

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, AUGUST 17, 2020
7:00 PM**

**NOTE: This meeting will be conducted via phone conference as part of COVID-19 response.
Please see page 4 of this agenda for instructions for submitting public comments and for monitoring the meeting**

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of August 3, 2020 Regular Session (attached)

MOTION – Approve Minutes of August 3, 2020 Special Session (attached)

PUBLIC HEARING:

A hearing will be held to receive comments from the public regarding the proposed annexation agreement between the City of Highland and DK7 Properties concerning property proposed to be Annexed, located at 12254 and 12258 Highland Road (attached)

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Road Closure Request – Highland Community Schools District No. 5
2. Chamber of Commerce – 2020 Virtual Street Art Fest – Nancie Zobrist, Chamber of Commerce Executive Director

Anyone wishing to address the Council on any subject may submit their comments by following the instructions on page 4 of this agenda.

B. Requests of Council:

C. Staff Reports:

NEW BUSINESS:

A. **MOTION** – Approve Mayor's Reappointment of Bill Koehnemann and Anthony Walker to the Combined Planning and Zoning Board (attached)

B. **MOTION** – Award Bid #PW-21-19, for Water Main Improvements FY2020 (attached)

Continued

- C. **MOTION** – Approve Notice of Municipal Letting, Bid #BZ-10-2020, for Demolition of Structures Fixtures (attached)
- D. **MOTION** – Bill #20-91/RESOLUTION Approving and Authorizing the Execution of A Proposal for Professional Engineering Services and Surveying Services with Oates Associates, Inc. for the Proposed Broadway Streetscape Phase One Construction (attached)
- E. **MOTION** – Bill #20-92/RESOLUTION Approving and Authorizing Execution of Refuse Collection Contact with Robert “Bob” Sanders Waste Systems, Inc., for the One Year Period from October 1, 2020 Through September 30, 2021 (attached)
- F. **MOTION** – Bill # 20-93/ORDINANCE Approving TIF #2 Bond Refinancing (attached)
- G. **MOTION** – Bill #20-94/RESOLUTION Authorizing Sole Source Purchase of Services from Tantalus Systems, Inc. for Annual Maintenance and Technical Support (attached)
- H. **MOTION** – Bill #20-95/ORDINANCE Amending Chapter 6, of The Code of Ordinances, City of Highland, Alcoholic Liquor, to Increase the Number of A2 Liquor Licenses to Five, and Decrease the Number of D2 Liquor Licenses to Ten (attached)
- I. **MOTION** – Bill #20-96/RESOLUTION Issuing an “A2” Liquor License and Withdrawing a “D2” Liquor License for DiMaggio’s Pizza & Pasta of Illinois, LLC, d/b/a DiMaggio’s Pizza Sip Spin Win, Pursuant to Chapter 6, of The Code of Ordinances, City of Highland, Entitled Alcoholic Liquor (attached)
- J. **MOTION** – Bill #20-97/RESOLUTION Approving Annexation Agreement with Dk7 Properties, LLC (attached)
- K. **MOTION** – Bill #20-98/ORDINANCE Annexing Certain Property to The City of Highland, Madison County, Illinois, Owned by Dk7 Properties, LLC and Commonly known as 12254 and 12258 Highland Road, Bearing Pin: 01-1-24-06-00-000-024.001 (attached)
- L. **MOTION** – Bill #20-99/ORDINANCE Approving Rezoning of Real Property Commonly Known as 12254 and 12258 Highland Road, Bearing Pin: 01-1-24-06-00-000-024.001 from “R1c” Single Family Residential District to “I” Industrial (attached)

Continued

- M. **MOTION** – Bill#20-100/RESOLUTION Making Separate Statement of Findings of Fact in Connection with Ordinance Granting Special Use Permit for Bar or Tavern within the Industrial (“I”) Zoning District Located at Property Commonly known as 12258 Highland Road (attached)
- N. **MOTION** – Bill #20-101/ORDINANCE Granting a Special Use Permit to Dk7 Properties, LLC for a Bar or Tavern within the Industrial (“I”) Zoning District at Real Property Commonly Known as 12258 Highland Road, Bearing Pin #01-1-24-06-00-000-024.001 (attached)
- O. **MOTION** – Bill #20-102/ORDINANCE Amending Chapter 6, of The Code of Ordinances, City of Highland, Alcoholic Liquor, to Increase the Number of “A2” Liquor Licenses to Six (attached)
- P. **MOTION** – Bill #20-103/RESOLUTION Issuing an “A2” Liquor License for Old Time Pub, LLC, Pursuant to Chapter 6, of the Code of Ordinances, City of Highland, Entitled Alcoholic Liquor (attached)
- Q. **MOTION** – Bill #20-104/RESOLUTION Making Separate Statement of Findings of Fact in Connection with Ordinance Granting Special Use Permit for Bar / Tavern within the C-3 Zoning District (attached)
- R. **MOTION** – Bill #20-105/ORDINANCE Granting a Special Use Permit to Brandy and Bill Holman to Allow a Bar / Tavern within the C-3 Zoning District at 101 Walnut Street, Highland, Illinois (Pin# 02-2-18-32-15-401-002) (attached)
- S. **MOTION** – Bill #20-106/RESOLUTION Making Separate Statement of Findings of Fact in Connection with Ordinance Granting Special Use Permit for Duplex within the C-2 Zoning District (attached)
- T. **MOTION** – Bill #20-107/ORDINANCE Granting a Special Use Permit to Michael Gilomen to Allow a Two-Family Dwelling within the C-2 Zoning District at 513 and 519 12th Street, Pin# 01-2-24-05-10-101-005 & Pin# 01-2-24-05-10-101-006 (attached)

REPORTS:


- A. **MOTION** – Approve Warrant #1174 and #1175 (attached)

Continued

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 Speraneo, ADA Coordinator, by 3:00 PM on Monday, August 17 2020, by calling 618-654-7115.
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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 #: 756163

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 or, by using the citizens’ portal on the city’s website found here: https://www.highlandil.gov/citizen_request_center_app/index.php. Any comments received prior to the end of the “Public Forum” portion of the meeting, will be read into the record.

**PUBLIC NOTICE
CITY OF HIGHLAND**

The City Council of the City of Highland will hold a Public Hearing on Monday, August 17, 2020, at 7:00 PM in the City Council Chambers at City Hall, 1115 Broadway, Highland IL to consider whether the City should enter into a proposed Annexation Agreement with DK7 Properties, LLC, a limited liability corporation, to annex real estate described as follows to this City upon the terms and conditions of the agreement.

The legal description of the real estate is:

Part of the Northeast Quarter of Section 6, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Northeast Quarter; thence N. 00 degrees 00 minutes 00 seconds E. (bearing assumed) along the East line of said Southwest Quarter of the Northeast Quarter, 491.04 feet, to the centerline of Highland and St. Jacob Road; thence S. 68 degrees 54 minutes 42 seconds W. along said centerline, 131.01 feet to the point of beginning; thence continuing along said centerline S. 68 degrees 54 minutes 42 seconds W., 325.06 feet; thence S. 06 degrees 23 minutes 17 seconds W., 149.16 feet; thence N. 88 degrees 26 minutes 11 seconds E., 320.00 feet; thence N. 00 degrees 00 minutes 00 seconds E. 256.46 feet to the point of beginning.

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

Situated in Madison County, Illinois

PPN: 01-1-24-06-00-000-024.001

**Commonly known as: 12258 Highland Road, Highland, Illinois, and
 12254 Highland Road, Highland, Illinois**

Published by Order of the City Council

Mark Latham, City Manager



City of Highland
Public Safety Department

Christopher J. Conrad, Public Safety Director

To: Honorable Mayor Michaelis, City Council and City Manager Latham
From: Chief Conrad
Date: August 7, 2020
Re: Daily road closure on Lindenthal for the Elementary school

As part of their response to children returning to school during this Coronavirus pandemic and exploring all options to maintain social distancing while the children are at school, Highland CUSD 5 is proposing to increase the use of the 4 diamonds property.

Currently the elementary and Upper Elementary schools use the 4 diamonds on a limited basis for certain PE classes and the occasional outdoor classroom activity. In the interest of maintaining social distancing and offering the children periods of time without requiring the use of masks, Highland CUSD5 is planning on making a more frequent use of the 4 diamonds property, especially during the hours of 10am and 2:15pm, during which the students have lunch and recess activities.

In the interest of protecting the students who will be crossing the street during those hours, and relieving the Highland CUSD5 of the need of hiring additional personnel to monitor the roadway crossing, I respectfully request that we authorize the school district to close Lindenthal Ave to traffic between the hours of 10:00am and 2:15pm. This closure will be limited to the 1800 Block are between Oak Street and Spruce Street. All other streets around the 4 diamonds will remain open, as will Park Hill Dr. The school district will provide the barricades and the staff to make the daily closures.

As a reminder, the Lindenthal Campus houses our K-5th grade students of Highland CUSD5.

Recommendation: Allow daily road closures on Lindenthal Ave between Oak and Spruce Streets to be done by school staff between the hours of 10am and 2:15pm.

Impact: There is no financial impact to the city in either staff or material, and the impact on the community is minimal as the closures will not prevent access to any businesses or residences.

MEMO TO: City Council Members

FROM: Joseph R. Michaelis, Mayor

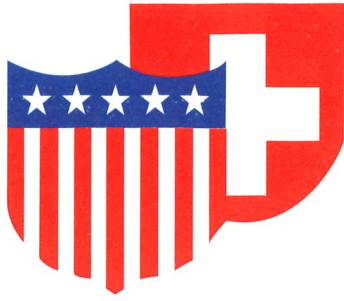
SUBJECT: Re-Appointments to Combined Planning & Zoning Board

DATE: August 17, 2020

The current terms of Mr. Bill Koehnemann and Mr. Anthony Walker of the Combined Planning and Zoning Board will expire on August 31. Each of them has proven to be an asset on the board and has agreed to serve an additional term.

I am therefore asking that you approve the re-appointments of Bill Koehnemann and Anthony Walker to the Combined Planning and Zoning Board for an additional five-year term which will expire August 31, 2025.

If you have any questions regarding these reappointments, please contact me prior to the council meeting.



City of Highland

MEMO TO: Mark Latham, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: August 12, 2020
SUBJECT: Water Main Improvements FY 2020, PW-21-19
Recommendation for Award

RECOMMENDATION

I recommend that you request council approval to award a construction contract for the above referenced project to Korte and Luitjohan Contractors, Inc. in Highland, IL for \$321,951.25.

DISCUSSION

We received and opened bids on August 12, 2020. See the attached tabulation sheet for details.

The project will target the following mains:

- Through the Sharpshooters (fairgrounds) property from Lindenthal Avenue southerly along Parkhill Drive to Hill Crest Drive
- From the north end of Pike Drive East (St. Paul cemetery) north then east to Rinderer Park
- 3rd Street from Walnut to the west
- Commitment for Raeber property near the Highland Cemetery

FISCAL IMPACT

This project will utilize Water funds in FY 2021.

CONCURRENCE

Recommended by: _____

Joe Gillespie
Joe Gillespie, Director of Public Works

Approved by: _____

Mark Latham
Mark Latham, City Manager

Mark Latham, City Manager

JOB NAME: Water Main Improvements FY 2020 PW-21-19

OWNER: City of Highland, IL

DATE/TIME: August 12, 2020 @ 10:00 A.M.

PLACE: Department of Public Works

C&A PROJECT NO.: 2019.117

CONTRACTOR

TOTAL BID

(1). Korte + Luitjohan Contractors Highland, IL

\$ 321,951.²⁵

(2). Haier Plumbing + Heating Okawville, IL

\$ 349,977.⁰⁰

(3). Kama dulsKi Excavating Granite City, IL

\$ 378,831.⁰⁰

(4). Gelly Excavating + Const. Highland, IL

\$ 427,725.⁰⁰

(5). TEK Const. Inc. Bartelso, IL

\$ 331,858.⁰⁰

(6).

(7).

(8).

(9).

(10).

(11).

(12).

Opened by: *Joe Gillespie*

Recorded by: *Jana R. Hediger*



August 13, 2020

(2019.117)

Joe Gillespie, Director of Public Works
City of Highland
P.O. Box 218
Highland, IL 62249-0218

Re: Water Main Improvements FY2020 – PW-21-19
Highland, Illinois

Dear Joe:

Bids for the above referenced project were opened on August 12, 2020. The following bids were received:

	<u>Bid</u>
Korte and Luitjohan Contractors	\$321,951.25
TEK Construction	\$331,858.00
Haier Plumbing and Heating	\$349,977.00
Kamadulski Excavating	\$378,831.00
Gelly Excavating and Construction	\$427,725.00

Due to the need for this project, we respectfully recommend that the bid in the amount of \$321,951.25 be awarded to Korte and Luitjohan Contractors.

We have also enclosed a bid tabulation for the project.

Do not hesitate to contact us if you have any questions.

Very truly yours,
CURRY & ASSOCIATES ENGINEERS, INC.

Roger Mensing, P.E.

cc w/encl: Mark Latham, City Manager
File 18.76

BID TABULATION

OWNER: City of Highland, IL DESC.: Water Main Improvements FY 2020 PW-21-19 DATE/TIME: August 12, 2020 @ 10:00 A.M. LOCATION: Department of Public Works JOB NO.: 2019.117	CONTRACTOR: Korte & Luitjohan Contractors, Inc. 12052 Highland Road Highland, IL 62249	CONTRACTOR: TEK Construction, Inc. 12120 Pioneer Road Bartelso, IL 62218	CONTRACTOR: Haler Plumbing & Heating, Inc. 301 N. Elkton Street Okawville, IL 62271	CONTRACTOR: Kamadulski Excavating, Inc. 4336 Highway 162 Granite City, IL 62040	CONTRACTOR: Gelly Excavating & Construction 13297 Plocher Way Highland, IL 62249
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ITEM	UNIT OF MEASURE	QUANTITY	CONTRACTOR: Korte & Luitjohan Contractors, Inc.		CONTRACTOR: TEK Construction, Inc.		CONTRACTOR: Haler Plumbing & Heating, Inc.		CONTRACTOR: Kamadulski Excavating, Inc.		CONTRACTOR: Gelly Excavating & Construction		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1.	4" DR PVC Open Cut Water Main w/Tracer Wire	LF	280	\$17.00	\$4,760.00	\$13.50	\$3,780.00	\$24.00	\$6,720.00	\$24.00	\$6,720.00	\$25.00	\$7,000.00
2.	6" DR 18 PVC Open Cut Water Main w/Tracer Wire	LF	1625	\$22.50	\$36,562.50	\$11.40	\$18,525.00	\$27.40	\$44,525.00	\$20.00	\$32,500.00	\$28.00	\$45,500.00
3.	10" DR 18 PVC Open Cut Water Main w/Tracer Wire	LF	3375	\$22.85	\$77,118.75	\$18.00	\$60,750.00	\$27.00	\$91,125.00	\$18.00	\$60,750.00	\$22.00	\$74,250.00
4.	6" Restrained Joint DR 18 PVC Water Main Directional Bored into Place w/ Tracer Wire	LF	1260	\$38.00	\$47,880.00	\$44.00	\$55,440.00	\$38.00	\$47,880.00	\$55.50	\$69,930.00	\$66.50	\$83,790.00
5.	10" Restrained Joint DR 18 PVC Water Main Directional Bored into Place w/Tracer Wire	LF	320	\$64.00	\$20,480.00	\$70.50	\$22,560.00	\$72.00	\$23,040.00	\$99.00	\$31,680.00	\$106.00	\$33,920.00
6.	6" Gate Valve and C.I. Box	EA	1	\$950.00	\$950.00	\$1,400.00	\$1,400.00	\$863.00	\$863.00	\$1,100.00	\$1,100.00	\$1,780.00	\$1,780.00
7.	10" Gate Valve and C.I. Box	EA	2	\$2,150.00	\$4,300.00	\$2,800.00	\$5,600.00	\$2,245.00	\$4,490.00	\$2,800.00	\$5,600.00	\$2,980.00	\$5,960.00
8.	4" Valved Interconnect C.I.. Box	EA	1	\$1,900.00	\$1,900.00	\$3,000.00	\$3,000.00	\$2,380.00	\$2,380.00	\$3,100.00	\$3,100.00	\$3,100.00	\$3,100.00
9.	6" Valved Interconnect and C.I. Box	EA	4	\$2,100.00	\$8,400.00	\$3,200.00	\$12,800.00	\$3,370.00	\$13,480.00	\$3,350.00	\$13,400.00	\$3,300.00	\$13,200.00
10.	2" Flush Hydrant	EA	1	\$1,700.00	\$1,700.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,690.00	\$2,690.00
11.	6" 3-Way Fire Hydrant with Auxillary Gate Valve and C.I. Box	EA	5	\$3,300.00	\$16,500.00	\$3,900.00	\$19,500.00	\$4,150.00	\$20,750.00	\$3,840.00	\$19,200.00	\$3,995.00	\$19,975.00
12.	1" Water Service Replacement (Includes Tapping Saddle, Corp Stop, Box, Yoke, Lid and other fittings required to complete transfer.) Meter provided by City and installed by Contractor.	EA	14	\$1,200.00	\$16,800.00	\$1,300.00	\$18,200.00	\$940.00	\$13,160.00	\$1,100.00	\$15,400.00	\$1,300.00	\$18,200.00
13.	1" Water Service Reconnection (Includes Tapping Saddle, Corp. Stop and Connection to Existing Service Line)	EA	15	\$950.00	\$14,250.00	\$1,000.00	\$15,000.00	\$760.00	\$11,400.00	\$825.00	\$12,375.00	\$1,025.00	\$15,375.00
14.	1" Waer Service Reconnection on 10" Water Main. (Includes Tap, Corp. Stop, Curb Stop and Connection to Existing Service Line)	EA	6	\$1,100.00	\$6,600.00	\$1,100.00	\$6,600.00	\$930.00	\$5,580.00	\$1,025.00	\$6,150.00	\$1,200.00	\$7,200.00
15.	1" Water Service Reconnection (Includes Tap, Corp. Stop and Connection to Existing Service Line)	EA	2	\$950.00	\$1,900.00	\$900.00	\$1,800.00	\$650.00	\$1,300.00	\$615.00	\$1,230.00	\$850.00	\$1,700.00
16.	1" Water Service Replacement (Includes Tapping Saddle, Corp. Stop, Box, Yoke, Lid and other fittings required to complete transfer). Meter provided by City and installed by Contractor.	EA	1	\$1,600.00	\$1,600.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,250.00	\$3,250.00	\$2,950.00	\$2,950.00
17.	2" Water Service Replacement (Includes Tapping Saddle, Corp. Stop, Box, Yoke, Lid and other fittings required to complete transfer). Meter provided by City and installed by Contractor.	EA	2	\$1,750.00	\$3,500.00	\$3,300.00	\$6,600.00	\$3,100.00	\$6,200.00	\$3,260.00	\$6,520.00	\$3,290.00	\$6,580.00
18.	Connect to Existing Service Line, Remove Existing Meter Vault South of Swimming Pool, Fill with Suitable Soil, and Seed	LS	1	\$1,000.00	\$1,000.00	\$2,600.00	\$2,600.00	\$939.00	\$939.00	\$2,200.00	\$2,200.00	\$2,100.00	\$2,100.00
19.	Connect to Existing Service Line, Remove Existing Meter Vault South of Swimming Pool. Dowell and Fill with Concrete.	LS	1	\$1,200.00	\$1,200.00	\$2,300.00	\$2,300.00	\$600.00	\$600.00	\$3,300.00	\$3,300.00	\$1,800.00	\$1,800.00
20.	Remove Existing Meter Vault, Provide New Concrete 3" Meter Vault, Fittings, Hatch, Connection with Existing Main Adjacent to 4H Barn, complete	LS	1	\$12,150.00	\$12,150.00	\$9,800.00	\$9,800.00	\$8,305.00	\$8,305.00	\$11,690.00	\$11,690.00	\$8,130.00	\$8,130.00
21.	Fill Existing Meter Vault, Provide New Concrete 3" Meter Vault, Fittings, Hatch, Connection with Existing Main Adjacent to 4H Barn, complete	LS	1	\$600.00	\$600.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$2,600.00	\$2,600.00	\$1,150.00	\$1,150.00
22.	1" Type K Copper Service Line Directional Bored into Place	LF	800	\$18.00	\$14,400.00	\$25.00	\$20,000.00	\$16.00	\$12,800.00	\$31.00	\$24,800.00	\$27.00	\$21,600.00
23.	1" Type K Copper Service Line (Open Cut)	LF	200	\$16.00	\$3,200.00	\$9.00	\$1,800.00	\$16.00	\$3,200.00	\$15.00	\$3,000.00	\$21.00	\$4,200.00
24.	1.5" DR9 HDPE Service Line (Directional Bored)	LF	200	\$23.00	\$4,600.00	\$25.00	\$5,000.00	\$14.00	\$2,800.00	\$33.00	\$6,600.00	\$28.00	\$5,600.00
25.	2" DR9 HDPE Service Line (Open Cut)	LF	180	\$15.00	\$2,700.00	\$6.10	\$1,098.00	\$17.00	\$3,060.00	\$16.00	\$2,880.00	\$21.00	\$3,780.00
26.	4" Cap	EA	2	\$500.00	\$1,000.00	\$300.00	\$600.00	\$450.00	\$900.00	\$483.00	\$966.00	\$950.00	\$1,900.00
27.	6" Cap	EA	1	\$500.00	\$500.00	\$320.00	\$320.00	\$750.00	\$750.00	\$507.00	\$507.00	\$985.00	\$985.00
28.	10" Cap	EA	1	\$600.00	\$600.00	\$450.00	\$450.00	\$900.00	\$900.00	\$803.00	\$803.00	\$1,200.00	\$1,200.00
29.	4" non-pressure connection to existing water main.	EA	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,878.00	\$2,878.00	\$2,800.00	\$2,800.00
30.	Temporary 6" cap during pressure test and subsequent non-pressure connection to existing water main	EA	1	\$500.00	\$500.00	\$1,750.00	\$1,750.00	\$1,100.00	\$1,100.00	\$978.00	\$978.00	\$1,500.00	\$1,500.00
31.	Temporary 10" cap during pressure test and subsequent non-pressure connection to existing water main.	EA	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,479.00	\$1,479.00	\$1,860.00	\$1,860.00
32.	Remove Existing Valve Box	EA	3	\$50.00	\$150.00	\$115.00	\$345.00	\$100.00	\$300.00	\$418.00	\$1,254.00	\$650.00	\$1,950.00
33.	CA-7 granular cradle and backfill	TONS	50	\$26.00	\$1,300.00	\$25.00	\$1,250.00	\$21.00	\$1,050.00	\$23.00	\$1,150.00	\$18.00	\$900.00
34.	CA-6 compacted aggregate base course	TONS	50	\$22.00	\$1,100.00	\$23.00	\$1,150.00	\$21.00	\$1,050.00	\$21.00	\$1,050.00	\$36.00	\$1,800.00
35.	Remove Abandoned Fire Hydrant and Deliver to City Shed	EA	5	\$250.00	\$1,250.00	\$280.00	\$1,400.00	\$200.00	\$1,000.00	\$210.00	\$1,050.00	\$500.00	\$2,500.00
36.	Sawcut, Remove, and Replace Existing Pavement with 8" Concrete Patch	SY	20	\$80.00	\$1,600.00	\$150.00	\$3,000.00	\$120.00	\$2,400.00	\$180.00	\$3,600.00	\$315.00	\$6,300.00
37.	Sawcut, Remove, and Replace Existing Sidewalk	SF	20	\$15.00	\$300.00	\$35.00	\$700.00	\$20.00	\$400.00	\$110.00	\$2,200.00	\$62.00	\$1,240.00
38.	12" SDR 26 PVC Protective Casing at Sewer Crossing, If Necessary	LF	40	\$40.00	\$1,600.00	\$46.00	\$1,840.00	\$27.00	\$1,080.00	\$46.00	\$1,840.00	\$59.00	\$2,360.00
39.	Final Grading, Seed, and Mulch	LS	1	\$4,500.00	\$4,500.00	\$14,000.00	\$14,000.00	\$6,000.00	\$6,000.00	\$11,201.00	\$11,201.00	\$8,900.00	\$8,900.00
					\$321,951.25		\$331,858.00		\$349,977.00		\$378,831.00		\$427,725.00



City of Highland
Building and Zoning

August 12, 2020

To: Mark Latham, City Manager

From: Breann Speraneo, Director of Community Development

RE: 1808 Olive Street

I recommend publishing a Notice of Municipal Letting for the demolition of 1808 Olive Street.

The owner of this property passed away last year and the City of Highland has been working with the owner's family for several months to resolve issues with the property. The family has been working with an attorney to have the property quit claim deeded to the City of Highland, but there have been delays in the process.

On August 11th, the roof of the structure began to collapse. This recent development has further jeopardized the home's structural integrity and has created significant health and safety issues. In light of this, City Staff believes it is vital to have this property demolished as safely and quickly as possible.

City of Highland, Illinois

Notice of Municipal Letting

DEMOLITION OF STRUCTURES

1808 Olive Street

BZ-10-2020

The City of Highland, Illinois invites sealed bids for demolition of structures until 10:00 a.m., Monday, August 31, 2020. Bids are publicly opened and read at that time.

This project includes the demolition of the structures and restoration of the grounds at 1808 Olive Street in Highland, IL.

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

Copies of the bidding documents are available at the:

City of Highland
Building and Zoning Department
2610 Plaza Drive
Highland, Illinois 62249

There will be a non-refundable \$10.00 fee for any set picked up. Electronic versions are available upon request at no charge by calling (618) 654-7115 or by emailing highlandzoning@highlandil.gov.

By the order of the Mayor and City Council

Mark Latham, City Manager

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- Publish in The Pioneer's August 19, 2020 & August 26, 2020 editions.
 - Publish in the Troy Times-Tribune's August 20, 2020 and August 27, 2020 editions.

City of Highland, Illinois

Department of Community Development
Building and Zoning Division



**DEMOLITION OF STRUCTURES
1808 Olive Street, HIGHLAND, IL.
BZ-10-2020**

**Bid Opening: 10:00 a.m., Monday, August 31, 2020
City Hall
1115 Broadway
Highland, Illinois**

Approved by: _____ **Date:** _____
City Manager

Proposal Submitted by: _____

Building demolition is a “Public Works Construction” Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website.

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BID FORM

Bid of _____
Company Name

Address City State Zip Code

To: City of Highland, Illinois Date: _____

We hereby certify that we are the only party interested in this Bid as principals and that we have examined all the Contract documents and the Specifications.

In addition to this Bid, the undersigned herewith submits complete information including descriptive literature and product specifications to fully define the fencing material being offered.

AUTHORIZED
SIGNATURE: _____ TITLE: _____

Print Name: _____

1808 Olive Street \$ _____

Total Bid Price \$ _____

Building demolition is a "Public Works Construction" Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert
Names and
Addresses of
All Partners

} _____
} _____
} _____
} _____

(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Insert
Names of
Officers

} President _____
} Secretary _____
} Treasurer _____

Attest: _____
Secretary

CONTRACT ADMINISTRATION

INVITATION

The City of Highland, Illinois, will receive sealed bids until 10:00 a.m., Monday, August 31, 2020 at City Hall, at which time they will be publicly opened and read. After tabulation and review, bids will be presented to the City Council at its regular meeting scheduled for September 8, 2020 for consideration. If there are any questions concerning this solicitation, please contact Ms. Kim Kilcauski, Administrative Assistant at (618) 654-7115.

This contract is governed by Prevailing Wage regulations in the state of Illinois.

REQUIRED DOCUMENTS

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

The successful bidder must agree to, and sign, the "Hold Harmless Agreement" form included in this bid package. The form must be completed before execution of the Contract.

The bidder shall include with his/her bid a listing of all Subcontractors. Subcontractors that are deemed unacceptable by the City will not be allowed to work on this contract. Only Subcontractors detailed on the Bid form will be considered.

The successful bidder shall submit executed copies of Performance and Payment Bonds (separate), each in an amount equal to the Contract Price, and Certificate of Insurance as security for the faithful performance and payment of all Contractors' obligations under the Contract.

Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

- a. Contract Cover
- b. Bid Form
- c. Signatures
- d. Proposal Bid Security
- e. Certificate of Non-Delinquency of Tax
- f. Certificate of Compliance
- g. Certificate of Compliance Substance Abuse

BID SECURITY

Each bid shall be accompanied by a cash deposit, certified check, bid bond or irrevocable letter of credit made payable to the city of Highland, Illinois in the amount of five percent (5%) of the bid as guarantee that the Bidder will enter into the proposed contract within the time specified.

BASIS FOR CONTRACT AWARD

Bid sheets will be evaluated. The lowest responsible and responsive bid shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to the City Council approval).

BASIS OF PAYMENT

The contractor will be paid in monthly payments upon receipt of the contractor's invoice. The invoice shall be for actual progress as approved by the City's representative and documented on the schedule of prices. The invoices are due at the Department of Community Development seven (7) days prior to the scheduled council meeting. The city will withhold 10% from each invoice. After 50% or more of the work is completed, the City shall retain 5% of the total adjusted contract price from each invoice. Final payment and retainage shall not be released until all lien waivers are received from the Contractor, subcontractors and suppliers.

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

Building demolition is a "Public Works Construction" Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

SPECIFICATIONS

DESCRIPTION

The project consists of a wet demolition of the structures at 1808 Olive Street in Highland.

EXAMINATION OF THE SITE

It is recommended that the Bidder visit the project site to determine such details, which may require other incidental items affecting the cost of the work to be performed. Due to unsafe structural conditions, tours of the interior will not be permitted.

The cost of meeting existing topography features or any incidental work necessary for the successful completion of the project shall be considered incidental to the contract and no additional compensation will be allowed.

If the City determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

SAFETY AND HEALTH

The Contractor shall be responsible for enforcing all O.S.H.A. Safety and Health Standards (29 CFR 1926/1910), pertaining to the construction industry, as established by the United States Department of Labor, Occupational Safety and Health Administration 2207.

SAFETY AND PROTECTION

- A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety and precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the Work and other persons and organizations who may be affected thereby;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall

cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 2 or 3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- C. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.
- D. In EMERGENCIES affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss.
- E. CONTRACTOR shall give ENGINEER prompt, written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

DUST CONTROL

CONTRACTOR shall take dust suppression measures during all phases of demolition to ensure there are no visible emissions. This is generally considered as a "wet demolition." This requirement is independent of presence of non-friable asbestos containing material. Fire hydrants are not to be used as water source without expressed permission from the City of Highland.

REMOVAL OF STRUCTURES

The CONTRACTOR shall completely demolish and remove the main structure including all foundation, footing, and basement floors. In addition; the CONTRACTOR shall also remove all private sidewalks, driveways, basketball poles, fences, detached accessory structures and similar appurtenances located in and upon the premises.

BACKFILLING OF LOT

After the demolition and removal work described in the preceding paragraph, the CONTRACTOR shall backfill the lot up to the level grade of the existing surrounding area.

The CONTRACTOR shall backfill only with masonry rubble, sand, or clean dirt up to the level 12” below the grade of the existing surrounding area. Fill shall be compacted to 95% standard proctor. The top layer of fill is to be a minimum of 12” of soil capable of sustaining vegetative cover. Any open wells shall be filled in accordance with the State of Illinois regulations. Any cisterns or similar obstacles found on the site, shall be filled with masonry rubble, sand or clean dirt up to the grade level of the existing surrounding area.

The CONTRACTOR shall not backfill with lumber, lath, or other organic materials. The CONTRACTOR shall not backfill with slag.

The CONTRACTOR shall, after complete removal of the structures and backfilling of the excavated area, top dress, reseed and mulch the entire disturbed area to the satisfaction of the city of Highland.

PROTECTION OF PROPERTY

The CONTRACTOR shall be responsible for repairing any and all city of Highland improvements that may be damaged during the demolition project, including – but not limited to – streets, curbs, street signs, public sidewalks, sanitary sewer lines, storm sewer lines, and electric and fiber lines (regardless of whether those electric or fiber lines are aerial or buried).

The CONTRACTOR shall be responsible for repairing or restoring and all adjoining private properties to pre-construction condition, or better, that may become damaged during the demolition project, including – but not limited to- structures, open lands, private sidewalks, sewers, or other underground services lines that may not be visible otherwise.

UTILITIES

The CONTRACTOR shall notify all utility companies of the demolition prior to beginning the project. All rules and regulations of the utility companies and city or county codes must be complied with before, during and after the demolition project. Sanitary service sewers shall be plugged to prevent ground infiltration.

EROSION CONTROL

The CONTRACTOR shall, at all times, control any and all erosion and dust from the site resulting from the demolition and fill material of the project. Erosion control protection (silt fences) shall be placed on any downhill sides of the disturbed area as necessary. The CONTRACTOR shall remove the silt fences after sufficient vegetative cover is in place to check erosion.

OFF-SITE DISPOSAL

Material from the demolition which is not suitable for use as backfill material, shall not be used as backfill but, instead, shall be removed from the site of the work and disposed of at the CONTRACTOR's expense.

The CONTRACTOR must dispose of all such materials at a landfill permitted by the Illinois Environmental Protection Agency. The CONTRACTOR shall retain its receipts for disposal transactions, and shall present those receipts of all disposal transactions to the City before final payment to the CONTRACTOR.

The City will delay final acceptance and payment until all unauthorized material, remaining on the premises at the completion of the demolition work, has been removed from the site. The CONTRACTOR shall leave the premises in an orderly and clean condition, free of debris and building materials.

There is no guarantee of salvageable materials in the building(s) involved in this CONTRACT, and no responsibility shall be assumed by any party for loss of salvageable material.

The CONTRACTOR shall not burn any materials on site. The CONTRACTOR shall not bury any materials on site, except to the extent that the materials resulting from the demolition work are suitable for use as backfill, as set forth above.

PERMITS

The CONTRACTOR shall obtain the necessary demolition permits and perform all work in strict conformity therewith. The City shall waive all associated fees for its permits.

PROJECT ACCESS

The CONTRACTOR can access this project site with ingress and egress from Olive Street.

PHOTOS





EMPLOYMENT REQUIREMENTS AND WAGE RATES

1. The City of Highland is a “public body” and the subject of this Contract is a “public work” within the meaning of Section 2 of the Prevailing Wage Act (820 ILCS 130/2). Consequently, the project specifications require – and the Contract, when awarded, will require – that “not less than the prevailing rate of wages as found by the public body or Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the Contract.” *See* 820 ILCS 130/4(a-1). It shall be mandatory upon the contractor, to whom the contract is awarded, to insert into each subcontract and the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. *See* 820 ILCS 130/4(b). The City of Highland requires in all contractor’s and subcontractor’s bonds that the contractor or subcontractor include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract or other written instrument. *See* 820 ILCS 130/4(c). The City of Highland’s Prevailing Wage Ordinance, in effect at the time the Contract is awarded, adopts the specification of prevailing wage rates made by the Illinois Department of Labor, applicable to all laborers, workers and mechanics in Madison County, Illinois, for each craft or type of worker or mechanic needed to execute the contract. *See* 820 ILCS 130/4(c). The Illinois Department of Labor’s specification of prevailing wage rates in Madison County, Illinois, is set forth on the following pages:
2. The contractor, to whom the Contract is awarded, shall comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/), which requires – during any period of excessive unemployment in Illinois – that the contractor “employ at least 90% Illinois laborers on [the] project.” *See* 30 ILCS 570/3.

Building demolition is a “Public Works Construction” Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website.

Madison County Prevailing Wage Rates posted on 7/15/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	NW	ALL		31.19	31.69	1.5	1.5	2.0	2.0	6.70	17.78	0.00	0.80	
ASBESTOS ABT-GEN	SE	ALL		32.47	32.97	1.5	1.5	2.0	2.0	8.30	14.90	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.00	33.00	1.5	1.5	2.0	2.0	9.00	6.25	0.00	0.50	
BOILERMAKER	All	BLD		39.00	41.50	1.5	1.5	2.0	2.0	7.07	24.52	1.50	1.05	
BRICK MASON	All	BLD		34.15	36.20	1.5	1.5	2.0	2.0	9.35	13.30	0.00	0.87	
CARPENTER	All	ALL		40.37	41.87	1.5	1.5	2.0	2.0	7.72	10.05	0.00	0.65	
CEMENT MASON	All	ALL		35.25	36.25	1.5	1.5	2.0	2.0	10.00	14.75	0.00	0.45	
CERAMIC TILE FINISHER	All	BLD		26.99		1.5	1.5	2.0	2.0	8.00	6.98	0.00	0.81	
ELECTRIC PWR EQMT OP	NW	ALL		45.78	45.78	1.5	1.5	2.0	2.0	6.50	12.82	0.00	0.46	2.75
ELECTRIC PWR EQMT OP	SE	ALL		47.37	57.10	1.5	1.5	2.0	2.0	6.95	13.27	0.00	0.47	
ELECTRIC PWR GRNDMAN	NW	ALL		29.38	29.38	1.5	1.5	2.0	2.0	6.50	8.23	0.00	0.29	2.75
ELECTRIC PWR GRNDMAN	SE	ALL		35.36	57.10	1.5	1.5	2.0	2.0	5.19	9.91	0.00	0.35	
ELECTRIC PWR LINEMAN	NW	ALL		53.45	56.48	1.5	1.5	2.0	2.0	6.50	14.96	0.00	0.53	2.75
ELECTRIC PWR LINEMAN	SE	ALL		54.47	57.10	1.5	1.5	2.0	2.0	7.99	15.26	0.00	0.54	
ELECTRIC PWR TRK DRV	NW	ALL		34.18	34.18	1.5	1.5	2.0	2.0	6.50	9.58	0.00	0.34	2.75
ELECTRIC PWR TRK DRV	SE	ALL		38.66	57.10	1.5	1.5	2.0	2.0	5.67	10.84	0.00	0.39	
ELECTRICIAN	NW	ALL		44.35	46.60	1.5	1.5	2.0	2.0	10.00	12.07	0.00	0.22	1.25
ELECTRICIAN	SE	ALL		41.83	44.34	1.5	1.5	2.0	2.0	7.99	12.40	0.00	1.15	2.51
ELECTRONIC SYSTEM TECH	NW	BLD		32.57	34.57	1.5	1.5	2.0	2.0	10.00	7.28	0.00	0.40	
ELECTRONIC SYSTEM TECH	SE	BLD		35.28	37.28	1.5	1.5	2.0	2.0	4.00	9.87	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		51.73	58.20	2.0	2.0	2.0	2.0	15.72	18.41	4.14	0.63	
FLOOR LAYER	All	BLD		35.06	35.81	1.5	1.5	2.0	2.0	7.72	10.05	0.00	0.65	
GLAZIER	All	BLD		36.51	38.51	1.5	1.5	2.0	2.0	6.45	11.45	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		39.38	40.38	1.5	1.5	2.0	2.0	10.79	13.10	0.00	0.80	
IRON WORKER	All	ALL		34.50	36.50	1.5	1.5	2.0	2.0	10.46	17.00	0.00	0.42	
LABORER	NW	ALL		30.69	31.19	1.5	1.5	2.0	2.0	6.70	17.78	0.00	0.80	
LABORER	SE	ALL		31.97	32.47	1.5	1.5	2.0	2.0	8.30	14.90	0.00	0.80	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		26.99		1.5	1.5	2.0	2.0	8.00	6.98	0.00	0.81	
MARBLE MASON	All	BLD		32.47	33.97	1.5	1.5	2.0	2.0	8.00	8.00	0.00	0.90	
MILLWRIGHT	All	ALL		40.37	41.87	1.5	1.5	2.0	2.0	7.72	10.05	0.00	0.65	

OPERATING ENGINEER	All	BLD	1	38.80	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	2	37.67	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	3	33.19	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	4	33.25	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	5	32.92	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	6	41.35	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	7	41.65	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	8	41.93	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	9	39.80	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	1	37.30	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	2	36.17	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	3	31.69	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	4	31.75	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	5	31.42	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	6	39.85	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	7	40.15	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	8	40.43	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	9	38.30	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
PAINTER	All	BLD		31.55	33.05	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER	All	HWY		32.75	34.25	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER OVER 30 FT.	All	BLD		32.55	34.05	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER PWR EQMT	All	BLD		32.55	34.05	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER PWR EQMT	All	HWY		33.75	35.25	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PILEDRIVER	All	ALL		40.37	41.87	1.5	1.5	2.0	2.0	7.72	10.05	0.00	0.65	
PIPEFITTER	N	BLD		43.96	46.16	1.5	2.0	2.0	2.0	5.00	10.00	0.00	0.60	
PIPEFITTER	S	BLD		40.50	44.50	1.5	1.5	2.0	2.0	8.29	10.30	0.00	1.55	
PLASTERER	All	BLD		33.75	35.25	1.5	1.5	2.0	2.0	10.00	9.90	0.00	0.50	
PLUMBER	N	BLD		43.96	46.16	1.5	2.0	2.0	2.0	5.00	10.00	0.00	0.60	
PLUMBER	S	BLD		39.95	42.45	1.5	1.5	2.0	2.0	7.85	8.00	0.00	1.00	
ROOFER	All	BLD		34.00	36.00	1.5	1.5	2.0	2.0	9.20	9.20	0.00	0.41	
SHEETMETAL WORKER	All	ALL		35.75	37.25	1.5	1.5	2.0	2.0	10.40	9.04	2.15	0.71	1.72
SPRINKLER FITTER	All	BLD		44.80	48.30	2.0	2.0	2.0	2.0	9.63	14.30	0.00	1.10	
TERRAZZO FINISHER	All	BLD		26.99		1.5	1.5	2.0	2.0	8.00	6.98	0.00	0.81	
TERRAZZO MASON	All	BLD		32.47	33.97	1.5	1.5	2.0	2.0	8.00	8.00	0.00	0.90	
TRUCK DRIVER	All	ALL	1	39.04	43.28	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	ALL	2	39.60	43.28	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	

TRUCK DRIVER	All	ALL	3	39.91	43.28	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	ALL	4	40.25	43.28	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	ALL	5	41.33	43.28	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	O&C	1	31.23	34.62	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	O&C	2	31.68	34.62	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	O&C	3	31.93	34.62	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	O&C	4	32.20	34.62	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	
TRUCK DRIVER	All	O&C	5	33.06	34.62	1.5	1.5	2.0	2.0	13.52	6.86	0.00	0.25	

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain

days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments,

skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

- On August 7, 2018, IDOL published changes to the HT/Frost Insulator classification in Alexander County, the Sheetmetal Worker classification in Alexander, Bond, Clay, Clinton, Crawford, Edwards, Effingham, Fayette, Franklin, Gallatin, Greene, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Perry, Pope, Pulaski, Randolph, Saline, St. Clair, Union, Wabash, Washington, Wayne, White, and Williamson Counties, and the Iron Worker trade in Richland County.

**HOLD HARMLESS AND INDEMNITY AGREEMENT
CITY OF HIGHLAND, ILLINOIS**

The Contractor _____, by affixing his signature hereto agrees to the following conditions:

1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.
2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of Contractor's or any Subcontractor's employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the Contractor or any Subcontractor for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said Contractor or Subcontractor and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.
3. In the event the City's machinery or equipment is used by the Contractor, or Subcontractor, in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the Contractor during the period of such use by the Contractor or any Subcontractor, and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

Signature

Date

Print Name

Title



City of Highland

To: All Vendors and Contractors

From: City of Highland

RE: Certificate of Non-Delinquency of Tax

As a result of a recent amendment to the Illinois Municipal Code (Adding Section 11-42.1-1), the City of Highland is prohibited from entering into a contract with any individual or anyone else that is delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with procedure established by the particular taxing act.

Further, before awarding a contract, the City of Highland is required to obtain a statement under oath from the party with whom it's contracting that no such taxes are delinquent. If a false statement is made, it voids the contract and allows the City to recover all amounts paid to the individual in a civil action.

CERTIFICATE OF NON-DELINQUENCY OF TAX

As required by Section 11-42.1-1 of the
Illinois Municipal Code

The undersigned hereby and herewith certifies under oath that he/she/it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, is currently contesting the liability or the amount of such tax in accordance with the procedures established by the appropriate Taxing Act.

A person is not considered delinquent in the payment of a tax for the purposes of this certification if such person has entered into an Agreement with the Illinois Department of Revenue for the payment of all taxes claimed delinquent, and is in compliance with that Agreement. If such is the case with the undersigned, the undersigned certifies that he/she/it has made such an Agreement and is in compliance therewith.

Date

Company Name

Federal I.D. Number

Address

City / State / Postal Code

Signature / Title

Signed and sworn to before me this _____ day of _____, 20____.

Notary Public

**CERTIFICATE THAT CONTRACTOR
IS NOT BARRED FROM CONTRACTING
WITH UNIT OF LOCAL GOVERNMENT
BECAUSE OF CONVICTION OF AN OFFENSE
RELATED TO BIDDING**

The undersigned Bidder / Proposer on a Contract submitted for bids / proposals by the City of Highland, Illinois known as: _____, hereby certifies that he/she/it is not barred from bidding on the Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38 of the Illinois Revised Statutes.

Dated: _____, 20____

Company Name

Address

City / State / Zip Code

Signature

Print Name

Title



City of Highland

To: All Vendors

From: City of Highland

RE: Certificate of Compliance with the Substance Abuse Prevention on Public Works Projects Act

“The Substance Abuse Prevention on Public Works Projects Act” (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*) became effective in the State of Illinois on January 1, 2008.

Due to the above-stated law, all bids from contractors and subcontractors for work on a public works project of the City of Highland shall be accompanied by a Certification of Compliance indicating, *first*, whether the bidder has signed collective bargaining agreements that are in effect for all of its employees and that deal with the subject matter of the above-stated Act; and, if not, *second*, that the bidder’s written substance abuse program is attached to the Certification of Compliance and that the bidder’s written substance abuse program meets or exceeds the requirements of “The Substance Abuse Prevention on Public Works Projects Act” (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*).

Certification of Compliance

**Substance Abuse Prevention
Program Certification**

CITY OF HIGHLAND

Letting Date: _____ Item No.: _____
Contract No.: _____
Route: _____
Section: _____
Job No. _____
County: _____

The Substance Abuse Prevention on Public Works Projects Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date

DISCLOSURE

I, _____, understand City of Highland does not currently own the property at 1808 Olive Street. I understand that City of Highland is in the process of obtaining the property, or obtaining permission from the Court to demolish the property at 1808 Olive Street. I understand that if City of Highland cannot obtain the property or get a Court order to demolish, this bid will be null and void. The bid that has been submitted herein shall remain effective for one hundred twenty (120) days from approval date by Highland City Council to account for any delays City of Highland may have in acquiring the property, or obtaining a court order for demolition.

Signature

Date

Printed Name

Title

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES AND SURVEYING SERVICES WITH OATES ASSOCIATES, INC. FOR THE PROPOSED BROADWAY STREETSCAPE PHASE ONE CONSTRUCTION

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

WHEREAS, City has determined the streetscape of Broadway Street in Highland, Illinois, needs to be enhanced and improved; and

WHEREAS, City staff has presented plans to City Council for the proposed Broadway Street streetscape improvement project, including:

1. Replacing street lights on Broadway Street;
2. Replacing and upgrading sidewalks running alongside Broadway Street; and
3. Making other aesthetic and infrastructure improvements to Broadway Street within the scope of the Broadway Street streetscape improvement project;(hereinafter “Project”); and

WHEREAS, City has determined that improving and enhancing the Broadway Street streetscape through completion of the Project would benefit the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, City has consulted with Oates & Associates, Inc. (hereinafter “Oates”), an engineering firm, to assess the engineering needs for the Project; and

WHEREAS, Oates has prepared a proposal to provide professional engineering and surveying services in connection with the construction of the Project (hereinafter “Oates Proposal, attached hereto as **Exhibit A**); and

WHEREAS, Oates has agreed to furnish the above engineering services for approximately \$76,000.00 (**Exhibit A**); and

WHEREAS, City finds that the terms of the Oates Proposal (**Exhibit A**) are fair and reasonable, and City finds the Oates Proposal (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the Oates Proposal (**Exhibit A**); and

WHEREAS, City finds that the City Manager should be authorized and directed, on behalf of City, to execute the Oates Proposal (**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 Oates Proposal (**Exhibit A**) for the Project is approved.

Section 3. The City Manager is authorized and directed, on behalf of the City of Highland, to execute and date the Oates Proposal (**Exhibit A**) for the Project.

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 _____ 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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



Collinsville
100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200

St. Louis
720 Olive, Suite 700
St. Louis, MO 63101
314.588.8381

Belleville
20 East Main Street
Belleville, IL 62220
618.416.4688

St. Charles
330 North Main, Suite 201
St. Charles, MO 63301
636.493.6277

August 11, 2020

Mr. Joe Gillespie
Director of Public Works
City of Highland, Illinois
1113 Broadway, P.O. Box 218
Highland, IL 62249

Re: Broadway Streetscape Phase 1 Construction
Laurel Street to Poplar Street
Limited Construction Engineering Services

Dear Mr. Gillespie:

We propose to render professional engineering and surveying services in connection with the construction of the above referenced project (hereinafter called the "Project").

Our Basic Services will consist of attending the pre-construction meeting, limited construction administration, and construction staking for the project, all as set forth in the attached Estimate of Person Hours. We will also furnish such Additional Services as you may request. These services are provided subject to the General Conditions shown on the attached Exhibit A.

You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit A. Billings for Basic Services are estimated at \$76,000.

All services are provided subject to the General Conditions shown on the attached Exhibit A. This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us.

Sincerely,

OATES ASSOCIATES, INC.

Steven M. Keil, PE, PLS
Project Manager

Jeffrey Rensing, PE, SE
Project Principal

Accepted this _____ day of _____, 2020.

By: _____

Title: _____

EXHIBIT A HOURLY RATE SCHEDULE

Principal Engineer	220.00
Senior Professional II	200.00
Senior Professional I	185.00
Professional IV	170.00
Professional III	160.00
Professional II	130.00
Professional I	110.00
Junior Professional	90.00
Technician III	130.00
Technician II	115.00
Technician I	90.00
Technician	70.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2020 and are subject to adjustment annually.

TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

EXHIBIT A

GENERAL CONDITIONS (continued)

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

RELIANCE ON INFORMATION

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

FIRM: OATES ASSOCIATES, INC.
ROUTE: Broadway Streetscape Construction
SECTION:
COUNTY: Madison
JOB NO.: 18065.001
PTB NO.:

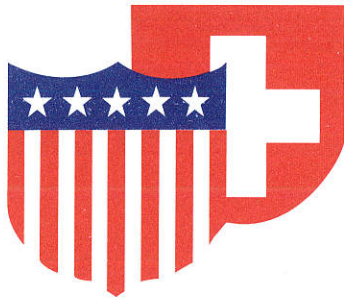
SUMMARY OF PERSON HOURS & COST

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL HOURS	TOTAL COST
BILLING RATES:	\$220	\$200	\$130	\$110	\$115	\$90		
1.0 LIMITED CONSTRUCTION ADMINISTRATION	0	86	0	102	0	0	188	\$28,420
2.0 CONSTRUCTION STAKING	0	25	44	60	168	120	417	\$47,440
TOTAL HOURS:	0	111	44	162	168	120	605	
ESTIMATE OF LABOR COST:	\$0	\$22,200	\$5,720	\$17,820	\$19,320	\$10,800		\$75,860
ESTIMATE OF DIRECT COSTS:								\$0
0% CONTINGENCY:								\$0
ESTIMATE OF TOTAL COST:								\$75,860

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Broadway Streetscape Construction
 SECTION: _____
 COUNTY: Madison
 JOB NO.: 18065.001
 PTB NO.: _____

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
1.0 LIMITED CONSTRUCTION ADMINISTRATION		86		102			188	
1.1 preconstruction		4		4			8	
IEPA - Notice of Intent form								By City
BC-775/776 Resident Construction Supervision/Inspection								By City
BC-981 Agreement to Accuracy of Plan Quantities								By City
OPER-725 Traffic Control Authorization								By City
preconstruction meeting		4		4			8	
1.2 shop drawing review								By City
1.3 coordination and site visits		82		98			180	
construction questions from RE		52		56			108	Plan interpretation, construction questions (9 mo. @ 12 hrs/mo)
construction site visits		30		42			72	9 months @ 8 hrs/mo
1.4 observation, testing and documentation								By City
1.5 construction administration during winter shut-down period								By City
2.0 CONSTRUCTION STAKING		25	44	60	168	120	417	
2.1 Staking		25	44	60	168	120	417	Estimate includes staking each item one time only
Check and Set New Control		1	4		16		21	check and set new control outside construction limits
Check and Grade Bench Marks		1	2		8	8	19	check, set new and grade with level
Stake Easements and ROW		1	2	4	16		23	break points and 100' intervals (~120 pnts)
Stake Removal Items								by city
Stake Curb		4	8	16	24	24	76	25' intervals (~200 pnts) (street radii staked with ramps) 3 trips
Stake Entrances								by contractor
Stake Sidewalk Ramps		4	8	16	40	40	108	28 ramps at 15 pnts each (~400 pnts)
Stake Sidewalk		4	8	16	32	32	92	25' intervals and break pnts (~225 pnts) 4 trips
Stake Lights								by city
Stake Signs								by city
Check and Replaced Disturbed Property Monuments		2	4		16		22	after construction check 30 monuments and reset disturbed
Miscellaneous staking		8	8	8	16	16	56	assumes 2 days



City of Highland

MEMO TO: Mark Latham, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: August 11, 2020
SUBJECT: Broadway Streetscape, PW-16-19
Recommendation for Approval of Construction Engineering Services

RECOMMENDATION

I recommend that you request council approval of a construction engineering services agreement with Oates Associates for the above referenced project for an estimated not to exceed \$76,000.

DISCUSSION

The services include the preconstruction meeting, limited construction administration, and construction staking. Our resident engineer will oversee the project construction and management.

FISCAL IMPACT

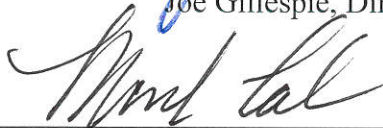
This project will utilize Non Home Rule Sales Tax funds.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Mark Latham, City Manager

RESOLUTION NO. _____

**APPROVING AND AUTHORIZING EXECUTION
OF REFUSE COLLECTION CONTRACT
WITH ROBERT “BOB” SANDERS WASTE SYSTEMS, INC., FOR THE
ONE-YEAR PERIOD FROM OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021**

WHEREAS, under Division 19, “Disposal of Refuse, Garbage and Ashes,” of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-19-1 *et seq.*) and Chapter 58 “Solid Waste” of the *Code of Ordinances, City of Highland*, the City of Highland has the authority to enter into a refuse collection contract with a company that provides waste-hauling services;

WHEREAS, the City of Highland – by Resolution Number 13-09-2153 adopted on September 16, 2013 – approved and authorized the execution of the *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2013, through September 30, 2014;

WHEREAS, the City of Highland – by Resolution Number 14-09-2231 adopted on September 2, 2014 – approved and authorized the execution of the *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2014, through September 30, 2015;

WHEREAS, the City of Highland – by Resolution Number 15-08-2333 adopted on August 17, 2015 – approved and authorized the execution of the *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2015, through September 30, 2016;

WHEREAS, the City of Highland – by Resolution Number 16-09-2405 adopted on September 6, 2016 – approved and authorized the execution of the *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2016, through September 30, 2017;

WHEREAS, the City of Highland – by Resolution Number 17-09-2472 adopted on September 5, 2017 – approved and authorized the execution of the *Refuse Collection Contract*

with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2017, through September 30, 2018;

WHEREAS, the City of Highland – by Resolution Number 18-09-2557 adopted on September 4, 2018 – approved and authorized the execution of the *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2018, through September 30, 2019;

WHEREAS, the City of Highland – by Resolution Number 19-09-2639 adopted on September 3, 2019 – approved and authorized the execution of the *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2019, through September 30, 2020;

WHEREAS, the Director of Finance has recommended to the City Council that it renew the *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, for the one-year period from October 1, 2020, through September 30, 2021;

WHEREAS, the Director of Finance has prepared a proposed *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., an Illinois corporation, (a copy of which is attached hereto as *Exhibit A*) for the one-year period from October 1, 2020, through September 30, 2021, with updated contracted rates;

WHEREAS, the City Council finds that terms of the proposed *Refuse Collection Contract* for the one-year period from October 1, 2020, through September 30, 2021 – including, in particular, the prices to be charged by Robert “Bob” Sanders Waste Systems, Inc., for its various waste-hauling services – are fair and reasonable;

WHEREAS, the City Council finds that the proposed *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., for the one-year period from October 1, 2020, through September 30, 2021 (a copy of which is attached as *Exhibit A*) should be approved, and that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute that contract;

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 *Refuse Collection Contract* with Robert “Bob” Sanders Waste Systems, Inc., for the one-year period from October 1, 2020, through September 30, 2021 (a copy of which is attached as *Exhibit A*) is approved.

Section 3. The City Manager is authorized and directed, on behalf of the City of Highland, to execute that *Refuse Collection Contract*.

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 _____, 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

REFUSE COLLECTION CONTRACT

This agreement executed this _____ day of _____, 2020 between the City of Highland, Illinois, a body politic and corporate, herein called City and Robert “Bob” Sanders Waste Systems, Inc., herein called Contractor, witnesseth:

WHEREAS, the City of Highland desires to arrange, for the good of its citizens, and the general welfare of the City, for the collection and disposal of garbage, refuse, and ashes, and to comply with recycling requirements imposed by law; and

WHEREAS, this City is authorized to enter into such a Contract, pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1);

WHEREAS, Chapter 58 of the *Code of Ordinances of the City of Highland* includes the provisions of any such Contract – for the removal and disposal of garbage, refuse, waste matter and material – as part of that chapter;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

That Contractor shall furnish to City and its residents all services for the collection and disposal of refuse and garbage (as herein defined) recyclable, non - recyclable and yard waste collection with the following terms and conditions.

1. DEFINITIONS

- A. Residential Unit and Non-Containerized Businesses refuse shall be construed as meaning tin cans, bottles, glass (in a sturdy container marked “glass”), paper, rags, cold ashes only (hot ashes not included), furniture, mattresses wrapped in plastic, appliances and all other waste and discard that is generated from within a normal household, and shall include, but not be limited to, yard cuttings and leaves, small limbs, twigs and brush if securely tied in bundles not exceeding twenty four (24) inches in diameter or forty eight (48) inches in length, Christmas trees if bundled as tree limbs, twigs and brush are required to be bundled, and shall exclude dead animals, pool chemicals, wet paint, sewerage and residue from the construction, remodeling of or razing of buildings and automobile tires and batteries, and any other waste deemed hazardous by the State of Illinois and the EPA.

- B. Containerized refuse shall be construed to be all waste and discard of the containerized customer except: (a) hazardous materials as defined by state and federal law, (b) animal fat, grease, offal and waste, and (c) salvageable metal and manufacturing waste.
- C. Container shall mean and include any detachable container designated for or intended to be mechanically dumped into a packer-type refuse collection truck or designed to be rolled onto a truckbed designed to accept such roll-on container used by the Contractor and varying in size from one (1) to forty (40) cubic yards.
- D. Containerized Business shall mean and include any business, industry, apartment, condominium, or other entity or structure whose refuse is deposited in a container as defined herein for removal by the Contractor.
- E. "Garbage" shall have the meaning ascribed to that term in Item (1) of Section 11-19-2 of the Illinois Municipal Code (65 ILCS 5/11-19-2): namely,
- "Garbage.* Wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage and sale of produce.
- F. Non-Containerized Business shall mean and include any business entity, or apartment, condominium, or other single structure of more than three residential units, whose total weekly refuse does not exceed six (6) 33-gallon cans or bags each of a weight of no more than 50 pounds, or generates a refuse volume which is less than may be held by a one yard container and which is collected by means other than a container.
- G. Residential Unit is separate private living quarters of one but not more than three one-family units that deposits its refuse at a common location.
- H. "Refuse," as used in this Contract, shall include both the meaning ascribed to "refuse" in Item (2) and the meaning ascribed to "ashes" in Item (3) of Section 11-19-2 of the Illinois Municipal Code (65 ILCS 5/11-19-2): namely,
- "Refuse.* Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding; mattresses wrapped in plastic, noncombustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, glass (in a sturdy container marked glass), crockery, other mineral waste; street rubbish, including, but not limited to, street sweepings, dirt, leaves, catch-basin dirt, contents of litter receptacles, but refuse does not mean earth and wastes from building operations, nor shall it include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler-house cinders, lumber, scraps and shavings."
- and

“Ashes. Residue from fires used for cooking and for heating buildings.”

- I. Special Waste is defined as any solid, liquid, semi-solid, gaseous material and associated containers generated as a direct or indirect result of an industrial process or from the removal of contaminants from the air, water or land. Any solid waste from a non-residential source that includes, but is not limited to any of the following: industrial process waste; pollution control waste; incinerator residues; sludges; contaminated soil, residue, debris, and articles from the cleanup of a spill or release of the following materials: industrial process waste; pollution control waste; incinerator residues; sludges; contaminated soil; residue; debris; regulated asbestos-containing material as defined in 40 CFR 61.141. This Federal Regulation Code defines asbestos as follows: Asbestos-containing waste materials means mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

2. CONDITIONS

A. GRANT OF RIGHT

The City grants to the Contractor the exclusive right to provide refuse and garbage and recyclable material collection and disposal services within the City limits.

B. SOLE CONTRACT

The City agrees that for the term of the Contract it will not enter into nor execute a Contract with other than Contractor for services that are the same as rendered by Contractor pursuant to this Contract.

C. PROVISION OF SERVICE

The Contractor shall provide all such services in compliance with the Municipal Code and the Ordinances of the City, and in compliance with the requirements of the Department of Health and the Environmental Protection Agency of the State of Illinois, Federal regulations, and in compliance with all laws and rules and regulations applicable.

D. AMENDMENTS

Any change or revision in the said Municipal Code, Ordinances, Environmental Protection Agency requirements, or the requirements of the Department of Health, or other laws, rules or regulations that materially affect costs may be considered by the City or the Contractor as sufficient reason to request that one or more of the conditions and provisions of the Contract, including – but not limited to Contract prices – be amended; but any such amendments may only be made by agreement of both parties and shall not, in any case, be agreed upon more frequently than once every twelve (12) months.

3. TERM

The term of this Contract shall be for one (1) year beginning October 1, 2020 and terminating September 30, 2021. This contract shall be renewed automatically for like periods unless the City advises Contractor in writing at least three (3) months prior to the termination date of its desire to terminate the Contract.

4. COLLECTION FREQUENCY

- A. Unless prevented by circumstances beyond its control, the Contractor shall make collection of residential units and non-containerized businesses refuse from all residential units and non-containerized businesses sites within the City not less than one time each calendar week and containerized site as often as requested by City providing that no collection shall be made on Sundays, nor the need be made on a holiday. Holidays for the purpose of this Contract shall be New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a trash day falls on a holiday, the trash pickup days will run one day later than normal beginning the day following the holiday and for the remainder of the holiday week. There will be no service interruption if the holiday is a Saturday or Sunday.
- B. The Contractor shall make collection of refuse and garbage from approximately twenty (20) public refuse cans or polycarts at current locations in the downtown area on Thursday of each calendar week. There will be no charge to the City for this service. The City shall provide all polycarts for the current locations.
- C. The Contractor shall make weekly collections of all refuse from all City owned facilities and buildings except construction refuse and automobile materials, as defined in paragraph 12 hereof, and shall provide each facility or building necessary containers. If the City chooses to place 90 gallon poly-carts in the parks, the Contractor will be responsible for providing these and servicing them. There shall be no charge to the City for this service.

- D. Appliance Removal Contractor shall pick up all appliances one time per month on the third Friday of each month only. All appliances must be out at the curbside by 7:00 a.m. and free of any vehicles blocking access for the pick up. The customer must remove all gases from appliances containing gas.
- E. Bulky Item Removal - All bulky items such as furniture, mattresses wrapped in plastic, or large items from a residential household should be placed next to trash on the scheduled pick up day for regular trash. Customer will not be required to notify ahead of time to schedule pick up. Bulky items shall not include appliances, which shall be governed by Section 4.D. of this Contract, nor shall it include construction material, which shall require a temporary dumpster for the removal of those items.
- F. Spring Clean Up Week – Contractor shall designate the first week of May as Spring Clean Up Week for residential customers. The City shall handle all notification to customers regarding this special collection week.

5. ROUTE AND SCHEDULES

The Contractor shall maintain the current schedule of collection, as set forth in the color-coded map of the City entitled “**Refuse Pick-Up** Effective Oct. 1, 2013,” a copy of which color-coded map is attached hereto as *Exhibit A*. In the event the Contractor wishes to change routes or schedules during the term of this contract, the City shall be notified immediately of such proposed changes, and if approved by the City, the Contractor shall notify each customer of the change by mail, or such notice may be published twice consecutively in a local newspaper no less than two (2) weeks prior to the scheduled change.

6. HOURS

The City agrees that collection from each residential unit and non-containerized business is required only if refuse is available for collection by 7:00A.M. on the day designated by the Contractor for said collection, unless the refuse is actually present when the collection is made.

7. CONTAINER SIZES AND LOCATION

- A. The City agrees that it shall require its residential unit refuse customers to place refuse in trash cans designed and sold for containing refuse, or plastic bags of no greater capacity than thirty-three (33) gallons and not heavier than 50 pounds, and all such refuse shall be placed along the curb or front boundary lines of each customer’s property or on an all weather alley accessible to the Contractor’s collection equipment. All containers shall provide access no more than 54 inches above ground level, and contain a drain hole in the bottom face so designed and placed as to prevent entrance by vermin, and placed on a firm base in a reasonably

level and horizontal position, and designed so as to assure stability and prevent tipping.

B. If a Residential Unit separates recyclable material (as defined hereafter), and places such in a recyclables container an unlimited amount shall be collected by Contractor at no charge. "Recyclable material" as used in this Agreement means the following:

- 1) All paper including newspaper, cardboard 24"x24" or manageable, waste paper, scrap paper, office paper, and junk mail. No food contaminated boxes or wrappers.
- 2) Plastic containers only if rinsed out and lids removed.
- 3) Glass food and beverage containers only if rinsed out and lids removed.
- 4) Aluminum cans and Tin cans if empty and rinsed out.

8. LANDFILL

The sanitary landfill or transfer station used by the Contractor shall be a State authorized facility and available for inspection by the City between the hours of 8:00A.M. and 4:00P.M. Monday through Friday. The City must contact the landfill or transfer station directly to set up inspection.

9. TITLE AND HAZARDOUS WASTE

Contractor shall take possession and title of all refuse removed from the City. Contractor shall not be expected to handle any hazardous waste materials and will not take title to this waste.

10. WORK RULES

The Contractor shall abide by the following work rules and regulations:

- A. The Contractor shall maintain personnel direction, control and supervision so that collection will be orderly with no unnecessary nuisance created:
- B. The Contractor's vehicles shall obey all traffic regulations of the City of Highland and the Illinois Department of Transportation and shall not intentionally interfere with traffic.
- C. Incompetent or disorderly workers shall be removed if so directed by the City Council. The determination by said Council that such workers are incompetent or disorderly shall be final and conclusive.

- D. If containers are tipped over or spilled by Contractor's employees after being properly contained, the Contractor shall collect and remove the spilled material and then leave the site in a clean and sanitary condition, returning containers to the approximate location from where they were taken.
- E. Contractor's personnel must present a neat and clean appearance, and be courteous towards customers at all times. Proper safety gear shall be worn at all times by contractor's personnel.
- F. Contractor's vehicles must be maintained in good condition, meeting all State and City vehicle requirements as specified by law and kept clean and sanitary.
- G. Refuse cans must be returned to the place from where they were taken, with lids, after emptying. Improper containers or worn out containers may be tagged by Contractor declaring it a container to be replaced. If the container is not replaced one week after being tagged, it will not be serviced.
- H. Any and all refuse spilled while loading or traveling shall be picked up by the Contractor.
- I. Any damage to private or public property caused by the Contractor's vehicle or personnel shall be the sole responsibility of the Contractor who shall take immediate action to contact the owner of the damaged property and repair or replace or arrange for repair or replacement to such damage to the reasonable satisfaction of the owner.
- J. The Contractor shall collect refuse and garbage in completely enclosed, leak proof compactor vehicles, and cause all such refuse and garbage collected to be disposed of in compliance with the rules of the State of Illinois Department of Public Health and Environmental Protection Agency and in accordance with all laws and rules and regulations applicable thereto.
- K. The starting time for the residential service shall begin no later than 7:00am and end no later than 6:00pm Monday through Friday. There is no time limit for non-containerized businesses. Non-collection due to agreed-upon holidays or acts of God shall be the following day.

11. COMMUNICATION

The Contractor shall maintain a telephone number to be used by the City during the hours of 7:00A.M. to 5:00P.M. Monday through Friday. Contractor's personnel should be available to retrieve lists of customer complaints via email or fax to complete within one (1) business day of receiving such notice. There will be two emergency after hours contacts provided for use of the City only.

12. CHARGES AND RATES

For any services required to be performed under this Contract where rates are specified in this Contract, the payments made to the Contractor by City shall not exceed such rates. For collections made in the manner herein provided, the rates for such collections shall be the following:

RESIDENTIAL UNITS: \$21.00 per month

This rate provides for:

Unlimited refuse (including bulky item removal as provided for in Section 4.E. of this contract), recyclable material, and yard waste material each week other than construction material, or unacceptable materials (i.e. hazardous waste).

NON-CONTAINERIZED BUSINESS: \$36.00 per month

COMPACTED REFUSE:

	<u>Frequency of Weekly Pick-ups</u>					
<u>Size</u>	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>	<u>5 times</u>	<u>6 times</u>
2yd comp	\$104.00	\$136.00	\$205.00	\$279.00	\$316.00	\$353.00
4yd comp	\$131.00	\$252.00	\$353.00	\$385.00	\$437.00	\$475.00
6yd comp	\$167.00	\$337.00	\$544.00	\$591.00	\$629.00	\$666.00
20yd comp	\$475.00	\$941.00	\$1360.00	\$1678.00	\$2001.00	\$2219.00
30yd comp	\$538.00	\$1090.00	\$1646.00	\$2367.00	\$2690.00	\$3013.00
40yd comp	\$560.00	\$1302.00	\$2001.00	\$2685.00	\$2796.00	\$3173.00

*Pricing based on customer providing equipment (compactor) and the following tonnage limits. 20yard compactors have a 4 ton limit and will incur a cost of \$60 per ton over this limit. 30yard compactors have a 5 ton limit and will incur a cost of \$60 per ton over this limit. 40yard compactors have a 6 ton limit and will incur a cost of \$60 per ton over this limit.

CONTAINERIZED BUSINESS:

All refuse except landscape waste and except containers of construction materials as follows:

<u>Size</u>	<u>Frequency of Weekly Pick-ups</u>					
	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>	<u>5 times</u>	<u>6 times</u>
1 yd	\$61.00	\$89.00	\$139.00	\$178.00	\$211.00	\$250.00
1.5 yd	\$67.00	\$95.00	\$145.00	\$184.00	\$217.00	\$256.00
2 yd	\$83.00	\$117.00	\$173.00	\$206.00	\$239.00	\$278.00
3 yd	\$106.00	\$163.00	\$206.00	\$239.00	\$267.00	\$306.00
4 yd	\$134.00	\$189.00	\$301.00	\$351.00	\$373.00	\$445.00
6 yd	\$178.00	\$280.00	\$328.00	\$373.00	\$406.00	\$467.00
8 yd	\$206.00	\$323.00	\$473.00	\$635.00	\$746.00	\$801.00

The following prices are for collections requested in excess of the regularly scheduled weekly collection frequency:

<u>Size</u>	<u>Cost Per Extra Empty</u>
1 yd	\$40.00 per collection
1.5 yd	\$46.00 per collection
2 yd	\$51.00 per collection
3 yd	\$56.00 per collection
4 yd	\$67.00 per collection
6 yd	\$77.00 per collection
8 yd	\$88.00 per collection

CONTAINERS OF ONLY CONSTRUCTION AND AUTOMOBILE MATERIALS, which material is as defined as the residue, waste, or refuse resulting from construction, remodeling or razing of buildings, and as auto parts. Rental begins on the day of delivery and for the entire length of time used.

<u>Size of Container</u>	<u>Delivery Charge</u>	<u>Charge Per Empty</u>	<u>Rental Fee</u>
2 yd	\$40.00	\$60.00	\$ 5.00 per day
4 yd	\$40.00	\$90.00	\$ 5.00 per day
6 yd	\$45.00	\$140.00	\$ 5.00 per day
20 yd	\$235.00	\$60.00/ton	\$ 14.00 per day
40 yd	\$235.00	\$60.00/ton	\$ 14.00 per day

RESIDENTIAL YARD WASTE COLLECTIONS:

included above

Weekly city wide yard waste collections shall include all leaf and yard trimmings, small twigs and branches (less than 4 inches in diameter) generated from normal residential residents. There shall be no limit on the number of bags or cans. Excluded from pick ups are large branches (over 4 inches in diameter) and yard waste generated from commercial businesses such as lawn care companies. This service shall be provided for all 12 months of each year and will be charged to each and all city residents.

Yard waste for residential customers shall be prepared for collection by placing the material in Kraft (paper) yard waste bags or in trash cans marked with a red X. Twigs and small branches shall be bundled with twine and not larger than 2 foot in diameter and 4 foot in length. The yard waste shall then be placed at the curb or alley for collection.

13. CONTAINER PROVISION AND LOCATION

The Contractor shall use containers provided by the City compatible to the Contractor's equipment and place them as directed by the City.

The City shall provide to Contractor the location and size of containers needed for containerized business and industrial customers. Said containers shall be emptied as required by City on a regular schedule. Such notification to Contractor of container provision and schedule is at the sole discretion of the City and may be modified on a month by month basis.

14. PENALTY

A. City shall be sole determinant of and shall maintain records of Contractor's compliance with Contract provisions. After completion of sixty (60) days of Contract performance, City may notify Contractor of repeated contract violation complaints and shall have the right to impose penalties upon Contractor in the following manner:

- 1) Minor infractions such as "missed" pick-up, corrected within one (1) business day of notification of Contractor by City shall not be considered as Contract violation.
- 2) Verifiable and repeated infractions of Contract provisions such as Contractor's failure to maintain equipment, maintain schedules and route notifications, observe work rules or fulfill compliance with City, County, State or Federal regulations and procedures or any provisions in this Contract shall cause:
 - a) A notice to be filed with Contractor stating specific infractions, said notice shall be delivered in person to Contractor's place of business or sent by registered mail to Contractor's place of business.

- b) Upon second such notice of same or similar infractions the City shall deduct two hundred dollars (\$200) from Contractor's monthly payment.
- c) Upon third such notice of similar infractions the City shall deduct five hundred dollars (\$500) from Contractor's monthly payment.
- d) Upon fourth such notice of same or similar infractions the City shall deduct twenty five percent (25%) of Contractor's monthly payment.
- e) Upon fifth such notice of same or similar infractions the City shall have the right to cancel the Contract and Contractor shall forfeit any right to continuation of this Contract, and Contractor's performance bond herein shall be forfeited to City.
- f) Violations shall not be considered repeated if separated by twelve (12) or more months.

15. BUSINESS LICENSE

The City agrees that no business license or vehicle tax shall be imposed upon the Contractor by the City during the period of this Agreement.

16. PERFORMANCE

The Contractor agrees to provide a performance bond, with corporate surety acceptable to the City, in the amount of \$80,000 at the time of the execution of this contract and post with the City. If the Contractor shall fail to perform as required by this Agreement, the City shall have the right and privilege to be paid by the bonding company providing the performance bond, to cause the services to be performed by other means. If unused, the performance bond will be returned to the Contractor within 15 days after any termination and/or completion of this Agreement.

17. PAYMENT AND APPEAL

The City shall remit monthly to the Contractor, as provided above, such payments as may be due the Contractor. The City, upon request, shall provide Contractor with the previous month's listing of all customers and yardage billed. Any discrepancies in payment to Contractor may be adjusted upon mutual agreement of both parties. Contractor has thirty (30) days from each payment date to question and/or appeal said remittance.

18. WORKERS' COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of the Contract Workmen's Compensation Insurance, in accordance with the laws of the State of Illinois, for all its employees. A Certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.

19. LIABILITY INSURANCE

The Contractor shall provide and maintain during the life of the Contract Public Liability and Property Damage Insurance and Umbrella Coverage in the following minimum amounts, to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under the Contract whether such operations be performed by itself or its employees:

General Liability - \$3,000,000 each person / \$5,000,000 per accident bodily injury and death liability / \$1,000,000 each accident for property damage liability

Automobile Liability - \$3,000,000 each person / \$5,000,000 each accident bodily injury and death liability / \$1,000,000 each accident for property damage liability

The policy or policies shall each name the City as an additional insured and shall contain a clause that the insurer shall not cancel or decrease the insurance coverage without first giving the City thirty (30) days' notice in writing of such pending action. The policy or policies shall be submitted to the City for its approval within seven (7) days of the date of any request by the City of Highland.

20. ASSIGNMENT AND SUBLETTING

No assignment or subletting or subcontracting of this Contract or any right or obligation under this Contract shall be made in whole or part by the Contractor without the express written consent of the City.

21. WAIVER

Any waiver, express or implied, by the City, of any performance required of the Contractor by this Contract, shall not be construed as the City's waiver of a failure by the Contractor, in the future, to render a performance required by this Contract.

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

CITY OF HIGHLAND

BY: _____
MARK LATHAM
CITY MANAGER

ATTEST:

BARBARA BELLM
CITY CLERK

ROBERT “BOB” SANDERS WASTE SYSTEMS INC

BY: _____
ROBERT SANDERS
PRESIDENT



City of Highland

Finance Department

MEMO TO: Mark Latham, City Manager
FROM: Kelly Korte, Director of Finance
SUBJECT: Recommendation on Solid Waste Contract
DATE: July 30, 2020

The contract for solid waste removal with Robert “Bob” Sanders Waste Removal is set to expire 9/30/20. We have contacted them concerning the renewal of this contract for an additional one year term as we feel their services have been good for our community. They are willing to extend this contract through 9/30/21 with some requested rate modifications to the contract. I previously provided some projections based on accepting this rate increase to determine if modifications would be needed to our rates charged to customers for trash removal services. The contract with the requested rate increases is on the council agenda for approval on August 17, 2020. At this time, we have no plans to modify the customer rates that were set by Ordinance #2694 and effective as of October 1, 2015.

If you should have further questions regarding this please let me know.

ORDINANCE NO. _____

OF THE

CITY OF HIGHLAND, ILLINOIS

PASSED

AUGUST 17, 2020

\$2,680,000

**GENERAL OBLIGATION REFUNDING BONDS
(ALTERNATE REVENUE SOURCE)
SERIES 2020**

ORDINANCE

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- Exhibit C - Escrow Instruction Letter

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2020; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Highland, Illinois (the “City”) is a municipality and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois; and

WHEREAS, the City has heretofore issued, and has outstanding, its General Obligation Bonds (Alternate Revenue Source), Series 2012 (the “Series 2012 Bonds”); and

WHEREAS, the City Council of the City (the “Council”) has determined that it is advisable, necessary and in the best interests of the City to refund all of the Series 2012 Bonds maturing in the years 2021 and thereafter, in the aggregate principal amount of \$2,830,000 (the “Refunded Bonds”), in order to realize debt service savings for the City; and

WHEREAS, the refunding of the Refunded Bonds constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended (the “Act”); and

WHEREAS, the Council has further determined that, in order to refund the Refunded Bonds, it is advisable, necessary and in the best interests of the City to borrow \$2,680,000 and issue alternate bonds (the “Bonds”), being general obligation bonds payable (a) proceeds received by the City from time to time from the issuance of its general obligation bonds to the fullest extent permitted by law, including Section 8-5-16 of the Illinois Municipal Code, as amended, and such other funds of the City as may be lawfully available and annually appropriated for such payment (collectively, the “Pledged Revenues”), and (b) from ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount (the “Pledged Taxes”), all in accordance with the Act; and

WHEREAS, pursuant to and in accordance with Section 15 of the Act, alternate bonds may be issued to refund other alternate bonds without meeting any of the requirements set forth in Section 15 of the Act, except that the term of the refunding bonds shall not be longer than the term of the bonds being refunded and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the bonds being refunded (the “Refunding Conditions”); and

WHEREAS, the Council does hereby determine that the Refunding Conditions can be met and the Bonds may be issued to refund the Refunded Bonds; and

WHEREAS, the Council does hereby find that the Bonds are being issued in accordance with the provisions of the Act; and

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

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Additional Bonds” means any alternate bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing ratably and equally in the Pledged Revenues.

“Approved Holder” means (a) the Purchaser, (b) any related or affiliated party(s) of the Purchaser (as defined under federal securities laws), (c) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, or (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933.

“Bond Counsel” means Gilmore & Bell, P.C., Edwardsville, Illinois, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“City” means the City of Highland, Illinois, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Issuance Fund” means the fund by that name referred to in **Section 501** hereof and held by the Escrow Agent under the Escrow Instruction Letter.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

- (a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category or higher as United States Government Obligations by Moody's Investors Service, Inc. or S&P Global Ratings.

"Escrow Agent" means BOKF, N.A., St. Louis, Missouri, and any successors or assigns.

"Escrow Fund" means the fund by that name referred to in **Section 501** hereof and held by the Escrow Agent under the Escrow Instruction Letter.

"Escrow Instruction Letter" means the Letter of Escrow Instructions from the City to the Escrow Agent, in substantially the form attached hereto as **Exhibit C**.

"Federal Tax Certificate" means the Federal Tax Certificate executed by the City, in substantially the form attached hereto as **Exhibit B**.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Ordinance" means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Paying Agent” means the Treasurer of the City.

“Person” means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Pledged Moneys” means Pledged Revenues and Pledged Taxes.

“Pledged Revenues” means (a) proceeds received by the City from time to time from the issuance of its general obligation bonds to the fullest extent permitted by law, including Section 8-5-16 of the Illinois Municipal Code, as amended, and (b) such other funds of the City as may be lawfully available and annually appropriated for such payment.

“Pledged Revenues Account” means the Pledged Revenues Account established in the Debt Service Fund pursuant to **Section 501** of this Ordinance.

“Pledged Taxes” means the ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount and pledged by the City as security for the Bonds.

“Pledged Taxes Account” means the Pledged Taxes Account established in the Debt Service Fund pursuant to **Section 501** of this Ordinance.

“Purchaser” means FCB Bank, Collinsville, Illinois, the original purchaser of the Bonds.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Refunded Bonds” means the Series 2012 Bonds maturing in the years 2021 and thereafter, outstanding in the aggregate principal amount of \$2,830,000.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Series 2012 Bond Ordinance**” means collectively, Ordinance No. 2485 adopted by the Council on September 19, 2011 and Ordinance No. 2539 adopted by the Council on July 2, 2012, which authorized the issuance of the Series 2012 Bonds.

“**Series 2012 Bonds**” means General Obligation Bonds (Alternate Revenue Source), Series 2012 issued by the City in the original principal amount of \$3,750,000.

“**Special Record Date**” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020 in the original principal amount of \$2,680,000, which are being issued for the purpose of providing funds to (a) refund the Refunded Bonds, and (b) pay the costs of issuance of the Bonds.

Section 202. Description of Bonds.

(a) The Bonds shall consist of fully-registered bonds without coupons, numbered from 1 upward in order of issuance, in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) All of the Bonds shall be dated the date of original issuance and delivery thereof, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

<u>Stated Maturity (January 1)</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2021	\$220,000	2.00%
2022	225,000	2.00
2023	200,000	2.00
2024	205,000	2.00
2025	210,000	2.00
2026	215,000	2.00
2027	215,000	3.00
2028	225,000	3.00
2029	235,000	3.00
2030	235,000	3.00
2031	245,000	3.00
2032	250,000	3.00

(c) The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on January 1, 2021.

Section 203. Designation of Paying Agent.

(a) The Treasurer of the City is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

(b) The City will at all times maintain a Paying Agent for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity by check, electronic transfer or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal payment office designated by the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record

Date for such interest (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Registered Owner, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable.

(d) Any payment of principal of, Redemption Price, or interest on the Bonds that becomes due on a day which is not a Business Day shall be made on the next succeeding Business Day without additional interest accruing after the stated due date.

(e) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(f) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds, and shall, at the written request of the City, forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

(b) **The Bonds and beneficial interests therein may only be purchased by or transferred to Approved Holders in whole or in part.** Subject to the limitations of the preceding sentence, Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Paying Agent or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form

and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment to the City of the purchase price of the Bonds.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds. The Bonds are being directly purchased by the Purchaser at a purchase price of \$2,891,059.00 (representing the original principal amount of the Bonds plus original issue premium of \$211,059.00).

Section 210. Authorization of Escrow Instruction Letter. The City is hereby authorized to enter into the Escrow Instruction Letter in substantially the form attached to this Ordinance as **Exhibit C** and the Mayor is hereby authorized and directed to execute the Escrow Instruction Letter with such changes therein as he or she may deem appropriate, for and on behalf of and as the act and deed of the

City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Instruction Letter.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. At the option of the City, Bonds or portions thereof maturing on January 1, 2030 and thereafter may be called for redemption and payment prior to their Stated Maturity on January 1, 2029 and thereafter, as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on the City's behalf not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

(b) Bonds shall be redeemed only in the principal amount of \$100,000 and integral multiples of \$5,000 in excess thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$100,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$100,000 are then Outstanding, then for all purposes in connection with such redemption each \$100,000 of face value shall be treated as though it were a separate Bond of the denomination of \$100,000. If it is determined that one or more, but not all, of the \$100,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$100,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$100,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$100,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption

Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of the partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal payment office of the Paying Agent or such other office designated by the Paying Agent.

(c) With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(e) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(f) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the City's territorial limits. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of such principal or Redemption Price of and interest as the same becomes due and payable in each year; provided that no taxes are levied for the principal and interest due on the Bonds on January 1, 2021 and July 1, 2021, as follows:

<u>For the Levy Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2020	\$286,000 for principal and interest
2021	\$256,750 for principal and interest
2022	\$257,700 for principal and interest
2023	\$258,550 for principal and interest
2024	\$259,300 for principal and interest
2025	\$253,925 for principal and interest
2026	\$257,325 for principal and interest
2027	\$260,425 for principal and interest
2028	\$253,375 for principal and interest
2029	\$256,175 for principal and interest
2030	\$253,750 for principal and interest

(b) The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the City's other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the Pledged Taxes Account of the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds as and when the same become due.

(c) If at any time said taxes are not collected in time to pay the principal or Redemption Price of and interest on the Bonds when due, the Treasurer of the City is hereby authorized and directed to pay said principal or Redemption Price of and interest on the Bonds out of the City's general funds and to reimburse said general funds for money so expended when said taxes are collected.

(d) The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the

foregoing taxes will be levied, extended and collected as provided herein and deposited in the Pledged Taxes Account of the Debt Service Fund.

(e) Notwithstanding anything to the contrary herein, the City may abate the foregoing taxes if the Council, the Treasurer of the City or other appropriate officer of the City has reasonably determined that legally available moneys, including Pledged Revenues, will be available and sufficient to pay debt service on all Outstanding Bonds in the next succeeding bond year. The City shall, prior to the time the Pledged Taxes levied in such calendar year are extended, file an appropriate certification of such abatement with the County Clerk of Madison County, Illinois. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay the principal of and interest on the Bonds, the additional amount, together with accrued interest, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 403. Filing of Ordinance. Upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of Madison County, Illinois, and it shall be the duty of said County Clerk for each of the years required to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed in the Pledged Taxes Account of the Debt Service Fund.

Section 404. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys as provided herein and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Outstanding Bonds shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 405. General Covenants. The City covenants and agrees with the Registered Owners of the Bonds that, so long as any Bonds remain Outstanding:

A. The City hereby pledges the Pledged Revenues to the payment of the Bonds, and the Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service, all in accordance with Section 15 of the Act.

B. The City will punctually pay or cause to be paid from the sources herein provided the principal of and the interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The City will pay and discharge, or cause to be paid and discharged, from the Debt Service Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall

require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

D. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, the Pledged Taxes, the Debt Service Fund and associated subaccounts. Such books of record and accounts will at all times during business hours be subject to the inspection of the Registered Owners of not less than 10% of the principal amount of the outstanding Bonds or their representatives authorized in writing.

E. The City will preserve and protect the security of the Bonds and the rights of the Registered Owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

F. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the Registered Owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding under this Ordinance, the City will continue to deposit the Pledged Revenues (or other lawfully available funds) into the Pledged Revenues Account and, if necessary, the Pledged Taxes into the Pledged Taxes Account. The City covenants and agrees with the purchasers of the Bonds and with the Registered Owners thereof that so long as any Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to collect the Pledged Revenues. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and Pledged Taxes may be collected as provided herein and deposited into the Pledged Revenues Account and Pledged Taxes Account, respectively, as provided herein.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the City, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Act.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds.

(a) There have been or shall be established in the City's treasury and shall be held and administered by the Treasurer of the City the Debt Service Fund, consisting of a Pledged Revenues Account and a Pledged Taxes Account.

(b) The Escrow Instruction Letter establishes the Escrow Fund and the Costs of Issuance Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Instruction Letter. The investment and use of money in the Escrow Fund and the Costs of Issuance Fund shall be governed by the provisions of the Escrow Instruction Letter.

Section 502. Deposit of Bond Proceeds. The proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) The sum of \$39,718.20 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Costs of Issuance Fund and shall be disbursed to pay the costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds. Any such money not used for such purpose shall be applied to the payment of interest due on the Bonds on January 1, 2021.

(b) The sum of \$2,851,340.80 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund to pay the principal of and interest on the Refunded Bonds.

Section 503. Application of Money in Debt Service Fund.

(a) All Pledged Moneys designated to pay the principal of and interest on the Outstanding Bonds shall be set aside by the Treasurer of the City and deposited into the Debt Service Fund in accordance with the terms hereof, which is a restricted fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Outstanding Bonds are secured by a pledge of all of the moneys on deposit in the Debt Service Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

(b) The Treasurer of the City shall transfer and deposit the Pledged Moneys into the Debt Service Fund in accordance with the terms of this Ordinance. The moneys on deposit in the Debt Service Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided.

(1) *Pledged Revenues Account.* The Treasurer of the City shall transfer and deposit all Pledged Revenues to be applied to the payment of the Bonds into the Pledged Revenues Account.

(2) *Pledged Taxes Account.* The Treasurer of the City shall deposit the Pledged Taxes into the Pledged Taxes Account.

(c) In the event that there shall be moneys to the credit of both the Pledged Revenues Account and the Pledged Taxes Account in the Debt Service Fund on any Interest Payment Date for the Outstanding Bonds, the Pledged Taxes Account shall be fully depleted before moneys to the credit of the Pledged Revenues Account shall be used to pay principal of or interest on the Outstanding Bonds.

(d) Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the City's general fund.

Section 504. Deposits and Investment of Money. Money held in any fund or account referred to in this Ordinance may be invested by the Treasurer of the City at the direction of the City Council, in accordance with this Ordinance and the Federal Tax Certificate; provided, however, that no such

investment may be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment prior to maturity on September 24, 2020 or as soon as possible thereafter. Such bonds shall be redeemed at the principal payment office of The Bank of New York Mellon Trust Company, N.A., the paying agent for the Refunded Bonds, by the payment on the redemption date of the redemption price thereof and accrued interest thereon to the redemption date. In accordance with the requirements of the Series 2012 Bond Ordinance, the City Council hereby authorizes the Mayor or the City Manager to cause notice of the call for redemption and payment of such Refunded Bonds to be given in the manner provided in the Series 2012 Bond Ordinance. The officers of the City, the Escrow Agent and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of such Refunded Bonds as herein provided. The Mayor is hereby directed to prepare and file with the County Clerk of Madison County, Illinois, a certificate directing the abatement of the taxes previously levied to pay the Refunded Bonds.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Illinois;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the Pledged Moneys and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in

compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The City hereby covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved in substantially the form attached hereto as **Exhibit B**, with such changes therein as shall be approved by the Mayor or City Manager and the Bond Compliance Officer (as defined therein), which officers are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments.

(a) The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk. No such modification or alteration may:

- (1) extend the maturity of any payment of principal or interest due upon any Bond;
- (2) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

- (3) permit preference or priority of any Bond over any other Bond; or
- (4) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 806. Additional Bonds.

(a) The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Outstanding Bonds; provided that no Additional Bonds shall be issued except in accordance with the provisions of the Act.

(b) Any such Additional Bonds which may be issued in compliance herewith shall be payable as to principal on January 1 and as to interest on January 1 and July 1 in each year in which principal and interest come due.

Section 807. Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 808. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners of the Bonds.

Section 809. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 810. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 811. Effective Date. This Ordinance shall take effect and be in full force immediately from and after passage by the City Council.

ADOPTED by the City Council of the City of Highland, Illinois on the 17th day of August, 2020.

Aye: _____.

Nay: _____.

Absent: _____.

[Remainder of Page Intentionally Left Blank.]

APPROVED by me, as Mayor of the City of Highland, Illinois, the 17th day of August, 2020.

Mayor

PASSED by the City Council of the City of Highland, Illinois, the 17th day of August, 2020.

Attest: _____
City Clerk

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No.** _____

**Registered
\$** _____

**CITY OF HIGHLAND, ILLINOIS
GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2020**

Interest Rate

Maturity Date

Dated Date

January 1, 20__

August __, 2020

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ **DOLLARS**

THE CITY OF HIGHLAND, ILLINOIS, a municipality and political subdivision of the State of Illinois (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the dated date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on January 1, 2021, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check, electronic transfer or draft to the Person in whose name this Bond is registered at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the office of the Treasurer of the City (the "Paying Agent") in Highland, Illinois, or at any other payment office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (b) by electronic transfer to such Registered Owner upon written notice given to the Paying Agent not less than 15 days prior to the Record Date for such interest and signed by such Owner, containing the electronic transfer instructions including the name and address of

the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020,” aggregating the principal amount of \$2,680,000 (the “Bonds”), issued by the City for the purpose of refunding all of the City’s outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012, under the authority of and in full compliance with the constitution and laws of the State of Illinois, including the Illinois Municipal Code and the Local Government Debt Reform Act, each as supplemented and amended, and an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, Bonds or portions thereof maturing on January 1, 2030 and thereafter may be redeemed and paid prior to maturity on January 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year.

The Bonds are payable ratably and equally from (1) proceeds received by the City from time to time from the issuance of its general obligation bonds to the fullest extent permitted by law, including Section 8-5-16 of the Illinois Municipal Code, as amended, and such other funds of the City as may be lawfully available and annually appropriated for such payment (collectively, the “Pledged Revenues”), and (2) ad valorem property taxes levied upon all of the taxable property in the City without limitation as to rate or amount (the “Pledged Taxes”), all in accordance with the provisions of the Act. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$100,000 and integral multiples of \$5,000 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal corporate trust office of the Paying Agent, or such other office designated by the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered

Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS BOND SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED HOLDERS, AS THAT TERM IS DEFINED IN THE ORDINANCE. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Illinois and that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due.

IN WITNESS WHEREOF, THE CITY OF HIGHLAND, ILLINOIS, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF HIGHLAND, ILLINOIS

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

TREASURER OF THE CITY,
as Paying Agent

(Seal)

ATTEST:

By _____
Treasurer of the City

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

**EXHIBIT B
TO ORDINANCE**

FEDERAL TAX CERTIFICATE

[On File in the Office of the City Clerk.]

**EXHIBIT C
TO ORDINANCE**

ESCROW INSTRUCTION LETTER

[On File in the Office of the City Clerk.]

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Highland, Illinois, and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true and complete copy of an ordinance adopted at a legally convened meeting of said City Council of said City held on the 17th day of August, 2020.

I do further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this 24th day of August, 2020.

(SEAL)

City Clerk, City of Highland, Illinois

GILMORE & BELL, P.C.
DRAFT 1 – JULY 29, 2020
FOR DISCUSSION PURPOSES ONLY

FEDERAL TAX CERTIFICATE

Dated as of August 1, 2020

OF

CITY OF HIGHLAND, ILLINOIS

\$2,680,000
General Obligation Refunding Bonds
(Alternate Revenue Source)
Series 2020

FEDERAL TAX CERTIFICATE

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- Exhibit C** – Description of Property Comprising the Financed Facility
- Exhibit D** – Sample Annual Compliance Checklist
- Exhibit E** – Tax-Exempt Financing Compliance Policy and Procedure

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”), is executed as of August 1, 2020, by the **CITY OF HIGHLAND, ILLINOIS**, a non-home rule city and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$2,680,000 principal amount of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020 (the “Bonds”), under an ordinance approved by the City Council of the Issuer on August 17, 2020 (the “Ordinance”), for the purposes described in this Tax Certificate and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The Issuer adopted a Tax-Exempt Financing Compliance Policy and Procedure on March 19, 2012 (the “Tax Compliance Procedure”), a copy of which is attached hereto as **Exhibit E**, for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the

meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date, as further described in **Section 4.2** hereof and substantially in the form attached hereto as **Exhibit D**.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Ordinance.

“Bond Compliance Officer” means the Director of Finance of the Issuer or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Year” means each 1-year period (or shorter period for the first Bond Year) ending January 1, or another 1-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Issuance Fund” means the fund by that name established pursuant to the Escrow Instructions.

“Escrow Agent” means BOKF, N.A., St. Louis, Missouri, and any successors or assigns.

“Escrow Fund” means the fund by that name established pursuant to the Escrow Instructions.

“Escrow Instructions” means the Letter of Escrow Instructions dated August 24, 2020 from the Issuer to the Escrow Agent.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations maintained by the Bond Compliance Officer as part of the Tax-Advantaged Bond File, a summary of which is set forth on **Exhibit C**.

“Financed Facility” means the portion of the Project financed or refinanced with the proceeds of the Original Obligations as described on **Exhibit C**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other

replacement proceeds, and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (A) Debt Service Fund.
- (B) Costs of Issuance Fund.
- (C) Escrow Fund.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (*e.g.*, a forward supply contract).

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means August 24, 2020.

“Issuer” means the City of Highland, Illinois and its successors and assigns, or any body, agency or instrumentality of the State of Illinois succeeding to or charged with the powers, duties and functions of the Issuer.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (a) the issue date of the Original Obligations or (b) the date the property was or will be placed in service, and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means September 19, 2011 as described in **Section 2.1(i)**.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Ordinance” means the Ordinance adopted by the City Council of the Issuer on August 17, 2020, which authorized the issuance of the Bonds.

“Original Obligations” means the Series 2012 Bonds, which were the first issue of tax-exempt governmental bonds that financed or refinanced a portion of the Financed Facility.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped by the Issuer using proceeds of the Original Obligations and Qualified Equity, all as described on **Exhibit C**.

“Purchaser” means FCB Bank, Collinsville, Illinois, as the original purchaser of the Bonds.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-

Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Refunded Obligations” means all of the outstanding Series 2012 Bonds.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2012 Bonds” means the Issuer's \$3,750,000 original principal amount of General Obligation Bonds (Alternate Revenue Source), Series 2012, issued on July 12, 2012, the proceeds of which financed new money capital expenditures.

“Tax-Advantaged Bond File” means documents and records for the Bonds and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Issuer's Tax-Exempt Financing Compliance Policy and Procedure, dated March 19, 2012, a copy of which is attached hereto as **Exhibit E**.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a political subdivision organized and existing under the laws of the State of Illinois, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Ordinance, to adopt the Ordinance, to enter into, execute and deliver the Bonds and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by

all necessary action has been duly authorized to execute and deliver the Bonds and this Tax Certificate, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Covenant and Allocation of Proceeds to Project.*

(1) The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Issuer has accounted for the expenditure of the Bond proceeds and Qualified Equity for the Project as described in **Section 4.2**. For purposes of the following covenants related to the use of the Financed Facility portion of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity.

(c) *Governmental Obligations—Use of Proceeds.* Throughout the Measurement Period, (1) all of the Financed Facility has been and is expected to be owned by the Issuer or another Qualified User, (2) no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use, and (3) the Issuer will not permit any Non-Qualified Use of the Financed Facility without first consulting with Bond Counsel.

(d) *Governmental Obligations—Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the principal of and interest on the Bonds will be, and the payment of principal of and interest on the Refunded Obligations has not been (under the terms of the Bonds or any underlying arrangement), directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the Issuer has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period the Issuer will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) *Leases.* As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. During the

Measurement Period the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) *Limit on Maturity of Bonds.* A list of the assets included in the Project and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit C**. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facility, as such terms are used in Code § 147(b). The “average reasonably expected economic life” of the Financed Facility was determined as follows: the average economic life of the Project as of the issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date.

(i) *Expenditure of Bond Proceeds.*

(1) General. The Issuer evidenced each allocation of the proceeds of the Original Obligations and Qualified Equity for the Project to an expenditure in writing. No allocation was made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the Issuer adopted an ordinance declaring the intent of the Issuer to finance the Financed Facility with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Facility prior to the issuance of those bonds. No portion of the Net Proceeds of the Original Obligations was used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the ordinance was adopted, except as described in the Federal Tax Certificate for the Original Obligations.

(j) *Registered Bonds.* The Ordinance requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. An “as-filed” copy of the Form 8038-G, along with proof of filing, will be included as **Exhibit B**.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The

Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds or the Refunded Obligations. The Issuer will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation (Designation).* The Issuer designates \$61,059.00 of sale proceeds of the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Bonds are issued, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Bonds are issued, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining an Opinion of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

(s) *Bank Qualified Tax-Exempt Obligation (Deemed Designation).* The Bonds are part of a refunding of an obligation that was a bank-qualified obligation (a “qualified tax-exempt obligation”) under Code § 265(b)(3). The Bonds will not advance refund the Refunded Obligations. Either (1) the average maturity date of the Bonds is not later than the average maturity date of the Refunded Obligations or, (2) alternatively, the average maturity of the Original Obligations and the Refunded Obligations was 3 years or less. The final maturity date of the Bonds is not later than 30 years after the date the Original Obligations were issued. Neither (i) the aggregate principal amount nor (ii) the aggregate issue price (sale proceeds) of the entire new issue (new money and refunding) exceeds \$10,000,000. On the basis of these representations, Bond Counsel has concluded that, to the extent that the amount of the Bonds does not exceed the outstanding amount of the Refunded Obligations, that portion of the Bonds is deemed designated as qualified tax-exempt obligations under Code § 265(b)(3).

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance

of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The individuals executing this Tax Certificate on behalf of the Issuer are officers of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Bonds are being issued for the purpose of providing funds to refund the Refunded Obligations and pay certain costs of issuing the Bonds. The purpose of refunding the Refunded Obligations is to (a) achieve interest cost savings, (b) reduce the debt service requirements for the next several years, and (c) provide an orderly plan of financing.

Section 3.4. Funds and Accounts. The Debt Service Fund has been established under the Ordinance. In addition, the Escrow Fund and the Costs of Issuance Fund are established in the custody of the Escrow Agent under the Escrow Instructions.

Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be as follows:

Principal Amount	\$2,680,000.00
Plus Original Issue Premium	<u>211,059.00</u>
Total Proceeds Received by Issuer	<u>\$2,891,059.00</u>

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) The sum of \$39,718.20 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Costs of Issuance Fund and shall be disbursed to pay the costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds. Any such money not used for such purpose shall be applied to the payment of interest due on the Bonds on January 1, 2021.

(2) The sum of \$2,851,340.80 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund to pay the principal of and interest on the Refunded Obligations on September 24, 2020.

Section 3.6. Reserved.

Section 3.7. Current Refunding.

(a) *Proceeds Used For Current Refunding.* Proceeds of the Bonds will be used to pay principal of and interest on the Refunded Obligations. All of these proceeds will be spent on September 24, 2020, which is not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore there are no transferred proceeds of the Bonds.

Section 3.8. Project Completion. The Financed Facility has previously been completed.

Section 3.9. Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. These payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or refund the Refunded Obligations, and that instead has been or will be used to acquire higher Yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Purchaser's certifications in the Purchaser's Receipt for Bonds and Closing Certificate, the issue price of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule") is the price paid by the Purchaser (\$2,891,059.00).

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is 1.2453%, as computed by Bond Counsel as shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The Issuer when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction amounts, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Advantaged Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures.* Proceeds of the Bonds will be used as described in **Sections 3.5** and **3.7**. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Advantaged Bond File. The Bond Compliance Officer has prepared written records substantiating the allocation of proceeds the Original Obligations to the Financed Facility through requisitions from the project fund established under the ordinance authorizing the Original Obligations. This allocation is summarized on **Exhibit C** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist.* Attached as **Exhibit D** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice or an Opinion of Bond Counsel to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice or Opinion of Bond Counsel required under the provisions of this Tax Certificate, including any advice or Opinion of Bond Counsel required by this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Costs of Issuance.* Bond proceeds used to pay costs of issuance may be invested without Yield restriction for 13 months.

(b) *Proceeds Allocable to Current Refunding.* Bond proceeds allocable to a current refunding of the Refunded Obligations (see **Section 3.7**) may be invested without Yield restriction for up to 90 days after the Issue Date.

(c) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such fund may be invested without Yield restriction for 13 months after the date of

deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using 1 of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without

regard to any other formal or informal agreement that the potential provider has with the Issuer or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least 3 bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer retains the following records with the Bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Bonds Exempt from the Rebate Requirement.

(a) *The Bonds Qualify as a Rebate-Exempt Small Issue.*

(1) The aggregate face amount of the Bonds does not exceed \$5,000,000;

(2) Each Refunded Obligation was issued as part of an issue that was exempt from arbitrage rebate under the small-issuer exception of Code § 148(f)(4)(D);

(3) The average maturity of the Bonds is not later than the average maturity of the Refunded Obligations;

(4) No Bond has a maturity date later than 30 years after the issue date of the Original Obligations.

(b) *Conclusion as to Small Issuer Exemption.* Based on these certifications, Bond Counsel has advised the Issuer that the Bonds are exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

Section 4.6. Filing Requirements. The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Certificate regarding payment of arbitrage rebate and yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** hereof relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the parties to this Tax Certificate without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer receives this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to it in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the Issuer its respective successors and assigns, and inures to the benefit of the parties to this Tax Certificate and the owners of the Bonds. Nothing in this Tax Certificate or in the Ordinance or the Bonds, express or implied, gives to any person, other than the parties to this Tax Certificate, their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Bondowners pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Illinois.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be sent, received or stored, by electronic means.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, by their execution of this Tax Certificate, hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer as of the Issue Date.

CITY OF HIGHLAND, ILLINOIS

By: _____
Title: Mayor

By: _____
Title: Bond Compliance Officer

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT D

**SAMPLE
ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt bonds (“Bonds”) financing Financed Facility:	General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020
Issue Date of Bonds:	August 24, 2020
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the Issuer during the entire Annual Period? If “Yes,” skip to Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days? If “No,” skip to Item 3.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity? If “No,” skip to Item 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the Management or Service Agreement? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility? If “No,” skip to Item 5	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Arbitrage & Yield Restriction	(1) Were all sale proceeds of the Bonds spent as described in Section 3.5 of the Federal Tax Certificate? (2) Has the Issuer set aside money in any fund or account in excess of an amount needed to pay debt service on the Bonds within the next 12 months (i.e. is more than one year of debt service pre-funded)? If “No” to Question 1 or “Yes” to Question 2, contact Rebate Analyst or Bond Counsel and incorporate report or include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT E

TAX-EXEMPT FINANCING COMPLIANCE POLICY AND PROCEDURE

GILMORE & BELL, P.C.
DRAFT 2 – JULY 29, 2020
FOR DISCUSSION PURPOSES ONLY

LETTER OF ESCROW INSTRUCTIONS

August 24, 2020

Mr. Victor Zarrilli
BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102

Re: \$3,750,000 original principal amount of City of Highland, Illinois, General Obligation Bonds (Alternate Revenue Source), Series 2012

Dear Mr. Zarrilli:

The City of Highland, Illinois (the “City”) has authorized the issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020 (the “Bonds”) to pay the principal of, redemption premium, if any, and interest on the above-referenced bonds maturing in the years 2021 and thereafter (the “Refunded Bonds”) on September 24, 2020 (the “Redemption Date”).

BOKF, N.A., as escrow agent (the “Escrow Agent”), shall create and establish the following special and irrevocable trust funds to be held in the custody of the Escrow Agent and designated as follows:

- (a) the “Escrow Fund for the City of Highland, Illinois, General Obligation Bonds (Alternate Revenue Source), Series 2012” (the “Escrow Fund”); and
- (b) the “Costs of Issuance Fund for the City of Highland, Illinois, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020” (the “Costs of Issuance Fund”).

Upon the issuance of the Bonds, the Escrow Agent will receive (a) \$2,851,340.80 of proceeds of the Bonds for deposit in the Escrow Fund, and (b) \$39,718.20 from the proceeds of the Bonds for deposit in the Costs of Issuance Fund.

The Escrow Agent shall apply the money in the Costs of Issuance Fund to pay the costs of issuance set forth on **Schedule 1** hereto. Upon the earlier of the payment of all costs identified on **Schedule 1** hereto or January 1, 2021, all remaining money in the Costs of Issuance Fund shall be transferred to the City for deposit in the City’s Debt Service Fund.

The Escrow Agent shall hold the money on deposit in the Escrow Fund in cash. The holders of the Refunded Bonds are hereby given an express lien on and security interest in the cash in the Escrow Fund.

The cash in the Escrow Fund is hereby pledged and assigned and shall be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds.

On the Redemption Date, the Escrow Agent shall withdraw from the Escrow Fund \$2,851,340.80 and shall transfer such amount on the Redemption Date to The Bank of New York Mellon Trust Company, N.A., as paying agent for the Refunded Bonds (the "Paying Agent"), pursuant to the wiring instructions on **Exhibit A** hereto, so that immediately available funds will reach the office of the Paying Agent on or before 12:00 Noon, Central Time, on the Redemption Date for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds.

The Escrow Agent shall not be liable for any loss resulting from any transfer or other disposition made pursuant to this Letter in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Letter or otherwise.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the money to pay the Refunded Bonds. So long as the Escrow Agent applies the money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Letter.

The aggregate amount of the costs, fees and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Letter and in carrying out any of the duties, terms or provisions of this Letter is a one-time fee of \$200.00 payable upon the delivery of the Bonds.

The Escrow Agent and its respective successors, assigns, agents, directors, officers, employees and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Letter, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, or any payment, transfer or other application of the moneys or securities held by the Escrow Agent in accordance with the provisions of this Letter or by reason of any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Letter. The Escrow Agent may consult with counsel who may or may not be counsel to the City, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Letter, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City.

Mr. Victor Zarrilli
August 24, 2020
Page 3

Very truly yours,

CITY OF HIGHLAND, ILLINOIS

By: _____
Mayor

Acknowledged and agreed to this 24th day of August, 2020.

BOKF, N.A.,
as Escrow Agent

By: _____
Title: Senior Vice President

EXHIBIT A

**WIRING INSTRUCTIONS TO
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

SCHEDULE 1

COSTS OF ISSUANCE

<u>PAYEE</u>	<u>AMOUNT</u>	<u>DESCRIPTION OF SERVICES</u>
BOKF, N.A.	\$ 200.00	Escrow Agent fee
Gilmore & Bell, P.C.	21,000.00	Bond Counsel fees and expenses
WM Financial Strategies	<u>14,000.00</u>	Financial Advisor fee
TOTAL	<u>\$35,200.00</u>	



City of Highland

Finance Department

MEMO TO: Mark Latham, City Manager
FROM: Kelly Korte, Director of Finance
SUBJECT: Northside TIF #2 Refinancing Bond Documents
DATE: August 10, 2020

Included on the Council agenda for Monday August 17th are Bond Documents for council approval in order to finalize the refinancing of the Outstanding 2012 Northside TIF Conservation Bonds. Following the completion of this approval, the bond closing is scheduled for August 24th.

This refunding is expected to save the City **\$309,403** over the remaining life of the bonds. This is an increase of \$143,000 over what was anticipated to be saved when the refunding process was initiated in early 2020.

If you should have further questions please contact me.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING SOLE SOURCE PURCHASE OF SERVICES
FROM TANTALUS SYSTEMS, INC. FOR ANNUAL
MAINTENANCE AND TECHNICAL SUPPORT**

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 selected Tantalus Systems, Inc. (“Tantalus”) to be the provider of City’s smart grid meter network; and

WHEREAS, City has determined that the purchase of Tantalus hardware and the use of Tantalus software requires software maintenance updates, endpoint licenses, and ongoing technical support; and

WHEREAS, City has determined the annual support from Tantalus is necessary to facilitate the ongoing functioning of the City’s smart grid meter network; and

WHEREAS, City is permitted by Illinois law to purchase services, including services from Tantalus for annual maintenance and technical support, when there is no comparable competitive product or service and is available from only one supplier or source; and

WHEREAS, City has determined services from Tantalus for annual maintenance and technical support can only be purchased from Tantalus; and

WHEREAS, City has determined the services from Tantalus for annual maintenance and technical support will cost City \$45,523.32 to purchase (*See* “Tantalus Invoice” attached hereto as **Exhibit A**); and

WHEREAS, the Director of Light and Power has informed the City Council that the services from Tantalus for annual maintenance and technical support are budgeted in the 2021 City fiscal budget; and

WHEREAS, the City Council finds that the Tantalus Invoice (**Exhibit A**) for the purchase of services from Tantalus for annual maintenance and technical support should be approved; and

WHEREAS, the City Council deems it to be in the best interests of City to purchase services from Tantalus for annual maintenance and technical support (**Exhibit A**) as a Sole Source Purchase; and

WHEREAS, the City Council also finds that the City Manager should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to make the purchase, pursuant to the Tantalus Invoice (**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. Purchase of services from Tantalus for annual maintenance and technical support (**Exhibit A**) as a Sole Source Purchase 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 make the purchase.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the _____ day of _____, 2020, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



Invoice

Date: July 23, 2020	Page: 1
Invoice Number AM2020-068	

Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606 USA
Phone: 604-299-0458
Fax: 604-451-4111

Wire Payment to:
Tantalus Systems Inc.
Comerica Bank
226 Airport Parkway, San Jose, CA 95110
ABA/Routing Number: 121137522
SWIFT Code: MNBDUS33
Account Number: 1894554193

FOB Vancouver	Destination Highland
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Sold To:
City of Highland
P.O. Box 218
1115 Broadway
Highland, IL 62249

Ship To:
P.O. Box 218
1115 Broadway
Highland, IL 62249
USA

Order No. 2020 AM&TSA	PO Number PREMIUM 2020	Ship Via	Terms NET30
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Qty. Ord.	Qty. Shp	Item Number	Description	Unit Price	UOM	Amount
1	1	2020AMTSAP	Annual Maintenance---Premium Server, Software Annual Maintenance & TSA Premium Support & TUNet Maintenance Fees	45,523.32	EA	45,523.32

Comments: 2020 AM&TSA	Subtotal	USD	45,523.32
	Total sales tax	USD	0.00
	Total Amount	USD	45,523.32

Remit Check to:
Tantalus Systems Inc. PO BOX 674556 DETROIT MI 48267-4556



City of Highland

Department of Light and Power

Memo to: Mark Latham, City Manager
From: Dan Cook, Director of Light & Power
Date: July 29, 2020
Subject: Tantalus Meter Annual Maintenance and Technical Support Payment

RECOMMENDATION

I recommend that you seek council approval to pay the attached invoice from Tantalus Systems Inc. for \$45,523.32 for the purchase of a Technical Support and Annual Maintenance Agreement per the attached invoice.

DISCUSSION

As you are aware the city selected Tantalus to be the provider of our Smart Grid Meter Network and along with the purchase of their hardware and use of their software comes an annual support fee that covers software maintenance updates, endpoint licenses and ongoing technical support. This annual support is necessary to facilitate the ongoing functioning of our system.

FISCAL IMPACT

This item is budgeted for in the 2021 Fiscal budget under GL#101-101-5-390-50.


CONCURRENCE

Recommended by:



Daniel Cook, Director of Light & Power

Approved by:



Mark Latham, City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ALCOHOLIC LIQUOR, TO INCREASE THE NUMBER OF A2 LIQUOR LICENSES TO FIVE, AND DECREASE THE NUMBER OF D2 LIQUOR LICENSES TO TEN

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

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

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

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

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

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

6-2-6 CLASSIFICATION - FEE – LIMITATION.

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

b. Class "A2" license may permit the licensee to operate video gaming terminals upon the premises. Class "A2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "A2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's class "A2" license without refund of any portion of the license fee. An applicant for the class "A2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.
2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.
3. No more than six (6) video gaming terminals may be located on any class "A2" licensee's premises.
4. Every class "A2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 *et seq.*, as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.
5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.
6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a Class "A2" license shall be Five Hundred Dollars (\$500.00).

and;

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class "D2" liquor licenses as follows:

6-1 CLASSIFICATION - DEFINITIONS.

Restaurant means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where meals actually are served and regularly served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. (See 235 ILCS Sec. 5/1-3.23)

6-2-6 CLASSIFICATION – FEE – LIMITATION.

(4) *Class "D1" and class "D2" licenses: Restaurants.* Class "D1" and class "D2" licenses shall authorize the sale of alcoholic liquor of all varieties at retail for consumption on the premises in conjunction with the operation of a restaurant, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

b. Class "D2" license may permit the licensee to operate video gaming terminals upon the premises. Class "D2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "D2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's Class "D2" license without refund of any portion of the license fee. An applicant for the class "D2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six video gaming terminals may be located on any class "D2" licensee's premises.

4. Every class "D2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "D2" license shall be \$500.00.

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently limits the number of City Liquor licenses issued as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	5
Class B	Unlimited
Class C	Unlimited
Class D1	8
Class D2	10
Class E	Unlimited
Class F	Unlimited
Class G	2
Class H1	Unlimited
Class H2	1

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to increase the number of A2 liquor licenses from four (4) to five (5) licenses; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to decrease the number of D2 liquor licenses from eleven (11) to ten (10) licenses; and

WHEREAS, City has determined the additional A2 liquor license will be issued to a qualified applicant by way of separate resolution.

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. Chapter 6, of the Code of Ordinances, City of Highland, shall now read:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.
- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	5
Class B	Unlimited
Class C	Unlimited
Class D1	8
Class D2	10
Class E	Unlimited
Class F	Unlimited
Class G	2
Class H1	Unlimited
Class H2	1

Section 3. The number of A2 liquor licenses will be increased from four (4) licenses to five (5) licenses.

Section 4. The additional A2 liquor license will be issued to a qualified applicant by way of separate resolution.

Section 5. The number of D2 liquor licenses shall be decreased from eleven (11) to ten (10) licenses.

Section 6. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2020, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:
NOES:

APPROVED:

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

ATTEST:

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

RESOLUTION NO. _____

A RESOLUTION ISSUING AN “A2” LIQUOR LICENSE AND WITHDRAWING A “D2” LIQUOR LICENSE FOR DIMAGGIO’S PIZZA & PASTA OF ILLINOIS, LLC, D/B/A DIMAGGIO’S PIZZA SIP SPIN WIN, PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ENTITLED ALCOHOLIC LIQUOR

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

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

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

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

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

WHEREAS, Giuseppe DiMaggio, owner of DiMaggio’s Pizza & Pasta of Illinois, LLC, d/b/a DiMaggio’s Pizza Sip Spin Win (hereinafter “DiMaggio’s Pizza”) desires to change its liquor license classification from “D2” (Restaurant with gaming) to “A2” (Tavern with gaming); and

WHEREAS, DiMaggio’s Pizza has submitted an Application for a Retail Liquor Dealer’s License to City (*see* Application attached hereto as **Exhibit A**); and
WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “A2” liquor licenses as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

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

b. Class "A2" license may permit the licensee to operate video gaming terminals upon the premises. Class "A2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "A2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's class "A2" license without refund of any portion of the license fee. An applicant for the class "A2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.
2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.
3. No more than six (6) video gaming terminals may be located on any class "A2" licensee's premises.
4. Every class "A2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 *et seq.*, as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.
5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.
6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a Class "A2" license shall be Five Hundred Dollars (\$500.00).

and;

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “D2” liquor licenses as follows:

6-1 CLASSIFICATION - DEFINITIONS.

Restaurant means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served, and where meals actually are served and regularly served, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. (See 235 ILCS Sec. 5/1-3.23)

6-2-6 CLASSIFICATION – FEE – LIMITATION.

(4) *Class "D1" and class "D2" licenses: Restaurants.* Class "D1" and class "D2" licenses shall authorize the sale of alcoholic liquor of all varieties at retail for consumption on the premises in conjunction with the operation of a restaurant, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

b. Class "D2" license may permit the licensee to operate video gaming terminals upon the premises. Class "D2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "D2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's Class "D2" license without refund of any portion of the license fee. An applicant for the class "D2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six video gaming terminals may be located on any class "D2" licensee's premises.

4. Every class "D2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "D2" license shall be \$500.00.

WHEREAS, Because DiMaggio's Pizza desires to focus on pizza delivery, pizza carry-out, tavern business, and gaming business, DiMaggio's Pizza desires to obtain an "A2" tavern liquor license with gaming and relinquish its existing "D2" restaurant liquor license with gaming; and

WHEREAS, DiMaggio's Pizza's Application for Retail Liquor Dealer's License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City Council recently passed an Ordinance increasing the number of "A2" liquor licenses available from four (4) to five (5); and

WHEREAS, City has determined there is one "A2" liquor license currently available to be issued to DiMaggio's Pizza; and

WHEREAS, City has determined the number of "D2" liquor licenses has been reduced from eleven (11) to (10); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue DiMaggio's Pizza an "A2" Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the "A2" liquor license to DiMaggio's Pizza; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue an "A2" liquor license to DiMaggio's Pizza.

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

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

Section 2. City shall issue an “A2” liquor license to DiMaggio’s Pizza.

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

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___day of_____, 2020, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE

CITY OF HIGHLAND

NAME OF INDIVIDUAL FILLING FORM OUT: Giuseppe DiMaggio

TELEPHONE: 618-334-3957

DATE OF APPLICATION: 7/31/20

LIQUOR LICENSE CLASS A2

1. COPY OF DRAM SHOP INSURANCE
2. COPY OF LEASE/ CONTRACT
3. COPY OF DIAGRAM OF PREMISES
4. COPY OF STATE OF ILLINOIS LICENSE
5. PROOF OF STATE OF IL CLASSIFICATION, FOR EXAMPLE, LLC, DBA, INC.



APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

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

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

1. Applicant: Giuseppe DiMaggio - DiMaggio's Pizza Pasta of Illinois, LLC
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION ---TYPE OR PRINT CLEARLY)
 2. Trade, Partnership or Assumed Name DiMaggio's Pizza SIP SPIN WIN
 3. Give date partnership/corporation was formed under name given on Line 1: 11/1/2018
Month Day Year
 4. Location of above place of business 808 Broadway Highland IL 62249
NUMBER STREET CITY STATE ZIP CODE
 5. Has your assumed name been filed with the County Clerk?
Yes
 6. Are alcoholic liquors stored but not sold at any location other than the one given above?
No
If "yes", give location: _____
 7. Check principal kind of business:

NUMBER	STREET	CITY	STATE	ZIP CODE
<input type="checkbox"/> Restaurant	<input checked="" type="checkbox"/> Tavern			
<input type="checkbox"/> Hotel	<input type="checkbox"/> Grocery Store		<input type="checkbox"/> Amusement Place	
<input type="checkbox"/> Club	<input type="checkbox"/> Package Store		<input type="checkbox"/> Department Store	
<input type="checkbox"/> Country Club	<input type="checkbox"/> Gaming Hall		<input type="checkbox"/> Convenience Store	
 8. Give name and address of owner of premises: Daniel Delaney
 9. Has a Liquor License been revoked at this location within the past year? No
 10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: Giuseppe DiMaggio 11/10/1986
50 Tamarack Ln Unit A Highland, IL 62249
- A. Is such manager a resident of the City of Highland, Illinois? YES NO

11. If "yes", how long and address of person 17 years, 50 Tamarack Ln Unit A Highland, IL 62249

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

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

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

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

14. Applicant Information: Name Giuseppe DiMaggio

A. Residence Address 50 Tamarack Ln Unit A Highland, IL 62249
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: St. Louis, MO
NAME OF CITY, COUNTY AND STATE

Date of Birth: November 10, 1986
Month Day Year

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

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

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

Date: _____ State disposition of application: _____

Give address: _____

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

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

15. Co-Applicant information: Name N/A

A. Residence Address _____
NUMBER STREET CITY STATE ZIP CODE

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

Date of Birth: _____
Month Day Year

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

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

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

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

Street Address: 808 Broadway Highland, IL 62249

Owner of Property: Delaney Daniel
Last First MI

Address: 1709 Main St. Highland IL 62249
Street/ PO Box City State Zip

Lease from: Month June Day 1 Year 2020 TO

Month June Day 1 Year 2021

(Attach copy of lease to this application)

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

NO

A. If yes, the disposition and date of said application _____

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

C. If yes, the reasons therefor _____

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

<u>Becky Rock</u>	<u>1027 St Rt 160 Highland</u>	<u>618-530-3794</u>
Name	Address	Phone
<u>Janet Nicolaidis</u>	<u>2030 Broadway Highland</u>	<u>618-654-4754</u>
Name	Address	Phone
<u>Giovanna May</u>	<u>114 Bayhill Blvd Glen Carbon</u>	<u>618-972-6431</u>
Name	Address	Phone
<u>Brian Ruffini</u>	<u>13320 Sugar Creek Rd. Highland</u>	<u>618-781-5000</u>
Name	Address	Phone
<u>Cheyenne Perry</u>	<u>15 Rosin Highland, IL</u>	<u>618-334-3895</u>
Name	Address	Phone

AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF July, A.D., 2020



Breann Speraneo

Notary Public

(SEAL)

APPLICANT (S):

Giuseppe D. Magge

CLERK

Di Maggio's Pizza and Pasta has run as a dine in restaurant for the last 17 years, with a majority of that being patrons coming in to eat our buffet. Along with dine in, we offer carry out and delivery. We have an existing liquor license, as we offer alcohol to drink on site and we have 3 gaming machines.

COVID struck back in March of 2020 and our business as we knew it stopped. We were able to still do carry out and delivery, but increased awareness around COVID and how it spreads has caused us to rethink how we need to conduct business.

While a buffet is allowed to be open at this point, we believe many patrons would, rightfully so, have concern about eating from a self serve buffet. We had to reasonably consider the fact that business would likely never resume to the place it was before.

We have decided to monopolize our existing liquor license and gaming machines supplied through Accel Entertainment and change our plan of business.

We are going to be running business as a gaming parlor with a bar and full service kitchen. We will continue to provide carry out and delivery services as we have in the past. A walk path will lead customers in the front door, where you can walk straight towards the kitchen and place an order or pick up an order. Customers 21 and up will walk the same path but may enter an opening that leads to the main gaming area/bar. We are going to be running around ~~6~~ ^{SIX} gaming machines.

Our patrons that are playing the gaming machines will have access to provided pizza and finger foods, so long as they are playing. A minimal amount of tables will be placed where patrons came come in the late evening to enjoy a pizza and a cold drink.

Our current staff will remain in place. Our waitresses are switching over to bartenders and my kitchen help/delivery drivers will stay the same. I will likely need to hire an additional 1-2 people, eventually. Our exact hours are undecided, but potential longer open hours will require the need for additional staff.

We believe this change will provide a positive impact to they City of Highland. Not only will we potentially expand our employee base and allow a safe place for residents of Highland to patronize, the business will contribute to additional city revenue.

As mentioned, we are unsure of exact hours but we are planning:

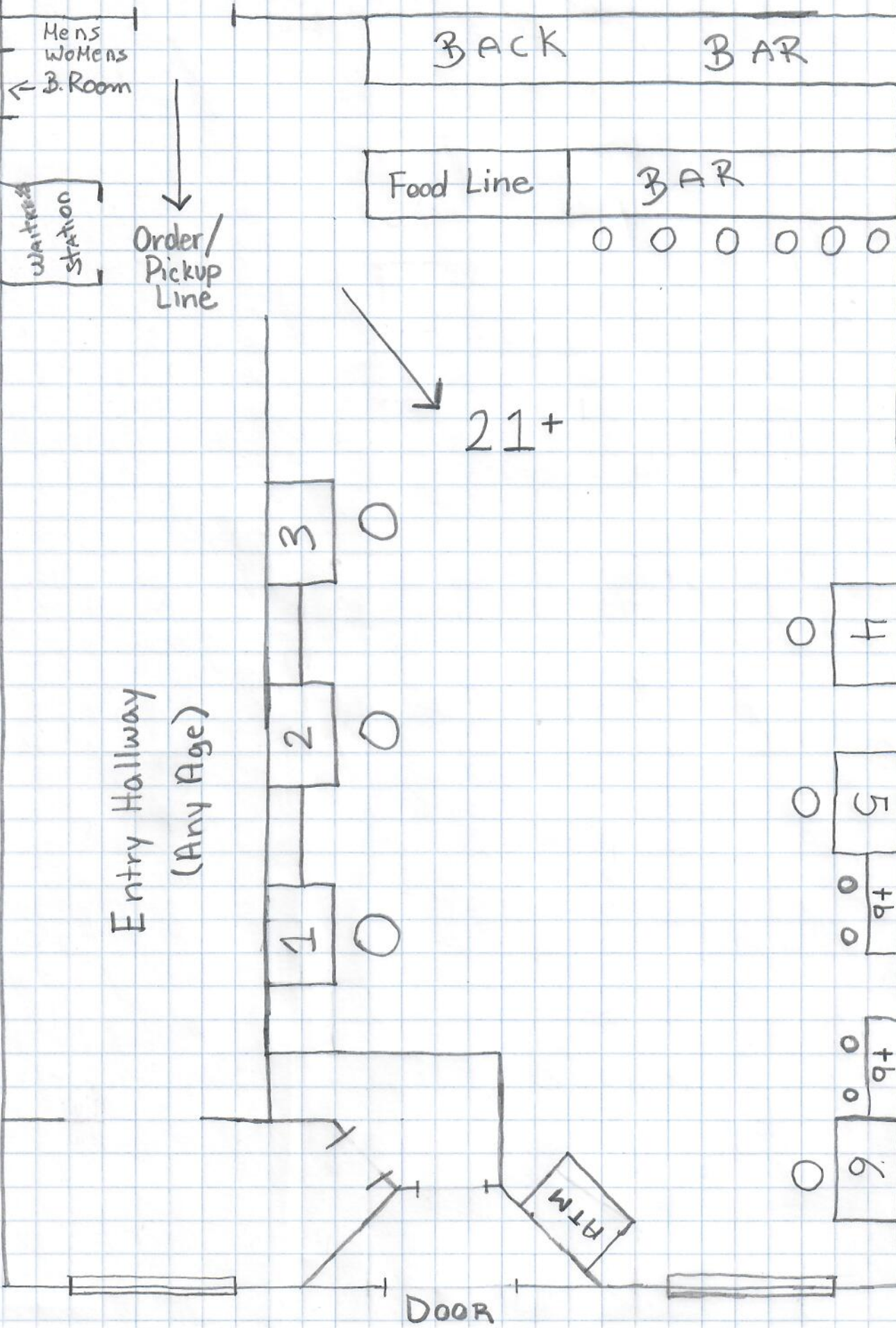
Sunday-Monday - closed

Tuesday - Saturday 11am-12am

We appreciate the city's support for this change of business and look forward to our future in Highland.

Thank you,
Joe Di Maggio

START of Kitchen





City of Highland
Building and Zoning

July 31, 2020

To: Mark Latham, City Manager

From: Breann Speraneo, Director of Community Development

RE: 808 Broadway – DiMaggio's

DiMaggio's Pizza & Pasta of Illinois, LLC DBA DiMaggio's Pizza Sip Spin Win at 808 Broadway is applying for an A2 "tavern" liquor license. The business currently holds a D2 "restaurant" license.

Joe DiMaggio, business owner, has been in frequent contact with City Staff on his revised business plan. After reviewing this plan, City Staff believes A2 would be the appropriate liquor license classification.

After the liquor license issuance is voted on by City Council, DiMaggio's will need to be granted a Special Use Permit for a bar/tavern in the C-2 central business district. The paperwork has been submitted and a written letter of approval from the property owner has been received. The Special Use Permit is set to go to the Combined Planning & Zoning Board for recommendation on September 2, 2020 and to City Council for final approval on September 8, 2020.

RESOLUTION NO. _____

**A RESOLUTION APPROVING ANNEXATION AGREEMENT WITH
DK7 PROPERTIES, LLC**

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

WHEREAS, DK7 Properties, LLC (“Owner”) desires to enter an annexation agreement with City; and

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

WHEREAS, Owner is the owner of record of certain land located in Madison County, Illinois, more particularly described as follows:

MADISON COUNTY PARCEL NUMBER: 01-1-24-06-00-000-024.001

DEED REFERENCE: 2020R01923

Part of the Northeast Quarter of Section 6, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Northeast Quarter; thence N. 00 degrees 00 minutes 00 seconds E. (bearing assumed) along the East line of said Southwest Quarter of the Northeast Quarter, 491.04 feet, to the centerline of Highland and St. Jacob Road; thence S. 68 degrees 54 minutes 42 seconds W. along said centerline, 131.01 feet to the point of beginning; thence continuing along said centerline S. 68 degrees 54 minutes 42 seconds W., 325.06 feet; thence S. 06 degrees 23 minutes 17 seconds W., 149.16 feet; thence N. 88

degrees 26 minutes 11 seconds E., 320.00 feet; thence N. 00 degrees 00 minutes 00 seconds E. 256.46 feet to the point of beginning.

Situated in Madison County, Illinois.

Commonly known as: 12254 and 12258 Highland Road, Highland, Illinois 62249.

hereinafter “Annexed Property”; and

WHEREAS, Owner intends to develop the Annexed Property into bar/tavern and video gaming business establishment subsequent to the Annexed Property being annexed into the City; and

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

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

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

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

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

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

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

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

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

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____ 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

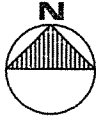
ATTEST:

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

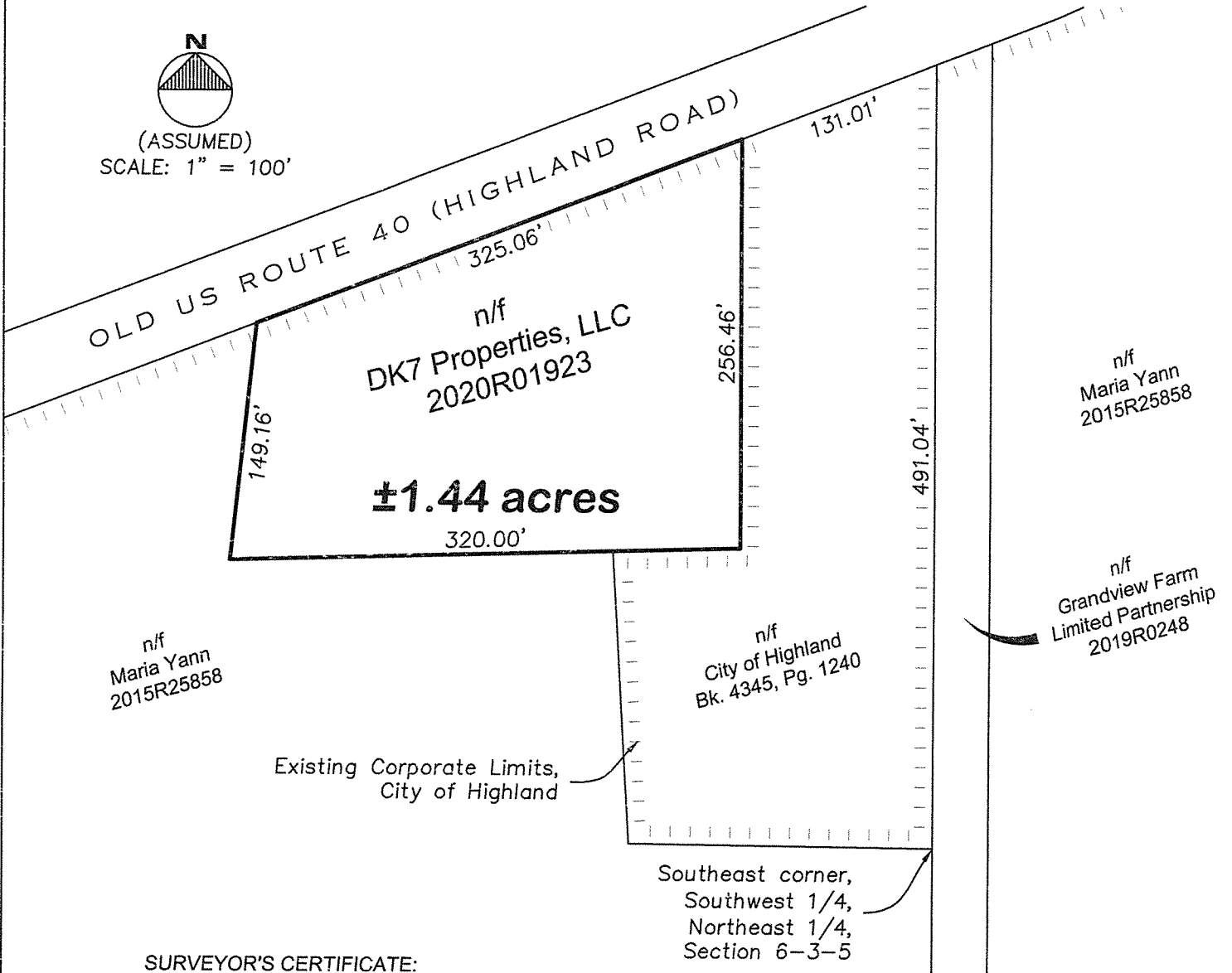
EXHIBIT A

PLAT OF ANNEXATION

PART OF THE NORTHEAST QUARTER OF SECTION 6,
TOWNSHIP 3 NORTH, RANGE 5 WEST OF THE
THIRD PRINCIPAL MERIDIAN, MADISON COUNTY, ILLINOIS



(ASSUMED)
SCALE: 1" = 100'



SURVEYOR'S CERTIFICATE:

This is to certify that at the request of the owners, we have prepared a Plat of Annexation of the property shown hereon and that the description attached hereto as Exhibit "B" is presented with this Plat of Annexation.

Patrick R. Netemeyer I.P.L.S. No. 2704
Expiration Date: November 30, 2020



This plat is a map of the property annexed to the City of Highland, Madison County, Illinois, pursuant to Ordinance No. _____, Dated: _____.

EXHIBIT B

MADISON COUNTY PARCEL NUMBER: 01-1-24-06-00-000-024.001
DEED REFERENCE: 2020R01923

Part of the Northeast Quarter of Section 6, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Northeast Quarter; thence N. 00 degrees 00 minutes 00 seconds E. (bearing assumed) along the East line of said Southwest Quarter of the Northeast Quarter, 491.04 feet, to the centerline of Highland and St. Jacob Road; thence S. 68 degrees 54 minutes 42 seconds W. along said centerline, 131.01 feet to the point of beginning; thence continuing along said centerline S. 68 degrees 54 minutes 42 seconds W., 325.06 feet; thence S. 06 degrees 23 minutes 17 seconds W., 149.16 feet; thence N. 88 degrees 26 minutes 11 seconds E., 320.00 feet; thence N. 00 degrees 00 minutes 00 seconds E. 256.46 feet to the point of beginning.

Situated in Madison County, Illinois.

Commonly known as: 12258 Highland Road, Highland, Illinois 62249.

(the above space for Recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, is made and entered into this _____ day of _____, 2020, by and between the City of Highland, Illinois, hereinafter "City," by and through its Mayor and the members of its City Council (hereinafter "Corporate Authorities"), and DK7 Properties, LLC, an Illinois Limited Liability Company (hereinafter "Owner").

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

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

MADISON COUNTY PARCEL NUMBER: 01-1-24-06-00-000-024.001
DEED REFERENCE: 2020R01923

Part of the Northeast Quarter of Section 6, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Northeast Quarter; thence N. 00 degrees 00 minutes 00 seconds E. (bearing assumed) along the East line of said Southwest Quarter of the Northeast Quarter, 491.04 feet, to the centerline of Highland and St. Jacob Road; thence S. 68 degrees 54 minutes 42 seconds W. along said centerline, 131.01 feet to the point of beginning; thence continuing along said centerline S. 68 degrees 54 minutes 42 seconds W., 325.06 feet; thence S. 06 degrees 23 minutes 17 seconds W., 149.16 feet; thence N. 88 degrees 26 minutes 11 seconds E., 320.00 feet; thence N. 00 degrees 00 minutes 00 seconds E. 256.46 feet to the point of beginning.

Situated in Madison County, Illinois.

Commonly known as: 12254 and 12258 Highland Road, Highland, Illinois 62249.

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

WHEREAS, Owner intends to develop the Annexed Property into a bar/tavern and video gaming business establishment subsequent to the Annexed Property being annexed into City; and

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

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

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

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

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

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

and

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

WHEREAS, it is for the mutual benefit of City and Owner to enter into this Annexation Agreement, as follows:

II. GENERAL AGREEMENT.

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

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

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

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

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

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

6. (Zoning.)

A. Owner realizes and understands that the Annexed Property, when annexed, will be Zoned R-1-C Single Family Residential, subject to the restrictions of the City's Zoning Ordinance for that District.

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

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

7. (Codes and Ordinances; Fees.)

A. To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the City Code, the Zoning Ordinance, the Subdivision Control Ordinance, as hereinafter identified, or any other City code, ordinance, or regulation, the terms, provisions, and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any City code, ordinance, or regulation is hereafter adopted,

amended, or interpreted so as to be less restrictive on Owner with respect to the development of the Property than is the case under the existing law, then at the option of the Owner such less restrictive amendment or interpretation shall control.

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

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

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

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

11. (Utilities.)

A. (General Utility Provisions.)

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

B. (Electric Utilities.)

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

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

C. (Water Utilities.)

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

D. (Sanitary Utilities.)

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

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

- 1) The City, d/b/a Highland Communication Services ("HCS"), so long as it operates its own internet service, cable television service, telephone service, and/or service operation or any kind, and is willing and able to provide internet service, cable television service, telephone service, and/or service operation or any kind, to the Annexed Property shown and described in **Exhibits "A" and "B"**, shall be given the right of refusal to any contract offered by any other services provider for services of internet service, cable television service, telephone service, and/or service

operation or any kind, to the Annexed Property shown and described in Exhibits "A" and "B".

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

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

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

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

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

16. (Miscellaneous.)

- A. (Amendment.) This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law and by the execution of said amendment by the Parties or their successors in interest.
- B. (Severability.) If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other

provisions; covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of Owner.

C. (Entire Agreement.) This Agreement sets forth all agreements, understandings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

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

- 1) City of Highland, Attn: Planning and Zoning Department, 1115 Broadway, Highland, Illinois 62249; and
- 2) Owner – DK7 Properties, LLC, 1402 Mercantile Drive, Highland, Illinois 62249.

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

18. By executing this Annexation Agreement below, each undersigned person attests and affirms that they have the full authority, right and power to enter into this Annexation Agreement and to bind their respective party to the terms of this Annexation Agreement and to perform their respective obligations hereunder.

III. SPECIFIC AGREEMENTS.

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

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

20. The City shall waive its customary connection ("tap") fee for any and all sanitary sewer connections within the Annexed Property, and for obtaining any and all permits required for the installation of the sanitary sewer line, if necessary, for a period of five (5) years from the date of execution of this Agreement.

21. The City shall waive its customary connection ("tap") fee for any and all water connections within the Annexed Property, and for obtaining any and all permits required for the installation of the water line, if necessary, for a period of five (5) years from the date of execution of this Agreement.

22. The City shall waive its customary connection ("tap") fee for any and all electrical connections within the Annexed Property, and for obtaining any and all permits required for the installation of electric services, if necessary, for a period of five (5) years from the date of execution of this Agreement.

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

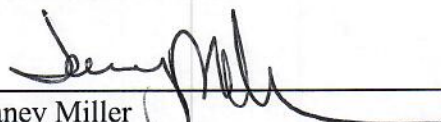
IN WITNESS WHEREOF, the Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate Seal affixed hereto. This Agreement shall be in full force and effect from and after its approval by Ordinance adopted by the Highland City Council.

CITY OF HIGHLAND, ILLINOIS

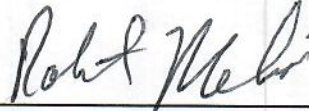
BY: _____
JOSEPH R. MICHAELIS, ITS MAYOR

ATTEST: _____
CITY CLERK

DK7 PROPERTIES, LLC



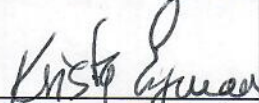
By: Janey Miller
Manager of DK7 Properties, LLC



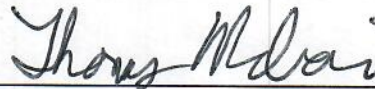
By: Robert Melosi
Manager of DK7 Properties, LLC



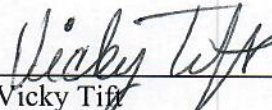
By: Richard Melosi
Manager of DK7 Properties, LLC



By: Thomas Melosi
Manager of DK7 Properties, LLC



By: Kris Eyman
Manager of DK7 Properties, LLC



By: Vicky Tiff
Manager of DK7 Properties, LLC



By: David Melosi
Manager of DK7 Properties, LLC

[BEING ALL THE MANAGERS OF DK7 PROPERTIES, LLC]

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF HIGHLAND,
MADISON COUNTY, ILLINOIS, OWNED BY DK7 PROPERTIES, LLC AND
COMMONLY KNOWN AS 12254 AND 12258 HIGHLAND ROAD, BEARING
PIN: 01-1-24-06-00-000-024.001**

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

WHEREAS, DK7 Properties, LLC (hereinafter "Owner"), is the owner of record of certain land shown on the plat of annexation attached hereto as **Exhibit "A"**; and

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

MADISON COUNTY PARCEL NUMBER: 01-1-24-06-00-000-024.001

DEED REFERENCE: 2020R01923

Part of the Northeast Quarter of Section 6, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Northeast Quarter; thence N. 00 degrees 00 minutes 00 seconds E. (bearing assumed) along the East line of said Southwest Quarter of the Northeast Quarter, 491.04 feet, to the centerline of Highland and St. Jacob Road; thence S. 68 degrees 54 minutes 42 seconds W. along said centerline, 131.01 feet to the point of beginning; thence continuing along said centerline S. 68 degrees 54 minutes 42 seconds W., 325.06 feet; thence S. 06 degrees 23 minutes 17 seconds W., 149.16 feet; thence N. 88

degrees 26 minutes 11 seconds E., 320.00 feet; thence N. 00 degrees 00 minutes 00 seconds E. 256.46 feet to the point of beginning.

Situated in Madison County, Illinois.

Commonly known as: 12254 and 12258 Highland Road, Highland, Illinois 62249.

hereinafter “Annexed Property”; and

WHEREAS, Owner has filed with City, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), a Petition for Annexation of a tract of land approximately 1.44 acres in size; and

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

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

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

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

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

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

And

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

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

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

WHEREAS, the Annexed Property is in Helvetia Township; and

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

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

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

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

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

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

Section 4. The City Clerk, or her designate, is authorized and directed to record a copy of this Ordinance with the Madison County, Illinois, Recorder's Office.

Section 5. The City Clerk, or her designee, is authorized and directed to file a copy of this Ordinance with the County Clerk of Madison County, Illinois.

Section 6. The City Clerk shall also, within thirty (30) days of the annexation, report the annexation by certified or registered mail to the election authorities having jurisdiction in the territory annexed and the post office branches serving the territory annexed.

Section 7. This Ordinance shall take effect immediately upon its passage and approval.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____ 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING REZONING OF REAL PROPERTY COMMONLY KNOWN AS 12254 AND 12258 HIGHLAND ROAD, BEARING PIN: 01-1-24-06-00-000-024.001 FROM “R1C” SINGLE FAMILY RESIDENTIAL 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, DK7 Properties, LLC (hereinafter “Owner”), owns a fee simple interest in a tract of land commonly known as 12254 and 12258 Highland Road, Highland, Illinois and identified by the PIN #01-1-24-06-00-000-024.001 (hereinafter “Land”); and

WHEREAS, Owner desires to develop the Land into a bar/tavern and video gaming business establishment; and

WHEREAS, Owner, 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; and

WHEREAS, the legal description of the Land is marked and attached as **Exhibit “A”**; and

WHEREAS, Owner’s application requests that the Land be rezoned from “R1C” Single Family Residential 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 of City held a properly noticed public hearing on August 5, 2020, and has submitted its advisory report, attached hereto as **Exhibit “B”**; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve the real estate zoning map amendment request to rezone the Land from “R1C” Single Family Residential District to “I” Industrial; and

WHEREAS, the City Council of the City of Highland finds that the application requesting the real estate zoning map amendment, with respect to the property in question, should be granted.

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

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

Section 2. Pursuant to §90-82 of the Zoning Code of the *Code of Ordinances, City of Highland*, the Land commonly known as 12254 and 12258 Highland Road and identified by the PIN #01-1-24-06-00-000-024.001, is hereby rezoned from “R1C” Single Family Residential District to “I” Industrial.

Section 3. The City of Highland Official Zoning Map is hereby amended to indicate that change in zoning classification – from “R1C” Single Family Residential 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 _____, 2020, the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

EXHIBIT A

MADISON COUNTY PARCEL NUMBER: 01-1-24-06-00-000-024.001

DEED REFERENCE: 2020R01923

Part of the Northeast Quarter of Section 6, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Northeast Quarter; thence N. 00 degrees 00 minutes 00 seconds E. (bearing assumed) along the East line of said Southwest Quarter of the Northeast Quarter, 491.04 feet, to the centerline of Highland and St. Jacob Road; thence S. 68 degrees 54 minutes 42 seconds W. along said centerline, 131.01 feet to the point of beginning; thence continuing along said centerline S. 68 degrees 54 minutes 42 seconds W., 325.06 feet; thence S. 06 degrees 23 minutes 17 seconds W., 149.16 feet; thence N. 88 degrees 26 minutes 11 seconds E., 320.00 feet; thence N. 00 degrees 00 minutes 00 seconds E. 256.46 feet to the point of beginning.

Situated in Madison County, Illinois.

Commonly known as: 12254 and 12258 Highland Road, Highland, Illinois 62249.

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: 5-29-20
 Filing Fees: \$200
 Date Paid: 5-29-20
 Date Advertised: 7-15-20 7-16-20
 Date Notices Sent: _____
 Public Hearing Date: 8-5-20
 Zoning File #: _____

APPLICANT INFORMATION:

Applicant: DK7 Properties, LLC. Phone: 618-654-1991
 Address: 12258 Highland Road Zip: 62249
 Email Address: janey.miller@gmail.com
 Owner: DK7 Properties, LLC. Phone: 618-654-1991
 Address: 1402 Mercantile Dr Zip: 62249
 Email Address: janey.miller@gmail.com

PROPERTY INFORMATION:

Street Address or Parcel ID of Property: 12258 Highland Road PPN 01-1-24-06-00-000-024-001

Property is Located In (Legal Description): See attached

Present Zoning: Agriculture Requested Zoning: Commercial Acreage: 1.44

Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>City of Highland</u>	_____
South	<u>Farm Ground</u>	_____
East	<u>Waste Operations</u>	_____
West	<u>Farm Ground</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: _____

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:

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. A stamped copy from the Madison County Maps and Plats Department identifying all property owners within 250 feet of the subject property (see Exhibit "B").
7. 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

5-28-2020

Date

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.

The property is split into 2 different addresses.

12258 Highland Road which will be Old Time Pub, LLC

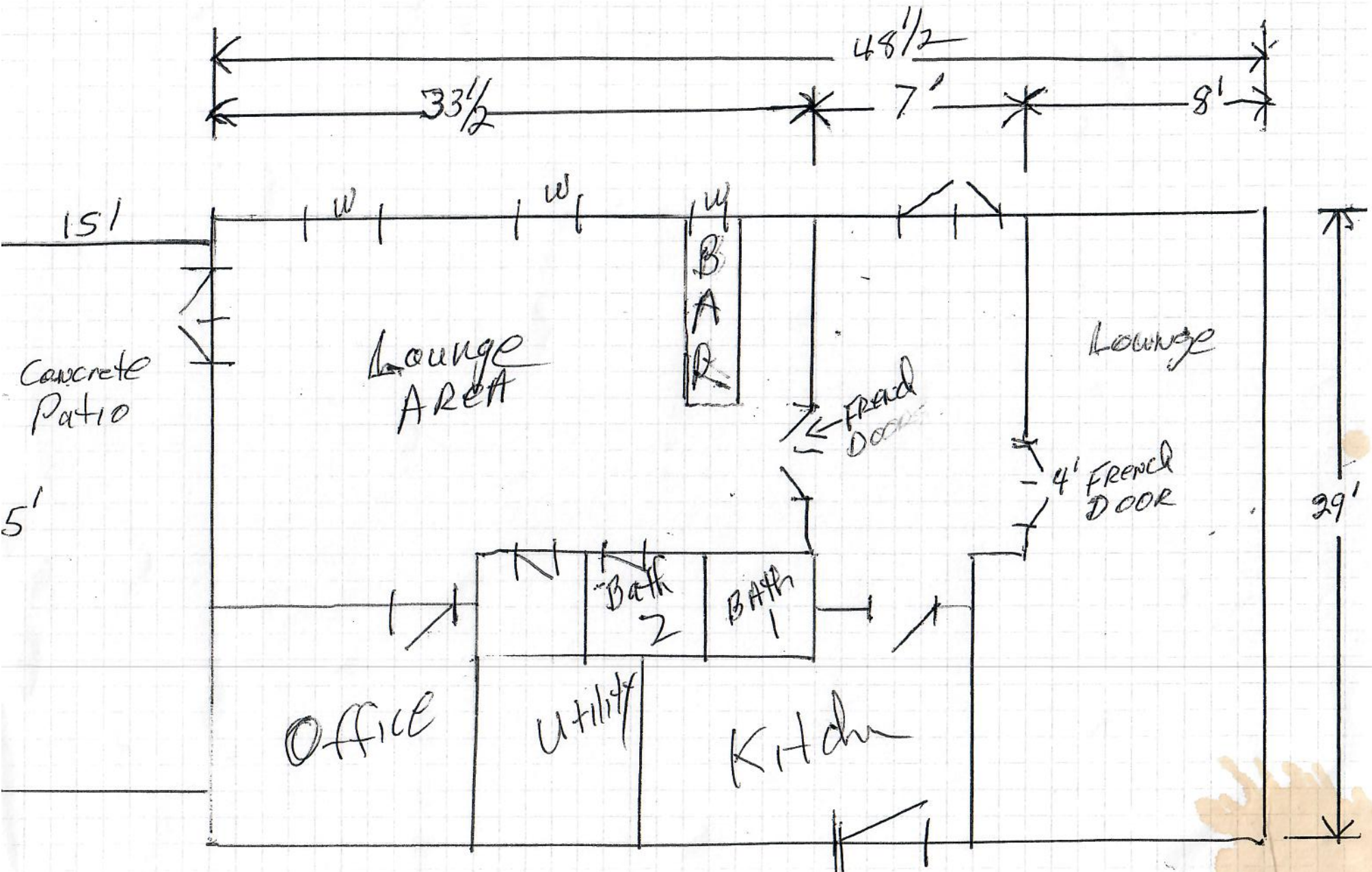
There will be increased traffic for the bar/restaurant with a separate room for gaming. There will be multiple improvements to the parking lot, lighting and interior. (see attached outline of the preliminary plan for the interior).

12254 Highland Road which will be DK Gaming, LLC

The application to become a Terminal Operator in the state of Illinois is pending approval from the Illinois Gaming Board. Once approved (approval estimated to be towards the end of 2020) Illinois and Missouri gaming operations will be run out of this office. Offices will be remodeled to accommodate employees as well as a warehouse area.

The benefit to Highland will be 15 to 20 employees for 2020 and depending on the success, increased growth in 2021. Missouri gaming is anticipated to be approved in May of 2021.

Both companies plan on using all of the Highland utilities if annexed in.



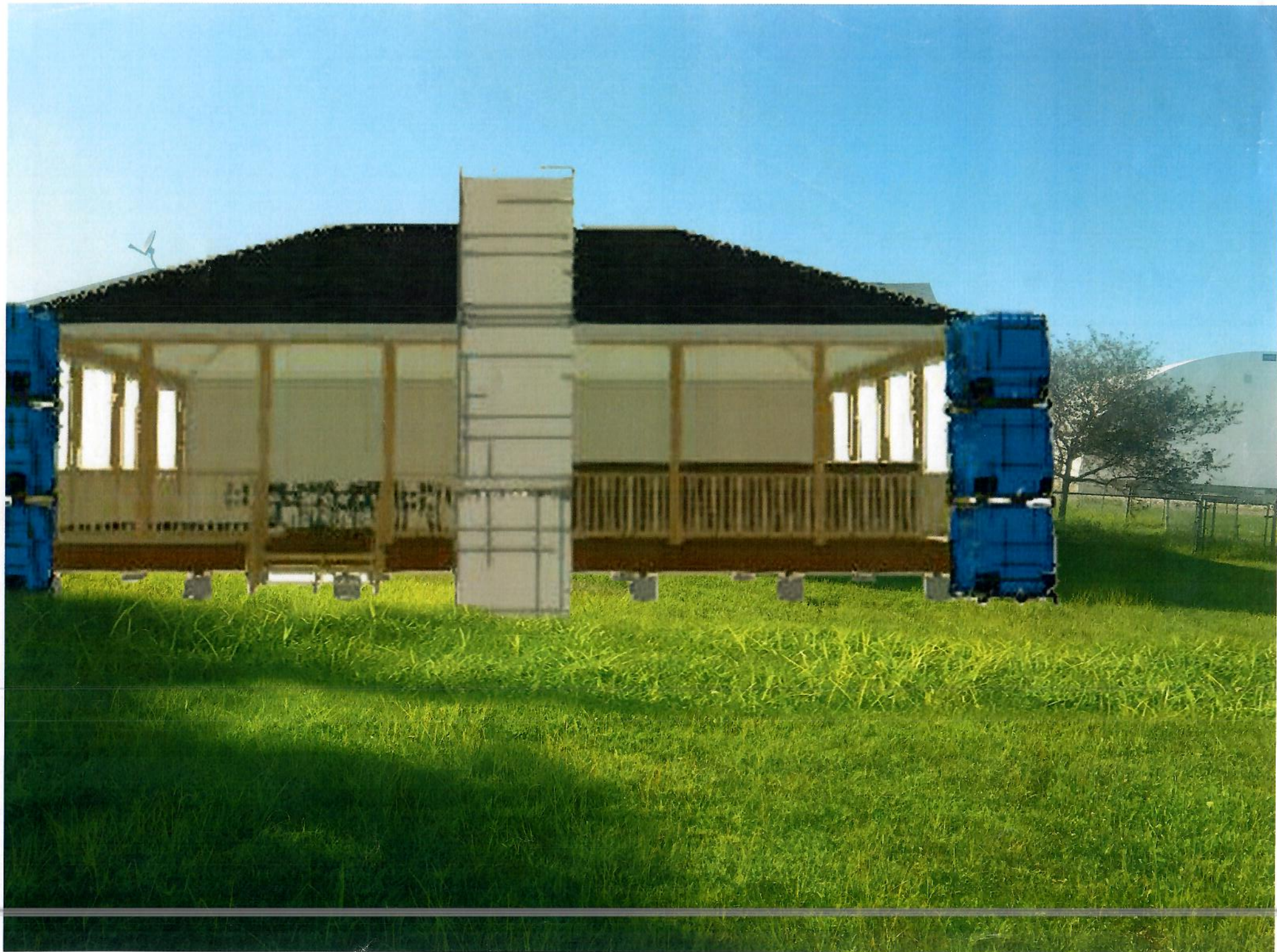


EXHIBIT "A"
Special Use Permit Application

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: 5-29-20
Filing Fee: \$200
Date Paid: 5-29-20
Date Advertised: 7-19-20 7-11-20
Date Notices Sent: _____
Public Hearing Date: 8-5-20
Zoning File #: _____

APPLICANT INFORMATION:

Applicant: DK7 Properties, LLC. Phone: 618-654-1991
Address: 12258 Highland Road Zip: 62249
Email Address: janey.miller@gmail.com
Owner: DK7 Properties, LLC Phone: 618-654-1991
Address: 1402 Mercantile Dr Zip: 62249
Email Address: janey.miller@gmail.com

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 12258 Highland Road PPN 01-1-24-06-00-000-024-001

Property is Located In (Legal Description): See attached

Present Zoning Classification: Agriculture Acreage: 1.44

Present Use of Property: Vacant

Proposed Land Use: Split into 2 addresses, Bar/Restaurant and Terminal Operator Operations

Description of proposed use and reasons for seeking a special use permit:
12258 Highland Road wishes to be a bar/restaurant. www.oldtimepub.com Old Time Pub, LLC
(the menu for the food portion is still being completed)

12254 Highland Road will be the operations for a licensed Terminal Operator.



City of Highland Building and Zoning

Meeting Date: August 5, 2020

From: Breann Speraneo, Director of Community Development

Location: 12258 Highland Rd

Zoning Request: Rezoning

Description: Rezoning from R-1-C to Industrial (pending annexation)

Proposal Summary

The applicant and property owner is DK7 Properties, LLC of 12258 Highland Rd. The applicant of this case is requesting the following Rezoning:

- DK7 Properties, LLC (12258 Highland Rd) is requesting the rezoning of 12258 Highland Rd, pending annexation. (PIN # 01-1-24-06-00-000-024.001)

The default zoning for properties annexed into the City of Highland is R-1-C. The rezoning from R-1-C to Industrial is pending annexation of the property.

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.

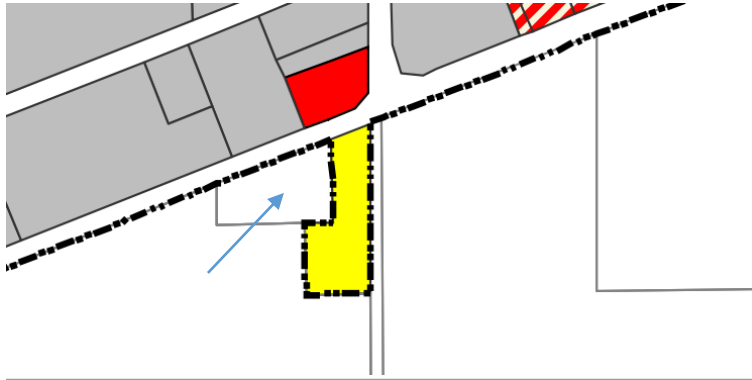
The subject property is denoted as residential on the Comprehensive Plan's Future Land Use Map. This property has not been used as residential in the past and future uses will not likely be residential. Given that this property is adjacent to an Industrial area on the Future Land Use Map and this is a more appropriate classification, staff will be proposing this change at the time of the next Comprehensive Plan update.



City of Highland

Building and Zoning

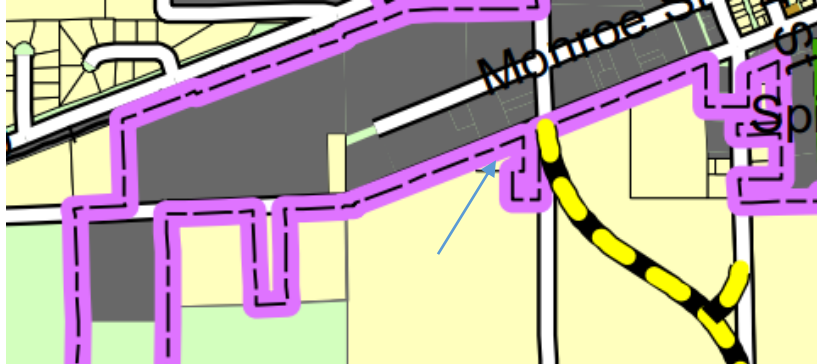
Zoning Map



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 zoned Madison County - Agricultural. The property will be annexed in as R-1-C. The property currently hosts vacant buildings and would be used as a bar/restaurant, lounge, and terminal operator operations.

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

Direction	Land Use	Zoning
North	City of Highland	Industrial
South	Farm Ground	Madison County Agricultural
East	City of Highland	R-1-C
West	Farm Ground	Madison County Agricultural

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

Nearby property will not be negatively affected. The areas to the north are zoned Industrial.

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

This property will not be used for residential purposes in the foreseeable future. Therefore, R-1-C is not the most suitable zoning for this property.

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

The property is suitable for industrial uses, including the proposed uses.

- 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.

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

The proposed map amendment is not consistent with the Future Land Use Map. This is addressed in "staff discussion."

- 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.

- 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

The proposed map amendment is not consistent with the Future Land Use Map, which shows this parcel as Residential. While this is generally a concern, in this case staff believes an amendment to the Future Land Use Map may be warranted to show this parcel as Industrial. This property is best suited for industrial uses and will not be used for residential purposes in the foreseeable future.

Staff supports the rezoning of this property from R-1-C to Industrial (pending annexation), as Industrial is most appropriate for current and future uses.

2019 Aerial Photograph



Site Photos



S





City of Highland
Building and Zoning

Exhibit "C"
Determination of Rezoning Request

Date Submitted: 5/29/20
Filing Fees: \$200
Date Paid: 5/29/20
Date Advertised: 7/15/20 & 7/16/20
Date of Sent Notice: 7/15/20
Public Hearing Date: 8/5/20

On August 5, 2020, the City of Highland Combined Planning and Zoning Board at its regular meeting ~~approved~~ denied a request for rezoning for the following:

DK7 Properties, LLC (12258 Highland Rd) is requesting the rezoning of 12258 Highland Rd, pending annexation. (PIN # 01-1-24-06-00-000-024.001)

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the August 17, 2020 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

8/5/20

Date

RESOLUTION NO. _____

**A RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT FOR
BAR OR TAVERN WITHIN THE INDUSTRIAL (“I”) ZONING DISTRICT LOCATED
AT PROPERTY COMMONLY KNOWN AS 12258 HIGHLAND ROAD**

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, DK7 Properties, LLC is the owner of certain land commonly known as 12258 Highland Road, Highland, Illinois and bearing PIN 01-1-24-06-00-000-024.001 (“Property”); and

WHEREAS, Old Time Pub, LLC has an interest in the Property by virtue of a Contract for Deed executed between DK7 Properties, LLC and Old Time Pub, LLC; and

WHEREAS, DK7 Properties, LLC, on behalf of Old Time Pub, LLC, is requesting a Special Use Permit to allow for a bar or tavern within the Industrial (“I”) zoning district at the Property, in accord with the *Code of Ordinances, City of Highland*; 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 approval of this special use 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”** and **Exhibit “B”**) for approval:

- (a) The Administrator to whom the Petition for a Special Use Permit was submitted referred the matter to the Combined Planning and Zoning Board.
- (b) The Combined Planning and Zoning Board met in regular session on August 5, 2020, at 7:00 p.m. in the City Hall, 1115 Broadway, Highland, Illinois, to consider and act upon

the Petition for a Special Use Permit.
- (c) Public notice of the hearing to be held at the Combined Planning and Zoning Board meeting was published pursuant to Illinois state law, and the applicant was notified of the hearing to be held at the meeting by first class mail, with postage thereon fully prepaid.
- (d) At the hearing, the Combined Planning and Zoning Board took and heard evidence and the Combined Planning and Zoning Board prepared and submitted its advisory report to the City Council recommending approval 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 (**Exhibits “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 “I”
- (f) The granting of this Special Use Permit would be in the best interest of the City of Highland, and, so, the Special Use Permit should be granted by ordinance.

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 _____ 2020, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, 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: August 5, 2020

From: Breann Speraneo, Director of Community Development

Location: 12258 Highland Rd

Zoning Request: Special Use Permit

Description: SUP to allow for “bar/tavern” within the Industrial district (pending annexation)

Proposal Summary

The applicant and property owner is DK7 Properties, LLC of 12258 Highland Rd on behalf of Old Time Pub, LLC. The applicant of this case is requesting the following Special Use Permit to comply with Table 3.1 of Section 90-201 of the City of Highland Municipal Code (hereafter known as the “zoning matrix”):

- DK7 Properties, LLC (12258 Highland Rd), on behalf of Old Time Pub, LLC, is requesting a Special Use Permit for a bar/tavern at 12258 Highland Rd, pending annexation. (PIN # 01-1-24-06-00-000-024.001)

The zoning matrix identifies “Bar/Tavern” as a Special Use within the Industrial district. A special use permit is required for the bar/restaurant area.

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 residential on the Comprehensive Plan’s Future Land Use Map. This property has not been used as residential in the past and future uses will not likely be residential. Given that this property is adjacent to an Industrial area on the Future Land Use Map and this is a more appropriate classification, staff will be proposing this change at the time of the next Comprehensive Plan update. A bar/tavern is a Special Use within the Industrial zoning district.

Surrounding Uses

Direction	Land Use	Zoning
North	City of Highland	Industrial
South	Farm Ground	Madison County Agricultural
East	City of Highland	R-1-C
West	Farm Ground	Madison County Agricultural



City of Highland Building and Zoning

Standards of Review for Special Use Permits

Below are the six (6) consideration items listed in Section 90-79 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a SUP request.

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Use is consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation;

The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.

3. Whether 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;

The proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base;

The proposed Special Use will not have a detrimental impact on the value of neighboring property or on the City's overall tax base.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Use will utilize public utilities.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

There are no facilities near the proposed Special Use that require the need for special protection.

Staff Discussion

While the Future Land Use Map currently classifies this area as residential, staff will propose to amend the FLU to reclassify this area as Industrial at the time of the next Comprehensive Plan Update.

The proposed use would allow for a new business on a currently vacant property. The aesthetics of the lot would improve.

2019 Aerial Photograph



Site Photos



S



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: 5-29-20
Filing Fee: \$200
Date Paid: 5-29-20
Date Advertised: 7-19-20 7-11-20
Date Notices Sent: _____
Public Hearing Date: 8-5-20
Zoning File #: _____

APPLICANT INFORMATION:

Applicant: DK7 Properties, LLC. Phone: 618-654-1991
Address: 12258 Highland Road Zip: 62249
Email Address: janey.miller@gmail.com
Owner: DK7 Properties, LLC Phone: 618-654-1991
Address: 1402 Mercantile Dr Zip: 62249
Email Address: janey.miller@gmail.com

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 12258 Highland Road PPN 01-1-24-06-00-000-024-001

Property is Located In (Legal Description): See attached

Present Zoning Classification: Agriculture Acreage: 1.44

Present Use of Property: Vacant

Proposed Land Use: Split into 2 addresses, Bar/Restaurant and Terminal Operator Operations

Description of proposed use and reasons for seeking a special use permit:
12258 Highland Road wishes to be a bar/restaurant. www.oldtimepub.com Old Time Pub, LLC
(the menu for the food portion is still being completed)

12254 Highland Road will be the operations for a licensed Terminal Operator.



City of Highland Building and Zoning

Meeting Date: August 5, 2020

From: Breann Speraneo, Director of Community Development

Location: 12258 Highland Rd

Zoning Request: Special Use Permit

Description: SUP to allow for “bar/tavern” within the Industrial district (pending annexation)

Proposal Summary

The applicant and property owner is DK7 Properties, LLC of 12258 Highland Rd on behalf of Old Time Pub, LLC. The applicant of this case is requesting the following Special Use Permit to comply with Table 3.1 of Section 90-201 of the City of Highland Municipal Code (hereafter known as the “zoning matrix”):

- DK7 Properties, LLC (12258 Highland Rd), on behalf of Old Time Pub, LLC, is requesting a Special Use Permit for a bar/tavern at 12258 Highland Rd, pending annexation. (PIN # 01-1-24-06-00-000-024.001)

The zoning matrix identifies “Bar/Tavern” as a Special Use within the Industrial district. A special use permit is required for the bar/restaurant area.

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 residential on the Comprehensive Plan’s Future Land Use Map. This property has not been used as residential in the past and future uses will not likely be residential. Given that this property is adjacent to an Industrial area on the Future Land Use Map and this is a more appropriate classification, staff will be proposing this change at the time of the next Comprehensive Plan update. A bar/tavern is a Special Use within the Industrial zoning district.

Surrounding Uses

Direction	Land Use	Zoning
North	City of Highland	Industrial
South	Farm Ground	Madison County Agricultural
East	City of Highland	R-1-C
West	Farm Ground	Madison County Agricultural



City of Highland Building and Zoning

Standards of Review for Special Use Permits

Below are the six (6) consideration items listed in Section 90-79 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a SUP request.

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Use is consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation;

The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.

3. Whether 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;

The proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base;

The proposed Special Use will not have a detrimental impact on the value of neighboring property or on the City's overall tax base.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Use will utilize public utilities.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

There are no facilities near the proposed Special Use that require the need for special protection.

Staff Discussion

While the Future Land Use Map currently classifies this area as residential, staff will propose to amend the FLU to reclassify this area as Industrial at the time of the next Comprehensive Plan Update.

The proposed use would allow for a new business on a currently vacant property. The aesthetics of the lot would improve.

2019 Aerial Photograph



Site Photos



S





City of Highland
Building and Zoning

Exhibit "C"
Determination of Special Use Permit

Date Submitted: 5/29/20
Filing Fees: \$200
Date Paid: 5/29/20
Date Advertised: 7/15/20 & 7/16/20
Date of Sent Notice: 7/15/20
Date of Public Hearing: 8/5/20

On August 5, 2020, 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:

DK7 Properties, LLC (12258 Highland Rd), on behalf of Old Time Pub, LLC is requesting a Special Use Permit for 12258 Highland Rd, pending annexation. (PIN # 01-1-24-06-00-000-024.001)

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the August 17, 2020 meeting of the City Council.

In recommending Approval (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

8/5/20

Date

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO DK7 PROPERTIES, LLC FOR A BAR OR TAVERN WITHIN THE INDUSTRIAL (“I”) ZONING DISTRICT AT REAL PROPERTY COMMONLY KNOWN AS 12258 HIGHLAND ROAD, BEARING PIN #01-1-24-06-00-000-024.001

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

WHEREAS, DK7 Properties, LLC is the owner of certain land commonly known as 12258 Highland Road, Highland, Illinois and bearing PIN 01-1-24-06-00-000-024.001 (“Property”); and

WHEREAS, Old Time Pub, LLC has an interest in the Property by virtue of a Contract for Deed executed between DK7 Properties, LLC and Old Time Pub, LLC; and

WHEREAS, DK7 Properties, LLC, on behalf of Old Time Pub, LLC, is requesting a Special Use Permit to allow for a bar or tavern within the Industrial (“I”) zoning district at the Property, in accord with the *Code of Ordinances, City of Highland*; 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. DK7 Properties, LLC, on behalf of Old Time Pub, LLC, is hereby granted a Special Use Permit in an Industrial (“I”) zoning district for a bar/tavern at 12258 Highland Road, Highland, Illinois (PIN #01-1-24-06-00-000-024.001), as defined in Chapter 90 of the *Code of Ordinances, City of Highland*.

Section 2. The Special Use Permit is granted.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____ 2020, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ALCOHOLIC LIQUOR, TO INCREASE THE NUMBER OF "A2" LIQUOR LICENSES TO SIX

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

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

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

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

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

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

6-2-6 CLASSIFICATION - FEE – LIMITATION.

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

...

b. Class "A2" license may permit the licensee to operate video gaming terminals upon the premises. Class "A2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "A2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's class "A2" license without refund of any portion of the license fee. An applicant for the class "A2" license shall submit to the city finance director a copy of the license issued by the state gaming board

for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six (6) video gaming terminals may be located on any class "A2" licensee's premises.

4. Every class "A2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 *et seq.*, as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a Class "A2" license shall be Five Hundred Dollars (\$500.00).

and;

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently limits the number of City Liquor licenses issued as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.

- d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	5
Class B	Unlimited
Class C	Unlimited
Class D1	8
Class D2	10
Class E	Unlimited
Class F	Unlimited
Class G	2
Class H1	Unlimited
Class H2	1

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to increase the number of “A2” liquor licenses from five (5) to six (6) licenses; and

WHEREAS, City has determined the additional “A2” liquor license will be issued to a qualified applicant by way of separate resolution.

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. Chapter 6, of the Code of Ordinances, City of Highland, shall now read:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

- a. By separate ordinance, the City Council may set a limitation upon the number of licenses to sell alcoholic liquor at retail to be issued for each above classification of license.
- b. As licenses are revoked, expire without renewal, or for any reason cease to exist, the total number of licenses for each classification shall automatically be reduced until the total number of licenses issued for each class shall not exceed the number authorized by the City Council.
- c. If any establishment selling alcoholic liquor is annexed to and becomes a part of the City, the various alcoholic liquor licenses as enumerated in this Section shall be increased in number only in the class which the annexed establishment qualifies provided the annexed establishment holds a current valid liquor license from the governmental entity from which the establishment was annexed and from the State of Illinois.

d. The following limits are established on the number of licenses to sell alcoholic beverages and/or permit video gaming in the City:

Class A1	3
Class A2	6
Class B	Unlimited
Class C	Unlimited
Class D1	8
Class D2	10
Class E	Unlimited
Class F	Unlimited
Class G	2
Class H1	Unlimited
Class H2	1

Section 3. The number of “A2” liquor licenses will be increased from five (5) licenses to six (6) licenses.

Section 4. The additional “A2” liquor license will be issued to a qualified applicant by way of separate resolution.

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

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2020, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES: None

APPROVED:

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

ATTEST:

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

RESOLUTION NO. _____

**A RESOLUTION ISSUING AN “A2” LIQUOR LICENSE FOR OLD TIME PUB, LLC,
PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF
HIGHLAND, ENTITLED ALCOHOLIC LIQUOR**

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

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

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

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

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

WHEREAS, Old Time Pub, LLC (“Applicant”) submitted an Application for Retail Liquor Dealer’s License to City (*see* Application attached hereto as **Exhibit A**) requesting that the City grant Applicant an “A2” (Tavern with gaming) liquor license; and

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

6-2-6 CLASSIFICATION - FEE – LIMITATION.

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

...

b. Class "A2" license may permit the licensee to operate video gaming terminals upon the premises. Class "A2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:

1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "A2" license from the city, a valid license issued by the state

gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's class "A2" license without refund of any portion of the license fee. An applicant for the class "A2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.

2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.

3. No more than six (6) video gaming terminals may be located on any class "A2" licensee's premises.

4. Every class "A2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 *et seq.*, as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a Class "A2" license shall be Five Hundred Dollars (\$500.00).

and;

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

WHEREAS, City Council recently passed an Ordinance increasing the number of "A2" liquor licenses available from five (5) to six (6); and

WHEREAS, City has determined there is one "A2" liquor license currently available to be issued to Old Time Pub, LLC; and

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

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the “A2” liquor license to Old Time Pub, LLC; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue an “A2” liquor license to Old Time Pub, LLC.

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

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

Section 2. City shall issue an “A2” liquor license to Old Time Pub, LLC.

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

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ___ day of _____, 2020, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE

CITY OF HIGHLAND

NAME OF INDIVIDUAL FILLING FORM OUT: Vicky Tift

TELEPHONE: 618-581-9648

DATE OF APPLICATION: 08/10/2020

LIQUOR LICENSE CLASS _____

- | | |
|---------------------------------------------------------------------|--------------------------|
| 1. COPY OF DRAM SHOP INSURANCE | <input type="checkbox"/> |
| 2. COPY OF LEASE/ CONTRACT | <input type="checkbox"/> |
| 3. COPY OF DIAGRAM OF PREMISES | <input type="checkbox"/> |
| 4. COPY OF STATE OF ILLINOIS LICENSE | <input type="checkbox"/> |
| 5. PROOF OF STATE OF IL CLASSIFICATION, FOR EXAMPLE, LLC, DBA, INC. | <input type="checkbox"/> |

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

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

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

1. Applicant: Old Time Pub, LLC
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION - - -TYPE OR PRINT CLEARLY)

2. Trade, Partnership or Assumed Name Old Time Pub, LLC

3. Give date partnership/corporation was formed under name given on Line 1: 05/27/2020
Month Day Year

4. Location of above place of business 12258 Highland Rd, Highland, IL 62249
NUMBER STREET CITY STATE ZIP CODE

5. Has your assumed name been filed with the County Clerk?

6. Are alcoholic liquors stored but not sold at any location other than the one given above?
No
If "yes", give location: _____

NUMBER	STREET	CITY	STATE	ZIP CODE
--------	--------	------	-------	----------

7. Check principal kind of business:

<input type="checkbox"/> Restaurant	<input checked="" type="checkbox"/> Tavern			
<input type="checkbox"/> Hotel	<input type="checkbox"/> Grocery Store	<input type="checkbox"/> Amusement Place		
<input type="checkbox"/> Club	<input type="checkbox"/> Package Store	<input type="checkbox"/> Department Store		
<input type="checkbox"/> Country Club	<input type="checkbox"/> Gaming Hall	<input type="checkbox"/> Convenience Store		

8. Give name and address of owner of premises: Vicky Tift, 80B Chase Way, Highland, IL 62249

9. Has a Liquor License been revoked at this location within the past year? No

10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: Vicky Tift, 80B Chase Way, Highland, IL 62249 02/12/1956

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

11. If "yes", how long and address of person 18 years - 80B Chase Way, Highland, IL 62249

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

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

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

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

14. Applicant Information: Name Vicky Tift

A. Residence Address 80B Chase Way, Highland, IL 62249
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Highland, Madison Co, IL
NAME OF CITY, COUNTY AND STATE

Date of Birth: 02/12/1956
Month Day Year

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

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

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

Date: _____ State disposition of application: _____

Give address: _____

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

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

15. Co-Applicant information: Name John Melosi

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

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

Date of Birth: 10/19/1984
Month Day Year

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

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

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

Date: _____ State deposition of application: _____

Give address: _____

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

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

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

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

Tift, Vicky 80B Chase Way, Highland, IL 62249 02/12/1956

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

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

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

Owner of Property: DK7 Properties, LLC
Last First MI

Address: 1402 Mercantile Dr, Highland, IL 62249
Street/ PO Box City State Zip

Lease from: Month 09/ Day 01 Year 2020 TO
Month 08 Day 31 Year 2025

(Attach copy of lease to this application)

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

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

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

C. If yes, the reasons therefor _____

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

Janey Miller, 13501 Mehgan Ln, Highland, IL 62249 618-304-6681

Name	Address	Phone
------	---------	-------

Jyl Wallace, 209 Mirabeau, Highland, IL 62249 314-276-7805

Name	Address	Phone
------	---------	-------

Melissa Miller, 5741 Oleatha Ave, St. Louis, MO 63139 618-830-1834

Name	Address	Phone
------	---------	-------

Sue Wellen, 1102 20th St, Highland, IL 62249 618-560-9103

Name	Address	Phone
------	---------	-------

Emily Tift, 80B Chase Way, Highland, IL 62249 618-581-4403

Name	Address	Phone
------	---------	-------

Kris Eyman, 379 Rte 143, Pocahontas, IL 62275 618-322-4272

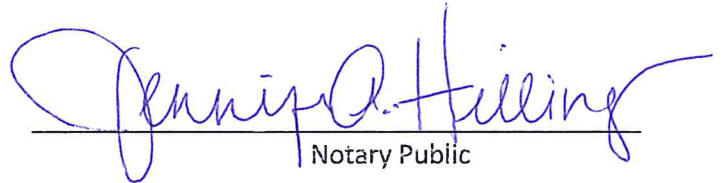
**AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)**

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

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

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

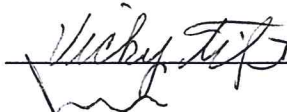
SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF August, A.D., 2020



Notary Public



APPLICANT (S):



CLERK

Date of this notice: 05-27-2020

Employer Identification Number:
85-1192301

Form: SS-4

Number of this notice: CP 575 A

OLD TIME PUB LLC
VICKY TIFT MBR
12258 HIGHLAND RD
HIGHLAND, IL 62249

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-1192301. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2021
Form 940	01/31/2021
Form 1065	03/15/2021

Your Form 11C and/or 730 becomes due the month after your wagering starts.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

Form **LLC-5.5**

Illinois
**Limited Liability Company Act
Articles of Organization**

FILE # **08722854**

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$150
Approved By: TLB

FILED
MAY 27 2020
Jesse White
Secretary of State

1. Limited Liability Company Name: OLD TIME PUB, LLC

2. Address of Principal Place of Business where records of the company will be kept:
12258 HIGHLAND RD
HIGHLAND, IL 62249

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:
VICKY TIFT
80 CHASE WAY UNIT B
HIGHLAND, IL 62249-3895

5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:
TIFT, VICKY
80 CHASE WAY UNIT B
HIGHLAND, IL 62249

MELOSI, JOHN
1416 6TH ST
HIGHLAND, IL 62249

8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MAY 27, 2020

VICKY TIFT
80 CHASE WAY UNIT B
HIGHLAND, IL 62249

RESOLUTION NO. _____

**A RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT FOR
BAR / TAVERN WITHIN THE C-3 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, Brandy and Bill Holman, of 10830 Pocahontas Road, Marine, Illinois, (“Owner”) have filed a Special Use Permit Application to allow for a Bar / Tavern within the C-3 zoning district at 101 Walnut Street (PIN# 02-2-18-32-15-401-002), in accord with the *Code of Ordinances, City of Highland*; and

WHEREAS, a copy of the Special Use Permit Application 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 Special Use Permit Application by CPZB; and

WHEREAS, CPZB recommended approval of this Special Use 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 Special Use Permit Application (**Exhibits A, B**) for approval:

- (a) The Administrator to whom the Special Use Permit Application was submitted referred the matter to the CPZB.
- (b) The CPZB met in regular session on August 5, 2020, at 7:00 p.m., to consider and act upon the Special Use Permit Application, and the CPZB meeting was held virtually and in accordance with 2020 COVID-19 Open Meeting Act rules and procedures.
- (c) Public notice of the hearing to be held at the CPZB meeting was published pursuant to Illinois state law, and the applicant was notified of the hearing to be held at the meeting by first class mail, with postage thereon fully prepaid.
- (d) At the hearing, the CPZB took and heard evidence, and the CPZB prepared and submitted its advisory report to the City Council recommending approval of the Special Use Permit Application.
- (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 Special Use Permit Application (**Exhibits 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 “C3”
- (f) The granting of this Special Use Permit would be in the best interest of the City of Highland, and the Special Use Permit should be granted by ordinance.

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, and deposited and filed in the office of the City Clerk on the ____day of _____, 2020, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

RECEIVED

JUN 08 2020

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: 6-8-20
Filing Fee: \$200
Date Paid: 6-29-20
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____
Zoning File #: _____

APPLICANT INFORMATION:

Applicant: Brandy & Bill Holman Phone: 618-410-4511 & 618-410-8023
Address: 10830 Beauport Rd Marne, IL Zip: 62061
Email Address: b-iberg@hotmail.com
Owner: Brandy & Bill Holman Phone: same as above
Address: same as above Zip: _____
Email Address: _____

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 101 Walnut Street Highland, IL 62249

Property is Located In (Legal Description): _____

Present Zoning Classification: COMMERCIAL Acreage: _____

Present Use of Property: PROPERTY WAS OLD HOTEL THAT WAS VACANT

Proposed Land Use: HAIR SALON & GAMING LOUNGE

Description of proposed use and reasons for seeking a special use permit:

HAIR SALON & SPA WANTS TO BE ABLE TO SERVE ALCOHOL

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Steve Schmidt</u>	<u>Commercial</u>
South	<u>Randy Ammann</u>	<u>Residential</u>
East	<u>RECOB POWER Power Station</u>	<u>Commercial</u>
West	<u>FCB Bank</u>	<u>Commercial</u>

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

If Yes, what length of time? Friday to Monday

staff correction: NO

Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.	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;	X	
B. Is the proposed special use consistent with this City's Comprehensive Plan;	X	
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;	X	
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	X	
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?	X	

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. A stamped copy from the Madison County Maps and Plats Department identifying all property owners within 250 feet of the subject property (see Exhibit "B").
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.

R. L. Holman
Applicant's Signature

June 6, 2020
Date


The impact of the proposed change is bringing jobs to Highland, cleaning up an area that was ran down and making it a lit-up corner for the City to look at and be proud of. The traffic conditions should not be impacted since we have our own parking lot and we have plans to make it a little bit larger.

The land use would be to run a full-service salon and lounge with a patio in back. With the change of the demolition of the motel and cleaning up the property, it will not have an abandoned and dilapidated look anymore. The trees that were behind the motel, are now a very pretty view that flow with the creek line and we plan to continue to clean up the area.

This will benefit the City of Highland in several ways by bringing revenue, bringing a different type of atmosphere and a major improvement for one of the largest intersections in Highland.

Thank you,

Brandy & Bill Holman

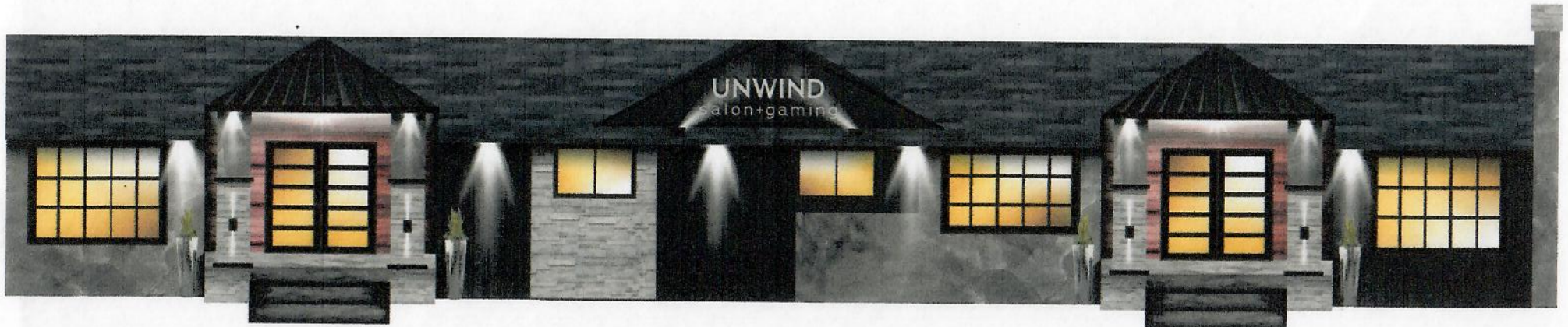


The landscape of the building will be a simple but clean look with inviting lights and rock décor, with a beautiful curbside appeal. There will be no elevation changes since we are using the existing building. As far as the exterior lighting there will be streetlights in the parking lot and walkways will be lit up. The exterior of the salon and lounge will have lighting all around the building for a safe and inviting atmosphere.

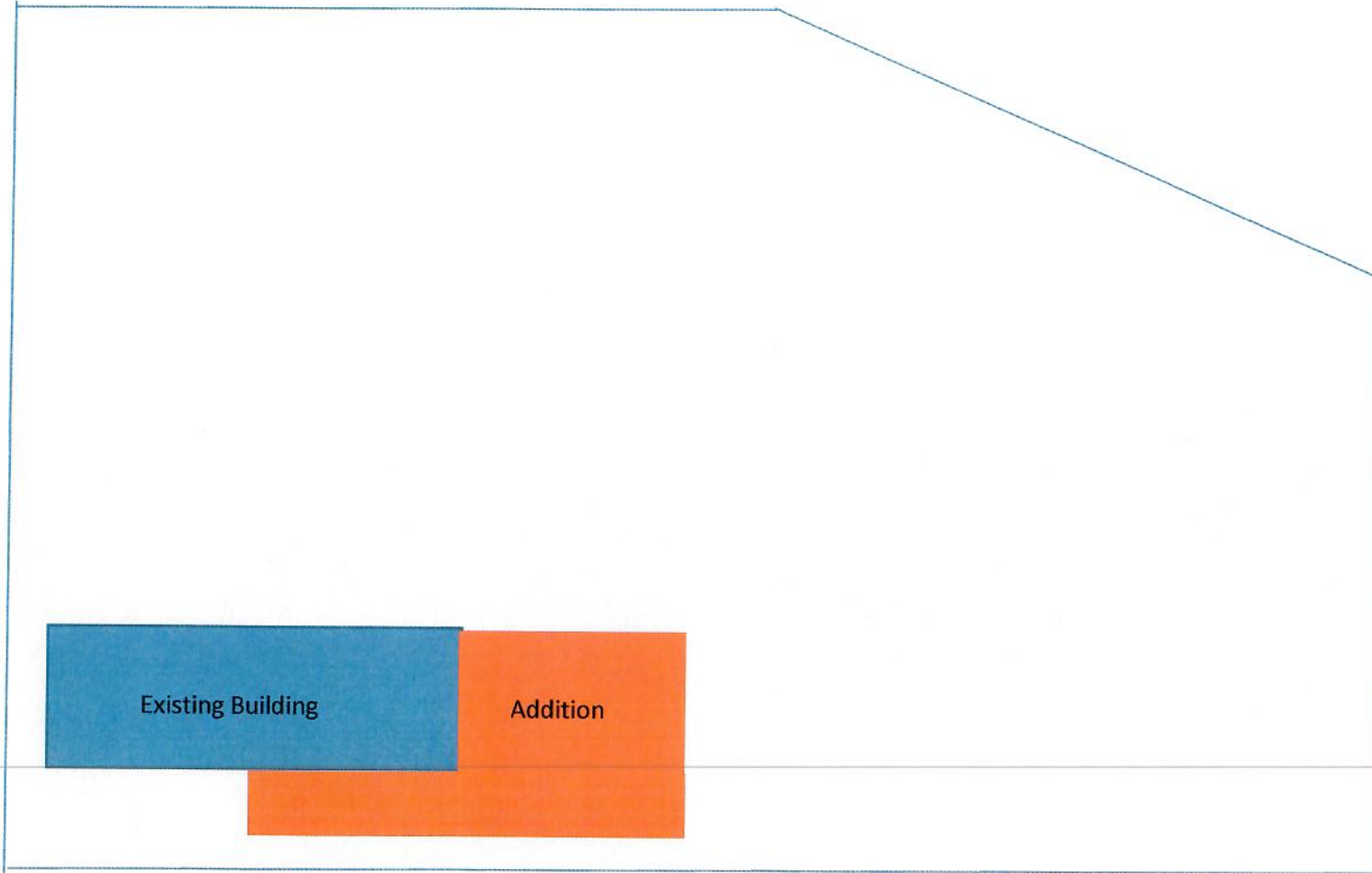
Thank you,

Brandy & Bill Holman

Brandy Holman
Bill Holman



101 Walnut Street





City of Highland Building and Zoning

Meeting Date: August 5, 2020

From: Breann Speraneo, Director of Community Development

Location: 101 Walnut

Zoning Request: Special Use Permit

Description: SUP to allow for “bar/tavern” within the C-3 district

Proposal Summary

The applicants and property owners for this case are Brandy & Bill Holman of 10830 Pocahontas Rd, Marine, IL. The applicants of this case are requesting the following Special Use Permit to comply with Table 3.1 of Section 90-201 of the City of Highland Municipal Code (hereafter known as the “zoning matrix”):

- Brandy & Bill Holman (10830 Pocahontas Rd, Marine, IL) are requesting a Special Use Permit for a bar/tavern at 101 Walnut Street. (PIN # 02-2-18-32-15-401-002)

The zoning matrix identifies “Bar/Tavern” as a Special Use within the C-3 highway business district. A special use permit is required for bar service in the lounge area of the proposed use. City Council granted a liquor license for the property on April 20, 2020.

Comprehensive Plan Consideration

The subject property is denoted as commercial on the Comprehensive Plan’s Future Land Use Map. A bar/tavern is a special use within the C-3 commercial district.

Surrounding Uses

Direction	Land Use	Zoning
North	Steve Schmitt	C-3
South	Single-Family Residences	C-3
East	Single-Family Residence & City of Highland	C-3
West	FCB Bank	C-2

Standards of Review for Special Use Permits

Below are the six (6) consideration items listed in Section 90-79 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a SUP request.



City of Highland Building and Zoning

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Use is consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation;

The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.

3. Whether 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;

The proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base;

The proposed Special Use will not have a detrimental impact on the value of neighboring property or on the City's overall tax base.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Use will utilize public utilities.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

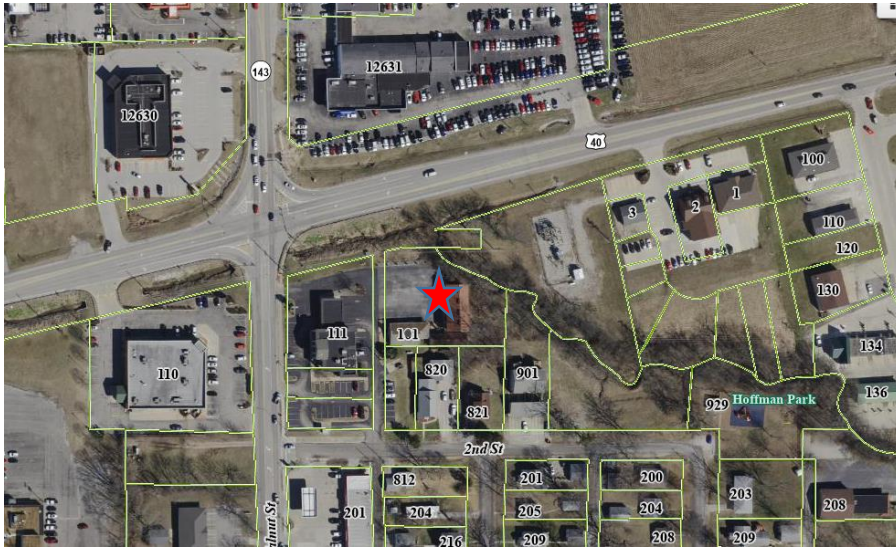
There are no facilities near the proposed Special Use that require the need for special protection.

Staff Discussion

The proposed use is consistent with the Comprehensive Plan and would allow for a property that has not hosted a business in several years to become operable. The area's aesthetics would also be greatly improved.

City Council granted a liquor license for the proposed use at the property on April 20, 2020. A Special Use Permit is needed to finalize approval of the proposed use.

2019 Aerial Photograph



Site Photos





City of Highland
Building and Zoning

Exhibit "C"
Determination of Special Use Permit

Date Submitted: 6/08/20
Filing Fees: \$200
Date Paid: 6/08/20
Date Advertised: 7/15/20 & 7/16/20
Date of Sent Notice: 7/15/20
Date of Public Hearing: 8/5/20

On August 5, 2020, 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:

Brandy & Bill Holman (10830 Pocahontas Rd, Marine, IL) are requesting a Special Use Permit for a bar/tavern at 101 Walnut Street. (PIN # 02-2-18-32-15-401-002)

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the August 17, 2020 meeting of the City Council.

In recommending Approval (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

8/5/20

Date

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO BRANDY AND BILL HOLMAN TO ALLOW A BAR / TAVERN WITHIN THE C-3 ZONING DISTRICT AT 101 WALNUT STREET, HIGHLAND, ILLINOIS (PIN# 02-2-18-32-15-401-002)

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. _____, and attached hereto.

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

Section 1. Brandy and Bill Holman, of 10830 Pocahontas Road, Marine, Illinois, are hereby granted a Special Use Permit in a “C3” zoning district, as defined in Chapter 90 of the *Code of Ordinances, City of Highland*, for a bar / tavern within the C-3 zoning district at 101 Walnut Street, Highland, Illinois (PIN# 02-2-18-32-15-401-002).

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, and deposited and filed in the office of the City Clerk on the ____ day of _____ 2020, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

RESOLUTION NO. _____

**A RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT FOR
DUPLEX WITHIN THE C-2 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, Michael Gilomen, of 518 Broadway, Highland, Illinois, (“Owner”) has filed a Petition for a Special Use Permit to allow for a two-family dwelling (duplex) within the C-2 zoning district at 513 and 519 12th Street (PIN# 01-2-24-05-10-101-005 & PIN# 01-2-24-05-10-101-006), in accord with the *Code of Ordinances, City of Highland*; and

WHEREAS, Michael Gilomen of 518 Broadway is requesting a Special Use Permit to allow for a two-family dwelling (duplex) within the C-2 zoning district at 513 and 519 12th Street, pending the combination of two parcels. (PIN # 01-2-24-05-10-101-005 & 01-2-24-05-10-101-006); and

WHEREAS, a copy of the Special Use Permit Application 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 Special Use Permit Application by CPZB; and

WHEREAS, CPZB recommended approval of this special use 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 Special Use Permit Application (**Exhibit A, B**) for approval:

- (a) The Administrator to whom the Special Use Permit Application was submitted referred the matter to the CPZB.
- (b) The CPZB met in regular session on August 5, 2020, at 7:00 p.m., to consider and act upon the Special Use Permit Application, and the CPZB meeting was held virtually and in accordance with 2020 COVID-19 Open Meeting Act rules and procedures.
- (c) Public notice of the hearing to be held at the CPZB meeting was published pursuant to Illinois state law, and the applicant was notified of the hearing to be held at the meeting by first class mail, with postage thereon fully prepaid.
- (d) At the hearing, the CPZB took and heard evidence, and the CPZB prepared and submitted its advisory report to the City Council recommending approval of the Special Use Permit Application.
- (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 Special Use Permit Application (**Exhibits 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 “C2”
- (f) The granting of this Special Use Permit would be in the best interest of the City of Highland, and the Special Use Permit should be granted by ordinance.

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, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2020, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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: 10-20-20
Filing Fee: \$200
Date Paid: 10-20-20
Date Advertised: 7-19-20 7-16-20
Date Notices Sent: _____
Public Hearing Date: 8-9-20
Zoning File #: _____

APPLICANT INFORMATION:

Applicant: MICHAEL GILOMEN Phone: 618-654-5326
Address: 518 BROADWAY Zip: 62249
Email Address: mechshop@homeitel.com
Owner: MICHAEL GILOMEN Phone: 618-654-5326
Address: 518 BROADWAY HIGHLAND Zip: 62249
Email Address: mechshop@homeitel.com

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 513 1515 & 12th ST.
Property is Located In (Legal Description): _____

Present Zoning Classification: C-2 Acreage: _____

Present Use of Property: 1 GARAGE / WAREHOUSE

Proposed Land Use: CONSTRUCTION OF DUPLEX ON COMBINED LOTS

Description of proposed use and reasons for seeking a special use permit:
RESIDENCE + CARPORTER SIDE

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	SF residence	C-2
South	VACANT LOT	I
East	SF residence	C-2
West	SF residence	C-2

Should this special use be valid only for a specific time period? Yes _____ No

If Yes, what length of time? _____

Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.	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;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Is the proposed special use consistent with this City's Comprehensive Plan;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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. A stamped copy from the Madison County Maps and Plats Department identifying all property owners within 250 feet of the subject property (see Exhibit "B").
- 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

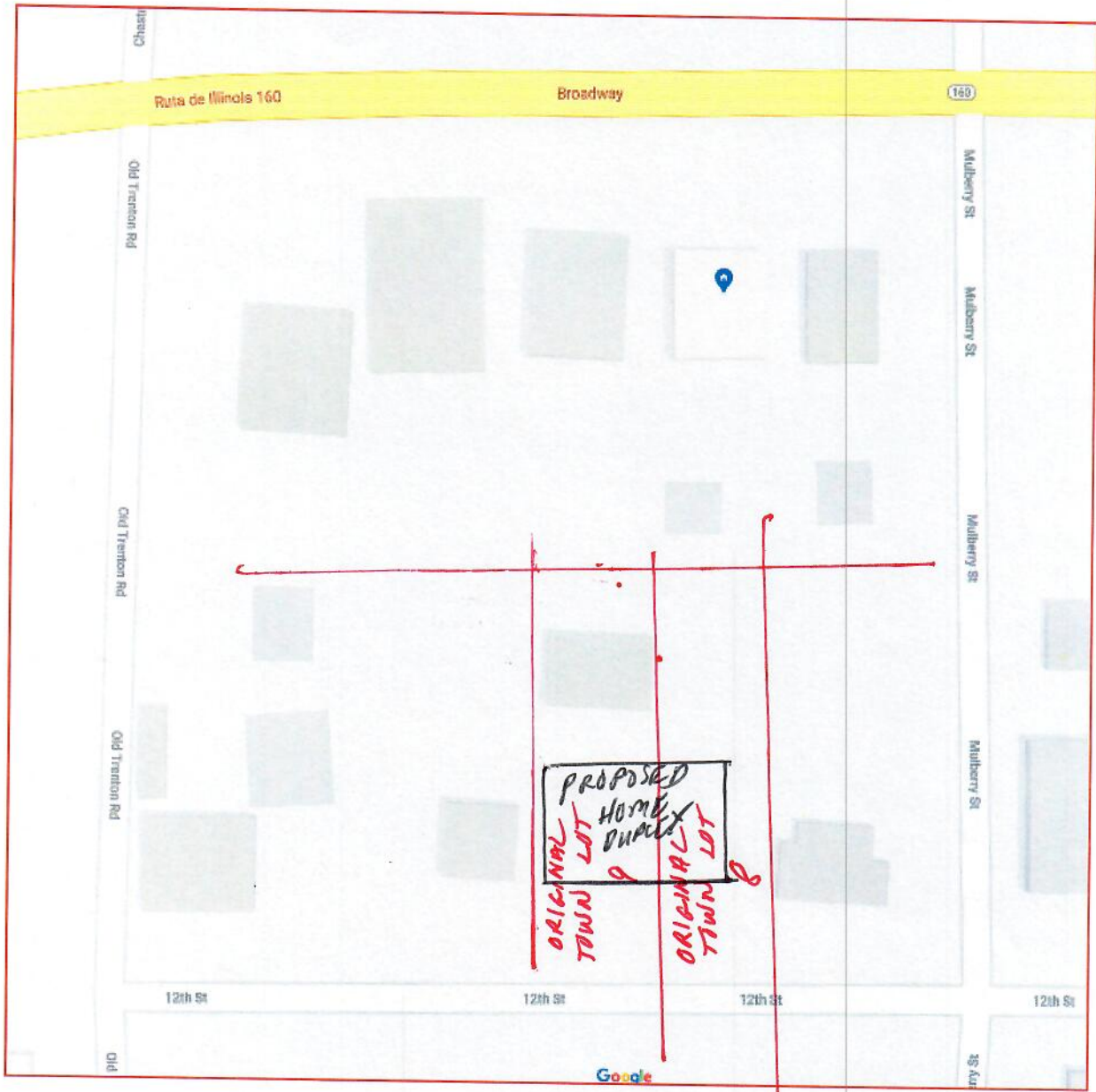
Michael Delon
Applicant's Signature

6-26-2020
Date

The request for Special Use permit is to build a Duplex to use as a Primary residence with unit to be used as Care Taker Quarters. We have lived previously at 511 12th St and now reside at 518 Broadway. I have enjoyed the 500 block of 12th and Broadway Streets for nearly 40 years and hope to be making the move to stay in this neighborhood. I feel the building of the Duplex will have little impact on the area making no changes to traffic, parking, Drainage or home valuations.

Michael Gilomen







City of Highland Building and Zoning

Meeting Date: August 5, 2020

From: Breann Speraneo, Director of Community Development

Location: 513/519 12th Street

Zoning Request: Special Use Permit

Description: SUP to allow for a duplex within the C-2 zoning district

Proposal Summary

The applicant and property owner for this case is Michael Gilomen of 518 Broadway. The applicant of this case is requesting the following Special Use Permit to comply with Table 3.1 of Section 90-201 of the City of Highland Municipal Code (hereafter known as the “zoning matrix”):

- Michael Gilomen of 518 Broadway is requesting a Special Use Permit to allow for a two-family dwelling (duplex) within the C-2 zoning district at 513/519 12th Street, pending the combination of two parcels. (PIN # 01-2-24-05-10-101-005 & 01-2-24-05-10-101-006)

The zoning matrix identifies “Dwelling – Two Family (Duplex)” as a Special Use within the C-2 central business district. The proposed use would consist of a duplex to allow for a live-in caretaker.

Note: In order for the duplex to be constructed, the two parcels will need to be combined into one parcel. Madison County advised the owner to combine the parcels after a Special Use Permit is granted.

Comprehensive Plan Consideration

The subject property is denoted as downtown on the Comprehensive Plan’s Future Land Use Map. A duplex is a special use permitted within the C-2 central business district.

Surrounding Uses

Direction	Land Use	Zoning
North	Single-Family Residence	C-2
South	Vacant Lot	Industrial
East	Single-Family Residence	C-2
West	Single-Family Residence	C-2



City of Highland Building and Zoning

Standards of Review for Special Use Permits

Below are the six (6) consideration items listed in Section 90-79 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a SUP request.

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Use is consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation;

The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.

3. Whether 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;

The proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base;

The proposed Special Use will not have a detrimental impact on the value of neighboring property or on the City's overall tax base.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Use will utilize public utilities.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

There are no facilities nearby that require special protection.

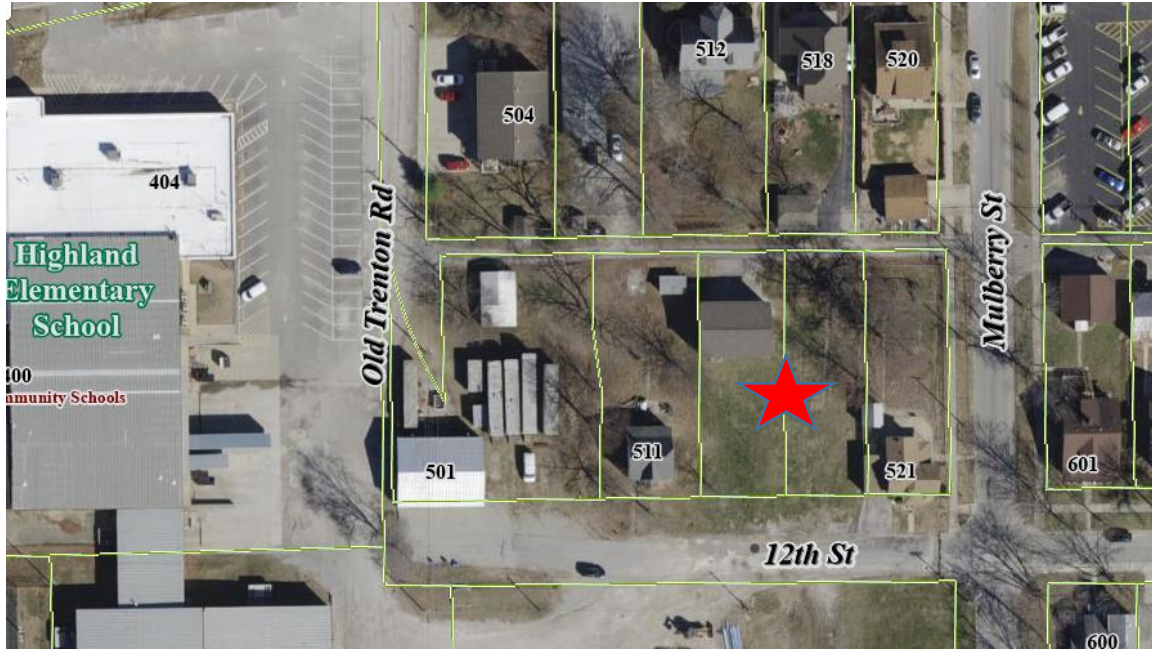
Staff Discussion

Given that the proposed Special Use is consistent with the Comprehensive Plan and will not affect the surround properties, staff has no concerns.

2019 Aerial Photograph



City of Highland
Building and Zoning



Site Photo





City of Highland
Building and Zoning

Exhibit "C"
Determination of Special Use Permit

Date Submitted: 6/26/20
Filing Fees: \$200
Date Paid: 6/26/20
Date Advertised: 7/15/20 & 7/16/20
Date of Sent Notice: 7/15/20
Date of Public Hearing: 8/5/20

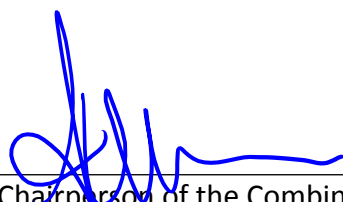
On August 5, 2020, the City of Highland Combined Planning and Zoning Board at its regular meeting **approved**, **approved with condition(s)**, **denied** a Special Use Permit for the following:

Michael Gilomen of 518 Broadway is requesting a Special Use Permit to allow for a two-family dwelling (duplex) within the C-2 zoning district at 513/519 12th Street, pending the combination of two parcels. (PIN # 01-2-24-05-10-101-005 & 01-2-24-05-10-101-006).

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the August 17, 2020 meeting of the City Council.

In recommending Approval (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 8/5/20
Date

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO MICHAEL GILOMEN TO ALLOW A TWO-FAMILY DWELLING WITHIN THE C-2 ZONING DISTRICT AT 513 AND 519 12TH STREET, PIN# 01-2-24-05-10-101-005 & PIN# 01-2-24-05-10-101-006

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

WHEREAS, 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. _____, and attached hereto.

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

Section 1. Michael Gilomen of 518 Broadway is requesting a Special Use Permit to allow for a two-family dwelling (duplex) within the C-2 zoning district at 513 and 519 12th Street, pending the combination of two parcels (PIN # 01-2-24-05-10-101-005 & 01-2-24-05-10-101-006).

Section 2. Michael Gilomen, of 518 Broadway, Highland, Illinois, is hereby granted a Special Use Permit in a “C2” zoning district, as defined in Chapter 90 of the *Code of Ordinances, City of Highland*, for a two-family dwelling (duplex) within the C-2 zoning district at 513 and 519 12th Street (PIN# 01-2-24-05-10-101-005 & PIN# 01-2-24-05-10-101-006).

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, and deposited and filed in the office of the City Clerk on the __ day of _____, 2020, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

CITY OF HIGHLAND

EOM WARRANT # 1174

July 31, 2020

001	General Fund	\$	596.90
011	TIF#2 Debt Repayment Fund	\$	-
007	Community Development	\$	-
008	Motor Fuel Tax Fund	\$	-
009	Parks & Recreation Fund	\$	-
050	Street Bond	\$	-
101	Electric Fund	\$	971,806.16
006	TIF #1	\$	-
111	Fiber To The Premise Fund	\$	-
207	Water Depr/Equip Repl	\$	-
201	Water Fund	\$	-
301	Sewer Fund	\$	-
401	Ambulance Fund	\$	-
713	Solid Waste Fund	\$	-
706	Liability Insurance	\$	-
705	Audit Fund	\$	-
802	Payroll Account	\$	<u>33,030.50</u>
	TOTAL WARRANT	\$	1,005,433.56

CITY CLERK
July 31, 2020

MAYOR

Accounts Payable

Computer Check Proof List by Vendor

User: rdixon
 Printed: 07/29/2020 - 1:36PM
 Batch: 00014.07.2020

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 4288 ANNUAL	United States Treasury ANNUAL PCORI TAX	596.90	07/30/2020	Check Sequence: 1 001-011-5-390-00
	Check Total:	596.90		
Vendor: 1059 JUNE 2020 JUNE 2020 JUNE 2020	IMEA JUNE PURCHASE POWER JUNE PURCHASE POWER JUNE PURCHASE POWER	-659.11 -44,844.00 1,017,309.27	07/20/2020 07/20/2020 07/20/2020	Check Sequence: 1 101-000-4-346-41 101-000-4-346-42 101-102-5-390-20
	Check Total:	971,806.16		
Vendor: 1603	AFLAC PR Batch 00001.07.2020 AFLAC Accident Ins PR Batch 00001.07.2020 AFLAC Critical Illness PR Batch 00001.07.2020 AFLAC Hospital PR Batch 00002.07.2020 AFLAC Critical Illness PR Batch 00002.07.2020 AFLAC Accident Ins PR Batch 00002.07.2020 AFLAC Hospital	191.94 34.42 61.88 34.42 191.94 61.88	07/08/2020 07/08/2020 07/08/2020 07/21/2020 07/21/2020 07/21/2020	Check Sequence: 1 802-000-1-216-05 802-000-1-216-05 802-000-1-216-05 802-000-1-216-05 802-000-1-216-05 802-000-1-216-05
	Check Total:	576.48		
Vendor: 3040	AFLAC PR Batch 00001.07.2020 AFLAC Short Term Disability ADJUSTMENT PR Batch 00002.07.2020 AFLAC Short Term Disability	266.06 80.74 266.06	07/08/2020 07/31/2020 07/21/2020	Check Sequence: 2 802-000-1-216-05 802-000-1-216-05 802-000-1-216-05
	Check Total:	612.86		
Vendor: 5558	BUSEY BANK PR Batch 00001.07.2020 Pol Pension PR Batch 00002.07.2020 Pol Pension	6,393.68 6,350.59	07/08/2020 07/21/2020	Check Sequence: 3 802-000-1-215-02 802-000-1-215-02
	Check Total:	12,744.27		
Vendor: 5610	Guardian ADJUSTMENT ADJUSTMENT PR Batch 00001.07.2020 Guardian Life Ins Benefit ADJUSTMENT PR Batch 00001.07.2020 Vision Benefit PR Batch 00001.07.2020 Guardian Voluntary Life/AD&D PR Batch 00001.07.2020 Guardian Voluntary Vision PR Batch 00001.07.2020 Guardian Dental Premium PR Batch 00001.07.2020 Guardian Dental Benefit ADJUSTMENT PR Batch 00002.07.2020 Guardian Dental Benefit PR Batch 00002.07.2020 Guardian Dental Premium PR Batch 00002.07.2020 Guardian Voluntary Vision PR Batch 00002.07.2020 Guardian Voluntary Life/AD&D ADJUSTMENT ADJUSTMENT PR Batch 00002.07.2020 Vision Benefit ADJUSTMENT PR Batch 00002.07.2020 Guardian Life Ins Benefit ADJUSTMENT	-1.00 -54.20 240.39 1,103.54 52.26 1,012.55 389.72 1,039.52 2,059.56 28.50 2,059.56 1,039.52 389.72 1,012.55 6.03 7.20 52.26 173.01 240.39 0.08	07/31/2020 07/31/2020 07/08/2020 07/31/2020 07/08/2020 07/08/2020 07/08/2020 07/08/2020 07/08/2020 07/31/2020 07/21/2020 07/21/2020 07/21/2020 07/21/2020 07/31/2020 07/31/2020 07/21/2020 07/31/2020 07/21/2020 07/31/2020	Check Sequence: 4 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01 802-000-1-216-01
	Check Total:	10,851.16		
Vendor: 4021	Highland Area Community Foundation PR Batch 00002.07.2020 Highland Employee Foundation PR Batch 00001.07.2020 Highland Employee Foundation	127.67 127.67	07/21/2020 07/08/2020	Check Sequence: 5 802-000-1-216-42 802-000-1-216-42
	Check Total:	255.34		
Vendor: 2958	I U O E Local 399 PR Batch 00002.07.2020 IUOE Dues PR Batch 00001.07.2020 IUOE Dues	803.23 803.23	07/21/2020 07/08/2020	Check Sequence: 6 802-000-1-216-40 802-000-1-216-40
	Check Total:	1,606.46		
Vendor: 3901	IAFF Local 3672 PR Batch 00001.07.2020 IAFF Dues PR Batch 00002.07.2020 IAFF Dues	402.00 402.00	07/08/2020 07/21/2020	Check Sequence: 7 802-000-1-216-42 802-000-1-216-42
	Check Total:	804.00		

Vendor: 3625	IL Fraternal Order Of Police			Check Sequence: 8
	PR Batch 00001.07.2020 FOP Dues	600.00	07/08/2020	802-000-1-216-41
	PR Batch 00002.07.2020 FOP Dues	600.00	07/21/2020	802-000-1-216-41
	Check Total:	1,200.00		
Vendor: 3913	SW IL IBEW NECA Svc. Center			Check Sequence: 9
	PR Batch 00002.07.2020 IBEW Basic \$	556.75	07/21/2020	802-000-1-216-43
	PR Batch 00001.07.2020 IBEW Dues %	943.83	07/08/2020	802-000-1-216-43
	PR Batch 00002.07.2020 IBEW Dues %	938.32	07/21/2020	802-000-1-216-43
	PR Batch 00003.07.2020 IBEW Dues %	8.50	07/24/2020	802-000-1-216-43
	Check Total:	2,447.40		

CITY OF HIGHLAND

WARRANT # 1175

August 17, 2020

001	General Fund	\$	57,748.74
006	TIF #1	\$	-
007	Community Development	\$	13,992.81
008	Motor Fuel Tax Fund	\$	1,437.89
009	Parks & Recreation Fund	\$	454,190.54
050	Street Bond	\$	238,547.84
101	Electric Fund	\$	55,758.62
012	Business District A	\$	19,665.26
111	Fiber To The Premise Fund	\$	178,494.80
119	FTTP Bond & Int	\$	-
201	Water Fund	\$	35,274.78
301	Sewer Fund	\$	9,886.50
401	Ambulance Fund	\$	2,703.80
713	Solid Waste Fund	\$	235.40
717	Cemetery Board of Managers	\$	480.00
309	2013 Sewer Bond Constructor	\$	-
802	Payroll Account	\$	<u>1,962.53</u>
	TOTAL WARRANT	\$	1,070,379.51

CITY CLERK
August 17, 2020

MAYOR

Accounts Payable

Computer Check Proof List by Vendor

User: rdixon
 Printed: 08/14/2020 - 10:38AM
 Batch: 00005.08.2020

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 1569 114753	4COM Inc AUGUST 2020 PROGRAMMING	10,651.85	08/18/2020	Check Sequence: 1 111-111-5-390-52
	Check Total:	10,651.85		
Vendor: 5165 2008-02	ACS- ANDREAS CONSULTING SERVICES LAKE TERRACE & HARVEST VIEW ACRES 7/1/20-7/31/2020	3,921.50	08/18/2020	Check Sequence: 2 001-017-5-230-00
	Check Total:	3,921.50		
Vendor: 193 1-11848 193,026	ADR Inc TOW OF STOLEN VEHICLE NISSAN ROGUE 20-5514 AirGas Carbon Dioxide	125.00 57.20	08/18/2020 08/18/2020	Check Sequence: 3 001-012-5-390-00 201-203-5-430-00
	Check Total:	182.20		
Vendor: 2632 9103573781	Airgas USA,LLC OXYGEN	124.14	08/18/2020	Check Sequence: 4 401-401-5-430-00
	Check Total:	124.14		
Vendor: 4674 0797748017 S&A 1033144016 2723363006 4742177616820 5983358251 7072262256820 9305822894	Ameren Illinois Utilities GAS SERVICE- HCS BLDG GAS SERVICE- STATION #1 park maint shed utilities - natural gas GAS SERVICE- STATION#2 KRC utilities - natural gas POLICE DEPT GAS UTILITIES	67.93 63.42 51.51 74.59 83.07 134.53 69.23	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 5 001-017-5-330-00 111-111-5-330-00 001-014-5-330-00 009-016-5-330-00 001-014-5-330-00 009-009-5-330-00 001-012-5-330-00
	Check Total:	544.28		
Vendor: 3076 4568403-02 4663939-00 4668512-00 4668512-00 4668512-01 4671510-00 4671510-00	ANIXTER, INC. MU3624L 120601014.0465 WR159 Compression Connector TAP04CUSOL-00 P458W Red Flag with black print WR289 Wide Range Compression Connector J9410 Bolt Ovaley	20.00 913.20 38.00 2,456.00 654.00 70.00 255.00	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 6 101-104-5-440-00 101-104-5-530-60 101-104-5-430-00 101-104-5-540-30 101-104-5-430-00 101-104-5-430-00 101-104-5-430-00
	Check Total:	4,406.20		
Vendor: 195 99703	Aviston Lumber Company 40BBQ	32.00	08/18/2020	Check Sequence: 7 101-104-5-420-00
	Check Total:	32.00		
Vendor: 2387 INVRCO16554	Barco Products Company Bloemker bench	1,042.09	08/18/2020	Check Sequence: 8 009-016-5-430-00
	Check Total:	1,042.09		
Vendor: 5319 2500 2501 2502 2503 2504 2505 2506 2506	BARNETT PEST SOLUTIONS POLICE DEPT PEST CONTROL SERVICES WCC pest control MONTHLY PEST CONTROL- CITY HALL STORAGE Monthly Onslaught INSPECTION AND TREATMENT MONTHLY PEST CONTROL- CITY HALL INSPECTION AND TREATMENT INSPECTION AND TREATMENT	25.00 25.00 20.00 30.00 30.00 20.00 14.00 14.00	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 9 001-012-5-390-00 009-016-5-390-00 001-011-5-390-00 001-017-5-390-00 101-102-5-390-00 001-011-5-390-00 001-013-5-390-00 101-101-5-390-00
	Check Total:	178.00		
Vendor: 1260 692468	Belleville News-Democrat PUBLIC NOTICE- ANNEXATION AGREEMENT NOTICE	180.56	08/18/2020	Check Sequence: 10 001-011-5-390-00
	Check Total:	180.56		
Vendor: 20343 200106151	Bestone Tire of Clinton Co DEMOUNT LOADER TIRES TO GET RIMS POWDER COATED	318.00	08/18/2020	Check Sequence: 11 001-017-5-360-00
	Check Total:	318.00		
Vendor: 310 8249	Bluff Equipment Inc oil for mower	111.90	08/18/2020	Check Sequence: 12 009-715-5-450-00
	Check Total:	111.90		
Vendor: 1291 83721081	Bound Tree Medical, LLC EMS SUPPLIES	16.82	08/18/2020	Check Sequence: 13 401-401-5-430-00
	Check Total:	16.82		
Vendor: 4861	Bradford National Bank			Check Sequence: 14

59524 S&A	Street Sweeper Pmt.		3,900.97	08/18/2020	001-017-5-530-00
	Check Total:		3,900.97		
Vendor: 360 72551DM	Broadway Battery & Tire a/c maint repairs park maint shed		143.00	08/18/2020	Check Sequence: 15 009-016-5-390-00
	Check Total:		143.00		
Vendor: 10044 2141239	BUILDINGSTARS INC cleaning service for the KRC month fee		1,852.00	08/18/2020	Check Sequence: 16 009-009-5-380-01
	Check Total:		1,852.00		
Vendor: 712 226217	Calix Networks Inc 721GE ONT, 2 POTS, 2 GE, 1 RF		4,735.50	08/18/2020	Check Sequence: 17 111-111-5-530-00
226217	727GE ONT, 4 POTS, 4 GE, 1 RF		14,454.00	08/18/2020	111-111-5-530-00
226217	GigaSPIRE		4,975.00	08/18/2020	111-111-5-530-00
226217.1	FREIGHT		199.95	08/18/2020	111-111-5-530-00
230101	GigaSPIRE		11,193.75	08/18/2020	111-111-5-530-00
230101.1	FREIGHT		190.28	08/18/2020	111-111-5-530-00
	Check Total:		35,748.48		
Vendor: 1549 3971	CCG Consulting LLC FIXED BILLING- HIGHLAND REGULATORY COMPLIANCE REMINDER FCC, IL		2,100.00	08/18/2020	Check Sequence: 18 111-111-5-220-00
	Check Total:		2,100.00		
Vendor: 470 26968	Cedarchem Cationic Polymer		1,380.00	08/18/2020	Check Sequence: 19 201-202-5-490-00
	Check Total:		1,380.00		
Vendor: 443 100514	Chemco Industries, Inc. chem ox and orange solv cleaners		493.38	08/18/2020	Check Sequence: 20 009-016-5-450-00
	Check Total:		493.38		
Vendor: 456 0080788	City Of Highland DUMPSTER		532.54	08/18/2020	Check Sequence: 21 101-102-5-260-00
	Check Total:		532.54		
Vendor: 457	City Of Highland				Check Sequence: 22
JULY 2020	JULY CENTRAL PURCHASING		540.89	08/18/2020	001-012-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		42.70	08/18/2020	009-016-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		63.47	08/18/2020	001-017-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		66.06	08/18/2020	009-503-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		209.23	08/18/2020	009-009-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		177.75	08/18/2020	201-203-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		10.68	08/18/2020	001-014-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		80.54	08/18/2020	401-401-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		334.04	08/18/2020	001-013-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		42.61	08/18/2020	009-715-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		177.75	08/18/2020	301-303-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		41.10	08/18/2020	301-304-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		75.07	08/18/2020	201-201-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		3.42	08/18/2020	001-000-0-157-00
JULY 2020	JULY CENTRAL PURCHASING		595.40	08/18/2020	001-011-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		6.90	08/18/2020	009-016-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		19.30	08/18/2020	009-016-5-430-00
JULY 2020	JULY CENTRAL PURCHASING		215.94	08/18/2020	101-101-5-430-00
	Check Total:		2,702.85		
Vendor: 451 0080789	City Of Highland Electric dumpster for fireworks		185.00	08/18/2020	Check Sequence: 23 009-016-5-330-00
010101-000820	quarterback club bathroom utilities		25.84	08/18/2020	009-016-5-330-00
010101-001820	quarterback club bathroom utilities		86.61	08/18/2020	009-016-5-330-00
	Check Total:		297.45		
Vendor: 5491 1228	KIMBERLY A. COLE PRETREATMENT CONSULTING SERVICES		975.00	08/18/2020	Check Sequence: 24 301-305-5-230-00
	Check Total:		975.00		
Vendor: 2345 0210065	Crawford, Murphy & Tilly Inc TRUNK SEWER REHAB DESIGN, BIDDING, CONSTRUCTION PHASE		1,140.00	08/18/2020	Check Sequence: 25 301-303-5-505-00
	Check Total:		1,140.00		
Vendor: 4022 IL0494	CSX Transportation Inc PROPOSED CULVERT MODIFICATION LINDENTHAL CREEK- REVISED COST		13,794.00	08/18/2020	Check Sequence: 26 007-007-5-550-00
	Check Total:		13,794.00		
Vendor: 352 003.2020.24	Curry & Associates Engineers Inc SANITARY SEWER EXT TROXLER AVE TO PS BLD		143.14	08/18/2020	Check Sequence: 27 012-012-5-505-00
004.2020.33	PUBLICSAFETY BLD CIVIL ENGINEERINGSERVICES		2,290.32	08/18/2020	012-012-5-505-00
004.2020.42	WATER MAIN REPLACEMENT FROM HIGHLAND PARK RD TO PRAIRIE RD		1,343.36	08/18/2020	201-203-5-505-00
007.2019.116	WATER MAIN REPLACEMENT- DESIGN		1,345.55	08/18/2020	201-203-5-505-00
	Check Total:		5,122.37		

Vendor: 2358	Daiber Towing			Check Sequence: 28
15758	POLICE TOW STOLEN VEHICLE 20-5514	75.00	08/18/2020	001-012-5-390-00
15763	POLICE TOW REF. CASE #20-5545	150.00	08/18/2020	001-012-5-390-00
15765	CAR 8 TOW TO LARRY'S FOR REPAIR	75.00	08/18/2020	001-012-5-390-00
	Check Total:	300.00		
Vendor: 3396	Dave Schmidt Truck Service Inc			Check Sequence: 29
T92236	Truck #63 A+B Service & DOT Inspect., check issue & repairs-	4,509.35	08/18/2020	001-017-5-360-10
T92266	Truck #57 A+B Service & DOT Inspect., check issue & repairs-	2,220.80	08/18/2020	001-017-5-360-10
	Check Total:	6,730.15		
Vendor: 5753	DECKS PRAIRIE TIRE LLC			Check Sequence: 30
1073	225/70R19.5 Tires for Truck # 44	773.28	08/18/2020	101-104-5-360-10
	Check Total:	773.28		
Vendor: 4153	DJ Howards & Assoc. Inc.			Check Sequence: 31
C20-208	APPRAISAL REPORT FOR 1311 OAK STREET	300.00	08/18/2020	001-013-5-390-00
	Check Total:	300.00		
Vendor: 5486	EJ EQUIPMENT, INC.			Check Sequence: 32
P01992	Ball Valves	51.06	08/18/2020	301-303-5-460-00
P01992	Ball Valves	51.06	08/18/2020	201-203-5-460-00
P01993	Ball Valves	40.85	08/18/2020	201-203-5-460-00
P01993	Ball Valves	40.85	08/18/2020	301-303-5-460-00
	Check Total:	183.82		
Vendor: 20627	Energy Wise			Check Sequence: 33
933	QTRLY MTN ON 4 ROOFTOP HEATING & COOLING UNITS	1,565.00	08/18/2020	009-009-5-390-00
	Check Total:	1,565.00		
Vendor: 8548	Everlasting Etch			Check Sequence: 34
8020	tree plaques	9.00	08/18/2020	009-016-5-390-00
8033	McCain - bronze with black textured back ground coated for exter	815.35	08/18/2020	009-016-5-390-00
8055	RETIREMENT PLAQUE FOR MIKE BUSS	41.00	08/18/2020	201-202-5-390-00
	Check Total:	865.35		
Vendor: 4089	Leslie E Fear			Check Sequence: 35
B-19-190108	275- BRENTMOOR CT- FINAL ELECTRICAL INSPECTION	45.00	08/18/2020	001-013-5-390-81
B-19-190142	2929 Herzog Ln - Final Electrical Inspection	360.00	08/18/2020	001-013-5-390-81
B-20-020042	1140 RADCLIFFE DR- FINAL ELECTRICAL INSPECTION	60.00	08/18/2020	001-013-5-390-81
B-20-020162	223 Carter Ridge Dr - Electrica Rough-in Inspection	60.00	08/18/2020	001-013-5-390-81
B-20-020162 1	223 Carter Ridge Dr -Meter Base Inspection	60.00	08/18/2020	001-013-5-390-81
	Check Total:	585.00		
Vendor: 20809	FGM Architects			Check Sequence: 36
20-2897.01-1	CITY OF HIGHLAND NEW POOL STUDY & DESIGN	3,962.00	08/18/2020	009-503-5-390-00
	Check Total:	3,962.00		
Vendor: 2945	Fire Master Fire Equipment			Check Sequence: 37
116733	HINGE	19.43	08/18/2020	001-014-5-360-10
	Check Total:	19.43		
Vendor: 745	Fletcher Reinhardt Company			Check Sequence: 38
S1224281.002	PCS-71 Pigtail Connector	173.00	08/18/2020	101-104-5-430-00
S1226696.001	S4B1P1A Cutout	1,742.50	08/18/2020	101-104-5-430-00
S1226850.001	1/0 STR CU THHN Black 500'	758.52	08/18/2020	101-104-5-540-30
S1226850.001	2 STR CU THHN Black 500'	453.86	08/18/2020	101-104-5-540-30
	Check Total:	3,127.88		
Vendor: 1654	Fox Sports Net St. Louis LLC			Check Sequence: 39
R83961	JULY VIDEO CONTENT FEE	9,467.64	08/18/2020	111-111-5-390-52
	Check Total:	9,467.64		
Vendor: 788	Frost Electric Supply Co			Check Sequence: 40
S4186117.001	Aervoe 222 Orange Marking Paint	539.16	08/18/2020	101-104-5-430-00
S4186117.001	Aervoe 220 Red Marking Paint	44.93	08/18/2020	101-104-5-430-00
S4186321.001	CARLON 15005-100 1/2IN GRAY PVC CARFLEX LIQUIDTIGHT, CONDUIT EMT	84.27	08/18/2020	001-014-5-430-00
	Check Total:	668.36		
Vendor: 8299	St. Clair Service Company FS Turf Solutions			Check Sequence: 41
30004114	chemicals for grass/weeds	603.00	08/18/2020	009-016-5-490-00
30004150	chemicals for grass/weeds	197.00	08/18/2020	009-715-5-490-00
30004197	chemicals for grass/weeds	120.00	08/18/2020	009-715-5-490-00
30004245	chemicals for grass/weeds	257.90	08/18/2020	009-016-5-490-00
30004246	chemicals for grass/weeds	288.38	08/18/2020	009-715-5-490-00
	Check Total:	1,466.28		
Vendor: 795	Galls, LLC			Check Sequence: 42
016054469	5.11 Loop panel	18.45	08/18/2020	001-012-5-440-00
016166869	NEW TRANSPORT BELT AND HANDCUFFS FOR PD	127.35	08/18/2020	001-012-5-430-00
016176842	NEW DRESS UNIFORM HAT FOR P96	68.94	08/18/2020	001-012-5-440-00

	Check Total:		214.74		
Vendor: 1185 5158	Gelly Excavating & Construction Inc hall 1" clean to silver lake		267.02	08/18/2020	Check Sequence: 43 009-016-5-390-00
	Check Total:		267.02		
Vendor: 5299 1721720	GFI DIGITAL, INC Richo C3503 Copier		59.03	08/18/2020	Check Sequence: 44 001-017-5-340-00
	Check Total:		59.03		
Vendor: 851 9602393044	Grainger Mixer Motor, Air Filters		219.54	08/18/2020	Check Sequence: 45 201-202-5-450-00
	Check Total:		219.54		
Vendor: 3333 0122771-IN 0122915-IN 0123008-IN 0123011-IN	GREAT LAKES DATA SYSTEMS SMS OUTBOUND MESSAGING FEES SOFTWARE SUPPORT ENGINEERING SRVCS W/ LAUNCHING SUPERCONTROLLER PLATFORM GLDS SUPERCONTROLLER SOFTWARE, INITIAL CONFIG/LAUNCH SERVICES		150.00 800.00 5,605.22 11,999.17	08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 46 111-111-5-390-00 111-111-5-390-50 111-111-5-505-00 111-111-5-505-00
	Check Total:		18,554.39		
Vendor: 365 2	Haier Plumbing & Heating Inc. IL 160 SHARED USE PATH PW-17-19 (7/11/20-8/12/20)		238,031.64	08/18/2020	Check Sequence: 47 050-050-5-540-10
	Check Total:		238,031.64		
Vendor: 936 2884	Highland Chamber Of Commerce RETIREMENT GIFT CERTIFICATES FOR MIKE BUSS		250.00	08/18/2020	Check Sequence: 48 201-202-5-390-00
	Check Total:		250.00		
Vendor: 1423 200-301431 200-303716	Highland Communication Services HCS SERVICES- CITY HALL POLICE DEPT TV,PHONE AND INTERNET		499.90 494.90	08/18/2020 08/18/2020	Check Sequence: 49 001-011-5-390-50 001-012-5-390-50
	Check Total:		994.80		
Vendor: 5756 INV03192020	HIGHLAND COMMUNITY CHURCH, INC REIMBURSEMENT FOR BUILDING PERMIT		735.00	08/18/2020	Check Sequence: 50 001-013-4-321-70
	Check Total:		735.00		
Vendor: 984 6002 6172	Highland's Tru Buy CENTRAL PURCHASING SUPPLIES CENTRAL PURCHASING SUPPLIES		108.84 82.04	08/18/2020 08/18/2020	Check Sequence: 51 001-000-0-157-00 001-000-0-157-00
	Check Total:		190.88		
Vendor: 5758 B-19-190108	SPENCER HOHL CERTIFICATE OF OCCUPANCY DEPOSIT REFUND- 275 BRENTMOOR		200.00	08/18/2020	Check Sequence: 52 001-013-5-390-83
	Check Total:		200.00		
Vendor: 469 22578	Hopcroft Electric, Inc NORDBERG VACUUM MOTOR		1,168.40	08/18/2020	Check Sequence: 53 101-102-5-360-00
	Check Total:		1,168.40		
Vendor: 4884 074530 JULY JULY JULY JULY JULY JULY JULY JULY JULY JULY	Huels Oil Co GALLON PREMIUM OFF ROAD DIESEL (237.000 GAL) STREET & ALLEY JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL JULY DIESEL FUEL		328.88 46.05 1,332.14 227.57 731.75 1,254.54 174.63 174.62 188.26 110.45	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 54 001-017-5-420-00 001-014-5-420-00 401-401-5-420-00 009-016-5-420-00 001-017-5-420-00 101-104-5-420-00 201-203-5-420-00 301-303-5-420-00 301-304-5-420-00 111-111-5-420-00
	Check Total:		4,568.89		
Vendor: 1039 JULY JULY	IL Department Of Revenue JULY SALES TAX JULY SALES TAX		16.00 4.00	08/18/2020 08/18/2020	Check Sequence: 55 009-503-5-390-00 009-009-5-390-00
	Check Total:		20.00		
Vendor: 1023 4823-01 4823-02 4823-03 4823-04	IL Dept Of Public Health AMBULANCE LICENSE INSPECTION (VIN#8787) AMBULANCE LICENSE INSPECTION (VIN#8706) AMBULANCE LICENSE INSPECTION (VIN#3567) AMBULANCE LICENSE INSPECTION (VIN#0340)		25.00 25.00 25.00 25.00	08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 56 401-401-5-390-00 401-401-5-390-00 401-401-5-390-00 401-401-5-390-00
	Check Total:		100.00		
Vendor: 1038 JULY	IL Dept Of Revenue JULY UTILITY TAX		40,138.93	08/18/2020	Check Sequence: 57 101-101-5-710-00
	Check Total:		40,138.93		
Vendor: 3633	ILLINOIS DEPT OF REVENUE				Check Sequence: 58

	Check Total:		572.50		
Vendor: 5222	MCFA DEATH BENEFIT				Check Sequence: 70
914 GOEBEL	DEATH BENEFIT- WILBUR GOEBEL- PRAIRIETOWN #1396	84.00		08/18/2020	001-014-5-390-00
914 VIETH	DEATH BENEFIT- RAY VIETH- HAMEL #1395	84.00		08/18/2020	001-014-5-390-00
	Check Total:		168.00		
Vendor: 1924	McKay Auto Parts Inc				Check Sequence: 71
821824	ATC-25 FUSE	2.99		08/18/2020	001-012-5-460-00
	Check Total:		2.99		
Vendor: 1386	Midwest Municipal Supply Inc				Check Sequence: 72
2019052	Coupling, PVC Pipe	784.02		08/18/2020	201-203-5-430-00
2019367	Adapter, Meter Flg, Meter Gasket, Meter Coupling	848.40		08/18/2020	201-203-5-450-00
2019368	Tufcor+ Meter Tiles, Lg. Nut Frame & Cover	335.76		08/18/2020	201-203-5-450-00
	Check Total:		1,968.18		
Vendor: 5757	MIDWEST SERVICE GROUP				Check Sequence: 73
20191501	REMOVAL & DISPOSAL OF ASBESTOS CONTAINING MATERIALS- 1201 BWAY	9,005.00		08/18/2020	001-013-5-390-84
	Check Total:		9,005.00		
Vendor: 2555	Mike A Maedge Trucking Inc				Check Sequence: 74
36168	CM6 Tic. # 1615911	176.82		08/18/2020	001-017-5-540-00
	Check Total:		176.82		
Vendor: 3761	MOMENTUM TELECOM, INC.				Check Sequence: 75
157567	JUNE VOICE CONTENT FEE	10,115.26		08/18/2020	111-111-5-390-51
169101	VOICE CONTENT FEE- AUGUST 2020	10,459.17		08/18/2020	111-111-5-390-51
	Check Total:		20,574.43		
Vendor: 2929	MUNICIPAL EMERGENCY SERVICES, INC.				Check Sequence: 76
IN1480245	EMS UNIFORM SUPPLIES- DAVE CRIPPS AND ETHAN PIERCE	441.00		08/18/2020	401-401-5-440-00
	Check Total:		441.00		
Vendor: 5266	NEW PIG CORPORATION				Check Sequence: 77
23057066-00	SUMP SKIMMER, MAT ROLL	438.12		08/18/2020	001-014-5-430-00
23107079-00	ABSORBENT SOCK, MAT PAD IN DISPENSER BOX, WEEKENDER BAG	569.12		08/18/2020	001-014-5-470-00
	Check Total:		1,007.24		
Vendor: 5658	NEXSTAR BROADCASTING, INC.				Check Sequence: 78
342729	JULY VIDEO CONTENT FEE- WGN	397.08		08/18/2020	111-111-5-390-52
343382	JULY VIDEO CONTENT FEE	5,459.85		08/18/2020	111-111-5-390-52
	Check Total:		5,856.93		
Vendor: 5759	NEXT GENERATION MANAGEMENT SOLUTIONS				Check Sequence: 79
000130	STERILIZATION OF CITY HALL BLDG	270.00		08/18/2020	001-011-5-380-00
	Check Total:		270.00		
Vendor: 1518	Nu Way Concrete Forms Troy LLC				Check Sequence: 80
1735437	Cabide stars for mini planer, Planer mini CPM8 (Scarifier)	459.00		08/18/2020	001-017-5-340-00
1736901	equipment/splys for repairs on cemetery road	107.70		08/18/2020	009-016-5-450-00
	Check Total:		566.70		
Vendor: 3903	O'Reilly Automotive Inc.				Check Sequence: 81
0985-170672	FUSE BLOCK- PRIMARY WIRE	58.19		08/18/2020	001-014-5-450-00
0985-171495	maint splys for 2008 ford pick up	71.96		08/18/2020	009-715-5-460-00
0985-171504	oil filter 2008 ford pick up	9.99		08/18/2020	009-715-5-460-00
	Check Total:		140.14		
Vendor: 8594	PAETEC				Check Sequence: 82
72845427	LONG DISTANCE	0.03		08/18/2020	101-101-5-310-00
72866520	POLICE DEPT LONG DISTANCE	1.46		08/18/2020	001-012-5-310-00
	Check Total:		1.49		
Vendor: 4146	PDC Laboratories Inc				Check Sequence: 83
I9425703	Chlorine Check, Semivolatiles	160.00		08/18/2020	201-202-5-390-23
I9426135	Disinfectant/Byproducts	400.00		08/18/2020	201-202-5-390-23
	Check Total:		560.00		
Vendor: 2677	PERSONAL PREFERENCE SERVICES				Check Sequence: 84
8895	JULY CLEANING SERVICE- HCS BLDG	138.00		08/18/2020	111-111-5-380-00
	Check Total:		138.00		
Vendor: 20905	Lisa Pirtle				Check Sequence: 85
785905	auto debit reimbursement - membership on hold due to covid	29.06		08/18/2020	009-009-4-347-21
	Check Total:		29.06		
Vendor: 366	Polydyne, Inc.				Check Sequence: 86
1471704	Tote Clarifloc CE-1457 Polymer	3,261.40		08/18/2020	301-304-5-490-00

	Check Total:		3,261.40		
Vendor: 1773 56488331 56490053	Power Line Supply SW7187LB Deadend AUto Wedge Rigid J8874 DA Bolt 5/8" X 24"		410.00 195.00	08/18/2020 08/18/2020	Check Sequence: 87 101-104-5-430-00 101-104-5-430-00
	Check Total:		605.00		
Vendor: 3354 22312	PRILL'S GARAGE STATE INSPECTION		39.00	08/18/2020	Check Sequence: 88 401-401-5-360-10
	Check Total:		39.00		
Vendor: 3377 20200658 20200686	Quality Testing & Eng Inc HIGHLAND WATER RECLAMATION FAC RT 160 SHARED USE PATH L8002		2,226.10 516.20	08/18/2020 08/18/2020	Check Sequence: 89 301-304-5-550-00 050-050-5-540-10
	Check Total:		2,742.30		
Vendor: 2835 B-19-190254	R & R NEW HOME CONST LLC CERTIFICATE OF OCCUPANCY DEPOSIT REFUND- 5 & 15 JASON'S POINTE		200.00	08/18/2020	Check Sequence: 90 001-013-5-390-83
	Check Total:		200.00		
Vendor: 4211 2007-451996 2008-498218	R P Lumber Co Inc maint/repair splys for cemetery FOR ROUNDABOUT SPRINKLERS		10.80 19.09	08/18/2020 08/18/2020	Check Sequence: 91 009-715-5-450-00 101-102-5-430-00
	Check Total:		29.89		
Vendor: 969 841466 841733	Red E Mix LLC concrete for memorial benches head stone repairs at cemetery		364.00 1,026.00	08/18/2020 08/18/2020	Check Sequence: 92 009-016-5-430-00 009-715-5-430-00
	Check Total:		1,390.00		
Vendor: 1238 2118406 2118426 2118426 2118489 2118494 2118499	Reding Tire & Battery Inc Braiks and Rotors for mark r jeep Tire Repair - Backhoe Tire Repair - Backhoe CAR 5 OIL,LUBE AND FILTER CAR 3 OIL,LUBE AND FILTER CAR 2 TIRE REPAIR SCREW RH REAR TIRE		318.05 10.00 10.00 29.45 29.45 20.00	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 93 009-009-5-360-10 301-303-5-460-00 201-203-5-460-00 001-012-5-360-10 001-012-5-360-10 001-012-5-360-10
	Check Total:		416.95		
Vendor: 3604 11	KEITH W. REECE LAWN CARE AT 1311 OAK STREET (6/3, 6/23, 7/8, 7/22, 7/28)		100.00	08/18/2020	Check Sequence: 94 001-013-5-390-00
	Check Total:		100.00		
Vendor: 5761 0924009	RJ KOOL FAGOR CABINET HARDMOUNT WASHER EXTRACTOR, DRYING CABINET, BASE		17,231.80	08/18/2020	Check Sequence: 95 012-012-5-550-00
	Check Total:		17,231.80		
Vendor: 20906 785964	Ron Ruebhausen reimbursement for Lori's auto debit for july - membership is on		21.12	08/18/2020	Check Sequence: 96 009-009-4-347-21
	Check Total:		21.12		
Vendor: 3514 JULY JULY JULY JULY JULY JULY JULY JULY JULY JULY JULY JULY	SANDBERG PHOENIX & VON GONTARD P.C. JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES JULY LEGAL FEES		120.98 362.95 226.84 6,911.15 453.69 1,890.36 423.44 1,587.90 3,614.37 151.23 257.09	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 97 101-101-5-220-00 009-009-5-220-00 009-016-5-220-00 001-011-5-220-00 001-017-5-220-00 201-201-5-220-00 111-111-5-220-00 001-012-5-220-00 001-013-5-220-00 007-007-5-220-00 001-014-5-220-00
	Check Total:		16,000.00		
Vendor: 5737 786566	RALPH SCHEMPP several cancelled YAH trips due to covid - reimbursement		272.00	08/18/2020	Check Sequence: 98 009-016-4-371-66
	Check Total:		272.00		
Vendor: 5760 INVREIMB	JARED SCHROEDER REIMBURSEMENT FOR CDL LICENSE RENEWAL		60.00	08/18/2020	Check Sequence: 99 001-017-5-390-00
	Check Total:		60.00		
Vendor: 1587 B-19-190139 B-19-190141 B-20-020206 B-20-020221 B-20-020229 B-20-020235	Timothy Singler 2918 HERZOG LN- FINAL PLUMBING INSPECTION 2924 HERZOG LN- FINAL PLUMBING INSPECTION 195 N Porte Dr - Underfloor Plumbing Inspection 1519 Washington St - Underfloor Plumbing Inspection 1801 Cypress St - Plumbing Rough-In Inspection 1100 5th St - Underfloor Plumbing Inspection		225.00 225.00 25.00 25.00 25.00 47.50	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 100 001-013-5-390-82 001-013-5-390-82 001-013-5-390-82 001-013-5-390-82 001-013-5-390-82 001-013-5-390-82
	Check Total:		572.50		

Vendor: 1954 2021-21	Southwestern Illinois Law Enforcement Commission SILEC Yearly Training Fee for Highland PD	2,700.00	08/18/2020	Check Sequence: 101 001-012-5-240-00
	Check Total:	2,700.00		
Vendor: 3408 44	Splish Splash Auto Bath LLC PD CAR WASHES- JULY	168.50	08/18/2020	Check Sequence: 102 001-012-5-360-10
	Check Total:	168.50		
Vendor: 5731 INV-003823 INV-003823 INV-003823 INV-003823	SPRINGBROOK SOFTWARE LLC AUGUST CIVICPAY TRANSACTION FEE AUGUST CIVICPAY TRANSACTION FEE AUGUST CIVICPAY TRANSACTION FEE AUGUST CIVICPAY TRANSACTION FEE	235.40 470.80 470.80 1,177.00	08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 103 713-713-5-390-00 301-301-5-390-00 201-201-5-390-00 101-101-5-390-00
	Check Total:	2,354.00		
Vendor: 20878 786707	Betty Steiner canceled YAH trip due to covid - reimbursement	78.00	08/18/2020	Check Sequence: 104 009-016-4-371-66
	Check Total:	78.00		
Vendor: 20287 11000276 11000277 11000277	Scott A Stieb park maint work shirts ODP lifeguard shirts KRC lifeguard shirts	126.00 278.00 278.00	08/18/2020 08/18/2020 08/18/2020	Check Sequence: 105 009-016-5-440-00 009-503-5-440-00 009-009-5-440-00
	Check Total:	682.00		
Vendor: 3756 3089560 M	Stryker Sales Corporation EMS SUPPLIES- NIBP CUFF- SINGLE PATIENT USE, BAYONET	61.11	08/18/2020	Check Sequence: 106 401-401-5-430-00
	Check Total:	61.11		
Vendor: 5151 2596711 L306746049	SUMNER ONE, INC. COPIER LEASE/USAGE- HCS COPIER LEASE/USAGE- HCS	54.18 172.24	08/18/2020 08/18/2020	Check Sequence: 107 111-111-5-340-00 111-111-5-340-00
	Check Total:	226.42		
Vendor: 8603 786644	Cheryl Taylor cancelled YAH trip due to covid - reimbursement	81.00	08/18/2020	Check Sequence: 108 009-016-4-371-66
	Check Total:	81.00		
Vendor: 47 N000034677	Tech Electronics Inc MTN/REPAIRS TO SOUND SYSTEM IN COUNCIL CHAMBERS	602.00	08/18/2020	Check Sequence: 109 001-011-5-390-50
	Check Total:	602.00		
Vendor: 2789 339795 344780	TEGNA JUNE VIDEO CONTENT FEE JULY VIDEO CONTENT FEE	4,683.50 4,687.75	08/18/2020 08/18/2020	Check Sequence: 110 111-111-5-390-52 111-111-5-390-52
	Check Total:	9,371.25		
Vendor: 2028 216911 247067 247101	Teklab Inc Coliform, Total Membrane Filter HWRF Semi-Annual Sampling Coliform, Total Membrane Filter	163.90 457.50 14.90	08/18/2020 08/18/2020 08/18/2020	Check Sequence: 111 201-203-5-390-23 301-304-5-390-23 201-203-5-390-23
	Check Total:	636.30		
Vendor: 111111 43772 43887 43888 43888 43888	The Kwik Konnection Printing Inc VIRTUAL GRADUATION AD (5/13/2020) CELEBRATING AMERICA (FIREWORKS) AD 2020 ZONING MAP PUBLISHED- LEGAL PLANNING & ZONING- GILOMEN, HOLMAN, DK7 PROPERTIES- LEGAL SEALED BIDS WATER MAIN IMPROVEMENTS- LEGAL	100.00 145.00 31.50 94.50 260.50	08/18/2020 08/18/2020 08/18/2020 08/18/2020 08/18/2020	Check Sequence: 112 001-011-5-390-00 001-011-5-390-00 001-013-5-390-00 001-013-5-390-00 201-203-5-390-00
	Check Total:	631.50		
Vendor: 20368 121618	The Mail Box Store SHIPPING CHARGES	70.02	08/18/2020	Check Sequence: 113 111-111-5-320-00
	Check Total:	70.02		
Vendor: 374 1268-1	The Sherwin Williams Co Marking Paint & Glass Beads	1,437.89	08/18/2020	Check Sequence: 114 008-008-5-430-00
	Check Total:	1,437.89		
Vendor: 1577 31779	Total Eclipse Inc. CAR 2 DECALS DUE TO ACCIDENT	60.00	08/18/2020	Check Sequence: 115 001-012-5-390-00
	Check Total:	60.00		
Vendor: 2317 175025-202007-1	TRANSUNION RISK AND ALTERNATIVE TLO BACKGROUND CHECKS FOR INV.	50.00	08/18/2020	Check Sequence: 116 001-012-5-390-00
	Check Total:	50.00		
Vendor: 315 045-309753 045-311058	TYLER TECHNOLOGIES INC A. Gavitt Implementation Original Contract 6/1 & 6/8 K. Kuyu Implementation Original Contract	1,280.00 1,280.00	08/18/2020 08/18/2020	Check Sequence: 117 001-012-5-390-50 001-012-5-390-50

JULY	JULY FIRE STATION MOWING	130.00	08/18/2020	001-014-5-390-00
	Check Total:	130.00		
Vendor: 504 4056	Woodcrest Small Engine LABOR, TUNE-UP KIT, THROTTLE	86.74	08/18/2020	Check Sequence: 129 101-102-5-360-00
	Check Total:	86.74		
Vendor: 5762 INV08132020	DARLENE WYNNE CLAIM SETTLEMENT	667.79	08/18/2020	Check Sequence: 130 009-016-5-390-00
	Check Total:	667.79		
Vendor: 4499 20065	Zobrist Electric Inc MATERIAL & LABOR TO INSTALL 4 RECEPTACLES & A NEW CIRCUIT AT C.H	525.00	08/18/2020	Check Sequence: 131 001-011-5-380-00
	Check Total:	525.00		
	Total for Check Run:	1,068,416.98		