

**AGENDA
SPECIAL SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, MAY 3, 2021
7:00 PM**

This is an in person meeting however, due to COVID 19 anyone wishing to monitor the meeting via phone may do so by following the instructions on page 4 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of April 19, 2021 Regular Session (attached)

SWEARING IN: Pursuant to Article III, Division 1, Section 2-53 of the Code of Ordinances, City Clerk Barbara Bellm will administer the official oath of office to the recently-elected and re-elected officials in the following order: Mayor Kevin B Hemann, Councilwoman Peggy Bellm, Councilman Rick J. Frey, and City Treasurer Neill Nicolaides. Mayor Hemann will then administer the oath of office to recently-re-elected City Clerk Barbara Bellm.

ADJOURNMENT:

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
MONDAY, MAY 3, 2021
*(Immediately following adjournment of Special Session)***

CALL TO ORDER / ROLL CALL:

PROCLAMATION:

Mayor Hemann will read a document proclaiming the month of May as Motorcycle Awareness Month in Highland.

PUBLIC FORUM:

- A. Citizens' Requests and Comments:
1. Memorial Day Parade and Band Funding Request – Kate Broadhurst, Chairperson (attached)
 2. St. Paul Catholic School – Student Appreciation Day - Special Event Application (attached)

**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:

Continued

NEW BUSINESS:

- A. **MOTION** – Approve Mayor’s Reappointments of Members of the Industrial Development Commission, Including: Jim Meridith, Diane Korte-Lindsay, Jon Greve, Marshall Rinderer, and Josh Kloss (attached)
- B. **MOTION** – Bill #21-60/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Parks and Recreation Google Virtual Advertising (attached)
- C. **MOTION** – Bill #21-61/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for the High School Band Performance at the Memorial Day Ceremony (attached)
- D. **MOTION** – Bill #21-62/ORDINANCE Designating Depositories for the Funds and Money of the City (attached)
- E. **MOTION** – Bill #21-63/RESOLUTION Authorizing and Approving City Manager’s Total Compensation Package (attached)
- F. **MOTION** – Bill #21-64/RESOLUTION Authorizing Employment Agreement Between City and Christopher Conrad, City Manager (attached)
- G. **MOTION** – Bill #21-65/RESOLUTION Appointment of Megan R. Von Hatten as Authorized Agent for Illinois Municipal Retirement Fund (attached)
- H. **MOTION** – Approve Notice of Municipal Letting, Bid #E-01-21 for the Purchase of Replacement Street Lights for Willow Creek Subdivision (attached)
- I. **MOTION** – Approve Notice of Municipal Letting, Bid #PR-03-21 for the Purchase of One New Pickup Truck (attached)
- J. **MOTION** – Bill #21-66/RESOLUTION Waiving Normal & Customary Bidding Procedures and Authorizing the Purchase of Dispatch Consoles for the New Public Safety Building (attached)
- K. **MOTION** – Bill #21-67/RESOLUTION Waiving Normal & Customary Bidding Procedures and Authorizing the Purchase of Appliances for the New Public Safety Building from Broadway Battery & Tire (attached)
- L. **MOTION** – Bill #21-68/ORDINANCE Declaring Miscellaneous Items of Personal Property Surplus and Authorizing Their Sale or Disposal (attached)
- M. **MOTION** – Bill #21-69/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing its Sale and/or Disposal, Including a 1998 Ford Ranger (attached)

- N. **MOTION** – Bill #21-70/ORDINANCE Declaring Personal Property of the City Light & Power Department Surplus and Authorizing its Sale and/or Disposal, Specifically Transformers and a Generator (attached)
- O. **MOTION** – Bill #21-71/RESOLUTION Approving Possible Payment of Sewer Backup Claim for Billy and Brandi Holman at 101 Walnut Street (attached)
- P. **MOTION** – Bill #21-72/RESOLUTION Approving Payment of Sewer Backup Claim to Roger and Diane Busch for 607 9th Street (attached)
- Q. **MOTION** – Bill #21-73/ORDINANCE Approving Agreement Waiving Collection of Recapture Fees Per Agreement Related to Construction of Roadway Connecting Quail and Falcon Drives (attached)
- R. **MOTION** – Bill #21-74/RESOLUTION Approving Change Order #1, Final and Balancing, for U.S. 40 / Hemlock / Frank Watson Parkway, Pw-18-17, for an Increase in Cost of \$5,141.82 (attached)
- S. **MOTION** – Bill #21-75/RESOLUTION Approving Affiliation Agreement for Highland Communication Services, between Vivicast Media, LLC and Scripps Networks (attached)
- T. **MOTION** – Bill #21-76/RESOLUTION Approving a Collective Bargaining Agreement Between the City and the International Association of Fire Fighters, Local 3672, on Behalf of the Emergency Medical Technicians (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditure Listing #1194 - Payment Dates April 21 – May 3, 2021 (attached)

EXECUTIVE SESSION:


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

ADJOURNMENT:

PLEASE SEE THE FOLLOWING PAGE FOR INSTRUCTIONS
FOR MONITORING AND PARTICIPATING IN THIS PUBLIC MEETING

Continued

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

	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, May 3, 2021.
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Directions for Public Monitoring of Highland City Council Meetings:

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

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

618-882-5625

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

Conference ID #: 867900

This will allow a member of the public to hear the city council meeting.

Note: This is for audio monitoring of the meeting, only. Participants will not be able make comments over the phone.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may attend the meeting in-person, or may submit their questions/comments in advance via email to lhediger@highlandil.gov or, by using the citizens' portal on the city's website found here: https://www.highlandil.gov/citizen_request_center_app/index.php.

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

PROCLAMATION

WHEREAS, safety is the highest priority for the highways and streets of our City and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contribute in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past five years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of roadways within the City of Highland, and throughout the great State of Illinois.

NOW, THEREFORE, I, Kevin B Hemann, Mayor of the City of Highland, Illinois, in recognition of 34 years of A.B.A.T.E. of Illinois, Inc., and over 293,676 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the month of May, 2021, as

MOTORCYCLE AWARENESS MONTH

in the City of Highland, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Highland to be affixed this 3rd day of May, 2021.

Mayor



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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

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

PROCEDURE:

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Memorial Day Parade &

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

Location of Event: Start @ St Paul parking lot head east on Main South on Lemon
across Broadway East on 12th, South on Poplar, East on VFW Lane
to VFW

Sponsoring Organization/Individual: VFW Post 5694 & American Legion Post 439

Event Responsible Party: Kate Broadhurst
Address: 2605 Becker Rd
Phone(s): 618-531-6836
Email: katie.talen@gmail.com

Secondary Contact: Matt Tebbe
Address: 1020 13th S
Phone(s): 618-420-1186
Email: Paulateb2@hotmail.com

Date(s) of Set-up: May 31st Memorial Day

Event Date(s) / Times: May 31st Parade Line up @ 12:30
to VFW Step off @ 1:00 pm

Date(s) of Tear-down: N/A

Expected Attendance: unk

Alcohol License Required: Yes No
If yes, application received: Yes No

Sound Amplification System utilized: Yes No
If yes, hours of operation: _____

Funding request of the Council: Yes No
Amount requested and purpose: \$200 help defray cost and to
donate 200 to Highland High School Band

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

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): Public Works Director: _____

No Parking VFW Lake Poplar to VFW
No Parking on 12th Street Lemon to Poplar

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

N/A

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

Police chief, Lead Parade, PROVIDE safety patrols to cross intersections along route

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

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

Department: _____

N/A

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

Certificate of Insurance: (attached) _____

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

Site Plan Rendering _____

Evacuation Plan _____

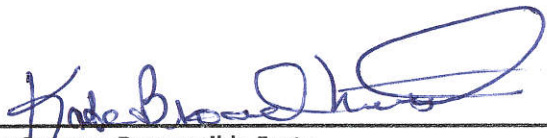
Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

o **Date:** _____

Application Submittal (60+ days) _____



Event Sponsor Responsible Party

4-29-2021

Date

City Manager

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2021

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

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

PRODUCER		CONTACT NAME: Brad W & Christina D Beineke	
Gateway City Insurors LLC d/b/a		PHONE (A/C, No, Ext): 314-631-5111	FAX (A/C, No): 314-631-5115
Gateway Insurance		E-MAIL ADDRESS: brad@gatewaycanhelp.com &/or christina@gatewaycanhelp.com	
9302 Gravois Rd		INSURER(S) AFFORDING COVERAGE	
St Louis MO 63123		NAIC #	
INSURED		INSURER A: Great American Insurance Company	
American Legion Lee Iten Post #439		INSURER B:	
1130 New Trenton Rd		INSURER C:	
Highland IL 62249		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PAC 2565924	05/31/2021	05/31/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X				MED EXP (Any one person) \$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY		No Coverage			PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	No Coverage			PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	No Coverage			\$
	DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		No Coverage			WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

The City of Highland is an Additional Insured with respect to the Memorial Day Parade to be held in Highland on May 31th, 2021.

CERTIFICATE HOLDER**CANCELLATION**

City of Highland 1115 Broadway	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Highland IL 62249	AUTHORIZED REPRESENTATIVE Brad W. Beineke

VETERANS OF FOREIGN WARS

OF
THE UNITED STATES

FOUNDED 1899



HIGHLAND POST NO. 5694

HIGHLAND, ILLINOIS 62249

April 29, 2021

Mayor and City Council
City of Highland
P O Box 218
Highland, IL 62249

SUBJECT: Memorial Day Donation Request

The American Legion Post 439 and VFW Post 5694 are proud of the tradition that we have with Memorial Day Activities. We are requesting that the City Council, once again, help us by granting a \$200.00 dollar donation to help so that we in turn can donate the \$200.00 to the HHS Band as they provide the music before and during the service at the VFW. As in the past years we plan on having a short ceremony at St Joseph's Cemetery and at the Highland City Cemetery. We then travel to Grantfork and provide a short ceremony at Grantfork Catholic Cemetery.

We will have the parade lineup at the parking lot just south of St. Paul's Church. We will start the lineup at 12:30 and the parade will start at 1:00 p.m. We will march, drive to the VFW by starting on Main St. heading East. We will then turn R (south) on Lemon St. heading south and then crossing Broadway and continuing to 12th St. Then we will turn L (east) towards Poplar St., turning R (south) on Poplar to VFW Lane. We then turn L (east) onto VFW Lane and stopping at the VFW Post Home. The Service will start at 2:00 p.m. The HHS band has been a part of this program almost since the existence and this donation will let them continue the fine traditions as students before them have performed.

Thank you in advance for your support for our program.

Respectfully,

A handwritten signature in black ink that reads "Kate Broadhurst".

Kate Broadhurst
Memorial Day Committee Chairperson



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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

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PROCEDURE:

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: St. Paul School Student Appreciation Day

Type/Purpose of Event: Festival Race Other Fundraiser Service Parade
 Demonstration Other (please specify): Student Appreciation Day of Events

Location of Event: St. Paul School 1416 Main St.

Sponsoring Organization/Individual: St. Paul Catholic School

Event Responsible Party: Haidee Todora

Address: 1416 Main Street, Highland IL

Phone(s): (618) 654-7525

Email: htodora@stpaulhighland.org

Secondary Contact: Abbey McGinley

Address: 115 Verrazanno, Highland IL

Phone(s): (618) 779-2394

Email: abplocher@gmail.com

Date(s) of Set-up: May 13, 2021

Event Date(s) / Times:

May 13, 2020 from 8:30am to 2:30pm

Date(s) of Tear-down: May 13, 2021 after 2:30pm

Expected Attendance: 250 - Only students, teachers and a few volunteers

Alcohol License Required: Yes No
If yes, application received: Yes No

Sound Amplification System utilized: Yes No
If yes, hours of operation: _____

Funding request of the Council: Yes No
Amount requested and purpose: _____

Evacuation Plan _____

Fire Plan _____

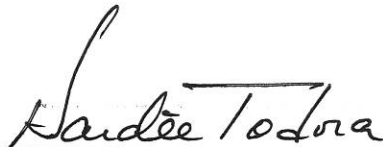
Parking Plan _____

Schedule City Council Meeting for announcement _____

Date: _____

Application Submittal (60+ days) _____

Haidee Todora



April 28, 2020

Event Sponsor Responsible Party

Date

City Manager

Date

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

(Directors must initial behind requests)

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

We would like to have Lemon street barricaded off between Main street and 9th street.

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

NA

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

NA

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

NA

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

Department: _____

NA

Application Checklist (Attachments):

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

Certificate of Insurance: (attached) _____

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

Site Plan Rendering _____



**ST. PAUL
CATHOLIC SCHOOL**

1416 Main Street
Highland, Illinois 62249

www.stpaulhighland.org

April 28, 2021

City of Highland, Illinois
Highland City Council
1115 Broadway
Highland, IL 62249

Dear Highland City Council Members,

Our parent group, the Viking Ambassadors, is sponsoring a Student Appreciation Day that will be held on the parish and school grounds, including the grass lot located east of the Parish, on May 13, 2021.

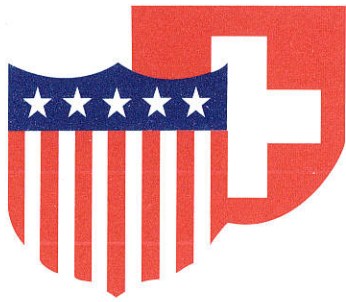
On behalf of St. Paul Catholic School and the Viking Ambassadors, I would like to request that the 900 block of Lemon Street, between 9th and Main Streets, be closed from 8:30 a.m. to 2:30 p.m. for safety purposes during the event. Closing this small portion of Lemon Street will protect our students, staff, and volunteers when accessing all activities. Our maintenance personnel will barricade the affected portion and remove them after the event.

If possible, could this request be placed on the May 3, 2021, City Council Meeting agenda? A representative from the Viking Ambassadors will be in attendance that evening.

Thank you in advance for your consideration. If you have any questions, please contact me at 618-654-7525.

Sincerely,

Mrs. Haidee Todora
Principal
St. Paul Catholic School



City of Highland

MEMO TO: City Council Members

FROM: Mayor Kevin B. Hemann

SUBJECT: Reappointments to the Industrial Development Commission

DATE: April 30, 2021

Each year, the Industrial Development Commission members must either be reappointed or replaced. The current members are: Jim Meridith, Diane Korte-Lindsey, Jon Greve, Marshall Rinderer, and Josh Kloss. They have all agreed to serve additional one-year terms. Each has performed their duties well and therefore, I am asking that you approve their reappointments.

If you have any questions regarding these reappointments, please let me know.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
ALLOCATION OF HOTEL / MOTEL TAX FUNDING
(Highland Parks and Recreation for Google Virtual Advertising)**

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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



HOTEL/MOTEL FUND APPLICATION

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

Contact Information:

Organization Name: Highland Parks & Recreation Dept

Contact Person: Laura Wilken

Phone: 618-651-1386

Fax: 618-651-1387

Email: lwilken@highlandil.gov

Event Information:

1. Name of the Event: Google Virtual Advertising

2. Date(s) of the Event: Ongoing (one time fee)

3. Location of the Event: Korte Recreation Center

4. Description of the Event & Purpose of Funding Request:

American Marketing & Publishing will provide a professional photographer and publish the video and images on the Google Account. They are a certified Google Street View Sales that work with Google on a regular basis.

5. Please state how your request for hotel/motel tax funds will help promote: 1) tourism; 2) conventions within the City; and/or 3) overnight visitors to the municipality:

The Korte Recreation Center has guests that travel up to sixty miles to use the facility. Google is used as the search engine to find information and directions to the facility on a regular basis. The video and pictures will help entice them to visit our facility versus other facilities that are in the area for recreation.

6. Funding Request Amount: \$ 795

7. Projected Attendance for the Event: NA

8. Expected Overnight Stays for the Event: NA



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad-Interim City Manager

Date: April 27, 2021

Re: Use of Hotel/Motel Tax money for Google advertising for KRC

We respectfully submit for your approval a request to use Hotel/Motel Tax funds in the amount of \$795 to have a Google Virtual Tour of the Korte Rec Center created as advertisement for not only the KRC but Parks and Rec as a whole. This would be contracted with the Google Street View Sales and Service Team.

Discussion: When someone either Googles or uses Google maps and comes across the Korte Rec Center, you can currently tap on the pin and get information about the KRC. By adding this virtual tour, people will be able to see all the amenities offered by the KRC. This is an updated and modern way to advertise the services and amenities offered by public attractions and businesses. This expenditure would be an approved advertising use of the HMT funds.

Budget Impact: This is an unbudgeted and unexpected expense to come out of the Hotel/Motel Tax Fund. However we have carried over approximately \$10,000.00 from previous years and this \$795 expenditure would not have a significant impact on other normal requests or uses of the HMT Funds.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
ALLOCATION OF HOTEL / MOTEL TAX FUNDING
(Highland VFW Post 5694)
(For HHS Band to Perform at the Memorial Day Ceremony)**

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

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

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

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

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

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

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

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The “Hotel / Motel Tax Funding Application” (*See Exhibit A*) is approved.

Section 3. The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to allocate hotel / motel funds to applicant pursuant to applicant's "Hotel / Motel Tax Funding Application" (See **Exhibit A**).

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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



HOTEL/MOTEL FUND APPLICATION

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

Contact Information:

Organization Name: Highland VFW Post 5694

Contact Person: Kate Broadhurst

Phone: 618-531-6836

Fax: N/A

Email: katietalon@gmail.com

Event Information:

1. Name of the Event: **Memorial Day Parade/Ceremony**
2. Date(s) of the Event: May 31st
3. Location of the Event: Begins at St. Paul Church parking lot, ending at VFW Hall
4. Description of the Event & Purpose of Funding Request:

The Donation is for the High School Band performance at the Memorial Day Ceremony.

5. Please state how your request for hotel/motel tax funds will help promote: 1) tourism; 2) conventions within the City; and/or 3) overnight visitors to the municipality:

Memorial Day Parade and Ceremony bring visitors to our community. The Memorial Day Parade is a traditional event in Highland with the purpose of honoring the men and women who died while serving in the U.S. military.

6. Funding Request Amount: \$200
7. Projected Attendance for the Event: 400 to 500
8. Expected Overnight Stays for the Event: Unknown

Signed: _____

VFW Representative, Kate Broadhurst

ORDINANCE NO. _____

**DESIGNATING DEPOSITORIES FOR THE FUNDS AND MONEY
OF THE CITY OF HIGHLAND, ILLINOIS**

WHEREAS, the City Council of the City of Highland deems it advisable – in accordance with Section 3.1-35-50 of the Illinois Municipal Code (65 ILCS 5/3.1-35-50) – to designate depositories for the funds and money of the City of Highland, Illinois;

WHEREAS, the City Council of the City of Highland has determined that Section 17 of the State Treasurer Act (15 ILCS 505/17) permits the designation of the Illinois Funds – which funds are part of the Public Treasurer’s Investment Pool established by the Treasurer of the State of Illinois – as a depository of the City of Highland, Illinois;

WHEREAS, the City Council finds it necessary to designate those persons, among its officers and employees, who shall have the authority, either singly or in combination, to consent to, and to direct, the expenditure, investment, or other transfer of the funds and money of the City of Highland, Illinois; and

WHEREAS, the City Council finds that, for the sake of promoting the efficient daily operation of the municipal government, it should approve a depository’s making electronic transfers of funds and money – either between Accounts of the City of Highland, or for the making of legally permissible investments for the City of Highland, or for the payment of expenses of the City of Highland – upon the depository’s receiving oral authorization or electronic authorization (by email or facsimile transmission) therefor from Director of Finance Kelly Korte or from Assistant Director of Finance Reanna Ohren;

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

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

Section 2. FCB Highland Bank, Regions Bank, and the Illinois Funds (hereinafter collectively referred to as the “City’s depositories”) are designated as depositories of the funds and money of the City of Highland, Illinois.

Section 3. The funds and money of the City of Highland, Illinois, deposited in the City's depositories may be withdrawn upon a properly authorized check, note, or written order of the City of Highland, Illinois.

Section 4. A check, note, or written order – for the withdrawal of the funds or money of the City of Highland – shall be deemed to be properly authorized only if it is made in accordance with the restrictions set forth in the following subsections that are applicable to the Account or Accounts in question: namely,

- 4(a). Checks drawn against the Operating Account and Payroll Account of this City shall be executed, with facsimile signatures of two individuals, by either the Mayor, City Clerk; City Treasurer, or City Manager, provided further, that, if such a check equals or exceeds Ten Thousand Dollars (\$10,000.00), the second signature must be a manual signature of one of the following persons: Mayor, City Clerk, City Treasurer or City Manager.
- 4(b). Checks drawn against the Street Bond Account, the Motor Fuel Tax Account, the Foreign Fire Insurance Fund, TIF #2- Bond, Public Safety Facility Bond Fund, City of Highland, IL Series 2019 Debt Service Reserve Fund, and the Illinois Funds shall be executed by the manual signature of any two of the following: the Mayor, City Manager, and the Director of Finance.
- 4(c). Checks drawn against the Cemetery Board of Managers Account shall be executed by the manual signature of any two of the following; the Treasurer of the Cemetery Board of Managers, the City Manager, and the Director of Finance.
- 4(d). Checks drawn against the Police General Seizure Account and the Police Asset Forfeiture Account shall be executed with manual signatures by the Interim Chief of Police and the second signature must be a manual signature of the City Manager.
- 4(e). The City Clerk shall certify to the City's depositories the manual or facsimile signatures of the authorized officers and employees identified in subsections 4(a), 4(b), 4(c), and 4(d) above.
- 4(f). No check, draft, note, or written order drawn against any of the Accounts identified in subsections 4(a), 4(b), 4(c), and 4(d) above shall be valid unless signed or authorized in accordance with this ordinance.

Section 5. The authorized officers and employees identified in subsections 4(a), 4(b), 4(c), and 4(d) above may file with the Secretary of State, of the State of Illinois, manual signatures, certified under oath. Each such authorized officer and employee (for the purpose of

placing his or her signature on a check, draft, note, or written order, as referred to in Section 4 above) may execute his or her signature manually, or, in lieu thereof, may cause his or her signature to be executed with a true and accurate facsimile signature.

Section 6. The City's depositories are authorized and directed to honor and to pay any check, draft, note, or written order drawn in accordance with the requirements of Section 4 above, regardless of (a) whether the check, draft, note, or written order is payable to the order of any such persons signing and/or countersigning the check, draft, note or written order, or (b) whether any such persons sign in their individual capacities or not, or (c) whether the check, draft, note or written order is deposited to the individual credit of the person so signing and/or countersigning the check, draft, note or written order or to the individual credit of any of the other officers or not.

Section 7. The City's depositories are authorized and directed to honor and to make electronic transfers of funds and money – either between Accounts of the City of Highland, or for the making of legally permissible investments for the City of Highland, or for the payment of expenses of the City of Highland – upon the depositories' receiving oral authorization or electronic authorization therefor *only from Director of Finance Kelly Korte or from Assistant Director of Finance Reanna Ohren.*

Section 8. The City of Highland, Illinois, may invest in Certificates of Deposit and other statutorily-allowed investments or securities at various banks (even though not among the City's depositories), and to sell, cash in or dispose of investments of the City, with proceeds to be payable to the City, provided (a) that the amount of the investment is fully covered by the FDIC or, to the extent not so covered, by legal collateral in accordance with Section 3.1-35-50(b) of the Illinois Municipal Code (65 ILCS 5/3.1-35-50(b)), and (b) that both the City Manager and Director of Finance authorize such investments (or the cashing in of such investments) by their manual signatures.

Section 9. This ordinance supersedes Ordinance #3092 dated April 5, 2021.

Section 10. This ordinance shall continue in force– and the City's depositories may consider the manual or facsimile signatures of the officers and employees designated in Section 4 above to be as set forth in the certification of the City Clerk, accompanying a copy of this

ordinance when delivered to the City's depositories, or in any similar, subsequent certification – until the City Clerk serves written notice to the contrary upon the City's depositories.

Section 11. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with law.

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

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

CITY OF HIGHLAND SIGNATURE CERTIFICATION

This is to certify that the names and signatures below are those of the persons holding the offices and positions indicated:

Kevin B. Hemann, Mayor	_____
Barbara Bellm, City Clerk	_____
Neill Nicolaides, Treasurer	_____
Christopher Conrad, City Manager	_____
Kelly Korte, Director of Finance	_____
Clifton Couch, Treasurer Cemetery Board of Managers	_____
Reanna Ohren, Assistant Director Of Finance	_____
Charles Becherer, Interim Chief of Police	_____

(CORPORATE SEAL)

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Finance Department

MEMO TO: Christopher Conrad, Interim City Manager
FROM: Kelly Korte, Director of Finance
SUBJECT: Banking Ordinance
DATE: April 26, 2021

I have placed an Ordinance on the upcoming council agenda to update appropriate signers for accounts with the newly elected Mayor and Treasurer along with the update for the City Manager title. If anyone has any questions concerning either of these items, please contact me for clarification.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING CITY MANAGER'S TOTAL
COMPENSATION PACKAGE**

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 participates in the Illinois Municipal Retirement Fund ("IMRF"); and

WHEREAS, because City participates in the IMRF, City has the legal obligation to post information and approve any "total compensation package" equal to, or in excess of, \$150,000.00 for any City employee; and

WHEREAS, "total compensation package" includes salary, health insurance, housing, vehicle, clothing allowances, bonuses, loans, and vacation and sick days granted (*See* ILCS 120/7.3); and

WHEREAS, City has determined it has fulfilled its legal obligation, pursuant to IMRF, to post on the City website City Manager Chris Conrad's total compensation package at least six (6) days before approval (*See Exhibit A*); and

WHEREAS, City has determined it has fulfilled its legal obligation, pursuant to IMRF, to approve City Manager Chris Conrad's total compensation package of \$167,693.16 by way of this Resolution (*See Exhibit A*); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve City Manager Chris Conrad's total compensation package of \$167,693.16; and

WHEREAS, City has determined the City Manager and/or Mayor shall be authorized and directed to execute any documents necessary to approve City Manager Chris Conrad's total compensation package of \$167,693.16.

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 Manager Chris Conrad's total compensation package of \$167,693.16 is approved.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

CITY OF HIGHLAND
TOTAL COMPENSATION PACKAGE
Proposed Effective Date: May 4, 2021
Posting Date: April 27, 2021

NAME	POSITION	ANNUAL SALARY	MISC PAYMENTS	HEALTH INSURANCE	VACATION	SICK	HOLIDAY	PD COURT TIME	TOTAL COMPENSATION
					DAYS GRANTED	DAYS GRANTED	DAYS GRANTED		
Conrad, Christopher	City Manager	140,004.80	1,900.00	25,788.36	25.00	13.00	12.50		167,693.16

Illinois Public Act 97-0609 and Employee Compensation

In 2011 Public Act 97-0609 became law, effective January 1, 2012. That act amends the Illinois Open Meetings Act and the Illinois Pension Code and establishes new requirements for Illinois public bodies.

Among the law's requirements are the following:

All IMRF employers must post, within 6 days of the approval of a budget, the total compensation package for each employee having a total compensation package that exceeds \$75,000 per year; and

Any IMRF employer that approves an employee's total compensation package equal to or in excess of \$150,000 per year must post on its website, at least 6 days before the approval, the total compensation package for that employee.

"Total Compensation Package" for purposes of the Act means "payment by the employer to the employee for salary, health insurance, a housing allowance, a vehicle allowance, a clothing allowance, bonuses, loans, vacation days granted, and sick days granted."

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT BETWEEN CITY OF HIGHLAND, ILLINOIS AND CHRISTOPHER CONRAD, CITY MANAGER

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

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to enter an Employment Agreement with City Manager Christopher Conrad to be employed as City Manager; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare for Christopher Conrad to be employed as the City Manager from May 4, 2021 until May 4, 2025; and

WHEREAS, City has determined Christopher Conrad will be employed as the City Manager pursuant to the Employment Agreement attached hereto as **Exhibit A**; and

WHEREAS, City finds the terms of the proposed Employment Agreement, attached hereto as **Exhibit A**, to be acceptable; and

WHEREAS, the City further finds the terms of the proposed Employment Agreement, attached hereto as **Exhibit A**, should be approved; and

WHEREAS, City finds the Mayor, on behalf of City, should be authorized and directed to execute the proposed Employment Agreement, attached hereto as **Exhibit A**;

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

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

Section 2. The proposed Employment Agreement with Christopher Conrad, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor is authorized and directed, on behalf of the City of Highland, to sign the Employment Agreement with Christopher Conrad, attached hereto as **Exhibit A**.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) made and entered into this 4th day of May, 2021, by and between the City of Highland, an Illinois municipal corporation (“City”), and Christopher Conrad, (“Employee”), referred to herein as “Party,” or collectively as “Parties,” agree as follows:

A. City agrees to employ Employee, and Employee desires employment as City Manager of City, effective the 4th day of May, 2021; and

B. City agrees to provide certain benefits, establish certain conditions of employment, and to set working conditions for Employee; and

C. City agrees to secure and retain the services of Employee and to provide inducement for Employee to remain in such employment; and

D. This Agreement supersedes and replaces all prior Employment Agreement(s) between the Parties, both written and oral.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 – DUTIES

The City hereby agrees to employ Employee to perform the functions and duties of City Manager as specified in the City Ordinances and by State of Illinois statutes and to perform such other legally permissible and proper duties and functions as the Mayor or City Council shall from time to time request.

SECTION 2 – TERMS

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Employee at any time subject only to the

majority vote of the City Council, the provisions set forth in the Illinois Municipal Code (65 ILCS 5/5-3-7), or SECTION 15 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with City, subject only to the provisions set forth in SECTION 15 of this Agreement.

C. Employee agrees to remain in the exclusive employ of the City (except as otherwise permitted herein) from the date hereof until employment is terminated.

D. This Agreement shall remain in full force and effect from the 4th day of May, 2021 until May 4, 2025 unless otherwise terminated by the City or Employee as provided in Section 15 of this Agreement.

SECTION 3 – SALARY

A. City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Forty Thousand Dollars (\$140,000.00) effective the 4th day of May, 2021, payable in installments at the same time as other employees of City are paid.

B. City agrees to an annual base salary increase of 2.5% annually over the course of this contract. Employee agrees to accept a 2.5% annual increase in base salary over the course of this contract.

C. City agrees to consider increasing said base salary and/or other benefits of Employee in such amounts and to such an extent as the City may determine that it is desirable to do so each year based on an annual salary review of said Employee, which salary review shall depend upon the Employee's performance and upon the City's completing and obtaining the results of its Market Analysis/Wage Classification study

and report. The salary review shall be made at the same time as similar consideration is given other employees generally.

SECTION 4 – HOURS OF WORK

Employee shall devote his full time and attention to employment referred to herein and shall have no other employment unless specifically agreed to by the Mayor and City Council.

SECTION 5 – VEHICLE AND CELL PHONE

A. City, in addition to paying Employee the salary specified above, shall provide and maintain a vehicle for Employee to be utilized for: (a) City business, (b) limited personal use, and (c) traveling to and from home within the City and work.

B. City, in addition to the salary and vehicle provided for above, will provide a cell phone for Employee for his use on City business and limited personal use.

SECTION 6 – DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in the following named organizations: 1) International City Management Association; 2) International City Management Association – Illinois Chapter; 3) Illinois State Bar Association; and 4) Continuing Legal Education necessary to maintain Employee's State of Illinois law license. Employee shall be allowed time off, not treated as vacation, sufficient to participate in said organizations.

SECTION 7 – EXPENSE REIMBURSEMENT

City hereby agrees to budget and pay any actually incurred travel and subsistence expenses of Employee while on official travel and official business for the City; for

participation in other national, regional, state or local government groups and committees thereof, of which Employee is a member, as are approved by the Mayor and the City Council.

SECTION 8 – GENERAL EXPENSES

A. City recognizes that certain expenses of a non-personal nature, that are job related, are incurred by Employee. City shall either pay in first instance following written request and approval by the City Manager or reimburse the Employee for such general expenses as are hereafter approved by the Mayor or City Council in writing.

B. City also recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which City shall pay membership dues and other expenses not to exceed \$1,500.00 per year. Employee shall report to City each membership expense that he has incurred at City's cost.

SECTION 9 – PENSION, HEALTH AND LIFE INSURANCE

The City agrees to pay the employer portions of payments required to be made to the Illinois Municipal Retirement Fund on Employee's behalf.

The City shall apply for and to make required 100% premium payments for Employee for group insurance coverage for accident, sickness, major medical and hospitalization expenses covering Employee and his dependents as the same is available under the City's group policy on all employees. In addition, City shall purchase and pay the required premiums for group life insurance in the amount of \$100,000. The Employee has the right to name the beneficiary thereof.

SECTION 10 – VACATION, SICK LEAVE AND PERSONAL LEAVE

Employee shall be entitled to five (5) weeks' vacation each year and may upon written approval by the Mayor carry over into the next year such vacation time as may be agreed upon between the Mayor and Employee. Sick Leave and Personal Leave shall be governed by reference to the City of Highland Personnel Manual.

SECTION 11 – MOVING AND RELOCATION EXPENSES

Employee agrees to continue residence within the boundaries of the City of Highland during the term of this Agreement.

SECTION 12 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

City may fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with this Agreement or in conflict with Ordinances of City, the laws of the State of Illinois, or the laws of the United States of America. Employee shall be subject to, and governed by, the general policy of the City regarding vacation, sick, and other leaves or benefits, except as expressly addressed in this Agreement.

SECTION 13 – GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the Parties and shall be interpreted and controlled by Illinois law. Any prior discussion or representations by or between the parties are merged into and rendered null and void by this Agreement.

B. This Agreement shall be binding upon and inure to the benefit of the heirs and personal representatives of Employee and the City.

C. This Agreement shall become effective upon execution by both Parties, approval by the City Council of the City of Highland, Illinois, and the employment contemplated hereby shall commence effective the 4th day of May, 2021.

D. The Parties, by mutual written agreement, may amend any provision of this Agreement during the life of this Agreement.

SECTION 14 – ANNUAL PERFORMANCE EVALUATION

The Mayor and the City Council shall annually review the performance of the Employee between January 1st and April 30th. The review process, at a minimum, shall include the opportunity for both Parties to: (1) prepare a written evaluation regarding the Employee's performance; (2) meet and discuss the written evaluation(s); and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. Employee shall sign, date, and return the final written evaluation to the City. Written evaluations shall be maintained in the Employee's personnel file.

SECTION 15 – TERMINATION AND SEVERANCE PAY

For purposes of this Agreement, termination shall occur when:

1. The majority of the City Council votes to terminate the Employee at a duly authorized public meeting.
2. The City, citizens, or legislature acts to amend any provisions of the charter, code, enabling legislation, etc. pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government. Employee shall have the right to declare that such amendments constitute termination.

3. The City reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads. Such action shall be regarded as a termination.
4. The Employee resigns following the City's offer to accept resignation, whether formal or informal, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract is declared by either party with a 30-day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

A. City and Employee agree the Parties are bound by the Government Severance Pay Act, 5 ILCS 415/1 *et seq* ("Act"). In the event Employee is terminated by City during such time that Employee is willing and able to perform his duties under this Agreement, then, in that event, City agrees to pay employee a lump sum cash payment or payment schedule as Employee sees fit equal to 20 weeks of compensation at Employee's then current aggregate salary commencing on the date of termination, continue health and life insurance and pension benefits for 20 weeks from the date of termination, and payment for all accumulated benefits earned. Employee shall not be entitled to any severance pay should Employee be terminated by City for Employee's misconduct as stated in the Act. In the event the City shall terminate Employee for any reason other than Employee's own misconduct, the City shall give Employee 14 days' notice of such termination.

B. In the event City, at any time during the term of the Agreement, reduces the salary or financial benefits of Employee in a greater percentage than the average reduction of all department heads, or in the event City refuses, following written notice, to comply with any other provision benefiting Employee herein, or that employee resigns

following a suggestion, whether formal or informal, by City that he resign, then, in that event, Employee may, at his option, be deemed to be “terminated” at date of such reduction or such refusal to comply with the meaning and context of the herein severance pay provision and shall trigger the obligation to pay severance as outlined in Paragraph A.

C. In the event the Employee voluntarily resigns his position with City at any time during the term of this Agreement, then Employee shall give City 30-days written notice in advance, unless the Parties otherwise agree in writing. Failure of Employee to give the required 30-day notice of resignation will result in a pro-rata reduction in benefits payable pursuant to the terms of this Agreement.

SECTION 16 – INDEMNIFICATION

To the extent permitted by the laws of the State of Illinois and by the City’s policy of general liability insurance (errors and omissions policy or other applicable policy of liability insurance), City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission (whether or not a claim or cause of action has been filed) occurring in the performance of Employee’s duties as City Manager, unless the act or omission involved willful or wanton conduct beyond or in violation of Employee’s official duties. The City may compromise, settle and/or defend such claim(s) or suit(s) and pay the amount of any settlement or judgment rendered thereon. Settlement of any claim must be made with prior approval of the City for indemnification, as provided in this Section, to be available.

SECTION 17 – NOTICE

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. CITY:

City of Highland
Attn: Mayor
P.O. Box 218
1115 Broadway
Highland, IL 62249

B. EMPLOYEE:

Christopher Conrad
P.O. Box 218
1115 Broadway
Highland, IL 62249

Alternatively, notice required pursuant to this Agreement may be personally served by personal delivery by either Party to the other. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18 – SEVERABILITY

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City of Highland has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk,

pursuant to authority of the City Council, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above-written.

CITY OF HIGHLAND

Mayor

ATTEST:

Barbara Bellm, City Clerk

EMPLOYEE

Christopher Conrad

Subscribed and sworn to before me, a Notary Public in and for the County of Madison and State of Illinois this _____ day of _____, 2021.

Notary Public

RESOLUTION NO. _____

**APPOINTMENT OF AUTHORIZED AGENT
FOR ILLINOIS MUNICIPAL RETIREMENT FUND**

WHEREAS, pursuant to Ordinance No. 71-12-926, the City Council of the City of Highland, Illinois has elected to participate in the Illinois Municipal Retirement Fund pursuant to the Illinois Pension Code; and

WHEREAS, it is necessary to appoint an authorized agent to act on behalf of the City of Highland, Illinois to participate in said Fund;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that Megan Von Hatten is hereby appointed the Authorized Agent on behalf of the City of Highland, Illinois with regard to participation by said Municipality in the Illinois Municipal Retirement Fund to be given all powers authorized by the Illinois Pension Code and further to have the powers to file a petition for nomination and to cast the ballot for election of Executive Trustees, effective May 21, 2021. (See IMRF Form 2.20, Notice of Appointment of Authorized Agenda, *attached as Exhibit A*)

This Resolution supersedes Resolution No. 20-10-2752 dated October 19, 2020.

This Resolution adopted by the City Council of the City of Highland, Illinois and deposited and filed in the Office of the City Clerk on the ____ day of _____, 2021, the vote being taken by ayes and nays, entered into the legislative records as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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




NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME City of Highland		EMPLOYER IMRF I.D. NUMBER 0044	
AUTHORIZED AGENT'S SALUTATION <input type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input checked="" type="checkbox"/> Ms.	LAST NAME Von Hatten	FIRST NAME Megan	MIDDLE INITIAL JR., SR., II, ETC. R.
TYPE OF GOVERNING BODY Municipality			
DATE APPOINTMENT MADE (MM/DD/YYYY) 05/21/2021	EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) 05/21/2021	POSITION TITLE Deputy Clerk/Administrative Assistant	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot):			
To file Petition for Nominations of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
To cast a Ballot for Election of an Executive Trustee of IMRF		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
 SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE		04/28/2021 DATE (MM/DD/YYYY)	
CERTIFICATION			
I, _____, do hereby certify that I am _____			
NAME		CLERK OR SECRETARY	
of the <u>City of Highland</u>			
NAME OF EMPLOYER			
and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.			
SEAL		SIGNATURE OF CLERK OR SECRETARY	
BUSINESS ADDRESS			
All correspondence and communications with the Authorized Agent are to be addressed as follows:			
NAME (IF DIFFERENT FROM ABOVE)			
<input checked="" type="checkbox"/> Ms. _____ <input type="checkbox"/> Mr. _____ <input type="checkbox"/> Mrs. _____			
BUSINESS ADDRESS			
PO Box 218			
CITY STATE AND ZIP + 4			
Highland, Illinois 62249			
DAYTIME TELEPHONE NO. (with Area Code)		ALTERNATE TELEPHONE NUMBER (with Area Code)	
(618) 654-9891			
FAX NO. (with Area Code)		EMAIL ADDRESS	
(618) 654-4768		mvonhatten@highlandil.gov	

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289

City of Highland Finance Department

Kelly Korte, Director of Finance

To: Mayor Hemann and City Council Members

From: Chris Conrad, City Manager
Kelly Korte, Director of Finance'

Date: April 27, 2021

Re: Motion to Approve - Appointment of Authorized Agent for Illinois Municipal Retirement Fund (IMRF)

In the absence of a Director of Human Resources, the City must appoint a new Authorized Agent for Illinois Municipal Retirement Fund (IMRF) . The Authorized Agent is designated the point of contact for inquiries made between staff and IMRF, maintenance of benefits, designated powers within the guidelines of the Illinois Pension Code, and provided voting rights for the election of Trustees.

We are seeking approval to appoint Megan Von Hatten as the Authorized Agent for the Illinois Municipal Retirement Fund (IMRF).

City of Highland, Illinois

Electric Department



BID #E-01-21

PURCHASE OF REPLACEMENT STREET LIGHTS FOR WILLOW CREEK SUBDIVISION

Wednesday, May 26, 2021

City Hall

1115 Broadway

Highland, Illinois

Approved by: _____ Date: _____

Bid submitted by:

**NOTICE OF MUNICIPAL LETTING
CITY OF HIGHLAND, ILLINOIS**

Bid #E-01-21

Purchase of Replacement Street Lighting for Willow Creek Subdivision

The City of Highland will accept bids until 10:00 A.M. CDT on Wednesday, the 26th of May 2021 at City Hall located at 1115 Broadway, Highland, Illinois 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 June 7th, 2021 for consideration. If there are any questions concerning this solicitation, please contact Mr. Dan Cook, Director of Electric at (618) 654-7511.

Bids shall be submitted in an opaque, sealed envelope containing the bidders name and address and labeled "Sealed Bid, E-01-21, Purchase of Replacement Street Lighting for Willow Creek Subdivision" Facsimile bids are not acceptable.

The city of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. The bid prices shall remain valid and no participating party may withdraw his bid for at least thirty (30) days after the established deadline for receipt of bids.

By submitting this bid, the participating party acknowledges that they are familiar with the specifications and all other applicable regulatory and contract requirements for the work. Any area of concern shall be brought to the Department of Light & Power's attention as soon as possible.

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

BASIS FOR BID

The bid shall include all labor, plant, material, transportation, and other costs.

The bid price will include all discounts, preparation costs and all other charges or credits.

DO NOT include taxes in the bid price. The city of Highland is exempt from Federal Excise,

Transportation, and State Sales Taxes.

BASIS FOR CONTRACT AWARD

Bid submissions will be evaluated and compared to the specifications provided by the city. Both cost and delivery date will be considered when awarding this purchase. The lowest responsible and responsive bid that meets the provided specifications shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to City Council approval).

BASIS OF PAYMENT

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.

Proposals received after 10:00 A.M. CDT, May 26th, 2021 will not be accepted and will be returned to the proposer unopened. The City of Highland reserves the right to reject any and all responses and waive minor irregularities. No proposal may be withdrawn for a period of thirty (30) days.

By the order of the Mayor and City Council

Chris Conrad, Interim City Manager

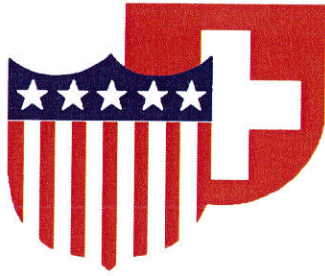
City of Highland
“Sealed Bid, E-01-21, Purchase of Replacement Street Lighting for Willow Creek
Subdivision”
Attn: Daniel Cook, Director of Electric
1115 Broadway
PO Box 218
Highland, Illinois 62249

Specifications for Replacement Street Lights for Willow Creek Subdivision

The bidder shall provide a proposal for 23 Holophane Arlington LED2 Light fixtures and 23 – Wadsworth 12 foot aluminum direct bury poles per the attached detailed specification sheet:

ARE2 P30 40K AS GL3 BK N GV1A73X PCLL P3E WDA 12 F5J 17 P07 DBB BK

Pricing should include shipping to 2610 Plaza Drive, Highland, IL 62249.



City of Highland

Department of Light and Power

Memo to: Chris Conrad, Interim City Manager
From: Dan Cook, Director of Electric
Date: April 23, 2021
Subject: Streetlights for Willow Creek Subdivision, E-01-21
Notice of Municipal Letting

RECOMMENDATION

I recommend that you seek council approval to advertise for the above referenced NOML. The estimated cost of this project is \$50,000.00.

DISCUSSION

Willow Creek Homeowners Association has approached the city to assist them in updating their outdated and degrading street lighting. This would require the purchase of 23 lighting assemblies, made up of a 12 foot Wadsworth Poles and Arlington fixtures as detailed in the attached documents. The grand total of the cost would be approximately \$50,000.

FISCAL IMPACT

This project is a partially budgeted item, with the cost being shared via a future MOU between the electric department and Willow Creek Homeowners Association.

CONCURRENCE

Recommended by: _____


Daniel Cook, Director of Electric

Approved by: _____


Chris Conrad, Interim City Manager

City of Highland, Illinois

Parks & Recreation Department

Purchase of New Pickup Truck

Bid Number:

PR-03-21

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

Date: May 18, 2021

Time: 9:00 a.m.

Location: City Hall
1115 Broadway
Highland, IL 62249

Proposal Submitted by:

Vendor Name: _____

Address: _____

City, State, Zip: _____

TABLE OF CONTENTS

City of Highland, Illinois.....	1
Department of Parks & Recreation.....	1
CONTRACT BID SHEET.....	3
CERTIFICATE OF COMPLIANCE.....	5
CERTIFICATE OF NON-DELINQUENCY OF TAX.....	6
CONTRACT ADMINISTRATION.....	8
INVITATION.....	8
INSTRUCTIONS.....	8
REQUIRED DOCUMENTS.....	8
BASIS FOR BID.....	8
BASIS FOR CONTRACT AWARD.....	9
BASIS OF PAYMENT.....	9
SPECIFICATIONS.....	10
SCOPE.....	10
DESCRIPTION/PROVISIONS.....	10
WARRANTY.....	12

CONTRACT BID SHEET

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, including the Contract Administration and the Specifications.

We propose to make delivery of new vehicle within 30 days of the date stated in the Notice to Proceed to the Highland Parks & Recreation Offices @ #1 Nagel Drive, Highland, IL.

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

AUTHORIZED
SIGNATURE: _____ TITLE: _____

Please Print Name _____ Phone Number: _____

4X4 Pickup

Make, Model of Vehicle _____

Bid Price.....\$ _____

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

CERTIFICATE OF COMPLIANCE

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

CERTIFICATE OF NON-DELINQUENCY OF TAX



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 the individual or anyone else that is delinquent in the payment of tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with the 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 allow 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

CONTRACT ADMINISTRATION

INVITATION

The City of Highland, Illinois, will accept sealed bids for a New Pick-up Truck until Tuesday, May 18, 2021 at 9:00 A.M. CDT at City Hall, 1115 Broadway, P.O. Box 218, Highland, IL 62249, at which time they will be publically opened and read. After tabulation and review, bids will be presented to the City Council at its regular meeting scheduled for Monday, June 7, 2021 for consideration. If there are any questions concerning this solicitation, please contact Mark Rosen, Director of Parks & Recreation at (618) 651.1387.

INSTRUCTIONS

Bids must be made on the forms furnished, and **NO ALTERATION, ADDITION, OR VARIATION**, to the bid form will be permitted. The following documents must be returned with the bid:

1. Cover Page
2. Bid Sheet
3. Certificate of Non-Delinquency of Taxes
4. Certificate of Compliance
5. Warranty information

Authorized signature must be included.

Bids shall be submitted in an opaque, sealed envelope containing the bidders name and address, and labeled "**Sealed Bid PR-03-21 One New Pickup Truck**". Facsimile bids are not acceptable.

The City of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. Bid Sheets will be evaluated. The lowest responsible and responsive bid shall be deemed the successful bidder and upon City Council approval, will be issued a Notice of Award. Bids will be available for inspection after bid opening and recording.

The bid prices shall remain valid and no participating party may withdraw his bid for at least thirty, (30) days after the established deadline for receipt of bids.

By submitting this bid, the participating party acknowledges that they are familiar with the specifications and all other applicable regulatory and contract requirements for the work. Any area of concern shall be brought to the Public Works Department's attention as soon as possible.

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.

BASIS FOR BID

The bid shall include all labor, plant, material, transportation, and other costs.

The bid price will include all discounts, preparation costs and all other charges or credits.

DO NOT include sales taxes in the bid price. The city of Highland is exempt from Federal Excise, Transportation and State Sales Taxes.

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

Payment shall be made in one lump sum inclusive for the Pickup Truck upon receipt of the invoice and the vehicle.

SPECIFICATIONS

SCOPE

This contract includes furnishing and delivery of a new model year 2020 or 2021 4X4 Pickup Truck with specified accessories along with all standard items.

The vehicle shall be the manufacturer's latest, standard model, complete with no deviation. Certain general available options are frequently provided with the standard model. These options may be offered along with the required features.

DESCRIPTION / PROVISIONS

The vehicle must include, but not limited to, the following:

Factory/Dealer options:

Mechanical

- Engine V-6, or equal
- 4-wheel drive
- Brakes – 4-wheel disc ABS
- Electronic Automatic Transmission
- Steering-Power, Rack-and-Pinion

Exterior

- Black front bumper
- Black rear bumper
- Black Grille
- Cargo Lamp-integrated with Center High Mount Stop Lamp
- Hooks-Front tow 4x4, (2)
- Mirrors, black manual outside, manual folding
- Tires-265/70 R17 all-terrain tires (A/T)
- Full size spare tire/wheel lock
- Tailgate-removable with key lock
- Wheels-17" silver painted steel
- Wipers-intermittent speed

Interior/Comfort

- Airbags-driver and passenger front
- AM/FM stereo
- Black vinyl floor covering
- Dome light
- Fade-to-off interior lighting
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Horn-dual note
- Illuminated entry
- Manual air conditioning, single zone
- Manual locks
- Outside temperature display
- Powerpoint 12V-front
- Rear window fixed glass and solar tint

- Rearview mirror, day/night
- Seat, front-vinyl 40/20/40
- Seat belts. Active Restraint System (ARS)
- Steering Wheel, Black urethane-manual tilt and manual locking
- Tire pressure monitoring system (TPMS)
- Visor, driver side, visor with mirror passenger side

Fuel Tanks

- Standard

Options Exceeding Factory/Dealer

- Cruise Control
- 5.5' – 5.8' Bed
- Tow package
- Class IV Receiver Hitch with 4-pin/7-pin wiring
- Trailer brake control
- Power windows
- Power locks
- Keyless Entry
- Extra key
- Privacy glass
- Rear Vision Camera
- Power Sideview Mirrors
- Bluetooth for phone connectivity to vehicle for hands-free driving
- Daytime running lights
- Spray-in bed liner
- Skid plates
- License bracket
- Title
- Doc fee/CVR
- M plates
- Delivery of unit

Exterior Color

- Silver Metallic
- White

Interior Color

- Jet Black
- Diesel Gray
- Dark Earth Gray

Bidder shall submit a list of all standard equipment.

WARRANTY

The manufacturer shall provide a standard warranty for all equipment. A written copy of the warranty must accompany the bid. The coverage should include all defective parts and workmanship. The selling dealer, at no charge to the city, shall promptly correct all defects.



HIGHLAND

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

To: City Manager, Chris Conrad
From: Mark Rosen, Director of Parks & Recreation
Date: May 3, 2021
Subject: NOML # ~~03-21~~ ^{PR-03-21} - Purchase One New Pickup Truck

Recommendation

I am recommending city council approval to advertise for the above referenced NOML for the purchase of one new pickup truck for the Parks & Recreation Department. The proposed bidding document is attached.

Discussion

In addition to the request to surplus the Ford Ranger, I will also intend to replace two used pickup trucks (1995 & 1996) if a new truck purchase is approved.

Fiscal Impact

The purchase is budgeted in FY 2021/2022

Recommended By: Mark Rosen, Director of Parks & Recreation

Approved By: Chris Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
AUTHORIZING PURCHASE OF FRONT DESK DISPATCH CONSOLE FURNITURE
FOR THE CITY OF HIGHLAND PUBLIC SAFETY BUILDING**

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

WHEREAS, the City Manager requests waiver of the competitive bidding requirement for selection of XYBIX Systems Inc. for purchase of the front desk dispatch console furniture (“Dispatch Console”) required for the City Public Safety Building (“PSB”); and

WHEREAS, the City Manager has informed City Council that Dispatch Console required for the PSB is highly specialized and is offered by very few vendors; and

WHEREAS, the City Manager has informed City Council that the Dispatch Console required for the PSB must be designed and installed in a specific “L” shaped design; and

WHEREAS, the City Manager has informed City Council that City evaluated 2 primary suppliers of “L” shaped Dispatch Consoles required for the PSB: 1) Watson Consoles, and 2) XYBIX Systems; and

WHEREAS, the City Manager has informed City Council that Watson Consoles submitted a bid \$12,000.00 higher than XYBIX Systems Inc.; and

WHEREAS, the City Manager has informed City Council that XYBIX Systems Inc. is the supplier of City’s current police dispatch area furniture, the current XYBIX Systems Inc. police dispatch area furniture has been used 24 hours a day for over 20 years, and the quality and durability of the XYBIX Systems Inc. police dispatch area furniture has been more than adequate; and

WHEREAS, City has determined XYBIX Systems Inc. participates in an approved purchasing cooperative, specifically NASPO Valuepoint, which is a government purchasing consortium similar to IL State Bid pricing; and

WHEREAS, the City Manager has informed the City Council that the total pricing for the XYBIX Systems Inc. Dispatch Console required for the PSB is \$40,320.11, and within budget expectations for furnishing the PSB (*See* Quotation attached hereto as **Exhibit A**); and

WHEREAS, the City Manager has recommended City waive the competitive bidding requirement and purchase the XYBIX Systems Inc. Dispatch Console required for the PSB for \$40,320.11, and according to the Price Quotation (**Exhibit A**); and

WHEREAS, City finds the XYBIX Systems Inc. Dispatch Console Price Quotation to be fair and reasonable, and City has determined the XYBIX Systems Inc. Dispatch Console required for the PSB Price Quotation should be approved (**Exhibit A**); and

WHEREAS, City deems it to be in the best interests of City to waive the competitive-bidding requirement that would otherwise apply and to purchase the XYBIX Systems Inc. Dispatch Console required for the PSB for \$40,320.11, and according to the Price Quotation (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to purchase the XYBIX Systems Inc. Dispatch Console required for the PSB for \$40,320.11, and according to the Price Quotation (**Exhibit A**).

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

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

Section 2. The competitive bidding requirement is waived and the purchase of the XYBIX Systems Inc. Dispatch Console required for the PSB for \$40,320.11, and according to the Price Quotation, (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase (**Exhibit A**).

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

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

AYES:

NOES:

APPROVED:

Kevin B. Hemann, Mayor

City of Highland
Madison County, Illinois

ATTEST:

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



8207 SouthPark Circle
 Littleton, CO. 80120
 1.800.788.2810 F.303.683.5454
 www.xybix.com

Sales : Heather Brown
 Email : HeatherB@xybix.com
 Designer : Meghan Dinardi
 Email : MeghanD@xybix.com

Highland Police Department New Building
 12990 Troxler Avenue
 Highland , IL 62249

FINISH SELECTIONS

Panel Trim : Black
 Panel Fabric Upper : CF Stinson Aerie Ink AIE70
 Panel Fabric Lower : CF Stinson Aerie Ink AIE70
 3D Laminate Counter : Dackor Rock, Concrete A017
 3D Laminate Drawer&Door Front : Dackor Riviera Oak, Monaco D101
 Melamine : Panolam Pluswood 90S Black Chamois
 Edgeband : Panolam Pluswood 90S Black match
 Handle : Eagle Silver

REVISIONS

REV	DESCRIPTION	DATE	DSGN
5	REMOVE: Storage Cabinet w/ printer - Allows everything to be 42H; ADDRESS Verified	1.26.21	MND
6	REPLACE: 3 Drawer Storage Cabinet along Plan East Wall w/ 2-Hi Lateral Files; ADD AWS Storage Cabinets on wall adjacent to opening	02.03.21	MND
7	Cables updated; Finsihes updated; Power from WALLS; Add (2) monitors to top row of EACH WS	04.06.21	MND

Opportunity: 0022907

Drawing Name:
COVER PAGE

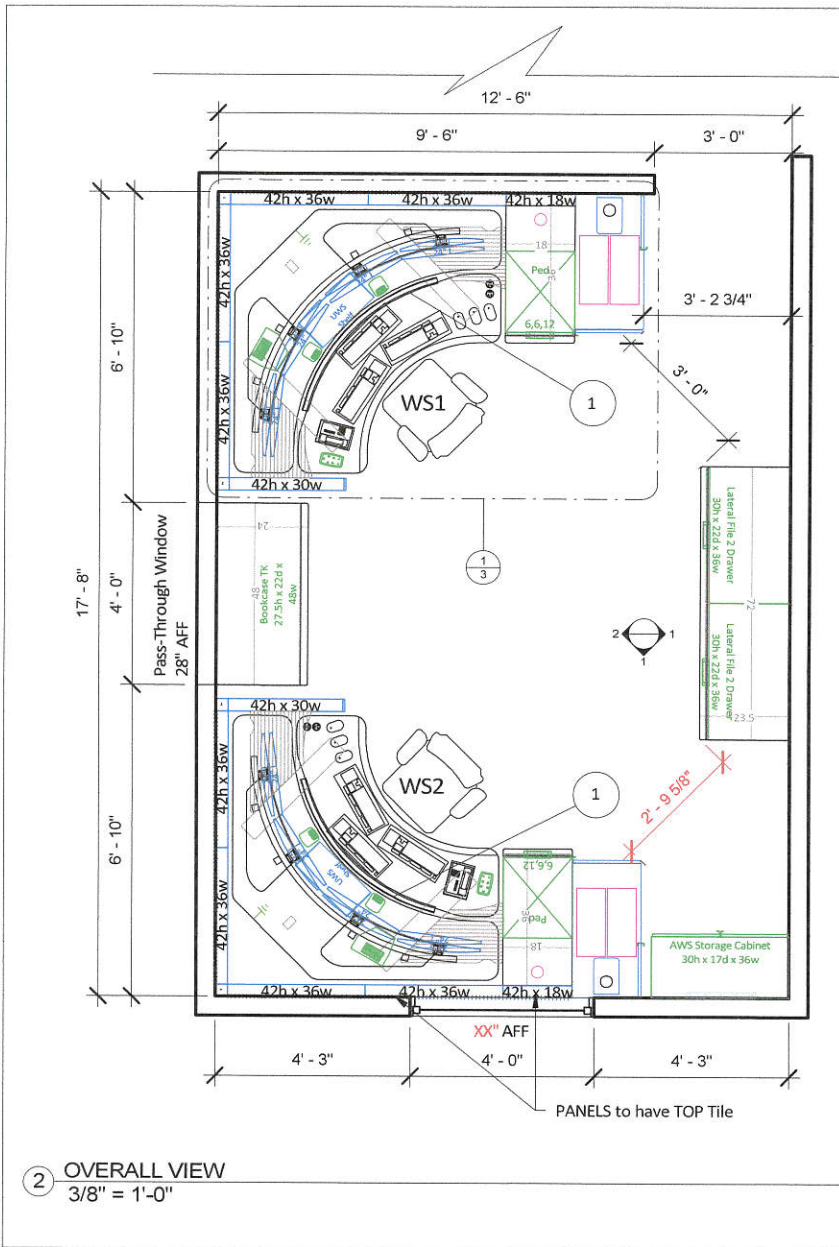
SHEET: 1 of 7
 SCALE: 12" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

SIGN OFF APPROVAL: Furniture orders and product installation shall not proceed until the Client has given approval to these documents. Approval of the Client shall constitute approval of the drawings for contents, scope of work and all dimensions regarded by the Client as being necessary to the use of space, furnishings and equipment. Furniture orders, or product installation authorized by the Client from these documents, shall be interpreted by XYBIX as approval in full to these documents by the Client. Revisions after approval shall result in additional costs.

Signature: _____ Title: _____ Date: _____

Sign-Off Initials: _____ REV 7



CEILING HEIGHT: ?
POWER/DATA COMING FROM: WALLS

INTERNAL PROJECT NOTES	
#	ISSUE
1	USB Boosters needed for DataDock's USBs due to extended length from table to CPU Cabinets

② OVERALL VIEW
3/8" = 1'-0"



8207 SouthPark Circle
Littleton, CO 80120
1.800.788.2810 F. 303.683.5454
www.xybix.com

Sales : Heather Brown

Email : HeatherB@xybix.com

Designer : Meghan Dinardi

Email : MeghanD@xybix.com

Highland Police Department New Building
12990 Troxler Avenue
Highland, IL 62249

Opportunity: 0022907

Drawing Name:
OVERALL VIEW

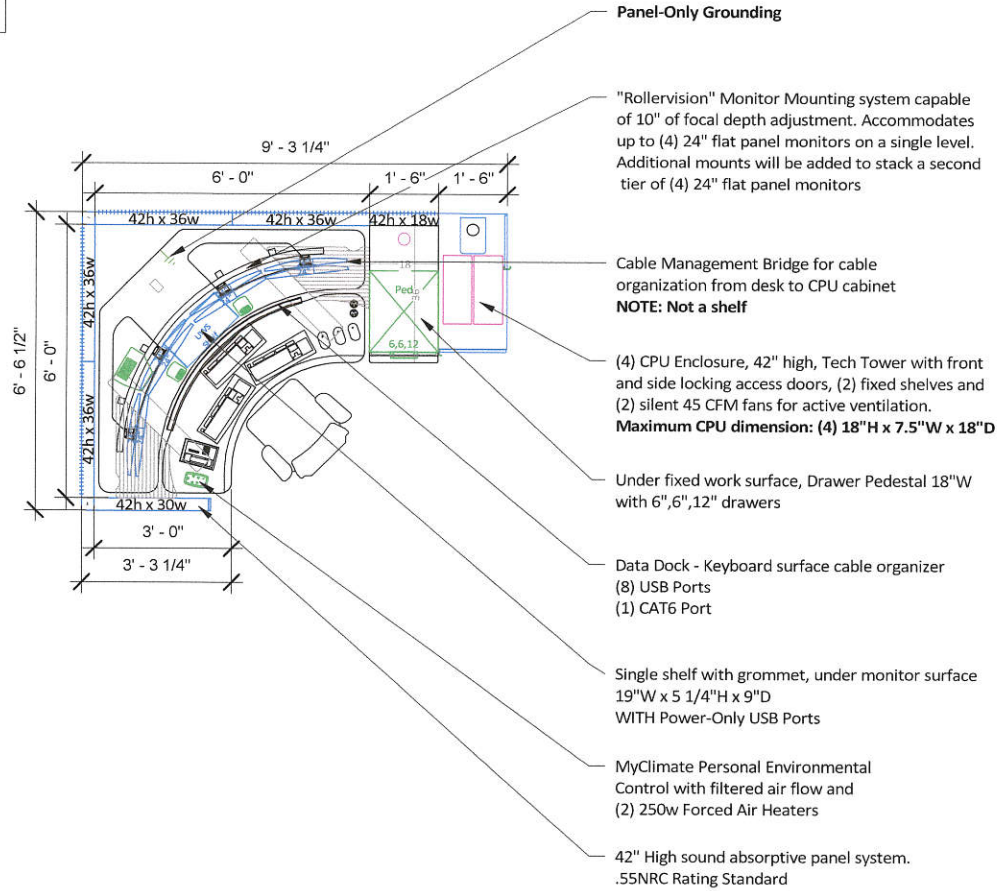
SHEET: 2 of 7
SCALE: 3/8" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

Sign-Off Initials: REV

x _____ 7

Conceptual Images. Refer to Samples for Exact Color and Pattern Representation.



XybiX 72"x72" Dual Surface Console with true sit to stand adjustment range of 22"-48" AFF, with L55 Table Base.



8207 SouthPark Circle
Littleton, CO, 80120
1.800.788.2810 F.303.683.5454
www.xybiX.com

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Email : MeghanD@xybiX.com

Highland Police Department New Building
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Highland, IL 62249

Opportunity: 0022907

Drawing Name:
TYPICAL WORKSTATION

SHEET:	SCALE:
3 of 7	As indicated

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x _____	7

① TYPICAL WORKSTATION
3/8" = 1'-0"

Conceptual Images. Refer to Samples for Exact Color and Pattern Representation.

WORKSURFACE



ROCK
CONCRETE

CABINERY FACE



RIVIERA OAK
MONACO

CABINERY SIDE



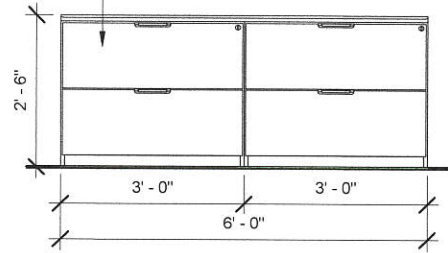
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HANDLE



SILVER

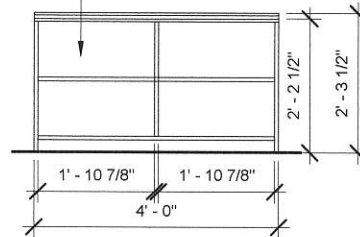
(2) 36" Wide Lateral File with (2) Drawers
under fixed work surface
30" AFF to top side of work surface



① LATERAL FILES
1/2" = 1'-0"



48" Wide Bookcase with (2) shelf
under fixed work surface
27.5" AFF to top side of work surface



② BOOKCASE
1/2" = 1'-0"



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Highland Police Department New Building
12990 Troxler Avenue
Highland, IL 62249

Opportunity: 0022907

Drawing Name:
STORAGE

SHEET: 4 of 7
SCALE: As indicated

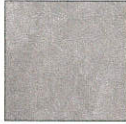
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Sign-Off Initials: REV

x _____ 7

Conceptual Images. Refer to Samples for Exact Color and Pattern Representation.

WORKSURFACE



ROCK
CONCRETE

CABINERY FACE



RIVIERA OAK
MONACO

CABINERY SIDE

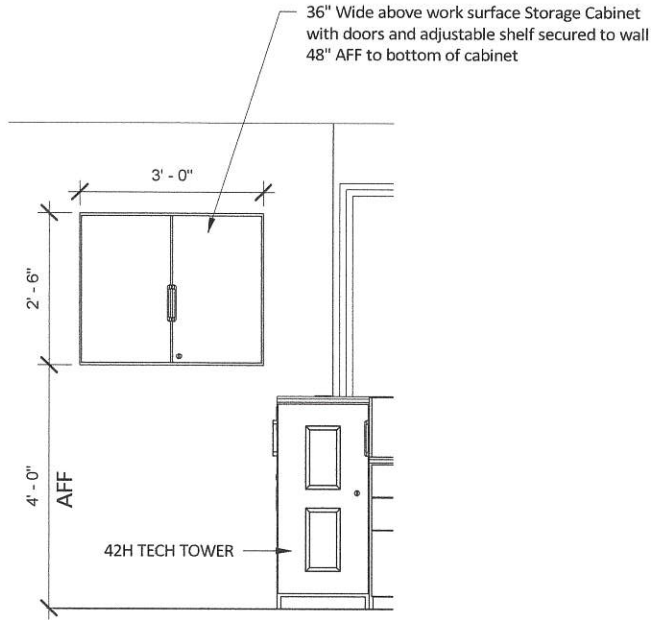


BLACK

HANDLE



SILVER



① AWS STORAGE CABINET
1/2" = 1'-0"



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Highland Police Department New Building
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Highland, IL 62249

Opportunity: 0022907

Drawing Name:
STORAGE CON'T

SHEET:	SCALE:
5 of 7	As indicated

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x _____	7

MONITOR EXTENSION CABLE CONNECTIONS



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Email : MeghanD@xybix.com

MONITOR EXTENSION CABLES **PER POSITION** Position Type TYPICAL WORKSTATION

CABLE TYPE							
	VGA Male / Female Extension Standard connection for monitors	DVI-D Male / Female Extension Typical for Hi-Resolution	DVI-I 10' Max Length Male / Female Extension Typical for Hi-Resolution	HDMI Male / Male Replacement Typical for Hi-Resolution	Display Port Male / Male Replacement Typical for Hi-Resolution	USB Keyboard Mouse	AUDIO Typical for Speakers
	8 EA.						

*** (8) ADDITIONAL USB BOOSTERS NEEDED PER EACH WS'S USB ***

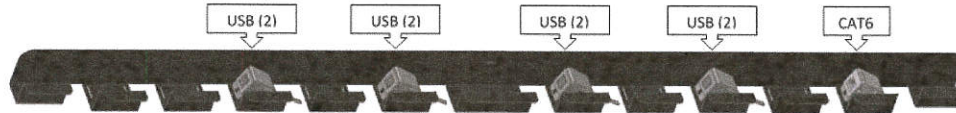
DATA DOCK

For Keyboard; Mice and Phone connection.
Data Dock USB Cables are exclusively sold through Xybix only.

Standard Data Dock System will include:

- (1) CAT6 coupler
- (4) Dual-USB Ports (8 ports total)

STANDARD SHOWN



Highland Police Department New Building
12990 Troxler Avenue
Highland, IL 62249

OPTIONAL ITEMS

ADDITIONAL DATA DOCK CABLES

Indicate the number of each cable to be included **in addition** to the standard Data Dock

NOTE: These cables will be charge separately
NOTE: There are only 5 available spaces for these options



If different cable connector types are required it is your responsibility to contact your designer or sales rep.

***** You agree that any changes to this order following receipt of sign-off drawing and PO may result in additional cost that will be expensed to the client *****

Signature: _____ Date: _____

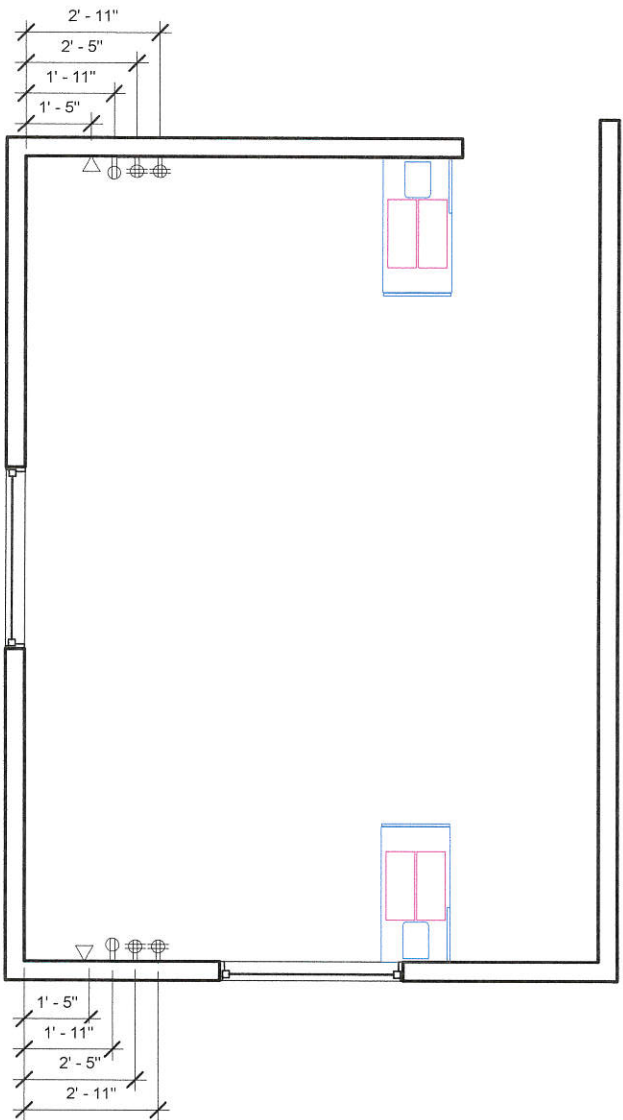
Opportunity: 0022907

Drawing Name:
CABLE SHEET

SHEET: 6 of 7 SCALE:

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Sign-Off Initials: _____ REV
x _____ **7**



① POWER PLAN.
3/8" = 1'-0"



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Highland, IL 62249

Opportunity: 0022907

Drawing Name:
POWER PLAN

SHEET:	SCALE:
7 of 7	3/8" = 1'-0"

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Sign-Off Initials:	REV
x _____	7

Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton CO 80120
 Phone: 303-683-5656
 Fax: 303-683-5454
 meghand



Quote Number: 28281

Quote Date: 4/6/2021
Revision: C
Orig Create Date: 4/6/2021
Expires: 6/30/2021
Opp #: 0022907

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 1 of 3

<p>QUOTE TO: Acct: HIGPOLHUIL Highland Police Department PO BOX 218 1115 Broadway Highland IL 62249</p> <p>Phone: Email:</p>	<p>SHIP TO: Highland Police Department 12990 Troxler Ave Highland, IL 62249 USA</p> <p>Salesperson: HEATHER BROWN Phone: (720) 326-1165 Email: heatherb@xybix.com</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Standard 2020 Price List

EAGLE LINE

** PREVAILING WAGE*

*** STD 2020 Pricing will be honored until June 30th, 2021. After this date there will be a price increase.*

04.06.2021 R7: Cables determined; Finishes updated; Power from WALLS; Add (2) monitors to top tier to EACH WS. MND

02.03.2021 R6: REPLACE: 3 Drawer Storage Cabinet along Plan East Wall w/ 2-Hi Lateral Files; ADD: AWS Storage Cabinet on wall adjacent to opening. MND

01.26.2021 R5: REMOVE: Storage Cabinet w/printer - Allows Panels and BOTH TTs to be 42H. ADDRESS Verified. MND

Xybix is not registered to collect sales tax in the state of IL and any sales tax due on your transaction will need to be paid directly by you to your State agency (this is commonly referred to as USE Tax).

Line	Part Num	Desc	Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3Fabric 12343-1-SS - 42-48in - 27.00 LF @ \$212.00/LF 12343-1-DS - 42-48in - 7.00 LF @ \$287.00/LF Upper Tiles Fabric Color: TBD Grade 3 G3 Lower Tiles Fabric Color: TBD Grade 3 G3 Panel Trim Color: TBD	1 1.00 EA	\$7,733.00	36.00 %	\$4,949.12	\$4,949.12
1.01	13771.	Panel Tile 12147-14HX18W W-Fabric	2 1.00 EA	\$158.00	36.00 %	\$101.12	\$101.12
1.02	13771.	Panel Tile 11430-14HX36W W-Fabric	3 1.00 EA	\$158.00	36.00 %	\$101.12	\$101.12
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 72L x 72R - Cable Management Included	4 2.00 EA	\$2,313.00	50.00 %	\$1,156.50	\$2,313.00
3.00	15844	L5S Table Base for 72X72 Corner Worksurface	5 2.00 EA	\$7,044.00	50.00 %	\$3,522.00	\$7,044.00
4.00	12757-3D.	Monitor Mount 2 - Rollervision - - 1 - Corner Dual Surface - 72L x 72R16127 - Std VESA Mount 2 HI 2 Knuckle Qty = 4 Total: \$2,868.00	6 2.00 EA	\$4,743.00	50.00 %	\$2,371.50	\$4,743.00

Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton CO 80120
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 meghand



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 Revision: C
 Orig Create Date: 4/6/2021
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Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 2 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
5.00	13729	Ext Monitor Cable 25' VGA High Quality Male/Female	7	16.00 EA	\$88.00	50.00 %	\$44.00	\$704.00
5.01	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	8	2.00 EA	\$602.00	50.00 %	\$301.00	\$602.00
5.02	11996	Ext. Cable USB Type A to Type A Extension & Booster 5M (16' 4")	9	16.00 EA	\$105.00	50.00 %	\$52.50	\$840.00
6.00	15847	Grounding Kit Panel Frame Only	10	2.00 EA	\$597.00	50.00 %	\$298.50	\$597.00
6.01	11792-BLK	Power Bar - 10 Outlet With Black Sticker	11	2.00 EA	\$156.00	50.00 %	\$78.00	\$156.00
6.02	11792-OR	Power Bar - 10 Outlet With Orange Sticker	12	2.00 EA	\$156.00	50.00 %	\$78.00	\$156.00
8.00	15463	Shelf Under Surface 19W x 9D - Metal	13	2.00 EA	\$146.00	50.00 %	\$73.00	\$146.00
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	14	2.00 EA	\$122.00	50.00 %	\$61.00	\$122.00
9.00	15620MCC	MyClimate Personal Climate Control With Forced Air Heat 250W X2 = 500W	15	2.00 EA	\$2,273.00	50.00 %	\$1,136.50	\$2,273.00
10.00	12031-3D.	Return Worksurface - 72Wx23.5D	16	1.00 EA	\$647.00	50.00 %	\$323.50	\$323.50
10.01	12030-3D.	Return Worksurface - 48Wx24D	17	1.00 EA	\$386.00	50.00 %	\$193.00	\$193.00
10.02	12033-3D.	Return Worksurface - 18Wx36D	18	2.00 EA	\$516.00	50.00 %	\$258.00	\$516.00
11.00	16209	Cable Bridge Corner Angled Left Side	19	2.00 EA	\$229.00	50.00 %	\$114.50	\$229.00
11.01	16210	Cable Bridge Corner Angled Right Side	20	2.00 EA	\$229.00	50.00 %	\$114.50	\$229.00
11.02	15447-3D.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Right Access	21	1.00 EA	\$1,841.00	50.00 %	\$920.50	\$920.50
11.03	15447-3D.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Left Access	22	1.00 EA	\$1,841.00	50.00 %	\$920.50	\$920.50
12.00	C-11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	23	2.00 EA	\$1,238.00	50.00 %	\$619.00	\$1,238.00
14.00	11668-3D.	Lateral File - 36W2 Drawer 30H	28	2.00 EA	\$1,738.00	50.00 %	\$869.00	\$1,738.00
15.00	C-13615-3D.	Bookcase - UnderWS W/Toekick - 48W, 27.5H, 22D	24	1.00 EA	\$1,319.00	50.00 %	\$659.50	\$659.50

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Page: 3 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
16.00	13676-3D.	Storage Cabinet - Above WorkSurface - 36W, 30H, 17D Wall Mounted	29	1.00 EA	\$1,395.00	50.00 %	\$697.50	\$697.50
18.00	12235	Support - "L" Bracket 18"	30	1.00 EA	\$41.00	50.00 %	\$20.50	\$20.50
18.01	14655	Wall Screw Anchor Kit	31	1.00 EA	\$13.00	50.00 %	\$6.50	\$6.50
90.00	16139	Installers Kit Eagle Line	26	2.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	27	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Line (27) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight	2,700.00
2.) Installation - PREVAILING WAGE	5,081.25

List Price Total:	\$62,824.00	Lines Total:	\$32,538.86
		Line Miscellaneous Charges Total:	\$7,781.25
		Taxes Total:	\$0.00
		Quote Total:	\$40,320.11

Note 1:
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
 Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Dispatch Console Furniture Agreement

THIS AGREEMENT is made and entered into by and between the Highland Police Department, 12990 Troxler Ave, Highland, IL. 62249, hereafter referred to as "Customer" and XYBIX Systems Inc., 8207 SouthPark Circle, Littleton, CO 80120, hereafter referred to as the "Contractor".

RECITALS

WHEREAS, the CUSTOMER, wishes to purchase the product and services of the Contractor to provide new dispatch console furniture; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the CUSTOMER, and the Contractor agree as follows:

ARTICLE 1: TERM AND COST OF THE AGREEMENT

1.1 The Contractor agrees to furnish services on behalf of the CUSTOMER during the period commencing upon receipt of a "complete order" (including; executed contract or Purchase Order, executed finish selection sign-off sheet, executed cable selection sign-off sheet, and executed final drawing sign-off sheet) and terminating upon the final installation and completion of any punch lists, as per final approved drawing Highland Police Department – Revision 7 attached hereto and identified as Attachment B.

1.2 The Contractor shall be paid for time, materials and expenses. The cost of this Agreement to CUSTOMER shall not exceed \$40,320.11 as per XYBIX Quote #28281 Revision C attached hereto and identified as Attachment A.

1.3 Acceptance Test Plan – A CUSTOMER representative shall be available on maximum 24 hours' notice to walk the project with Contractor's representative for the purpose of testing the functionality and specification compliance of all equipment supplied by the Contractor. A "punch list" will be created and signed by both parties with Contractor indicating the lead time required to complete punch list. CUSTOMER may withhold a maximum of 10% of the contract total as retention for completion of the punch list. Punch list form is attached hereto and identified as Attachment C.

1.4 Time is of the essence on this project. The Contractor agrees to have the console furniture built, installed and tested by August 13th, 2021. CUSTOMER agrees to have a "complete order" to Contractor by April 23rd, 2021.

1.5 The Contract documents are as follows. This agreement and any amendments to it include;

Dispatch Console Furniture Agreement

- Attachment A – Quotation
- Attachment B – Final Drawings
- Attachment C – If applicable, acceptance test plan, punch list form, and any amendments to listed attachments

ARTICLE 2: EQUIPMENT AND SERVICES TO BE PROVIDED.

2.1 The specifications in this Agreement identify the type of console furniture equipment CUSTOMER is purchasing.

2.1.1 CUSTOMER shall designate one employee as the Project Director who shall act with and on behalf of CUSTOMER. That employee shall be Shawn Bland. The Contractor, his employees and associates shall coordinate work schedules with the Project Director, Mr. Kelley Smith.

2.1.2 The Contractor shall provide all hardware, system engineering, software, material and labor necessary to deliver, install and test, fully operational console furniture equipment. Delivery and installation is to be at the CUSTOMER located in, 12990 Troxler Ave, Highland, IL. 62249. The Contractor shall be responsible for installing the dispatch console furniture in the location(s) indicated, and as directed by the Project Director.

2.2 **WORK INCLUDED:** All necessary and incidental equipment needed in order to meet the requirement for a complete installation in full compliance with specifications and approved drawings shall be supplied by the Contractor. The Contractor is responsible for verifying the completeness of any parts lists, the correctness of any type numbers and the overall suitability of the equipment to meet the main purpose of this Agreement.

ARTICLE 3: GENERAL TERMS

3.1 **LICENSES, PERMITS AND APPROVALS:** The Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of the Contract and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work.

3.2 **SHIPMENT OF EQUIPMENT:** The Contractor shall assume all risk and bear all costs for all equipment until it has been delivered to CUSTOMER premises. The Contractor shall unpack and inspect all equipment to verify it is free of physical defects.

3.3 **STORAGE OF MATERIALS:** CUSTOMER will provide a reasonable level of security for storage after delivery by Contractor and prior to final acceptance. It shall be the Contractor's responsibility for storage of any materials and CUSTOMER will not be responsible for loss of, or damage to materials, tools, appliances, or other causes

Dispatch Console Furniture Agreement

unless such loss or damage results from negligence of CUSTOMER.

3.4 ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title or interest in or any part thereof, without previous written consent of CUSTOMER and any sureties.

3.5 PAYMENTS: The Contractor may submit billing invoices based on the following schedule: 50% Deposit; 40% Install; 10% Punch.

3.6 TITLE FOR EQUIPMENT: Title passes to Customer upon final sign-off, acceptance and payment in full. No written title document need be supplied by the Contractor.

3.7 EXTRA WORK: No claims for extra work will be allowed unless same shall have been previously ordered by CUSTOMER in a written change order.

3.8 TAX EXEMPT STATUS: This project is tax exempt.

3.9 DELIVERY REQUIREMENTS - CONTRACTOR RELEASE: Contractor shall be excused from performance during the time and to the extent they are prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide CUSTOMER satisfactory evidence that non-performance is due to other than fault or negligence on their part.

3.10 TESTING: All equipment to be supplied under this Contract shall be tested in the factory of manufacture by the original equipment manufacturer before shipping. CUSTOMER reserves the right, at CUSTOMER's expense, to personally witness and participate in the factory testing.

3.11 CLEANING: Each day during the installation, the Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.12 CONTRACT MANAGEMENT: The Contractor shall appoint a Project Manager who shall be responsible for the progress and quality of all work to be performed, and be available for discussions, when requested by the Project Director, concerning the fulfillment of the Agreement. Official documents addressed to the Contractor will be delivered to the Project Manager by the Project Director. The Project Manager shall be available for work on this project at the time of signing the Agreement.

3.13 NOTICE AND SERVICE THEREOF: Any notice to the Contractor from CUSTOMER relative to any part of this agreement shall be considered delivered and

Dispatch Console Furniture Agreement

the service thereof completed when said notice is posted by certified mail to the said Contractor at its last given address or delivered in person to said Contractor or its Project Manager on the job.

3.14 **EQUIPMENT AND INSPECTION:** The duty for determining rejected or defective equipment shall rest equally upon the Contractor and CUSTOMER and faulty equipment and defective work may be rejected at any time before the final completion and acceptance of the work.

3.15 **INSURANCE:** If required and upon request by CUSTOMER, Contractor can provide a certified proof of insurance. The certificate will follow these terms and requirements.

Work shall not commence until all necessary insurance requirements have been met and certificates thereof have been filed with CUSTOMER. All certificates of insurance shall be made out to CUSTOMER and submitted to CUSTOMER prior to the signed Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement, and must not be allowed to lapse by the Contractor.

The Contractor shall require that all Subcontractors, including individuals hired as Independent Contractors, also maintain the insurance required below. The Subcontractors, and individuals hired as Independent Contractors, shall provide certificates of insurance to the Contractor, and the Contractor shall provide copies of those certificates to the City before the Subcontractor begins work.

Renewal certificates, for the Contractor, all Subcontractors, and all Independent Contractors, shall be submitted to CUSTOMER for policies which expire during the term of this agreement, or work may be stopped or payment delayed by CUSTOMER.

Insurance Requirements

The Contractor agrees it will defend, indemnify and hold harmless CUSTOMER, its officers and employees against any and all liability, loss, costs, damages and expenses which CUSTOMER, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Contractor further agrees that in order to protect itself as well as CUSTOMER under the indemnity provision set forth above, it will at all times during the term of this Contract keep in force:

1. Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to

Dispatch Console Furniture Agreement

operation and premises of Contractor;

2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this;
3. Workers Compensation Insurance.
4. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Contractor will furnish the Owner with certificates of insurance listing CUSTOMER as Additionally Insured.

3.16 LAW OF THE STATE OF COLORADO: This Agreement is entered into within the State of Colorado, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and that all statutory, charter and ordinance provisions that are applicable to public Contracts in the City and the State of Colorado shall be followed with respect to this Agreement.

3.17 RECORDS - AVAILABILITY AND RETENTION: Pursuant to Colorado Statutes, the Contractor agrees that CUSTOMER, the CUSTOMER Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

3.18 NON-DISCRIMINATION: During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, sexual orientation, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

3.19 MERGER AND MODIFICATION: It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

3.20 INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint

Dispatch Console Furniture Agreement

ventures within CUSTOMER. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available CUSTOMER employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

3.21 **WARRANTY:** The Contractor shall warrant to CUSTOMER that the equipment to be delivered shall conform to the specifications and be free from defects in materials and workmanship.

3.21.1 **Time of Warranty:** The Contractor shall warrant all materials and workmanship supplied for a period of five years from the date of final completion and acceptance of the total complete work by CUSTOMER or beneficial use and occupancy of the furniture whichever occurs first.

3.21.2 **Design Performance:** The Contractor shall warrant that the equipment is capable of performing satisfactorily under normal operating conditions at specified equipment ratings and capacity. The Contractor shall warrant that the equipment supplied is free from imperfections in design, materials or construction which would create hazards.

3.22 **TRAINING AND DOCUMENTATION:** The Contractor shall provide on-site training and instruction for CUSTOMER employees covering the operation of the console work position features including, but not limited, to the adjustable monitor surface and the adjustable writing and keyboard surface. The Contractor shall also provide the Owner with any and all pertinent documentation describing the features and operation for the console work positions.

3.23 **SCHEDULE:** CUSTOMER will provide a date a minimum of sixty (60) calendar days in advance when installation is to begin. The Contractor is to complete installation within 4 calendar days after that date. That date will be approximately August 10th, 2021 with a completion by August 13th, 2021. These dates are to be verified between CUSTOMER and Mr. Kelley Smith of Xybix.

3.24 The prices, terms, and conditions of this contract may be extended to other governmental agencies at the mutual agreement of both the agency and the Contractor. All requirements of the specifications, purchase order, invoices, and payments with the other agencies would be executed directly between the Contractor and the using agency.

ARTICLE 4: CONSOLE FURNITURE GENERAL REQUIREMENTS

Dispatch Console Furniture Agreement

4.1 **NEW EQUIPMENT:** All equipment and materials shall be new, and shall be the best of their respective kinds, free of corrosion, scratches, or such other defects as to present anything other than a new appearance. This agreement defines the minimum technical requirements and parameters for all console furniture units for the CUSTOMER Communications Center.

4.1.1 **Current Design:** The electronic equipment to be installed by others in the console furniture will be modular and reflect current concepts in dispatch center design.

4.1.2 **Standards:** The console furniture shall meet or exceed the latest applicable ADA, BIFMA, and ANSI/HFES100-2007 Ergonomic Standards. All panels and equipment mounting rails shall conform to EIA standards.

4.2 **MECHANICAL REQUIREMENTS:** The radio communications console furniture shall have an electrically adjustable keyboard shelf/writing surface independent of the monitor surface and an electrically adjustable monitor surface.

4.2.1 **Construction:** If selected, the console furniture panel enclosure shall consist of a 14 ga. welded and powder coated painted steel framework with 20 ga. steel (fabric/acoustical) tiles or panel segments attached to both sides to form a strong and attractive enclosure system. The acoustical panels shall use Class A flame spread fabrics and all panel system components shall be of non-combustible construction. Console furniture must be designed so it can be disassembled and reconfigured in the field.

4.2.2 **Colors and Finish:** The consoles shall have colors and finishes as follows:

Panel Trim: Black
Panel Fabric Upper: CF Stinson Aerie Ink AIE70
Panel Fabric Lower: CF Stinson Aeire Ink AIE70
3D Laminate Counter: Dackor Rock, Concrete A017
3D Laminate Drawer&Door Front: Dackor Riviera Oak, Monaco D101
Melamine: Panolam Pluswood 90S Black Chamois
Edgeband: Panolam Pluswood 90S Black match
Handle: Eagle Silver

4.2.3 **Work Surface:** The Contractor shall provide a vertically adjustable, electric powered, keyboard/writing surface. The writing/keyboard surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the writing surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.

Dispatch Console Furniture Agreement

4.2.4 Monitor Surface: The Contractor shall provide a vertically adjustable, electric powered, monitor surface. The monitor surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the monitor surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.

4.3 Stability: The console furniture shall be designed to prevent the console from tipping over due to high loads on the writing/keyboard or monitor surfaces or elsewhere. The consoles shall be capable of resisting a static load anywhere on the writing surface of 500 lbs. without damage resulting. Support legs shall not interfere with operator feet.

4.4 Leveling: The bottom of the console furniture shall be equipped with leveling devices that the Contractor shall use at the time of installation to provide a writing surface that is essentially level even if there is a slight variation from level in the flooring.

4.5 Task Lighting: If selected, each of the indicated consoles shall be equipped with a Contractor provided, installed and connected articulating task light, equipped with LED light bulbs as per approved drawings.

4.6 MyClimate Personal Environments Circulated Air System: If selected and per the drawings in Attachment B, the Contractor shall provide and install a MyClimate Personal Environments System for each of the console furniture positions.

4.7 Focal Depth adjustment. LCD monitors can be placed on a RollerVision focal depth adjuster which provides 10 inches of easy manual adjustment from 20" minimum to 30 maximum.

4.8 Drawings: Contract drawings as approved by Customer shall be the basis for all materials provided and for installation of consoles in the space provided. It is the responsibility of CUSTOMER to verify with Contractor that all equipment is accounted for.

Dispatch Console Furniture Agreement

Contractor having signed this Agreement, and the CUSTOMER officials having duly approved this contract on the ___ day of _____, 20__, and pursuant to such approval and the proper CUSTOMER officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

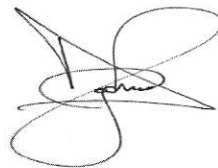
Approved as to form:

Highland Police Department

Representative, Title

Date: _____

XYBIX SYSTEMS, INC.



Doug Herman, VP of Sales & Design
Xybix Representative, Title

Date: April 10th, 2021



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

To: Honorable Mayor Hemann, Members of the City Council

From: Chris Conrad-Interim City Manager

Date: April 26, 2021

Re: Waiver of customary bidding practices in selection of Dispatch/reception console provider for the Public Safety Building

Request: We are asking the Council to waive the normal and customary bidding process for the selection of the front desk/dispatch console supplier for the Public Safety Building and to select XYBIX Systems Inc., 8207 SouthPark Circle, Littleton, CO 80120. This authorization will allow the purchase the selected front desk/reception/dispatch consoles for the Public Safety Building.

Discussion and Selection Process: The front desk dispatch console furniture is a highly specialized subset of public furniture and is offered by very few vendors. In addition to limited suppliers, we were further limited by the constraints of the physical location these consoles will be installed in, we needed a specific L shaped solution, which was not offered by all vendors.

After eliminating those that did not offer L shaped solutions, we evaluated 2 primary suppliers being Watson Consoles and Xybix Systems. Cost: Watson submitted a bid approximately \$12,000 higher than the Xybix solution. Quality: Xybix Systems is the supplier of our current dispatch area furniture and we have been very pleased with the quality and durability of the product which has been used 24 hours a day for over 20 years, so we are comfortable with the quality of their products.

As with the selection of CI Select, Xybix Systems also participates in an approved purchasing cooperative, specifically NASPO Valuepoint which is a government purchasing consortium similar to IL State Bid pricing. More information about these approved purchasing



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

consortiums can be found on the Illinois Chief Procurement Office website:

<https://www2.illinois.gov/cpo/general/Pages/Documents-Referenced-in-CPO-Notice-2018.04.aspx>

The front reception area consoles are highly specialized to allow for multiple screens and variable heights. We envision this area being utilized as a secure point of service for the community. The multiple screens would allow a single employee to quickly access numerous programs and software service modules to serve the public. The variable heights ergonomically allow employees of all heights to comfortably work at the stations or even stand increasing productivity. This location will also serve as our backup radio system following any future 911 consolidation.

For your review I have included the pricing proposal and CAD designs of the consoles and the room layout design.

Budget Impact: The furniture, fixtures and equipment expenses were budgeted at 11% of the original contract price of \$6.6 million, with the FFE costs coming out of the Police Department reserves. The total pricing provided by XYBIX System Inc. is \$40,320.11 and is within our expectations for these consoles and within our expected budget.

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
AUTHORIZING PURCHASE OF APPLIANCES FOR THE CITY OF HIGHLAND
PUBLIC SAFETY BUILDING**

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

WHEREAS, the City Manager requests waiver of the competitive bidding requirement for selection of Broadway Battery & Tire for required appliances for the City Public Safety Building (“PSB”), excluding the EMS dayroom; and

WHEREAS, the City Manager has informed City Council that needed appliances have been determined for the PSB, and price quotes have been obtained from: 1) Appliance Connection; 2) Home Depot; 3) Goedekers; and 4) Broadway Battery & Tire; and

WHEREAS, the City Manager has informed City Council that the appliances at the current Police Station have been purchased from, and maintained by, Broadway Battery & Tire for many years, and the products and service have proven to be excellent; and

WHEREAS, the City Manager has informed City Council that, based on quotes received from multiple vendors, it would cost \$130 less to buy appliances from multiple vendors, rather than buy all appliances from Broadway Battery & Tire; and

WHEREAS, the City Manager has informed City Council that, in his opinion, staff time spent to procure the appliances from different vendors, and staff time spent to have maintenance performed going forward, is not worth \$130 of up-front savings to purchase from multiple vendors, and the City Manager recommends buying all the appliances from Broadway Battery & Tire in Highland, Illinois; and

WHEREAS, the City Manager has informed City Council that purchasing all of the appliances from Broadway Battery & Tire would ensure that Broadway Battery & Tire would be available to service all of the appliances at the new PSB going forward; and

WHEREAS, the City Manager has informed the City Council that the total pricing for the appliances from Broadway Battery & Tire is \$10,439.00, and within budget expectations for furnishing the PSB (*See* Quotation attached hereto as **Exhibit A**); and

WHEREAS, the City Manager has recommended City waive the competitive bidding requirement and purchase appliances from Broadway Battery & Tire for the PSB for \$10,439.00, and according to the Price Quotation (**Exhibit A**); and

WHEREAS, City finds the Price Quotation (**Exhibit A**) from Broadway Battery & Tire to be fair and reasonable, and City has determined the Price Quotation (**Exhibit A**) from Broadway Battery & Tire should be approved (**Exhibit A**); and

WHEREAS, City deems it to be in the best interests of City to waive the competitive-bidding requirement that would otherwise apply and to purchase appliances from Broadway Battery & Tire for \$10,439.00, and according to the Price Quote (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to purchase appliances from Broadway Battery & Tire for \$10,439.00, and according to the Price Quote (**Exhibit A**).

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

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

Section 2. The competitive bidding requirement is waived and the purchase of appliances from Broadway Battery & Tire for \$10,439.00, and according to the Price Quote (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase (**Exhibit A**).

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

SHOP ORDER

NAME H P D		
ADDRESS		
CITY		
PHONE 618-606-0407	MAKE Shawn Bland	DATE
YEAR	MILEAGE	LICENSE NO.



Firestone
Broadway Battery & Tire
 1001 Washington
 Highland, Illinois 62249
 Phone 618-654-8684

ETA	ITEM NUMBER	DESCRIPTION	UNIT PRICE	Service & Labor	MDSE.
6-8-21	(2) GDEJSEKSS	Bottom Freezer Refrig	1770 00	EACH	3540 00
6-24-21	GZS2JFYNFS	Counter-Depth SIBIS Refrig	1735 00		1735 00
	PE5722JSLSS	Counter-top microwave	799 00	EACH	798 00
6-10-21	PVS06BSPSS	GE Beverage Center	1099 00		1099 00
	GDT225SSLSS	ADA height Built-in Dishwasher	849 00		849 00
	GFW850SSNWW	GE Front load washer	960 00		960 00
	GFD85ESSNWW	GE Front load Electric dryer	960 00		960 00
4-7-21	(2) GFP1528SNWW	FIL washer & Dryer Pedistals	249 00	EACH	498 00
		Parts and Installation extra			
CUSTOMER REQUESTS:					
			SUBTOTALS		
			SALES TAX		
CUSTOMER SIGNATURE _____			INVOICE TOTAL		10,439



**GE® 21.8 Cu. Ft. Counter-Depth
Fingerprint Resistant Side-By-Side...**

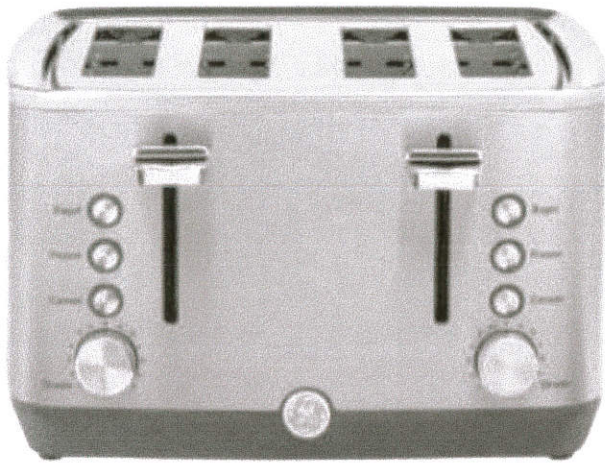
Model #: GZS22IYNFS

★★★★★ (1337)



1,899.00

- Fingerprint Resistant Stainless
- Showcase LED lighting
- Counter-depth design
- Dimensions: 69 1/2 H x 35 3/4 W x 30 3/4 D



GE 4-Slice Toaster

Model #: G9TMA4SSPSS

★★★★★ (131)



59.00 ~~Was \$88.00~~

- 7 Shade Settings
- Pre-Set Functions
- 4 Slice Toaster
- Dimensions: 7 16/25 H x 12 8/47 W x 11 9/50 D



GE Digital Air Fry 8-in-1 Toaster Oven

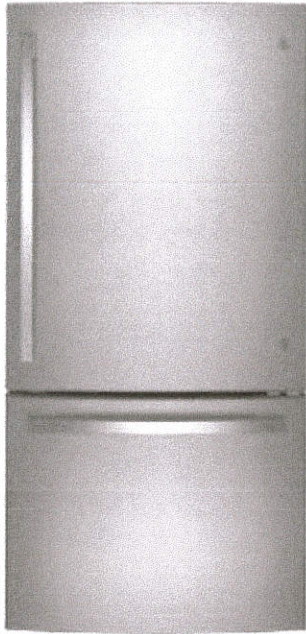
Model #: G9OAAASSPSS

★★★★★ (34)



199.00 ~~Was 5243.00~~

- Combination Toaster Oven with Air Fry
- Convection Mode
- Air Fry Mode
- Dimensions: 14 H x 16 9/10 W x 17 7/10 D



GE® ENERGY STAR® 24.8 Cu. Ft. Bottom-Freezer Drawer Refrigerator

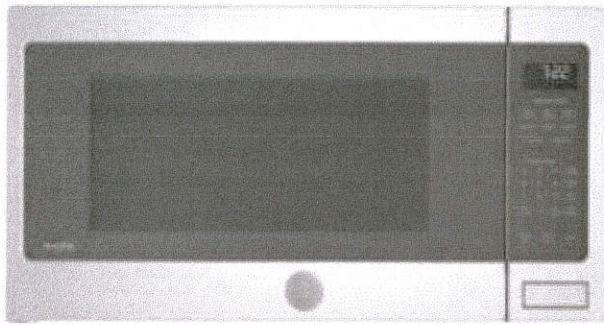
Model #: GDE25ESK55

★★★★★ (482)



1,899.00

- 33" width
- LED lighting
- Sliding snack drawer
- Dimensions: 69 7/8 H x 32 3/4 W x 37 1/2 D



GE Profile™ 2.2 Cu. Ft. Countertop Sensor Microwave Oven

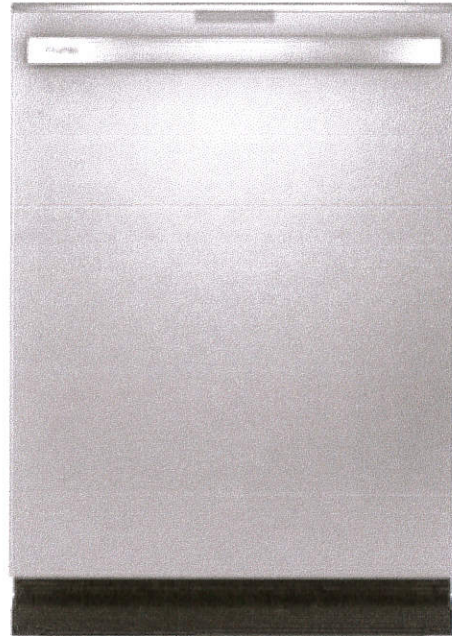
Model #: PES7227SLSS

★★★★★ (407)



399.00

- 2.2 cu. ft. capacity
- Sensor cooking controls
- Weight and time defrost
- Dimensions: 14 H x 24 1/8 W x 19 3/4 D



GE Profile™ Fingerprint Resistant Top Control with Stainless Steel Interior...

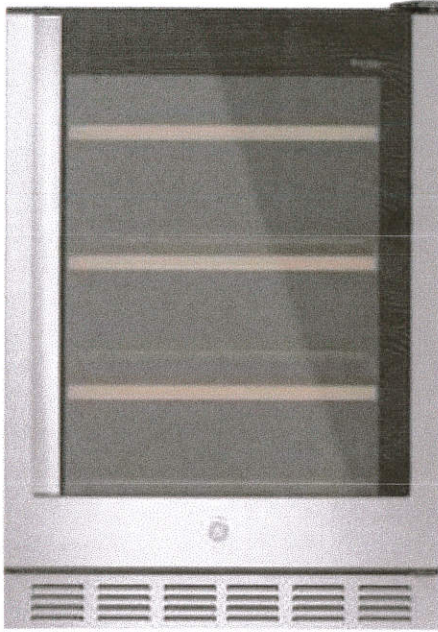
Model #: PDT785SYNFS

★★★★★ (629)



1,319.00

- Twin Turbo Dry Boost
- WiFi powered by SmartHQ™
- Deep Clean Silverware Jets
- Dimensions: 34 H x 23 3/4 W x 24 D



GE Profile™ Series Beverage Center

Model #: PVS06BSPSS

★★★★★ (3)



1,199.00

- Modern Design
- Reversible Glass & Wood Shelves
- Showcase Shelf
- Dimensions: 33 3/4 H x 23 1/2 W x 24 5/8 D



GE® 7.8 cu. ft. Capacity Smart Front Load Gas Dryer with Steam and Sanitize Cycle

Model #: GFD85GSPNRS

★★★★★ (1316)



1,299.00

- Stainless steel drum
- Washer Link
- Powersteam
- Dimensions: 39 3/4 H x 28 W x 32 D



GE® 5.0 cu. ft. Capacity Smart Front Load ENERGY STAR® Steam Washer with SmartDispense™ UltraFresh Vent System with OdorBlock™ and Sanitize + Allergen

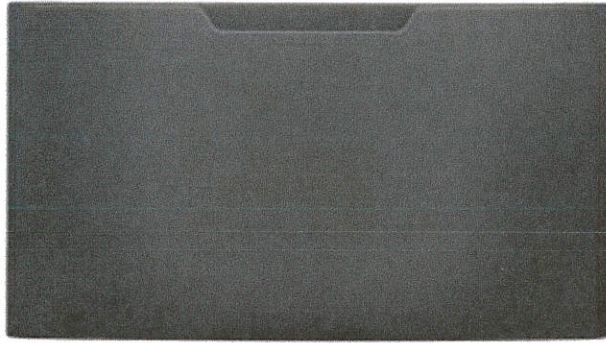
Model #: GFW850SPNRS

★★★★★ (2005)



1,199.00

- UltraFresh Vent System With OdorBlock™
- Microban® antimicrobial technology
- SmartDispense™ Technology
- Dimensions: 39 3/4 H x 28 W x 34 D



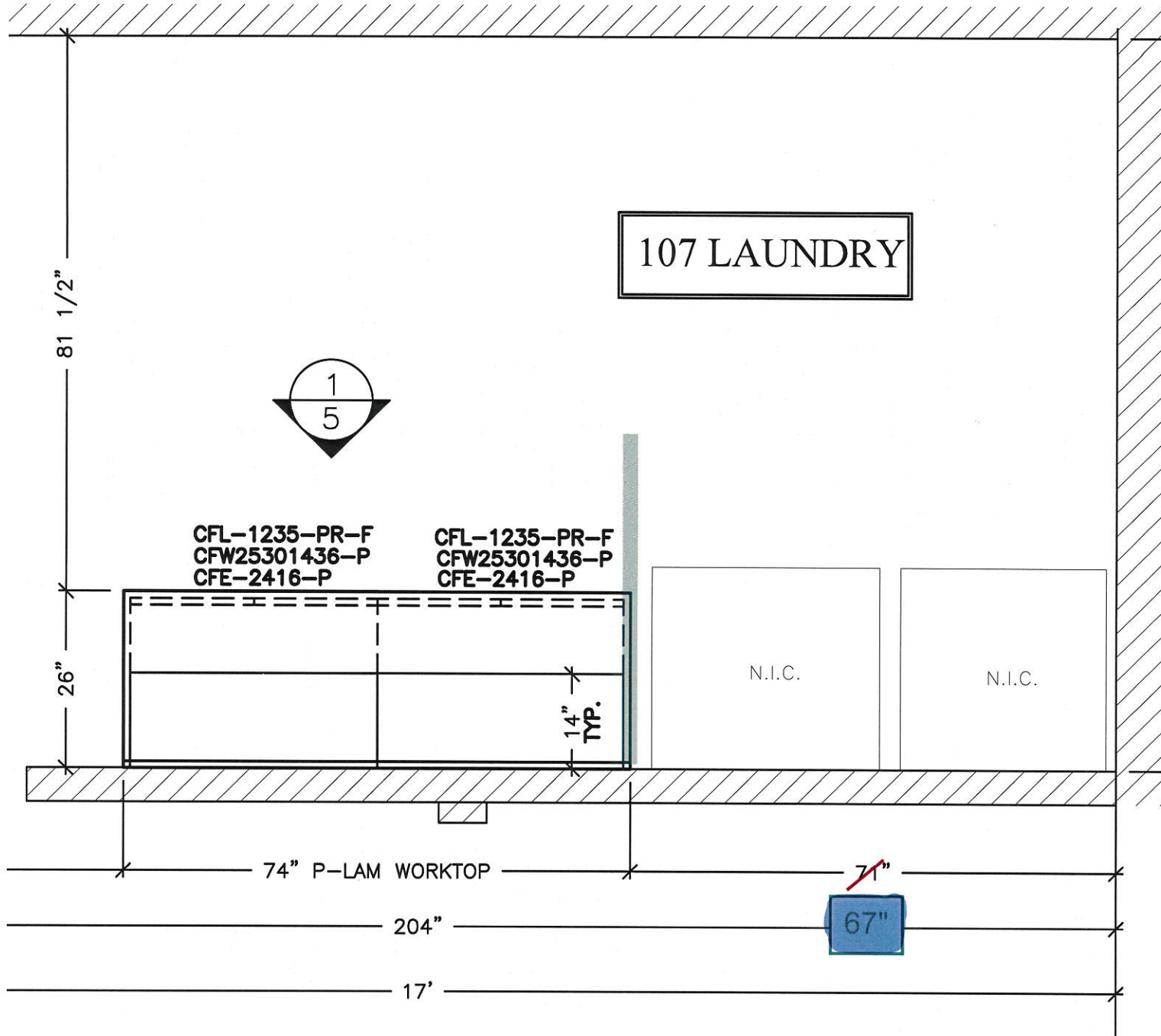
GE® Pedestal

Model #: GFP1528PNRS

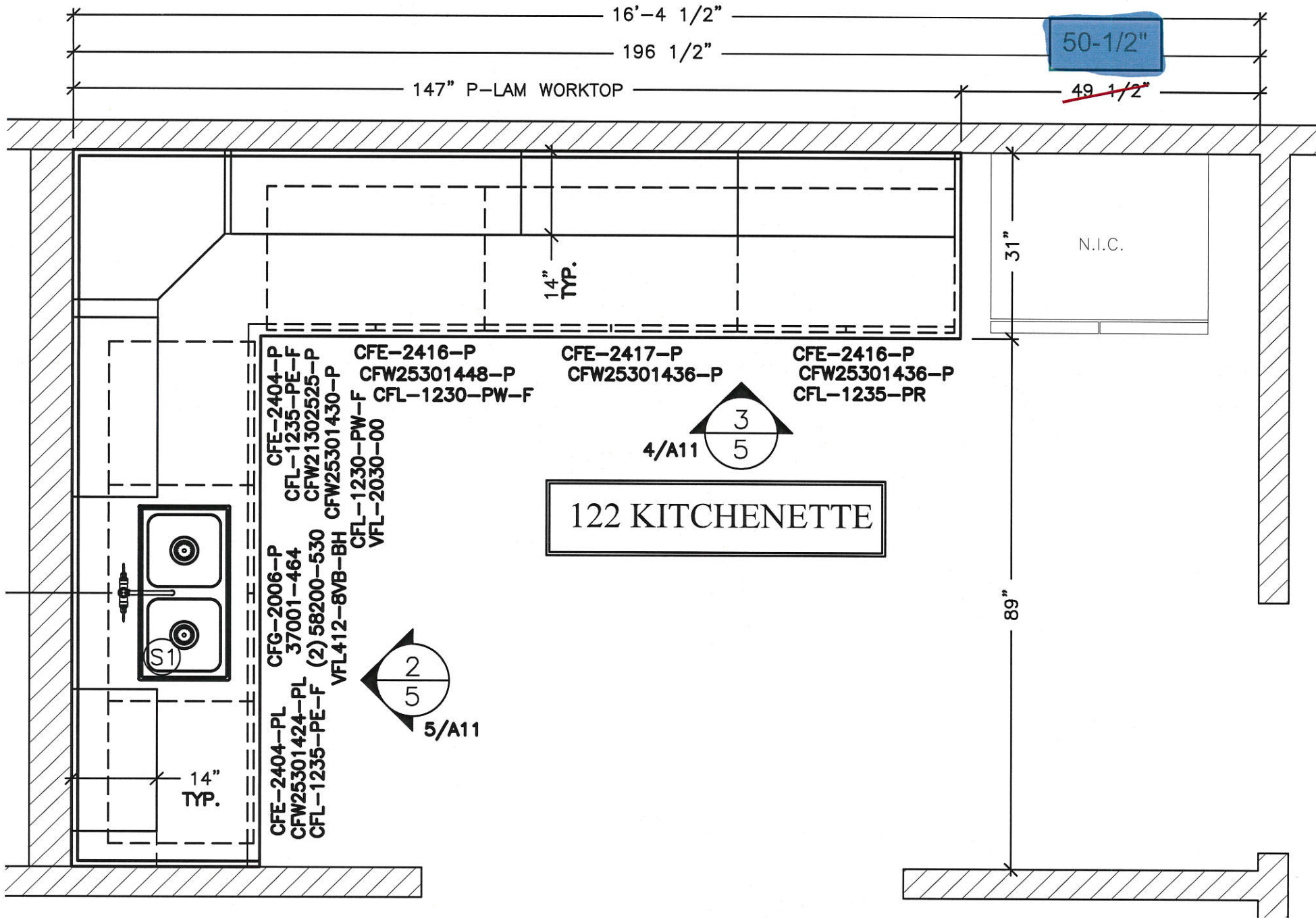


279.00

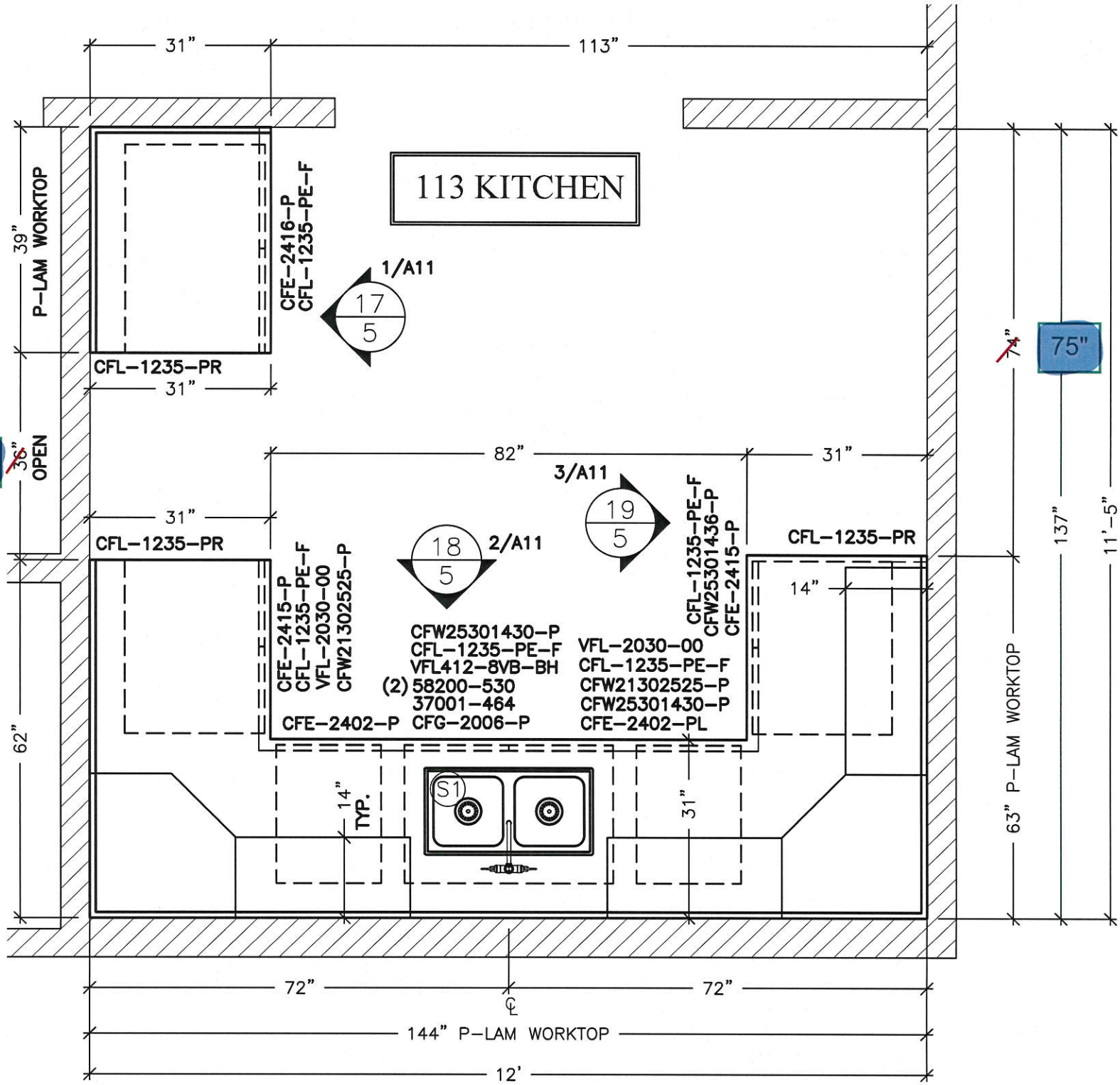
- Flexible multi-use storage
- Accommodates large additive bottles
- Sold separately
- Dimensions: 16 H x 27 9/10 W x 29 4/5 D

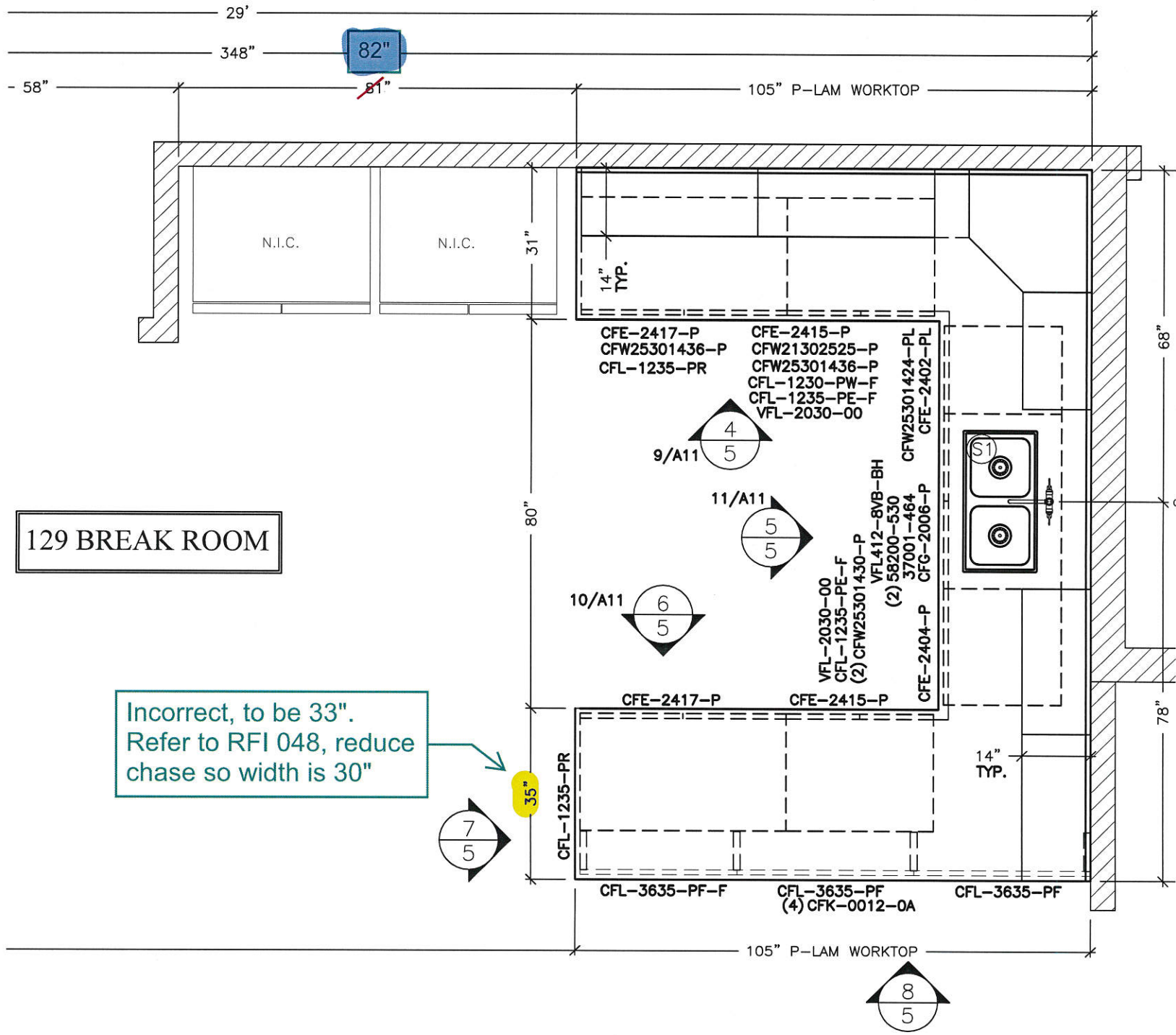


Layout of room is from an out dated plan, please refer to the current A-2 layout. Wall will be adjacent to left cabinet.



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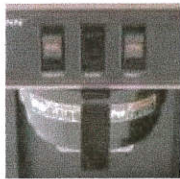
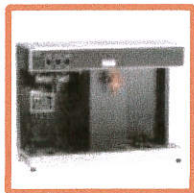
Lighting

Window Treatments

Shop By Room

Home / Appliances / Small Kitchen Appliances / Coffee Makers / Drip Coffee Makers

Internet #202023023 Model #07400.0005



Live Chat

Feedback

673

Hover Image to Zoom

VLPF 12-Cup Automatic Commercial Coffee Maker, 2 Warmers, 07400.0005

by Bunn (Brand Rating: 4.5/5)





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

To: Honorable Mayor Hemann, Members of the City Council

From: Chris Conrad-Interim City Manager

Date: April 26, 2021

Re: Waiver of customary bidding practices in selection of Appliances provider for the Public Safety Building

Request: We are asking the Council to waive the normal and customary bidding process for the selection of the supplier of appliances for the Public Safety Building and to select Broadway Battery and Tire. This authorization will allow the purchase of the appliances for the Public Safety Building.

Discussion and Selection Process: This request pertains to the purchase of the appliances for the Public Safety Building.

Process: We went through the building and determined the needed appliances to complete the structure in all areas except the EMS dayroom which will come in a separate memo when they determine their needs. The only appliance that has specific requirements is an ADA compatible dishwasher, so we were able to locate public pricing on all items through searches of supplier inventory. We also requested a bid sheet from local provider Broadway Battery and Tire, who has supplied and serviced all appliances to the current facility over the years, and supplied the appliances for the Station 1 remodel. In doing price comparisons, we found that Broadway Battery and Tire was approximately \$130 total more than the prices we could find through alternate suppliers, but that it would require staff to make the purchases through 4 separate vendors (Appliance Connection, Home Depot, Goedekers and Broadway).

For \$130, we recommend that we purchase all the appliances from Broadway Battery and Tire, not only for the savings in staff time



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

and effort, but because of the existing relationship as it pertains to service requests.

For your review I have included the pricing proposal from Broadway Battery and Tire for all GE appliances within the building.

Budget Impact: The furniture, fixtures and equipment expenses were budgeted at 11% of the original contract price of \$6.6 million, with the FFE costs coming out of the Police Department reserves. The total pricing provided by Broadway and Tire is \$10,439.00 and is within our expectations for these consoles and within our expected budget.

ORDINANCE NO. _____

AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL, INCLUDING HIGHLAND COMMUNICATION SERVICES EQUIPMENT, AND OTHER PERSONAL PROPERTY OWNED BY THE 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, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois 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 municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, the City of Highland d/b/a Highland Communication Services (“HCS”) currently owns equipment which, in the opinion of this City Council, is no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property (*See Exhibit A*); and

WHEREAS, City currently owns other equipment which, in the opinion of this City Council, is no longer necessary or useful to or in the best interests of the City to retain, and should be declared surplus personal property (*See Exhibit A*); and

WHEREAS, City has determined the City Manager, or his designee, is permitted to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus (**Exhibit A**), and sell and/or dispose of the same.

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

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

Section 2. The City personal property listed on **Exhibit A** is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property listed on **Exhibit A** is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

Section 3. The City Manager, or his designee, is directed and authorized to sell and/or dispose of the surplus personal property listed on **Exhibit A** as the City Manager, or his designee, sees fit.

Section 4. The City Manager, or his designee, is directed and authorized to sell the surplus personal property listed on **Exhibit A** for the maximum value that can be obtained, or to dispose of the surplus personal property listed on **Exhibit A** where appropriate, to be determined solely by the City Manager, or his designee.

Section 5. This Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

MODEL	Serial Number	Cost	Value
140	LC0919D0542067	\$ 141.00	\$ -
140	gj1114d0658638	\$ 141.00	\$ -
140	gj1114d0659223	\$ 141.00	\$ -
540	G74013D0116909	\$ 235.00	\$ -
540	G74113D0120031	\$ 235.00	\$ -
540	G74113D0118695	\$ 235.00	\$ -
540	G73315D0185801	\$ 235.00	\$ -
540	G74013D0116923	\$ 235.00	\$ -
540	G91019D0230234	\$ 235.00	\$ -
540	G73114D0152601	\$ 235.00	\$ -
540	G70915X0000267	\$ 235.00	\$ -
540	g91019d0230017	\$ 235.00	\$ -
540	G74013D0116880	\$ 235.00	\$ -
540	G74013D0116967	\$ 235.00	\$ -
1761	BFZH601539V003503	\$ 194.50	\$ -
1761	BFZH601539V001364	\$ 194.50	\$ -
1761	BFZH601807V030810	\$ 194.50	\$ -
1761	BFZH601540V005008	\$ 194.50	\$ -
1761	bfzh601539v003779	\$ 194.50	\$ -
1761	bfzh601539v001530	\$ 194.50	\$ -
1761	bfzh601807v030993	\$ 194.50	\$ -
1761	bfzh601539v003358	\$ 194.50	\$ -
1761	BFZH601539V000244	\$ 194.50	\$ -
1761	bfzh601540v005153	\$ 194.50	\$ -
1761	bfzh601539v000252	\$ 194.50	\$ -
1761	bfzh601539v002248	\$ 194.50	\$ -
1761	bfzh601539v001247	\$ 194.50	\$ -
1761	bfzh601539v004276	\$ 194.50	\$ -
1761	bfzh601539v002522	\$ 194.50	\$ -
1761	bfzh601539v003729	\$ 194.50	\$ -
1761	BFZH601540V005082	\$ 194.50	\$ -
1761	BFZH601539V003423	\$ 194.50	\$ -
1761	BFZH601539V003711	\$ 194.50	\$ -
1761	BFZH601807V030001	\$ 194.50	\$ -
1761	BFZH601540V004886	\$ 194.50	\$ -
1761	BFZH601539V003717	\$ 194.50	\$ -
1761	BFZH601539V002211	\$ 194.50	\$ -
1761	bfzh601539v003230	\$ 194.50	\$ -
1761	bfzh601539v003512	\$ 194.50	\$ -
1761	bfzh601539v003794	\$ 194.50	\$ -
1761	bfzh601539v004076	\$ 194.50	\$ -
2721	bdbcb082132002004	\$ 159.00	\$ -
2721	bdbba051402000447	\$ 159.00	\$ -
2721	bdbba051402002556	\$ 159.00	\$ -
2721	BDBBA102432012888	\$ 159.00	\$ -
2721	BDBCB103142008341	\$ 159.00	\$ -

2721	BDBBA051402000459	\$	159.00	\$	-
2721	BDBCBO82132003271	\$	159.00	\$	-
3721	bcswa252301038852	\$	74.95	\$	-
3721	bcswa201441017674	\$	74.95	\$	-
3721	bcswa365411098102	\$	74.95	\$	-
3721	BCSWA283451058933	\$	74.95	\$	-
3721	BCSWA252301038867	\$	74.95	\$	-
3721	BCSWA345181083390	\$	74.95	\$	-
3721	BCSWA283461063971	\$	74.95	\$	-
3721	bcswa201441019060	\$	74.95	\$	-
3721	bcsza225031056255	\$	74.95	\$	-
3721	bcswa201441019060	\$	74.95	\$	-
3721	bcsza225031056255	\$	74.95	\$	-
3721	bcswa201441019060	\$	74.95	\$	-
3721	bcsza225031056255	\$	74.95	\$	-
5721	bcsxa152221006662	\$	159.00	\$	-
5721	bcsvi100311003603	\$	159.00	\$	-
5721	BCSXA152221006213	\$	159.00	\$	-
5721	BCSVI354391027450	\$	159.00	\$	-
5721	bcsxa152221006307	\$	159.00	\$	-
5721	bcsvi100311006671	\$	159.00	\$	-
5721	bcsvi1395471038962	\$	159.00	\$	-
5721	bcsvi385341035564	\$	159.00	\$	-
5721	BCSVI334201025571	\$	159.00	\$	-
5721	BCSXA152221005854	\$	159.00	\$	-
5721	BCSXA060451001749	\$	159.00	\$	-
5721	BCSVI100311006721	\$	159.00	\$	-
5721	BCSXA152221006225	\$	159.00	\$	-
5721	BCSVI100311000786	\$	159.00	\$	-
5721	BCSVI395471038907	\$	159.00	\$	-
5721	bcsxa152221006732	\$	159.00	\$	-
5721	bcsxa152221006601	\$	159.00	\$	-
5721	bcsvi395471038752	\$	159.00	\$	-
5721	bcsxa152221006732	\$	159.00	\$	-
5721	bcsxa152221006601	\$	159.00	\$	-
5721	bcsvi395471038752	\$	159.00	\$	-
5721	bcsxa152221006732	\$	159.00	\$	-
721	211312039070.00	\$	315.00	\$	-
721	81106672968.00	\$	315.00	\$	-
721	81209671445.00	\$	315.00	\$	-
721	81209671704.00	\$	315.00	\$	-
721	211406030436.00	\$	315.00	\$	-
721	211509016066.00	\$	315.00	\$	-
721	81210670333.00	\$	315.00	\$	-
721	211404024407.00	\$	315.00	\$	-
721	81208670632.00	\$	315.00	\$	-
721	211310022585.00	\$	315.00	\$	-

721	81103671814.00	\$	315.00	\$	-
721	81210671828.00	\$	315.00	\$	-
721	211403017316.00	\$	315.00	\$	-
721	211511040887.00	\$	315.00	\$	-
721	81101670755.00	\$	315.00	\$	-
721	81208670057.00	\$	315.00	\$	-
721	211511035797.00	\$	315.00	\$	-
721	211505045624.00	\$	315.00	\$	-
721	81109675381.00	\$	315.00	\$	-
721	81104674341.00	\$	315.00	\$	-
721	211410010466.00	\$	315.00	\$	-
721	211310005298.00	\$	315.00	\$	-
721	81211671884.00	\$	315.00	\$	-
721	211401007345.00	\$	315.00	\$	-
721	211403011451.00	\$	315.00	\$	-
721	211404033545.00	\$	315.00	\$	-
721	211312038377.00	\$	315.00	\$	-
721	211511038456.00	\$	315.00	\$	-
721	211606001356.00	\$	315.00	\$	-
721	211407029374.00	\$	315.00	\$	-
721	81208674812.00	\$	315.00	\$	-
721	81210670460.00	\$	315.00	\$	-
721	81206670543.00	\$	315.00	\$	-
721	211409020173.00	\$	315.00	\$	-
721	81211671167.00	\$	315.00	\$	-
721	81301670863.00	\$	315.00	\$	-
721	211407025884.00	\$	315.00	\$	-
721	81210671567.00	\$	315.00	\$	-
721	211303021419.00	\$	315.00	\$	-
721	211509016178.00	\$	315.00	\$	-
721	211411003604.00	\$	315.00	\$	-
721	81212670689.00	\$	315.00	\$	-
721	211511040477.00	\$	315.00	\$	-
721	81211671226.00	\$	315.00	\$	-
721	81105675148.00	\$	315.00	\$	-
721	211506019643.00	\$	315.00	\$	-
721	81211671877.00	\$	315.00	\$	-
721	211805040542.00	\$	315.00	\$	-
721	211404033155.00	\$	315.00	\$	-
721	81102750113.00	\$	315.00	\$	-
722	81105960193.00	\$	315.00	\$	-
722	81105960219.00	\$	315.00	\$	-
722	81105960295.00	\$	315.00	\$	-
722	81105960075.00	\$	315.00	\$	-
724	81202720310.00	\$	315.00	\$	-
724	81202720402.00	\$	315.00	\$	-
725	80910960363.00	\$	315.00	\$	-

725	81006960296.00	\$	315.00	\$	-
725	81006960126.00	\$	315.00	\$	-
725	81005960392.00	\$	315.00	\$	-
725	81006960260.00	\$	315.00	\$	-
725	810059604940.00	\$	315.00	\$	-
726	81211054651.00	\$	315.00	\$	-
727	211603029529.00	\$	361.00	\$	-
727	211405022159.00	\$	361.00	\$	-
727	81102752588.00	\$	361.00	\$	-
727	81103750164.00	\$	361.00	\$	-
727	211511045097.00	\$	361.00	\$	-
727	81106751201.00	\$	361.00	\$	-
727	81103751747.00	\$	361.00	\$	-
727	211510038308.00	\$	361.00	\$	-
727	211602031683.00	\$	361.00	\$	-
727	81106751152.00	\$	361.00	\$	-
727	211806000205.00	\$	361.00	\$	-
727	81011750713.00	\$	361.00	\$	-
727	211311020938.00	\$	361.00	\$	-
727	81106751418.00	\$	361.00	\$	-
727	211512040044.00	\$	361.00	\$	-
727	211406008067.00	\$	361.00	\$	-
727	211603029490.00	\$	361.00	\$	-
844	261805010548.00	\$	109.00	\$	-
844	421901029354.00	\$	109.00	\$	-
844	261706013859.00	\$	109.00	\$	-
844	261808018399.00	\$	109.00	\$	-
844	261808018406.00	\$	109.00	\$	-
844	261808018352.00	\$	109.00	\$	-
844	261709019864.00	\$	109.00	\$	-
844	261612038596.00	\$	109.00	\$	-
844	261802014755.00	\$	109.00	\$	-
844	261706013905.00	\$	109.00	\$	-
844	261810021568.00	\$	109.00	\$	-
844	261610012769.00	\$	109.00	\$	-
844	261710010794.00	\$	109.00	\$	-
854	261602018514.00	\$	259.00	\$	-
854	261602014398.00	\$	259.00	\$	-
854	261709032531.00	\$	259.00	\$	-
854	261602014486.00	\$	259.00	\$	-
854	261602018019.00	\$	259.00	\$	-
854	261410006934.00	\$	259.00	\$	-
854	261602019463.00	\$	259.00	\$	-
854	261602019177.00	\$	259.00	\$	-
854	261806012334.00	\$	259.00	\$	-
854	261806012920.00	\$	259.00	\$	-
854	261602018896.00	\$	259.00	\$	-

854	261602019296.00	\$	259.00	\$	-
854	261602019492.00	\$	259.00	\$	-
Cisco 50 port PoE	DNI1529o6FM	\$	1,200.00	\$	-
Nortel 24 Por PoE	LBNNTMMD5104GH	\$	1,200.00	\$	-
Aumox 8 port smart PoE	202001080237.00	\$	200.00	\$	-
newer silver zyxel	s164323001322	\$	48.77	\$	-
newer silver zyxel	s1843490058701	\$	48.77	\$	-
newer silver zyxel	s152E49037174	\$	48.77	\$	-
newer silver zyxel	s1843490058559	\$	48.77	\$	-
newer silver zyxel	S122E28000061	\$	48.77	\$	-
newer silver zyxel	S122E28000493	\$	48.77	\$	-
newer silver zyxel	S184349005904	\$	48.77	\$	-
ZYXEL SWITCH	s142e28012218	\$	48.77	\$	-
ZYXEL SWITCH	S204318009634	\$	48.77	\$	-
ZYXEL SWITCH	S184323000505	\$	48.77	\$	-
ZYXEL SWITCH	s122e28000102	\$	48.77	\$	-
ZYXEL SWITCH	s142e50037220	\$	48.77	\$	-
ZYXEL SWITCH	S142E02000831	\$	48.77	\$	-
Baseline Switch	0100/YQDW6CEB3E794	\$	1,200.00	\$	-
Baseline Switch	0100/YQDW6CEB3E7B4	\$	1,200.00	\$	-
Super Stack2 3000	7WMB012562	\$	6,000.00	\$	-
Super Stack2 Hub 500	0600/7ZBV178A2F9	\$	6,000.00	\$	-
Super Stack 2 Hub 500	7ZBV1ADD277	\$	6,000.00	\$	-
Super Stack 2 3300FX	7B2V5534E98	\$	6,000.00	\$	-
Super Stack 2 Hub 500	7ZAV1AE7ED4	\$	6,000.00	\$	-
Super Stack 3 4250T	7Y3V2E8BB0C80	\$	6,000.00	\$	-
Super Stack 2 3300FX	7B2V659A758	\$	6,000.00	\$	-
Monitor	CN-0C5WJH-72872-485-DTMM	\$	99.00	\$	-
MOnitor	CN-0M1618-46633-3CR-05RU	\$	99.00	\$	-
Monitor	MX-06263H-74262-936-1APS	\$	99.00	\$	-
CyberPower 950VA	RALHV200092	\$	120.00	\$	-
CyberPower 650VA	RAFFZ2003003	\$	120.00	\$	-
APC BACK-UPS 600	4B1340P47566	\$	80.00	\$	-
APC Back-Ups XS 1300	8B0744R35440	\$	80.00	\$	-
APC450S	705001143.00	\$	80.00	\$	-
HP proliant DL 380G7	USE040N97S	\$	1,200.00	\$	-
HP 2000G3	2S6024D458	\$	1,200.00	\$	-
HP Proliant DL380 G7	USE040N97T	\$	1,200.00	\$	-
Dell Latitude E6540	BY83Y52	\$	900.00	\$	-
Howard Laptop	RTL8723AE	\$	-	\$	-
Dell P07G	BKG21N1	\$	600.00	\$	-
HP Pavilian	2CE72517XY	\$	600.00	\$	-
Dell Laptop	BMW1NH1	\$	900.00	\$	-
Panasonic CF-30	DFQX3993XB	\$	2,500.00	\$	-
Dell Vostro 1710	34571780461.00	\$	1,200.00	\$	-
Panasonic CF-31	1GKYB76372	\$	2,500.00	\$	-
HP compaq NC6000	20A448PoBo	\$	900.00	\$	-

ASUS R704A	15G29N00635	\$	800.00	\$	-
Dell Vostro	13175290981.00	\$	1,200.00	\$	-
Dell Vostro	33217903801.00	\$	1,200.00	\$	-
Dell Laptop	42891271525.00	\$	800.00	\$	-
Dell Vostro	7060050577.00	\$	1,200.00	\$	-
Dell Vostro	27044215057.00	\$	1,200.00	\$	-
Dell Vostro	41925033145.00	\$	1,200.00	\$	-
Dell Latitude D510	43470735589.00	\$	900.00	\$	-
Panasonic CF-31	1GKYB76373	\$	2,500.00	\$	-
Panasonic CF-31	GKYB77776535	\$	2,500.00	\$	-
Panasonic CF-31	1GKYB76515	\$	2,500.00	\$	-
Dell Vostro	3576613501.00	\$	900.00	\$	-
Media Converter	R1030MC00050	\$	50.00	\$	-
Media Converter	0535D2002125	\$	50.00	\$	-
Media Converter	CA06450C00124	\$	50.00	\$	-
Seagate Free Agent	2GEXYR4T	\$	50.00	\$	-
Dell Vostro	24652136017.00	\$	800.00	\$	-
Dell Vostro	3Z658P1	\$	800.00	\$	-
Dell Computer	JTQF441	\$	800.00	\$	-
Dell Vostro	14248445149.00	\$	800.00	\$	-
Compaq Computer	3D28KY9A70X2	\$	800.00	\$	-
Dell Optiplex 390	15137150113.00	\$	1,200.00	\$	-
DellOptiplex 390	27351829585.00	\$	1,200.00	\$	-
Dell Optiplex 760	4056624433.00	\$	1,200.00	\$	-
Dell Optiplex 390	33990535261.00	\$	1,200.00	\$	-
Dell Optiplex 390	28041137101.00	\$	1,200.00	\$	-
Dell Optiplex 3020	13107434438.00	\$	1,200.00	\$	-
Dell Vostro	F5K8CR1	\$	800.00	\$	-
Dell Optiplex 3020	26359601978.00	\$	1,200.00	\$	-
Dell Optiplex 7020	10301066858.00	\$	1,200.00	\$	-
TL2000	95P7006	\$	3,000.00	\$	-
ComLabs EMNet	2105470211445.00	\$	3,000.00	\$	-
PowerEdge R805	25979905621.00	\$	8,000.00	\$	-
PowerEdge 2950	35859730789.00	\$	8,000.00	\$	-
PowerEdge R610	27815763781.00	\$	7,500.00	\$	-
PowerEdge 1750	1759790881.00	\$	7,500.00	\$	-
PowerEdgeR610	41628539629.00	\$	7,500.00	\$	-
PowerEdgeR510	2QRK3M1	\$	7,500.00	\$	-
PowerEdge 2950	9DXPNC1	\$	8,000.00	\$	-
PowerEdge 2900	9052008445.00	\$	8,000.00	\$	-
PowerEdge 2970	1HZC5L1	\$	8,000.00	\$	-
PowerEdge 2900	G4PBYP1	\$	8,000.00	\$	-
PowerEdge R510	9CKJVQ1	\$	8,000.00	\$	-
PowerEdge 2850	41WN691	\$	7,500.00	\$	-
Wegener	373790.00	?		\$	-
Acme Packet	151042006788.00	\$	4,000.00	\$	-
Acme Packet	151042006793.00	\$	4,000.00	\$	-

HP OfficeJet 6600	CN4158RKW8	\$	400.00	\$	-
Polaroid P3000E	U90529	\$	200.00	\$	-
Wasp barcode	30122320.00	\$	200.00	\$	-
TE100-P21/A	CE1050P210249	\$	300.00	\$	-
Dell Precision M6800	33224504870.00	\$	1,500.00	\$	-
Hp OfficsJet 6500	TH07O212VY	\$	300.00	\$	-
GBC Heatseal laminator	WF08538	\$	179.28	\$	-
PC Speakers		\$	15.00	\$	-
PC speakers		\$	15.00	\$	-
LG Slim DVD writer		\$	45.00	\$	-
LG Slim DVD writer		\$	45.00	\$	-
Keyboard		\$	30.00	\$	-
Sentry Safe		\$	200.00	\$	-
Dell Printer	CN-OHK111-73190-74J-0177	\$	350.00	\$	-
HP Monitor	Serial #CNG81403Q1	\$	100.00	\$	-
Vehicle floor mats (2 sets)		?		\$	-



To: Christopher Conrad, City Manager
From: Angela Imming, Director, Technology and Innovation
Date: April 28th, 2021
Subject: Equipment surplus and disposal

Recommendation:

I recommend the items listed on the attached spreadsheet be approved for surplus and disposal.

Discussion:

The items on the list are broken and cannot be fixed. They have no warranty and no value and should be destroyed following state guidelines.

Financial Impact:

Items will be taken to CDL for scrap. Payment will be applied to HCS account.

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL,
INCLUDING A 1998 FORD RANGER PREVIOUSLY UTILIZED BY THE CITY
PARKS AND RECREATION DEPARTMENT**

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, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois 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 municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, the City Parks and Recreation Department currently owns a 1998 Ford Ranger which, in the opinion of this City Council, is no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property; and

WHEREAS, the 1998 Ford Ranger has 114,163 miles and was recently involved in an accident where the vehicle was deemed totaled (*See Exhibit A*); and

WHEREAS, the Director of Parks and Recreation has informed the City Council it would be best to surplus and dispose of the 1998 Ford Ranger due to the age of the truck, and the fact that the cost of the repairs would outweigh the value of the truck (approximate value of the truck is \$4,409.84); and

WHEREAS, City has determined the City Manager, or his designee, is permitted to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus, and sell and/or dispose of the same.

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

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

Section 2. The City personal property, specifically the aforementioned 1998 Ford Ranger, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

Section 3. The City Manager, or his designee, is directed and authorized to sell and/or dispose of the surplus personal property, as the City Manager, or his designee, sees fit.

Section 4. The City Manager, or his designee, is directed and authorized to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee.

Section 5. This Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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



HIGHLAND

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

To: City Manager, Chris Conrad
From: Mark Rosen, Director of Parks & Recreation
Date: May 3, 2021
Subject: Surplus Property Disposal

Recommendation

I am recommending city council approval to dispose of our Ford Ranger that was totaled in a recent accident


Discussion

Although there were no injuries, but because of the age of the truck, the cost of repairs would outweigh the value of the truck.

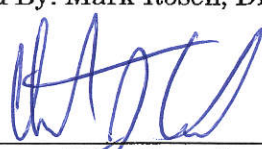
1998 Ford Ranger
114,163 miles
Vehicle ID: 1FTYR10V6YTA12464

Fiscal Impact

\$4,409.84 value.



Recommended By: Mark Rosen, Director of Parks & Recreation



Approved By: Chris Conrad, City Manager



ORDINANCE NO. _____

AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND LIGHT & POWER DEPARTMENT SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL, SPECIFICALLY TRANSFORMERS AND A GENERATOR

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, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois 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 municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, the City Light & Power Department currently owns transformers 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, and should be declared surplus personal property (*See Exhibit A*); and

WHEREAS, the City Light & Power Department currently owns a 30 kW Katolight generator, model number D30FGJ4T2, serial number 140462-0307, which, in the opinion of this City Council, is no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property (*See Exhibit B*); and

WHEREAS, the Director of Light & Power has informed the City Council the transformers will be sold to rebuilders for remanufacturing, or disposed of if they are deemed to have no value; and

WHEREAS, the Director of Light & Power has informed the City Council the generator would be offered at an on-line auction for sale, or disposed of if it is deemed to have no value; and

WHEREAS, City has determined the City Manager, or his designee, is permitted to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to declare the aforementioned personal property surplus, and sell and/or dispose of the same.

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

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

Section 2. The City personal property, specifically the aforementioned transformers (**Exhibit A**) and the generator (**Exhibit B**), are hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

Section 3. The City Manager, or his designee, is directed and authorized to sell and/or dispose of the surplus personal property, as the City Manager, or his designee, sees fit.

Section 4. The City Manager, or his designee, is directed and authorized to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee.

Section 5. This Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

AYES:

NOES:

APPROVED:

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

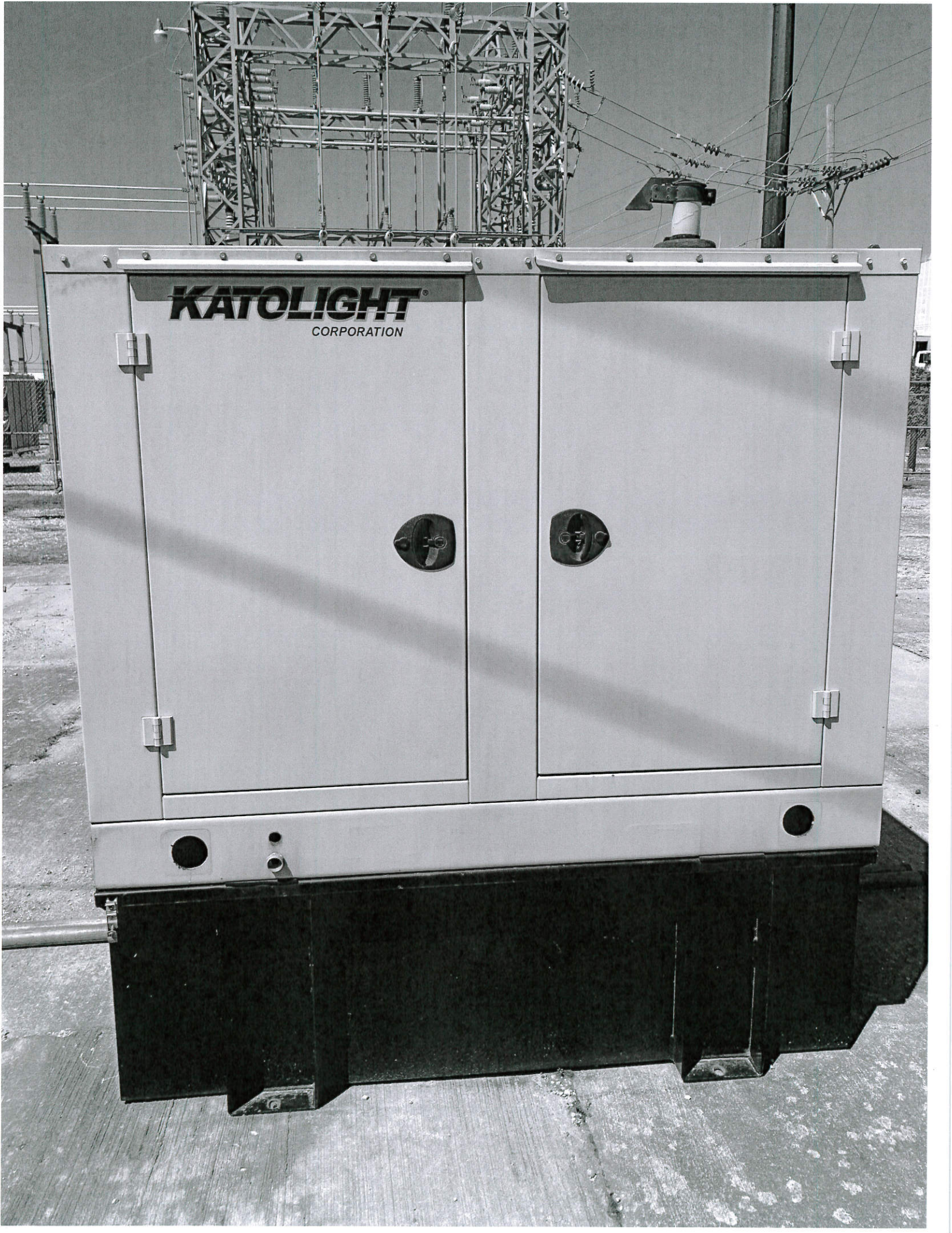
ATTEST:

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

Brand	Size	Serial Number	Pad or Pole
Westinghouse	5 kVA	4044-15	Pole
Allis Chalmers	25 kVA	3684795	Pole
Cooper	15 kVA	202001189	Pole
Ermco	37.5 kVA	49JI058903	Pole
Howard	75 kVA	1333310604	Pole
GE	25 kVA	C679253	Pole
Prolec	37.5 kVA	M07H20260	Pole
Howard	25 kVA	2601283610	Pad
Dowzer Electric	50 kVA	70D16354	Pole
Ermco	25 kVA	34E355229	Pole
McGraw Edison	25 kVA	87LH532009	Pad
Prolec	15 kVA	M02B14434	Pole
Dowzer Electric	25 kVA	78D1635013	Pole
RTE Corp.	25 kVA	811101009	Pole
Ermco	25 kVA	49K1262329	Pole
Prolec	25 kVA	M02A15849	Pole
Westinghouse	10 kVA	59L5408	Pole
Westinghouse	10 kVA	60C11366	Pole
Westinghouse	5 kVA	5563701	Pole
Unknown	25 kVA	73AJ14696	Pole
Central Maloney	15 kVA	287375909	Pole
RTE Corp.	25 kVA	811101014	Pole
Ermco	15 kVA	11510033956	Pole
Dowzer Electric	25 kVA	78D1635006	Pole
Solomon	15 kVA	112183TK1	Pole
Unknown	10 kVA	401808103	Pole
Solomon	25 kVA	D3711	Pad
Cooper	25 kVA	96LG225001	Pad



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MODEL D30FGJ4T2 32495

SERIAL 140462-0307

RATING STANDBY

ENGINE 4024TR270 JOHN DEERE

RPM 1800 HZ 60

KW 30 KVA 30

	VOLTS	AMPS	PHASE	WIRE	PF
<input checked="" type="checkbox"/>	120/240	125	1	3/12	1.0
<input type="checkbox"/>	120/240		3	4/12	.8
<input type="checkbox"/>	120/208		3	4/12	.8
<input type="checkbox"/>	277/480		3	4/12	.8
<input type="checkbox"/>					

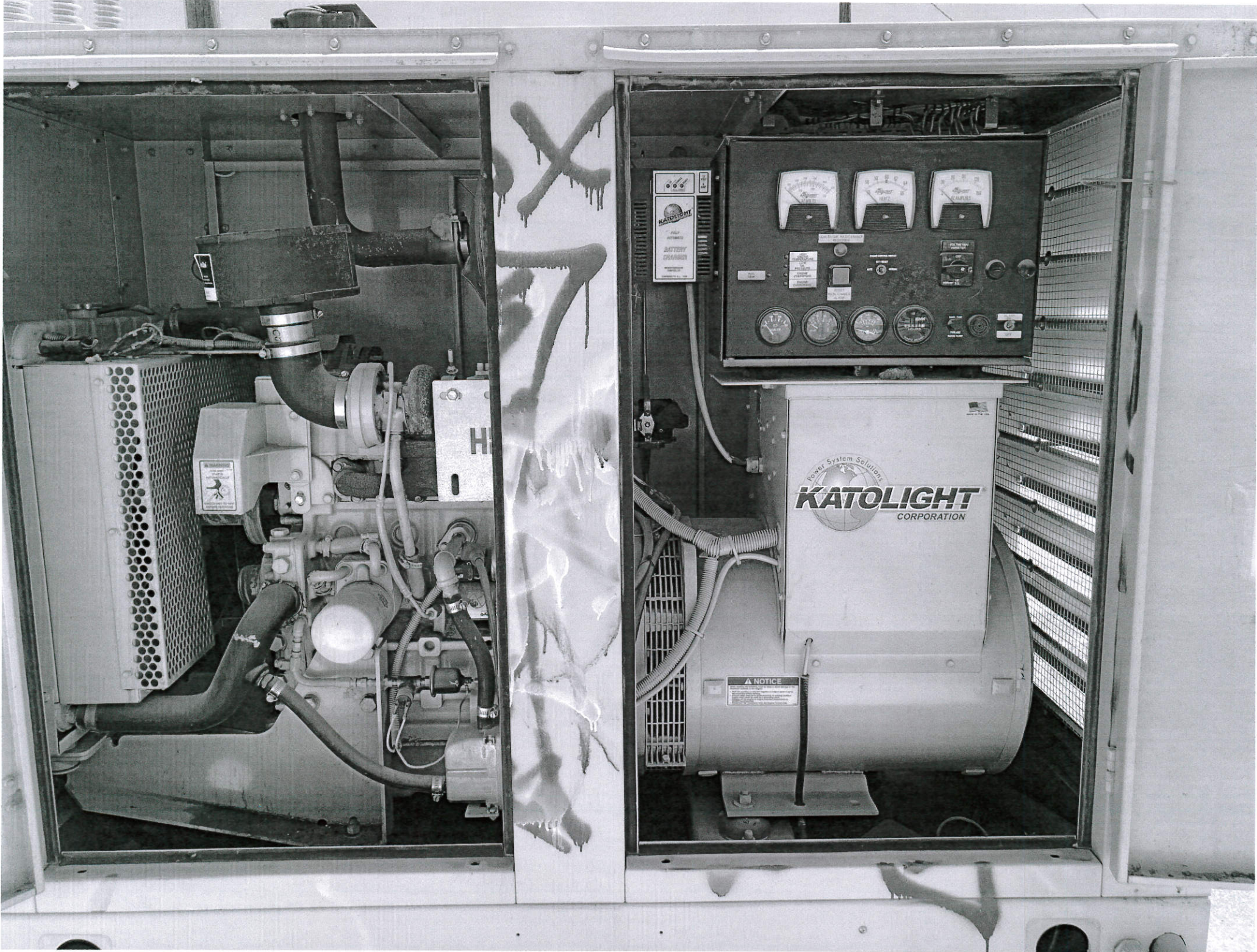
EXC. AMPS _____ AMPS/TERM _____

INS. CLASS _____ EXC. VOLTS _____

TEMP RISE °C _____

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WARNING



KATOLIGHT
BATTERY CHARGER

Control panel featuring three analog gauges at the top, labeled 'VOLTAGE', 'CURRENT', and 'TEMPERATURE'. Below the gauges are several control buttons and switches, including a 'STOP' button and a 'START' button. A 'BATTERY CHARGER' label is visible on the left side of the panel.

Power System Solutions
KATOLIGHT
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NOTICE

KATOLIGHT
CORPORATION

X
DXT 3
A
M
T
Q

52





City of Highland

Department of Light and Power

Memo to: Chris Conrad, Interim City Manager
From: Dan Cook, Director of Light & Power
Date: April 23, 2021
Subject: Declaration of damaged and outdated transformers and non-working backup generator as surplus.

RECOMMENDATION

I ask that you seek council approval to declare the attached list of transformers and a 30 kW, non-working backup generator from the old Lockmann Station as surplus (see photos attached) allowing the Electric Department to sell or dispose of items to the best benefit of the department. The transformers will be sold to rebuilders for remanufacturing or disposal as appropriate and the generator will be offered at online auction.

CONCURRENCE

Recommended by:


Daniel Cook, Director of Light & Power

Approved by:


Chris Conrad, Interim City Manager

RESOLUTION NO. _____

**A RESOLUTION APPROVING POSSIBLE PAYMENT OF SEWER BACKUP CLAIM
FOR BILLY AND BRANDI HOLMAN AT 101 WALNUT STREET,
HIGHLAND, ILLINOIS**

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

WHEREAS, City has determined, by previously passed Resolution No. 08-11-1760, City may provide limited financial assistance to a City property owner or lessee when a sewer backup occurs under specific circumstances (“Sewer Backup Claim Program”) (*See Exhibit A*); and

WHEREAS, City has determined, by previously passed Resolution No. 10-06-1890, City amended the Sewer Backup Claim Program to provide some additional clarity as to what may be required to file a claim under the Sewer Backup Claim Program (*See Exhibit B*); and

WHEREAS, City has determined Billy and Brandi Holman, 101 Walnut Street, Highland, Illinois, have applied to the City for up to \$10,000.00 in assistance under the Sewer Backup claim program (*See Exhibit C*); and

WHEREAS, City has determined certain aspects of Billy and Brandi Holman’s request for up to \$10,000.00 under the Sewer Backup Claim Program are still under investigation, and eligibility still needs to be determined; and

WHEREAS, City has determined that Billy and Brandi Holman’s new business cannot open until issues with their sewer are resolved, and time is of the essence; and

WHEREAS, City desires to approve Billy and Brandi Holman’s claim under the Sewer Backup Claim Program contingent upon the completion of investigations by City and the insurance companies involved, and contingent upon a determination as to whether they qualify for up to \$10,000.00 under the Program; and

WHEREAS, City has determined the following requirements of the Sewer Backup Claim Program have been met, or are understood to be contingent on payment under the Sewer Backup Claim Program:

1. "sewer backup claim," as used in this resolution, refers to any claim which a person has, or purports to have, arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property owned or leased by that person.
 - a. Billy and Brandi Holman had a backup of sewage onto their private property. (See **Exhibit C**).
2. All persons who have, or purport to have, sewer backup claims shall submit those claims, in the first instance, to the adjusters employed or retained by the City of Highland's liability insurer.
 - a. Billy and Brandi Holman submitted their sewer backup claim to City's insurance carrier, and the claim is currently under investigation. (See **Exhibit C**). Once denied, this contingency will be satisfied.
3. Cause limitation. No sewer backup claim shall be paid unless the claim arises from a physical blockage of a sewer main (due to an obstruction, or collapse of, the main) of the City of Highland.
 - a. Billy and Brandi Holman's sewer backup claim arises from a sewer main issue that is currently under investigation. (See **Exhibit C**). The hydraulic pressure observed at the Holman's property indicates an issue that would likely qualify for the Sewer Backup Claim Program. Once the investigation is completed, this contingency will be satisfied.
4. Time limitation. No sewer backup claim shall be paid which is presented to the City Council for consideration, after denial by the adjuster for the City of Highland's liability insurer, more than one (1) year after the occurrence of the sewer backup.
 - a. Billy and Brandi Holman's sewer backup claim was submitted within one (1) year after the occurrence. (See **Exhibit C**). Once denied, this contingency will be satisfied.
5. Amount limitation. No sewer backup claim shall be paid for an amount in excess of Ten Thousand Dollars (\$10,000).
 - a. Billy and Brandi Holman's sewer backup claim payment shall not exceed \$10,000.00, according to the Sewer Backup Claim Program. (See **Exhibit C**).
6. *Owner limitation*. No sewer backup claim shall be paid unless all of the owners, of the fee simple interest in the land in question, join in submitting the claim and in

making the release and hold harmless agreement required for payment of the claim.

- a. Billy and Brandi Holman's sewer backup claim payment shall not be made until all contingencies are satisfied, and all owners of the property in question sign a release and hold harmless agreement according to the Sewer Backup Claim Program. (See **Exhibit C**).
7. Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim at least in part, or, by reason of the application of a deductible amount or policy limit, or both, failed to pay the owners all the damages that they suffered from the sewer backup.
- a. Billy and Brandi Holman's claim to their insurance company is still under investigation. (See **Exhibit C**). Regardless of the coverage opinion, as a result of the occurrence at issue, there will still be a need to make improvements to the sewer system that will not be covered by insurance. If all contingencies stated herein are satisfied, and Billy and Brandy Holman qualify for the Sewer Backup Claim Program, then payment would be made up to \$10,000.00 under the Sewer Backup Claim Program for damages and improvements as needed.
8. Release and hold harmless agreement limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - to release the City of Highland, its officers, employees, agents, and independent contractors from all claims for damages (including damages for both personal injury and property damage) arising from the sewer backup, and further agreeing - should any other person commence a lawsuit against the City of Highland, or any of its officers, employees, agents, or independent contractors, for personal injury or property damage attributable to the sewer backup in question - to hold the City of Highland harmless by refunding to the City of Highland all of the money paid to them by the City of Highland on the sewer backup claim.
- a. Billy and Brandi Holman's sewer backup claim payment shall not be made until all contingencies as stated herein are satisfied, a determination is made as to whether Billy and Brandi Holman qualify for the Sewer Backup Claim

Program, and all owners of the property in question sign a release and hold harmless agreement and agree to all terms according to the Sewer Backup Claim Program. (See **Exhibit C**).

9. Non-liability limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - that the City of Highland, by making such payment, does not admit fault or liability on its part, and that the City of Highland pays the sewer backup claim merely to buy its peace and to avoid the expense of litigation.
 - a. Billy and Brandi Holman's sewer backup claim payment shall not be made until all contingencies as stated herein are satisfied, a determination is made as to whether Billy and Brandi Holman qualify for the Sewer Backup Claim Program, and all owners of the property in question sign a release and hold harmless agreement and agree to all terms according to the Sewer Backup Claim Program. (See **Exhibit C**).

WHEREAS, City has determined Billy and Brandi Holman's claim under the Sewer Backup Claim Program may qualify for payment of up to \$10,000.00; and

WHEREAS, City has determined it shall make the determination as to whether Billy and Brandi Holman qualify for the Sewer Backup Claim Program, and shall make the determination as to whether to issue a payment of up to \$10,000.00 once said determination is made; and

WHEREAS, the City Council finds that the City Manager should be authorized and directed, on behalf of the City, to make the determination as to whether Billy and Brandi Holman qualify for the Sewer Backup Claim Program, and determine whether to execute whatever documents are necessary to make payment to Billy and Brandi Holman of up to \$10,000.00 under the City Sewer Backup Claim Program.

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

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

Section 2. Payment of up to \$10,000.00 to Billy and Brandi Holman under the City Sewer Backup Claim Program has been considered and approved contingent upon a determination as to whether Billy and Brandi Holman qualify for the City Sewer Backup Claim Program.

Section 3. The City Manager is authorized and directed, on behalf of the City, to make the determination as to whether Billy and Brandi Holman qualify for the Sewer Backup Claim Program, and to determine whether to execute whatever documents are necessary to make payment of up to \$10,000.00 to Billy and Brandi Holman under the Sewer Backup Claim Program as stated herein.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

RESOLUTION NO. 08-11-1760

SETTING POLICY FOR ADJUSTMENT OF SEWER BACKUP CLAIMS

WHEREAS, the City of Highland receives claims for damages arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property;

WHEREAS, the City of Highland maintains liability insurance on the operation of its sewer system, and persons making such claims should apply first to the City of Highland's liability insurer for the adjustment of their claims;

WHEREAS, if the City of Highland's liability insurer denies such a claim, the City Council may be willing, under certain circumstances and within certain limits, to pay the claim from the general revenues of the operation of the City of Highland's sewer system;

WHEREAS, the circumstances under which - and the limits within which - the City Council of the City of Highland will consider paying such a claim from the general revenues of the operation of the City of Highland's sewer system, should be defined;

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 term, "sewer backup claim," as used in this resolution, refers to any claim which a person has, or purports to have, arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property owned or leased by that person. The term, "sewer backup claims," as used in this resolution, refers to such claims in the plural.

Section 3. All persons who have, or purport to have, sewer backup claims shall submit those claims, in the first instance, to the adjusters employed or retained by the City of Highland's liability insurer. With respect to a sewer backup claim which is denied by the adjuster for the City of Highland's liability insurer, the City Council of the City of Highland will consider paying the denied sewer backup claim from the general revenues of the operation of the City of Highland's sewer system, subject to the *cause limitation, time limitation, amount limitation, owner limitation, owner's casualty insurance limitation, release and hold harmless agreement limitation, and non-liability limitation* set forth in the following seven sections of this resolution.

Section 4. Cause limitation. No sewer backup claim shall be paid unless the claim arises

from a physical blockage of a sewer main (due to an obstruction, or collapse of, the main) of the City of Highland.

Section 5. Time limitation. No sewer backup claim shall be paid which is presented to the City Council for consideration, after denial by the adjuster for the City of Highland's liability insurer, more than one (1) year after the occurrence of the sewer backup.

Section 6. Amount limitation. No sewer backup claim shall be paid for an amount in excess of Ten Thousand Dollars (\$10,000).

Section 7. Owner limitation. No sewer backup claim shall be paid unless all of the owners, of the fee simple interest in the land in question, join in submitting the claim and in making the release and hold harmless agreement required for payment of the claim.

Section 8. Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim in its entirety.

Section 9. Release and hold harmless agreement limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - to release the City of Highland, its officers, employees, agents, and independent contractors from all claims for damages (including damages for both personal injury and property damage) arising from the sewer backup, and further agreeing - should any other person commence a lawsuit against the City of Highland, or any of its officers, employees, agents, or independent contractors, for personal injury or property damage attributable to the sewer backup in question - to hold the City of Highland harmless by refunding to the City of Highland all of the money paid to them by the City of Highland on the sewer backup claim.

Section 10. Non-liability limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - that the City of Highland, by making such payment, does not admit fault or liability on its part, and that the City of Highland pays the sewer backup claim merely to buy its peace and to avoid the expense of litigation.

Section 11. This Resolution shall be known as Resolution No. 08-11-1760 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and

deposited and filed in the Office of the City Clerk, on the 17th day of November, 2008, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: Zobrist, Bardill, Bellm

NOES: Riffel

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. 10-06-1890

AMENDING THE POLICY FOR ADJUSTMENT OF SEWER BACKUP CLAIMS

WHEREAS, the City of Highland receives claims for damages arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property;

WHEREAS, the City of Highland maintains liability insurance on the operation of its sewer system, and persons making such claims should apply first to the City of Highland's liability insurer for the adjustment of their claims;

WHEREAS, if the City of Highland's liability insurer denies such a claim, the City Council may be willing, under certain circumstances and within certain limits, to pay the claim from the general revenues of the operation of the City of Highland's sewer system;

WHEREAS, the circumstances under which - and the limits within which - the City Council of the City of Highland will consider paying such a claim from the general revenues of the operation of the City of Highland's sewer system, should be defined;

WHEREAS, the City Council, on November 17, 2008, by its adoption of Resolution No. 08-11-1760 , initially set the City of Highland's policy for the adjustment of sewer backup claims;

WHEREAS, Resolutions 08-11-1760 provided, in Section 8 thereof,

" Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim in its entirety."

WHEREAS, the effect of the existing *Owner's casualty insurance limitation* - as applied to owners who have a casualty insurance policy covering the land in question - is to require that the insurer deny "their claim in its entirety," in order for the owners to be eligible for an adjustment of their sewer backup claim by the City of Highland;

WHEREAS, the City Council desires to amend Section 8 to render eligible owners who have a casualty insurance policy covering their land, but whose loss is not completely covered by that casualty insurance policy because "the insurer denied (finally and without the possibility of reconsideration or review) their claim at least in part, or, by reason of the application of a deductible amount or policy limit, or both, failed to pay the owners all the damages that they suffered from the sewer backup";

WHEREAS, City Council desires to retain in effect the \$10,000 *Amount limitation* set

forth in Section 6 and all other limitations set forth in other sections of Resolutions 08-11-1760;

WHEREAS, the policy initially set by Resolutions 08-11-1760, for the adjustment of sewer backup claims, should be amended in a manner consistent with these findings and statements;

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 term, "sewer backup claim," as used in this resolution, refers to any claim which a person has, or purports to have, arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property owned or leased by that person. The term, "sewer backup claims," as used in this resolution, refers to such claims in the plural.

Section 3. All persons who have, or purport to have, sewer backup claims shall submit those claims, in the first instance, to the adjusters employed or retained by the City of Highland's liability insurer. With respect to a sewer backup claim which is denied by the adjuster for the City of Highland's liability insurer, the City Council of the City of Highland will consider paying the denied sewer backup claim from the general revenues of the operation of the City of Highland's sewer system, subject to the *cause limitation, time limitation, amount limitation, owner limitation, owner's casualty insurance limitation, release and hold harmless agreement limitation, and non-liability limitation* set forth in the following seven sections of this resolution.

Section 4. Cause limitation. No sewer backup claim shall be paid unless the claim arises from a physical blockage of a sewer main (due to an obstruction, or collapse of, the main) of the City of Highland.

Section 5. Time limitation. No sewer backup claim shall be paid which is presented to the City Council for consideration, after denial by the adjuster for the City of Highland's liability insurer, more than one (1) year after the occurrence of the sewerbackup.

Section 6. Amount limitation. No sewer backup claim shall be paid for an amount in excess of Ten Thousand Dollars (\$10,000).

Section 7. Owner limitation. No sewer backup claim shall be paid unless all of the owners, of the fee simple interest in the land in question, join in submitting the claim and in making the release and hold harmless agreement required for payment of the claim.

Section 8. Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim at

least in part, or, by reason of the application of a deductible amount or policy limit , or both, failed to pay the owners all the damages that they suffered from the sewer backup;

Section 9. Release and hold harmless agreement limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - to release the City of Highland, its officers, employees, agents, and independent contractors from all claims for damages (including damages for both personal injury and property damage) arising from the sewer backup, and further agreeing - should any other person commence a lawsuit against the City of Highland, or any of its officers, employees, agents, or independent contractors, for personal injury or property damage attributable to the sewer backup in question - to hold the City of Highland harmless by refunding to the City of Highland all of the money paid to them by the City of Highland on the sewer backup claim.

Section 10. Non-liability limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - that the City of Highland, by making such payment, does not admit fault or liability on its part, and that the City of Highland pays the sewer backup claim merely to buy its peace and to avoid the expense of litigation.

Section 11. This Resolution shall be known as Resolution No. 10-06-1890 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the 7th day of June, 2010, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: Bardill, Bellm, Zobrist, Schwarz

NOES: None

APPROVED:

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

ATTEST:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING PAYMENT OF SEWER BACKUP CLAIM TO ROGER AND DIANE BUSCH FOR 607 9TH STREET, HIGHLAND, ILLINOIS

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

WHEREAS, City has determined, by previously passed Resolution No. 08-11-1760, City may provide limited financial assistance to a City property owner or lessee when a sewer backup occurs under specific circumstances (“Sewer Backup Claim Program”) (*See Exhibit A*); and

WHEREAS, City has determined, by previously passed Resolution No. 10-06-1890, City amended the Sewer Backup Claim Program to provide some additional clarity as to what may be required to file a claim under the Sewer Backup Claim Program (*See Exhibit B*); and

WHEREAS, City has determined Roger and Diane Busch, of 607 9th Street, Highland, Illinois, have applied to the City for up to \$10,000.00 in assistance under the Sewer Backup claim program (*See Exhibit A*); and

WHEREAS, City has determined the following requirements of the Sewer Backup Program have been met, or are understood to be contingent on payment under the Sewer Backup Program:

1. "sewer backup claim," as used in this resolution, refers to any claim which a person has, or purports to have, arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property owned or leased by that person.
 - a. Roger and Diane Busch had a backup of sewage onto their private property. (*See Exhibit C*).
2. All persons who have, or purport to have, sewer backup claims shall submit those claims, in the first instance, to the adjusters employed or retained by the City of Highland's liability insurer.
 - a. Roger and Diane Busch submitted their sewer backup claim to City's insurance carrier, and they were denied. (*See Exhibit C*).

3. Cause limitation. No sewer backup claim shall be paid unless the claim arises from a physical blockage of a sewer main (due to an obstruction, or collapse of, the main) of the City of Highland.
 - a. Roger and Diane Busch's sewer backup claim arises from a physical blockage of a sewer main. (See **Exhibit C**).
4. Time limitation. No sewer backup claim shall be paid which is presented to the City Council for consideration, after denial by the adjuster for the City of Highland's liability insurer, more than one (1) year after the occurrence of the sewer backup.
 - a. Roger and Diane Busch's sewer backup claim was submitted within one (1) year after the occurrence. (See **Exhibit C**).
5. Amount limitation. No sewer backup claim shall be paid for an amount in excess of Ten Thousand Dollars (\$10,000).
 - a. Roger and Diane Busch's sewer backup claim payment shall not exceed \$10,000.00, according to the Sewer Backup Claim Program. (See **Exhibit C**).
6. *Owner limitation*. No sewer backup claim shall be paid unless all of the owners, of the fee simple interest in the land in question, join in submitting the claim and in making the release and hold harmless agreement required for payment of the claim.
 - a. Roger and Diane Busch's sewer backup claim payment shall not be made until all owners of the property in question sign a release and hold harmless agreement according to the Sewer Backup Claim Program. (See **Exhibit C**).
7. Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim at least in part, or, by reason of the application of a deductible amount or policy limit , or both, failed to pay the owners all the damages that they suffered from the sewer backup.
 - a. Roger and Diane Busch claim they do not have a sewer backup rider on their homeowner's policy and are aware of the \$10,000.00 limitation under the Sewer Backup Claim Program. Expenses for cleanup and repair at the Busch's property are estimated to exceed the \$10,000.00 limitation under the policy, not including loss of private property. (See **Exhibit C**).

8. Release and hold harmless agreement limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - to release the City of Highland, its officers, employees, agents, and independent contractors from all claims for damages (including damages for both personal injury and property damage) arising from the sewer backup, and further agreeing - should any other person commence a lawsuit against the City of Highland, or any of its officers, employees, agents, or independent contractors, for personal injury or property damage attributable to the sewer backup in question - to hold the City of Highland harmless by refunding to the City of Highland all of the money paid to them by the City of Highland on the sewer backup claim.
 - a. Roger and Diane Busch's sewer backup claim payment shall not be made until all owners of the property in question sign a release and hold harmless agreement and agree to all terms according to the Sewer Backup Claim Program. (See **Exhibit C**).

9. Non-liability limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - that the City of Highland, by making such payment, does not admit fault or liability on its part, and that the City of Highland pays the sewer backup claim merely to buy its peace and to avoid the expense of litigation.
 - a. Roger and Diane Busch's sewer backup claim payment shall not be made until all owners of the property in question sign a release and hold harmless agreement and agree to all terms according to the Sewer Backup Claim Program. (See **Exhibit C**).

WHEREAS, City has determined Roger and Diane Busch's claim under the Sewer Backup Claim Program qualifies for payment of up to \$10,000.00; and

WHEREAS, the City Council deems it to be in the best interests of City to the payment of up to \$10,000.00 to Roger and Diane Busch under the Sewer Backup Claim Program as stated herein; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to make payment to Roger and Diane Busch of up to \$10,000.00 under the City Sewer Backup Claim program.

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

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

Section 2. Payment of up to \$10,000.00 to Roger and Diane Busch under the City Sewer Backup Claim Program is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City, to execute whatever documents are necessary to make payment of up to \$10,000.00 to Roger and Diane Busch under the Sewer Backup Claim Program as stated herein.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

RESOLUTION NO. 08-11-1760

SETTING POLICY FOR ADJUSTMENT OF SEWER BACKUP CLAIMS

WHEREAS, the City of Highland receives claims for damages arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property;

WHEREAS, the City of Highland maintains liability insurance on the operation of its sewer system, and persons making such claims should apply first to the City of Highland's liability insurer for the adjustment of their claims;

WHEREAS, if the City of Highland's liability insurer denies such a claim, the City Council may be willing, under certain circumstances and within certain limits, to pay the claim from the general revenues of the operation of the City of Highland's sewer system;

WHEREAS, the circumstances under which - and the limits within which - the City Council of the City of Highland will consider paying such a claim from the general revenues of the operation of the City of Highland's sewer system, should be defined;

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 term, "sewer backup claim," as used in this resolution, refers to any claim which a person has, or purports to have, arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property owned or leased by that person. The term, "sewer backup claims," as used in this resolution, refers to such claims in the plural.

Section 3. All persons who have, or purport to have, sewer backup claims shall submit those claims, in the first instance, to the adjusters employed or retained by the City of Highland's liability insurer. With respect to a sewer backup claim which is denied by the adjuster for the City of Highland's liability insurer, the City Council of the City of Highland will consider paying the denied sewer backup claim from the general revenues of the operation of the City of Highland's sewer system, subject to the *cause limitation, time limitation, amount limitation, owner limitation, owner's casualty insurance limitation, release and hold harmless agreement limitation, and non-liability limitation* set forth in the following seven sections of this resolution.

Section 4. Cause limitation. No sewer backup claim shall be paid unless the claim arises

from a physical blockage of a sewer main (due to an obstruction, or collapse of, the main) of the City of Highland.

Section 5. Time limitation. No sewer backup claim shall be paid which is presented to the City Council for consideration, after denial by the adjuster for the City of Highland's liability insurer, more than one (1) year after the occurrence of the sewer backup.

Section 6. Amount limitation. No sewer backup claim shall be paid for an amount in excess of Ten Thousand Dollars (\$10,000).

Section 7. Owner limitation. No sewer backup claim shall be paid unless all of the owners, of the fee simple interest in the land in question, join in submitting the claim and in making the release and hold harmless agreement required for payment of the claim.

Section 8. Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim in its entirety.

Section 9. Release and hold harmless agreement limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - to release the City of Highland, its officers, employees, agents, and independent contractors from all claims for damages (including damages for both personal injury and property damage) arising from the sewer backup, and further agreeing - should any other person commence a lawsuit against the City of Highland, or any of its officers, employees, agents, or independent contractors, for personal injury or property damage attributable to the sewer backup in question - to hold the City of Highland harmless by refunding to the City of Highland all of the money paid to them by the City of Highland on the sewer backup claim.

Section 10. Non-liability limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - that the City of Highland, by making such payment, does not admit fault or liability on its part, and that the City of Highland pays the sewer backup claim merely to buy its peace and to avoid the expense of litigation.

Section 11. This Resolution shall be known as Resolution No. 08-11-1760 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and

deposited and filed in the Office of the City Clerk, on the 17th day of November, 2008, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: Zobrist, Bardill, Bellm

NOES: Riffel

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

RESOLUTION NO. 10-06-1890

AMENDING THE POLICY FOR ADJUSTMENT OF SEWER BACKUP CLAIMS

WHEREAS, the City of Highland receives claims for damages arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property;

WHEREAS, the City of Highland maintains liability insurance on the operation of its sewer system, and persons making such claims should apply first to the City of Highland's liability insurer for the adjustment of their claims;

WHEREAS, if the City of Highland's liability insurer denies such a claim, the City Council may be willing, under certain circumstances and within certain limits, to pay the claim from the general revenues of the operation of the City of Highland's sewer system;

WHEREAS, the circumstances under which - and the limits within which - the City Council of the City of Highland will consider paying such a claim from the general revenues of the operation of the City of Highland's sewer system, should be defined;

WHEREAS, the City Council, on November 17, 2008, by its adoption of Resolution No. 08-11-1760 , initially set the City of Highland's policy for the adjustment of sewer backup claims;

WHEREAS, Resolutions 08-11-1760 provided, in Section 8 thereof,

" Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim in its entirety."

WHEREAS , the effect of the existing *Owner's casualty insurance limitation* - as applied to owners who have a casualty insurance policy covering the land in question - is to require that the insurer deny "their claim in its entirety," in order for the owners to be eligible for an adjustment of their sewer backup claim by the City of Highland;

WHEREAS, the City Council desires to amend Section 8 to render eligible owners who have a casualty insurance policy covering their land, but whose loss is not completely covered by that casualty insurance policy because "the insurer denied (finally and without the possibility of reconsideration or review) their claim at least in part, or, by reason of the application of a deductible amount or policy limit, or both, failed to pay the owners all the damages that they suffered from the sewer backup";

WHEREAS, City Council desires to retain in effect the \$10,000 *Amount limitation* set

forth in Section 6 and all other limitations set forth in other sections of Resolutions 08-11-1760;

WHEREAS, the policy initially set by Resolutions 08-11-1760, for the adjustment of sewer backup claims, should be amended in a manner consistent with these findings and statements;

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 term, "sewer backup claim," as used in this resolution, refers to any claim which a person has, or purports to have, arising from the alleged backup of sewage, from the City of Highland's sewer system, on to private property owned or leased by that person. The term, "sewer backup claims," as used in this resolution, refers to such claims in the plural.

Section 3. All persons who have, or purport to have, sewer backup claims shall submit those claims, in the first instance, to the adjusters employed or retained by the City of Highland's liability insurer. With respect to a sewer backup claim which is denied by the adjuster for the City of Highland's liability insurer, the City Council of the City of Highland will consider paying the denied sewer backup claim from the general revenues of the operation of the City of Highland's sewer system, subject to the *cause limitation, time limitation, amount limitation, owner limitation, owner's casualty insurance limitation, release and hold harmless agreement limitation, and non-liability limitation* set forth in the following seven sections of this resolution.

Section 4. Cause limitation. No sewer backup claim shall be paid unless the claim arises from a physical blockage of a sewer main (due to an obstruction, or collapse of, the main) of the City of Highland.

Section 5. Time limitation. No sewer backup claim shall be paid which is presented to the City Council for consideration, after denial by the adjuster for the City of Highland's liability insurer, more than one (1) year after the occurrence of the sewerbackup.

Section 6. Amount limitation. No sewer backup claim shall be paid for an amount in excess of Ten Thousand Dollars (\$10,000).

Section 7. Owner limitation. No sewer backup claim shall be paid unless all of the owners, of the fee simple interest in the land in question, join in submitting the claim and in making the release and hold harmless agreement required for payment of the claim.

Section 8. Owner's casualty insurance limitation. No sewer backup claim shall be paid unless the owners certify, in their application to the City of Highland for payment of the sewer backup claim, either that (1) they have no policy of casualty insurance covering the land in question which would pay them for any part of the damages (including damages for both personal injury and property damage) that they claim, or (2) that they have applied to the insurer which issued a casualty insurance policy covering the land in question for payment of the damages (including damages for both personal injury and property damage) that they claim and the insurer denied (finally and without the possibility of reconsideration or review) their claim at

least in part, or, by reason of the application of a deductible amount or policy limit , or both, failed to pay the owners all the damages that they suffered from the sewer backup;

Section 9. Release and hold harmless agreement limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - to release the City of Highland, its officers, employees, agents, and independent contractors from all claims for damages (including damages for both personal injury and property damage) arising from the sewer backup, and further agreeing - should any other person commence a lawsuit against the City of Highland, or any of its officers, employees, agents, or independent contractors, for personal injury or property damage attributable to the sewer backup in question - to hold the City of Highland harmless by refunding to the City of Highland all of the money paid to them by the City of Highland on the sewer backup claim.

Section 10. Non-liability limitation. No sewer backup claim shall be paid unless all the owners of the land in question agree in writing - contemporaneously with the payment of the sewer backup claim - that the City of Highland, by making such payment, does not admit fault or liability on its part, and that the City of Highland pays the sewer backup claim merely to buy its peace and to avoid the expense of litigation.

Section 11. This Resolution shall be known as Resolution No. 10-06-1890 and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the 7th day of June, 2010, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES: Bardill, Bellm, Zobrist, Schwarz

NOES: None

APPROVED:

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

ATTEST:

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



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad-Interim City Manager

Date: April 26, 2021

Re: Resident Request for Payment of Sewer Backup Claim based upon Policy for
“Adjustment of Sewer Backup Claims” Resolution 10-06-1890

On March 18, 2021, residents Roger and Diane Busch of 607 9th Street, suffered a sewer back up into their home. The claim was submitted to our insurance carrier RMA and was denied pursuant to the Local Government Tort Immunity Act 745 ILCS 10/3-102. The Busch’s submit that they do not have a sewer backup rider on their homeowner’s policy and are aware of the \$10,000.00 limitation under this policy. Expenses for cleanup and repair exceed the \$10,000.00 limitation under the policy, and that does not include loss of private property.

I am requesting authorization under the policy to pay up to \$10,000.00 in reimbursement of expenses related to the cleanup and repair upon the submission of invoices and execution of the required Release and Hold Harmless agreement and Non-liability Limitation as specified in Resolution 10-06-1890

Description of event: On March 18, 2021, the Highland area experienced a heavy rainfall which caused a large amount of surface water to enter the sanitary sewer system in a short amount of time. The Busch’s notified the City of sewer backing up into their basement. The water and sewer department employees responded and determined there were root intrusions both in the main and service lines for the resident. Upon clearing both the main and service line, the water inside the residence subsided.



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

Budget Impact: After budgeting for sewer backup claims for many years without having a claim paid under that line-item, we had removed funding for this line item in the budget for FY 20-21. Therefore, the funds would be drawn upon the sewer department reserves. Estimates for the cleanup and repair exceed the \$10,000.00 limitation set by the Resolution with just the ServPro estimate for cleaning and removal of damaged items at approximately \$2,967.17 with repair estimates in excess of \$10,000.00.

Respectfully Submitted,

Roger Busch

Diane Busch

Christopher Conrad – Interim City Manager

ORDINANCE NO. _____

**AN ORDINANCE WAIVING RECAPTURE AGREEMENT FEES ASSOCIATED WITH
CONSTRUCTION OF STREET AND STORM SEWER CONNECTING
QUAIL DRIVE AND FALCON DRIVE**

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

WHEREAS, on November 20, 2006, City Council approved an Agreement for Dedication of Right-of-Way, Storm Sewer Easement, and Recapture Fees with Bill and Wanda Fennell, owners of 13120 Michael Road, Highland, IL; PPN# 01-1-24-04-00-000-001.001 (“Property”) (*See Exhibit A*; hereinafter “Agreement”); and

WHEREAS, City Staff has determined the City agreed to acquire right-of-way and construct streets and storm sewer to connect Quail Drive and Falcon Drive for purposes of public safety and increased storm water drainage capability; and

WHEREAS, City has determined the Agreement (*See Exhibit A*) contains a provision for City to collect recapture fees in the amount of \$120.00 per linear foot of street and storm sewer constructed adjacent to any real estate that was later developed; and

WHEREAS, City has determined the Agreement (*See Exhibit A*) states:

(Recapture Fee) the Parties hereby agree that if the Property is ever subdivided for purposes of residential development, that the City may charge a recapture fee for purposes of recouping a portion of the cost expended to construct the roadways and underground storm sewer. The recapture fee shall be calculated at a rate of one-hundred and twenty dollars (\$120.00) per linear foot of each lot line adjacent to either roadway. This recapture fee shall be paid by Grantors or their successors and assigns, at such time as the building permit application is submitted for each individual lot.

(*See Exhibit A*); and

WHEREAS, on April 22, 2017, Mayor Michaelis received a letter from Bill & Wanda Fennell requesting waiver of the recapture agreement because they had received no legitimate

offers to purchase and subdivide the Property for building homes, and believed the recapture agreement was the impediment to sale of the Property (*See Exhibit B*); and

WHEREAS, City has determined there is now a contingent contract on the Property to be subdivided and developed into single family homes contingent on City waiving the recapture agreement fees associated with construction of the streets and storm sewer connecting Quail Drive and Falcon Drive; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to waive the recapture fee agreement under the following conditions:

1. The Property is sold for purposes of being subdivided and developed into single family homes;
2. The Property is annexed into City;

(“Conditions Precedent to Waiver of Recapture Agreement”); and

WHEREAS, City, at its sole discretion, shall determine whether these Conditions Precedent to Waiver of Recapture Agreement have been satisfied prior to entering any agreement to waive the recapture provision of the Agreement to be recorded in Madison County, IL; and

WHEREAS, City, after determining the Conditions Precedent to Waiver of Recapture Agreement have been satisfied, may enter an agreement with the new owners of the Property substantially similar to the agreement attached hereto as **Exhibit C**; and

WHEREAS, City has determined all other aspects of the Agreement shall remain unchanged, with only the recapture agreement being affected by this Ordinance; and

WHEREAS, City has determined the terms and conditions of the Waiver of Recapture Fees Agreement (**Exhibit C**) are fair, and City has determined the Waiver of Recapture Fees Agreement (**Exhibit C**) should be approved; and

WHEREAS, City has determined the City Manager and/or Mayor shall be authorized and directed by City Council to execute any documents required to waive the Recapture Fees Agreement recorded against the Property.

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. Subsequent to the Conditions Precedent to Waiver of Recapture Agreement being satisfied, solely to be determined at the discretion of City, the Waiver of Recapture Fees Agreement (**Exhibit C**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed to execute and record any documents necessary to give effect to the Waiver of Recapture Fees Agreement **(Exhibit C)**.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

(Recorder's Use Only)

**AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY, STORM SEWER
EASEMENT AND RECAPTURE FEES**

Whereas this Agreement for Dedication of Right-of-Way, Storm Sewer Easement and Recapture Fees ("Agreement") is entered into this 7th day of November, 2006, by and between Bill Fennell and Wanda Fennell (Grantors) and their successors, heirs and assigns and the City of Highland, Illinois ("Highland").

RECITALS

Grantors are the owners of certain property commonly known as 13120 Michael Road, Highland, Illinois and more particularly described on the Quit Claim Deed attached hereto as Exhibit A ("Property"). The Property is identified as Parcel ID#: 01-1-24-04-00-000-001.001. Said Property runs perpendicular to both Falcon Drive and Quail Drive as seen on attached Exhibit B. In the interest of public safety, the City now wishes to construct two roadways which shall serve to connect Falcon Drive to Falcon Drive East and Quail Drive to Quail Drive East. The City also desires to construct a storm sewer to service the roadways. Furthermore, it is the intent of the Parties that this Agreement shall serve to provide for certain recapture fees to be paid to the City in the event Grantors, or their successors and assigns, subdivide the property for purposes of residential development.

TERMS

1. (Dedication of ROW.) Grantors agree to dedicate the necessary right-of-way, no less than 50ft., to the City in order for the City to construct the roadways connecting Falcon Drive to Falcon Drive East and Quail Drive to Quail Drive East. Said right-of-way shall be more specifically defined in a Dedication of

Right-of-Way document to be agreed to by the Parties and recorded with the Madison County Recorder.

2. (Construction of Roadway.) City, at its own expense, agrees to construct two roadways which shall serve to connect Falcon Drive to Falcon Drive East and Quail Drive to Quail Drive East within the dedicated right-of-way. The City shall make a good faith effort and shall take all reasonable actions in order to complete construction of the roadways within eighteen months of the date of this Agreement. Said roadways shall be constructed in compliance with the requirements and standards as set forth in the City's Land Development Code.
3. (Dedication of Easements.) Grantors agree to dedicate the necessary permanent easements to the City in order for the City to construct an underground storm sewer adjacent to the roadways. The storm sewer easements shall be 20 feet in width and run adjacent to the roadways. Said storm sewer easements shall be more specifically defined in a Storm Sewer Easement to be agreed to by the Parties and recorded with the Madison County Recorder.
4. (Construction of Storm Sewer.) City, at its own expense, agrees to install an underground storm sewer to service the said roadways within the dedicated easements. The City shall make a good faith effort and shall take all reasonable actions in order to install the underground storm sewer within eighteen months of the date of this Agreement. Said storm sewer shall be constructed in compliance with the requirements and standards as set forth in the City's Land Development Code.
5. (Temporary Construction Easements.) Grantors agree to dedicate all necessary temporary construction easements to the City for purposes of constructing the said roadways and the underground storm sewer.
6. (Costs.) City agrees to incur all costs in the development and construction of said roadways and the underground storm sewer system. These costs include, but are not limited to, engineering fees, surveying fees, labor, materials, and the costs associated with the granting of the right-of-way and easements to the City.
7. (Recapture Fee) The Parties hereby agree that if the Property is ever subdivided for purposes of residential development, that the City may charge a recapture fee for purposes of recouping a portion of the cost expended to construct the roadways and underground storm sewer. The recapture fee shall be calculated at a rate of one-hundred and twenty dollars (\$120.00) per linear foot of each lot line adjacent to either roadway. This recapture fee shall be paid by Grantors or their successors and assigns, at such time as the building permit application is submitted for each individual lot.
8. (Agreement Binding on Successors.) This Agreement is to be recorded in the office of the Madison County Recorder for purposes of providing notice of any encumbrances, covenants and restrictions contained herein, to subsequent successors and assigns of the Property. This Agreement shall be construed as a

covenant running with the land and shall be binding upon the Parties hereto, their respective successors and assigns, including but not limited to subsequent owners, developers and purchasers of the Property.

9. (Time of the Essence.) It is understood and agreed by the Parties hereto that time is of the essence of this Agreement, and that all Parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed by the Parties hereto that the successful consummation of this Agreement requires their continued cooperation.
10. (Good Faith.) The Parties agree to continue to act reasonably and in good faith in order to agree on the specific terms and provisions of the above referenced Dedication of Right-of-Way and Storm Sewer Easement.
11. (Warranty of Title.) Grantors warrant that at the time of the execution of this Agreement that they are the only owners of all of the record title of the property described in attached Exhibit A and that they have the full right to execute this Agreement and any conveyances required herein.
12. (Entire Agreement.) This Agreement sets forth all agreements, understandings, and covenants between and among the Parties, other than the future Dedication of Right-of-Way, Storm Sewer Easement and temporary construction easements referenced above. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral.
13. (Notices.) That any and all notices or requests given under this Agreement shall be in writing and delivered personally or by Certified, Return Receipt Requested U.S. Mail to City at 1115 Broadway, Highland, Illinois and to Bill Fennell and Wanda Fennell at 13120 Michael Road, Highland, Illinois, and deemed received, if mailed, the next business day after mailing.

The City of Highland

Mayor, Joseph Michaelis

Date

Grantors



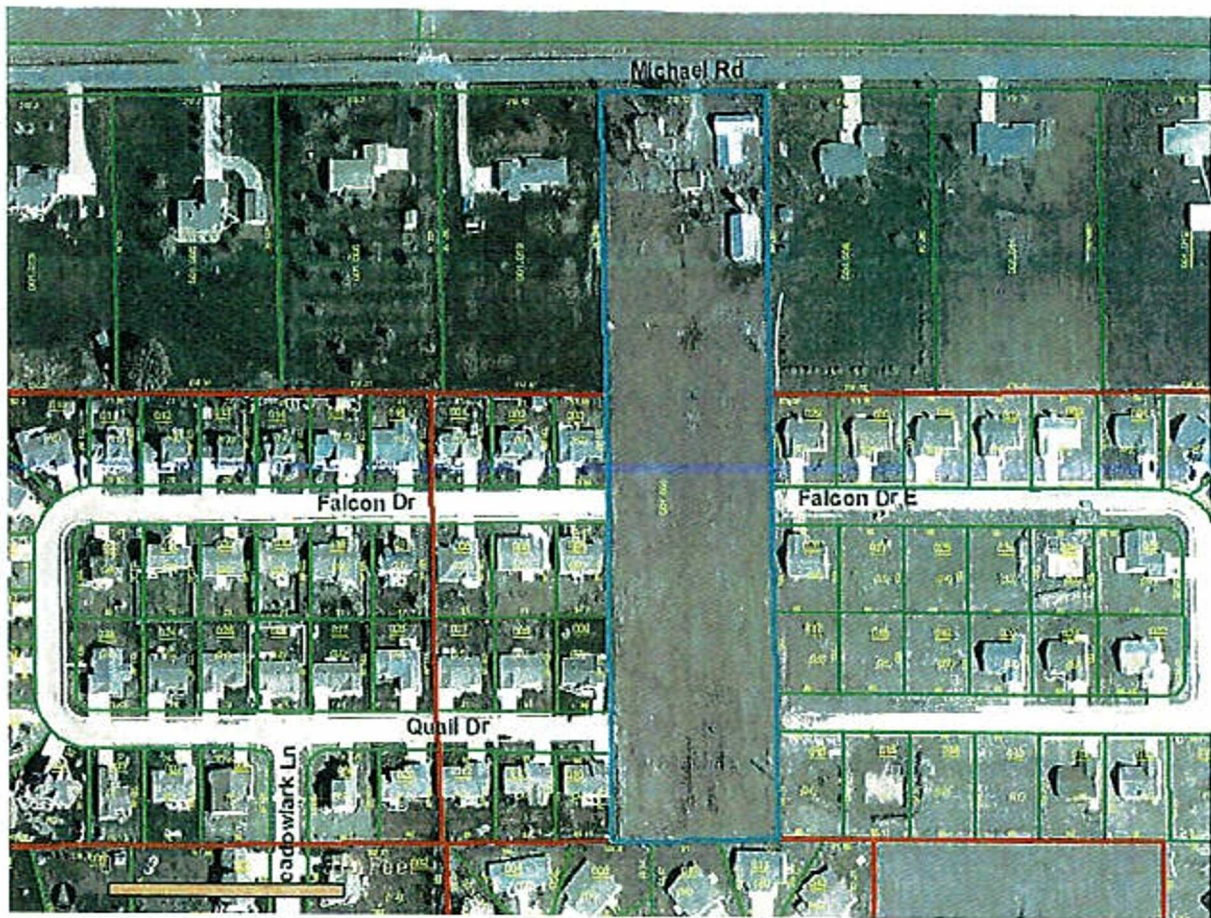
Bill Fennell

11-7-06
Date



Wanda Fennell

11-7-06
Date



April 22, 2017

Mayor Joe Michaelis
Highland City Council Members
1115 Broadway
PO Box 218
Highland, IL 62249

RE: Vacant property on E. Quail and Falcon Drive
Owners Bill & Wanda Fennell

In November 2006, my wife and I granted the City of Highland the right to continue the streets of East Quail and Falcon through our undivided property. We also granted the city drainage right of way for previous subdivisions, as well as our property. The main reason for us granting the changes was for the safety of the young children living along Falcon & Quail, as the dead end streets forced the school busses and garbage trucks to backup and turn around in the street near their homes. Also, safety equipment may be blocked due to the dead end streets. By granting the city with the permanent easements, there is not room for three lots across each front—twelve lots total. Now, there is only room for two across each front—eight lots total.

We have had no legitimate offers to purchase and subdivide for building homes in the past ten years.

If the city could see their way to forgive the recapture fees for the streets and drainage, we may be able to attract some interest from a buyer.

Sincerely,

Bill & Wanda Fennell

**AGREEMENT TO WAIVE RECAPTURE FEES RECORDED AGAINST 13120
MICHAEL ROAD, HIGHLAND, IL, PPN# 01-1-24-04-00-000-001.001**

WHEREAS, City of Highland, IL (“City”) entered an Agreement for Dedication of Right-Of-Way, Storm Sewer Easement, and Recapture Fees on or about November 20, 2006 with Bill and Wanda Fennel (“Agreement”); and

WHEREAS, City has determined the Agreement was recorded against the Property, and states:

(Recapture Fee) the Parties hereby agree that if the Property is ever subdivided for purposes of residential development, that the City may charge a recapture fee for purposes of recouping a portion of the cost expended to construct the roadways and underground storm sewer. The recapture fee shall be calculated at a rate of one-hundred and twenty dollars (\$120.00) per linear foot of each lot line adjacent to either roadway. This recapture fee shall be paid by Grantors or their successors and assigns, at such time as the building permit application is submitted for each individual lot.

WHEREAS, Bill and Wanda Fennel agreed to sell a portion of the Property to Feldmann Homes, Inc. to be annexed into the City, subdivided, and developed as a residential development; and

WHEREAS, according to the Agreement between City and Bill and Wanda Fennel, Feldmann Homes, Inc. would be subject to the Agreement and the Recapture Fee; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to waive the Recapture Fee, according to the Agreement, because Feldmann Homes, Inc. has agreed:

1. The Property shall be subdivided and developed into single family homes; and
2. The Property shall be annexed into City.

NOW, THEREFORE, THE CITY OF HIGHLAND, ILLINOIS, AND FELDMANN HOMES, INC., AGREE AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as findings of the City of Highland, Illinois, and Feldmann Homes, Inc.

Section 2. Feldmann Homes, Inc. has purchased the Property, shall annex the Property into City, and subdivide and develop the Property into single family homes.

Section 3. In consideration for Feldmann Homes, Inc.'s purchase, annexation, and development of the Property, as stated herein, City agrees to waive the recapture fee provision from the Property

Section 4. Parties agree all other provisions of the Agreement shall remain unchanged.

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, Interim City Manager

FELDMANN HOMES, INC.:

Gary Feldmann



City of Highland

Building and Zoning

April 19, 2021

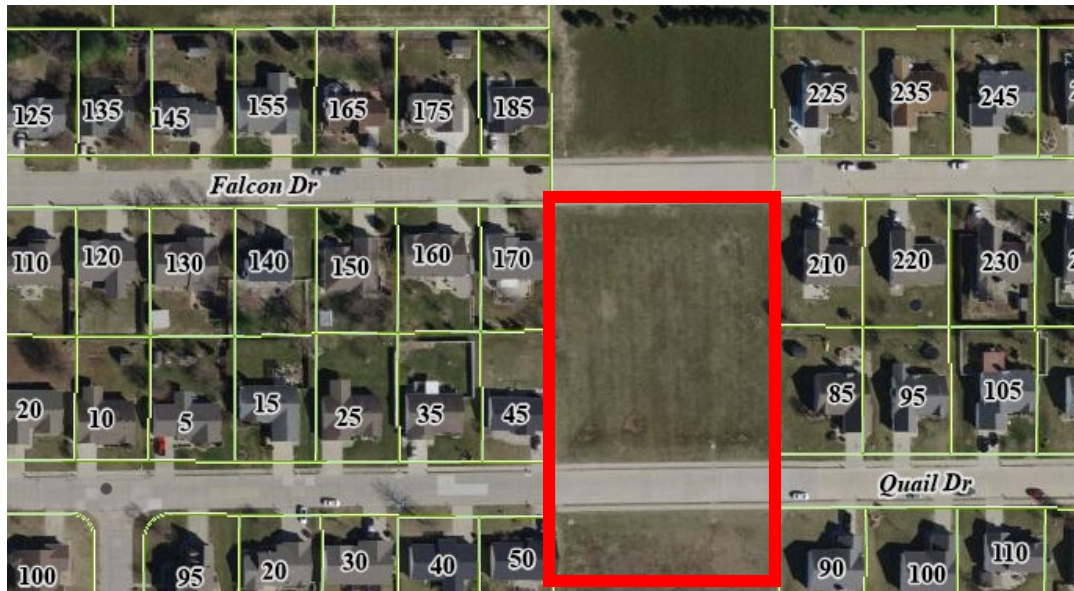
To: Chris Conrad, City Manger

From: Breann Speraneo, Director of Community Development

RE: Waiving Recapture Agreement for 9-Lot Subdivision

I recommend that City Council consider waiving the recapture agreement for infrastructure connecting Falcon Drive and Quail Drive.

In the event that the City waives the recapture agreement, Feldmann Homes, Inc. is proposing to develop a nine-lot subdivision that will host nine single-family homes in the following area:



The waiver is contingent upon Feldmann Homes, Inc. purchasing the property, annexing the property into the City, and developing a single-family home subdivision.

While waiving the recapture agreement would prevent the City from recapturing funds spent on connecting Falcon Drive and Quail Drive, City staff believes it is highly unlikely that this area would be developed if the recapture agreement were not waived.

Public safety was the main reason for connecting these two roads and that benefit remains.

RESOLUTION NO. _____

**A RESOLUTION APPROVING CHANGE ORDER NUMBER ONE, FINAL AND
BALANCING, FOR U.S. 40 / HEMLOCK / FRANK WATSON PARKWAY, PW-18-17,
FOR AN INCREASE IN COST OF \$5,141.82**

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

WHEREAS, City has determined traffic signals have been installed at the intersection of U.S. 40 / Hemlock / Frank Watson Parkway (“Project”); and

WHEREAS, During the Project, efficiencies were realized saving City money on the final cost of the Project; and

WHEREAS, During the Project, additional costs occurred due to inconsistencies between contract quantities and field measured quantities for Project materials; and

WHEREAS, the Project is completed, and the requested final and balancing change order will finalize the Projects costs; and

WHEREAS, pursuant to the proposed Final and Balancing Change Order Number One, City’s costs shall increase by \$5,141.82 (*See* Change Order attached hereto as **Exhibit A**) from the estimated cost of the Project; and

WHEREAS, City has determined Final and Balancing Change Order Number One is justified and should be approved because multiple decisions were made which decreased the overall costs to City for the Project (*See Exhibit A*); and

WHEREAS, City has determined Final and Balancing Change Order Number One is justified and should be approved because the changes made, and additional costs incurred, were considered in the best interest of the City (*See Exhibit A*); and

WHEREAS, City has determined Final and Balancing Change Order Number 1 is justified and should be approved because the construction of the Project is complete and Final and Balancing Change Order Number One will balance contract quantities with field measured quantities, along with clarifying what work was needed to complete the Project (*See Exhibit A*); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Final and Balancing Change Order Number One (*See Exhibit A*) for the Project; and

WHEREAS, City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute any documents regarding acceptance of Final and Balancing Change Order Number One (*See Exhibit A*) for the Project.

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

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

Section 2. City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Final and Balancing Change Order Number One (**Exhibit A**) for the Project, increasing the final cost by \$5,141.82.

Section 3. City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to sign Change Order Number One (**Exhibit A**) for the Project.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

Amount of original contract	\$	<u>224,740.34</u>
Amount of previously adjusted contract	\$	<u>224,740.34</u>
Amount of adjusted/final contract	\$	<u>229,882.16</u>

addition

Total net deduction to date \$ 5,141.82 which is 2.288 % of Contract Price

State fully the nature and reason for the change Balancing actual quantities with estimated contract quantities.

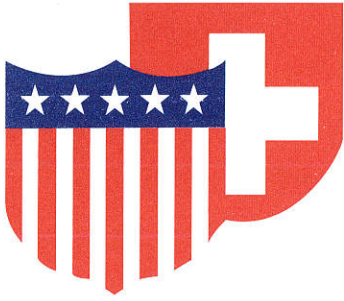
When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the local agency and is authorized by law.

Signed _____
Municipal Official

Title of Municipal Official

Date



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: April 27, 2021
SUBJECT: US 40/Hemlock/Frank Watson Parkway Intersection Signalization, PW-18-17
Recommendation for Approval Change Order #1 Final/Balancing

RECOMMENDATION

I recommend that you request council approval for the final and balancing change order #1 for the above referenced project for an additional \$5,141.82 to the project representing a 2.288% increase.

DISCUSSION

The project is complete. This change order will balance contract quantities with field measured quantities.

FISCAL IMPACT

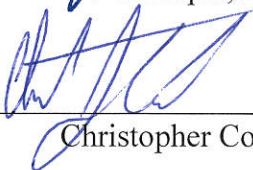
While the overall project costs increased from the awarded value, there are sufficient funds within the account to supplement the additional expenses.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION APPROVING AFFILIATION AGREEMENT FOR CITY OF
HIGHLAND D/B/A HIGHLAND COMMUNICATION SERVICES, BETWEEN
VIVICAST MEDIA, LLC AND SCRIPPS NETWORKS**

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

WHEREAS, the City of Highland d/b/a Highland Communication Services (hereinafter “HCS”) is a Member of the National Telco Television Consortium LLC (hereinafter “NTTC”) by way of the City Council’s resolution adopted and approved on February 6, 2012, approving the *National Telco Television Consortium Membership Agreement*; and

WHEREAS, the NTTC is now known as Vivicast Media, LLC as successor-in-interest to National Telco Television Consortium, LLC (hereinafter “Vivicast”); and

WHEREAS, City Council desires to obtain for HCS, as a member of Vivicast, the right to participate in the Affiliation Agreement between Vivicast and Scripps Networks, including Television Food Network, Home and Garden Television Network (HGTV), Travel Channel (TVC), Do it Yourself (DiY), Cooking Channel (COOK), Great American Country (GAC), Hogar de HGTV (Hogar), (hereinafter “Networks”), for the purpose of obtaining a non-exclusive license and right to distribute certain program services; and

WHEREAS, the Telecommunications Advisory Board, in the exercise of the plenary authority concerning editorial control, conferred on it by Ordinance No. 2399, adopted on January 18, 2010, and by Section 613(e)(2) of the Cable Franchise Policy Act of 1984 (47 U.S.C. §533(a)(2), has determined that HCS’ acquisition and distribution of the programming would be appropriate; and

WHEREAS, the Networks have provided to HCS:

1. Vivicast - Scripps Networks Comprehensive Agreement Summary – Amended March 31, 2021;
2. Signature Page;

(hereinafter “Agreement”) and

WHEREAS, City Council finds that the terms of the Agreement should be approved; and

WHEREAS, the City Manager and or Mayor should be authorized and directed, on behalf of the City of Highland d/b/a Highland Communication Services, to execute all documents required to participate in the Affiliation Agreement between HCS, Vivicast and the Networks.

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 Council has determined the Agreement is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland d/b/a Highland Communication Services, to execute all documents required to participate in the Agreement.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

Vivicast-Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

Scripps Networks Agreement *Amended as of March 31, 2021

Renewal Amendment effective as of 3/31/21:

1. The Agreement Term for all Networks is extended through December 31, 2023
2. Affiliate has 60 days to Opt In from effective date of 3/31/21; Affiliates will be deemed included under the Scripps extended term until the earlier of (1) Network receives written notice Affiliate has elected not to be included or (2) the Final Opt-In date.
3. Network Rates per subscriber for the extended term 2021-2023 as detailed by network within this Summary.
4. Affiliate as Opted In will continue all Scripps Networks carriages as currently distributed & carried.
5. NEW: Hogar de HGTV shall be a "Service" as of the Amendment Effective Date. Affiliate may elect to distribute Hogar. Affiliate that elects to distribute Hogar de HGTV will distribute Hogar in Hispanic Tier or any more highly penetrated tier.

(remainder of page left blank intentionally, continue to next page(s) for network carriages and rates)

Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

NETWORK: Food Network (FOOD)

LICENSE TERM PERIOD.

1. The amended Agreement Term for FOOD is through December 31, 2023. *Amended term as of 3/31/21 is through 12/31/23.

CARRIAGE/ TIERING.

1. FOOD SD must be carried in the most widely penetrated tier (90% penetration)(excluding Lifeline only tiers) in systems that have 450Mhz or greater capacity (or equivalent bandwidth.)
2. Systems with less capacity will offer FOOD on a “next in” basis, meaning as soon as bandwidth becomes available FOOD will be added first over other video services.
3. HD carriage is required in systems that have 750Mhz or greater capacity (IPTV equivalent digital systems are assumed to have available bandwidth unless otherwise proven) or who offer 15 other network services in HD format. HD only acceptable for complete HD only systems, requirements apply, inquire with your Vivicast-NTTC account rep for details.
4. FOOD HD cannot be offered if a system does not also provide Food Network, HGTV, HGTV HD, Travel Channel and Travel Channel HD.

FEES.

	License Fee (Stated as a Monthly Rate per Service Subscriber)	Monthly Minimum Fee Per Service	Annual License Fees
Food Network	2017: \$.59	none	2018: \$.64 2019: \$.69 2020: \$.75 2021: \$.80 2022: \$.80 2023: \$.80
Food Network HD	No additional charge if there is no HD tiering charge	none	n/a

Bulk Pricing is Available (EBU/40 calculation)

Vivicast-Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

NETWORK: Home and Garden Television Network (HGTV)

LICENSE TERM PERIOD.

1. The amended Agreement Term for HGTV is through December 31, 2023. *Amended term as of 3/31/21 is through 12/31/23.

CARRIAGE/ TIERING.

1. HGTV SD must be carried in the most widely penetrated tier (90% penetration)(excluding Lifeline only tiers) in systems that have 450Mhz or greater capacity (or equivalent bandwidth.)
2. Systems with less capacity will offer HGTV on a “next in” basis, meaning as soon as bandwidth becomes available HGTV will be added first over other video services.
3. HD carriage is required in systems that have 750Mhz or greater capacity (IPTV equivalent digital systems are assumed to have available bandwidth unless otherwise proven) or who offer 15 other network services in HD format. HD only acceptable for complete HD only systems, requirements apply, inquire with your Vivicast-NTTC account rep for details.
4. HGTV HD cannot be offered if a system does not also provide HGTV, Food Network, Food Network HD, Travel Channel and Travel Channel HD.

FEES.

	License Fee (Stated as a Monthly Rate per Service Subscriber)	Monthly Minimum Fee Per Service	Annual License Fees
HGTV	2017: \$.59	none	2018: \$.64 2019: \$.69 2020: \$.75 2021: \$.80 2022: \$.80 2023: \$.80
HGTV HD	No additional charge if there is no HD tiering charge	none	

Bulk Pricing is Available (EBU/40 calculation)

Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

NETWORK: Travel Channel (TVC)

LICENSE TERM PERIOD.

1. The amended Agreement Term for TVC is through December 31, 2023. *Amended term as of 3/31/21 is through 12/31/23.

CARRIAGE/ TIERING.

1. TVC SD must be carried in the most widely penetrated tier (90% penetration)(excluding Lifeline only tiers) in systems that have 450Mhz or greater capacity (or equivalent bandwidth.)
2. Systems with less capacity will offer TVC on a “next in” basis, meaning as soon as bandwidth becomes available HGTV will be added first over other video services.
3. HD carriage is required in systems that have 750Mhz or greater capacity (IPTV equivalent digital systems are assumed to have available bandwidth unless otherwise proven) or who offer 15 other network services in HD format. HD only acceptable for complete HD only systems, requirements apply, inquire with your Vicicast-NTTC account rep for details.
4. TVC HD cannot be offered if a system does not also provide Travel Channel, Food Network, Food Network HD, HGTV and HGTV HD.

FEES.

	License Fee (Stated as a Monthly Rate per Service Subscriber)	Monthly Minimum Fee Per Service	Annual License Fees
Travel Channel	2017: \$0.59	none	2018: \$.64 2019: \$.69 2020: \$.75 2021: \$.80 2022: \$.80 2023: \$.80
Travel Channel HD	No additional charge if there is no HD tiering charge	none	

Bulk Pricing is Available (EBU/40 calculation)

Vivicast-Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

NETWORK: Do It Yourself (DiY)

LICENSE TERM PERIOD.

1. The amended Agreement Term for DiY is through December 31, 2023. *Amended term as of 3/31/21 is through 12/31/23.

CARRIAGE/ TIERING.

1. DiY SD must be carried in the first or second most widely penetrated tier (excluding Lifeline only tiers) in systems that have 550Mhz or greater capacity (or equivalent bandwidth.)
2. Systems with less capacity will offer DiY on a “next in” basis, meaning as soon as bandwidth becomes available HGTV will be added first over other video services.
3. DiY cannot be offered in systems that do not provide HGTV, Food Network and Travel Channel.
4. HD carriage is required in systems that have available bandwidth capability and must be provided only in the equivalent HD tier with the corresponding SD service. HD only acceptable for complete HD only systems, requirements apply, inquire with your Vivicast-NTTC account rep for details.
5. Other tiering restrictions are defined in the full agreement.

FEES.

	License Fee (Stated as a Monthly Rate per Service Subscriber)	Monthly Minimum Fee Per Service	Annual License Fees
DiY	2017 (second tier)*: \$0.275	none	(second tier only*) 2018: \$.29 2019: \$.305 2020: \$.32 2021: \$.335 2022: \$.335 2023: \$.335
DiY HD	No additional charge if there is no HD tiering charge	none	

Bulk Pricing is Available (EBU/40 calculation)

***If not offered in the second most widely penetrated tier (excluding Lifeline) then other higher rates may apply based upon further restrictions or options found in the full agreement**

Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

NETWORK: Cooking Channel (COOK)

LICENSE TERM PERIOD.

2. The amended Agreement Term for COOK is through December 31, 2023. *Amended term as of 3/31/21 is through 12/31/23.

CARRIAGE/ TIERING.

1. COOK SD must be carried in the first or second most widely penetrated tier (excluding Lifeline only tiers) in systems that have 550Mhz or greater capacity (or equivalent bandwidth.)
2. Systems with less capacity will offer COOK on a “next in” basis, meaning as soon as bandwidth becomes available COOK will be added first over other video services.
3. COOK cannot be offered in systems that do not provide HGTV, Food Network and Travel Channel.
4. HD carriage is required in systems that have available bandwidth capability and must be provided only in the equivalent HD tier with the corresponding SD service. System must also distribute HGTV HD, Food HD and Travel HD. HD only acceptable for complete HD only systems, requirements apply, inquire with your Vivicast-NTTC account rep for details.
5. Other tiering restrictions are defined in the full agreement.

FEES.

	License Fee (Stated as a Monthly Rate per Service Subscriber)	Monthly Minimum Fee Per Service	Annual License Fees
Cooking Channel	2017 (second tier)*: \$0.275	none	(second tier only*) 2018: \$.29 2019: \$.305 2020: \$.32 2021: \$.335 2022: \$.335 2023: \$.335
Cooking Channel HD	No additional charge if there is no HD tiering charge	none	

Bulk Pricing is Available (EBU/40 calculation)

***If not offered in the second most widely penetrated tier (excluding Lifeline) then other higher rates may apply based upon further restrictions or options found in the full agreement**

Vivicast-Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

NETWORK: Great American Country (GAC)

LICENSE TERM PERIOD.

1. The amended Agreement Term for GAC is through December 31, 2023. *Amended term as of 3/31/21 is through 12/31/23.

CARRIAGE/ TIERING.

1. GAC SD must be carried in the first or second most widely penetrated tier (excluding Lifeline only tiers) in systems that have 550Mhz or greater capacity (or equivalent bandwidth.)
2. Systems with less capacity will offer GAC on a “next in” basis, meaning as soon as bandwidth becomes available GAC will be added first over other video services.
3. Within 60 days of Network making GAC HD available, carriage is required in systems that offer HD service and must be provided only in the equivalent HD tier with the corresponding SD service.
4. Other tiering restrictions are defined in the full agreement.

FEES.

	License Fee (Stated as a Monthly Rate per Service Subscriber)	Monthly Minimum Fee Per Service	Annual License Fees
GAC	2017 (second tier)*: \$0.275	none	(second tier only*) 2018: \$.29 2019: \$.305 2020: \$.32 2021: \$.335 2022: \$.335 2023: \$.335
GAC HD	No additional charge if no HD tiering charge	none	

Bulk Pricing is Available (EBU/40 calculation)

***If not offered in the second most widely penetrated tier (excluding Lifeline) then other higher rates may apply based upon further restrictions or options found in the full agreement**

- **TVE, VOD and Startover-Lookback Rights available for all Scripps Networks.**

Scripps Networks Comprehensive Agreement Summary

***Amended as of March 31, 2021**

CONFIDENTIAL

NETWORK: Hogar de HGTV (Hogar)

LICENSE TERM PERIOD.

The Agreement Term for Hogar de HGTV is effective as of April 1, 2021 through December 31, 2023.

CARRIAGE/ TIERING.

1. Hogar de HGTV is the Spanish Language programming service featuring programming from the genres offered on HGTV, Food, DIY, CC and Travel Channel.
2. Affiliate that elects to distribute Hogar must distribute Hogar in each Hispanic Tier or any more highly penetrated tier or level of service.
3. Other tiering restrictions are defined in the full agreement.

FEES.

	License Fee (Stated as a Monthly Rate per Service Subscriber)	Monthly Minimum Fee Per Service	Annual License Fees
Hogar de HGTV	2021 (Hispanic Tier)*: \$0.24	none	(Hispanic tier*) 2022: \$.246 2023: \$.252

Bulk Pricing is Available (EBU/40 calculation)

***If not offered in the second most widely penetrated tier (excluding Lifeline) then other higher rates may apply based upon further restrictions or options found in the full agreement**

- **TVE, VOD and Startover-Lookback Rights available for all Scripps Networks.**

Vivicast by one of the same methods prescribed above asap but no later than 5:00pm Central Standard Time April 23, 2021, so that Vivicast will have sufficient time to notify Scripps Networks and any authorized transport service provider to discontinue signal authorization and delivery of Scripps Networks to Affiliate by May 1, 2021, for which Affiliate is obligated for payment of subscribers of the Scripps Networks continued carriages through May 1, 2021 or the licensing/signal cease date whichever is later, at the rate due for the period as per the Affiliation Agreement and including all Amendments. If Affiliate's return of this binding letter is not received by April 23, 2021 Affiliate will be automatically deemed as accepting the RENEWAL AMENDMENT and obligated to the Renewal Amendments full terms and conditions.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Letter as of the date indicated below.

(Affiliate Company Name Printed)

VIVICAST MEDIA, LLC

(Authorized Signature)

(Authorized Signature)

(Name Printed)

(Name Printed)

(Signatory Title)

(Signatory Title)

(Date)

(Date)



To: Christopher Conrad, Interim City Manager
From: Angela Imming, Director, Technology and Innovation
Date: April 28, 2021
Subject: Scripps Renewal

Recommendation:

I recommend HCS renew the Scripps Network contract allowing HCS to carry HGTV and the Food Network through Dec 31, 2023

Discussion:

HGTV and Food Network are popular channels content necessary for legitimate cable operators.

Financial Impact:

The new contract includes a nominal fee that will be applied to subscribers in the digital family tier. The rate increases are listed below:

Network	2020	2021	2022	2023
Food	.75	.80	.80	.80
HGTV	.75	.80	.80	.80

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 3672, ON BEHALF OF THE
EMERGENCY MEDICAL TECHNICIANS**

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

WHEREAS, the Illinois Labor Relations Board (“ILRB”) has recognized the International Association of Fire Fighters, Local 3672 (“Union”), as the exclusive representative for the Bargaining Unit comprised of all full-time Emergency Medical Technicians (“EMTs”); and

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

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

WHEREAS, the City, by and through its designated bargaining team, has conducted negotiations with the Union regarding EMTs; and

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

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

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

Section 2. The Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby accepted and approved as the collective bargaining agreement between the City and the Union for the Bargaining Unit regarding EMTs, for the period from May 1, 2020, through April 30, 2023.

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

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HIGHLAND

AND

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 3672

May 1, 2020 to April 30, 2023

TABLE OF CONTENTS

Article 1	Preamble	1
Article 2	Recognition	1
Article 3	Management Rights	1
Article 4	Prevailing Rights.....	2
Article 5	Gender.....	2
Article 6	Waiver/Entire Agreement.....	2
Article 7	Savings Clause	2
Article 8	Residency Requirements.....	3
Article 9	Employment Conditions	3
Article 10	Probationary Periods.....	4
Article 11	Seniority	5
Article 12	Layoffs	5
Article 13	Assignment During Disability	6
Article 14	Discipline	7
Article 15	Grievance Procedure	7
Article 16	Shift Exchange	10
Article 17	Hours of Work and Overtime.....	10
Article 18	Previous Shift Supervisors Pay.....	12
Article 19	Holidays	12
Article 20	Vacation.....	13
Article 21	Sick Leave.....	14
Article 22	Pay Procedure	15
Article 23	Compensation at Resignation, Dismissal, Retirement or Layoff.....	16

Article 24	Jury Duty.....	16
Article 25	Bereavement Leave.....	17
Article 26	Leave of Absence without Pay.....	17
Article 27	Pension and Retirement Plan	17
Article 28	Insurance	18
Article 29	Military Leave.....	18
Article 30	Uniform Allowance.....	19
Article 31	Secondary Employment Restrictions.....	20
Article 32	No Strike	20
Article 33	Dues Deductions	21
Article 34	Injuries and Property Damage	21
Article 35	Bulletin Board Space	21
Article 36	Posting of Schedules.....	21
Article 37	Mileage Allowance	22
Article 38	Tuition Reimbursement.....	22
Article 39	Contracting Out.....	22
Article 40	Drug Testing Policy	22
Article 41	Duration	26
	Wages.....	Appendix A....28
	Shift Schedule	Appendix B....29
	Check Leveling.....	Appendix C....30

ARTICLE 1
PREAMBLE

This Agreement entered into by the City of Highland (hereinafter “Employer”) and the International Association of Fire Fighters, Local 3672 (hereinafter “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of the entire agreement regarding rates of pay, hours of work and other conditions of employment.

ARTICLE 2
RECOGNITION

(a) The City recognizes that, pursuant to the Illinois Public Labor Relations Act, the Union is the exclusive bargaining representative for all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining. The Unit shall include all full-time Emergency Medical Technicians employed by the City of Highland Fire Department, but exclude the Fire Chief, all part-time and temporary employees, all other employees of the City of Highland, and all Confidential and Managerial Employees and Supervisors, as defined by the Illinois Public Labor Relations Act.

(b) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit fairly.

ARTICLE 3
MANAGEMENT RIGHTS

(a) The City shall not be required to bargain over matters of inherent management policy, which shall include such areas of discretion or policy as the functions of the City, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees.

(b) Both parties recognize that, except as expressly stated herein, the City shall retain the full and unrestricted right to operate and direct the affairs of the City of Highland in all of its various aspects, including, but not limited to: the right to establish budgetary controls; the right to direct the working forces; the right to plan, direct and control all the operations and services of the City; the right to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; the right to assign and schedule working hours; the right to hire, promote, suspend, discipline and discharge or relieve employees; the right to make and enforce reasonable rules and regulations; the right to establish work and productivity standards; and the right to change or eliminate existing methods, equipment or facilities and all other management rights guaranteed by law.

(c) Any terms and conditions of employment not specifically established by this Agreement shall remain within the discretion of the City to modify, establish or eliminate.

ARTICLE 4
PREVAILING RIGHTS

Rights and privileges of employees, contained in policies currently in effect upon execution of this Agreement and which are not covered by the language of this Agreement, shall remain in effect if they impact employee wages, hours, terms or conditions of employment. Such rights and privileges may be changed only after the impact of such change has been bargained by the Union and the City upon a written demand for bargaining by the Union.

ARTICLE 5
GENDER

When the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 6
WAIVER/ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless covered under Article 4, or expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties further agree that they had not waived their rights to bargain collectively over policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact of those changes that are not specifically referred to or covered by this Agreement.

ARTICLE 7
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specified in the board, agency or court decision or subsequent legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 8
RESIDENCY REQUIREMENTS

All members of the bargaining unit covered by this Agreement, shall as a condition of continuing employment, establish and maintain a bona fide residence within eighteen (18) miles of the City limits of Highland within six (6) months after completing the probationary period. Final decision on mileage determination shall be approved by the city and shall be reviewed using distances measured in mapping software with the greatest zoom level possible. i.e., City GIS system.

ARTICLE 9
EMPLOYMENT CONDITIONS

(a) Fitness for Duty. If there is any question concerning an employee's mental or physical fitness for duty or fitness to return to duty following a layoff or a leave of absence, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical or mental health professional(s) selected by the City. If the City requires an employee to submit to an examination by a physician or other medical or mental health professional designated by the City, the City will pay the medical expenses to the extent that they are not covered by insurance (i.e., without any out of pocket expenses to the employee). The employee may also seek an opinion from his/her personal physician or mental health professional and assume the medical expenses for this opinion/examination to the extent that they are not covered by insurance.

In the event of any dispute between the employee's personal physician / mental health professional and the City's physician / mental health professional, the employee may request that the dispute be submitted to a third physician / mental health professional mutually selected by the employee's physician and the City's physician. The opinion of the third physician / mental health professional shall be determinative of the employee's actual illness or fitness to return to duty, and the cost of the third opinion will be split equally between the employee and the City. If the majority of the physicians / mental health professionals determine that an employee is not fit for duty based on the results of such examination(s), the City may place the employee on sick leave or if an employee has exhausted all of his sick leave, on unpaid medical leave. The results of medical examinations shall remain confidential.

(b) Safety. All employees are expected to perform work in an efficient, safe and capable manner particularly as it affects other employees, costs and quality of work. Employees will be held responsible for the condition of areas in which they work and shall cooperate in maintaining general cleanliness and orderliness of the work areas.

(c) Absences and Tardiness.

- (1) It is understood that unauthorized or unreported absences, excessive absenteeism, repeated or excessive tardiness, or the abuse of sick leave (improper or excessive use) constitutes cause for discipline, up to and including discharge.
- (2) An employee who cannot report for duty at the scheduled time shall report

the reason therefore to his immediate non-bargaining unit supervisor prior to the date of absence when possible, but in no event later than one (1) hour prior to the start of the shift, unless circumstances prevent the employee from doing so. Any unauthorized or unreported absence or repeated or excessive tardiness shall be considered as absent without leave and a deduction of pay shall be made. Any unreported leave of two (2) consecutive working days or more shall be grounds for discharge. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

(d) City Vehicles. Individuals, other than employees, shall not be permitted to ride in City vehicles unless with proper authorization.

(e) Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act.

(f) Distribution of Agreement. The City shall provide the Union with a copy for each employee covered under this Agreement.

ARTICLE 10 **PROBATIONARY** **PERIODS**

(a) Probationary Period. All new employees of the bargaining unit and those hired after loss of seniority shall serve a probationary period of six (6) months. During the probationary period, the employee may be disciplined, suspended, laid off, demoted or terminated at the sole discretion of the City. Neither the reason nor the action may be the subject of a grievance.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his most recent date of hire with the City in a position covered by this Agreement.

(b) Promotional Probationary Period. In the event an employee is transferred to a different position or classification paying the same wage rate or promoted to a position paying a higher wage rate, such employee shall be considered a probationary employee for the first six (6) months in the new position. During this probationary period, the City may return the employee to the employee's former position at the employee's former rate of pay if the position is vacant. If the employee's position is not vacant, the City may implement the lay-off provision of this Agreement.

(c) Time absent from duty or not served for any reason shall not count toward the satisfaction of any probationary period.

ARTICLE 11
SENIORITY

(a) Seniority shall, for the purpose of this Agreement, be defined as an employee's length of regular full-time continuous service with the City in a position covered by this Agreement beginning with his last date of hire. No seniority computation shall accrue when any employee is off the job due to any strike or work stoppage.

(b) Seniority does not apply and shall not establish any right to any particular types of work, assignment, equipment or location of work.

(c) Seniority and the employment relationship shall be terminated when an employee:

1. Resigns or quits; or
2. Is discharged; or
3. Is absent from work for two (2) consecutive working days without authorization, unless the absence and failure to report is due to circumstances beyond the employee's control; or
4. Is laid off and fails to report to work within three (3) working days after having been recalled; or
5. Does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence; or
6. Is laid off for a period in excess of two (2) years; or
7. Retires or is retired; or
8. Misrepresents the facts on his employment application, and such misrepresentation is material to his employment; or
9. He gives a false reason for obtaining a leave of absence or does not present proof of necessity within a reasonable period.

(d) If an employee is rehired to a position in the bargaining unit within one year, after a voluntary resignation, his seniority may be restored, at the sole discretion of the City Manager. This section shall not be subject to the grievance procedure.

(e) Each year the City shall post on a bulletin board in the Fire Department a seniority list showing the seniority date of each employee in the bargaining unit. A copy of the seniority list will also be furnished to the Union.

ARTICLE 12
LAYOFFS

(a) The City may lay off an employee whenever such action is made necessary by reason of shortage of work or funds, abolition of a position, or change in organization. Layoffs, when necessary, shall be governed according to the length of service of the employee within a job classification.

(b) Applicants for City employment in a job classification shall not be hired while there are laid off employees who have seniority in that job classification, with the most senior being

recalled first.

(c) In the event that an employee is laid off, he or she shall have the right to replace a less senior employee in another job classification within the bargaining unit if qualified for the job without additional training.

(d) Non-probationary employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall in the job classification from which the employee was laid off, an employee shall be recalled in the inverse order of the layoff providing he is fully qualified and able to perform the work for which he is recalled without further training. Employees who are eligible for recall shall be given three (3) days' notice of recall and notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union, provided that the employee must notify the Employer of his intention to return to work within twenty-four (24) hours after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

- Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City.
 1. An employee shall be paid for any earned but unused vacation days, comp time, and sick hours at the employee's option.
 2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
 3. If an employee is recalled, the amount of accumulated, non-compensated sick leave days that the employee had as of the effective date of the layoff shall be restored.
 4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

ARTICLE 13

ASSIGNMENT DURING DISABILITY

The Employer shall have the right to offer a less strenuous position, entitled "light duty," to an employee who is medically unable to perform his/her regular duties. A light duty assignment will be within the ability of the employee as provided by a physician without being hazardous to other employees. The light duty position may be discontinued by the Employer at any time. The employee will receive his/her regular rate of pay during light duty. An employee shall not be required to accept a light duty position offered under this Article, but if the employee so refuses a position within his/her ability as provided by a physician, he/she will not be eligible to receive workers' compensation. Other benefits, including accumulation of seniority, shall continue for those employees who accept light duty under this Article. Fitness for Duty shall be determined as per Article 9.

ARTICLE 14
DISCIPLINE

(a) Both parties agree that employees represented by the Union are expected to provide services to the City and its citizens in an economic and timely fashion and corrective discipline may be needed to ensure said provision of services. Disciplinary action may include but shall not be limited to: oral reprimand, written reprimand, suspension and discharge. The City shall not suspend or discharge any post-probationary employee without just cause. The City further agrees that disciplinary actions shall be in a timely fashion. The City agrees that an allegation of arbitrary or capricious application of the contract provisions contained herein, regarding suspension or discharge, shall be subject to the grievance procedure, provided, however, that oral reprimands can be grieved up to the final step of the grievance process and may not be arbitrated.

(b) The City agrees with the tenets of progressive discipline where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct.

(c) Any disciplinary action in an employee's file will be removed from the file after one (1) year, if there has been no recurrence of the type of conduct giving rise to the warning and the employee submits a request in writing to the Director of Human Resources requesting that the disciplinary action be removed from their personnel file.

(d) Any disciplinary action resulting in a corrective action involving time off may be removed from the file after three (3) years, if there has been no recurrence of the type of conduct leading to the time off and the employee submits a request in writing to the Director of Human Resources requesting that the disciplinary action be removed from their personnel file.

(e) Any disciplinary action, verbal or written, cannot be used against any employee after documentation of such has been removed from the employee's file.

ARTICLE 15
GRIEVANCE PROCEDURE

(a) Definition. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement during the terms of this Agreement against the City involving him as to the meaning, interpretation or application of the express provisions of this Agreement.

(b) Procedure. A grievance shall be processed in the following manner:

Step One Between the aggrieved employee(s) with the Union Steward or designee and the aggrieved supervisor. The grievance will be presented to the Grievance Committee, comprised of Union members as established by the Union, within seven (7) regular business working days from the date of occurrence of the event that gives rise to the grievance, or within seven (7) regular business working days of the date on which the employee knew, or should have known, of the matter giving rise to the grievance. This

Committee can: (a) recommend the grievance to move forward through the established process, (b) conduct a hearing to obtain the positions of all parties named in the grievance, (c) recommend that the grievance not proceed any further.

Step Two A committee recommended grievance will be presented within three (3) regular business working days from the date of committee approval. The grievance shall be submitted to the Employer (Chief or his designee) in writing and the Employer's response shall be in writing within seven (7) regular business working days after receipt.

Step Three In the event the grievance is not satisfactorily settled in *Step 2*, the Union may request a meeting between the Public Safety Director and the Union to discuss the grievance. Such request must be made within seven (7) regular business working days of the Employer's answer to *Step 2*, and the meeting will be held within the seven (7) regular business working days of the request unless a later date is mutually agreed upon.

Step Four. In the event the grievance is not satisfactorily settled in *Step 3*, the Union may request a meeting between designated representatives (Director of Human Resources and/or City Manager) of the Employer and the Union to discuss the grievance. Such request must be made within seven (7) regular business working days of the Employer's answer to *Step 3*, and the meeting will be held within the seven (7) regular business working days of the request unless a later date is mutually agreed upon.

(c) Arbitration. If the Union is not satisfied with the City's decision at *Step 4*, the Union may, by written notice to the City, refer the grievance to arbitration within ten (10) calendar days after the decision is provided by the City at *Step 4*.

(1) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the Union's written notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike a name. The process shall be repeated and the person remaining shall be the arbitrator.

(2) The arbitrator shall be notified of his selection and shall be requested

to set a time and place for the hearing, subject to the availability of Union and City representatives.

- (3) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and Union retain the right to employ legal counsel.
- (4) The arbitrator shall submit his decision in writing within a reasonable period following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (5) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(d) Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at *Step Two*. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules or regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under the law and applicable court decisions. Any decision or award of the arbitrator shall be final and binding on the parties, City, Union and the affected employee(s).

(e) Time Limits. No grievance shall be entertained or processed unless it is submitted within seven (7) calendar days after the first occurrence of the matter giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at the step and the grievant may immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

(f) Arbitration Fees/Expenses. The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the arbitrator. The arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

ARTICLE 16
SHIFT EXCHANGE

Employees shall have the right, subject to notification and approval of the Department EMS Coordinator / or designee, to exchange hours of equal length with another union employee, when the change does not create a continuous shift longer than 48 hours, interfere with the operation of the Emergency Medical Services Division, occurs within the same pay period, and does not create or occurs without expense of overtime. An employee involved in a switch is expected to work that shift and is not allowed to use benefit time during the switch. An employee mandated at the request of the Department EMS Coordinator to work longer than 48 hours shall be paid overtime at double the regular hourly rate. This excludes shifts running over 48 hours due to the continued performance of job duties as related to ambulance calls / runs.

ARTICLE 17
HOURS OF WORK AND OVERTIME

(a) Application of this Article: This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

(b) Normal Workweek and Workday: Except as provided elsewhere in this Agreement, the normal workday for full-time employees shall be a 24 hour shift and the normal workweek for full-time employees shall be 24 / 72 shift rotating thru a 28 day period. The schedule shall be attached to this agreement as appendix B. The maximum number of hours to be worked continuously is 48 hours.

(c) Rest Time: Employees required to be on duty more than sixteen (16) continuous hours shall be allowed eight (8) hours rest time but must respond to all calls of emergency as well as maintain the equipment in ready status.

(d) Overtime Pay: It is recognized that in addition to the normal workday and workweek, an employee may be required to work such additional time as is necessary in the judgment of the City. An employee shall be compensated at one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in a payroll week. Hours worked shall not include any uncompensated periods nor shall it include any paid leaves of absence except as provided below. It is agreed that hours worked shall include holidays, compensatory, vacation and sick leave time. Before an employee becomes eligible to work any overtime under this Agreement, the additional hours worked must be agreed by the Director or his designee. Overtime shall be calculated to the nearest fifteen (15) minutes.

(e) Overtime Assignment: The City reserves the right to require and assign overtime. The City reserves the right to seek volunteers for overtime or to select specific employees for overtime assignments. The City shall attempt to distribute scheduled overtime opportunities to those desiring to work overtime. The Union understands that overtime must be filled and that it will either be filled on a voluntary or mandatory basis. The Union also realizes that some bargaining unit members do not desire to work any voluntary overtime.

VOLUNTARY OVERTIME

1. Individuals wanting to work overtime (OT) will submit to administration, their availability for the following month on or before the 23rd day of each month.
2. On the 23rd of the month, the current seniority list will be altered. Those who submitted availability to work voluntary overtime will remain on the list and in the order of seniority. Those who did not submit availability will be removed from the list for that following calendar month.
3. Any 24-hour opening of OT will be split into two (2) 12 hour shifts.
4. Shifts will be filled with a person who is available for that day and who is highest on the seniority list. Once the person has been placed on a shift, they will be moved to the bottom of the list and the process of filling the OT openings will continue in this manner until the schedule is completed for the upcoming month.

MANDATORY OVERTIME

1. The list for MANDATORY (assigned) OT will initially be the existing seniority list in the reverse order, starting with the least senior member.
2. When there are no offers to work OT on a voluntary basis, personnel will then be required (mandated) to work the vacant time slot(s).
3. The mandatory list will be used for this purpose, starting at the top of the list and working their way down the list in order, until sufficient staffing has been achieved.
4. Once a person is mandated to work, regardless of the length of time worked, their name is then moved to the bottom of the mandatory call-in list, thus creating a new order to the list.
5. The order of the mandatory list is thereafter predicated on whoever was mandated last then moves to the bottom of the list. All remaining on this list will rotate upwards on the list.

(f) Call-In Pay. A full-time employee who is called to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked pursuant to Article 12, Section (d) with a minimum of two (2) hours compensation or his actual time worked, whichever is greater.

(g) No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. (For example, an employee will not be paid both time and one-half (1-1/2) pursuant to Article 12, Section (d) and holiday pay pursuant to Article 20, Section (b) for the same hours actually worked on a holiday. Provide, however, this provision shall not be construed to prohibit an employee being paid his regular pay for the holiday pursuant to Article 20, Section (b) and holiday pay for all hours actually worked on the same holiday pursuant to that same section.)

(h) Coverage during the use of benefit time. Benefit time shall be taken only after it is earned. Employees shall request desired benefit time in writing to their immediate supervisor no

less than two (2) weeks in advance, at which time the City shall be responsible for finding a replacement employee. If benefit time is requested with less than two (2) weeks' notice, the employee wishing to take benefit time will be responsible for finding a replacement employee. No benefit time will be denied to the employee if the employee timely provides a replacement employee for approval by management consistent with the administrative policy for the mandating of employees to fill absences.

(i) Scheduling of Overtime When Staffing Vacancies. When a position is vacated by a union member, it is agreed the City of Highland has the right to fill available shifts at its discretion. However, if a position is vacated by a union member is not filled within 30 days from the last day worked, the union members will have the first opportunity to be scheduled for the vacated shifts.

(j) Christmas Holidays. Whenever possible, every attempt will be made to avoid requiring an employee from being required to work both Christmas Eve and Christmas Day, unless that employee volunteers to work said holiday, and unless a state of emergency has been declared. Parties understand and agree that deviation from the current "mandate policy" may become necessary to comply with this effort.

ARTICLE 18 **PREVIOUS SHIFT SUPERVISORS PAY**

The position of shift supervisor does not currently exist in the department. If the City should add the position in the future, the parties agree to bargain the benefits related to the position.

ARTICLE 19 **HOLIDAYS**

(a) All employees governed by this Agreement will be granted and entitled to the following holidays:

New Year's Day	President's Day	Memorial Day
Independence Day	Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day	Christmas Eve
Martin Luther King Day	½ Day New Year's Eve	

(b) An employee will be granted holiday pay equal to 6 hours at the regular straight-time hourly rate of pay for New Year's Eve. If such a holiday falls on a workday, an employee shall also receive his regular straight-time hourly rate of pay for 1/2 his regular shift hours actually worked and pay equal to one and one-half (1-1/2) of his regular straight-time hourly rate of pay for the remaining half of the regular scheduled shift. An employee mandated to work an open schedule position on the eve's and who actually works on the eve shall be paid, in addition to his holiday pay, double time (2) of his regular straight-time hourly rate of pay for ½ all hours actually worked on the holiday.

(c) For each of the holidays listed, except as noted in Section (b) of this Article, a full-time employee shall receive pay equal to 12 hours at the regular straight-time hourly rate of pay. An employee scheduled to work on the holiday and who actually works on the holiday shall be

paid, in addition to 12 hours holiday pay, pay equal to one and one-half (1-1/2) of his regular straight-time hourly rate of pay for all hours actually worked on the holiday. An employee called to voluntarily work an open schedule position on the holiday and who actually works on the holiday shall be paid, in addition to his holiday pay, one and one-half (1-1/2) of his regular straight-time hourly rate of pay for all hours actually work on the holiday. An employee mandated to work an open schedule position on the holiday and who actually works on the holiday shall be paid, in addition to his holiday pay, double time (2) of his regular straight-time hourly rate of pay for all hours actually worked on the holiday.

(d) In order to be eligible for holiday pay, an employee must work his full scheduled work day before and after the holiday (unless on pre-approved paid benefit time, including sick leave with verification after the second occurrence in the calendar year).

(e) Personal Time: Employees will receive personal time equal to 48 hours (2-24 hour days) on May 1 of each year. (Please note that part of this personal time replaces the previous birthday holiday.) This time must be used prior to the following May 1 with no carryover allowed. Personal time will not be paid out when an employee leaves employment with the City.

ARTICLE 20 **VACATION**

(a) All full-time employees, as defined in this Agreement, who have completed one (1) year of continuous service from the anniversary date with the City, shall be entitled to vacation with pay as follows and based on an average work week of 42 hours over a 28 day period:

Regular full-time employees are eligible to accrue vacation annually on the following basis:

1. Upon completion of the first (1) year of continuous service from the anniversary date, employees shall be granted one (1) week per year.
2. Upon completion of the second (2) year of continuous service from the anniversary date and through the sixth (6) year of continuous service from the anniversary date, employees shall be granted two (2) weeks per year.
3. Upon the completion of the sixth (6) year of continuous service from the anniversary date, and through the eleventh (11) year of continuous service from the anniversary date, employees shall be granted three (3) weeks per year.
4. Upon completion of the eleventh (11) year of continuous service from the anniversary, and through the twentieth (20) year of continuous service from the anniversary date, employees shall be granted four (4) weeks per year.
5. Upon completion of the twentieth (20) year of continuous service from the anniversary date, employees shall be granted five (5) weeks per year.

(b) No vacation time may be carried over from one year to the next unless approved by the City Manager. Requests must be made in writing prior to the expiration of the vacation time.

(c) Vacation shall be taken only after it is earned. Vacation requests made by May 1, of each year will be awarded by seniority. Vacation requests after May 1, will be awarded to the first employee who gives written notice of request. Vacations will be allowed with two weeks' notice, so long as usage of vacation time does not conflict with minimum staffing requirements.

(d) Within each job classification, vacations shall be scheduled insofar as practicable at times desired by each employee within the determination of preference made on the basis of seniority in classification. However, it is expressly understood that the final right to designate vacation periods and the number of employees in any job classification and/or department who may be on vacation, is reserved to the City because of the nature of the work and the requirement that the orderly performance and continuation of services be maintained.

(e) Vacation requests may be rescheduled by the City when, in the City's sole discretion, an emergency exists or when the vacation would result in insufficient manpower to accomplish the City's needs.

(f) In the event an employee is entitled to vacation time and resigns or retires from his employment, the City shall pay the employee for the amount of accrued vacation time to which he is entitled.

ARTICLE 21 **SICK LEAVE**

Subject to other provisions of this Article, in order for an eligible employee to receive compensation for accrued sick leave, the employee shall:

- 1) be unable to perform work duties due to illness or disability, or
- 2) require medical, dental, ocular or chiropractic care, or
- 3) have a contagious disease which may, in the course of the employee's work duties, endanger the health of others, or
- 4) take or receive not more than three (3) days per calendar year in the event of a serious illness in the employee's immediate family as hereafter defined, provided such illness is of such a nature so as to require the attendance of a physician and, in addition, it must also appear to the satisfaction of the City that the illness in the immediate family reasonably requires the presence of the employee for the welfare of the ill relative. Immediate family is defined to mean spouse or natural or adopted children, parents both natural and step. Employees shall notify the on-duty supervisor one (1) hour prior to the time set for beginning the employee's daily duties. Sick leave notification must be made to the on-duty supervisor personally for each workday that sick leave is being requested. Sick leave may be used only in (1/4) hour increments.

Full time employees hired prior to May 1, 2012 shall upon voluntary separation for reasons other than misconduct or unsatisfactory performance, be paid for accumulated and unused sick leave

up to a maximum of two hundred forty (240) hours. Full time employees hired on or after June 1, 2012 shall upon voluntary separation for reasons other than misconduct or unsatisfactory performance be paid for accumulated and unused sick leave as follows:

- Separation of an employee with less than five (5) years of full time service shall receive no compensation for accumulated and unused sick leave.
- Separation of an employee with five (5) or more years of full time service but less than ten (10) years of full time service shall receive compensation for fifty percent (50%) of their accumulated and unused sick leave with a maximum limit of one hundred twenty (120) hours.
- Separation of an employee with ten (10) or more years of full time service but less than fifteen (15) years of full time service shall receive compensation for seventy-five percent (75%) of their accumulated and unused sick leave with a maximum limit of one hundred eighty (180) hours.
- Separation of an employee with fifteen (15) or more years of full time service shall receive compensation for one hundred percent (100%) of their accumulated and unused sick leave with a maximum limit of two hundred forty (240) hours.

An employee who is sick and eligible to receive sick leave payment may take two (2) days off without a certificate from a medical professional. An employee who is off in excess of two (2) days shall furnish a certificate from the attending medical professional certifying the nature of the illness and that the employee is fit to return to work before payment of sick leave is made by the City, however, consecutive sick leave days will not be counted as additional occurrences.

Absences for medical, optical or dental appointments shall not be considered occurrences if notice is given by the employee at least one (1) day in advance of the planned absence, although employees shall make a reasonable effort to notify the supervisor of appointments for medical, dental or optical examinations at least two (2) weeks in advance of appointment whenever possible. In addition, if an employee becomes ill and leaves work due to an illness, the absence will not be counted as an occurrence.

The City may require an employee to furnish a certificate from a medical professional when a pattern of sick leave usage has developed or sick leave abuse is suspected. The City may also require, at its discretion, and at its expense that an employee have a physical examination with a professional selected by the City. The employee shall provide the City with accurate information concerning the reason for sick leave usage and cooperate fully with the City in connection with any inquiries or medical examination required by the City. No employee shall claim sick leave when physically able to work or engage in other employment or activities during sick leave. Abuse of sick leave and/or failure to provide a certificate from a medical professional shall be subject to discipline, up to and including discharge.

ARTICLE 22

PAY PROCEDURE

(a) It shall be the responsibility of each employee to see that his compensable hours are accurately entered into the City time and attendance process, for each day or event for which you are being paid by the City. An employee is required to enter his own time into the City time and attendance process in order to be eligible for compensation. If an employee inadvertently fails

to enter the correct time in or out, the employee shall notify his supervisor or Director at the earliest possible time. Upon becoming aware of an error during clock in or out, the supervisor or Director shall log the proper time for the employee's on the City time and attendance process. Employees are prohibited from beginning work or clocking in prior to the beginning of the regularly scheduled workday unless approved in advance by the supervisor.

(b) Falsifying or attempting to falsify any time log, or clocking in another employees hours, for the purpose of effecting compensation shall be grounds for disciplinary action up to and including termination.

(c) All employees governed by this Agreement will be paid every two (2) weeks as established by the City. If such payday is a holiday, payday shall be the preceding workday.

(d) Employees shall be paid in accordance with the salaries set forth in Appendix A.

(e) Payroll shall be calculated per the "Check Leveling" method as shown in Appendix C as attached. When duty shifts fall on a Holiday where additional compensation is earned per Article 19 HOLIDAYS, of this contract, the additional compensation will be factored into the appropriate pay period calculations.

ARTICLE 23
COMPENSATION AT RESIGNATION, DISMISSAL,
RETIREMENT OR LAYOFF

Any Employee retiring or resigning from City employment shall file a written resignation with his department supervisor at least two (2) weeks prior to the effective date of his retirement or resignation, in order to receive payment for accumulated unused benefit time, as provided in other Articles in this Agreement.

ARTICLE 24
JURY DUTY

(a) A full-time employee shall be granted a leave of absence with pay for jury duty or attendance in court or before a legislative or administrative body in connection with his official duties.

(b) In the case of jury duty, an employee who loses time from work during his regularly scheduled hours of work shall be paid his regular straight-time rate of pay for such time lost upon receipt of the entire sum paid for jury service (minus travel compensation).

(c) The employee must provide the City a memorandum from the Clerk of the Court verifying the employee's performance of jury duty.

(d) The employee must report back to his assigned job for the City during normal working hours, if not on active duty as a juror or witness, unless excused by his supervisor or Director.

ARTICLE 25
BEREAVEMENT LEAVE

Employees will be granted up to 24 hours of paid Bereavement Leave for the death in an employee's immediate family, consisting of wife, husband, children, grandchildren, grandparents and the following relatives of the employee or spouse: father, mother, brother, sister. If an unusual relationship is not covered, an employee will seek approval on a case by case basis. To receive pay, the employee must attend the funeral of such person. Documentation may be required.

(a) In order to receive the bereavement leave with pay, the employee must notify the departmental supervisor at the earliest possible opportunity. If additional time is required by the employee, it must be approved by the City Manager and additional time may be taken and charged to sick leave.

(b) Pallbearers – When an employee serves as a pallbearer, they shall be permitted to be absent from work without loss of pay for the time required to perform their duties as a pallbearer, not to exceed one day. Notice of the employee's absence to serve as a pallbearer must be given to their supervisor at least one full day in advance of the absence from work. Documentation may be required.

ARTICLE 26
LEAVE OF ABSENCE WITHOUT PAY

(a) The City, at its sole option, may grant employees, as defined in this Agreement, a leave of absence without pay for a period not exceeding ninety (90) days. Extension may be granted on a case-by-case basis, for an additional ninety (90) day period at the City's sole option. No vacation or sick leave benefits will accrue during a leave of absence without pay, nor shall any paid sick leave accrued prior to leave commencement be granted to persons on unpaid leave.

(b) An employee, while on approved leave of absence without pay, shall be entitled to accrual of seniority for the period of such leave.

(c) The City shall grant unpaid leaves of absence that are in accord with what is legally permissible under the Family and Medical Leave Act of 1993.

ARTICLE 27
PENSION AND RETIREMENT PLAN

(a) All full-time employees shall be entitled to retirement benefits provided by the Illinois Municipal Retirement Fund (40 ILCS 5/7-101 *et. seq.*).

(b) Any employee retiring or resigning from City employment shall file a written resignation with his or her department supervisor at least two (2) weeks prior to the effective date of termination in order to receive payment for accumulated unused benefit time, as provided in other Articles of this Agreement.

ARTICLE 28
INSURANCE

(a) The Union and employees shall agree to abide by the terms and conditions of the City ordinances for the provision of health and life insurance for the City employees.

(b) The City shall pay the premium cost toward medical, hospital and major medical insurance for all full-time employees of the City as it may now or hereafter be contracted for by the City.

(c) Effective May 1, 2021, the City shall pay forty percent (40%) of the premium for a family plan of hospital, medical and major medical insurance for dependents as now or hereafter contracted for by the City.

(d) Effective May 1, 2022, the City shall pay fifty percent (50%) of the premium for a family plan of hospital, medical and major medical insurance for dependents as now or hereafter contracted for by the City.

(e) If the Personnel Code of the Highland Municipal Code (Div. 5, Sec. 2-156 *et seq.*) is amended by a vote of the City Council of the City of Highland to provide any change in employment benefits of any kind to the City's non-union employees as a whole, the City will grant the same change to the employees represented by IAFF Local 3672. This applies only to amendments of the Highland Municipal Personnel Code, and not to collective bargaining agreements negotiated by the City and other bargaining units.

(f) The City shall pay the premium for a \$20,000.00 life insurance policy with the employee having the exclusive right to have the beneficiary of his choice.

(g) Cost Containment. The City reserves the right to maintain or institute cost cutting measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second options for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

(h) Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 29
MILITARY LEAVE

Military leave will be permitted in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA 38 U.S.C. 4301- 4335) and the Illinois Military Leave of Absence Act (5 ILCS 3251).

ARTICLE 30
UNIFORM ALLOWANCE

(a) All uniforms provided by the City for employees in the performance of their duties shall be furnished without cost to the employees by the Employer and maintained in good, safe condition. Uniforms issued by the City shall be replaced by the City for normal wear and tear and must be returned to the City when an employee leaves employment.

(b) When the uniform, including civilian clothing, is damaged or stolen while performing Fire Department duties, the Employer shall reimburse the employee for the full amount of the loss suffered.

(c) Employees who are off duty, not on call or not performing City related services shall not wear the uniforms provided by the City, except when traveling to and from work. All employees are required to report to work being clean and neat in appearance. If responding to a call on thirds, employees will not be required to wear a duty uniform.

(d) New hires shall be furnished with four (4) winter shirts, four (4) summer shirts, four (4) pairs of trousers, a name plate, a badge, collar pins, four (4) t-shirts, a coat, a cap, duty belt and black duty boots.

(e) No patches, buttons, badges or any other insignia may be worn on an employee's uniform unless distributed or approved by the Employer.

- (f) Upon termination of employment, all uniforms must be returned to the Employer.
- The City shall provide on-site a laundry facility to Employees for the sole purpose of cleaning of EMS duty uniforms. Additionally, clothing lockers shall be provided for the storage of uniforms on site. It shall be the responsibility of the employee to launder his/her uniforms on a regular basis on his/her duty shift. No overtime shall be paid in the laundering of uniforms.
 - Employees shall be provided black duty boots/shoes based on the following criteria:

Non-safety toe boots/shoes – The City shall pay one hundred percent (100%) of total cost to a maximum of \$80.00. Replacement to be approved based upon condition as determined by management, but shall not exceed annual replacement.

Safety toe boots – Must meet ANSI certified rating for safety toe. The City shall pay one hundred percent (100%) annually for the purchase of steel-toed safety shoes up to \$150.00 when required for employment. If an employee requests to purchase the above items earlier than the outlined time frames due to damage or safety purposes, it will be at the Dept. Directors discretion as to whether or not the City will pay for the purchase.

ARTICLE 31
SECONDARY EMPLOYMENT RESTRICTIONS

- (a) Employees are permitted to engage in outside employment subject to the following restrictions:
1. Any outside employment is secondary to City employment and shall not interfere with proper performance of City employment. In the event an employee accepts employment by an employer or employers, other than the City that appears to affect the performance, quality and timeliness of his or her duties, he or she shall be required to resign from the secondary employment or subsequently be subject to disciplinary action by the City.
 2. No employee shall accept employment with other individuals or organizations or self-employment without written notification to the City Manager and approved annually (May 1), said approval shall not be unreasonably denied, nor shall any employee accept employment which requires the use of City equipment, facilities or materials.
 3. Employees are prohibited from working for any contractor or company that has a contract with the City during the period of the contract.
 4. No leave of absence shall be granted to enable any employee to try or accept employment elsewhere or for self-employment.
- (b) Any doubt as to a possible conflict of interest in regard to the restrictions stated in subsection (a) of this Article shall be discussed with the City Manager.

ARTICLE 32
NO STRIKE

(a) No Strike. During the term of this Agreement, neither the Union nor any officers, agents or any employee, covered by this Agreement, for any reason, will authorize, instigate, promote, institute, aid, condone or engage in a slowdown, sit-down, work stoppage, refusal to perform overtime, mass absenteeism, strike, sympathy strike picketing or any other interference or disruption of the work, operations, functions or obligations of the City.

(b) Responsibility of Union. Should any activity proscribed in Section (a) of this Article occur, which the Union has or has not sanctioned, the Union shall immediately notify the employees, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately, and take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the City to accomplish this end.

(c) Violation. The City may discharge or discipline any employee who violates this Article, and any employee who fails to carry out his responsibility under this Article, and the Union agrees that the City has the right to deal with any such strike activity by imposing

discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, as the City may choose; and further, that the only issue that may be raised in any proceeding is whether or not the employee actually engaged in any such prohibited conduct.

(d) No Lockout. During the term of this Agreement, the City shall not lockout any employee as a result of a labor dispute with the Union.

(e) Judicial Relief. Nothing herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 33 **DUES DEDUCTIONS**

The Employer shall honor any payroll deduction requests made by the Employee, including but not limited to, union dues, savings accounts, child support obligations, voluntary insurance premiums, and tuition accounts for dependents.

ARTICLE 34 **INJURIES AND PROPERTY DAMAGE**

- (a) Injuries. Every employee who is injured while working shall report such injury to his supervisor immediately upon the occurrence of such injury. If the employee is injured to such an extent that medical attention is required, he shall immediately seek the same, and as soon as practicable notify his immediate supervisor.
- Property Damage. Every employee who is involved in an occurrence in which property of the City is damaged or in which other property is damaged shall report such occurrence as soon as practicable to his supervisor.
 - Failure to report an accident, injury, property and/or equipment damage or reporting of unsafe conditions may result in disciplinary action. Failure to follow any City safety rules, policies, procedures, practices, etc... may result in disciplinary action, specifically if there is an accident, incident, or damages and the employee is deemed at fault.

ARTICLE 35 **BULLETIN BOARD SPACE**

The Employer shall provide three (3) foot by three (3) foot of space on a bulletin board for the use of the Union in the firehouse at a convenient location accessible to employees.

ARTICLE 36 **POSTING OF SCHEDULES**

The Employer shall set up a full-time employee shift schedule for a twenty-eight (28) day period, posted in convenient locations accessible to employees and copies forwarded to each

employee on a timely basis which will cover the normal manning requirement on each shift.

ARTICLE 37
MILEAGE ALLOWANCE

Employees required to use their private automobiles for Emergency Medical Services business when the City's service car is not available, shall seek prior approval to be compensated at the current approved Federal mileage rate.

ARTICLE 38
TUITION REIMBURSEMENT

Training courses, seminars, conferences, and other such professional development activities attended by an employee in an on-duty pay status must be approved on an individual basis by the City Manager, and reimbursement for fees and travel must be approved by the City Manager based upon the nature of the training involved. The Employer will reimburse all employees for any cost incurred for books, fees and tuition of courses required to obtain or maintain E.M.S. licensure. All necessary time, as determined by the City, spent to obtain or maintain E.M.S. licensure shall be considered hours of work, except that the City shall not be required to reimburse any individual for more than 32 Continuing Education Hours in a fiscal year. Books and materials paid for by the City under this Article shall remain the property of the City and those less than two (2) years old shall be returned to the City by the employee upon termination of employment. State mandated periodic re-licensure fees not to exceed \$40.00 will be reimbursed to the employee following each successful re-licensure period as established by the Illinois Department of Public Health. Employee will provide evidence of successful renewal of license in order to obtain reimbursement.

ARTICLE 39
CONTRACTING OUT

The Employer shall not contract out any bargaining work unless mutual agreement is reached with the Union or an emergency occurs.

ARTICLE 40
DRUG TESTING POLICY

Section 1 Statement of Policy:

It is the policy of the City of Highland that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate the law.

Section 2 Prohibitions:

Members of the bargaining unit covered by this Agreement shall be prohibited from:

- Consumption or possession alcohol at any time during the workday or anywhere on any City premises or job site, including all City building, properties and vehicles while engaged in City business, except as required in the line of duty;

- Illegally possessing, selling, purchasing, or delivering and illegal drug at any time, except as required in the of duty;
- Being under the influence of alcohol while on duty;
- Being under the influence of drugs at any time except as prescribed by a physician;
- Failing to report to their supervisor any known adverse side effect of medicine or prescription drugs, which they are taking.

Section 3 Testing:

The City has the right to engage in drug and alcohol testing for the following:

- Reasonable suspicion, pursuant to Section 4 of this Article.
- Aftercare, pursuant to Section 7(d) of this Article.
- Testing pursuant to section 9 of this Article.

Testing a member by any one of the above-mentioned methods shall not prevent the testing of the same member through any of the other above-mentioned methods.

Section 4 Reasonable Suspicion Testing:

Where the City has reasonable suspicion and just cause that a member of the bargaining unit is under the influence of alcohol during the course of the work day, or under the influence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, at any time, the City shall have the right to require the member to submit to an alcohol and/or drug test.

For reasonable suspicion, when a member is ordered to submit to testing authorized by this agreement, the City shall provide the member with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the member to discipline, but the member's taking of the test shall not be construed as a waiver of any objection or of rights that he may have. Delays in submission to the testing on the part of the member may constitute refusal to submit to testing.

Section 5 No Periodic Testing

There shall not be periodic testing by the City, either random or unit wide.

Section 6 Test to be conducted

In conducting testing authorized by this Agreement, the City shall

- Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA).
- Insure that the laboratory or facility selected conforms to all NIDA standards.
- Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No bargaining unit member covered by this Agreement shall be permitted at any time to become

a part of such chain of custody.

- Collect a sufficient sample of the same body fluid or material from a member to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the member.
- Collect samples in such a manner as to preserve the individual member's right to privacy, insuring a high degree of security for the sample and its freedom from adulteration. Members shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting sample or where there is reasonable belief that the member has attempted to compromise the accuracy of the testing procedure.
- Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites.
- Provide the member tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the member's own choosing, at the member's own expense, provided the member notifies the City in writing within seventy-two (72) hours of receiving the results of the tests and further provided that the clinical laboratory or hospital facility is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA). The member shall be responsible for the forwarding the test results to the City within 72 hours after receiving the test results. Should the member's sample prove to be negative the City shall cover the cost.
- Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.
- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of 0.08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall not preclude the City from attempting to show that test results between 0.00+ and 0.08 demonstrate that the member was under the influence, but the City shall bear the burden of proof in such cases. All testing shall be conducted at a clinical laboratory or hospital facility pursuant to Section 6 of this Article.
- Provide each member tested with one copy of all information and reports received by the City in connection with the testing and the results.
- Insure that no member is the subject of any adverse employment action except emergency temporary reassignment with pay during the time necessary for confirmatory results under Section 6 (f) of this Article to be made. Any such emergency reassignment shall be immediately discontinued in the event of a

negative test result.

Section 7 Voluntary Requests for Assistance

The City shall take no adverse employment actions against a non-probationary member of the bargaining unit who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require the member to be placed off of work without pay if he is then unfit for duty in his current assignment. The member may take any accumulated sick leave, compensatory time, or vacation during this time off. The City shall make available through its employee assistance program, a means by which the member may obtain referrals and treatment. All such requests shall be confidential and any information received by the City through whatever means shall not be used in any manner adverse to the member's interest.

Voluntary requests for assistance do not apply to probationary employees.

Voluntary requests for assistance will not have any adverse employment action being taken against the member.

Voluntary requests can be made on only one occasion by any individual member.

Voluntary requests for assistance shall not be used merely as an attempt to avoid discipline for violations of prohibitions under Section 2 of this Article.

The foregoing is conditioned upon:

- The member agreeing to appropriate treatment as determined by any and all physicians involved.
- The member permanently discontinuing his use of illegal drugs, unauthorized drugs, abuse of legal drugs or the abuse of alcohol.
- The member completes the course of treatment prescribed, including an "after care" group for a period of up to 24 months from the date the member officially completed the employee assistance program.
- The member agrees to submit to random testing during the hours of work during the period of "after care."
- Members who do not agree to the foregoing, who test positive a second or subsequent time for the presence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, or alcohol shall be subject to discipline, up to and including discharge.

Section 8 Discipline/Discharge

All discipline shall be done in accordance with Article 10 of this Agreement. All potential defenses the member has as to legitimacy or appropriateness of testing procedure, reasonable suspicion, accuracy of the tests, and any other claims and/or defenses of the member may be offered to the City Manager.

Nothing in this Article shall be construed to prevent a member from asserting, or the City Manager from considering, treatment in lieu of discipline and any disciplinary proceeding

conducted by the City Manager. Nothing in this Article shall be construed as preventing or limiting the City Manager in issuance of discipline, including discharge, instead of treatment in lieu of discipline.

Section 9 Applicability to Bargaining Unit

This Article shall apply to any bargaining unit member, and shall not limit the right of the City to conduct any tests or to provide for any rules or regulations, restrictions or prohibitions as it may deem appropriate for persons seeking employment as Emergency Medical Technicians with the City of Highland.

Section 10 Confidentiality

Employees and the City agree to keep the names of the employees undergoing this procedure confidential. The City agrees not to contact law enforcement authorities as a result of a positive test.

Section 11 Right to Contest

All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion and just cause for ordering an employee to undertake a test, whether a priority chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in Article 11.

An employee, with or without the Union shall have the right to file a grievance concerning testing permitted by this order, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired, any legal rights that employees may have with regard to such testing.

Section 12 Indemnification

The City agree to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the City's activities in carrying out the drug/alcohol testing program. This is true only if the employee is found to be in the right.

ARTICLE 41
DURATION

This Agreement shall be effective upon signing and shall remain in full force and effect until 23:59 on April 30, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this

Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph. No provision of this Article shall be deemed as a waiver of rights under Section 14(l) of the Illinois State Labor Relations Act (5 ILCS 315/14(l)).

Executed this _____ day of _____, 20__

CITY OF HIGHLAND

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 3672

By: _____
Mayor, City of Highland

By:  _____
President, I.A.F.F. Local #3672

By: _____
City Manager

Date: _____

Date: 4-27-2021

WAGES

WAGES


Effective 5-1-2020	EMT-B (\$1.00)	EMT-P (2.25%)
Probationary	\$13.58	\$21.69
Post Probation thru 3 years	\$15.09	\$23.15
Start 4th year thru 7th year	\$15.66	\$24.09
Start 8th year thru 12th year	\$16.34	\$25.21
Start 13th thru 16th year	\$16.86	\$26.08
Start 17th thru 25th year	\$17.63	\$27.35
After 25th year	\$17.96	\$27.89


Effective 5-1-2021	EMT-B (\$0.75)	EMT-P (1.5%)
Probationary	\$14.33	\$22.01
Post Probation thru 3 years	\$15.84	\$23.50
Start 4th year thru 7th year	\$16.41	\$24.45
Start 8th year thru 12th year	\$17.09	\$25.59
Start 13th thru 16th year	\$17.61	\$26.48
Start 17th thru 25th year	\$18.38	\$27.76
After 25th year	\$18.71	\$28.31


Effective 5-1-2023	EMT-B (\$0.75)	EMT-P (1.5%)
Probationary	\$15.08	\$22.34
Post Probation thru 3 years	\$16.59	\$23.85
Start 4th year thru 7th year	\$17.16	\$24.82
Start 8th year thru 12th year	\$17.84	\$25.98
Start 13th thru 16th year	\$18.36	\$26.87
Start 17th thru 25th year	\$19.13	\$28.18
After 25th year	\$19.46	\$28.74


[**AUGUST 2009**]

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

A 

B 

C 

D 

HIGHLAND EMS

PO Box 218
 1122 Broadway
 Highland IL 62249
 Phone: 618-654-5901
 Fax: 618-654-6829
 Email: gerosby@highlandil.gov



Check Leveling (Example Only)

CURRENT						
		Reg + OT = total hours	Hourly Rate			
Pay Period 1	Week 1	52	\$22.34	\$1,161.68		
Pay Period 1	Week 2	52	\$22.34	\$1,161.68	\$2,323.36	
Pay Period 2	Week 3	52	\$22.34	\$1,161.68		
Pay Period 2	Week 4	24	\$22.34	\$536.16	\$1,697.84	
28 Day Cycle		180			\$4,021.20	
13 Cycles		2340			\$52,275.60	
52 Hours above = 40 regular plus 8 hours at 1.5 time (O.T)						

PROPOSED - CHECK LEVELING						
		Average of hours				
Pay Period 1	Week 1	45	\$22.34	\$1,005.30		
Pay Period 2	Week 2	45	\$22.34	\$1,005.30	\$2,010.60	
Pay Period 3	Week 3	45	\$22.34	\$1,005.30		
Pay Period 4	Week 4	45	\$22.34	\$1,005.30	\$2,010.60	
28 Day Cycle		180			\$4,021.20	
13 Cycles		2340			\$52,275.20	




City of Highland
Fire Department – EMS Division

J. Brian Wilson, Emergency Services Chief

MEMORANDUM # 21-001

To: Honorable Mayor Kevin Hemann
Members of the City Council

From: J. B. Wilson, Emergency Services Chief 

Date: April 27, 2021

Subject: Tentative Agreement with International Association of Firefighters, Local 3672

We have signed a tentative agreement with EMS. Changes have been made to the contract and have been reviewed and approved by all parties. The Union Membership approved the contract Monday night.

Basics of the contract are as follows:

- We gave them the same residency we have given everyone else
- Same holidays on the Eve's we gave to all employees in the handbook
- Flat rate increases for the EMT-B's to keep them above min wage, \$1 year 1; \$.75 year 2 and 3.
- EMT-P's: 2.25% last year, 1.5% in year 2 and 3.
- Insurance: nothing on year 1, 40% year 2 (only applies to those currently utilizing, open enrollment is in November) and 50% in year 3, the same as we did for the dispatchers.

Expenditure Listing # 1194
From 4/21/2021- 5/3/2021

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



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
4824	Carrot-Top Industries	Flags for Central Purchasing	05/03/2021	444.24
Total for Department: 000 Balance Sheet Accounts				444.24
Department: 011 General Admin				
4810	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	05/03/2021	47.13
4816	AssuredPartners Cornerstone LLC	ACA REPORTING FEE - PREPARATION OF 1095 FORMS	05/03/2021	1,718.00
4827	City Utilities	UTILITIES - CITY HALL	05/03/2021	1,126.94
4833	DexYP	MONTHLY PHONE LISTING	05/03/2021	89.40
4853	Highland Communication Services	HCS SERVICES - HACSM	05/03/2021	51.95
4864	Journal Printing	BUSINESS CARDS- CONRAD, HEMANN, VON HATTEN	05/03/2021	208.25
4867	Mastercard	12 BOOKS FOR DIRECTORS- AMAZON	05/03/2021	254.41
4890	ROBERT (BOB) SANDERS WASTE SYSTEM	CITY HALL RECYCLING SERVICES	05/03/2021	7.50
4901	Tech Electronics Inc	PROFESSIONAL SOUND SYSTEM - COUNCIL CHAMBERS	05/03/2021	688.00
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	853.89
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	83.58
220230 ACH	US POSTAL SERVICE	APRIL UTILITY BILLING POSTAL CHARGES	04/30/2021	2,569.97
Total for Department: 011 General Admin				7,699.02
Department: 012 Police Dept				
ACH PAID				
4820	CHARLES J BECHERER	INTERIM CHIEF OF POLICE PER CONTRACT	05/03/2021	5,000.00
4820	BEST Engineered Systems Technology Group L	INSTALLATION TRAINING & SPLICING AT NEW PUB SAFETY BLDG	05/03/2021	7,705.00
4827	City Utilities	POLICE DEPT UTILITIES RADIO SHED	05/03/2021	1,356.53
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	455.76
4833	DexYP	MONTHLY PHONE LISTING	05/03/2021	36.30
4837	ELLIOTT DATA SYSTEMS INC.	NEW CITY WIDE CAMERAS (3)	05/03/2021	3,378.50
4838	EVIDENT, INC.	EVIDENCE DRUG TEST KITS (30)	05/03/2021	72.95
4846	GLOBAL TECHNICAL SYSTEMS, INC	REPLACEMENT RADIO MICS	05/03/2021	210.00
4848	HEYER CELESTIAL PAUL DEVARAPALLI	MEDICAL COST EAP TESTING- DAVID BRINES	05/03/2021	601.58
4852	Highland Chamber Of Commerce	HIGHLAND-OPOLY SPONSORSHIP - POLICE DEPARTMENT	05/03/2021	250.00
4854	Highland Physicians Ltd	NEW HIRE PHYSICAL - MEGAN GROTEFENDT	05/03/2021	206.00
4864	Journal Printing	QTY 600 - BOAT REGISTRATION	05/03/2021	113.10
4887	Ray O'Herron Co Inc	NEW GLOCK 17	05/03/2021	431.66
4890	ROBERT (BOB) SANDERS WASTE SYSTEM	PD RECYCLING SERVICES	05/03/2021	15.00
4896	David Sirianni	QUALIFICATION AT INDOOR RANGE FOR NEW HIRE	05/03/2021	9.93
4897	Southwestern Illinois Law Enforcement Commis	TRAINING FOR OFFICERS/DISPATCH	05/03/2021	2,700.00
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	82.93
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	59.82
Total for Department: 012 Police Dept				22,685.06
Department: 013 Building & Zoning				
4813	Ameren Illinois	GAS CHARGE	05/03/2021	199.60
4826	City Of Highland	ELECTRIC SERVICE PANEL/ METERBASE- 609 MAIN STREET	05/03/2021	218.72
4890	ROBERT (BOB) SANDERS WASTE SYSTEM	BZ RECYCLING SERVICES	05/03/2021	15.00
4904	TIMES TRIBUNE	LEGAL- NOTICE OF PUBLIC HEARING	05/03/2021	26.00
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	63.24
4916	Zobrist Electric Inc	FINAL POOL- 15 SILVER FOX, FINAL ELECTRIC- 259 CARTER RIDGE	05/03/2021	250.00
220228	CARDPOINT MERCHANT SERVICES	APRIL CREDIT CARD FEES	04/30/2021	99.36
Total for Department: 013 Building & Zoning				871.92
Department: 014 Fire Dept				
4813	Ameren Illinois	GAS CHARGES- STATION #2	05/03/2021	472.11
4827	City Utilities	UTILITIES - FIRE STATION # 1	05/03/2021	860.14
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	1,335.08
4832	Dave Schmidt Truck Service Inc	REPAIR OIL VALVES ON 1995 PUMP TRUCK	05/03/2021	1,981.12
4837	ELLIOTT DATA SYSTEMS INC.	ACCESS MANAGER SSA, INSTALLATION AND TRAINING	05/03/2021	3,964.50
4846	GLOBAL TECHNICAL SYSTEMS, INC	TRUCK WITH CONSOLE AND CONSOLE MOUNTED SIREN AND LIGHT CON	05/03/2021	5,930.10
4851	HIGHLAND AMBULANCE SERVICE	AMBULANCE SERVICE - HILLARY MOLL	05/03/2021	565.00
4857	HSMS Medical Group Inc	HEALTH INSURANCE CLAIM - HILLARY MOLL	05/03/2021	201.00
4893	SENTINEL EMERGENCY SOLUTIONS	HYDRANT GATE VALVE W/ HAND WHEEL	05/03/2021	916.00
4900	DANIEL TALLMAN	ADVANCED TECHNICIAN FIREFIGHTER COURSE - DANIEL TALLMAN	05/03/2021	300.00
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	61.92
Total for Department: 014 Fire Dept				16,586.97
Department: 017 Streets / PW Admin				
4827	City Utilities	Utilities	05/03/2021	1,471.68
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	2,265.05
4831	CRAFCO, INC.	Hot Box 4 Ton, Elec-Diesel, Dump	05/03/2021	26,409.00
4835	Dr. Wood Trees & Landscape	Sector 2 work, Storm damage work after 3/27/21, 3 Stump removals	05/03/2021	6,470.00
4852	Highland Chamber Of Commerce	HIGHLAND-OPOLY SPONSORSHIP - PUBLIC WORKS	05/03/2021	116.66

4865	Korte Landscaping	Iberg Roundabout- weed, prepare,Preen,RoundUp, mulch	05/03/2021	1,143.00
4869	MCCLATCHY	LEGAL & PUBLIC NOTICES - 1 X 2.81	05/03/2021	85.84
4870	McKay Auto Parts Inc	22 In Exactifblade	05/03/2021	175.13
4875	Mike A Maadge Trucking Inc	2" down - tic.# 11024177 & 11024221	05/03/2021	1,109.76
4879	Northtown Auto & Tractor	Brake Chamber	05/03/2021	125.79
4880	Nu Way Concrete Forms Troy LLC	#5 x 1'6" Rebar	05/03/2021	195.12
4881	Oates Associates Inc	PROJECT - EXECUTIVE DRIVE PAVEMENT CORES	05/03/2021	960.00
4888	Rod E Mix LLC	4000 PSI O/S Flatwork, Tic #60130936, 60130937, 60130939	05/03/2021	11,762.00
4891	Ron Hunsche Excavating Inc	2700 RAEBER LANE / HIGHLAND WORK COMPLETED	05/03/2021	12,330.00
4892	Schulte Supply Inc	30" N-12 Double Wall SOLID Drainage Pipe, 20' Integral Bell	05/03/2021	643.40
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	1.71
4913	Wisschr Electrical Contractors Inc	US 40 & TROXLER ACE / IBERG RD (LED) 5 -SECTION SIGNAL HEAD	05/03/2021	108.76
Total for Department: 017 Streets / PW Admin				65,372.90
Total for Fund:001 General Fund				113,660.11
Fund: 007 Community Development Fund				
Department: 007 Community Development				
4861	IllinoisSouth Tourism	1/2 PAGE AD IN "TOURISM TIMES" SPRING / SUMMER TT 2021	05/03/2021	1,083.75
Total for Department: 007 Community Development				1,083.75
Total for Fund:007 Community Development Fund				1,083.75
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
4825	Christ Bros Inc	Cold Patch -LEB	05/03/2021	707.88
4829	Compass Minerals	Salt	05/03/2021	6,309.92
4880	Nu Way Concrete Forms Troy LLC	#5 x 1'6" Rebar	05/03/2021	47.00
Total for Department: 008 Motor Fuel Tax				7,064.80
Total for Fund:008 Motor Fuel Tax Fund				7,064.80
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
4823	BUILDINGSTARS INC	KRC custodial services- APRIL 2021	05/03/2021	1,852.00
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	10,226.70
4841	Fens Fitness, LLC	Ginger's PT	05/03/2021	104.67
4855	Hillyard St Louis Inc	KRC cleaning supplies	05/03/2021	290.61
4867	Mastercard	CERTIFICATIONS- AMERICAN RED CROSS CLASSES- ALLISON NORTH	05/03/2021	854.00
4868	Mazzio's Pizza	PIZZAS FOR BOOKED PARTIES- MARCH	05/03/2021	324.00
4878	National Erectors & Builders, Inc.	REPLACE DEFECTIVE TIMER FOR PARKING LOT LIGHTS	05/03/2021	380.00
4884	Pepsi	KRC Pepsi supplies	05/03/2021	159.80
4886	Quench USA, Inc	bottle refill station	05/03/2021	55.00
4890	ROBERT (BOB) SANDERS WASTE SYSTEM	KRC RECYCLING SERVICES	05/03/2021	15.00
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	289.55
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	219.19
4916	Zobrist Electric Inc	KRC fitness light	05/03/2021	345.00
220228	CARDPOINT MERCHANT SERVICES	APRIL CREDIT CARD FEES	04/30/2021	583.18
Total for Department: 009 Korte Rec Center				15,698.70
Department: 016 Parks & Recreation				
4810	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	05/03/2021	11.99
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	748.87
4845	St. Clair Service Company FS Turf Solutions	Verve and Speedzone for fields	05/03/2021	530.50
4867	Mastercard	OUTDOOR WATER SOLUTIONS- SAFE HAVEN FISH ATTRACTOR x3	05/03/2021	372.69
4871	Mettler Development LLC	pavillion maintenance Silver Lake	05/03/2021	934.00
4877	Munie Outdoor Service Inc	Irrigation start up Glik Park	05/03/2021	365.00
4899	Dan Talleur	Pontoon Dock Fence	05/03/2021	4,600.00
4903	THE GREENHOUSE OF HIGHLAND	plants for the square	05/03/2021	1,100.00
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	9.69
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	976.01
4916	Zobrist Electric Inc	Glik park lights	05/03/2021	1,000.00
Total for Department: 016 Parks & Recreation				10,648.75
Department: 503 Swimming Pool Fund				
4842	FGM Architects	CITY OF HIGHLAND NEW POOL STUDY & DESIGN	05/03/2021	3,962.00
Total for Department: 503 Swimming Pool Fund				3,962.00
Department: 715 Cemetery Fund				
4810	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	05/03/2021	19.96
4899	Dan Talleur	fence repair	05/03/2021	2,100.00
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	18.03
Total for Department: 715 Cemetery Fund				2,137.99
Total for Fund:009 Parks & Rec Fund				32,447.44
Fund: 012 Business District A				

Department: 012 Police Dept

ACH PAID 4866	S.M. WILSON & CO LOYET-ARCHITECTS	NEW PSB BUILDING GENERAL CONSTRUCTION PAY APP 7 HIGHLAND PUBLIC SAFETY FACILITY DESIGN	05/03/2021 05/03/2021	601,126.27 7,391.64
Total for Department: 012 Police Dept				608,517.91
Total for Fund:012 Business District A				608,517.91

Fund: 050 Street NHR Construction

Department: 050 Street NHR Construction

4881	Oates Associates Inc	PROJECT - BELLM AND IBERG ROAD ROW STUDY	05/03/2021	13,390.00
4905	Traffic Control Company	PROJECT - US 40 & HEMLOCK ST - 6" BLACKOUT TAPE	05/03/2021	510.00
4913	Wisschr Electrical Contractors Inc	US 40 / HEMLOCK SIGNALS PW -18-17	05/03/2021	26,253.36
Total for Department: 050 Street NHR Construction				40,153.36
Total for Fund:050 Street NHR Construction				40,153.36

Fund: 101 Electric Fund

Department: 000 Balance Sheet Accounts

220228 ACH	CARDPOINT MERCHANT SERVICES	APRIL CREDIT CARD FEES	04/30/2021	252.25
220229 ACH	MERCHANT TRANSACT	WEB PROCESSING FEES	04/30/2021	5,115.98
Total for Department: 000 Balance Sheet Accounts				5,368.23

Department: 101 Electric Admin

4813	Ameren Illinois	GAS CHARGE	05/03/2021	399.20
4826	City Of Highland	UTILITY CHARGES	05/03/2021	370.34
4833	DexYP	MONTHLY PHONE LISTING	05/03/2021	48.80
4852	Highland Chamber Of Commerce	HIGHLAND-OPOLY SPONSORSHIP - LIGHT & POWER	05/03/2021	350.00
4862	IONWARE	DISCUSS ON METERS NOT ADVANCING WITH GEORGE & CINDY	05/03/2021	120.00
4867	Mastercard	ELECTRIC DEPT SAFETY MEETING - HI TOP BOWL	05/03/2021	123.50
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	16.50
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	246.98
Total for Department: 101 Electric Admin				1,675.32

Department: 102 Electric Production

4810	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	05/03/2021	21.99
4813	Ameren Illinois	GAS CHARGE	05/03/2021	47.84
4826	City Of Highland	UTILITY CHARGES	05/03/2021	6,387.49
4877	Munie Outdoor Service Inc	IRRIGATION START UP	05/03/2021	160.00
4879	Northtown Auto & Tractor	FOR WASTE OIL PUMP REPAIR	05/03/2021	11.29
Total for Department: 102 Electric Production				6,628.61

Department: 104 Electric Distribution

4810	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	05/03/2021	27.98
4813	Ameren Illinois	OPTIONAL LIGHTING CHARGE	05/03/2021	26.03
4814	ANIXTER, INC.	TAP04CUSOL-00 Wire Tap 4 CU SOL SD 150MIL	05/03/2021	4,618.00
4815	Association of Illinois Electric Cooperatives	2ND YEAR DISTRIBUTION SCHOOL- REID, JASON, DAVID	05/03/2021	2,250.00
4819	BASS COMPANY LLC	Qty 500 - 480 Volts Sticks	05/03/2021	234.45
4821	BHMG Engineers Inc	WESTSIDE & NORTHTOWN SUB TRANSFORMER INSTALLATION - DESIGN	05/03/2021	3,096.45
4836	EDWARDSVILLE MACHINE & WELDING C	FOR BACKUP BORING MACHINE @ HCS	05/03/2021	225.00
4843	Fletcher Reinhardt Company	WR-159 Compression Connector	05/03/2021	4,545.72
4847	Graybar	Gils- 4/0 B18	05/03/2021	23,864.30
4885	Power Line Supply	BDI215BKRI-RDS-T10 Conduit Coilable 2" Sch 40 HDPE	05/03/2021	6,210.00
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	33.52
Total for Department: 104 Electric Distribution				45,131.45
Total for Fund:101 Electric Fund				58,803.61

Fund: 111 FTTP Fund

Department: 111

4818	BALLY SPORTS ST. LOUIS	APRIL VIDEO CONTENT FEE	05/03/2021	10,704.00
4827	City Utilities	UTILITIES - HCS BLDG	05/03/2021	2,470.57
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	584.44
4833	DexYP	MONTHLY PHONE LISTING	05/03/2021	52.50
4839	Fastenal	HCS PARTS	05/03/2021	19.32
4844	FOX COLLEGE SPORTS	APRIL VIDEO CONTENT FEE	05/03/2021	188.23
4852	Highland Chamber Of Commerce	HIGHLAND-OPOLY SPONSORSHIP - HCS	05/03/2021	350.00
4898	SUMNER ONE, INC.	COPIER LEASE / USAGE -HCS	05/03/2021	154.52
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	2,631.45
4910	Vantage Point Solutions, Inc	ENGINEERING PROJECT FLAT FEE BILLING - A1.1 PROJECT DESIGN	05/03/2021	7,500.00
4915	Duane E. Zobrist	APRIL SIGN RENTAL - RT 143 BY BUSY BANK	05/03/2021	100.00
220228	CARDPOINT MERCHANT SERVICES	APRIL CREDIT CARD FEES	04/30/2021	1,637.05
Total for Department: 111				26,392.08
Total for Fund:111 FTTP Fund				26,392.08

Fund: 201 Water Fund

Department: 201 Water Admin

4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	415.24
4852	Highland Chamber Of Commerce	HIGHLAND-OPOLY SPONSORSHIP - PUBLIC WORKS	05/03/2021	116.66
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	77.11

Total for Department: 201 Water Admin				609.01
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Department: 202 Water Production

4813	Ameren Illinois	Utilities	05/03/2021	83.36
4827	City Utilities	Utilities	05/03/2021	11,375.35
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	1,451.26
4856	Howard Technology Solutions	Dell Optiplex 5080-SFF	05/03/2021	1,011.00
4859	IL Office of the State Fire Marshal	CONVEYANCE CERTIFICATE OF OPERATION ANNUAL RENEWAL	05/03/2021	75.00
4860	Illinois Section AWWA	Breakpoint Chlorination Seminar - Danielle S	05/03/2021	72.00
4881	Oates Associates Inc	PROJECT - 1113 13TH ST ANTENNA MOUNT REVIEW	05/03/2021	1,205.00
4883	PDC Laboratories Inc	Final Amount due to credit on account	05/03/2021	64.96
4902	Teklab Inc	Oxidation Reduction Potential, Aqueous	05/03/2021	90.80
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	6.19
4908	Utility Service Co Inc	1,000,000 GST GROUND STORAGE TANK - QUARTERLY	05/03/2021	22,841.00
4909	Vandevanter Engineering Inc	WTP Service Work, Scum Disposal LS, Mileage with Boom Truck	05/03/2021	758.60

Total for Department: 202 Water Production				39,034.52
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Department: 203 Water Distribution

4811	ADR HIGHLAND, INC.	Airgas Acetylene, Air Gas Oxygen	05/03/2021	36.22
4813	Ameren Illinois	GAS CHARGE	05/03/2021	199.60
4827	City Utilities	Utilities	05/03/2021	263.39
4828	Coe Equipment Inc	Swivel Joint	05/03/2021	359.51
4870	McKay Auto Parts Inc	MAX-30 Fuse	05/03/2021	2.99
4872	Midwest Meter Inc.	50 Water Meters	05/03/2021	6,600.00
4873	Midwest Municipal Supply Inc	Angle Dual Chk. Rep Kit	05/03/2021	143.70
4879	Northtown Auto & Tractor	Tie Rod End	05/03/2021	51.48
4882	O'Reilly Automotive Inc.	Shine Cloth, Slick Mist	05/03/2021	8.49
4906	Tri Ford Inc	4 Wheel Alignment	05/03/2021	75.00
4911	Vermeer Midwest	NICAD Batteries	05/03/2021	490.02

Total for Department: 203 Water Distribution				8,230.40
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Total for Fund:201 Water Fund				47,873.93
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Fund: 301 Sewer Fund

Department: 301 Sewer Admin

4813	Ameren Illinois	Utilities	05/03/2021	169.03
4827	City Utilities	Utilities	05/03/2021	152.48
4830	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	05/03/2021	415.24
4852	Highland Chamber Of Commerce	HIGHLAND-OPOLY SPONSORSHIP - PUBLIC WORKS	05/03/2021	116.66
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	4.08

Total for Department: 301 Sewer Admin				857.51
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Department: 303 Sewer Collection

4811	ADR HIGHLAND, INC.	Airgas Acetylene, Air Gas Oxygen	05/03/2021	36.22
4813	Ameren Illinois	GAS CHARGE	05/03/2021	199.59
4827	City Utilities	Utilities	05/03/2021	263.38
4828	Coe Equipment Inc	Swivel Joint	05/03/2021	359.50
4870	McKay Auto Parts Inc	MAX-30 Fuse	05/03/2021	2.99
4879	Northtown Auto & Tractor	Tie Rod End	05/03/2021	51.48
4882	O'Reilly Automotive Inc.	Shine Cloth, Slick Mist	05/03/2021	8.49
4894	Servpro of Collinsville/Troy 9371	WATER RESTORATION - 607 9TH ST -04/02/2021 WTR DAMAGE	05/03/2021	2,967.17
4906	Tri Ford Inc	4 Wheel Alignment	05/03/2021	75.00
4911	Vermeer Midwest	Proportional Valve Driver	05/03/2021	215.94

Total for Department: 303 Sewer Collection				4,179.76
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Department: 304 Water Reclamation Facility

4827	City Utilities	Utilities	05/03/2021	11,993.54
4835	Dr. Wood Trees & Landscape	20 Trees planted & mulched.	05/03/2021	6,000.00
4870	McKay Auto Parts Inc	Hi Pwr II V-Belts	05/03/2021	29.97
4889	Riechmann Bros., LLC	PRIMARY AIR FILTER, OIL FILTER, FUEL FILTER	05/03/2021	65.36
4895	Sidener Environmental Services Inc.	Annual Maintenance - Wastewater	05/03/2021	1,303.14
4902	Teklab Inc	HWRF MONTHLY SAMPLING	05/03/2021	375.00
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	3.60
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	151.81
4914	William D Zimmer	REIMBURSEMENT FOR SAFETY BOOTS - AMAZON	05/03/2021	175.00

Total for Department: 304 Water Reclamation Facility				20,097.42
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Department: 305 WRF Pretreatment

4827	City Utilities	Utilities	05/03/2021	18.96
4902	Teklab Inc	HIGHLAND MACHINE	05/03/2021	590.00

Total for Department: 305 WRF Pretreatment				608.96
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Total for Fund:301 Sewer Fund				25,743.65
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Fund: 401 Ambulance Fund

Department: 000 Balance Sheet Accounts

220228	CARDPOINT MERCHANT SERVICES	APRIL CREDIT CARD FEES	04/30/2021	583.72
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Total for Department: 000 Balance Sheet Accounts				583.72
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Department: 401 Ambulance Fund

4810	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	05/03/2021	34.98
4812	Airgas USA, LLC	OXYGEN	05/03/2021	172.96
4817	AT&T MOBILITY	EMS AIR CARDS	05/03/2021	63.20
4822	Bound Tree Medical, LLC	EMS SUPPLIES	05/03/2021	142.09
4827	City Utilities	UTILITIES - HELIPRT	05/03/2021	24.25
4834	DIVERSIFIED DIESEL SERVICES, LLC	AMBULANCE MTN/REPAIRS TO 1542	05/03/2021	1,531.59
4840	FCB Highland Bank	2017 FORD F 450 AMBULANCE PAYMENT	05/03/2021	51,559.67
4849	HFS Bureau of Fiscal Operations- GEMT	PROCEDURE CODE A0427, A0429, A0427, A0429	05/03/2021	1,200.82
4850	HFS of IL	AMBULANCE REFUND - PT ID # 361731136	05/03/2021	261.84
4858	HUMANA	AMBULANCE REFUND	05/03/2021	435.80
4863	JEWELL PSYCHOLOGICAL SERVICES, LLC	PSYCHOLOGICAL EVALS - PRE EMPLOYMENT (1)	05/03/2021	450.00
4874	MIDWEST OCCUPATIONAL MEDICINE, LT	EMS PHYSICAL / DRUG SCREEN	05/03/2021	103.00
4876	MUNICIPAL EMERGENCY SERVICES, INC.	EMS UNIFORM SUPPLIES	05/03/2021	111.00
4907	U S Postal Service	POSTAGE READINGS FROM 02/08/2021-04/27/2021	05/03/2021	486.51
4912	WALMART COMMUNITY/SYNCB	WAL-MART OPERATING SUPPLIES	05/03/2021	101.63
4917	Zoll Medical Corporation GPO	LIFEBAND 3 PACK	05/03/2021	814.97

Total for Department: 401 Ambulance Fund				57,494.31
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Total for Fund:401 Ambulance Fund				58,078.03
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Fund: 713 Solid Waste Fund

Department: 713 Solid Waste Fund

4890	ROBERT (BOB) SANDERS WASTE SYSTEM	COMMERCIAL & RESIDENTIAL TRASH SERVICES	05/03/2021	142,356.90
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Total for Department: 713 Solid Waste Fund				142,356.90
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Total for Fund:713 Solid Waste Fund				142,356.90
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Fund: 717 Cemetery Board of Managers

Department: 717 Cem Brd of Mgrs

4891	Ron Hunsche Excavating Inc	2700 RAEBER LANE / HIGHLAND WORK COMPLETED	05/03/2021	4,110.00
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Total for Department: 717 Cem Brd of Mgrs				4,110.00
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Total for Fund:717 Cemetery Board of Managers				4,110.00
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Grand Total				<u>\$ 1,166,285.57</u>
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