

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

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

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of May 17, 2021 Regular Session (attached)

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Relevant Pregnancy Options Center – 5K Life Run/2M Walk4Life – Tricia Blasdel, Representative, Special Event Application (attached)
2. Highland Jaycees – Schweizerfest 2021 – Matthew Stallard Representative, Special Event Application (attached)
3. Oak Ridge Subdivision Block Party –Dan Perry Representative (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:

NEW BUSINESS:

- B. MOTION** – Approve Notice of Municipal Letting for Motor Fuel Tax Maintenance Materials (MFT Section 22-00000-00-GM) (attached)
- A. MOTION** – Bill #21-85/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Louis Latzer Memorial Public Library Virtual Google Mapping (attached)
- B. MOTION** – Bill #21-86/RESOLUTION Rejecting all Bids (PR-03-21) for Purchase of One New Pick Up Truck for Parks and Recreation (attached)
- C. MOTION** – Bill #21-87/RESOLUTION Approving Change Order Number One, Final and Balancing, for Water Main Improvements, Job Number PW-21-19 (attached)
- D. MOTION** – Bill #21-88/RESOLUTION Approving and Authorizing the Execution of a Proposal for Engineering Services with Oates Associates, Inc. for the Proposed Matter Drive and Executive Drive Reconstruction (attached)

Continued

- E. **MOTION** – Bill #21-89/RESOLUTION Waiving Competitive Bidding Requirement and Authorizing Purchase of Fitness Equipment for the Public Safety Building (attached)
- F. **MOTION** – Bill #21-90/RESOLUTION Approving Owner Change Order Number Seven for Public Safety Building, to Provide Various Equipment and Material Upgrades as Part of the Owner Contingency (attached)
- G. **MOTION** – Bill #21-91/RESOLUTION Approving Owner Change Order Number Eight, Submitted by S.M. Wilson & Company, for the Highland Public Safety Building, Regarding Changes to Equipment and Materials (attached)
- H. **MOTION** – Bill #21-92/RESOLUTION Authorizing Sole Source Purchase of Services from Tantalus Systems, Inc. for Annual Maintenance and Technical Support (attached)
- I. **MOTION** – Bill #21-93/ORDINANCE Declaring Personal Property Surplus and Authorizing Its Sale and/or Disposal, Including Damaged and Outdated Christmas Lights, Holiday Decorations, and a Reel Trailer (attached)
- J. **MOTION** – Award Bid #E-01-21, For Purchase of LED Street Light Fixtures (attached)
- K. **MOTION** – Bill #21-94/RESOLUTION Approving Agreement with Willow Creek Estates Homeowners Association (attached)
- L. **MOTION** – Bill #21-95/ORDINANCE Approving Real Estate Rezoning for 140 Woodcrest, from “C-3” Highway Business District to “I” Industrial (attached)
- M. **MOTION** – Bill #21-96/RESOLUTION Accepting Grant from the Illinois Housing Development Authority’s Abandoned Residential Property Municipal Relief Program (attached)
- N. **MOTION** – Bill #21-97/ORDINANCE Approving and Authorizing the City Manager to Execute an Economic Development Agreement Pursuant to 65 ILCS 5/8-1-2.5, with Furniture Rewards d/b/a Kloss Furniture (attached)
- O. **MOTION** – Bill #21-98/RESOLUTION Approving an Application Submitted by Ron Moss, on Behalf of Dairy Queen, and Awarding Certain Financial Incentives Under the Façade Improvement Program (attached)
- P. **MOTION** – Bill #21-99/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing Its Sale and/or Disposal, Including Vehicles from the Police Department (attached)

Q. **MOTION** – Bill #21-100/ORDINANCE Amending Chapter 6, of the Code, Alcoholic Liquor, to Increase the Number of A1 Liquor Licenses to 5 (attached)

R. **MOTION** – Bill #21-101/RESOLUTION Issuing an “A1” Liquor License to Highland Arts and Crafts LLC, Pursuant to Chapter 6, of the Code, Entitled Alcoholic Liquor (attached)


REPORTS:

A. **MOTION** – Accepting Expenditures Report #1196 for May 8, 2021 through June 4,2021 (attached)

EXECUTIVE SESSION:

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

ADJOURNMENT:

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

Directions for Public Monitoring of Highland City Council Meetings:

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

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

618-882-5625

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

Conference ID #: 867900

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

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to lhediger@highlandil.gov 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.



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: 5K Life Run / 2M Walk4Life

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

Location of Event: Highland Square

Sponsoring Organization/Individual: Relevant Pregnancy Options Center

Event Responsible Party: Tricia Blasdel, Exec Dir / Marissa Robinson, Board President

Address: 2653 Plaza Drive, Highland IL 62249

Phone(s): 618.654.3732 (W) 618.203.4487 (C)

Email: tricia@relevantoptions.org

Secondary Contact: Marissa Robinson

Address: 5911 Ludwig Road, Pocahontas IL 62275

Phone(s): 618.670.0572 (C)

Email: mlbrave@gmail.com

Date(s) of Set-up: September 24 – 25, 2021 (the 24th to mark streets)

Event Date(s) / Times: September 25, 2018 Setup at 6:00 am, Registration at 7:00 AM/ Run begins at 8:00 AM/ Walk begins at 8:05 AM tear down by 10:30 AM

Date(s) of Tear-down: September 25, 2021

Expected Attendance: 130 to 150

Alcohol License Required: Yes No

If yes, application received: Yes No

Sound Amplification System utilized: Yes No

If yes, hours of operation: Approximately 3 hours

Funding request of the Council: Yes No

Amount requested and purpose: _____

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

(Directors must initial behind requests)

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

Barricades are set up and taken down by Korte Luitjohan Construction

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

We will need electrical services to set up our sound system

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

Police assistance to cross Broadway & Poplar and Fire protection during the event. Also requesting EMT service during the event.

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

Wi-Fi Services

Other City Services: Restrooms, City Officials (Specify): **Department:** _____

Public Restrooms

Application Checklist (Attachments):

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

Certificate of Insurance: (attached) _____

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

Site Plan Rendering _____

Evacuation Plan _____

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

Indemnification and Hold Harmless Agreement

In consideration for the issuance of a Special Event permit, the Sponsor shall agree to indemnify, hold harmless and defend the City of Highland, its officers and employees against any claim for loss, damage or expense sustained by any person on account of injury, death or property damage occurring by reason of or arising out of the Special Event. By issuing a Special Event permit, the City of Highland makes no guarantees and assumes no liability for the safety of participants or spectators at the Special Event.

<i>Jessica Blawie</i>	5.5.2021/
Event Sponsor Responsible Party	Date

City Manager	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2021

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 have ADDITIONAL INSURED provisions or 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 American Church Group of Illinois 2460 West Main Decatur IL 62522		CONTACT NAME: Mary Jump PHONE (A/C, No, Ext): (217) 422-5867 E-MAIL ADDRESS: ljump@americanchurchgroup.com FAX (A/C, No): (217) 422-5844	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Brotherhood Mutual	NAIC # 13528
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Relevant Pregnancy Options Center 2653 Plaza Dr Highland IL 62249			

COVERAGES

CERTIFICATE NUMBER: CL215601861

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.

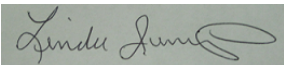
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			12MEA456325	07/01/2019	07/01/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$
OTHER:	GENERAL AGGREGATE			\$ 3,000,000				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Walk/Run for Life at Highland Square on 9/25/2021.

The City of Highland is an Additional Insured with respect to the Relevant Pregnancy Options Center's Walk/Run for Life event to be held on 9/25/2021.

CERTIFICATE HOLDER**CANCELLATION**

City of Highland 115 Broadway Highland IL 62249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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May 7, 2021

Kevin Hemann, Mayor
And Highland City Council Members
City of Highland
PO Box 218
Highland, IL 62249-0218

RE: Steps 4 Life Annual "5K Life Run/2M Walk for Life" for Relevant Pregnancy Options Center

Dear Mr. Hemann & City Council Members:

Relevant Pregnancy Options Center is very excited to be able to plan their annual 5K Life Run/2M Walk for Life again since COVID. We would like to hold this event on Saturday, September 25, 2021. This is a fundraiser for our Center as well as an avenue to create awareness to who we are and what we do. Individuals raise support for their walk or recruit team members for the run. The Run/Walk helps provide the necessary funds for us to continue to provide free services to our clients.

The plan is to host the event on the Highland Square and take the routes through city streets. It will begin with set-up at 6am, registration at 7am the 5K Run starting at 8am and the 2M Walk for Life at 8:05. The race will then be followed by an awards ceremony and clean up completed by 11am. Our fundraising goal for this event is \$10,000 with approximately 75 to 150 participants and will be manned by volunteers and staff.

We appreciate your support of this event in the past as well as your support of our mission to serve Highland and the surrounding area. I am asking for the City of Highland's help for this event and would be grateful if you would consider the requests on the attached page. We will provide the necessary insurance for your inspection. We will also include the City of Highland as an additionally insured party on our liability policy.

Sincerely,

A handwritten signature in black ink that reads "Tricia Blasdel".

Tricia Blasdel
Executive Director

Enclosures (2)

“Walk For Life/5K Life Run”

Council Request

1. Permission to hold *Steps 4 Life* annual “5K Run/2M Walk” on Saturday September 25, 2021 at the Highland Square in the above time frame.
2. Permission to use the following streets for race routes

WALK	RUN
Laurel St	Laurel St
Left on 13 th	Left on 13 th
Right on Washington	Right on Washington
Left on Lindenthal	Left on Lindenthal
Left on Lemon	Right on Park Hill
Left on 7 th	Right on VFW
Left on Washington	Right on Poplar
Finish on Main	Left on 19 th
	Right on Washington
	Finish at Washington and Main
3. Permission to block off starting and finishing line area on Laurel and Main Street during race.
4. Permission to use the City’s electricity, water, sewer, wi-fi, and fire hydrants during the event. To have City, crews connect these services as needed.
5. Availability of public bathrooms located off the square.
6. For the City to provide Police (assistance to cross Broadway and on Poplar) and Fire protection during the event.
7. For the City to provide EMT service during the event

We hope the City will support Relevant Pregnancy Options Center in this event. If any additional information is required please contact the Center at 654-3732.



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

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4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: The Highland Jaycees Schweizerfest 2021

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

Location of Event: Highland City Square

Sponsoring Organization/Individual: The Highland Jaycees - Matthew Stallard (2021 Chairman)

Event Responsible Party: Matthew Stallard

Address: 1416 Olive St, Highland, IL 62249

Phone(s): 618-973-1067

Email: matthew.stallard@gmail.com

Secondary Contact: Rebecca Klug

Address: 35 Falcon Dr, Highland, IL 62249

Phone(s): 618-304-9610

Email: RKlug18@gmail.com

Date(s) of Set-up: Monday August 23rd, 2021 to Friday August 27th 2021

Event Date(s) / Times:

Friday, August 27th 6:00 PM to Midnight

Saturday August 28th 11:00 AM to Midnight (5k Run at 8:30 AM to 10:30 AM)

Sunday August 29th 12:00 PM to 10:00 PM

Date(s) of Tear-down: Sunday August 29th - Monday August 30th

Expected Attendance: 8,000 to 12,000

Alcohol License Required: Yes No

If yes, application received: Yes No

Sound Amplification System utilized: Yes No

If yes, hours of operation: N/A

Funding request of the Council: Yes No

Amount requested and purpose: N/A

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

(Directors must initial behind requests)

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

5K Street Closure - Saturday morning 8:30 AM to 10:30 AM (Map Attached)

Parade Route Closure - Saturday and Sunday Evening - 5:00 PM - 6:30 PM (Map Attached)

Barricades - City Square street closure (Corners of Broadway/Laurel, Broadway/Washington, Laurel/Main, Laurel/Main) and No Parking Signs

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

Electrical Services - City Square (Normal Layout) Map of Vendors and Power Requirements included, will update with official at a later Date.

J.U.L.I.E locate on City Square

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

Schweizerfest hires Security for overnight watch from Midnight to 6:00 AM on Friday and Saturday Nights

City to Provide First Aid Assistance with Command Center Trailer

Assistance with traffic control of main intersections during 5K and Parade

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

WIFI at City Square during event for Managment

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

Department: _____

Request City Officials for Parade

2 Large City Dumpsters for Trash (60 Yrd)

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

Certificate of Insurance: (attached) _____

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

Site Plan Rendering _____

Evacuation Plan _____

Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

Date: ^{6/7/2021} _____

Application Submittal (60+ days) _____


Event Sponsor Responsible Party

5/28/21
Date

City Manager

Date



P.O. Box 521 · Highland, IL · 62249
highlandiljaycees@gmail.com
www.highlandjaycees.org



May 28th, 2021

Highland City Council
1115 Broadway
P.O. Box 218
Highland, IL 62249

Dear Council Members,

I am writing on behalf of the Highland Jaycees, requesting permission from the Highland City Council to hold Schweizerfest on August 27th, 28th and 29th 2021 at the Highland City Square. We have decided to push back the dates of our festival in hopes that the community will be in a place to have festivals safely and less restrictive guidelines from the state. The event consists of setting up stands for food and beverages along the streets surrounding the square, along with amusement rides and other vendors. There will also be entertainment provided throughout the weekend for the enjoyment of those visiting our festival.

The past several years we have had Broadway shut down from 9:00 am Friday through 5:00am Monday to allow our carnival rides to be set up and operating. Since we have had to push back our festival, we are looking for an alternative to our normal ride company since they have a scheduling conflict, but still plan to have something there for the younger demographic. We have also had the Laurel, Washington and Main streets surrounding the square shut down at 3:00pm to allow our vendors time to set up. This schedule allows us to have our rides set up and running on Friday night as we have in the past. As well, it will give our vendors ample time for set up leaving as much parking available as possible for the businesses on the square.

The actual event will run Friday evening 6:00 pm until midnight, Saturday 11:00 am until midnight (with the 5k running from 8:30am to 10:00am), and Sunday 12:00 pm until 10:00 pm. The Jaycees will set-up on the City Square throughout the week prior to the event and will have most of the event tear-down completed by Monday evening with some further clean-up to occur throughout the remainder of the week.

Major attractions to our event are the parade Saturday and Sunday, starting at 5:00 pm both days, musical acts all three days, 5k run, kids' activities, and the carnival rides. I have attached a copy of the parade route which will be the same as in the past. We request the presence of Highland Police Officers at the major intersections throughout the parade route and would be honored if Mayor Hemann and the other members of the city council would lead the parade. We are also requesting the same route as last year for the 5k Run and the same starting time of 8:30am. I have included a copy of the route that we utilized in the past with design and approval of Conrad. This route a similar version to what the Kirchenfest runs with a slight variation of start and stop location, being the City Square instead of the St. Paul Church. We also request the help of the Highland Police Dept in closing the two main highway intersections during the run around Saturday morning pending council approval.

I have attached all the appropriate licenses, insurance information, and permissions obtained thus far to run our event and will provide any new/updated copies as they become available to the City Office when they are received.



P.O. Box 521 · Highland, IL · 62249
highlandiljaycees@gmail.com
www.highlandjaycees.org



We feel this event is a great advertisement for the City of Highland and the people that live within our community. People travel from all over to visit the Schweizerfest and, while they are here, get to see what a wonderful place Highland, Illinois really is.

We hope the council reciprocates these sentiments and offers their permission for us to run the Schweizerfest again this year. We are committed to growing our event today and in the future years. These requests are paramount in achieving our goals and we are hopeful they are granted. In reference to the weekend requested, I have spoken to Russel Huelsmann the President of the Rusty Rodz, as they were scheduled to have a car show up at the square on that weekend, but due to several of their members with conflicting plans they are either going to cancel, or will be willing to work with us on incorporating them into the festival somehow, more details to come after their official monthly meeting.

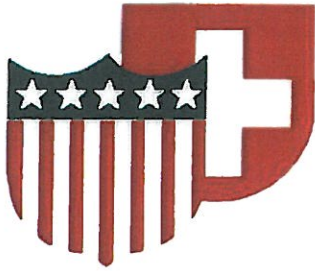
We understand that this year's festival might have to be adapted and will be subject to the state's guidelines and approval of our liquor license. However, we are trying to plan and coordinate the festival like we do every year. Any major changes and updates will be discussed with you to make sure all precautions are taken, and we are compliant in all the guidelines for this year.

If you have any questions, feel free to contact me at (618) 973-1067.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Stallard", written in a cursive style.

Matthew Stallard
2021 Head Chair Highland Jaycees Schweizerfest



City of Highland

May 17, 2021

Highland Jaycees
PO Box 521
Highland, IL 62249

Re: Sale of Alcohol at the City Square

Dear Highland Jaycees,

Please let this letter serve as the City of Highland's acknowledgement of your intention to sell Liquors at Schweizerfest on August 27, 2021 from 5:00pm – 1:00am, August 28, 2021 from 9:00am – 1:00am, and August 29, 2021 from 12:00pm – 11:00pm at the City Square located at 1012 Laurel St, Highland, IL 62249. This lot is owned by the City of Highland who has also given permission for the event to be held on the property.

Sincerely,

A handwritten signature in blue ink that reads "Kevin B. Hemann".

Kevin B. Hemann
Mayor & Local Liquor Commissioner



CERTIFICATE OF LIABILITY INSURANCE

OP ID: EK

DATE (MM/DD/YYYY)

05/18/2021

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.

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PRODUCER Zimmerman Insurance Agency 1719 Troy Road, PO Box 508 Edwardsville, IL 62025 Eric Kolesa		CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HIGHL-1	
INSURED Highland Jaycees P O Box 521 Highland, IL 62249		INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance Group INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	
		NAIC #	

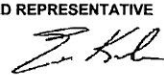
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
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	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE				\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	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 added as additional insured with respect to the Highland Jaycees Schweizerfest Event to be held from Friday August 27th, 2021 through Monday August 30th, 2021.

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

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INSURED Highland Jaycees P O Box 521 Highland, IL 62249		INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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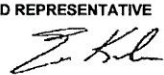
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	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

Illinois Department of Transportation is added as an Additional Insured with respect to the Highland Jaycees road closure of IL. State Route 160 from Spindler Park Lane to Cypress St on Saturday, August 28, 2021 from 4:45pm until 6:30pm and on Sunday, August 29, 2021 from 4:45pm to 6:30pm for the purpose of conducting the annual Schweizerfest Parades

CERTIFICATE HOLDER**CANCELLATION**

ILLINOI Illinois Department of Transportation Division of Highways District8 1102 Eastport Plaza Dr Collinsville, IL 62234	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INSURED Highland Jaycees P O Box 521 Highland, IL 62249	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Erie Insurance Group		
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							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
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The City of Highland, Illinois is added as additional insured with respect to the Highland Jaycees Schweizerfest Parade Route Saturday, August 28, 2021 and Sunday August 29, 2021 covering Broadway from Spindler Park Lane to Walnut, Walnut from Broadway to 9th St, 9th St from Walnut to Cypress, Cypress from 9th St to 12th St, 12th St from Cypress to Spindler Park Lane

CERTIFICATE HOLDER**CANCELLATION**

HIGHLAN City of Highland 1115 Broadway P O Box 218 Highland, IL 62249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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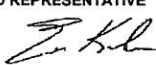
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AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Highland, Illinois is an additional insured with respect to the Highland Jaycees 5K run.

CERTIFICATE HOLDER**CANCELLATION**

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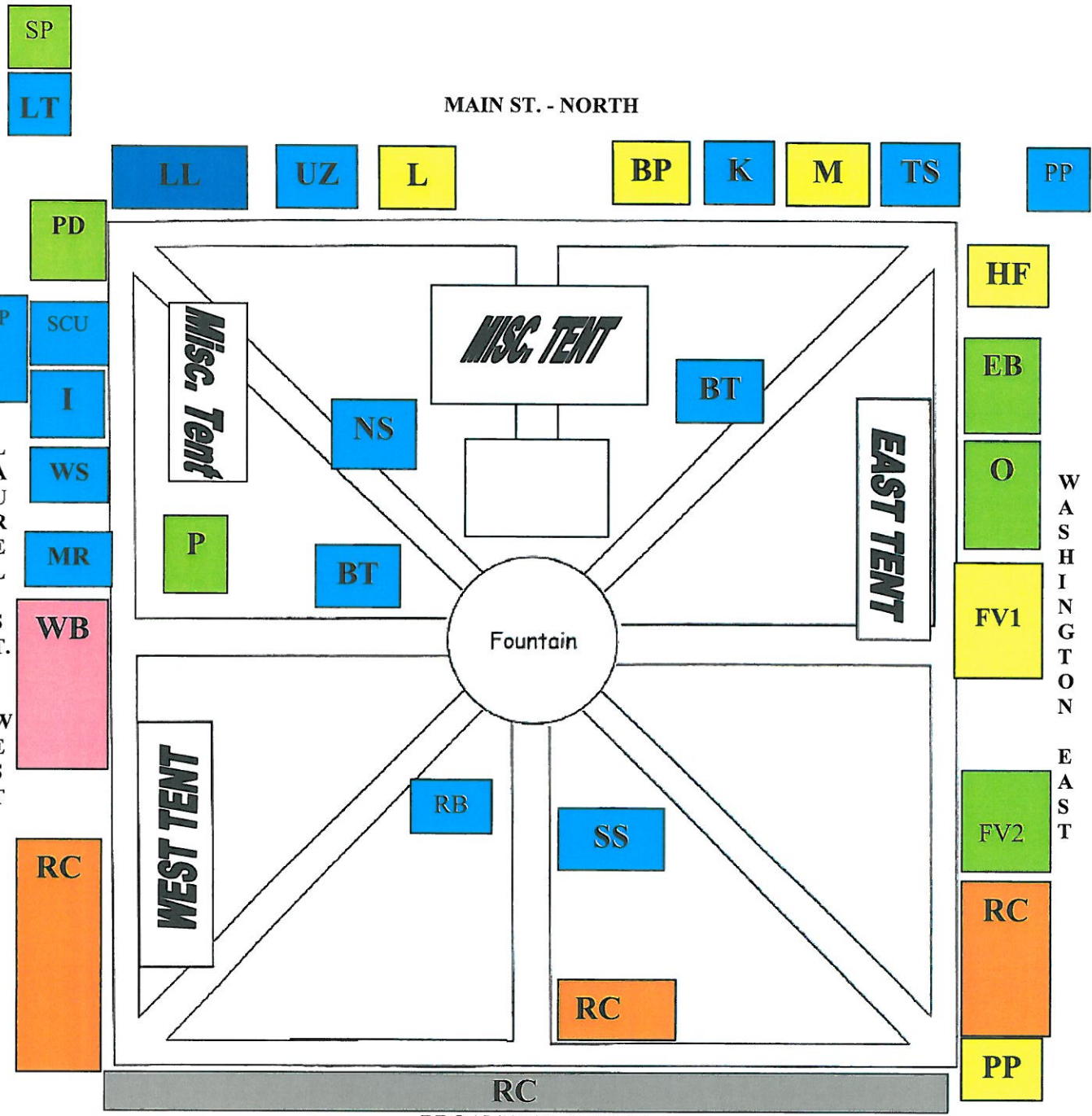
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KEY

Outer Ring starting at West Beer going Clockwise

- WB – Highland Jaycees (West Beer) (Elec 110)
- MR – Highland Jaycees Margarita Stand (110)
- WS - Jaycees Welcome Stand (Elec 110)
- I – Twice the Ice (Elec 110)
- SCU - SCU ATM (Elec 220)
- PD - Police Department (Elec 110)
- LL - Linenfelser Concessions (Elec 220)
- UZ - Uncle Zorba’s (Elec 110)
- L - Highland Lions Club (Elec 110)
- BP - Highland Band Parents (Elec 110)
- K - Kettle Korn Company (Elec 110)
- M - Highland Moose Lodge (Elec 110)
- TS - Tropical Sno (Elec 110)
- HF - Heartland Food Service (Elec 220)
- EB - Highland Jaycees (East Beer) (Elec 110)
- O - Highland Optimist (Elec 220)
- FV1 – (Elec 110)
- FV2 – (Generators/110 if needed)
- RC- Provide their own power (still looking for replacement)

Inside Square Grounds

- P - Jaycees Poker Stand (Elec 110)
- BT- Beer Tickets West (Elec 110)
- NS – North Soda (Elec 110)
- BT - Beer Tickets East (Elec 110)
- SS – South Soda (Elec 110)
- RB - Ron Beck (Elec 110)

Additional Vendors

- LT - Linenfelser Truck
- SP - Soda Truck
- PP – Whiteside Sanitation

STREET MEASUREMENTS

- Main Street (North) – 302 Feet
- Laurel Street (West) – 303 Feet
- Broadway (South) – 302 Feet
- Washington (East) – 303 Feet

15 X 15 20 X 15 25 X 15 30 X 15 45 X 15 60 X 15 75 X 15 115 X 15 Entire St.



Schweizerfest Emergency Action Plan

GENERAL

The Schweizerfest will be held August 27th-29th, 2021 on the Highland City Square, Highland, IL.

PURPOSE

- This emergency action plan predetermines actions to take before and during the “Schweizerfest” (hereinafter referred to as the event) in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
- Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Medical Emergencies, Severe Weather, Fire, or situations where Law Enforcement is required.

ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Emergency Management, Emergency Medical Services, Fire and Police.

BASIC PLAN

- **EAP Event Representative**
 - The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as Matt Stallard (2021 Schweizerfest Chairman).

- **Emergency Notification**
 - In the event of an emergency, notification of the emergency will be through the use of 911. The caller should have the following information available: nature of emergency, location, and contact person with callback number.
 - We will have HFD/EMS Chief Wilson's contact information.
 - We will have on-site HPD as scheduled.
- **Severe Weather**
 - Weather forecasts and current conditions will be monitored through the National Weather Service's Weather Forecast Website.
 - Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
 - During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
 - There are very limited provisions for sheltering participants in the event of severe weather.
 - This event will follow the 30-30 Rule for lightning. If lightning is observed and thunder is heard within 30 seconds, the event will be delayed until 30 minutes have past since thunder was last heard.
- **Fire**
 - No specific hazard has been identified as an increased risk of fire at this event.
 - All event staff will be instructed on the safe use of Portable Fire Extinguishers.
 - Should an incident occur that requires the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to the 911 operator: nature of emergency, location, and contact person with callback number.
- **Medical Emergencies**
 - As with any outdoor event, there is potential for injury to the participants. The types of injuries are various and include those that are heat related, Medical, as well as traumatic injuries.
 - There are provisions for on-site Emergency Medical Services at this event.
 - Should an incident occur that requires Emergency Medical Services, the EAP event representative or his/her designee will be contacted to request this resource. The caller will have the following information available to 911 dispatch, the nature of emergency, precise location, and contact person with callback number.
- **Law Enforcement**
 - The need for constant Law Enforcement presence at this event has been identified.
 - Should an incident occur that requires Law Enforcement, the on-site HPD officer will be contacted to request this resource. The caller will have the following

information available to the on-site HPD officer, the nature of emergency, precise location, and contact person with callback number.

- **Emergency Vehicle Access**

- Access for Emergency Vehicles will be maintained at all times.
- Fire lanes and fire hydrants will not be obstructed.
- Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks or public thoroughways.
- Crowd control will be managed by on site HPD.

Contact Information

Primary Contact

Matt Stallard
(618) 973-1067

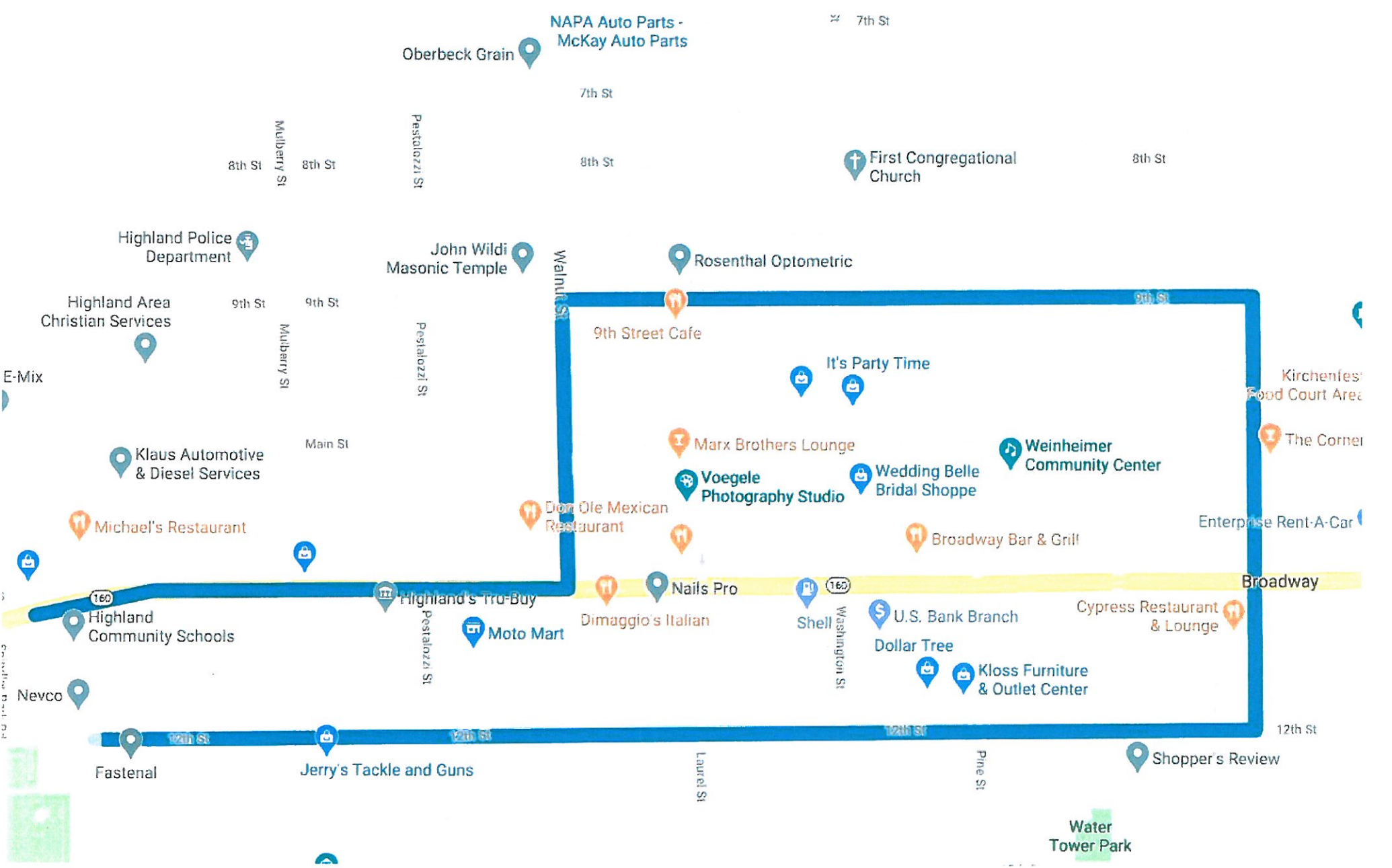
Secondary Contact

Rebecca Klug
618-304-9610

Emergency

911

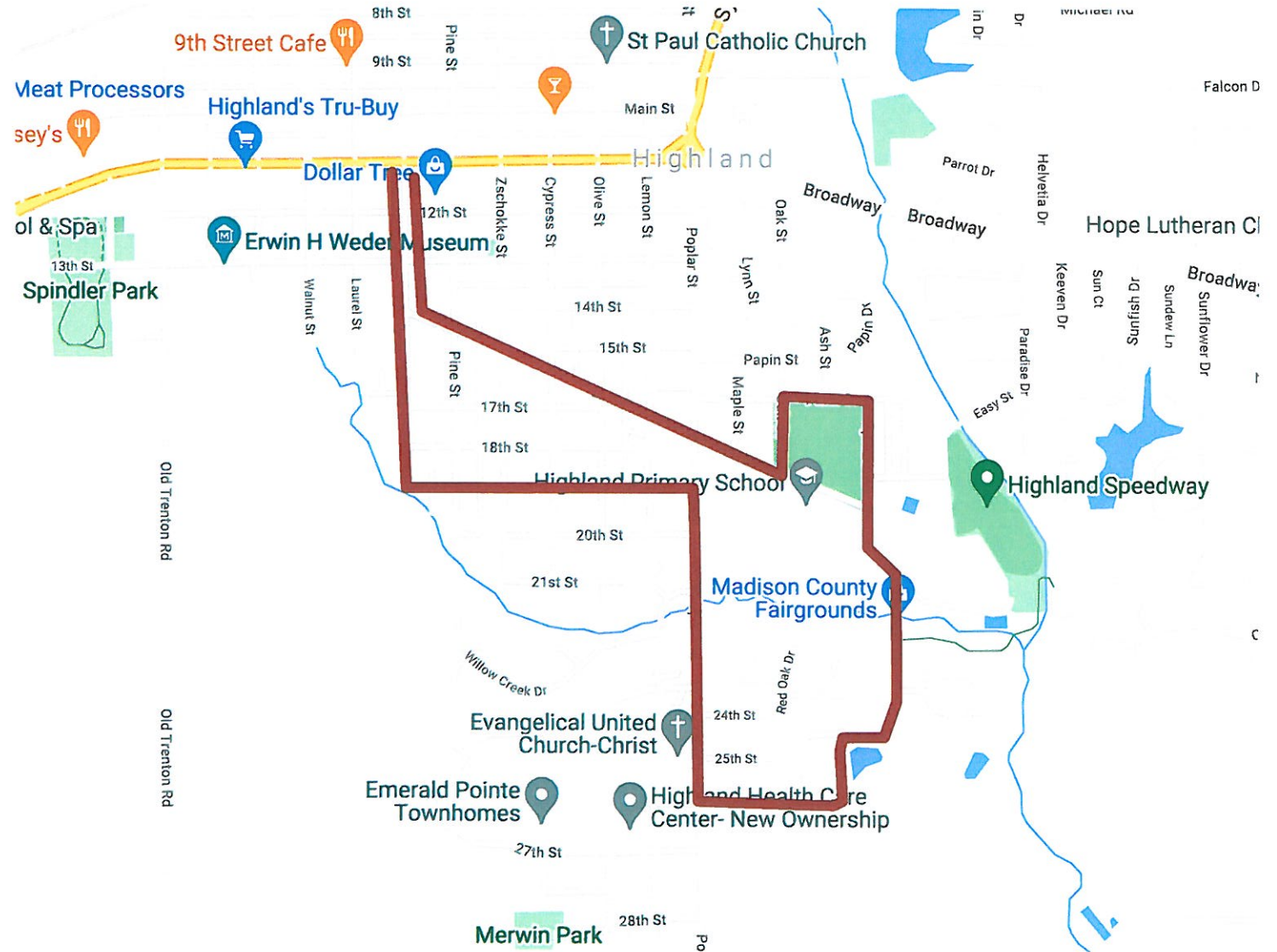
Schweizerfest Parade Route 2021



Schweizerfest 2021 RUN

Run Route

Line 1



May 22, 2021

Dan Perry
8 Pin Oak Dr
Highland, IL
(618) 830-5589
dperry416@yahoo.com

To: City Council members of Highland, IL

Dear Council members,

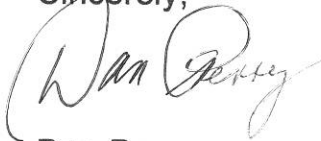
I am writing in behalf of the residents of the Oak Ridge Subdivision which is located in the south end of Highland off Poplar St.

We are seeking approval for our subdivision to host a neighborhood "block" party on June 26th and will offer live music between the hours of 5pm-9pm. One neighbor on the corner of Red Oak Dr. & Black Oak Dr. has offered his yard for the musicians to set up on his property.

I have spoken to Chief Becherer and he suggested I address the City Council to make sure all our bases are covered.

Thank you, in advance, for addressing our request.

Sincerely,

A handwritten signature in cursive script that reads "Dan Perry". The signature is written in black ink and is positioned above the printed name.

Dan Perry



PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Madison
City of Highland
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various
 SECTION NO. 22-00000-00-GM
 TYPES OF FUNDS MFT

- | | |
|---|--|
| <input checked="" type="checkbox"/> MATERIAL PROPOSAL | <input checked="" type="checkbox"/> DELIVER & INSTALL PROPOSAL |
| <input checked="" type="checkbox"/> SPECIFICATIONS (required) | <input type="checkbox"/> PLANS (if applicable) |

For Municipal Projects Submitted/Approved/Passed
<input checked="" type="checkbox"/> Mayor <input type="checkbox"/> President of Board of Trustees <input type="checkbox"/> Municipal Official
Date

Department of Transportation <input type="checkbox"/> Released for bid based on limited review
Regional Engineer
Date

For County and Road District Projects Submitted/Approved
Highway Commissioner
Date
 Submitted/Approved
County Engineer/Superintendent of Highways
Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Madison
Local Public Agency Highland
Section Number 22-00000-00-GM
Route Various

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of City Manager,

1115 Broadway, Highland, IL 62249

Address

until 10:00 AM on

Time

Date

1. Plans and proposal forms will be available in the office of Public Works
1113 Broadway, Highland, IL
Address

- 2. Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
4. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will not be allowed as a proposal guaranty.
5. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 22-00000-00-GM".

By Order of City of Highland 06/07/2021 Municipal Clerk
(Awarding Authority) Date (County Engineer/Superintendent of Highways/Municipal Clerk)

Material Proposal or Deliver & Install Proposal

To City of Highland
(Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- 1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted Jan 1, 2021, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
4. The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: % calendar days: % calendar days.

Discounts will not be considered in determining the low bidder.

Bidder

By

(Signature)

Address

Title

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 4-1-16) (Revised 1-1-21)

SUPPLEMENTAL SPECIFICATIONS

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109 Measurement and Payment	3
205 Embankment	4
403 Bituminous Surface Treatment (Class A-1, A-2, A-3)	5
404 Micro-Surfacing and Slurry Sealing	6
405 Cape Seal	17
406 Hot-Mix Asphalt Binder and Surface Course	27
420 Portland Cement Concrete Pavement	28
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Local Public Agency	County	Section Number

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

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2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	100
3	<input type="checkbox"/> EEO	101
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	111
5	<input type="checkbox"/> Required Provisions - State Contracts	116
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	122
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	124
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	125
10	<input type="checkbox"/> Construction Layout Stakes	128
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	131
12	<input type="checkbox"/> Subsealing of Concrete Pavements	133
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	137
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	139
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	140
16	<input type="checkbox"/> Polymer Concrete	142
17	<input type="checkbox"/> PVC Pipeliner	144
18	<input type="checkbox"/> Bicycle Racks	145
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	147
20	Reserved	149
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	150
22	<input type="checkbox"/> English Substitution of Metric Bolts	151
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	152
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	153
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	161
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	177
27	Reserved	179
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	180
29	Reserved	186
30	Reserved	187
31	Reserved	188
32	<input type="checkbox"/> Temporary Raised Pavement Markers	189
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	190
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	193
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	197
36	<input type="checkbox"/> Longitudinal Joint and Crack Patching	200
37	<input type="checkbox"/> Concrete Mix Design - Department Provided	202

Local Public Agency

County

Section Number

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	204
LRS 2	<input type="checkbox"/> Furnished Excavation	205
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	206
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	207
LRS 5	<input checked="" type="checkbox"/> Contract Claims	208
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	209
LRS 7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	215
LRS 8	Reserved	221
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	222
LRS 10	Reserved	223
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LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	226
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	228
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	229
LRS 15	<input checked="" type="checkbox"/> Partial Payments	232
LRS 16	<input type="checkbox"/> Protests on Local Lettings	233
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	234
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	235



Local Public Agency	County	Street Name/Road Name	Section Number
City of Highland	Madison	Various	22-00000-00-GM

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

MC-800 Prime Bituminous Materials Furnished and Delivered
 HFRS-2 Emulsified Asphalt Bituminous Materials Furnished and Applied
 Seal Coat Hauled and Spread (CM-13 079CML2-22)

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Title		
<input style="width: 100%;" type="text"/>		
Address	City	State Zip Code
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>



Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Highland	Madison	Various	22-00000-00-GM

I, _____ of _____, _____,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the _____ of _____.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, _____, will maintain a business office in the
Bidder
State of Illinois, which will be located in _____ County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
Print Name of Affiant	

Notary Public

State of IL
County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____, authorized agent(s) of
(name/s of person/s)

Bidder

(SEAL)

Signature of Notary Public

My commission expires _____

Instructions to Bidders

1. Bids are to be submitted in a sealed, opaque, envelope with the following information on the outside of the envelope:

City of Highland
Bid #22-00000-00-GM

2. Bids shall be delivered to:

City of Highland
City Hall
1115 Broadway
Highland, Illinois

Before the bid opening time and date.

3. All bids received by the bid date and time shall be publicly opened and read aloud.
4. The following forms shall be fully executed and included with the bid submittal:
 - a. Material Proposal Schedule of Prices
 - b. Proposal guaranty
5. The Illinois Department of Transportation, Bureau of Local Roads form BLR 12240 "Local Public Agency Material Proposal or Deliver & Install Proposal" shall be fully executed (at the bottom of the form) by the bidder and included in the bid submittal.

Special Provisions For Motor Fuel Tax Maintenance

Material and operations for Bituminous Materials and Seal Coat Aggregate or Blotter Aggregate shall comply with Section 403 of the Standard Specifications, except that Repair and Preparation of Base, or Existing Surface, under Article 403.08 will not be repaired. The preparation of the surface, closing of the streets to traffic during application of the bituminous material, and blotting of the excess bitumen remaining on the surface shall be done by others. The grade of bituminous material shall be furnished and applied as directed by an authorized representative of the local agency. The Seal Coat Aggregate and Blotter Aggregate shall conform to the graduations as set forth in Article 1004.03 or those shown in the special provisions included in the proposal.

All material must be State inspected, and it is the responsibility of the Contractor to secure the inspection and reports.

The contract for furnishing materials under this proposal will expire April 30, 2022, or as specified in the proposal.

Contract Bond is **only** required for Group 6 proposal.

**SPECIAL PROVISION FOR FURNISHING
AND APPLYING EMULSIFIED ASPHALT HFRS-2
AND SEAL COAT AGGREGATE CM-13 (SLAG)**

Scope of Work

The work to be performed under this bid group shall consist of furnishing and applying emulsified asphalt and seal coat aggregate on streets designated by the City. In the scheduling of work, City crews will assist the Contractor in finding the locations of work. Work shall be scheduled to the mutual agreement of the City and Contractor.

Materials

The emulsified asphalt shall be HFRS-2 conforming to applicable requirements of the "Standard Specifications for Road and Bridge Construction."

The seal coat material to be used shall be crushed slag produced from air cooled blast furnace slag.

It is anticipated that the rate of application will be 22 lbs. per sq. yd.

Construction Requirements

Application of the emulsified asphalt and seal coat aggregate shall meet the requirements of the "Standard Specifications for Road and Bridge Construction" and as provided for herein. Emulsified asphalt shall not be applied when either the deck temperature is below 70 degrees F or the air temperature is below 65 degrees F. Streets scheduled for double seal coats shall have each seal applied on separate days, if scheduling permits.

It is anticipated that the rate of application for emulsified asphalt will be approx. 0.33 gal/s.y. and the rate of application for seal coat aggregate will be 22 lbs./s.y.

The contractor is responsible for loading the stored aggregate into the spreader and dump trucks.

Seal coat aggregate shall be applied with a self-propelled mechanical spreader with an accurate control for regulating the width and rate of application and shall be of a type to be approved by the City. The spreader shall be equipped with deflectors to insure the larger chips hit the street surface in advance of the smaller chips. Dump truck style spreaders with rotating flinkers shall not be accepted. Immediately after

spreading, seal coat aggregate shall be rolled with a 10 to 12 ton pneumatic-tired roller across the total width a minimum of one pass, overlapping on successive trips by at least $\frac{1}{2}$ the width of the roller.

Chips shall be applied to the freshly spread emulsion and rolling commenced prior to the "breaking" of the emulsion. Emulsion shall not be applied in a width greater than the application width of the chip spreader.

Should the contractor not apply chips prior to "breaking" of the emulsion, the following procedure shall govern.

1. The Contractor shall proceed and apply chips to the emulsion that has "broke".
2. Within a period not to exceed 2 weeks, the Contractor shall sweep the surface and pick up all loose chips.
3. The sealing and chipping operations shall then be repeated in a satisfactory manner.
4. All costs associated with items 2 and 3 shall be at the Contractor's expense.

All intersection returns shall be hand-sprayed and chipped as necessary to provide a uniform surface.

The Contractor shall notify the City, at least 48 hours in advance, of all seal-coat operations on a street by street basis in order to allow the City time to notify the appropriate residents. Providing the Contractor adheres to this provision, the City will take the responsibility of moving parked cars.

Payment

Payment for furnishing and applying emulsified asphalt and seal coat aggregate shall be on a basis of material applied in gallons and tons, respectively. Payment quantities shall be determined from weight tickets furnished by the Contractor from an approved scale. No payment shall be made until proof of state material inspection is received.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

The 2022 MFT Materials is a “Public Works Construction” Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website.

Madison County Prevailing Wage Rates posted on 3/3/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	NW	ALL		31.19	31.69	1.5	1.5	2.0	2.0	6.70	17.78	0.00	0.80	
ASBESTOS ABT-GEN	SE	ALL		32.47	32.97	1.5	1.5	2.0	2.0	8.30	14.90	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		31.75	32.75	1.5	1.5	2.0	2.0	8.00	6.25	2.00	0.55	
BOILERMAKER	All	BLD		39.00	41.50	1.5	1.5	2.0	2.0	7.07	24.52	0.00	1.05	
BRICK MASON	All	BLD		33.38	35.38	1.5	1.5	2.0	2.0	9.10	12.82	0.00	0.87	
CARPENTER	All	ALL		39.58	41.08	1.5	1.5	2.0	2.0	7.42	9.25	0.00	0.50	0.50
CEMENT MASON	All	ALL		35.25	36.25	1.5	1.5	2.0	2.0	10.00	14.75	0.00	0.45	
CERAMIC TILE FINISHER	All	BLD		28.29	28.29	1.5	1.5	2.0	2.0	7.45	6.86	0.00	0.81	
ELECTRIC PWR EQMT OP	NW	ALL		45.78	45.78	1.5	1.5	2.0	2.0	6.50	12.82	0.00	0.46	2.75
ELECTRIC PWR EQMT OP	SE	ALL		45.57	54.94	1.5	1.5	2.0	2.0	6.95	12.76	0.00	0.46	
ELECTRIC PWR GRNDMAN	NW	ALL		29.38	29.38	1.5	1.5	2.0	2.0	6.50	8.23	0.00	0.29	2.75
ELECTRIC PWR GRNDMAN	SE	ALL		34.02	54.94	1.5	1.5	2.0	2.0	5.19	9.54	0.00	0.34	
ELECTRIC PWR LINEMAN	NW	ALL		53.45	56.48	1.5	1.5	2.0	2.0	6.50	14.96	0.00	0.53	2.75
ELECTRIC PWR LINEMAN	SE	ALL		52.41	54.94	1.5	1.5	2.0	2.0	7.99	14.69	0.00	0.52	
ELECTRIC PWR TRK DRV	NW	ALL		34.18	34.18	1.5	1.5	2.0	2.0	6.50	9.58	0.00	0.34	2.75
ELECTRIC PWR TRK DRV	SE	ALL		37.20	54.94	1.5	1.5	2.0	2.0	5.68	10.42	0.00	0.37	
ELECTRICIAN	NW	ALL		44.35	46.60	1.5	1.5	2.0	2.0	10.00	12.07	0.00	0.22	1.25
ELECTRICIAN	SE	ALL		41.83	44.34	1.5	1.5	2.0	2.0	7.99	12.40	0.00	1.15	2.51
ELECTRONIC SYSTEM TECH	NW	BLD		32.57	34.57	1.5	1.5	2.0	2.0	10.00	7.28	0.00	0.40	1.00
ELECTRONIC SYSTEM TECH	SE	BLD		35.28	37.28	1.5	1.5	2.0	2.0	4.00	9.87	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		50.09	56.35	2.0	2.0	2.0	2.0	15.57	17.51	4.50	0.62	
FLOOR LAYER	All	BLD		34.21	34.96	1.5	1.5	2.0	2.0	7.42	9.25	0.00	0.50	0.50
GLAZIER	All	BLD		35.91	37.91	1.5	1.5	2.0	2.0	6.25	11.23	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		38.86	39.96	1.5	1.5	2.0	2.0	10.50	12.86	0.00	0.75	0.05
IRON WORKER	All	ALL		34.50	36.50	1.5	1.5	2.0	2.0	10.46	17.00	0.00	0.42	
LABORER	NW	ALL		30.69	31.19	1.5	1.5	2.0	2.0	6.70	17.78	0.00	0.80	
LABORER	SE	ALL		31.97	32.47	1.5	1.5	2.0	2.0	8.30	14.90	0.00	0.80	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	BLD		27.48	0.00	1.5	1.5	2.0	2.0	6.45	5.70	0.00	0.58	
MARBLE MASON	All	BLD		33.38	35.38	1.5	1.5	2.0	2.0	9.10	12.82	0.00	0.87	
MILLWRIGHT	All	ALL		39.58	41.08	1.5	1.5	2.0	2.0	7.42	9.25	0.00	0.50	0.50

OPERATING ENGINEER	All	BLD	1	38.80	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	2	37.67	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	3	33.19	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	4	33.25	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	5	32.92	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	6	41.35	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	7	41.65	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	8	41.93	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	BLD	9	39.80	41.80	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	1	37.30	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	2	36.17	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	3	31.69	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	4	31.75	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	5	31.42	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	6	39.85	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	7	40.15	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	8	40.43	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
OPERATING ENGINEER	All	HWY	9	38.30	40.30	1.5	1.5	2.0	2.0	13.35	18.65	0.00	1.05	
PAINTER	All	BLD		31.55	33.05	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER	All	HWY		32.75	34.25	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER OVER 30 FT.	All	BLD		32.55	34.05	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER PWR EQMT	All	BLD		32.55	34.05	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PAINTER PWR EQMT	All	HWY		33.75	35.25	1.5	1.5	2.0	2.0	6.20	12.02	0.00	0.70	
PILEDRIVER	All	ALL		39.58	41.08	1.5	1.5	2.0	2.0	7.42	9.25	0.00	0.50	0.50
PIPEFITTER	N	BLD		43.96	46.16	1.5	2.0	2.0	2.0	5.00	10.00	0.00	0.60	
PIPEFITTER	S	BLD		40.25	44.25	1.5	1.5	2.0	2.0	8.04	9.80	0.00	1.55	
PLASTERER	All	BLD		33.75	35.25	1.5	1.5	2.0	2.0	10.00	9.90	0.00	0.50	
PLUMBER	N	BLD		43.96	46.16	1.5	2.0	2.0	2.0	5.00	10.00	0.00	0.60	
PLUMBER	S	BLD		39.35	41.85	1.5	1.5	2.0	2.0	7.70	8.00	0.00	1.25	
ROOFER	All	BLD		34.00	36.00	1.5	1.5	2.0	2.0	9.20	9.20	0.00	0.41	
SHEETMETAL WORKER	All	ALL		34.94	36.44	1.5	1.5	2.0	2.0	9.65	8.94	2.10	0.54	0.35
SPRINKLER FITTER	All	BLD		42.31	45.31	1.5	2.0	2.0	2.0	8.72	12.95	0.00	1.10	
TERRAZZO FINISHER	All	BLD		31.83	31.83	1.5	1.5	2.0	2.0	7.00	6.80	0.00	0.82	
TERRAZZO MASON	All	BLD		32.53	32.83	1.5	1.5	2.0	2.0	6.45	5.87	0.00	0.45	
TRUCK DRIVER	All	ALL	1	38.17	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25	
TRUCK DRIVER	All	ALL	2	38.71	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25	

TRUCK DRIVER	All	ALL	3	39.01	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	ALL	4	39.34	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	ALL	5	40.39	42.29	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	1	30.54	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	2	30.97	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.21	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	4	31.47	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.31	33.83	1.5	1.5	2.0	2.0	13.00	6.60	0.00	0.25

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations MADISON COUNTY

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

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

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

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

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

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER AND MARBLE FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

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

OPERATING ENGINEER - BUILDING

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

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

GROUP II. Assistant Operators.

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

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

GROUP V. Oiler.

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

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

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

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

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

GROUP II. Assistant Operators.

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

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

GROUP V. Oiler.

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

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

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

GROUP IX. Mechanic

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

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



Local Public Agency	County	Section Number
City of Highland	Madison	22-00000-00-GM

Material Proposal Schedule of Prices

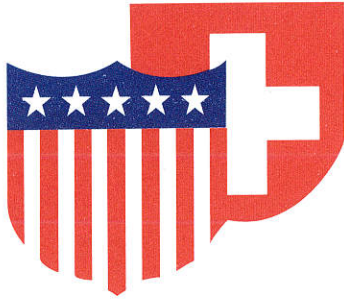
Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
- 1	Seal Coat Furn. and Del. (CM-13 079CML2-22 slag)	City Storage	TON	1400		
- 2	CA 6 Aggregate (Limestone)	City Storage	TON	1000		
- 3	CA 7 Aggregate (Limestone)	City Storage	TON	400		
- 4	Grit (CM-13 slag)	City Storage	TON	20		
- 5	MC-800 Prime Furn. and Appl	City Streets	TON	40		
- 6	HFRS-2 Furn. and Appl.	City Streets	TON	120		
- 7	Seal Coat Hauled and Spread (CM-13 079CML2-22)	City Streets	TON	1400		
-						
-						

Add Row

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder	Date
<input type="text"/>	<input type="text"/>

Address	City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: May 28, 2021
SUBJECT: MFT Section 22-00000-00-GM Maintenance Materials
Notice of Municipal Letting

RECOMMENDATION

I recommend that you request City Council approval to advertise for the above referenced NOML.

DISCUSSION

The Illinois Department of Transportation approved funding for \$355,000 for this year's Motor Fuel Tax program bidding items on March 26, 2021. This program is similar in scope to previous years. The maintenance materials being bid are for seal coat operations (oils and chips), and aggregates.

FISCAL IMPACT

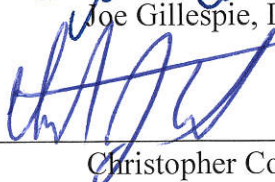
The purchases are funded through Motor Fuel Tax for FY 2022.

CONCURRENCE

Recommended by: _____


Joe Gillespie, Director of Public Works

Approved by: _____


Christopher Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
ALLOCATION OF HOTEL / MOTEL TAX FUNDING
(Louia Latzer Memorial Public Library)
(for Google Mapping Service)**

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: Louis Latzer Memorial Public Library

Contact Person: Angela Kim

Phone: 618-654-5066

Fax: 618-654-1324

Email: akim@highlandillibrary.org

Event Information:

1. Name of the Event: Google Mapping

2. Date(s) of the Event: June 2021

3. Location of the Event: 1001 Ninth Street, Highland

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

Google Mapping Service uses a series of high-resolution panoramic photos to make a virtual "tour" of facilities similar to Google Maps. The Library has recently undergone a complete renovation and would like to utilize the tour on our social media and website to promote our services.

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:

Patrons from all over the country & occasionally from other countries often stay in local hotels several days at a time to utilize our vast local history and genealogy collection. The tour will help draw new people in that might need hotels as well as local citizens who have not been to the library.

6. Funding Request Amount: \$1,450

7. Projected Attendance for the Event: n/a

8. Expected Overnight Stays for the Event: n/a

RESOLUTION NO. _____

**A RESOLUTION REJECTING ALL BIDS FOR NOTICE OF MUNICIPAL LETTING,
NOML #03-21, FOR THE PURCHASE OF A NEW TRUCK FOR THE 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, City determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase a new truck for the Park & Recreation Department; and

WHEREAS, City has determined a notice of municipal letting was approved by City Council for purchase of a new truck for the Parks & Recreation Department; and

WHEREAS, City has determined, pursuant to Illinois law, the sealed bids for the Project were opened; and

WHEREAS, City has determined, due to COVID-19 global pandemic supply chain shortages, the uncertainty of ordered new vehicle delivery status, and the shortage of available new trucks for sale, City received only one sealed bid in response to NOML #03-21; and

WHEREAS, City has determined, due to COVID-19 global pandemic supply chain shortages, the uncertainty of ordered new vehicle delivery status, and the shortage of available new trucks for sale, the bid City received in response to NOML #03-21 exceeded the budgeted amount for the purchase of the new truck for the Parks & Recreation Department; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to reject all bids received in response to NOML #03-21 for the purchase of a new truck for the Parks & Recreation Department; and

WHEREAS, City has authority, pursuant to Illinois law, to reject any and all bids received for a competitively bid purchase.

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

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

Section 2. City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to reject all bids received in response to NOML PR-03-21 for the purchase of a new truck for the Parks & Recreation Department.

Section 3. City has authority, pursuant to Illinois law, to reject any and all bids received for a competitively bid product.

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

City of Highland BID TABULATION SHEET

BID OPENING: DATE: May 18, 2021

BID #PR-03-21

 TIME: 9:00AM

Item/Project Description: Purchase of New Pickup Truck

 PLACE: City Hall

Bidder	<i>McKinley</i>	<i>Steve Schmidt</i>			
Item / Proposal Description					
Cover Page	✓				
Bid Form	✓				
Bid Security	✓				
Cert. Of Non-Delinquency	✓				
Certificate of Compliance	✓				
Hold Harmless	✓				
Abuse Prevention on Public Works Projects	✓				
Bid Sheet - Amount	<i>\$38,700</i>	<i>No Bid amount</i>			

Bid Opener: *Mark Row*

Bid Recorder: *Megan Van Dert*



HIGHLAND

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

To: City Manager, Chris Conrad
From: Mark Rosen, Director of Parks & Recreation
Date: June 7, 2021
Subject: NOML #-03-21 – Reject Bids

Recommendation

I am recommending city council reject all bids for NOML #03-21.

Discussion

Due to the recent turmoil in the auto industry, we received one bid price that exceeded the budgeted amount. Therefore, we will either look to locate a gently used truck or re-bid in the fall or winter.

Fiscal Impact

None

Recommended By: Mark Rosen, Director of Parks & Recreation

Approved By: Chris Conrad, City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NUMBER ONE, FINAL AND BALANCING, FOR WATER MAIN IMPROVEMENTS, JOB NUMBER PW-21-19

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 determined City water mains needed to be replaced and maintained (“Project”) for purposes of continuing to provide excellent water and water service to City residents; and

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

WHEREAS, during the Project, necessary work was performed that increased the cost of the Project; and

WHEREAS, the Director of Public Works has informed the City Council all decisions considered throughout the Project were made in the best interests of the City water system and the City water customers; 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 owes the contractor \$20,854.29 (*See* Change Order attached hereto as **Exhibit A**) in addition to what was bid and awarded for the Project; and

WHEREAS, the Direct of Public Works has informed the City Council there are sufficient funds within the Water Department budget to pay for the additional expense from Final and Balancing Change Order Number One; and

WHEREAS, City has determined Final and Balancing Change Order Number One 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.

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

CHANGE ORDER

Order No. One (1) FINAL/BALANCING
Date: February 23, 2021

NAME OF PROJECT: Water Main Improvements – 2020 PW-21-19

OWNER: City of Highland, IL

CONTRACTOR: Korte and Luitjohan Contractors, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS: (See Attached)

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 321,951.25

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 321,951.25

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 20,854.29

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 342,805.54

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 0 calendar days.

The date of completion of all work will be May 15, 2021 (Date).

Approvals Required:

To be effective this Order must be approved by the signatories below

Recommended by: [Signature]
Curry & Associates Engineers, Inc.

Ordered by: [Signature]
City of Highland

Accepted by: [Signature]
Korte and Luitjohan Contractors, Inc.

Change Order #1 - Balancing Change Order

Water Main Improvements 2020 P.W. 21-19						
ITEM	DID QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	INSTALLED QUANTITY	INSTALLED AMOUNT
1	280	LF			151	
4" DR18 PVC Open Cut Water Main w/ Tracer Wire			\$17.00	\$4,760.00		\$2,567.00
2	1,625	LF			546	
6" DR18 PVC Open Cut Water Main w/ Tracer Wire			\$22.50	\$36,562.50		\$12,285.00
3	3,375	LF			3,270	
10" DR 18 PVC Open Cut Water Main w/ Tracer Wire			\$22.85	\$77,118.75		\$74,719.50
4	1260	LF			2355	
6" Restrained Joint DR 18 PVC Water Main Directional Bored into Place w/ Tracer Wire			\$38.00	\$47,880.00		\$89,490.00
4	320	LF			320	
10" Restrained Joint DR 18 PVC Water Main Directional Bored into Place w/ Tracer Wire			\$64.00	\$20,480.00		\$20,480.00
5	1	EA			5	
4" Gate Valve and C.I. Box			\$950.00	\$950.00		\$4,750.00
6	2	EA			2	
10" Gate Valve and C.I. Box			\$2,150.00	\$4,300.00		\$4,300.00
7	1	EA			2	
4" Valved Interconnect and C.I. Box			\$1,900.00	\$1,900.00		\$3,800.00
8	4	EA			3	
6" Valved Interconnect and C.I. Box			\$2,100.00	\$8,400.00		\$6,300.00
9	1	EA			0	
2" Flush Hydrant			\$1,700.00	\$1,700.00		\$0.00
10	5	EA			7	
6" 3-Way Fire Hydrant with Auxillary Gate Valve and C.I. Box			\$3,300.00	\$16,500.00		\$23,100.00
11	14	EA			2	
1" Water Service Replacement (Includes Tapping Saddle, Corp. Stop, Box, Yoke, Lid and other fittings required to complete transfer). Meter provided by City and installed by Contractor.			\$1,200.00	\$16,800.00		\$2,400.00
12	15	EA			10	
1" Water Service Reconnection (Includes Tap, Corp. Stop, Curb Stop and Connection to Existing Service Line)			\$950.00	\$14,250.00		\$9,500.00
13	6	EA			11	
1" Water Service Reconnection on 10" Water Main. (Includes Tap, Corp. Stop, Curb Stop and Connection to Existing Service Line)			\$1,100.00	\$6,600.00		\$12,100.00
14	2	EA			1	
1" Water Service Reconnection (Includes Tap, Corp. Stop and Connection to Existing Service Line)			\$950.00	\$1,900.00		\$950.00
15	1	EA			1	
1.5" Water Service Replacement (Includes Tapping Saddle, Corp. Stop, Box, Yoke, Lid and other fittings required to complete transfer). Meter provided by City and installed by Contractor.			\$1,600.00	\$1,600.00		\$1,600.00
16	2	EA			3	
2" Water Service Replacement (Includes Tapping Saddle, Corp. Stop, Box, Yoke, Lid and other fittings required to complete transfer). Meter provided by City and installed by Contractor.			\$1,750.00	\$3,500.00		\$5,250.00
17	1	LS			1	
Connect to Existing Service Line, Remove Existing Meter Vault South of Swimming Pool, Fill with Suitable Soil, and Seed			\$1,000.00	\$1,000.00		\$1,000.00
18	1	LS			0	
Connect to Existing Service Line, Remove Existing Meter Vault South of Swimming Pool. Dowell and Fill with Concrete			\$1,200.00	\$1,200.00		\$0.00
19	1	LS			1	
Remove Existing Meter Vault, Provide New Concrete 3" Meter Vault, Fittings, Hatch, Connection with Existing Main Adjacent to 4H Barn, complete			\$12,150.00	\$12,150.00		\$12,150.00
20	1	LS			1	
Fill Existing Meter Vault North of Sharpshooters with CA-7 and cap with 6" concrete. Dowel into existing concrete with #5 bars at 12" O.C.			\$600.00	\$600.00		\$600.00
21	800	LF			0	
1" Type K Copper Service Line Directional Bored into Place			\$18.00	\$14,400.00		\$0.00

22	1" Type K Copper Service Line (Open Cut)	200	LF	\$16.00	\$3,200.00	458	\$7,328.00
23	1.5" DR9 HDPE Service Line (Directional Bored)	200	LF	\$23.00	\$4,600.00	124	\$2,852.00
24	2" DR9 HDPE Service Line (Open Cut)	180	LF	\$15.00	\$2,700.00	233	\$3,495.00
25	4" Cap	2	EA	\$500.00	\$1,000.00	1	\$500.00
26	6" Cap	1	EA	\$500.00	\$500.00	2	\$1,000.00
27	10" Cap	1	EA	\$600.00	\$600.00	1	\$600.00
28	4" non-pressure connection to existing water main.	1	EA	\$2,000.00	\$2,000.00	1	\$2,000.00
29	Temporary 6" cap during pressure test and subsequent non-pressure connection to existing water main.	1	EA	\$500.00	\$500.00	1	\$500.00
30	Temporary 10" cap during pressure test and subsequent non-pressure connection to existing water main.	1	EA	\$500.00	\$500.00	1	\$500.00
31	Remove Existing Valve Box	3	EA	\$50.00	\$150.00	3	\$150.00
32	CA-7 granular cradle and backfill	50	Tons	\$26.00	\$1,300.00	262.4	\$6,822.40
33	CA-6 compacted aggregate base course	50	Tons	\$22.00	\$1,100.00	46.76	\$1,028.72
34	Remove Abandoned Fire Hydrant and Deliver to City Shed	5	EA	\$250.00	\$1,250.00	5	\$1,250.00
35	Sawcut, Remove, and Replace Existing Pavement with 8" Concrete Patch	20	SY	\$80.00	\$1,600.00	117.5	\$9,400.00
36	Sawcut, Remove, and Replace Existing Sidewalk	20	SF	\$15.00	\$300.00	0	\$0.00
37	12" SDR 26 PVC Protective Casing at Sewer Crossings, If Necessary	40	LF	\$40.00	\$1,600.00	0	\$0.00
38	Final Grading, Seed, and Mulch	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00

\$321,951.25

\$329,267.62

Total increase for quantities as required and as requested by City = \$329,267.62- \$321,951.25 = \$7,316.37

Addition of two 6" gate valves as requested by City = 2 x \$1,200 each = \$2,400

Additional work as requested by City (See Attached) = \$11,137.92

TOTAL INCREASE FOR CHANGE ORDER #1 = \$20,854.29

2027 - HIGHLAND

E PIKE WATER

11/10/2020	2	10" MJ Elbow	\$262.15		\$	524.30
	1	6" MJ Elbow	\$103.11		\$	103.11
	1	4X6 Reducer		77.5	\$	536.45
					\$	639.56
		15% Markup			\$	95.93
						<u>\$ 735.49</u>

EXPLORATORY EXC

HILLCREST DR						
12/2/2020	2	Laborer	\$78.85	\$		157.70
	2	Superintendent W/ BKH	\$145.75	\$		291.50
PARK DR						
1/4/2021	8	Laborer	\$78.85	\$		630.80
	8	Superintendent W/ BKH	\$145.75	\$		1,166.00
	4	VAC	\$26.00	\$		104.00
						<u>\$ 2,350.00</u>

3RD ST CONN

12/15/2020	2	6" MJ 45			\$	383.22
	4	Superintendent W/ MINIEX	\$134.50	\$		538.00
	4	Laborer	\$78.85	\$		315.40
12/16/2020	4	Superintendent W/ MINIEX	\$134.50	\$		538.00
	4	Laborer	\$78.85	\$		315.40
						<u>\$ 1,706.80</u>
		15% Markup			\$	57.48
						<u>\$ 2,147.50</u>

1.5" SERVICE-SHARP SHOOTERS

1/6/2021	4	Laborer	\$78.85	\$		315.40
	4	Superintendent W/ BKH	\$145.75	\$		583.00
	1	SUPPLY CORP STOP			\$	536.45
						<u>\$ 898.40</u>
		15% Markup			\$	80.47
						<u>\$ 1,515.32</u>

YARD HYDRANT

1/13/2021	2	Laborer	\$78.85	\$		157.70
	2	Superintendent W/ BKH	\$145.75	\$		291.50
	2	YARD HYDRANTS			\$	416.16
						<u>\$ 449.20</u>
		15% Markup			\$	62.42
						<u>\$ 927.78</u>

1" HDPE & BORE

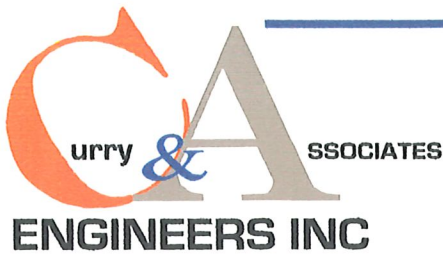
1/11/2021	3	Laborer	\$78.85	\$	236.55		
	3	Superintendent W/ BKH	\$145.75	\$	437.25		
1/12/2021	3	Laborer	\$78.85	\$	236.55		
	3	Superintendent W/ MINIEX	\$145.75	\$	437.25		
1/13/2021	2	Laborer	\$78.85	\$	157.70		
	2	Superintendent W/ 7-11	\$211.05	\$	422.10		
1/14/2021	2	Laborer	\$78.85	\$	157.70		
	2	Superintendent W/ BKH	\$145.75	\$	291.50		
				\$	2,376.60	\$	-
		15% Markup				\$	-
						<u>\$</u>	<u>2,376.60</u>

12" EXTENSION

1/15/2021	1	Laborer	\$78.85	\$	78.85		
	1	Superintendent	\$108.05	\$	108.05		
	1	Schulte Supply-Ext Kit				\$	781.15
						\$	186.90
		15% Markup				\$	117.17
						<u>\$</u>	<u>1,085.22</u>

TOTAL EXTRAS

\$ 11,137.92



May 11, 2021

(2019.118)

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

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

Dear Joe:

We have enclosed three (3) copies of final pay request #4. We recommend payment in the amount of \$13,500 which releases all retainage from the project if the final grading and seeding is acceptable to the City.

If approved, please have the City sign all copies and route as follows:

One to the contractor with payment
One for the City's files
One to our office

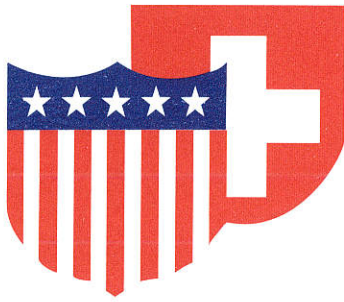
Do not hesitate to contact us if you have any questions.

Very truly yours,
CURRY & ASSOCIATES ENGINEERS, INC.



Roger Mensing, P.E.

cc: Chris Conrad, City Manager
File 19.118



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: May 28, 2021
SUBJECT: Water Main Improvements FY 2020, PW-21-19
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 \$20,854.29 to the project.

DISCUSSION

Multiple decisions were made during the course of construction for a continuous flow of work. Some of the decisions decreased the overall amount of costs and some increased costs. Changes were considered in the best interest of the water system and our customers. The construction is complete and this change order will balance contract quantities with field measured quantities along with additional work not falling within a contract line item.

FISCAL IMPACT

While the overall project costs increased from the awarded value, there are sufficient funds within the water account to supplement the additional expenses.

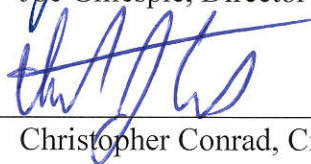
CONCURRENCE

Recommended by: _____



Joe Gillespie, Director of Public Works

Approved by: _____



Christopher Conrad, City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROPOSAL FOR ENGINEERING SERVICES WITH OATES ASSOCIATES, INC. FOR THE PROPOSED MATTER DRIVE AND EXECUTIVE DRIVE RECONSTRUCTION

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); and

WHEREAS, City has determined Matter Drive and the cul-de-sac of Executive Drive need to be reconstructed and improved (hereinafter “Project”); and

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

WHEREAS, City has determined the Project will require engineering services, and Oates is a qualified engineering firm to provide engineering services for the Project; and

WHEREAS, City has determined Oates has submitted an Illinois Department of Transportation Local Public Agency Engineering Services Agreement and other contract documents to City Council for engineering services (*See* “Oates Proposal” attached hereto as **Exhibit A**); and

WHEREAS, City has determined the Oates Proposal for engineering services is estimated to cost \$113,606.00 (*See* **Exhibit A**); and

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

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

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the Oates Proposal (**Exhibit A**).

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

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

Section 2. The Oates Proposal (**Exhibit A**) for the Project is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Oates Proposal (**Exhibit A**), and any other documents necessary for completion of the Project.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 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



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: MFT PE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Highland, Illinois	Madison	21-00073-00-PV	
Project Number	Contact Name	Phone Number	Email
	Joe Gillespie	(618) 654-6823	jgillespie@highlandil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Matter Dr and Executive Dr		0.27mi	n/a
Location Termini			Add Location
US Route 40 south to the cul-de-sac			Remove Location

Project Description

The project consists of the removal and replacement of Matter Drive and drainage improvements from US Route 40 to the cul-de-sac at the end of Matter Drive and east from the cul-de-sac to the east subdivision line of the M. Matter 5th Subdivision. In addition, the cul-de-sac at the end of Executive Drive will be enlarged with concrete pavement to accommodate a WB-55 design vehicle.

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Oates Associates, Inc	Steve Keil	(618) 345-2200	steve.keil@oatesassociates.com
Address	City	State	Zip Code
100 Lanter Court, Suite 100	Collinsville	IL	62234

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor

Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and

reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data,

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace

- no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Oates Associates, Inc.	37-1256935	\$107,231.00
Subconsultants		
SCI Engineering, Inc.	43-1132569	\$6,375.00
Subconsultant Total		\$6,375.00
Prime Consultant Total		\$107,231.00
Total for all work		\$113,606.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By By

Clerk

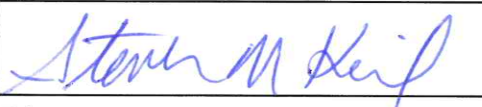

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Oates Associates, Inc

By	Date	By	Date
	5/27/21		5/27/21
Title		Title	
Project Manager		President	

APPROVED:

Regional Engineer, Department of Transportation

Date

--	--

Local Public Agency

County

Section Number

City of Highland, Illinois

Madison

21-00073-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Estimate of Person Hours

Local Public Agency

County

Section Number

City of Highland, Illinois

Madison

21-00073-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

ANTICIPATED AUTHORIZATION:	July 2021
ESR SUBMITTAL TO DISTRICT:	August 2021
PRELIMINARY PLAN SUBMITTAL TO DISTRICT:	December 2021
FINAL PLAN SUBMITTAL TO DISTRICT:	June 2022
LETTING:	September 2022

Local Public Agency

County

Section Number

City of Highland, Illinois

Madison

21-00073-00-PV

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Testing of Soil Samples	Actual Cost	1	\$6,375.00	\$6,375.00
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$6,375.00

Local Public Agency

County

Section Number

City of Highland, Illinois

Madison

21-00073-00-PV

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes	
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>	
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>	
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>	
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>	
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>	
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>	
	Project Criteria		Weighting	
-				
Add				
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>	
Selection committee (titles) for this project				
<table border="1" style="width:100%; height:20px;"> <tr><td></td></tr> </table>				
Top three consultants ranked for this project in order				
1				
2				
3				
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>	
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>	
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>	
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>	
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>	
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Local Public Agency Highland, Illinois	County Madison	Section Number 21-00073-00-PV
Consultant (Firm) Name Oates Associates, Inc	Prepared By Steve Keil	Date 5/25/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	
START DATE	6/15/2021		OVERHEAD RATE
RAISE DATE	7/1/2021		161.84%
			COMPLEXITY FACTOR
			2.00%
			% OF RAISE
END DATE	2/14/2022		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/15/2021	7/1/2021	1	12.50%
1	7/2/2021	2/1/2022	7	89.25%

The total escalation = 1.75%

Local Public Agency

Highland, Illinois

County

Madison

Section Number

21-00073-00-PV

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			FIELD SURVEYS			INTERSECTION DESIGN STUDY			PROJECT DEVELOPMENT REPORT			UTILITY & RAILROAD COORDINATION			HYDRAULIC REPORT		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	78.00	16.0	2.08%	1.62	0						0			0					
SR. PROFESSIONAL II	70.87	176.0	22.86%	16.20	6	5.26%	3.73				12	23.08%	16.35	3	20.00%	14.17			
SR. PROFESSIONAL I	65.43	0.0			0						0			0					
PROFESSIONAL IV	60.20	0.0			0						0			0					
PROFESSIONAL III	55.77	0.0			0						0			0					
PROFESSIONAL II	47.04	37.0	4.81%	2.26	16	14.04%	6.60				0			0					
PROFESSIONAL I	38.26	465.0	60.39%	23.10	32	28.07%	10.74				40	76.92%	29.43	12	80.00%	30.61			
JUNIOR PROFESSIONAL	31.34	0.0			0						0			0					
TECHNICIAN III	48.68	0.0			0						0			0					
TECHNICIAN II	41.02	76.0	9.87%	4.05	60	52.63%	21.59				0			0					
TECHNICIAN I	29.60	0.0			0						0			0					
TECHNICIAN	22.60	0.0			0						0			0					
TECHNICIAN INTERN	15.26	0.0			0						0			0					
		0.0																	
		0.0																	
		0.0																	
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TOTALS		770.0	100%	\$47.23	114.0	100.00%	\$42.66	0.0	0%	\$0.00	52.0	100%	\$45.78	15.0	100%	\$44.78	0.0	0%	\$0.00

Local Public Agency

Highland, Illinois

County

Madison

Section Number

21-00073-00-PV

AVERAGE HOURLY PROJECT RATES
 Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	FINAL PLANS - ROAD			RIGHT OF WAY			CONSTRUCTION PHASE SERVICES			ADMINISTRATION / MANAGEMENT			QA/QC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	78.00	0			0						0			16	100.00%	78.00			
SR. PROFESSIONAL II	70.87	58	23.77%	16.85	8	18.18%	12.89				30	93.75%	66.44	0					
SR. PROFESSIONAL I	65.43	0			0						0			0					
PROFESSIONAL IV	60.20	0			0						0			0					
PROFESSIONAL III	55.77	0			0						0			0					
PROFESSIONAL II	47.04	0			20	45.45%	21.38				1	3.13%	1.47	0					
PROFESSIONAL I	38.26	186	76.23%	29.16	0						1	3.13%	1.20	0					
JUNIOR PROFESSIONAL	31.34	0			0						0			0					
TECHNICIAN III	48.68	0			0						0			0					
TECHNICIAN II	41.02	0			16	36.36%	14.91				0			0					
TECHNICIAN I	29.60	0			0						0			0					
TECHNICIAN	22.60	0			0						0			0					
TECHNICIAN INTERN	15.26	0			0						0			0					
TOTALS		244.0	100%	\$46.01	44.0	100%	\$49.18	0.0	0%	\$0.00	32.0	100%	\$69.11	16.0	100%	\$78.00	0.0	0%	\$0.00

FIRM: OATES ASSOCIATES, INC.
 ROUTE: Matter Drive
 CITY: Highland
 COUNTY: Madison
 JOB NO.: 221058
 PTB NO.: X

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TOTAL	SCOPE OF WORK
1.0 FIELD SURVEYS		6	16	32	60	114	Survey approx 1,400' of roadway (Matter, Executive cul-de-sac)
1.1 horizontal & vertical control		2	2		16	20	NAD 83 (2011) & NAVD 88, GPS derived
research control location / coordinates, elevations, closure route							
set control point monuments in field					4	4	est. 4 control points @ 1 hr each
set control point coordinates & elevations / GPS							
traverse between control points in field					4	4	
elevation loop between benchmarks in field					8	8	
office calculations / coordinates, elevations, closure		2	2			4	
1.2 topography		1	10		40	51	
locate existing utilities			2		4	6	contact JULIE, measure structure depths
topo / profile / cross sections (surface features)		1	2		24	27	est. 500' per day
drone survey			6		12	18	aerial ortho photo
supplemental field surveys							n/a
1.3 hydraulic survey							n/a
1.4 process survey data for CADD		2	2	32		36	CADD platform (AutoCAD / MicroStation)
draw existing topo		1	2	16		19	includes data collector processing
create & process TIN surface		1		8		9	
field review and edit topo & TIN				8		8	
1.5 staking		1	2		4	7	
set proposed centerline control points & ties							n/a
set / tie boring locations for soil surveys / foundations		1	2		4	7	
stake centerline for field check							n/a
locate utility conflict potholes							not included
2.0 INTERSECTION DESIGN STUDY							not included
3.0 PROJECT DEVELOPMENT REPORT		12		40		52	
3.1 preliminary forms & submittals		4		24		28	
review funding application							
initial coordination meeting data form							
environmental survey request		2		12		14	biological & cultural surveys only
environmental survey request - special waste		2		12		14	required for work on State ROW
pesa							to be negotiated later if required
psi							to be negotiated later if required
3.2 meetings							not included
3.3 permit		8		16		24	Coord with IDOT, prepare turning movement exhibits
3.4 analysis & text							not included
3.5 attachments & exhibits							not included
3.6 submittals							not included
4.0 UTILITY & RAILROAD COORDINATION		3		12		15	
4.1 utilities		3		12		15	
request type, size & location of existing facilities		1		4		5	send topo drawing to utilities

FIRM: OATES ASSOCIATES, INC.
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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TOTAL	SCOPE OF WORK
verify type, size & location of existing facilities		1		4		5	send preliminary plans to utilities
confirm conflicts & verify adjustment / relocation work		1		4		5	send pre-final plans & schedule to utilities
coordination meetings with utilities							
review utility adjustment / relocation plans from utilities							
utility agreements							
4.2 railroads							n/a
5.0 HYDRAULIC REPORT							n/a
6.0 BRIDGE CONDITION REPORT							n/a
7.0 GEOTECHNICAL REPORT		4		8		12	Coordination & review only. Report by Subconsultant.
7.1 roadway		4		8		12	
7.2 structural							n/a
8.0 TYPE SIZE & LOCATION PLANS							n/a
9.0 STRUCTURE PLANS							n/a
10.0 DRAINAGE		14		56		70	
10.1 storm sewer design		12		48		60	approx 1500' ss
storm sewer schematic layout		2		8		10	
drainage area computations		2		8		10	
inlet computations / type, size and layout		2		8		10	
storm sewer computations / type and size		2		8		10	
final storm sewer layout		4		16		20	
10.2 culvert design							n/a
10.3 ditch design		2		8		10	approx 300'
schematic ditch layout		1		1		2	
drainage area computations				1		1	
discharge computations				1		1	
compute ditch capacities				2		2	
propose ditch profile and layout		1		2		3	
ditch lining (velocity studies)				1		1	
11.0 PRELIMINARY PLANS - ROAD		41		130		171	
11.1 data collection/ criteria		3		6		9	
develop design criteria		1		2		3	
develop existing & proposed typical sections		2		4		6	1 ex and 1 prop
pavement cores							n/a
11.2 horizontal alignment		4		8		12	
set centerline location		2		4		6	
lay out pavement/ shoulders/ medians		2		4		6	

FIRM: OATES ASSOCIATES, INC.
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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TOTAL	SCOPE OF WORK
11.3 vertical alignment		4		8		12	
set centerline profile		2		4		6	
review storm sewers/ culverts/ ditches		1		2		3	
review utility conflicts		1		2		3	
develop preliminary earthwork							see 11.6
11.4 preliminary design development		10		40		50	
pavement analysis & design		1		4		5	traffic counts, pavt design by SCI
intersection / interchange geometrics design		4		16		20	US 40, south rd, enlargement of cul-de-sac
develop construction staging		2		8		10	
guardrail/ barriers requirements							n/a
signage/ pavement markings							n/a
utility relocation requirements		1		4		5	review utility conflicts
layout entrances		2		8		10	10 ent
s/w ramp layouts							n/a
11.5 preliminary plan development		12		36		48	4 shts @ 12 hrs ea
plan- alignment/ stationing/ curve data		1		4		5	
pavement/ shoulders/ medians/ curbs/ sidewalks		2		4		6	
intersections/ interchanges labeling		1		2		3	
intersection site distance							
entrances/ access roads labeling		2		4		6	
guardrail/ barriers							n/a
bridge approach pavement							n/a
construction limits		1		4		5	
right-of-way/ owners		1		4		5	
benchmarks/ control points		1		2		3	
profile- grades/ elevations/ curve data		1		2		3	
storm sewers/ culverts/ ditches labeling		2		10		12	
retaining walls							n/a
parking							n/a
structural plan coordination							n/a
11.6 preliminary cross-sections/ earthwork		4		20		24	approx 40 sects @ .5 hr ea
cut existing sections/ develop existing cross-section elevations		1		2		3	
proposed roadway templates		1		12		13	
end areas/ earthwork estimate		1		2		3	
plot & label ROW		1		4		5	
11.7 submittals		4		12		16	
preliminary alignment							n/a
preliminary plan		1		4		5	
pre-final plan (field check)		2		4		6	
cost estimate		1		4		5	
12.0 FINAL PLANS - ROAD		58		186		244	
12.1 cover sheet		4		8		12	
location map/ project limits		1		2		3	

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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TOTAL	SCOPE OF WORK
index of sheets		1		2		3	
standard drawings index		1		2		3	
general notes		1		2		3	
12.2 quantities		8		36		44	
pay items & code numbers		1		4		5	
pavement schedule & quantities		1		4		5	
entrances schedule & quantities		1		4		5	
storm sewer schedule & quantities		1		8		9	
pavement markings schedule & quantities							n/a
removals schedule & quantities		1		4		5	
earthwork schedule & quantities		1		4		5	
other schedules & quantities		1		4		5	
summary of quantity schedule		1		4		5	
12.3 typical sections		2		4		6	refine from preliminary
existing/ proposed typical sections - label pay-items/ thicknesses		1		2		3	
structural pavement design table		1		2		3	
12.4 construction detail sheets		4		10		14	
entrance details		1		4		5	
pavement details							n/a
s/w ramp details/ sheets							n/a
drainage structures		2		4		6	
paved ditch		1		2		3	n/a
guardrail/ barriers							n/a
survey tie points							n/a
12.5 intersection/ interchange sheets		8		16		24	US 40, south rd, cul-de-sac (2)
intersection/ interchange geometrics/elevations - checking/labeling		8		16		24	
pavement joint layouts							not included
ramp profiles/ superelevation tables							n/a
ramp terminal details							n/a
intersection/ interchange cross-section layout							n/a
12.6 maintenance of traffic		4		16		20	
develop construction staging		1		4		5	
staging notes		1		4		5	
staging details		1		4		5	
detour plans							n/a
traffic control plans		1		4		5	
12.7 traffic signal plans							n/a
12.8 specialty plan sheets		4		16		20	
pavement markings							n/a
signing plans							n/a
lighting plans							n/a
erosion control		2		8		10	
SWPPP		2		8		10	disturbance over 1.0 Ac

FIRM: OATES ASSOCIATES, INC.
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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TOTAL	SCOPE OF WORK
12.9 road plan/profile sheets		4		12		16	4 shts @ 4 hrs ea
plan- alignment/ stationing/ curve data		1		2		3	
pavement/ shoulders/ medians				4		4	
intersections/ interchanges		1		2		3	
entrances/ access roads		1		2		3	
guardrail/ barriers							n/a
storm sewers/ culverts/ ditches							n/a
construction limits		1		2		3	
cross-references							n/a
12.10 cross sections		4		16		20	approx 40 sects @ .5 hr ea
hand edits		1		6		7	
proposed ditches/ culverts/ storm sewer		1		4		5	
proposed ROW limits		1		4		5	
earthwork end areas		1		2		3	
matchlines/ cross-references							
12.11 contract documents		11		32		43	
check sheets		1		4		5	
supplemental specifications		1		2		3	
interim special provisions (ISP)		1		2		3	
special provisions		4		16		20	
estimate of time		2		4		6	
estimate of cost		2		4		6	
12.12 bidding documents (local letting only)							IDOT Letting
12.13 final PS&E submittal		5		20		25	
plot and assemble final plans		1		4		5	
copy and review final CADD files							not included
copy and assemble computations		1		4		5	
copy and assemble contract documents		1		4		5	
final submittal and close-out		1		4		5	
obtaining signatures		1		4		5	
13.0 RIGHT OF WAY		8	20		16	44	
13.1 survey		8	20		16	44	
research record information		2	4			6	
review title reports							n/a
review locations in field / set survey limits		1	2			3	
locate and tie existing monumentation					16	16	
reconcile monumentation with record information		2	6			8	
establish existing ROW & property lines		3	8			11	
13.2 documents							n/a, to be negotiated later if required
13.3 submittals							n/a, include on plan sheets
13.4 negotiations / acquisitions							n/a, to be negotiated later if required

FIRM: OATES ASSOCIATES, INC.
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ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. II	PROF. I	TECH. II	TOTAL	SCOPE OF WORK
14.0 CONSTRUCTION PHASE SERVICES							to be negotiated later.
15.0 ADMINISTRATION / MANAGEMENT		30	1	1		32	
		30	1	1		32	
scope of work reviews		4				4	
scheduling		4				4	
budget control		6				6	
manpower planning		4				4	
project team meetings (including start-up meeting)		2	1	1		4	
contract administration		4				4	
billings		6				6	
16.0 QA/QC		16				16	
16.1 QA/ QC plan							adapt company plan to project
16.2 submittal reviews		16				16	
geotechnical reports							n/a
drainage reports							n/a
structure reports / TS&L drawings							n/a
preliminary structure plans							n/a
preliminary road plans		4				4	
pre-final plans		4				4	
final plans		4				4	
final documents		4				4	
16.3 quality reviews							



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

May 21, 2021

Mr. Steve Keil, P.E., PLS
Oates Associates
100 Lanter Court, Suite 1
Collinsville, Illinois 62234

RE: Proposal for Geotechnical Exploration
Matter Drive Reconstruction
Highland, Illinois
SCI No. 2021-0604.10

Dear Mr. Keil:

SCI Engineering, Inc. (SCI) is providing this proposal for a geotechnical exploration for the above project. The purpose of our geotechnical services will be to explore the subsurface conditions and develop design and construction recommendations for the planned improvements and earth-related phases of the project.

PROJECT DESCRIPTION

SCI understands the City of Highland is reconstructing Matter Drive and enlarging the cul-de-sac at the end of Executive Drive in Highland, Illinois. The existing pavement has failed and needs to be replaced, and one of the manufacturers is expanding their operations. Ground water or moisture may have contributed to the pavement failure.

GEOTECHNICAL SERVICES

SCI will locate the borings in the field, by measuring from existing site and topographic features; and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us. If more accurate data is required, we recommend that you survey the boring locations and provide surface elevations. SCI anticipated performing the borings in parking areas, outside of travel lanes. As such, SCI anticipates providing signs and cones for limited traffic control.

We will then explore the subsurface conditions by drilling a total of six borings to a nominal depth of 10 feet, unless auger refusal terminates drilling at a shallower depth. The borings will be sampled with Standard Penetration Tests (SPTs) at 2½-foot intervals to the termination depth. The boreholes will be backfilled with soil cuttings, fill sand, and capped with asphalt patch.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. A Rimac apparatus will be used to perform unconfined compressive strengths of SPT samples in the field. These values, which provide strength data, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification. The results of the field exploration and laboratory testing will be analyzed by our geotechnical engineer. Our findings, along with supporting data, will be presented in a formal letter report, which will address each of the following:

- General location, description, and disposition of existing fill materials, if encountered.
- Pavement subgrade recommendations and pavement design
- Influence of groundwater and/or bedrock, if encountered, on design and construction.

COST AND SCHEDULE

SCI will provide the above geotechnical services for the lump sum fee of **\$6,375.00**. We understand that no traffic control related permitting will be required. We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start testing the site, weather permitting, about seven to ten business days thereafter. We anticipate that the exploration will be completed in one day; however, we cannot mobilize the drill rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately two to three weeks following the field exploration; however, verbal findings should be available within a few days after completion of the drilling.

CONDITIONS

- The above fee is based on a maximum of 60 feet of soil testing. If the encountered subsurface conditions indicate that more than the planned total of soil testing would be beneficial, and you authorize additional exploration, it would be provided for \$24.00 per foot.
- No costs associated with union labor or permits are included in this proposal.
- This fee includes limited traffic control measures. If more effort is required for traffic control, including flaggers and lane closures, this effort will be billed at a time and material basis.
- Our fee, which is valid for up to 90 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig.
- We routinely contact the JULIE One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to testing.

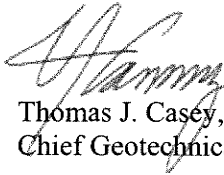
CLIENT RESPONSIBILITIES AND AUTHORIZATION

Please provide formal authorization for this project by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; if you would like to discuss the above scope or schedule in any way; or if you would like us to address environmental services, archaeological or wetlands issues, or construction testing and observation.

Respectfully,

SCI ENGINEERING, INC.



Thomas J. Casey, P.E.
Chief Geotechnical Engineer

TJC/tlw

Enclosures

Acceptance of Proposal for Professional Services
General Terms and Conditions



SCI ENGINEERING, INC.

650 Pierce Boulevard
O'Fallon, Illinois 62269
618-624-6969

www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Matter Drive Reconstruction – Geotechnical Exploration

Project Number: 2021-0604.10 / TJC

Date: May 21, 2021

Fee: Lump-sum fee of \$6,375.00 as detailed in the referenced proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

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



SCI ENGINEERING, INC.

130 Point West Boulevard

St. Charles, Missouri 63301

636-949-8200

www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. ~~The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities.~~ If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, ~~and to defend, indemnify and hold SCI harmless~~ from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence.

At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be in conflict with this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. ~~As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.~~

9. CONTAMINATION OF AN AQUIFER

~~Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.~~

10. SITE SAFETY With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. ENVIRONMENTAL SITE ASSESSMENT An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

15. FAILURE TO FOLLOW RECOMMENDATIONS

SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

16. ALTERATION OF INSTRUMENTS OF SERVICE

Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

17. MOLD DISCLAIMER

The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

18. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

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

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. **THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.**

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.*

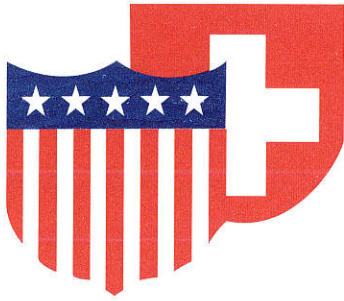
Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



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City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: May 28, 2021
SUBJECT: Matter Drive Reconstruction
Recommendation for Approval of Preliminary Engineering Services

RECOMMENDATION

I recommend that you request council approval of a preliminary engineering services agreement with Oates Associates for the above referenced project for an estimated not to exceed \$113,606.00.

DISCUSSION

The project is the reconstruction of Matter Drive and additional pavement at the Executive Drive cul-de-sac. We were successful in receiving economic development grant funds from the state of Illinois in conjunction with the Trouw plant expansion. Matter Drive is severely deteriorated and its upgrade will benefit not just Trouw, but several businesses on that street.

The services include the design, field surveys, project development report, geotechnical report, preconstruction meeting, and environmental reporting. Our resident engineer will oversee the project construction and management.

FISCAL IMPACT

This project will utilize REBUILD Illinois funds in the Motor Fuel Tax account.

CONCURRENCE

Recommended by: _____
Joe Gillespie
Joe Gillespie, Director of Public Works

Approved by: _____
Christopher Conrad
Christopher Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
AUTHORIZING PURCHASE OF FITNESS EQUIPMENT 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 Foremost Fitness Group LLC (“Foremost”) for the purchase of fitness equipment for the City Public Safety Building (“PSB”); and

WHEREAS, the City Manager has informed City Council that needed fitness equipment has been determined for the PSB, and price quotes have been obtained from: 1) Direct Fitness Solutions; 2) Foremost; and 3) Advanced Exercise; and

WHEREAS, the City Manager has informed City Council that City focused on the aforementioned three vendors because they specialize in commercial fitness equipment sales and also offer purchasing consortium pricing; and

WHEREAS, the City Manager has informed City Council that each of the aforementioned three vendors provided proposed designs and layouts and a per piece quote for the equipment, and City determined a “low bid” price; and

WHEREAS, the City Manager has informed City Council that, Foremost’s price quote was approximately \$2,800.00 less than Direct Fitness Solutions, and \$8,000.00 less than Advanced Exercise; and

WHEREAS, the City Manager has informed City Council that Foremost has submitted a price quote of \$47,049.00 for the fitness equipment needed for the PSB (*See* Foremost Quote attached hereto as **Exhibit A**); and

WHEREAS, the City Manager has informed the City Council that the budgeted amount for fitness equipment at the PSB was \$35,000-\$50,000, and total pricing for the fitness equipment from Foremost is within budget expectations for furnishing the PSB (*See* **Exhibit A**); and

WHEREAS, the City Manager has recommended City waive the competitive bidding requirement and purchase fitness equipment from Foremost for \$47,049.00, and according to the Foremost Quote (**Exhibit A**); and

WHEREAS, City finds the Foremost Quote (**Exhibit A**) from Foremost to be fair and reasonable, and City has determined the Foremost Quote (**Exhibit A**) from Foremost 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 fitness equipment from Foremost for \$47,049.00, and according to the Foremost 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 fitness equipment from Foremost for \$47,049.00, and according to the Foremost 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 fitness equipment from Foremost for \$47,049.00, and according to the Foremost 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



FOREMOST FITNESS GROUP, LLC
 1122 Spring Lilly Court
 High Ridge, MO 63049

Number AAAQ2768

Date May 14, 2021

Sold To
Public Safety Building - City of Highland
1115 Broadway Highland, IL 62249
Phone
Email

Ship To
Public Safety Building - City of Highland
1115 Broadway Highland, IL 62249
Phone
Email

Hanna Jackson
 P: 314-704-9768
 F: 314-689-0021
 Hanna@foremostfitnessgroup.com

Salesperson		P.O. Number	Ship Via	Terms	
Hanna				NET 30	
Line	Qty	Description	Unit List	Unit Price	Ext. Price
1		<i>TRUE Fitness Cardiovascular Units</i>			
2	2	TRUE Treadmill 2 Window Emerge C650T	\$9,565.00	\$5,499.00	\$10,998.00
3	1	TRUE Elliptical 2 Window Emerge C900E	\$8,435.00	\$4,699.00	\$4,699.00
4	1	TRUE Upright Bike 2 Window Emerge C900U	\$4,165.00	\$2,299.00	\$2,299.00
5		SubTotal			\$17,996.00
6					
7		<i>TRUE Fitness Strength Units</i>			
8	2	Flat/Incline/Decline Bench - XFW7500	\$930.00	\$750.00	\$1,500.00
9	1	Functional Trainer - SM1000	\$3,840.00	\$2,799.00	\$2,799.00
10	1	Flat Bench - XFW7000	\$570.00	\$425.00	\$425.00
11	1	Leg Extension/Leg Curl - Heavy Stack	\$3,730.00	\$2,799.00	\$2,799.00
12	1	Preacher Curl - XFW5000	\$960.00	\$625.00	\$625.00
13		SubTotal			\$8,148.00
14					
15		<i>TKO Strength Equipment</i>			
16	1	4 Stack Cable MJ - 7031	\$9,900.00	\$8,699.00	\$8,699.00
17	1	3 Tier Horizontal Mega Rack -891HDR	\$1,749.00	\$1,350.00	\$1,350.00
18		SubTotal			\$10,049.00

THE UNDERSIGNED AGREES TO PURCHASE THE FOLLOWING PRODUCTS FROM FOREMOST FITNESS GROUP, LLC, FOR THE PRICE INDICATED AND ON THE TERMS AND CONDITIONS SET FORTH HEREIN. FOREMOST FITNESS GROUP, LLC RESERVES THE RIGHT TO CANCEL THIS ORDER AND GIVE CUSTOMER A FULL REFUND IN THE EVENT PRICES CHANGE. PRICES ABOVE ARE BASED ON TOTAL PACKAGE PURCHASE. FOREMOST FITNESS GROUP, LLC MAKES NO WARRANTY REGARDING HARDWARE, COMPUTER COMPONENTS, OR ANY OTHER COMPONENTS OF MERCHANDISE ORDERED, EXCEPT SUCH AS IS GIVEN BY THE MANUFACTURER. TH UNDERSIGNED DISCLAIMS AND WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OF PURPOSE. FOREMOST FITNESS GROUP, LLC MAKES NO WARRANTY EXPRESSED OR IMPLIED. THE UNDERSIGNED ACKNOWLEDGES FOREMOST FITNESS GROUP, LLC SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE PRODUCT OR SERVICES PURCHASED, OR AGREED TO BE FURNISHED, HEREUNDER. IN THE EVENT THIS ORDER IS CANCELLED CUSTOMER SHALL BE ENTITLED TO A REFUND OF ANY PAYMENT MADE PURSUANT TO THIS CONTRACT PROVIDED 1) THE GOODS HAVE NOT BEEN DELIVERED TO CUSTOMER'S SITE/PLACE OF BUSINESS AND 2) FOREMOST FITNESS GROUP, LLC WILL RETAIN A 25% RESTOCKING FEE BASED UPON THE TOTAL PURCHASE PRICE (EXCLUDING SALES TAX) AND TOGETHER WITH ANY SHIPPING CHARGES ACTUALLY PAID BY FOREMOST FITNESS GROUP, LLC. \$25 FEE FOR RETURNED CHECKS. 50% DEPOSIT/50% DUE UPON DELIVERY. CLIENT IS RESPONSIBLE FOR JOB SITE CONDITION, ENSURING FACILITY IS CLEAN AND READY FOR INSTALLATION (INCLUDING PROPER POWER SUPPLY, CABLING, AV REQUIREMENTS, FLOORING) RETURN TRIPS MAY RESULT IN ADDITIONAL FEES.



Line	Qty	Description	Unit List	Unit Price	Ext. Price
19					
20		<i>Body Solid Strength Equipment</i>			
21	1	Series 7 Smith Machine - GS348Q	\$2,588.00	\$1,993.00	\$1,993.00
22	1	Leg Press and Hack Squat - GLPH1100	\$2,454.00	\$1,892.00	\$1,892.00
23	2	Muscle Clamps - Pairs	\$75.00	\$55.00	\$110.00
24	1	Rubber Hex Dumbbells 5-75lb Set	\$3,100.00	\$2,650.00	\$2,650.00
25	4	5lb Rubber Grip Olympic Plate	\$12.00	\$10.00	\$40.00
26	4	10lb Rubber Grip Olympic Plate	\$23.00	\$20.00	\$80.00
27	4	25lb Rubber Grip Olympic Plate	\$60.00	\$50.00	\$200.00
28	4	35lb Rubber Grip Olympic Plate	\$82.00	\$69.00	\$276.00
29	16	45lb Rubber Grip Olympic Plate	\$109.00	\$95.00	\$1,520.00
30	1	47" Olympic Curl Bar - Black - OB47B	\$120.00	\$99.00	\$99.00
31	2	Lock Jaw Hex Collars - BSTLJXH	\$42.00	\$28.00	\$56.00
32	1	45lb Olympic Bar - 1500lb Test - OB86Chicago	\$610.00	\$465.00	\$465.00
33	1	6 Foot Lightweight Olympic Bar - OB72A15	\$305.00	\$225.00	\$225.00
34		SubTotal			\$9,606.00
35					
36					
37		<i>Mirrors</i>			
38	2	6' x 8' Mirrors	\$625.00	\$625.00	\$1,250.00
39		SubTotal			\$1,250.00
40					
41		<i>Concept 2 Cardiovascular Equipment</i>			
42	1	Model D Indoor Rower with PM5 (black) (FREE)	\$900.00	\$0.00	\$0.00
43					
44	1	Freight and Installation (FREE)	\$0.00	\$0.00	\$0.00

SubTotal	\$47,049.00
Tax	\$0.00
Shipping	\$0.00
Total	\$47,049.00

Quote Expires in 30 days.

There is a 3% additional charge for all credit card transactions.

Remit payment to: Foremost Fitness Group LLC
1122 Spring Lilly Court
High Ridge, MO 63049

Company Name _____

Signature and Title _____

Date _____

THE UNDERSIGNED AGREES TO PURCHASE THE FOLLOWING PRODUCTS FROM FOREMOST FITNESS GROUP, LLC, FOR THE PRICE INDICATED AND ON THE TERMS AND CONDITIONS SET FORTH HEREIN. FOREMOST FITNESS GROUP, LLC RESERVES THE RIGHT TO CANCEL THIS ORDER AND GIVE CUSTOMER A FULL REFUND IN THE EVENT PRICES CHANGE. PRICES ABOVE ARE BASED ON TOTAL PACKAGE PURCHASE. FOREMOST FITNESS GROUP, LLC MAKES NO WARRANTY REGARDING HARDWARE, COMPUTER COMPONENTS, OR ANY OTHER COMPONENTS OF MERCHANDISE ORDERED, EXCEPT SUCH AS IS GIVEN BY THE MANUFACTURER. TH UNDERSIGNED DISCLAIMS AND WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OF PURPOSE. FOREMOST FITNESS GROUP, LLC MAKES NO WARRANTY EXPRESSED OR IMPLIED. THE UNDERSIGNED ACKNOWLEDGES FOREMOST FITNESS GROUP, LLC SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE PRODUCT OR SERVICES PURCHASED, OR AGREED TO BE FURNISHED, HEREUNDER. IN THE EVENT THIS ORDER IS CANCELLED CUSTOMER SHALL BE ENTITLED TO A REFUND OF ANY PAYMENT MADE PURSUANT TO THIS CONTRACT PROVIDED 1) THE GOODS HAVE NOT BEEN DELIVERED TO CUSTOMER'S SITE/PLACE OF BUSINESS AND 2) FOREMOST FITNESS GROUP, LLC WILL RETAIN A 25% RESTOCKING FEE BASED UPON THE TOTAL PURCHASE PRICE (EXCLUDING SALES TAX) AND TOGETHER WITH ANY SHIPPING CHARGES ACTUALLY PAID BY FOREMOST FITNESS GROUP, LLC. \$25 FEE FOR RETURNED CHECKS. 50% DEPOSIT/50% DUE UPON DELIVERY. CLIENT IS RESPONSIBLE FOR JOB SITE CONDITION, ENSURING FACILITY IS CLEAN AND READY FOR INSTALLATION (INCLUDING PROPER POWER SUPPLY, CABLING, AV REQUIREMENTS, FLOORING) RETURN TRIPS MAY RESULT IN ADDITIONAL FEES.





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

To: Honorable Mayor Hemann and City Council
From: Chris Conrad-City Manager
Date: June 1, 2021
Re: Training and Exercise equipment for the Public Safety Building

I am submitting for your approval a request to waive customary purchasing practices and award a sole source bid to Foremost Fitness Group in the amount of \$47,049.00 to outfit the exercise and training room of the new Public Safety Building.

Discussion: High stress shiftwork is not conducive to healthy living and takes a terrible toll of the health and wellbeing of our first responders. In 2013, the National Institute of Health released a study that showed the average police officer who spends 20+ years on the job has a lifespan of 57 years, about 22 years less than the rest of the population. The average career of an EMS worker is less than 5 years, so information on the average lifespan of EMS workers is difficult to study. With that in mind, we have focused on providing our first responders with the means to take better care of their health both mentally and physically through exercise, weight training, yoga for first responders and defensive tactics training. All of these efforts teach officers to handle the mental and physical rigors of their jobs and hopefully resulting in more productive and longer lives outside of work.

In searching for vendors for the right equipment of the quality that will not require constant maintenance, we started by talking to our KRC staff about various brands and vendors. Director Rosen's staff was extremely helpful in advising us of the various levels of quality and service. We focused on three vendors who specialize in commercial fitness equipment sales and also offer purchasing consortium pricing. The three vendors were Direct Fitness Solutions; Foremost Fitness Group and Advanced Exercise. We had



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

each of the vendors provide proposed designs and layouts and a per piece quote for the equipment. We then matched the per equipment prices to determine a “low bid” price since we had the option of buying equipment ala carte. Foremost Fitness Group was about \$2,800.00 less than Direct Fitness Solutions and \$8,000.00 less than Advanced Exercise.

Based on this information, we then negotiated the exact design and layout of the room to best suit the needs of the employees and provide the broadest options possible and settled on the quote before you for \$47,049.00. For discussion, we also requested the Sourcewell pricing for the same equipment and that came in at \$52,930.30. It is not uncommon for a vendor to be able to beat Sourcewell pricing depending upon availability and delivery dates.

Budget Impact: The exercise equipment was an anticipated expense of the project when we determined the overall budget for the Public Safety Building project. In our research we found starting from scratch costs for similar rooms to require a budget between \$35,000-\$50,000, so while this is on the higher end of the expected costs, it is still within the overall budget of the project. We have been told by both the vendor and our own KRC staff that this equipment should have a minimum of a 20-year lifespan with proper maintenance, which puts this investment in our employees at around \$2352.45 a year.

We had originally intended upon waiting until we were closer to the end of construction to authorize this purchase, but pricing on this equipment has escalated since our initial quotes and inquiries. Foremost Fitness has agreed to honor this quote through the month of June, which is why we are bringing this to council now.

We therefore respectfully request the council to waive the customary bidding practices and award the contract to Foremost Fitness Group in the amount of \$47,049.00.

RESOLUTION NO. _____

A RESOLUTION APPROVING OWNER CHANGE ORDER NUMBER SEVEN FOR THE HIGHLAND PUBLIC SAFETY BUILDING, TO PROVIDE VARIOUS EQUIPMENT AND MATERIAL UPGRADES AS PART OF THE OWNER CONTINGENCY

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

WHEREAS, City has determined there are equipment and material upgrades needed at the newly constructed City Public Safety Building (“PSB”), including:

1. Changes to the PSB evidence room, including flooring to match surrounding areas and to increase the physical security of the room to meet the highest accreditation standards;
2. Addition of a larger hydrant in the apparatus bay for the Fire Department;
3. Changes to the turnout gear lockers for the Fire Department which have been moved to the apparatus bay at their request;
4. Hard wiring the PSB door entry ADA posts rather than having them battery powered;

(“Owner Change Order Number Seven (7)”); and

WHEREAS, City has determined Owner Change Order Number Seven (7), comprised of the aforementioned requests, will add \$0 in additional costs to the PSB Project because it will be paid from the Owner Contingency portion of the original Contract (*See Exhibit A*); and

WHEREAS, City has determined 12% of the original contract price was budgeted for furniture, fixtures, equipment (“FFE”) and unexpected contingencies, so City is still well within the budget for the PSB; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Owner Change Order Number Seven (7) (**Exhibit A**); and

WHEREAS, City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents required to approve Owner Change Order Number Seven (7).

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 Owner Change Order Number Seven (7) **(Exhibit A)**.

Section 3. City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents necessary to give force and effect to Owner Change Order Number Seven (7) **(Exhibit A)**.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the 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

City of Highland
 1115 Broadway
 Highland, IL 62249

Change Order
NO. OCO 007

Title: Owner Change Order #007 **Issue Date :** 04/27/21
Project: Highland Public Safety Building **Job:** 0120061.00
To (Contractor): S. M. Wilson & Co. **Contract Number:** 0120061.00 Highland Public Safety Building
 2185 Hampton Ave.
 St. Louis, MO 63139

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

PCO	Description	Amount
036	Eliminated Casework and Countertops	0.00
040	RFI 037 - Question 04 - Evidence Storage Flooring	0.00
060	Security Mesh and Additional Gyp Board	0.00
062	Turnout Gear Locker Changes	0.00
063	Garage - Break Metal	0.00
064	Water Hydrant - Apparatus Bay	0.00
067	Type DA Fixture Change	0.00
076	Bathroom Partitions	0.00
077	Box Around Sprinkler Pipe	0.00
078	ADA Push Button Posts	0.00
081	Dryer Vent - Laundry 107	0.00
083	Power Supplies - No Longer Required	0.00
085	RTUs - Relocate Two Disconnects	0.00
Total For Change Order:		0.00

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

The original Contract Sum was	6,599,036.00
The net change by previously authorized Change Orders was	54,990.82
The Contract Sum prior to this Change Order was	6,654,026.82
The Contract Sum will be increased by this Change Order	0.00
The new Contract Sum will be	6,654,026.82

The Contract Time will be unchanged

Accepted By Contractor:

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

By: Kerry Lorts
Date: 5/27/2021

Authorized By Owner:

City of Highland
 1115 Broadway
 Highland, IL 62249

By: Chris Conrad
Date: 5/28/2021



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 036

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Eliminated Casework and Countertops	DATE:	March 12, 2021

This change order request is associated with eliminating the casework and countertop located on the south wall of room 151, and the eliminating the L shaped countertop in room 163.

Description	Net Amount
MPM Industries	
This deductive change order is associated with the costs to eliminate the solid surface L-shaped countertop located in room 163 and the solid surface countertop located on the south wall in room 151. All pricing per MPM Industries proposal dated 02/18/21.	(4,277.00)
AME Constructors	
This deductive change order is associated with the labor costs to install the casework and countertop located in room 151, and the L shaped countertop located in room 163. All pricing per AME's proposal dated 02/19/21.	(1,325.00)
VWR International	
This deductive change order is associated with the costs to eliminated the casework located on the south wall of room 151. All pricing per VWR's proposal dated 03/11/21.	(2,300.00)
Owner Contingency	
Credit to be credited back to Owner Contingency.	7,902.00
Subtotal:	\$0.00
:	
Total Cost:	\$0.00

- NOTES:
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 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 036

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Eliminated Casework and Countertops	DATE:	March 12, 2021

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

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

3/15/2021

3/15/2021

03/12/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 040

TO: City of Highland
 1115 Broadway
 P.O. Box 218
 Highland IL 62249

JOB #: 0120061.00

ATTN: Christopher Conrad

JOB NAME: Highland Public Safety Building

RE: RFI 037 - Question 04 - Evidence Storage Flooring

DATE: May 12, 2021

This change order request is associated with the additional costs per RFI 037 - Question 04. Reference question below. Per additional conversation with the City of Highland, it has been decided that the flooring in Evidence Storage 164 will remain LVT, and the flooring in Evidence Processing 165 will change from Epoxy Flooring to LVT. That means all the flooring in rooms 163, 164, and 165 will all be the same, LVT.

Description	Net Amount
Missouri Terrazzo	
This deductive change order is associated with the credit to eliminate the Epoxy Flooring located in Evidence Processing Room 165.	(1,346.00)
Owners Contingency	
Credit will be credited back to owner contingency.	1,346.00
Subtotal:	\$0.00
:	
Total Cost:	\$0.00

- NOTES:
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 3. Extension of time necessary for this change is 0 calendar days.

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

City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
5/18/2021	5/14/2021	05/12/21
_____ Date	_____ Date	_____ Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 060

TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249 ATTN: Christopher Conrad RE: Security Mesh and Additional Gyp Board	JOB #: 0120061.00 JOB NAME: Highland Public Safety Building DATE: April 22, 2021
---	---

This change order request is associated with the costs to add an additional layer of 5/8" gyp board on the interior side of the Evidence Storage Room 164. Also included are the costs to install security mesh above the ceiling in the Evidence Storage Room.

The gyp board will be installed up to the underside of the roof trusses, where the security mesh will be secured directly to the underside of the roof trusses.

Description	Net Amount
Von Alst Construction	
This change order is associated with the costs to add an additional layer of gyp board on the interior side of the Evidence Storage Room, and to install security mesh to the underside of the trusses, above the ceiling in the Evidence Storage Room.	6,255.00
Owner Contingency	
Using Owner Contingency to Cover Additional Costs	(6,675.23)
Subtotal:	\$(420.23)
Performance & Payment Bond:	\$40.72
General Liability:	\$66.76
Overhead and Profit:	\$312.75
Total Cost:	\$0.00

- NOTES:
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2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 060

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Security Mesh and Additional Gyp Board	DATE:	April 22, 2021

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

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

[Signature]

Authorized Signature

Authorized Signature

Authorized Signature

5/3/2021

4/28/2021

04/22/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 062

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Turnout Gear Locker Changes	DATE:	April 27, 2021

This change order is associated with eliminating the doors and power bar rails from the turnout gear lockers, combining all three (3) banks of lockers into one (1) single bank, and adding four(4) lockers which gives a total of twenty (20) lockers.

Description	Net Amount
GearGrid	
This change order is associated with combining the 3 banks of lockers into one bank and adding four lockers, making one bank of twenty, removing all the doors from the lockers and removing all the power bar rails. All other accessories to remain, added accessories are included in the additional four lockers.	(2,242.00)
Bradford Systems	
This change order is associated with the additional costs to install four more turnout gear lockers. There is now a total of twenty turnout gear lockers.	800.00
Owner Contingency	
Credit to be credited back to Owner Contingency.	1,442.00
Subtotal:	\$0.00
:	
Total Cost:	\$0.00

- NOTES:
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City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

[Signature]

Authorized Signature

Authorized Signature

Authorized Signature

5/3/2021

4/28/2021

04/27/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
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 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 063

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Garage - Break Metal	DATE:	May 20, 2021

This change order is associated with the costs to furnish and install a break metal angle in the Garage. This angle is to be used to prevent exhaust from making its way from the Garage space into the building attic space.

Break Metal - Angle run the entire length of Garage wall. Used to seal gap between top of wall and metal deck. Roughly 97 LF of angle required.

Expandable Foam - Fire rated expandable foam to fill in the back side of the angle to help prevent transfer of exhaust.

Description	Net Amount
Joiner Roofing	
This change order is associated with the additional costs to provide the break metal in the Garage.	976.00
Expandable Foam Costs	
This change order is associated with the additional costs to furnish and install the expandable foam.	300.00
Owner Contingency	
Using owner contingency to cover the additional costs.	(1,361.71)
Subtotal:	\$(85.71)
Performance & Payment Bond:	\$8.30
General Liability:	\$13.61
Overhead and Profit:	\$63.80
Total Cost:	\$0.00

NOTES: 1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
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 3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 063

TO: City of Highland
1115 Broadway
P.O. Box 218
Highland IL 62249

JOB #: 0120061.00

JOB NAME: Highland Public Safety
Building

ATTN: Christopher Conrad

DATE: May 20, 2021

RE: Garage - Break Metal

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

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

5/27/2021

5/24/2021

05/20/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 064




TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Water Hydrant - Apparatus Bay	DATE:	April 27, 2021

This change order request is associated with the additional costs to add a 1-1/2" water hydrant in the Apparatus Bay.

Description	Net Amount
Bergmann-Roscow	
This change order is associated with the costs to install a 1-1/2" RPZ with a gate valve in the Apparatus Bay.	1,900.00
Owner Contingency	
Using the owners allowance to cover the additional costs.	(2,027.64)
Subtotal:	\$(127.64)
Performance & Payment Bond:	\$12.37
General Liability:	\$20.27
Overhead and Profit:	\$95.00
Total Cost:	\$0.00

- NOTES:
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 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.

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

City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
5/3/2021	4/28/2021	04/27/21
_____ Date	_____ Date	_____ Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 067

TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #: 0120061.00
ATTN: Christopher Conrad	JOB NAME: Highland Public Safety Building
RE: Type DA Fixture Change	DATE: May 12, 2021

This change order request is associated with the costs to furnish 24 replacement type DA light fixtures. Also included is the credit for 6 original type DA fixtures. The other 18 DA fixtures were credited back in COR 032.

Description	Net Amount
MC Electric	
This change order is associated with the additional costs to furnish 24 revised type DA fixtures, and credit back 6 original type DA fixtures.	755.41
Owner Contingency	
Using Owner Contingency to cover additional costs.	(806.16)
Subtotal:	\$(50.75)
Performance & Payment Bond:	\$4.92
General Liability:	\$8.06
Overhead and Profit:	\$37.77
Total Cost:	\$0.00

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
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City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
5/18/2021	5/14/2021	05/12/21
_____ Date	_____ Date	_____ Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
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CHANGE ORDER REQUEST
No. 076

<p>TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249</p> <p>ATTN: Christopher Conrad</p> <p>RE: Bathroom Partitions</p>	<p>JOB #: 0120061.00</p> <p>JOB NAME: Highland Public Safety Building</p> <p>DATE: May 12, 2021</p>
---	--

This change order request is associated with the additional costs to furnish and install the added toilet partition located in the men's restroom 147. Figured into the additional costs are the credits for the urinal screen no longer required.

Per drawing revision dated 01/15/21, a urinal in men's bathroom 147 was replaced with a standard toilet.

Description	Net Amount
Commerical Bath - Materials	
This change order is associated with the additional costs to furnish the added toilet partition in Men's 147.	700.00
AME - Labor	
This change order is associated with the additional costs to install the toilet partition in Men's 147.	300.00
Owner Contingency	
Using Owner Contingency to cover additional costs.	(1,067.16)
Subtotal:	
\$(67.16)	
Performance & Payment Bond:	
\$6.50	
General Liability:	
\$10.66	
Overhead and Profit:	
\$50.00	
Total Cost:	
\$0.00	

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
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CHANGE ORDER REQUEST
No. 076

TO: City of Highland
1115 Broadway
P.O. Box 218
Highland IL 62249

JOB #: 0120061.00

JOB NAME: Highland Public Safety
Building

ATTN: Christopher Conrad

DATE: May 12, 2021

RE: Bathroom Partitions

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

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

5/18/2021

5/14/2021

05/12/21

Date

Date

Date



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CHANGE ORDER REQUEST
No. 077

TO: City of Highland
 1115 Broadway
 P.O. Box 218
 Highland IL 62249

JOB #: 0120061.00

ATTN: Christopher Conrad

JOB NAME: Highland Public Safety Building

RE: Box Around Sprinkler Pipe


DATE: May 12, 2021

This change order request is associated with the additional costs to frame and drywall around the exposed sprinkler pipe located near door 68.

Description	Net Amount
Von Alst	
This change order is associated with the additional costs to box around the sprinkler main located outside of door 68.	212.00
Owner Contingency	
Using Owner Contingency to Cover Additional Costs.	(226.24)
Subtotal:	\$(14.24)
Performance & Payment Bond:	\$1.38
General Liability:	\$2.26
Overhead and Profit:	\$10.60
Total Cost:	\$0.00

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

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

City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
5/18/2021	5/18/2021	05/12/21
_____ Date	_____ Date	_____ Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 078


TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #: 0120061.00
ATTN: Christopher Conrad	JOB NAME: Highland Public Safety Building
RE: ADA Push Button Posts	DATE: May 12, 2021

This change order request is associated with the additional costs to furnish and install the two (2) ADA push button bollards located at the front entrance of the building.

Description	Net Amount
MPM	
This change order is associated with the costs to furnish two (2) ADA push button bollards required at the front entrance of the building.	932.00
AME	
This change order is associated with the costs to install the two (2) ADA push button bollards required at the front entrance of the building.	200.00
Owner Contingency	
Using Owner Contingency to cover the additional costs.	(1,208.05)
	Subtotal: \$(76.05)
	Performance & Payment Bond: \$7.37
	General Liability: \$12.08
	Overhead and Profit: \$56.60
	Total Cost: \$0.00

- NOTES:
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City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
Authorized Signature	Authorized Signature	Authorized Signature
5/18/2021	5/14/2021	05/12/21
Date	Date	Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
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CHANGE ORDER REQUEST
No. 081

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Dryer Vent - Laundry 107	DATE:	May 17, 2021

This change order request is associated with the additional costs to furnish and install a dryer vent in Laundry Room 107.

HVAC - Furnish and install dryer vent. Vent required to be surfaced mounted due to vent size and size of wall.
 Roofer - Cut opening in existing roofing and patch around dryer vent.
 Blocking - Furnish and install wood blocking curb for roof exhaust assembly.

Description	Net Amount
Joiner Sheet Metal and Roofing This change order is associated with the costs to cut in and patch the roofing where the dryer vent penetration is required.	300.00
Langhauser Sheet Metal This change order is associated with the costs to furnish and install the dryer vent required in Laundry Room 107.	550.00
AME Construction This change order is associated with the costs to furnish and install the wood blocking needed where the dryer vent penetrates the roof deck and membrane.	320.00
Owner Contingency Using owner contingency to cover additional costs.	(1,248.59)
Subtotal:	\$(78.59)
Performance & Payment Bond:	\$7.61
General Liability:	\$12.48
Overhead and Profit:	\$58.50
Total Cost:	\$0.00

NOTES:

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3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 081

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Dryer Vent - Laundry 107	DATE:	May 17, 2021

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

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

5/27/2021

5/24/2021

05/18/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 083

TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #: 0120061.00
ATTN: Christopher Conrad	JOB NAME: Highland Public Safety Building
RE: Power Supplies - No Longer Required	DATE: May 21, 2021

This change order request is associated with the credit for the six (6) power supplies that are no longer required.

Description	Net Amount
MC Electric	
This deductive change order is associated with the credit for the six (6) power supplies that are no longer required.	(2,310.00)
Owner Contingency	
Credit to be credited back to the owner contingency.	2,310.00
Subtotal:	\$0.00
:	
Total Cost:	\$0.00

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
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City of Highland

DAVID A. LOYET AND ASSOC. INC.
 ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

 Authorized Signature

 Authorized Signature

 Authorized Signature

5/27/2021

5/24/2021

05/21/21

 Date

 Date

 Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 085




TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #: 0120061.00
ATTN: Christopher Conrad	JOB NAME: Highland Public Safety Building
RE: RTUs - Relocate Two Disconnects	DATE: May 21, 2021

This change order request is associated with the costs to relocate two disconnects that were installed on the Roof Top Units. These disconnects were installed on the units by the manufacturer, and when the RTUs arrived on site it was determined that the disconnects were too close to the parapet walls, and violated electrical code.

Description	Net Amount
MC Electric	
This change order is associated with the costs to relocate two disconnects located on the Roof Top Units.	630.00
Owner Contingency	
Using owner contingency to cover additional costs.	(672.34)
Subtotal:	\$(42.34)
Performance & Payment Bond:	\$4.11
General Liability:	\$6.73
Overhead and Profit:	\$31.50
Total Cost:	\$0.00

- NOTES:
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City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
5/27/2021	5/24/2021	05/21/21
_____ Date	_____ Date	_____ Date



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

To: Honorable Mayor Hemann and City Council
From: Chris Conrad- City Manager
Date: June 1, 2021
Re: Owner Change Orders 7 and 8 for the Public Safety Building Project

I am submitting for your consideration and approval 2 change orders (OCO 7 and 8) for the Public Safety Building Project.

The first concerns Owner Change Order 7 which are change orders that fall under our Owner Contingency of the contract, so no additional cost to the City. Among the changes under OCO 7 are changes to our evidence room including flooring to match surrounding areas and to increase the physical security of the room to meet the highest accreditation standards; an addition of a larger hydrant in the apparatus bay for the Fire Department; changes to the turnout gear lockers for the Fire Department which have been moved to the apparatus bay at their request; and hard wiring our door entry ADA posts rather than having them as battery powered (less likely to experience a failure).

The second change order is Owner Change Order 8 which are changes above the contract amount. The changes in this change order are described below:

- **Stainless Steel Plumbing Fixtures:** We would like to upgrade the plumbing fixtures in the detention area from the heavy duty porcelain to stainless steel detention fixtures. This may be overkill, but will be a safer and more sturdy option as the officers do have discretion to allow those in custody to use the restrooms unaccompanied. **This upgrade costs \$7,470.29.**
- **Wood Blocking:** I call this fascia board that transitions from the top of the walls to the bottom of the roof line. The best way I can explain this is when we redesigned the building



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

from one with a basement to one without, we had to take all of the conduit, cable trays and HVAC runs and put them in the attic, so to make room, we raised the roof of the structure which required additional wood blocking or fascia board at various points in the building. Keep in mind we don't have a flat roof, it was designed with slope, so making sure we maintained the slope was pretty important. This was just an area of the redesign we missed. **Total cost of the additional wood blocking is \$5,957.11.**

- **Vehicle exhaust system:** We bid out and had an allowance in the contract for a vehicle exhaust system in the apparatus bay like we do at the Broadway Station. We priced out the same system back when we prepared our bid documents and added an allowance to cover the quote at the time, knowing we would not purchase until late in the construction phase. We are now ready to purchase and the cost of the system has gone up since our quote. **Total cost for the system above the contract allowance is \$4,639.99.**
- **Lightening protection for the building:** The original design called for aluminum cable to be used for the building lightening protection. When we changed the roof design to accommodate the added items on the roof and for the items now running in the attic, these cables became exposed, so it became necessary to run them through conduit inside the building to the grounding ring that will be surrounding the building, since the cable will now be inside conduit, the cable needs to be copper. **This change will cost \$2,873.64.**

The total cost for this change order is **\$20,941.98**, and we recommend the approval of this change order. This change order combined with the previous above contract price change orders brings the total contract price up \$75,932.80, with approximately \$35,000.00 being the radio tower costs that we had intended to pay for outside of contract, but brought under the SM Wilson contract for ease of installation. So our current change order amount for the building is at approximately \$40,000.00 or 1% of the project price.



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

Budget Impact: We budgeted for and anticipated some change orders for the project and this amount still keeps us within our anticipated budget for the total project. We as staff have worked through some other designs and purchases for the building to realize some savings to offset any unanticipated change orders, and we are very happy with where we are at on the total cost of this project.

RESOLUTION NO. _____
**A RESOLUTION APPROVING OWNER CHANGE ORDER NUMBER EIGHT,
SUBMITTED BY S.M. WILSON & COMPANY, FOR THE HIGHLAND PUBLIC
SAFETY BUILDING, REGARDING CHANGES TO EQUIPMENT AND MATERIALS**

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 awarded the General Contractor contract to S.M. Wilson & Company (“SM Wilson”) for construction of the City Public Safety Building (“PSB”); and

WHEREAS, City and SM Wilson have determined the following changes are necessary for the PSB:

1. Stainless Steel Plumbing Fixtures: \$7,470.29;
2. Wood Blocking: \$5,957.11;
3. Vehicle exhaust system: \$4,639.99;
4. Lightening protection for the building: \$2,873.64;

(hereinafter “Owner Change Order Number Eight (8)”); and

WHEREAS, City and SM Wilson have determined the total cost for Owner Change Order Number Eight (8) is \$20,941.98 (*See Exhibit A*); and

WHEREAS, City has determined Owner Change Order Number Eight (8), comprised of the aforementioned change requests, will add \$20,941.98 in additional costs to the PSB Project (*See Exhibit A*); and

WHEREAS, City has determined 12% of the original contract price was budgeted for furniture, fixtures, equipment (“FFE”) and unexpected contingencies, so City is still well within the budget for the PSB; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Owner Change Order Number Eight (8) (**Exhibit A**) submitted by SM Wilson; and

WHEREAS, City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents required to approve Owner Change Order Number Eight (8).

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 Owner Change Order Number Eight (8) (**Exhibit A**) submitted by SM Wilson.

Section 3. City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents necessary to give force and effect to Owner Change Order Number Eight (8) (**Exhibit A**).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the 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

City of Highland
 1115 Broadway
 Highland, IL 62249

Change Order
NO. OCO 008

Title: Owner Change Order #008 **Issue Date :** 05/18/21
Project: Highland Public Safety Building **Job:** 0120061.00
To (Contractor): S. M. Wilson & Co. **Contract Number:** 0120061.00 Highland Public Safety Building
 2185 Hampton Ave.
 St. Louis, MO 63139

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

PCO	Description	Amount
073	Stainless Steel Plumbing Fixtures	7,470.29
079	Wood Blocking - Roof Transition Behind RTUs	2,810.95
080	Wood Blocking - Roof Scuppers, Flue Vents, and HVAC Curbs	3,147.11
082	Vehicle Exhaust System	4,639.99
084	Lightning Protection - Alum to Copper	2,873.64
Total For Change Order:		20,941.98

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

The original Contract Sum was	6,599,036.00
The net change by previously authorized Change Orders was	54,990.82
The Contract Sum prior to this Change Order was	6,654,026.82
The Contract Sum will be increased by this Change Order	20,941.98
The new Contract Sum will be	6,674,968.80

The Contract Time will be unchanged

Accepted By Contractor:

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

By: Kerry Lorts
 Date: 5/27/2021

Authorized By Owner:

City of Highland
 1115 Broadway
 Highland, IL 62249

By: Chris Conrad
 Date: 5/28/2021



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 073

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Stainless Steel Plumbing Fixtures	DATE:	May 11, 2021

This change order request is associated with the costs to provide stainless steel plumbing fixtures in Unisex Bathroom 171, in lieu of the specified plumbing fixtures.

Description	Net Amount
Stainless Steel Plumbing Fixtures	
This change order is associated with the costs to provide stainless steel plumbing fixtures in Unisex Bathroom 171, in lieu of the specified plumbing fixtures. This change order also eliminates the Urinal located in Unisex Bathroom 171.	7,000.00
Subtotal:	
	\$7,000.00
	Performance & Payment Bond: \$45.58
	General Liability: \$74.71
	Overhead and Profit: \$350.00
Total Cost:	
	\$7,470.29

- NOTES:
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City of Highland

DAVID A. LOYET AND ASSOC. INC.
 ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Bradley Homes
Digitally signed by Bradley Homes
 DN: cn=US,
 email=bradley.homes@smwilson.com,
 ou=S.M. Wilson & Co.,
 cn=Project Manager, CN=Bradley
 Homes
 Date: 2021.05.11 08:57:59-0500'

Authorized Signature

Authorized Signature

Authorized Signature

5/18/2021

5/14/2021

05/11/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 079

TO: City of Highland
 1115 Broadway
 P.O. Box 218
 Highland IL 62249

JOB #: 0120061.00

ATTN: Christopher Conrad

JOB NAME: Highland Public Safety Building

RE: Wood Blocking - Roof Transition Behind RTUs




DATE: May 12, 2021

This change order request is associated with the additional wood blocking required at the roof transitions located behind the RTU towers. At each location there is a step in the elevation between the RTU Tower flat roof and the adjacent flat roof. Due to this step, and per the roofing manufacturer, wood blocking was required to be installed in order to provide an attachment and separation point between the two elevations.

Description	Net Amount
AME Construction	
This change order is associated with the additional costs to furnish and install the wood blocking required at the roofing transitions located behind the RTU towers . All pricing per RCO 04.	2,634.00
Subtotal:	\$2,634.00
Performance & Payment Bond:	\$17.14
General Liability:	\$28.11
Overhead and Profit:	\$131.70
Total Cost:	\$2,810.95

- NOTES:
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City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
5/19/2021	5/19/2021	05/12/21
_____ Date	_____ Date	_____ Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 080

TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #: 0120061.00
ATTN: Christopher Conrad	JOB NAME: Highland Public Safety Building
RE: Wood Blocking - Roof Scuppers, Flue Vents, and HVAC Curbs	DATE: May 12, 2021


This change order request is associated with the additional costs to add wood blocking at the roof scuppers and flue vents. Per the roofing manufacturer the wood blocking shown in the attached detail mark ups are required in order to provide the manufacturer roofing warranty.

Also included is the additional wood blocking required under the HVAC curbs due to the roofing insulation thickness increasing.

Description	Net Amount
AME Construction	
This change order is associated with the additional costs to furnish and install the additional wood blocking required at the roof scuppers and HVAC penetrations .	2,949.00
Subtotal:	\$2,949.00
Performance & Payment Bond:	\$19.20
General Liability:	\$31.46
Overhead and Profit:	\$147.45
Total Cost:	\$3,147.11

- NOTES:
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City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
 _____ Authorized Signature	 _____ Authorized Signature	 _____ Authorized Signature
5/19/2021 _____ Date	5/19/2021 _____ Date	05/12/21 _____ Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 082

TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249 ATTN: Christopher Conrad RE: Vehicle Exhaust System	JOB #: 0120061.00 JOB NAME: Highland Public Safety Building DATE: May 20, 2021
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This change order request is associated with the Vehicle Exhaust System Allowance , and the costs to furnish and install the Vehicle Exhaust System.

The mechanical subcontractor(Langhauser) included a \$40,000.00 Vehicle Exhaust System Allowance in their subcontract, per the specifications. The final quote to furnish and install the Vehicle Exhaust System is \$40,075.00. That's \$75.00 more than the figured allowance.

There is additional electrical, roofing, and blocking work required in order to install the Vehicle Exhaust System . Below is a breakdown of the additional work.

Electrical - MC Electric - The costs to provide power to the Vehicle Exhaust Systems Control Panel and Exhaust Fan . These costs were excluded by the Vehicle Exhaust System installer .
 Roofing - Joiner Sheetmetal - The costs to patch and repair the membrane roofing once the exhaust fan is install.
 Blocking - AME Construction - The costs to block up the exhaust fan curb.

That brings the additional costs, above the allowance, to furnish and install the Vehicle Exhaust System to \$4,639.99. See below for breakout of costs.

Description	Net Amount
Langhauser Sheet Metal	
This change order is associated with the additional costs, above the \$40,000.00 allowance, to provide the Vehicle Exhaust System.	75.00
MC Electric	
This change order is associated with the costs to provide power for the Vehicle Exhaust System.	3,289.90
Joiner Roofing	
This change order is associated with the roofing costs to install the Vehicle Exhaust System.	650.00
AME Construction	
This change order is associated with the wood blocking costs required at the Vehicle Exhaust System roof curb.	333.00
Subtotal:	\$4,347.90



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 082

TO: City of Highland
 1115 Broadway
 P.O. Box 218
 Highland IL 62249

JOB #: 0120061.00

JOB NAME: Highland Public Safety
 Building

ATTN: Christopher Conrad

DATE: May 20, 2021

RE: Vehicle Exhaust System

Performance & Payment Bond:	\$28.29
General Liability:	\$46.40
Overhead and Profit:	\$217.40
Total Cost:	\$4,639.99

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
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City of Highland

DAVID A. LOYET AND ASSOC. INC.
 ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

5/27/2021

5/24/2021

05/20/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 084

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Lightning Protection - Alum to Copper	DATE:	May 26, 2021




This change order request is associated with the costs to provide copper wiring for the lightning protection system in lieu of the specified aluminum wiring.

Aluminum wiring will still be run at all exposed roof locations. Copper wire to be run inside EMT located within the building.

Description	Net Amount
MC Electric	
This change order is associated with the costs to furnish the required copper wire and accessories in lieu of aluminum wire and accessories, for the lightning protection system.	2,692.73
	Subtotal: \$2,692.73
	Performance & Payment Bond: \$17.53
	General Liability: \$28.74
	Overhead and Profit: \$134.64
	Total Cost: \$2,873.64

- NOTES:
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City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
5/27/2021	5/27/2021	5/27/2021
_____ Date	_____ Date	_____ Date



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

To: Honorable Mayor Hemann and City Council
From: Chris Conrad- City Manager
Date: June 1, 2021
Re: Owner Change Orders 7 and 8 for the Public Safety Building Project

I am submitting for your consideration and approval 2 change orders (OCO 7 and 8) for the Public Safety Building Project.

The first concerns Owner Change Order 7 which are change orders that fall under our Owner Contingency of the contract, so no additional cost to the City. Among the changes under OCO 7 are changes to our evidence room including flooring to match surrounding areas and to increase the physical security of the room to meet the highest accreditation standards; an addition of a larger hydrant in the apparatus bay for the Fire Department; changes to the turnout gear lockers for the Fire Department which have been moved to the apparatus bay at their request; and hard wiring our door entry ADA posts rather than having them as battery powered (less likely to experience a failure).

The second change order is Owner Change Order 8 which are changes above the contract amount. The changes in this change order are described below:

- **Stainless Steel Plumbing Fixtures:** We would like to upgrade the plumbing fixtures in the detention area from the heavy duty porcelain to stainless steel detention fixtures. This may be overkill, but will be a safer and more sturdy option as the officers do have discretion to allow those in custody to use the restrooms unaccompanied. **This upgrade costs \$7,470.29.**
- **Wood Blocking:** I call this fascia board that transitions from the top of the walls to the bottom of the roof line. The best way I can explain this is when we redesigned the building



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

from one with a basement to one without, we had to take all of the conduit, cable trays and HVAC runs and put them in the attic, so to make room, we raised the roof of the structure which required additional wood blocking or fascia board at various points in the building. Keep in mind we don't have a flat roof, it was designed with slope, so making sure we maintained the slope was pretty important. This was just an area of the redesign we missed. **Total cost of the additional wood blocking is \$5,957.11.**

- **Vehicle exhaust system:** We bid out and had an allowance in the contract for a vehicle exhaust system in the apparatus bay like we do at the Broadway Station. We priced out the same system back when we prepared our bid documents and added an allowance to cover the quote at the time, knowing we would not purchase until late in the construction phase. We are now ready to purchase and the cost of the system has gone up since our quote. **Total cost for the system above the contract allowance is \$4,639.99.**
- **Lightening protection for the building:** The original design called for aluminum cable to be used for the building lightening protection. When we changed the roof design to accommodate the added items on the roof and for the items now running in the attic, these cables became exposed, so it became necessary to run them through conduit inside the building to the grounding ring that will be surrounding the building, since the cable will now be inside conduit, the cable needs to be copper. **This change will cost \$2,873.64.**

The total cost for this change order is **\$20,941.98**, and we recommend the approval of this change order. This change order combined with the previous above contract price change orders brings the total contract price up \$75,932.80, with approximately \$35,000.00 being the radio tower costs that we had intended to pay for outside of contract, but brought under the SM Wilson contract for ease of installation. So our current change order amount for the building is at approximately \$40,000.00 or 1% of the project price.



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1115 Broadway, PO Box 218
Highland, IL 62249

Budget Impact: We budgeted for and anticipated some change orders for the project and this amount still keeps us within our anticipated budget for the total project. We as staff have worked through some other designs and purchases for the building to realize some savings to offset any unanticipated change orders, and we are very happy with where we are at on the total cost of this project.

RESOLUTION NO. _____

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

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

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

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

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

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

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

WHEREAS, City has determined the services from Tantalus for annual maintenance and technical support will cost City \$45,459.46 to purchase (*See* “Tantalus Invoice” attached hereto as **Exhibit A**); and

WHEREAS, the Director of Light and Power has informed the City Council that the services from Tantalus for annual maintenance and technical support are budgeted in the 2022 City fiscal budget; and

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

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

WHEREAS, the City Council also finds that the City Manager should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to make the purchase, pursuant to the Tantalus Invoice (**Exhibit A**).

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

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

Section 2. Purchase of services from Tantalus for annual maintenance and technical support (**Exhibit A**) as a Sole Source Purchase is approved.

Section 3. The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 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



Invoice

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

Wire Payment to:
Tantalus Systems Inc.
Comerica Bank
226 Airport Parkway, San Jose, CA 95110
ABA/Routing Number: 121137522
SWIFT Code: MNBUS33
Account Number: 1894554193

Date: May 14, 2021	Page: 1
Invoice Number AM2021--068	

FOB Vancouver	Destination Highland
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Sold To:

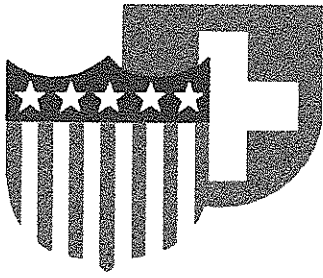
City of Highland
P.O. Box 218
1115 Broadway
Highland, IL 62249

Ship To:

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

Order No. 2021 AM&TSA	PO Number PREMIUM 2021	Ship Via	Terms NET30
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Qty. Ord.	Qty. Shp	Item Number	Description	Unit Price	UOM	Amount
1	1	2021AMTSAP	Annual Maintenance---Premium Server, Software Annual Maintenance & TSA Premium Support & TUNet Maintenance Fees	45,459.46	EA	45,459.46
Comments: 2021 AM&TSA				Subtotal	USD	45,459.46
				Total sales tax	USD	0.00
<u>Remit Check to:</u> Tantalus Systems Inc. PO BOX 674556 DETROIT MI 48267-4556				Total Amount	USD	45,459.46



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: May 20, 2021
Subject: Tantalus Meter Annual Maintenance and Technical Support Payment

RECOMMENDATION

I recommend that you seek council approval to pay the attached invoice from Tantalus Systems Inc. for \$45,459.46 for the purchase of a Technical Support and Annual Maintenance Agreement per the attached invoice.

DISCUSSION

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

FISCAL IMPACT

This item is budgeted for in the 2022 Fiscal budget under GL#101-101-5-390-50.

CONCURRENCE

Recommended by: 
Daniel Cook, Director of Light & Power

Approved by: _____
Chris Conrad, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND, ILLINOIS, SURPLUS, AND AUTHORIZING ITS SALE AND/OR DISPOSAL, INCLUDING DAMAGED AND OUTDATED CHRISTMAS LIGHTS, HOLIDAY DECORATIONS, AND A REEL TRAILER

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, City owns damaged and outdated Christmas Lights, Holiday Decorations, a Reel Trailer, and other personal property 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 and/or dispose of the surplus personal property (*See Exhibit A*) for the maximum value that can be obtained, 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 shown on **Exhibit A** is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property shown 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 shown on **Exhibit A** as the City Manager sees fit.

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

Section 5. That 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

Surplus List

34 Pole mounted Candle Decorations

32 Pole mounted Package Decorations

16 Pole mounted Stocking Decorations

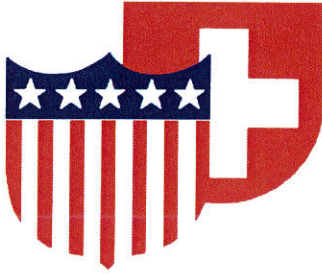
16 Pole mounted Poinsettia Decorations

4 Pole mounted Santa Decorations (one has missing face)

4 Pole mounted snowflakes (tinsel is all brown so these will be thrown out)

1 - 1979 Hogg & Davis Model TH40B572, Serial # 3794249, Reel Trailer





City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: May 28, 2021
Subject: Declaration of old Christmas decorations and a wire trailer as surplus.

RECOMMENDATION

I ask that you seek council approval to declare the attached list of 106 Christmas Decorations and a 1979 Hogg and Davis wire spool trailer as surplus (see photos attached) allowing the Electric Department to sell or dispose of items to the best benefit of the department.

The wire trailer is a 1979 vintage and has \$0 value on our list of assets. It is in need of repairs and considered unsafe to use per todays safety standards.

The Christmas decorations are very old and costly to maintain. We have purchased new LED decorations for the new poles on Broadway to coincide with the Beautification Project and no longer have a use for these.

CONCURRENCE

Recommended by: _____
Daniel Cook, Director of Light & Power

Approved by: _____
Chris Conrad, City Manager

**CITY OF HIGHLAND
 BID TABULATION SHEET**

BID OPENING:

Date: May 26, 2021
 Time: 10:00 a.m.
 Place: City Hall

BID #: E-01-21
 Item/Project Description: Purchase of
 LED Street Lights for Willow Creek

Item / Proposal Description	Frost Collinsville	Graybar Jefferson city mo.	Fletcher Reinhardt Bridgeton mo			
LED Street Lights for Willow Creek	42,435.00	43,080.15	46,000.00			
Non-Delinquency of Tax Form						
Certificate of Compliance Form						
Hold Harmless and Indemnity Form						

BID OPENER: 
 Dan Cook

BID RECORDER: 
 Lora Tebbe



Headquarters -
 St. Louis County
 2429 Schuetz Road
 Maryland Heights, MO 63043
 314-567-4004
 314-997-5776 (fax)

Quotation

QUOTE DATE	QUOTE NUMBER
05/21/21	S4291226
ORDER TO: FROST ELECTRIC SUPPLY CO. INC. P.O Box 310825 Des Moines, IA 50331-0825 314-567-4004	PAGE NO. 1

QUOTE TO:
 CITY OF HIGHLAND S
 1115 BROADWAY
 PO BOX 218
 HIGHLAND, IL 62249

SHIP TO:
 CITY OF HIGHLAND S
 1115 BROADWAY
 PO BOX 218
 HIGHLAND , IL 62249

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME OR RELEASE#	QUOTED TO	
7857	HOLOPHANE WILLOW		DAN	
QUOTED BY	SHIP VIA	TERMS	EXP DATE	F/A
Carl Siever	OT-B OUR TRUCK	Item Level C.D.	06/20/21	
ORDER QTY	UPC NO	DESCRIPTION	Unit Price	Ext
23ea		HOLOPHANE ARUE2 P30 40K MVOLT GL3 BK SK PR3 PCLL WDA 12 F5J 17D C03 BK DBB ASSY4279 UTILILTY ARLINGTON LED FIXTURE 4000K BLACK FIXTURE WITH PC 12' POLE DIRECT BURIAL STEEL BASE FRIEGHT ALLOWED	1845.000/ea	42435.00

Carl F Siever
Frost Supply
 5/21/21

Frost's Quotation Terms and Conditions, which are in effect at the time of this Quotation, are applicable to, incorporated in and by this reference made part of this Quotation issued to you by Frost, without the necessity of including the same with this individual Purchase Order. Any terms and conditions in your purchase order, acknowledgement or any other writing pertaining to the transaction contemplated by this document, irrespective of its wording or when received by Frost, which are in conflict or inconsistent with or add to the terms and conditions of Frost's Quotation and Sale Terms and Conditions, will not be acceptable or become a part of any resulting contract without Frost's express written consent. The Terms and Conditions that Frost deems to be in effect are those which you can find now posted on its Website at www.frostelectric.com or which you may request a copy of by facsimile or mail by calling Frost at (314) 567-4004. By accepting this Quotation, you are deemed to agree to the Terms and Conditions now in effect.

Subtotal	42435.00
S&H CHGS	0.00
Amount Due	42435.00

City of Highland, Illinois

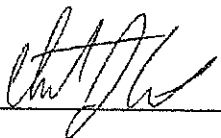
Electric Department



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: 5-3-2021

Bid submitted by:

FROST SUPPLY
#2 BUSINESS CENTER COURT
COLLINSVILLE, IL 62249
Carl L. Siever

**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).

NEVER
→ REC'D
THESE
FORMS
TO FILL
OUT.
WILL FILL
OUT IF
AWARDED
CONTRACT
C.S.

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 D8B BK

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



An Acuity Brands Company

Quoted To: Authorized HoloPhane Distributor

Job Name: Willow Creek HOA - Highland, IL
Quote #: 2363-20-11707-8
Quote Label: Photocell Included
Job Location: Highland, Illinois
Issue Date: 1/27/2021
Bid Date: 6/30/2020

Quoted By: Mike Everhardt

Type	Qty	Catalog #	Unit \$	Ext \$
	23	ARE2 P30 40K AS GL3 BK N GV1A73X PCLL P3E WDA 12 F5J 17 P07 DBB BK		
Arlington LED 2 (ARE2): Arlington LED 2 (ARE2), LED Performance Package P30, 4000 series CCT, Auto-sensing voltage (120 through 277), ASY- Glass Refractor, Black, None, NEMA Twist Lock Photocontrol Receptacle - 3 PIN. Externally mounted, DTL long life twistlock photocontrol for solid-state AS & AH, 3" to 7" Post Capital Wadsworth Aluminum Pole (WDA): Wadsworth Aluminum Pole, 12 feet, 5 inch diameter Fluted, .25 wall, 17 inch Round Base, 3 X 3 Tenon, Direct Burial Base, Powder Coat Paint Finish, Black				

Estimated Lead Time: 5-6 weeks

Notes

Terms

HOLOPHANE: This quote is valid for 60 calendar days from date of quote. After 60 days pricing on certain product families may be adjusted based on enacted and proposed tariff increases detailed by the Office of the United States Trade Representative (USTR). Shipment lead times begin the day after the order is released and are based on working days only. Shipments are FOB Shipping Point on all orders. HoloPhane shall pay freight on orders of \$3,000 or more (\$750 for replacement ballast kits) to all points in the continental United States and Canada. Upon release of your order, poles and non-standard material cannot be cancelled or returned. Terms are subject to revision. Items with "Hold" status have not been allocated any labor, material, or scheduled production time. The lead time to shipment will begin when HoloPhane receives your clarification or approval to release your purchase order item(s) from "Hold" status. Prices in this acknowledgement are firm for release within a period of six months from the date of order. At the end of six months, HoloPhane, at its option, shall either increase prices by 3% or renegotiate pricing. Thereafter, escalation of 1-1/2% per three month period will be added. In the event of an extraordinary change in raw material costs, HoloPhane reserves the right to renegotiate pricing. Pricing will be reevaluated and confirmed upon receipt of your clarification or approval to release the purchase order item(s) from "Hold" status.

Return with Bid

CERTIFICATE OF COMPLIANCE

The undersigned Bidder / Proposer on a Contract submitted for bids / proposals by the City of Highland, Illinois known as: Frost Supply, 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: May 26, 2021

CEO div Frost Supply
Company Name

2429 Schuetz Rd
Address

Maryland Heights MO 63043
City / State / Zip Code

John M Frost John M Frost
Signature Print Name

Division Manager
Title

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.

5/26/21
Date

CEO div Frost Supply
Company Name

77-0559191
Federal I.D. Number

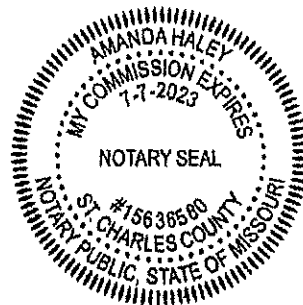
2429 Schuetz Rd
Address

Manlyland Heights MO 63043
City / State / Postal Code

Jim Frost Division Manager
Signature / Title

Signed and sworn to before me this 26th day of May, 2021.

Amanda Haley
Notary Public



HOLD HARMLESS AND INDEMNITY AGREEMENT
CITY OF HIGHLAND, ILLINOIS

The ~~Contractor~~ ^{Supplier, Frost Electric Supply}, by affixing his signature hereto agrees to the following conditions:

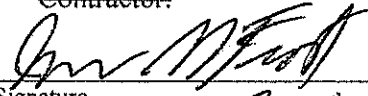
1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, ~~excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.~~ ^{the negligence of the Supplier}

2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of ~~Contractor's or any Subcontractor's~~ ^{Supplier's} employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the ~~Contractor or any Subcontractor~~ ^{Supplier} for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said ~~Contractor or Subcontractor~~ ^{Supplier} and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.

~~3. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of any person, arising out of or in any way connected with the performance of work or work to be performed under this permit, resulting from any cause whatsoever, except the negligence of the City, which liability or claim arises under or pursuant to the Illinois Structural Works Act (Illinois Revised Statutes, Chapter 48, Sections 60 through 69 inclusive), and shall indemnify the City for any costs, expenses, judgment and attorneys' fees paid or incurred with respect to such liability or claims by it on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.~~ ^{the negligence of Supplier}

4. In the event the City's machinery or equipment is used by the ~~Contractor, or Subcontractor,~~ ^{Supplier} in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the ~~Contractor~~ ^{Supplier} during the period of such use by the ~~Contractor or any Subcontractor,~~ ^{Supplier} and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

supply of
the
products



Signature

5/28/21

Date

John M Frost

Print Name

Division Manager

Title



City of Highland

Department of Light and Power

Memo to: Breann Speraneo, Acting City Manager
From: Dan Cook, Director of Light & Power
Date: June 4, 2021
Subject: Award for Purchase of LED Street Light Fixtures, NOML #E-01-21

RECOMMENDATION

Since Frost of Collinsville, IL was the low bidder as can be seen on the attached Bid Tabulation Sheet, I recommend that you seek council approval to issue a purchase order to Frost for the purchase of LED Street Light Fixtures for Willow Creek in the amount of \$42,435.00.00.

DISCUSSION

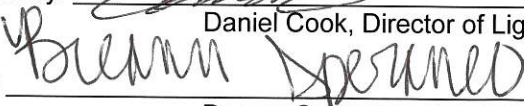
Willow Creek Homeowners Association has approached the city to assist them in updating their outdated and degrading street lighting. The agreement is that the City of Highland will pay \$7,130.00 and the homeowners association will pay \$35,305.00 towards the total cost of the project. Council approved this expenditure during the budget approval process for FY2022.

FISCAL IMPACT

We have an allocated budget of \$50,000.00 for this project with a partial reimbursement from Willow Creek HOA in the amount of \$35,305.00 for a net cost of \$7,130.00 to the city. If approved it will be invoiced to GL#101-104-5-550-00.

CONCURRENCE

Recommended by: 
Daniel Cook, Director of Light & Power

Approved by: 
Breann Speraneo, Acting City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENT WITH WILLOW CREEK ESTATES HOMEOWNERS ASSOCIATION

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 Willow Creek Subdivision is located within the corporate boundaries of City; and

WHEREAS, the Willow Creek Homeowners Association (“Willow Creek”) has determined that the light poles and fixtures in their subdivision are approximately 35 years old, the light poles and fixtures are in disrepair, and Willow Creek desires to have the original light poles and fixtures replaced; and

WHEREAS, City and Willow Creek have agreed, in pertinent part, as follows:

1. City and Willow Creek agree Willow Creek desires lighting for its streets that exceeds the costs normally allocated by City to light streets throughout the City; and
2. City and Willow Creek agree City spends, on average, \$310.00 on light poles and fixtures for streetlights throughout the City; and
3. City and Willow Creek agree the light poles and fixtures Willow Creek desires will cost approximately \$1,845.00 each for 23 poles and fixtures, totaling approximately \$42,435.00; and
4. City and Willow Creek agree City would be responsible for approximately \$310.00 for 23 poles and fixtures, totaling approximately \$7,130.00, if City were to install standard light poles and fixtures throughout Willow Creek; and

5. City and Willow Creek agree Willow Creek will be responsible for approximately \$35,305.00 of costs for City to remove the old light poles and fixtures from Willow Creek and install new light poles and fixtures that Willow Creek desires throughout Willow Creek; and
6. City will be responsible for all labor costs associated with removal of the old City owned light poles and fixtures and replacement with Willow Creek approved light poles and fixtures; and
7. City shall be responsible for installing the new Willow Creek light poles and fixtures in compliance with commercially accepted standards of workmanship accepted in the electrical trade; and
8. City shall be responsible for work comp insurance and general liability insurance for City employees as it relates to the removal and installation of light poles and fixtures in Willow Creek; and
9. Willow Creek agrees to pay City 50% when new light poles and fixtures are ordered, 25% when construction begins to remove and install the light poles and fixtures, and 25% upon completion of the construction to remove and install the light poles and fixtures; and
10. After construction is completed, City will be responsible for the maintenance and replacement of the lights, poles, wiring, and associated materials throughout Willow Creek going forward; and

(See “Willow Creek Agreement” attached hereto as **Exhibit A**); and

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

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

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute any and all documents associated with approving the Willow Creek Agreement (**Exhibit A**).

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

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

Section 2. The Willow Creek Agreement (**Exhibit A**) is approved

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of City, to execute any and all documents associated with approving the Willow Creek 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

CONTRACT

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

THIS CONTRACT ("Agreement") is made and entered into effective as of the date executed by the CITY OF HIGHLAND, ILLINOIS ("CITY") and the WILLOW CREEK ESTATES HOMEOWNERS ASSOCIATION ("Willow Creek"), and passed by the affirmative vote of a majority of the corporate authorities of the City then holding office. City and Willow Creek may be referred to individually as "Party," or collectively as "Parties." The Parties enter the Agreement as follows:

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

WHEREAS, City and Willow Creek agree as follows:

1. City and Willow Creek agree Willow Creek desires lighting for its streets that exceeds the costs normally allocated by City to light streets throughout the City; and
2. City and Willow Creek agree City spends, on average, \$310.00 on light poles and fixtures for streetlights throughout the City; and
3. City and Willow Creek agree the light poles and fixtures Willow Creek desires will cost approximately \$1,845.00 each for 23 poles and fixtures, totaling approximately \$42,435.00 (*See Frost Quotation attached hereto as Exhibit A*); and
4. City and Willow Creek agree City would be responsible for approximately \$310.00 for 23 poles and fixtures, totaling approximately \$7,130, if City were to install standard light poles and fixtures throughout Willow Creek; and
5. City and Willow Creek agree Willow Creek will be responsible for approximately \$35,305.00 of costs for City to remove the old light poles and fixtures from Willow Creek and install new light poles and fixtures that Willow Creek desires throughout Willow Creek; and
6. City will be responsible for all labor costs associated with removal of the old City owned light poles and fixtures and replacement with Willow Creek approved light poles and fixtures; and
7. City shall be responsible for installing the new Willow Creek light poles and fixtures in compliance with commercially accepted standards of workmanship accepted in the electrical trade; and

8. City shall be responsible for work comp insurance and general liability insurance for City employees as it relates to the removal and installation of light poles and fixtures in Willow Creek; and
9. Willow Creek agrees to pay City 50% when new light poles and fixtures are ordered, 25% when construction begins to remove and install the light poles and fixtures, and 25% upon completion of the construction to remove and install the light poles and fixtures; and
10. After construction is completed, City will be responsible for the maintenance and replacement of the lights, poles, wiring, and associated materials throughout Willow Creek going forward; and

and

WHEREAS, from the time of City's purchase of the Willow Creek approved lights and poles, throughout construction, and until the new Willow Creek approved lights and poles are energized and City assumes responsibility for the Willow Creek infrastructure, Willow Creek agrees in no event will City be liable for any special, direct, indirect, consequential, or incidental damages, or any damages whatsoever, whether in an action of contract, negligence, other tort, in law or equity, arising out of or in connection with this Agreement or any services provided by City to Willow Creek related in any way to the Agreement; and

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

WHEREAS, the parties agree to the following:

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.
- b. "Willow Creek". The word "Willow Creek" as used herein shall include the Willow Creek Homeowners' Association. The person signing this Agreement for Willow Creek has the legal authority as an agent of Willow Creek to sign, and Willow Creek will then be obligated to perform according to this Agreement.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time-period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Counterparts. This Agreement may be executed in several counterparts, via mail, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by mail, email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- f. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, City shall be entitled to all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, expert witness fees, and litigation costs resulting from any action, mediation, arbitration, proceeding, or litigation of any kind.
- g. Entire Agreement. This Agreement constitutes the entire agreement between City and Willow Creek, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding unless in writing and signed by both parties. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- h. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's legal counsel, it being recognized that both parties have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- i. Compliance with Laws, Regulations, and Accreditation. The parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should City have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto, City shall give written notice to Willow Creek regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of City first providing notice to Willow Creek of the need to amend or terminate this Agreement to comply with the laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to

the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice.

- j. Indemnity, Hold Harmless, and Tender of Defense. From the time of City's purchase of the Willow Creek approved lights and poles, throughout construction, and until the new Willow Creek approved lights and poles are energized and City assumes responsibility for the Willow Creek infrastructure, Willow Creek shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, bar complaints, costs and expenses (including any liabilities, judgments, costs and expenses and attorney's fees) which may arise directly or indirectly from Willow Creek's affiliation with the City, or as a result of this Agreement. Willow Creek understands and agrees that in no way does this Agreement create any liability of any kind for City. If any cause of action shall be brought, or judgment rendered against City, its agents, officers, officials or employees as a result of this Agreement, in any such action, Willow Creek shall, at its expense, satisfy and discharge the same, pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith with.
- k. Termination of Agreement. Prior to any performance of this Agreement, City and Willow Creek, shall have the absolute and immediate right to terminate this Agreement with thirty (30) days' notice to the other Party.
- l. Acceptance of Contract. Willow Creek and City intend to execute this Agreement prior to City obtaining the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Resolution and the affirmative vote of the majority of the corporate authorities then holding office. Neither Willow Creek nor City shall have any obligation under this Agreement until City has obtained all necessary approvals to this Agreement having full force and effect.
- m. Insurance. Willow Creek agrees it will maintain insurance in such types, coverages and coverage amounts necessary to cover its performance under the terms of this Agreement.

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

WILLOW CREEK H.O.A.

CITY OF HIGHLAND, ILLINOIS:

Bill Sullivan
President, Willow Creek H.O.A.

Christopher Conrad
Interim City Manager

By:  _____

By: _____

Date: 6-2-2021 _____

Date: _____



City of Highland

Department of Light and Power

Memo to: Breann Speraneo, Acting City Manager
From: Dan Cook, Director of Light & Power
Date: June 3, 2021
Subject: Agreement between Willow Creek and City of Highland Electric

RECOMMENDATION


I recommend that you seek council approval to allow us to enter into an agreement with the Willow Creek Homeowners Association as detailed below and in the accompanying documents.

DISCUSSION

Willow Creek Homeowners Association has approached the city to assist them in updating their outdated and degrading street lighting. The proposed agreement is that the City of Highland would purchase and install 23 lighting assemblies, made up of a 12 foot Wadsworth Pole and Arlington fixture at a cost of approximately \$1,845.00 per assembly. The grand total of the materials cost would be approximately \$42,435.00. Since the City spends an average of \$310.00 per standard light and pole, Willow Creek has agreed to pay the difference in the cost. We would ask the homeowners association to pay approximately \$35,305.00 towards the total cost of the project. The city would pay \$7,130.00 and perform the installation, which would more evenly distribute the overall cost. The city would then take ownership of the new poles and fixtures, covering future maintenance (both parts and labor) and replacement in the future, when the new poles and fixtures degrade to the point of needing replacement.

CONCURRENCE

Recommended by: 
Daniel Cook, Director of Light & Power

Approved by: 
Breann Speraneo, Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE APPROVING REAL ESTATE REZONING FOR 140 WOODCREST DRIVE, HIGHLAND, ILLINOIS, FROM “C-3” HIGHWAY BUSINESS DISTRICT TO “I” INDUSTRIAL

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

WHEREAS, the Estate of Melvern Noll (hereinafter “Owner”), owns the interest in 140 Woodcrest, Highland, Illinois 62249, PIN# 02-2-18-32-15-401-002.001 (hereinafter “Land”); and

WHEREAS, Double J Doggie Play and Stay LLC (803 3rd Street, Highland, IL) (hereinafter “Double J”) is requesting to rezone the Land to Industrial, and is currently in the process of purchasing the Land from the Owner; and

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

WHEREAS, Double J’s application requests that the Land be rezoned from “C-3” Highway Business District to “I” Industrial, and that the City of Highland Official Zoning Map be amended to indicate that change in zoning classification; and

WHEREAS, the Combined Planning and Zoning Board (“CPZB”) of City held a properly noticed public hearing on June 2, 2021, and has submitted its advisory report, attached hereto as **Exhibit B**; and

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

WHEREAS, City has determined it should approve the Land being rezoned from “C-3” Highway Business District to “I” Industrial; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents required to rezone the Land from “C-3” Highway Business District to “I” Industrial; and

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

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

Section 2. Pursuant to §90-82 of the Zoning Code of the *Code of Ordinances, City of Highland*, the Land shall be rezoned from “C-3 Highway Business District to “I” Industrial.

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

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

Passed by the City Council of the City of Highland, 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



Meeting Date: June 2, 2021

From: Breann Speraneo, Director of Community Development

Location: 140 Woodcrest Drive

Zoning Request: Zoning Map Amendment

Description: Request to rezone from "C-3" Highway Business District to Industrial

Proposal Summary

The applicant is Double J Doggie Play N Stay LLC (803 3rd Street). The current owner is the Melvern Noll Estate. The subject property is located at 140 Woodcrest Drive (PIN# 02-2-18-32-15-401-002.001). This property is currently zoned "C-3" Highway Business District. The applicant's request is to rezone the subject property as Industrial.

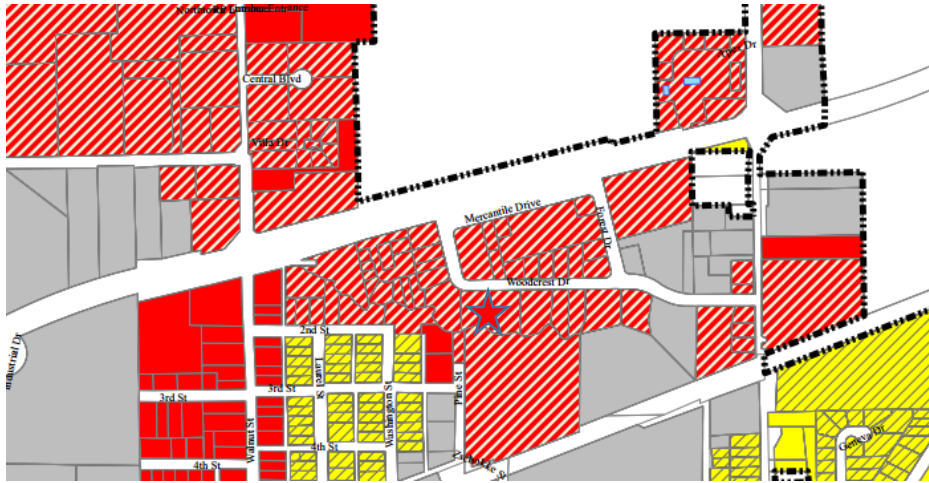
Aerial View





City of Highland Building and Zoning

Zoning Map



Legend

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

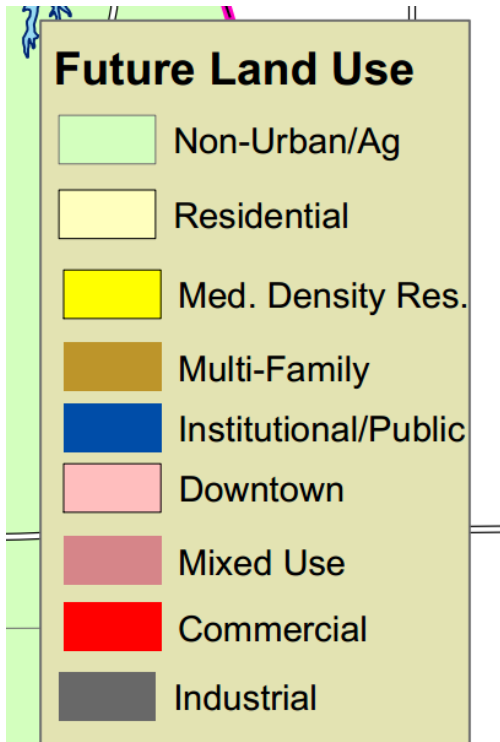
Comprehensive Plan Consideration

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

The subject property is denoted as “Industrial” on the Comprehensive Plan’s Future Land Use Map. This rezoning would adhere to this designation.



Future Land Use Map



Standards of Review for Zoning Map Amendments and Findings of Fact

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

- Existing use and zoning of the property in question.
The property is currently zoned C-3 Highway Business District and has been vacant for several years.

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

Direction	Land Use	Zoning
North	Bradford Bank	C-3
South	Olde Wicks Factory Property	C-3
East	Ki-Do Karate	C-3
West	Splish Splash Auto Bath	C-3

- The extent to which the zoning map amendment may detrimentally affect nearby properties.
Nearby properties will not be negatively affected. The proposal will greatly improve the property, which will have a positive impact on the area.
- Suitability of the property in question for uses already permitted under existing requirements.
This property is zoned C-3 and there has not been a commercial use within this property for several years.
- Suitability of the property in question for the proposed uses.
The property is suitable for light industrial uses, including pet care and pet related sales and services.
- The type, density and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned.
The proposed zoning goes with the character of the area. This area contains a mixture of uses.
- The effect the proposed map amendment would have on the implementation of the City's Comprehensive Plan.
The proposed map amendment is consistent with the Future Land Use Map.
- The effect the proposed map amendment would have on public utilities, other needed public services and traffic circulation on nearby streets.
The map amendment will not affect public utilities, services, or traffic flow.
- Whether the map amendment will promote the health, safety, quality of life, comfort and general welfare of the city.

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

Staff Discussion

The proposed map amendment has been proposed in order to allow Double J Doggie Play N Stay LLC to expand their business and move their pet grooming, doggie daycare, and other similar services to this location. Pet care and pet related sales and services are not currently permitted within the C-3 district, but are allowed outright in the Industrial district. This area contains a mixture of uses and the Future Land Use Map slates this area as industrial. Staff has no concerns with the proposed rezoning from C-3 to Industrial.

Site Photo



EXHIBIT "A"

Zoning Map Amendment Rezoning Application

Return Form to:

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

For Office Use Only

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

APPLICANT INFORMATION:

Applicant: Double J Doggie Play N Stay LLC Phone: 618-882-6699
Address: 803 3rd Street ----- Zip: 62249
Email Address: doublejhighland@gmail.com
Owner: Jessica and Jason Prichard Phone: 314-503-7264
Address: 36 Alice Dr. Zip: 62249
Email Address: jessicaprichard21@gmail.com

Current owner: Mulvern Noll Estate

PROPERTY INFORMATION:

Street Address or Parcel ID of Property: 140 Woodcrest Drive; PIN# 02-2-18-32-15-401-002.001

Property is Located In (Legal Description): _____

Present Zoning C-3 Requested Zoning: Industrial Acreage: 1.53

Present Use of Property: vacant property

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	<u>Bradford Bank</u>	<u>C-3</u>
South	<u>Olde Wicks Factory Property</u>	<u>C-3</u>
East	<u>Ki-Do Karate</u>	<u>C-3</u>
West	<u>Splish Splash Auto Bath</u>	<u>C-3</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes No _____ If yes, explain: Surrounded by C-3 zoning that contains a wide variety of uses

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes No _____ If yes, explain: New owner is the owner of Double J

Doggie Play N Stay. He is plans to move the grooming and doggie day-care services to this location, which requires Industrial zoning

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? Yes No _____

2. Is the proposed change consistent with the Future Land Use Map? Yes No _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

This property is marked as Industrial on the Future Land Use Map.

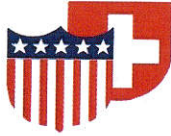
THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:

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

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


Applicant's Signature

4/29/21
Date



City of Highland
Building and Zoning

Exhibit "C"
Determination of Rezoning Request

Date Submitted: 4/29/21
Filing Fees: \$200
Date Paid: 4/29/21
Date Advertised: 5/12/21 & 5/13/21
Date of Sent Notice: 5/12/21
Public Hearing Date: 5/26/21

On May 26, 2021, the City of Highland Combined Planning and Zoning Board at its regular meeting **approved/denied** a request for rezoning for the following:

Double J Doggie Play N Stay LLC (803 3rd St., Highland, IL, 62249), on behalf of the Melvern Noll Estate, is requesting to rezone 140 Woodcrest Drive from C-3 Highway Business District to Industrial. (PIN# 02-2-18-32-15-401-002.001)

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the June 2, 2021 meeting of the City Council.

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

Conditions (if any): _____

Chairperson of the Combined Planning and Zoning Board

JUNE 2/2021
Date

RESOLUTION NO. _____

A RESOLUTION ACCEPTING GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM.

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 been awarded a grant ("Grant") from the Illinois Housing Development Authority ("Authority") program administrator of the Abandoned Residential Property Municipal Relief Program ("Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time; and

WHEREAS, City shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to City, which shall be used by City to assist with the maintenance and demolition of abandoned properties within the City, all in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, City finds that the terms of the Agreement are fair and reasonable, and City finds the Agreement should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare to approve the Agreement; and

WHEREAS, City finds that the City Manager and/or Mayor is hereby authorized and empowered to execute and deliver in the name of or on behalf of City the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for City to perform its obligations under the Agreement; and

WHEREAS, City finds that the City Manager and/or Mayor is hereby authorized and empowered to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolution.

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

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

Section 2. The Agreement (**Exhibit A**) is approved, and City hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of City, to execute any and all documents associated with approving 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



City of Highland
Building and Zoning

June 2, 2021

To: Chris Conrad, City Manager

From: Breann Speraneo, Director of Community Development

RE: IHDA APP Grant Acceptance

I recommend that City Council pass a resolution authorizing the City of Highland to accept a \$45,000 grant through the Illinois Housing Development Authority's Abandoned Property Program.

The City of Highland's Building & Zoning Department applied for this grant in order to receive funding for the expenses incurred through the maintenance and demolition of structures on condemned properties. Our grant application was accepted and a resolution is required to be passed in order to receive the funding.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT PURSUANT TO 65 ILCS 5/8-1-2.5, WITH FURNITURE REWARDS D/B/A: KLOSS FURNITURE, AND OTHER ACTIONS RELATED THERETO

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

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

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

and

WHEREAS, City has determined Furniture Rewards d/b/a: Kloss Furniture (“Developer”), has presented to City a proposal for redevelopment of 135 Poplar Street, Highland, Illinois 62249 (“Property”); and

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

1. Architectural & Engineering Fees - \$30,000
2. Demolition Cost - \$18,000
3. Site Improvement - \$32,000
4. Construction of New Building - \$5,500,000

Total Project Costs (estimate): \$5,580,000

("Project"); and

WHEREAS, Developer’s Project will enable Developer to retain existing staff and create opportunities for additional employment; and

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

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

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

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

1. Reimburse up to 75% of the City's portion of property taxes from the incremental EAV for up to 10 years, not to exceed 20% of Developers eligible costs for the Project ("Business District Incentives");
2. Reimburse City permit fees up to \$10,000;

(*See Exhibit A*); and

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County

**DEVELOPMENT AGREEMENT
FURNITURE REWARDS D/B/A: KLOSS FURNITURE
65 ILCS 5/8-1-2.5**

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

PREAMBLES

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

WHEREAS, Developer is the owner of 135 Poplar Street, Highland, Illinois 62249 (“Property”); and

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

WHEREAS, Developer proposes to renovate, remodel, and develop the Property; and

WHEREAS, City wishes to encourage Developer to renovate, remodel, and develop the Property, and assist Developer with costs, including:

1. Architectural & Engineering Fees - \$30,000
2. Demolition Cost - \$18,000
3. Site Improvement - \$32,000
4. Construction of New Building - \$5,500,000

Total Project Costs (estimate): \$5,580,000

(“Project”); and

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

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

1. Reimburse up to 75% of the City’s portion of property taxes from the incremental EAV for up to 10 years, not to exceed 20% of Developers eligible costs for the Project (“Business District Incentives”);

2. Reimburse City permit fees up to \$10,000;

and

WHEREAS, the Parties desire for City to assist in the improvements for the Project through the use of Business District Incentives and reimbursement of up to \$10,000 of City permit fees under the City's grant of authority pursuant to 65 ILCS 5/8-1-2.5; and

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

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

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

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs through the use of Business District Incentives and reimbursing up to \$10,000 in City permit fees, the Project is not financially feasible and the Project will not move forward; and

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

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

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

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

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

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

- a. Total Estimated Business District Eligible Costs: \$5,580,000.
- b. The City may reimburse 75% of the incremental EAV generated by the development of the Property, or up to a maximum of \$1,116,000 for this Property, up to ten (10) years, or until the maximum funding amount is reached in combination with the other funding assistance:
 - 1) The present base EAV for assessment year 2019 is \$287,250
 - 2) The estimated EAV after redevelopment and completion of the Project is \$2,266,667
 - 3) The estimated City's portion annual incremental taxes generated is estimated to be \$37,624.75 upon completion of the Project.

- 4) 75% of the estimated City's portion incremental taxes generated is \$28,218.00.
- 5) The estimated City's Portion annual incremental tax reimbursement is \$28,218.00 annually for up to ten (10) years, which equals \$282,180.00.

6) **However, the maximum capped incentive payout from City to Developer is \$1,106,000.00 according to this agreement based on payment of other incentives reflected in the agreement, and according to 65 ILCS 5/8-1-2.5.**

- c. City shall reimburse up to \$10,000 in City permit fees.
- d. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
- e. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
 - 1) Voluntary or involuntary bankruptcy of Developer.
 - 2) Voluntary or involuntary closure of the business owned by Developer.
 - 3) Substantial change in the nature of Developer's business without the City's written approval, not to be unreasonably withheld.
 - 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval, not to be unreasonably withheld.

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

obligations of Developer, Developer shall, at its expense, satisfy and discharge the same. Developer acknowledges that City has statutory tort immunity under Local Government and Governmental Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*

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

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

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

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

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

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement due to Developer's non-performance, and if City has spent any economic development funds for the Project, Developer shall reimburse City for expenses accrued at the

time of the opt out for the Project (City shall submit all invoices for reimbursement) within sixty (60) days from the opt out date. Developer shall only be responsible for payment to City of actual City expenditures for the Project at the time of the opt out, and as documented by City.

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

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

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

To the Developer:

Josh Kloss, President
Furniture Rewards DBA: Kloss
Furniture
135 Poplar Street
Highland, Illinois 62249

To the City:

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

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager

FURNITURE REWARDS DBA: KLOSS FURNITURE:

Josh Kloss, President

SALES	Current Annual Gross Sales	<u>\$ 22,000,000</u>
SALES TAX	Current Annual Taxable Sales for Sales Tax	_____
JOBS	Current number of full time jobs (proof from IDES)	<u>In Highland - 45</u>
PROPERTY TAX	Attach a copy of the most current property tax bill Real Estate Taxes for the year	_____
	Parcel ID Number for each property within your development area	<u>02-1-18-33-00-000-016.006</u>
	Parcel ID Number for each property within your development area	<u>02-1-18-33-00-000-016.003</u>
	Parcel ID Number for each property within your development area	_____
	Township (Helvetia Saline Marine)	<u>Saline</u>
	Fair Market Value (or Current Appraisal Value)	<u>\$ 6,800,000</u>
	Taxable Value	_____
	Combination Tax Rate	_____
	Total Tax	_____

<u>ESTIMATES AFTER REDEVELOPMENT</u>	
Acreage or total square footage of the project area	<u>165,957 sq ft</u>
Square Footage of Building / Structures	<u>83,000 sq ft</u>
Estimated Market Value after redevelopment	<u>\$ 6,800,000</u>
EAV after redevelopment (approx 1/3 of Market Value)	<u>\$ 2,266,667</u>
Estimated Annual Gross Sales (Includes Labor)	<u>\$ 22,000,000</u>
Estimated Annual Taxable Sales for Sales Tax	_____
Estimated Number of Newly Created Full Time Jobs	<u>8 - Right Away</u>
Type of Jobs (Clerical Production Sales and Service)	_____
Estimated Annual Salary for each newly created job	<u>\$ 40,000</u>
Estimated Number of Jobs Retained - Full Time	<u>27</u>

Please include a narrative that will address the following:

1. Description of Business / Company Retail Home Furnishings

2. Project Description

- a) Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases;
- b) Evaluation of site or other constraints;
- c) Benefit or Service to the Community;
Create additional jobs and bring more people to the city of Highland

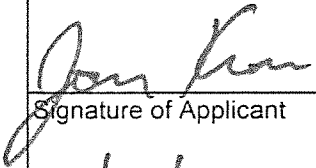
3. A request for the City's assistance with the project that specifies the type(s) of assistance needed and why it is needed.

4. Construction start date and timeline for Project Completion. Start: Sept 21 End: Feb 22

5. Applicant may need to also submit any additional information such as site plans, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

Certification of Applicant


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



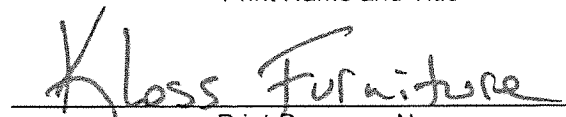
Signature of Applicant

5/21/21

Date



Print Name and Title



Print Company Name

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

CHRIS SLUSSER
MADISON COUNTY TREASURER

Registration #: 787484



PARCEL I.D. NUMBER		RATES 2018	AMOUNT OF TAXES	TAXING DISTRICT	RATES 2019	AMOUNT OF TAXES
02-1-18-33-00-000-016.006		4.8075	\$345.66	HIGHLAND CU #5	4.6673	\$346.31
02-SALINE	TOWNSHIP	0.5953	\$42.79	MADISON COUNTY	0.5746	\$42.61
013	TAX CODE	0.4599	\$33.07	SW IL COLLEGE #522	0.4544	\$33.72
	TAX PAYING AGENT NUMBER	0.3884	\$27.93	HIGHLAND-PIERRON FIRE	0.3873	\$28.74
	2019 REAL ESTATE TAXES	0.3157	\$22.70	SALINE ROAD & BRIDGE	0.2845	\$21.11
0061		CLASS CODE	0.1214	\$8.73	SALINE TOWNSHIP	0.0926
	T.I.F. CERTIFIED ASSESSMENT					
22,260	FAIR MARKET VALUE					
7,190	NON-FARM ASSESSMENT					
X 1.0319	TOWNSHIP MULTIPLIER					
	FARM LAND					
+ 0	FARM BUILDING					
+ 0	TOWNSHIP EQUALIZED VALUE					
= 7,420	HOMESTEAD IMPROVEMENT EXEMP.					
- 0	GENERAL DISABLED VETERAN					
X 1.0000	STATE MULTIPLIER					
= 7,420	STATE EQUALIZED VALUE					
- 0	SR ASSESSMENT FREEZE DEDUCTION					
- 0	GENERAL HOMESTEAD OWNER OCCUPANCY					
- 0	HOMESTEAD DEDUCTION OVER 65					
- 0	FRATERNAL/VETERAN ORG. FREEZE					
- 0	DISABLED PERSON					
- 0	VETERAN EXEMPTION					
= 7,420	TAXABLE VALUE					
X 6.4607	COMBINATION TAX RATE					
+ 0.00	DRAINAGE					
\$479.36	TOTAL TAX					

LEGAL DESCRIPTION	ACREAGE TOTAL = 0.9300	2019 TOTAL TAX	2019 TAXES PAID	2019 TOTAL TAX DUE
PT NW SW		\$479.36	\$0.00	\$479.36

Property Address	078882
KLOSS, STEVEN R AND CECILIA M POPLAR ST HIGHLAND, IL 62249	02-1-18-33-00-000-016.006 KLOSS STEVEN R AND CECILIA M 2466 BECKER RD HIGHLAND IL 62249 <i>warehouse</i>

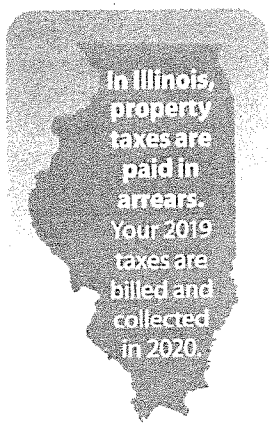
THIS IS NOT A NEW OR ADDITIONAL TAX	
INFORMATIONAL DISTRICTS	AMOUNT
UNIT SCHOOLS PENSION	\$18.65
COUNTY PENSION	\$11.17
TOWNSHIP PENSION	\$0.78
ROAD DISTRICT PENSION	\$0.31

***** REMINDER *****
IF YOU ESCROW TAXES

Check with your mortgage company before paying.

Total Collected in 2019 - \$437,724,207

SCHOOL DISTRICT	56%	\$246,175,429
CITIES/VILLAGES	13%	\$58,558,800
MADISON COUNTY	7%	\$30,797,750
COMMUNITY COLLEGE	7%	\$30,666,131
OTHER DISTRICTS	6%	\$25,996,116
TIF DISTRICTS	6%	\$25,884,277
TOWNSHIPS	5%	\$19,645,704



WARNING: Don't Overpay!

Ways to reduce YOUR equalized assessed valuation (EAV)

Contact the Chief County Assessor's Office @ 618.692.6270

- Homestead — \$6,000
- Senior Citizen — \$5,000
- Disabled Veteran — Contact Assessor
- Returning Veteran — \$5,000
- Disabled Person — \$2,000
- Senior Citizen Freeze — Contact Assessor
- Homestead Improvement — Contact Assessor

CHRIS SLUSSER
MADISON COUNTY TREASURER

Registration #: 652896



PARCEL I.D. NUMBER	02-1-18-33-00-000-016.003		RATES 2018	AMOUNT OF TAXES	TAXING DISTRICT	RATES 2019	AMOUNT OF TAXE
02-SALINE	TOWNSHIP		4.8075	\$13,036.98	HIGHLAND CU #5	4.6673	\$13,060.51
010	TAX CODE	2019 REAL ESTATE TAXES	1.8905	\$5,126.66	CITY OF HIGHLAND	1.8735	\$5,242.62
	TAX PAYING AGENT NUMBER		0.5953	\$1,614.32	MADISON COUNTY	0.5746	\$1,607.88
			0.4599	\$1,247.16	SW IL COLLEGE #522	0.4544	\$1,271.55
0060	CLASS CODE		0.3157	\$856.12	SALINE ROAD & BRIDGE	0.2845	\$796.12
	T.I.F CERTIFIED ASSESSMENT		0.1670	\$452.87	LATZER MEMORIAL LIBRARY	0.1646	\$460.60
	FAIR MARKET VALUE		0.1214	\$329.21	SALINE TOWNSHIP	0.0926	\$259.12
839,570	NON-FARM ASSESSMENT						
271,180	TOWNSHIP MULTIPLIER	LEGAL DESCRIPTION PT NW SW ACREAGE TOTAL = 2.8400					
X 1.0319	FARM LAND						
+ 0	FARM BUILDING						
+ 0	TOWNSHIP EQUALIZED VALUE						
= 279,830	HOMESTEAD IMPROVEMENT EXEMP						
- 0	GENERAL DISABLED VETERAN						
- 0	STATE MULTIPLIER						
X 1.0000	STATE EQUALIZED VALUE						
= 279,830	SR ASSESSMENT FREEZE DEDUCTION						
- 0	GENERAL HOMESTEAD OWNER OCCUPANCY						
- 0	HOMESTEAD DEDUCTION OVER 65						
- 0	FRATERNAL/VETERAN ORG. FREEZE						
- 0	DISABLED PERSON						
- 0	VETERAN EXEMPTION						
= 279,830	TAXABLE VALUE						
X 8.1115	COMBINATION TAX RATE						
+ 0.00	DRAINAGE						
\$22,698.40	TOTAL TAX						

02-1-18-33-00-000-016.003
KLOSS STEVEN R AND CECILIA M
2466 BECKER RD
HIGHLAND IL 62249

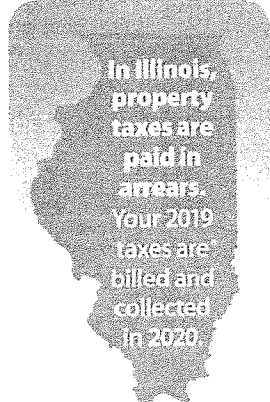
warehouse

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- Senior Citizen — \$5,000
- Disabled Veteran — Contact Assessor
- Returning Veteran — \$5,000
- Disabled Person — \$2,000
- Senior Citizen Freeze — Contact Assessor
- Homestead Improvement — Contact Assessor



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: June 2, 2021
Re: Redevelopment Agreement with Furniture Rewards dba Kloss Furniture

RECOMMENDATION: It is the Staffs recommendation that Council approve the attached Redevelopment Agreement with terms detailed below.

DISCUSSION: Furniture Rewards is proposing to build an expansion onto its existing warehouse at 135 Poplar Street. The project location falls within the Business District, and is eligible for incentives including, property tax rebates and certain fee reimbursements.

Furniture Rewards is proposing to construct the warehouse addition with improvements totaling \$5,580,000 in eligible project costs. The Redevelopment Agreement would rebate 75% of the increment of the City's portion of property taxes, generated as a result of the project's completion. The City will additionally reimburse permits and fees up to a maximum of \$10,000.

The maximum incentives the project would be eligible for is \$1,116,000, or 20% of the projects costs. The total property tax rebate is estimated to be \$28,218 per year for a period of 10 years. Based on these estimates, the total incentives projected to be paid over the 10 year agreement is \$292,218.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN APPLICATION SUBMITTED BY RON MOSS,
ON BEHALF OF DAIRY QUEEN, AND AWARDING CERTAIN FINANCIAL
INCENTIVES UNDER THE CITY OF HIGHLAND
FAÇADE IMPROVEMENT PROGRAM**

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, Ron Moss, on behalf of Dairy Queen (“Developer”), is the owner of 12613 State Route 143 in Highland, Illinois (“Property”); and

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

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

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

1. New Markee Signage - \$29,888.00
2. Installation - \$10,000.00

Total Estimated Project Costs: \$39,888.00
("Project"); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to \$10,000.00; and

WHEREAS, under the City Façade Improvement Program, Developer’s Project is eligible for up to \$9,972.00 in incentive payments from City; and

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

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to approve the Application and Agreement submitted by Developer (*See Exhibits A, B*); and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are

necessary to approve the Application and Agreement submitted by Developer (*See Exhibits A, B*).

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 Application and Agreement submitted by Developer (*See Exhibits A, B*) are approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute the Application and Agreement submitted by Developer (*See Exhibits A, B*).

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

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

AYES:

NOES:

APPROVED:

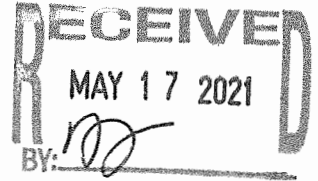
Kevin B. Hemann, Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County



City of Highland



Facade Improvement Program Application

Property Address: 12613 STATE RTE. 143

Owner Name: RON MOSS Phone Number: 618-670-4792

Address: 6 RIALTO Email: TDQDOW2@AOL.COM

Current Tenant(s): SELF

Estimated Project Cost: 35-40,000

Requested Reimbursement Amount (max 25% of Project Costs): 10,000

Proposed Improvements	Estimated Cost Per Improvement
1. <u>NEW MARKEE SIGNAGE</u>	<u>29,888</u>
2. <u>INSTALLATION</u>	<u>10,000</u>
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:

Dear Franchisee,

As you are choosing your digital reader board matrix size, please keep in mind that ADQ recommends a matrix size of **10mm 108 X 216, 15.85mm 60 X 125 or 19.8mm 48 X 100** in order to have some consistency in the system. This will simplify the process when additional images are created. Also note, these are the **only sizes that will be supported when/if vendor support ceases.**

What does this mean? At this time the digital reader board companies are supplying images free of charge to all matrix sizes that they have sold to *Dairy Queen* franchisees. They do this as a free service to make the purchase of a digital reader board more attractive to the franchisee. Once digital reader boards have reached critical mass within the *Dairy Queen* system and sales cease, these companies could chose to end their ongoing image support. However ADQ plans on supporting stores with images based on the 10mm 108 X 216, 15.85mm 60 X 125 and 19.8mm 48 X 100 matrix for many years to come. Currently there are a wide variety of generic images available the two recommended sizes that are not available for any other size. ADQ will never be able to support all the sizes and file types of boards that are currently in the system as there are well over 80 different configurations and it continues to grow quarterly.

We want to ensure that each franchisee that is purchasing a board at a size that is other than the two recommended understands the implications. Please sign, date and return this letter to your reader board manufacturer to verify the support program has been explained to you accurately.

Thank you.

Janna Rider
Director of Digital Merchandising
952-830-0479
Jeff Schufman
Digital Merchandising Specialist
952-830-0466

I acknowledge that I have read and understand the ADQ recommendation for reader board sizes and the image support program.

_____ Date _____

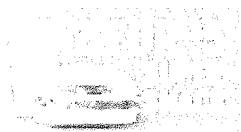
Please return the signed letter to Janna Rider or Jeff Schufman.

or

DAKTRONICS

DIGITAL READER BOARDS

PROVIDED BY ALLEN INDUSTRIES



4' x 7'

\$ 29,888

PIXEL LINE SPACING 10 MM

LINES x COL. 108 x 216

INSTALLATION = \$ 6,000 - \$ 10,000

4' x 7'

\$ 22,225

15.85

4' x 7'

\$ 17,899

19.8

**FAÇADE IMPROVEMENT PROGRAM AGREEMENT
BUSINESS DISTRICT A**

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

PREAMBLES

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

WHEREAS, Developer is the owner of 12613 State Route 143 in Highland, Illinois ("Property"), which is located in City Business District A; and

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

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

1. New Marquee Signage - \$29,888.00
2. Installation - \$10,000.00

Total Estimated Project Costs: \$39,888.00

("Project"); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to \$10,000.00; and

WHEREAS, under the City Façade Improvement Program, Developer’s Project is eligible for up to \$9,972.00 in incentive payments from City; and

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

WHEREAS, to ensure the Project is constructed in a manner consistent with City’s applicable ordinances and regulations, City and Developer deem it in their mutual interest to enter

into an agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

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

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

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

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

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

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

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

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

1. The Façade Improvement Program will provide up to 25% of the documented cost to improve the exterior façade of eligible commercial buildings in Business District A.
2. The maximum payment under the Façade Improvement Program, regardless of the total cost to improve the exterior façade of eligible commercial buildings in Business District A, shall not exceed \$10,000.00.
3. To be eligible for payment under the Façade Improvement Plan, the minimum total cost to improve the exterior façade of eligible commercial buildings in Business District A shall be \$10,000.00.
4. City shall allocate \$50,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to be paid out from May 1 to April 30 of any given year where the Façade Improvement Plan has been approved by City.
5. City shall award Façade Improvement Program incentives according to the order in which the applications were accepted by City as approved.

6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$50,000 in any given year; the cap for Façade Improvement Program incentives shall be \$50,000 for each year the Program has been authorized by City.
7. The Façade Improvement Program shall include total approved costs incurred by commercial building owners, whether incurred personally or paid to third-party independent contractors, for improvements and repairs to the exterior facades of commercial buildings in Business District A.
8. Reimbursement of approved Project costs may be made within 45 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline.

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

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

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

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days

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

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

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

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

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

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

To the Developer:

To the City:

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

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager

DEVELOPER:

Ron Moss



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: June 2, 2021
Re: Approval of Façade Improvement Program Agreement with Dairy Queen for 12613 State Route 143

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Dairy Queen, by Ron Moss at 12613 State Route 143.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$39,888. Proposed improvements (with estimates) include:

1. New Markee Signage & Installation \$39,888

Staff has verified these improvements have yet to begin construction and qualify to receive the grant.

FISCAL IMPACT: Developer will be eligible for a maximum of \$9,972 (25% of estimated eligible project costs) to be reimbursed at the completion of the work and after invoices have been submitted. Reimbursement will be issued from Business District A.

ORDINANCE NO. _____

AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND, ILLINOIS, SURPLUS, AND AUTHORIZING ITS SALE AND/OR DISPOSAL, INCLUDING POLICE DEPARTMENT VEHICLES

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, City owns Police Department Vehicles 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, including:

- 2015 Ford Explorer VIN 1FM5K8AR5FGA88290

- 2014 Ford Explorer VIN 1FM5K8AR9EGA65094
- 2006 Chevrolet Impala VIN 2G1WD58C 169328853
- 2008 Chevrolet Impala VIN 2G1WT58K0813 12851
- 2007 Chevrolet Impala VIN 2G1WB55K069405245

(hereinafter “Police Department Vehicles”); and

WHEREAS, City has determined the City Manager, or his designee, is permitted to sell and/or dispose of the surplus personal property, including the Police Department Vehicles, for the maximum value that can be obtained, 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, including the Police Department Vehicles, 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, including the Police Department Vehicles, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property (Police Department Vehicles) 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, including the Police Department Vehicles, as the City Manager sees fit.

Section 4. The City Manager, or his designee, is directed and authorized to sell and/or dispose of the surplus personal property, including the Police Department Vehicles, for the maximum value that can be obtained, to be determined solely City Manager, or his designee.

Section 5. That 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:

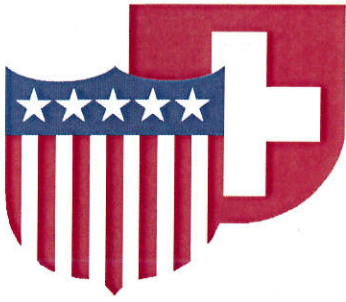
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm, City Clerk
City of Highland
Madison County



City of Highland
POLICE DEPARTMENT

Charlie Becherer, CHIEF OF POLICE

To: Christopher Conrad, City Manager
From: Charlie Becherer, Chief of Police
Date: May 27, 2021
Subject: Declaring Vehicles as Surplus Property for the Police Department

RECOMMENDATION

I recommend that you request council's approval to declare the following vehicles as surplus property for the Highland Police Department.

- 2015 Ford Explorer VIN 1FM5K8AR5FGA88290
- 2014 Ford Explorer VIN 1FM5K8AR9EGA65094
- 2006 Chevrolet Impala VIN 2G1WD58C169328853
- 2008 Chevrolet Impala VIN 2G1WT58K081312851
- 2007 Chevrolet Impala VIN 2G1WB55K069405245

DISCUSSION

The above vehicles are no longer being utilized at the police department as they have all been replaced with newer models. These vehicles will be placed for sale via a sealed bid auction with all sales final to the highest bidder.

FISCAL IMPACT

Funds from the sale of these vehicles will be placed in the Police Department's miscellaneous revenue account.

CONCURRENCE

Recommended By: Charlie Becherer
Charlie Becherer, Chief of Police

Approved By: Christopher Conrad
Christopher Conrad, City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ALCOHOLIC LIQUOR, TO INCREASE THE NUMBER OF A1 LIQUOR LICENSES TO FIVE AND DECREASE THE NUMBER OF F LIQUOR LICENSES TO 1

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

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

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

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

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

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “A1” liquor licenses as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

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

- a. Class "A1" license will not permit the licensee to operate video gaming terminals upon the premises. The annual fee for such license shall be \$500.00.

and

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

6-2-7 CLASSIFICATION - FEE – LIMITATION.

(6) *Class "F" licenses: BYOB/Corking.* Class "F" licenses shall authorize alcoholic liquor of all varieties for consumption on the premises as long as the alcoholic liquor is brought onto the premises by a guest, customer, invitee, caterer retailer, etc. of the class "F" licensee. A class "F" BYOB/Corking license shall be subject to all of the following conditions:

- a. Every applicant for a class "F" license must meet all the conditions applicable to other license applicants;
- b. Every such bottle, can, or container containing alcoholic liquor shall be opened by the licensee, its agent, employee, or caterer retailer;
- c. The licensee, its agent or employee shall not serve, pour or provide storage for the alcoholic liquor;
- d. The licensee may provide only glasses, ice and an ice holder;
- e. The licensee, its agent or employee shall not permit any customer to leave the licensed premises with open alcoholic liquor;
- f. Unconsumed alcoholic liquor must be disposed of by the customer prior to exiting the licensed premises or sealed;
- g. A licensee may charge a BYOB/Corking fee to be determined by the licensee;
- h. No restaurant, as defined supra, may obtain a class "F" license.

The annual fee for such license shall be \$100.00.

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

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

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

Class A1	4
Class A2	6
Class B	5 (Unlimited)
Class C	5 (Unlimited)
Class D1	7
Class D2	8
Class E	2 (Unlimited)
Class F	2 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to increase the number of A1 liquor licenses from four (4) to five (5) licenses; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to reduce the number of F liquor licenses from two (2) to one (1) licenses; and

WHEREAS, City has determined the additional A1 liquor license will be issued to a qualified applicant by way of separate resolution.

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

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

Section 2. Chapter 6, of the Code of Ordinances, City of Highland, shall now read:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

(9) Limitation on Number of Licenses Issued.

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

Class A1	5
Class A2	6
Class B	5 (Unlimited)
Class C	5 (Unlimited)
Class D1	7
Class D2	8

Class E	2 (Unlimited)
Class F	1 (Unlimited)
Class G	2
Class H1	0 (Unlimited)
Class H2	1

Section 3. The number of A1 liquor licenses will be increased from four (4) licenses to five (5) licenses.

Section 4. The additional A1 liquor license will be issued to a qualified applicant by way of separate resolution.

Section 5. The number of F liquor licenses will be decreased from two (2) licenses to one (1) license.

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

Passed by the City Council 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

RESOLUTION NO. _____

A RESOLUTION ISSUING AN “A1” LIQUOR LICENSE TO HIGHLAND ARTS & CRAFTS, LLC, AND TERMINATING HIGHLAND ARTS & CRAFTS, LLC’S “F” LIQUOR LICENSE, PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF HIGHLAND, ENTITLED ALCOHOLIC LIQUOR

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

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

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

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

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

WHEREAS, Highland Arts & Crafts, LLC desires to obtain an “A1” Tavern (no video gaming) liquor license; and

WHEREAS, Highland Arts & Crafts, LLC no longer desires to hold a “F” Liquor License; and

WHEREAS, Highland Arts & Crafts, LLC submitted an Application for a Retail Liquor Dealer's License to City (*see* Application attached hereto as **Exhibit A**); and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class "A1" liquor licenses as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

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

- a. Class "A1" license will not permit the licensee to operate video gaming terminals upon the premises. The annual fee for such license shall be \$500.00.

and

WHEREAS, Highland Arts & Crafts, LLC's Application for Retail Liquor Dealer's License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City Council recently passed an Ordinance increasing the number of "A1" liquor licenses available from four (4) to five (5); and

WHEREAS, City has determined there is one "A1" liquor license currently available to be issued to Highland Arts & Crafts, LLC; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue Highland Arts & Crafts, LLC an "A1" Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the "A1" liquor license to Highland Arts & Crafts, LLC; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue an "A1" liquor license to Highland Arts & Crafts, LLC.

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

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

Section 2. City shall issue an “A1” liquor license to Highland Arts & Crafts, LLC.

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

Passed by the City Council 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

Thank you for considering our application for an upgraded liquor license. We recently moved to 821 Main Street on the square from our previous location on Suppiger Ln. Our current location is amazing, but much smaller. As a result, we downsized much of our consignments/retail and all of our craft supplies.

We now focus mostly on art/craft events and having a studio where anyone can come create something fun (paintings, signs, jewelry, mosaics, and various other projects)

In 2019, we acquired a class F license to allow adults to bring wine to certain designated events. It was/is a popular option. In 2020, we all know what happened and events ceased. We had to quickly switch gears to doing virtual classes and selling "to go" project kits to stay afloat.

In January of this year, we realized that to continue to grow we would need to find a better location with more visibility even if it meant a downsize. We are getting good now at "pivoting" and finding new opportunities to keep our business fresh. We don't have the same amount of retail and we have smaller studio space, so we are looking at ways to add value and also bring in more revenue.

We want to add the ability to purchase wine (and wine only!) by the glass as part of our offerings. If a guest loves something they've tasted, they could purchase a closed bottle to take home. We would also like to do periodic tastings or promotions (seasonally and in accordance with local and state laws of course) to bring more people into our studio. Ideally, we'd like to have the ability to serve wine 3 or 4 nights a week for just a few hours: 4pm at the earliest until 10pm at the latest. Wednesday - Saturday. We would like to start offering wine in July if possible.

The bar we want to install is very small - it actually folds down and we will have a lock on our wine fridge/bar when it's not in use or when we have any minors on the property (we do birthday parties on Sundays) Our fridge will be in our back room which our guests do not have access to anyway.

It won't be like walking into a bar - it will just be basically a value added service for our guests and hopefully an additional stream of revenue for us. We never have more than 15 to 20 people in our space at a time and when we do it's 99% of the time a privately booked event. We would not have wine available at any event where minors can participate. We currently do not allow BYOB wine at any designated family friendly event.

We have never had an issue with anyone behaving in an improper manner or becoming intoxicated. We keep them too busy to drink more than a glass or two! We also have completed training as part of our insurance requirements. We are responsible in the handling of our current class F designation and will continue to put safety first. We will only serve/sell inside our business and not at off-property events.

We enjoy wine and feel it would be a profitable addition to our current location, drawing more people to the area and to our business. We are not like chain places. Our unique little studio/shop offers many more choices to our guests and provides a unique experience. We do have several regulars from Highland and surrounding areas and they keep coming back. We'd like to keep expanding and keep it fresh and fun for all of our returning guests and those yet to discover us.

With the revitalization happening in the area, this would be a great opportunity for us and an asset to Highland. Thank you again for your consideration.

Sincerely,

Nicholas Aranowski Overseer of Creative Operations (owner)
Highland Arts & Crafts (and hopefully wine!)

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

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

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

1. Applicant: Nicholas Aranowski/Highland Arts & Crafts LLC
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION ---TYPE OR PRINT CLEARLY)

2. Trade, Partnership or Assumed Name _____

3. Give date partnership/corporation was formed under name given on Line 1: 16 19 2018
Month Day Year

4. Location of above place of business 821 Main Highland IL 62249
NUMBER STREET CITY STATE ZIP CODE

5. Has your assumed name been filed with the County Clerk?
yes

6. Are alcoholic liquors stored but not sold at any location other than the one given above?
NO

If "yes", give location: _____

7. Check principal kind of business:

NUMBER	STREET	CITY	STATE	ZIP CODE
<input type="checkbox"/> Restaurant	<input type="checkbox"/> Tavern			
<input type="checkbox"/> Hotel	<input type="checkbox"/> Grocery Store	<input checked="" type="checkbox"/> Amusement Place		
<input type="checkbox"/> Club	<input type="checkbox"/> Package Store	<input type="checkbox"/> Department Store		
<input type="checkbox"/> Country Club	<input type="checkbox"/> Gaming Hall	<input type="checkbox"/> Convenience Store		

8. Give name and address of owner of premises: V&F Rentals LLC, 304 W Main St, Collinsville, IL 62234

9. Has a Liquor License been revoked at this location within the past year? NO

10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: Nicholas Thomas Aranowski
305 S East St Alhambra IL 62001. October 12, 1982

A. Is such manager a resident of the City of Highland, Illinois? YES NO

11. If "yes", how long and address of person _____

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

A. If answer to the above is "yes", is your place of business a hotel offering restaurant service, a regularly organized club, a food shop, or other place where the sale of liquor is not the principal business carried on? _____

B. If answer to (A) is "yes", on what date was business started? _____

13. Have any manufacturers, importing distributor or distributor directly or indirectly paid or agreed to pay for this license, advanced money, or anything else of value. Except as specifically permitted in the Act, or any credit, (Other than merchandising credit in the ordinary course of business as specifically permitted in the Act), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? NO If answer is "yes", give particulars _____

14. Applicant Information: Name Nicholas Aranowski

A. Residence Address 305 S. East Alhambra IL 62001
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Rochester, Oakland, Michigan
NAME OF CITY, COUNTY AND STATE

Date of Birth: October 12, 1982
Month Day Year

C. Are you a citizen of the United States? yes If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction NO

E. Have you ever made application for a liquor license for any other premises? YES

Date: July 2019 State disposition of application: Approved / Class F

Give address: 207 Suppiger Ln Highland IL 62249

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? NO If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? NO Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? NO Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? yes

15. Co-Applicant information: Name _____

A. Residence Address _____
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: _____
NAME OF CITY, COUNTY AND STATE

Date of Birth: _____
Month Day Year

C. Are you a citizen of the United States? _____ If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction _____

E. Have you ever made application for a liquor license for any other premises? _____

Date: _____ State deposition of application: _____

Give address: _____

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? _____ If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____

CITY COUNTY STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? _____

16. State the Names, Home addresses and DOB of all officers and directors of said Corporation:

Name (Last,First,MI) Home Address (Street, City, State, Zip) Date of Birth

Aranowski, Nicholas T 305 S. East St Alhambra, IL 62001 10/12/1982

17. If a majority interest in the stock of the Corporation is owned by one person, or his nominees, state the name and address of such person: _____

18. State the location and description of the premises or place of business which is to be operated under this license: (Attach a detailed diagram of property noting exits, entrances, location of bar, coolers and specific areas where retail liquor may be sold and consumed including and outside areas.)

Street Address: 821 Main St Highland IL 62249

Owner of Property: Tejada Robert/V&F Rentals LLC
Last First MI

Address: 304 W Main St Collinsville IL 62234
Street/ PO Box City State Zip

Lease from: Month February Day 22 Year 2021 TO

Month February Day 22 Year 2022

(Attach copy of lease to this application)

19. As to any officer, the proposed Manager, or any Director of the Corporation, or a Stockholder owning more than five percent (5%) in the aggregate of the stock in said Corporation, state as follows: Have any of the above ever made application for similar license at a different premises?

A. If yes, the disposition and date of said application _____

B. State whether any of the above had a previous license revoked by the State, United States Government, or any political subdivision or city? _____

C. If yes, the reasons therefor _____

20. List Name, Addresses and Phone Numbers of five (5) references:

<u>Tom Koch</u>	<u>207 Suppiger Ln Highland IL 62249</u>	<u>618-781-4808</u>
Name	Address	Phone

<u>Leyla Harrell</u>	<u>1216 Fairway Dr. Alton, IL 62002</u>	<u>618-616-8850</u>
Name	Address	Phone

<u>Patrick Crockarell</u>		<u>618-407-3893</u>
Name	Address	Phone

<u>Nathan Oliveria</u>	<u>1000 Beech St Highland IL 62249</u>	<u>618-304-4254</u>
Name	Address	Phone

<u>Jo Sander</u>	<u>8572 Fruit RD Edwardsville IL 62025</u>	<u>618-799-9617</u>
Name	Address	Phone

AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)

I (We) do solemnly swear (or affirm) that the statements given above are true and correct to the best of my (our) knowledge and belief; that I (We) will comply with all regulations of Federal, State and Local Liquor Control Laws; that a copy of an ordinance governing the sale at retail of alcoholic liquors and beverages in this municipality has been furnished to me (us); that I (We) understand the same, and agree to comply with all the provisions set forth therein.

I (We) agree to submit a copy of the State of Illinois Retail Dealers License when received. I shall attach to this application a financial statement listing all assets and liabilities of all owners. I shall attach certificates of proof of coverage for dram shop insurance.

I (We) swear (or affirm) that I (We) will not violate any of the laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this application are true and correct and are made for the purpose of inducing the City of Highland, Illinois to issue the license herein applied for

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13 DAY OF May, A.D. 2021

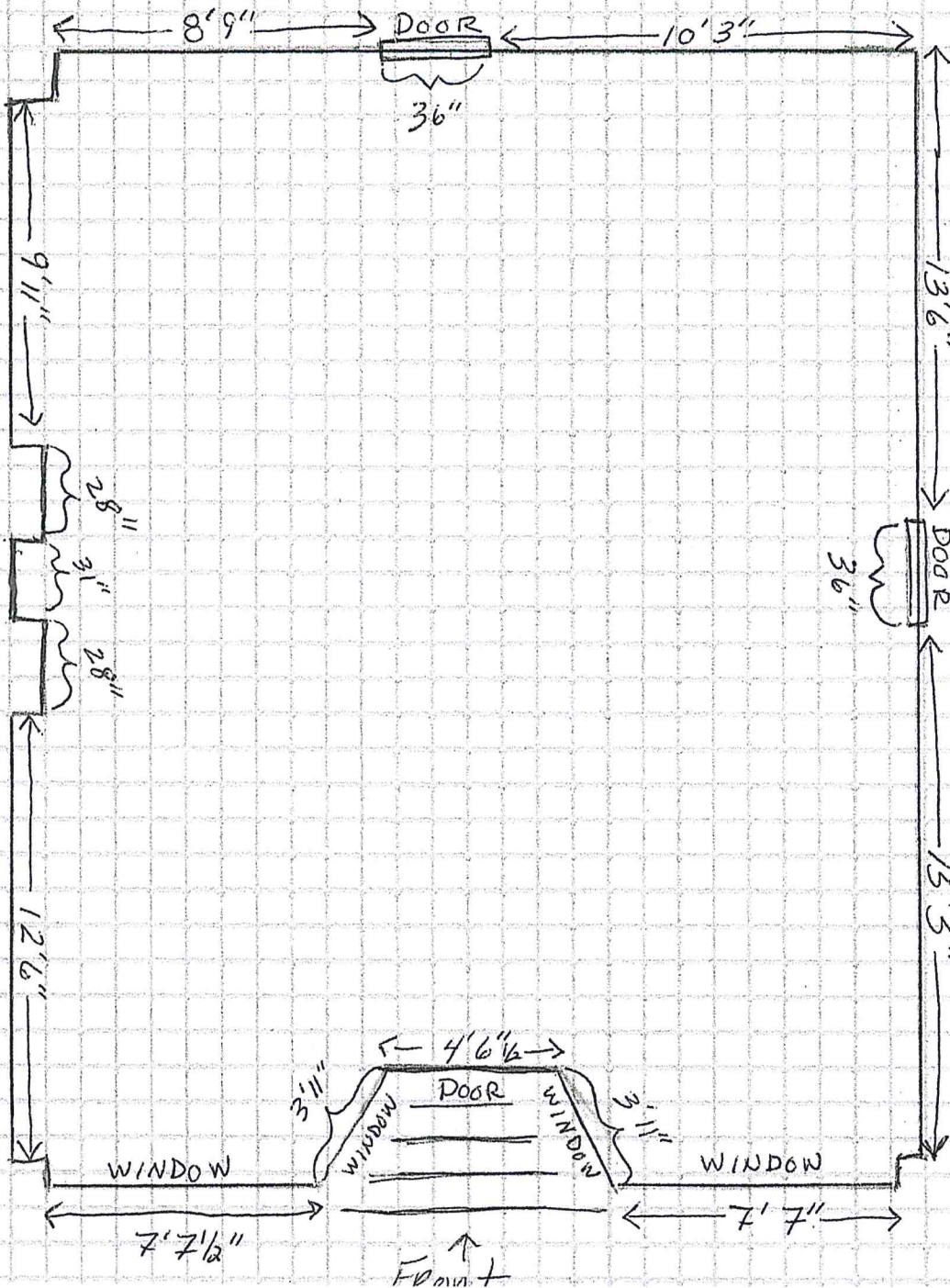


Jacklyn M Heimbürger
Notary Public

(SEAL)

APPLICANT (S):

Nicholas Branowski



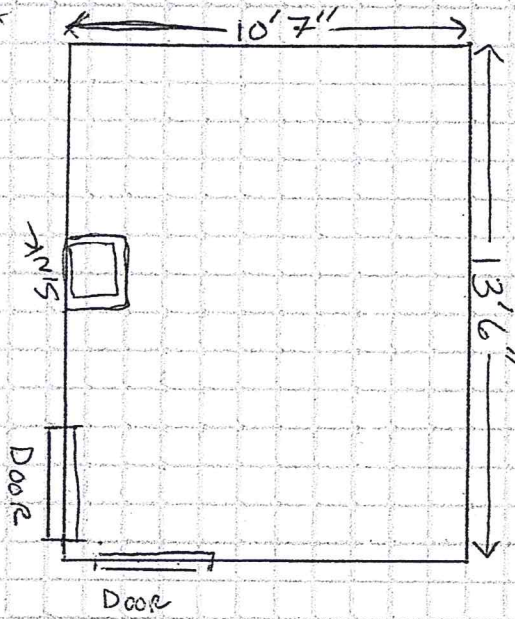
MAIN AREA

1 square = 1 foot

cm Medina

BACK ROOM

1 square = 1 Foot



© 2000

V&F RENTALS, LLC
304 W MAIN ST
Collinsville, IL 62234
618-346-1064

BASIC RENTAL AGREEMENT AND/OR LEASE AGREEMENT

This Rental Agreement and/or Lease Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/ **V&F Rentals, LLC**, shall be referred to as "OWNER" and Tenant(s) Lessee, Nicholas Aranowski DBA Highland Arts & Crafts LLC shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to residence, the premises located at 821 Main St. in the city of Highland.

1. **TERMS:** RESIDENT agrees to pay in advance \$ *750 per month on the 15th day of each month. This agreement shall commence on February, 22 2021 and continue;(check one)

NTA — *If rent is paid by the 5th / 15th, before 5pm, the rent will be discounted to \$690.

- A. until February 28, 2022 as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying TENANT and/or expiration of said time period, whichever is shorter. RESIDENT must give a 30 day written notice prior to moving out.
- B. on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.
2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows 304 West Main, Collinsville, IL 62234. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$690 and a Security Deposit of **\$ 690 and additional charges/fees for non-refundable payments due from RESIDENT under this agreement, if any. All payments are to be made payable to V&F Rentals, LLC.

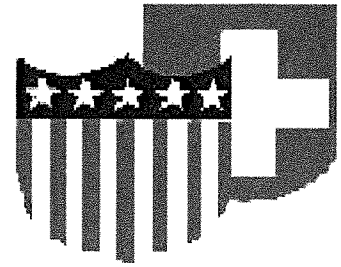
*If rent is paid by the 5th / 15th, before 5pm, the rent will be discounted to \$690.

3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT

Expenditure Listing # 1196

From 5/8/2021-6/4/2021

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



Check	Vendor/Employee	Transa	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet				
5104	LOGSDON STATIONERS, INC.	Supplies for Central Purchasing	05/21/2021	225.68
5155	TRIPACK, INC.	Supplies for Central Purchasing	05/21/2021	1,577.11
5201	AMAZON CAPITAL SERVICES	Supplies for WRF	06/04/2021	564.25
5238	Highland Optimist Club	Optimist Garbage Bags Order for Central Purchasing	06/04/2021	898.00
Total for Department: 000 Balance Sheet Accounts				3,265.04
Department: 011 General Admin				
ACH PAI	US POSTAL SERVICE	MAY UTILITY BILLING POSTAL CHARGES	06/04/2021	2,571.12
5025	Lana R Hediger	PER DIEM IIMC ANNUAL CONFERENCE 05/09/2021-05/14/20	05/08/2021	229.75
5026	Megan Von Hatten	PER DIEM IIMC ANNUAL CONFERENCE 05/09/2021-05/14/20	05/08/2021	229.75
5040	AMERICAN MARKETING & PUBLIS	GSV VIRTUAL TOUR PROGRAM 13-17 IMAGES/ GOOGLE L	05/21/2021	795.00
5043	AssuredPartners Cornerstone LLC	COBRA ADMIN ANNUAL FEE 1/1/21-12/31/21	05/21/2021	250.00
5047	BASS COMPANY LLC	QTY 5000 - # 9423 LETTERHEAD 8.5 X 11	05/21/2021	408.00
5061	City Petty Cash	NOTARY AT COUNTY FOR MEGAN VONHATTEN	05/21/2021	10.00
5062	City Utilities	UTILITIES - CITY HALL	05/21/2021	902.65
5077	FRONTIER	PHONE CHARGES - ALARM	05/21/2021	48.20
5085	Highland Area Christian Servic	APRIL GOOD SAMARITAN	05/21/2021	1,888.22
5086	Highland Communication Services	HCS SERVICES - HACSM	05/21/2021	538.42
5091	Howard Technology Solutions	MICROSOFT SURFACE GO TYPE - QTY 1 - KEVIN HEMANN	05/21/2021	838.00
5109	Mastercard	ZOOM MONTHLY 4/21/2021-5/20/2021	05/21/2021	285.90
5128	Reding Tire & Battery Inc	OLF 6 QUARTS - CHRIS CONRADS CAR	05/21/2021	34.45
5129	ROBERT (BOB) SANDERS WASTE S	CITY HALL RECYCLING SERVICES	05/21/2021	7.50
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	7,439.80
5138	SPRINGBROOK HOLDING COMPAN	ESS MODULE - PROFESSIONAL SERVICES (@\$120 FOR 5.5	05/21/2021	10,345.25
5150	The Machine Shop	ELECTRULUX UPRIGHT VACUUM BAGS - CITY HALL	05/21/2021	15.95
5151	Third Millennium Assoc Inc	Utility Bill Printing Service	05/21/2021	393.70
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	783.72
5166	Watts Copy Systems Inc.	COPIER LEASE / USAGE FOR LANA'S COPIER	05/21/2021	109.58
5169	WEX BANK	APRIL FUEL	05/21/2021	35.12
5181	RED RIVER CHAPTER OF TMCA	MEGAN VON HATTEN - ATHENIAN LEADERSHIP SOCIETY	05/27/2021	60.00
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	42.81
5201	AMAZON CAPITAL SERVICES	TABLET CASE FOR MAYORS SURFACE PRO	06/04/2021	19.98
5204	Aramark Uniform Services	APRIL RUG SERVICES	06/04/2021	48.83
5205	AssuredPartners Cornerstone LLC	APRIL FSA PLAN ADMIN / DEBIT CARD FEE	06/04/2021	208.00
5209	BARNETT PEST SOLUTIONS	MONTHLY PEST CONTROL - CITY HALL	06/04/2021	40.00
5212	Centro Print Solutions	QTY 15,000 - MULTI PURPOSE CHECKS - MPCK-T	06/04/2021	1,202.99
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	254.08
5220	DexYP	MONTHLY PHONE LISTING	06/04/2021	89.40
5271	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 04/30/2021 - JASON METTLER,ET /	06/04/2021	1,143.34
5283	Third Millennium Assoc Inc	Utility Bill Printing Service	06/04/2021	188.65
5292	Watts Copy Systems Inc.	COPIER LEASE / USAGE FOR BOTH COPIERS IN CITY HAL	06/04/2021	537.51
Total for Department: 011 General Admin				31,995.67
Department: 012 Police Dept				
ACH PAI	CHARLES J BECHERER	INTERIM CHIEF OF POLICE PER CONTRACT	05/21/2021	5,000.00
5038	AMAZON CAPITAL SERVICES	Earmuffs for Range	05/21/2021	141.84

5039	Ameren Illinois	POLICE GAS UTILITIES	05/21/2021	56.30
5056	CBA PRODUCTIONS INC	RADIO MESSAGE FOR MEMORIAL DAY SAFETY	05/21/2021	199.00
5062	City Utilities	POLICE DEPT UTILITIES RADIO TOWER	05/21/2021	1,178.72
5068	DigitalArtz LLC	SRO DODGE CHARGER GRAPHICS	05/21/2021	900.00
5077	FRONTIER	POLICE DEPT FAX LINE	05/21/2021	41.24
5079	Galls, LLC	EQUIP NEW HIRE P140	05/21/2021	768.41
5080	GLOBAL TECHNICAL SYSTEMS, INC	EQUIPMENT/BUILD FOR FORD TAURUS	05/21/2021	9,869.34
5086	Highland Communication Services	POLICE DEPT TV/PHONE/INTERNET	05/21/2021	502.04
5094	ILSROA	SRO CONFERENCE C. FLAKE JUNE 23-25	05/21/2021	199.00
5098	JOHN DEERE FINANCIAL		05/21/2021	1.99
5099	JOSEPH O'DONNELL & ASSOCIATES	EAP ASSISTANCE - DAVID BRINES	05/21/2021	206.60
5102	Michael Krohn	NOTARY FEE M. KROHN	05/21/2021	10.00
5103	Leon Uniform Company Inc	KUNZ POLICE JACKET	05/21/2021	163.98
5107	MADISON COUNTY INFORMATION	LEADS LEASE FROM CO.	05/21/2021	24.28
5109	Mastercard	KINGERY HEARING PROTECTION RANGE	05/21/2021	2,806.38
5121	PAETEC	POLICE DEPT LONG DISTANCE	05/21/2021	2.05
5126	Ray O'Herron Co Inc	OUT VESTS P124,P125,P126	05/21/2021	1,454.47
5128	Reding Tire & Battery Inc	CAR 4 NEW TIRES/4 WHEEL ALIGNMENT	05/21/2021	649.40
5129	ROBERT (BOB) SANDERS WASTE S	PD RECYCLING SERVICES	05/21/2021	15.00
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	1,440.53
5142	SUMNER ONE, INC.	COPIER MAINT./LEASE POLICE DEPT	05/21/2021	351.42
5152	TRANSUNION RISK AND ALTERNA	TLO BACKGROUND CHECK INVESTIGATIONS	05/21/2021	75.00
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	1,421.45
5169	WEX BANK	APRIL FUEL	05/21/2021	2,615.58
5201	AMAZON CAPITAL SERVICES	HOLSTER AND GUN LIGHT	06/04/2021	261.60
5204	Aramark Uniform Services	APRIL RUG SERVICES	06/04/2021	57.76
5208	AXON ENTERPRISE, INC.	TASER BATTERIES 5X26 AND 5 X26P	06/04/2021	608.70
5209	BARNETT PEST SOLUTIONS	PEST CONTROL POLICEDEPT.	06/04/2021	25.00
5218	Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	3.32
5220	DexYP	MONTHLY PHONE LISTING	06/04/2021	36.30
5235	GLOBAL TECHNICAL SYSTEMS, INC	RADIO MICS (2)	06/04/2021	210.00
5244	Knebel's Auto Body Inc	REPLACE SQUAD 2 MIRROR WITH ANOTHER SUV	06/04/2021	65.00
5247	MADISON COUNTY INFORMATION	LEADS LEASE FROM MADISON CO.	06/04/2021	24.28
5267	Ray O'Herron Co Inc	VEST NEW HIRE P140	06/04/2021	782.08
5269	Reding Tire & Battery Inc	CAR 3 REAR BRAKE PADS FOR DISC BRAKES	06/04/2021	145.00
5271	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 04/30/2021 - LABOR AND EMPLOY	06/04/2021	51.00
5286	TRANSUNION RISK AND ALTERNA	TLO BACKGROUND CHECK INVESTIGATIONS	06/04/2021	75.00

Total for Department: 012 Police Dept

32,439.06

Department: 013 Building & Zoning

ACH PAI	CARDPOINT MERCHANT SERVICES	MAY CREDIT CARD FEES	06/04/2021	58.45
5060	City Of Highland	24 Black Oak- Service Panel/ Meterbase	05/21/2021	574.10
5063	COAST TO COAST COMPUTER PRO	202A Black	05/21/2021	223.96
5066	Crawford, Murphy & Tilly Inc	Highland On-Call Planning Service 2020	05/21/2021	1,280.00
5077	FRONTIER	PHONE CHARGES	05/21/2021	40.70
5086	Highland Communication Services	COMMUNICATION CHARGE	05/21/2021	239.29
5105	Craig Loyet	1210 Zschokke Street- Underfloor & Rough-in	05/21/2021	95.00
5109	Mastercard	GIS BASIC TERM LICENSE	05/21/2021	800.38
5129	ROBERT (BOB) SANDERS WASTE S	2610 PLAZA DR RECYCLING SERVICES	05/21/2021	15.00
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	3,180.40
5131	KARIE SCHUCK	SPECIAL USE PERMIT REFUND 708 LAUREL ST	05/21/2021	200.00
5136	Timothy Singler	1210 Zschokke Street- Underfloor & Rough-in	05/21/2021	95.00
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	471.72
5169	WEX BANK	APRIL FUEL	05/21/2021	63.33
5177	Zobrist Electric Inc	906 6th St- Rough-in	05/21/2021	68.25
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	6.59
5201	AMAZON CAPITAL SERVICES	BRAKE CONTROLLER FOR B&Z TRUCK	06/04/2021	135.86
5202	Ameren Illinois	GAS CHARGE	06/04/2021	81.98
5209	BARNETT PEST SOLUTIONS	INSPECTION & TREATMENT	06/04/2021	14.00
5215	City Of Highland	27 GENEVA DR- METERBASE & SERVICE PANEL	06/04/2021	145.00
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	18.10
5248	MADISON COUNTY MAPS & PLATS	MYLAR COPIES	06/04/2021	5.00
5271	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 04/30/2021 - LABOR AND EMPLOY	06/04/2021	1,219.83

5274	Southern Illinois University Edwardsville	INTERSHIP FOR CITY OF HIGHLAND	06/04/2021	1,928.91
5295	Zobrist Electric Inc	1208 MAIN ST- SERVICE, 95 TAMARACK- FINAL, 220 CART	06/04/2021	199.88

Total for Department: 013 Building & Zoning

11,160.73

Department: 014 Fire Dept

5035	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION	05/21/2021	517.75
5039	Ameren Illinois	GAS SERVICES	05/21/2021	312.35
5042	ANIXTER, INC.	2070-HB Bucket Tool	05/21/2021	228.20
5062	City Utilities	UTILITIES - FIRE STATION #1	05/21/2021	622.83
5077	FRONTIER	PHONE CHARGES - STATION #2	05/21/2021	48.69
5091	Howard Technology Solutions	DELL OPTIPLEX 3080 - SFF - QTY 1	05/21/2021	733.00
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	214.19
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	4.75
5115	MUNICIPAL EMERGENCY SERVICE	FIRE RAKE, FIRE FLAPPER, FIRE BROOM, COLLAPSIBLE E	05/21/2021	1,076.00
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	232.63
5166	Watts Copy Systems Inc.	COPIER LEASE / USAGE	05/21/2021	173.08
5169	WEX BANK	APRIL FUEL	05/21/2021	164.76
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	57.34
5218	Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	18.35
5219	DATATRONICS, INC	4 HRS LAND MOBILE LABOR - TRUCK 1530	06/04/2021	340.00
5222	Dutch Hollow Supply Inc	QTY 1 - 4 X 8 BEBER IMPRESSIONS HD LOGO MAT	06/04/2021	463.95
5223	ED M. FELD EQUIPMENT CO., INC.	FUNCTIONAL FLOW TESTING	06/04/2021	1,183.51
5239	Huels Oil Co	MAY DIESEL FUEL	06/04/2021	167.00
5246	MACQUEEN EQUIPMENT, LLC	QTY 1 - WINDSHIELD	06/04/2021	793.48
5250	MCFA DEATH BENEFIT	DEATH BENEFIT - DUANE HAMANN # 1414	06/04/2021	75.00
5251	McKay Auto Parts Inc	QTY 1 - 26IN EXACTFIT-BEAM, QTY 1 22IN EXACTFIT-BEA	06/04/2021	37.98
5261	Overhead Door Company	MNT- QTY 4 SECTIONAL DOORS- LUBRICAT & MISC SUPP	06/04/2021	322.40

Total for Department: 014 Fire Dept

7,787.24

Department: 017 Streets / PW Admin

5033	ADR HIGHLAND, INC.	Truck 62 Check hydraulic oil leak,hydraulic hose, oil,Labor	05/21/2021	461.89
5039	Ameren Illinois	Utilities	05/21/2021	412.76
5058	Christ Bros Inc	N50 Surface - LEB	05/21/2021	1,339.67
5062	City Utilities	UTILITIES - ROUNDABOUT BROADWAY @ POPLAR	05/21/2021	9.69
5067	Bob Daiber	CDL RENEWAL - BOB DAIBER	05/21/2021	60.00
5071	Eaton Corporation	12 Post Mounts - B280 Grn Post Base	05/21/2021	362.79
5086	Highland Communication Services	Communication Services	05/21/2021	33.95
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	312.92
5101	Korte Landscaping	FLOWERS ON ROUNDABOUTS	05/21/2021	4,927.00
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	33.35
5110	McKay Auto Parts Inc	Oil Filter	05/21/2021	5.12
5113	Mike A Maedge Trucking Inc	RR 3 Central Stone	05/21/2021	580.33
5117	Northtown Auto & Tractor	Oil Seal, Cap	05/21/2021	303.52
5118	Oates Associates Inc	US 40/Sycamore St. Intersection Conceptual Plan- April Services	05/21/2021	8,925.00
5120	O'Reilly Automotive Inc.	Brake Cln.	05/21/2021	23.88
5127	Red E Mix LLC	Wall Block Tic. # 60131288	05/21/2021	643.00
5132	Schulte Supply Inc	140' 15" HDPE (For Silverfox)	05/21/2021	1,274.00
5135	Sid Boedeker Safety Shoe Service Inc	SAFETY BOOTS - BOB DAIBER	05/21/2021	169.99
5154	Tri Ford Inc	Oil change, Tire rotation, Inspection, Oil Filter & Oil,	05/21/2021	68.84
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	471.72
5169	WEX BANK	APRIL FUEL	05/21/2021	227.30
5172	Wissehr Electrical Contractors Inc	LED Lamp Mod Replace - IL143 & Cally Lane	05/21/2021	530.00
5183	Secretary Of State, License Renewal	LICENSE PLATE FOR UTILITY TRAILER (VIN# 1K9BU182O	05/27/2021	158.00
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	46.77
5199	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION - STREET	06/04/2021	183.00
5207	Aviston Lumber Company	2x6 -14 Spruce Pine Fir #2, 2x10 -14 #1 SYP	06/04/2021	493.91
5209	BARNETT PEST SOLUTIONS	Monthly Onslaught - April 2021	06/04/2021	30.00
5210	Bluff Equipment Inc	Lining Ring	06/04/2021	35.26
5214	Christ Bros Inc	N50 Surface - Rox- (split)	06/04/2021	1,116.93
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	134.29
5217	City Utilities	City Utilities	06/04/2021	911.47
5218	Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	73.01

5228	Fabick Rents	Glass - Door - CM Seal - Bulk	06/04/2021	344.76
5231	Fehrmann Garage Doors Inc	Commercial RPM Sensor, Lubed & Adjusted Door,	06/04/2021	349.50
5239	Huels Oil Co	PREM OFF ROAD DIESEL	06/04/2021	1,605.47
5256	Northtown Auto & Tractor	NIF HYD Hose Assy	06/04/2021	86.19
5257	Nu Way Concrete Forms Troy LLC	Dee Nail Stake, Tie Wire, Tie Wire Reel, Gren Marking Flags	06/04/2021	680.75
5266	Productivity Plus Account	CREDIT FOR RETURNED PARTS AT LUBY EQUIP- CORNEF	06/04/2021	-114.60
5268	Red E Mix LLC	4000 PSI O/S Flatwork, Tic.# 60131643	06/04/2021	2,311.50
5271	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 04/30/2021 - JASON METTLER,ET /	06/04/2021	531.33

Total for Department: 017 Streets / PW Admin 30,154.26

Total for Fund:001 General Fund 116,802.00

Fund: 006 TIF #1

Department: 006 TIF #1

5237	Highland Community School Dist	2020 TIF #1 INCENTIVE	06/04/2021	5,320.82
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Total for Department: 006 TIF #1 5,320.82

Total for Fund:006 TIF #1 5,320.82

Fund: 007 Community Development

Department: 007 Community

5036	Alberternst Construction	SINGLE FAMILY HOME INCENTIVE PAYMENT- 95 TAMAR	05/21/2021	4,000.00
5061	City Petty Cash	IDC MEETING/LUNCHEON- TIP	05/21/2021	10.00
5075	Feldmann Homes	SINGLE FAMILY HOME INCENTIVE PAYMENT- 1215 RADC	05/21/2021	4,000.00
5109	Mastercard	IDC MEETING/LUNCHEON- MAZZIOS	05/21/2021	81.33
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	2,057.91
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	81.85
5274	Southern Illinois University Edwardsville	INTERSHIP FOR CITY OF HIGHLAND	06/04/2021	1,928.91

Total for Department: 007 Community Development 12,160.00

Total for Fund:007 Community Development Fund 12,160.00

Fund: 008 Motor Fuel Tax Fund

Department: 008 Motor Fuel Tax

5113	Mike A Maedge Trucking Inc	CA7 Tic# 1696684	05/21/2021	2,201.00
5164	Warning Lites of Southern IL, LLC	Brackets: U-Channel, Flat Blade	05/21/2021	316.00
5214	Christ Bros Inc	EZ Street - LEB - Cold Patch	06/04/2021	2,269.31

Total for Department: 008 Motor Fuel Tax 4,786.31

Total for Fund:008 Motor Fuel Tax Fund 4,786.31

Fund: 009 Parks & Rec Fund

Department: 009 Korte Rec Center

ACH PAI	CARDPOINT MERCHANT SERVICES	MAY CREDIT CARD FEES	06/04/2021	395.69
5039	Ameren Illinois	krc heating	05/21/2021	936.43
5051	Reese Bolen	Reese Bolen had to cancel lifeguard class	05/21/2021	150.00
5054	Jennifer Brinkman	Refund for Private Swim Lessons	05/21/2021	180.00
5055	BUILDINGSTARS INC	KRC cleaning	05/21/2021	1,852.00
5060	City Of Highland	KRC utilities	05/21/2021	8,317.18
5077	FRONTIER	KRC SEC LINE	05/21/2021	175.12
5086	Highland Communication Services	krc wifi	05/21/2021	334.27
5109	Mastercard	RETIREMENT GIFT FOR NGRAMLICH- JDRA SHOOTING SY	05/21/2021	705.52
5123	Pepsi	Krc concessions	05/21/2021	385.26
5125	Quench USA, Inc	bottle refill	05/21/2021	55.00
5129	ROBERT (BOB) SANDERS WASTE S	KRC RECYCLING SERVICES	05/21/2021	15.00
5141	Brenda Stuckwisch	ACCIDENTLY CHARGED ALREADY TURNED IN CANCELL	05/21/2021	34.58
5144	Tech Electronics Inc	FIRE ALARM INSPECTION	05/21/2021	688.00
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	84.85

5201	AMAZON CAPITAL SERVICES	Gray hand towels for gym	06/04/2021	587.53
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	476.00
5218	Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	961.30
5225	Energy Wise	Pool heater maintainance	06/04/2021	445.00
5232	Fens Fitness, LLC	Ginger's personal training	06/04/2021	258.68
5249	Mazzio's Pizza	Mazzio's pizza for party rentals	06/04/2021	56.00
5276	Scott A Stieb	Iron man (group) shirts	06/04/2021	88.00
5282	The Wellness Hub LLC	Cable replacement for the cable weight machines	06/04/2021	347.00
5293	Mandy Weiss	Refund for lessons she can no longer attend	06/04/2021	45.00
5295	Zobrist Electric Inc	Pole lights at KRC	06/04/2021	200.00

Total for Department: 009 Korte Rec Center

17,773.41

Department: 016 Parks & Recreation

5039	Ameren Illinois	senior center heating	05/21/2021	200.21
5041	Anderson Dirt & Turf LLC	Optimist Field Supplies	05/21/2021	1,948.00
5060	City Of Highland	Parks utilities	05/21/2021	4,729.46
5077	FRONTIER	WCC FAX	05/21/2021	48.20
5078	St. Clair Service Company FS Turf Solut	TURF PARKS	05/21/2021	821.75
5084	HEARTLANDS CONSERVANCY	SILVER LAKE SURVEYING	05/21/2021	3,549.00
5086	Highland Communication Services	senior center wifi	05/21/2021	19.90
5089	Highland's Tru Buy	Senior Day supplies	05/21/2021	99.06
5095	IN THE SWIM	CHLORINE TABS FOR THE FOUNTAIN	05/21/2021	237.98
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	1,492.73
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	496.52
5111	Midwest Mulch & Compost	MULCH FOR TREES	05/21/2021	75.00
5114	Mortlands Multimedia	DJ for an outdoor pool event	05/21/2021	325.00
5123	Pepsi	Glik Concessions	05/21/2021	553.35
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	318.04
5132	Schulte Supply Inc	Silver lake rearing pond	05/21/2021	1,623.34
5140	Steinmann Service	ICE MACHINE MAINTENANCE	05/21/2021	224.75
5142	SUMNER ONE, INC.	wcc printer repairs	05/21/2021	48.00
5143	Switzer Food and Supplies	Glik Concessions	05/21/2021	880.64
5148	THE GREENHOUSE OF HIGHLAND	hanging baskets on the square	05/21/2021	1,186.35
5157	ULINE SHIPPING SUPPLIES	Silverlake hand sanitizer dispenser	05/21/2021	159.92
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	409.25
5169	WEX BANK	APRIL FUEL	05/21/2021	2,111.27
5171	William F. Brockman Co	Concessions Glik Park	05/21/2021	572.08
5173	Woodcrest Small Engine	Tune up kit	05/21/2021	15.99
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	239.13
5201	AMAZON CAPITAL SERVICES	24 Soccer Balls for indoor soccer- reimb by HYSAC ck#3316	06/04/2021	222.80
5210	Bluff Equipment Inc	Workorder on the Kubota serial number 73089	06/04/2021	1,167.73
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	341.24
5218	Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	26.80
5227	Everlasting Etch	Plaques	06/04/2021	27.00
5239	Huels Oil Co	MAY DIESEL FUEL	06/04/2021	599.86
5253	Mettler Development LLC	Repairs to area around Fountain on the square- PEP Grant	06/04/2021	13,600.00
5260	O'Reilly Automotive Inc.	Scissor jack for Brad	06/04/2021	44.99
5262	Pepsi	Glik Concession supplies	06/04/2021	561.00
5266	Productivity Plus Account	MIDWEST TRACTOR SALES CHARGE	06/04/2021	143.52
5272	Schulte Supply Inc	Supplies for plaza park	06/04/2021	2,316.10
5278	Switzer Food and Supplies	Glik Concession supplies	06/04/2021	229.51
5294	William F. Brockman Co	Glik concession supplies	06/04/2021	151.69
5295	Zobrist Electric Inc	Electric work on the square	06/04/2021	1,275.00

Total for Department: 016 Parks & Recreation

43,092.16

Department: 503 Swimming Pool Fund

5046	BARNETT PEST SOLUTIONS	Sprayed for pests at outdoor pool	05/21/2021	100.00
5060	City Of Highland	Outdoor pool utilities	05/21/2021	113.81
5088	Highland Pool & Spa Inc	return fitting 3/4" outdoor pool	05/21/2021	53.63
5091	Howard Technology Solutions	MICROSOFT SURFACE PRO 7+ - OUTDOOR POOL	05/21/2021	1,216.00
5109	Mastercard	BACKBOARD BUMPERS (PAIR)- LIFEGUARD STORE	05/21/2021	749.79
5123	Pepsi	Outdoor pool concessions	05/21/2021	2,468.70

5157	ULINE SHIPPING SUPPLIES	Glove dispenser	05/21/2021	39.00
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	51.46
5241	Illinois Electric Inc	Removal, install, & repairs for the swimming pool pump and moto:	06/04/2021	2,510.19
5278	Switzer Food and Supplies	Outdoor pool concessions supplies	06/04/2021	198.25
5279	Dan Talleur	Outdoor pool fence	06/04/2021	1,200.00
5284	Times Tribune	Swim lessons ad	06/04/2021	287.82

Total for Department: 503 Swimming Pool Fund 8,988.65

Department: 715 Cemetery Fund

5060	City Of Highland	Cemetary utilities	05/21/2021	63.97
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	82.40

Total for Department: 715 Cemetery Fund 146.37

Total for Fund:009 Parks & Rec Fund 70,000.59

Fund: 010 TIF #2 Northside

Department: 010

5087	Highland Community School Dist	2020 TIF#2 INCENTIVE	05/21/2021	40,532.00
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Total for Department: 010 40,532.00

Total for Fund:010 TIF #2 Northside 40,532.00

Fund: 011 Tif #2 Debt Repayment Fund

Department: 011

5230	FCB BANKS	GENERAL OBLIGATION REFUNDING BONDS	06/04/2021	31,625.00
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Total for Department: 011 31,625.00

Total for Fund:011 Tif #2 Debt Repayment Fund 31,625.00

Fund: 012 Business District A

Department: 012 Police Dept

ACH PAI	S.M. WILSON & CO	NEW PSB BUILDING GENERAL CONSTRUCTION PAY APP	06/04/2021	550,636.78
5065	CORPORATE INTERIORS INC	Furniture for New Public Safety Facility	05/21/2021	91,411.00
5106	LOYET-ARCHITECTS	NEW PSB RESIGN FEES 94%	05/21/2021	7,391.64
5174	Xybix	NEW PSB DISPATCH FURNITURE 50%	05/21/2021	20,160.06
5195	LOYET-ARCHITECTS	PUBLIC SAFETY FACILITY DESIGN FEES 96%	06/01/2021	7,391.64
5201	AMAZON CAPITAL SERVICES	SWITCHES FOR NEW PSB	06/04/2021	1,530.00

Total for Department: 012 Police Dept 678,521.12

Total for Fund:012 Business District A 678,521.12

Fund: 050 Street NHR Construction

Department: 050 Street NHR

5118	Oates Associates Inc	EDP Grant App.- Executive & Matter Drives - April Services	05/21/2021	11,550.00
5172	Wissehr Electrical Contractors Inc	US 40 / HEMLOCK SIGNALS PW-18-17	05/21/2021	1,000.00

Total for Department: 050 Street NHR Construction 12,550.00

Total for Fund:050 Street NHR Construction 12,550.00

Fund: 101 Electric Fund

Department: 000 Balance Sheet

ACH PAI	CARDPOINT MERCHANT SERVICES	MAY CREDIT CARD FEES	06/04/2021	345.89
ACH PAI	IMEA	APRIL PURCHASE POWER	05/17/2021	-45,513.03
ACH PAI	MERCHANT TRANSACT	WEB PROCESSING FEE	06/04/2021	3,815.28
5012	ASYMPTOTE GROUP LLC	Refund Check 021961-001, 508 BROADWAY APT A	05/08/2021	16.37

5013	CHELSEA BIALESCHKI	Refund Check 018933-001, 1411 9TH ST APT 4	05/08/2021	45.58
5014	TIMOTHY BYRNES	Refund Check 017430-000, 1009 LUZERNE ST	05/08/2021	23.28
5015	JESSICA AND KASSANDRA GILL DO	Refund Check 021423-000, 1413 9TH ST APT 4	05/08/2021	17.68
5016	COURTNEY AND BRYAN VENHAUS	Refund Check 021407-000, 45 AUBURN CT APT A	05/08/2021	0.84
5017	RICHARD MILLER	Refund Check 021535-000, 1315 DAFFODIL LN	05/08/2021	13.82
5018	NDTL LLC	Refund Check 022188-000, 1114 12TH ST	05/08/2021	26.84
5031	BLAKE AND ALEXIS METZGER LAN	Refund Check 021473-000, 2636 VILLA PARK DR APT A	05/13/2021	71.69
5139	SPRINGBROOK SOFTWARE LLC	ACH SERVICES FOR APRIL	05/21/2021	526.92
5184	CHRISTINA CARAS	Refund Check 021520-000, 1521 14TH ST	05/27/2021	22.62
5185	FELDMANN HOMES INC	Refund Check 008602-053, 1215 RADCLIFFE DR	05/27/2021	44.59
5186	JUSTIN GILBERT	Refund Check 020975-000, 1220 MAIN ST APT B	05/27/2021	53.85
5187	BECKY JETT	Refund Check 022060-000, 2942 HERZOG LANE APT F	05/27/2021	54.47
5188	ROBERT & ALEX DURBIN STARK	Refund Check 021599-000, 120 SUPPIGER LN APT 209	05/27/2021	9.82

Total for Department: 000 Balance Sheet Accounts -40,423.49

Department: 101 Electric Admin

ACH PAI	IL Dept Of Revenue	APRIL UTILITY TAX	05/21/2021	24,510.12
5048	BHMG Engineers Inc	EASTSIDE XFMR CONSULTING INVESTIGATION- TRANSF	05/21/2021	632.07
5060	City Of Highland	UTILITY CHARGE	05/21/2021	424.69
5086	Highland Communication Services	COMMUNICATION CHARGE	05/21/2021	99.85
5096	IONWARE	ASSIST W/ OUT OF ROUTE READS FROM TANTALUS	05/21/2021	60.00
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	7.98
5109	Mastercard	REPLACING DEAD BUSHES- ARBORVITAE EMERALD GRE	05/21/2021	137.37
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	1,216.04
5151	Third Millennium Assoc Inc	Utility Bill Printing Services	05/21/2021	1,771.65
5153	Transworld Systems Inc	FEBRUARY COLLECTION AGENCY DUES	05/21/2021	1,113.15
5158	UPS	SHIPPING CHARGES	05/21/2021	141.01
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	350.94
5168	Werner Construction Co Inc	Repalcing 4 windowns 2- Dans Office, 2- George's Office	05/21/2021	2,050.00
5169	WEX BANK	APRIL FUEL	05/21/2021	138.93
5201	AMAZON CAPITAL SERVICES	URINAL SCREENS FOR GUYS BATHROOM IN BACK	06/04/2021	45.00
5202	Ameren Illinois	GAS CHARGE	06/04/2021	163.95
5204	Aramark Uniform Services	APRIL RUG SERVICES	06/04/2021	109.72
5209	BARNETT PEST SOLUTIONS	INSPECTION & TREATMENT	06/04/2021	14.00
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	306.51
5220	DexYP	MONTHLY PHONE LISTING	06/04/2021	48.80
5258	Oakley Services Inc	REPAIR TO BACK UP GENERATOR	06/04/2021	1,160.82
5283	Third Millennium Assoc Inc	Utility Bill Printing Service	06/04/2021	848.91
5290	UPS	SHIPPING CHARGES	06/04/2021	65.56
5295	Zobrist Electric Inc	LUG IN BREAKER & WIRE FOR SUMP PUMP AT BROADW/	06/04/2021	100.00

Total for Department: 101 Electric Admin 35,517.07

Department: 102 Electric Production

ACH PAI	IMEA	APRIL PURCHASE POWER	05/17/2021	692,211.24
5057	Chemquest Inc	SECOND QUARTER MONTORING AND TESTING	05/21/2021	495.00
5060	City Of Highland	UTILITY CHARGE	05/21/2021	5,647.34
5064	COMPLETE BRICK RESTORATION	roof holes repaired, exhaust fan covers, flashing	05/21/2021	4,800.00
5086	Highland Communication Services	COMMUNICATION CHARGE	05/21/2021	2.00
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	661.89
5109	Mastercard	RETURN BOOTS- TONY GAFFNER	05/21/2021	296.74
5116	NELSON GLOBAL PRODUCTS INC	SET OF TWO- #47-CAT-800-FF, #GA001072 8" CAT FLANGE	05/21/2021	363.91
5120	O'Reilly Automotive Inc.	BATTERY FOR TONY'S TRUCK	05/21/2021	109.00
5156	TURF GATOR LLC	BROADWAY & POPLAR ROUNDABOUT, 143 & POPLAR RC	05/21/2021	100.00
5169	WEX BANK	APRIL FUEL	05/21/2021	989.91
5199	Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION - POWER PLANT	06/04/2021	188.75
5202	Ameren Illinois	GAS CHARGE	06/04/2021	47.90
5204	Aramark Uniform Services	APRIL UNIFORM AND RUG SERVICES	06/04/2021	161.10
5209	BARNETT PEST SOLUTIONS	MONTHLY PEST CONTROL - POWER PLANT	06/04/2021	30.00
5215	City Of Highland	DUMPSTER CHARGE	06/04/2021	490.20
5224	EDWARDSVILLE MACHINE & WELI	LABOR TO REPAIR EXHAUSET FOR CAT ENGINE	06/04/2021	375.00
5226	Essenpreis Plumbing & Htg	12" WOODFORD SILLCOCK FOR ROUNDABOUT	06/04/2021	37.57
5256	Northtown Auto & Tractor	O-RING	06/04/2021	1.29

Total for Department: 102 Electric Production

707,008.84

Department: 104 Electric Distribution

5037	Altec Industries Inc	REPAIRS TO TRUCK 99	05/21/2021	3,915.00
5042	ANIXTER, INC.	(10 reels of 250")- 10M-250 Guy Strand	05/21/2021	1,236.00
5045	Aviston Lumber Company	40BBQ	05/21/2021	32.00
5072	EDWARDSVILLE MACHINE & WELI	LABOR AND MATERIAL TO REPLACE GEAR SHAFT	05/21/2021	1,425.00
5073	Fabick Rents	PARTS FOR BUCKET	05/21/2021	172.52
5074	REID FAHRENHOLTZ	PER DIEM FOR APP. LINEMAN SCHOOL 4/5-4/9, 4/12-4/16/21	05/21/2021	428.00
5076	Fletcher Reinhardt Company	GA-9020-G-L-SS AL Vise Connector #6- 1/0 ACSR	05/21/2021	2,074.00
5081	Graybar	50 KVA Pole Mount	05/21/2021	17,763.08
5082	DAVID GROSSMANN	PER DIEM FOR APP. LINEMAN SCHOOL 4/5-4/9, 4/12-4/16/21	05/21/2021	428.00
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	92.86
5100	Kalmer Landscape Supply	REPAIRS TO CUSTOMERS SITE	05/21/2021	41.58
5108	MAGIC TOUCH LANDSCAPE & LIGH	REPAIRS TO LAWN AT 195 SUNFLOWER DR- DAMAGE CA	05/21/2021	600.00
5109	Mastercard	HOTEL CHARGES FOR TRIANING- DAVID	05/21/2021	1,797.64
5119	Mike Odorizzi	POLE TESTING 4/1/2021-4/30/2021	05/21/2021	1,327.50
5120	O'Reilly Automotive Inc.	FUEL/WTR SEP- UTILITIES BACK UP GENERATOR	05/21/2021	69.65
5124	Power Line Supply	BDI215BKRI-RDS-T10	05/21/2021	9,752.73
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	465.26
5169	WEX BANK	APRIL FUEL	05/21/2021	160.23
5170	Jason Wiegand	PER DIEM FOR APP. LINEMAN SCHOOL 4/12-4/16, 4/19-4/23	05/21/2021	428.00
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	29.94
5201	AMAZON CAPITAL SERVICES	PROBE FOR ELECTRIC DEPT	06/04/2021	230.12
5202	Ameren Illinois	EVERGREEN CT ST LITE	06/04/2021	60.06
5203	ANIXTER, INC.	CSG15-100A-110-CB10KA-WC Fuse Cutout	06/04/2021	13,562.60
5211	Broadway Battery & Tire	Trailer Tires - Vacuum Excavator- Split with W&S	06/04/2021	105.50
5221	Ditch Witch Sales Inc	3" Suction Hose for Vacuum Excavator - Split with W&S	06/04/2021	108.07
5233	Fletcher Reinhardt Company	GS16096CC1 96" 16K Guy Strain Clevis/ Clevis + Roller	06/04/2021	801.00
5234	Frost Electric Supply Co. Inc.	MILWAUKEE 2865-20 M18	06/04/2021	320.85
5239	Huels Oil Co	MAY DIESEL FUEL	06/04/2021	1,856.20
5243	JM TEST SYSTEMS INC	LABOR- IN HOUSE CRIMPER REPAIRS & DELIVERY CHAR	06/04/2021	3,298.10
5260	O'Reilly Automotive Inc.	OIL FILTER, OIL	06/04/2021	20.68
5264	Power Line Supply	D2-R-RY-EC LA Sleeve Sz Reg	06/04/2021	440.00
5285	KYLE TIMMERMANN	CDL RENEWAL	06/04/2021	61.35
5287	Trendy Tees & More LLC	LOGO ON SHIRTS FOR JESSE FERRIS	06/04/2021	24.00
5288	Truck Centers Inc	FAN DRIVE FOR TRUCK 36	06/04/2021	879.95
5295	Zobrist Electric Inc	TOM & ERIC MET WITH DAN COOK AT SCHAFLEY'S	06/04/2021	100.00

Total for Department: 104 Electric Distribution

64,107.47

Total for Fund:101 Electric Fund

766,209.89

Fund: 111 FTTP Fund

Department: 000

5019	DONNA HARDIN	CREDIT BALANCE REFUND FOR 100-526673	05/08/2021	52.93
5020	ALLEN KELLER	CREDIT BALANCE REFUND FOR 100-527407	05/08/2021	52.95
5021	STEVE KLINGBEIL	CREDIT BALANCE REFUND FOR 100-503920	05/08/2021	4.75
5022	BLAKE LAMPE	CREDIT BALANCE REFUND FOR 100-527765	05/08/2021	13.67
5023	STRATUS NETWORK	CREDIT BALANCE REFUND FOR 200-527042	05/08/2021	54.41
5024	CASEY WAECKERLE	CREDIT BALANCE REFUND FOR 100-486190	05/08/2021	15.44
5189	DRAVEN DOYLE	HCS REFUND	05/28/2021	17.21
5190	Joe Michaelis	HCS REFUND	05/28/2021	53.55
5191	TIMOTHY MOORE	HCS REFUND	05/28/2021	33.57
5192	QUICK CASH	HCS REFUND	05/28/2021	23.28
5193	CASSIDY TEMPLE	HCS REFUND	05/28/2021	18.48

Total for Department: 000

340.24

Department: 111

ACH PAI	CARDPOINT MERCHANT SERVICES	MAY CREDIT CARD FEES	06/04/2021	1,482.21
ACH PAI	ILLINOIS DEPT OF REVENUE	RT-10 TELECOMMUNICATIONS TAX	06/04/2021	3,233.98

ACH PAI INTERSTATE TRS FUND	2020-2021 OBLIGATION FOR PAYMENT 11 OF 12 (514A & 5	05/21/2021	396.74
ACH PAI RELIAFUND	HCS ACH PROCESSING FEES	05/21/2021	238.50
5032 4COM Inc	MAY 2021 PROGRAMMING	05/21/2021	11,513.89
5044 AVI MIDWEST, LLC	Dish Peaking to G18 up to 4 hours included	05/21/2021	1,800.00
5059 Home Box Office Cinemax	MAY VIDEO CONTENT FEE	05/21/2021	60.00
5062 City Utilities	UTILITIES - HCS BLDG	05/21/2021	2,445.43
5070 Drive Social Media	SOCIAL MEDIA MONTHLY SERVICE	05/21/2021	2,000.00
5083 Home Box Office HBO	MAY VIDEO CONTENT FEE	05/21/2021	390.00
5098 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	819.04
5109 Mastercard	FACEBOOK ADVERTISING	05/21/2021	450.18
5130 SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	505.12
5145 TEGNA	APRIL VIDEO CONTENT FEE	05/21/2021	6,138.00
5147 TELIA CARRIER	TELIA ETHERNET VIRTUAL PRIVATE LINE	05/21/2021	4,280.00
5162 Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	599.47
5163 VUBIQUITY INC.	APRIL VIDEO CONTENT FEE	05/21/2021	2,232.00
5166 Watts Copy Systems Inc.	COPIER LEASE / USAGE FOR LANA'S COPIER	05/21/2021	109.58
5169 WEX BANK	APRIL FUEL	05/21/2021	208.88
5176 Duane E. Zobrist	MAY SIGN RENTAL	05/21/2021	100.00
5194 AMAZON CAPITAL SERVICES	FIRE TV STICKS W/ ALEXA VOICE REMOTE (QTY 200)	06/01/2021	12,853.99
5196 4 IMPRINT	Value Grocery Tote - 15" x 13"Item #: 106836-1513	06/04/2021	226.20
5199 Albers Fire Prot. Equipment Inc.	FIRE EXTINGUISHER INSPECTION - HCS	06/04/2021	178.25
5200 ALBERS HEATING & AIR CONDITIO	TROUBLESHOT 2 LIEBERT SYS, LEAKING FAN, CYCLE CC	06/04/2021	1,121.00
5204 Aramark Uniform Services	APRIL RUG SERVICES	06/04/2021	87.30
5209 BARNETT PEST SOLUTIONS	MONTHLY PEST CONTROL - HCS BUILDING	06/04/2021	50.00
5216 City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	46.26
5218 Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	11.04
5220 DexYP	MONTHLY PHONE LISTING	06/04/2021	52.50
5229 Fastenal	HCS - PARTS	06/04/2021	9.92
5236 GREAT LAKES DATA SYSTEMS	BROADHUB SUPPORT SERVICES	06/04/2021	1,000.00
5239 Huels Oil Co	MAY DIESEL FUEL	06/04/2021	324.67
5242 ILLINOIS TELECOMMUNICATIONS	LOCAL EXCHANGE & INTERCONNECTED VOIP & WIRELE	06/04/2021	16.94
5252 MEREDITH CORPORATION	MAY VIDEO CONTENT FEE - KMOV-CBS, MMOV -MY NET	06/04/2021	8,145.06
5256 Northtown Auto & Tractor	QTY -1 - QUICK COUPLER	06/04/2021	10.99
5263 POWER & TELEPHONE	LEVITON 40MM FUSION SPLICE SLEEVESOLD IN MULTIPI	06/04/2021	350.16
5271 SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 04/30/2021 - LABOR AND EMPLOY	06/04/2021	841.50
5273 SINCLAIR TELEVISION GROUP, INC	MAY 2021 SUBSCRIBER COUNTS	06/04/2021	5,069.24
5277 SUMNER ONE, INC.	COPIER LEASE / USAGE - HCS	06/04/2021	199.44

Total for Department: 111 69,597.48

Total for Fund:111 FTTP Fund 69,937.72

Fund: 119 FTTP Bond & Int

Department: 119

5050 BOKF, N.A.	SEMI ANNUAL PAYING AGENT FEE	05/21/2021	99,186.00
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Total for Department: 119 99,186.00

Total for Fund:119 FTTP Bond & Int 99,186.00

Fund: 201 Water Fund

Department: 000 Balance Sheet

5012 ASYMPTOTE GROUP LLC	Refund Check 021961-001, 508 BROADWAY APT A	05/08/2021	17.54
5014 TIMOTHY BYRNES	Refund Check 017430-000, 1009 LUZERNE ST	05/08/2021	9.11
5017 RICHARD MILLER	Refund Check 021535-000, 1315 DAFFODIL LN	05/08/2021	5.83
5018 NDTL LLC	Refund Check 022188-000, 1114 12TH ST	05/08/2021	12.86
5031 BLAKE AND ALEXIS METZGER LAM	Refund Check 021473-000, 2636 VILLA PARK DR APT A	05/13/2021	38.88
5184 CHRISTINA CARAS	Refund Check 021520-000, 1521 14TH ST	05/27/2021	3.99
5186 JUSTIN GILBERT	Refund Check 020975-000, 1220 MAIN ST APT B	05/27/2021	11.51

Total for Department: 000 Balance Sheet Accounts 99.72

Department: 201 Water Admin

5086	Highland Communication Services	Communication Services	05/21/2021	204.00
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	4.75
5151	Third Millennium Assoc Inc	Utility Bill Printing Service	05/21/2021	590.54
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	81.85
5167	WELLS FARGO VENDOR FIN SERV	Ricoh C3500 Copier	05/21/2021	220.63
5218	Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	62.51
5283	Third Millennium Assoc Inc	Utility Bill Printing Service	06/04/2021	282.97

Total for Department: 201 Water Admin 1,447.25

Department: 202 Water Production

5053	Brenntag Mid South Inc	Hydrated Lime - Do Not Pay transportation service fee	05/21/2021	1,098.00
5086	Highland Communication Services	Communication Services	05/21/2021	119.66
5090	Houseman Supply Inc	Backflow Testing, Labor, Materials Installed	05/21/2021	850.00
5093	Illinois Electric Inc	On Site Balance #2 HS Pump	05/21/2021	673.00
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	202.61
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	19.05
5122	PDC Laboratories Inc	TOC & Field Alkalinity pkg., Total Organic Carbon	05/21/2021	1,299.24
5159	USA Blue Book	Pump Tube	05/21/2021	96.53
5160	Utility Service Co Inc	200,000 Elevated Downtown Tank - Quarterly	05/21/2021	5,721.28
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	123.37
5165	Water Solutions Unlimited	WSU 358 Phosphate	05/21/2021	1,800.00
5169	WEX BANK	APRIL FUEL	05/21/2021	131.45
5182	CHEMTRADE CHEMICALS US LLC	HI 2662 POLYMER- REPLACING CHECK #4097 2/17/2021	05/27/2021	9,064.00
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	49.96
5202	Ameren Illinois	Utilities	06/04/2021	65.75
5213	CHEMTRADE CHEMICALS US LLC	Polyaluminum Chloride -HI 2662	06/04/2021	9,200.00
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	9.12
5217	City Utilities	City Utilities	06/04/2021	12,287.26
5218	Constellation NewEnergy Gas Division,	GAS SERVICES	06/04/2021	19.34
5259	Oates Associates Inc	1113 13th St. Antenna Mount Review - April 2021	06/04/2021	630.00
5280	The Mail Box Store	SHIPPING CHARGES	06/04/2021	34.97
5291	USA Blue Book	SL 1000 Portable Analyzer & Accessories	06/04/2021	5,176.63

Total for Department: 202 Water Production 48,671.22

Department: 203 Water Distribution

5045	Aviston Lumber Company	Fluorescent Bulb	05/21/2021	68.85
5086	Highland Communication Services	Communication Services	05/21/2021	4.48
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	449.74
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	7.15
5112	Midwest Municipal Supply Inc	4" Tran Bolt Gasket Set, 4" Mega-Lug for PVC	05/21/2021	470.61
5113	Mike A Maedge Trucking Inc	5/3/21: CA7 Tic.# 1697953 & 8126	05/21/2021	282.26
5128	Reding Tire & Battery Inc	Steel Trailer Tire	05/21/2021	80.25
5132	Schulte Supply Inc	4" SDR21 Class 200 Gasketed Pipe, 20' Lengths	05/21/2021	61.40
5161	Vandevanter Engineering Inc	6 in. Godwin Dri-Prime Pump - Inv.5/4/21. Velocity-A Cogent Co	05/21/2021	150.00
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	277.64
5169	WEX BANK	APRIL FUEL	05/21/2021	234.58
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	18.99
5202	Ameren Illinois	GAS CHARGE	06/04/2021	81.97
5211	Broadway Battery & Tire	Trailer Tires - Vacuum Excavator - Split with Elec.	06/04/2021	52.75
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	103.69
5217	City Utilities	City Utilities	06/04/2021	340.21
5221	Ditch Witch Sales Inc	3" Suction Hose for Vacuum Excavator - Split with Elec.	06/04/2021	54.04
5239	Huels Oil Co	MAY DIESEL FUEL	06/04/2021	258.19
5245	Korte & Luitjohan Contr Inc	WATERMAIN IMPROVEMENT	06/04/2021	13,500.00
5254	Midwest Municipal Supply Inc	1" Union, 2" Corp Stop, 2" & 1" Curb Stops	06/04/2021	3,186.07
5256	Northtown Auto & Tractor	Clamp	06/04/2021	4.27
5260	O'Reilly Automotive Inc.	8" Brush	06/04/2021	6.50
5269	Reding Tire & Battery Inc	Tire Repair- Patch- Vacuum Excavator	06/04/2021	10.00

Total for Department: 203 Water Distribution 19,703.64

Total for Fund:201 Water Fund 69,921.83

Fund: 301 Sewer Fund

Department: 000 Balance Sheet

5012	ASYMPTOTE GROUP LLC	Refund Check 021961-001, 508 BROADWAY APT A	05/08/2021	17.84
5014	TIMOTHY BYRNES	Refund Check 017430-000, 1009 LUZERNE ST	05/08/2021	9.13
5017	RICHARD MILLER	Refund Check 021535-000, 1315 DAFFODIL LN	05/08/2021	5.86
5018	NDTL LLC	Refund Check 022188-000, 1114 12TH ST	05/08/2021	12.88
5031	BLAKE AND ALEXIS METZGER LAN	Refund Check 021473-000, 2636 VILLA PARK DR APT A	05/13/2021	39.43
5184	CHRISTINA CARAS	Refund Check 021520-000, 1521 14TH ST	05/27/2021	4.00
5186	JUSTIN GILBERT	Refund Check 020975-000, 1220 MAIN ST APT B	05/27/2021	11.71

Total for Department: 000 Balance Sheet Accounts 100.85

Department: 301 Sewer Admin

5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	4.75
5129	ROBERT (BOB) SANDERS WASTE S' PW RECYCLING SERVICES		05/21/2021	7.50
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	561.25
5151	Third Millennium Assoc Inc	Utility Bill Printing Service	05/21/2021	590.55
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	66.64
5283	Third Millennium Assoc Inc	Utility Bill Printing Service	06/04/2021	282.97

Total for Department: 301 Sewer Admin 1,513.66

Department: 303 Sewer Collection

5030	MARTIN JETCO HEATING & AIR CO	HVAC REPLACEMENT FOR 101 WALNUT ST HIGHLAND PI	05/13/2021	3,212.94
5045	Aviston Lumber Company	Fluorescent Bulb	05/21/2021	68.85
5086	Highland Communication Services	Communication Services	05/21/2021	4.47
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	329.67
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	7.15
5113	Mike A Maedje Trucking Inc	5/3/21: CA7 Tic.# 1697953 & 8126	05/21/2021	282.25
5128	Reding Tire & Battery Inc	Steel Trailer Tire	05/21/2021	80.25
5161	Vandevanter Engineering Inc	6 in. Godwin Dri-Prime Pump - Inv.5/4/21. Velocity-A Cogent Co	05/21/2021	150.00
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	45.02
5169	WEX BANK	APRIL FUEL	05/21/2021	234.59
5202	Ameren Illinois	GAS CHARGE	06/04/2021	81.98
5211	Broadway Battery & Tire	Trailer Tires - Vacuum Excavator - Split with Elec.	06/04/2021	52.75
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	103.69
5217	City Utilities	City Utilities	06/04/2021	340.20
5221	Ditch Witch Sales Inc	3" Suction Hose for Vacuum Excavator - Split with Elec.	06/04/2021	54.04
5239	Huels Oil Co	MAY DIESEL FUEL	06/04/2021	258.20
5254	Midwest Municipal Supply Inc	8" Fernco Clay-PVC, 8x4" SDR-26 TEE-WYE GxG	06/04/2021	422.84
5256	Northtown Auto & Tractor	Clamp	06/04/2021	4.26
5260	O'Reilly Automotive Inc.	8" Brush	06/04/2021	6.49
5269	Reding Tire & Battery Inc	Tire Repair- Patch- Vacuum Excavator	06/04/2021	10.00
5289	United Rentals Inc	Replacement Case for Rescue	06/04/2021	82.82

Total for Department: 303 Sewer Collection 5,832.46

Department: 304 Water Reclamation

5049	Bluff Equipment Inc	Air, Fuel, Oil Filters and Spark Plugs - Parts for Scag Mower.	05/21/2021	48.76
5086	Highland Communication Services	Communication Services	05/21/2021	149.99
5098	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING SUPPLIES	05/21/2021	170.68
5109	Mastercard	LANSWEEPER (12 MTHS)	05/21/2021	19.05
5137	SOLENIS LLC	2 x 2,290 Tote Praestol K279FLX Polymer	05/21/2021	6,641.00
5161	Vandevanter Engineering Inc	Contegra FS 202 Flood Switch in Plant water Building - Furnish &	05/21/2021	1,858.00
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	232.63
5169	WEX BANK	APRIL FUEL	05/21/2021	154.30
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	116.08
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	80.91
5217	City Utilities	City Utilities	06/04/2021	11,664.09
5251	McKay Auto Parts Inc	Macs Chain Cable Lube	06/04/2021	11.38
5281	The Sherwin Williams Co	PI Precat SG EX WH- Sand Dollar, 4 sided HD 5 GL Grid, CVRs	06/04/2021	255.28
5291	USA Blue Book	Socket Flange, Bushing, Flange Gasket, Hex Nipple	06/04/2021	261.41

			Total for Department: 304 Water Reclamation Facility	21,663.56
Department: 305 WRF Pretreatment				
5217	City Utilities	City Utilities	06/04/2021	18.00
			Total for Department: 305 WRF Pretreatment	18.00
			Total for Fund:301 Sewer Fund	29,128.53
Fund: 401 Ambulance Fund				
Department: 000 Balance Sheet				
ACH PAI CARDPOINT MERCHANT SERVICES MAY CREDIT CARD FEES			06/04/2021	340.79
			Total for Department: 000 Balance Sheet Accounts	340.79
Department: 401 Ambulance Fund				
5034	AETNA	AMBULANCE REFUND	05/21/2021	414.61
5052	Bound Tree Medical, LLC	EMS SUPPLIES	05/21/2021	441.96
5062	City Utilities	UTILITIES - HELIPRT	05/21/2021	25.94
5069	DIVERSIFIED DIESEL SERVICES, LI	MTN/REPAIRS TO UNIT #1541	05/21/2021	6,174.76
5086	Highland Communication Services	HCS SERVICES - STATION #1	05/21/2021	289.52
5092	HUMANA	AMBULANCE REFUND	05/21/2021	453.09
5097	JEWELL PSYCHOLOGICAL SERVICE	PRE-EMPLOYMENT POLICE/FIRE PSYCHOLOGICAL EVAL	05/21/2021	900.00
5103	Leon Uniform Company Inc	UNIFORM SUPPLIES	05/21/2021	131.90
5109	Mastercard	PALS PROVIDER MANUAL	05/21/2021	1,193.34
5115	MUNICIPAL EMERGENCY SERVICE	EMS DEPT TSHIRTS/JOB SHIRTS	05/21/2021	676.13
5130	SANDBERG PHOENIX & VON GONT	Legal Services	05/21/2021	224.50
5133	Jeff & Jill Schwend	UNIFORM CLEANING- DEVIN RANDALL 84390	05/21/2021	20.00
5134	MELISSA SELLERS	REIMBURSEMENT FOR TUITION COSTS FOR PARAMEDIC	05/21/2021	1,714.00
5146	TELEFLEX LLC	EZ-IO 25MM NEDDLE (BOX OF 5)	05/21/2021	562.50
5162	Verizon Wireless - State	VERIZON CELL PHONE CHARGES	05/21/2021	449.53
5169	WEX BANK	APRIL FUEL	05/21/2021	205.18
5175	ZirMed INC.	ANNUAL FEE, MONTHLY CLAIMS/REMITTANCE ADVICE I	05/21/2021	261.71
5197	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	06/04/2021	0.64
5198	Airgas USA,LLC	OXYGEN	06/04/2021	187.47
5201	AMAZON CAPITAL SERVICES	CD DVD DRIVE W/ PROTECTIVE STORAGE, MOUSE, LIGH	06/04/2021	51.16
5206	AT&T MOBILITY	EMS AIR CARDS	06/04/2021	68.20
5216	City Of Highland	MAY CENTRAL PURCHASING	06/04/2021	136.30
5235	GLOBAL TECHNICAL SYSTEMS, INC	QTY -2 KENWOOD VHF DIGITAL 6W PROTABLE RAD	06/04/2021	2,850.00
5239	Huels Oil Co	MAY DIESEL FUEL	06/04/2021	2,100.83
5240	IL Dept Of Public Health	AMBULANCE LICENSE INSPECTION (VIN# 8787)	06/04/2021	100.00
5255	MUNICIPAL EMERGENCY SERVICE	QTY 2 - TACLITE PRO PANTS, QTY 1 - STRYKE PANT	06/04/2021	129.00
5265	PRILL'S GARAGE	1542 STATE INSPECTION	06/04/2021	39.00
5271	SANDBERG PHOENIX & VON GONT	LEGAL FEES THROUGH 04/30/2021 - LABOR AND EMPLOY	06/04/2021	535.50
5275	St Louis Area Maps Inc	STREET GUIDES - MADISON, ST. CLAIR, CLINTON COUTIE	06/04/2021	269.10
			Total for Department: 401 Ambulance Fund	20,605.87
			Total for Fund:401 Ambulance Fund	20,946.66
Fund: 713 Solid Waste Fund				
Department: 000 Balance Sheet				
5013	CHELSEA BIALESCHKI	Refund Check 018933-001, 1411 9TH ST APT 4	05/08/2021	17.20
5014	TIMOTHY BYRNES	Refund Check 017430-000, 1009 LUZERNE ST	05/08/2021	18.47
5015	JESSICA AND KASSANDRA GILL DO	Refund Check 021423-000, 1413 9TH ST APT 4	05/08/2021	7.11
5017	RICHARD MILLER	Refund Check 021535-000, 1315 DAFFODIL LN	05/08/2021	11.12
5018	NDTL LLC	Refund Check 022188-000, 1114 12TH ST	05/08/2021	27.87
5186	JUSTIN GILBERT	Refund Check 020975-000, 1220 MAIN ST APT B	05/27/2021	9.47
5188	ROBERT & ALEX DURBIN STARK	Refund Check 021599-000, 120 SUPPIGER LN APT 209	05/27/2021	3.14
			Total for Department: 000 Balance Sheet Accounts	94.38
Department: 713 Solid Waste Fund				

5129	ROBERT (BOB) SANDERS WASTE S' REISIDENTIAL AND COMMERCIAL TRASH SERVICES	05/21/2021	134,453.00
5149	The Kwik Konnection Printing Inc 04/21/2021 & 04/28/2021 - 3 COL X 5" ADS W/ COLOR CURBS	05/21/2021	300.00
5151	Third Millennium Assoc Inc Utility Bill Printing Service	05/21/2021	590.55
5270	ROBERT (BOB) SANDERS WASTE S' TEMP DUMPSTER SERVICES 04/16/2021 - 05/14/2021	06/04/2021	7,368.00
5283	Third Millennium Assoc Inc Utility Bill Printing Service	06/04/2021	282.97
Total for Department: 713 Solid Waste Fund			142,994.52
Total for Fund:713 Solid Waste Fund			143,088.90
<u>Grand</u>			<u>\$ 2,170,717.37</u>

Accepted by City Council June 07, 2021

Mayor: _____ Clerk: _____