

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
CITY HALL, 1115 BROADWAY  
MONDAY, SEPTEMBER 21, 2020  
7:00 PM**

**NOTE: This meeting will be conducted via phone conference as part of COVID-19 response. Please see page 3 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 September 8, 2020 Regular Session (attached)

**PUBLIC FORUM:**

A. Citizens' Requests and Comments:

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

B. Requests of Council:

C. Staff Reports:

1. Trick-or-Treating 2020 – Chris Conrad, Chief of Police (attached)

**NEW BUSINESS:**

A. **MOTION** – Bill #20-122/ORDINANCE Authorizing City to Participate in the Local Cure Program for COVID-19 Response Expenses (attached)

B. **MOTION** – Bill #20-123/ORDINANCE Declaring One Street Department Truck, Spreader, and Plow to be Surplus and Authorizing Their Sale (attached)

C. **MOTION** – Bill #20-124/RESOLUTION Authorizing the Sale of City-Owned Surplus Real Estate, Specifically, 1311 Oak Street, to Feldmann Homes, Inc., Pursuant to Contract (attached)

D. **MOTION** – Bill #20-125/RESOLUTION Approving Motor Vehicle Lease Agreement Between City and Madison County Mass Transit District (attached)

E. **MOTION** – Bill #20-126/RESOLUTION Approving and Authorizing the Execution of a Proposal for Architectural Engineering Services with Arcturis for a Proposed Public Park and Entertainment Venue (attached)

F. **MOTION** – Bill #20-127/ORDINANCE Approving Lease of Land Between City and Poplar Prospects, LLC (attached)

**Continued**

- G. **MOTION** – Approve a Notice of Municipal Letting, Bid #BZ-11-20 for the Demolition of Structures at 1201 Broadway (attached)
- H. **MOTION** – Award Bid #PD-05-20 for General Construction of Combined Public Safety Facility (attached)
- I. **MOTION** – Award Bid #PD-06-20 for Mechanical Elements of Combined Public Safety Facility (attached)
- J. **MOTION** – Award Bid #PD-07-20 for Plumbing Elements of Combined Public Safety Facility (attached)
- K. **MOTION** – Award Bid #PD-08-20 for Electrical Elements of Combined Public Safety Facility (attached)
- L. **MOTION** – Award Bid #PD-09-20 for Sprinkler/Fire Suppression System Elements of Combined Public Safety Facility (attached)


**REPORTS:**


- A. **MOTION** – Approve Warrant #1178 (attached)

**EXECUTIVE SESSION:**

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following OMA exemption allowing the meeting: **5 ILCS 120/2(c)(21) to discuss the approval of executive session minutes.**

**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, September 21, 2020, by calling 618-654-7115.
-------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	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, September 21 2020, by calling 618-654-7115.
-----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**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 #: 808956**

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

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

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



City of Highland  
**Public Safety Department**

Christopher J. Conrad, Public Safety Director

**To:** Honorable Mayor Michaelis, City Council and City Manager Latham  
**From:** Chief Conrad- Public Safety Director  
**Date:** September 17, 2020  
**Re:** Halloween Activities and Trick or Treating

---

As promised at the last council meeting, staff came up with activities and recommendations to make Halloween 2020 both a memorable and safe holiday. With Halloween falling on a Saturday, we have planned a full day of activities.

Parks and Rec will be hosting a Halloween Hustle Fun Run starting at 7:30am.

[https://www.highlandil.gov/departments/parks\\_and\\_recreation/programs\\_for\\_all\\_ages/all\\_ages/halloween\\_hustle.php](https://www.highlandil.gov/departments/parks_and_recreation/programs_for_all_ages/all_ages/halloween_hustle.php)

From 12-5pm, there will be a candy trail and pumpkin carving contest at Glik Park.

[https://www.highlandil.gov/departments/parks\\_and\\_recreation/programs\\_for\\_all\\_ages/all\\_ages/halloween\\_candy\\_trail.php](https://www.highlandil.gov/departments/parks_and_recreation/programs_for_all_ages/all_ages/halloween_candy_trail.php)

Trick or Treating will be from 5pm-9pm with the following recommendations:

- Practice social distancing: trick or treat only with family or household members, maintain 6 feet between groups when approaching a house.
- If you are symptomatic, do not participate in either trick or treating or passing out candy.
- If you are high risk, either do not participate this year, or take extra precautions like gloves, extra distancing or higher level masks.
- Wear a mask while walking about to prevent inadvertent exposures.
- Do not share costume masks or props with others.
- Use hand sanitizer often and/or wash hands before and after trick or treating.
- Hand candy out in individual grab bags, dixie cups or pieces and avoid using a candy bowl.
- Avoid homemade treats this year, use only pre-packaged sealed candy.
- Highly recommend curbside trick or treating. This involves setting up a table or stand outside where trick or treaters can be greeted and maintains distance between the trick or treaters and the homeowners and candy can be placed on the table or stand preventing direct contact. This also prevents crowds from gathering at doorways.

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

**AN ORDINANCE AUTHORIZING CITY OF HIGHLAND TO PARTICIPATE  
IN THE LOCAL CURE PROGRAM FOR COVID-19 RESPONSE EXPENSES**

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 is eligible for reimbursement of funds through the Local Coronavirus Urgent Remediation Emergency Support Program (“Local CURE Program”), 20 ILCS 605/605-1045; and

WHEREAS, the Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury’s Coronavirus Relief Fund (“CFDA No. 21.019”) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 (“CARES Act”); and

WHEREAS, as a Local Government recipient of financial support through the Local CURE Program, City is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (“Department”) for the specific purposes and in compliance with the terms and certifications of the Local CURE Program; and

WHEREAS, City has determined it is advisable, necessary and in the best interest of the City to enter into the attached Local CURE Program Financial Support Conditions and Certification in order to participate in and receive the funding pursuant to the Local CURE Program (*See Exhibit A*); and

WHEREAS, City has determined it will benefit the health, safety, general welfare, and economic welfare of City to enter into the Local Cure Program Financial Conditions and Certification for purposes of participating in the Local CURE Program (*See Exhibit A*); and

WHEREAS, City has determined the City Manager and/or Mayor, or City Manager’s Designee, shall be authorized and directed to execute any documents necessary for City’s participation in the Local CURE Program (*See Exhibit A*).

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

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

*Section 2.* The Financial Support Conditions and Certification, in substantially the form of the exhibit attached hereto at **Exhibit A**, is incorporated herein by reference, authorized, and approved.

*Section 3.* The City Manager and/or Mayor, or the City Manager's Designee, is hereby authorized and directed to execute any documents necessary for City's participation in the Local CURE program, including but not limited to **Exhibit A**.

*Section 4.* The City Clerk is hereby authorized to attest to said execution of said certification in substantially the form of the exhibit attached hereto as **Exhibit A** and approved for and on behalf of City.

*Section 5.* If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

*Section 6.* All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

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

LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY SUPPORT PROGRAM  
("Local CURE Program")

FINANCIAL SUPPORT CONDITIONS AND CERTIFICATION

**City of Highland** ("Local Government"), with its principal office at **1115 Broadway, PO Box 218, Highland, IL 62249**, is eligible to receive an amount not to exceed **\$409,189** ("allotment") as financial support pursuant to the Local CURE Program.

The Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act").

As a Local Government recipient of financial support through the Local CURE program, the Local Government is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the "Department") for the specific purposes as set forth below. To participate in the Local CURE Program, the Local Government must remain in compliance with the terms and certifications stated herein. Please review the items below carefully, as the Local Government and its representative shall warrant that all material facts presented are accurate. If the Local Government is unable to provide this assurance, it is ineligible to receive financial support under the Local CURE Program.

The Department may enter into an agreement with one or more third parties to assist in the administration of the Local CURE Program. The Local Government shall adhere to all instructions or guidance issued by the Department's third party vendors in addition to those of the Department.

The allowable uses of program funds and eligible expenditures set forth in this certification will be modified by the Department, in accordance with the Illinois Administrative Procedure Act, if the CARES Act or the U.S. Department of the Treasury guidance is amended to authorize different categories of eligible uses or eligible expenses.

The Local Government should return this signed Financial Support Conditions and Certification by **October 1, 2020**.

FINANCIAL SUPPORT CONDITIONS

As the authorized representative of the Local Government, I agree and certify that the Local Government:

### General Information

1. Provided true and accurate information on the following documents, as applicable: the application and the IRS Form W-9.
2. Will have, by the time Local Government submits its first request for reimbursement, an active registration on the federal System for Award Management (“SAM”) and will maintain an active SAM registration throughout the duration of the Local Government’s participation in the Local CURE Program.
3. Is a “unit of local government” as defined by the Illinois Constitution, Article VII, Section 1 and has the legal authority to apply for and receive financial support under the Local CURE Program.
4. Is not located completely within one or more of the five Illinois counties that received direct allotments from the CARES Act fund (Cook, DuPage, Kane, Lake, or Will).

### Local CURE Program Requirements

5. Has incurred or will incur eligible costs, as defined by 14 Ill. Admin. Code Part 700, for which it will seek reimbursement from the Department under the Local CURE Program. Specifically, the costs incurred by the Local Government:
  - a. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
  - b. are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the unit of local government; and
  - c. were or will be incurred during the period that begins on March 1, 2020 and ends December 30, 2020.
6. Understands that pursuant to the Local CURE Program, the Local Government will only be permitted to seek reimbursement from the Department for costs that have already been expended for services performed or goods received. No advance payments will be permitted.
7. Shall seek reimbursement from one or more of the following five categories of eligible incurred expenses:
  - a. Medical expenses, including but not limited to: expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, costs of providing COVID-19 testing, and emergency medical response expenses;
  - b. Public health expenses, including but not limited to: expenses for communication and enforcement by local governments of public health orders related to COVID-19;
  - c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services were substantially dedicated to mitigating or responding to COVID-19;
  - d. Expenses for actions taken to facilitate compliance with COVID-19 related public health measures; and
  - e. Any other COVID-19 related expenses reasonably necessary to the function of government, or for other uses approved by the Department, that satisfy the Local CURE Program eligibility criteria. The Local Government must document how expenses are related to COVID-19.



8. Understands that to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
9. Understands that it is Local Government's responsibility to communicate with and report to the Department Local Government's needs regarding the allotment on a regular basis, as directed by the Department. This includes the requirement that Local Government report as soon as practicable if it believes that a portion of the allotment will not be utilized by the Local Government, OR if Local Government is in need of additional funds in excess of the allotment, for costs which will be incurred by December 30, 2020 and which will comply with all the Local CURE Program requirements.
10. Understands that on or around **November 1, 2020**, the Department will send a notice to Local Government indicating that it must report in detail: (a) how Local Government intends to spend the remainder of the initial allotment, and (b) any anticipated eligible expenses through December 30, 2020 in excess of the local government's initial allotment. If, by **December 1, 2020**, Local Government does not submit a report to the Department, or the detailed report submitted by Local Government reveals that some or all of the allotment will not be utilized by the Local Government, the Department will redirect, in accordance with 14 Ill. Admin. Code Part 700, the projected unspent balance to other local governments eligible for the Local CURE Program, which have reported a need for funds.
11. Understands that all requests for reimbursement for any Local CURE Program allotment received by Local Government before February 1, 2021 must be received by the Department or its third party administrator by **January 31, 2021**.
12. Understands that if Local Government's allotment has a remaining balance of funds for which Local Government has not sought reimbursement by January 31, 2021, on **February 1, 2021**, the remaining balance will be redirected to one or more local governments eligible for the Local CURE Program, which have a need for funds.
13. Understands that if the Local Government receives an allotment on or after **February 1, 2021**, the Local Government must submit all requests for reimbursement for this allotment to the Department or its third party administrator by **February 28, 2021**.
14. Understands that for any allotment received by Local Government on or after December 1, 2020, to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
15. Understands that the Local Government will submit to the Department or its third party administrator requests for reimbursement on forms provided by the Department or its third party administrator, including all required supporting documentation and in the manner requested by the Department or third party administrator, that the third party administrator will review the information received for eligibility, and if approved, the payment(s) will be released by the Department to the Local Government.
16. Understands that funds received through the Local CURE Program may not be used to fill shortfalls in the Local Government's revenue to cover expenditures that would not otherwise qualify under the program unless the Department authorizes such expenditures, in accordance with the Illinois Administrative Procedure Act, after a modification to the CARES Act or subsequent guidance issued by the U.S. Department of the Treasury.

17. Shall not seek reimbursement for incurred expenses under the Local CURE Program for which the Local Government has received or will receive a duplicate benefit through another State or federal funding opportunity.
18. Understands that any funding provided through the Local CURE Program is authorized under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The Local Government shall follow all requirements of the CARES Act, including, but not limited to, all related guidance, including subsequent guidance, issued by the U.S. Department of the Treasury.
19. Shall use the funds received from the Department in accordance with the requirements of the Local CURE Program, including the statute (20 ILCS 605/605-1045), rules (14 Ill. Admin. Code Part 700), including any amendments thereto, and all written guidance and manuals issued by the Department and/or its third party administrator. The Department, as the administrator of the Local CURE Program, has the authority to take any action necessary to bring Local Government into compliance with the program requirements.
20. Understands that the Department reserves the right to seek a refund from the Local Government if the Department, another State agency or the federal government finds that the Local Government: (a) made a false or fraudulent statement to the Department or its third party administrator; (b) made a false or fraudulent claim for funds; or (c) spent the Local CURE Program funds on ineligible expenses or for duplicate costs that were reimbursed through another federal or State program.

#### Local CURE Program Administrative Requirements

21. Shall provide all necessary forms, documentation and information as required or requested by the Department or its third party administrator(s) to operate the Local CURE Program.
22. Shall submit all required reports and information requested by the Department or the third party administrator including, but not limited to, information demonstrating funds received under the Local CURE Program were deposited in an account held by the Local Government.
23. When requesting a reimbursement, shall submit a report certifying the costs, as required by 2 CFR 200.415, and provide all documentation and information required by 14 Ill. Admin. Code Part 700, and any other information requested by the Department or its third party administrator.
24. Shall include Local CURE funding in the applicable financial statement and/or audit of the Local Government, including a Single Audit pursuant to the Single Audit Act (31 U.S.C. §§7501-7507).
25. Shall not seek reimbursement for costs paid to an entity on the federal or State debarred and suspended list.
26. Shall comply with the following provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200): 2 CFR 200.303 regarding internal controls; 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management; subpart E regarding cost eligibility requirements; and subpart F regarding audit requirements.

## General Administrative Requirements

27. Is complying with all relevant State and federal laws and regulations.
28. And its affiliate(s), is/are not barred from receiving the Local CURE Program funds because the Local Government, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Local Government, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Local Government acknowledges the Department may terminate and/or seek a refund of the Local Government's Local CURE Program allotment if this certification is false (30 ILCS 500/50-11).
29. Shall continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).
30. Shall comply with all relevant laws and regulations concerning non-discrimination.
31. Shall pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.
32. Shall prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.
33. Has no action, lawsuit or proceeding pending or, to the knowledge of the Local Government, threatened which questions the legality or propriety of the transactions contemplated by the receipt of funds through the Local CURE Program or which will have a material adverse effect on the performance required by the Local Government.
34. Has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Local Government or its principals and key personnel that will be involved in the use of the Local CURE Program funds received.
35. Has not received any notice that any of its principals or key personnel that will be involved in the use of the Local CURE Program funds are the subject of any criminal investigations or charges.
36. Understands that neither the Department nor the Local Government shall be liable for actions chargeable to the other party related to the Department's provision of funds to the Local Government including, but not limited to, the negligent acts and omissions of a party's agents, employees or subcontractors in the performance of their duties, unless such liability is imposed by law.
37. Understands that receiving funds pursuant to the Local CURE Program is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend the Local Government's allotment, in whole or in part, without penalty or further payment being required, if (i) sufficient funds have not been appropriated or otherwise made available to the Department by the State or the federal funding source, (ii) the Governor or the Department

reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to the Local Government of any such funding failure and its election to terminate or suspend Local Government's allotment as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

#### Accessibility of Records and Retention

38. Shall make books, records, related papers, supporting documentation, financial records and personnel relevant to the Local CURE Program available to authorized Department representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, federal authorities, and any other person as may be authorized by the Department (including auditors), by the State of Illinois or by federal statute. Local Government shall cooperate fully in any such audit or inquiry. Failure by the Local Government to maintain books, records, financial records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Local CURE Program for which adequate books, records, financial records and supporting documentation are not available to support disbursement.
39. Understands that the Department or its third party administrator will conduct monitoring of the Local CURE Program to ensure funds were spent in accordance with the Local CURE Program statute and the administrative rules.
40. Shall provide to any agent authorized by the Department, upon presentation of credentials, full access to, and the right to examine, any document, papers and records either in hard copy or electronic format, of the Local Government involving transactions related to the Local CURE Program.
41. Shall maintain for five (5) years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records and all other records pertinent to the Local CURE Program. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

#### Other Expenditures Prohibited by the CARES Act

42. Shall not seek reimbursement under the Local CURE Program for expenditures prohibited by section 5001(b) of the CARES Act, including, but not limited to:
  - a. advocacy for the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act;
  - b. dissemination of deliberately false or misleading scientific information;
  - c. lobbying; or
  - d. expenses for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition

caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

**Please Answer the Following Questions:**

1. Does the Local Government intend to use the full allotment of funds set forth in the first paragraph, above?  Yes  No
  - a. If yes, the Local Government agrees that it shall notify the Department as soon as practicable if the Local Government determines that it will not use its full allotment.
  - b. If no, approximately, how much of the allotment does the Local Government plan to use? \$ \_\_\_\_\_
  
2. Does the Local Government have or estimate it will have additional Local CURE Program eligible expenses greater than the allotment set forth in the first paragraph, above?  
 Yes  No
  - a. If yes, please provide an estimate of the additional funds needed and the types of expenses generally. \_\_\_\_\_  
\_\_\_\_\_
  
3. Does the Local Government plan to use any of the funds received through the Local CURE program from the Department as a required match component for another State or federal program?  Yes  No
  - a. If yes, please describe the program(s). \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

The individual below, acting in the capacity to represent the Local Government in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief.

I declare under penalty of perjury that the above statements are true and correct.

**Authorized Representative**

\_\_\_\_\_  
Signature

Joseph R. Michaelis, Mayor  
Name & Title

\_\_\_\_\_  
Date

jmichaelis@highlandil.gov  
E-mail

37-6001429  
Local Government FEIN

071998876  
Local Government DUNS Number

**Primary Local Government Contact for Local CURE Program**

Name: Kelly Korte

Title: Director of Finance

Address: Po Box 218 Highland, IL

Phone: 618-654-9091

E-mail: KKorte@highland.il.gov



# City of Highland

## Finance Department

MEMO TO: Mark Latham, City Manager  
FROM: Kelly Korte, Director of Finance  
SUBJECT: CURES Local Funding  
DATE: September 8, 2020

Funding has been made available to the City of Highland in the amount of \$409,189 under the Local CURE program related to the CARES Act. This application form was completed following discussion and research, both internally among City staff and externally with other local municipal leaders, into options available to obtain this funding in the form of reimbursements.

Upon approval this form will be submitted and reimbursement requests will begin to be submitted for eligible expenses related to the COVID pandemic.

If you should have further questions, please let me know.

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

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE  
CITY OF HIGHLAND TO BE SURPLUS AND AUTHORIZING ITS SALE  
(STREET DEPARTMENT TRUCK, SPREADER, AND PLOW)**

---

**WHEREAS**, the applicable statutes of the State of Illinois provide that whenever a City owns any personal property which in the opinion of a simple majority of the corporate authorities then holding office is no longer necessary or useful to, or in the best interests of the City to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale of same; and

**WHEREAS**, the said City of Highland presently owns the following items, which, in the opinion of this City Council, are no longer necessary or useful to or in the best interests of the City to retain:

- 2006 Ford F-550 with VIN 1FDAF56P27EA96050, having Odometer reading 94,236 miles; and
- One Henderson spreader, Model FCP-11637; and
- One 9' Western plow.

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

1. That it is hereby determined and found by this City Council that this City's equipment, listed below, is no longer necessary or useful to this City and the best interests of this City would be served by the sale of the same:
  - 2006 Ford F-550 with VIN 1FDAF56P27EA96050, having Odometer reading 94,236 miles; and
  - One Henderson spreader, Model FCP-11637; and
  - One 9' Western plow.
2. That the aforementioned 2006 Ford F-550, Henderson Spreader, and Western Plow, are hereby declared to be surplus property.



3. That this City shall and is hereby authorized to sell the aforementioned personal property in whatever manner they designate with or without advertising the sale of same; and
4. That the City Manager and/or his designee is hereby authorized to execute any documents necessary to complete the sale and deposit the proceeds of same into the city treasury.
5. This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be effective upon adoption hereof.

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 on the legislative record as follows:

AYES:

NOES:

APPROVED:

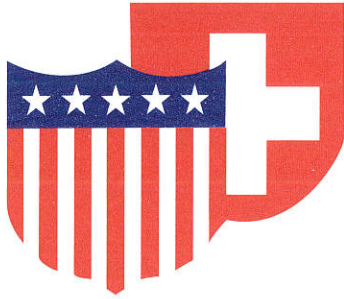
---

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

ATTEST:

---

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



# City of Highland

**MEMO TO:** Mark Latham, City Manager

**FROM:** Joe Gillespie, Director of Public Works

**DATE:** September 15, 2020

**SUBJECT:** Street and Alley Division  
Recommendation for Declaring Surplus Property: 2006 Ford F-550 with  
Plow and Spreader

## RECOMMENDATION

I recommend that you request council approval to declare a 2006 Ford F-550 One Ton Dump Truck, spreader, and plow in the Street and Alley division as surplus property.

## DISCUSSION

The vehicle is being replaced by a new 1-ton truck. The truck has numerous mechanical issues, needs new brakes, turbo, and the bed hydraulic system leaks. No other city department has expressed an interest.

## FISCAL IMPACT

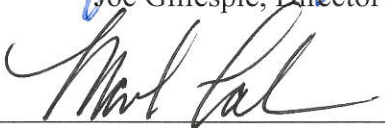
Funds from the sale will go in to the division account.

## CONCURRENCE

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

  
Joe Gillespie, Director of Public Works

Approved by: \_\_\_\_\_

  
Mark Latham, City Manager

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

**A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED SURPLUS REAL ESTATE, SPECIFICALLY, 1311 OAK STREET, HIGHLAND, ILLINOIS, TO FELDMANN HOMES, INC., PURSUANT TO CONTRACT AS ATTACHED**

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

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to contract and be contracted with; and

WHEREAS, City has the authority to sell surplus real estate pursuant to 65 ILCS 5/11-76-4.1:

(65 ILCS 5/11-76-4.1) Sale of surplus real estate. The corporate authorities of a municipality by resolution may authorize the sale or public auction of surplus public real estate. The value of the real estate shall be determined by a written MAI certified appraisal or by a written certified appraisal of a State certified or licensed real estate appraiser. The appraisal shall be available for public inspection. The resolution may direct the sale to be conducted by the staff of the municipality; by listing with local licensed real estate agencies, in which case the terms of the agent's compensation shall be included in the resolution; or by public auction. The resolution shall be published at the first opportunity following its passage in a newspaper published in the municipality or, if none, then in a newspaper published in the county where the municipality is located. The resolution shall also contain pertinent information concerning the size, use, and zoning of the real estate and the terms of sale. The corporate authorities may accept any contract proposal determined by them to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office, but in no event at a price less than 80% of the appraised value.

and;

WHEREAS, by Ordinance No. 2880, passed October 1, 2018, and according to 65 ILCS 5/11-76-4.1, City declared City owned property surplus, more particularly described as:

- a. Address: 1311 Oak Street Highland, Illinois 62249**
- b. Parcel Number: 01-2-24-04-09-104-002**

**c. Legal Description:**

**Lot 3, and the North 15 feet of Lot 4 in Block 1 in St. Joseph, a suburb of Highland, Illinois, being a subdivision of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 3 North, Range 5 West of the Third Principal Meridian, as the same appears from the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 10, Page 54.**

(the "Property"); and

WHEREAS, according to 65 ILCS 5/11-76-4.1, City recently obtained a written MAI appraisal of the Property, the Property was appraised at \$16,000.00, and City has determined 80% of the appraised value is \$12,800.00 (*See* appraisal attached hereto as **Exhibit A**); and

WHEREAS, according to 65 ILCS 5/11-76-4.1, City accepted a bid from Feldmann Homes, Inc. in the amount of \$12,800.00 for purposes of selling the surplus Property; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$12,800.00 to Feldmann Homes, Inc. pursuant to the terms of the signed contract attached hereto as **Exhibit B**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to complete the sale of the Property for \$12,800.00 to Feldmann Homes, Inc.

**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 has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$12,800.00 to Feldmann Homes, Inc. pursuant to the terms of the signed contract attached hereto as **Exhibit B**.
- Section 3.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to sell the Property for \$12,800.00 to Feldmann Homes, Inc. pursuant to the terms of the signed contract attached hereto as **Exhibit B**.

*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:

APPROVED:

---

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

ATTEST:

---

Barbara Bellm City Clerk  
City of Highland  
Madison County, Illinois

**APPRAISAL REPORT  
OF**



1311 Oak Street  
Highland, IL 62249-2229

**PREPARED FOR**

Ms. Breann Speraneo  
City of Highland  
1115 Broadway  
Highland, Illinois 62249

**AS OF**

July 16, 2020

**PREPARED BY**

DJ Howard & Associates Inc.  
820 Broadway  
Highland, IL 62249

**LAND APPRAISAL REPORT**

Case No.

The purpose of this appraisal report is to provide the lender/client with an accurate supported opinion of the market value of the subject property.

**CLIENT AND PROPERTY IDENTIFICATION**

Property Address 1311 Oak Street City Highland State IL Zip Code 62249-2229  
 Borrower N/A Owner of Public Record Carol A. Frey County Madison  
 Legal Description St. Joseph Subd Lot 3- PT 4 60X130, Helvetia Township, Madison County, Illinois  
 Assessor's Parcel Number 01-2-24-04-09-104-002 Tax Year 2019 R.E. Taxes 539.60  
 Neighborhood Name N/A Map Reference N/A Census Tract 4036.04  
 Special Assessments N/A PUD  Yes  No HOA \$ N/A  Per Year  Per Month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (Describe) \_\_\_\_\_  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) \_\_\_\_\_  
 Lender/Client City of Highland Address 1115 Broadway, Highland, Illinois 62249

**CONTRACT ANALYSIS**

I  did  did not analyze the contract sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.  
N/A  
 Contract Price: \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_ Is the property seller the owner of public record?  Yes  No Data Source(s): \_\_\_\_\_  
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower?  
 Yes  No If Yes, report the total dollar amount and describe items paid. \$ N/A

**NEIGHBORHOOD DESCRIPTION**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Trends				One-Unit Housing		Present Land Use %		
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Price	Age	One Unit	55 %	
Built-Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	03 %	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	16	Low	4	Multi-family	02 %
Neighborhood Boundaries <u>For the purpose of this report, the subject's neighborhood is the five mile radius surrounding the subject.</u>								492	High	152	Commercial	15 %
								173	Pred.	49	Ag	25 %

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General appearance of properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall appeal to market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: See Comment Addenda

Market Conditions (including support for the above conclusions): See Comment Addenda

**SITE DESCRIPTION**

Dimensions: 60\*130 Area: 7,800  Acres  Sq. Ft. Shape Rectangular View Residential  
 Specific Zoning Classification "R-1-D" Zoning Description Single Family Residence 50 FT Lot Width  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (Describe) \_\_\_\_\_  
 Uses permitted under current zoning regulations Single Family Residences  
 Highest and Best Use: Residential Development  
 Describe any improvements None  
 Do present improvements conform to zoning?  Yes  No  No Improvements (If "No", Explain) \_\_\_\_\_  
 Present Use of Subject Site Vacant Land Current or Proposed Ground Rent  Yes  No If yes, \$ N/A  
 Topography: Level Size: 7,800 Shape Rectangular Drainage Adequate  
 Corner Lot  Yes  No Underground Utilities:  Yes  No Fenced?  Yes  No If yes, type \_\_\_\_\_  
 Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 1704450001B FEMA Map Date 11/05/1986

Utilities	Public	Other	Provider or description	Off-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Surface	<u>Asphalt</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Type/Influence	<u>Secondary Roadway</u>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter		<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalks		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		Street/Lights (Type)		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		Alley		<input type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market?  Yes  No If No, describe: \_\_\_\_\_  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe \_\_\_\_\_

Site Comments: The subject site is currently vacant and located on a residential street. The subject site has grass and trees and is relatively level. The site was previously improved with a single family residence that has since been razed.

**LAND APPRAISAL REPORT**

Case No.

There are 9 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 11,000 to \$ 29,500  
 There are 8 comparable sites sold in the past 12 months in the subject neighborhood ranging in price from \$ 12,500 to \$ 29,500

**COMPARABLE SALES**

FEATURE	SUBJECT	COMPARABLE #1	COMPARABLE #2	COMPARABLE #3
Address	1311 Oak Street	40 Jasons Pointe	27 Geneva	115 Tamarack Drive
City and Zip Code	Highland, IL 62249-2229	Highland, IL	Highland, IL	Highland, IL
Proximity to Subject		2.37 miles N	0.61 miles N	2.62 miles N
Data Sources		Maris	Maris	Maris
Verification Sources		Madison County	Madison County	Madison County
Sale Price	\$	\$ 1.06	\$ 2.08	\$ 2.91
Price/	\$ 0	\$ 16.500	\$ 12,500	\$ 29,000
Date of Sale (MO/DA/YR)		04/17/2019	03/29/2019	09/13/2018
Days on Market	N/A	N/A	N/A	N/A
Financing Type	N/A	Cash/Conv	Cash/Conv	Cash/Conv
Concessions	N/A	None	None	None
Location	Highland	Highland -0.11	Highland	Highland -0.29
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size	7,800	15,507 SF -0.05	6,011 SF	9,975 SF
View	Residential	Residential	Residential	Residential
Topography	Level	Level	Level	Level
Available Utilities	Electric/Water/Gas/Sewer	Similar	Similar	Similar
Street Frontage	Secondary	Subdivision -0.02	Secondary 0.00	Subdivision -0.06
Street Type	Asphalt	Asphalt	Asphalt	Asphalt
Water Influence	None	None	None	None
Fencing	None	None	None	None
Improvements	None	None	None	None
Zoning	Single Family Residential	SFR	SFR	SFR
Functional Utility	Average	Average	Average	Average
Net Adjustments (Total, in \$)		+ X - \$ 0	+ X - \$ 0	+ X - \$ 0
Adjusted sales price of the comparable sales (in \$)		Net=-17% \$ Gross=17% \$ 0.88	Net=0% \$ Gross=0% \$ 2.08	Net=-12% \$ Gross=12% \$ 2.56

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.  
 The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research  Did  Did Not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal  
 Data Sources: \_\_\_\_\_  
 The appraiser's research  Did  Did Not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.  
 Data Sources: \_\_\_\_\_  
 The appraiser's research  Did  Did Not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.  
 Data Sources: Maris

Listing/Transfer History (if more than two, use comments section or an addendum)	Transfer/Sale (ONLY) of Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months	Listing and Transfer history of Comp 2 in past 12 months	Listing and Transfer history of Comp 3 in past 12 months
	\$ 0	\$ N/A	\$ N/A	\$ N/A
\$	\$	\$	\$	

Subject Property is Currently Listed for Sale?  Yes  No Data Source: \_\_\_\_\_

Current Listing History	List Date	List Price	Days on Market	Data Source
N/A		\$ N/A	N/A	N/A

Subject Property has been listed within the last 12 Months?  Yes  No Data Source: \_\_\_\_\_

12 Month Listing History	List Date	List Price	Days on Market	Data Source
N/A		\$ N/A	N/A	N/A
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: The subject was previously transferred from Carol Frey to The City of Highland on March 20, 2020.

Summary of the Sales Comparison Approach: After the adjustments, the comparable sales ranged from \$0.88 per square foot to \$2.56 per square foot with an average of \$1.84 per square foot and a median of \$2.08 per square foot. We have placed more weight on Comparable Sale Two based on its similarity to the subject. Therefore, we have utilized a rounded unit value of \$2.00 per square foot. This unit value applied to the subject property is as follows:

\$2.00 x 7,800 square feet = \$15,600  
 Rounded to: \$16,000

Reconciliation Comments: It is our opinion that the subject property, as of July 16, 2020, has an estimated market value of \$16,000

This appraisal is made  "as-is"  Subject to the following conditions or inspections:  
 Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:  
**Opinion of Market Value: \$16,000** as of: July 16, 2020, which is the date of inspection and the effective date of this appraisal.



**LAND APPRAISAL REPORT**

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of Homeowner's Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder of the HOA and the subject property is an attached dwelling unit.

Legal name of project: \_\_\_\_\_

Total number of phases: \_\_\_\_\_ Total number of units: \_\_\_\_\_ Total number of units sold: \_\_\_\_\_

Total number of units rented: \_\_\_\_\_ Total number of units for sale: \_\_\_\_\_ Data source(s): \_\_\_\_\_

Was the project created by the conversion of an existing building(s) into a PUD?  Yes  No If yes, date of conversion: \_\_\_\_\_

Does the project contain any multi-dwelling units?  Yes  No Data Sources: \_\_\_\_\_

Are the units, common elements and recreation facilities complete?  Yes  No If no, describe the status of completion. \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

**CERTIFICATIONS AND LIMITING CONDITIONS**

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development. This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definitions of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organizations are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this report is the lender/client identified within the appraisal report.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from the seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. ( Source OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

\*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition of law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions do exist.

Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year to the date of the sales of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property and comparable sales.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

CERTIFICATION AND LIMITING CONDITIONS (CONTINUED)

- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable source that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with the respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective interest or bias with respect to the participants in the transaction.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application.)
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower, another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media.)
22. I am aware that any disclosure of distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniforms Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrowers, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is accepted to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards or Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

Signature [Handwritten Signature]
Name Donna J Howard
Company Name DJ Howard & Associates Inc.
Company Address 820 Broadway, Highland, IL 62249
Telephone Number 618-654-7790
Email Address jhoward@djhowardrea.com
Date of Signature and Report 07/17/2020
Effective Date of Appraisal July 16, 2020
State Certification # 553.001267
or State License #
or Other (describe) State #
State IL
Expiration Date of Certification or License 09/30/2021

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

ADDRESS OF PROPERTY APPRAISED
1311 Oak Street
Highland, IL 62249-2229

APPRAISED VALUE OF SUBJECT PROPERTY \$ 16,000

LENDER/CLIENT
Name Ms. Breann Speraneo
Company Name City of Highland
Company Address 1115 Broadway, Highland, Illinois 62249
Email Address

SUBJECT PROPERTY

- Did not inspect subject property
Did inspect exterior of subject property from street
Date of Inspection
Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
Did inspect exterior of comparable sales from street
Date of Inspection

DJ Howard & Associates Inc.  
**COMMENT ADDENDUM**

File No. C20-208  
Case No.

Borrower	N/A						
Property Address	1311 Oak Street						
City	Highland	County	Madison	State	IL	Zip Code	62249-2229
Lender/Client	City of Highland		Address 1115 Broadway, Highland, Illinois 62249				

**ANALYSIS OF SALES**

Each of the sales were arms' length transfers of the fee simple interest in the property and therefore, no adjustments were considered necessary for interest appraised or conditions of sale. Each of the sales were sold for cash or cash equivalency and therefore, no adjustment was made for financing. The sales occurred between September 2018 to May 2019 and no adjustments for time were warranted. The adjustments for physical differences between the subject and the comparables are discussed in the following paragraphs:

Location: The subject and all of the comparable sales are located within Highland, Illinois. However, Comparable Sales One and Three are located in new, developing subdivisions and are considered superior to the subject. Therefore, downward adjustments were applied to these sales. Comparable Sale Two has a similar location to the subject and no adjustment was required.

Size: The subject property includes a total land area of 7,800 square feet. Comparable Sales Two and Three are considered similar to the subject and no adjustments were applied. Comparable Sale One is larger than the subject and is considered superior. Therefore, a downward adjustment was required.

Access/Visibility: The subject is located on a secondary roadway for the subject neighborhood. Comparable Sales One and Three are located on subdivision streets and are considered superior to the subject. Downward adjustments were considered necessary for these sales. The remaining comparable sale has similar access/visibility to the subject and no further adjustments were warranted.

After the adjustments, the comparable sales ranged from \$0.88 per square foot to \$2.56 per square foot with an average of \$1.84 per square foot and a median of \$2.08 per square foot. We have placed more weight on Comparable Sale Two based on its similarity to the subject. Therefore, we have utilized a rounded unit value of \$2.00 per square foot. This unit value applied to the subject property is as follows:

\$2.00	x	7,800 square feet	=	\$15,600
Rounded to:				\$16,000

Borrower N/A  
Property Address 1311 Oak Street  
City Highland County Madison State IL Zip Code 62249-2229  
Lender/Client City of Highland Address 1115 Broadway, Highland, Illinois 62249



Borrower N/A  
 Property Address 1311 Oak Street  
 City Highland County Madison State IL Zip Code 62249-2229  
 Lender/Client City of Highland Address 1115 Broadway, Highland, Illinois 62249



**Flood Map Legends**

- Flood Zones**
- Areas inundated by 500-year flooding
  - Areas outside of the 100 and 500 year flood plains
  - Areas inundated by 100-year flooding
  - Areas inundated by 100-year flooding with velocity hazard
  - Floodway areas
  - Floodway areas with velocity hazard
  - Areas of undetermined but possible flood hazard
  - Areas not mapped on any published FIRM

**Flood Zone Determination**

SFHA (Flood Zone): Out  
 Within 250 ft. of multiple flood zones? No  
 Community: 170445  
 Community Name: HIGHLAND, CITY OF  
 Zone: X Panel: 170445 0001B Panel Date: 11/05/1986  
 FIPS Code: 17119 Census Tract: 4036.04

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY, OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

Borrower	N/A						
Property Address	1311 Oak Street						
City	Highland	County	Madison	State	IL	Zip Code	62249-2229
Lender/Client	City of Highland		Address 1115 Broadway, Highland, Illinois 62249				

## **SUBJECT NEIGHBORHOOD DESCRIPTION**

### **The City of Highland**

The City of Highland is located in eastern Madison County, Illinois. Highland is surrounded by Pierron to the east, St. Jacob to the west, Trenton, Clinton County, to the south and Grantfork to the north. As of December of 2014, Highland was chosen as one of the top 24 cities to live, in Illinois. This information is according to Area Vibes.com, which ranks cities based on livability that includes factors such as crime rates, cost of living, high school graduation rates, employment and housing.

### **Demographic Profile**

#### **Population**

The population of the City of Highland has increased during the past two decades which is consistent with smaller communities of Madison County. According to the U.S. Census, the estimated 2014 population was 9,894 residents, which represented an approximate -0.2 percent decrease from the 2010 level of 9,913 persons. The median age is 36.8 years, which is older than the median age for all residents of Illinois (36.6 years) and younger than the median age for the United States (37.2 years). Approximately 18.1 percent of the population is aged 65 or older compared with 12.1 percent of the United States as a whole.

More recent demographics are available from Site To Do Business Online ([www.stdb.com](http://www.stdb.com)). This data source utilizes ring studies for its data rather than municipal boundaries. The subject neighborhood is roughly defined as a five mile radius from the subject property. The subject market area has a current (2019) population of 16,827 which is an increase over the 2010 population estimate of 16,209 persons. This represents an average annual rate of change of approximately 0.41 percent. The 2024 projections for the five mile radius of the subject is for a population of 16,889 persons, or an average annual increase of 0.07 percent. The population within a one mile radius of the subject increased from 2010 to 2019 and is projected to decrease at a rate of 0.02 percent per year for the five years from 2019 to 2024.

#### **Number of Households**

There are a total of 9,919 households located within the Highland area as of the 2010 Census. Approximately 65.6 percent are family households, while 34.4 percent are non-family households. Approximately 13.8 percent of these households have a 65 year old householder living alone. Overall, 26.8 percent of the households have a member 65 years or older.

DJ Howard & Associates Inc.  
**COMMENT ADDENDUM**

File No. C20-208  
Case No.

Borrower	N/A						
Property Address	1311 Oak Street						
City	Highland	County	Madison	State	IL	Zip Code	62249-2229
Lender/Client	City of Highland		Address 1115 Broadway, Highland, Illinois 62249				

There are currently 6,537 households within a five mile radius of the subject property. The average annual rate of increase in the number of households within five miles of the subject from 2010 to 2019 was 0.48 percent per year. This is projected to slow slightly for the 2019 to 2024 period which projects the number of households within five miles of the subject to increase on average by 0.13 percent per year. The number of households within a mile of the subject property increased by 0.24 percent per year from 2010 to 2019 and is projected to increase by 0.03 percent per year from the 2019 to 2024 period.

### Housing Stock

There are a total of 4,283 housing units located in Highland, Illinois which are occupied by 4,013 households, indicating an overall occupancy rate of 93.7 percent. The homeowner vacancy rate is estimated to be 2.2 percent, while the renter vacancy rate is 7.0 percent. According to the most recent Census Data, 68.2 percent of the occupied housing units are owner-occupied and 31.8 percent are renter-occupied.

Of the total housing units, the vast majority (69.5 percent) are single family detached structures. Another 12.6 percent live in two- to four- family units and another 12.3 percent live in multi-family dwellings with greater than four units. Approximately 0.3 percent of the housing units are mobile homes as of the 2010 Census.

The median home value within a five mile radius of the subject property is \$195,771 compared to a median home value of \$234,154 for the U. S. In five years, median home value is projected to change by 2.16 percent annually to \$217,895.

### Employment Data

Of the total population age 16 and over (14,768 persons) or 63.9 percent were in the labor force as of 2010. The average commute time to work for Highland residents is 30.6 minutes. The current unemployment rate as estimated by the Illinois Department of Employment Security for Madison County as of July 2019 was 4.1 percent, which is up from 4.9 percent for July 2018. The corresponding unemployment rates for the State of Illinois and the United States as of July 2019 were 4.2 percent and 4.0 percent respectively.

### Household Income Distribution

The median household income for the five miles surrounding the subject property as of 2019 was \$68,681 in the market area as compared to \$60,548 for all U. S. households. The median household income is projected to be \$76,694 by 2024. The median household income for a one-mile radius of the subject property is currently \$54,514 per year, which is approximately 20.6 percent lower than the median household income for the five-mile radius of the subject property.

Borrower	N/A						
Property Address	1311 Oak Street						
City	Highland	County	Madison	State	IL	Zip Code	62249-2229
Lender/Client	City of Highland		Address 1115 Broadway, Highland, Illinois 62249				

**Existing Infrastructure/Services**

**Transportation/Access**

Residents and tenants of the Highland area have fair access to Interstate 70 via Route 143 and 55 via U.S. Highway 40, which runs east and west. In addition, Illinois Route 160 runs north and south through the area.

**Municipal Services**

The City of Highland has its own Police Department with 19 full time employees. The Fire Department is staffed by 32 volunteers. In addition, the city offers the typical municipal services of an emergency 911 system and rescue squad services. Zoning is controlled by the City of Highland.

**Schools**

Highland provides its own school services for the city of Highland and the surrounding communities of Alhambra, Grantfork, Pierron, and New Douglas. In the City of Highland there are four public schools which include Highland Primary, Highland Upper Elementary, Highland Middle School, and Highland High School. Students from Alhambra, Grantfork, and New Douglas attend the "center" schools which include Alhambra Elementary for Kindergarten thru second grade, New Douglas Elementary for third and fourth grade, and Grantfork Elementary for fifth and sixth grade, and then attend Highland Middle School and Highland High School. There is one private elementary school, St. Paul Catholic School, and two private high schools. Mater Dei High School in Breese, and Father McGivney in Maryville, that are available to Highland students. Near by four year universities include McKendree College in Lebanon and Southern Illinois University-Edwardsville. In addition, Southwestern Illinois College in Belleville and Lewis and Clark Community College in Godfrey, offer associate degree's in several areas of study, are within driving distance of the Highland area.

**Summary**

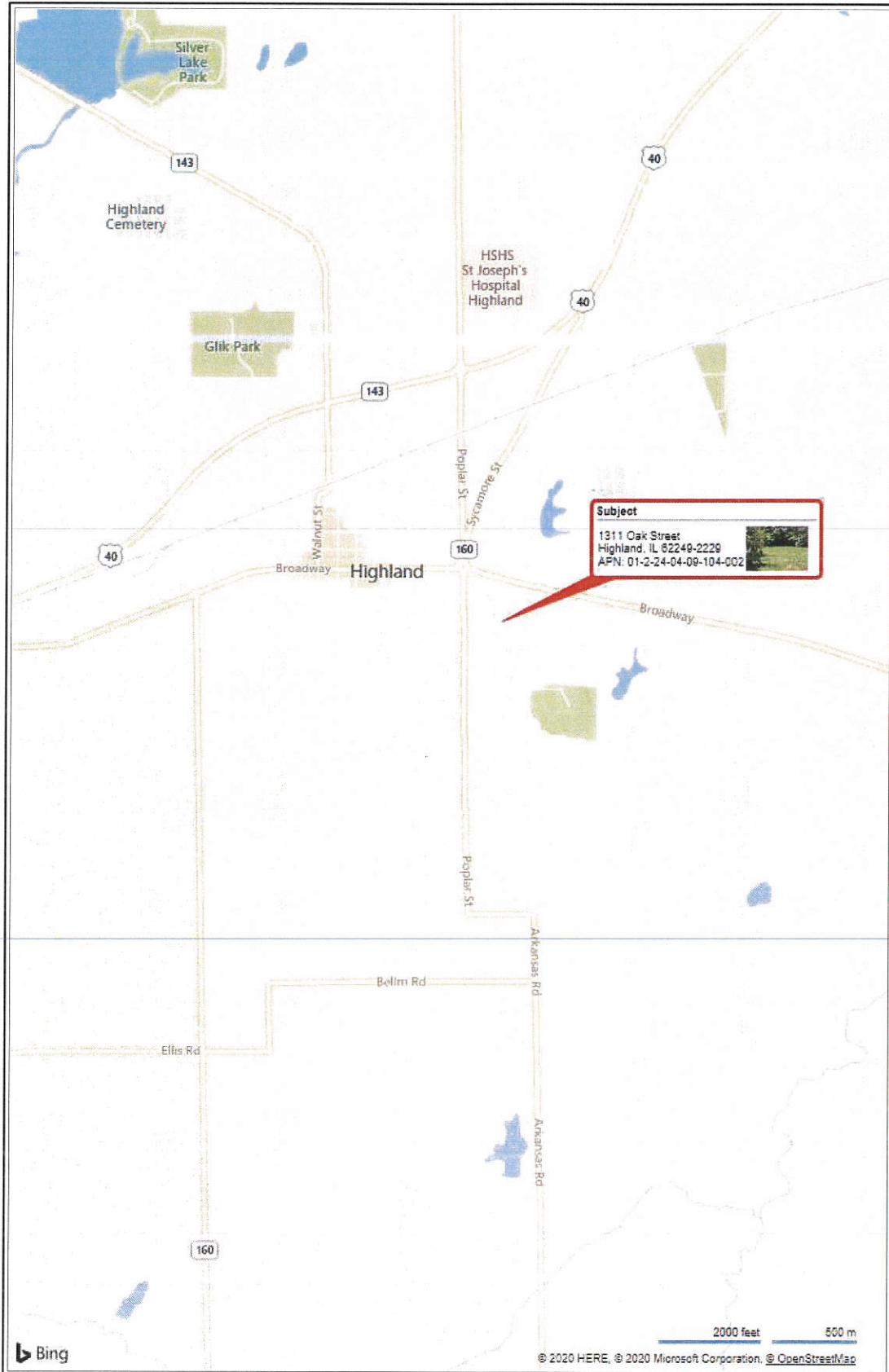
In summary, the subject property is located in Highland, Madison County, Illinois. The market area is defined as a five mile radius of the subject property. This market area has seen modest increases each year in population since 2010. Demographic projections from STDB online indicate that the population increases will continue for the next five years at a modest rate. The five-mile radius of the subject has a median household income that is higher than the U. S. median. The area appears to be stable with prospects for growth in the near term.



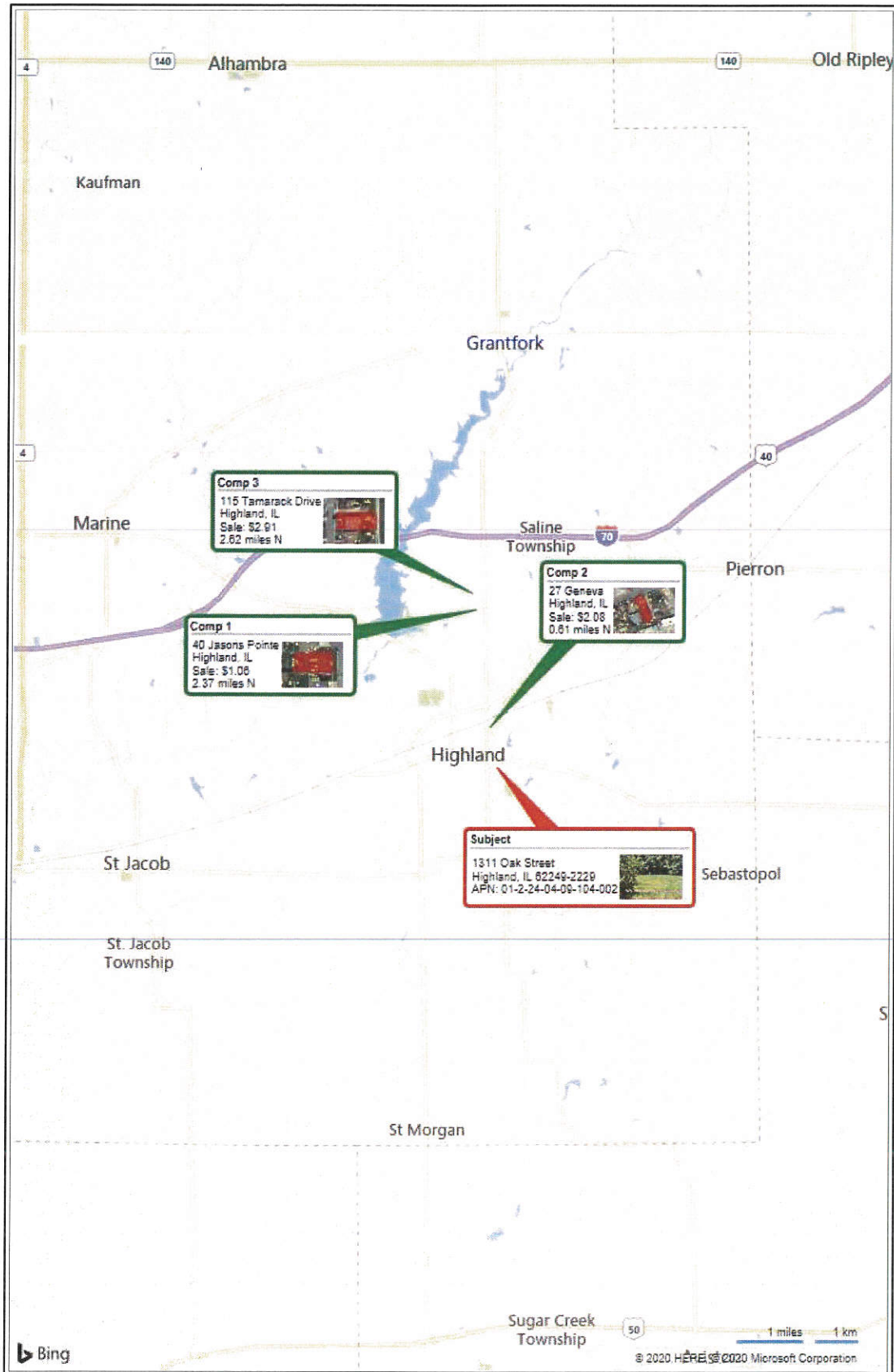
### NEIGHBORHOOD MAP

File No. C20-208  
Case No.

Borrower	N/A						
Property Address	1311 Oak Street						
City	Highland	County	Madison	State	IL	Zip Code	62249-2229
Lender/Client	City of Highland	Address 1115 Broadway, Highland, Illinois 62249					



Borrower	N/A							
Property Address	1311 Oak Street							
City	Highland	County	Madison	State	IL	Zip Code	62249-2229	
Lender/Client	City of Highland	Address					1115 Broadway, Highland, Illinois 62249	



Borrower N/A  
Property Address 1311 Oak Street  
City Highland County Madison State IL Zip Code 62249-2229  
Lender/Client City of Highland Address 1115 Broadway, Highland, Illinois 62249



**COMPARABLE SALE # 1**  
40 Jasons Pointe  
Highland, IL



**COMPARABLE SALE # 2**  
27 Geneva  
Highland, IL



**COMPARABLE SALE # 3**  
115 Tamarack Drive  
Highland, IL

DJ Howard & Associates Inc.  
**SUBJECT PHOTO ADDENDUM**

File No. C20-208  
Case No.

Borrower	N/A						
Property Address	1311 Oak Street						
City	Highland	County	Madison	State	IL	Zip Code	62249-2229
Lender/Client	City of Highland		Address 1115 Broadway, Highland, Illinois 62249				



**FRONT OF  
SUBJECT PROPERTY**  
1311 Oak Street  
Highland, IL 62249-2229

DJ Howard & Associates Inc.  
**SUBJECT PHOTO ADDENDUM**

File No. C20-208  
Case No.

Borrower N/A						
Property Address 1311 Oak Street						
City	Highland	County	Madison	State	IL	Zip Code 62249-2229
Lender/Client	City of Highland		Address 1115 Broadway, Highland, Illinois 62249			



Oak Street looking north



Oak Street looking south

**APPRAISAL COMPLIANCE ADDENDUM**

File No. C20-208  
Case No.

Borrower/Client <u>N/A</u>		Unit No. _____	
Address <u>1311 Oak Street</u>		City <u>Highland</u> County <u>Madison</u> State <u>IL</u> Zip Code <u>62249-2229</u>	
Lender/Client <u>City of Highland</u>			

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

**ADDITIONAL CERTIFICATIONS**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

**PRIOR SERVICES**

- I have NOT performed services, as an appraiser or in another other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

**PROPERTY INSPECTION**

- I HAVE made a personal inspection of the property that is the subject of this report.
- I have NOT made a personal inspection of the property that is the subject of this report.

**APPRAISAL ASSISTANCE**


Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

**ADDITIONAL COMMENTS**

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: We previously appraised this property for the City of Highland on September 17, 2018. The value we concluded in the previous report was \$15,000.

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 180 day(s).

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature  Name <u>Donna J Howard</u> Date of Signature <u>07/17/2020</u> State Certification # <u>553.001267</u> or State License # _____ State <u>IL</u> Expiration Date of Certification or License <u>09/30/2021</u> Effective Date of Appraisal <u>July 16, 2020</u>	Signature _____ Name _____ Date of Signature _____ State Certification # _____ or State License # _____ State _____ Expiration Date of Certification or License _____ Supervisory Appraiser Inspection of Subject Property: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only from street <input type="checkbox"/> Interior and Exterior

## COMMERCIAL REAL ESTATE SALES CONTRACT

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

**THIS REAL ESTATE SALES CONTRACT** ("Agreement") is made and entered into by and between CITY OF HIGHLAND, ILLINOIS, an Illinois municipal corporation ("Seller") and FELDMANN HOMES, INC. ("Purchaser"), effective when signed by both parties, and when approved by the corporate authorities of the City of Highland, Illinois (the "Effective Date"):

**I. Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as:

a. **Address: 1311 Oak Street Highland, Illinois 62249**

b. **Parcel Number: 01-2-24-04-09-104-002**

c. **Legal Description**

**Lot 3, and the North 15 feet of Lot 4 in Block 1 in St. Joseph, a suburb of Highland, Illinois, being a subdivision of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 3 North, Range 5 West of the Third Principal Meridian, as the same appears from the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 10, Page 54.**

*See Exhibit A; Hereinafter "Property."*

**II. Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is **Twelve Thousand Eight Hundred and 00/100 Dollars (\$12,800.00)**, which shall be paid as follows:

a. **Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment in Section 3 below, by check or by wire transfer of funds.

**III. Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing:

a. **Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter

defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined in Subsection 3(b) below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.

- b. Release of Encumbrances. Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.
- c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

Purchaser shall be responsible to pay for the recording fee for the deed, Purchaser's attorney's fees, the customary escrow or closing fees charged by the Title Company, Purchaser's title insurance endorsements, if any, Purchaser's lender's policy of title insurance and any endorsements thereto, if any, Purchaser's tests and inspections, Purchaser's survey, the premium for Purchaser's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by Purchaser herein.

- IV. Items to be delivered to Purchaser.** After purchase of the Property, Seller shall deliver to Purchaser, in the form of photocopies of executed originals, any documents related to the Property that Seller is aware of and able to locate ("Seller Documents"). Purchaser acknowledges and agrees that Seller acquired the Property many years ago



and, as a result, Seller may not be aware of the location or existence of some or all of the Seller Documents. Based on this information, Purchaser acknowledges and agrees that Seller will be deemed to have complied with this Section 4, if Seller provides to Purchaser the Seller Documents that are known to exist, if any, by Seller after purchase of the Property, and without any obligation or duty being imposed on Seller to investigate or to confirm the accuracy or completeness of the Seller Documents.

**V. Investigation of the Property.** From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

Purchaser shall indemnify, protect, defend and hold harmless the Seller against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the Property or Seller's ownership therein in connection with Purchaser's entry upon the Property or Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser and Purchaser shall restore the Property to substantially the same condition as in which it existed prior to such Investigations. The Purchaser shall pay for all inspections and reports ordered by Purchaser, promptly; and shall not allow any liens to be filed against the Property. For purposes of Purchaser's indemnification of Seller described herein, the term "Purchaser" shall mean any agent, broker, contractor, employee, or representative of Purchaser. This provision shall survive Closing or other termination of this Agreement.

**VI. Contingencies.** In addition to any other conditions set forth in this Agreement, Purchaser's obligation to consummate the purchase provided for herein shall be subject to the fulfillment, of the following items by Purchaser on or before thirty (30) business days from execution of this contract and any and all required action(s) by City (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. **Title Commitment/Examination.** Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.

- b. Physical Inspection. Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. Survey. Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.
- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

**If Purchaser does not give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, then Purchaser's obligation under this Agreement shall be enforceable by Seller pursuant to the terms set forth herein.**

**If Purchaser does give written notice to Seller on or before the Contingency Date that any one of the Contingencies has not been satisfied, and Seller fails to cure any one of the Contingencies on or before the expiration of the Contingency Date, this Agreement shall be terminated and be of no further force or effect, except for Purchaser's obligations and indemnity as stated herein.**

## **VII. Closing**

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place on or before October 31, 2020, or after all Contingencies are waived by Purchaser ("Closing Date"), in the offices of the Title Company. Seller and Purchaser may agree to an extension of the Closing date by written agreement.

- b. Purchaser waives any claim to contingencies or any right to the Contingency Date on the Closing Date as stated herein. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):
1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
  2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.
  3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.
  4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
  5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller and any Tenant under any lease being assumed by Purchaser satisfactory to Purchaser.
- e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):
1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).
  2. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.

3. Deed. Acknowledge and accept a copy of Seller's Special Warranty Deed with the Deed Restrictions attached thereto, conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.

**VIII. Notices**. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) transmitted by telefax to the applicable telefax number followed with mailing by regular United States mail, addressed as follows:

If to Seller:                      City of Highland  
                                            Madison County, Illinois  
                                            Attention: Mark Latham  
                                            City Manager  
                                            1115 Broadway  
                                            P.O. Box 218  
                                            Highland, Illinois 62249-0218  
                                            Telephone (618) 654-9891  
                                            Facsimile: (618) 654-4768

If to Purchaser:                      Feldmann Homes, Inc.  
                                            13811 Frey Acres Drive  
                                            Highland, IL 62249

**IX. Additional Covenants.**

- a. Brokerage. Seller and Purchaser each hereby represent and warrant to the other that neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless against and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim by any such broker or finder in contravention of its representation and warranty herein contained.

**X. AS IS.**

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND

DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS"

CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

#### **XI. Litigation.**

- a. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this agreement shall be brought in the Circuit Court in Madison County, Illinois.

#### **XII. Defaults and Remedies**

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.
- b. Default by Purchaser. In the event that Purchaser shall have failed to have timely performed any of Purchaser's Obligations, covenants, and/or agreements contained herein which are to be performed by Purchaser, then Seller, at its option and as its sole and exclusive remedy, may either: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement.

#### **XIII. Miscellaneous**

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. Purchaser Defined. The word "Purchaser" as used herein shall include all individuals, partnerships, limited liability companies, corporations, or any business entities of any kind affiliated with the purchase of the Property.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of

this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- h. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- i. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- j. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as

well as relevant regulations. Should Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Seller shall give written notice to the Purchaser regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of Seller first providing notice to the Purchaser of the need to amend this Agreement to comply with the laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any Earnest Money shall be returned to Purchaser and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

**XIV. Acceptance of Contract.** Purchaser and Seller intend to execute this Agreement prior to Seller obtaining the approvals necessary to give force and effect to this Agreement. Seller represents that this Agreement must be passed by Ordinance and by the affirmative vote of 2/3 of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Seller has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Seller prior to \_\_\_\_\_, this Agreement shall have no force or effect.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

**SELLER:**

**City of Highland  
Madison County, Illinois  
1115 Broadway  
P.O. Box 218  
Highland, Illinois 62249-0218**

By: \_\_\_\_\_

Mark Latham  
City Manager  
City of Highland, Illinois

Date: \_\_\_\_\_

**PURCHASER:**

**Feldmann Homes, Inc.  
13811 Frey Acres Drive  
Highland, IL 62249**

By:  \_\_\_\_\_  
Feldmann Homes, Inc.

Date: 01/14/20 \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**1311 Oak Street Highland, Illinois 62249**

**Parcel Number: 01-2-24-04-09-104-002**

**Legal Description:**

**Lot 3, and the North 15 feet of Lot 4 in Block 1 in St. Joseph, a suburb of Highland, Illinois, being a subdivision of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 3 North, Range 5 West of the Third Principal Meridian, as the same appears from the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 10, Page 54.**



City of Highland  
Building and Zoning

September 16, 2020

To: Mark Latham, City Manager

From: Breann Speraneo, Director of Community Development

**RE: 1311 Oak Street**

I recommend selling 1311 Oak Street to Feldmann Homes, Inc. for \$12,800.

The City does not have a use for this property. It was acquired as part of the demolition process. The City has taken the proper steps to ensure that this property may be sold for 80% of the appraised value. The appraised value is \$16,000, making 80% of the appraised value \$12,800.

Feldmann Homes, Inc. intends to build a single-family home on the property.

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

**A RESOLUTION APPROVING MOTOR VEHICLE LEASE AGREEMENT  
BETWEEN MADISON COUNTY MASS TRANSIT DISTRICT  
AND CITY OF HIGHLAND**

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

WHEREAS, City has determined there is a need for affordable and reliable transportation for disabled and elderly residents in and around City; and

WHEREAS, City and Madison County Mass Transit District (“District”) desire to enter into a lease agreement whereby City will lease a Ford E450 Turtle Top Coach on Chassis (“Vehicle”) for \$1.00 per year to provide affordable and reliable transportation to City residents (“Agreement”) (See **Exhibit A**); and

WHEREAS, City and District desire to enter to enter the Agreement, and City agrees to be responsible for staffing a driver, providing insurance, tracking rider usage, tracking mileage, and maintaining the Vehicle according to the Agreement; and

WHEREAS, City and District propose door-to-door transportation for disabled and elderly residents of City between he house of 8:00 AM and 4:00 PM, Monday through Friday; and

WHEREAS, City finds that the terms of the Agreement with District (**Exhibit A**) are fair and reasonable, and City finds the terms of the Agreement between City and District (**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 terms of the Agreement between City and District (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the Agreement between City and District (**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 Agreement between City and District (**Exhibit A**) is approved.

*Section 3.* The City Manager and/or Mayor is hereby authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Agreement between City and District (**Exhibit A**).

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

Passed by the City Council 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

MOTOR VEHICLE LEASE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
CITY OF HIGHLAND

This motor vehicle lease Agreement entered into by and between the Lessor, Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040-7500, and City of Highland (hereinafter LESSEE), having its principal office at 1115 Broadway, Highland, Illinois 62249-0218. DISTRICT and LESSEE in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - LESSEE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Lease Payment - The lease payment due from LESSEE to DISTRICT shall consist of the sum of one dollar (\$1.00) per leased vehicle per year.
5. Reimbursement - DISTRICT agrees to reimburse LESSEE for the repairs and maintenance of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to LESSEE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, LESSEE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay LESSEE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to the LESSEE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by LESSEE.

6. Use of Funds - LESSEE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
7. Grant Applications - As a condition of this Agreement and in order to remain eligible for DISTRICT reimbursement, the LESSEE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department of Transportation, Division of Public and Intermodal Transportation and/or

the East West Gateway Council of Governments to be placed on their grant application mailing lists.

8. Insurance

a. The DISTRICT shall be named additional insured and loss payee for the leased vehicle(s). All insurance shall be maintained during the entire lease term or extension thereof as to each vehicle as hereinafter provided. LESSEE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. In the event of a total loss of the vehicle(s), LESSEE's coverage shall provide, at a minimum, payment to the DISTRICT for the fair market value of the vehicle(s) as determined by comparison to vehicles with similar equipment, age, and mileage.

c. The DISTRICT reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

d. LESSEE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by LESSEE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

e. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of the LESSEE to maintain adequate insurance coverage for each vehicle. Failure of LESSEE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

f. Vehicle insurance policies shall not be canceled without giving thirty (30) days prior written notice to DISTRICT. LESSEE shall provide DISTRICT with evidence of the existence of all required insurance upon delivery of the vehicle to LESSEE and at such times during the terms of this Agreement that DISTRICT may require. LESSEE shall use the proceeds of any insurance received from claims on the vehicle as defined in APPENDIX A, to repair or replace the vehicle. LESSEE shall comply with all terms and conditions of the insurance policies covering the vehicle.

g. LESSEE shall give DISTRICT and any insurers of the vehicle(s) immediate notice of any damage of any vehicle exceeding \$2,500.00 or of any accident in which any vehicle may be involved. If any suit is brought upon LESSEE by reason of the use, operation or condition of any vehicle, LESSEE shall give DISTRICT and insurance immediate notice of it, shall provide DISTRICT and insurers copies of all demands, notices, summons, complaints, process or other pleadings received by LESSEE in connection therewith, and shall cooperate with and assist DISTRICT and insurers in such action.

9. Vehicle Title - The title of the vehicle(s) shall remain in the name of the DISTRICT. LESSEE shall pay any and all applicable taxes, licenses and inspection fees, if any, when due.

10. Drug Free Workplace - LESSEE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

11. Driver Requirements - LESSEE shall allow only duly authorized and licensed drivers to operate the vehicle(s). LESSEE agrees to require all of its drivers involved in the delivery of service as described in this Agreement to:
  - a. Pass the US DOT physical examination, and drug and alcohol testing requirements as applicable.
  - b. Obtain the proper licenses and/or certifications to meet or exceed all Local, State, and Federal requirements.
  
12. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between LESSEE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to LESSEE. LESSEE therefore agrees as follows:
  - a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to LESSEE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.
  - b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.
  - c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.
  - d. Audit, Access to Records and Reports, and Records Retention: The LESSEE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. The LESSEE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The LESSEE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - i. Human Rights: LESSEE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
    - ii. Sexual Harassment: LESSEE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) LESSEE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights



Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.

- g. State Indemnification: The LESSEE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. LESSEE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. LESSEE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect LESSEE from any claims for damages to property or for bodily injury (including death), which may arise from the Agreement.
- h. No State Obligation to Third Parties: The LESSEE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by the LESSEE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
- i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. The LESSEE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide LESSEE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with LESSEE a revision to this Agreement as an alternative to termination.
- j. School Bus Operations: Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), the LESSEE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
- k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), the LESSEE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.

13. Acknowledgement of IDOT Eligibility - LESSEE and DISTRICT specifically acknowledge that LESSEE may seek reimbursement from DISTRICT for expenses listed in APPENDIX C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between LESSEE and DISTRICT reimburse LESSEE for said expenses listed in APPENDIX C.
14. Delay of Payments - The DISTRICT, by written notice to the LESSEE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
  - a. LESSEE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by LESSEE pursuant to this Agreement, or in any submission of the LESSEE required by the DISTRICT; or
  - b. LESSEE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. LESSEE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue LESSEE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of LESSEE.
15. No Obligation to Provide Loaner Vehicle - DISTRICT will not under any circumstances be obligated to furnish LESSEE with any loaner vehicle, to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle when any vehicle may be out of service for any reason.
16. Inspection - The LESSEE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of LESSEE's public transportation service as, in the judgment of the LESSEE, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of LESSEE.
17. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
18. Contingent Fees and Gratuities - LESSEE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of LESSEE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by LESSEE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

19. Bribery - By entering into this Agreement, LESSEE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has LESSEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the LESSEE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the LESSEE.
20. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the LESSEE furnishes a written appeal to the Managing Director. In connection with any such appeal, the LESSEE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the LESSEE and the LESSEE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or LESSEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Termination
  - a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that LESSEE fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to the LESSEE a Notice of Termination specifying the nature of the default.
  - b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party. No later than the ninety-first (91) day after serving of said notice, LESSEE shall return applicable vehicle to the DISTRICT. LESSEE shall pay the DISTRICT any sums it owes under the terms of this lease prorated to the date of the return of the vehicle; DISTRICT shall pay LESSEE on a prorated basis any lease payment previously paid to DISTRICT which represents rental of said vehicle after the date that said vehicle were returned to the DISTRICT.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. LESSEE's failure to abide by the maintenance schedule.
22. Return of Vehicle(s) - Upon termination or expiration of this Agreement, LESSEE shall return vehicle(s) to DISTRICT in good and efficient working order, repair, and condition, ordinary wear and tear excepted.

If LESSEE defaults, DISTRICT shall have the right to demand and receive immediate possession of vehicle(s) and exercise any other remedies DISTRICT may have against LESSEE under the terms of this Agreement or otherwise provided by law. If LESSEE fails to surrender possession of vehicle(s) to DISTRICT on termination or expiration of this Agreement, DISTRICT shall have the right to enter upon any premises where the vehicle(s) may be located and then to remove the vehicle(s).

23. District Indemnification - To the fullest extent permitted by applicable law, LESSEE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of LESSEE's activities or resulting from the performance of services called for by this Agreement.

LESSEE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out of LESSEE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either LESSEE or DISTRICT.

24. No Option to Purchase - This Agreement does not provide to LESSEE an option to purchase the vehicle.
25. Vehicle Condition - LESSEE shall maintain and service vehicle in accordance with the terms and conditions as set forth in APPENDIX C of this agreement and to keep each vehicle in good working order, repair and condition.
26. Compliance with Law - LESSEE shall use vehicle in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle shall not be used for any illegal purposes. LESSEE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle.
27. Vehicle Location - LESSEE shall at all times upon request of DISTRICT notify DISTRICT as to the location of any vehicle. LESSEE shall not remove vehicle from Madison County, Illinois, for a period of time exceeding forty-eight (48) hours without obtaining prior written consent of DISTRICT, excepting such time when vehicles may be removed from Madison County to be maintained, painted, repaired, rebuilt or modified.
28. Vehicle Loss - If any vehicle is lost, stolen, destroyed or becomes a constructive total loss, LESSEE shall promptly notify DISTRICT and hold any salvage for DISTRICT. DISTRICT shall dispose of the salvage and apply the proceeds of the sale to pay any obligation of LESSEE hereunder. LESSEE shall assume and shall bear the entire risk of loss, theft, damage or destruction of any vehicle, from any and every cause. No loss, theft, damage or destruction of any vehicle shall affect LESSEE's obligations provided herein.
29. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any vehicle or the time consumed in repairing, servicing of the designated vehicle.

30. Assignment - LESSEE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
31. Warranty - Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between the LESSEE and the manufacturer about warranty shall affect the obligation of LESSEE under this Agreement, nor shall any defects in the vehicle or the equipment affect LESSEE's obligation under this Agreement. LESSEE acknowledges that it is familiar with the manufacturer's warranty and acknowledges that said manufacturer's warranty is acceptable to LESSEE.
32. Contract Authorization - LESSEE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. LESSEE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits LESSEE from entering into and performing the terms of this Agreement.
33. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
34. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire Agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF HIGHLAND

MADISON COUNTY MASS TRANSIT  
DISTRICT

\_\_\_\_\_  
Joseph R. Michaelis, Mayor

\_\_\_\_\_  
SJ Morrison, Managing Director

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

**APPENDIX A**

**LEASED VEHICLE INCLUDED IN AGREEMENT**

Year Make/Model: **PENDING** Ford E450 Turtle Top Coach on Chassis

VIN: **PENDING**

MCT Unit #: **PENDING**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## **APPENDIX B**

### **SERVICE TO BE PROVIDED BY LESSEE**

LESSEE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

LESSEE provides door-to-door transportation for the disabled and elderly residents of Highland, Illinois between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

LESSEE's transportation program must provide transportation to wheelchair as well as ambulatory riders.

LESSEE's transportation program must refer eligible riders to the DISTRICT's fixed route system when persons eligible for LESSEE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist LESSEE's eligible riders with navigating the District's fixed route bus system.

LESSEE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within the LESSEE's service area. This may be arranged in advance or on the same day as service.

All vehicle(s) covered under this agreement must be used to transport elderly and disabled residents of Madison County only. Any regular use of the vehicle(s) outside of Madison County will result in the vehicle(s) being removed from the agreement, and/or termination of the agreement, at the sole determination of the DISTRICT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

LESSEE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle(s).

LESSEE shall, at least once per calendar month, deliver vehicle to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the LESSEE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle. All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle in the case such vehicle requires extensive repair.

Body work will not be reimbursable by DISTRICT, nor will it be done by ACT. DISTRICT will not reimburse LESSEE any amounts that could be recovered from another source, such as insurance or warranty.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

LESSEE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, the LESSEE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is LESSEE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicles for repairs and maintenance that fails to comply with this requirement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



## APPENDIX D

### DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to the LESSEE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. LESSEE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

LESSEE will provide DISTRICT, within thirty days of the execution of this Agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, the LESSEE's Transportation Program.

LESSEE will provide DISTRICT, on an annual basis, with a copy of the LESSEE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 21.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

---

---

**CITY OF HIGHLAND**

---

---

**DATE:**       **SEPTEMBER 16, 2020**  
**TO:**           MAYOR AND CITY COUNCIL  
**FROM:**       MARK LATHAM, CITY MANAGER   
**RE:**           **INTERGOVERNMENTAL AGREEMENT WITH MADISON COUNTY TRANSIT**

---

**RECOMMENDATION:**

I am recommending the Council consider approving the Intergovernmental Agreement with Madison County Transit for a transit van that will provide door-to-door transportation for disabled and elderly residents of Highland, specifically. This van will be operational between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. This will be useful to transport, to and from places of employment, the Holly's House of Hope residents as well as getting the senior citizens to and from the new Senior Citizen Center.

**DISCUSSION:**

MCT tried to offer transportation to Highland citizens through their bus service a few years ago and found the ridership was very low and therefore was not cost effective. At that time, MCT told the Council that if a need was established, then they would consider providing a vehicle to Highland. Currently, Holly's House of Hope is being established in Highland to train special needs adults for either employment or volunteer work and the new Senior Citizen Center will be open soon.

**FUNDING**

Funding for the operation will come from grants and general fund.

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

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF A PROPOSAL FOR  
ARCHITECTURAL ENGINEERING SERVICES WITH ARCTURIS  
FOR A PROPOSED PUBLIC PARK AND ENTERTAINMENT VENUE**

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 staff has presented plans to City Council for a proposed public park and entertainment venue adjacent to the existing downtown City Square at 911 and 913 Main Street (hereinafter “Project”); and

WHEREAS, City has consulted with Arcturis for architectural engineering services, and Arcturis has submitted an architectural engineering proposal for professional services on the Project (*See Exhibit A*); and

WHEREAS, Arcturis proposes to provide the following initial architectural engineering services:

1. Further refine Highland’s programmatic requirements;
2. Understand potential Brewery’s intended restaurant design, exterior access and dining requirements;
3. Determine size and location of new restroom facility on the property;
4. Refine conceptual design of the project based on the gathered information listed above;
5. Define boundaries for land purchase;
6. Investigate underground conditions; and
7. Establish a high-level budget

*See Exhibit A*; hereinafter “Arcturis Proposal”; and

WHEREAS, City has determined the Arcturis Proposal will cost City approximately:

- |                                        |                           |
|----------------------------------------|---------------------------|
| 1. Geotechnical Investigation & Report | \$ 5,000 Allowance        |
| 2. Cost Opinion                        | \$ 3,500 Hourly Estimated |
| 3. Preliminary Site Design             | \$13,500 Hourly Estimated |

See **Exhibit A**; and

WHEREAS, City desires to construct a public park and entertainment venue at 911 and 913 Main Street, with proposed plans to include:

1. Public restrooms;
2. Citizen seating;
3. Allotted space for a temporary stage;
4. Turf area for recreation;
5. Allotted space for vendors;
6. Shaded areas; and
7. Landscaping

and;

WHEREAS, City finds that the terms of the Arcturis Proposal (**Exhibit A**) are fair and reasonable, and City finds the Arcturis 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 Arcturis Proposal (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the Arcturis 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 Proposal for Architectural Engineering (**Exhibit A**) for the Project is approved.
- Section 3.* The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Proposal for Architectural Engineering (**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:

APPROVED:

---

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

ATTEST:

---

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

## WORK AUTHORIZATION

Date: September 14, 2020

Project Name: City of Highland – Food Truck and Entertainment Area  
Principal: Megan Ridgeway  
Project Manager: Don Koster

Client: City of Highland  
Client Contact: Mark Latham  
Billing Contact: Mark Latham  
mlatham@highlandil.gov

### 1. PROJECT DESCRIPTION

The City of Highland ('Highland') has requested a proposal from Arcturis to assist with Pre-Design Services for a future Food Truck and Entertainment Area located downtown on Main Street directly across from the Highland Town Square. Currently, two empty lots, owned by Schlafly's Brewing Co ('Schlafly') are the targeted location for the project. The intent is for Highland to purchase the property required from Schlafly's for the project. Schlafly will occupy the adjacent building to the west and will require outdoor dining contiguous to their building.

Highland is leveraging an opportunity to improve and energize the downtown core with a new outdoor public space on Main Street. The new space, a catalyst for downtown walkability, is centrally located across from the Highland Town Square and will operate adjacent to a new brewery project (Schlafly). The new public space is intended to host community programming, temporary vendors and food trucks, and provide seating for dining, socializing, and entertainment plus a public restroom facility. This tech-enabled, flexible, and low maintenance space will cater to all ages, but will emphasize attracting younger adults to the town center.

This focus of this phase of work will be to gather additional information to bring clarity to the scope of the project:

- Further refine Highland's programmatic requirements
- Understand Schlafly's intended restaurant design, exterior access and dining requirements
- Determine size and location of new restroom facility on the property
- Refine conceptual design of the project based on the gathered information listed above
- Define boundaries for land purchase
- Investigate underground conditions
- Establish a high-level budget

At the completion of this phase, Arcturis will provide the scope and fee for the implementation of the project.

SCI Engineering will provide the Geotech studies and Everest Cost Estimating will provide the project budgeting,

Arcturis understands that ideally this project will be completed in Spring 2021 to align with Schlafly's targeted opening of May 2021.

Mark Latham, Breann Speraneo and Mallord Hubbard will be the main point of contacts for obtaining all necessary approvals and coordinating with Highland in a timely manner.

### 2. SCOPE OF SERVICES [the "Services"]

This listing defines services performed by phase. All services may not be performed in the exact sequence as listed; or in some cases, two or more may be performed simultaneously.

#### 2.1. Project Initiation

This phase is necessary to establish general project parameters, initial information, decision-making process, and confirm key contacts.

2.1.1. Arcturis will provide the following:

- .1 Conduct the kick-off meeting with Client to confirm the scope of work, schedule, and budget and to establish Client's key goals, review responsibilities, and approval process. Understand the Client's project parameters (i.e. status of lease agreement, building/client standards and construction budget).
- .2 Review conceptual design developed under previous scope of work; discuss any new information, timelines, and other related issues that may impact the design as it is developed in this phase of work.

- .3 Coordinate with Client contact to identify additional information that will be needed to complete the facility space requirements.
  - .4 Review site survey including property boundaries, location of utilities, and site topography, as made available by Highland.
  - .5 Arcturis to coordinate with SCI, Geotechnical Engineer, to perform borings at key locations on the site. SCI to perform soils investigation of underground conditions and document in written report for record.
- 2.1.2. Client to provide the following to Arcturis:
- .1 CAD plans of site survey including property boundaries, location of utilities, and site topography.
  - .2 Client existing relationships with vendors, purchasing agreements, dealer discount structures, general contractor alliances, etc.
- 2.1.3. Deliverables at the end of this phase:
- .1 Overall project schedule including this phase of work as well as the subsequent phase of Implementation.
  - .2 Geotechnical Report

## 2.2. Preliminary Site Design

This phase is necessary to establish a cohesive design, further developing the initial concepts presented as part of the previous phase or work.

- 2.2.1. Arcturis will provide the following:
- .1 Document applicable design, zoning and construction codes as well as permitting and zoning approvals process.
  - .2 Gather precedent images & photography, conceptual materials, furniture, and equipment selections to convey the refined design concept.
  - .3 Coordinate with Client to develop any special material, lighting, plumbing, equipment, and audio/visual criteria in the project. These special requirements will influence the cost opinion and ultimately, be integrated into the Implementation Phase of the project.
  - .4 Refine the conceptual design developed under the previous scope of work, taking into considering any new information and/or programmatic requirements with particular focus on the site footprint needed for the project to help inform the boundaries of the potential land sale.
  - .5 Provide [1] presentation of the entire preliminary design to Client for review and direction.
  - .6 Revise preliminary design based on feedback from Highland.
  - .7 Conduct in-house review session to ensure the design is in alignment with the project goals.
  - .8 Review that the design is in conjunction with budget.
  - .9 Deliver Preliminary Design Package to Highland.
- 2.2.2. Client to provide the following to Arcturis:
- .1 Provide timely decisions based on the project schedule.
  - .2 Share comments on the review of the Schematic design.
- 2.2.3. Deliverables at the end of this phase:
- .1 Preliminary Design Package to include:
    - o Approved preliminary plan as needed to best communicate design intent and scope of improvements with suggested boundary for definition of project parcel / parcel for sale
    - o Preliminary magnitude of costs/budget ranges
    - o Project narrative with description of key project elements

## 3. ADDITIONAL SERVICES

The following additional services listed below are optional value-added benefits and not included under this contract. In the event Arcturis recommends such additional services, Arcturis shall notify Client, but shall not proceed with any such additional services without written approval.

- .1 Field verification of existing parcel(s). Site survey supplied by Highland shall be used as basis for design development.
- .2 Illustrative Renderings
- .3 Outdoor furniture and equipment selection and specifications
- .4 Owner-initiated changes contrary to the understood scope in this proposal





**TERMS AND CONDITIONS OF AGREEMENT**

**Fee Guarantee**

Arcturis reserves the right to review the fee in this Agreement, and revise same, if no action has been taken by Client to implement the project 45 days after the date of this Agreement. Arcturis also reserves the right to review the compensation rates annually.

**Project Commencement**

Project work commences when Arcturis receives Client's written authorization.

**Invoices**

Client will receive an invoice every month for services performed during the previous month or as established in the payment schedule. Payment is due upon receipt. Interest will be added 30 days after the invoice date, at the maximum rate allowed by law. Arcturis has the right to suspend work, without breach of contract, if Client's account is past due.

**Reimbursable Expenses**

For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten Percent (10%) on the following: mileage, transportation and living expenses; reproduction of project documents; postage and delivery; Consultants and specialized services, additional insurance that Client requests; renderings and physical models, unless noted otherwise;

**Change of Scope**

This is work beyond what is agreed to in this document, including revisions due to Client's adjustments in the scope, budget, or quality of the project. Arcturis will issue a Change of Scope form documenting the change and its effect on the fee and schedule.

**Hourly Rates**

For work performed on an hourly basis, Arcturis' rate schedule is as follows:

Senior Principal	250.00
Principal	225.00
Sr. Architect/Designer IV	180.00
Sr. Architect/Designer III	165.00
Sr. Architect/Designer II	150.00
Sr. Architect/Designer I	135.00
Designer/Architect IV	120.00
Designer/Architect III	105.00
Designer/Architect II	95.00
Designer/Architect I	85.00
Administrative Support	75.00
Production Support	75.00
Intern Architect	75.00

Rates are subject to review at the end of each Arcturis fiscal year.

**Project Suspension and Project Delays**

If the project is delayed as a result of delays in the Client's review process, time expenditures occurring beyond the original project completion date will be charged at standard hourly rates, current at that time, or at a fixed fee. If Client puts the project on hold for more than 30 days, Arcturis reserves the right to renegotiate the balance of its fee to reflect current personnel expenses. A restart fee will also be charged at a rate of between \$500.00 - \$1,000.00 to cover administrative and personnel rescheduling costs.

**Arcturis Insurance**

Arcturis is protected by Workman's Compensation, Professional Liability and General Liability Insurance. Insurance verification is available upon request. If Client requires additional coverage, Client will reimburse Arcturis for increased premiums. Arcturis will not be responsible for any loss, damage or liability arising from Client's negligent

acts, errors and omissions; or those by Client's consultants, contractors and agents; or from those of any person for whose conduct Arcturis is not legally responsible.

### **Indemnification**

To the fullest extent permitted by law, the Client shall indemnify and hold harmless Arcturis and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused by the gross negligence or willful misconduct of the Client or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent that such claim, damage, loss or expense is caused by the fault of the party seeking indemnification under this provision. Arcturis shall indemnify and hold harmless client and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work by Arcturis that is caused by the gross negligence or willful misconduct of Arcturis or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except to the extent that such claim, damage, loss or expense is caused by the fault of the party seeking indemnification under this provision.

### **Agreement Termination**

This Agreement may be terminated upon seven days written notice by either party if the other party fails to perform by the terms and conditions stated in this document. In the event of either termination or project suspension, Client will pay Arcturis for services performed and reimbursables incurred to date.

### **Asbestos and Hazardous Waste**

Arcturis does not perform services related to the identification, containment or removal of asbestos or hazardous waste, nor will it assume liability for any damages or costs related to these materials.

### **Publicity**

Client agrees to credit Arcturis by name and title in all publicity involving the project. Arcturis will publicly reveal project information only with Client's prior approval.

### **Successors and Assigns**

Client and Arcturis agree respectively to bind themselves, their successors and their assigns to the terms of this Agreement.

### **Shop Drawing Review**

Arcturis' review of shop drawings shall be for general conformance to the design concept and shall not relieve any contractor or subcontractor from the obligation to comply with the contract documents.

### **Standard of Care**

Services performed by Arcturis will be conducted with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, expressed or implied, is made.

**Construction Means and Methods** Arcturis shall not be responsible for any aspects that affect or are affected by means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. Neither Client nor Architect shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Clients or Architects employees, agents, or consultants.

**Ownership of Documents** All drawings, sketches, reports, and documents which Arcturis prepares as instruments of service shall remain its property. Client agrees that all work which Arcturis furnishes, which is not paid for, will be returned, and will not be used for any purpose.

TERMS AND CONDITIONS OF AGREEMENT (CONT.)

**Electronic Data**

Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we do not provide clients with drawings or other data as electronic files as standard practice.

Upon completion of the project, if requested, Arcturis may provide electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a **License for Use of Electronic Data/ Non-Disclosure Agreement / Agreement for Release of Liability** form. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Arcturis harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than Arcturis or from any reuse of the drawings and data without the prior written consent of Arcturis. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by Arcturis and Arcturis makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**Professional Photography & Publicity**

Arcturis often chooses to have projects professionally photographed during and / or upon its completion. Client acknowledges that this is permissible and that such photography is permissible to utilize in Arcturis electronic and hard copy marketing materials and portfolio for promotion of Arcturis services. Should the Client prefer such photographs not be used publicly, Client shall document this in writing to Arcturis. Should Client desire to utilize the photographs taken by Arcturis, Client is solely responsible for all costs associated with copyright, usage, publication and so on as set forth by the Photographer.

**Limitation of Liability**

To the maximum extent permitted by law, the Client agrees to limit Arcturis' liability for the Client's damages to the sum of \$ 25,000 or Arcturis' fee whichever is greater. This limitation shall apply regardless of cause of action or legal theory, pled or asserted.

**Design/Build** Client may solicit Design/Build proposals from subcontractors, based on Arcturis' documents, understanding that Client is responsible for engineering services and certifications, for code compliance and the coordination of this work. Arcturis will review these documents only for consistency with its design concept.

**Employees**

The Client agrees that it will not solicit or hire, directly or indirectly, any employee of Arcturis, without the prior written approval of Arcturis.

**Choice of Law**

This Agreement shall be governed by the laws of the State of Missouri, including Choice of Law.

**"NOTICE TO OWNER"**

*FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.*



City of Highland  
Building and Zoning

September 16, 2020

To: Mark Latham, City Manager

From: Breann Speraneo, Director of Community Development

**RE: Arcturis Contract**

I recommend contracting Arcturis for pre-design services for a community park area at 911/913 Main Street.

The City of Highland intends to purchase both 911 Main Street and 913 Main Street from TJO Holdings, LLC for consideration of \$10, pro-rata payment of real estate taxes, and other valuable consideration acknowledged by the parties.

The City is considering the following for the community park area:

- Public restrooms
- Citizen seating
- Allotted space for a temporary stage
- Turf area for recreation
- Allotted space for vendors
- Shaded areas
- Landscaping

Arcturis's landscape design and project management services will help the City successfully create this space.

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

**AN ORDINANCE APPROVING LEASE OF LAND BETWEEN  
CITY OF HIGHLAND, ILLINOIS, AND POPLAR PROSPECTS, 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, City owns real estate located in an area approximately twenty feet to eighty feet north of the north line of the right-of-way for the railroad tracks of CSX Transportation, Inc., which area consists of the north sixty feet of "PARCEL 2." The legal description is as follows:

**The north sixty feet (60') of the tract of land (comprising two components tracts) describes as follows:**

**A tract of land in the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, more particularly described as follows, to-wit:**

**Commencing at a point on the East line of said section 32 being 1680.22 feet North of the Southeast corner thereof and running thence West 150 feet, thence South 50 feet, and East 150 feet, thence North along the East line of said Section 32 a distance of 50 feet to the point of beginning.**

**And**

**The South 25 feet of the following described tract of real estate, too-wit:**

**A tract of land situated in the South east Quarter of Section 32, Township 4 north, Range 5 West of the Third Principal Meridian, Madison County, Illinois, more fully described as follows: From the Southeast corner of the Southeast Quarter of Section 32 measure North along the East line of the Southeast Quarter for 1680.22 feet to a point and which said point is the point of the beginning of the tract herein described; thence continuing North, from said beginning point, and along the East line of the Southeast Quarter for 100.0 feet; thence West at right angles, for 150.0 feet; thence South and parallel with the East line of the Southeast Quarter for 100.0 feet; thence East for 150.00 feet to the point of beginning.**

**EXPECTING THEREFROM THE EASTERLY 30 FEET CONVEYED TO THE City of Highland, Illinois in Warranty Deed recorded March 13, 2003, in Book 4556 at Page 4513 as Document No. 2003R18441.**

**Situated in Madison County, Illinois.**

**Permanent Parcel Number 02-2-18-32-16-401-010.**

(hereinafter “Land”); and

WHEREAS, City acquired the Land by Warranty Deed having Document No. 2010R19946, recorded on May 26, 2010, in the Madison County Recorder’s Office; and

WHEREAS, pursuant to §11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), City has the authority to execute leases with tenants for terms not exceeding two (2) years; and

WHEREAS, upon authority granted by the City Council, the City Manager need not obtain the City Council’s approval of to renew this lease going forward, so long as all leases are: (a) substantially in the form of **Exhibit A** attached to this ordinance; and (b) for terms not exceeding two years; and

WHEREAS, Poplar Prospects LLC desires to enter a *Lease of Land* for the term of September 22, 2020, through September 22, 2022 (see *Lease of Land* attached hereto as **Exhibit A**); and

WHEREAS, Poplar Prospects LLC shall pay City \$300.00 per year for lease of the Land according to **Exhibit A**; and

WHEREAS, City finds that the terms of the *Lease of Land* between City and Poplar Prospects LLC (**Exhibit A**) are fair and reasonable, and City finds the terms of the *Lease of Land* between City and Poplar Prospects LLC (**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 terms of the *Lease of Land* between City and Poplar Prospects LLC (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the *Lease of Land* between City and Poplar Prospects LLC (**Exhibit A**).

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

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

*Section 2.* The *Lease of Land* between City and Poplar Prospects LLC (**Exhibit A**) is approved.

*Section 3.* The City Manager and/or Mayor is hereby authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the *Lease of Land* between City and Poplar Prospects LLC (**Exhibit A**).

*Section 4.* The City Manager is authorized and directed, pursuant to §11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), to execute leases for the tract of land described above with tenants in the future for terms not exceeding two years. The City Manager need not obtain the City Council's approval of any such lease, so long as all leases are: (a) substantially in the form of **Exhibit A** attached to this ordinance; and (b) for terms not exceeding two years.

*Section 5.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council 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

LEASE OF LAND

This lease made and entered into between the City of Highland, Illinois, an Illinois municipal corporation, 1115 Broadway, Highland, Illinois 62249, as landlord (hereinafter “Lessor”) and Poplar Prospects LLC, (hereinafter “Lessee”).

WITNESSETH:

1. Location. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, Lessor’s tract of land (“premises”) located on the west side of Poplar Street, Highland, Illinois, 62249, located in an area approximately twenty feet to eighty feet north of the north line of the right-of-way for the railroad tracks of CSX Transportation, Inc., which area consists of the north sixty feet of “PARCEL 2” that the lessor acquired by the Warranty Deed having Document No. 2010R19946, recorded on May 26, 2010, in the Madison County Recorder’s Office. The legal description of the premises is as follows:

**The north sixty feet (60') of the tract of land (comprising two components tracts) described as follows:**

**A tract of land in the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, more particularly described as follows, to-wit:**

**Commencing at a point on the East line of said Section 32 being 1680.22 feet North of the Southeast corner thereof and running thence West 150 feet, thence South 50 feet, and East 150 feet, thence North along the East line of said Section 32 a distance of 50 feet to the point of beginning.**

**and**

**The South 25 feet of the following described tract of real estate, to-wit:**

**A tract of land situated in the Southeast Quarter of Section 32, Township 4 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, more fully described as follows: From the Southeast corner of the Southeast Quarter of Section 32 measure North along the East line of the Southeast Quarter for 1680.22 feet to a point and which said point is the point of beginning of the tract herein described; thence continuing North, from said beginning point, and along the East line of the Southeast Quarter for 100.0 feet; thence West at right angles, for 150.0 feet; thence South and parallel with the East line of the Southeast Quarter for 100.0 feet; thence East for 150.00 feet to the point of beginning.**

**EXCEPTING THEREFROM THE EASTERLY 30 FEET CONVEYED TO THE City of Highland, Illinois, in Warranty Deed recorded March 13, 2003, in Book 4556 at Page 4513 as Document No. 2003R18441.**

**Situated in Madison County, Illinois.**



**Permanent Parcel Number 02-2-18-32-16-401-010. Said tract of land contains 7,200 square feet or 0.1652 acre.**

*(The component tract described first is south of the component tract described second. The sixty-foot wide tract which is the subject of this lease includes all of the second component tract and the north thirty-five feet of the first component tract. Moreover, the sixty-foot wide tract which is the subject of this lease is one hundred twenty feet in length, and lies adjacent to, and south of, the tract of land at 304 Poplar Street, Highland, Illinois, 62249, having Permanent Parcel Number 02-2-18-32-16-401-010.001*

**(hereinafter “adjacent tract of land”)**

2. Term. The term of this lease is for two year(s) commencing on September 22, 2020, and terminating on September 22, 2022. *(The term of this lease must not exceed two years.)*

3. Rent. Lessee shall pay to Lessor as rent for the premises the sum of Three Hundred Dollars (\$300) per year.

4. Security Deposit. Upon execution of this Lease, Lessee shall deliver to Lessor the first month’s rent and a security deposit of \$ N/A. The security deposit is for damages Lessee might do to the premises and as security for faithful performance by Lessee of the terms hereof and cannot be used by Lessee as a rent payment. The security deposit will be returned to Lessee, without interest, on the full and faithful performance of the terms of this lease.

5. Payment of Rent. Lessee agrees to pay the rent to Lessor for the first year’s rent, in full, upon the Lessee’s execution of the lease. Lessee agrees to pay the rent for the second year of the lease, in full, one year from the date of the initial execution of the lease.

6. Assignment and Subletting. This lease is non-assignable without the written consent of Lessor. Lessee shall not sublet the premises or the adjacent tract of land, or any part thereof, without the written consent of the Lessor.

Lessee plans to lease the property at 304 Poplar Street for use as a business office. Lessor is aware of the potential for this lease, and approves of this potential agreement as long as any potential lessor of 304 Poplar Street abides by this Agreement in the same way as Lessee. Lessee agrees to provide a copy of any lease agreement for 304 Poplar Street to Lessor. Both Lessee and any lessor of 304 Poplar Street shall name Lessor as an additional insured for use of the premises and/or adjacent tract of land, and both Lessee and any lessor of 304 Poplar Street shall indemnify and hold harmless Lessor throughout the terms of any lease at the premises and/or adjacent tract of land.

7. Use and Occupancy. The premises shall be used and occupied by Lessee and/or the lessor of 304 Poplar Street exclusively as a parking lot for the vehicles of: (1) customers who patronize; (2) employees who work in; (3) deliverymen who make deliveries to; and

(4) other persons who have lawful business to conduct at, 304 Poplar Street that the Lessee intends to lease on the adjacent tract of land.

Before allowing any vehicles to park on the premises, the Lessee shall do the following things:

(1) lay rock on the premises to a depth, and of a size, ordinary and usual for a parking lot for vehicles, in order to prevent the surface of the parking lot from becoming excessively rutted, dusty, or muddy; and

(2) erect barriers along the east, south, and west sides of the premises, which barriers shall prevent vehicles from either entering or exiting the premises by any course other than over the adjacent tract of land.

The Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises, and the sidewalks connected thereto, during the term of this Lease.

8. Utilities. No utility services now serve any portion of the premises. If the Lessee should install lighting for customers or employees on the premises (after having obtained the Lessor's written consent thereto, in accordance with the procedure described in the paragraph below for Alterations and Improvements), the Lessee shall apply to the Lessor for a hookup for electric service and shall pay the usual fee therefor, and, after having obtained electric service to the premises, the Lessee shall be solely responsible for timely paying the monthly electric bills that it receives from the Lessor.

9. Condition of Premises. Lessee stipulates that Lessee has examined the premises, including the grounds and all buildings and improvements, and that they are, at the time of execution of this Lease, in good order, repair, and a safe, clean, and commercially usable condition.

10. Destruction of Premises. In the case of the partial destruction of the premises by fire, accident, or the elements, so as to render it or any portion of it commercially unusable, a pro-rata portion of the rent shall be remitted or returned to Lessee until such time as the premises are again commercially usable.

11. Inspection of Premises. The Lessor is granted permission, at all reasonable times, to enter upon the premises hereby rented, for the purpose of inspection of the premises and making any necessary repairs to the premises or any part thereof.

12. Maintenance and Repairs. Lessee shall keep and maintain the premises in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall make all required maintenance and repairs, at Lessee's sole expense, including, but not limited to the following:

(a) To keep the premises clean, neat and sanitary as the condition of same permits, and to mow and trim any grass that grows on the premises.

(b) To remove from the premises all rubbish, garbage, and other waste, in a clean and sanitary manner.

(c) Properly to use and operate all electrical, gas, and plumbing fixtures (if any are hereafter installed on the premises) and to keep them as clean and sanitary as their condition permits.

(d) Not to allow any person on the premises willfully or wantonly to destroy, deface, damage, impair, or remove any part of the premises or the barriers to be constructed on the east, south, and west sides of the premises, and *not* to do any such thing himself.

(e) To add rock to the surface of the parking lot, and to make all repairs necessary to the premises, to maintain the premises in a safe and usable condition.

No duty on the part of Lessor, with respect to repairs for any reason, shall arise under this section.

13. Care of Premises. Lessee agrees to commit no act of waste, and further agrees to take good care of the premises and the fixtures thereon. Lessee shall, in the use and occupancy of the rented premises, conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments. All improvements made by Lessee to the premises, which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of the Lessor upon installation. No later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of the Lessor, repair all injury done or in connection with installation or removal of such property and improvements, and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear excepted. All property of the Lessee remaining on the premises after the last day of the term of this Lease shall be deemed abandoned and may be removed by the Lessor, and Lessee shall reimburse Lessor for cost of such removal. Lessee shall be responsible for any damages to the property caused by Lessee, any lessor of 304 Poplar Street, Lessee's agents, employees, visitors or licensees.

14. Alterations and Improvements. Lessee shall make no alterations to the premises or construct any buildings or make other improvements on the premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the premises at the expiration or earlier termination of this Lease.

15. Remedies on Default. If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any rent default within seven (7) days, or other default within fourteen (14) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such period if Lessee does not commence

such curing within such fourteen (14) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this lease. Upon termination of this lease, Lessee and any lessor of 304 Poplar Street shall quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided.

16. Deficiency. If in any case where Lessor has recovered possession of the premises by any reason of Lessee's default, Lessor may, at Lessor's option, occupy the premises or cause the premises to be altered or divided, and otherwise changed or prepared for reletting, and may relet the premises or any part as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time, or subsequent to the original expiration date of this Lease, and the Lessor shall receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred (including the Lessor's reasonable attorney's fees) in connection with the recovery of possession, altering or dividing the premises or otherwise changing and reletting them. Rent shall then be applied to the payment of other damages suffered by the Lessor because of the Lessee's default. Lessee agrees, in any such case, whether or not Lessor has relet, to pay Lessor damages equal to the rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, the same being payable by Lessee on the several rent days above specified. No reletting shall constitute a surrender and acceptance or be deemed evidence thereof.

17. Holding Over. The parties agree that any holding over by Lessee, or any lessor of 304 Poplar Street, under this agreement, without Lessor's written consent, shall be a tenancy at will which may be terminated by Lessor on ten (10) days' notice in writing thereof.

18. Termination. If Lessee breaches this Lease, Lessor may terminate this lease in accord with provisions stated herein.

19. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by certified mail, sent, if to the Lessee, to the address of the premises listed in paragraph 1 above, or, if to the Lessor, to the Lessor's address set forth in the introductory paragraph above; or, to either at such other address as Lessee or Lessor respectively may designate in writing. Notice shall be deemed to have been given if delivered personally, on delivery thereof, and if by certified mail, on the day immediately following the mailing thereof (unless no mail delivery occurred on that following day, in which case the notice shall be deemed to have been given on the day that mail delivery next occurs).

20. Indemnification and Comprehensive General Liability Insurance. Lessee shall obtain, from an established and reputable insurer, a policy of commercial general liability insurance on the premises – with a limit of at least One Million Dollars (\$1,000,000) – that names Lessor as an additional insured. Any lessor of 304 Poplar Street shall obtain, from an established and reputable insurer, a policy of commercial general liability insurance on the premises – with a limit of at least One Million Dollars (\$1,000,000) – that names Lessor and Lessee as additional insureds. All insurance policies shall be non-cancellable unless the insurer gives the additional insured parties at least thirty (30) days' notice of an impending cancellation. The Lessee shall deliver to the Lessor the Lessee's insurer's certificate of such liability

insurance, showing that the Lessor has been named as an additional insured on that policy of liability insurance. Any lessor of 304 Poplar Street shall deliver to the Lessor and the Lessee's the insurer's certificate of such liability insurance, showing that the Lessor and Lessee have been named as an additional insured on that policy of liability insurance.

Except to the extent, if any, that indemnity is provided by insurance, Lessee agrees to indemnify and save harmless Lessor from and against all claims of whatever nature arising from the negligent acts or omissions or willful misconduct of Lessee, or Lessee's agents, servants or employees on or about the premises and/or the adjacent tract of land. This indemnity and hold harmless agreement shall include indemnity against all loss, costs, fees (including attorneys' fees), expenses and liabilities in connection with any such claim or proceeding brought thereon or in the defense thereof.

Except to the extent, if any, that indemnity is provided by insurance, Lessee agrees to indemnify and save harmless Lessor from and against all claims of whatever nature arising from the negligent acts or omissions or willful misconduct of any lessor of 304 Poplar Street, or any agents, servants or employees of any lessor of 304 Poplar Street on or about the premises and/or the adjacent tract of land. This indemnity and hold harmless agreement shall include indemnity against all loss, costs, fees (including attorneys' fees), expenses and liabilities in connection with any such claim or proceeding brought thereon or in the defense thereof.

21. Liability. Lessor shall not be liable for any injuries or damages to Lessee, and/or any of Lessee's agents, invitees, visitors, guests, or other persons who from time to time may be upon the premises, except to the extent that such injuries or damages are caused by the direct negligence or other tortious act or omission of the Lessor.

22. Mechanic's Liens. The Lessee shall not permit any mechanic's liens to be placed upon the premises.

23. No Other Representations. No representations or promises shall be binding upon the parties hereto except those representations and promises contained in this agreement, the attachments thereto, and in the Lessee's application (if any) to the Lessor for rental of the premises.

24. Quiet Enjoyment. Lessor covenants that Lessee shall peaceably have, hold and enjoy the premises for the term herein mentioned, subject to the provisions of this Lease.

25. Applicability to Heirs and Assigns. Provisions of this Lease shall apply to, bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives and assigns.

26. Cost of Enforcement. Lessee agrees that Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorney's fees, incurred by the Lessor in the enforcement of the terms of this lease.

27. Cleaning Fee. A reasonable maintenance fee will be charged if the Lessee does not return the premises to the Lessor in good condition (with consideration for normal wear and tear).

28. Hauling Fee. Lessee will be charged a reasonable hauling fee per load for any items left on the premises, when the Lessee returns the premises to Lessor, that must be hauled away.

29. Time of Essence. Time is of the essence of this lease.

30. Governing Law. This lease and terms hereof shall be governed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the said parties have duly executed this lease

on \_\_\_\_\_, 2020.

LESSOR:

City of Highland, Illinois,

By: \_\_\_\_\_  
Mark Latham, City Manager

LESSEE:

Poplar Prospects LLC

By: \_\_\_\_\_  
Aaron Schuster and/or Kendra Schuster



City of Highland  
Building and Zoning

September 15, 2020

To: Mark Latham, City Manager

From: Breann Speraneo, Director of Community Development

**RE: 1201 Broadway**

I recommend publishing a Notice of Municipal Letting for the demolition of 1201 Broadway.

The City of Highland owns this property and plans to use the lot as a public parking lot. Asbestos abatement has been performed, so the next step in this project is demolishing the home and detached garage.

**City of Highland, Illinois**

Department of Community Development  
Building and Zoning Division



**DEMOLITION OF STRUCTURES  
1201 Broadway, Highland, IL  
BZ-11-20**

**Bid Opening: 10:00 a.m., Monday, October 12, 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.***



## Table of Contents

BID FORM.....	2
CONTRACT ADMINISTRATION.....	4
INVITATION.....	4
REQUIRED DOCUMENTS.....	4
BID SECURITY.....	4
INSURANCE.....	5
BASIS FOR BID.....	5
BASIS FOR CONTRACT AWARD.....	6
BASIS OF PAYMENT.....	6
SPECIFICATIONS.....	7
DESCRIPTION.....	7
EXAMINATION OF THE SITE.....	7
SAFETY AND HEALTH.....	7
SAFETY AND PROTECTION.....	7
DUST CONTROL.....	8
REMOVAL OF STRUCTURES.....	8
ASBESTOS REMEDIATION COORDINATION.....	9
BACKFILLING OF LOT.....	9
PROTECTION OF PROPERTY.....	9
UTILITIES.....	9
EROSION CONTROL.....	10
OFF-SITE DISPOSAL.....	10
PERMITS.....	10
PROJECT ACCESS.....	10
PHOTOS.....	11
EMPLOYMENT REQUIREMENTS AND WAGE RATES.....	13

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

1201 Broadway \$ \_\_\_\_\_

**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, October 12, 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 Monday, October 19, 2020 for consideration. If there are any questions concerning this solicitation, please contact Ms. Kim Kilcauski, Administrative Assistant, at (618) 654-7115 or highlandzoning@highlandil.gov.

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. Personal or business checks will not be accepted. The City will consider no bid unless accompanied by the required security.



### **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 1201 Broadway 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. To arrange a walkthrough of the structures, please contact Ms. Kim Kilcauski, Administrative Assistant, at (618) 654-7115 or highlandzoning@highlandil.gov.

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.

Trees on the property will be removed prior to demolition. The CONTRACTOR shall remove the stumps.



## **ASBESTOS REMEDIATION COORDINATION**

Asbestos abatement of regulated ACM (RACM) has been performed. Non-regulated ACM includes the following: 9" x 9" floor tile, 9" x 9" floor tile mastic, and black roof. It is the responsibility of the CONTRACTOR to ensure compliance with all applicable statutes in the removal of this additional asbestos.

## **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 Zschokke Street and Broadway.

The asphalt parking lot to the east of the property is not City-owned and may not be used.

**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 9/2/2020

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	7.25	18.68	0.00	0.80	
ASBESTOS ABT-GEN	SE	ALL		32.77	33.27	1.5	1.5	2.0	2.0	8.45	15.90	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		34.38	36.44	1.5	1.5	2.0	2.0	9.50	14.35	0.00	0.88	
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		35.55	36.55	1.5	1.5	2.0	2.0	10.15	15.50	0.00	0.50	
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	7.25	18.68	0.00	0.80	
LABORER	SE	ALL		32.27	32.77	1.5	1.5	2.0	2.0	8.45	15.90	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	39.85	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	2	38.72	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	3	34.24	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	4	34.30	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	5	33.97	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	6	42.40	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	7	42.70	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	8	42.98	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	BLD	9	40.85	42.85	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	1	38.35	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	2	37.22	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	3	32.74	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	4	32.80	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	5	32.47	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	6	40.90	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	7	41.20	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	8	41.48	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
OPERATING ENGINEER	All	HWY	9	39.35	41.35	1.5	1.5	2.0	2.0	13.55	18.65	0.00	1.25	
PAINTER	All	BLD		31.95	33.45	1.5	1.5	2.0	2.0	6.45	12.42	0.00	0.70	
PAINTER	All	HWY		33.15	34.65	1.5	1.5	2.0	2.0	6.45	12.42	0.00	0.70	
PAINTER OVER 30 FT.	All	BLD		32.95	34.45	1.5	1.5	2.0	2.0	6.45	12.42	0.00	0.70	
PAINTER PWR EQMT	All	BLD		32.95	34.45	1.5	1.5	2.0	2.0	6.45	12.42	0.00	0.70	
PAINTER PWR EQMT	All	HWY		34.15	35.65	1.5	1.5	2.0	2.0	6.45	12.42	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		34.00	35.50	1.5	1.5	2.0	2.0	10.15	10.55	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		40.00	42.50	1.5	1.5	2.0	2.0	8.20	8.40	0.00	1.20	
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		36.57	38.07	1.5	1.5	2.0	2.0	10.65	9.29	2.19	0.71	1.76
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 / Sate / 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

**City of Highland, Illinois**

**Notice of Municipal Letting**

**DEMOLITION OF STRUCTURES**

**1201 Broadway**

**BZ-11-20**

The City of Highland, Illinois invites sealed bids for demolition of structures until 10:00 a.m., Monday, October 12, 2020. Bids are publicly opened and read at that time.

This project includes the demolition of the structures and restoration of the grounds at 1201 Broadway 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](mailto:highlandzoning@highlandil.gov).

By the order of the Mayor and City Council

Mark Latham, City Manager

- 
- Publish in The Pioneer's September 23, 2020 & September 30, 2020 editions.
  - Publish in the Troy Times-Tribune's September 24, 2020 and October 1, 2020 editions.



# City of Highland Police Department

Christopher J. Conrad, Chief of Police

**To:** Honorable Mayor Michaelis, City Council and City Manager Latham

**From:** Chief Conrad, Public Safety Director

**Date:** September 18, 2020

**Re:** Bid awards for the Combined Public Safety Building

---

As per our NOML documents approved by Council on August 3, 2020, the City of Highland opened subcontractor bids for Mechanical, Electrical, Plumbing and Fire Suppression on September 8<sup>th</sup>, 2020 and General Contractor bids on September 14<sup>th</sup>, 2020. We had multiple bids for all NOML's (except fire suppression that only had one bid) making the process very competitive.

As you may remember, we wanted to make sure we had options within our budget so the NOML's were sent out with several alternates.

- Base bid consisted of just the police and EMS departments with no interior storage or garage space for police. This option would require the construction of a detached storage structure that was not part of the base bid (additional cost).
- Alternate bid 1 consisted of adding in 8 bays of police garage space and an on-site workout/defensive tactics training room.
- Alternate bid 2 consisted of adding 2 additional double-bays for the fire department. Double-bays meaning the staging of up to 4 apparatus.
- Alternate bid 3 consisted of removing a metal skin from the exterior of the building and replacing it with a less expensive product that will require some maintenance.
- Alternate bid 4 consisted of substituting the steel trusses with wood. This option was not a substantial savings in any bids and therefore has not been considered by staff for consideration.

In consultation with our architect and legal counsel, we were advised to evaluate the bids based upon either the base bid price for each NOML or the total price bid for all alternates. While we chose to evaluate based upon the base bid price, we note that even taking the alternates ala carte or using the total price bid for all alternates did not change the low bidder for any of the NOML's. However in a testament to how competitive the bids for this project were, depending upon the evaluation method used, successive bidders would have changed rankings. The tightness in pricing makes us feel confident that we have gotten very good pricing for this project.

**General Construction Bid PD-05-20:** The low bidder for the General Contractor NOML was **S.M. Wilson Construction** with a base bid of \$4,635,000.00. S.M. Wilson is a general contractor based out of St. Louis with offices in Granite City. Notable prior projects include the Maplewood, MO Fire Department, City of Frontenac, MO Public Services Building and the Mascoutah, IL High School. In conducting our due diligence in speaking with the Director of Facilities from Mascoutah and the Building Commissioner of Frontenac, both spoke very highly of the company and stated they would not hesitate to hire S.M. Wilson on future projects.

Staff recommends awarding bid PD-05-20 to S.M. Wilson & CO. as low bidder.

**Mechanical Construction Bid PD-06-20:** The low bidder for the mechanical construction NOML was **Langhauser Sheet Metal** of Highland at \$539,440.00. Langhauser Sheet Metal has been an approved vendor for the City of Highland for many years and has bountiful experience in commercial construction projects.

Staff recommends awarding bid PD-06-20 to Langhauser Sheet Metal as low bidder.

**Plumbing Construction Bid PD-07-20:** The low bidder for plumbing construction that was inclusive of all elements and addendums was **Bergman Roscow Plumbing** of Belleville at \$229,680.00. The City of Highland does not have a history of work with Bergman Roscow, so our due diligence consisted of contacting general contractors who have worked with them in the past and they come highly recommended.

Staff recommends awarding bid PD-07-20 to Bergman Roscow as low bidder.

**Electrical Construction Bid PD-08-20:** The low bidder for the electrical components and work was **MC Electric** of Red Bud at \$624,800.00. The City of Highland does not have a history of work with MC Electric, so our due diligence consisted of contacting general contractors who have worked with them in the past and they come highly recommended.

Staff recommends awarding bid PD-08-20 to MC Electric as low bidder.

**Fire Suppression System BID PD-09-20:** The sole bidder for the fire suppression system was **Kane Fire Protection** of East Alton, IL at \$84,500.00. Kane has done prior work with local contractors and our architect in the past and have come recommended.

Staff recommends awarding bid PD-09-20 to Kane Fire Protection as sole bidder.

## FINANCIAL DISCUSSION

The remaining amount of the debt certificates issued last February is estimated to be \$6.4 million for this project after the FS1 renovation. In addition to these funds, the police department reserves sit at approximately \$1.3 million after having been reimbursed approximately \$600,000.00 from the debt certificate proceeds for architectural and engineering fees associated with both the FS1 and PSB projects. This amount is obviously higher than normal and equates approximately 45% of our annual budget.

In staff discussions, we were very pleased with the pricing and square footage costs of the PSB project bids. It is our opinion that we will never be able to construct the square footage for the cost associated with these bids in the future. Costing breakdown to construct both alternate bids is as follows:

- Base bid Construction: \$4,635,000
  - Alternate 1: \$216,000
  - Alternate 2: \$257,000
  - Alternate 3: (\$225,000)
  - Bond/Assign: \$36,724
  - Total: \$4,919,724.00
- Sub Contractors
  - Total: \$1,574,962.00
- Total Project: \$6,494,686.00 (Not including FFE)

Under this scenario we construct both alternates to include the PD garage bays and the FD apparatus bays. This will complete the design of the structure and will provide our emergency services with the designed capacity to allow for doubling of all services in the future. There would be no need for a separate structure as we would retain current Fire Station 2 as indoor overflow storage for all Public Safety services.

This puts construction at the top end of the current funds in the BDT account. Staff proposes to use PD reserve funds to pay for the FFE costs, expenses that can be reimbursed from the BDT revenues in the future. The BDT collects approx \$100,000 a year over the required payments on the debt certificates. That was by design for scenarios such as this proposal.

We also intend to work with the low bidders and attempt to value engineer the project to allow for the dropping of alternate 3 and putting the aluminum material on the exterior of the structure. This would be a maintenance free option and would be more aesthetically pleasing. This is a similar material to the exterior of Tri-Ford, Inc. As you may remember our intended total budget was \$7.1 million, and we believe we can still accomplish that goal with the proposals submitted.



**NEW PUBLIC SAFETY BUILDING  
FOR  
CITY OF HIGHLAND**

**S.M. WILSON – General Construction**

Base Bid.....	\$4,635,000
Alternate Bid No.1.....	216,000
Alternate Bid No. 2.....	257,000
Alternate Bid No. 3.....	-225,000
Alternate Bid No. 4 – not accepted .....	0
Bond – Sub Contractors.....	9,950
Assignment fee – 1.7% .....	<u>26,774</u>
<b>G. C. Total.....</b>	<b><u>\$4,919,724</u></b>

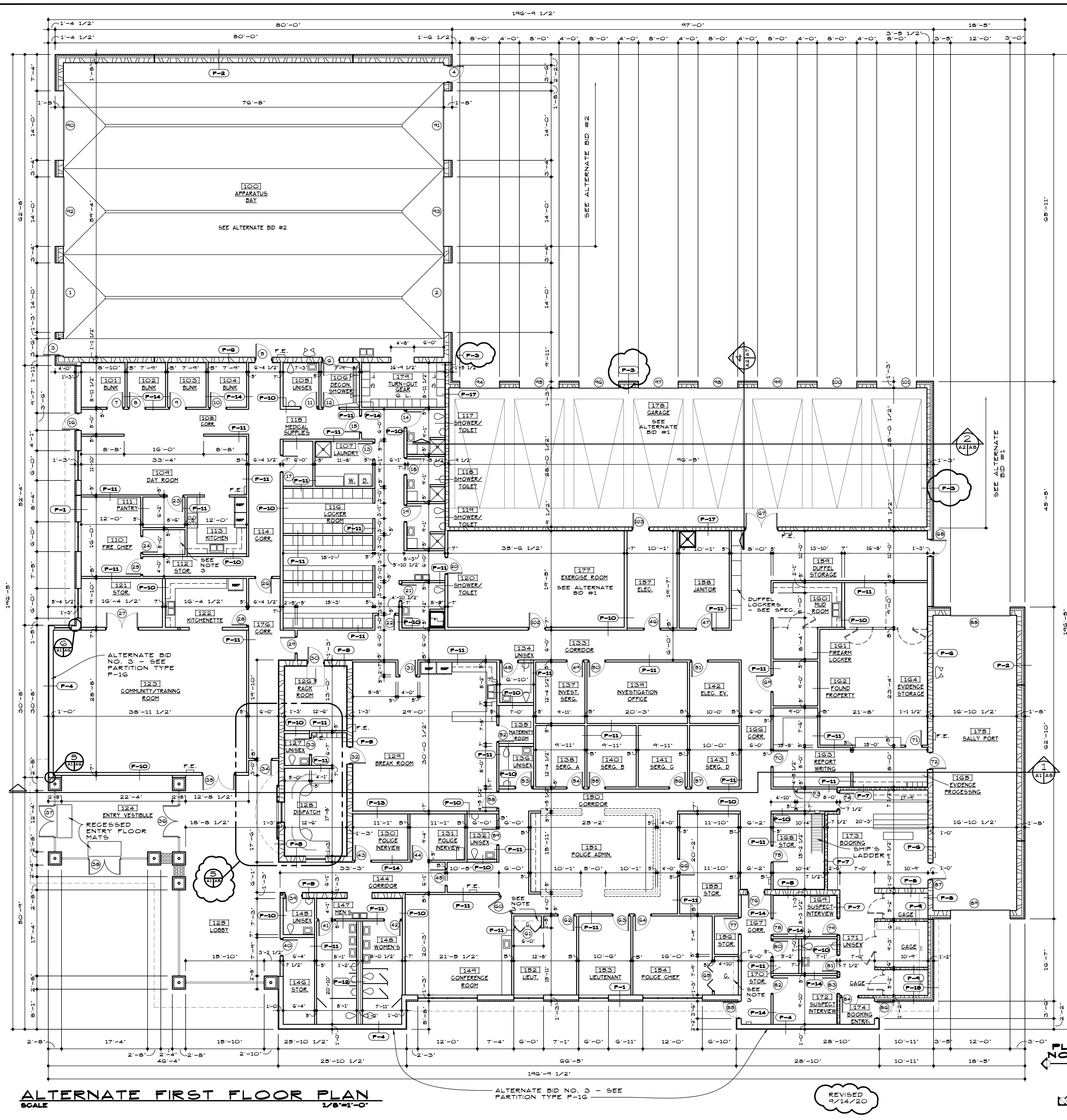
**LANGHAUSER – Mechanical.....** \$550,802

**BERGMAN ROSCOW – Plumbing.....** \$266,159

**MC - Electric.....** \$654,501

**KANE – Fire .....** \$103,500

**Total Project.....** **\$6,494,686**



### ROOM FINISH SCHEDULE

NO.	NAME	W A L L S				FLOOR	BASE	CEILING	REMARKS
		NORTH	SOUTH	EAST	WEST				
100	APPARATUS BAY	CMU	CMU	CMU	CMU	CONC.	N/A	METAL	PREFINISHED LINER PANELS
101	BUNK	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
102	BUNK	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
103	BUNK	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
104	BUNK	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
105	UNISEX TOILET	VP	VP	VP	VP	LVT	P.E.	VP	
106	DECON SHOWER	VP	VP	VP	VP	PE	P.E.	VP	
107	LAUNDRY	VP	VP	VP	VP	PE	P.E.	ACT	
108	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
109	DAY ROOM	VP	VP	VP	VP	LVT	RUB.	ACT	
110	FIRE CHIEF	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
111	PANTRY	VP	VP	VP	VP	LVT	RUB.	ACT	
112	STORAGE	VP	VP	VP	VP	LVT	RUB.	VP	
113	KITCHEN	VP	VP	VP	VP	LVT	RUB.	VP	
114	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
115	MEDICAL SUPPLIES	VP	VP	VP	VP	LVT	RUB.	ACT	
116	LOCKER ROOM	VP	VP	VP	VP	PE	P.E.	VP	
117	SHOWER/TOILET	VP	VP	VP	VP	PE	P.E.	VP	
118	SHOWER/TOILET	VP	VP	VP	VP	PE	P.E.	VP	
119	SHOWER/TOILET	VP	VP	VP	VP	PE	P.E.	VP	
120	SHOWER/TOILET	VP	VP	VP	VP	PE	P.E.	VP	
121	STORAGE	VP	VP	VP	VP	LVT	RUB.	ACT	
122	KITCHENETTE	VP	VP	VP	VP	LVT	RUB.	VP	
123	COMMUNITY ROOM	VP	VP	VP	VP	CARPET TILE	RUB.	ACT/VP	
124	ENTRY/VESTIBULE	VP	VP	VP	VP	RADIAL	RUB.	ACM	METAL COVERED METAL BEAMS
125	LOBBY	VP	VP	VP	VP	LVT	RUB.	ACM	METAL COVERED METAL BEAMS
126	RACK ROOM	CMU	CMU	CMU	CMU	KICKER	RUB.	N/A	
127	UNISEX TOILET	VP	VP	VP	VP	PE	RUB.	VP	
128	DISPATCHER	VP	VP	VP	VP	LVT	RUB.	VP	
129	BREAK ROOM	VP	VP	VP	VP	LVT	RUB.	ACT	
130	POLICE INTERVIEW	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
131	POLICE INTERVIEW	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
132	UNISEX TOILET	VP	VP	VP	VP	PE	P.E.	VP	
133	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
134	UNISEX TOILET	VP	VP	VP	VP	PE	P.E.	VP	
135	MATERNITY ROOM	VP	VP	VP	VP	CARPET	RUB.	ACT	
136	UNISEX TOILET	VP	VP	VP	VP	PE	P.E.	VP	
137	INVEST. SERGEANT	VP	VP	VP	VP	LVT	RUB.	ACT	
138	SERGEANT A	VP	VP	VP	VP	LVT	RUB.	ACT	
139	INVESTIGATION OFFICE	VP	VP	VP	VP	LVT	RUB.	ACT	
140	SERGEANT B	VP	VP	VP	VP	LVT	RUB.	ACT	
141	SERGEANT C	VP	VP	VP	VP	LVT	RUB.	ACT	
142	ELEC. EVIDENCE	VP	VP	VP	VP	LVT	RUB.	ACT	
143	SERGEANT D	VP	VP	VP	VP	LVT	RUB.	ACT	
144	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
145	UNISEX TOILET	VP	VP	VP	VP	PE	P.E.	VP	
146	STORAGE	VP	VP	VP	VP	LVT	RUB.	VP	
147	MEN'S TOILET	VP	VP	VP	VP	PE	P.E.	VP	
148	WOMEN'S TOILET	VP	VP	VP	VP	PE	P.E.	VP	
149	CONFERENCE ROOM	VP	VP	VP	VP	CARPET TILE	RUB.	ACT/VP	
150	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
151	POLICE ADMIN.	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
152	LIEUTENANT	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
153	LIEUTENANT	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
154	POLICE CHIEF	VP	VP	VP	VP	CARPET TILE	RUB.	ACT	
155	STORAGE	VP	VP	VP	VP	LVT	RUB.	ACT	
156	STORAGE	VP	VP	VP	VP	LVT	RUB.	ACT	
157	ELEC. EQUIPMENT	VP	VP	VP	VP	CONC.	RUB.	ACT	
158	JANITOR	VP	VP	VP	VP	CONC.	RUB.	ACT	
159	DUFFEL STORAGE	VP	VP	VP	VP	LVT	RUB.	ACT	
160	MUD ROOM	VP	VP	VP	VP	PE	P.E.	ACT	
161	FIREARM LOCKER	VP	VP	VP	VP	PE	P.E.	ACT	
162	FOUND PROPERTY	VP	VP	VP	VP	LVT	RUB.	ACT	
163	REPORT WRITING	VP	VP	VP	VP	LVT	RUB.	ACT	
164	EVIDENCE STORAGE	VP	VP	VP	VP	LVT	RUB.	SEC. METAL	
165	EVIDENCE PROCESS.	VP	VP	VP	VP	PE	RUB.	SEC. METAL	
166	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
167	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
168	STORAGE	VP	VP	VP	VP	CONC.	RUB.	SEC. METAL	
169	SUSPECT INTERVIEW	VP	VP	VP	VP	PE	P.E.	SEC. METAL	
170	STORAGE	VP	VP	VP	VP	LVT	RUB.	SEC. METAL	
171	UNISEX TOILET	VP	VP	VP	VP	PE	P.E.	SEC. METAL	
172	SUSPECT INTERVIEW	VP	VP	VP	VP	PE	P.E.	SEC. METAL	
173	BOOKING	CMU	CMU	CMU	CMU	PE	P.E.	SEC. METAL	
174	BOOKING ENTRY	CMU	CMU	CMU	CMU	PE	P.E.	SEC. METAL	
175	SALLY PORT	CMU	CMU	CMU	CMU	CONC.	N/A	METAL	PREFINISHED LINER PANELS
176	CORRIDOR	VP	VP	VP	VP	LVT	RUB.	ACT	
177	EXERCISE RM +	VP	VP	VP	VP	RUB	P.E.	ACT	
178	GARAGE +	CMU	CMU	CMU	CMU	CONC.	N/A	METAL	PREFINISHED LINER PANELS
179	TURN-OUT GEAR	VP	VP	VP	VP	PE	P.E.	ACT	

NOTE:  
 \* - BOOKING AREA INCLUDES THE 3 CAGES.  
 + - REFER TO ALTERNATE BID NO. 1

### LEGEND

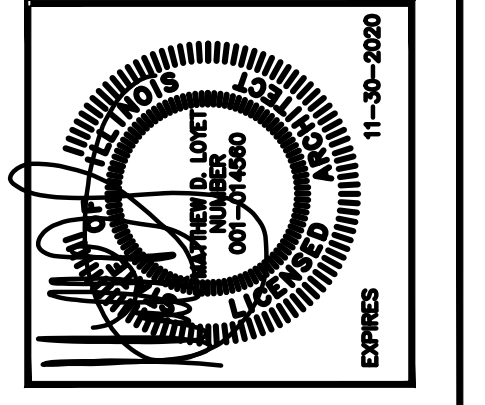
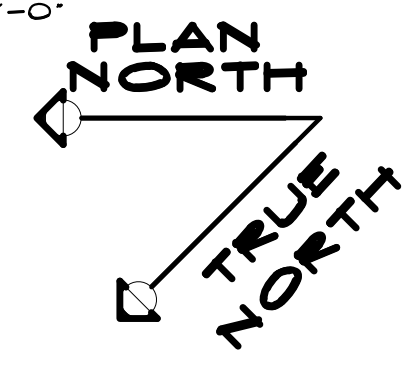
- - EPOXY PAINT
- ACT - SUSPENDED ACOUSTICAL TILE
- CONC. - CONCRETE
- VP - VENEER PLASTER
- LVT - LUXURY VINYL TILE
- CMU - CONCRETE MASONRY UNIT
- P.E. - POURED EPOXY W/ 4" EPOXY BASE
- SEC. METAL - SECURE METAL CEILING
- RUB. - RUBBER BASE
- ACM - ALUMINUM COMPOSITE MATERIAL
- RUB ① - RUBBER ATHLETIC FLOORING

- ### NOTES:
- IF ROOMS ARE NOT NUMBERED THEY WILL NOT BE SHOWN ON ROOM FINISH SCHEDULE. SUCH AREAS SHALL RECEIVE V. P. WALLS, ACOUSTICAL TILE CEILINGS.
  - SOUND INSULATION TYPICAL AT ALL INTERIOR METAL STUD WALLS. LAY INSULATION ON SUSPENDED CEILING 24" WIDE ON BOTH SIDES OF WALL. ROOMS 169, 172, 130, + 131 LAY INSULATION ON ENTIRE CEILING.
  - FOR ALL OFFICE CLOSETS PROVIDE PAINT GRADE 16" WIDE PLYWOOD SHELF W/ STAINLESS STEEL WARDROBE ROD + PAINT SHELF.
  - ALL COUNTERTOPS, WINDOW SILLS, + COUNTERS TO BE 'CORIAN' SOLID SURFACE.

**ALTERNATE FIRST FLOOR PLAN**  
 SCALE 1/8"=1'-0"

ALTERNATE BID NO. 3 - SEE PARTITION TYPE P-16

REVISED 9/14/20



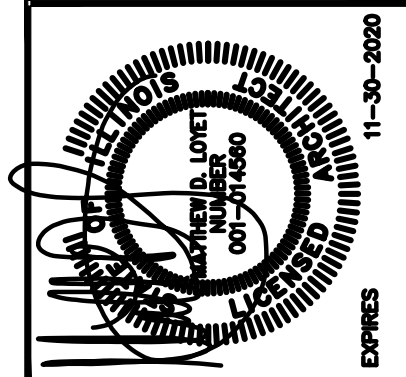
**NEW PUBLIC SAFETY BUILDING**  
 CITY OF HIGHLAND  
 1115 BROADWAY  
 HIGHLAND, IL 62249

502 WALNUT STREET  
 HIGHLAND, IL 62249  
 PH. 618-654-2328  
 FAX 618-654-3823

**Loyal ARCHITECTS**

SHEET NO.  
**A-2**  
 JOB NO. 1520  
 DATE: 8/3/20





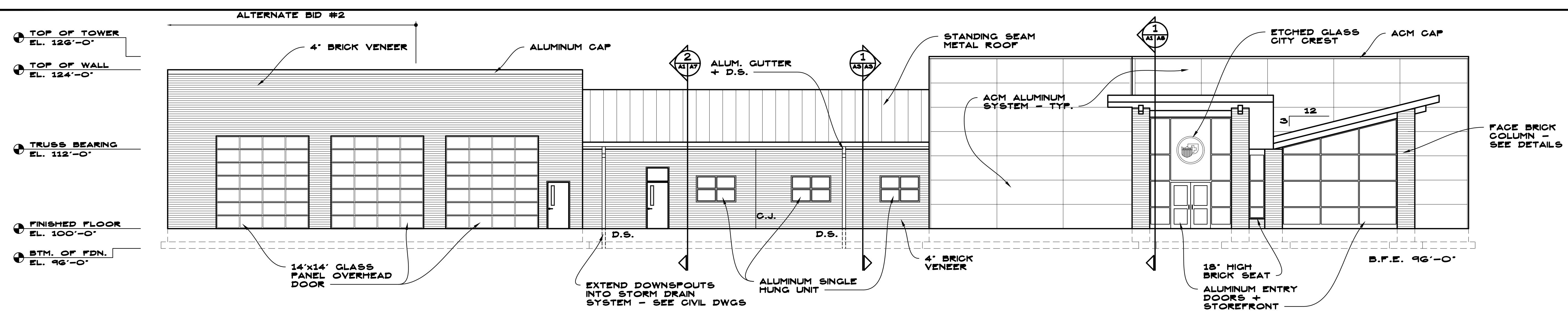
NEW PUBLIC SAFETY BUILDING  
 CITY OF HIGHLAND  
 1115 BROADWAY  
 HIGHLAND, IL 62249

502 WALNUT STREET  
 HIGHLAND, IL 62249  
 PH. 618-654-2328  
 FAX 618-654-3823

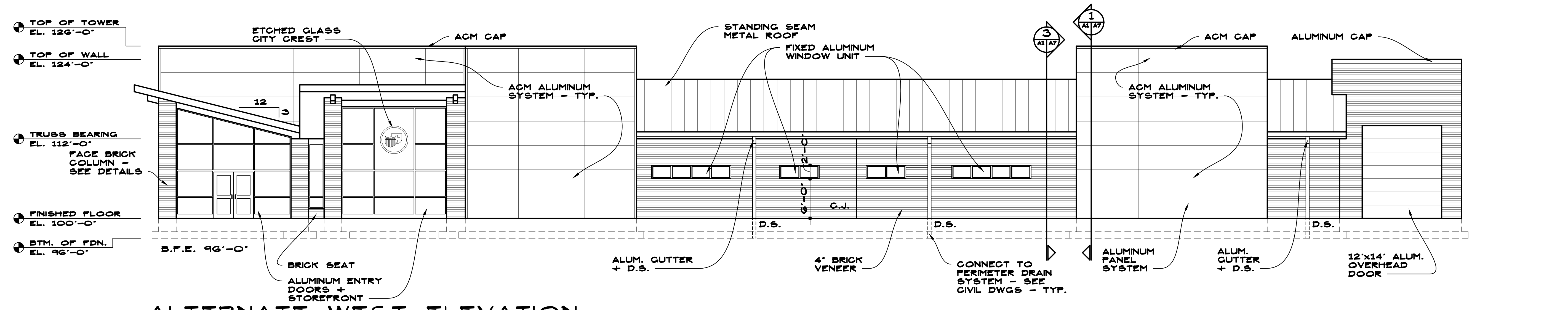
**Loyet**  
 ARCHITECTS

SHEET NO.  
**A-4**

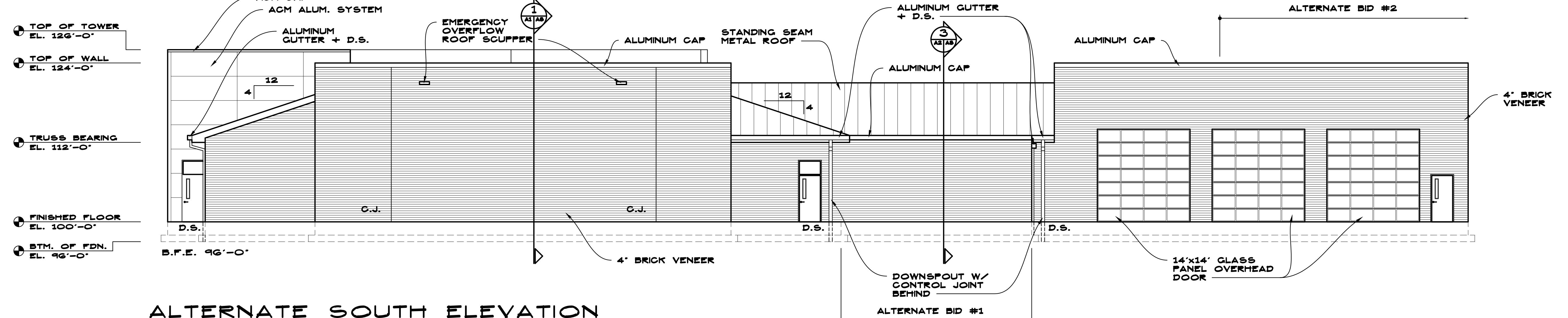
JOB NO. 1520  
 DATE: 8/3/20



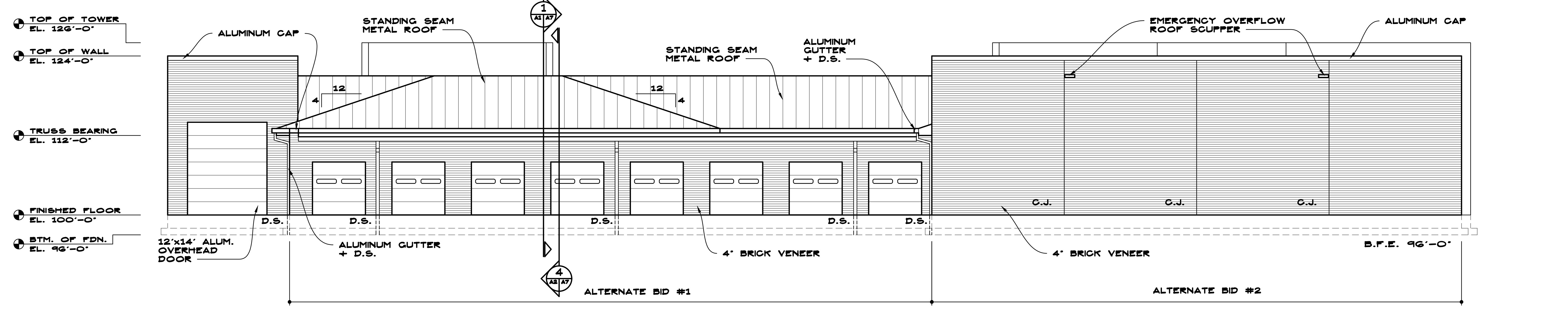
**ALTERNATE NORTH ELEVATION**  
 SCALE 1/8"=1'-0"



**ALTERNATE WEST ELEVATION**  
 SCALE 1/8"=1'-0"



**ALTERNATE SOUTH ELEVATION**  
 SCALE 1/8"=1'-0"



**ALTERNATE EAST ELEVATION**  
 SCALE 1/8"=1'-0"

**ALTERNATE NO. 3**  
 SUBSTITUTE EIFS IN LIEU OF  
 ALUMINUM PANEL SYSTEM -  
 RECESSED 'V' GROOVE PATTERN  
 SHALL REMAIN THE SAME

**ELEVATIONS OF ALTERNATE BIDS INCLUDING NO. 1 + NO. 2**

**BID TABULATIONS - GENERAL CONTRACTOR PD-05-20**

**DAVID A. LOYET & ASSOC., INC., ARCHITECTS  
 HIGHLAND, ILLINOIS  
 PROJECT NO. 1820  
 BIDS DUE: SEPT. 14TH, 2020 @ 2:00 PM**

**NEW PUBLIC SAFETY BUILDING  
 HIGHLAND, IL.**

CONTRACTOR	BID SECURITY	Non Del. Tax	Cert. of Comp	Substance Abuse	ADD 1,2,3,4	BASE BID	ALT. NO.1	ALT. NO.2	ALT. NO.3	ALT. NO.4	COMP DAYS	BOND COST
<b>R.W. BOEKER</b>	Bond	Y	Y	Y	1,2,3,4	4,813,000	228,000	269,000	-23,400	-49,000	395	35,000
<b>HANKINS</b>	Bond	Y	Y	Y	1,2,3,4	5,485,000	249,000	379,000	-160,000	-59,000	365	1.2% of sub contractors
<b>ICS</b>	Bond	Y	Y	Y	1,2,3,4	4,676,000	195,000	311,000	197,000	41,000	315	9,100 +3.5%
<b>L.KEELEY</b>	Bond	Y	Y	Y	4	4,740,000	178,890	326,374	-120,157	-34,194	365	12,834 +3.5%
<b>KORTE LUITJOHAN</b>	Bond	Y	Y	Y	1,2,3,4	4,658,000	210,000	301,000	-159,000	-80,000	-	9,600 +6.35%
<b>MILLENNIUM</b>	No Bid											
<b>MORRISSEY</b>	Bond	Y	Y	Y	1,2,3,4	4,995,000	163,286	281,300	-116,300	-108,300	365	13,500 +4%
<b>PLOCHER</b>	Bond	Y	Y	Y	1,2,3,4	4,819,000	123,000	295,000	-34,000	-51,000	365	9,500 +4%











CITY OF HIGHLAND

WARRANT # 1178

September 21, 2020

---

001	General Fund	\$	62,565.84
006	TIF #1	\$	-
007	Community Development	\$	18,208.30
008	Motor Fuel Tax Fund	\$	1,528.04
009	Parks & Recreation Fund	\$	15,170.20
050	Street Bond	\$	115,311.11
101	Electric Fund	\$	64,621.88
012	Business District A	\$	290,255.15
111	Fiber To The Premise Fund	\$	180,750.28
208	Water Alt Bond Int & Red	\$	100,607.50
201	Water Fund	\$	18,299.29
301	Sewer Fund	\$	4,616.28
401	Ambulance Fund	\$	23,866.32
713	Solid Waste Fund	\$	229.80
705	Audit Fund	\$	2,700.00
309	2013 Sewer Bond Construction	\$	-
802	Payroll Account	\$	1,962.53
	<b>TOTAL WARRANT</b>	\$	<b>900,692.52</b>

---

CITY CLERK  
September 21, 2020

---

MAYOR



# Accounts Payable

## Computer Check Proof List by Vendor

User: rdixon  
 Printed: 09/18/2020 - 1:09PM  
 Batch: 00009.09.2020

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 1569 114784	4COM Inc SEPTEMBER 2020 PROGRAMMING	10,642.28	09/22/2020	Check Sequence: 1 111-111-5-390-52
	Check Total:	10,642.28		
Vendor: 126 251034	AEC Fire-Safety & Security Inc SERVICE HOLMATRO HOSE, COUPLER MALE, COUPLER FEMALE CORE	387.50	09/22/2020	Check Sequence: 2 001-014-5-360-00
	Check Total:	387.50		
Vendor: 5776 2020-0829	AEROCLAVE, LLC HIGHLAND FIRE DEPT ROOM DECONTAMINATION	15,758.00	09/22/2020	Check Sequence: 3 401-401-5-470-00
	Check Total:	15,758.00		
Vendor: 2632 9104494583	Airgas USA, LLC OXYGEN	179.75	09/22/2020	Check Sequence: 4 401-401-5-430-00
	Check Total:	179.75		
Vendor: 29 27748	Albers Fire Prot. Equipment Inc. POLICE DEPT INSPECT FIRE EXTINGUISHERS	232.75	09/22/2020	Check Sequence: 5 001-012-5-390-00
	Check Total:	232.75		
Vendor: 5654 329 385	ALBERS HEATING & AIR CONDITIONING, INC. MTN/REPAIRS TO LIEBERT 1- REPLACED FAN CYCLING PRESSURE CONTROL COMPLETED MTN ON UNITS AND CHANGED FILTERS 9/4/2020	1,079.50 647.00	09/22/2020 09/22/2020	Check Sequence: 6 111-111-5-380-00 111-111-5-380-00
	Check Total:	1,726.50		
Vendor: 772 B-19-190302 B-19-190302 1 B-20-020074	Alberternst Construction 90 Crescent View Ln-Single-Family Home Inct payt-existing subdiv 90 Crescent View Ln - Certificate of Occupancy Deposit Refund 30 Atwood Ct-Single-Family Home Inct Payt-Existing Subdiv	4,000.00 200.00 4,000.00	09/22/2020 09/22/2020 09/22/2020	Check Sequence: 7 007-007-5-390-00 001-013-5-390-83 007-007-5-390-00
	Check Total:	8,200.00		
Vendor: 60 50638244	Altec Industries Inc 8' POLE SAW HOSES FOR TRUCK 23	179.82	09/22/2020	Check Sequence: 8 101-104-5-450-00
	Check Total:	179.82		
Vendor: 4674 0797748017 S&A 1033144016 4742177616920 5983358251 7059173000 PW 7072262256920 9305822894	Ameren Illinois Utilities GAS SERVICES- HCS utilities - gas park maint shed GAS SERVICES Utilities utilities - gas KRC POLICE DEPT GAS UTILITIES	68.58 64.24 75.73 83.90 88.33 211.24 69.75	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 9 001-017-5-330-00 111-111-5-330-00 009-016-5-330-00 001-014-5-330-00 201-201-5-330-00 009-009-5-330-00 001-012-5-330-00
	Check Total:	661.77		
Vendor: 3076 288371408 288372265 4693098-00 4693098-00 4693099-00 4693099-00 4693099-00	ANIXTER, INC. 3M electrical tap 3/4x3/6' black 3M electrical tap 1.5x44' black J1092 Eye Nut 5/8" J1075 Square Washer J740Z Pin Pole Top 20" J8914 Machine Bolt 33443484 R 8' Wooden Crossmarms	70.00 108.90 337.50 144.00 223.20 148.50 1,089.50	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 10 111-111-5-470-00 111-111-5-470-00 101-104-5-430-00 101-104-5-430-00 101-104-5-430-00 101-104-5-430-00 101-104-5-430-00
	Check Total:	2,121.60		
Vendor: 195 109268 547160	Aviston Lumber Company PLYWOOD, STAR 1000HR DECK 5LB 9X3 STAR 1000HR DECK (417), 15/32 4X8 OSB- FOR HOUSE ON BWAY	84.12 295.69	09/22/2020 09/22/2020	Check Sequence: 11 401-401-5-430-00 001-013-5-390-84
	Check Total:	379.81		
Vendor: 5706 00419964	B2B INDUSTRIAL PRODUCTS LLC CENTRAL PURCHASING SUPPLIES- DISPOSABLE MASKS	166.78	09/22/2020	Check Sequence: 12 001-000-0-157-00

	Check Total:		166.78		
Vendor: 5319	BARNETT PEST SOLUTIONS				Check Sequence: 13
1593	INSPECTION AND TREATMENT	28.00		09/22/2020	101-104-5-390-00
1594	MONTHLY PEST CONTROL - CITY HALL	20.00		09/22/2020	001-011-5-390-00
1595	INSPECTION AND TREATMENT	50.00		09/22/2020	101-102-5-390-00
1596	MONTHLY PEST CONTROL- HCS	50.00		09/22/2020	111-111-5-380-00
1597	Monthly Pest Control - Aug. - Tic. # 2510 - S&A	30.00		09/22/2020	001-017-5-390-00
1598	MONTHLY PEST CONTROL - CITY HALL STORAGE	20.00		09/22/2020	001-011-5-390-00
1599	pest control for the WCC	25.00		09/22/2020	009-016-5-390-00
1600	POLICE DEPT PEST CONTROL SERVICES	25.00		09/22/2020	001-012-5-390-00
	Check Total:		248.00		
Vendor: 1260	Belleville News-Democrat				Check Sequence: 14
692468	WATER MAIN IMPROVEMENTS FY2020- NOTICE OF MUNICIPAL LETTING	390.72		09/22/2020	201-203-5-390-00
692468	AVAILABILITY OF PETITIONS- PUBLIC NOTICE	24.00		09/22/2020	001-011-5-390-00
692468	AVAILABILITY OF PETITIONS- PUBLIC NOTICE	71.04		09/22/2020	001-011-5-390-00
692468	MOTOR FUEL TAX	260.48		09/22/2020	001-017-5-390-00
	Check Total:		746.24		
Vendor: 20343	Bestone Tire of Clinton Co				Check Sequence: 15
200107678	Loader - Parts for repair	204.00		09/22/2020	001-017-5-360-00
200107678	Loader - Parts for repair	103.51		09/22/2020	301-304-5-360-00
	Check Total:		307.51		
Vendor: 2613	Border States Electric Supply				Check Sequence: 16
920396313	Zyxel 4 port router - wireless EMG2306	1,400.00		09/22/2020	111-111-5-530-00
920396313	R16695000-0002 - Potenza remote	462.50		09/22/2020	111-111-5-530-00
	Check Total:		1,862.50		
Vendor: 1291	Bound Tree Medical, LLC				Check Sequence: 17
83736146	EMS SUPPLIES	246.60		09/22/2020	401-401-5-430-00
83736147	EMS SUPPLIES- COLD PACK INSTANT	32.99		09/22/2020	401-401-5-430-00
83737966	EMS SUPPLIES- CURAPLEX EMESIS BAG	50.97		09/22/2020	401-401-5-430-00
83741351	EMS SUPPLIES	98.11		09/22/2020	401-401-5-430-00
83746314	EMS SUPPLIES- GLOVES	235.60		09/22/2020	401-401-5-430-00
83746315	EMS SUPPLIES	27.58		09/22/2020	401-401-5-430-00
	Check Total:		691.85		
Vendor: 4861	Bradford National Bank				Check Sequence: 18
59524 S&A	Street Sweeper	3,900.97		09/22/2020	001-017-5-530-00
	Check Total:		3,900.97		
Vendor: 5006	Brenntag Mid South Inc				Check Sequence: 19
BMS	Lime	640.00		09/22/2020	201-202-5-490-00
BMS675066	Chlorine	480.00		09/22/2020	201-202-5-490-00
	Check Total:		1,120.00		
Vendor: 360	Broadway Battery & Tire				Check Sequence: 20
22659	REFRIGERATOR, GAS RANGE, DISHWASHER, MICROWAVE, DISPOSAL, DRYER	7,000.91		09/22/2020	012-012-5-550-00
72009DM	repair washer at the KRC	117.00		09/22/2020	009-009-5-390-00
72377	LABOR AND PARTS/MATERIALS TO INSTALL APPLIANCES IN FIRE HOUSE	142.64		09/22/2020	012-012-5-550-00
G130807	truck tire repair and labor	135.85		09/22/2020	009-016-5-360-10
G131401	install tube in tire	37.00		09/22/2020	009-715-5-360-00
G131435	Truck # 55 - AC Parts, Repair	675.65		09/22/2020	001-017-5-360-10
G131443	tire reipair plus labor- toro groundsmaster tire	12.25		09/22/2020	009-016-5-360-00
G131519	MTN/REPAIRS TO CITY HALL MTN TRUCK	32.50		09/22/2020	001-011-5-360-10
	Check Total:		8,153.80		
Vendor: 10044	BUILDINGSTARS INC				Check Sequence: 21
3144269	cleaning services for KRC	1,852.00		09/22/2020	009-009-5-380-01
	Check Total:		1,852.00		
Vendor: 20918	Edward Burris				Check Sequence: 22
786880	membership reimbursement = not ready to return and auto debit wa	61.48		09/22/2020	009-009-4-347-21
	Check Total:		61.48		
Vendor: 712	Calix Networks Inc				Check Sequence: 23
232226	E7-20 GPON-8X CARD	7,211.41		09/22/2020	111-111-5-530-00
232312	ONT SFU Enclosure, and freight	1,601.40		09/22/2020	111-111-5-530-00
232963	803G Gigapoint 1 GE 1 POTS	1,977.92		09/22/2020	111-111-5-530-00
	Check Total:		10,790.73		
Vendor: 20620	Capri Pools & Aquatics				Check Sequence: 24

2144	labor and materials for hose clamp repair on pool	269.40	09/22/2020	009-009-5-390-00
	Check Total:	269.40		
Vendor: 3080	CDW G Inc			Check Sequence: 25
ZRX9351	CISCO SG250-50HP 50PORT GIGABIT POE- FIRE STATION	571.02	09/22/2020	401-401-5-391-00
ZTW0155	CISCO SMB SF220 48PT 10/100 SWITCH- CREDIT TO FIREHOUSE	-315.77	09/22/2020	401-401-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	201-203-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	301-301-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	301-303-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	201-201-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	941.00	09/22/2020	401-401-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	470.00	09/22/2020	111-111-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	101-104-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	403.00	09/22/2020	301-304-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	101-102-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	269.00	09/22/2020	201-202-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	538.00	09/22/2020	101-101-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	269.00	09/22/2020	009-503-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	001-014-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	538.00	09/22/2020	009-016-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	941.00	09/22/2020	009-009-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	269.00	09/22/2020	001-017-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	336.00	09/22/2020	001-013-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	1,747.00	09/22/2020	001-012-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	1,883.08	09/22/2020	001-011-5-391-00
ZXN7134	BARRACUDA EMAIL SEC GTWY LICENSE- 12MOS.	134.00	09/22/2020	007-007-5-391-00
	Check Total:	9,931.33		
Vendor: 470	Cedarchem			Check Sequence: 26
27251	Cationic Polymer	2,760.00	09/22/2020	201-202-5-490-00
	Check Total:	2,760.00		
Vendor: 2000	Center For Education and Employment Law			Check Sequence: 27
07309294	DESKBOOK ENCYCLOPEDIA FOR PUBLIC EMPLOYMENT LAW	124.95	09/22/2020	001-011-5-390-00
	Check Total:	124.95		
Vendor: 4981	Christ Bros Inc			Check Sequence: 28
04127	N50 Surface - LEB - Hot Mix	948.04	09/22/2020	008-008-5-430-00
	Check Total:	948.04		
Vendor: 1661	Home Box Office Cinemax			Check Sequence: 29
I0M37279	SEPTEMBER VIDEO CONTENT FEE	60.00	09/22/2020	111-111-5-390-52
	Check Total:	60.00		
Vendor: 10053	Chris Clewis			Check Sequence: 30
C.CLEWIS	SUIT, DRESS SHIRTS, TIE C. CLEWIS	640.02	09/22/2020	001-012-5-440-00
	Check Total:	640.02		
Vendor: 2822	Compustitch Embroidery			Check Sequence: 31
17152	Bob Geppert shirts	19.00	09/22/2020	009-009-5-440-00
17353	SEW LOGO ON SHIRT FOR NATHAN	95.00	09/22/2020	101-104-5-440-00
17373	POLICE PANTS (1) POLO/ NAME PATCH (2)	23.00	09/22/2020	001-012-5-440-00
17449	HCS LOGO ON 6 SHIRTS FOR CLAYTON MOORE	57.00	09/22/2020	111-111-5-440-00
	Check Total:	194.00		
Vendor: 2189	CONTINENTAL RESEARCH CORPORATION			Check Sequence: 32
0017815	COUNTDOWN	512.79	09/22/2020	401-401-5-430-00
0018086	O.J.D	252.12	09/22/2020	401-401-5-430-00
	Check Total:	764.91		
Vendor: 5753	DECKS PRAIRIE TIRE LLC			Check Sequence: 33
1090	TIRES FOR THE SANTA TRAILER	369.80	09/22/2020	101-102-5-450-00
	Check Total:	369.80		
Vendor: 2611	Dell Marketing L.P			Check Sequence: 34
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	143.00	09/22/2020	111-111-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	101-104-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	101-102-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	82.00	09/22/2020	201-202-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	82.00	09/22/2020	009-503-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	201-203-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	007-007-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	301-301-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	570.65	09/22/2020	001-011-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	301-303-5-391-00

10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	123.00	09/22/2020	301-304-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	531.00	09/22/2020	001-012-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	102.00	09/22/2020	001-013-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	82.00	09/22/2020	001-017-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	163.00	09/22/2020	009-016-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	286.00	09/22/2020	401-401-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	201-201-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	286.00	09/22/2020	009-009-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	163.00	09/22/2020	101-101-5-391-00
10422838617	POWEREDGE R730XD UPGRADES AND EXTENSIONS	41.00	09/22/2020	001-014-5-391-00
	Check Total:	2,941.65		
Vendor: 5682	DIVERSIFIED DIESEL SERVICES, LLC			Check Sequence: 35
1210	MTN/REPAIRS TO UNIT 1541	388.21	09/22/2020	401-401-5-360-10
1221	CYLINDER REPAIR- TRUCK 1517	503.56	09/22/2020	001-014-5-360-10
	Check Total:	891.77		
Vendor: 5775	EGYPTIAN WORKSPACE PARTNERS			Check Sequence: 36
17683	BUNK ROOMS SUPPLIES/EQUIPMENT, FURNITURE/DECOR	20,301.26	09/22/2020	012-012-5-550-00
17685	OVERHEAD STORAGE-WALL MOUNT DORRS / TACKBOARD WALL MOUNT	767.29	09/22/2020	012-012-5-550-00
	Check Total:	21,068.55		
Vendor: 5089	ELLIOTT DATA SYSTEMS INC.			Check Sequence: 37
120090	ID CARDS FOR POLICE DEPT	367.00	09/22/2020	001-012-5-390-00
	Check Total:	367.00		
Vendor: 679	Essenpreis Plumbing & Htg			Check Sequence: 38
09-02-2020 W&S	parts: 4" FD, Sch 40 4" 2 way 40 tee, 4" solid core	72.52	09/22/2020	301-303-5-430-00
31111	changed the filter ont he upstairs drinking fountain	182.65	09/22/2020	009-009-5-390-00
	Check Total:	255.17		
Vendor: 2786	Fastenal			Check Sequence: 39
ILHIG78954	Caution Blue, Safety Green Inv. Mkg.	42.06	09/22/2020	301-303-5-430-00
ILHIG78954	Caution Blue, Safety Green Inv. Mkg.	42.05	09/22/2020	201-203-5-430-00
	Check Total:	84.11		
Vendor: 4089	Leslie E Fear			Check Sequence: 40
B-19-190041	236 Flax Dr - Final Electrical Inspection	240.00	09/22/2020	001-013-5-390-81
B-20-020034	35 Independence Dr - Final Electrical Inspection	60.00	09/22/2020	001-013-5-390-81
B-20-020074	30 Atwood Ct - Final Electrical Inspection	60.00	09/22/2020	001-013-5-390-81
B-20-020259	1100 5th St - Electrical Rough-in Inspection	100.00	09/22/2020	001-013-5-390-81
	Check Total:	460.00		
Vendor: 20243	Fitness Upholstry Specialists, LLC			Check Sequence: 41
HIGHLA-1005	reupholster worn pads on strength training equipment	782.50	09/22/2020	009-009-5-390-00
	Check Total:	782.50		
Vendor: 2013	Foster Coach Sales Inc			Check Sequence: 42
20195	ROADMASTER BUSHING KIT, SWAYBAR LINK KIT	148.89	09/22/2020	401-401-5-460-00
	Check Total:	148.89		
Vendor: 1098	FRONTIER			Check Sequence: 43
618-654-1901	Service 9/1/2020 to 9/30/2020	39.83	09/22/2020	001-013-5-310-00
6186542146	PHONE CHARGES- STATION #2	47.94	09/22/2020	001-014-5-310-00
6186543568	PHONE CHARGES- ALARM	47.39	09/22/2020	001-011-5-310-00
6186544671	POLICE DEPT FAX LINE	40.38	09/22/2020	001-012-5-310-00
6510017920	telephone exp KRC security system	183.60	09/22/2020	009-009-5-310-00
6541026920	telephone exp WCC fax	47.47	09/22/2020	009-016-5-310-00
	Check Total:	406.61		
Vendor: 8299	St. Clair Service Company FS Turf Solutions			Check Sequence: 44
30004278	Chemicals for the parks	706.80	09/22/2020	009-016-5-490-00
30004348	Chemicals for the parks	207.50	09/22/2020	009-715-5-450-00
	Check Total:	914.30		
Vendor: 795	Galls, LLC			Check Sequence: 45
016294220	JEANS FOR SCOTT KUHN	139.97	09/22/2020	101-102-5-440-00
016345925	NEW OFFICER BADGE	78.45	09/22/2020	001-012-5-440-00
016352107	FLASHLIGHT C. ALLEN	75.72	09/22/2020	001-012-5-440-00
	Check Total:	294.14		
Vendor: 5299	GFI DIGITAL, INC			Check Sequence: 46
1735928	MTN/ REPAIRS ON EQUIPMENT/COPIER FROM THE MOVE	110.00	09/22/2020	401-401-5-360-00

	Check Total:		110.00		
Vendor: 2226 120001030-1	GLOBAL TECHNICAL SYSTEMS, INC PROVIDE CONNECTIVITY FROM STATION 1 TO PSAP TO ANNUNCIATE ALARM		1,450.73	09/22/2020	Check Sequence: 47 001-014-5-430-00
	Check Total:		1,450.73		
Vendor: 851 963128760	Grainger QTY 12 CUT-RESISTANT GLOVES - LORA TEBBE		186.12	09/22/2020	Check Sequence: 48 101-104-5-440-00
	Check Total:		186.12		
Vendor: 858 9316886127	Graybar 3M IDC DRY connectors - 100/pk - total 4		126.13	09/22/2020	Check Sequence: 49 111-111-5-430-00
	Check Total:		126.13		
Vendor: 3333 0123161-IN 0123274-IN	GREAT LAKES DATA SYSTEMS SMS OUTBOUND MESSAGING FEES SOFTWARE SUPPORT		150.00 800.00	09/22/2020 09/22/2020	Check Sequence: 50 111-111-5-390-00 111-111-5-390-50
	Check Total:		950.00		
Vendor: 365 3	Haier Plumbing & Heating Inc. IL 160 SHARED USE PATH PW-17-19 (08/13/2020-09/15/2020)		104,052.62	09/22/2020	Check Sequence: 51 050-050-5-540-10
	Check Total:		104,052.62		
Vendor: 5777 INV08152020	HARRISON EDWARDS, INC. PROFESSIONAL SERVICES/RETAINER		5,000.00	09/22/2020	Check Sequence: 52 007-007-5-390-33
	Check Total:		5,000.00		
Vendor: 1662 10H33972	Home Box Office HBO SEPTEMBER VIDEO CONTENT FEE		420.00	09/22/2020	Check Sequence: 53 111-111-5-390-52
	Check Total:		420.00		
Vendor: 3801 JHEIMB	Jackie Heimbürger SOCKS J. HEIMBURGER		14.72	09/22/2020	Check Sequence: 54 001-012-5-440-00
	Check Total:		14.72		
Vendor: 921 192534	Heros In Style BOOTS AND COLLAR INSIGNIA INTERIM CHIEF		168.94	09/22/2020	Check Sequence: 55 001-012-5-440-00
	Check Total:		168.94		
Vendor: 4004 2020	Highland Arts Council FUNDING REQUEST FOR SCARECROW SEARCH ARTWALK- APPROVED 9/8/20		5,193.00	09/22/2020	Check Sequence: 56 001-011-5-390-31
	Check Total:		5,193.00		
Vendor: 1423 200-301431 200-301537 200-303703920 200-303706920 200-303707 PW 200-303711 S&A 200-303712920 200-303714 200-303716 200-304025 200-304045 200-305702 200-369460 200-369460 200-519997 WRF 200-526650 WTP 200-527-315 200-528004920	Highland Communication Services HCS SERVICES- CITY HALL HCS SERVICES- HCS telephone/tv/computer service - KRC telephone/tv/computer service - WCC Communication Services Communication Services telephone/tv/computer service - Park Maint Shed ASSET PROTECTION CHARGE POLICE DEPT PHONE/TV/INTERNET HCS SERVICES- STATION #1 HCS SERVICES- HACSM HCS SERVICES- STATION #1 COMMUNICATION CHARGES COMMUNICATION CHARGES Communication Services Communication Services Enterprise Bundle 9/8/2020 to 10/7/2020 telephone/tv/computer service - new senior center		500.55 493.39 334.23 2.00 204.00 33.95 2.00 4.00 494.90 2.00 51.95 282.95 85.95 85.95 149.99 121.45 158.00 206.85	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 57 001-011-5-390-50 111-111-5-390-50 009-009-5-390-50 009-016-5-390-50 301-301-5-390-50 001-017-5-390-50 009-016-5-390-50 101-102-5-390-50 001-012-5-390-50 401-401-5-390-50 001-011-5-390-50 401-401-5-390-50 101-101-5-390-50 001-013-5-390-50 301-304-5-390-50 201-202-5-390-50 001-013-5-390-50 009-016-5-390-50
	Check Total:		3,214.11		
Vendor: 3199 330921 330932	Home Nursery Inc rinderer park trees rinderer park trees		88.50 350.50	09/22/2020 09/22/2020	Check Sequence: 58 009-016-5-390-22 009-016-5-390-22
	Check Total:		439.00		
Vendor: 469 22620	Hopcroft Electric, Inc Motor - repair HVAC system		304.00	09/22/2020	Check Sequence: 59 201-202-5-380-00





9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	7.00	09/22/2020	101-101-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	2.00	09/22/2020	101-102-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	4.00	09/22/2020	001-013-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	3.00	09/22/2020	301-301-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	5.00	09/22/2020	001-017-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	2.00	09/22/2020	101-104-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	6.00	09/22/2020	111-111-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	3.00	09/22/2020	201-203-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	31.40	09/22/2020	001-011-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	3.00	09/22/2020	007-007-5-391-00
9063	IMMING	ZOOM MONTHLY 8/21/20- 9/20/2020	199.90	09/22/2020	001-011-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	5.00	09/22/2020	201-202-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	2.00	09/22/2020	201-201-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	22.00	09/22/2020	001-012-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	18.00	09/22/2020	009-009-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	10.00	09/22/2020	009-016-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	2.00	09/22/2020	007-007-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	20.85	09/22/2020	001-011-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	3.00	09/22/2020	201-201-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	5.00	09/22/2020	009-303-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	10.00	09/22/2020	101-101-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	3.00	09/22/2020	101-102-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	3.00	09/22/2020	201-202-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	2.00	09/22/2020	201-203-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	2.00	09/22/2020	301-301-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	2.00	09/22/2020	301-303-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	5.00	09/22/2020	301-304-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	12.00	09/22/2020	401-401-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	3.00	09/22/2020	101-104-5-391-00
9063	IMMING	.INFO DOMAIN RENEWAL 5YEARS	12.00	09/22/2020	009-009-5-391-00
9063	IMMING	FIREWALL LICENSE RENEWAL- CDWG	9.00	09/22/2020	111-111-5-391-00
9063	IMMING	FLUGELFEST.COM DOMAIN RENEWAL 1 YEAR	18.17	09/22/2020	007-007-5-391-00
9063	IMMING	4 PHONES FOR FIRE HOUSE #1	218.31	09/22/2020	001-014-5-470-00
FINANCECHARGE		MASTERCARD CHARGE	4.06	09/22/2020	001-012-5-390-00
GOVXREFUND		RETURN BOOTS TO GOVX	-151.40	09/22/2020	001-012-5-440-00
INTCHARGE		MASTERCARD CHARGE	0.27	09/22/2020	001-012-5-390-00
MPS-551407		CROSSING GUARD STOP SIGN	41.95	09/22/2020	001-012-5-430-00
SO18401825		EVIDENCE CD BOXES	31.08	09/22/2020	001-012-5-430-00
		Check Total:	4,329.75		
Vendor: 959	MCFCA / MABAS 35				Check Sequence: 77
2020	MADISON CO DIVISION 35 ANNUAL DUES	177.50	09/22/2020	001-014-5-390-00	
2020	MABAS ILLINOIS- ANNUAL DUES 2020	355.00	09/22/2020	001-014-5-390-00	
		Check Total:	532.50		
Vendor: 754	McGinley Inc				Check Sequence: 78
07860	MAINT/SERVICE 2005 DODGE DURANGO	836.40	09/22/2020	001-014-5-360-10	
		Check Total:	836.40		
Vendor: 1924	McKay Auto Parts Inc				Check Sequence: 79
820422	Blstr. Pk. Miniatures	2.50	09/22/2020	201-203-5-450-00	
820422	Blstr. Pk. Miniatures	2.49	09/22/2020	301-303-5-450-00	
820494	Antifreeze	29.97	09/22/2020	201-203-5-450-00	
820494	Antifreeze	29.97	09/22/2020	301-303-5-450-00	
820522	OIL FILTER, AIRE FILTER	71.69	09/22/2020	101-104-5-450-00	
820706	AERO KROIL	27.99	09/22/2020	101-104-5-450-00	
820720	LIQUID GASKET MAKER	14.99	09/22/2020	101-102-5-430-00	
821053	FUSEHOLDER, FUSE	15.93	09/22/2020	001-014-5-460-00	
821336	Coolant	28.98	09/22/2020	001-017-5-450-00	
822362	MTN/REPAIRS TO CITY HALL MTN TRUCK -BATTERY	93.99	09/22/2020	001-011-5-360-10	
823313	Sprite, Meguiars Hitech Paste	18.99	09/22/2020	301-303-5-450-00	
823313	Sprite, Meguiars Hitech Paste	18.99	09/22/2020	201-203-5-450-00	
823417	Battery	163.98	09/22/2020	001-017-5-450-00	
823478	BLSTR PK MINIATURES	6.99	09/22/2020	101-102-5-430-00	
824895	HALOGEN SEALED BEAMS	12.49	09/22/2020	401-401-5-460-00	
		Check Total:	539.94		
Vendor: 2643	MEREDITH CORPORATION				Check Sequence: 80
HIGHLAND-43952	MAY VIDEO CONTENT FEE	6,189.75	09/22/2020	111-111-5-390-52	
HIGHLAND-43983	JUNE VIDEO CONTENT FEE	6,203.25	09/22/2020	111-111-5-390-52	
HIGHLAND-44013	JULY VIDEO CONTENT FEE	6,183.00	09/22/2020	111-111-5-390-52	
HIGHLAND-44044	AUGUST VIDEO CONTENT FEE	6,176.25	09/22/2020	111-111-5-390-52	
		Check Total:	24,752.25		
Vendor: 1383	Midwest Meter Inc.				Check Sequence: 81
0124254-IN	Meter Base, M-25 Gal HRE-LCD W/ Itron Conn.	948.00	09/22/2020	201-203-5-530-60	
0124527-IN	2" Water Meter	1,800.00	09/22/2020	201-203-5-530-60	
0124528-IN	FORD A77-15-25 METER ADAPTER	188.00	09/22/2020	201-203-5-530-60	
		Check Total:	2,936.00		



Vendor: 1386 2020289	Midwest Municipal Supply Inc Water Service Parts	2,470.14	09/22/2020	Check Sequence: 82 201-202-5-430-00
	Check Total:	2,470.14		
Vendor: 2555 36301	Mike A Maedge Trucking Inc CM6 - Ticket 1625362, 1625430	376.73	09/22/2020	Check Sequence: 83 001-017-5-540-00
	Check Total:	376.73		
Vendor: 2392 33368 33368 33368	Missouri Network Alliance LLC DATA CONTENT FEE VIDEO CONTENT FEE VOICE CONTENT FEE	12,000.00 2,279.93 834.25	09/22/2020 09/22/2020 09/22/2020	Check Sequence: 84 111-111-5-390-53 111-111-5-390-52 111-111-5-390-51
	Check Total:	15,114.18		
Vendor: 3761 173359	MOMENTUM TELECOM, INC. SEPTEMBER VOICE CONTENT FEE	10,493.66	09/22/2020	Check Sequence: 85 111-111-5-390-51
	Check Total:	10,493.66		
Vendor: 5658 346655 347305	NEXSTAR BROADCASTING, INC. AUGUST VIDEO CONTENT FEE AUGUST VIDEO CONTENT FEE	329.40 4,529.25	09/22/2020 09/22/2020	Check Sequence: 86 111-111-5-390-52 111-111-5-390-52
	Check Total:	4,858.65		
Vendor: 5759 000136 000146 000149 000149	NEXT GENERATION MANAGEMENT SOLUTIONS STERILIZATION OF FIRE DEPT/ EMS BUILDING STERILIZATION OF ALL OFFICES AT THE ELEC DEPT BLDG INTERIOR & EXTERIOR STERILIZATION FOR POWER PLANT INTERIOR & EXTERIOR STERILIZATION FOR ELEC DEPT/VEHICLES/TRAILER	600.00 440.00 87.50 87.50	09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 87 401-401-5-390-00 101-101-5-380-00 101-102-5-380-00 101-101-5-380-00
	Check Total:	1,215.00		
Vendor: 20177 787638	Maurice Niehaus cancelled YAH trip - due to covid	85.00	09/22/2020	Check Sequence: 88 009-016-4-371-66
	Check Total:	85.00		
Vendor: 5357 IN109495 IN109495	NORTH AMERICAN NUMBERING PLAN ANNUAL FEE FOR THE NUMBERING ADMIN COSTS IN NA 10/2020-09/2021 REASSIGNED NUMBERS DATABASE CREATION FEES PER FCC ORDER 18-177	25.00 25.00	09/22/2020 09/22/2020	Check Sequence: 89 111-111-5-390-51 111-111-5-390-51
	Check Total:	50.00		
Vendor: 1512 7608-205272 7608-205273 7608-205679 7608-205731 7608-205838 7608-206900 7608-207016	Northtown Auto & Tractor 4FJ-CAP- FIRE TRUCK 1517 BRASS FITTING, HYD FITTING- FIRE TRUCK 1517 SYDR FITTING- TRUCK 1517 SYDR FITTING- TRUCK 1517 4AB-4MP90, COUPLING terminal CAT Skid Steer - Cabin Air	3.04 3.36 11.86 5.82 16.88 1.38 30.99	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 90 001-014-5-460-00 001-014-5-460-00 001-014-5-460-00 001-014-5-460-00 001-014-5-460-00 009-016-5-460-00 001-017-5-450-00
	Check Total:	73.33		
Vendor: 3903 0985-170278 0985-172547 0985-174707 0985-174709 0985-176343	O'Reilly Automotive Inc. MCRO CLOTH, ICE SEAL&SHN equipment maint/repair splys BATTERY 7.5 OZ PROTECT GL- WIPER FLUID- CAR 7	39.97 51.92 114.89 6.29 3.99	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 91 001-014-5-460-00 009-715-5-450-00 101-104-5-450-00 101-104-5-450-00 001-012-5-460-00
	Check Total:	217.06		
Vendor: 4670 33890	Oakley Services Inc PARTS AND LABOR TO FIX GENERATOR	1,378.82	09/22/2020	Check Sequence: 92 101-102-5-360-00
	Check Total:	1,378.82		
Vendor: 20476 787639 787639	Carol Oldinski cancelled YAH trip due to covid will not attend classes due to covid	85.00 25.00	09/22/2020 09/22/2020	Check Sequence: 93 009-016-4-371-66 009-009-4-347-78
	Check Total:	110.00		
Vendor: 4029 INV54661823924 INV54661823924 INV54661823924 INV54661823924 INV54661823924	ONSOLVE, LLC ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021 ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021 ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021 ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021 ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021	922.00 922.00 922.00 922.00 922.00	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 94 301-301-5-390-50 001-017-5-390-50 001-013-5-390-50 009-016-5-390-50 001-012-5-390-50

INV54661823924	ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021	2,546.00	09/22/2020	101-101-5-390-50
INV54661823924	ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021	922.00	09/22/2020	201-201-5-390-50
INV54661823924	ANNUAL CODE RED/WEATHER WARNING RENEWAL 9/25/20-9/24/2021	922.00	09/22/2020	001-011-5-390-50
	Check Total:	9,000.00		
Vendor: 4146 19430449	PDC Laboratories Inc Aggressive Index, Ca Hardness, PH & temperature	79.50	09/22/2020	Check Sequence: 95 201-202-5-390-23
	Check Total:	79.50		
Vendor: 3859 5 6 7-FINAL	Poettker Construction Company ADDITIONS & RENOVATIONS TO FIRE STATION NO. 1 ADDITIONS & RENOVATIONS TO FIRE STATION NO. 1 ADDITIONS & RENOVATIONS TO FIRE STATION NO. 1	104,060.85 2,678.17 149,613.82	09/22/2020 09/22/2020 09/22/2020	Check Sequence: 96 012-012-5-550-00 012-012-5-550-00 012-012-5-550-00
	Check Total:	256,352.84		
Vendor: 1773 56496914 56498200 56500295 56500296	Power Line Supply SJ-1A COLD Shrink Splice Jacket Kit 5411-CI-21 Splice Kit Inline UG 15KV Sho 8209 Machine Square Bolt 12-3265-60-XL Glove Leather Goat Grain A	110.07 418.60 47.00 227.20	09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 97 101-104-5-430-00 101-104-5-430-00 101-104-5-430-00 101-104-5-440-00
	Check Total:	802.87		
Vendor: 5468 INV0087634	QUEST DIAGNOSTICS HEALTH & WELLNESS LLC AT HOME BIOMETRIC SCREENINGS (QTY 15)	90.00	09/22/2020	Check Sequence: 98 001-011-5-390-00
	Check Total:	90.00		
Vendor: 969 843764	Red E Mix LLC 88 PCCEV30 SI/PV - Ticket 60127765	580.00	09/22/2020	Check Sequence: 99 008-008-5-430-00
	Check Total:	580.00		
Vendor: 3514 AUGUST AUGUST AUGUST AUGUST AUGUST AUGUST AUGUST AUGUST AUGUST AUGUST AUGUST AUGUST	SANDBERG PHOENIX & VON GONTARD P.C. AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES AUGUST LEGAL FEES	645.81 952.57 48.44 322.91 80.73 387.49 5,763.87 1,194.75 791.12 5,812.31	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 100 001-014-5-220-00 007-007-5-220-00 009-016-5-220-00 001-017-5-220-00 111-111-5-220-00 101-101-5-220-00 001-013-5-220-00 001-012-5-220-00 201-201-5-220-00 001-011-5-220-00
	Check Total:	16,000.00		
Vendor: 1884 S1163878.001 S1164024.001 S1164050.001 S1164050.001	Schulte Supply Inc 4"x20" All Stainless Repair Clamp 1" Coppersetter, Ball Valve Inlet, Dual Check, Valve Outlet, 60" Mighty Probe 60" Mighty Probe	256.57 908.84 58.80 58.80	09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 101 201-203-5-430-00 201-203-5-430-00 301-303-5-470-00 201-203-5-470-00
	Check Total:	1,283.01		
Vendor: 2313 71601 71889	SENTINEL EMERGENCY SOLUTIONS PLUG, SYNTHO FOOTBALL, PLUG, GOLFBALL KIT, SMALL LEAK CONTROL, PLUG N DIKE GRANULES	155.50 269.48	09/22/2020 09/22/2020	Check Sequence: 102 001-014-5-430-00 001-014-5-430-00
	Check Total:	424.98		
Vendor: 1736 24333	Showtime Networks Inc AUGUST VIDEO CONTENT FEE	137.70	09/22/2020	Check Sequence: 103 111-111-5-390-52
	Check Total:	137.70		
Vendor: 1912 524831	Sidener Environmental Services Inc. Annual Maintenance at WTP	2,085.99	09/22/2020	Check Sequence: 104 201-202-5-390-00
	Check Total:	2,085.99		
Vendor: 5732 2019-2020 # 3 2019-2020 #3	SINCLAIR TELEVISION GROUP, INC. JULY 2019-DEC 2019 BACK PAYMENT AUGUST 2020 SUBSCRIBER COUNTS	24,218.81 4,474.96	09/22/2020 09/22/2020	Check Sequence: 105 111-111-5-390-52 111-111-5-390-52
	Check Total:	28,693.77		
Vendor: 1587 B-19-190040 B-20-020221 B-20-020235	Timothy Singler 232 Flax Dr - Final Plumbing Inspection 1519 Washington St - Plumbing Rough-in Inspection 1100 5th St - Plumbing Rough-in Inspection	190.00 25.00 47.50	09/22/2020 09/22/2020 09/22/2020	Check Sequence: 106 001-013-5-390-82 001-013-5-390-82 001-013-5-390-82

	Check Total:		262.50		
Vendor: 1158	SIPRA TREASURER SIPRA Membership				Check Sequence: 107
2020-2021 membe	Laura W. membership dues	15.00		09/22/2020	009-503-5-430-00
2020-2021 membe	Mark R., Kody W., Hillary H membership dues	45.00		09/22/2020	009-009-5-430-00
2020-2021 membe	Lucas P and Brad K membership dues	30.00		09/22/2020	009-016-5-430-00
	Check Total:		90.00		
Vendor: 1677	SNI / SI Networks LLC Inc				Check Sequence: 108
24332	AUGUST VIDEO CONTENT FEE	135.98		09/22/2020	111-111-5-390-52
	Check Total:		135.98		
Vendor: 5731	SPRINGBROOK HOLDING COMPANY LLC				Check Sequence: 109
INV-004093	SEPTEMBER CIVIC PAY TRANSACTION FEE	459.60		09/22/2020	301-301-5-390-00
INV-004093	SEPTEMBER CIVIC PAY TRANSACTION FEE	229.80		09/22/2020	713-713-5-390-00
INV-004093	SEPTEMBER CIVIC PAY TRANSACTION FEE	1,149.00		09/22/2020	101-101-5-390-00
INV-004093	SEPTEMBER CIVIC PAY TRANSACTION FEE	459.60		09/22/2020	201-201-5-390-00
	Check Total:		2,298.00		
Vendor: 5399	STATE BANK OF BERN				Check Sequence: 110
2046023	WATER MAIN IMPROVEMENT LOAN- INTEREST PAYMENT	26,607.50		09/22/2020	208-208-5-620-00
2046023	WATER MAIN IMPROVEMENT LOAN- PRINCIPAL PAYMENT	74,000.00		09/22/2020	208-208-5-610-00
	Check Total:		100,607.50		
Vendor: 20287	Scott A Stieb				Check Sequence: 111
1242	KRC masks for employees	400.00		09/22/2020	009-016-5-440-00
1242	KRC masks for employees	400.00		09/22/2020	009-009-5-440-00
	Check Total:		800.00		
Vendor: 5151	SUMNER ONE, INC.				Check Sequence: 112
2624979	COPIER LEASE /USAGE - HCS	50.56		09/22/2020	111-111-5-340-00
2631055	WCC copier monthly contract fee	48.00		09/22/2020	009-016-5-390-00
L306673055	LEASE/RENTAL AGREEMENT	122.33		09/22/2020	001-013-5-340-00
L306673055	LEASE/RENTAL AGREEMENT	122.34		09/22/2020	101-101-5-340-00
	Check Total:		343.23		
Vendor: 47	Tech Electronics Inc				Check Sequence: 113
N000040914	central monitoring for the KRC	81.00		09/22/2020	009-009-5-390-00
	Check Total:		81.00		
Vendor: 2789	TEGNA				Check Sequence: 114
348863	AUGUST VIDEO CONTENT FEE	4,683.50		09/22/2020	111-111-5-390-52
	Check Total:		4,683.50		
Vendor: 2028	Teklab Inc				Check Sequence: 115
248184	Coliform, Total Membrane Filters	163.90		09/22/2020	201-203-5-390-23
	Check Total:		163.90		
Vendor: 4097	THE HOWARD E NYHART CO. INC.				Check Sequence: 116
0161801	820 MULBERRY ST ACTUARIAL & ADMIN SERV 08/01/2020 TO 08/31/2020	2,700.00		09/22/2020	705-705-5-210-00
	Check Total:		2,700.00		
Vendor: 111111	The Kwik Konnection Printing Inc				Check Sequence: 117
43961	08/05/2020 & 08/12/2020 SEALED BIDS - MOTOR FUEL TAX MATERIAL	144.00		09/22/2020	001-017-5-390-00
43961	LEGAL-DEMOLITION OF STRUCTURES	81.00		09/22/2020	001-013-5-390-00
43961	PLANNING & ZONING : BAR,LIQUOR STORE & DRIVE THROUGH PERMIT	150.00		09/22/2020	001-013-5-390-00
43962	PETITIONS FOR CANDIDATES 08/12/2020 & 08/19/2020	60.00		09/22/2020	001-011-5-390-00
	Check Total:		435.00		
Vendor: 20368	The Mail Box Store				Check Sequence: 118
122040	SHIPPING CHARGES	44.87		09/22/2020	111-111-5-320-00
122457	SHIPPING CHARGES	13.93		09/22/2020	111-111-5-320-00
122655	SHIPPING CHARGES	13.93		09/22/2020	111-111-5-320-00
	Check Total:		72.73		
Vendor: 4839	Transworld Systems Inc				Check Sequence: 119
2292080	AUGUST COLLECTION AGENCY DUES	847.14		09/22/2020	101-101-5-390-24
	Check Total:		847.14		
Vendor: 2089	Tri Ford Inc				Check Sequence: 120
6199759/1	WHEEL ALIGNMENT FOR TRUCK 44	109.95		09/22/2020	101-104-5-360-00



Vendor: 5774 17406540 17407226	W.S.DARLEY & CO PLUG N DIKE, GRANUALS QTY 1 / FREIGHT PLUG, SYNTHO QTY 1 PLUG, GOLFBALL QTY 1	46.11 159.16	09/22/2020 09/22/2020	Check Sequence: 129 001-014-5-430-00 001-014-5-430-00
	Check Total:	205.27		
Vendor: 3817 B-20-020034	Wellen Homes Inc SINGLE FAMILY HOME INCENTIVE PAYMENT- 35 INDEPENDENCE DR	4,000.00	09/22/2020	Check Sequence: 130 007-007-5-390-00
	Check Total:	4,000.00		
Vendor: 3152 5011807483 5011807483	WELLS FARGO VENDOR FIN SERV PW Copier C3500 - Sept. 2020 charges PW Copier C3500 - August 2020 Charges	175.00 204.86	09/22/2020 09/22/2020	Check Sequence: 131 201-201-5-340-00 301-301-5-340-00
	Check Total:	379.86		
Vendor: 1963 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370 67248370	WEX BANK AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL AUGUST FUEL	106.95 50.51 80.56 202.38 202.38 159.25 30.85 63.61 192.98 378.82 764.08 2,633.55 1,543.34 97.39 68.32	09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020 09/22/2020	Check Sequence: 132 101-104-5-420-00 401-401-5-420-00 301-304-5-420-00 301-303-5-420-00 201-203-5-420-00 001-013-5-420-00 201-202-5-420-00 001-014-5-420-00 101-101-5-420-00 001-017-5-420-00 101-102-5-420-00 001-012-5-420-00 009-016-5-420-00 111-111-5-420-00 001-011-5-420-00
	Check Total:	6,574.97		
Vendor: 20202 35159	Wilke Truck Service, Inc. fs for parks	347.10	09/22/2020	Check Sequence: 133 009-715-5-450-00
	Check Total:	347.10		
Vendor: 2219 1	Wissehr Electrical Contractors Inc ENGINEERING US 40 / HEMLOCK SIGNALS	11,258.49	09/22/2020	Check Sequence: 134 050-050-5-540-10
	Check Total:	11,258.49		
Vendor: 2311 1166902	ZirMed INC. MONTHLY CLAIMS/REMITTANCE ADVICE FEES	136.71	09/22/2020	Check Sequence: 135 401-401-5-390-00
	Check Total:	136.71		
Vendor: 172 SEPTEMBER	Duane E. Zobrist SEPTEMBER SIGN RENTAL- RT 40 BY LANGHAUSER SHEET METAL RT 40 WST	110.00	09/22/2020	Check Sequence: 136 111-111-5-390-33
	Check Total:	110.00		
Vendor: 4499 20082	Zobrist Electric Inc ONE Q2100 240 VOLT BREAKER FOR WTP	85.00	09/22/2020	Check Sequence: 137 201-202-5-450-00
	Check Total:	85.00		
	Total for Check Run:	898,729.99		
	Total of Number of Checks:	137		

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 4719	KRC Administration PR Batch 00004.09.2020 KRC Membership	27.00	09/15/2020	Check Sequence: 1 802-000-1-216-25
	Check Total:	27.00		
Vendor: 4513	Russell C Simon PR Batch 00004.09.2020 Withholding order Russell Simo	134.00	09/15/2020	Check Sequence: 2 802-000-1-216-20
	Check Total:	134.00		
Vendor: 3077	State Disbursement Unit PR Batch 00004.09.2020 Child Support State Disb Unit	325.53	09/15/2020	Check Sequence: 3 802-000-1-216-20
	Check Total:	325.53		

Vendor: 2954

Vantagepoint Trans Agts-301638  
PR Batch 00004.09.2020 ICMA

1,476.00

09/15/2020

Check Sequence: 4  
802-000-1-215-03

Check Total: 1,476.00

Total for Check Run: 1,962.53

**GRAND TOTAL: \$ 900,692.52**