocked with the essentials, and very close to... [read more](#)

Private note

Miles was attentive and genuinely cared about our happiness during our stay. The house was exactly what we expected and met our expectations. [read more](#)

Feedback

Accuracy ★★★★★

Check-in ★★★★★

Cleanliness ★★★★★

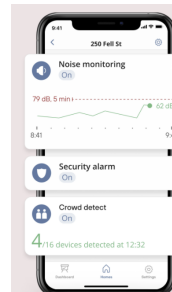
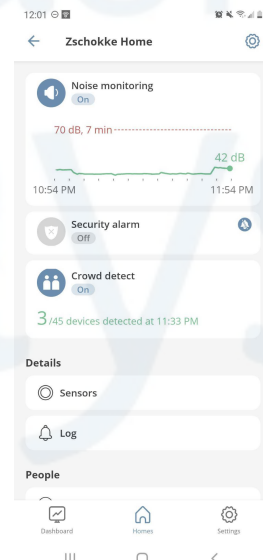
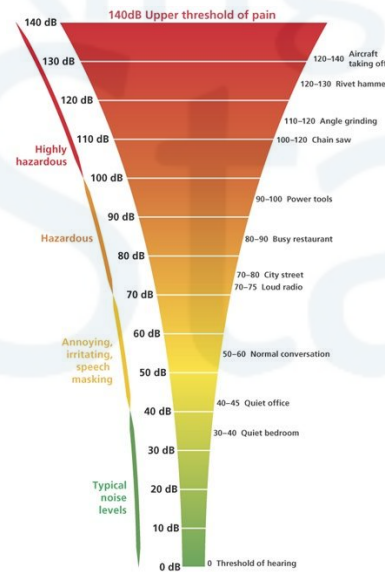
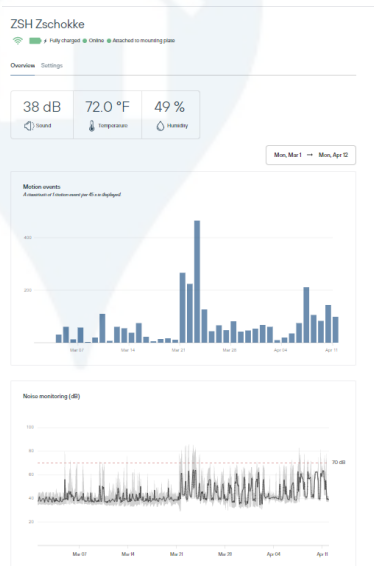
Communication ★★★★★

Location ★★★★★

Value ★★★★★

## Appendix C: Alert System (will be installed within the home)

The innovative alert system will be installed permanently on the central ceiling of the home of each level and will monitor noise-level (non-invasive), motion, smoke detector alarm sound, carbon monoxide detector alarm sound, “crowd detect” (detects number of people/devices within home), temperature, and moisture and then proactively alerts assigned team members via mobile device notification and text message as soon as readings are outside of predetermined ranges. This is a proactive measure to ensure that the house rules can be promptly enforced. Below shows screen-shots of the indicators given both on desktop computer and mobile devices. The screenshot on the right shows that the home has seldom risen above 60 decibels dB “conversational noise level.”



### Peace of mind knowing your homes are protected

#### Noise monitoring

Minut monitors the noise levels in your homes, without recording any sound. Whenever the noise levels go above the pre-set threshold for a customised duration of time you will receive an instant notification.

#### Occupancy monitoring

Make sure your property isn't overoccupied with Crowd detect. The feature counts the number of mobile devices in your home and will alert you when it exceeds the threshold, indicating that a large gathering might be assembling.

#### Alarm sound recognition

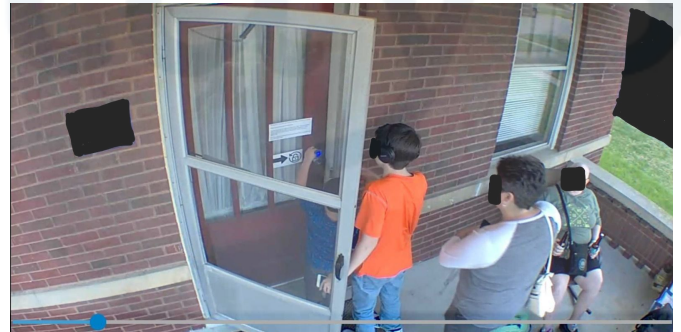
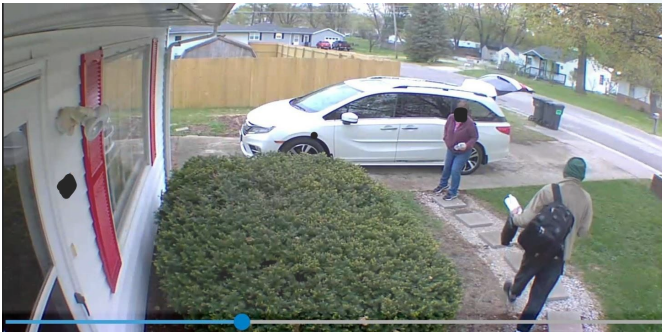
Minut makes your other alarms smart by recognizing their sounds. If your smoke or CO detector sounds, Minut will recognize this and send you an instant notification.

#### Home security alarm

There's a built in security alarm that will trigger if motion is detected when the alarm is turned on. A 95dB siren will sound and the sensor will flash to scare off any intruder.

**Appendix D: Camera System (will be installed in the exterior of the home, viewing each entrance of the home and more)**

Each entranceway will be equipped with a camera system to record motion, HD video (wide angle), and HD audio. The system is able to view in the dark and can be turned on to proactively send mobile notification and text messages when movement is detected. This is a tool to err on the side of caution and understand what is happening on the property so as to promptly and adequately respond to rare situations that may arise. All video and audio is recorded and tagged as motion events so as to easily access the files in the future.



## **Appendix G: Kingdom Stay's house rules (confirmed before applying)**

### **Kingdom Stays house rules are enforced 24 hours a day, 7 days a week.**

Each guest has to confirm to have read, understand, and abide by the full house rules before applying to a Kingdom Stays property. Here are the house rules:

*The house rules will be formally enforced and are very important to ensure a great experience for each and every guest staying with us, so please read them carefully:*

- ❶ *The platform chat is the primary method of communication.*
- ❷ *It is mandatory to drive slowly whilst driving through our neighborhood. This will be formally enforced via the exterior camera system.*
- ❸ *The primary user must have a valid and updated phone number on the platform.*
- ❹ *Disclosure: A full background check will be required before confirmation of reservation.*
- ❺ *No more than 12 individuals are allowed on or in the property at any given time unless otherwise communicated. Accurately reporting the number of guests staying the night will be accounted for with outdoor entranceway cameras. It is required that you promptly communicate changes in the number of guests staying the night.*
- ❻ *No excessive noise allowed: this is defined as disruptive noise that can be heard at the neighbor's property line. The noise level will be monitored by a noise-level alert system.*
- ❼ *If there is any issue related to your stay, you are required to communicate this promptly to Kingdom Stays and allow a representative of Kingdom Stays to come and fix the issue at any time during the stay.*
- ❽ *No more than 4 cars are allowed to be parked in the immediate vicinity, street, and neighborhood. This is to maintain the character and traffic flow of the neighborhood and will be formally enforced.*
- ❾ *There is a \$50 late check-out fee unless otherwise communicated.*
- ❿ *Smoking is only allowed in the backyard. Marijuana is not allowed on the premises under any circumstances due to the close proximity of neighbors. Immediate cancellation of the reservation and a \$250 smoking fee assessed for each day of the reservation if smoking of any kind is detected inside or in front of the property whatsoever. This means smoking is NOT allowed in front of the house, front porch, or front yard, This will be monitored by special smoke-monitoring technology installed within the space and outside entranceway cameras.*

*Kingdom Stays requires an identity verification process upon check-in. This will come in the form of a quick, easy-to-use, online check-in form that can be done straight from your smartphone.*

*Upon guest registration, you must certify that this is not the permanent residence of anyone staying.*

*Feel free to reach out to me with any situation you are not sure of or have any questions about. I am very understanding when it comes to most situations, but do ask.*

*Not following any combination of these rules can result in being responsible for any costs associated with the disruption of the following reservations. Violations can result in instant cancellation of the reservation without a refund.*

**Conclusion:**

The points mentioned previously give a strong degree of confidence that a Kingdom Stay's short-term rental, whole-home accommodation will not cause a substantial adverse impact on the use, enjoyment, or property values of adjoining properties and the short-term rental will not have an adverse effect upon the public health, welfare, or safety of the community. In fact, history shows that it will not cause any adverse impact at all. The information detailed in this application provides a strong degree of confidence that this short-term rental, whole-home accommodation incurs a net positive impact on the surrounding neighborhood and community.

I am asking the Building and Zoning Board to judge based on past track record. I am asking the board to make their final decision based on verifiable evidence, relevant history, and specific evidence as it relates to this property and the Kingdom Stays method in managing short-term rental accommodations. I ask the board to use a reasonable standard to determine if this short-term rental will meet the above criteria. Not following a reasonable standards to assess this specific method utilized to operate a short-term rental, whole-home accommodation places at risk the precedent of undermining the basic right and freedom of the property owner to utilize the property as he or she chooses fit (upon demonstrating beyond a reasonable doubt that other's freedoms, enjoyment, and the property values of adjoining properties are preserved as well). Even Councilwoman Sloan stated, "I have used VRBO and Airbnb. I do think this is something definitely needed. I do not see the issue with parking. There is one of these on Sixth Street and they have no off-street parking. The screening process for this seems more than adequate," in the April 19th City Council Meeting [ref. minutes].

At the end of the day, we are all Americans who are judged based on our hard work and track record and not based on where we come from. We are judged based on a reasonable and equally agreed upon standard that does not change based on feelings, emotions, speculation, or rumors. If the board decides that this is adequate to ensure the wellbeing of the community, then the families that stay at Kingdom Stays will feel welcomed to the City of Highland and families will enjoy their stay in Highland in a respectful and responsible manner.

City of Highland, would you allow a stranger/acquaintance going through this rigid screening process to become your friend?

City of Highland, will you allow Kingdom Stays guests to feel welcomed and in return recommend others in the future to come and do the same, enjoy the city's amenities while increasing revenue to the city, and partake in this home-town, community experience?

City of Highland, will you allow Kingdom Stays families into your community?



**Short-Term Rental Permit for  
1320 Zschokke St Highland, IL 62249**

**Written by: Miles Maggio**

**In full representation of: Marge Donnelly**

**Update: July 19th, 2021**

This serves as a supplementary document to the official short-term rental permit application submission on Monday, July 19th found in the August 4th Building and Zoning Board Meeting Packet. Please click [here](#) and read this file in full.

**Kingdom Stays Supplementary Documentation to the July 19, 2021 Submittal**

Marge, Miles, and the group's intention for creating this document for the building and zoning board is **to ensure the board has the information needed to make a proper decision on this short-term rental permit.**

The following is not to say that there can't be additional restrictions or accommodations made for this short-term rental but only to clear the air and let the truth, evidence, and documentation keep everyone involved honest. In fact, Marge and Miles is requesting approval with a one-year sunset clause and application-outlined system requirement such that it ensures a reevaluation of the project in one year and that nothing in the proposed use is deviated from in the slightest.

All neighbors within 300 feet of the home received a neighbors packet with an easy way to reach out to Marge and Miles for any questions, thoughts, or concerns much ahead of the meeting on July 7th. The property owner and Miles only ask that a decision be made that reconciles all discrepancies and gets to the God-honest truth of if this short-term rental will **“not cause substantial adverse impact on the use, enjoyment, and property values of adjoining neighbors”**. Anything less rewards those who seek to mislead the board and distract from the important things that should help the board determine the decision. For this, Marge and Miles believe truth will prevail.

Marge, Miles, and the group believe that the decision, either way, should be determined in reality and not on exaggerations or misconceptions.

**Does this short term rental not cause a substantial adverse impact on the use, enjoyment, and property values of adjoining neighbors?**

**We, ultimately, believe truth will prevail.**

**The property management model was established much before the July 7th meeting and even before the June 10th submittal of the short-term rental permit application. (Documentation)**

There have been many questions about whether or not Marge and Miles' project meets the newly enacted text of the short-term rental short-term rental permit. Although Marge and Miles spent much time on this in the last meeting, it can be demonstrated undoubtedly that Marge and Miles' project does in fact meet the new text of the new short-term rental short-term rental permit requirement.

A. Below is a screenshot of an email sent to Breann on Wednesday, May 12th at 5:38pm stating, "1. We have decided that if this special use rental permit goes through that the business model will be structured much differently. **Marge Donnelly is contracting Kingdom Stays to manage the property and business as Marge Donnelly will be both the property owner and business owner.** She will inherit all expenses, including those related to managing the home."

Miles Maggio <miles@kingdom-stays.com>  
to BSperaneo ▾

May 12, 2021, 5:38 PM ☆ ↩ ⋮

Hey, Breann!

This is Miles again about the Special Use Permit at 1320 Zschokke St. This is my new email address. I wanted to reach out because I have recently spoken with Marge Donnelly, the property owner. I wanted to double check with her but she is perfectly fine with me representing her in the conversations. I have explained everything in full, including what you explained to me last time we spoke over the phone.

I know things change in such short amounts of time so I wanted to additionally touch base with you on this.

Marge Donnelly decidedly wants to pursue a short-term rental whole-home accommodation at this location and she wants to make sure she is doing this responsibly, taking into consideration everyone's comfortability level (we would like your feedback on this).

Although there was a large misunderstanding in the last building and zoning board meeting, she strongly believes that it fully meets all criteria of the special use permit (we would like feedback on this). She would still like additional feedback on how we can responsibly consider all parties involved and their comfortability level. Based on feedback from last time, we are wanting to approach this special use permit much differently this time around.

1. We have decided that if this special use permit goes through that the business model will be structured much differently. Marge Donnelly is contracting Kingdom Stays to manage the property and business as Marge Donnelly will be both the property owner and business owner. She will inherit all expenses, including those related to managing the home.

B. Below is a snapshot of the google document for the property management agreement that shows the first edit and copy was made on May 19th, 2021 at 2:25pm and additionally that the last edit (and current version during the screenshot taken today July 11th, 2021 at 4:05pm) was made on **June 4th at 1:38am**, which was over a month before the July 7th Building and Zoning Board meeting. This is clear evidence that demonstrates that the property management structure was established way before the July 7th Building and Zoning Board meeting.

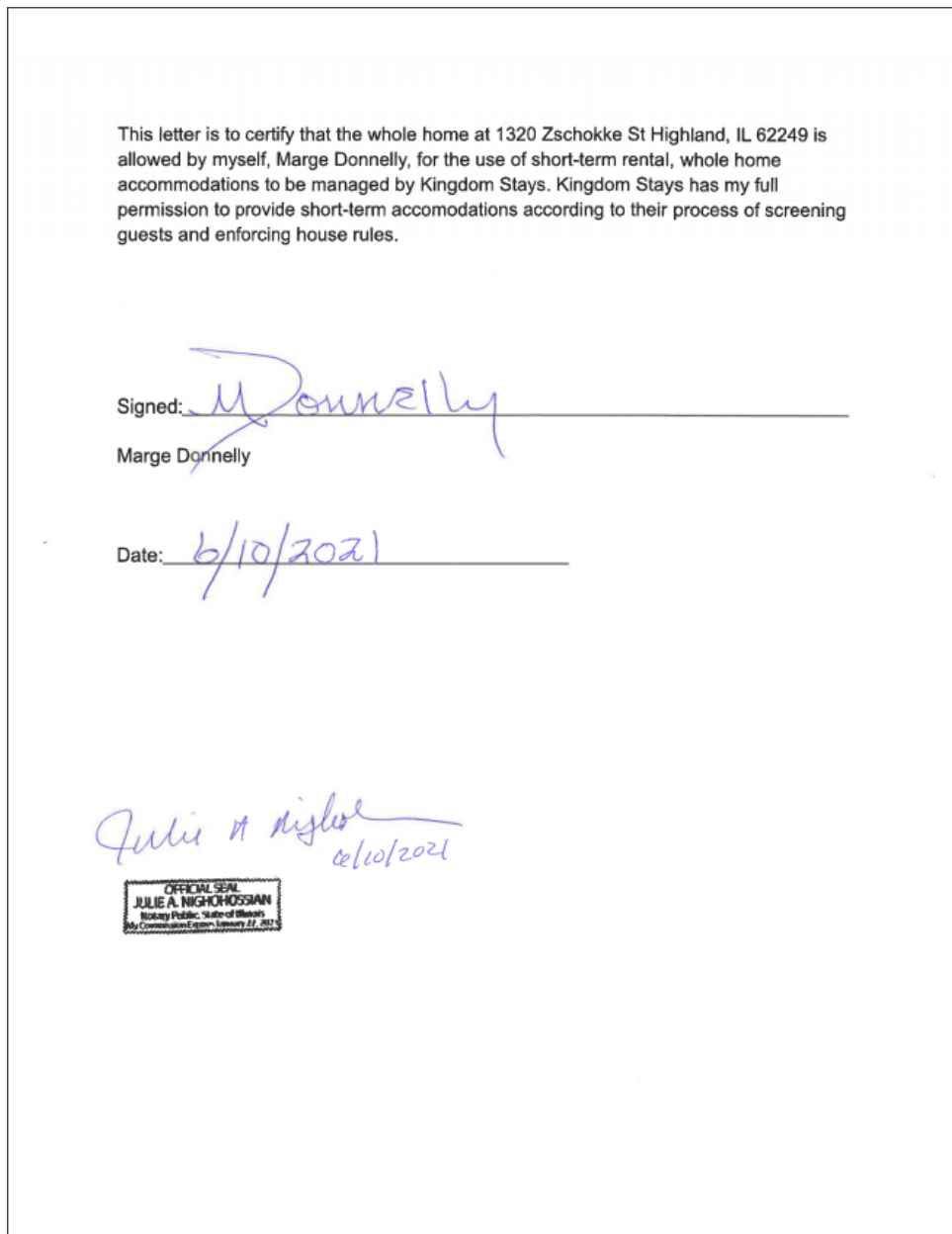
This screenshot shows the version history of a Google Document. The document title is "June 4, 1:38 AM". The main content area displays the "Kingdom Stays" logo, which consists of a house icon inside a location pin, followed by the text "Kingdom Stays". Below the logo, the text reads: "Property Management Agreement for Short-Term Rental, Whole-Home Accommodations at 1320 Zschokke St Highland, IL 62249 kingdom-stays.com/management". The version history panel on the right shows three versions: "June 4, 1:38 AM" (Current version, All anonymous users), "May 29, 4:27 PM" (Miles Maggio), and "May 29, 2:25 PM" (Miles Maggio). The "Show changes" checkbox is checked.

This screenshot shows the same version history panel as above, but with the "June 4, 1:38 AM" version highlighted in blue. The main content area is partially obscured by the version history panel, showing only the "Kingdom Stays" logo and the beginning of the text "Property Management Agreement".

C. The Building and Zoning Board meeting packet includes multiple instances where it states that Marge Donnelly is utilizing Kingdom Stays for **Property Management**. Click [here](#) to view the original packet and please reference page 23 of the PDF that has a notarized document signed June 10th stating,

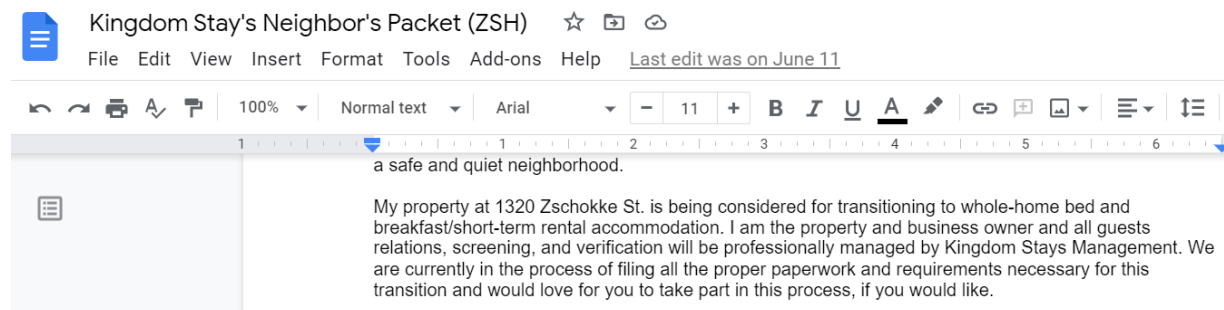
“This letter is to certify that the whole home at 1320 Zschokke St Highland, IL 62249 is allowed by myself, Marge Donnelly, for the use of short-term rental, whole home accommodations to be **managed by Kingdom Stays**. Kingdom Stays has my full permission to provide short-term accommodations according to their process of screening guests and enforcing house rules.”

Below is a snapshot of that same document.



D. Elsewhere in the short-term rental permit application submitted on June 10th, 2021 states in multiple places where Kingdom Stays manages Marge Donnelly's property [here](#). This can also be found on the packet on Highland's website (starting on page 21) [here](#). The word "**Managed**" can be found on the meeting packet on PDF pages 21, 23 (stated earlier), 25, 29, and 30.

E. Below is a snapshot on July 11th at 4:18pm of the neighbor packet that was edited (snapshot displays last edited June 11th) and subsequently printed off and sent by mail to all neighbors within a 300 ft radius of the home weeks before the July 7th Building and Zoning Board meeting. This demonstrates again that the property management structure was established much before the July 7th, 2021 building and zoning board meeting. In the letter sent to neighbors, Marge Donnelly states, "**I am the property and business owner and all guests relations, screening, and verification will be professionally managed by Kingdom Stays Management.**" The full neighbor packet final draft that neighbors received can be found [here](#).



F. On Kingdom Stay's website, it displays only property management services. **Property management services** have been on the website viewable by anyone anytime for the last several months. This page was created in October of 2020 displaying the % to revenue pricing structure. This webpage can be found [here](https://www.kingdom-stays.com/management). <https://www.kingdom-stays.com/management>

G. Karen, a neighbor of this home, claimed to know exactly how many times Miles and the property owner, (Marge) came and left the home for long periods of time. Besides the fact that that's creepy to Marge and Miles, she points to the fact that Miles cuts the grass and is there when a handyman is there to replace the sink. She claims to know that Marge rarely goes to the house. This has absolutely nothing to do with whether Miles is still renting it or property managing it. This is not evidence that supports either leasing or property managing and to indicate Miles is "acting like he's still renting it," is highly misleading and [intellectually dishonest](#). This further puts Karen's integrity at question in Marge and Miles' mind.

H. City staff was given access to the final copy of the property management agreement signed July 19th, 2021. This will not be inserted for public viewing but will be brought in print to the Aug 4th meeting viewable to the building and zoning board.

Therefore, the short-term rental Permit Application fully meets requirements outlined in the new text enacted July 7th, 2021, one agenda item before the agenda on this short-term rental permit.

Here is the new text of the short-term rental short-term rental permit enacted July 7th, 2021:

*“Short-term rentals must be owner-controlled, meaning that a property owner may not rent the property to an individual (renter) and allow the renter to utilize the unit as a short-term rental. The owner may manage the property outright or **contract an entity for professional management services** so long as the contracted entity is only contracted for said services and is not leasing the property from the owner”*

In this case, the owner Marge Donnelly is undoubtedly contracting Kingdom Stays entity for short-term rental management in this proposal. This was decided well before the final submittal for this application on June 10th, 2021 way before the text amendment was even known about.

It is important to mention that Marge and Miles spent large amounts of precious time in the meeting getting asked questions about whether Marge and Miles met the new text change that was just passed in the meeting. All questions were satisfactorily answered by both Marge and Miles on whether the project met the text change.

**The daily price of the short-term rental when fully active is at least \$80 but matures to \$110-\$130 per night. (Documentation)**

It was wrongfully stated by Karen multiple times that Kingdom Stays was previously renting the home at \$37 per night. Below is a screenshot of the VRBO listing that can still be accessed/viewed despite the fact that the dates are blocked. On VRBO, to this date, the listing general price is \$37. What was not mentioned by Karen in the meeting was that there is a red banner above the check-in and check-out dates that says, “**Enter dates for accurate pricing.**” (Anyone can go to the listing online and see this.)

Please click [here](#) to view the listing.

The screenshot shows the VRBO interface for a property titled "Comfortable Family Home" located in Pocahontas, Illinois. The listing is priced at \$37 per night and has a 5-star rating based on 1 review. A prominent red banner above the booking form reads "Enter dates for accurate pricing." The booking form includes fields for "Check In", "Check Out", and "Guests", along with a "Book Now" button. Below the form, it states "Free cancellation up to 14 days before check-in". The listing is managed by "Miles Maggio" and has a property ID of 2186422. The listing includes several photos of the property, including the exterior and interior living areas.

This is a close-up view of the booking section of the VRBO listing. It displays the price of \$37 per night and a 5-star rating with 1 review. A red banner at the top of the booking form reads "Enter dates for accurate pricing." Below this banner are input fields for "Check In", "Check Out", and "Guests". A blue "Book Now" button is positioned below the form. At the bottom, it indicates "Free cancellation up to 14 days before check-in".

Karen also failed to mention in the meeting that **the base price does not include the following: management fees, extra guest fees, taxes, and platform fees.** The cleaning fee alone on a two bedroom space is the full price to pay a professional cleaner which is (at the very least should be \$50). This does not include management fees (\$10-15), extra guest fees, nor platform fees that vary by listing. This is actually very standard on home-sharing platforms where the user expects to see the absolute minimum “base nightly price” as a benchmark to fairly compare with other homes setting aside all other service-dependent fees.

The second picture is a screenshot of the actual reservation details before the operation was shut down. All screenshots are originally raw and only edited to black out the last names of former Kingdom Stays guests.

Nicole F [REDACTED] spent an average of **\$112.75 per night**

Lillie M [REDACTED] spent an average of **\$179.00 per night**

Kimberly L [REDACTED] spent an average of **\$149.50 per night**


The total for these reservations is \$929.00 spent over 8 nights, a nightly average of **\$116.13** per night. The average displayed in the screenshot is additionally accurate at **\$112.63** per night when platform fees are taken out. In other words, **\$112.63 per night** is what is passed on to the recipient of the revenue. These are a sample of the last 3 reservations. These figures are estimated to go much higher when a whole-home accommodation with 2 additional bedrooms (for a total of 4 bedrooms) is allowed and a listing is given time to receive good reviews and tenure on the platform. Any time period before this shows prices that are closer to the \$90-\$100 per night range and are not a good display of a matured listing with reviews that typically come from with Kingdom Stays quality reviews from guests. So, to be clear, this short-term rental was available for a short amount of time so it didn't have much time to “mature” or “plateau” into the nightly prices that is to be commanded with several reviews from guests. With that being said, it was never any lower than \$80 per night (total costs considered).



## Financial Overview




Gross amount ⓘ

**\$929.00**



## Breakdown

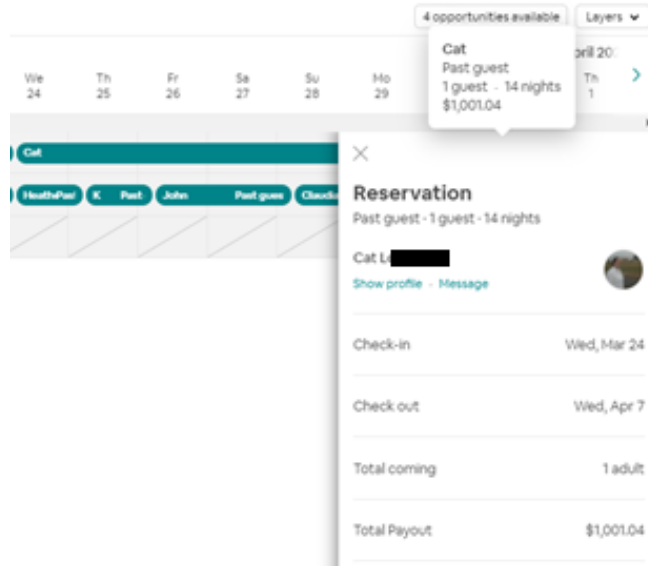
Listing View Reservations View

Listing name	Platform	Guest name	Check-in date	Check-out date	Number of nights	Status	Gross amount
Zschokke Home STLE		Nicole F. [REDACTED]	4/7/2021	4/11/2021	4	Approved	\$451.00
Zschokke Home STLE		Lillie M. [REDACTED]	4/11/2021	4/13/2021	2	Approved	\$179.00
Zschokke Home STLE		Kimberly L. [REDACTED]	4/16/2021	4/18/2021	2	Approved	\$299.00
<b>Total</b>							<b>\$929.00</b>

## Statistics

Listing Name	Occupied Nights	Occupancy Rate	Avg. Rev per night	Distributed Revenue ⓘ
Zschokke Home STLE	8	66.7%	\$112.63	\$901.00
<b>Total</b>	<b>8</b>	<b>66.7%</b>	<b>\$112.63</b>	<b>\$901.00</b>

The pictures after this show corroborating screen shots within the platform on how much these reservations were. The totals shown below do not include the platform fees. (Platform fees taken out already). Screenshots are original and only edited to black out the last names of Kingdom



Stays guests.

4 opportunities available   Layers ▾

**Kimberly**  
 Past guest  
 6 guests · 2 nights  
 \$290.03

	Su 18	Mo 19	Tu 20	We 21	Th 22	Fr 23	Sa 24	Su 25	>
Kimberly									
PatrickPas									
Sarah									
Terry									

✕

### Reservation

Past guest · 6 guests · 2 nights

**Kimberly L**

[Show profile](#) · [Message](#)

---

Check-in Fri, Apr 16

---

Check out Sun, Apr 18

---

Total coming 6 adults

---

Total Payout \$290.03

4 opportunities available   Layers ▾

**Lillie**  
 Past guest  
 5 guests · 2 nights  
 \$173.63

	Tu 13	We 14	Th 15	Fr 16	Sa 17	Su 18	Mo 19	Tu 20	We 21	Th 22	Fr 23	Sa 24	Su 25	>
Lillie														
Kimberly														
Paula														
PatrickPas														
Sarah														
Terry														

✕

### Reservation

Past guest · 5 guests · 2 nights

**Lillie M**

[Show profile](#) · [Message](#)

---

Check-in Sun, Apr 11

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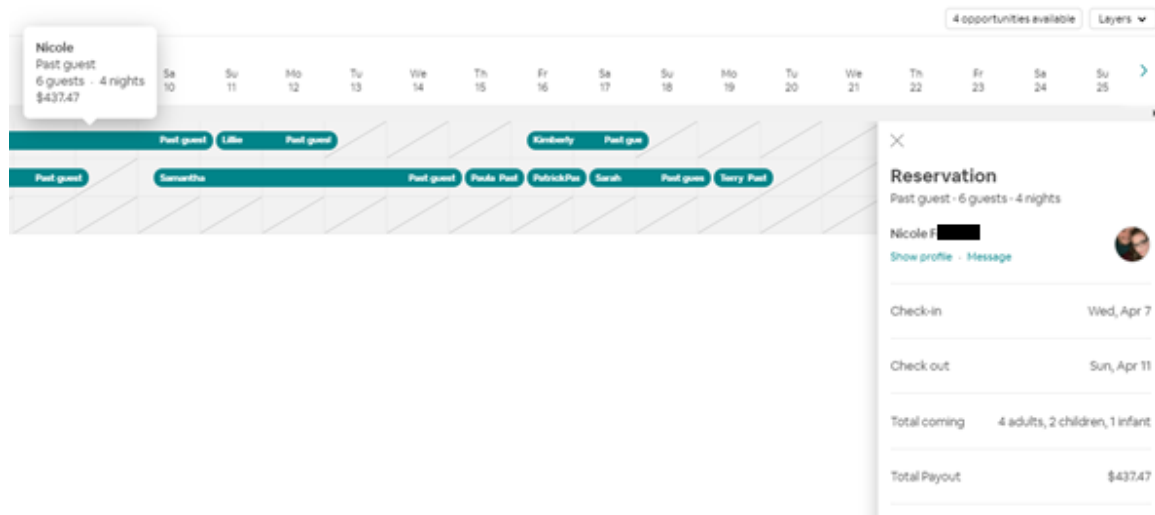
Check out Tue, Apr 13

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Total coming 4 adults, 1 child

---

Total Payout \$173.63



Another screenshot shows a breakdown of a reservation earlier on where one adult stayed 14 nights paying a total of \$1239.37 for a nightly average of \$87.88 per night as she received a longer-stay discount from Kingdom Stays. This is another example but earlier on in the development of the listing. Again, \$1001.04 is after the platform and taxes are taken out. Other reservations were mutually cancelled by Kingdom Stays and guests when the short-term rental permit did not pass.

This documentation may seem exhaustive but Marge and Miles can provide plenty of more documents to support this conclusion: the final price paid per night is much higher than the \$37 per night.

Karen, the neighbor, also decided to compare \$37/night to a very poor \$38/night listing all the way in Arkansas, near a well-known destination. Even if Karen was doing a proper price comparison (which is not the case) she hand-picked a very low quality listing in a different supply-demand market therefore (intentionally or unintentionally) misleading the Building and Zoning Board.

It is important to note that even if the price was in the \$37 per night it has very little to do with whether or not the short-term rental would “not cause substantial adverse impact on the use, enjoyment, and land values of adjoining neighbors.” In fact, Kingdom Stays could lower the price of all Kingdom Stay’s listings to \$10 per night and find the very best travelers for each date given. Kingdom Stays could handpick star guests with a minimum of 30 perfect reviews in addition to the extensive screening process. This is supply in demand. The reality is Kingdom Stays does not need “the very best” guests traveling to the region. Kingdom Stays only needs guests that will follow the house rules, whose identity is confirmed in advance of reserving, and will be respectful and courteous to the neighborhood. Kingdom Stays is incentivised further to raise the price to meet supply and demand in the area to generate a fair and balanced price for the property owner and Kingdom Stays. There is no need to lower the price any more below that

which is offered in general hospitality market prices in the area (\$90-\$140) per night. Even if the price was \$37, Karen (or any other neighbor) can't explain why there was **not a single example of any problems with neighbors during the time it was active as a short-term rental**. If there was a single incident (even small) as it related to this short-term rental as a result of the prices, the building and zoning board as well as anyone who attends would have heard about it by now in the last three meetings on this. This home is under close scrutiny (to the point where Karen claims to know how often Marge and Miles go to and from the home at any given time, even stating in the April 19th City Council Meeting, "we will not hesitate to call the police with any infractions we see, so that they are on the record"). Yet, there are still not the smallest of infractions.

These facts (why each reservation's pricing is much higher than the VRBO base price) were fully explained in the last two meetings. This can be seen in the Building and Zoning Board minutes. Karen either forgot Miles' explanation of this (in multiple meetings) or didn't want to give context so as to be intentionally misleading (one of the two).

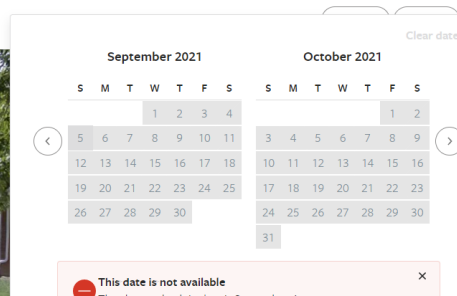
**Miles did not promise to remove the listing if the short-term rental permit did not pass. Miles promised to “cease operation” if the short-term rental permit did not pass.**

Miles committed to shutting down the short-term rental operations (not having any more reservations allowed and canceling existing future reservations). There are a few listings of this home available on the internet and that is through VRBO and Kingdom Stays direct booking website. For some reason, **even though the dates are blocked**, it still displays the listing. *It is not easy to take a listing down after it has been put up.*

This was also restated in the April 4th Combined Planning and Zoning Board Meeting it reads, “Mr. Maggio stated that he had verbal consent to do so and understands that he must cease operations if he does not receive this Special Use Permit.” [ref. Minutes]

This is just like a poster of a vehicle at the dealership. In this situation a neighbor decided to go under a table, rummage through the back shelves, and find a poster. Just because there exists a poster of a certain make and model of a vehicle **does not mean they have it in stock or are actively promoting/advertising it**. Likewise, on VRBO and Kingdom Stays, all you need to do is go and enter your dates and it will stop you from reserving stating that **“This date is not available”**. **Kingdom Stays is not attracting attention or making public notices about these listings** nor does Kingdom Stays have any incentive to do so if users cannot book and therefore is not promoting/advertising these listings. Below is a screenshot showing all dates are blocked off. Finding a product on the internet by clicking around on the internet does not mean that it is actively being marketed or promoted.

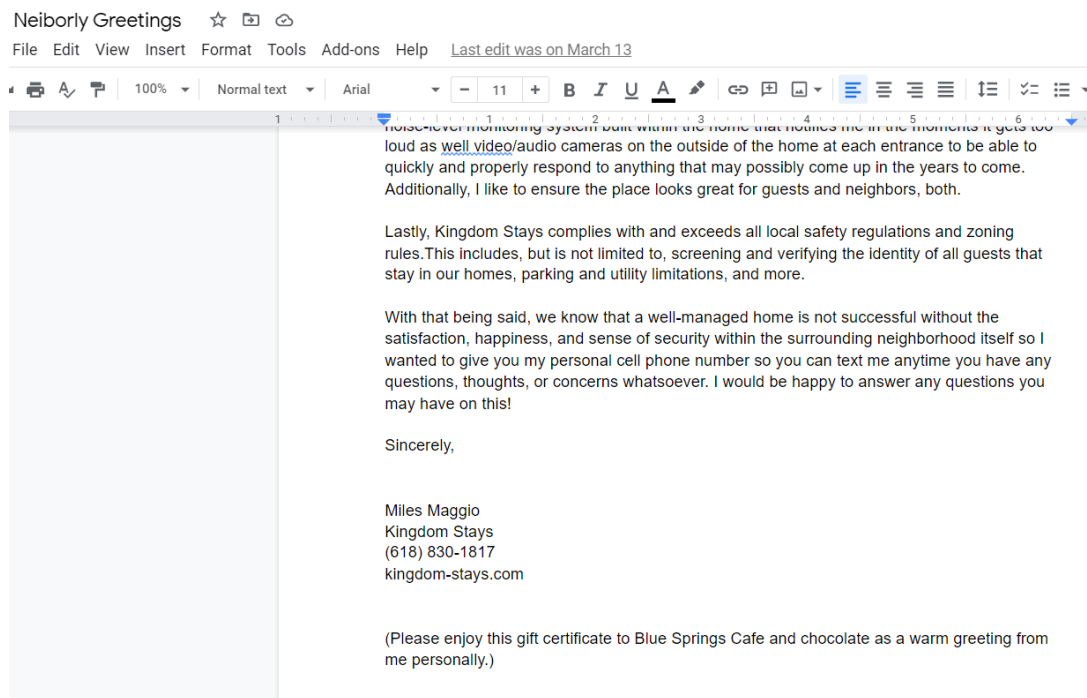
United States of America / Illinois / Highland  
♥ Comfortable Family Home ♥



For Karen to mention that there is a listing still available to view without explaining the dates are blocked (or that it is not actively being promoted) is very misleading to the Building and Zoning Board (intentionally or unintentionally). The Building and Zoning Board cannot make the right decision if they do not have the right facts to work with.

## Miles did not bribe neighbors... (Surprise, Surprise..)

There was an accusation by Karen that gifts given to immediate neighbors earlier this year were bribes. Chocolates and gift certificates were given to neighbors earlier this year **as a neighborly welcome and was not a bribe**. In fact, the letter says, **“Please enjoy this gift certificate to Blue Springs Cafe and chocolate as a warm greeting from me personally.”** Ironically this was not given to Karen but to the immediate adjacent neighbors, most of whom have expressed prior support. Please click [here](#) to view the original letter sent to the immediate neighbors displaying last edited March 13th. (PS: Marge and Miles knows it’s cheesy)



The general cynicism towards Marge and Miles has nothing to do with whether or not this proposed short-term rental will, **“not substantial adverse impact on the use, enjoyment, and property values of adjoining neighbors”**. This is an accusation on Marge and Miles’ intentions and has nothing to do with the actual project itself.

Claiming that Miles bribed neighbors is, again, misleading (intentionally or unintentionally). Marge and Miles just want the building and zoning board decisions to have the truth and verifiable, fact-based documentation and evidence upon decision. **This is all Marge and Miles asks**. It is important to mention again that this accusation is very misleading and puts at question (in Marge and Miles’ mind) this neighbor’s general intention in everything else [this neighbor] said at the last Building and Zoning Board meeting. Miles and Marge are not judgmental people but this level of cynicism is very destructive.

**The business comparisons in the short-term rental permit application are sufficient.**

Karen said, “there is not a residential home on three of the sides but instead there are streets.”

The application reads:

*“Kingdom Stays homes are much less risk-oriented and bring in less daily/hourly traffic than the business strip mall at 3rd and Walnut and Double J Doggie Play N Stay businesses. These two businesses are surrounded on three and two sides, respectively, by single family residential homes (some with children playing in the alley nearby). Although Kingdom Stays homes are surrounded on all sides by single family homes, Kingdom stays homes never produced anywhere close to the level of foot traffic, road traffic, parking, noise, and congregating that either of these businesses produce. These businesses additionally do not screen visitors, verify identities, or have noise-level monitoring systems and surveillance on the properties. There are many examples in Highland where living next to a commercial business like the ones mentioned previously does not cause a substantial adverse impact on the use, enjoyment, or property values of adjoining properties. Due to the systems in place and nature of the operation, Kingdom Stays homes are much more safe and secure and therefore causes less adverse impact than businesses nested entirely inside Highland neighborhoods. This is more so since all aspects of Kingdom Stays homes are characterized by low-density residential single-family-sized homes.”*

Below is a google maps screenshot of where Double J Doggie and the business strip mall are located. The yellowish/tan of the buildings indicate they are commercial buildings and the light white indicate they are residential homes, except new development to the north of Double J Doggie Play N Stay. Karen did not mention that on the other side of the street there is a residential property, albeit some properties are not as close (some are very close), is still factually correct; and (to the point) the reader now understands by this comparison that a much-higher-traffic, higher-risk businesses do not adversely impact the surrounding residential properties and therefore a Kingdom Stays homes wouldn't either.



This all distracts from the main point that all aspects of this short-term rental home are characterized by a low-density single-family home in each element that impacts adjoining neighbors. Those groups and families that want to stay, from prior experience, come and go from the home just as often as regular families would.



**Parking is not an issue at this location:**

One of the neighbors expressed a concern about the parking in the area. This home is able to park 3 vehicles in the back of the homes and the enforced limitation of the number of vehicles being able to park in the nearby vicinity is 4 (enforceable by camera) lending to no risk associated with parking congestion.

Even if it were assumed there was parking congestion, the enforced maximum of 4 vehicles and enforced prioritization of off-street parking ensures that on-street parking is not needed.

Limiting the number of vehicles able to park in the nearby area and enforcing guests prioritize off-street, on-site parking has always lended to no issues as it relates to the parking situation in the nearby area for any of the homes that Kingdom Stays managed in the past.

The application reads,

“Although an enforced maximum of 4 vehicles and 12 adults can be allowed on the premises at any given time, it is projected (with these limitations), that an upper limit of 4.8 average guests and 1.8 average vehicles will be parked in the immediate vicinity at any given time. Private, off-street parking is available for 3 vehicles at any given time. This ensures that every aspect of the building, traffic, and infrastructure use is entirely characterized by low-density residential use and appearance.”

A. Pictures taken Thursday July 16th, 2021 at 6:50pm show plenty of street parking at the intersection of Zschokke St and 14th St.



B. Pictures taken Friday July 17th, 2021 at about 2:30pm show plenty of street parking at the intersection of Zschokke St and 14th St.



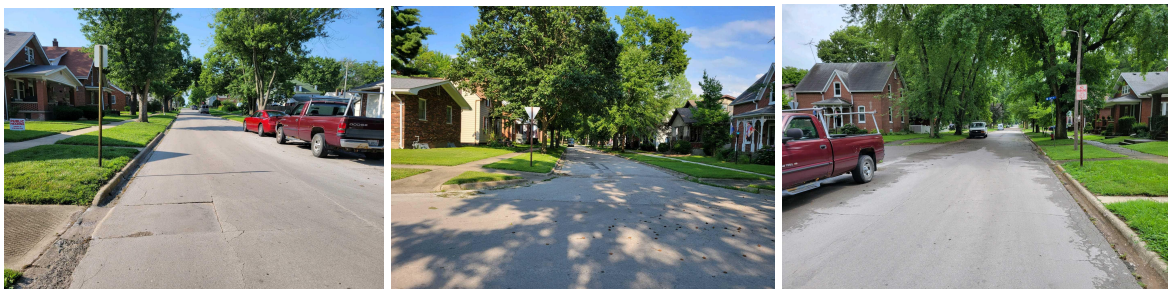
C. Picture taken Friday July 16th, 2021 at about 8:00am shows plenty of street parking at the intersection of Zschokke St and 14th St.



D. Pictures taken Saturday July 17th, 2021 at about 6:04pm show plenty of street parking at the intersection of Zschokke St and 14th St.



E. Pictures taken Sunday July 18th, 2021 at about 5:15pm show plenty of street parking at the intersection of Zschokke St and 14th St.



F. Pictures taken Monday July 19th, 2021 at about 11:10am show plenty of street parking at the intersection of Zschokke St and 14th St.



It is of extreme importance, more so to Marge Donnelly than Kingdom Stays, that facts are presented fairly and honestly to the board. These false accusations and opinions are hurting Marge; it does embolden Miles further to defend the truth in this. The board deserves to make an educated decision based on the facts and evidence.

### **President of non-traditional (“home-sharing”) accommodations in Highland, IL**

Kingdom Stays is the “Gold Standard” method for ensuring there is no adverse impact on the use, enjoyment, and property values of adjoining properties. Kingdom Stays has each of the items below the other short-term rental does not have and additionally has a proven track record of success with these systems in place. It is safe to say this proposed short-term rental will surely **not cause a substantial adverse impact on the use, enjoyment, and property values of adjoining neighbors**. The list of items described above are all systems and processes in place to err far on the side of caution for everyone involved at the home.

The link (not affiliated with Kingdom Stays) is a link to a whole-apartment home sharing accommodation can be found by clicking [here](#). This listing is active with many available dates for reserving.

It was a surprise to me to find that this other home sharing accommodation does not have many of the systems in place that Kingdom Stays always has:

1. no internal screening process,
  2. no house rules except check-in method and check-in check-out method,
  3. parties and events are allowed,
  4. smoking is allowed,
  5. pets are allowed,
  6. has a lock-box key reusable key instead of a programmable smart lock,
  7. does not have security camera on each entranceway,
  8. does not have a noise-level monitoring system,
  9. does not have a smoke detector alarm monitoring system,
  10. does not have a glass-break monitoring system,
  11. does not have specified house rules,
  12. does not define enforcement of house rules,
  13. does not give parameters for noise-levels,
  14. does not have a guest identity verification system in place,
  15. does not define enforcement of accurately reporting the number of guests,
  16. does internally regulate off-site parking,
  17. does not ask who is staying with the reservation holder,
  18. and does not confirm the user has read, understood, and will abide by the house rules (as there are no house rules).
  19. response time: “within a few hours” as opposed to Kingdom Stay’s “within an hour”
  20. does not give a framework to enforce any house rules.
  21. host is not a superhost or has a confirmed identity on the home-sharing platform (this is not required to be an amazing host but, to the point, Kingdom Stays has a long track record of good guest reviews).
- These elements all can be affirmatively ascertained from listing as the proper expectations are required to be set in advance of reserving. In fact, a host on a home-sharing platform is required to affirm whether or not “parties and events,” “smoking,” and “pets” are allowed or not and to Marge and Miles’ surprise this listing has intentionally marked these as allowable. **[Please Keep Reading]**

This is **not** to say this is unsafe to neighbors or this is a neglectful host. In fact, from what Marge and Miles hear over and over again: there has been no adverse impact on the use, enjoyment, or property values of adjoining neighbors, let alone “substantial” adverse impact on adjoining neighbors. Below is a screenshot of the listing:



#### House rules

- 🕒 Check-in: 12:00 PM - 8:00 PM
- 🕒 Checkout: 3:00 PM
- 🔑 Self check-in with lockbox

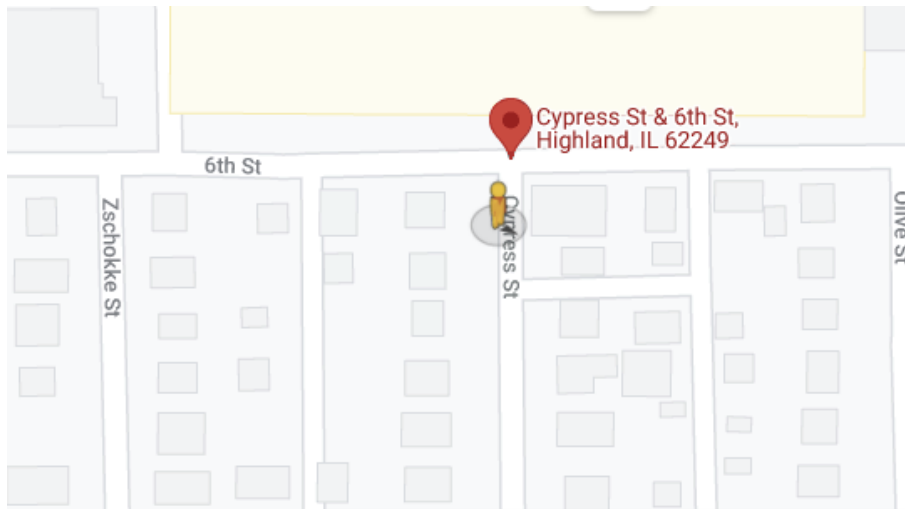
#### Health & safety

- ✦ Committed to Airbnb's enhanced cleaning process. [Show more](#)
- 🧻 During the COVID-19 pandemic, all hosts and guests must review and follow Airbnb's social-distancing and other COVID-19-related guidelines. [Show more](#)
- 🚫 Carbon monoxide alarm
- 🚫 Smoke alarm

#### You must also acknowledge

- 🏠 Must climb stairs — 1 flight of stairs or elevator available on request by owner

Additionally, below is an aerial view of the accommodation's location as it is surrounded on three sides by low-density residential homes.



Lastly on this note. Approving this new short-term rental at 1320 Zschokke St (not the one above) sets the gold standard for short-term rental accommodations in Highland such that any subsequent permit applications can compare to this the Kingdom Stays method of screening, identity verification, surveillance, and house rules enforcement methods.

**Is this short-term rental accessible to individuals with disabilities/ is it required to be accessible to individuals with disabilities?**

This home is not accessible to individuals with mobility-limiting disabilities although it is accessible to many other individuals with non-mobility limiting disabilities; however, Marge is aware of the financial incentive to make this home accessible for the individuals with disabilities and is considering this as a possibility. It is not required by any governmental entity or organization to be accessible to individuals with mobility-limiting disabilities although it is certainly encouraged. Marge and Miles, regardless, hope the market will correct itself in allowing more short-term rentals accessible to individuals with disabilities but this is not even a possibility if this is not allowed in Highland, IL.

Ref. <https://bhgrlaw.com/2016/02/03/housing-provider-obligations-under-the-fha-and-ada-do-i-need-to-all-ow-service-assistance-animals-in-my-short-term-rental/>

**Conclusion:**

We are sad to report that many of the claims, accusations, and representations presented by Karen have, at the very least, the strong potential to misguide the Building and Zoning Board upon making their decision.

Maybe you are reading everything and listening to neighbors and you are still unsure of the impact associated with a short-term rental at this location. Maybe information from both sides makes it difficult to decide.

Here are some questions to consider:

Will this short-term rental not cause a **substantial** adverse impact on the use, enjoyment, and land values of adjoining neighbors? (**Substantial is a whole lot.**) Sec. 90-216. (c) (3)

Will this short-term rental not have an adverse effect upon the public health, welfare, or safety of the community? Sec. 90-216. (c) (4)

If this level of precautions taken does not safeguard against injury to the use and enjoyment of neighboring properties, then what level of precautions will?

If not allowing a short-term rental system with this track record is not long enough of a track record then what would be a long enough track record?

If not this short-term rental permit being allowed by the city of Highland then what short-term rental short-term rental permit would be allowed by the city of Highland?

If the currently existing short-term rental whole-apartment with very little home-rules/enforcement framework does not cause an adverse impact on the use, enjoyment, and property values of adjoining neighbors, then how would the short-term rental at this location suddenly cause a “substantial” adverse impact on the use, enjoyment, and property values of adjoining properties?

Based on all of the information provided in application and this supplementary documentation, please make a determination based on a reasonable standard when determining if this short-term rental permit can be allowed. Anything less rewards those who seek neighbor overreach and rewards others who mislead or do not look into the facts. Anything less necessarily stifles innovation and traveling accessibility in Highland as an ever growing number of groups and individuals exclusively travel utilizing non-traditional home-share websites.



City of Highland  
Building and Zoning

July 27, 2021

To: Combined Planning & Zoning Board

From: Breann Vazquez, Director of Community Development

RE: Special Use Permit for Short-term Rental at 1320 Zschokke

A special use permit for a short-term rental at 1320 Zschokke was tabled at the July 7, 2021 Combined Planning & Zoning Board meeting. This item will be brought back on to the table at the August 4, 2021 meeting. Updated supplemental information from the applicant is attached for your review.

For clarification purposes, it should be noted that the application refers to a property management agreement for the short-term rental. The property management agreement specifies Marge Donnelly as the owner of the property and Kingdom Stays as the property manager.



City of Highland  
Building and Zoning

Exhibit "C"  
Determination of Special Use Permit

Date Submitted: 6/4/21  
Filing Fees: \$200  
Date Paid: 6/4/21  
Date Advertised: 8/18/21  
Date of Sent Notice: 8/18/21  
Date of Public Hearing: 7/7/21  
9/1/21

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On September 1, 2021, the City of Highland Combined Planning and Zoning Board at its regular meeting **approved, approved with condition(s), denied** a Special Use Permit for the following:

**Miles Maggio (801 N. Keebler Rd, Collinsville, IL) on behalf of Marge Donnelly (308 Laurel St.) is requesting a Special Use Permit to allow for a short-term rental at 1320 Zschokke Street. PIN # 01-2-24-05-11-204-030.**

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the September 7, 2021 meeting of the City Council.

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

Conditions (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairperson of the Combined Planning and Zoning Board  
Anthony Walker

9/1/21

Date



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

**ORDINANCE GRANTING A SPECIAL USE PERMIT TO MILES MAGGIO, ON BEHALF OF MARGE DONNELLY, TO ALLOW A SHORT-TERM RENTAL WITHIN THE R-1-D ZONING DISTRICT AT 1320 ZSCHOKKE, HIGHLAND, ILLINOIS**

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

WHEREAS, the City Council has made the findings of fact, and the statement of its reasons for granting the Petition for Special Use Permit in question, in a separate resolution numbered as Resolution No. \_\_\_\_\_.

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

*Section 1.* Miles Maggio (801 N. Keebler Rd., Collinsville, IL 62234), on behalf of Marge Donnelly (308 Laurel Street, Highland, IL 62249), has filed a Petition for a Special Use Permit to allow for a short-term rental within the R-1-D zoning district at 1320 Zschokke Street, Highland, IL 62249 (“Property”), in accord with the *Code of Ordinances, City of Highland*.

*Section 2.* The Special Use Permit is granted.

*Section 3.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be in full force and effect upon adoption.

*Section 4.* This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

AYES:

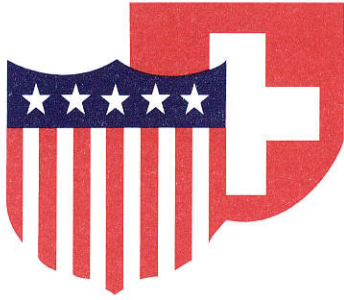
NOES:

APPROVED:

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

ATTEST:

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



# City of Highland

**MEMO TO:** Christopher Conrad, City Manager  
**FROM:** Joe Gillespie, Director of Public Works  
**DATE:** September 1, 2021  
**SUBJECT:** Broadway and Zschokke Street Parking Lot, PW-06-21  
Recommendation for Approval

## RECOMMENDATION

I recommend that you request council approval to award a contract to Stutz Excavating, Inc. in Alton, IL for \$162,290.00.

## DISCUSSION

We received and opened bids on September 1, 2021. See the attached tabulation sheet for details.

The design provides 11 spaces and 1 handicap space. The surface will be concrete except for the parking spaces. The parking spaces will be porous brick pavers used as part of the underground storm water detention to maximize the layout and conform to our storm water codes.

Stutz Excavating was the contractor for the Walnut Resurfacing, roundabout at Broadway and Veterans Honor Parkway, Broadway Resurfacing, and Broadway Streetscape projects.

## FISCAL IMPACT

The project is shared between Street and Alley and Business Tax funds.

## CONCURRENCE

Recommended by: \_\_\_\_\_  
Joe Gillespie, Director of Public Works

Approved by: \_\_\_\_\_  
Christopher Conrad, City Manager

**Broadway and Zschokke Street Parking Lot  
Highland, Illinois**

Date: September 1, 2021  
 Time: 10:00 a.m.  
 Location: City of Highland  
 1115 Broadway  
 Highland, IL 62249

Plans available for viewing at:  
 SIBA – O'Fallon, IL

Fee: \$50 non-refundable (\$0 if emailed)

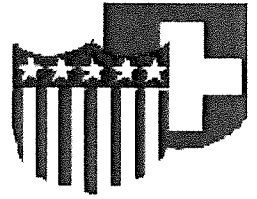
**Engineers Estimate - \$155,000**

NO.	COMPANY	BID AMOUNT	CONTRACT PROPOSAL	SCHEDULE OF PRICES	BID BOND	SIGNATURE SHEET	HOLD HARMLESS	TAX	BARRED FROM CONTRACTING	SUBSTANCE ABUSE	IL BUSINESS OFFICE	CERTIFICATE OF ELIGIBILITY
1.	ECzech@hankel.com Hank's Excavating											X
2.	Dan.walker@kellerconstruction.com Keller Construction											X
3.	valerie@stutzexcavating.com Stutz Excavating	\$162,290. <sup>00</sup> / <sub>xx</sub>	✓	✓	✓	✓	✓	✓	✓	✓	✓	X
4.	kentoennies@korteluitjohan.com Korte & Luitjohan	\$224,150. <sup>00</sup> / <sub>xx</sub>	✓	✓	✓	✓	✓	✓	✓	✓	✓	X
5.	julie@rcs-construction.com RCS Construction, Inc.	\$175,000. <sup>00</sup> / <sub>xx</sub>	✓	✓	✓	✓	✓	✓	✓	✓	✓	X
6.	alex@dmcontracting.com DMS Contracting, Inc.											X
7.	kinney@roadbuilder.net Kinney Contractors											X

BID OPENER: Joe Miller BID RECORDER: J. Hediger

Expenditure Listing # 1202  
From 08/14/2021 to 09/03/2021

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



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
6114	AMAZON CAPITAL SERVICES	CENTRAL PURCHASING SUPPLIES- AMAZON STATEMENT CHRG/ERROR	08/27/2021	192.70
6176	Highland's Tru Buy	CENTRAL PURCHASE SUPPLIES	08/27/2021	174.40
6187	LOGSDON STATIONERS, INC.	Supplies for Central Purchasing	08/27/2021	60.52
Total for Department: 000 Balance Sheet Accounts				427.62
Department: 011 General Admin				
ACH PAID	US POSTAL SERVICE	AUGUST UTILITY BILLING POSTAL CHARGES	08/26/2021	2,527.90
6115	AMAZON CAPITAL SERVICES	SHIPPING FOR ITEMS	08/27/2021	78.20
6117	Aramark Uniform Services	RUG SERVICE	08/27/2021	51.28
6118	AssuredPartners Cornerstone LLC	JULY FSA PLAN ADMIN / DEBIT CARD FEE	08/27/2021	208.00
6124	BASS COMPANY LLC	TAXES BASS INV# 6961 -QTY 150 CHAIRS LEFT OFF OF ORIG INV	08/27/2021	250.50
6137	Broadway Battery & Tire	CLEANED AND CHECKED AIR CONDITIONER	08/27/2021	75.00
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	1,774.54
6147	City Utilities	UTILITIES - CITY HALL	08/27/2021	977.99
6175	Highland Communication Services	HCS SERVICES - HACSM	08/27/2021	51.95
6191	Mastercard	ZOOM MONTHLY 08/21/2021 - 09/20/2021	08/27/2021	555.24
6217	POPLAR JUNCTION LANES	CITY EMPLOYEE PICNIC-BOWLING(25) \$2.50 SODA(91) \$2.00 FEE \$150	08/27/2021	394.50
6225	ROBERT (BOB) SANDERS WASTE S	CITY HALL RECYCLING SERVICES	08/27/2021	7.50
6226	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 07/31/2021 - JASON METTLER, ET. AL	08/27/2021	1,329.33
6239	Tech Electronics Inc	PROFESSIONAL SOUND SYSTEM -REWired MICROPHONE FLOOR JACK	08/27/2021	437.50
6244	Third Millennium Assoc Inc	Utility Bill Printing Service	08/27/2021	185.71
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	428.41
6265	William F. Brockman Co	SWITZERFEST PARADE CANDY FOR MAYOR	08/27/2021	484.00
6273	Southwestern Illinois Council of Mayors	Dinner for monthly meeting hosted by Mayor Hemann	08/26/2021	570.00
Total for Department: 011 General Admin				10,387.55
Department: 012 Police Dept				
ACH PAID	CHARLES J BECHERER	INTERIM CHIEF OF POLICE PER CONTRACT	08/17/2021	5,000.00
6115	AMAZON CAPITAL SERVICES	QTY 1 - COMBAT TOURNIQUET QTY 2 - FLASHLIGHT	08/27/2021	289.71
6116	Ameren Illinois	POLICE DEPT GAS UTILITIES	08/27/2021	833.43
6117	Aramark Uniform Services	RUG SERVICE	08/27/2021	60.70
6129	NATHAN BIGGS	BIGGS- MENS SOCKS	08/27/2021	11.47
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	2,086.75
6147	City Utilities	POLICE RADIO SHED 9TH ST.	08/27/2021	5,784.23
6149	Constellation NewEnergy Gas Division, I	GAS SERVICE	08/27/2021	1.64
6167	GLOBAL TECHNICAL SYSTEMS, INC	QTY 1 - BATTER AND LABOR	08/27/2021	2,558.09
6173	Heros In Style	UNDER VEST SHIRT SIRIANNI	08/27/2021	61.98
6191	Mastercard	HANDCUFFS FOR SIRIANNI	08/27/2021	1,072.11
6196	MGT Consulting	City of Highland portion Review of Cost for Dispatch	08/27/2021	3,250.00
6218	POWER & TELEPHONE	1' cat 6 jumper - yellow, booted	08/27/2021	339.00
6223	Reding Tire & Battery Inc	CAR 5 BLOWER MOTOR W/ WHEEL & RESISTOR	08/27/2021	288.21
6225	ROBERT (BOB) SANDERS WASTE S	PD RECYCLING SERVICES	08/27/2021	15.00
6226	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 07/31/2021 - LABOR AND EMPLOYMENT	08/27/2021	51.00
6234	Splish Splash Auto Bath LLC	POLICE DEPT CAR WASHES	08/27/2021	111.00
6236	SUMNER ONE, INC.	COPIER MAINT/ LEASE POLICE DEPT	08/27/2021	296.28
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	760.59
Total for Department: 012 Police Dept				22,871.19
Department: 013 Building & Zoning				
ACH PAID	CARDPOINT MERCHANT SERVICES	AUGUST CREDIT CARD FEES	08/26/2021	69.88
6114	AMAZON CAPITAL SERVICES	ADIR CORRUGATED CARDBOARD 16 ROLL FILE STORAGE CABINET	08/27/2021	201.95
6116	Ameren Illinois	GAS CHARGE	08/27/2021	9.71
6136	BRIDGEPAY NETWORK SOLUTIONS	BRIDGEPAY FEE	08/27/2021	5.30
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	417.35
6146	City Of Highland	ELECTRICAL INSPECTION-DAN- 1229 LYNN ST	08/27/2021	657.47
6175	Highland Communication Services	HCS SERVICES	08/27/2021	316.22
6189	Craig Loyet	FINAL PLUMBING 1100 LINDENTHAL AVE	08/27/2021	1,979.00
6191	Mastercard	ZOOM MONTHLY 07/10/2021 - 08/09/2021	08/27/2021	1,173.86
6225	ROBERT (BOB) SANDERS WASTE S	BZ RECYCLING SERVICES	08/27/2021	15.00
6226	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 07/31/2021 - JASON METTLER, ET. AL	08/27/2021	1,329.33
6232	Timothy Singler	FINAL PLUMBING 1100 LINDENTHAL AVE	08/27/2021	1,979.00

6242	The Kwik Konnection Printing Inc	PUBLIC NOTICE- SALE OF 1808 OLIVE STREET	08/27/2021	475.00
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	201.77

Total for Department: 013 Building & Zoning 8,830.84

Department: 014 Fire Dept

6115	AMAZON CAPITAL SERVICES	QTY 1 - IBOLT TABDOCK BIZMOUNT AMPS, HEAVY DUTY DRILL BASE M	08/27/2021	29.05
6116	Ameren Illinois	GAS CHARGES - STATION #2	08/27/2021	131.02
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	104.06
6147	City Utilities	UTILITIES - FIRE STATION #1	08/27/2021	1,042.72
6149	Constellation NewEnergy Gas Division, I	GAS SERVICE	08/27/2021	1.64
6161	FIRE APPARATUS & SUPPLY TEAM	LABOR AND MATERIAL TO REPLACE NEW SWITCH ON UNIT # 1523	08/27/2021	559.69
6164	FRONTIER	PHONE CHARGES - STATION # 2	08/27/2021	48.47
6210	O'Reilly Automotive Inc.	QTY 1 - MICRO CLOTH, QTY 3 - ULT QK WX	08/27/2021	61.96
6221	JOANN REAGAN	AMBULANCE REFUND	08/27/2021	25.00
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	195.32

Total for Department: 014 Fire Dept 2,198.93

Department: 017 Streets / PW Admin

6116	Ameren Illinois	Utilities	08/27/2021	130.72
6120	Aviston Lumber Company	Masonry Nails 1 1/2"	08/27/2021	34.98
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	730.63
6147	City Utilities	Utilities	08/27/2021	1,865.00
6153	Dave Schmidt Truck Service Inc	Truck #65 -A&B service, Inspection, Repairs,Replace mirrors &etc	08/27/2021	4,273.52
6188	London Shoe Shop	SAFETY BOOTS - BILL AEGERTER	08/27/2021	251.25
6191	Mastercard	Safety Training - Doughnuts	08/27/2021	110.36
6194	METTLER ATV & SMALL ENGINE	2000 Kawasaki Repair	08/27/2021	295.39
6202	Mug A Bug	20 Gal. Mosquito Spray	08/27/2021	896.52
6207	Nu Way Concrete Forms Troy LLC	Green Mkg, Spray, Green Flags, 48" Stabilia Elec. Level & Case	08/27/2021	560.75
6208	Oates Associates Inc	Highland Parking Lot Broadway/Zschokke- Services for July 2021	08/27/2021	3,495.00
6222	Red E Mix LLC	4000 PSI O/S Flatwork, Small Load Chg., Tic. # 60133473	08/27/2021	923.50
6226	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 07/31/2021 - LABOR AND EMPLOYMENT	08/27/2021	1,380.34
6242	The Kwik Konnection Printing Inc	SEALED BIDS FOR 2022 MFT MATERIALS	08/27/2021	160.00
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	244.23
6267	Wissehr Electrical Contractors Inc	Service Call Signals on flash at US 40 & Hemlock	08/27/2021	635.60

Total for Department: 017 Streets / PW Admin 15,987.79

Total for Fund:001 General Fund 60,133.92

Fund: 007 Community Development Fund

Department: 007 Community Development

6139	C.A. JONES, INC	SINGLE-FAMILY HOME INCENTIVE PAYMENT -15 WHISTLING STRAITS D	08/27/2021	4,000.00
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	104.06
6191	Mastercard	ZOOM MONTHLY 08/08/2021 - 09/07/2021	08/27/2021	90.67
6195	Mettler Development LLC	259 CARTER RIDGE DR - SINGLE FAMILY HOME INCENTIVE PAYMENT	08/27/2021	4,000.00
6222	Red E Mix LLC	4000 PSI O/S Flatwork,Tic. # 60133275-Square-Plaza Park Restroom	08/27/2021	1,368.50
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	51.28

Total for Department: 007 Community Development 9,614.51

Total for Fund:007 Community Development Fund 9,614.51

Fund: 008 Motor Fuel Tax Fund

Department: 008 Motor Fuel Tax

6144	Christ Bros Inc	N50 Surface, Hot Mix - LEB	08/27/2021	201.74
6198	Mike A Maedje Trucking Inc	CM6 Rock - Tic. # 1729477 & 1729510	08/27/2021	397.96

Total for Department: 008 Motor Fuel Tax 599.70

Total for Fund:008 Motor Fuel Tax Fund 599.70

Fund: 009 Parks & Rec Fund

Department: 009 Korte Rec Center

ACH PAID	CARDPOINT MERCHANT SERVICES	AUGUST CREDIT CARD FEES	08/26/2021	662.67
6108	A 1 Security Specialist Inc	Fixed locks on doors around the building	08/27/2021	1,921.84
6116	Ameren Illinois	KRC heating	08/27/2021	202.05
6137	Broadway Battery & Tire	Repairs for the Dodge Ram	08/27/2021	1,077.24
6140	Capri Pools & Aquatics	Spa maintenance	08/27/2021	408.85
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	625.47
6146	City Of Highland	KRC sprinklers utilities	08/27/2021	5,352.30
6149	Constellation NewEnergy Gas Division, I	GAS SERVICE	08/27/2021	192.20
6150	CONTINENTAL RESEARCH CORPOF	Countdown cleaning wipes	08/27/2021	287.32

6158	Energy Wise	HVAC equipment repairs	08/27/2021	2,757.00
6159	Essenpreis Plumbing & Htg	replaced flush valve assembly	08/27/2021	226.85
6177	Laura Hollenkamp	Should have been suspended but was charged	08/27/2021	31.25
6191	Mastercard	LIFEGUARDING & WATERPACK SKILLS REVEIW CLASS (3)	08/27/2021	751.47
6215	Pepsi	KRC pepsi supplies	08/27/2021	172.58
6225	ROBERT (BOB) SANDERS WASTE S	KRC RECYCLING SERVICES	08/27/2021	15.00
6237	Keith Szolga	Refund for a party he couldn't attend due to Covid	08/27/2021	120.00
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	51.28

Total for Department: 009 Korte Rec Center 14,855.37

Department: 016 Parks & Recreation

6094	Steve Schmitt Inc	2021 CHEVY SILVERADO 1500 VIN # 3GCNYAEK6MG388223	08/20/2021	29,825.00
6105	GREGORY BISHOP	SOUND PRODUCTION 08/26/2021 6:30-8PM FOR JEREMIAH JOHNSON	08/26/2021	500.00
6111	ELIAS ALLEN	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	160.00
6112	Greg Allen	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	760.00
6113	Sandra Allen	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	2,000.00
6115	AMAZON CAPITAL SERVICES	MAXAM STAINLESS STEEL BEER MUG, 20OZ FOR FLUGEL FEST (QTY1)	08/27/2021	23.98
6116	Ameren Illinois	Parks shed heating	08/27/2021	121.90
6121	Tom Baker	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6122	Karen Barker	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6123	Janice Barlow	Refund for YAH trip she can't attend	08/27/2021	66.00
6125	Battery Specialist + Golf Cars HGD	Parks golf cart maintenance	08/27/2021	155.40
6126	Nigel Bennett	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6130	Alexandra Billhartz	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	80.00
6131	William Bojanowski	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6132	EVAN BOSAW	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	160.00
6133	Ethan Boulanger	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6135	Breese Lawn & Garden	Polaris ranger maintenance	08/27/2021	210.23
6137	Broadway Battery & Tire	DEHUMIDIFIER FOR UNDER THE GAZEBO	08/27/2021	269.55
6138	ELANA BROWN	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6141	Joshua Case	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	980.00
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	834.69
6146	City Of Highland	senior center utilities	08/27/2021	8,214.94
6149	Constellation NewEnergy Gas Division,	1 GAS SERVICE	08/27/2021	2.46
6152	KELLY DAMANN	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	560.00
6154	LUKE DAVIS	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6155	Michaela Davis	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6160	Buddy Ferguson	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6162	Cathy Fisher	Refund for a some YAH trips	08/27/2021	124.00
6165	Constance L. Galbraith	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6166	SARA GIOVANELLI	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	80.00
6169	DELANEY GRIMES	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6172	HEARTLANDS CONSERVANCY	silver lake watershed comprehensive plan	08/27/2021	1,536.00
6174	Highland Chamber Of Commerce	PBJ entertainment	08/27/2021	1,075.00
6176	Highland's Tru Buy	SENIOR DAY	08/27/2021	68.62
6182	Heather Kastelein	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6183	Jamie Keys	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6184	GLENDA KURTZ	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	240.00
6185	Joey Kurtz	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	160.00
6186	William Link	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6190	MOLLY MARSHALL	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6191	Mastercard	ALL IN ONE LAWN WEED KILLER HERBICIDE	08/27/2021	435.18
6192	DARBY MCGUIRE	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	80.00
6200	MARCIE MONACO	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	440.00
6201	MATT MOSSINGHOFF	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6203	JUSTIN MUMFORD	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	80.00
6205	CAMERON NOLLMAN	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	80.00
6206	CHARLES NOUD	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	240.00
6209	ELIZABETH O'DELL	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	160.00
6210	O'Reilly Automotive Inc.	QTY 1 - BALL MOUNT, QTY 1 - HITCH BALL	08/27/2021	134.57
6211	JAY OTIS	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6212	Amy Page	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6213	Matthew Pellock	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	850.00
6214	Steve Pellock	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	930.00
6216	ALLISON PERRY	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6222	Red E Mix LLC	outside pad	08/27/2021	705.00
6224	JIM REGAN	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	360.00
6227	RALPH SCHEMPP	Refund for YAH trip she can't attend	08/27/2021	66.00
6229	NOAH SIEGFRIED	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6230	MAILE SIGNOROTTI	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6231	Kyle Simpson	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	80.00
6233	CHRIS SMITH	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	240.00
6236	SUMNER ONE, INC.	WCC printer	08/27/2021	52.00
6245	Melissa Thomason	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6246	Ryan Thomason	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6248	Tri Ford Inc	maintenance on silver lake truck	08/27/2021	229.46
6249	CHRIS TRIMBLE	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6250	MADISON TROMBLEY	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6252	Christopher Uhe	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	221.12

6256	CAREN VITTETOE	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	240.00
6257	DAVID VITTITOE	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	320.00
6258	FLETCHER VOGT	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	80.00
6259	Sandra D. Wakefield	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	450.00
6260	Megan Washburn	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	480.00
6261	Rodney Washburn	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	2,700.00
6264	BROCK WILKINSON	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	400.00
6266	ROBERT WILSON	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	240.00
6268	Woodcrest Small Engine	trimmer line for weed eaters	08/27/2021	64.03
6269	ERIKA WRZESINSKI	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	160.00
6270	SHAWN WYLDE	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	160.00
6271	JEANINE ZITTA	SUMMER MUNY BAND PAYROLL 2021	08/27/2021	240.00

Total for Department: 016 Parks & Recreation 69,445.13

Department: 503 Swimming Pool Fund

6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	208.13
6146	City Of Highland	outdoor pool utilities	08/27/2021	737.94
6157	Peggy Elliott	Refund for pool party that had to be cancelled	08/27/2021	160.00
6191	Mastercard	LIFEGUARDING & WATERPACK SKILLS REVEIW CLASS	08/27/2021	140.00

Total for Department: 503 Swimming Pool Fund 1,246.07

Department: 715 Cemetery Fund

6146	City Of Highland	cemetery utilities	08/27/2021	71.27
6268	Woodcrest Small Engine	New leaf blower	08/27/2021	149.99

Total for Department: 715 Cemetery Fund 221.26

Total for Fund:009 Parks & Rec Fund 85,767.83

Fund: 012 Business District A

Department: 012 Police Dept

6115	AMAZON CAPITAL SERVICES	QTY 1 REFRIG. QTY 4 EXT CORD, QTY 1 COFFEE ORGANIZER QTY4 CABL	08/27/2021	312.37
6142	CDW G Inc	4GB NAS FOR NEW PUBLIC SAFETYBUILDING	08/27/2021	1,311.50
6168	Graybar	NEW PSB ROD CEILING KIT AND CABLE RWAY TUBE	08/27/2021	657.05
6208	Oates Associates Inc	Highland Parking Lot Broadway/Zschokke- Services for July 2021	08/27/2021	1,085.00

Total for Department: 012 Police Dept 3,365.92

Total for Fund:012 Business District A 3,365.92

Fund: 050 Street NHR Construction

Department: 050 Street NHR Construction

6208	Oates Associates Inc	Broadway Streetscape Phase 1 Const.Serv- Services for July 2021	08/27/2021	6,847.50
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Total for Department: 050 Street NHR Construction 6,847.50

Total for Fund:050 Street NHR Construction 6,847.50

Fund: 101 Electric Fund

Department: 000 Balance Sheet Accounts

ACH PAID	CARDPOINT MERCHANT SERVICES	AUGUST CREDIT CARD FEES	08/26/2021	218.77
ACH PAID	IMEA	JULY PURCHASE POWER	08/20/2021	-50,994.57
ACH PAID	MERCHANT TRANSACT	WEB PROCESSING FEE	08/26/2021	4,222.26
ACH PAID	SPRINGBROOK SOFTWARE LLC	AUGUST ACH SERVICES	08/26/2021	710.66
6099	SARAH FRANKLIN	Refund Check 022012-000	08/24/2021	25.63
6100	AMBER LIVASY	Refund Check 021724-000	08/24/2021	18.10
6101	MILES MAGGIO	Refund Check 022106-000	08/24/2021	0.14
6102	MCKAY INVESTMENTS REALTY INC	Refund Check 022256-000	08/24/2021	60.97
6103	HERMAN NIEMANN	Refund Check 009072-000	08/24/2021	316.47
6104	BRYAN & TRACY SMITH	Refund Check 010735-001	08/24/2021	36.96

Total for Department: 000 Balance Sheet Accounts -45,384.61

Department: 101 Electric Admin

ACH PAID	IL Dept Of Revenue	JULY UTILITY TAX	08/27/2021	38,599.75
6116	Ameren Illinois	GAS CHARGE	08/27/2021	19.41
6117	Aramark Uniform Services	RUG SERVICE	08/27/2021	115.26
6128	BHMG Engineers Inc	PROFESSIONAL SERVICES PROJECT 1201.SC HIGHLAND SC	08/27/2021	1,530.24
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	313.28
6146	City Of Highland	UTILITY CHARGE	08/27/2021	810.75
6191	Mastercard	TRAINING CLASS FOR LORA, DAN, GEORGE AND BILL	08/27/2021	574.00

6244	Third Millennium Assoc Inc	Utility Bill Printing Services	08/27/2021	835.69
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	202.21

Total for Department: 101 Electric Admin 43,000.59

Department: 102 Electric Production

ACH PAID	IMEA	JULY PURCHASE POWER	08/20/2021	1,075,215.82
6116	Ameren Illinois	GAS CHARGE	08/27/2021	48.53
6117	Aramark Uniform Services	JULY UNIFORM AND RUG SERVICE	08/27/2021	156.34
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	104.07
6146	City Of Highland	UTILITY CHARGE	08/27/2021	4,309.04
6176	Highland's Tru Buy	WATER	08/27/2021	104.16
6210	O'Reilly Automotive Inc.	OIL FILTER FOR ZERO TURN	08/27/2021	235.22
6219	Power Line Supply	M2-PRCS FlyPro Mavic 2 multi battery charger	08/27/2021	352.63
6251	TURF GATOR LLC	APPLICATION FOR ROUND ABOUTS	08/27/2021	100.00

Total for Department: 102 Electric Production 1,080,625.81

Department: 104 Electric Distribution

6116	Ameren Illinois	OPTIONAL LIGHTING CHARGE	08/27/2021	24.85
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	938.75
6163	Fletcher Reinhardt Company	PSC206-0700 Bracket Secondary Single Wire	08/27/2021	2,352.01
6168	Graybar	WP101 Meter Seal	08/27/2021	1,280.00
6176	Highland's Tru Buy	WATER	08/27/2021	104.16
6191	Mastercard	QTY 18 - HEARSAVER CPR / AED CARDS	08/27/2021	306.00
6210	O'Reilly Automotive Inc.	OIL & AIR FILTER, FUEL/WTR SEP FOR BUCKET TRUCK #98	08/27/2021	302.15
6219	Power Line Supply	Aervoe 201 Red Marking Paint	08/27/2021	2,072.00
6220	R P Lumber Co Inc	30amp plug fuses	08/27/2021	6.89
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	237.78

Total for Department: 104 Electric Distribution 7,624.59

Total for Fund:101 Electric Fund 1,085,866.38

Fund: 111 FTTP Fund

Department: 000

6072	DONALD AUGUSTIN	HCS REFUND	08/16/2021	41.18
6073	ABRAHAM BRIAN	HCS REFUND	08/16/2021	12.06
6074	EDWARD BURRIS	HCS REFUND	08/16/2021	116.95
6075	EVANGELICAL UCC	HCS REFUND	08/16/2021	97.68
6076	CARRIE FINLEY	HCS REFUND	08/16/2021	62.92
6077	LLOYD FURLONG	HCS REFUND	08/16/2021	27.40
6078	TIM GILLESPIE	HCS REFUND	08/16/2021	20.31
6079	JORDYN GRAWE	HCS REFUND	08/16/2021	23.77
6080	DOROTHY HELMER	HCS REFUND	08/16/2021	22.44
6081	ALEX HUFFORD	HCS REFUND	08/16/2021	9.85
6082	VICKIE JARRELL	HCS REFUND	08/16/2021	74.32
6083	CHARLES KOPSIC	HCS REFUND	08/16/2021	43.83
6084	JEAN OESTRINGER	HCS REFUND	08/16/2021	77.10
6085	FELICIA O'GARA	HCS REFUND	08/16/2021	3.15
6086	DAVID SHELTON	HCS REFUND	08/16/2021	18.10
6087	SANDRA SWIFT	HCS REFUND	08/16/2021	43.80
6088	DORCAS THOMPSON	HCS REFUND	08/16/2021	37.76
6089	WILBERT WHEELER	HCS REFUND	08/16/2021	26.95
6090	STAN WILKE	HCS REFUND	08/16/2021	39.59
6091	THOMAS WILKEN	HCS REFUND	08/16/2021	6.19
6092	BEV WILKES-NULL	HCS REFUND	08/16/2021	61.77
6093	JEAN YOUNG	HCS REFUND	08/16/2021	13.08

Total for Department: 000 880.20

Department: 111

ACH PAID	CARDPOINT MERCHANT SERVICES	AUGUST CREDIT CARD FEES	08/26/2021	1,717.60
6107	4COM Inc	AUGUST 2021 PROGRAMMING	08/27/2021	11,994.58
6114	AMAZON CAPITAL SERVICES	QTY 10 - ETHERNET ADAPTER FOR AMAZON FIRE TV DEVICES	08/27/2021	119.80
6115	AMAZON CAPITAL SERVICES	QTY 1 - ASPRINK LABEL TAPE FOR DYMO LABEL MAKER	08/27/2021	1,238.58
6116	Ameren Illinois	GAS CHARGES - HCS	08/27/2021	50.84
6117	Aramark Uniform Services	RUG SERVICE	08/27/2021	91.70
6127	BEST Engineered Systems Technology C	IST MAN / 2ND MAN AFTER HRS EMERGENCY FIBER SPLICE , EXCAVATC	08/27/2021	2,395.00
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	625.47
6145	Home Box Office Cinemax	AUGUST VIDEO CONTENT FEE	08/27/2021	60.00
6147	City Utilities	UTILITIES - HCS	08/27/2021	5,245.96
6149	Constellation NewEnergy Gas Division, I	GAS SERVICE	08/27/2021	1.64
6171	Home Box Office HBO	AUGUST VIDEO CONTENT FEE	08/27/2021	202.50
6174	Highland Chamber Of Commerce	BUSINESS PARTNER EMPLOYEES MEMBERSHIP DUES/ MEMBERSHIP AD	08/27/2021	259.00
6191	Mastercard	FUEL - FIBER CONNECT 2021	08/27/2021	1,399.54
6199	Missouri Network Alliance LLC	DATA CONTENT FEE	08/27/2021	20,719.57



6218	POWER & TELEPHONE	PSI Power supply 12 VDC	08/27/2021	2,294.88
6241	TELIA CARRIER	TELIA ETHERNET VIRTUAL PRIVATE LINE	08/27/2021	4,280.00
6243	The Mail Box Store	SHIPPING CHARGES	08/27/2021	83.45
6247	TIVO PLATFORM TECHNOLOGIES L	NC PT MOBI- 239 ACCTS, 36 NDVR ADDTL USAGE,111.5 STREAMS ADDTL	08/27/2021	2,500.00
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	329.14

Total for Department: 111 55,609.25

Total for Fund:111 FTTP Fund 56,489.45

Fund: 201 Water Fund

Department: 000 Balance Sheet Accounts

6099	SARAH FRANKLIN	Refund Check 022012-000	08/24/2021	4.12
6100	AMBER LIVASY	Refund Check 021724-000	08/24/2021	6.63
6101	MILES MAGGIO	Refund Check 022106-000	08/24/2021	0.06
6102	MCKAY INVESTMENTS REALTY IN	Refund Check 022256-000	08/24/2021	50.37
6104	BRYAN & TRACY SMITH	Refund Check 010735-001	08/24/2021	22.81

Total for Department: 000 Balance Sheet Accounts 83.99

Department: 201 Water Admin

6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	104.06
6149	Constellation NewEnergy Gas Division, I	GAS SERVICE	08/27/2021	4.51
6244	Third Millennium Assoc Inc	Utility Bill Printing Service	08/27/2021	278.56
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	51.29

Total for Department: 201 Water Admin 438.42

Department: 202 Water Production

6116	Ameren Illinois	Utilities	08/27/2021	58.04
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	417.35
6143	Cedarchem	Cedarfloc 526	08/27/2021	2,875.00
6147	City Utilities	Utilities	08/27/2021	13,803.54
6149	Constellation NewEnergy Gas Division, I	GAS SERVICE	08/27/2021	7.38
6151	Corsair Controls Inc	Chemical Pump Wiring Upgrade	08/27/2021	9,944.00
6156	DPC Enterprises, L.P	Chlorine Gas	08/27/2021	580.00
6158	Energy Wise	Replace Compres.Cont.&Filter Dryer on Condens.Unit.-Parts/Labor	08/27/2021	3,593.00
6170	Hach Company	Lab chemicals	08/27/2021	305.12
6179	Huels Oil Co	Oil - Various Grades	08/27/2021	1,134.25
6181	Illinois Electric Inc	On-SiteT/S Booster Pump VFD Tripping	08/27/2021	437.50
6254	USA Blue Book	Free Ammon. Chemkey, Hach MonoChloram.,Total Chlorine,Free Chlor	08/27/2021	199.35
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	153.22
6262	Water Solutions Unlimited	Phosphate	08/27/2021	5,189.50

Total for Department: 202 Water Production 38,697.25

Department: 203 Water Distribution

6116	Ameren Illinois	GAS CHARGE	08/27/2021	9.70
6120	Aviston Lumber Company	Fan Jobsite 18V	08/27/2021	44.75
6137	Broadway Battery & Tire	Truck # 54 Labor, Valve Stem	08/27/2021	16.00
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	156.64
6147	City Utilities	Utilities	08/27/2021	302.66
6191	Mastercard	Russell Cellular - Otterbox phone case	08/27/2021	27.08
6194	METTLER ATV & SMALL ENGINE	2000 Kawaski Repair	08/27/2021	147.70
6197	Midwest Municipal Supply Inc	1/4" Med Ext Kit 6"	08/27/2021	381.71
6207	Nu Way Concrete Forms Troy LLC	Cones - Freight	08/27/2021	7.73
6228	Schulte Supply Inc	6" Wedge Action Retainer color coded black	08/27/2021	2,017.60
6238	Travis Tebbe	REIMBURSEMENT FOR CDL LICENSE	08/27/2021	30.68
6240	Teklab Inc	Coliform, Total Membrane Filter	08/27/2021	187.20
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	153.37

Total for Department: 203 Water Distribution 3,482.82

Total for Fund:201 Water Fund 42,702.48

Fund: 301 Sewer Fund

Department: 000 Balance Sheet Accounts

6099	SARAH FRANKLIN	Refund Check 022012-000	08/24/2021	4.15
6100	AMBER LIVASY	Refund Check 021724-000	08/24/2021	6.75
6101	MILES MAGGIO	Refund Check 022106-000	08/24/2021	0.06
6102	MCKAY INVESTMENTS REALTY IN	Refund Check 022256-000	08/24/2021	50.42
6104	BRYAN & TRACY SMITH	Refund Check 010735-001	08/24/2021	23.21

Total for Department: 000 Balance Sheet Accounts 84.59

Department: 301 Sewer Admin

6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	104.06
6225	ROBERT (BOB) SANDERS WASTE S	PW RECYCLING SERVICES	08/27/2021	7.50
6244	Third Millennium Assoc Inc	Utility Bill Printing Service	08/27/2021	278.57
Total for Department: 301 Sewer Admin				390.13

Department: 303 Sewer Collection

6116	Ameren Illinois	GAS CHARGE	08/27/2021	9.71
6120	Aviston Lumber Company	Fan Jobsite 18V	08/27/2021	44.75
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	156.64
6147	City Utilities	Utilities	08/27/2021	302.64
6191	Mastercard	Russell Cellular - Otterbox phone case	08/27/2021	27.08
6194	METTLER ATV & SMALL ENGINE	2000 Kawaski Repair	08/27/2021	147.70
6207	Nu Way Concrete Forms Troy LLC	Cones - Freight	08/27/2021	7.72
6228	Schulte Supply Inc	Gren Mkg. Paint, 4"x5" Green Mkg. flag w/ white lettering-Sewer	08/27/2021	285.10
6238	Travis Tebbe	REIMBURSEMENT FOR CDL LICENSE	08/27/2021	30.67
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	30.06
Total for Department: 303 Sewer Collection				1,042.07

Department: 304 Water Reclamation Facility

6108	A 1 Security Specialist Inc	Replace lock, adjust & repair 4 locks	08/27/2021	283.33
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	417.35
6147	City Utilities	Utilities	08/27/2021	12,072.06
6148	Clinton County Garage Door	Service Call Broken Spring, Repair, Labor	08/27/2021	1,456.00
6178	HOUSE OF TOOLS & ENGINEERING	#1 Atlas Copco Air Compressor Service - (Semi Annual Maintenance	08/27/2021	626.67
6240	Teklab Inc	HWRP Domestic Sampling	08/27/2021	1,271.00
6254	USA Blue Book	Paper Filter Element F8-110 & F8-108	08/27/2021	382.01
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	114.48
Total for Department: 304 Water Reclamation Facility				16,622.90

Department: 305 WRF Pretreatment

6147	City Utilities	Utilities	08/27/2021	18.00
6235	Stinson Leonard Street	Clean Water Act Matters - Services thru July 2021	08/27/2021	78.00
Total for Department: 305 WRF Pretreatment				96.00

Total for Fund:301 Sewer Fund 18,235.69

Fund: 401 Ambulance Fund

Department: 000 Balance Sheet Accounts

ACH PAID	CARDPOINT MERCHANT SERVICES AUGUST CREDIT CARD FEES		08/26/2021	245.54
Total for Department: 000 Balance Sheet Accounts				245.54

Department: 401 Ambulance Fund

6109	Airgas USA,LLC	OXYGEN	08/27/2021	111.76
6110	Albers Fire Prot. Equipment Inc.	QTY -4 FIRE EXTINGUISHER INSPECTION, QTY-2 NEW FIRE EXTINGUISHI	08/27/2021	297.50
6114	AMAZON CAPITAL SERVICES	A-TECH 16GB KIT DESKTOP COMPUTER MEMORY RAM UPGRADE	08/27/2021	-102.84
6119	AT&T MOBILITY	EMS AIRE CARDS	08/27/2021	68.20
6134	Bound Tree Medical, LLC	EMS SUPPLIES	08/27/2021	897.07
6137	Broadway Battery & Tire	APPLIANCE RPWFE	08/27/2021	49.19
6142	CDW G Inc	BCDA EMAIL SEC GTW LIC 400, BARRACUDA EMAIL SEC GTWY ATP LIC	08/27/2021	730.63
6180	JOYCE HUNTER	AMBULANCE REFUND	08/27/2021	83.01
6191	Mastercard	1 YEAR SUBSCRIPTION - WEATHERTAP	08/27/2021	310.77
6193	McKay Auto Parts Inc	QTY 1 - TERRA -CAIR	08/27/2021	10.99
6204	MUNICIPAL EMERGENCY SERVICE	PROFESSIONAL S/S T COLOR FIRE NAVY - QTY 3	08/27/2021	103.21
6253	UPS	SHIPPING CHARGES	08/27/2021	13.18
6255	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	08/27/2021	261.13
6263	WEBER GRANITE CITY FORD LLC	MTN / REPAIRS TO UNIT #1542	08/27/2021	3,379.07
6272	Zoll Data Systems Inc	SOFTWARE SYSTEM QTR MTN 09/01/2021 - 11/30/2021	08/27/2021	1,950.00
Total for Department: 401 Ambulance Fund				8,162.87
Total for Fund:401 Ambulance Fund				8,408.41

Fund: 713 Solid Waste Fund

Department: 000 Balance Sheet Accounts

6101	MILES MAGGIO	Refund Check 022106-000	08/24/2021	0.13
6104	BRYAN & TRACY SMITH	Refund Check 010735-001	08/24/2021	19.63

Total for Department: 000 Balance Sheet Accounts 19.76

Department: 713 Solid Waste Fund

6225	ROBERT (BOB) SANDERS WASTE S <sup>Y</sup> COMMERCIAL AND RESIDENTIAL TRASH SERVICES	08/27/2021	138,617.00
6244	Third Millennium Assoc Inc Utility Bill Printing Service	08/27/2021	278.56

Total for Department: 713 Solid Waste Fund 138,895.56

Total for Fund: 713 Solid Waste Fund 138,915.32

**Grand Total** **\$ 1,517,517.11**

Accepted by City Council September 7, 2021

Mayor: \_\_\_\_\_ Clerk: \_\_\_\_\_