

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, DECEMBER 19, 2022
7:00 PM**

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

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of December 5, 2022 Regular Session (attached)

BID OPENING:

The City Attorney will open sealed bids submitted by parties interested in purchasing a portion of the city's 138 kV Electric Transmission Line. Said property was declared surplus by Ordinance No. 3233 and offered for sale by advertising in The Pioneer on November 16, November 23, and November 30, 2022.

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Matt Folmar and Jim Accurso from the Small Business Administration to discuss the Economic Injury Disaster Loans Program (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:

- A. **MOTION** – Bill #22-197/ORDINANCE Amending the 2022-2023 Budget (attached)
- B. **MOTION** – Bill #22-198/ORDINANCE for Levy, Assessment and Collection of Taxes (attached)
- C. **MOTION** – Approve 2022 Treasurer's Report (attached)
- D. **MOTION** – Bill #22-199/ORDINANCE Amending Pavilion Rental Rates (attached)
- E. **MOTION** – Bill #22-200/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Promotion of the Korte Recreation Center with the Riverbender (attached)
- F. **MOTION** – Bill #22-201/RESOLUTION Waiving Normal and Customary Bidding Procedures and Authorizing the Purchase of One New Vermeer Boring Machine (attached)

Continued

- G. **MOTION** -- Bill #22-202/RESOLUTION Approving Application Submitted by D. J. Howard & Associates, Inc., and Awarding Certain Financial Incentives Under the Façade Improvement Program (attached)
- H. **MOTION** – Bill #22-203/RESOLUTION Approving a Contract for Cemetery Property Maintenance with Allan Butler (attached)
- I. **MOTION** – Bill #22-204/RESOLUTION Approve and Authorizing the Execution of a Contract, Including Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space, Between City and Ryan Poss to Provide Competitive Lap-Swimming Instruction and Practice (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1232 for December 3, 2022 through December 16 , 2022 (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:

Continued



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Vazquez, ADA Coordinator, by 9:00 AM on Monday, December 19, 2022.

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 3:00 PM on the day of the meeting, will be read into the record.



U.S. Small Business
Administration

DISASTER ASSISTANCE
Businesses • Homeowners • Renters • Nonprofits

SBA Disaster Loans Available for Businesses in St. Clair County

What you need to know to apply for a Business Disaster Loan



- Applicant cell phone (verification) & contact information for all applicants
- Social Security numbers and Employer Identification Numbers (EIN) for all applicants/owners
- Financial information (e.g., income, account balances and monthly expenses)
- Information about your deed or lease
- Insurance information, if available



Three Ways to apply

- **Online** at DisasterLoanAssistance.sba.gov
- **In person** -Visit [Disaster Recovery Center-\(locator\)](#) or Business Recovery Center (call 800-659-2955 for location) to meet with SBA representative in person
- Apply by **mail** – call (800) 659-2955 to request a paper application

Benefits of an SBA Disaster Loan

- Fixed interest rate as low as 2.935% for businesses & 1.875% for nonprofits
- Automatic 12-month deferment w/ **zero** % Interest rate for the first **12 months**
- No payments for the first year, terms up to 30 years
- No collateral up to \$25,000
- Funds available to rebuild stronger (**Mitigation**)
- \$2 million maximum loan for businesses and nonprofit organizations

Questions? Call **(800) 659-2955** (dial 7-1-1 to access telecommunications relay services) or visit sba.gov/disaster



U.S. Small Business
Administration

DISASTER ASSISTANCE
Businesses • Homeowners • Renters • Nonprofits

Préstamos por desastre de la SBA disponibles para empresas en St. Clair County



Lo que debe saber para solicitar un préstamo de desastre para la empresa

- Teléfono móvil del que solicita (para su verificación) e información de contacto de todos los solicitantes
- Números de seguro social y Número de Identificación del empleador (EIN) para todos los solicitantes / propietarios
- Información financiera (por ejemplo, ingresos, saldos de cuentas y gastos mensuales)
- Información sobre su escritura o contrato de arrendamiento
- Información del seguro, si está disponible



Cómo solicitar

- **En línea** en DisasterLoanAssistance.sba.gov
- **Visite** un Centro de Recuperación de Desastre (DRC) (en [DRC Locator \(fema.gov\)](https://DRCLocator(fema.gov)) o un Centro de Recuperación de Negocios (BRC) (llame al 800-659-2955 para obtener la ubicación) para reunirse con un representante de la SBA
- **Por correo** – llame (800) 659-2955 para pedir una solicitud en papel

Beneficios de un préstamo por desastre de la SBA

- Tasa de interés fija tan baja como 2.935% para empresas, 1.875% para organizaciones sin fines de lucro
- Un aplazamiento automático de 12 meses con interés **cero** % durante los primeros **12 meses**.
- Sin pagos por el primer año, plazos de hasta 30 años
- Sin garantía hasta \$25,000
- Fondos disponibles para reconstruir más fuerte (**Mitigación**)
- Préstamo máximo de \$2 millones para empresas y organizaciones sin fines de lucro

¿Preguntas? Llame al **(800) 659-2955** (marque 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones) o visite sba.gov/disaster

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 3176 OF THE CITY OF HIGHLAND, ILLINOIS, PASSED ON APRIL 18, 2022, ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR 2022-2023

WHEREAS, on the 18th day of April, 2022 the City Council of the City of Highland Madison County, Illinois adopted an ordinance entitled:

"AN ORDINANCE ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023 AND AUTHORIZING THE EXPENDITURES THEREIN CONTAINED"

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6 the annual City budget may be revised by 2/3 vote of the City Council;

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

That the budget amendment identified by reference to the attached Exhibit "A" shall be and constitute amendments to the Budget referenced above by the budget changes as set forth in the attached Exhibit "A".

That this Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect after its adoption, as provided by law.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the Office of the City Clerk, on the _____ day of December 2022, the vote being taken by ayes and noes and entered upon the legislative records as

AYES:

NOES:

APPROVED:

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

ATTEST:

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

BUDGET AMENDMENTS - DECEMBER 2022

The budget change is necessary in order to levy enough taxes to cover next year's estimated expenses.
 The rule is - we may not levy any more tax revenue for next year than we budgeted for in this fiscal year.

Account Number	Fund	Line Description	Budget was	Change	New Budget	Description
706-706-5-350-00	Insurance	Insurance	298,500.00	21,500.00	320,000.00	For tax levy purposes- Liability and Tort Judgement Insurance



City of Highland

Finance Department

MEMO TO: Chris Conrad, City Manager
FROM: Reanna Ohren, Director of Finance
SUBJECT: Budget Amendment
DATE: December 19, 2022

I have prepared an ordinance for the upcoming agenda on December 19, 2022 that proposes a budget amendment for the budget year ending April 30, 2023. This amendment is needed in order to levy funds in the amount requested for liability and tort judgement insurance expenditures. If you have any questions regarding this please let me know.

Thank you,
Reanna Ohren

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY, ASSESSMENT, AND
COLLECTION OF 2022 TAXES TO BE PAYABLE IN 2023**

WHEREAS, the City Council of the City of Highland, County of Madison, State of Illinois, did on the 18th day of April 2022 adopt the "Annual Budget" for the said City of Highland for the aggregate sum of Fifty Six Million, Six Hundred And Four Thousand, Twenty Dollars (\$56,604,020) which said budget was duly considered and heard by the public hearing on the 18th of April 2022 in accordance with the provisions of the Illinois Compiled Statutes, Chapter 65, Act 5, Article 8, Division 2, Section 9.4 and Section 9.9.

WHEREAS, the above annual budget was amended by the corporate authorities of the City of Highland on December 19, 2022; and these budget amendments have been included in the amounts listed as the amount budgeted in the attached detail for the tax levy for December 2022.

WHEREAS, the corporate authorities of the City of Highland have ascertained through the above described budget adoption process the total amount deemed necessary to defray expenses and liabilities for all corporate purposes and desire to levy taxes in accord therewith, pursuant to Illinois Compiled Statutes, Chapter 65, Act 5, Article 8, Division 3, Section 1;

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

SECTION 1. That there shall be and is hereby levied upon all taxable property within the corporate limits of the City of Highland, Illinois, subject to taxation for 2022 taxes payable in 2023 as that property is assessed and equalized for state and county purposes, the sum of Four Million, Three Hundred Sixty Eight Thousand, Three Hundred And Ten Dollars (\$4,368,310), for the specific purpose in said budget and in the respective sums as follows:

CITY OF HIGHLAND		Amount to be	
	Amount	Received from	AMOUNT
TAX LEVY FOR DECEMBER 2022	Budgeted	Other Sources	LEVIED
TOTAL GENERAL ADMINISTRATION	\$2,270,253	\$1,525,988	\$744,265
REF: General Corporate Tax (65 ILCS 5/8-3-1)			
TOTAL POLICE	\$3,237,145	\$3,069,518	\$167,627
REF: Police Protection Tax (65 ILCS 5/11-1-3)			
TOTAL FIRE	\$546,031	\$378,404	\$167,627
REF: Fire Protection Tax (65 ILCS 5/11-7-1 and 5/11-7-3)			
TOTAL COMMUNITY BUILDING	\$547,281	\$379,654	\$167,627
REF: Community Building Tax (65 ILCS 5/11-63-1)			
TOTAL PLAYGROUND AND REC PROGRAMS	\$547,281	\$346,128	\$201,153
REF: Playground & Rec Tax (65 ILCS 5/11-95-7 and 5/11-95-8)			
TOTAL PUBLIC COMFORT STATION	\$142,000	\$92,000	\$50,000
REF: Public Comfort Station Tax (65 ILCS 5/11-21-4)			
TOTAL CULTURAL ACTIVITIES	84,000.00	\$44,000	\$40,000
REF: Cultural Activities Tax (65 ILCS 5/11-45-1)			
TOTAL POLICE PENSION FUND	\$929,700	\$271,700	\$658,000
REF: Police Pension Fund (40 ILCS 5/3-125)			
TOTAL SOCIAL SECURITY	\$500,000	\$0	\$500,000
REF: Social Security Tax (40 ILCS 5/21-110) and Medicare Tax (40 ILCS 5/21-110.1)			
TOTAL MUNICIPAL AUDITING	\$29,165	\$165	\$29,000
REF: Municipal Auditing Tax (65 ILCS 5/8-8-8)			
TOTAL IMRF	\$398,000	\$43,000	\$355,000
REF: Illinois Municipal Retirement Fund (40 ILCS 5/7-171)			
TOTAL INSURANCE AND TORT JUDGMENTS	\$320,000	\$0	\$320,000
REF: Insurance and Tort Judgments (745 ILCS 10/9-107)			
TOTAL SCHOOL CROSSING GUARD	\$9,000	\$0	\$9,000
REF: School Crossing Guards Tax (65 ILCS 5/11-80-23)			
TOTAL INSTALLMENT CONTRACTS	\$31,500	\$1,500	\$30,000
REF: Installment Contracts (65 ILCS 5/11-76.1-2)			
TOTAL AMBULANCE	\$2,643,284	\$2,084,527	\$558,757
REF: Ambulance Tax (65 ILCS 5/11-5-7)			
TOTAL LIBRARY - INSURANCE AND TORT JUDGMENTS	\$67,075	\$32,075	\$35,000
REF: Insurance and Tort Judgments (745 ILCS 10/9-107)			
TOTAL LIBRARY TAX ACCOUNT	\$351,500	\$16,246	\$335,254
REF: Library Tax (75 ILCS 5/3-1 and 5/3-4)			
GRAND TOTAL OF TAXES LEVIED			\$ 4,368,310

SECTION 2. The amount budgeted and not carried forward in the Tax Levy Ordinance will be paid out of the monies from other sources than the Tax Levy.

SECTION 3. The City Clerk of the City of Highland, Illinois, is hereby authorized and directed to promptly file under the seal of the City of Highland, a duly certified copy of this Ordinance with the County Clerk, Madison County, Illinois.

SECTION 4. That this Ordinance shall be known as Ordinance No. _____, and shall be in full force and effect after its adoption, as provided by law.

SECTION 5. This levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____, 2022 the vote being taken by ayes and noes entered on the legislative record as follows:

Ayes:

Noes:

Approved by the Mayor this 19th day of December 2022.

Kevin B. Hemann
Mayor

ATTEST:

City Clerk of the City of Highland
Madison County, Illinois

CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

The undersigned, Barbara Bellm, the duly elected and serving City Clerk of the City of Highland, Illinois, hereby certifies that Ordinance No. _____, levying 2022 taxes payable in 2023 is a true and accurate copy of the said Ordinance as the same is enrolled in the books and records of the City of Highland, Illinois; and as was duly adopted by the City Council of the said City on _____, 2022 at a regular City Council meeting held in accord with the Illinois Open Meetings Act.

_____, City Clerk

(Seal)

**TRUTH-IN-TAXATION
CERTIFICATE OF COMPLIANCE**

I, Kevin B. Hemann, Mayor of the City of Highland, hereby certify to the Madison County Clerk that the City of Highland, Illinois has complied with all provisions of Section 18-60 through 18-85 of the "Truth-In-Taxation Law" with respect to the adoption of the 2022 Tax Levy.

--CHECK ONE BOX--

- [X] The District levied an amount of ad valorem tax that is less than or equal to 105% of the final aggregate levy extension of the preceding year, thereby requiring no Truth-In-Taxation hearing and/or notice.

--OR--

- [] The District levied an amount of ad valorem tax that is greater than 105% of the final aggregate levy extension of the preceding year and complied with the publication and hearing provisions of Section 18-75 and 18-80 of the Law.

Said Notice was published in the Highland News Leader on _____.

Said Public Hearing was held on_____.

Kevin B. Hemann, Mayor
City of Highland, Illinois

Date



City of Highland

Finance Department

MEMO TO: Chris Conrad, Interim City Manager
FROM: Reanna Ohren, Director of Finance
SUBJECT: 2022 Tax Levy Ordinance
DATE: December 19, 2022

I am placing the 2022 tax levy ordinance on the agenda for the meeting on December 19, 2022. The amounts requested have not changed from the estimated amounts approved via resolution on December 5th. If you have any questions regarding any of the amounts requested please let me know.

Thank you,
Reanna Ohren



City of Highland

Finance Department

MEMO TO: Christopher Conrad, City Manager
FROM: Reanna Ohren, Director of Finance
SUBJECT: Treasurer's Report
DATE: December 19, 2022

I am presenting the 2022 Annual Treasurer's Report to Council for approval at the December 19, 2022 meeting. This report will be published in the Pioneer on Tuesday December 27, 2022 and a certified copy will be provided to Madison County as well.

Please let me know if you have any questions regarding this document.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE SILVER LAKE ORDINANCE, SECTION 46-41,
OF THE CODE OF ORDINANCES, CITY OF HIGHLAND,
AMENDING PAVILION RENTAL RATES**

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 the rental fees for pavilions at City Silver Lake Park need to be amended to reflect the increased costs to City as a result of the mandated increase to minimum wage; and

WHEREAS, City has determined the Silver Lake Ordinance, Section 46-41 (b), of the City Code of Ordinances currently states:

Sec. 46-41. - Camping and picnicking.

b. Fees. City residents shall pay a rental fee of \$25.00 per day for rental of a City Silver Lake Park Pavilion. Non-residents shall pay a rental fee of \$50.00 per day for rental of a City Silver Lake Park Pavilion.

and

WHEREAS, City has determined the Silver Lake Ordinance, Section 46-41 (b), of the City Code of Ordinances shall now state, in pertinent part:

Sec. 46-41. - Camping and picnicking.

b. Fees. City residents shall pay a rental fee of \$40.00 per day for rental of a City Silver Lake Park Pavilion. Non-residents shall pay a rental fee of \$65.00 per day for rental of a City Silver Lake Park Pavilion.

WHEREAS, City has determined the City Manager and/or Mayor is authorized and directed to execute whatever documents may be necessary to amend Sec. 46-41 (b) to reflect the increase in prices for rental of Silver Lake Park pavilions.

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. City has determined Section 46-40 (b), shall now state, in pertinent part:

Sec. 46-41. - Camping and picnicking.

b. Fees. City residents shall pay a rental fee of \$40.00 per day for rental of a City Silver Lake Park Pavilion. Non-residents shall pay a rental fee of \$65.00 per day for rental of a City Silver Lake Park Pavilion.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

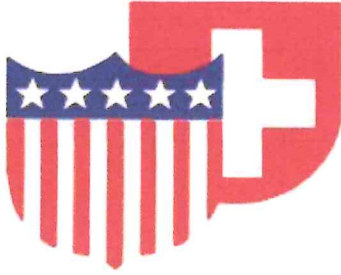
ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Department of Parks & Recreation

To: Chris Conrad, City Manager
 From: Mark Rosen, Director of Parks & Recreation
 Date: December 19, 2022
 Subject: Pavilion Rental Fees

RECOMMENDATION

I am recommending City Council approval to increase pavilion rental fees to begin April 1, 2023. My recommendation is to increase rental fees for residents and non-residents to \$40/resident & \$65/non-resident based on the discussion below.

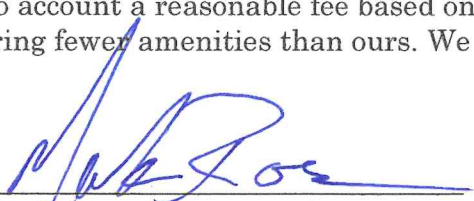
DISCUSSION


Pavilion rentals devote an additional 4-6 hours of staffing during the rental season on weekends to empty trash and clean restrooms. Although rates were increased in 2020, expenses and the minimum wage continue to increase. Therefore, we have conducted a pavilion rental survey with area park and recreation departments. Below are our findings:

Department	Resident	Non-Resident
Greenville	\$30	\$40
Troy	\$50	\$80
	\$40	\$60
	\$100	\$170
	\$50	\$75
O'Fallon	\$50	\$75
Highland	\$25	\$50

FISCAL IMPACT

It will be a common theme in the following years that the department will need to be creative in generating revenue to compensate for the minimum wage increases. This recommended increase takes into account a reasonable fee based on local agencies with some of their pavilions offering fewer amenities than ours. We welcomed 135 rentals in 2022.


 Recommended: Mark Rosen, Director of Parks & Rec.


 Approved: Chris Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
ALLOCATION OF HOTEL / MOTEL TAX FUNDING
(City of Highland Parks and Recreation Department for
Promotion of Korte Recreation Center with Riverbender)**

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 _____, 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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



HOTEL/MOTEL FUND APPLICATION

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

Contact Information:

Organization Name: Highland Parks & Recreation Dept.

Contact Person: Mark Rosen

Phone: 618-651-8899

Fax: _____

Email: mdrosen@highlandil.gov

Event Information:

1. Name of the Event: Korte Rec. Center – New Year’s event – radio, marketing

2. Date(s) of the Event: January 2023

3. Location of the Event: _____

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

We have been offered an opportunity to promote our New Year’s Eve party at the Korte Recreation Center as well as the variety of events and programs the department offers throughout the year.

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

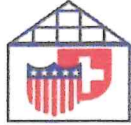
The Korte Rec. Center, as well as the robust number of programs and events we host make Highland a destination for families. This particular event is intended to provide an opportunity for families to have a wholesome and active New Year’s Eve.

Other events we intend to market are our Young @ Heart trips, Thursday Night Live Summer Concert Series, PBJ’s, and parks.

6. Funding Request Amount: \$400.00

7. Projected Attendance for the Event: 150+

8. Expected Overnight Stays for the Event: None



HIGHLAND

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

To: City Manager, Chris Conrad

From: Mark Rosen, Director of Parks & Recreation

Date: December 19, 2022

Subject: Request for Use of Hotel/Motel Tax – Radio Advertising

Recommendation

I am requesting City Council approval to utilize Hotel/Motel funds in the amount of \$400.00 to promote the Korte Recreation Center with Riverbender.

Discussion

In addition to having the opportunity to promote our New Year's Eve event, we also want to take advantage of those New Year's resolutions to promote our services using Riverbender's community calendar, printed advertisement and social media/email blasts.

In addition, we can promote our other services that include SilverSneakers, Young at Heart trips, classes, and any one of the many benefits that draw people to Highland.

Fiscal Impact

Selling just one premium membership would equal the total investment in hopes that this will increase multiple memberships for people outside of Highland.

Recommended By: Mark Rosen, Director of Parks & Recreation

Approved By: Chris Conrad, City Manager

OUR DAILY SHOW

with *Cj Nasello*



LIVE MON. – FRI. – 9-11AM

Be Our Guest!

RIVERBENDER.COM



Total Event Promotion

Got something going on at your business or non-profit organization and need to get the word out? CJ & RiverBender.com can help!

We have assembled the products and staff to provide you with first-class, comprehensive event and business promotion. If you have an **Annual Event, Anniversary, Fundraiser**, or are offering **New Products or Services**, let CJ help you with a plan that fits your budget and achieves your goals.

EVENT ADVERTISING OPTIONS

Event Promotion Package \$400

- Includes a Featured Event in our Community Calendar **(\$75 Value)**,
- Featured Article in our News feed **(\$100 Value)**,
- 300x250 Display Ad on Riverbender.com **(\$300 Value)**.
- Everything featured on our websites, FB pages, and in our Daily Update email blast.

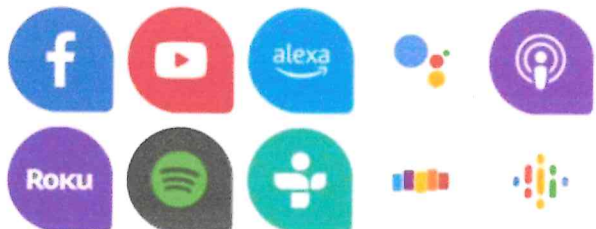
Site Wallpaper \$450

- Runs exclusively on every page of Riverbender.com, including mobile.
- Available on EdglenToday.com for an additional \$225
- First-come-first-serve

AUDIENCE INFORMATION

300K+ Unique Visitors per Month
60K+ Daily Update Subscribers
45K+ Facebook Followers

Shared Everywhere:



Join CJ LIVE ON-AIR. And, we'll post & share your interview **EVERYWHERE!**



For more information, call
(618) 465-9850 or visit
sales.riverbender.com.

RESOLUTION NO. _____

A RESOLUTION WAIVING CUSTOMARY BIDDING PROCEDURES AND AUTHORIZING THE PURCHASE OF A VERMEER HORIZONTAL DIRECTIONAL DRILL UNDER THE SOURCEWELL 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, the Director of Public Works has recommended to the City Council to waive normal and customary bidding procedures and award the purchase of a new 2022 Vermeer Model D8x12 Horizontal Directional Drill to Vermeer Midwest in Chesterfield, Missouri for \$128,006.00, under the Sourcewell program (*See Exhibit A*); and

WHEREAS, the Director of Public works has informed the City Council that the City watched demonstrations from Vermeer and Ditch Witch, which are well-known manufacturers of horizontal directional drills (a.k.a. boring rigs), and both machines were sufficient for City needs; and

WHEREAS, the Director of Public works has informed the City Council that the Vermeer machine is familiar to City crews and offers twice the horsepower for about the same price (*See Exhibit A*); and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare, and economic welfare to enter the Vermeer Midwest Agreement (*See Exhibit A*); and

WHEREAS, City has determined this purchase will be made under the Sourcewell Program (*See Exhibit A*); and

WHEREAS, City has determined it to be appropriate to waive the customary bidding procedures and purchase the Vermeer drill under the Sourcewell Program from Vermeer Midwest according to the Vermeer Midwest Agreement (*See Exhibit A*); and

WHEREAS, City authorizes and directs the City Manager and/or Mayor to execute any documents necessary to waive customary bidding procedures and enter the Vermeer Midwest Agreement (*See Exhibit A*).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and 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 Vermeer Midwest Agreement for purchase of the Vermeer Drill under the Sourcewell Program (*See 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 any documents necessary to enter the Vermeer Midwest Agreement (*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 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 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



621 Spirit Valley East Drive
Chesterfield, MO 63005
636-532-2332
www.vermeermidwest.com

12/13/2022

Quote #: Q-13790-1
PO #:

Bill To:
City of Highland
Randy Rinderer
2610 Plaza Drive
Highland, IL 62249

Ship To:
City of Highland
Randy Rinderer
2610 PLAZA DR
HIGHLAND, IL 62249-1123

To Whom It May Concern:

I would like to submit this quote to you.

1 New Vermeer D8X12 \$95,085.00

- ~ 48 H.P. Kohler Tier 4F Fuel Injected Turbocharged Diesel Engine
- ~ Rack and Pinion System (Lifetime Warranty On Gears)
- ~ 1,200 lbs. Of Rotational Torque
- ~ 7,850 lbs. Of Thrust/Pullback
- ~ 159 FPM Carriage Speed
- ~ 180' x 1.33" Firestick Forged Drill Rod ~ 180' (30) 1.66" Firestick Rod Option
- ~ 182 RPM Rotational Speed
- ~ 9 GPM On-Board Water Pump At 1,000 PSI Maximum Pressure
- ~ Separate Hydraulic Pumps For Rotation, Thrust/Pullback And Aux. Functions
- ~ CAN Bus Electric Over Hydraulic Control System
- ~ Rubber Track System
- ~ Hydrostatic Ground Drive System, Max Speed 2.8 mph
- ~ 35.5" in Width, 139" in Length
- ~ Dual Stationary Stake Down System
- ~ Dual Joystick Controls _ Common Control Platform
- ~ 85 dBa Low Sound Levels At Operator Station
- ~ 18 Gallon Fuel Capacity @ 2.5 GPH
- ~ 25 Gallon Hydraulic Capacity
- ~ Remote Lockout Safety System
- ~ Strike Alert Safety System
- ~ Auto Greaser Kit
- ~ Premium Quick Fire Drill Head
- ~ 1 Year/1,000 Hours Parts and Labor Standard Vermeer Limited Warranty
- ~ 2 Year/2,000 Hours Standard Kohler Limited Engine Warranty

D8X12 - Public Utility 110421-VRM

1 New DCI F1 Falcon \$15,775.00

Digitrak F1 Directional Drilling Locating System

- ~ LCD Graphic Display Picture Driven Menu
- ~ Ball-in-the-Box™ guidance technology
- ~ Remote Steering Capability
- ~ Falcon Technology Scans Active Interference Noise for Frequency Optimization

Initials: _____

Quote #:Q-13790

- ~ Transmitter Supports Frequencies in Single band Between 9~13 kHz – 50' depth rating
- ~ Real Time Data; Predicted Depth
- ~ 3 – NiMH Batteries and Charger
- ~ Hard Case
- ~ 1 Year Parts and Labor Standard Limited Warranty on Electronics
- ~ 3 year/500 hour Parts and Labor Limited Warranty on Transmitters

1 New B & B 7T Tilt **\$12,480.00**

7T Tilt Trailer (14,000GVWR)
 Tool Box
 Hose Reel

1 New Vermeer Trash Pump w/(300 Gallon) **\$3,416.00**

~ Honda Gas Engine (Trash Pump)
 ~ 300 Gallon Tank
 ~ 1 Year Parts and Labor Standard Limited Vermeer Warranty

Untaxed Machine	\$126,756.00
Freight and Prep	\$1,250.00
Grand Total	\$128,006.00
Total Due	\$128,006.00

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 0 months based on \$0 down	

Additional Options

Quantity	Product Name	Net Total	Additional Price Per Month
1.00	CONFIDENCE PLUS 3 YRS PREMIUM COV W/MN	\$8,606.00	
CONFIDENCE PLUS 3 YRS PREMIUM COV W/MN			

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: 

Date: 12-15-2022

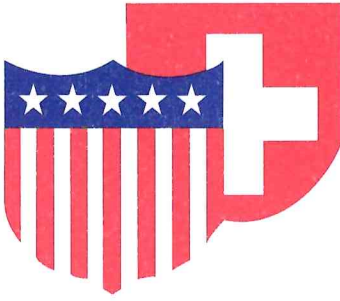
Thank you for your consideration.

Sincerely,

Andrew Fiala
 andrew.fiala@vermeermidwest.com

Initials: _____

Quote #:Q-13790



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: December 13, 2022

SUBJECT: Purchase One New Vermeer D8x12 Horizontal Directional Drill
Recommendation for Approval of Purchase

RECOMMENDATION

I recommend that you request council approval to waive normal and customary bidding practices and award the purchase of a new 2022 Vermeer Model D8x12 Horizontal Directional Drill to Vermeer Midwest in Chesterfield, Missouri for \$128,006.

DISCUSSION

The Water Distribution/Sewer Collection division watched demonstrations from Vermeer and Ditch Witch, which are well-known manufacturers of horizontal directional drills (a.k.a. boring rig). Both machines were sufficient for our needs; however, the Vermeer machine is familiar to our crews and offers twice the horsepower for about the same price. Both offer Sourcewell purchasing benefits. The equipment is generally used for new water services and has been useful to other departments for horizontal drilling needs.

CONCURRENCE

Recommended by: _____

Joe Gillespie, Director of Public Works

Approved by: _____

Christopher Conrad, City Manager



621 Spirit Valley East Drive
Chesterfield, MO 63005
636-532-2332
www.vermeermidwest.com

12/13/2022

Quote #: Q-13790-1
PO #:

Bill To:
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2610 Plaza Drive
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- ~ 182 RPM Rotational Speed
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- ~ Separate Hydraulic Pumps For Rotation, Thrust/Pullback And Aux. Functions
- ~ CAN Bus Electric Over Hydraulic Control System
- ~ Rubber Track System
- ~ Hydrostatic Ground Drive System, Max Speed 2.8 mph
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- ~ Dual Joystick Controls _ Common Control Platform
- ~ 85 dBa Low Sound Levels At Operator Station
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- ~ Strike Alert Safety System
- ~ Auto Greaser Kit
- ~ Premium Quick Fire Drill Head
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D8X12 - Public Utility 110421-VRM

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- ~ Falcon Technology Scans Active Interference Noise for Frequency Optimization

Initials: _____

Quote #:Q-13790

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- ~ Real Time Data; Predicted Depth
- ~ 3 – NiMH Batteries and Charger
- ~ Hard Case
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Additional Options

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CONFIDENCE PLUS 3 YRS PREMIUM COV W/MN			

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: 

Date: 12.15.2022

Thank you for your consideration.

Sincerely,

Andrew Fiala
andrew.fiala@vermeermidwest.com

Initials: _____

Quote #:Q-13790

RESOLUTION NO. _____

A RESOLUTION APPROVING APPLICATION AND AWARDED CERTAIN FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND FAÇADE IMPROVEMENT PROGRAM TO RICH AND DONNA HOWARD

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, Rich and Donna Howard (“Developer”) is the owner of 820 Broadway, 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. Painting Exterior of Building - \$6,200.00
2. Tuck-Pointing - \$850.00
3. Awnings - \$3,300.00

Total Estimated Project Costs: \$10,350.00

("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 \$10,350.00 Project is eligible for up to \$2,587.50 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 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Façade Improvement Program Application

Property Address: 820 Broadway

Owner Name: Rich & Donna Howard Phone Number: 618-654-7790

Address: 11555 Sugar Fork Dr Email: dhoward@djhowardrea.com
Alhambra, IL 62001

Current Tenant(s): DJ Howard & Associates, Inc

Estimated Project Cost: \$10,350

Requested Reimbursement Amount (max 25% of Project Costs): \$2587.50

Proposed Improvements	Estimated Cost Per Improvement
1. <u>Painting Bldg Exterior</u>	<u>\$ 6200</u>
2. <u>Tuck-pointing</u>	<u>850</u>
3. <u>Awnings</u>	<u>\$ 3300</u>
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12. <u>total</u>	<u>\$10,350</u>

Please attach the following and label as numbered attachments:



City of Highland

Attachment #1: Current photos of the façade(s)

Attachment #2: Proposed rendering

Attachment #3: Any other applicable attachments (quotes from contractors, material samples, color swatches, narrative statements, etc.)

1. 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).
2. 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.

Signature

Date

Please submit applications to Mallord Hubbard, Economic Development Coordinator, at mhubbard@highlandil.gov or at City Hall, 1115 Broadway.

Driscoll Brick Work
1062 Rinderer Road
Highland, IL 62249

Invoice

Date	Invoice #
10/26/2022	656

Bill To
DJ Howard

P.O. No.	Terms	Project
	Due Now	

Quantity	Description	Rate	Amount
	Repair broken brick under window and tuck-point areas under the window	850.00	850.00
		Total	\$850.00

Bickline Painting

INVOICE

345 Sunflower Dr.
Highland, Il. 62249

618-709-6133

SOLD TO:
DJ howard
attn:Jordan Keeven
820 Broadway

INVOICE NUMBER 536715
INVOICE DATE November 15, 2022

SHIPPED TO: N/A

PREPAID or COLLECT 0

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Exterior around the top of the building: Take down all christmas lights and the brackets. Pressure wash and scrap off all loose paint around the entire top of the building and vents up high on all sides.		
	Prime and paint all of the wood around the entire top of the building.		
	Hang Brackets and lights back on the building		
	Price includes all Labor, Paint, materials, etc		
	Original estimate		3,900.00
	Did not complete some of the back exterior doors		(500.00)
	Took out all the screens on all of the windows and painted them black and painted all of metal around the windows black.		
	\$100 per window, 23 windows completed		2,300.00
		SUBTOTAL	5,700.00
		DEPOSIT	

DIRECT ALL INQUIRIES TO:
Paul Bickline
618-709-6133
email: pbickline@yahoo.com

MAKE ALL CHECKS PAYABLE TO:
Bickline Painting
Attn: Paul Bickline
345 Sunflower Dr.
Highland, Il. 62249

\$5,700.00
PAY THIS
AMOUNT

THANK YOU FOR YOUR BUSINESS!

**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 Rich and Donna Howard (“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 820 Broadway, Highland, IL ("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. Painting Exterior of Building - \$6,200.00
2. Tuck-Pointing - \$850.00
3. Awnings - \$3,300.00

Total Estimated Project Costs: \$10,350.00

("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 \$10,350.00 Project is eligible for up to \$2,587.50 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 begin the Project or 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 \$75,000.00 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 by City Council.

6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$75,000 in any given year; the cap for Façade Improvement Program incentives shall be \$75,000 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:
Rich & Donna Howard

Attn: Donna Howard

820 Broadway, Highland, IL

To the City:

Attention: Chris Conrad

City Manager
City of Highland
PO Box 218. 1115 Broadway

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager

DEVELOPER:

Donna Howard



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: December 13, 2022
Re: Approval of Façade Improvement Program Agreement with Rich & Donna Howard of DJ Howard & Associates Inc located at 820 Broadway.

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Rich & Donna Howard for project located at 820 Broadway.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$10,350. Proposed improvements include painting building exterior, tuck-pointing, and replacement of awnings.

FISCAL IMPACT: Developer will be eligible for a maximum of \$2,587.50 (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 APPROVING LEASE OF LAND
BETWEEN CITY OF HIGHLAND, ILLINOIS, AND ALLAN BUTLER**

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

WHEREAS, City owns real estate located near the City Cemetery, specifically:

Parcel ID 02-1-18-31-00-000-009.004

And the tract of land to be leased is shown in the attached **Exhibit A**.

(hereinafter “Land”); and

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

WHEREAS, upon authority granted by the City Council, the City Manager need not obtain the City Council’s approval to renew this lease going forward, so long as all leases are:

- (a) substantially in the form of **Exhibit B** attached to this ordinance; and
- (b) for terms not exceeding two years;

and

WHEREAS, Allan Butler desires to enter a *Lease of Land* for the term of January 1, 2023 through December 31, 2025 (see *Lease of Land* attached hereto as **Exhibit B**); and

WHEREAS, Allan Butler shall pay City \$10 per bale of hay (round) harvested per year for lease of the Land according to **Exhibit B**; and

WHEREAS, Allan Butler shall maintain the Land and mow and trim the grass on the Land throughout the term of this lease, or any subsequent lease of the Land, according to **Exhibit B**; and

WHEREAS, City finds that the terms of the *Lease of Land* between City and Allan Butler (**Exhibit B**) are fair and reasonable, and City finds the terms of the *Lease of Land* between City and Allan Butler (**Exhibit B**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the terms of the *Lease of Land* between City and Allan Butler (**Exhibit B**); and

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

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

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

Section 2. The *Lease of Land* between City and Allan Butler (**Exhibit B**) is approved.

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

Section 4. The City Manager is authorized and directed, pursuant to §11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), to execute leases for the Land described above with tenants in the future for terms not exceeding two years. The City Manager need not obtain

the City Council's approval of any such lease, so long as all leases are: (a) substantially in the form of **Exhibit B** attached to this ordinance; and (b) for terms not exceeding two years.

Section 5. City has the authority to terminate the *Lease of Land* between City and Allan Butler (**Exhibit B**) at its sole discretion.

Section 6. This Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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

LEASE OF LAND

This lease made and entered into between the City of Highland, Illinois, an Illinois municipal corporation, 1115 Broadway, Highland, Illinois 62249, as landlord (hereinafter “City” or “Lessor”) and Allan Butler, 8639 Bond Road, Pocahontas, IL 62275, (hereinafter “Lessee”).

WITNESSETH:

1. Location. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, Lessor’s tract of land located near the City Cemetery, more particularly described as:

Parcel ID 02-1-18-31-00-000-009.004

And the tract of land to be leased is shown in the attached **Exhibit A**.

Hereinafter “Premises”; and

2. Term. The term of this lease is for two year(s) commencing on January 1, 2023, and terminating on December 31, 2025. *(The term of this lease must not exceed two years.)*

3. Rent. Lessee shall pay to Lessor as rent for the Premises the sum of \$10 per bale of hay (round) harvested from the Premises per year.

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

5. Payment of Rent. Lessee agrees to pay the rent to Lessor for the first year’s rent upon the Lessee’s harvest of bales of hay (round) in 2023. Lessee agrees to pay the rent for the second year of the lease, in full, upon Lessee’s harvest of bales of hay (round) in 2024. Lessee agrees to harvest bales of hay (round) every year the Premises is rented from the Lessor. Lessee agrees to pay Lessor \$10 per bale of hay (round) for every year the Premises is rented from the Lessor. Lessor reserves the right to raise the rent or terminate the lease at the end of any lease term, and at Lessor’s sole discretion.

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

7. Use and Occupancy. The Premises shall be used and occupied by Lessee for planting, harvesting, and baling hay only.

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

8. Utilities. No utility services now serve any portion of the Premises. Lessee shall be solely responsible for timely paying any monthly utility bills that it receives from the Lessor for the Premises should Lessee install any utility services.

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

10. Destruction of Premises. In the case of the partial destruction of the Premises by fire, accident, or the elements, so as to render it or any portion of it commercially unusable, this lease may be terminated by either party.

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

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

- (a) To keep the Premises clean, neat and sanitary as the condition of same permits, and to mow and trim any grass that grows on the Premises.
- (b) To remove from the Premises all rubbish, garbage, and other waste, in a clean and sanitary manner.
- (c) Properly to use and operate all electrical, gas, water, and plumbing fixtures (if any are hereafter installed on the Premises) and to keep them as clean and sanitary as their condition permits.
- (d) Not to allow any person on the Premises willfully or wantonly to destroy, deface, damage, impair, or remove any part of the Premises, and *not* to do any such thing himself.
- (e) To make all repairs necessary to the Premises, and to maintain the Premises in a safe and usable condition.

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

13. Care of Premises. Lessee agrees to commit no act of waste, and further agrees to take good care of the Premises and the fixtures thereon (if any). Lessee shall, in the use and occupancy of the rented Premises, conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments. All improvements made by Lessee to the Premises, which are so attached to the Premises that

they cannot be removed without material injury to the Premises, shall become the property of the Lessor upon installation. No later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of the Lessor, repair all injury done or in connection with installation or removal of such property and improvements, and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear excepted. All property of the Lessee remaining on the Premises after the last day of the term of this Lease shall be deemed abandoned and may be removed by the Lessor, and Lessee shall reimburse Lessor for cost of such removal. Lessee shall be responsible for any damages to the Premises.

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

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

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

17. Holding Over. The parties agree that any holding over by Lessee shall be a tenancy at will which may be terminated by Lessor on ten (10) days' notice in writing thereof.

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

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

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

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

21. Liability. Lessor shall not be liable for any injuries or damages to Lessee, and/or any of Lessee's agents, invitees, visitors, guests, servants, employees, or other persons who from time to time may be upon the Premises, except to the extent that such injuries or damages are caused by the willful misconduct of the Lessor.

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

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

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

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

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

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

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

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

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

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

on _____, 2022.

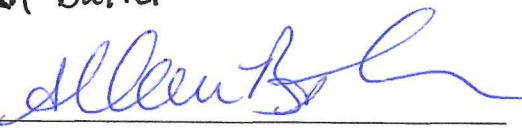
LESSOR:

City of Highland, Illinois,

By: _____
Chris Conrad, City Manager

LESSEE:

~~Alan Butler~~
Allan Butler

By: 
~~Alan Butler~~

ALLAN BUTLER

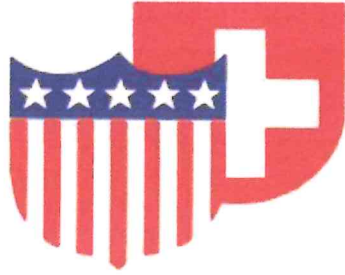
Exhibit A



Parcel Number: 02-1-18-31-00-000-009.004

Site Address: Koeplli Lane, Highland, IL

Owner: City of Highland
1115 Broadway
Highland, IL 62249



City of Highland

Department of Parks & Recreation

To: Chris Conrad, City Manager
From: Mark Rosen, Director of Parks & Recreation
Date: December 19, 2022
Subject: Land Lease – Cemetery Field

RECOMMENDATION

I am recommending City Council approval to approve the lease agreement with Mr. Allan Butler to harvest hay on the 13 acre field owned by the City.

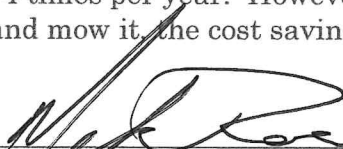
DISCUSSION

As a way to alleviate flooding and muddy conditions at the cemetery entrance, and in order to present a more aesthetically pleasing appearance, the Cemetery Board of Managers and I agree that leasing this portion of the land will be a win-win situation.

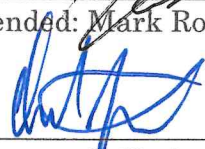
Mr. Butler is interested in producing hay for his livestock from this portion of our property. The total investment of tilling, planting, harvesting, and transporting bales will be entirely at his expense.

FISCAL IMPACT

Although there will not be a tremendous financial windfall, we will be able to generate \$10/bale at least 3 – 4 times per year. However, had we continued to allow farming, or seed it ourselves and mow it, the cost savings are immeasurable.



Recommended: Mark Rosen, Director of Parks & Rec.



Approved: Chris Conrad, City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT, INCLUDING TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE, BETWEEN CITY OF HIGHLAND AND RYAN POSS TO PROVIDE COMPETITIVE LAP-SWIMMING INSTRUCTION AND PRACTICE

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, Ryan Poss desires to lease shared space from the City d/b/a Korte Recreation Center (“KRC”) to provide competitive lap-swimming instruction and practice (“Competitive Swimming”) (*See* Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space attached hereto as **Exhibit A**); and

WHEREAS, Ryan Poss desires to utilize a specific area of the indoor pool from time to time, specifically a lap lane, to offer Competitive Swimming at KRC (*See* **Exhibit A**); and

WHEREAS, Ryan Poss will pay \$30 for an hour and a half (90 minutes) to rent one lap-lane per day (*See* **Exhibit A**); and

WHEREAS, the lap-lane rental time shall be determined solely by the KRC and shall be rented to Ryan Poss during “non-peak time” (*See* **Exhibit A**); and

WHEREAS, Ryan Poss is an independent legal entity operating independently of the City and the KRC; and

WHEREAS, City has determined that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to approve the Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space. *See* **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 Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space between KRC and Ryan Poss is approved. *See* **Exhibit A**.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space. *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 2022, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

**TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE
AGREEMENT FOR SHARED SPACE**

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 passed by Resolution and by the affirmative vote of a majority of the corporate authorities then holding office of the CITY OF HIGHLAND, AN ILLINOIS MUNICIPAL CORPORATION, d/b/a KORTE RECREATION CENTER ("KRC"), and RYAN POSS, Individually and as part of any legal entity ("Ryan Poss"), and enter this TENDER OF DEFENSE, INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE, and state:

WHEREAS, Ryan Poss is an independent legal entity operating independently of the City of Highland, Illinois and the KRC; and

WHEREAS, Ryan Poss desires to utilize a lap swimming lane at the KRC natatorium to offer competitive stroke instruction and competitive lap swimming practice; and

WHEREAS, Ryan Poss will pay \$30 for an hour and a half (90 minutes) to rent one lap-lane per day; and

WHEREAS, the lap-lane rental time shall be determined solely by the KRC and shall be rented to Ryan Poss during "non-peak time"; and

WHEREAS, KRC shall submit an invoice on a monthly basis and Ryan Poss shall remit payment to the KRC on a monthly basis, within thirty (30) days of receiving an invoice, for use of the aforementioned space at KRC; and

WHEREAS, Ryan Poss will pay monthly by check dropped off at the KRC front desk or via a delivery service; and

WHEREAS, KRC agrees to give two (2) business days' notice, or as much notice as reasonably possible, if the agreed upon space is required for activities conducted by KRC that would prohibit Ryan Poss from performing Ryan Poss' services as scheduled in order to allow Ryan Poss to reschedule when possible; and

WHEREAS, Parties agree the terms of this agreement may be revisited for amendment, and any and all revisions and/or amendments to this agreement must be disclosed, agreed, and executed by both parties; and

WHEREAS, this Agreement is made and entered into effective as of the date passed by Resolution and shall terminate one (1) year after it becomes effective; and

WHEREAS, this Agreement may automatically renew for additional one (1) year terms if not terminated by either Party; and

WHEREAS, KRC has the right, at it's sole discretion, to terminate this lease agreement at any time, with or without cause; and

WHEREAS, Ryan Poss agrees in no event will City of Highland, Illinois and/or KRC be liable for any special, direct, indirect, consequential, or incidental damages, or any damages whatsoever, whether in an action of contract, negligence, intentional tort, other tort, or any cause of action of any kind, in law or equity, arising out of or in connection with Ryan Poss' use of space at the KRC, or any activity of Ryan Poss of any kind; 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. This Agreement may not be assigned without the written approval of City.
- b. Person Defined. The word "Ryan Poss" as used herein shall include all individuals, partnerships, limited liability companies, corporations, any business entities of any kind, or any other entities whatsoever.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.

- e. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.

- f. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the City of Highland, Illinois, and/or KRC, shall be entitled to all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs resulting from any action, mediation, arbitration, proceeding, or litigation.

- g. Entire Agreement. This Agreement constitutes the entire agreement between the City of Highland, Illinois and KRC and Ryan Poss, 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 lawyers, 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 of Highland and/or KRC 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 Ryan Poss 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 Ryan Poss of the need to amend this Agreement to comply with the laws and regulations, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or

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

- j. Indemnity, Hold Harmless, and Tender of Defense. Ryan Poss shall indemnify and hold harmless the City of Highland, Illinois and/or KRC, 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 attorney's fees) which may arise directly or indirectly from Ryan Poss' affiliation with the City of Highland, Illinois and/or KRC. Ryan Poss understands and agrees that in no way does this Agreement create any liability of any kind for City of Highland, Illinois and/or KRC regarding Ryan Poss' affiliation with City of Highland, Illinois and/or KRC. Ryan Poss 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 with Ryan Poss' affiliation with City of Highland, Illinois and/or KRC. If any judgment shall be rendered against City of Highland, Illinois and/or KRC, its agents, officers, officials or employees in any such action, Ryan Poss shall, at its expense, satisfy and discharge the same.

- k. Termination of Agreement. City shall have the absolute and immediate right to terminate this Agreement with thirty (30) days' notice to Ryan Poss. City will refund any payment by Ryan Poss, on a pro-rata basis, as agreed upon pursuant to this contract, up to and including the day of termination if any money is owed. Ryan Poss agrees it has no property rights pursuant to this Agreement and no cause of action or remedy for termination of this Agreement.

- l. Acceptance of Contract. Ryan Poss 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 Ryan Poss 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. Ryan Poss agrees it will maintain insurance in such types, coverages and coverage amounts necessary to cover its performance under the terms of this Agreement. Ryan Poss shall secure and maintain the following liability insurance policies insuring Ryan Poss as named insured and naming the City of Highland, Illinois

and KRC, and its elected and appointed officers, officials, agents, lawyers, and employees as additional insureds on the policies listed in paragraphs 1 and 2 below:

- 1) Commercial general liability insurance:
 - A. One million dollars (\$1,000,000) for bodily injury or death to each person;
 - B. One million dollars (\$1,000,000) for property damage resulting from any one accident;
 - C. One million dollars (\$1,000,000) for all other types of liability;
- 2) Worker's compensation with statutory limits; and
- 3) Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee and per accident.

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

RYAN POSS:

By: _____

Date: _____

CITY OF HIGHLAND, ILLINOIS:

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

Chris Conrad
City Manager
City of Highland, Illinois

By: _____

Date: _____



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
11134	AMAZON CAPITAL SERVICES	2 QTY 100 COUNT ENERGIZER AA BATTERIES	12/16/2022	382.83
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	5.48
11196	Highland Optimist Club	10 QTY #902, 10 QTY #904, 8 QTY #934	12/16/2022	854.00
11198	Highland's Tru Buy	CENTRAL PURCHASING	12/16/2022	138.46
11288	TRIPACK, INC.	Central Purchasing Supplies	12/16/2022	1,041.15
Total for Department: 000 Balance Sheet Accounts				2,421.92
Department: 011 General Admin				
11110	Mastercard	THE GREENHOUSE OF HIGHLAND	12/06/2022	560.09
11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	35.94
11138	Aramark Uniform Services	RUG SERVICE	12/16/2022	68.31
11139	AssuredPartners Cornerstone LLC	OCTOBER FSA PLAN ADMINISTRATION/ DEBIT CARD FEE	12/16/2022	192.00
11143	BARNETT PEST SOLUTIONS	MONTHLY COMMERCIAL PEST CONTROL - CITY HALL	12/16/2022	40.00
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	293.81
11159	COMPUSITICH SCREEN PRINTING AND	CITY HALL EMPLOYEE SHIRTS REANNA,DAWN,LISA	12/16/2022	362.38
11165	DE LAGE LANDEN FINANCIAL SERVICES LLC	COPIER USAGE/LEASE - CITY HALL BACK OFFICE	12/16/2022	280.01
11178	FRONTIER	PHONE CHARGES - ALARM	12/16/2022	46.87
11194	Highland Area Christian Servic	JANUARY -NOVEMBER 2022 GOOD SAMARITAN	12/16/2022	4,142.70
11195	Highland Communication Services	HCS SERVICES - HACSM	12/16/2022	640.10
11214	SCOTT KUHN	8.75 OVAL JADE GLASS AWARD ENGRAVED	12/16/2022	56.63
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	6,166.10
11245	PRESTIGE BUSINESS EQUIPMENT, LLC	#10 ENVELOPES WITH RETURN & SHIPPING	12/16/2022	1,761.60
11282	The Kwik Konnection Printing Inc	11/09/22 & 11/16/22 LEGAL PUBLIC NOTICE PETITION FILING PERIOD	12/16/2022	192.00
11283	Third Millennium Assoc Inc	UTILITY BILL RENDERING	12/16/2022	197.04
11292	TYLER TECHNOLOGIES INC	PROJECT PLANNING SERVICES	12/16/2022	147,485.85
11306	Watts Copy Systems Inc	COPIER/LEASE USAGE - LANA'S COPIER	12/16/2022	24.09
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	172.54
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	3,513.10
Total for Department: 011 General Admin				166,231.16
Department: 012 Police Dept				
11134	AMAZON CAPITAL SERVICES	3 QTY SPIDERCASE FOR IPHONE 12 CASE	12/16/2022	31.17
11135	Ameren Illinois	Utilities	12/16/2022	732.14
11143	BARNETT PEST SOLUTIONS	PSB PEST CONTROL	12/16/2022	50.00
11150	BRICKHOUSE FLORIST	FLOWERS FOR FUNERAL FOR LEADBETTER FAMILY	12/16/2022	30.00
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	230.11
11159	COMPUSITICH SCREEN PRINTING AND	UNIFORMS SHIRTS - DAVE SEEFELDT	12/16/2022	88.76
11164	DATATRONICS INC	SERVICE CALL FOR CAR 5	12/16/2022	1,201.00
11166	DigitalArtz LLC	THANK YOU CARDS FOR POLICE DEPT	12/16/2022	272.64
11182	Galls, LLC	HEATGEAR SHIRTS 2	12/16/2022	324.28
11193	Heros In Style	PATCHES ON UNIFORMS - BRAD SUTTON	12/16/2022	52.50
11195	Highland Communication Services	PSB TV/PHONE/INTERNET	12/16/2022	669.95
11208	ITOUCH BIOMETRICS LLC	LIVESCAN MACHINE FOR PSB	12/16/2022	9,720.00
11218	Leon Uniform Company Inc	MCCOY UNIFORMS, 6 PANTS,	12/16/2022	868.36
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	4,755.21
11267	Splish Splash Auto Bath LLC	POLICE DEPT CAR WASHES	12/16/2022	177.50
11286	TRANSUNION RISK AND ALTERNATIVE	TLO FOR INVESTIGATIONS	12/16/2022	75.00
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC,DOCUSIGN,NOTIFY,RECREATION	12/16/2022	7,485.93
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	88.52
11306	Watts Copy Systems Inc	DET COPIER USAGE 11/3-12/2	12/16/2022	306.95
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	4,300.31
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	2,513.38
Total for Department: 012 Police Dept				33,973.71
Department: 013 Building & Zoning				
11110	Mastercard	HOME DEPOT - FRIDGE	12/06/2022	315.75
11143	BARNETT PEST SOLUTIONS	INSPECTION & TREATMENT	12/16/2022	14.00
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	82.01
11178	FRONTIER	COMMUNICATION CHARGE	12/16/2022	19.84
11195	Highland Communication Services	COMMUNICATION CHARGE	12/16/2022	249.75
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	2,037.95
11221	Craig Loyet	PLUMBING INFSCRIPTION	12/16/2022	300.00
11264	Timothy Singler	PLUMBING INSPECTION	12/16/2022	150.00
11272	SUMNER ONE, INC.	COLOR OVERAGES	12/16/2022	130.72
11282	The Kwik Konnection Printing Inc	PUBLIC NOTICE	12/16/2022	2,451.00
11292	TYLER TECHNOLOGIES INC	LICENSE FEES	12/16/2022	7,485.93
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	117.98
11312	Zobrist Electric Inc	Electrical Inspections	12/16/2022	1,177.10
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	46.00
Total for Department: 013 Building & Zoning				14,578.03
Department: 014 Fire Dept				
11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	26.98
11131	Albers Fire Prot. Equipment Inc.	1 QTY 5-# ABC RECHARGE FIRE EXTINGUISHER, VALVE BODY O-RING,	12/16/2022	111.75
11135	Ameren Illinois	GAS CHARGE - FIRE STATION 2	12/16/2022	437.21
11142	Banner Fire Equipment Inc	1 QTY SHADOW XF LEATHER BOOT WOMENS - HARGIS	12/16/2022	841.99
11149	Breathing Air Systems Div	SEMI-ANNUAL PREVENTATIVE MTN,AIR TEST KIT, FILTER, OIL	12/16/2022	593.06
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	31.57
11174	Everlasting Etch	1 QTY WHITE PRINTS BLACK DUET SIGNAGE 1/16 ACCOUNTABILTY TAGS	12/16/2022	15.00
11197	Highland Volunteer Fire Department	1 QTY M18 1/2 HTIW W/RING TOOL ONLY	12/16/2022	199.00
11200	HSBS Medical Group Inc	PHYSICAL, PRE- PLACEMENT - BRIAN BERBERICH	12/16/2022	85.00
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	311.31
11290	Truck Centers Inc	1 QTY CARTRIDGE AIR DRYER,COALESCING,PURGE VALVE KIT	12/16/2022	110.89
11292	TYLER TECHNOLOGIES INC	ESRI-MOBILE IN CAR MAPPING INTEGRATION MAINTENCE,FIRE CAD	12/16/2022	2,702.30

11295	ULINE SHIPPING SUPPLIES	6 QTY PLASTIC SEMINAR TABLE 72X18	12/16/2022	600.00
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	198.85
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	2,589.63
			Total for Department: 014 Fire Dept	8,854.54
Department: 017 Streets / PW Admin				
11135	Ameren Illinois	Utilities	12/16/2022	227.52
11140	Aviston Lumber Company	Nails	12/16/2022	48.05
11143	BARNETT PEST SOLUTIONS	Monthly Pest Control - Nov. 2022	12/16/2022	30.00
11145	BEST ONE TIRE & SERVICE OF CLINTON COUNTY	Backhoe - Titanid Lug, Tu, Farm Dismt/Mt Out, Service Call, Fuel	12/16/2022	793.73
11151	Broadway Battery & Tire	Labor to Patch Right Rear outer Tire.- Int. Dump Truck	12/16/2022	39.00
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	34.80
11160	Cooperative Response Center, Inc	BASE FEE NOV CRC AGENT,CRC AGENT DIAL OUT,CRC LINK USER	12/16/2022	80.74
11167	DEREK DONOHO	2004 Elgin Pelican P Sweeper - Used	12/16/2022	21,500.00
11168	Dr. Wood Treos & Landscape	Sector 4 tree work & Work Orders	12/16/2022	6,000.00
11170	Electrico Inc	C10152- IL 160 & Troxler Ave	12/16/2022	2,181.25
11195	Highland Communication Services	Communication Services	12/16/2022	28.00
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	4,070.53
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	522.55
11220	London Shoe Shop	SAFETY BOOTS - NICK WINKLER	12/16/2022	200.00
11222	McKay Auto Parts Inc	2yr WTY BAT	12/16/2022	461.95
11231	Northtown Auto & Tractor	Oil Dry, Hdraulic Hoses & Fittings	12/16/2022	377.22
11232	Nu Way Concrete Forms Troy LLC	Form Runner Sleeve	12/16/2022	415.86
11234	O'Reilly Automotive Inc	1 QTY AIR FILTER	12/16/2022	905.85
11248	Red E Mix LLC	88PCCEP19-PP-1. 45 CY, \$138 p/y, W/inter Service, Super-P	12/16/2022	9,387.00
11257	JARED SCHROEDER	REIMBURSEMENT WORK JEANS FROM WAL-MART	12/16/2022	27.07
11266	Spatial Connections Inc	Custom WebMap Subscription Services - Oct. 2022	12/16/2022	65.00
11269	Steinmann Service	STREET & ALLEY ICE MACHINE REPAIR	12/16/2022	281.17
11280	Terminal Supply Co	Parts - Supplies	12/16/2022	703.03
11290	Truck Centers Inc	Air Horn-Hadley, Rnd. 14In, Blac	12/16/2022	58.14
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC,DOCUSIGN,NOTIFY,RECREATION	12/16/2022	7,483.93
11307	WELLS FARGO VENDOR FIN SERV	Ricoh Copier IM C3500	12/16/2022	203.90
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	335.86
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	1,200.50
			Total for Department: 017 Streets / PW Admin	57,664.65
			Total for Fund:001 General Fund	283,724.01
Fund: 007 Community Development Fund				
Department: 007 Community Development				
11137	APEX PHYSICAL THERAPY	JOB INCENTIVE PROGRAM	12/16/2022	66,750.00
11189	RICK D GRUENENFELDER	SANTA SERVICES	12/16/2022	750.00
11199	HO HO HARMONY LLC	SANTA SERVICES	12/16/2022	225.00
11204	IllinoiSouth Tourism	1/2 PAGE AD IN 2022 HOLIDAY TOURISM TIMES	12/16/2022	750.00
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	1,959.56
11223	Mettler Development LLC	SINGLE-FAMILY HOME INCENTIVE PAYMENT	12/16/2022	4,000.00
			Total for Department: 007 Community Development	74,434.56
			Total for Fund:007 Community Development Fund	74,434.56
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
11156	Christ Bros Inc	Cold Patch- LEB- 4 23 ton - \$110 p/t	12/16/2022	900.42
			Total for Department: 008 Motor Fuel Tax	900.42
			Total for Fund:008 Motor Fuel Tax Fund	900.42
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	31.17
11135	Ameren Illinois	KRC Gas bill	12/16/2022	1,209.16
11144	Carolyn Beer	Refund for Chance Card	12/16/2022	22.50
11152	BUILDINGSTARS INC	KRC monthly cleaning bill	12/16/2022	2,663.00
11153	Capri Pools & Aquatics	Chemicals for the pool	12/16/2022	1,638.00
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	1,163.83
11178	FRONTIER	KRC phone bill	12/16/2022	162.83
11205	IN THE SWIM	pool chemicals	12/16/2022	12.99
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	182.89
11241	Pepsi	KRC concessions supplies	12/16/2022	670.92
11247	Quench USA, Inc	Water bottle refill station payment	12/16/2022	55.00
11270	Pat Stern	Refund from membership	12/16/2022	47.19
11271	Scott A Stieb	Work shirts for KRC staff	12/16/2022	1,359.00
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC,DOCUSIGN,NOTIFY,RECREATION	12/16/2022	2,762.50
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	464.76
11309	William F. Brockman Co	Tootsie rolls for party bags	12/16/2022	179.80
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	1,538.45
			Total for Department: 009 Korte Rec Center	14,163.99
Department: 016 Parks & Recreation				
11111	Mastercard	PET WPET WASTE CO	12/06/2022	75.33
11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	82.14
11132	Greg Allen	Muni Band Holiday Concert	12/16/2022	100.00
11133	Sandra Allen	Muni Band Holiday Concert	12/16/2022	265.00
11134	AMAZON CAPITAL SERVICES	1 QTY AT-A GLANCE 2023 DESK CALENDAR DESK PAD	12/16/2022	40.99
11135	Ameren Illinois	Brad's shed gas	12/16/2022	118.00
11140	Aviston Lumber Company	Shelving boards for S/L Park	12/16/2022	177.70
11141	Tom Baker	Muni Band Holiday Concert	12/16/2022	75.00
11143	BARNETT PEST SOLUTIONS	Monthly pest control	12/16/2022	25.00
11147	William Bojanowski	Muni Band Holiday Concert	12/16/2022	75.00
11148	Ethan Boulanger	Muni Band Holiday Concert	12/16/2022	75.00
11151	Broadway Battery & Tire	Work on 2016 F250	12/16/2022	1,153.07
11154	Joshua Case	Muni Band Holiday Concert	12/16/2022	140.00
11155	Ruth Chaput	Muni Band Holiday Concert	12/16/2022	75.00
11157	City Of Highland	QB club building utilities	12/16/2022	80.69
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	449.73
11163	KELLY DAMANN	Muni Band Holiday Concert	12/16/2022	75.00
11173	Essenpreis Plumbing & Htg	Winterized Spindler Park bathrooms	12/16/2022	755.00

11175	Buddy Ferguson	Muni Band Holiday Concert	12/16/2022	90.00
11177	Dennis Franke	Muni Band Holiday Concert	12/16/2022	75.00
11178	FRONTIER	Giik park phone bill	12/16/2022	46.87
11181	Constance L. Galbraith	Muni Band Holiday Concert	12/16/2022	75.00
11183	Gametime	Playground equipment-Hoffman. MEPRD Grant to reimburse	12/16/2022	157,297.72
11184	MIA GONZALEZ	Muni Band Holiday Concert	12/16/2022	75.00
11188	DELANEY GRIMES	Muni Band Holiday Concert	12/16/2022	140.00
11195	Highland Communication Services	Brad's shed wifi	12/16/2022	336.39
11198	Highland's Tru Buy	SENIOR DAY 11/09/2022	12/16/2022	91.81
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	211.28
11210	Heather Kastelein	Muni Band Holiday Concert	12/16/2022	90.00
11211	Jamie Keys	Muni Band Holiday Concert	12/16/2022	75.00
11212	TREVOR KORTE	Muni Band Holiday Concert	12/16/2022	90.00
11213	THOMAS KRAUSZ	Muni Band Holiday Concert	12/16/2022	75.00
11215	GLENDA KURTZ	Muni Band Holiday Concert	12/16/2022	75.00
11216	Joey Kurtz	Muni Band Holiday Concert	12/16/2022	75.00
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	391.91
11225	Christian Misner	PB and J entertainer	12/16/2022	60.00
11227	Keith Mitchell	Muni Band Holiday Concert	12/16/2022	75.00
11229	Munie Outdoor Service Inc	Irrigation shut down in the Garden club area	12/16/2022	540.00
11231	Northtown Auto & Tractor	Dumptruck lightbulbs	12/16/2022	10.84
11232	Nu Way Concrete Forms Troy LLC	CREDIT FOR INVOICE 2099996	12/16/2022	395.75
11233	ELIZABETH O'DELL	Muni Band Holiday Concert	12/16/2022	75.00
11235	JAY OTIS	Muni Band Holiday Concert	12/16/2022	140.00
11238	Amy Page	Muni Band Holiday Concert	12/16/2022	75.00
11239	Matthew Pellock	Muni Band Holiday Concert	12/16/2022	75.00
11240	Steve Pellock	Muni Band Holiday Concert	12/16/2022	75.00
11242	PLAYPOWER LT FARMINGTON	Tot lot equipment	12/16/2022	7,292.47
11243	ELIZABETH PORTERFIELD	Muni Band Holiday Concert	12/16/2022	75.00
11248	Red F Mix LLC	Concrete Supplies for the square	12/16/2022	481.25
11250	Marcia Rowe	Refund for Yah Airforce band trip	12/16/2022	50.00
11251	NAOMI SAATHOFF	Muni Band Holiday Concert	12/16/2022	75.00
11254	GARRETT SCHLARMANN	Muni Band Holiday Concert	12/16/2022	75.00
11255	GAVIN SCHLARMANN	Muni Band Holiday Concert	12/16/2022	75.00
11256	Jan Schlechte	Refund for Garden Glow trip	12/16/2022	68.00
11260	NOAH SIEGFRIED	Muni Band Holiday Concert	12/16/2022	75.00
11262	Kyle Simpson	Muni Band Holiday Concert	12/16/2022	90.00
11272	SUMNER ONE, INC.	WCC printer monthly bill	12/16/2022	56.00
11274	Madisyn Swift	Muni Band Holiday Concert	12/16/2022	90.00
11275	Switzer Food and Supplies	CONCESSIONS SUPPLIES FOR WCC	12/16/2022	337.93
11276	Cheryl Taylor	Refund for Garden Glow trip	12/16/2022	78.00
11282	The Kwik Konnection Printing Inc	Goobic Hobbie ad and Merry Fitness ad	12/16/2022	528.00
11284	Ryan Thomason	Muni Band Holiday Concert	12/16/2022	140.00
11287	CHRIS TRIMBLE	Muni Band Holiday Concert	12/16/2022	75.00
11289	MADISON TROMBLEY	Muni Band Holiday Concert	12/16/2022	75.00
11290	Truck Centers Inc	RETURNED 4 QTY CONNECTOR, INJ FUEL SUPPLY	12/16/2022	122.74
11292	TYLER TECHNOLOGIES INC	LICENSE FEES	12/16/2022	10,248.42
11294	Christopher Uhe	Muni Band Holiday Concert	12/16/2022	75.00
11296	Village Locksmith	Work on WCC door and keys	12/16/2022	460.60
11298	CAREN VITTITOE	Muni Band Holiday Concert	12/16/2022	75.00
11299	DAVID VITTITOE	Muni Band Holiday Concert	12/16/2022	75.00
11301	Sandra D Wakefield	Muni Band Holiday Concert	12/16/2022	90.00
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	866.24
11303	Warning Lites of Southern IL, LLC	safety glasses	12/16/2022	214.80
11304	Rodney Washburn	Muni Band Holiday Concert	12/16/2022	365.00
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	2,603.20
11310	ROBERT WILSON	Muni Band Holiday Concert	12/16/2022	90.00
11311	JEANINE ZITTA	Muni Band Holiday Concert	12/16/2022	75.00
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	1,718.81
Total for Department: 016 Parks & Recreation				191,486.68

Department: 503 Swimming Pool Fund

11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	432.50
Total for Department: 503 Swimming Pool Fund				432.50

Department: 715 Cemetery Fund

11168	Dr. Wood Trees & Landscape	Removing dead trees at the cemetery	12/16/2022	1,375.00
11230	Munie Trucking & Gravel Co	top soil	12/16/2022	243.75
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	69.00
11303	Warning Lites of Southern IL, LLC	Plastic type Barricades	12/16/2022	214.80
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	48.25
Total for Department: 715 Cemetery Fund				1,950.80

Total for Fund:009 Parks & Rec Fund 208,033.97

Fund: 012 Business District A

Department: 012 Police Dept

11228	Moran Economic Development LLC	BUSINESS DIST A PUBLIC HEARING, NOV PRINTING,MILEAGE	12/16/2022	5,049.50
Total for Department: 012 Police Dept				5,049.50
Total for Fund:012 Business District A				5,049.50

Fund: 053 2010 Street Bond and Interest

Department: 053

11281	The Bank of New York Mellon	HIGHLAND IL GO ALT REV SRCE SR 2010 - PRINCIPAL PAYMENT	12/16/2022	535,000.00
Total for Department: 053				535,000.00
Total for Fund:053 2010 Street Bond and Interest				535,000.00

Fund: 101 Electric Fund

Department: 000 Balance Sheet Accounts

11115	MATTHEW AND SHELBY MCCANDREW JAMES	Refund Check 022705-000	12/07/2022	19.17
11117	JAMIE MACLIN	Refund Check 021085-000	12/07/2022	2.52
11118	JACOB MELLENTIN	Refund Check 022647-000	12/07/2022	1.62
11119	KARIE L & RICHARD SCHUCK	Refund Check 008219-004	12/07/2022	14.40
11120	ROBERT TWEED	Refund Check 022570-000	12/07/2022	22.61

Department: 101 Electric Admin

ACH PAID	IL Dept Of Revenue	NOVEMBER UTILITY TAX	12/05/2022	24,477.97
11110	Mastercard	STAYBRIDGE SUITES - DAN IMEA & IMUA BOARD MEETINGS	12/06/2022	155.34
11138	Aramark Uniform Services	RUG SERVICE	12/16/2022	267.04
11143	BARNETT PEST SOLUTIONS	INSPECTION & TREATMENT	12/16/2022	14.00
11146	BHMG Engineers Inc	PROFESSIONAL SERVICES	12/16/2022	1,962.73
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	606.12
11160	Cooperative Response Center, Inc	BASE FEE NOV.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER	12/16/2022	1,130.15
11178	FRONTIER	COMMUNICATION CHARGE	12/16/2022	19.85
11195	Highland Communication Services	COMMUNICATION CHARGE	12/16/2022	83.00
11217	Langhauser Sheet Metal Co	LABOR & SERVICE ON AC UNITS	12/16/2022	130.00
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	391.91
11237	PAETEC	COMMUNICATION CHARGE	12/16/2022	0.10
11268	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE NOVEMBER	12/16/2022	1,452.50
11272	SUMNER ONE, INC	COLOR OVERAGES	12/16/2022	112.48
11283	Third Millennium Assoc Inc	UTILITY BILL RENDERING	12/16/2022	886.67
11292	TYLER TECHNOLOGIES INC	LICENSE FEES	12/16/2022	7,485.93
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	120.80
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	499.11
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	27,101.08

Total for Department: 101 Electric Admin

66,896.78

Department: 102 Electric Production

11110	Mastercard	GRS APPRAISAL & AUCTION	12/06/2022	369.05
11138	Aramark Uniform Services	NOVEMBER UNIFORM AND RUG SERVICE	12/16/2022	362.45
11143	BARNETT PEST SOLUTIONS	INSPECTION & TREATMENT	12/16/2022	50.00
11151	Broadway Battery & Tire	CLEAN RIM	12/16/2022	34.50
11195	Highland Communication Services	COMMUNICATION CHARGE	12/16/2022	3.00
11201	Huels Oil Co	DHS-PREM-OFF- ROAD DIESEL	12/16/2022	35,228.19
11231	Northtown Auto & Tractor	OIL FILTER & AIR FILTER	12/16/2022	6.79
11249	RILEIGHS OUTDOOR LLC	A-063 18" Flocked Bow	12/16/2022	1,032.50
11273	Sunbelt Rentals Inc	FOR XMAS BUILDINGS	12/16/2022	106.06
11291	TURF GATOR LLC	LAWN MAINTANCE AT ROUND ABOUTS	12/16/2022	102.00
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC.DOCUSIGN,NOTIFY,RECREATION	12/16/2022	7,485.93
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	741.09

Total for Department: 102 Electric Production

45,521.56

Department: 104 Electric Distribution

11110	Mastercard	HOFFMAN BOOTS - DAVID GROSSMANN BOOTS	12/06/2022	2,048.27
11134	AMAZON CAPITAL SERVICES	6 QTY LEDMO 3 OK LED PARKING LOT LIGHTS 200W	12/16/2022	16,704.53
11136	ANIXTER, INC	TR#1 Splice Sleeve Tension #6- #6	12/16/2022	1,113.60
11145	BEST ONE TIRE & SERVICE OF CLINTON COUNTY	TRUCK 50 TIRES	12/16/2022	2,575.55
11146	BHMG Engineers Inc	PROFESSIONAL SERVICES	12/16/2022	1,575.00
11176	Fletcher Reinhardt Company	GC-5020 1/0 AWG Bronze Grounding Connector	12/16/2022	1,584.36
11180	FROST ELECTRIC SUPPLY COMPANYY	Aerovoe 201 Red Marking Paint	12/16/2022	1,643.38
11186	Graybar	INS-15-PF-1 Vise Type Pin Insulator	12/16/2022	509.04
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	1,322.86
11209	JANSEN CHEVROLET	TRUCK 44 INSPECTION	12/16/2022	82.00
11234	O'Reilly Automotive Inc	1 QTY OIL FILTER, 5 QTY 1 GAL. MOTOR OIL	12/16/2022	293.64
11244	Power Line Supply	4531R Chainsaw Holder (Round Boom)	12/16/2022	635.25
11249	RILEIGHS OUTDOOR LLC	A-093 18" Flocked Bow	12/16/2022	395.00
11253	Barkley Schlaefer	VEH 1FVACDXTXGHGV1812 ECM CALIBRATION	12/16/2022	253.50
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC.DOCUSIGN,NOTIFY,RECREATION	12/16/2022	7,485.93
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	27.71

Total for Department: 104 Electric Distribution

38,249.62

Total for Fund:101 Electric Fund

150,728.28

Fund: 111 FTTP Fund

Department: 111

ACH PAID	ILLINOIS DEPT OF REVENUE	NOVEMBER RT-10 TELECOMMUNICATIONS INFRASTRUCTURE MTN FEE	12/05/2022	3,022.95
ACH PAID	RELIAFUND	HCS - ACH PROCESSING FEE FOR NOVEMBER 2022	12/15/2022	161.12
11129	4COM Inc	DECEMBER 2022 PROGRAMMING	12/16/2022	10,007.52
11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	5.59
11134	AMAZON CAPITAL SERVICES	1 QTY 4 PK TZ TAPE 12. LAMINATE CLEAR	12/16/2022	601.73
11135	Ameren Illinois	GAS CHARGE - HCS	12/16/2022	61.18
11138	Aramark Uniform Services	RUG SERVICE	12/16/2022	129.22
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	42.49
11160	Cooperative Response Center, Inc	BASE FEE NOV.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER	12/16/2022	242.18
11169	Drive Social Media	SOCIAL MEDIA MONTHLY SERVICE	12/16/2022	2,000.00
11179	FRONTIER COMMUNICATIONS	IL ANNUAL POLE RENTAL ATTACHMENT BILLING FOR 2022 - 195 POLES	12/16/2022	343.20
11185	GRAY MEDIA GROUP LLC	NOVEMBER SUBSCRIBERS - KMOV-D3	12/16/2022	9,989.28
11187	GREAT LAKES DATA SYSTEMS	MOBI INTERFACE SOFTWARE	12/16/2022	3,653.24
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	114.85
11202	iconectv, LLC	TRUE-UP DETAILS FOR PROJECTED VS ACTUAL 07/01/22-06/30/23	12/16/2022	476.41
11203	ILLINOIS TELECOMMUNICATIONS ACCESS CORP.	LOCAL EXCHANGE CARRIER & INTERCONNECTED VOIP-& WIRELESS	12/16/2022	15.22
11207	INTEGRA OPTICS INC	QSFP28, 850NM,SE4 MMF 100M 100G DDM JUNIPER JNP-QSFP-100G-SR4	12/16/2022	638.82
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	130.64
11226	Missouri Network Alliance LLC	DATA CONTENT FEE	12/16/2022	18,181.52
11259	Showtime Networks Inc	NOVEMBER VIDEO CONTENT FEE	12/16/2022	294.21
11263	SINCLAIR TELEVISION GROUP, INC.	NOVEMBER SUBSCRIBER COUNTS	12/16/2022	4,181.28
11265	SNI / SI Networks LLC Inc	OCTOBER VIDEO CONTENT FEE	12/16/2022	171.15
11277	Tech Electronics Inc	BAD EOL RESISTOR & RELEASE CIRCUIT. REPLACED 2.2K	12/16/2022	215.00
11278	TEGNA	NOVEMBER VIDEO CONTENT FEE	12/16/2022	6,104.56
11282	The Kwik Konnection Printing Inc	2 COL X 6' AD W/COLOR (WHEN THEY GO HIGH WE GO LOW)	12/16/2022	144.00
11285	TIVO PLATFORM TECHNOLOGIES LLC	NC PT MOBI--890.50 ACCTS,144 NDVR ADDTL USAGE, 474 STREAMS ADTT	12/16/2022	7,839.63
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC.DOCUSIGN,NOTIFY,RECREATION	12/16/2022	7,485.93
11300	VIVICAST MEDIA, LLC	VIDEO CONTENT FEE- DECEMBER	12/16/2022	52,343.23
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	63.68
11306	Watts Copy Systems Inc	COPIER/LEASE USAGE - LANA'S COPIER	12/16/2022	24.09
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	130.29
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	12,280.42

Total for Department: 111

141,094.63

Total for Fund: 111 FTTP Fund

141,094.63

Fund: 201 Water Fund

Department: 000 Balance Sheet Accounts

11115	MATTHEW AND SHELBY MCCANDREW JAMES	Refund Check 022705-000	12/07/2022	14.98
11116	SHAUN LUGGE	Refund Check 022241-000	12/07/2022	23.26
11117	JAMIE MACLIN	Refund Check 021085-000	12/07/2022	0.62
11118	JACOB MELLENTHIN	Refund Check 022647-000	12/07/2022	0.63
11119	KARIE L & RICHARD SCHUCK	Refund Check 008219-004	12/07/2022	3.25
11120	ROBERT TWEED	Refund Check 022570-000	12/07/2022	4.08
Total for Department: 000 Balance Sheet Accounts				46.82

Department: 201 Water Admin

11135	Ameren Illinois	Utilities	12/16/2022	178.16
11160	Cooperative Response Center, Inc	BASE FEE NOV.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER	12/16/2022	80.72
11266	Spatial Connections Inc	Custom WebMap Subscription Services - Nov. 2022	12/16/2022	65.00
11268	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE NOVEMBER	12/16/2022	581.00
11283	Third Millennium Assoc Inc	UTILITY BILL RENDERING	12/16/2022	295.56
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	10,081.00
Total for Department: 201 Water Admin				11,281.44

Department: 202 Water Production

11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	233.94
11134	AMAZON CAPITAL SERVICES	2 QTY ORIGINAL HP 67XL BLACK INK CARTRIDGE	12/16/2022	97.96
11140	Aviston Lumber Company	CREDIT FOR INVOICE 281793	12/16/2022	-33.98
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	253.42
11161	Corsair Controls Inc	Chemical Pump Install. Service Call, Labor	12/16/2022	960.00
11162	Curry & Associates Engineers Inc	Reconstruction of Old Highland - City Lake Spillway	12/16/2022	1,543.91
11172	Energy Wise	Check Hanging Heaters, Labor	12/16/2022	184.00
11190	HACH COMPANY	Maintenance Contract for equipment	12/16/2022	9,861.00
11191	Hawkins Inc	Chlorine	12/16/2022	4,264.00
11192	Tony Hempen	SWCWPOA TRAINING	12/16/2022	15.00
11195	Highland Communication Services	Communication Services	12/16/2022	119.66
11201	Huels Oil Co	DHS-PREM-OFF- ROAD DIESEL	12/16/2022	258.16
11231	Northtown Auto & Tractor	Belts	12/16/2022	76.56
11236	Pace Analytical Services Inc	Lead & Copper Rule Package,	12/16/2022	2,087.58
11252	DANIELLE SCHAAKE	SWCWPOA TRAINING	12/16/2022	15.00
11292	TYLER TECHNOLOGIES INC	LICENSE FEES	12/16/2022	7,485.93
11305	Water Solutions Unlimited	Ammon. Sulf., Sod. Hydox.	12/16/2022	10,681.44
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	43.31
Total for Department: 202 Water Production				38,146.89

Department: 203 Water Distribution

11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	245.33
11134	AMAZON CAPITAL SERVICES	2 QTY HP 67 TRI COLOR INK CARTRIDGE, HP 67 BLACK INK CARTRIDGE	12/16/2022	47.99
11140	Aviston Lumber Company	Fluorescent Bulb	12/16/2022	85.35
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	22.47
11195	Highland Communication Services	Communication Services	12/16/2022	2.00
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	433.88
11222	McKay Auto Parts Inc	Oil & Fuel Filters	12/16/2022	48.46
11224	Midwest Municipal Supply Inc	10" Macro CPLG	12/16/2022	1,314.28
11231	Northtown Auto & Tractor	Val Non Detergent	12/16/2022	8.99
11258	Schulte Supply Inc	4"x20" Repair Clamp	12/16/2022	371.12
11279	Teclab Inc	Coliform, Total Membrane Filter & 2 weekend charges	12/16/2022	740.50
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC.DOCUSIGN,NOTIFY,RECREATION	12/16/2022	7,485.93
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	615.12
Total for Department: 203 Water Distribution				11,421.42
Total for Fund:201 Water Fund				60,896.57

Fund: 301 Sewer Fund

Department: 000 Balance Sheet Accounts

11115	MATTHEW AND SHELBY MCCANDREW JAMES	Refund Check 022705-000	12/07/2022	15.50
11116	SHAUN LUGGE	Refund Check 022241-000	12/07/2022	8.61
11117	JAMIE MACLIN	Refund Check 021085-000	12/07/2022	0.64
11118	JACOB MELLENTHIN	Refund Check 022647-000	12/07/2022	0.64
11119	KARIE L & RICHARD SCHUCK	Refund Check 008219-004	12/07/2022	3.25
11120	ROBERT TWEED	Refund Check 022570-000	12/07/2022	4.18
Total for Department: 000 Balance Sheet Accounts				32.82

Department: 301 Sewer Admin

11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	119.13
11160	Cooperative Response Center, Inc	BASE FEE NOV.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER	12/16/2022	80.72
11195	Highland Communication Services	Communication Services	12/16/2022	225.00
11266	Spatial Connections Inc	Custom WebMap Subscription Services - Dec. 2022	12/16/2022	65.00
11268	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE NOVEMBER	12/16/2022	581.00
11283	Third Millennium Assoc Inc	UTILITY BILL RENDERING	12/16/2022	295.55
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	8,814.75
Total for Department: 301 Sewer Admin				10,181.15

Department: 303 Sewer Collection

11130	Ace Hardware	ACE OPERATING SUPPLIES	12/16/2022	245.33
11134	AMAZON CAPITAL SERVICES	2 QTY HP 67 TRI COLOR INK CARTRIDGE, HP 67 BLACK INK CARTRIDGE	12/16/2022	47.99
11140	Aviston Lumber Company	Fluorescent Bulb	12/16/2022	85.35
11195	Highland Communication Services	Communication Services	12/16/2022	2.00
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	433.87
11206	Insituform Technologies USA,LLC	City of Highland - Trunk Sewer Rehabilitation	12/16/2022	110,114.00
11222	McKay Auto Parts Inc	Oil & Fuel Filters	12/16/2022	48.47
11231	Northtown Auto & Tractor	Val Non Detergent	12/16/2022	8.99
11292	TYLER TECHNOLOGIES INC	ACFR STATEMENT BUILDER,MY CIVIC.DOCUSIGN,NOTIFY,RECREATION	12/16/2022	7,485.93
11297	VISU-SEWER OF MISSOURI LLC	CIPP SEWER LINING 2022-PW-02-22	12/16/2022	13,722.08
Total for Department: 303 Sewer Collection				132,194.01

Department: 304 Water Reclamation Facility

11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	46.43
11195	Highland Communication Services	Communication Services	12/16/2022	149.99

11201	Huels Oil Co	DHS-PREM-OFF- ROAD DIESEL	12/16/2022	991.27
11231	Northtown Auto & Tractor	Multi Use Hose, Heater Hose	12/16/2022	9.97
11236	Pace Analytical Services Inc	WET TEST - # 60416518	12/16/2022	895.95
11258	Schulte Supply Inc	Rainwear Jacket & Pants	12/16/2022	126.30
11261	Sievers Equipment Co	Labor & Shop Parts - to repair the S&A Case Tractor they used	12/16/2022	1,209.28
11279	Teklab Inc	HWRF Monthly Sampling - Nitrogen, Aqueous.Total Kjeldahl, Nit.,	12/16/2022	62.10
11292	TYLER TECHNOLOGIES INC	LICENSE FEES	12/16/2022	7,485.93
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	11.60
11308	WEX BANK	NOVEMBER FUEL	12/16/2022	52.85

Total for Department: 304 Water Reclamation 11,041.67

Total for Fund:301 Sewer Fund 153,449.65

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

11110	Mastercard	ANDERSON EDUCATION MARYVILLE IL	12/06/2022	65.00
11134	AMAZON CAPITAL SERVICES	2 QTY VOODOO TACTICAL TOURNIQUET POUCH W/MEDICAL SHEARS	12/16/2022	26.89
11135	Ameren Illinois	Utilities	12/16/2022	282.46
11143	BARNETT PEST SOLUTIONS	MONTHLY COMMERCIAL PEST CONTROL - FIRE/EMS	12/16/2022	50.00
11158	City Of Highland	NOVEMBER CENTRAL PURCHASING	12/16/2022	63.66
11171	EMSTAR	1 QTY CABLE, GAS SPRING RELEASE	12/16/2022	160.74
11195	Highland Communication Services	HCS SERVICES - COH EMS	12/16/2022	281.55
11201	Huels Oil Co	NOVEMBER DIESEL FUEL	12/16/2022	3,570.60
11219	LEWIS BRISBOIS BISGAARD & SMITH LLP	NOVEMBER 2022 MONTHLY RETAINER INVOICE	12/16/2022	261.28
11246	QUADMED, INC	25 QTY VENTFLO AD ETCO2/02 ORAL CANNULA,20 QTY NEO/AD DISP	12/16/2022	492.75
11293	U.S. BANK EQUIPMENT FINANCE	COPIER/LEASE USAGE	12/16/2022	274.09
11302	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	12/16/2022	138.45
11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	532.50

Total for Department: 401 Ambulance Fund 6,199.97

Total for Fund:401 Ambulance Fund 6,199.97

Fund: 706 Liability Insurance

Department: 706 Liability Insurance

11313	ILLINOIS MUNICIPAL LEAGUE RMA	2023 ANNUAL CONTRIBUTION INVOICE- 1ST INSTALLMENT PAYMENT	12/16/2022	77,986.23
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Total for Department: 706 Liability Insurance 77,986.23

Total for Fund:706 Liability Insurance 77,986.23

Fund: 713 Solid Waste Fund

Department: 000 Balance Sheet Accounts

11115	MATTHEW AND SHELBY MCCANDREW JAMES	Refund Check 022705-000	12/07/2022	11.25
11117	JAMIE MACLIN	Refund Check 021085-000	12/07/2022	1.10
11118	JACOB MELLENTIN	Refund Check 022647-000	12/07/2022	0.70

Total for Department: 000 Balance Sheet Accounts 13.05

Department: 713 Solid Waste Fund

11268	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE NOVEMBER	12/16/2022	290.50
11283	Third Millennium Assoc Inc	UTILITY BILL RENDERING	12/16/2022	295.55

Total for Department: 713 Solid Waste Fund 586.05

Total for Fund:713 Solid Waste Fund 599.10

Fund: 802 Payroll Fund

Department: 000 Balance Sheet Accounts

11112	Kevin Frey	REIMBURSEMENT FOR IMRF PENSION DECEMBER 2022	12/07/2022	896.38
11113	Marvin Frey	REIMBURSEMENT FOR IMRF PENSION DECEMBER 2022	12/07/2022	541.31
11114	Russ Parker	REIMBURSEMENT FOR IMRF PENSION DECEMBER 2022	12/07/2022	690.80

Total for Department: 000 Balance Sheet Accounts 2,128.49

Total for Fund:802 Payroll Fund 2,128.49

Grand Total 1,700,225.38

Accepted by City Council December 19, 2022

Mayor: _____ Clerk: _____