

**AGENDA  
REGULAR SESSION  
HIGHLAND AREA SENIOR CENTER  
187 WOODCREST DRIVE  
MONDAY, MAY 15, 2023  
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:**

- A. **MOTION** – Approve Minutes of May 1, 2023 Special Session (attached)
- B. **MOTION** – Approve Minutes of May 1, 2023 Regular Session (attached)

**PUBLIC FORUM:**

- A. Citizens' Requests and Comments:
  - 1. Finding Nemo Meet & Greet – Square Use Request – Hard Road Theatre Productions, Aimee Goodwin, Representative (attached)

<p><b>Anyone wishing to address the Council on any subject may do so at this time. Please come forward to the microphone.</b></p>
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- B. Requests of Council:
- C. Staff Reports:
  - 1. Discussion on Purchasing Policy

**NEW BUSINESS:**

- A. **MOTION** – Approve Mayor's Reappointment of George E. Jones to the Board of Police and Fire Commissioners (attached)
- B. **MOTION** – Approve Mayor's Appointment of Thomas D. Friedrich to the Tree Commission (attached)
- C. **MOTION** – Approve Mayor's Reappointment of Jill Lawson to the Telecommunications Advisory Commission (attached)
- D. **MOTION** – Approve Mayor's Reappointment of Jeffrey Hebrank to the Liquor Control Commission (attached)
- E. **MOTION** – Approve Transfer of Grave in City Cemetery from Feuquay and Peregrin to Feuquay as Sole Owner (attached)
- F. **MOTION** – Bill #23-46/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Highland Jaycees – 2023 Schweizerfest (attached)

**Continued**

- G. **MOTION** – Bill #23-47/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Highland Historical Society– Homestead Harvest Days (attached)
- H. **MOTION** – Bill #23-48/ORDINANCE Authorizing the Sale of City-Owned Surplus Real Estate, Specifically 1808 Olive Street, to WGO Investments, LLC (attached)
- I. **MOTION** – Bill #23-49/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing its Sale and/or Disposal, Specifically one 1998 Pierce Fire Engine (attached)
- J. **MOTION** – Bill #23-50/RESOLUTION Waiving Normal & Customary Bidding Procedures and Authorizing the Purchase of One 2023 Toyne Fire Engine from Dinges Fire Company for \$575,165.92 (attached)
- K. **MOTION** – Bill #23-51/RESOLUTION Waiving Normal & Customary Bidding Procedures and Authorizing the Purchase of a New Systems Control and Data Acquisition (SCADA) System from VIPower Services, LLC (attached)
- L. **MOTION** – Bill #23-52/ORDINANCE Amending City Code, Chapter 2 – Administration, Article IV. – Department of Public Safety, Division 2. Emergency Medical Services and Fire Department Divisions of the Fire Department (attached)
- M. **MOTION** – Bill #23-53/RESOLUTION Approving a Collective Bargaining Agreement with the International Association of Firefighters (I.A.F.F.), Local #3672 (attached)

**REPORTS:**

- A. **MOTION** – Accepting Expenditures Report #1242 for April 29 , 2023 through May 12, 2023 (attached)

**EXECUTIVE SESSION:**

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

**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, May 15, 2023.

**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](mailto:lhediger@highlandil.gov) or, by using the citizens' portal on the city's website found here: [https://www.highlandil.gov/citizen\\_request\\_center\\_app/index.php](https://www.highlandil.gov/citizen_request_center_app/index.php).

Any comments received prior to 3:00 PM on the day of the meeting, will be read into the record.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Finding Nemo Meet & Greet (Hard Rd)

Type/Purpose of Event:  Festival  Race  Other Fundraiser  Service  Parade  
 Demonstration  Other (please specify): lions, tropical snow, choc. affair, library &

Location of Event: Square lots of singing.

Sponsoring Organization/Individual: Hard Rd Aimee Goodwin

Event Responsible Party: Aimee Goodwin  
Address: 375 Lynick loop Pocahontas, mt  
Phone(s): 618-654-8759  
Email: a.goodwin@highlandcusts.org

Secondary Contact: Ryan Goodwin  
Address: \_\_\_\_\_  
Phone(s): 618-401-3924  
Email: \_\_\_\_\_

Date(s) of Set-up: 6/3/23 @ 12pm to 3pm

Event Date(s) / Times: 6/3/23 @ 12pm to 3pm

Date(s) of Tear-down: 6/3/23 @ 12pm to 3pm

Expected Attendance: 200

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

Sound Amplification System utilized:  Yes  No  
If yes, hours of operation: 1 to 3 will need a mic

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

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

(Directors must initial behind requests)

**Street Dept:** Signage, Barricades, Street Closures (Specify): **Public Works Director:** N/A

**Electric Dept:** Electrical Service, Lighting (Specify): **Electric Dept. Director:** Tropical Snow will need hookup.

**Public Safety:** Security, First Aid, Traffic Control (Specify): **Public Safety Director:** N/A.

**HCS Services:** Wi-Fi or other technological needs (Specify): **HCS Director:** will need wi-fi.

**Other City Services:** Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):  
**Department:** N/A

**Application Checklist (Attachments):**

Deputy Clerk Initial  
Upon receipt or waiver:

- Certificate of Insurance: (attached)**
  - Must be General liability
  - \$1 Million per occurrence/\$2 million aggregate
  - City named as “additional insured” If Event is on city property.

**Site Plan Rendering**

Evacuation Plan \_\_\_\_\_

Fire Plan \_\_\_\_\_

Parking Plan \_\_\_\_\_

Schedule City Council Meeting for announcement \_\_\_\_\_

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

Application Submittal (60+ days) \_\_\_\_\_

Rimee Goodwin \_\_\_\_\_ 5/10/23  
Event Sponsor Responsible Party Date

\_\_\_\_\_  
City Manager Date



# CERTIFICATE OF LIABILITY INSURANCE

HARDR-1 OP ID: MD

DATE (MM/DD/YYYY)  
03/13/2023

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

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

<b>PRODUCER</b> SIUA Inc/Rogier Insurance 1016 Laurel St PO Box 98 Highland, IL 62249-0098 Rogier Insurance Agency, Inc.	<b>CONTACT NAME:</b> Rogier Insurance Agency, Inc.	
	<b>PHONE (A/C, No, Ext):</b> 618-654-2151	<b>FAX (A/C, No):</b> 618-654-3826
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Nationwide Insurance		42579
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** Hard Road Theatre Productions  
P O Box 68  
Highland, IL 62249-0068

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPCG017111047563	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER**

HIGHLA5

Highland Community Unit  
School Dist No 5  
400 Broadway  
Highland, IL 62249

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Rogier Insurance Agency, Inc.

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<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** **Hard Road Theatre Productions**  
**P O Box 68**  
**Highland, IL 62249-0068**

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

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

<b>CERTIFICATE HOLDER</b>  Highland Community Unit School Dist No 5 400 Broadway Highland, IL 62249	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rogier Insurance Agency, Inc. <i>Shirley A. Rogier</i>
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# CITY OF HIGHLAND



## *PURCHASING MANUAL*

NOVEMBER 2017

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**A. Introduction/Statement of Policy**

The purpose of this purchasing manual is to provide the City of Highland staff with guidelines and directions for the acquisition of goods and services. When used with good judgment and common sense, the policies and procedures conveyed within will allow the City to obtain required supplies and services efficiently and economically. City Council approval adopts this manual as City policy to replace Highland Municipal Code Section 2-416.

The manual is divided into sections dealing with purchasing policies and procedures. The policy sections contain all the purchasing policies reviewed and recommended by the City Manager and Director of Finance and adopted by the City Council which must be adhered to by City employees. The procedures sections provide a “how to” guide for processing purchase requisitions, purchase orders, travel authorization and expense reports and other procedures regarding payment processing.

Employees are expected to read the policy manual and provide the Department of Finance with feedback regarding the policies and procedures contained within. This manual is designed to be a fluid document and will be modified from time to time to conform with changes in legislation, technology and actual practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines for purchasing activities. Employees who need help dealing with specific situations not covered by the manual should contact the Director of Finance for assistance.

The City Manager, under the direction of the City Council, shall be the final authority with regards to enforcement of any of the provisions of this manual. Failure to follow the procedures outlined in this manual may lead to disciplinary action in accordance with the provisions of the City of Highland Personnel Policy Manual.

### **A. Code of Ethics**

All City personnel engaged in purchasing and related activities shall conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of the City and the residents of Highland. City employees shall strive to:

1. Ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations, and City policies.
2. Maintain confidentiality at all times.
3. Not accept gifts or favors from current or potential suppliers which might compromise the integrity of their purchasing function.
4. Specify generic descriptions of goods wherever possible in lieu of brand names when compiling specifications.
5. Never allow purchase orders for identical goods or services to be split or variations to City Council approvals to be made in order to circumvent established policy.
6. Purchase without favor or prejudice.
7. Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotation and that any subsequent information is made available to all bidders.
8. Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and selection is based upon the lowest total cost compliant bid.
9. Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

It shall be the responsibility of the City Manager to determine if a violation of this Code of Ethics has occurred and if disciplinary action is necessary in accordance with the City's Personnel Manual.

### **B. Gifts and Gratuities - City Guidelines for Accepting**

City personnel should be aware that offers of gratitude from vendors can be designed to compromise objective judgment in product or service selection. Accordingly, it is City policy to observe the highest standards of ethics and to shield the employee, the City and the vendor from any suggestion or appearance of conflict of interest.

No employee shall permit any influence by vendors which could conflict with the best interest of the City or prejudice the City's reputation. Expenditures of City funds to vendors shall not by intention personally benefit any person officially connected with the City. Employees shall strive to follow the following guidelines:

1. Tangible gifts or gratuities shall not be accepted where their value exceeds \$100 per vendor annually. Such gifts should be returned with a statement of City policy. Promotional or advertising items of nominal value such as key chains, pens, coffee mugs, calendars and holiday candy are acceptable. Gifts that are capable of being shared, such as a box of chocolates, shall be shared within the office or section where the recipient works.
2. Association with vendor representatives at business meals or business organization meetings is occasionally necessary and is neither questionable nor unethical, provided the individual keeps himself/herself free of obligation.
3. Personal loans of money or equipment are not to be accepted from a vendor or an individual associated with a vendor doing business with the City.
4. Solicitation of vendors for merchandise or certificates to serve as door prizes or favors is normally prohibited. However, exceptions may be approved by the City Manager.
5. Corporate discounts granted to City employees are acceptable only if they are offered to all City employees and other corporate clients of the vendor.

If in any doubt about the propriety of accepting a gift, the matter should be referred to the Department Director who will, if necessary, discuss the matter with the City Manager or his/her designee.

**C. Advanced Approval of City Purchases Required**

No employee shall purchase goods or services on behalf of the City without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate Department Director and the City Manager in accordance with the guidelines described below:

<u>Dollar Limits</u>	<u>Required Approvals</u>
Under \$1,500	Department Director or Supervisor if no Dept Director exists
\$1,501-\$24,999	Department Director and City Manager
\$25,000 & Above	Dept. Director, City Manager and City Council

Approval for purchases shall occur before the purchase is made. At the discretion of the Department Director, approval levels for Supervisors may be increased to an amount not to exceed the Department Director’s authority. In addition, the City Manager can delegate approval authority to a Department Director at their discretion in the event they are unavailable to approve purchases.

## CHAPTER 3 - COMPETITIVE QUOTES & EXCEPTIONS TO THE POLICY

---

### A. General Policy for Soliciting Quotes

Employees are responsible for obtaining quotes for purchases of services and products in the instances outlined below. (Note below the Change in Dollar Limits when Possibly Doing Business with Person/s Connected with City.) When submitting a purchase request prior to purchase, quotes shall be attached to a Purchase Request Form (see Exhibit on page 29) and returned to the appropriate department for a purchase order to be generated after signatures are obtained. Requests submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (e.g. sole source, emergency, standardized vendor etc.) will be returned to the originator without approval.

<u>Up to \$1,500</u>	Employees are encouraged to seek verbal quotes at least once a year.
<u>\$1,501 - \$4,999</u>	Three verbal quotes must be obtained. The quotes must be included on the Purchase Request Form. Physical records regarding the dates, contacts, and quotes received shall be retained in the department's files for auditing purposes.
<u>\$5,000 - \$24,999</u>	Three written quotes. The quotes must be listed on the Purchase Request form and copies of the quotes attached to it. Hard copies shall also be retained in the department's files for auditing purposes.
<u>\$25,000 &amp; Above</u>	Must be competitively bid in accordance with State law and City ordinances. City Council approval is required for all contracts of this dollar amount.

Supplies purchased more than once during a fiscal year (e.g. forms, copier supplies, etc.) do not need quotes every time a purchase is made. However, competitive quotes for these items shall be sought at least once each year to ensure that vendors are competitive.

### **Note: Change in Dollar Limits when Possibly Doing Business with Person/s Connected with City.**

Wherein the City could possibly be doing business with any City of Highland employee or any person appointed or elected to a City board or commission, the City Manager issues the following written policy outlining procedures for compliance with state law:

<u>Expenses \$1,500 and over:</u>	Budgeted expenditures by the City for public purpose, wherein the expenditure is \$1,500 or more and the City could possibly be doing business with any City employee or any person appointed or elected to a City board or commission shall require the Director to seek competitive sealed bids by legal advertisement in any newspaper of general circulation in an area of resource which will supply the need, and (mandatory) any local-published newspaper, at least 15 or more days prior to an established date on which no further bids shall be accepted. Bids received pursuant to such solicitation shall be opened and read at the date and time established for such opening. The expenditure shall be awarded to lowest responsible bidder, after approval of the City Council.
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## **B. Joint Purchasing**

### State of Illinois

City employees are authorized to obtain goods and services using the State of Illinois Joint Purchasing program. When available through the State program, it is not necessary for City employees to obtain quotes or to competitively bid the goods or services which are sought. Employees shall be responsible, however, for ensuring that the goods or services are of a quality sufficient to meet the City's needs and that pricing is competitive.

When making purchases using the State's assigned vendor, employees shall submit a purchase order to the vendor directly and shall include the State of Illinois contract number and the City's assigned Joint Purchasing member I.D. number (L2590) on the purchase order. This information should be included on the purchase order.

### Other Units of Government

Employees are permitted to purchase items jointly with other units of government when the price of the goods or services sought is competitive and the quality meets the City's standards. Prior to initiating the transaction, employees shall seek the approval of the Director of Finance or designee. Questions regarding joint purchasing opportunities should be directed to the Director of Finance.

## **C. Sole Source Purchases**

Contracts for parts, supplies or equipment that are available only from a single source are referred to as sole source purchases. Sole source procurements may arise from the following circumstances:

1. Equipment for which there is no comparable competitive product or is available only from one supplier
2. Public utility services from natural or regulated monopolies
3. A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer
4. An item where compatibility is the overriding consideration, such as computer software
5. A used item, for example, a television transmitter tower, that becomes immediately available and is subject to prior sale

These items shall not be subject to requirements for seeking competitive quotes or bids. However, purchases in excess of \$25,000 shall be presented to the City Council prior to acquisition with a request to waive bids, approve the purchase and enter into a formal contract.

## **D. Emergency Purchases Policy**

Emergencies are defined as events that could not have been foreseen where immediate action is necessary to safeguard the public's health and safety. In the event of an emergency affecting the public health and safety, the City Manager or his/her designee may authorize a vendor to perform work necessary to resolve such emergency without formal bid solicitation. Documentation of the emergency and the need for immediate action shall be presented to the City Council in a reasonable period of time following resolution of the crisis.

The following procedures shall be followed in the event an emergency purchase order is needed: An emergency purchase order can be used authorizing a vendor to perform any and all work necessary only if the public health, safety, and services could be affected. The Department Director will issue an emergency purchase order to the vendor. If the emergency and the need for immediate action exceed \$10,000, documentation shall be presented to the City Manager or his/her designee prior to such authorization.

After the emergency has been resolved, the Department Director shall submit a purchase requisition for the goods purchased. The department shall explain the need for the emergency purchase order and reference the purchase order number that was issued to the vendor.

The Director of Finance or his/her designee will then add the requisition to the emergency purchase order.

## **E. Competitive Bidding Exemption**

When, in the ordinary course of City business, no single purchase of, or individual contract for, specific types of supplies, materials or services exceeds \$25,000, but the total dollar value of all purchases and/or contracts for said specific types of supplies, materials, or services during the City's fiscal year does exceed said amount, said purchases may not be subject to the competitive bidding requirement and may not require the City Council to waive the competitive bidding requirement. At his/her discretion, the City Manager shall determine whether these purchases require City Council approval of a waiver of bids. Where a bid waiver is determined to not be necessary, said purchases shall still be subject to the requirements of Chapter 3, Section A of this manual concerning quote solicitation for purchases under \$25,000.

It is not the intent of this subsection to encourage the circumvention of the bidding requirements and, to the extent practicable, City staff is encouraged to rely upon the competitive bidding process. Rather, the competitive bidding exemption provided by this section is intended to recognize and address those situations in which a competitive bidding requirement is not necessarily practicable, and can be eliminated without jeopardizing the City's ability to obtain a low and competitive price from a qualified responsible contractor/vendor.

### **A. When a Formal Bid Is Required**

All purchases of goods or services exceeding \$25,000, except as noted in Chapter 3, Section E, shall be subject to the competitive bidding process, including a Notice of Municipal Letting for Council approval, and shall be let, by free and open competitive bidding after advertisement, to the lowest responsible bidder or any other bidder whom the City Council deems to be in the best interest of the City.

With the exception of bids for capital projects handled through an engineering contract, all bids shall be issued using the City's standard bid document as approved by the City Attorney.

### **B. Preparing the Bid Document**

1. It is the responsibility of the respective departments to prepare the bid document. When preparing the bid document, each department shall be responsible for obtaining a bid document number from the Executive Assistant and for ensuring that the most recent version of the bid document has been used.
2. All bid documents must contain the following information:
  - Cover memo (includes signature line for City Manager approval)
  - Table of Contents
  - Notice to Bidders
  - General Terms, Conditions and Instructions
  - Specifications of the item/service
  - Bid Proposal Form
  - An appropriate sample contract (required if the bid is for goods, services, construction services, or goods and installation services)
  - All contractor certification forms (e.g. sexual harassment, tax compliance, contract execution)
3. After the bid document has been prepared, it must be reviewed and approved by the applicable Department Director and City Manager. Then a "Notice of Municipal Letting" memo explaining the project and asking to go out for bids, including bids specs if possible, must be approved the City Council.
4. The Department Director will be responsible for forwarding the legal notice to the newspaper for publication. A legal notice of the bid must be placed in a newspaper with a general circulation in the City at least fifteen (15) days prior to the bid opening
5. The Department Director will mail the approved document to prospective bidders. Bid documents should not be mailed to bidders before the ad is placed in the newspaper. This will help ensure that all prospective bidders have the same amount of time to complete the bid document.

### C. Additional Requirements for the Bid Document

1. **Bid Bonds, etc** -A bid bond, cashier's check, certified check, or other approved security in an amount equal to 5% of the bid is required to guarantee the successful bidder will sign a contract in the following instances: 1) the bid is for a construction project, 2) any other bid for which the Director of Finance deems it necessary to protect the interest of the City.
2. **Performance Bond** - When preparing the bid document, departments should consider whether to require contractors to provide a performance bond if awarded the contract. In instances where the bid is for construction services or significant building improvements, it is customary to require the contractor to provide a performance bond. A performance bond, issued by a surety company, stipulates a legal, written obligation to guarantee 100% payment for any financial loss caused by default of the contractor. When assigned to the City of Highland, it grants an assurance as to the performance and successful completion of the terms of the contract and assures payment of the taxes, licenses or assessments associated with the contract. The contractor shall provide the performance bond with the appropriate Labor and Material Bonds within ten (10) calendar days of award of the bid. Bonds required to guarantee performance and payment for labor and material for the work shall be in a form acceptable to the City and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the City for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the City.
3. **Insurance** - Contractor agrees to provide and maintain certificates of insurance and endorsements evidencing the minimum insurance coverage and limits set forth below during the term of the contract. Such policies shall be in force and from companies acceptable and satisfactory to the Owner to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the contract term. A copy of the certificate of insurance and endorsement section of the insured's policy shall name the City of Highland, its officers, agents, employees, representatives and assigns as additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Owner as additional insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained by the Contractor and his sub-contractors at all times while providing, performing, or completing the Work are as follows:

A. Worker's Compensation: The Contractor is required to carry, with a company authorized under the laws of the State of Illinois, a policy for protection against liability under the Worker's Compensation and the Occupational Disease Statutes of the State of Illinois with limits of not less than \$500,000 per claim.

B. General Liability: The Contractor shall carry a comprehensive general umbrella liability policy for all operations with limits of not less than \$1,000,000.00 each accident for bodily injury liability and not less than \$1,000,000.00 each accident for property damage liability.

C. Professional Liability Insurance: The Contractor shall carry minimum of \$500,000.00

All such insurance must include an endorsement whereby the insurer agrees to notify the Owner at least 30 days prior to non-renewal, reduction, or cancellation. The Contractor shall cease operations if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the Contract.

4. **Additional Documents Required**-The following forms must also be attached in order to be an acceptable: Hold Harmless and Indemnity Agreement, Certificate of Compliance with the Substance Abuse Prevention Program Certification, Certificate that the Contractor is not barred from Contracting with Unit of Local Government Because of Conviction of an Offense Related to Bidding, and a Certificate on Non-Delinquency of Tax.
5. **Bid Submittal** - All companies or individuals who wish to bid on a good or service must submit their bids in a sealed envelope before the deadline of the bid. Upon receipt of a sealed bid, the City employee will initial and stamp the date and time of receipt on the outside of the envelope. The sealed bid will be forwarded to the Finance Department.

If bid documents are to be distributed at the City Hall, the front desk personnel must be supplied with at least 3 copies (or more depending on the number of bidders expected) of the bid document.

6. **Pre-Bid Conference** - If a pre-bid conference is conducted, departments should specify in the Notice to Bidders whether attendance is a mandatory condition of bidding. At the pre-bid conference, the responsible department should ensure that all attendees sign a “sign-in” sheet to ensure compliance with this requirement of bidding. Failure to attend a mandatory pre-bid conference shall disqualify a bidder from being awarded the contract unless, at the department’s discretion, bidders are allowed to not attend by signing a waiver.

#### **D. Bid Opening Procedures**

All sealed bids shall be publicly opened by the City Manager and/or Department Director or his / her designee at the time stated in the legal notice. At least one other employee shall serve as a witness and tabulate the bid results. All proposals shall be open to public inspection and a tabulation of all bids shall be available from the Department Director. The following procedures must be completed prior to the bid opening:

1. If the bid opening will be conducted at the City Hall, the originating department shall be responsible for reserving a conference room for the day and time. This can be done by contacting the Executive Assistant.
2. All bids must be received before the deadline on the day of the bid. Each bid shall be marked with the initials of the City recipient and a date and time of receipt of the bid document. City Hall front desk personnel should be notified of the time and place of the bid opening for that day and reminded that any bids received after the deadline for accepting bids should be labeled “Not received in time” on the bid document and initialed and marked with the date and time of receipt.

3. A bid tabulation form must be completed. The outline of the bid proposal form may be used to do this. During the bid opening, both the person opening the bids and the person tabulating the bids must sign the bid tabulation sheet as witnesses.

If bid security is required, it shall be forwarded to the Department Director immediately following the bid opening. Procedures for depositing and returning bid security is described below in subsection E.

## **E. Post Bid Opening Requirements**

After the bid opening has taken place, the Department Director shall prepare a memorandum that explains the purpose of the bid, includes the names and addresses of the companies who submitted bids as well as the amount each company bid, and recommends which company should be awarded the bid. The recommendation should be based on the following:

- a) The ability, capacity, and skill of the bidder to perform the contract to provide the service required
- b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- c) The character, integrity, reputation, judgment, experience and efficiency of the bidder
- d) The quality of performance of previous contracts of services
- e) The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service
- f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service
- g) The quality, availability, and adaptability of the supplies or contractual service to the particular use required
- h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract
- i) The number and scope of conditions attached to the bid
- j) Responsiveness to the exact requirements of the invitation to bid
- k) Ability to work cooperatively with the City and its administration
- m) Past records of the bidder's transactions with the City or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.

Once approved by the Department Director, their memo recommending award of bid should be given to the Executive Assistant in the City Manager's Office by the Tuesday of the week preceding the week of the City Council meeting to be placed on the City Council's agenda.

With the exception of contracts let through an engineering contract, all bid files shall be maintained by the Department requesting the bid. After the issuing department has prepared the City Council agenda item, the bid file shall be sent to the Executive Assistant along with the bid packages, original bid tabulation sheet, and all other documentation. After Council approval, the bids will be stored in the Office of the Executive Assistant where they can be accessed when necessary (State law requires bid files be maintained for ten (10) years following the bid opening). The signed contract will be forwarded to the Executive Assistant for safekeeping after it is received.

Signed contracts, certificates of insurance and performance bonds must be obtained from the contractor before work begins. It is the responsibility of the applicable department to ensure that the City's contract has been signed, and certificate of insurance and performance bond obtained before work begins.

The Department Director associated with the bid shall be responsible for handling bid deposits. If a bid deposit was required, it must be returned to all except the three (3) lowest responsive and responsible bidders on each contract within fourteen (14) calendar days after the opening of the bid and within 24 hours of when the award letter is mailed. The bid deposit of the accepted bidder is to be returned only after acceptance by the City of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required. The remaining bid deposits of each contractor should be returned within fourteen (14) days after the City Council has awarded the contract.

#### **F. Waiver of Competitive Bidding – Sole Source**

The City Council, by a two-thirds vote of all the Councilpersons then holding office, may waive the bidding procedures and enter into a contract or agreement. Requests for bid waivers shall be made only when goods or services are proprietary (i.e. sole source), where standardization is necessary or desirable (e.g. furniture), in emergencies as defined in this manual or when it is in the best interests of the City to do so. In any instance, a statement justifying the need for a bid waiver shall be included in the department's recommendation and accompany the memo for inclusion on the City Council's agenda.



## **G. Requests for Professional Services**

Some contracts, by their nature, are not adapted to award by competitive bidding. Examples include, but are not limited to, contracts for the services of individuals possessing a high degree of professional skill where the education, experience or character of the individual is a significant factor in determining their ability to meet the City's needs. These contracts generally result from a request for proposal (RFP) solicited from consultants for "Professional Services."

The City is required by the Local Government Professional Services Selection Act to follow specific procedures when hiring an architect, engineer or land surveyor. The procedures must be followed unless 1) an emergency situation exists and an architect, engineer or land surveyor must be selected in an expeditious manner, or 2) when the cost of such services "is expected to be less than \$25,000." If none of these conditions apply, the City must solicit proposals and adhere to the following requirements:

1. **Public Notice.** Permitting firms engaged in the lawful practice of their professions to annually file a statement of qualifications and performance data with the City. The City must also 1) mail a notice requesting a statement of interest in the specific project to all firms who have a current statement of qualifications and performance data on file with the City and 2) place an advertisement in a local newspaper of general circulation throughout the City, requesting a statement of interest in the specific project and further requesting statements of qualifications and performance data from those firms which do not have such a statement on file with the City. Such advertisement shall state the day, hour and place the statement of interest and the statements of qualifications and performance data shall be due.
2. **Selection Procedure.** The City then must evaluate the firms submitting letters of interest, taking into account qualifications, ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm and such other factors as the City may determine in writing are applicable. The City may conduct discussions with and require public presentations by firms deemed to be the most qualified regarding their qualifications, approach to the project and ability to furnish the required services.
3. **On the basis of evaluations, discussions and presentations, the City shall select no fewer than three (3) firms which it determines to be the most qualified to provide services for the project and rank them in order of qualifications to provide services regarding the specific project. The City shall then contact the firm ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than three (3) firms submit letters of interest and the City determines that one or both of those firms are so qualified, the City may proceed to negotiate a contract.**
4. **Contract Negotiation.** The City shall prepare a written description of the scope of the proposed services to be used as a basis for negotiations and shall negotiate a contract with the highest qualified firm at compensation the City determines in writing to be fair and reasonable. In making this decision, the City shall take into account the estimated value, scope, complexity and professional nature of the services to be rendered.
5. **If the City is unable to negotiate a contract with the preferred firm, negotiations with that firm shall be terminated. The City shall then begin negotiations with the firm which is next preferred. If the**

City is unable to negotiate a contract with that firm, negotiations with that firm shall be terminated. The City shall then begin negotiations with the firm which is next preferred.

6. If the City is unable to negotiate a satisfactory contract with any of the selected firms, it shall re-evaluate the architectural, engineering or land surveying services requested, including the estimated value, scope, and complexity and fee requirements. The City shall then compile a second list of not less than three qualified firms and proceed in accordance with these procedures.

If a contract is used other than the City's standard contract, the following items should be included: indemnification, insurance, and venue. This language can be obtained from the Director of Finance or the City Attorney.

If, after reviewing these procedures, employees have questions regarding which services are exempt, they should contact the City Attorney for clarification.

### **A. Regular Purchase Orders**

With the exception of purchases processed with a blanket purchase order (see description below), all purchases shall require the issuance of a regular purchase order to the vendor before an order for goods or services is filled. No employee shall have the authority to purchase items on the City's behalf without first entering a purchase requisition and obtaining the required approvals from supervisory staff or the City Council where applicable. The City will not issue "confirming" purchase orders. Purchase orders will be required for all items purchased inside the City that exceed \$1,000 individually or in aggregate. Employees shall be responsible for planning for purchases exceeding \$1,000 in advance, and should allow sufficient time to have a requisition processed and purchase order issued and mailed or faxed to the vendor. With the exception of emergency purchase orders, the Department of Finance will not issue purchase order numbers in advance unless a requisition has been processed and has received the necessary approvals. Receiving tickets will need to be turned in to the Finance Department as soon as possible after the item or items are received with the receiving date clearly marked.

### **B. Change Orders To Regular Purchase Orders**

After a regular purchase order is issued to the vendor, it may become necessary to change it to include additional quantities, shipping costs, etc. When this occurs, the employee who completed the original requisition shall process another requisition for the change order. The employee shall **note the original purchase order number** for which the change is being made and explain briefly the need for the change. Please note that change orders to original contracts of \$10,000 or more require the prior approval of either the City Manager or City Council. For more information, please refer to the financial policy on change orders included in this manual.

### **C. Confirming Purchase Orders**

Except in the case of emergency purchase orders, the City will not issue confirming purchase orders to vendors.

### **D. Prepayments**

The City will not pay for goods and services until the goods are received or the service is rendered.

Exceptions:

1. Deposits on certain jobs when approved by the Director of Finance.
2. Memberships and books or periodicals.
3. Payments to local, State, and Federal government entities.
4. Service and maintenance contracts where necessary.
5. Small orders (under \$1,500.00) where the Department Director approves prepayment.
6. Approval by the Director of Finance or City Manager.

## **E. Manual Checks**

Manual checks are interim checks issued to vendors as payments for goods delivered or services performed. The checks are issued between normal accounts payable cycles when an emergency or other extenuating circumstance as determined by the Finance Department makes it impractical or unreasonable to process the payment following normal payment methods. As the name implies, manual checks are labor intensive and time consuming to issue, therefore, their use as a method of payment shall be restricted to unique or special circumstances.

All requests for manual checks must be processed by completing a purchase requisition form. The completed form shall include the vendor's name and address, the account number against which it is being charged, a description of the item purchased, and an explanation as to need for the check. The form shall also include the signature of the applicable Department Director. Completed forms shall be submitted to the Finance Department for approval.

The Department of Finance will not issue manual checks in instances where reasonable means could have been taken to process the payment following normal payment methods.

## **F. Petty Cash**

This policy sets forth procedures for the handling of petty cash monies at City Hall, Police Department, Electric Department, and the Korte Recreation Center. It further establishes the procedures for reporting petty cash disbursements by department to the Department of Finance as well as reimbursements to each petty cash box. Each location's Department Director is responsible for seeing that the total number of receipts and cash equal the amounts detailed in Section 2b. The Petty Cash box is subject to audit (Section 2h) and the Department Director will be accountable for any non-compliance with this procedure or shortage of funds.

All forms needed in order to effectively manage the petty cash process are referred to in the procedures section and are contained as Exhibits to this policy.

The following policy and procedural guidelines have been established to promote a more efficient and accountable petty cash operation. All departments within the City are responsible for abiding by this policy. There are no exceptions.

### **1. Petty Cash Disbursements to Employees**

- a. Requests for petty cash may be made to the Office Manager at each location or Accounts Payable Clerk at City Hall.
- b. There is a \$75 limit per petty cash request per employee per day. Any amount above \$75 must be submitted through the accounts payable process. Reimbursable expenses under \$75 incurred by an employee should be reimbursed from petty cash rather than through the accounts payable process.
- c. No one is allowed to take money from petty cash without a petty cash request form and a cash receipt which **must** be signed by the appropriate supervisor. The petty cash request form must also be signed by the employee who will receive the money.

- If a petty cash request form is submitted without a receipt, the employee must bring back a receipt before they are reimbursed. If for some reason the employee did not obtain a receipt for submittal with the petty cash request form, supervisory approval **MUST** be noted on the petty cash receipt form.
  - All receipts **must** be original. If desired, copies may be made and kept by each individual employee, but the original must be given to the respective person responsible for petty cash in each department.
- d. All petty cash request forms must contain the following information:
- Date
  - Detailed description of the expenditure
  - Name of person(s) to receive money
  - Department
  - Receipt signed by the supervisor

## **2. Reimbursing Each Petty Cash Box**

- a. As stated above, the person responsible for the petty cash box is the Office Manager at City Hall. They not only disburse petty cash to various employees, they must reconcile the petty cash box and request petty cash reimbursements by the payables deadline. It is recommended that this be done on a bi-weekly basis, as needed.
- b. The maximum amount of petty cash allotted at City Hall is \$400. If this amount is not sufficient to meet the needs of the department, the Department Director can request an increase in the petty cash allotment. This request must be approved by the Director of Finance.
- c. Petty Cash will be subject to periodic announced and unannounced audits to determine compliance with these procedures. Any discrepancies with compliance or cash balance shall be immediately reported to the Director of Finance and a written report shall be provided with copies to the City Manager and Department Director.
- d. Any questions regarding these procedures may be directed to the Finance Department at City Hall.

## **G. Credit Card Payments**

The City Council has provided each Department Director and various supervisory staff with a corporate credit card for use in making purchases. Each Cardholder is responsible for the security of the card and should not permit its use for means other than those permitted by this policy. Credit card use shall be limited to the purchase of items under \$1,000 (excluding payment of travel expenses) where a purchase order cannot be used (e.g. airline reservations, restaurants etc.). Credit card purchases of \$1,000 or more must be approved by the Finance Department or City Manager. Credit cards shall not be used to circumvent the normal payment process.

As with all purchases made on the City's behalf, goods purchased with a credit card are exempt from sales tax. Therefore, employees shall provide the vendor with a sales tax exemption form in order to avoid being charged sales tax.

Receipts for goods or services, or printout of orders placed on line, purchased with a credit card shall be obtained and submitted to accounts payable by the end of the billing cycle. If a receipt is not issued, a packing slip may be provided to accounts payable. Payment will not be made unless receipts (or an explanation as to why receipts are not available) are included with the credit card statement. It is not permitted to utilize the credit card for personal purchases at any time.

The Finance Department shall maintain a list of the credit cards issued to each employee /department and shall request that they be returned prior to termination of employment. Returned cards shall be forwarded to the Director of Finance or his/her designee and shall be canceled.

#### **H. Accounts Payable (purchases made without purchase orders)**

Purchase orders are the preferred method of payment for most City transactions. However, in the following instances, payments will be made without purchase orders, after approval from the Department Director or Supervisor:

1. Recurring monthly bills (i.e. phone bills, utility bills, etc)
2. Credit Card Payments
3. Reimbursements to City employees for expenses incurred

The City will make every effort to pay invoices in a timely manner in order to receive any discounts available.

#### **I. Local Vendors**

Any items purchased from a local vendor may be charged to the City account with the vendor giving the employee a copy of the ticket for the item purchased (some places do not give tickets). The employee will need to put an account number on the ticket, sign it clearly, and submit it to the Supervisor. The Supervisor shall signify approval with initials, indicate account number, and submit it to the appropriate departmental payable processing staff or Finance Department. Accounts Payable processing staff will match the tickets with the statement and set them up for payment. A listing of local vendors utilized can be obtained from the Finance Department.

**A. Change Order Policy**

State statute requires City Council approval of all change orders for \$10,000 or more and for all change orders which, when combined with those previously approved, increase or reduce the contract price by more than \$10,000. The following financial policy is consistent with this statute.

Change orders which increase or reduce the time for completion of the contract by more than 30 days (regardless of the original contract price) require City Council approval. In these instances, departments shall follow the procedures for submitting change orders to the City Council outlined above.

It shall be the responsibility of each Department Director to ensure that all change orders are submitted to the City Manager or City Council for approval. In addition, Department Directors shall be responsible for monitoring all contract payouts and retainages and ensuring that the amount of the change order is correct.

Changes to professional service contracts (e.g. engineering, architectural or land surveying work) shall be treated as contract amendments.

**PROCEDURES FOR SUBMITTING CHANGE ORDERS TO THE CITY COUNCIL**

Change orders requiring City Council approval shall be placed on the City Council's agenda and shall be accompanied by a memorandum explaining the need for the contract revision. If a change order for less than \$10,000 is submitted to the City Council for approval, departments shall explain that City Council approval is necessary because the total value of all change orders exceeds \$10,000.

Change orders shall be numbered sequentially and shall bear the signature of the Department Director. In instances where a final balancing change order (regardless of the amount) reduces the contract price, departments shall instruct Finance to close out the remaining encumbered funds.

In special circumstances, a change order requiring City Council approval may be authorized by the City Manager or his/her designee prior to being placed on the City Council agenda. After receiving authorization, however, the department, following the requirements outlined above, shall have the change order placed on the City Council's agenda for the following meeting.

**B. Fixed Asset Policy**

A fixed asset policy is herein established to insure compliance with governmental financial reporting standards and to safeguard City assets.

Fixed assets shall include land, buildings, machinery, equipment and vehicles with a life expectancy of one year or more. To be included in this definition, the capitalization threshold of the asset or minimum value of the asset at the time of acquisition is established at \$15,000.

Responsibility for control of fixed assets rests with the operating department wherein the asset is located. The Director of Finance shall ensure that such control is being maintained by establishing a fixed asset inventory that is updated on a regular basis and which documents all additions and deletions to the fixed asset inventory. Operating departments shall report the disposal or relocation of a fixed asset promptly to the Director of Finance or his/her designee. Assets acquired during the year shall be recorded as an expenditure against the appropriate capital expenditure account. In the Comprehensive Annual Financial Report, these expenses are depreciated over the useful life of the asset.

Assets shall be recorded in the fixed asset inventory by using an appropriate description and by recording or serial numbers where applicable. Tagging of all assets will not be required. Assets not capitalized under this policy but which, in the opinion of the Director of Finance may, in the aggregate, account for a substantial asset group, shall be inventoried by the appropriate operating department by a means or system suitable for maintaining control of the assets. The Director of Finance shall determine the appropriate means or system to be used in these situations.

### **C. Disposal of City Property**

City property of value may not be sold or traded without prior approval of the City Council.

If the item has value, notify the Finance Department and the Director of Human Resources to determine if the item needs to be removed from the City's records. Include information identifying the equipment to be disposed, the name of the manufacturer, model number, serial number, and an estimate of salvage value if applicable. The Finance Department is authorized to transfer usable surplus materials to another department requesting such materials, or to approve disposal of the property where appropriate. The Department Director shall have the Executive Assistant prepare an ordinance for the City Council agenda recommending disposal of the property.

In instances where City property no longer has value, departments may dispose of the property without City Council approval. However, the Finance Department and the Director of Human Resources need to be notified to determine if the item needs to be removed from the City's records. Include information identifying the equipment to be disposed, the name of the manufacturer, model number, serial number.

### **D. Purchases Near the End of the Fiscal Year**

When purchases are made near the end of the fiscal year (i.e. April 30), departments shall be responsible for ensuring that they are expensed (i.e. charged) against the fiscal year in which they were received. The date goods are received or services are performed determines which fiscal year they are expensed against. Consequently, goods and services will be expensed in the current fiscal year only if they are received or performed by April 30th. This is true regardless of when the purchase requisition is processed or the purchase order is issued. Items not received by April 30 will be expensed in the next fiscal year.

The Finance Department shall issue a reminder notice regarding year end purchases to all departments each year in April.



## **E. Use of Sales Tax Exemption Number**

### **1. Use by Employees**

City purchases are not subject to sales tax; therefore, employees shall make efforts to inform vendors of the City's tax exempt status and to ensure that sales tax is not paid for purchases made with petty cash or credit cards. Sales tax exemption forms may be obtained from the Accounts Payable Clerk in the Finance Department.

Use of the City's sales tax exemption number is restricted to purchases made on behalf of the City. State law prohibits use of the City's sales tax exemption number to secure exemptions for personal reasons and such use will subject the responsible individual and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years or both, together with costs of prosecutions.

### **2. Use by Outside Contractors or Vendors**

The Illinois Department of Revenue regulations allow contractors to use the City's sales tax exemption number to purchase materials used in construction of public improvements which will be eventually dedicated to the City. Use of the exemption number is limited to purchases directly related to work being done on behalf of the City. Contractors are responsible for any tax due on purchases determined to be non-exempt and for purchases not made on the City's behalf.

Requests by contractors for the City's sales tax exemption number shall be forwarded to the Director of Finance or his/her designee. The City will provide a letter of explanation regarding the correct use of the City's tax exempt number along with a sales tax exemption certificate. It is the responsibility of the contractor to properly account for the use of the City's tax exemption number. The City of Highland reserves the right to audit purchases to assure compliance with the terms and conditions governing use in accordance with Illinois law.

### **A. Travel Policy**

Travel can play an important role in accomplishing the City's mission to provide superior and responsive governmental services to the people of Highland. Travel is authorized only for items related to an employee's work duties. When conducting business on behalf of the City, employees are expected to use good quality services and accommodations appropriate for the business to be conducted. Good judgment and ethical practices on the part of each traveler remain the most important factors in controlling travel expenses. The City of Highland will adhere to all requirements listed in the Local Government Travel Expense Control Act (PA 99-0604).

Each Department Director is responsible for obtaining travel authorization. Travel authorization is a two part process including: 1) authorization of all overnight travel in advance; and 2) expense reporting following completion of the trip. Authorization of travel expense reports is more than a formality. It indicates that expenses submitted have been reviewed and have been found to comply with City regulations regarding travel and authorized business expenses.

All City personnel traveling or incurring business expenses on behalf of the City, and those responsible for the approval of these expenses, are expected to use these measures to assist in maintaining control over travel expenditures. The policies detailed here apply to all funds under City control and are superseded only in those instances where funding agencies apply specific and more restrictive rules and rates.

### **B. Travel Authorization**

It is City policy that all travel that requires an overnight stay or is estimated to cost over \$500.00 must be approved in advance by the employee's Department Director and City Manager. Requests for travel authorization shall be submitted using the City's Travel Authorization Form (see Exhibit on page 30) before any travel arrangements have been made. Travel costs (not including conference registration fees) that are in excess of \$2,500 per traveler or for any travel by a board member must be approved by the City Council in a roll call vote before the travel arrangements can be completed.

### **C. Travel Arrangements**

To reduce travel costs, City employees are encouraged to seek multiple quotes from an on-line travel service (i.e. [www.travelocity.com](http://www.travelocity.com), or [www.expedia.com](http://www.expedia.com), when purchasing air travel and reserving cars and hotel rooms. Whenever possible, travel should be arranged using the least expensive means possible. Employees should use good judgment when determining logical routes for arriving at the intended destination. Remember to get quotes for all airports within 30 miles of your destination. Provide a print out of the on-line reservation options, highlighting the itinerary selected. If the least expensive location / schedule is not selected, include an explanation.

## **D. Air Travel**

Employees are required to request flights according to approximate arrival and departure time, rather than by specific carrier or flight number, in order to obtain the lowest available fare with logical routing for all trips. In general, lowest available fare is defined as the least costly fare available at the time of ticketing, and may include one stopover or connecting flight. In order to take advantage of available discounted fares, travelers are requested to make reasonable adjustments in their travel plans.

Employees should make air travel arrangements as far in advance as possible to take advantage of special fare savings. Travelers should be aware that some discounts have travel restrictions and cancellation penalties, and therefore good business judgment should be exercised.

All air travel at City expense must be by coach.

## **E. Ground Transportation**

It is expected that employees use the most effective ground transportation available, considering cost, time, availability, and scheduling.

The cost of public transportation is reimbursable and requires a receipt.

### **a. Taxi and Airport Transportation**

Whenever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. The most economical option should be used for ground transportation and a receipt is required for reimbursement of these expenses.

### **b. Rental Passenger Automobiles**

Rental automobiles may be used as necessary but must be approved in advance by the Department Director. Receipts are required for reimbursement of all expense related to rental automobile use. Rental cars should be limited to standard size passenger cars.

### **c. Personal Vehicles**

Expenses of travel by automobile are reimbursable at the IRS authorized rate. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance etc. Toll charges and parking fees when supported by receipts, are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available air fare.

Employees using personal vehicles on City business must have adequate automobile insurance coverage. The City's insurance does not cover use of personal vehicles.

## **F. Meals**

The per diem allowance for meals including taxes and tips while on City business shall not exceed the Internal Revenue Service (IRS) standard allowance for the locality (See the Finance Department for the current allowances). If the destination is not included in the IRS list, the standard meal allowance for the nearest city shall apply. Meal expenses exceeding the standard allowance are the responsibility of the employee.

When traveling on City business, employees should select restaurants which are reasonably priced for the locality. In addition, employees shall be aware that the City will not pay for alcoholic beverages consumed with meals and that receipts are required for meals purchased during the course of the business trip.

Per Diem allowances for partial days traveled shall be based on the per meal allowances outlined below. These allowances shall also apply to employees attending in-state seminars and conferences not requiring an overnight stay. In either event, employees will not receive a per diem allowance but will be reimbursed for meals not included in the registration costs. The following limits shall apply to meals purchased while conducting City business:

### **a. Breakfast**

Breakfast will be allowed whenever the incurred travel begins earlier than a normal breakfast (or concludes following breakfast) and no meal is served at the seminar or conference.

### **b. Lunch**

Lunch will be reimbursed provided that the trip begins before the lunch hour (or concludes following the normal lunch hour) and lunch is not included as part of the conference or seminar.

### **c. Dinner**

Dinner will be reimbursed when the employee is away from the City for the evening meal or does not return until after the normal dinner hour and no meal was provided as part of the conference or seminar. The per meal allowance for dinner shall be the balance of the IRS per diem allowance for the locality.

## **G. Hotels**

Travel necessitating overnight lodging is discouraged, however, an employee when traveling for City business and requiring overnight lodging should secure lodging no more or less than his or her home environment. Lodging which equals a medium priced "chain-type" motel is acceptable. Blocks of rooms at or near a conference site, set aside for conference participants, are likewise acceptable lodging.

## **H. Non-Allowable Expenses**

The City's policy is to reimburse its employees for all reasonable and necessary expenses incurred while transacting the affairs of the City. However, the City will not reimburse for the following items, considered to be personal in nature, while traveling for City business (all items may not be specifically listed):

1. Cleaning, pressing, and laundry;
2. Personal entertainment including movies, theatre tickets, videos or pay per view services in a hotel room, magazines, sightseeing fares, etc;
3. Airline and other trip insurance;
4. Beautician, barber, manicurist and shoe shine;
5. Personal telephone calls except to report changes in schedule;
6. Repairs on personal automobiles damaged while on company business;
7. Traffic violations and court costs;
8. Membership fees in airline clubs.
9. Family members traveling with employee.
10. Additional expenses related to personal travel.
11. Meals or lodging at a friend or relative's home.

## **I. Approved Forms of Payment**

Payments will not be made unless the Travel Authorization / Expense Reimbursement Form has been approved by the Department Director and City Manager and submitted to the Finance Department.

Employees that have City issued credit cards may use them to pay for travel related expenses. However, employees shall still be responsible for submitting a completed Travel Authorization / Expense Reimbursement Form for approval before the travel purchases have been made and providing a completed form with accompanying receipts to the Finance Department upon return.

## **J. Advances**

Travel advances may be issued to employees to cover travel expenses that cannot be paid for by credit card. The advance will be established at an amount that is reasonable. All travel advances are issued and maintained subject to timely reporting of all travel expenses. A travel advance will be issued upon receipt of a Travel Authorization / Expense Reimbursement Form containing the following information:

1. Name, title and department of employee receiving the travel advance
2. Account number the expenses will be charged to
3. Purpose of the trip / Destination
4. Beginning and ending dates of the trip
5. Estimate of all expenses including registration, transportation, meals, lodging, and miscellaneous expenses including items paid directly
6. Required signatures authorizing the expense

Credit cards are the preferred payment method during travel. (Receipts must be kept and attached to the Expense Report. However, cash advance requests require the signature of the applicable Department Director and/or City Manager. Travel advance forms must be completed and submitted to the Department of Finance at least twenty-five (25) days before the date needed, if possible. Employees are responsible for ensuring that the completed travel advance form is received by the Finance Department prior to the accounts payable deadline for the date the funds will be needed.

Travel advances must be settled within seven (7) days after completion of the travel. A travel advance will not be issued if any prior advance is outstanding.

### **K. Expense Reporting**

The Travel Authorization / Expense Reimbursement Form should then be completed in accordance with the instructions noted on the form. Travelers should provide as much detailed information of all expenses on the statement as possible including the cost of registration, books, meals, hotel, airfare, etc. how it was paid - whether it was paid directly to a vendor (e.g. registration fees) or by credit card (e.g. hotel bill). Original receipts must be included.

A copy of the Travel Authorization / Expense Reimbursement Form should be completed, showing the Post-Trip Actual Expenses and completing the bottom portion of the form, including required signatures. This form, along with any unused travel advance money, should be turned in to the Finance Department within 7 days of completion of the business trip,

#### NOTES:

Questions regarding any aspect of this policy shall be directed to the Finance Department.

Any deviations not discussed in these regulations must be approved by the City Manager.

# PURCHASE REQUEST

Item \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Employee \_\_\_\_\_

Account Number \_\_\_\_\_

<u>Company</u>	<u>Address</u>	<u>Quote</u>
1.)		
2.)		
3.)		

Company recommended for purchase \_\_\_\_\_

★ If low quote is not recommended, please explain \_\_\_\_\_

Approved

Disapproved

Department Director signature \_\_\_\_\_

City Manager signature \_\_\_\_\_

★ Attach written quotes if request is \$5,000 - \$24,999. \$25,000 and above requires competitive bids. (See purchasing policy)

**Travel requiring an overnight stay or is estimated to cost over \$500.00, including registration, must be approved in advance by Department Director and City Manager. Travel costs (not including registration) over \$2,500 must be submitted to the City Council for approval.**

**City of Highland  
Travel Authorization Form / Expense Reimbursement Form**

Employee: \_\_\_\_\_ Dept. / Div. \_\_\_\_\_

Reason/Destination \_\_\_\_\_ Account # \_\_\_\_\_

Dates of Travel: \_\_\_\_\_ Transportation Mode: \_\_\_\_\_

	Pre-Trip Estimated Expenses	Post-Trip Actual Expenses
Registration:	_____	_____
Transportation:	_____	_____
Meals:	_____	_____
Lodging:	_____	_____
Other:	_____	_____
Total:	_____	_____

Is a cash advance for expenses required? If yes, enter amount: \_\_\_\_\_

Council Approval Required? If yes, attach approval documentation

Dept Director Signature \_\_\_\_\_ Date \_\_\_\_\_

City Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

*(To be completed after the Trip)*

Upon return, a receipt is required for all expenses paid for by the City of Highland. A receipt is also required for reimbursement of eligible expenses to the employee. In the case of per diem meal allowances, a copy of the meeting agenda is required.

Total Actual Expenses \_\_\_\_\_

Amount Advanced: \_\_\_\_\_

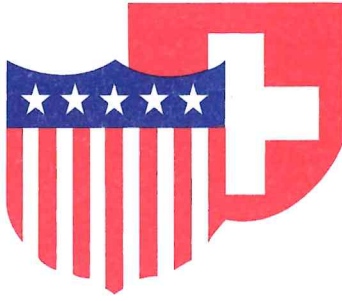
Paid by City of Highland \_\_\_\_\_

Amount Owed To City / Employee \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Director / City Manager \_\_\_\_\_ Date \_\_\_\_\_



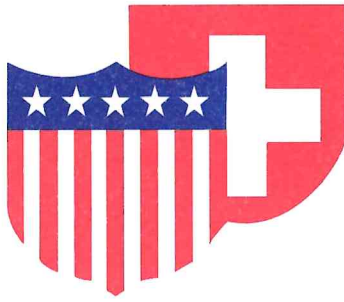


# City of Highland

**MEMO TO:** City Council Members  
**FROM:** George E. Jones, Mayor  
**SUBJECT:** Re-Appointment to Board of Police and Fire Commissioners  
**DATE:** May 12, 2023

The term of Mr. George E. Jones of the Board of Police and Fire Commissioners will expire in June. Mr. Jones was originally appointed to this commission in 2021 and has proven to be an asset to this board during his first term. He has agreed to serve another three-year term. I am therefore requesting your approval of the re-appointment of Mr. George Jones to the Board of Police and Fire Commissioners.

If you have any questions regarding this re-appointment, please let me know.



# City of Highland

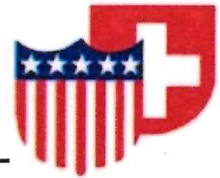
**MEMO TO:** City Council Members  
**FROM:** Kevin B. Hemann, Mayor  
**DATE:** May 9, 2023  
**SUBJECT:** Appointment to Tree Commission

I have received an application for appointment to the Tree Commission from Thomas D. Friedrich of 5 Quail Drive. The interest he expressed in Trees and Gardening make me believe he will be a good addition to this commission.

Therefore, I am asking that you approve the appointment of Mr. Friedrich to the Tree Commission to fill the open vacancy. Mr. Friedrich's appointment will expire in July of 2025.

If you have any questions regarding this appointment, please let me know.

APPLICATION FOR APPOINTMENT TO  
CITY OF HIGHLAND BOARDS AND COMMISSIONS



Please print or type.

Name THOMAS D. FRIEDRICH  
First Middle Last

Home Address 5 QUAIL DR. HIGHLAND 62249  
Street City Zip

Date of birth: 06-11-1951 Do you reside within the City limits?  Yes  No How long? 12 YRS

Home Telephone 618 651-4289 Daytime Telephone CELL 618 977-1917

Occupation RETIRED Place of Employment PHILLIPS 66, WOOD RIVER REFINERY

E-Mail Address(es) t-pj-f76@att.net

Have you ever been convicted of a felony?  Yes  No

List Board(s) or Commission(s) you're interested in: TREE COMMISSION

What experience do you possess that you believe qualifies you to serve? \_\_\_\_\_

I HAVE ALWAYS HAD AN INTEREST IN TREES, PLANTS, ETC.  
MY YARD IS AN EXAMPLE OF HOW I VALUE TREES + PLANTS.

Please list your interests/hobbies: BIRDS - BIRD WATCHING AND GARDENING.

TYPES OF TREES, SHRUBS, ETC AND WHERE THEY ARE PLANTED.

You may attach additional information to support this application.

References: BRAD KOEHNEMANN 20 QUAIL DR, HIGHLAND 618 971-9221  
Name Address Phone

MARK ROSEN 1 NAGEL DR, HIGHLAND 618 651-5999  
Name Address Phone

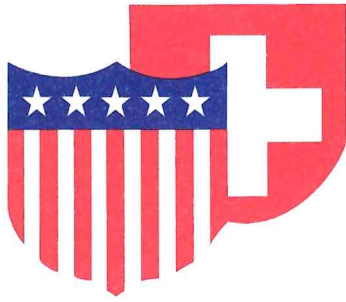
I certify that the information given herein is true and complete. By signing this application, I hereby authorize an investigation of all statements contained in this application for appointment as may be necessary in arriving at a decision regarding the possibility of appointment.

Information submitted on this application is public information. A false or misleading statement will be cause for elimination from consideration.

Signature of Applicant Thomas Friedrich Date 4-26-2023

Return completed applications to:  
Lana Hediger, Deputy Clerk  
City Hall, 1115 Broadway  
PO Box 218  
Highland, IL 62249

Or you may fax to: (618.654.4768)



# City of Highland

**MEMO TO:** City Council Members

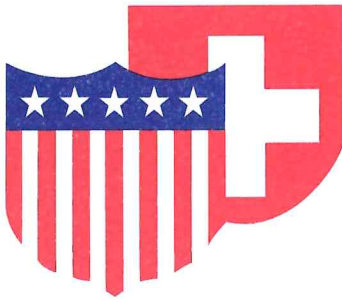
**FROM:** Mayor Kevin B. Hemann

**SUBJECT:** Reappointment to the City's Telecommunications Advisory Board

**DATE:** May 12, 2023

The term of Jill Lawson of the Telecommunications Advisory Board is expiring. Mrs. Lawson was contacted and has expressed interest in continuing to serve in this very important position. Therefore, I am asking that you approve the reappointment of Jill Lawson to a three-year term on the Telecommunications Advisory Board, said term to expire May 31, 2026.

If you have any questions regarding this reappointment, please let me know.



# City of Highland

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## MEMORANDUM

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**TO:** City Councilmembers  
**FROM:** Mayor Kevin B. Hemann  
**SUBJECT:** Reappointment to Liquor Control Commission  
**DATE:** May 9, 2023

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The term of Mr. Jeffrey Hebrank of the Liquor Control Commission is expiring. Mr. Hebrank has agreed to serve an additional 3-year term. Therefore, I am requesting your approval of his reappointment. If approved, his new term will expire in June 2026.

If you have any questions regarding this reappointment, please contact me prior to the City Council meeting.

**PETITION**

To the Honorable Mayor and City Council of the City of Highland, Illinois:

We, the undersigned, do hereby state:

1. That on the 13<sup>th</sup> day of June, 2001, the City of Highland, Illinois executed to Brian Feuquay and James Peregrin, a Cemetery Deed in its usual form granting the right of burial in and to the following described real estate, to-wit:

Grave space #3 in Lot No. 2 of Block No. 20 in the Highland City Cemetery, located in the County of Madison and State of Illinois.

2. That the annual upkeep charges are paid.
3. That the undersigned desire to transfer their interest in the following described real estate, to-wit:

Grave space #3 in Lot No. 2 of Block No. 20 in the Highland City Cemetery, located in the County of Madison and State of Illinois;

to Brian Feuquay.

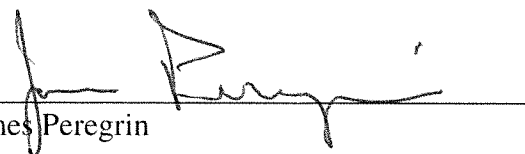
WHEREFORE, the undersigned pray that you grant them leave to transfer to Brian Feuquay the ownership and right of burial in and to the following described real estate, to-wit:

Grave space #3 in Lot No. 2 of Block No. 20 in the Highland City Cemetery, located in the County of Madison and State of Illinois;

in accordance with and subject to the ordinances of the City of Highland, Illinois, and all amendments to such Ordinances heretofore adopted and that may hereafter be adopted.

Dated the date of last signature below (*see notary blocks on page 2*).

  
\_\_\_\_\_  
Brian Feuquay

  
\_\_\_\_\_  
James Peregrin

STATE OF Missouri }  
COUNTY OF St Louis }

SS

I, Paul Smith, a Notary Public in and for said County and State aforesaid, do hereby certify that Brian Feugway, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of April, 2023.

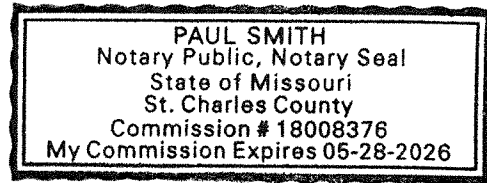
P. Smith

Notary Public

My Commission Expires:

05/28/2026

(SEAL)



STATE OF Missouri }  
COUNTY OF St Louis }

SS

I, Paul Smith, a Notary Public in and for said County and State aforesaid, do hereby certify that James Peregrin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of April, 2023.

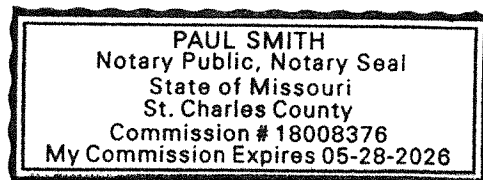
P. Smith

Notary Public

My Commission Expires:

05/28/2026

(SEAL)



City of Highland  
1115 Broadway  
Highland, IL 62249  
618-654-9881

Receipt NO: 01087611  
Date: 05/09/2023

000000

CITY OF HIGHLAND,

Burial Lot Transfer 25.00

Total Payment:  
25.00

Cash: 0.00  
Check: 25.00  
ACH: 0.00

BLOCK 20, LOT 2, GRAVE 3  
FELUQUAY/PEREGRIN TO FELUQUAY ALONE  
Thank You



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

**A RESOLUTION AUTHORIZING  
ALLOCATION OF HOTEL / MOTEL TAX FUNDING  
Highland Jaycees – 2023 Schweizerfest**

**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, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_ day of \_\_\_\_\_, 2023, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



## HOTEL/MOTEL FUND APPLICATION

(For Funding Requests in excess of \$1,500)

### Organization Information

1) Name and Address of Applicant (Organization):

Highland Incees  
PO Box 521  
Highland, IL 62249

2) Website Address: \_\_\_\_\_

3) Contact Person:

a) Name: Tricia Buehne

b) Phone: 618-977-4386

c) Fax: 618-654-2110

d) Email: tbuehne@firstmid.com

4) Is this a Non-Profit Organization? Yes  No

5) Status of Organization (i.e. Foundation, Corporation, etc): Inc.

6) Agency Tax ID # 37-1261728

### Event Information

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:

7) Fiscal Year of the Event: 2022-2023

8) Name of the Event: Schweizerfest

9) Date(s) of the Event: June 9, 10, 11

10) Location of the Event: Square

11) Description of the Event:

Annual Homecoming at Square

12) Funding Request Amount: \$ 5,000

13) Projected Attendance for the Event: 10,000-15,000

14) Expected Overnight Stays for the Event: 25

15) Description / Purpose of Funding Request:

Marketing - Signage, coasters, promo items  
Advertising - papers, social media, flyers

16) Other Sources of Project Funding:

Individual Donations: \$ -0-

Grants: \$ -0-

Private Businesses: \$ 7,500

17) Do you anticipate the need for "in-kind" services from City resources or staff? If so, please describe the nature of your request along with an estimated number of hours needed.

We are open to the idea, please let us know

18) Continuing / New Activity:

a) Is this event... New  Continuing

b) Do you expect it to be an Annual Event? Yes  No

c) Do you anticipate requiring regular and continued funding? Yes  No

d) Did you receive funding last year? Yes  No

e) If "d" = yes i) What amount did you receive? \$ \_\_\_\_\_

19) Sponsors

If applicable, please list key sponsors that donate funds or provide "in-kind" services, along with the pledged amount anticipated for the event.

SPONSOR

AMOUNT OF SPONSORSHIP

1

2

3

4

5

See attached  
Exhibit A

20) Benefits to City Tourism: Describe how this activity attracts and/or contributes to tourism and overnight stays in the City of Highland.

It's one of the biggest events Highland offers. We have attendees come from all over the state to enjoy music, food, entertainment, parade to just name a few. We have workers that come from all over as well, like vendors and spend the weekend in our amazing city. Schweizerfest is one of the reasons that makes Highland a great city.

21) Additional Information: Provide any additional information which will assist the City in evaluating your project and its benefit to the City of Highland (attachments are welcomed).

Our project is beneficial to our city because all funds raised goes directly back to the organizations that worked the event and make it possible to have annually. Also, all profit goes back to our community minus the costs that are held to continually run this project.

22) Event / Project Budget Please list all revenues and expenses, on a separate sheet (similar format) if necessary. Complete project expense information must be provided on this document. Quoted estimates must be provided when possible and when not possible, describe in an attachment how the expense was estimated.

See attached  
Exhibit B

**Revenues:**

Hotel / Motel Tax Grant	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Revenues:</b>	\$ _____

**Expenses:**

Expenditure Types	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL EXPENSES:</b>	\$ _____

23) Attach Event Plan and Budget; Timeline for upcoming event; Marketing efforts

24) Can event occur without city financial assistance:  Yes \_\_\_ No

25) Has event previously been held in Highland:  Yes \_\_\_ No

If yes, how many years in existence?

26) Projected sales tax generation: Event \_\_\_\_\_ Indirect \_\_\_\_\_

27) Number of volunteers associated with event? 200

28) Nonprofit or for profit event? nonprofit

29) Address security, traffic control for event, and Health Department and Fire Department approval in Event Plan?  Yes \_\_\_ No

30) Why should event be funded? Attach narrative.

*any assistance will help provide more marketing reach and increased attendance to our event & city*

*All assistance will help us increase people to our city, the more people that attend means more people utilizing our motels, gas stations, boutiques, restaurants and all other businesses. Additionally, more profit for us let's us donate more funds back to the organizations that assist this community.*

*Lastly I remember growing coming here. I'm from out of town so this has always drawn people here.*

I certify the information contained in this application is complete, accurate, and fully discloses the scope and intent of my request for funding from the Hotel/Motel Tax Fund. I agree to comply with the City's requests for information regarding the use of awarded funds and to provide access to accounting records related to these funds. By signing this application, I accept and agree to be bound by the terms and conditions of the Hotel/Motel Tax Fund as administered by the City of Highland in compliance with current federal, state and local laws.

Highland Joycees, Tricia Buehne  
Applicant

Tricia Buehne  
Signature of Representative / Officer

Senator  
Title

05/05/2023  
Date

Exhibit A

Schweizerfest 2023

	Business	Amount
<b>Platinum-750</b>	None	
<b>Diamond-650 (Coolie)</b>		
	Plocher Construction	\$650.00
	Essenpries Plumbing	\$650.00
	First Mid Bank	\$650.00
	Schlafly Beer	\$650.00
<b>Coaster Sponsor-450 (2)</b>		
	Trouw Nutrition	\$450.00
	Rural King	\$450.00
<b>Run Co-Sponsor-350</b>		
	The Korte Company	\$350.00
	ApexNetwork Physical Therapy	\$350.00
	Terra Properties	\$350.00
	Bank of Hillsboro	\$350.00
	Bradford National Bank	\$350.00
<b>Silver-250</b>		
	Mazzios	\$250.00
	Lee's Fine Jewlery	\$250.00
	Cedarhurst Senior Living	\$250.00
	Luitjohan's Flooring America	\$250.00
	HSHS St. Josephs	\$250.00
<b>Kids Korner-150</b>		
	Rosenthal Optometric	\$150.00
	Double J Doggie Play N Stay LLC	\$150.00
	Kloss Furniture	\$150.00
<b>Run Supporter-100</b>		
	Mathis, Marifian, & Richter	\$100.00
	Heart & Soul Yoga	\$100.00
	Rep Charlie Meier	\$100.00
	Kalmer Landscape Supply	\$100.00
	Jimmy Johns	\$100.00
	Michael's Coffee Shop	\$100.00
	Rural King	\$100.00
	Michael's Restraurant	\$100.00
	CC Food Marts	\$100.00
	Kloss Furniture	\$100.00

**Total \$7,950.00**



# Exhibit B

## Final Financial Statement

### INCOME:

2022

	<u>PROPOSED</u>	<u>ACTUAL</u>
<b>Appropriation from chapter</b>	\$ 10000	\$ 10000
<b>Value of donated items (list)</b>		
<i>Kfest Items</i>	\$ 4000	\$ 4000
<b>Other sources of income (list)</b>		
<i>Carnival Rides</i>	\$ 7000	\$ 7000
<i>Vendors</i>	\$ 5000	\$ 8095
<i>Soda</i>	\$ 1000	\$ 2000
<i>Beer</i>	\$ 27000	\$ 30000
<i>5K</i>	\$ 1500	\$ 2920
<i>Parade</i>	\$ 400	\$ 350
<i>Sponsorships</i>	\$ 10000	\$ 12300

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<b>TOTAL INCOME</b>	\$ 46000	\$ 64865
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### EXPENSES:

	<u>PROPOSED</u>	<u>ACTUAL</u>
<b>Value of donated items (list)</b>		
<i>Kfest Items</i>	\$ 4000	\$ 4000
<b>Other expenses (list)</b>		
<i>White's Sanitation</i>	\$ 3000	\$ 3400
<i>Entertainment</i>	\$ 13000	\$ 14025
<i>Marketing/PR</i>	\$ 6000	\$ 6253
<i>5K Timing, Shirts, Trophies, Snacks, Etc.</i>	\$ 2000	\$ 1959
<i>Beverages (Soda/Beer)</i>	\$ 16000	\$ 15467
<i>Sponsorship Mailings</i>	\$ 300	\$ 269
<i>Tents</i>	\$ 4000	\$ 3875

<b>Return of appropriation from chapter</b>	\$ 10000	\$ 10000
<b>Return to chapter (profit)</b>	\$ 10 600	\$ 15 617

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<b>TOTAL EXPENSES</b>	\$46000	\$64865
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this start up for next year

Large projects we have done  
Dog Park  
Square renovation  
Kurtz Rec center

We then have a debate of where to allocate all of this money. We hold a little and put in account for when city



# CITY OF HIGHLAND

**To:** Mayor and Council Members  
**From:** Mallord Hubbard, Economic Development Coordinator  
**Date:** May 10, 2023  
**Subject:** Approval of Hotel/Motel Funding for Schweizerfest

---

## RECOMMENDATION


I am recommending the Council approve Hotel/Motel funds to the Highland Jaycees for 2023 Schweizerfest.

## DISCUSSION

Staff has reviewed the application request and determined that it meets the requirement for Hotel/Motel tax funding.

## FISCAL IMPACT

Subject to approval, funding in the amount of \$5,000 will be appropriated from the Hotel/Motel Tax Budget for this item.

Recommended by:   
Mallord Hubbard, Economic Development Coordinator

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

**A RESOLUTION AUTHORIZING  
ALLOCATION OF HOTEL / MOTEL TAX FUNDING  
Highland Historical Society – 2023 Homestead Harvest Days**

**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, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_ day of \_\_\_\_\_, 2023, 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 Historical Society

Contact Person: Sharon R. Hargus

Phone: 618-799-9882

Fax: \_\_\_\_\_

Email: homesteadharvestdays@gmail.com

### Event Information:

1. Name of the Event: Homestead Harvest Days

2. Date(s) of the Event: September 8, 9, 10, 2023

3. Location of the Event: Louis Latzer Homestead 1464 Old Trenton Road Highland, IL 62249

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

A celebration of history and educational recognition of the significance of the farming community to America's growth.

On Friday, all fourth graders from the Highland Community School District attend the event for the historical tours and farming demonstrations.

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:

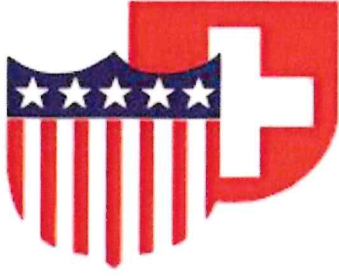
We want to increase our advertising contact area to draw additional visitors to the City of Highland.

Note: Our advertising budget has been limited because of cost involved in producing the event. With additional advertising dollars, we hope to increase our attendance. We will also be taking advantage of the advertising discount offered by the Illinois South Tourism Bureau to extend our available marketing fund.

6. Funding Request Amount: \$ 1000

7. Projected Attendance for the Event: 1500

8. Expected Overnight Stays for the Event: unknown – 3 day/ 2 night event



# CITY OF HIGHLAND

**To:** Mayor and Council Members  
**From:** Mallord Hubbard, Economic Development Coordinator  
**Date:** May 10, 2023  
**Subject:** Approval of Hotel/Motel Funding for Homestead Harvest Days

---

## RECOMMENDATION


I am recommending the Council approve Hotel/Motel funds to the Highland Historical Society for Homestead Harvest Days.

## DISCUSSION

Staff has reviewed the application request and determined that it meets the requirement for Hotel/Motel tax funding.

## FISCAL IMPACT

Subject to approval, funding in the amount of \$1,000 will be appropriated from the Hotel/Motel Tax Budget for this item.

Recommended by:   
Mallord Hubbard, Economic Development Coordinator

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

**ORDINANCE AUTHORIZING THE SALE OF CITY OWNED  
SURPLUS REAL ESTATE, SPECIFICALLY 1808 OLIVE STREET,  
TO WGO INVESTMENTS LLC, PURSUANT TO CONTRACT AS ATTACHED**

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

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

WHEREAS, City has the authority to sell surplus real estate pursuant to 65 ILCS 5/11-76-2:

65 ILCS 5/11-76-2

Sec. 11-76-2. An ordinance directing a sale, or a lease of real estate for any term in excess of 20 years, shall specify the location of the real estate, the use thereof, and such conditions with respect to further use of the real estate as the corporate authorities may deem necessary and desirable to the public interest. Before the corporate authorities of a city or village make a sale, by virtue of such an ordinance, notice of the proposal to sell shall be published once each week for 3 successive weeks in a daily or weekly paper published in the city or village, or if there is none, then in some paper published in the county in which the city or village is located. The first publication shall be not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice shall contain an accurate description of the property, state the purpose for which it is used and at what meeting the bids will be considered and opened, and shall advertise for bids therefor. All such bids shall be opened only at a regular meeting of the corporate authorities. The corporate authorities may accept the high bid or any other bid determined to be in the best interest of the city or village by a vote of 3/4 of the corporate authorities then holding office, but by a majority vote of those holding office, they may reject any and all bids.

and;

WHEREAS, by a previously passed Ordinance, according to 65 ILCS 5/11-76-2, City declared City owned property surplus, more particularly described as:

- a. PPN# 01-2-24-05-16-403-028;**
- b. Address: 1808 Olive Street, Highland, IL 62249;**
- c. Legal Description: Zolk Suppiger Arduesers Add Lot 8 50 X 141;**

(hereinafter “Property”); and

WHEREAS, City has determined the requirements of 65 ILCS 5/11-76-2 have been met as follows:

1. Location of the Property: 1808 Olive Street, Highland, IL 62249;
2. Use of the Property: vacant lot;
3. Further use of the Property: Residential; City requires purchaser to comply with all zoning and City Code requirements;
4. Notice of the sale of the Property:  
  
Publication: Pioneer Newspaper:
  - a. On or about August 17, 2022
  - b. On or about August 24, 2022;
  - c. On or about August 31, 2022;
5. Opening of the bids: bids were opened on September 19, 2022; no bids were received at that time;
6. Subsequent bids: City received a bid of \$5,000.00 from WGO Investments, LLC.

and

WHEREAS, according to 65 ILCS 5/11-76-2, City complied with all notice and bidding requirements, and City is authorized to accept subsequent bids for consideration by the City Council; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$5,000.00 to WGO Investments LLC pursuant to the terms of the signed contract attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute any documents necessary to complete the sale of the Property for \$5,000.00 to WGO Investments LLC.

**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 it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$5,000.00 to WGO Investments LLC pursuant to the terms of the signed contract attached hereto as **Exhibit A**.



*Section 3.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the City Manager and/or Mayor to execute whatever documents may be necessary to sell the Property for \$5,000.00 to WGO Investments LLC pursuant to the terms of the signed contract attached hereto as **Exhibit A**.

*Section 4.* 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 \_\_\_\_\_, 2023, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSTAIN:

APPROVED:

---

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

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

## REAL ESTATE SALES CONTRACT

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

**THIS REAL ESTATE SALES CONTRACT** ("Agreement"), by and between City of Highland, Illinois ("CITY") and WGO Investments LLC ("WGO"), is made and entered into effective as of the date the last Party executes the Agreement, and subject to 2/3 approval by the City Council (the "Effective Date"). CITY and WGO may be referred to individually as "Party", or collectively as the "Parties."

### **I. Sale of Property.**

- a. CITY agrees to sell, transfer, and convey to WGO, and WGO agrees to purchase from CITY, in accordance with the terms of this Agreement, all of CITY's right, title, estate, and interest in and to a portion of that certain real property known as:
  - a. PPN# 01-2-24-05-16-403-028;
  - b. Address: 1808 Olive Street, Highland, IL 62249;
  - c. Legal Description: Zolk Suppiger Arduesers Add Lot 8 50 X 141;

(the "Property").

### **II. Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is five thousand dollars and no cents (**\$5,000.00**), which shall be paid as follows:

- a. Payment at Closing. At Closing, WGO shall pay to CITY the balance of the Purchase Price for the Property, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.

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

- a. Taxes. All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to WGO. The Taxes which are charged to WGO pursuant hereto shall be a Permitted Encumbrance, as defined below; and WGO shall be responsible for the payment of all of such Taxes, when they become due.

b. Release of Encumbrances. CITY shall convey to WGO, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by WGO that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by WGO that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of WGO, or WGO's employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which WGO expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances."

Other than the Permitted Encumbrances, on or before Closing, CITY shall cause, at CITY's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by WGO ("CITY Encumbrances"), to be satisfied and released, unless they are assumed by WGO at Closing. The proceeds due at Closing may be applied to satisfy or pay any such CITY Encumbrances.

c. Expenses. CITY shall be responsible to pay for all expenses in connection with the payment of any CITY Encumbrances and recording costs to release any CITY Encumbrances, CITY's attorneys' fees, real estate transfer or documentary taxes.

WGO shall be responsible to pay for the recording fee for the deed, WGO's attorneys' fees, WGO's title insurance endorsements, if any, WGO's lender's policy of title insurance and any endorsements thereto, if any, WGO's tests and inspections, WGO's survey, the premium for WGO's basic owner's policy of title insurance in the amount of the Purchase Price, and such other expenses provided to be paid by WGO herein. **WGO shall also be responsible for paying 100% of any customary escrow or closing costs / fees charged by the Title Company.**

**IV. Items to be delivered to WGO.** After purchase of the Property, CITY shall deliver to WGO, in the form of photocopies of executed originals, any documents related to the Property that CITY is aware of and able to locate ("CITY Documents"). CITY shall make every reasonable effort to locate and deliver to WGO all CITY Documents. WGO acknowledges and agrees that CITY acquired the Property years ago and, as a result, CITY may not be aware of the location or existence of some, or all of, the CITY Documents. Based on this information, WGO acknowledges and agrees that CITY will be deemed to have complied with this Section 4, if CITY provides to WGO the CITY Documents that are known to exist, if any, by CITY after purchase of the Property, and without any obligation or duty being imposed on CITY to investigate or to confirm the accuracy or completeness of the CITY Documents.

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

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

**VI.** **Contingencies.** In addition to any other conditions set forth in this Agreement, WGO's obligation to consummate the purchase provided for herein shall be subject to fulfillment of the following items by WGO on or before ninety (90) days from execution of this contract, and subject to any and all following required action(s) by WGO (the "Contingency Date") (each a "Contingency" and collectively, the "Contingencies"):

- a. **Title Commitment/Examination.** WGO, at WGO's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. WGO shall notify CITY, in writing, on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to WGO; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to WGO shall be subject.
- b. **Physical Inspection.** WGO shall be satisfied with the results of the Investigations. WGO shall notify CITY, in writing, of any condition disclosed during its Investigations that is not satisfactory to WGO and CITY shall have thirty (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. **Survey.** WGO, at its sole cost and expense, may order a survey of the Property (the "Survey"). WGO shall notify CITY, in writing, on or prior to the expiration

of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to WGO, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by WGO. WGO shall notify CITY, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to WGO. If WGO fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to CITY that: (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if WGO would have secured a survey, such items shall be Permitted Encumbrances.

- d. Permitted Use. WGO shall determine the existing zoning and other governmental regulations that permit the use of the Property for WGO's intended use.

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

**If WGO does give written notice to CITY on or before the Contingency Date that any one of the Contingencies has not been satisfied, and CITY cannot cure the Contingency within thirty (30) days of being put on notice by WGO, this Agreement shall be terminated and be of no further force or effect, except for WGO's obligations and indemnity as stated herein. The thirty (30) day deadline for CITY to cure any Contingencies may be extended by written agreement signed by both CITY and WGO.**

## **VII. Closing**

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at the Title Company, on a date to be mutually determined by CITY and WGO, or after all Contingencies are waived or cured ("Closing Date").
- b. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. CITY shall deliver possession of the Property to WGO at Closing and shall remove any and all personal property that will be retained by CITY at that time.
- d. CITY's Obligations at Closing. At Closing, CITY shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "CITY's Obligations") upon satisfaction of WGO's Obligations (as defined below):

1. Deed. A Warranty Deed conveying fee simple title of the Property to WGO, subject to the Permitted Encumbrances.
  2. P-Tax. Execute along with WGO, an Illinois Transfer Tax Declaration Form.
  3. CITY's Affidavit. A commercially reasonable CITY's Seller's Affidavit.
  4. Non-Foreign CITY Affidavit. An affidavit of CITY in form and substance satisfactory to WGO setting forth CITY's United States taxpayer identification number and certifying that CITY is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.
  5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or WGO to be delivered by CITY or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from CITY.
- e. WGO's Obligations at Closing. At Closing, WGO shall, in addition to any other obligations of WGO as set forth in this Agreement, execute and deliver the following items to CITY or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):
1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).
  2. P-Tax. Execute along with CITY an Illinois Transfer Tax Declaration.
  3. Deed. Acknowledge and accept a copy of CITY's Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
  4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or CITY to be delivered by WGO or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to CITY.

**VIII. Notices**. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered, mailed, transmitted by telefax, or transmitted by email to the applicable addresses as follows:

If to CITY:

City of Highland, Illinois  
Attn: Chris Conrad, City Manager  
1115 Broadway  
PO Box 218  
Highland, IL 62249

If to Purchaser:

WGO Investments LLC  
Attn: Tim O'Donnell  
229 E. Ferguson Avenue  
Wood River, IL 62095

**IX. Additional Covenants.**

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

**X. AS IS.**

- a. WGO ACKNOWLEDGES AND AGREES THAT CITY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH WGO OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER

OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WGO FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, WGO IS RELYING SOLELY ON WGO'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY CITY, OR CITY'S OWNERS, AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. WGO FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED, OR TO BE PROVIDED, WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT CITY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. WGO FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY CITY AND PURCHASED BY WGO SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

**XI. Litigation.**

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



## **XII. Defaults and Remedies**

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

## **XIII. Miscellaneous**

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of CITY.
- b. 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.
- c. 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.
- d. 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.
- e. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from

the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.

- f. Entire Agreement. This Agreement constitutes the entire agreement between CITY and WGO, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon CITY or WGO unless in writing and signed by CITY and WGO. No subsequent amendment or change to an addendum shall be binding, unless signed by all parties.
  
- g. 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, it being recognized that CITY and WGO have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
  
- h. Compliance with Laws, Regulations, and Accreditation. WGO and CITY believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should WGO or CITY have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, WGO or CITY shall give written notice to the other Party 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 first providing notice of the need to amend this Agreement to comply with laws and regulations, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the Parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both CITY and WGO shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

SIGNATURE PAGE TO FOLLOW

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

City of Highland, Illinois:

WGO Investments LLC:

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

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

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

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



# City of Highland

May 8, 2023

To: Chris Conrad, City Manager

From: Breann Vazquez, Director of Community Development

RE: Sale of 1808 Olive Street – REVISED

I recommend that the City Council agree to sell 1808 Olive Street by ordinance to WGO Investments LLC for \$5,000.

The home on this property was demolished in October 2020 due to being structurally compromised and causing a public safety hazard. Heirs of the estate deeded the property to the City in May 2021. The City has maintained the property to date. City staff has attempted to sell this property multiple times with no success.

The proposed buyer plans to construct a single family home on the lot.

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

**ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND  
SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL,  
SPECIFICALLY A 1998 PIERCE FIRE ENGINE**

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

**WHEREAS**, 65 ILCS 5/11-76-4 provides that whenever a municipality in the state of Illinois owns any personal property which, in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or in the best interests of the municipality to keep, a majority of the corporate authorities at any regular or special meeting called for that purpose, may: (1) by Ordinance authorize the sale of such personal property in whatever manner they designate with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property to the use of the City; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

**WHEREAS**, the Fire Department currently owns a 1998 Pierce Fire Truck (“Pierce Fire Truck”); and

**WHEREAS**, in the opinion of this City Council, the Pierce Fire Truck is no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property; and

**WHEREAS**, the Fire Chief has informed the City Council the Pierce Fire Truck will be sold for the highest value possible, or disposed of if deemed to have no little or no value; and

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

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

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

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

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

*Section 3.* The City Manager, or his designee, is directed and authorized to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee.

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

Passed by the City Council and approved by the Mayor of the city of Highland, Illinois and deposited and filed in the office of the City Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSTAIN:

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  
**Fire Department**  
Chris Straub, Fire Chief



**MEMO TO:** Chris Conrad, City Manager  
**FROM:** Chris Straub, Fire Chief  
**DATE:** May 4, 2023  
**SUBJECT:** Declaring Surplus Property for the Highland Fire Department.  
Recommendation for approval.

**RECOMMENDATION**

I recommend that you request council approval to declare the 1998 Pierce fire engine as surplus property.

**DISCUSSION**


This apparatus will be replaced by the purchase of a 2023 Toyne fire engine. The fire engine has numerous mechanical issues and is becoming unreliable. The vehicle will be placed for sale.

**FISCAL IMPACT**

Funds from the sales will go into the division account and used towards getting the items needed to place the new fire engine in service

**CONCURRENCE**

Recommended by:  Date: 5/4/2023  
*Chris Straub, Fire Chief*

Approved by:  Date: 5/9/2023  
*Chris Conrad, City Manager*



2525 West State Road 114  
Rochester, IN 46975  
(800) 700-7878  
Fax: (800) 865-8517

www.republicfirstnational.com

May 2, 2023

To: Orin Snodgrass  
Vendor: Dinges Fire Company  
From: Stephanie Perez

Customer: City of Highland

Thanks for the opportunity to give you a quote on your latest project!

Equipment: New Toyne Engine

Unit Cost: \$ 575,165.92  
Down Payment: \$ 0.00  
Net Financed: \$ 575,165.92  
Frequency of Payments: Annual

No. of Payments:	<u>7</u>	<u>10</u>	<u>15</u>
Payments:	\$ 98,929.36	\$ 74,155.25	\$ 57,292.52
Factor:	0.17200	0.12893	0.09961
APR:	4.85%	4.89%	5.49%

Delivery Date: To be determined  
First Lease Payment Due: May, 2024

- \* A document fee of \$299 is due upon signing.
- \* 10 year fixed rate. After the 10th year, at the sole discretion of the Obligee, payments can be adjusted based on an index determined by Obligee and will remain fixed for the remaining payments.
- \* To qualify for the quoted rates, audited financial statements required.
- \* This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- \* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- \* Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- \* Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,  
Republic First National Corporation

Stephanie Perez  
stephanie@rfnonline.com



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

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND  
AUTHORIZING PURCHASE OF 2023 TOYNE FIRE ENGINE  
FROM DINGES FIRE COMPANY FOR \$575,165.92**

**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 Fire Chief has informed the City Council that the Fire Department is in need of a new fire truck; and

**WHEREAS**, the Fire Chief has informed the City Council that quotes for a new fire truck were solicited from Fire apparatus Supply Team, Banner Fire, and Dinges Fire Company (“Dinges”); and

**WHEREAS**, the Fire Chief has informed the City Council that Dinges can sell City a 2023 Toyne Fire Engine (“Toyne”) which offers more needed features at a lower cost; and

**WHEREAS**, the Fire Chief has informed the City Council that Dinges can deliver the new Toyne fire truck within 6-12 months, compared to at least 24 months for delivery from competitors; and

**WHEREAS**, the Fire Chief has informed the City Council that Dinges can sell City the Toyne fire truck for \$575,165.92 (*See Exhibit A*; “Dinges Proposal”); and

**WHEREAS**, the Fire Chief recommends purchasing the Toyne fire truck according to the Dinges Proposal (**Exhibit A**) for the reasons stated herein; and

**WHEREAS**, the City Council finds that the Dinges Proposal (**Exhibit A**) is fair and reasonable and, so, should be approved; and

**WHEREAS**, the City Council deems it to be in the best interests of City to waive the competitive-bidding requirement that would otherwise apply and to purchase the Toyne fire truck according to the Dinges Proposal (**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 purchase of the Toyne fire truck, according to the Dinges Proposal (**Exhibit A**), is approved.

*Section 3.* The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase as set forth in the Dinges Proposal (**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 \_\_\_\_\_, 2023, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSTAIN:

APPROVED:

---

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

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



## Who Qualifies for Low-Cost Financing?

- Municipalities
- Municipal Fire and EMS Departments
- Public Works Departments
- Educational Institutions

## Consider the advantages of lease purchase financing for your next purchase:

- 100% financing is available
- Competitive and affordable interest rates
- Flexible terms to meet your needs (monthly, quarterly, semi-annual and annual)
- Delayed payments (start paying next fiscal year)
- Ownership after your final payment
- Lower interest rates due to tax-exempt status

## You Can Finance:

- Police Cars
- Fire Apparatus
- Ambulances
- Buses
- Snow Plows
- Street Sweepers
- Dump Trucks
- Mowers
- Sewer Machines
- 911 Systems
- New Construction
- Building Expansion and Renovation
- Energy Management
- Computers & Copiers
- And More

To see if lease purchase financing is the best option for you, contact the experts at **Republic First National**.



## LEASE PURCHASE FINANCING

- No large, upfront cash outlay.
- Lease purchase financing provides for purchasing of an asset through installment payments.
- You build equity with each payment, and own the equipment after making the final payment. Unlike a car lease, this is not a rental plan.
- For municipalities, lease purchase financing is considered tax exempt financing. We are exempt from paying federal income tax on the interest. We pass those savings on to you in the form of lower interest rates.
- Lease purchase financing is not considered debt in most states, so only the current year's lease payment is included in your budget and no voter approval is required.

Keep in mind lease purchase financing is not a rental plan. You **build equity** with each payment and **own the equipment** at the end of the repayment term.

**800.700.7878**

or visit  
[www.republicfirstnational.com](http://www.republicfirstnational.com)



2525 West State Road 114  
 Rochester, IN 46975  
 Phone: (800) 700-7878  
 Fax: (800) 865-8517

www.republicfirstnational.com

### MUNICIPAL CREDIT APPLICATION

Please return completed application with required financial information.

Legal Name of Obligor:		Fed. Tax ID #:	
Address:			
City:	County:	State:	Zip:
Contact Person:		Title:	
Phone:		Fax:	
Email Address:		Alt Contact Email Address:	
Alternative Contact Person:		Title:	Phone:
Date municipal entity was established:		Does the obligor self-insure for property & liability insurance?	
Name of Insurance Company:		Insurance Contact Person:	
Ins. Contact Phone:		Ins. Contact Email Address:	
Total Cost of Equipment/Project: \$		Term (years):	
*Down Payment: \$	Source of Down Payment:		
Trade In: \$	Delivery Date:		
Other: \$	Payment Due:	<input type="checkbox"/> Advance	<input type="checkbox"/> Arrears
Amount to Finance: \$	Payments:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual
*Obligor's down payment should be made before or at delivery. Proof of down payment is required prior to payment of any contract proceeds, unless otherwise negotiated.			
Has the obligor paid, or does obligor intend to pay, a vendor for any portion of the equipment being financed with the intent of being reimbursed with proceeds from this financing? <input type="checkbox"/> Yes <input type="checkbox"/> No			
How will the contract payments be made? <input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Other (specify)			
What fund will the remaining contract payments be made from? <input type="checkbox"/> General <input type="checkbox"/> Special (specify)			
Will any federal monies be applied to the contract payments? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.			
Equipment Description:			
New Equipment:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, list age of equipment or date manufactured:	
Refurbished:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Year:	
Replacement:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Age of current equipment:	Year purchased:
If not a replacement, why is the equipment needed?			
Buyout Included:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount of buyout included: \$	
Soft Costs Included:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount of soft costs included (shipping, software, and sales tax): \$	
Physical location of equipment after delivery:			
Describe the essential use of the equipment:			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the project a building? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who owns the land?			
What is the physical address of the new building/project?			

- Three (3) most recently completed Audits or year-end Financial Statements
- If the fiscal year end of the Audit is more than six (6) months ago, also provide year-to-date Balance Sheet with Debt Service Commitments and Income Statement
- Current Budget

Completed By (signature):	Printed Name and Title:	Date:
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- Additional financial information may be requested if deemed necessary during credit review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."



## WHAT MAKES LEASING ATTRACTIVE TO FIRE AND EMS DEPARTMENTS?

(800) 700-7878 • [www.republicfirstnational.com](http://www.republicfirstnational.com)

### **HASSLE FREE CREDIT PROCESS**

For equipment under \$150,000, all the Department fills out is a one page credit application and sends it in with the Department's last three year-end financial statements.

### **FLEXIBLE TERMS.**

Payment terms can be arranged to suit the available budget. You can make your payments over 2 to 15 years (depending upon the equipment).

**\* Annually \* Semi-Annually \* Quarterly \* Monthly \***

### **OWNERSHIP OF THE EQUIPMENT.**

During the lease, title to the equipment usually resides with the lessee so that the Department's sales and property tax exemptions apply. After completing the payments the Department owns the equipment, there is no balloon or residual payment at completion.

### **PAY IT OFF AT ANY TIME.**

If funds become available, the lease can be paid off at any time after completion of the first fiscal year. A detailed schedule showing the purchase option after each payment is provided for the Department.

### **DEFERRED PAYMENTS.**

Deferrals, down-payments and advanced payments can also be arranged for the Department's benefit. Up to 100% of the equipment cost can be financed, and training and maintenance can also be included. Lease Purchase is an ownership plan, not a rental.

### **NOTHING DOWN.**

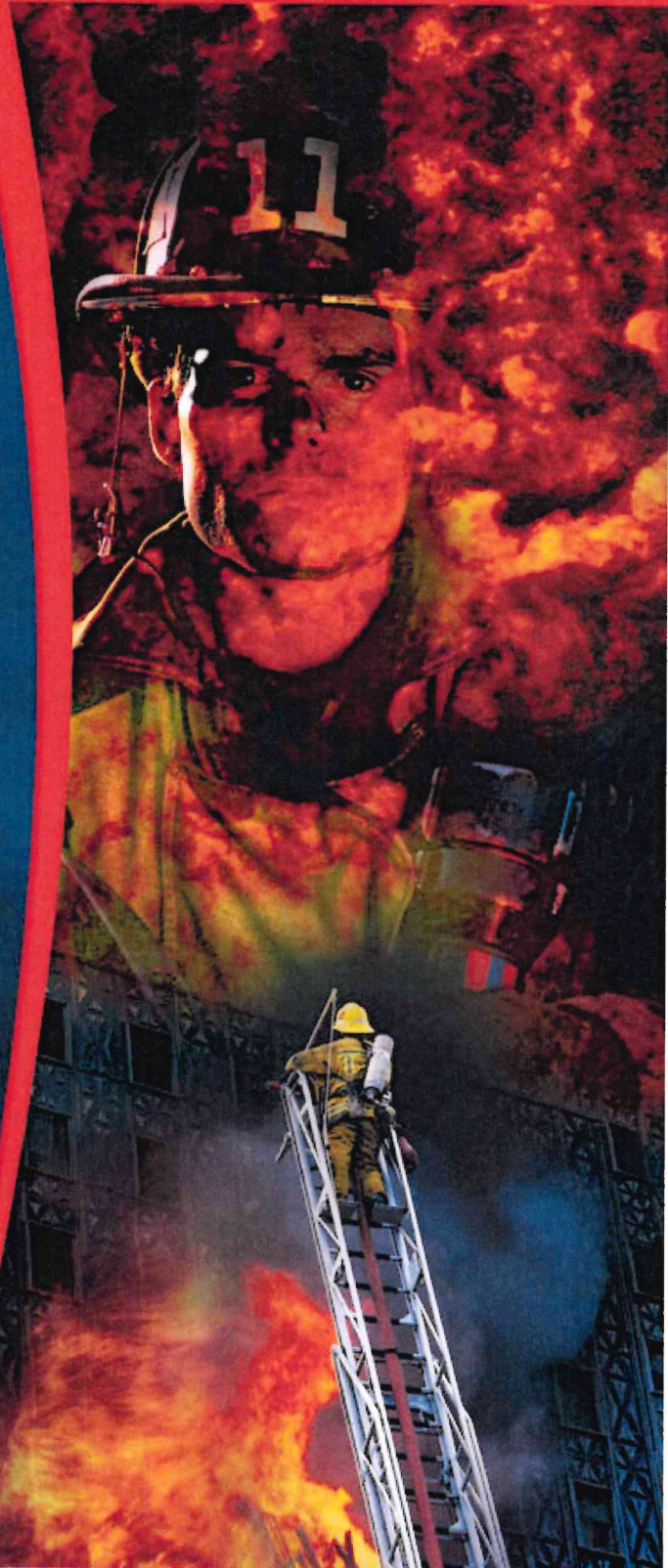
Under most payment plans, no down payment or security deposit is required. However, structuring the lease with advance payments may lower the net cost of financing to the lessee. Republic First National Corporation can also defer the 1st payment up to one (1) year.

### **NO VOTER APPROVAL IS NECESSARY FOR MUNICIPAL DEPARTMENTS.**

Lease Purchase financing allows the Municipal Departments to get the equipment they need immediately without waiting for voter approval through a bond issue.

### **NON-APPROPRIATION.**

Leases for municipal departments are characterized by a Non-Appropriation clause which specifies that the lease may be terminated in the event funds are not made.





## PROPOSAL TO FURNISH FIRE APPARATUS

**TO: Highland Fire Department**  
1122 Broadway  
Highland, IL 62249

**DATE:** 05/02/2023

**DEALER: Dinges Fire Company**

Toyne, Inc. hereby proposes to manufacture and furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

*Toyne Side Mount Demo #13522 Built on Spartan Metro Star chassis,  
for the sum of:*

*Five Hundred Seventy-Five Thousand, One Hundred – Six and Ninety- Two cents.  
\$575,165.92*

*5% Down Payment required. See purchase agreement for payment details*

No federal, state or local taxes are included.

Delivery shall commence December 2023.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by TOYNE, INC. of the properly signed and executed contract and addendum(s), The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

**TERMS OF PAYMENT:** All apparatus shall be paid NET UPON DELIVERY AND ACCEPTANCE. In the event equipment shortages occur, the PURCHASER is to pay full purchase price less a 5% retainage for such shortage. Any amount deducted is then payable upon receipt and acceptance of such shortages.

All prices or quotations are subject to change or withdrawal unless accepted within 30 days from the date herein set forth.

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

Authorized Sales Representative, Toyne, Inc.



## CONTRACT CHANGE ORDER FORM #2

Department: Dinges Demo  
 TID: 13522  
 Dealer: Dinges Fire  
 Date: 04/24/23  
 Billed Separately? no

This change order is a legal document that changes the content of the contractual agreement between Toyne, Inc. and the purchaser. It does not become effective until it is signed by all parties listed below. Each change must be numbered sequentially and must include the Quotewriter option number and price. If the item to be changed is not listed in the QW master file, the special pricing worksheet must be attached to this form.

Item #	Ind*	QW Number	Description of Change	Charge Amount
1	A	60-04-0100	Add (1) 110 volt shoreline in the cab on the side of the doghouse, driver side.	\$374.00
2	A	95-10-2620	Add treadplate EMS cabinet between the rear facing seats, 22"h x 32" W x 14-22" d with webbing (Toyne part# IC1140)	\$4,183.00
3	A	60-04-1000	Add (1) 110 volt shoreline in the D2 compartment	\$607.00
4	A		Add smoother aluminum toolboard to the unistrut already in the D2 compartment	\$733.00
5	A		Add (1) 600 lb slidemaster rollout 100% extension tray	\$842.00
6	A		Add Zico hydraulic tool lazy susan on tray in P3	<del>\$3,154.00</del>
7	C		Delete the paint on the upper body sides.	(\$2,480.00)
8				\$0.00
9				\$0.00

\* IND - (CL) Clarification, ( C ) Change, (A) Addition, (D) Delete

<b>Charge Amount</b>
<b>\$7,413.00</b>

Amount added to Final Invoice for Change Order #2	\$7,413.00	4259.00 =
Total Added to Final Invoice for Previous Change Orders	#REF!	
<b>Total to be Added to Final Invoice</b>	<b>#REF!</b>	

Amount to be Billed Separate on Change order #2	<b>\$0.00</b>
Amount to be Billed Separate from Previous Change Orders	<b>\$0.00</b>
<b>Total to be Billed Separate</b>	<b>\$0.00</b>

Customer Representative: \_\_\_\_\_

Dealer Representative:

---

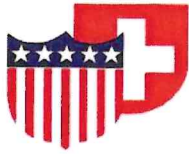
Toyne Inc. Representative:

---

Date Accepted:

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City of Highland  
**Fire Department**  
Chris Straub, Fire Chief



Memo To: Chris Conrad, City Manager

From: Chris Straub, Fire Chief

Date: May 4, 2023

Subject: Purchase of 2023 Toyne Fire Engine

***Recommendation***

I recommend that you request councils approval to waive normal and customary bidding practices and award the purchase of a new 2023 Toyne Fire Engine to Dinges Fire Company in Amboy, IL for the amount of \$575,165.92. This purchase is through a governmental purchasing contract with HGACBuy.

***Discussion***

The Highland Fire Department viewed numerous apparatus including meeting with Fire Apparatus Supply Team and Banner Fire Equipment, which are well known dealers for fire engines. All the fire engines were sufficient to the needs of the Fire Department, however, the Dinges Fire Company apparatus offers more needed features than the others at a lower cost. Dinges Fire Company offers the purchasing benefit of receiving the apparatus within the next 6 – 12 months compared to 24 months due to this apparatus being a demonstrator build.

This new apparatus will replace a 1998 Pierce fire engine. The Fire Department paid a dealer to complete inspections on each fire engine. When the inspections were completed, it was found this apparatus needed significant repairs. Due to its age and wear and tear, numerous items were at the end of their life span. The cost of repair on this apparatus would supersede the value of the vehicle. This apparatus would be sold and the monies earned from the sale will be returned to the city fund.

Recommended by:   
Chris Straub, Fire Chief

Date: 5/4/2023

Approved by:   
Chris Conrad, City Manager

Date: 5/9/2023



## Who Qualifies for Low-Cost Financing?

- Municipalities
- Municipal Fire and EMS Departments
- Public Works Departments
- Educational Institutions

## Consider the advantages of lease purchase financing for your next purchase:

- 100% financing is available
- Competitive and affordable interest rates
- Flexible terms to meet your needs (monthly, quarterly, semi-annual and annual)
- Delayed payments (start paying next fiscal year)
- Ownership after your final payment
- Lower interest rates due to tax-exempt status

## You Can Finance:

- Police Cars
- Fire Apparatus
- Ambulances
- Buses
- Snow Plows
- Street Sweepers
- Dump Trucks
- Mowers
- Sewer Machines
- 911 Systems
- New Construction
- Building Expansion and Renovation
- Energy Management
- Computers & Copiers
- And More

To see if lease purchase financing is the best option for you, contact the experts at **Republic First National**.



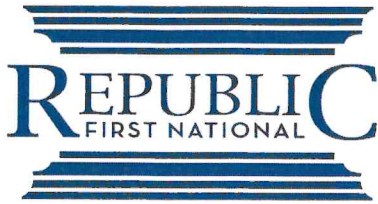
## LEASE PURCHASE FINANCING

- No large, upfront cash outlay.
- Lease purchase financing provides for purchasing of an asset through installment payments.
- You build equity with each payment, and own the equipment after making the final payment. Unlike a car lease, this is not a rental plan.
- For municipalities, lease purchase financing is considered tax exempt financing. We are exempt from paying federal income tax on the interest. We pass those savings on to you in the form of lower interest rates.
- Lease purchase financing is not considered debt in most states, so only the current year's lease payment is included in your budget and no voter approval is required.

Keep in mind lease purchase financing is not a rental plan. You **build equity** with each payment and **own the equipment** at the end of the repayment term.

**800.700.7878**

or visit  
[www.republicfirstnational.com](http://www.republicfirstnational.com)



2525 West State Road 114  
 Rochester, IN 46975  
 Phone: (800) 700-7878  
 Fax: (800) 865-8517

www.republicfirstnational.com

### MUNICIPAL CREDIT APPLICATION

Please return completed application with required financial information.

Legal Name of Obligor:		Fed. Tax ID #:	
Address:			
City:	County:	State:	Zip:
Contact Person:		Title:	
Phone:		Fax:	
Email Address:		Alt Contact Email Address:	
Alternative Contact Person:		Title:	Phone:
Date municipal entity was established:		Does the obligor self-insure for property & liability insurance?	
Name of Insurance Company:		Insurance Contact Person:	
Ins. Contact Phone:		Ins. Contact Email Address:	
Total Cost of Equipment/Project: \$		Term (years):	
*Down Payment: \$	Source of Down Payment:		
Trade In: \$	Delivery Date:		
Other: \$	Payment Due:	<input type="checkbox"/> Advance	<input type="checkbox"/> Arrears
Amount to Finance: \$	Payments:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual
*Obligor's down payment should be made before or at delivery. Proof of down payment is required prior to payment of any contract proceeds, unless otherwise negotiated.			
Has the obligor paid, or does obligor intend to pay, a vendor for any portion of the equipment being financed with the intent of being reimbursed with proceeds from this financing? <input type="checkbox"/> Yes <input type="checkbox"/> No			
How will the contract payments be made? <input type="checkbox"/> Check <input type="checkbox"/> ACH <input type="checkbox"/> Other (specify)			
What fund will the remaining contract payments be made from? <input type="checkbox"/> General <input type="checkbox"/> Special (specify)			
Will any federal monies be applied to the contract payments? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.			
Equipment Description:			
New Equipment:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, list age of equipment or date manufactured:	
Refurbished:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Year:	
Replacement:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Age of current equipment:	Year purchased:
If not a replacement, why is the equipment needed?			
Buyout Included:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount of buyout included: \$	
Soft Costs Included:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Amount of soft costs included (shipping, software, and sales tax): \$	
Physical location of equipment after delivery:			
Describe the essential use of the equipment:			
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the project a building? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who owns the land?			
What is the physical address of the new building/project?			

- Three (3) most recently completed Audits or year-end Financial Statements
- If the fiscal year end of the Audit is more than six (6) months ago, also provide year-to-date Balance Sheet with Debt Service Commitments and Income Statement
- Current Budget

Completed By (signature):	Printed Name and Title:	Date:
---------------------------	-------------------------	-------

- Additional financial information may be requested if deemed necessary during credit review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."



## WHAT MAKES LEASING ATTRACTIVE TO FIRE AND EMS DEPARTMENTS?

(800) 700-7878 • [www.republicfirstnational.com](http://www.republicfirstnational.com)

### **HASSLE FREE CREDIT PROCESS**

For equipment under \$150,000, all the Department fills out is a one page credit application and sends it in with the Department's last three year-end financial statements.

### **FLEXIBLE TERMS.**

Payment terms can be arranged to suit the available budget. You can make your payments over 2 to 15 years (depending upon the equipment).

**\* Annually \* Semi-Annually \* Quarterly \* Monthly \***

### **OWNERSHIP OF THE EQUIPMENT.**

During the lease, title to the equipment usually resides with the lessee so that the Department's sales and property tax exemptions apply. After completing the payments the Department owns the equipment, there is no balloon or residual payment at completion.

### **PAY IT OFF AT ANY TIME.**

If funds become available, the lease can be paid off at any time after completion of the first fiscal year. A detailed schedule showing the purchase option after each payment is provided for the Department.

### **DEFERRED PAYMENTS.**

Deferrals, down-payments and advanced payments can also be arranged for the Department's benefit. Up to 100% of the equipment cost can be financed, and training and maintenance can also be included. Lease Purchase is an ownership plan, not a rental.

### **NOTHING DOWN.**

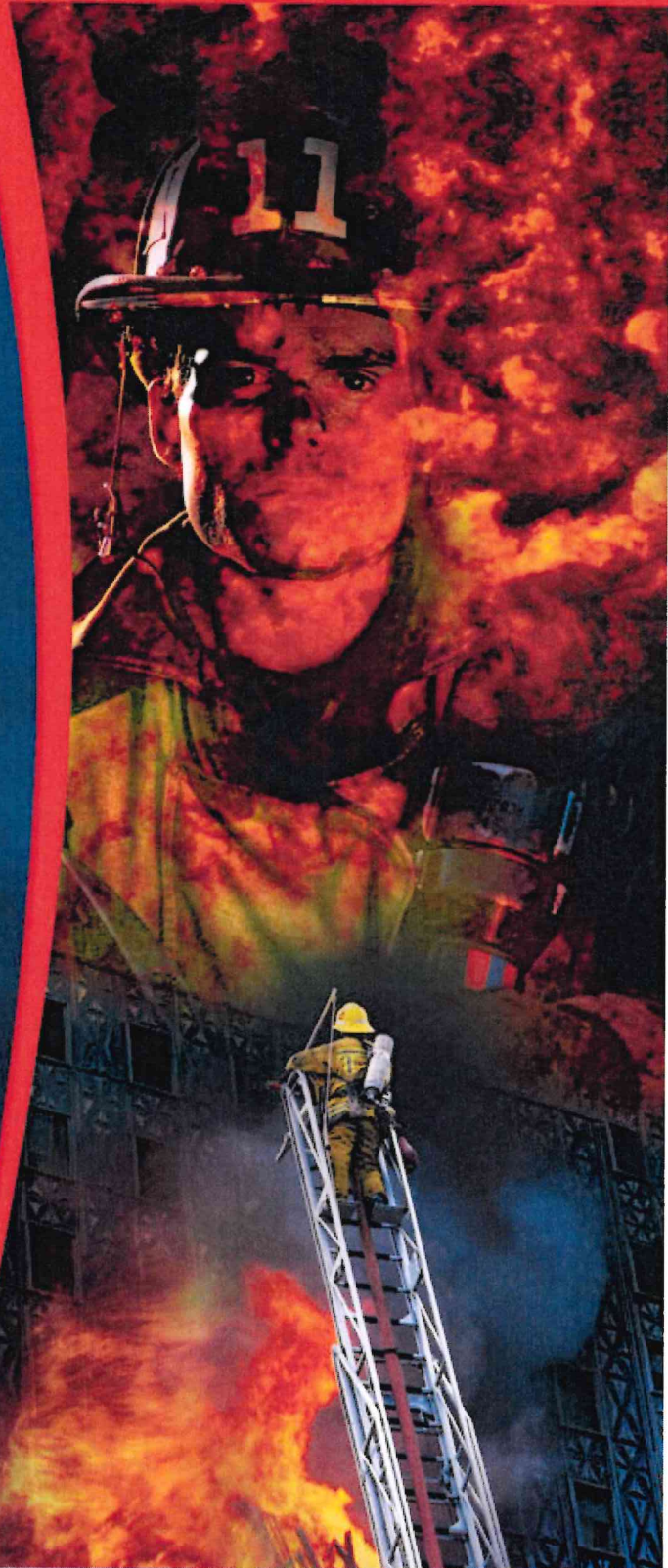
Under most payment plans, no down payment or security deposit is required. However, structuring the lease with advance payments may lower the net cost of financing to the lessee. Republic First National Corporation can also defer the 1st payment up to one (1) year.

### **NO VOTER APPROVAL IS NECESSARY FOR MUNICIPAL DEPARTMENTS.**

Lease Purchase financing allows the Municipal Departments to get the equipment they need immediately without waiting for voter approval through a bond issue.

### **NON-APPROPRIATION.**

Leases for municipal departments are characterized by a Non-Appropriation clause which specifies that the lease may be terminated in the event funds are not made.





## PROPOSAL TO FURNISH FIRE APPARATUS

**TO: Highland Fire Department**  
1122 Broadway  
Highland, IL 62249

**DATE:** 05/02/2023

**DEALER: Dinges Fire Company**

Toyne, Inc. hereby proposes to manufacture and furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

*Toyne Side Mount Demo #13522 Built on Spartan Metro Star chassis,  
for the sum of:*

*Five Hundred Seventy-Five Thousand, One Hundred – Six and Ninety- Two cents.  
\$575,165.92*

*5% Down Payment required. See purchase agreement for payment details*

No federal, state or local taxes are included.

Delivery shall commence December 2023.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by TOYNE, INC. of the properly signed and executed contract and addendum(s), The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

**TERMS OF PAYMENT:** All apparatus shall be paid NET UPON DELIVERY AND ACCEPTANCE. In the event equipment shortages occur, the PURCHASER is to pay full purchase price less a 5% retainage for such shortage. Any amount deducted is then payable upon receipt and acceptance of such shortages.

All prices or quotations are subject to change or withdrawal unless accepted within 30 days from the date herein set forth.

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

Authorized Sales Representative, Toyne, Inc.



## CONTRACT CHANGE ORDER FORM #2

Department: Dinges Demo  
 TID: 13522  
 Dealer: Dinges Fire  
 Date: 04/24/23  
 Billed Separately? no

This change order is a legal document that changes the content of the contractual agreement between Toyne, Inc. and the purchaser. It does not become effective until it is signed by all parties listed below. Each change must be numbered sequentially and must include the Quotewriter option number and price. If the item to be changed is not listed in the QW master file, the special pricing worksheet must be attached to this form.

Item #	Ind*	QW Number	Description of Change	Charge Amount
1	A	60-04-0100	Add (1) 110 volt shoreline in the cab on the side of the doghouse, driver side.	\$374.00
2	A	95-10-2620	Add treadplate EMS cabinet between the rear facing seats, 22"h x 32" W x 14-22" d with webbing (Toyne part# IC1140)	\$4,183.00
3	A	60-04-1000	Add (1) 110 volt shoreline in the D2 compartment	\$607.00
4	A		Add smoother aluminum toolboard to the unistrut already in the D2 compartment	\$733.00
5	A		Add (1) 600 lb slidemaster rollout 100% extension tray	\$842.00
6	A		Add Zico hydraulic tool lazy susan on tray in P3	<del>\$3,154.00</del>
7	C		Delete the paint on the upper body sides.	(\$2,480.00)
8				\$0.00
9				\$0.00

\* IND - (CL) Clarification, ( C ) Change, (A) Addition, (D) Delete

<b>Charge Amount</b>
<b>\$7,413.00</b>

Amount added to Final Invoice for Change Order #2	\$7,413.00
Total Added to Final Invoice for Previous Change Orders	#REF!
<b>Total to be Added to Final Invoice</b>	<b>#REF!</b>

4259.00

Amount to be Billed Separate on Change order #2	<b>\$0.00</b>
Amount to be Billed Separate from Previous Change Orders	<b>\$0.00</b>
<b>Total to be Billed Separate</b>	<b>\$0.00</b>

Customer Representative: \_\_\_\_\_

Dealer Representative:

---

Toyne Inc. Representative:

---

Date Accepted:

---

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

**RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH VIPOWER SERVICES LLC TO PROVIDE SCADA SERVICES FOR THE DEPARTMENT OF LIGHT AND POWER**

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 Council has been advised of the need for a new SCADA system for the Department of Light & Power; and

WHEREAS, the Director of Light & Power has informed the City Council that the current SCADA system was purchased in 1999 and is obsolete; and

WHEREAS, the Director of Light and Power has recommended to the City Council that City should waive the normal bidding process for the new SCADA system in the interest of public safety to avoid potential bidders being permitted to analyze detailed specifications of City’s electric system, and reverse engineer City’s electric system, based on the required bidding process; and

WHEREAS, BHMG Service Corp., n/k/a VIPower Services LLC (“VIPower”), has been a provider of services to the Department of Light and Power for the past ten years, including maintenance, troubleshooting and repairs; and

WHEREAS, the Director of Light and Power has recommended hiring VIPower to engineer and update the SCADA system for the Department of Light and Power because VIPower is already intimately familiar with City’s electric system and will be able to provide a superior level of service at a reduced cost; and

WHEREAS, VIPower has provided a proposal to engineer and update the City’s SCADA system for \$426,000.00 (“VIPower Proposal”) (See **Exhibit A**); and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement and to agree to the VIPower Proposal as attached (See **Exhibit A**); 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 waive the competitive-bidding requirement and agree to the VIPower Proposal at attached (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. City shall waive normal and ordinary bidding procedures, and the VIPower Proposal (See Exhibit A) for engineering and updating of the City's SCADA system for \$426,000.00 is approved.
- Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary enter the VIPower Proposal (See Exhibit A) for engineering and updating of the City's SCADA system for \$426,000.00.
- 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 \_\_\_\_\_, 2023, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSTAIN:

APPROVED:

---

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

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



VIPOWER SERVICES LLC  
1433 JAMIE LN  
WATERLOO IL 62298

## ELECTRIC SYSTEM SCADA PROPOSAL

VIPOWER SERVICES LLC , Proposes to supply a complete and functional SCADA system to provide monitoring and control of the Highland IL Electric system as follows;

**City of Highland to provide up to 5 computers, with complete operating system Windows 10, and including Microsoft Excel, for installation of Rockwell Server SE as follows:**

### **Application Server Computer**

Install Rockwell Factorytalk View SE Enterprise, WIN-911 Alarming notification Software ( Includes Mobile App functionality free the first year, then \$4860 every 3 years to keep use of the Mobile App), and Kepware software. As the main operational computer, it must have data storage and memory sufficient to meet the current requirements of the software and data storage requirements (**Minimum of 8 GB RAM with Quad Core Processor**). Computer will need a dedicated VOIP phone line to properly maintain the WIN-911 dialer capabilities. VIpower Services LLC will have complete administrative rights and antivirus and firewall software must be maintained with system operation in mind, and exceptions granted for all communications in the SCADA and dialer network. All system outages due to Windows and firewall/antivirus system updates will be investigated and billed as additional services.

### **Client Computers (up to 5 computers)**

Install Rockwell Factorytalk View SE Client (**Minimum of 4 GB RAM with Intel i5 Core Processor**) VIpower Services LLC will have complete administrative rights and antivirus and firewall software must be maintained with system operation in mind, and exceptions granted for all communications in the SCADA and dialer network. All system outages due to Windows and firewall/antivirus system updates will be investigated and billed as additional services.

### **Web Client Computers**

Install Rockwell Factorytalk Viewpoint SE, Web Edition. VIpower Services LLC will have complete administrative rights and antivirus and firewall software must be maintained with system operation in mind, and exceptions granted for all communications in the SCADA and dialer network. All system outages due to Windows and firewall/antivirus system updates will be investigated and billed as additional services. These clients are unlimited, we would include installation on up to 5 devices, additional license installations would be billed as additional services.

**Power Plant Substation, Existing RTU-1, Breakers 210,211,212,213,214,215,216, Capacitor Bank, XFMR LTC, XFMR**

Discrete Inputs Displayed

Breaker Open/Closed

Recloser On/Off/Lockout

Supervisory On/Off

AC Power Lost

Spring Discharged

Ground Trip On

Operational Outputs

Breaker Trip

Breaker Close

Ground Fault On

Ground Fault Off

Recloser Enable

Recloser Disable

Data Displayed

Current, Phase, A,B,C

Voltage, Phase, A,B,C

Watts, 3 Phase, A,B,C

Vars, 3 Phase, A,B,C

Capacitor Bank Status Inputs Displayed

Supervisory on

Bank 1 On

Bank 2 On

Bank 3 On

Bank 4 On

XFMR LTC Analog Inputs

Tap position

XFMR Discrete Inputs

Oil Temp High-High

Winding Core Temp High

Winding Core Temp High-High

Transformer Tank Sudden Pressure

Transformer Tank Oil Level Low

Transformer Tank Oil Temp High

Supervisory OFF

Drains

**Power Plant Substation, Existing RTU-2, Breakers 100,101,102, Battery Charger 1, Battery Charger 2**

Discrete Inputs Displayed

Breaker Open/Closed

Recloser On/Off/Lockout

Supervisory On/Off

Operational Outputs

Breaker Trip

Breaker Close

Data Displayed

Current, Phase, A,B,C

Voltage, Phase, A,B,C

Watts, 3 Phase, A,B,C

Vars, 3 Phase, A,B,C

Battery Charger 1 Status Inputs Displayed

Battery Charger Alarm

Battery Charger 2 Status Inputs Displayed

Battery Charger Alarm

**Power Plant Substation, Existing RTU-3, Breakers 8,9, Main Breaker**

Discrete Inputs Displayed

Breaker Open/Closed

Recloser On/Off/Lockout

Supervisory On/Off

Ground Trip On

BOC

Phase fault A,B,C

Operational Outputs

Breaker Trip

Breaker Close

Ground Fault On

Ground Fault Off

Recloser Enable

Recloser Disable

Data Displayed

Current, Phase, A,B,C

Voltage, Phase, A,B,C

Watts, 3 Phase, A,B,C

Vars, 3 Phase, A,B,C

**Power Plant Substation, Existing RTU-4, Breakers 914,814.824,314,324,334,3351, GT1 XFMR LTC, XFMR, GT2 XFMR LTC, XFMR, T1 XFMR LTC, XFMR, T2 XFMR LTC, XFMR**

Discrete Inputs Displayed

Breaker Open/Closed

Recloser On/Off/Lockout

Supervisory On/Off

O/C TCO

Breaker Fail TCO

Operational Outputs

Breaker Trip

Breaker Close

Data Displayed

Current, Phase, A,B,C

Voltage, Phase, A,B,C

Watts, 3 Phase, A,B,C

Vars, 3 Phase, A,B,C

138KV BUS

138kv Bus Differential Lockout

138kv Bus Timed Overcurrent

34.5KV BUS

34.5kv Bus Differential Lockout

34.5kv Bus Timed Overcurrent

T1, T2 XFMR Discrete Inputs

Oil Temp High-High

Winding Core Temp High

Winding Core Temp High-High

Transformer Tank Sudden Pressure

Transformer Tank Oil Level Low

Transformer Tank Oil Temp High

Differential TCO

**Northtown Substation, Breakers 201,203,204,205,206,207**

Discrete Inputs Displayed

Breaker Open/Closed  
Recloser On/Off/Lockout  
Supervisory On/Off  
Ground Blocked  
Fault TAR Phase  
Fault TAR Ground  
Malfunction

Operational Outputs

Breaker Trip  
Breaker Close

Data Displayed

Current, Phase, A,B,C  
Voltage, Phase, A,B,C  
Watts, 3 Phase, A,B,C  
Vars, 3 Phase, A,B,C

XFMR TR1 Discrete Inputs

86 Tripped  
AC Lost  
Oil Temp High  
Winding Core Temp High  
Transformer Tank Sudden Pressure  
Transformer Tank Pressure  
Transformer Tank Oil Level Low  
Transformer Tank Oil Temp High  
Transformer LTC Tank Oil Level Low  
Transformer LTC Tank Pressure  
Transformer LTC Not in AUTO

XFMR TR1 Discrete Inputs

LTC Raise/Lower



LTC Auto/Manual

Battery Charger

CDS Alarm

HI/LO AC

CHGR Fail

COM AL

High DC

Low DC

Ground Detection

BE1-951 Protective Relay

Spare (2)

Trip

UV

XFMR OL

BKR Fail

GEN Alarm

DIFF Trip

**Easttown Substation, Breakers 120,220,221,222,223,224,225,226**

Discrete Inputs Displayed

Breaker Open/Closed

Recloser On/Off/Lockout

Supervisory On/Off

Ground Blocked

Fault TAR Phase

Fault TAR Ground

Malfunction

Operational Outputs

Breaker Trip

Breaker Close

Data Displayed

Current, Phase, A,B,C

Voltage, Phase, A,B,C

Watts, 3 Phase, A,B,C

Vars, 3 Phase, A,B,C

Power Factor

XFMR TR1 Discrete Inputs

86 Tripped

AC Lost

Oil Temp High

Winding Core Temp High

Transformer Tank Sudden Pressure

Transformer Tank Pressure

Transformer Tank Oil Level Low

Transformer Tank Oil Temp High

Transformer LTC Tank Oil Level Low

Transformer LTC Tank Pressure

Transformer LTC Not in AUTO

XFMR TR1 Discrete Inputs

LTC Raise/Lower

LTC Auto/Manual

Battery Charger

CDS Alarm

HI/LO AC

CHGR Fail

COM AL

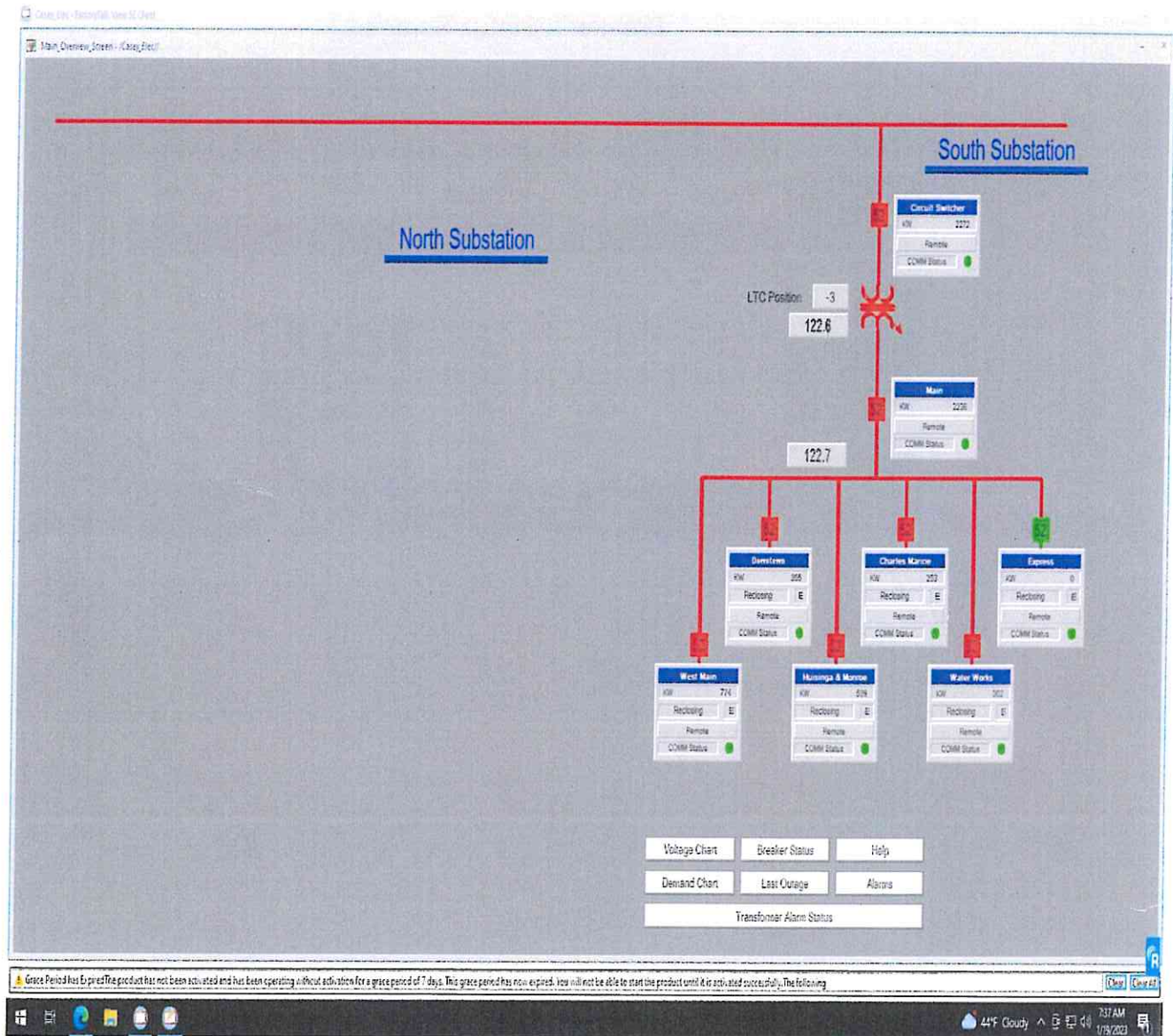
High DC

Low DC

Ground Detection

# NEW SCADA LAYOUT EXAMPLES

## Electric one line overview



This screen contains the one-line overview with navigation menu and the option to select different breakers and transformers. Contains the navigation to open and close breakers by clicking the 52 boxes. Clicking the Reclose status will bring up Reclose Enable and Disable controls

# NEW SCADA LAYOUT EXAMPLES

## Breaker's Status Screen

The screenshot displays a SCADA interface window titled "Breaker's Status - Casey, East". The main content is a table with columns: BREAKER, POSITION, CONTROL, RECLOSING, SEQUENCE (1, 2, 3, L), RESET, and ALARMS. The table is divided into two sections: "South Sub" and "North Sub".

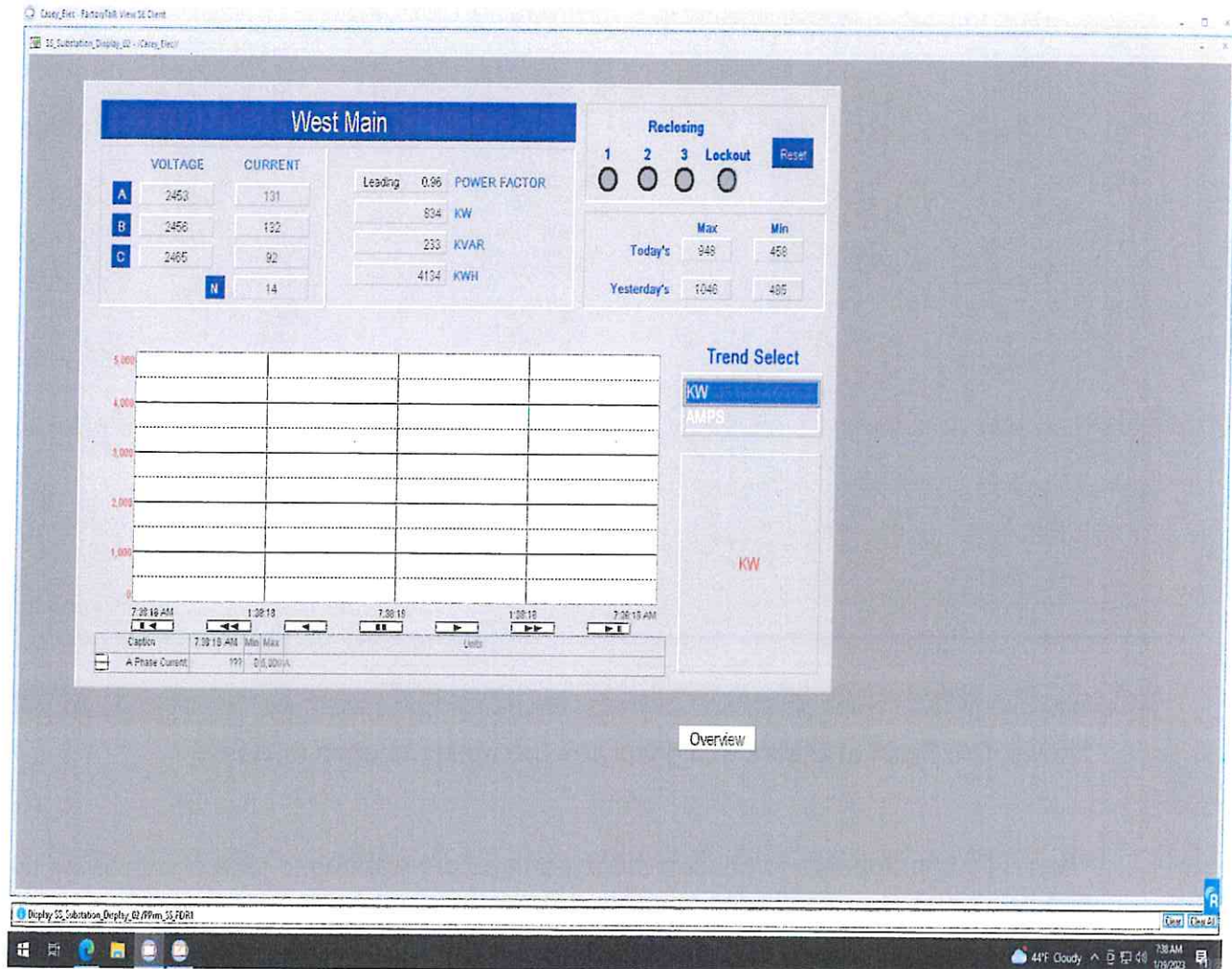
BREAKER	POSITION	CONTROL	RECLOSING	SEQUENCE				ALARMS	
				1	2	3	L		RESET
South Sub									
Circuit Switcher	CLOSED	REMOTE						ARMED	●
Man	CLOSED	REMOTE						ARMED	●
West Man	CLOSED	REMOTE	ENABLED	●	●	●		RESET	●
Downtown	CLOSED	REMOTE	ENABLED	●	●	●		RESET	●
Hudson & Monroe	CLOSED	REMOTE	ENABLED	●	●	●		RESET	●
Charles Marine	CLOSED	REMOTE	ENABLED	●	●	●		RESET	●
Water Works	CLOSED	REMOTE	ENABLED	●	●	●		RESET	●
Express	OPEN	REMOTE	ENABLED	●	●	●	●	RESET	●
North Sub									

An "Overview" button is located at the bottom right of the table area. The Windows taskbar at the bottom shows the time as 7:41 AM on 1/18/2023, with a weather widget indicating 44°F Cloudy.

This is a visual for all your breakers, shows reclose events, and the option to reset the reclose counter.

# NEW SCADA LAYOUT EXAMPLES

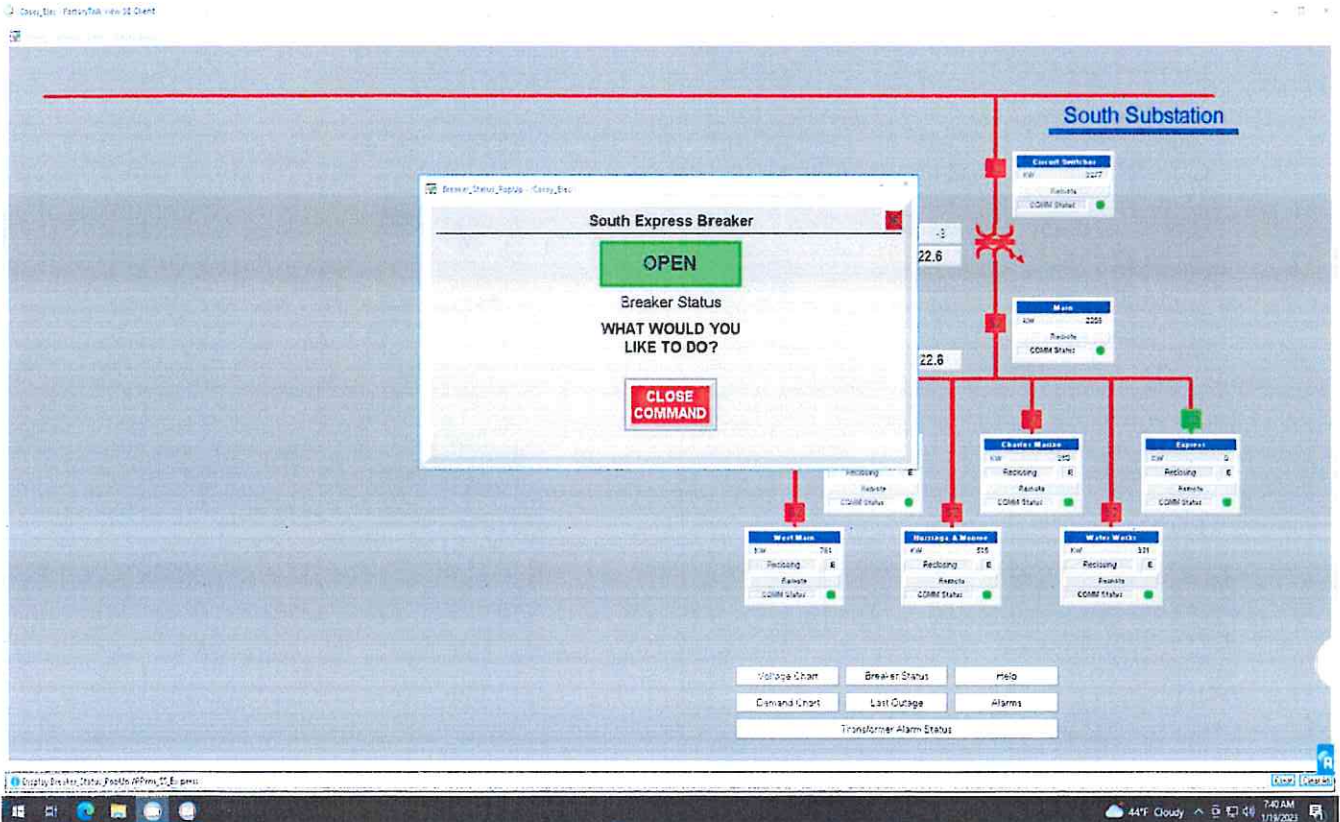
## Breaker Overview Screen



Shows Voltages, Current, Reclose event status, PF, and MIN and MAX KW for today and yesterday.

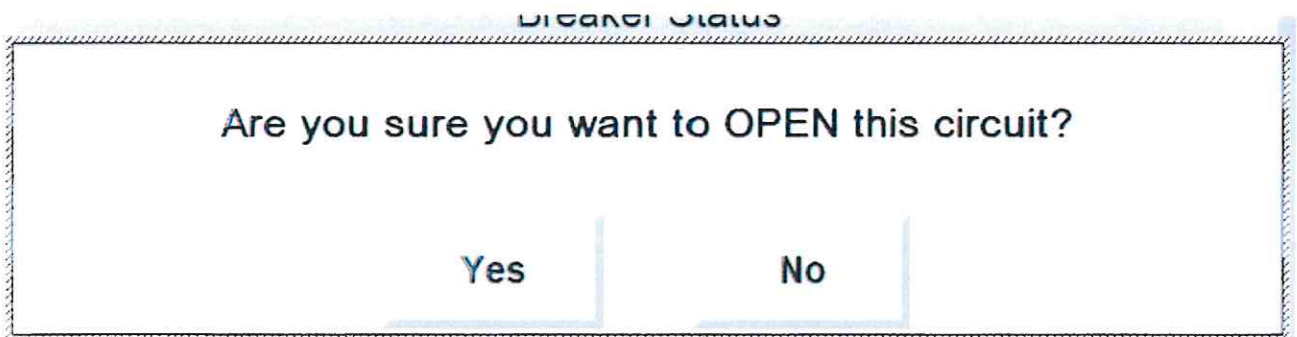
# NEW SCADA LAYOUT EXAMPLES

## Breaker Command Screen for Open and Close



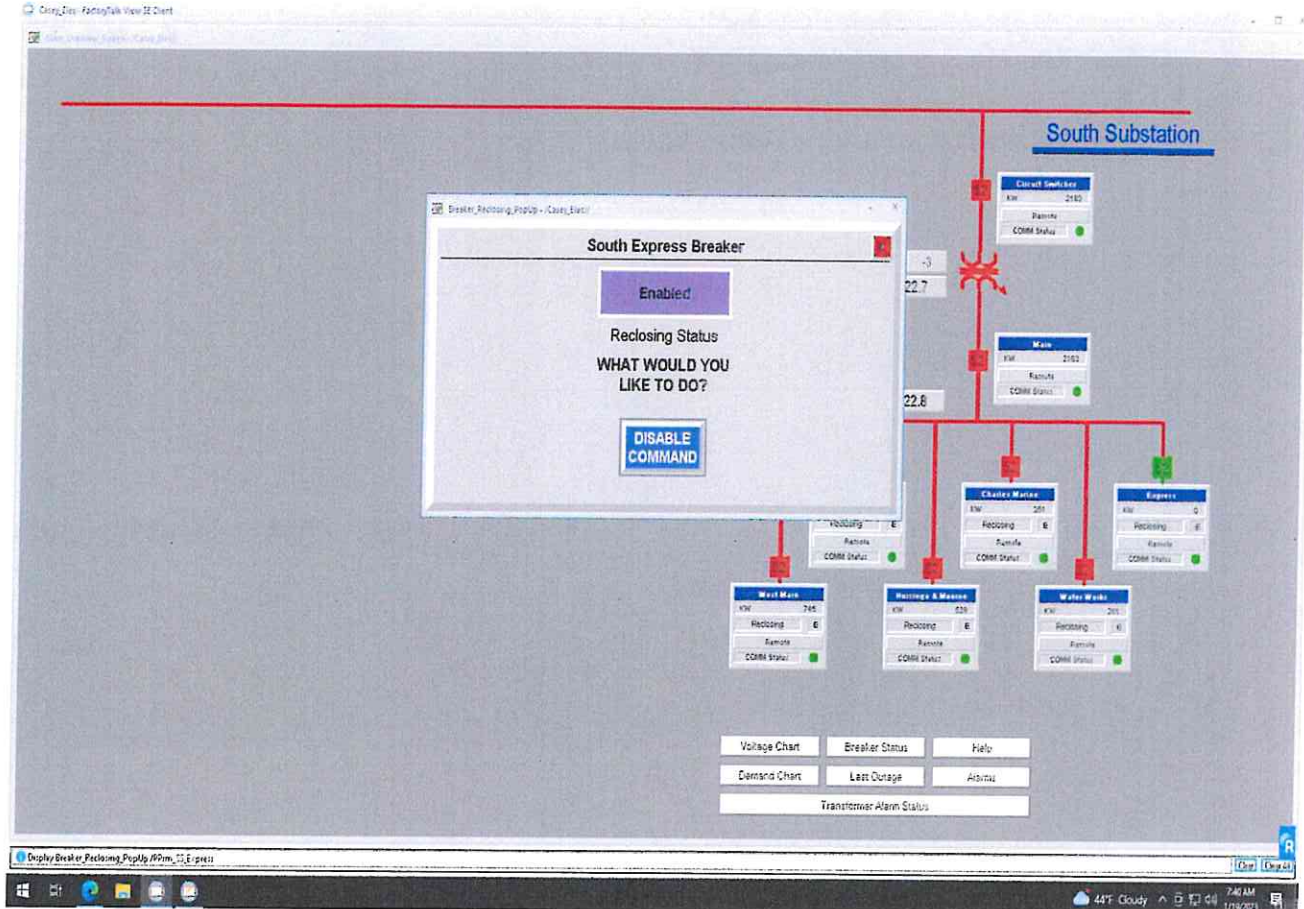
Shows The Breaker Status and gives you the option to open or close.

Then a Popup appears to confirm the action you are wanting to take or canceling the operation and returning to the command screen.

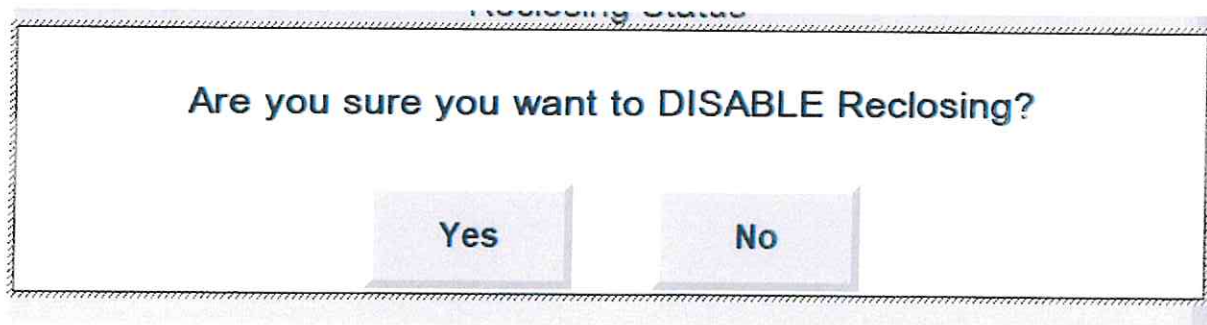


# NEW SCADA LAYOUT EXAMPLES

## Reclosing Enabling and Disabling



Once you press for action, A popup to confirm the action will appear.

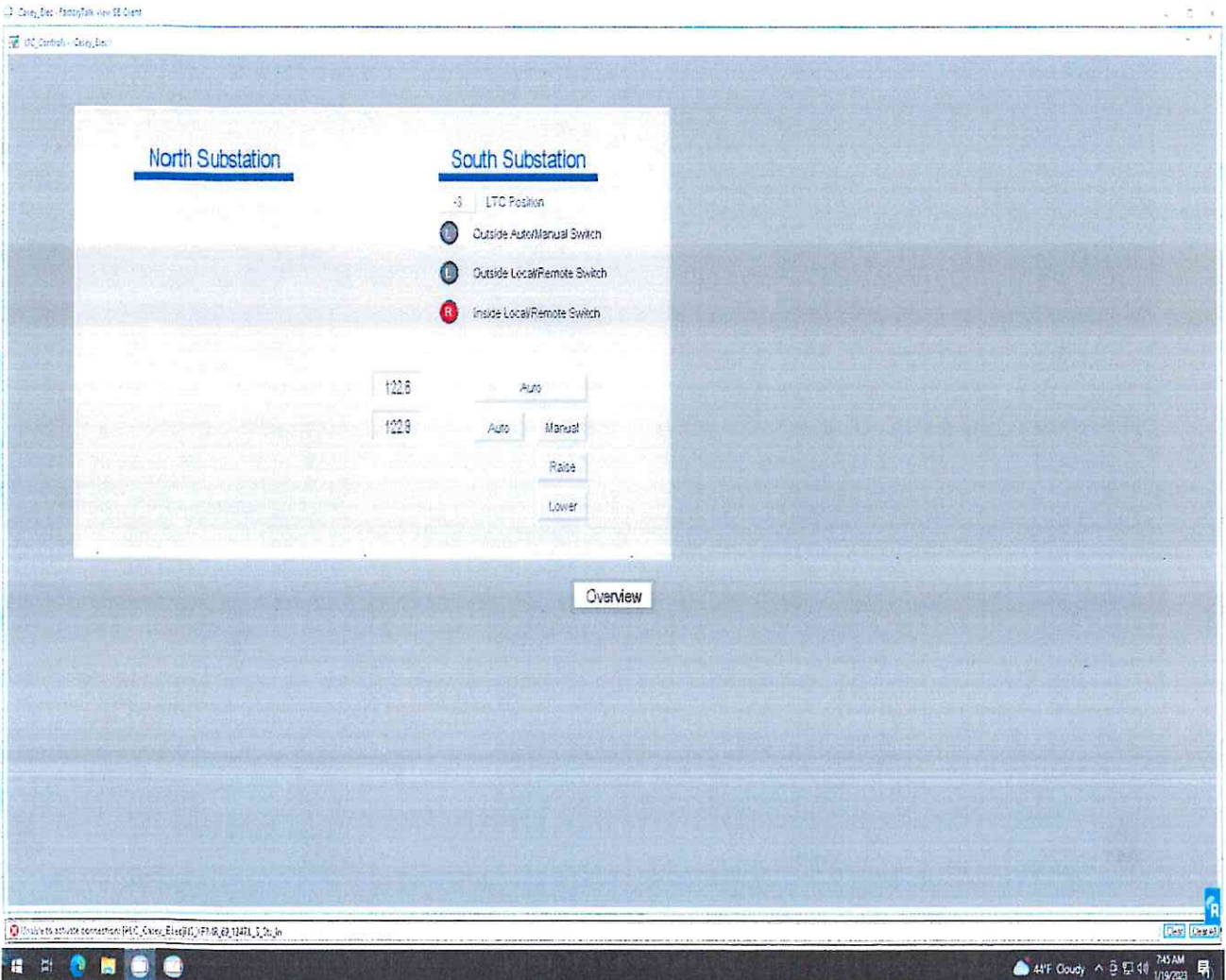


Gives you the Option to Confirm or Cancel operation.



# NEW SCADA LAYOUT EXAMPLES

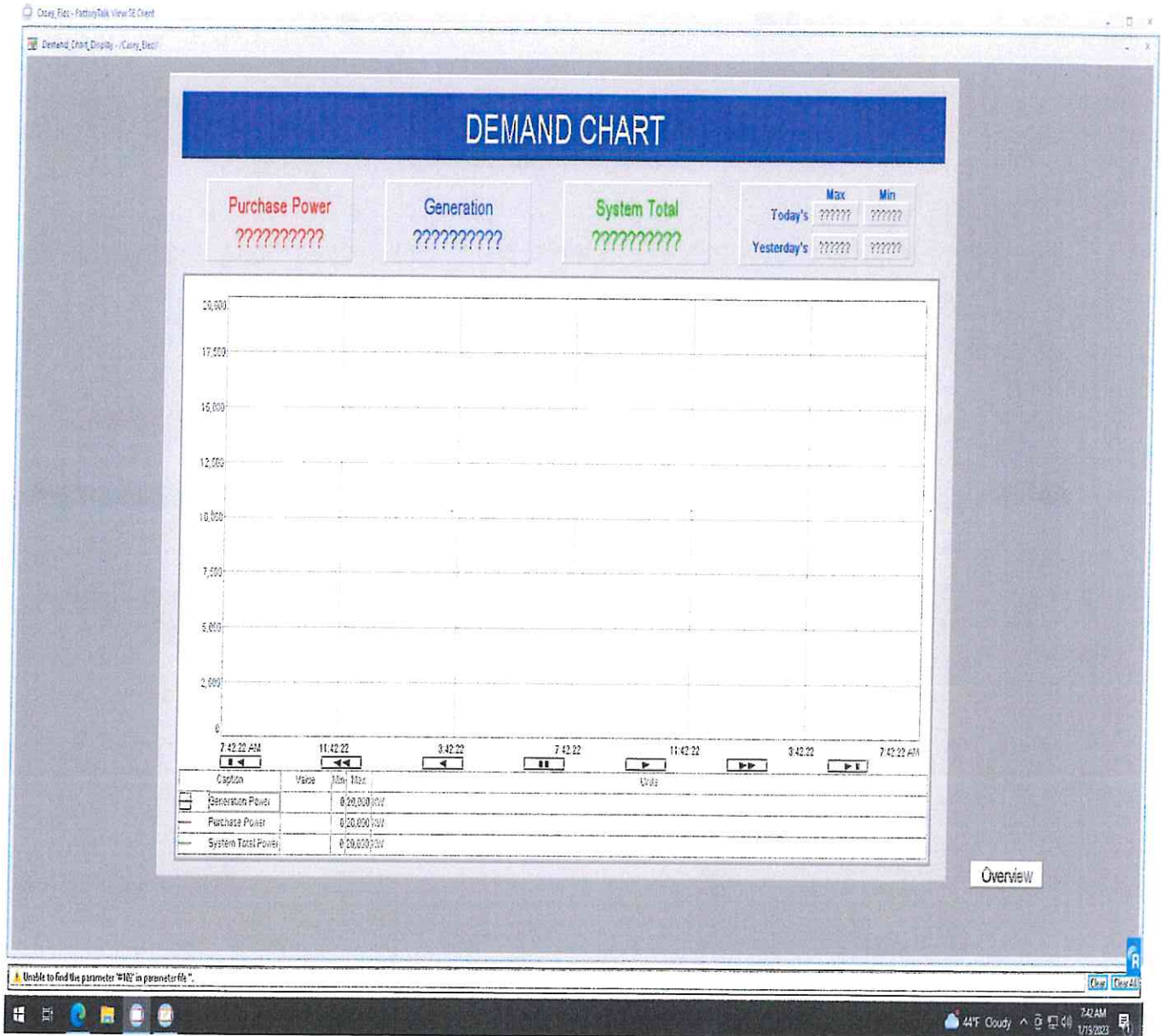
## Load Tap Changer Overview and Controls



This screen gives you the option to select Auto or Manual and Raise and Lower.

# NEW SCADA LAYOUT EXAMPLES

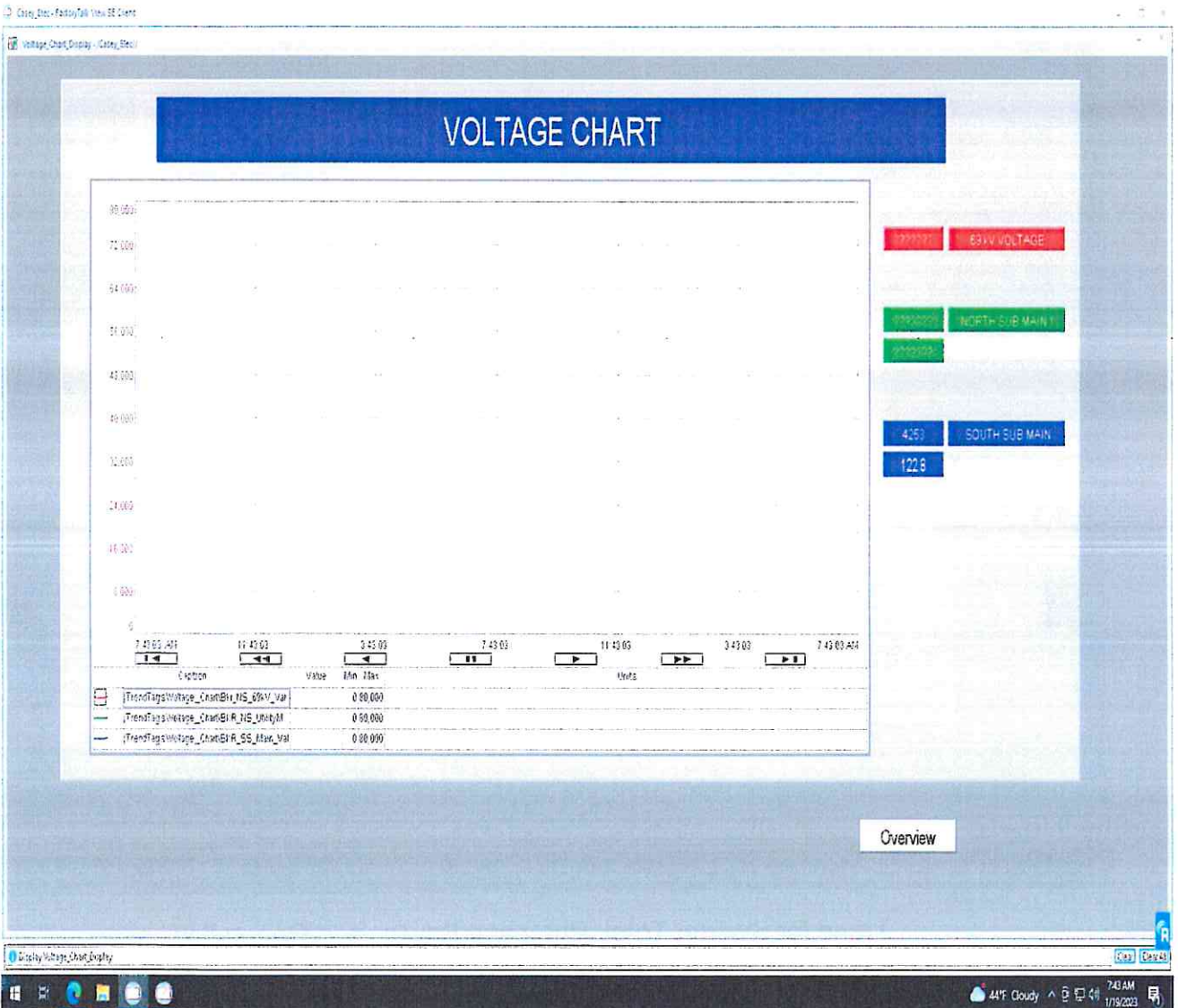
## Demand Chart Overview with Trend



Trend for System Total, Purchase Power, and Generation

# NEW SCADA LAYOUT EXAMPLES

## Voltage Chart Overview



## Trend for Voltage Readings

# NEW SCADA LAYOUT EXAMPLES

## Transformer Status and Alarming

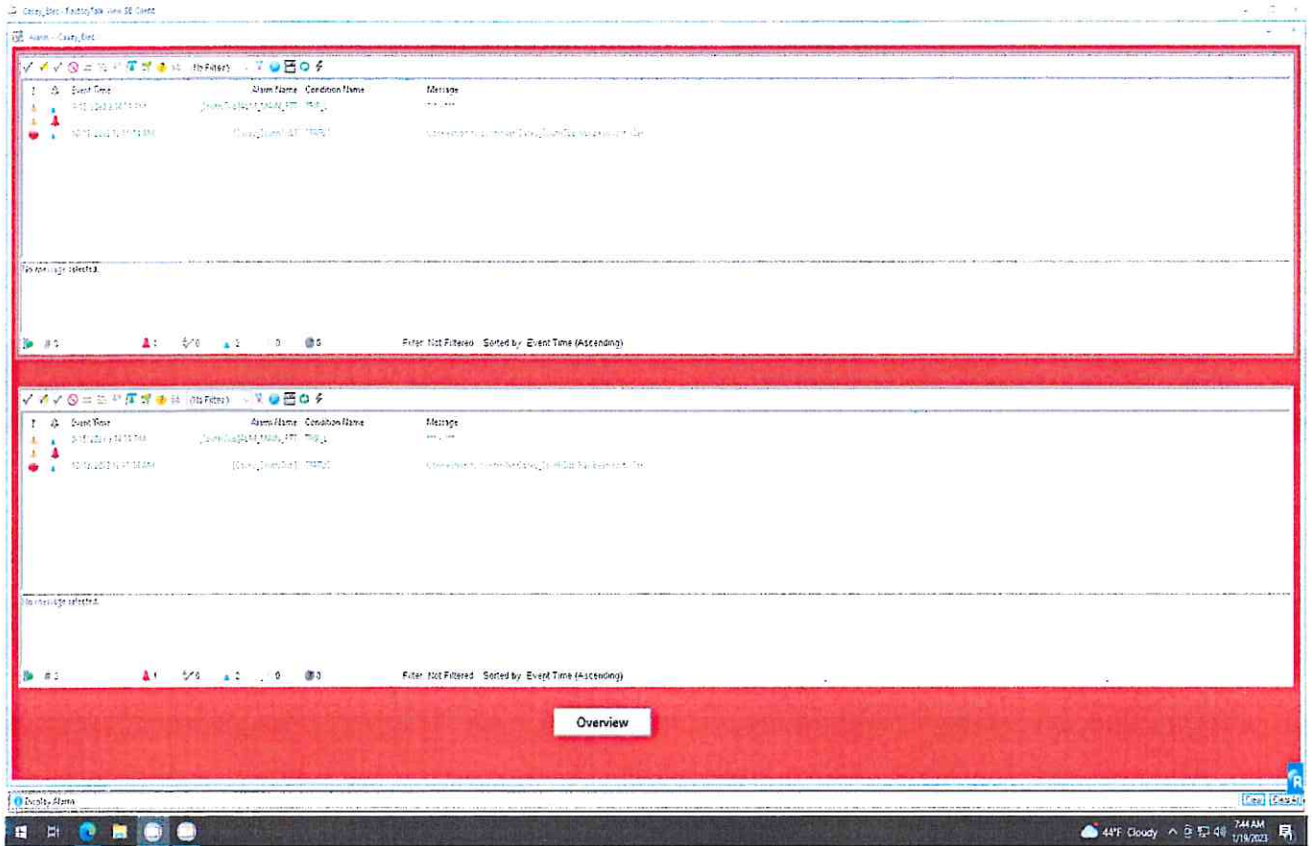
The screenshot displays a SCADA interface window titled "Transformer Status and Alarming". The window contains a central panel with the following sections:

- Transformer Alarms SOUTH**
  - Fans Running:  NORMAL
  - Winding Temperature:  NORMAL
  - Battery Charger:  NORMAL
  - Differential:  NORMAL
- MAIN TANK**
  - Sudden Pressure:  NORMAL
  - Liquid Temperature:  NORMAL
  - Low Liquid Level:  NORMAL
  - Pressure Relief:  NORMAL
- LTC**
  - Sudden Pressure:  NORMAL
  - Low Liquid Level:  NORMAL
  - Pressure Relief:  NORMAL

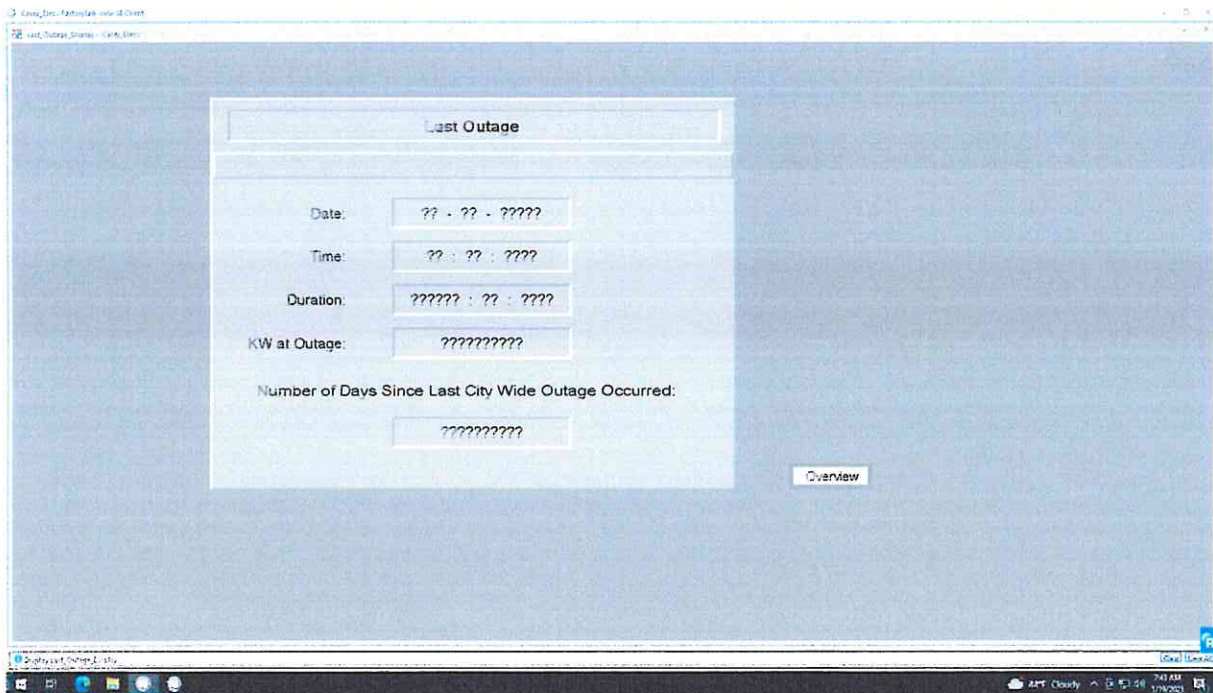
An "Overview" button is located at the bottom right of the central panel. The Windows taskbar at the bottom shows the time as 7:59 AM on 1/18/2023, with a weather icon indicating 44°F Cloudy.

# NEW SCADA LAYOUT EXAMPLES

Alarm Screen to check status and acknowledge alarms.

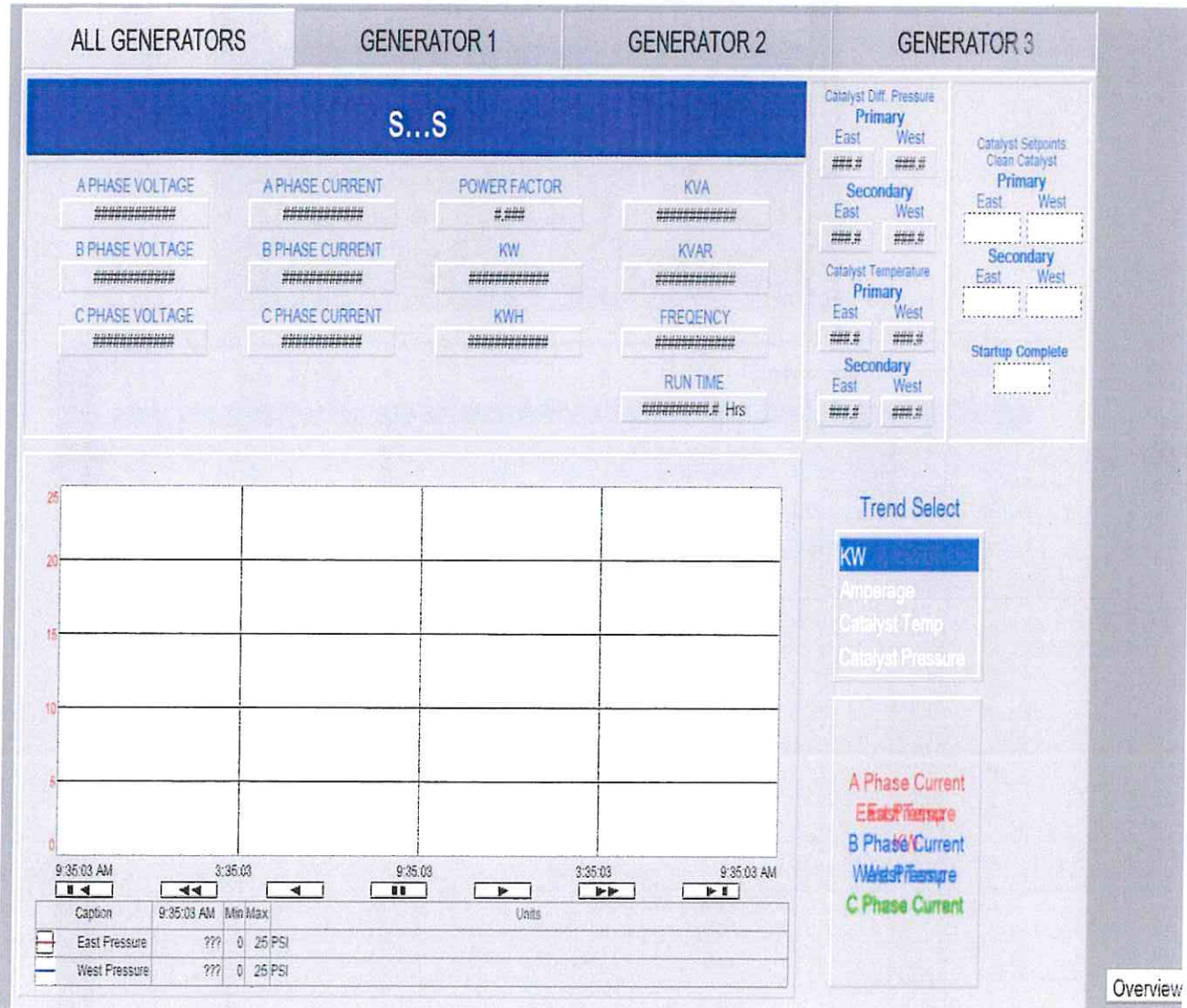


Last Outage Screen for status of last event



# NEW SCADA LAYOUT EXAMPLES

## Generator Overview screen



Overview

# NEW SCADA LAYOUT EXAMPLES

## Generation NESHAP Data Reporting

7/1/2022

**NESHAP REPORT DATA**

---

START DATE:  END DATE:

Controlz Data

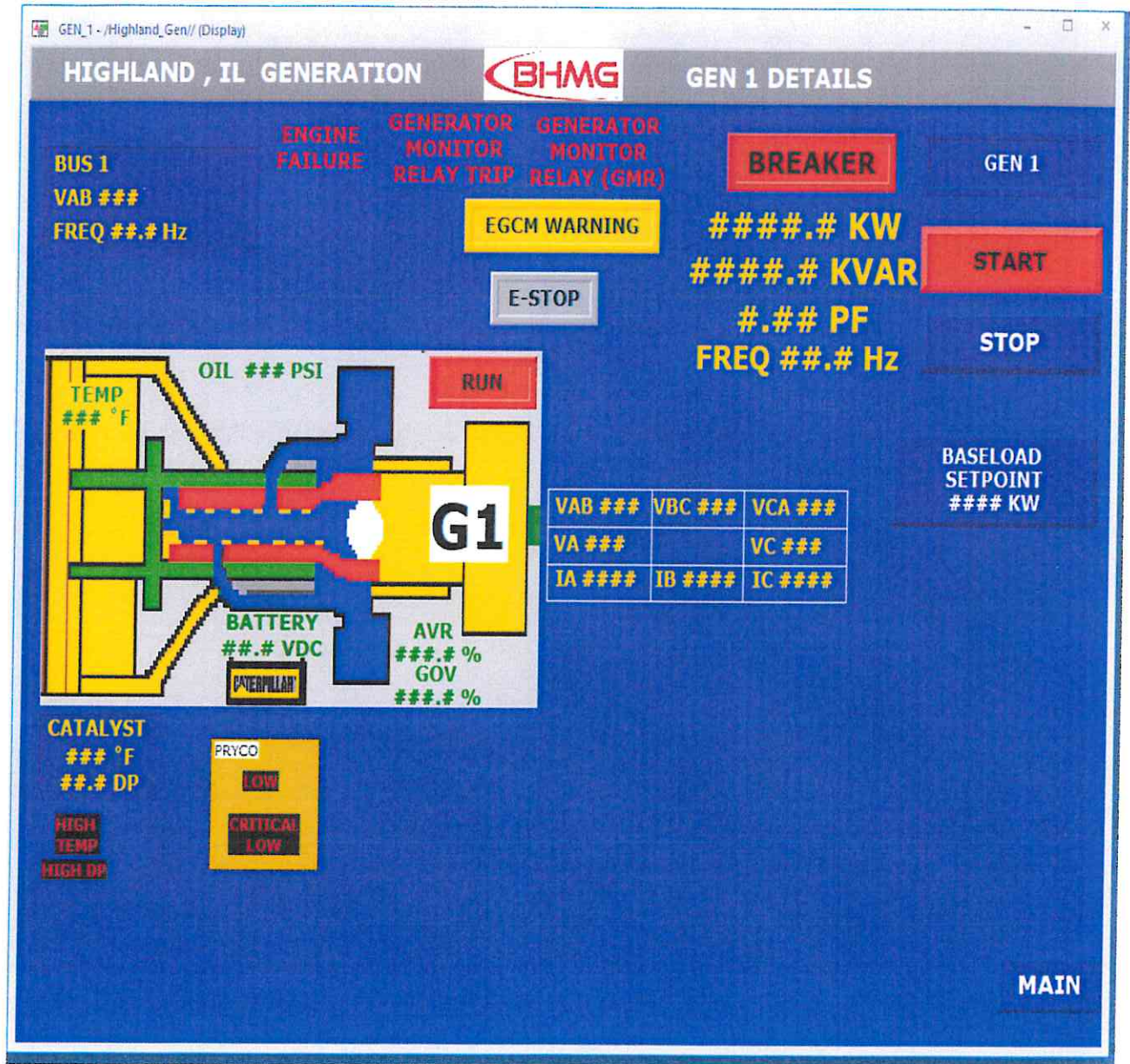
NESHAP DATA DATE RANGE: 7/1/2022 to 12/31/2022

[EXPORT DATA TO CSV](#)

#	DateAndTime	Millitm	TagIndex	TagName	TagType	TagDataType	Value	Status	Marker
1	7/15/2022 7:35:46		222	TrendTags\Generator_2\Gen2_North_PSI	2	1	0		B
2	7/15/2022 7:35:46		222	TrendTags\Generator_2\Gen2_North_Temp	2	1	90		B
3	7/15/2022 7:35:46		222	TrendTags\Generator_2\Gen2_South_PSI	2	1	0		B
4	7/15/2022 7:35:46		222	TrendTags\Generator_2\Gen2_South_Temp	2	1	85		B
5	7/15/2022 7:40:46		218	TrendTags\Generator_2\Gen2_North_PSI	2	1	0		
6	7/15/2022 7:40:46		218	TrendTags\Generator_2\Gen2_North_Temp	2	1	266		
7	7/15/2022 7:40:46		218	TrendTags\Generator_2\Gen2_South_PSI	2	1	0		
8	7/15/2022 7:40:46		218	TrendTags\Generator_2\Gen2_South_Temp	2	1	258		
9	7/15/2022 7:45:46		221	TrendTags\Generator_2\Gen2_North_PSI	2	1	0		
10	7/15/2022 7:45:46		221	TrendTags\Generator_2\Gen2_North_Temp	2	1	522		
11	7/15/2022 7:45:46		221	TrendTags\Generator_2\Gen2_South_PSI	2	1	0		
12	7/15/2022 7:45:46		221	TrendTags\Generator_2\Gen2_South_Temp	2	1	512		
13	7/15/2022 7:50:46		227	TrendTags\Generator_2\Gen2_North_PSI	2	1	0		
14	7/15/2022 7:50:46		227	TrendTags\Generator_2\Gen2_North_Temp	2	1	705		
15	7/15/2022 7:50:46		227	TrendTags\Generator_2\Gen2_South_PSI	2	1	0		
16	7/15/2022 7:50:46		227	TrendTags\Generator_2\Gen2_South_Temp	2	1	785		
17	7/15/2022 7:55:46		285	TrendTags\Generator_2\Gen2_North_PSI	2	1	0		
18	7/15/2022 7:55:46		285	TrendTags\Generator_2\Gen2_North_Temp	2	1	654		
19	7/15/2022 7:55:46		285	TrendTags\Generator_2\Gen2_South_PSI	2	1	0		
20	7/15/2022 7:55:46		285	TrendTags\Generator_2\Gen2_South_Temp	2	1	651		
21	7/15/2022 8:00:46		263	TrendTags\Generator_2\Gen2_North_PSI	2	1	0		
22	7/15/2022 8:00:46		263	TrendTags\Generator_2\Gen2_North_Temp	2	1	600		
23	7/15/2022 8:00:46		263	TrendTags\Generator_2\Gen2_South_PSI	2	1	0		
24	7/15/2022 8:00:46		263	TrendTags\Generator_2\Gen2_South_Temp	2	1	676		
25	7/15/2022 8:01:54		543	TrendTags\Generator_1\Gen1_North_PSI	2	1	0		B
26	7/15/2022 8:01:54		543	TrendTags\Generator_1\Gen1_North_Temp	2	1	88		B
27	7/15/2022 8:01:54		543	TrendTags\Generator_1\Gen1_South_PSI	2	1	0		B
28	7/15/2022 8:01:54		543	TrendTags\Generator_1\Gen1_South_Temp	2	1	89		B
29	7/15/2022 8:05:46		241	TrendTags\Generator_2\Gen2_North_PSI	2	1	0		
30	7/15/2022 8:05:46		241	TrendTags\Generator_2\Gen2_North_Temp	2	1	359		
31	7/15/2022 8:05:46		241	TrendTags\Generator_2\Gen2_South_PSI	2	1	0		
32	7/15/2022 8:05:46		241	TrendTags\Generator_2\Gen2_South_Temp	2	1	657		

# ME PANELVIEW SCADA EXAMPLES

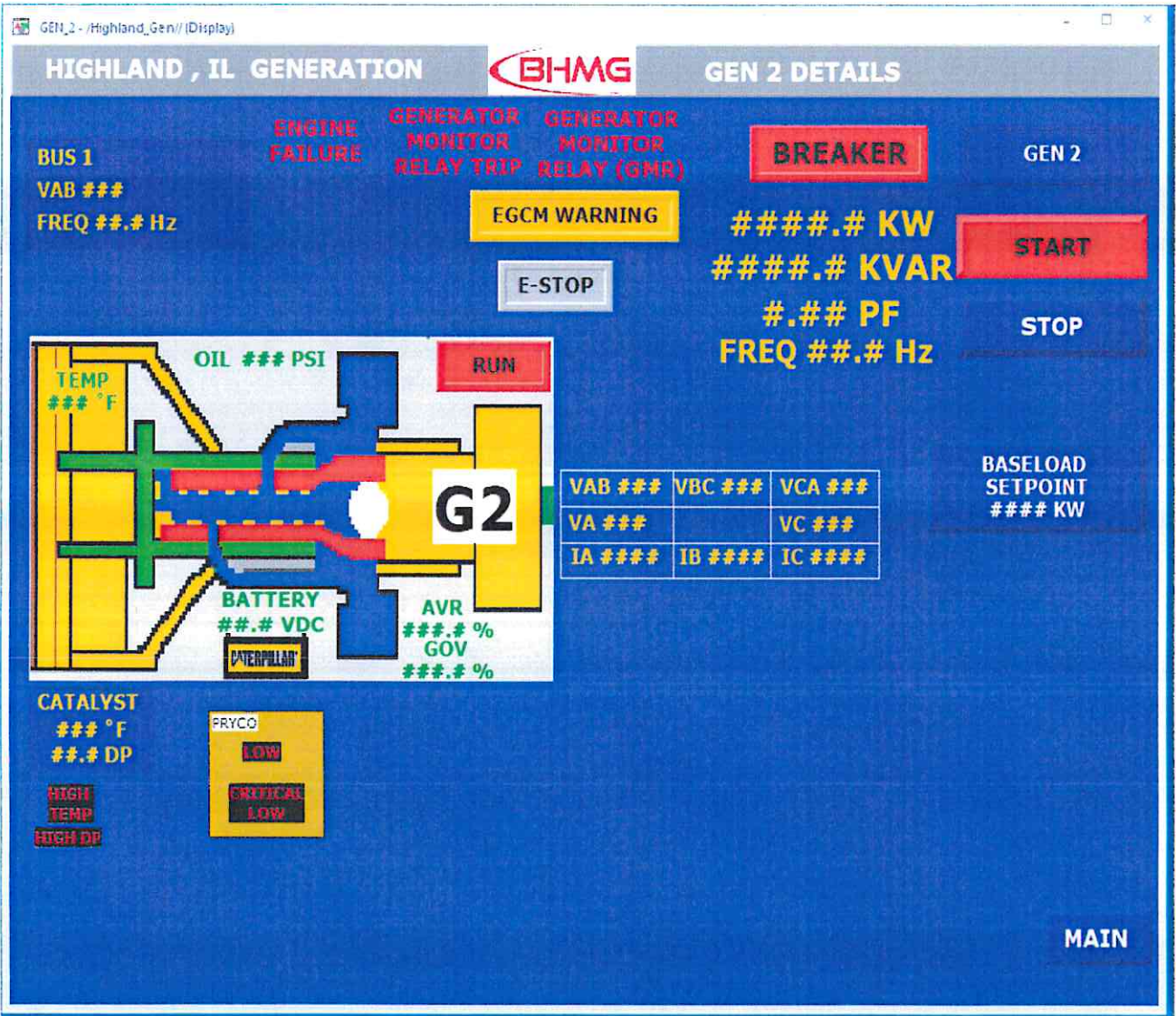
## Gen 1 overview





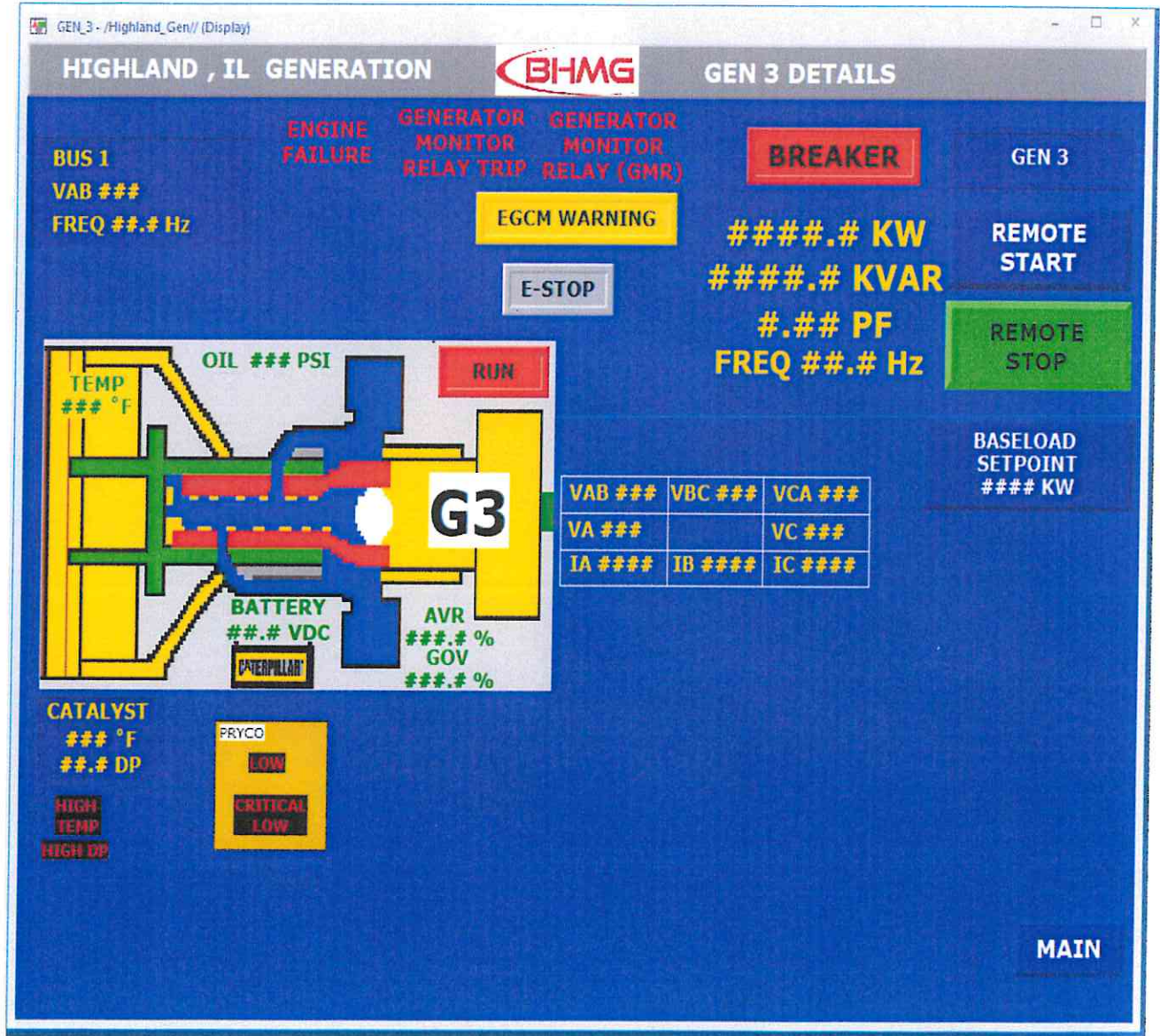
# ME PANELVIEW SCADA EXAMPLES

## GEN 2 Overview



# ME PANELVIEW SCADA EXAMPLES

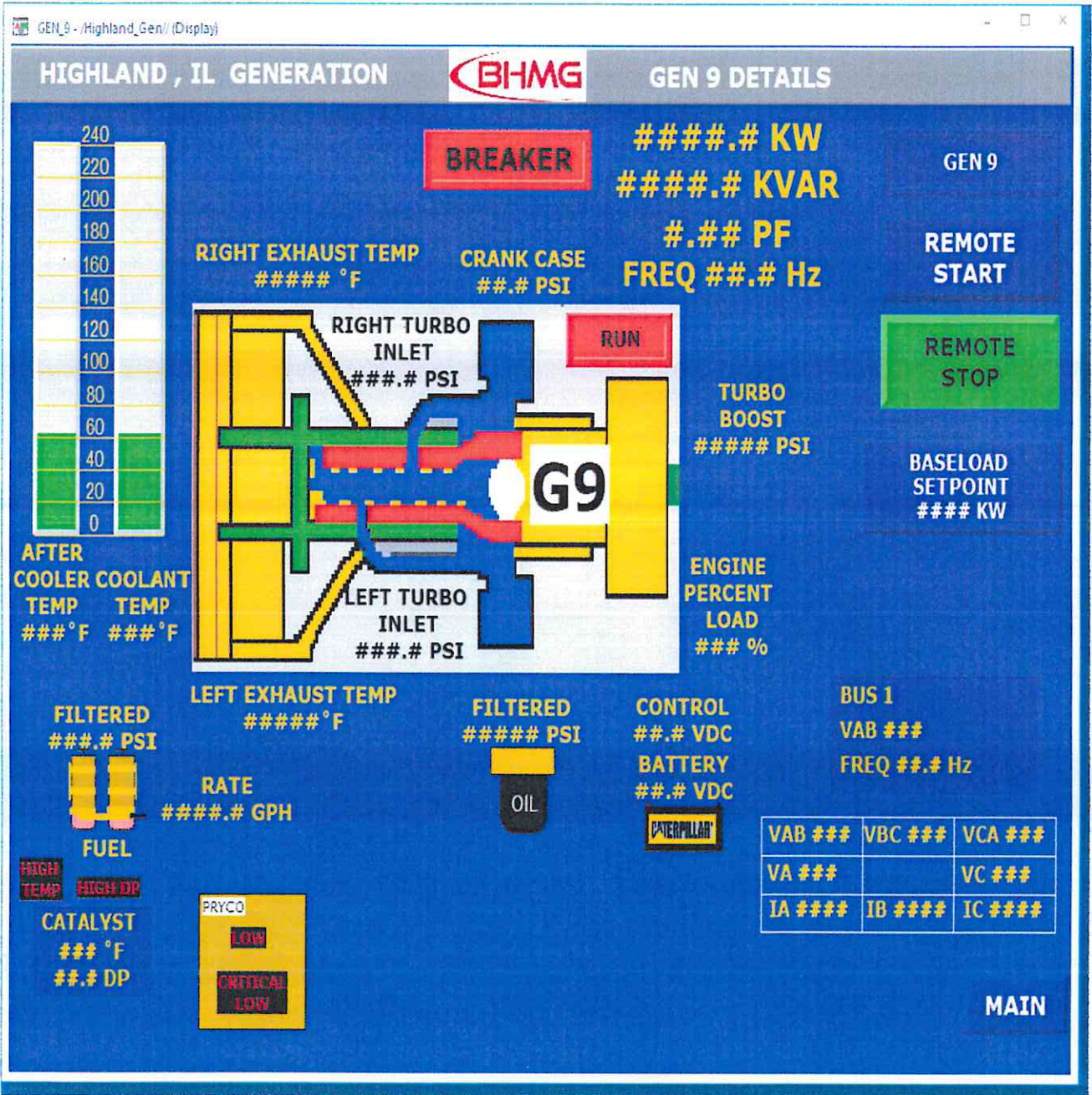
## GEN 3 Overview



VAB ###	VBC ###	VCA ###
VA ###		VC ###
IA #####	IB #####	IC #####

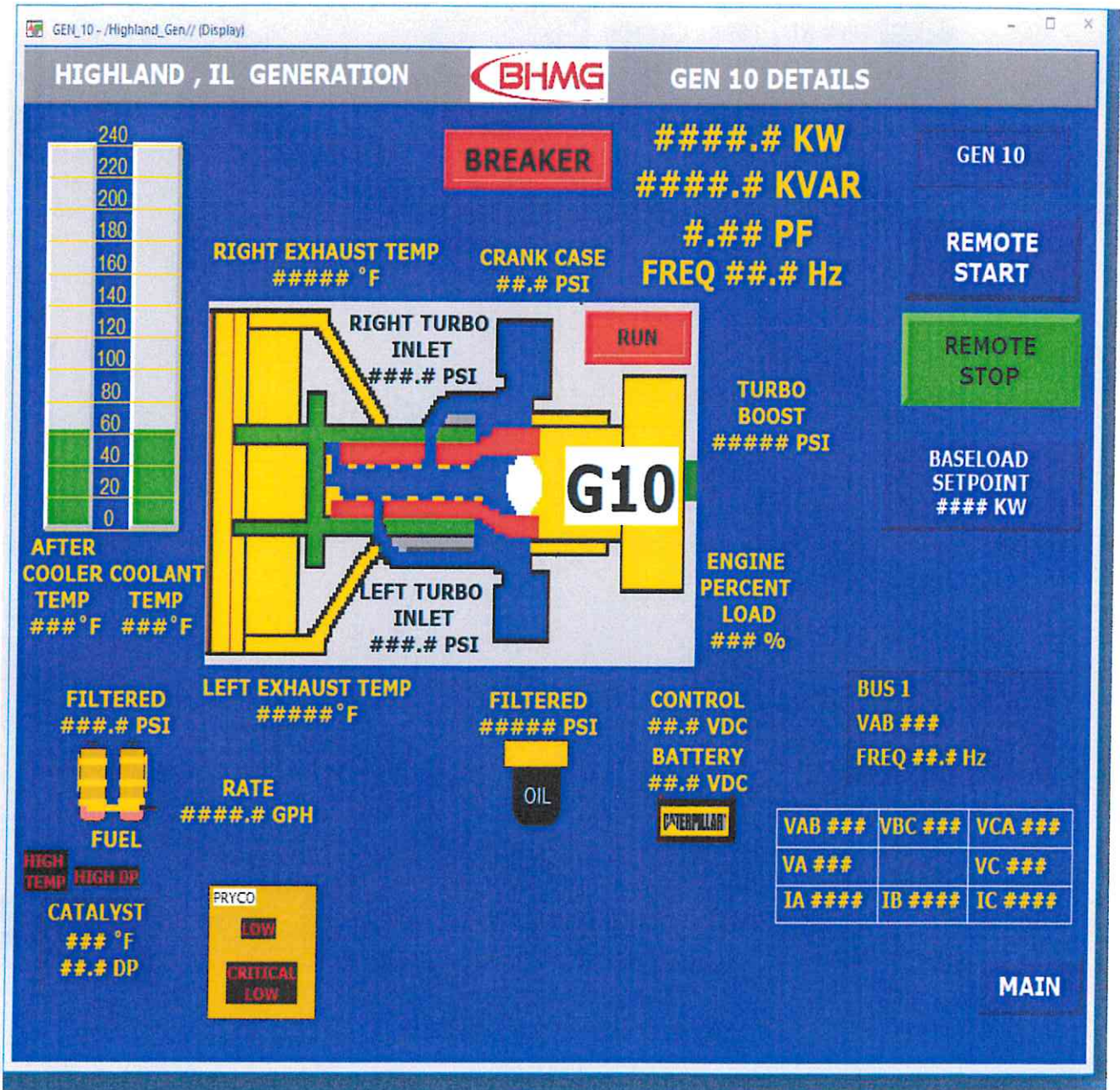
# ME PANELVIEW SCADA EXAMPLES

## GEN 9 Overview



# ME PANELVIEW SCADA EXAMPLES

## GEN 10 Overview



# ME PANELVIEW SCADA EXAMPLES

## Main Screen

MAIN - /Highland\_Gen//iDisplay

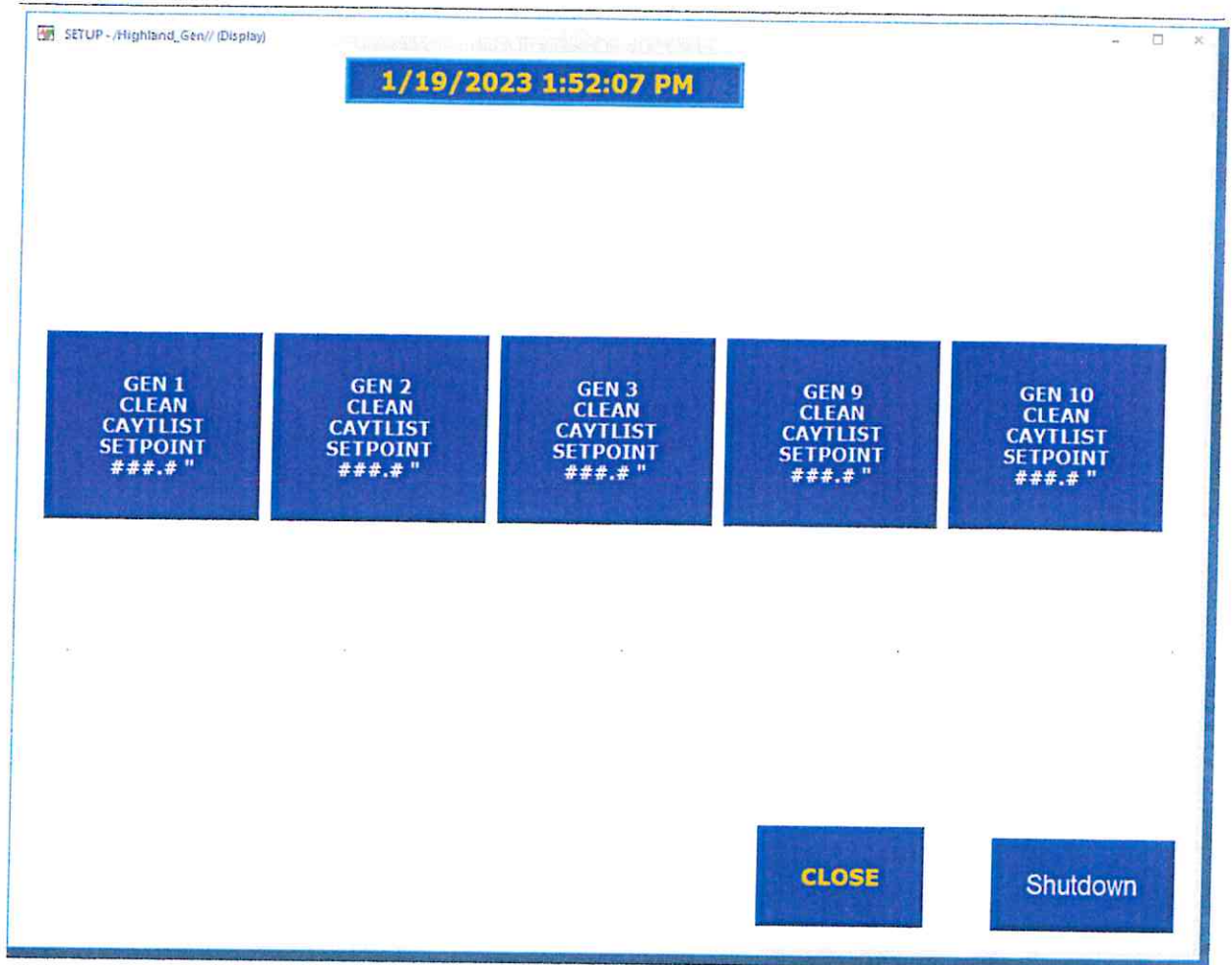
NNN.NN TOTAL CAT MW 1/19/2023 1:49:49 PM **BHMG**

GEN 1	GEN 2	GEN 3	GEN 9	GEN 10
####.# KW	####.# KW	####.# KW	####.# KW	####.# KW
####.# KVAR	####.# KVAR	####.# KVAR	####.# KVAR	####.# KVAR
###.# PF	###.# PF	###.# PF	###.# PF	###.# PF
FREQ ##.# Hz	FREQ ##.# Hz	FREQ ##.# Hz	FREQ ##.# Hz	FREQ ##.# Hz
<b>BREAKER</b>	<b>BREAKER</b>	<b>BREAKER</b>	<b>BREAKER</b>	<b>BREAKER</b>
GEN 1	GEN 2	GEN 3	GEN 9	GEN 10
<b>REMOTE START</b>	<b>REMOTE START</b>	<b>REMOTE START</b>	<b>REMOTE START</b>	<b>REMOTE START</b>
<b>REMOTE STOP</b>	<b>REMOTE STOP</b>	<b>REMOTE STOP</b>	<b>REMOTE STOP</b>	<b>REMOTE STOP</b>
BASELOAD SETPOINT #### KW	BASELOAD SETPOINT #### KW	BASELOAD SETPOINT #### KW	BASELOAD SETPOINT #### KW	BASELOAD SETPOINT #### KW
GEN 1	GEN 2	GEN 3	GEN 9	GEN 10
VAB ####.# KV	###.# MW	VAB ####.# KV	VAB ####.# KV	###.# MW
VBC ####.# KV	FREQ ##.# Hz	VBC ####.# KV	VBC ####.# KV	FREQ ##.# Hz
VCA ####.# KV	###.# PF	VCA ####.# KV	VCA ####.# KV	
IA ####	VAB ####.# KV	(210)	IA ####	
IB ####	FREQ ##.# Hz	###.# MW	IB ####	
IC ####			IC ####	

138 (914) 52 34.5 (200) 52

# ME PANELVIEW SCADA EXAMPLES

## Set Up Screen



# ME PANELVIEW SCADA EXAMPLES

## FEEDER SCREEN SAMPLE

The screenshot displays a SCADA interface for a feeder. At the top, there is a title bar with the text "Feeder\_1 - /Carey\_New\_Stada// (Display)" and a "VIPOWER" logo. Below the title bar, the screen is divided into several functional areas:

- BREAKER STATUS:** Includes an "OPEN" button and a "GO TO OPERATION" button.
- LOCAL/REMOTE:** Features a "REMOTE" button.
- RECLOSE STATUS:** Includes a "ONE SHOT" button, a "RECLOSE OPERATION" button, and a "RECLOSE COUNT" section with a counter "N" and four indicator lights labeled 1, 2, 3, and L. A "RESET" button is located below the indicator lights.
- AC VOLTS:** Displays four rows of voltage data: "NNNN.NN -A-B", "NNNN.NN -B-C", "NNNN.NN -C-A", and "NNNN.NN -N-AVG".
- AC AMPS:** Displays four rows of current data: "NNN.NN -A", "NNN.NN -B", "NNN.NN -C", and "NNN.NN -N".
- POWER FACTOR:** Displays four rows of power factor data: "LEAD N.NN -TOTAL", "LAG N.NN -A", "LAG N.NN -B", and "LAG N.NN -C".
- KVARs:** Displays four rows of reactive power data: "NNNN.NN -A", "NNNN.NN -B", "NNNN.NN -C", and "NNNN.NN -TOTAL".
- KWATTS:** Displays four rows of real power data: "NNNN.NN -A", "NNNN.NN -B", "NNNN.NN -C", and "NNNN.NN -TOTAL".
- FREQ HZ:** Displays "NNN.NN".
- KVA:** Displays "NNNN.NN".
- NOTIFICATIONS:** Includes a "LOCK OUT" button and a "FAIL TO TRIP" button.
- MEGAWATT HOURS:** Displays "NNNNNNNNNN" and a "TREND" button.
- Navigation:** Includes a "BACK" button and a "MENU" button at the bottom left.

# ME PANELVIEW SCADA EXAMPLES

## FEEDER CONTROL SAMPLE

South\_Sub\_FDR\_CTRL - /Casey\_New\_Scada// (Display)

### SOUTH SUB FEEDER CONTROL

FEEDER 1 ##### KW	FEEDER 2 ##### KW	FEEDER 3 ##### KW
BREAKER STATUS AND LOCAL/ REMOTE STATUS	BREAKER STATUS AND LOCAL/ REMOTE STATUS	BREAKER STATUS AND LOCAL/ REMOTE STATUS
<b>CLOSED</b> <b>RECLOSE ENABLED</b> <b>REMOTE</b>	<b>OPEN</b> <b>RECLOSE DISABLED</b> <b>REMOTE</b>	<b>CLOSED</b> <b>RECLOSE DISABLED</b> <b>REMOTE</b>
OPEN AND CLOSE BREAKER CONTROL	OPEN AND CLOSE BREAKER CONTROL	OPEN AND CLOSE BREAKER CONTROL
<b>OPEN</b> <b>CLOSE</b>	<b>OPEN</b> <b>CLOSE</b>	<b>OPEN</b> <b>CLOSE</b>

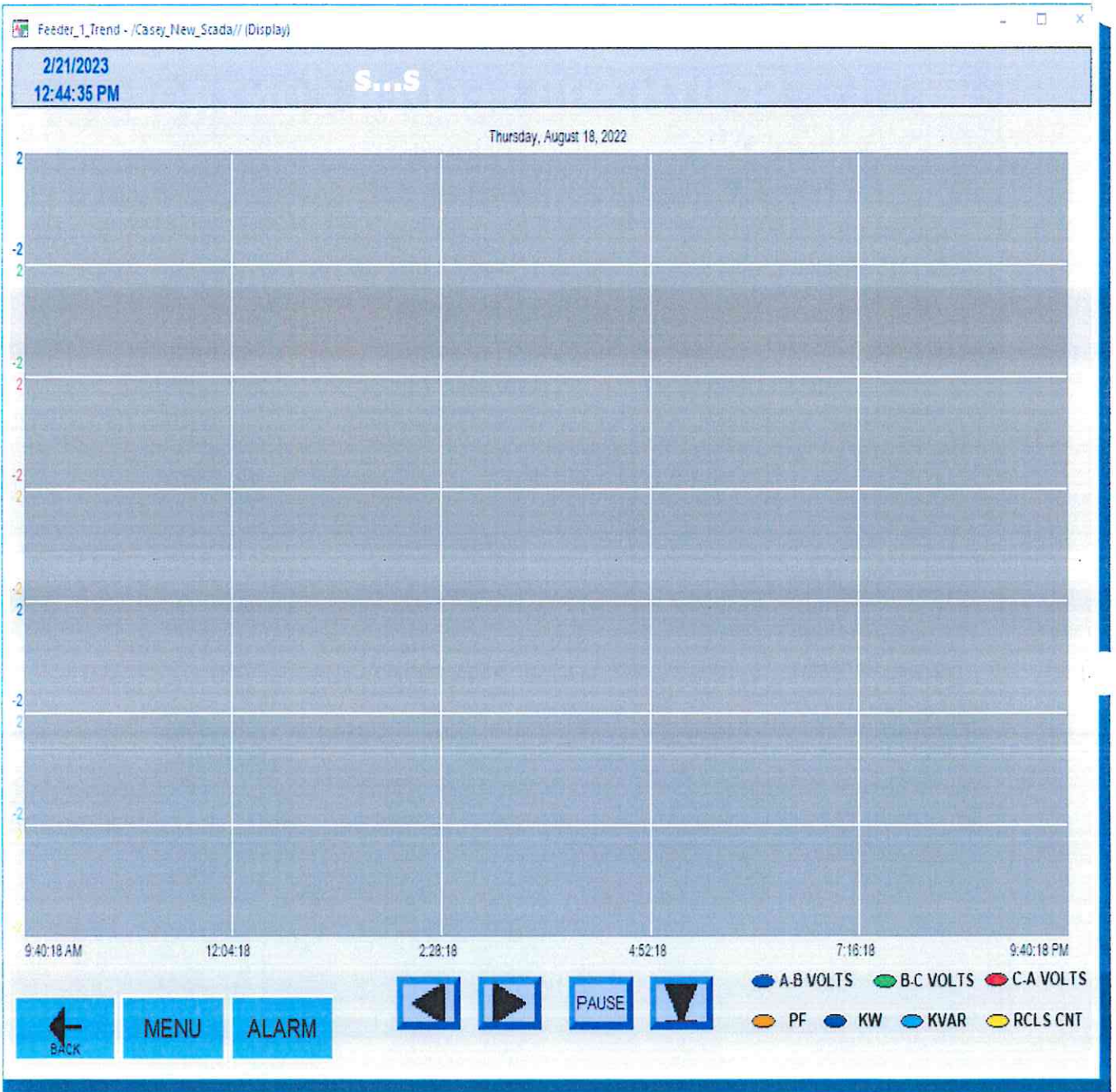
FEEDER 4 ##### KW	FEEDER 5 ##### KW	EXPRESS TO NORTH ##### KW
BREAKER STATUS AND LOCAL/ REMOTE STATUS	BREAKER STATUS AND LOCAL/ REMOTE STATUS	BREAKER STATUS AND LOCAL/ REMOTE STATUS
<b>OPEN</b> <b>RECLOSE DISABLED</b> <b>REMOTE</b>	<b>OPEN</b> <b>RECLOSE DISABLED</b> <b>REMOTE</b>	<b>OPEN</b> <b>RECLOSE ENABLED</b> <b>REMOTE</b>
OPEN AND CLOSE BREAKER CONTROL	OPEN AND CLOSE BREAKER CONTROL	OPEN AND CLOSE BREAKER CONTROL
<b>OPEN</b> <b>CLOSE</b>	<b>OPEN</b> <b>CLOSE</b>	<b>OPEN</b> <b>CLOSE</b>

**MAIN GEN 1-2-3**   **SOUTH SUB EN/DIS**   **SOUTH SUB MAIN**   **ALARMS**



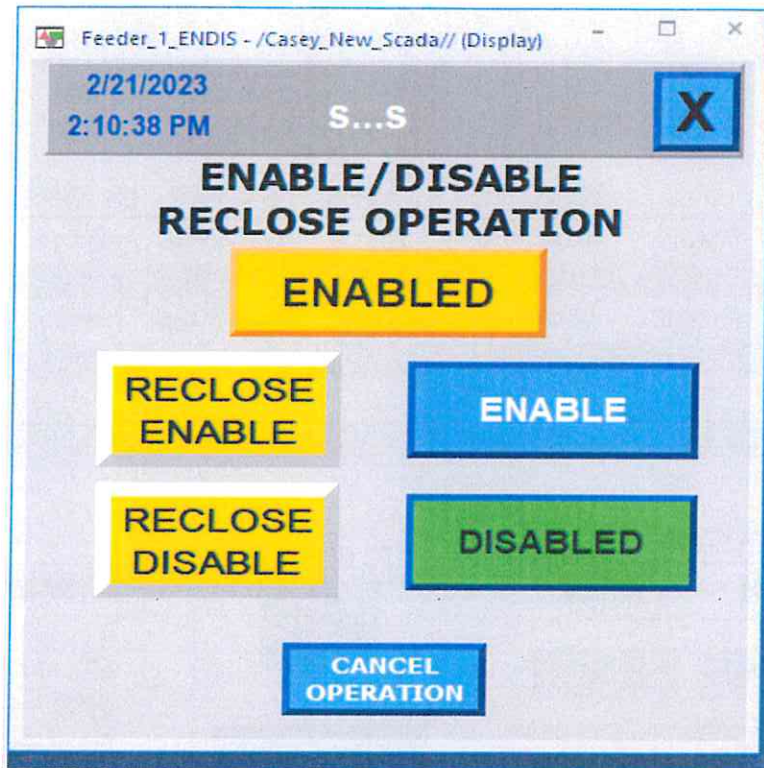
# ME PANELVIEW SCADA EXAMPLES

## FEEDER TREND SAMPLE

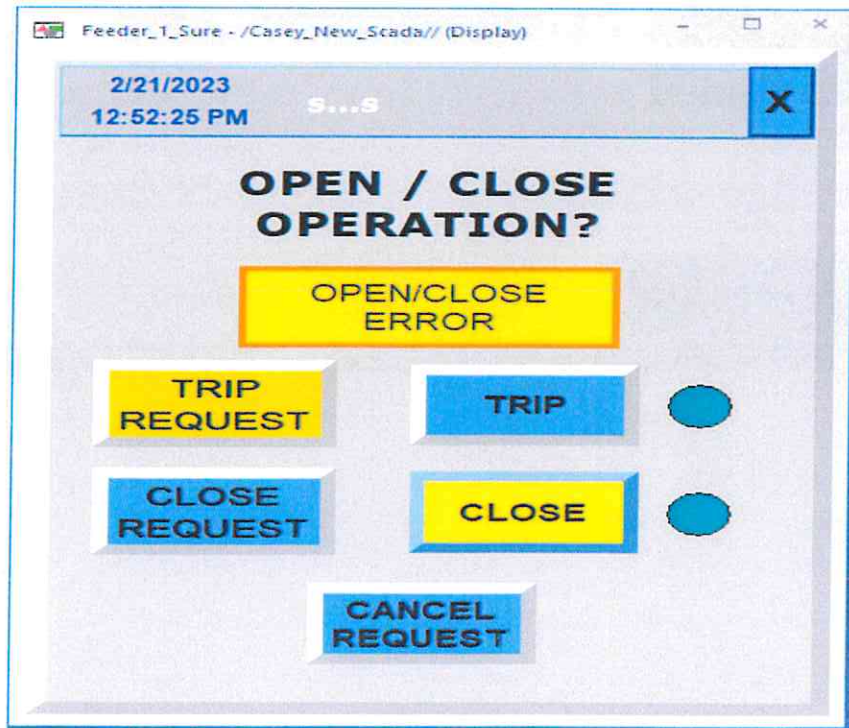


# ME PANELVIEW SCADA EXAMPLES

## BREAKER ENABLE DISABLE RECLOSE





## BREAKER CLOSE TRIP REQUEST SAMPLE



# ME PANELVIEW SCADA EXAMPLES

## TRANSFORMER CONTROL SCREEN SAMPLE

SS\_XFMR - /Casey\_New\_Scada// (Display)

 **SOUTH SUB TRANSFORMER** 

**CS Open/Closed Status Error**

	HS VOLTS	HS AMPS	LS VOLTS	LS AMPS	MVA
Phase A:	###.## kV ab	##### A	###.## kV ab	##### A	
Phase B:	###.## kV bc	##### A	###.## kV bc	##### A	
Phase C:	###.## kV ca	##### A	###.## kV ca	##### A	
Total:					###.## MVA
Total MWH:	#####.## MWH				

**OPERATION MODE**

INSIDE      OUTSIDE

**LOCAL**      **LOCAL**

**MANUAL**      **MANUAL**

**AUTO/MANUAL OPERATION**

**LTC POSITION**

###

**RAISE/LOWER OPERATION**

**ALARMS**

**DIFFERENTIAL TRIP**  
**LTC OIL LEVEL**  
**LTC SUDDEN PRESSURE**  
**MAIN TANK WINDING TEMP**  
**MAIN TANK OIL TEMP**  
**MAIN TANK OIL LEVEL**  
**MAIN SUDDEN PRESSURE**  
**MAIN PRESSURE RELIEF**

**FAN FAIL STAGE 2**

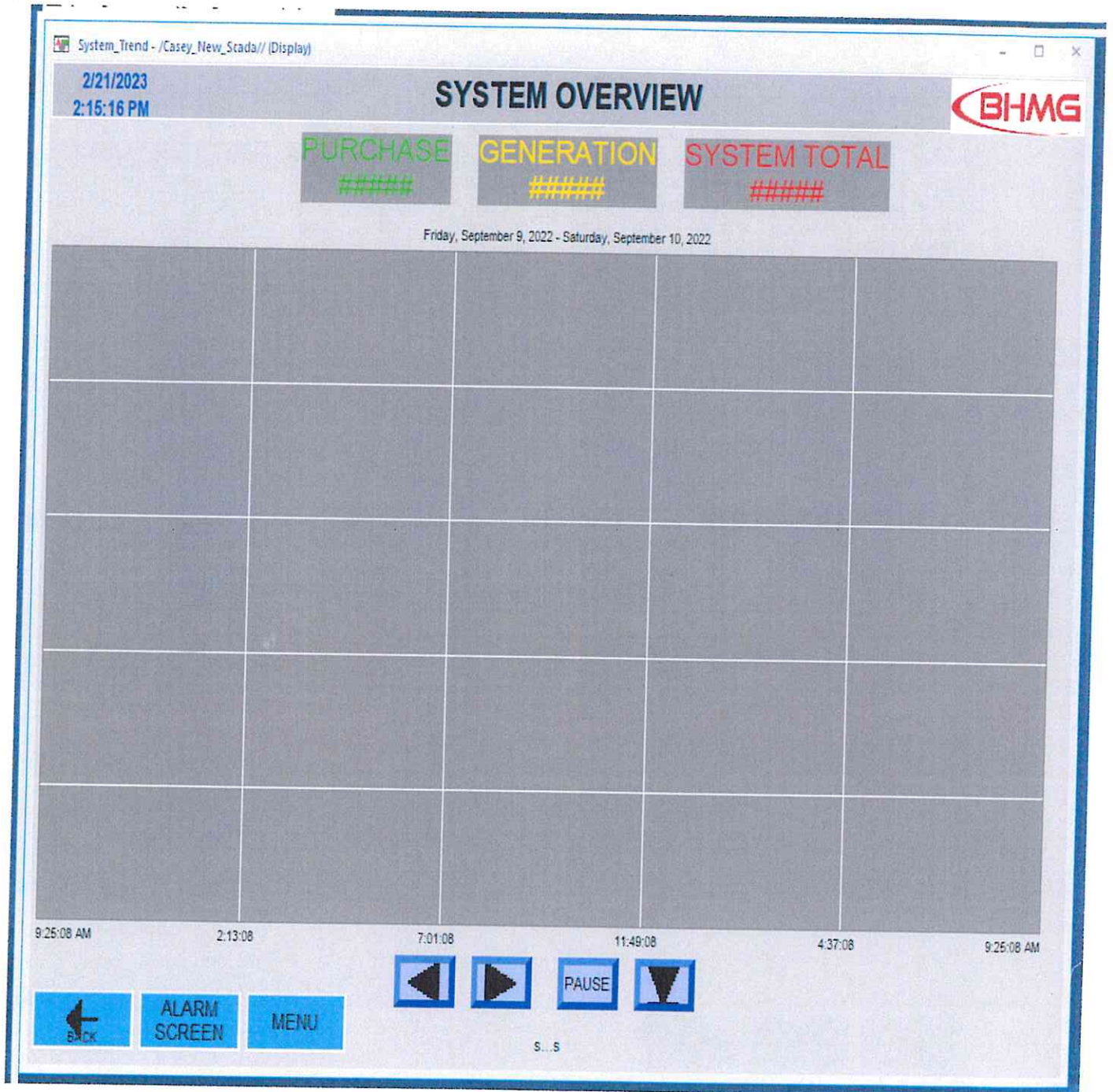
**TREND**

**ALARM SCREEN**      **MAIN**      **MENU**

s...s

# ME PANELVIEW SCADA EXAMPLES

## SYSTEM TREND SAMPLE



# ME PANELVIEW SCADA EXAMPLES

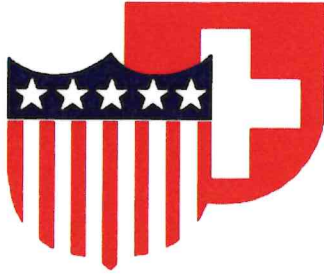
## SYSTEM STATUS READINGS SAMPLE

SYSTEM\_Metering\_STATUS - /Casey\_New\_Scada// (Display)

### SYSTEM STATUS

POWER SOURCES		KW	KVAR	KVA	PF	KWH	IA	IB	IC	VAB	VBC	VCA	FREQ
SS MAIN	<input type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NN.NN
CIRCUIT SW	<input type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NN.NN
GENERATOR 1	<input checked="" type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NN.NN
GENERATOR 2	<input checked="" type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NN.NN
GENERATOR 3	<input checked="" type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NNNNN	NN.NN
GENERATION TOTAL		NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN				
SYSTEM TOTAL		NNNNN	NNNNN	NNNNN		NNNNNNNNNN	NNNNN	NNNNN	NNNNN				

FEEDERS		KW	KVAR	KVA	PF	KWH	IA	IB	IC
WEST MAIN	<input checked="" type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN
DOWNTOWN	<input type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN
HUISINGA	<input type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN
CHARLES & M	<input type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN
WATER WORKS	<input type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN
EXPRESS	<input type="radio"/>	NNNNN	NNNNN	NNNNN	NN.NN	NNNNNNNNNN	NNNNN	NNNNN	NNNNN
FEEDER TOTAL		NNNNN	NNNNN	NNNNN			NNNNN	NNNNN	NNNNN



# City of Highland

## Department of Light and Power

**Memo to:** Chris Conrad, City Manager  
**From:** Dan Cook, Director of Light & Power  
**Date:** April 25, 2023  
**Subject:** Waiving usual and customary bidding procedures and issuing a contract to VIPower Services (Formerly BHMG Service Corp.) for SCADA work.

### RECOMMENDATION

I recommend that you seek council approval to issue a purchase order to VIPower in the amount of \$426,000.00 to engineer and update our SCADA system.

### DISCUSSION

Our original/existing SCADA system was purchased and installed in approximately 1999. At that time the system was state of the art and the best available in the industry, designed and built specifically for the electric industry. Much has changed since then as you can imagine since this is a computer based system and although we have installed upgrades along the way, the system has become beyond reasonable service. BHMG Service Corp. (now VIPower) has provided service including maintenance, troubleshooting and repairs to this system for the past 10 years and is not only intimately familiar with the system but is also very familiar with our operating practices and needs. This knowledge gives them the edge to allow them to provide us with a system that incorporates all the features we have come to expect along with all the new features available in an updated system. They have been our engineering consultants for the past 10 years and have provided us with a high level proposal detailing the features of the proposed system (see attached). With their knowledge of our system and expertise in the industry, granting a P.O. to them will allow us to preclude paying to have detailed specifications developed for others to review and the added cost for others to learn our current system and reverse engineer everything.


Based on the above, it is my opinion that waiving usual and customary bidding procedures and awarding this work to VIPower as a sole source award is in the best financial and operation interests of the City.

### CONCURRENCE

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

  
Daniel Cook, Director of Light & Power

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

  
Chris Conrad, City Manager

**ORDINANCE NO:** \_\_\_\_\_

**ORDINANCE AMENDING CITY CODE, CHAPTER 2 – ADMINISTRATION,  
ARTICLE IV. – DEPARTMENT OF PUBLIC SAFETY,  
DIVISION 2. EMERGENCY MEDICAL SERVICES AND  
FIRE DEPARTMENT DIVISIONS OF THE FIRE DEPARTMENT**

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

**WHEREAS**, City has determined it necessary to amend the City Code to clarify the EMS department’s defined scope of work under the City Code; and

**WHEREAS**, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to reflect the changes to the City Code as stated herein.

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

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

*Section 2.* City Code of Ordinances, Chapter 2 – Administration, Article IV. – Department of Public Safety, Division 2. – Emergency Medical Services and Fire Department Divisions of the Fire Department, shall be amended to read as follows:

***DIVISION 2. EMERGENCY MEDICAL SERVICES AND FIRE DIVISIONS - FIRE  
DEPARTMENT***

**Sec. 2-221. Established; composition.**

The Fire Department shall be reorganized to have two (2) divisions: Emergency Medical Services (EMS) Division and the Fire Division. The EMS Division shall immediately report to the EMS Chief, then to the Director of Public Safety. The Fire Division shall immediately report to the Fire Chief, then to the Director of Public Safety. The EMS Chief shall be in charge of the administration of the EMS Division, and other line or duty officers as members of the city council may from time to time provide for. The Fire Chief shall be in charge of the administration of the Fire Division, and other line or duty officers as members of the city council may from time to time provide for.

## **Sec. 2-222. Appointments.**

- (a) The Fire Chief and the EMS Chief shall be appointed by the city manager, upon recommendation of the director of public safety.
- (b) All other officers, firefighters, paramedics, emergency medical response personnel and other members of the fire department shall be recommended for appointment by their respective chief and the director of public safety and approved and appointed by the city manager.

## **Sec. 2-223. Officers' duties and responsibilities.**

- (a) *Fire Chief.* The chief of the Fire Division shall be a citizen and resident of the city, over the age of 21 years, of good moral character; shall be physically fit; and shall have ability to command members of the fire division and hold their respect and confidence. The fire chief shall be selected based on training, experience, executive and administrative qualifications and overall merit and fitness for the position. The fire chief shall be appointed for an indefinite period of time, and tenure of office shall depend upon good conduct and efficiency. The fire chief shall be responsible for:
  - (1) Training and discipline of members of the Fire Division;
  - (2) The organization of the fire department division as an effective firefighting unit;
  - (3) Inspections and investigations as necessary to reasonably ensure compliance with the abatement and removal of fire hazards and keeping records of all fires, fire calls, and determining the cause of all fires and reporting such monthly in writing to the director of public safety; and
  - (4) Compliance by the Fire Division and members thereof with all the laws, ordinances, insurance services office of the state, National Fire Prevention Administration standards, this Code and directions received from the Director of Public Safety relating to the Fire Division.
- (b) *EMS Chief.* The chief of the EMS Division shall be a citizen and resident of the city, over the age of 21 years, of good moral character; shall be physically fit; and shall have ability to command members of the EMS Division and hold their respect and confidence. The EMS Chief shall be selected based on training, experience, executive and administrative qualifications and overall merit and fitness for the position. The EMS Chief shall be appointed for an indefinite period of time, and tenure of office shall depend upon good conduct and efficiency. The EMS Chief shall be responsible for:
  - (1) Training and discipline of members of the EMS Division;
  - (2) The organization of the EMS Division as an effective EMS unit;
  - (3) Compliance by the EMS Division and members thereof with all the laws, ordinances, insurance services office of the state, National Fire Prevention Administration standards, this Code and directions received from the Director of Public Safety relating to the EMS Division.
- (c) *Member appointments.* All members of the Fire Divisions appointed after May 1, 2023, shall meet minimum standards as shall be promulgated by the rules of the fire department division as authorized by this division which shall provide, as a minimum, the following qualifications:
  - (1) At least 18 years of age.
  - (2) Possession of a high school diploma or its equivalent.
  - (3) Physically and psychologically healthy as determined by appropriate tests.



- (4) Of good character and not have been convicted of a felony or crime involving moral turpitude.
- (5) For members of the Fire Division, residence within the city limits or at the discretion of the Fire or Chief and the Director of Public Safety. For members of the EMS Division, residence as defined by the applicable Collective Bargaining Agreement
- (6) If you are employed full time by the City of Highland residency not required at the discretion of the EMS or Fire Chief and the Director of Public Safety.
- (7) A current member in good standing with the Highland Fire Department relocates outside of the city limits with approval from the Fire or EMS Chief and the Director of Public Safety.
- (8) A firefighter currently on a fire department other than Highland Fire Department that resides in city limits.

Such members shall have such duties as are assigned to them by the fire or EMS chief, and as are set out in the standard operating procedures policy manual.

### **Sec. 2-224. Inspection authority.**

The fire chief, or the chief's designee, shall have full authority to inspect all premises and order the removal and abatement of all fire hazards as defined by this Code, Illinois Compiled Statutes, the insurance services office of the state, and National Fire Prevention Administration standards.

### **Sec. 2-225. Equipment and facilities.**

The Fire Chief shall have control over all of the firefighting apparatus and fire department facilities within the city and owned by the city; shall be responsible for its care and condition; and shall make a report to the director of the department of public safety as to the condition of the equipment and facilities on or before February 1 and August 1 of each year. The Fire Chief may submit additional reports and recommendations to the director of the department of public safety as deemed necessary.

The EMS Chief shall have control over all of the EMS equipment and department facilities within the city and owned by the city; shall be responsible for its care and condition; and shall make a report to the director of the department of public safety as to the condition of the equipment and facilities on or before February 1 and August 1 of each year. The EMS chief may submit additional reports and recommendations to the director of the department of public safety as deemed necessary.

### **Sec. 2-226. Discipline.**

- (a) The EMS or Fire Chief shall have authority to discipline the members of his/her respective Division for just cause, including the suspension of any such member for a period of up to 30 days. Suspension greater than suspension or discharge shall be only upon the prior approval of the department of Public Safety Director.
- (b) Any member of the EMS or Fire Division having been disciplined while still a probationary employee is denied any appeal process. Any nonprobationary member of the EMS or Fire Division who has been disciplined in any manner other than oral reprimand may request a hearing to appeal the disciplinary action by submitting a request in writing for a hearing to the EMS or Fire Chief within five working days of receipt of notice of such discipline, and notice of such right to appeal together with the time limit constraints and the procedure set out in this section shall be given to such disciplined member at the time notice of the imposition of discipline is given.
- (c) Such appeal shall be heard by the mayor as a hearing officer who shall render a recommendation to uphold, reverse or modify such discipline to the city council within 15 days of the completion of such hearing. Such hearing shall commence within 15 days of receipt of request for such. All parties shall have the right to be

represented by counsel, present evidence and cross examine witnesses at such hearings. The hearing officer shall make the decision in writing and shall serve a copy of the decision on all parties to the proceeding and shall file such decision with the city clerk. The city council shall consider the hearing officer's recommendation at the next regular council meeting following filing of the decision with the city clerk. The city council may uphold, reverse or modify such disciplinary action and shall notify all parties in writing of its decision within five days of the making of such decision.

- (d) Nothing in this Section shall preclude the application of any disciplinary and/or due process provisions of the applicable Collective Bargaining Agreement, as it pertains to EMS employees.

### **Sec. 2-227. Record of fire calls.**

The Fire Chief shall keep in convenient form a complete record of all fire calls. Such record shall include the following:

- (1) The time of the alarm;
- (2) The location of the fire;
- (3) The cause of the fire if known;
- (4) If a fire call, the type of building and the name of the owner and tenant, the purpose for which occupied and the value of the building and contents;
- (5) The names of the members of the Fire Division responding to an alarm if a fire call; and
- (6) Such other information as may be deemed advisable or required from time to time by the Director of the Public Safety or other governmental agency.

### **Sec. 2-228. Volunteer Firefighter Compensation; pensions.**

- (a) Payment of volunteer firefighters shall be on a per call basis and shall be in accordance with the National Fair Labor Standards Act.
- (b) The firefighters' pension fund established by the city shall be administered by the city council in accordance with Illinois Compiled Statutes chapter 40 (40 ILCS 5/1-101 et seq.), as amended.

### **Sec. 2-229. Firefighter Training.**

- (a) Training schedules and standards designated to meet state statutory requirements, city codes, state insurance service office and National Fire Prevention Association standards, and Fire Division rules and regulations shall be promulgated by the fire department training committee and the Division training officer, who shall be a state-certified fire instructor. Such training program shall be reviewed annually and approved by the fire chief and director of department of public safety.
- (b) The training officer shall be responsible for applying for and pursuing reimbursement for training expenses through the state training and certification program.

### **Sec. 2-230. Departmental policy.**

The EMS and Fire Chiefs shall each cause to be generated a standard operating procedures policy manual of rules and regulations to be reviewed by the Director of Public Safety and approved by the city manager on an annual basis, which shall contain the following:

- (1) Duties and responsibilities;

- (2) Minimum qualifications and job descriptions of all members of the fire department division;
- (3) An organizational chart;
- (4) Training goals and objectives for the department;
- (5) General rules of operating the fire department division;
- (6) Action which may cause disciplinary response;
- (7) Equipment operation procedures;
- (8) Alarm response procedures;
- (9) Command structure by title and occupant of position; and
- (10) Levels of proficiency of all members of the fire department division.

**Sec. 2-231. Reports.**

All reports of the EMS and Fire Divisions will be reviewed by the Director of Public Safety and forwarded to the city manager along with any recommendations or additional information.

**Sec. 2-232. EMS Division Benefits and Protections**

Fire Department-EMS Division employees, as non-exempt, civilian employees with no fire suppression activities, shall receive the benefits and protections of the Fireman's Disciplinary Act, and all other statutory protections afforded to firefighters and non-firefighter paramedics and EMT's as civilian employees of a Fire Department, and shall retain their prior status as "fire fighters" as defined under the Illinois Public Labor Relations Act, 5 ILCS 315/3(g-1), and as certified for inclusion in the IAFF by the Illinois Public Labor Relations Board.

*Section 3.* This Ordinance shall be known as Ordinance No. \_\_\_\_\_ and shall be effective upon its passage and approval in accordance with law.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the \_\_\_ day of \_\_\_\_\_, 2023, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NOES:

ABSTAIN:

APPROVED:

---

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

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

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

**RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF HIGHLAND AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

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

WHEREAS, the Illinois Labor Relations Board (“ILRB”) has recognized the International Association of Fire Fighters (“IAFF”) as the exclusive representative for the Bargaining Unit comprised of all workers from the IAFF Bargaining Unit; and

WHEREAS, because of that recognition by the ILRB, the City is obligated by the Illinois Public Labor Relations Act (5 ILCS 315/1, et seq.) (“Act”) to bargain with the IAFF concerning the Bargaining Unit’s wages, hours and working conditions; and

WHEREAS, the City, by and through its designated bargaining team, has complied with the Act and has conducted negotiations with the IAFF; and

WHEREAS, the City, by and through its designated bargaining team, has conducted negotiations with the IAFF regarding the IAFF Bargaining Unit; and

WHEREAS, the City and the IAFF now desire to enter into the collective bargaining agreement (“Agreement”) regarding the City employees from the IAFF Bargaining Unit (*See Exhibit A*); and

WHEREAS, the City Manager is authorized and directed to execute any documents necessary to ratify the Agreement (*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 Agreement between City and IAFF, from May 1, 2023, through April 30, 2024, is approved (*See Exhibit A*).

*Section 3.* The City Manager is authorized and directed, on behalf of the City of Highland, Illinois, to execute the 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 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 \_\_\_\_\_, 2023, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

ABSTAIN:

APPROVED:

---

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

ATTEST:

---

Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

CITY OF HIGHLAND

AND

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
LOCAL 3672

May 1, 2023 to April 30, 2024

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**ARTICLE 1**  
**PREAMBLE**

This Agreement entered into by the City of Highland (hereinafter “Employer”) and the International Association of Fire Fighters, Local 3672 (hereinafter “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of the entire agreement regarding rates of pay, hours of work and other conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

(a) The City recognizes that, pursuant to the Illinois Public Labor Relations Act, the Union is the exclusive bargaining representative for all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining. The Unit shall include all full-time Emergency Medical Technicians employed by the City of Highland Fire Department, but exclude the Fire Chief, all part-time and temporary employees, all other employees of the City of Highland, and all Confidential and Managerial Employees and Supervisors, as defined by the Illinois Public Labor Relations Act.

(b) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit fairly.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

(a) The City shall not be required to bargain over matters of inherent management policy, which shall include such areas of discretion or policy as the functions of the City, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees.

(b) Both parties recognize that, except as expressly stated herein, the City shall retain the full and unrestricted right to operate and direct the affairs of the City of Highland in all of its various aspects, including, but not limited to: the right to establish budgetary controls; the right to direct the working forces; the right to plan, direct and control all the operations and services of the City; the right to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; the right to assign and schedule working hours; the right to hire, promote, suspend, discipline and discharge or relieve employees; the right to make and enforce reasonable rules and regulations; the right to establish work and productivity standards; and the right to change or eliminate existing methods, equipment or facilities and all other management rights guaranteed by law.

(c) Any terms and conditions of employment not specifically established by this Agreement shall remain within the discretion of the City to modify, establish or eliminate.

**ARTICLE 4**  
**PREVAILING RIGHTS**

Rights and privileges of employees, contained in policies currently in effect upon execution of this Agreement and which are not covered by the language of this Agreement, shall remain in effect if they impact employee wages, hours, terms or conditions of employment. Such rights and privileges may be changed only after the impact of such change has been bargained by the Union and the City upon a written demand for bargaining by the Union.

**ARTICLE 5**  
**GENDER**

When the male gender is used in this Agreement, it shall be construed to include male and female employees.

**ARTICLE 6**  
**WAIVER/ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless covered under Article 4, or expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties further agree that they had not waived their rights to bargain collectively over policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact of those changes that are not specifically referred to or covered by this Agreement.

**ARTICLE 7**  
**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specified in the board, agency or court decision or subsequent legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 8**  
**RESIDENCY REQUIREMENTS**

All members of the bargaining unit covered by this Agreement, shall as a condition of continuing employment, establish and maintain a bona fide residence within eighteen (18) miles of the City limits of Highland within six (6) months after completing the probationary period. Final decision on mileage determination shall be approved by the city and shall be reviewed using distances measured in mapping software with the greatest zoom level possible. i.e., City GIS system.

**ARTICLE 9**  
**EMPLOYMENT CONDITIONS**

(a) Fitness for Duty. If there is any question concerning an employee's mental or physical fitness for duty or fitness to return to duty following a layoff or a leave of absence, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical or mental health professional(s) selected by the City. If the City requires an employee to submit to an examination by a physician or other medical or mental health professional designated by the City, the City will pay the medical expenses to the extent that they are not covered by insurance ( i.e., without any out of pocket expenses to the employee). The employee may also seek an opinion from his/her personal physician or mental health professional and assume the medical expenses for this opinion/examination to the extent that they are not covered by insurance.

In the event of any dispute between the employee's personal physician / mental health professional and the City's physician / mental health professional, the employee may request that the dispute be submitted to a third physician / mental health professional mutually selected by the employee's physician and the City's physician. The opinion of the third physician / mental health professional shall be determinative of the employee's actual illness or fitness to return to duty, and the cost of the third opinion will be split equally between the employee and the City. If the majority of the physicians / mental health professionals determine that an employee is not fit for duty based on the results of such examination(s), the City may place the employee on sick leave or if an employee has exhausted all of his sick leave, on unpaid medical leave. The results of medical examinations shall remain confidential.

(b) Safety. All employees are expected to perform work in an efficient, safe and capable manner particularly as it affects other employees, costs and quality of work. Employees will be held responsible for the condition of areas in which they work and shall cooperate in maintaining general cleanliness and orderliness of the work areas.

(c) Absences and Tardiness.

- (1) It is understood that unauthorized or unreported absences, excessive absenteeism, repeated or excessive tardiness, or the abuse of sick leave (improper or excessive use) constitutes cause for discipline, up to and including discharge.
- (2) An employee who cannot report for duty at the scheduled time shall report

the reason therefore to his immediate non-bargaining unit supervisor prior to the date of absence when possible, but in no event later than one (1) hour prior to the start of the shift, unless circumstances prevent the employee from doing so. Any unauthorized or unreported absence or repeated or excessive tardiness shall be considered as absent without leave and a deduction of pay shall be made. Any unreported leave of two (2) consecutive working days or more shall be grounds for discharge. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

(d) City Vehicles. Individuals, other than employees, shall not be permitted to ride in City vehicles unless with proper authorization.

(e) Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act.

(f) Distribution of Agreement. The City shall provide the Union with a copy for each employee covered under this Agreement.

## **ARTICLE 10** **PROBATIONARY** **PERIODS**

(a) Probationary Period. All new employees of the bargaining unit and those hired after loss of seniority shall serve a probationary period of six (6) months. During the probationary period, the employee may be disciplined, suspended, laid off, demoted or terminated at the sole discretion of the City. Neither the reason nor the action may be the subject of a grievance.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his most recent date of hire with the City in a position covered by this Agreement.

(b) Promotional Probationary Period. In the event an employee is transferred to a different position or classification paying the same wage rate or promoted to a position paying a higher wage rate, such employee shall be considered a probationary employee for the first six (6) months in the new position. During this probationary period, the City may return the employee to the employee's former position at the employee's former rate of pay if the position is vacant. If the employee's position is not vacant, the City may implement the lay-off provision of this Agreement.

(c) Time absent from duty or not served for any reason shall not count toward the satisfaction of any probationary period.

**ARTICLE 11**  
**SENIORITY**

(a) Seniority shall, for the purpose of this Agreement, be defined as an employee's length of regular full-time continuous service with the City in a position covered by this Agreement beginning with his last date of hire. No seniority computation shall accrue when any employee is off the job due to any strike or work stoppage.

(b) Seniority does not apply and shall not establish any right to any particular types of work, assignment, equipment or location of work.

(c) Seniority and the employment relationship shall be terminated when an employee:

1. Resigns or quits; or
2. Is discharged; or
3. Is absent from work for two (2) consecutive working days without authorization, unless the absence and failure to report is due to circumstances beyond the employee's control; or
4. Is laid off and fails to report to work within three (3) working days after having been recalled; or
5. Does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence; or
6. Is laid off for a period in excess of two (2) years; or
7. Retires or is retired; or
8. Misrepresents the facts on his employment application, and such misrepresentation is material to his employment; or
9. He gives a false reason for obtaining a leave of absence or does not present proof of necessity within a reasonable period.

(d) If an employee is rehired to a position in the bargaining unit within one year, after a voluntary resignation, his seniority may be restored, at the sole discretion of the City Manager. This section shall not be subject to the grievance procedure.

(e) Each year the City shall post on a bulletin board in the Fire Department a seniority list showing the seniority date of each employee in the bargaining unit. A copy of the seniority list will also be furnished to the Union.

**ARTICLE 12**  
**LAYOFFS**

(a) The City may lay off an employee whenever such action is made necessary by reason of shortage of work or funds, abolition of a position, or change in organization. Layoffs, when necessary, shall be governed according to the length of service of the employee within a job classification.

(b) Applicants for City employment in a job classification shall not be hired while there are laid off employees who have seniority in that job classification, with the most senior being recalled first.

(c) In the event that an employee is laid off, he or she shall have the right to replace a less senior employee in another job classification within the bargaining unit if qualified for the job without additional training.

(d) Non-probationary employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall in the job classification from which the employee was laid off, an employee shall be recalled in the inverse order of the layoff providing he is fully qualified and able to perform the work for which he is recalled without further training. Employees who are eligible for recall shall be given three (3) days' notice of recall and notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union, provided that the employee must notify the Employer of his intention to return to work within twenty-four (24) hours after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

- Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City.
  1. An employee shall be paid for any earned but unused vacation days, comp time, and sick hours at the employee's option.
  2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
  3. If an employee is recalled, the amount of accumulated, non-compensated sick leave days that the employee had as of the effective date of the layoff shall be restored.
  4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

### **ARTICLE 13**

#### **ASSIGNMENT DURING DISABILITY**

The Employer shall have the right to offer a less strenuous position, entitled "light duty," to an employee who is medically unable to perform his/her regular duties. A light duty assignment will be within the ability of the employee as provided by a physician without being hazardous to other employees. The light duty position may be discontinued by the Employer at any time. The employee will receive his/her regular rate of pay during light duty. An employee shall not be required to accept a light duty position offered under this Article, but if the employee so refuses a position within his/her ability as provided by a physician, he/she will not be eligible to receive workers' compensation. Other benefits, including accumulation of seniority, shall continue for those employees who accept light duty under this Article. Fitness for Duty shall be determined as

per Article 9.

## **ARTICLE 14** **DISCIPLINE**

(a) Both parties agree that employees represented by the Union are expected to provide services to the City and its citizens in an economic and timely fashion and corrective discipline may be needed to ensure said provision of services. Disciplinary action may include but shall not be limited to: oral reprimand, written reprimand, suspension and discharge. The City shall not suspend or discharge any post-probationary employee without just cause. The City further agrees that disciplinary actions shall be in a timely fashion. The City agrees that an allegation of arbitrary or capricious application of the contract provisions contained herein, regarding suspension or discharge, shall be subject to the grievance procedure, provided, however, that oral reprimands can be grieved up to the final step of the grievance process and may not be arbitrated.

(b) The City agrees with the tenets of progressive discipline where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct.

(c) Any disciplinary action in an employee's file will be removed from the file after one (1) year, if there has been no recurrence of the type of conduct giving rise to the warning and the employee submits a request in writing to the Director of Human Resources requesting that the disciplinary action be removed from their personnel file.

(d) Any disciplinary action resulting in a corrective action involving time off may be removed from the file after three (3) years, if there has been no recurrence of the type of conduct leading to the time off and the employee submits a request in writing to the Director of Human Resources requesting that the disciplinary action be removed from their personnel file.

(e) Any disciplinary action, verbal or written, cannot be used against any employee after documentation of such has been removed from the employee's file.

## **ARTICLE 15** **GRIEVANCE PROCEDURE**

(a) Definition. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement during the terms of this Agreement against the City involving him as to the meaning, interpretation or application of the express provisions of this Agreement.

(b) Procedure. A grievance shall be processed in the following manner:

Step One      Between the aggrieved employee(s) with the Union Steward or designee and the aggrieved supervisor. The grievance will be presented to the Grievance Committee, comprised of Union members as established by the Union, within seven (7) regular business working days from the date of occurrence of the event that gives rise to the grievance, or within seven (7) regular business



working days of the date on which the employee knew, or should have known, of the matter giving rise to the grievance. This Committee can: (a) recommend the grievance to move forward through the established process, (b) conduct a hearing to obtain the positions of all parties named in the grievance, (c) recommend that the grievance not proceed any further.

Step Two      A committee recommended grievance will be presented within three (3) regular business working days from the date of committee approval. The grievance shall be submitted to the Employer (Chief or his designee) in writing and the Employer's response shall be in writing within seven (7) regular business working days after receipt.

Step Three      In the event the grievance is not satisfactorily settled in *Step 2*, the Union may request a meeting between the Public Safety Director and the Union to discuss the grievance. Such request must be made within seven (7) regular business working days of the Employer's answer to *Step 2*, and the meeting will be held within the seven (7) regular business working days of the request unless a later date is mutually agreed upon.

Step Four.      In the event the grievance is not satisfactorily settled in *Step 3*, the Union may request a meeting between designated representatives (Director of Human Resources and/or City Manager) of the Employer and the Union to discuss the grievance. Such request must be made within seven (7) regular business working days of the Employer's answer to *Step 3*, and the meeting will be held within the seven (7) regular business working days of the request unless a later date is mutually agreed upon.

(c) Arbitration. If the Union is not satisfied with the City's decision at *Step 4*, the Union may, by written notice to the City, refer the grievance to arbitration within ten (10) calendar days after the decision is provided by the City at *Step 4*.

- (1) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the Union's written notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike a name. The process shall be repeated and the person remaining shall be the arbitrator.

- (2) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (3) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and Union retain the right to employ legal counsel.
- (4) The arbitrator shall submit his decision in writing within a reasonable period following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (5) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(d) Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at *Step Two*. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules or regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under the law and applicable court decisions. Any decision or award of the arbitrator shall be final and binding on the parties, City, Union and the affected employee(s).

(e) Time Limits. No grievance shall be entertained or processed unless it is submitted within seven (7) calendar days after the first occurrence of the matter giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at the step and the grievant may immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

(f) Arbitration Fees/Expenses. The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the arbitrator. The arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

## **ARTICLE 16**

### **SHIFT EXCHANGE**

Employees shall have the right, subject to notification and approval of the Department EMS Coordinator / or designee, to exchange hours of equal length with another union employee, when the change does not create a continuous shift longer than 48 hours, interfere with the operation of the Emergency Medical Services Division, occurs within the same pay period, and does not create or occurs without expense of overtime. An employee involved in a switch is expected to work that shift and is not allowed to use benefit time during the switch. An employee mandated at the request of the Department EMS Coordinator to work longer than 48 hours shall be paid overtime at double the regular hourly rate. This excludes shifts running over 48 hours due to the continued performance of job duties as related to ambulance calls / runs.

## **ARTICLE 17**

### **HOURS OF WORK AND OVERTIME**

(a) Application of this Article: This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

(b) Normal Workweek and Workday: Except as provided elsewhere in this Agreement, the normal workday for full-time employees shall be a 24 hour shift and the normal workweek for full-time employees shall be 24 / 72 shift rotating thru a 28 day period. The schedule shall be attached to this agreement as appendix B. The maximum number of hours to be worked continuously is 48 hours.

(c) Rest Time: Employees required to be on duty more than sixteen (16) continuous hours shall be allowed eight (8) hours rest time but must respond to all calls of emergency as well as maintain the equipment in ready status.

(d) Overtime Pay: It is recognized that in addition to the normal workday and workweek, an employee may be required to work such additional time as is necessary in the judgment of the City. An employee shall be compensated at one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in a payroll week. Hours worked shall not include any uncompensated periods nor shall it include any paid leaves of absence except as provided below. It is agreed that hours worked shall include holidays, compensatory, vacation and sick leave time. Before an employee becomes eligible to work any overtime under this Agreement, the additional hours worked must be agreed by the Director or his designee. Overtime shall be calculated to the nearest fifteen (15) minutes.

(e) Overtime Assignment: The City reserves the right to require and assign overtime. The City reserves the right to seek volunteers for overtime or to select specific employees for overtime assignments. The City shall attempt to distribute scheduled overtime opportunities to those desiring to work overtime. The Union understands that overtime must be filled and that it will either be filled on a voluntary or mandatory basis. The Union also realizes that some

bargaining unit members do not desire to work any voluntary overtime.

### **VOLUNTARY OVERTIME**

1. Individuals wanting to work overtime (OT) will submit to administration, their availability for the following month on or before the 23<sup>rd</sup> day of each month.
2. On the 23<sup>rd</sup> of the month, the current seniority list will be altered. Those who submitted availability to work voluntary overtime will remain on the list and in the order of seniority. Those who did not submit availability will be removed from the list for that following calendar month.
3. Any 24-hour opening of OT will be split into two (2) 12 hour shifts.
4. Shifts will be filled with a person who is available for that day and who is highest on the seniority list. Once the person has been placed on a shift, they will be moved to the bottom of the list and the process of filling the OT openings will continue in this manner until the schedule is completed for the upcoming month.

### **MANDATORY OVERTIME**

1. The list for MANDATORY (assigned) OT will initially be the existing seniority list in the reverse order, starting with the least senior member.
2. When there are no offers to work OT on a voluntary basis, personnel will then be required (mandated) to work the vacant time slot(s).
3. The mandatory list will be used for this purpose, starting at the top of the list and working their way down the list in order, until sufficient staffing has been achieved.
4. Once a person is mandated to work, regardless of the length of time worked, their name is then moved to the bottom of the mandatory call-in list, thus creating a new order to the list.
5. The order of the mandatory list is thereafter predicated on whoever was mandated last then moves to the bottom of the list. All remaining on this list will rotate upwards on the list.

(f) Call-In Pay. A full-time employee who is called to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked pursuant to Article 12, Section (d) with a minimum of two (2) hours compensation or his actual time worked, whichever is greater.

(g) No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. (For example, an employee will not be paid both time and one-half (1-1/2) pursuant to Article 12, Section (d) and holiday pay pursuant to Article 20, Section (b) for the same hours actually worked on a holiday. Provide, however, this provision shall not be construed to prohibit an employee being paid his regular pay for the holiday pursuant to Article 20, Section (b) and holiday pay for all hours actually worked on the same holiday pursuant to that same section.)

(h) Coverage during the use of benefit time. Benefit time shall be taken only after it is

earned. Employees shall request desired benefit time in writing to their immediate supervisor no less than two (2) weeks in advance, at which time the City shall be responsible for finding a replacement employee. If benefit time is requested with less than two (2) weeks' notice, the employee wishing to take benefit time will be responsible for finding a replacement employee. No benefit time will be denied to the employee if the employee timely provides a replacement employee for approval by management consistent with the administrative policy for the mandating of employees to fill absences.

(i) Scheduling of Overtime When Staffing Vacancies. When a position is vacated by a union member, it is agreed the City of Highland has the right to fill available shifts at its discretion. However, if a position is vacated by a union member is not filled within 30 days from the last day worked, the union members will have the first opportunity to be scheduled for the vacated shifts.

(j) Christmas Holidays. Whenever possible, every attempt will be made to avoid requiring an employee from being required to work both Christmas Eve and Christmas Day, unless that employee volunteers to work said holiday, and unless a state of emergency has been declared. Parties understand and agree that deviation from the current "mandate policy" may become necessary to comply with this effort.

## **ARTICLE 18** **PREVIOUS SHIFT SUPERVISORS PAY**

The position of shift supervisor does not currently exist in the department. If the City should add the position in the future, the parties agree to bargain the benefits related to the position.

## **ARTICLE 19** **HOLIDAYS**

(a) All employees governed by this Agreement will be granted and entitled to the following holidays:

New Year's Day	President's Day	Memorial Day
Independence Day	Labor Day	Veteran's Day
Thanksgiving Day	Christmas Eve	Christmas Day
Martin Luther King Day	½ Day New Year's Eve	

(b) An employee will be granted holiday pay equal to 6 hours at the regular straight-time hourly rate of pay for Christmas Eve and New Year's Eve. If such a holiday falls on a workday, an employee shall also receive his regular straight-time hourly rate of pay for 1/2 his regular shift hours actually worked and pay equal to one and one-half (1-1/2) of his regular straight-time hourly rate of pay for the remaining half of the regular scheduled shift. An employee mandated to work an open schedule position on the eve's and who actually works on the eve shall be paid, in addition to his holiday pay, double time (2) of his regular straight-time hourly rate of pay for ½ all hours actually worked on the holiday.

(c) For each of the holidays listed, except as noted in Section (b) of this Article, a full-time employee shall receive pay equal to 12 hours at the regular straight-time hourly rate of pay.

An employee scheduled to work on the holiday and who actually works on the holiday shall be paid, in addition to 12 hours holiday pay, pay equal to one and one-half (1-1/2) of his regular straight-time hourly rate of pay for all hours actually worked on the holiday. An employee called to voluntarily work an open schedule position on the holiday and who actually works on the holiday shall be paid, in addition to his holiday pay, one and one-half (1-1/2) of his regular straight-time hourly rate of pay for all hours actually work on the holiday. An employee mandated to work an open schedule position on the holiday and who actually works on the holiday shall be paid, in addition to his holiday pay, double time (2) of his regular straight-time hourly rate of pay for all hours actually worked on the holiday.

(d) In order to be eligible for holiday pay, an employee must work his full scheduled work day before and after the holiday (unless on pre-approved paid benefit time, including sick leave with verification after the second occurrence in the calendar year).

(e) Personal Time: Employees will receive personal time equal to 48 hours (2-24 hour days) on May 1 of each year. (Please note that part of this personal time replaces the previous birthday holiday.) This time must be used prior to the following May 1 with no carryover allowed. Personal time will not be paid out when an employee leaves employment with the City.

## **ARTICLE 20** **VACATION**

(a) All full-time employees, as defined in this Agreement, who have completed one (1) year of continuous service from the anniversary date with the City, shall be entitled to vacation with pay as follows and based on an average work week of 42 hours over a 28 day period:

Regular full-time employees are eligible to accrue vacation annually on the following basis:

1. Upon completion of the first (1) year of continuous service from the anniversary date, employees shall be granted one (1) week per year.
2. Upon completion of the second (2) year of continuous service from the anniversary date and through the sixth (6) year of continuous service from the anniversary date, employees shall be granted two (2) weeks per year.
3. Upon the completion of the sixth (6) year of continuous service from the anniversary date, and through the eleventh (11) year of continuous service from the anniversary date, employees shall be granted three (3) weeks per year.
4. Upon completion of the eleventh (11) year of continuous service from the anniversary, and through the twentieth (20) year of continuous service from the anniversary date, employees shall be granted four (4) weeks per year.
5. Upon completion of the twentieth (20) year of continuous service from the anniversary date, employees shall be granted five (5) weeks per year.

(b) No vacation time may be carried over from one year to the next unless approved by

the City Manager. Requests must be made in writing prior to the expiration of the vacation time.

(c) Vacation shall be taken only after it is earned. Vacation requests made by May 1, of each year will be awarded by seniority. Vacation requests after May 1, will be awarded to the first employee who gives written notice of request. Vacations will be allowed with two weeks' notice, so long as usage of vacation time does not conflict with minimum staffing requirements.

(d) Within each job classification, vacations shall be scheduled insofar as practicable at times desired by each employee within the determination of preference made on the basis of seniority in classification. However, it is expressly understood that the final right to designate vacation periods and the number of employees in any job classification and/or department who may be on vacation, is reserved to the City because of the nature of the work and the requirement that the orderly performance and continuation of services be maintained.

(e) Vacation requests may be rescheduled by the City when, in the City's sole discretion, an emergency exists or when the vacation would result in insufficient manpower to accomplish the City's needs.

(f) In the event an employee is entitled to vacation time and resigns or retires from his employment, the City shall pay the employee for the amount of accrued vacation time to which he is entitled.

## **ARTICLE 21**

### **SICK LEAVE**

Subject to other provisions of this Article, in order for an eligible employee to receive compensation for accrued sick leave, the employee shall:

- 1) be unable to perform work duties due to illness or disability, or
- 2) require medical, dental, ocular or chiropractic care, or
- 3) have a contagious disease which may, in the course of the employee's work duties, endanger the health of others, or
- 4) take or receive not more than three (3) days per calendar year in the event of a serious illness in the employee's immediate family as hereafter defined, provided such illness is of such a nature so as to require the attendance of a physician and, in addition, it must also appear to the satisfaction of the City that the illness in the immediate family reasonably requires the presence of the employee for the welfare of the ill relative. Immediate family is defined to mean spouse or natural or adopted children, parents both natural and step. Employees shall notify the on-duty supervisor one (1) hour prior to the time set for beginning the employee's daily duties. Sick leave notification must be made to the on-duty supervisor personally for each workday that sick leave is being requested. Sick leave may be used only in (1/4) hour increments.

Full time employees hired prior to May 1, 2012 shall upon voluntary separation for reasons other

than misconduct or unsatisfactory performance, be paid for accumulated and unused sick leave up to a maximum of two hundred forty (240) hours. Full time employees hired on or after June 1, 2012 shall upon voluntary separation for reasons other than misconduct or unsatisfactory performance be paid for accumulated and unused sick leave as follows:

- Separation of an employee with less than five (5) years of full time service shall receive no compensation for accumulated and unused sick leave.
- Separation of an employee with five (5) or more years of full time service but less than ten (10) years of full time service shall receive compensation for fifty percent (50%) of their accumulated and unused sick leave with a maximum limit of one hundred twenty (120) hours.
- Separation of an employee with ten (10) or more years of full time service but less than fifteen (15) years of full time service shall receive compensation for seventy-five percent (75%) of their accumulated and unused sick leave with a maximum limit of one hundred eighty (180) hours.
- Separation of an employee with fifteen (15) or more years of full time service shall receive compensation for one hundred percent (100%) of their accumulated and unused sick leave with a maximum limit of two hundred forty (240) hours.

An employee who is sick and eligible to receive sick leave payment may take two (2) days off without a certificate from a medical professional. An employee who is off in excess of two (2) days shall furnish a certificate from the attending medical professional certifying the nature of the illness and that the employee is fit to return to work before payment of sick leave is made by the City, however, consecutive sick leave days will not be counted as additional occurrences.

Absences for medical, optical or dental appointments shall not be considered occurrences if notice is given by the employee at least one (1) day in advance of the planned absence, although employees shall make a reasonable effort to notify the supervisor of appointments for medical, dental or optical examinations at least two (2) weeks in advance of appointment whenever possible. In addition, if an employee becomes ill and leaves work due to an illness, the absence will not be counted as an occurrence.

The City may require an employee to furnish a certificate from a medical professional when a pattern of sick leave usage has developed or sick leave abuse is suspected. The City may also require, at its discretion, and at its expense that an employee have a physical examination with a professional selected by the City. The employee shall provide the City with accurate information concerning the reason for sick leave usage and cooperate fully with the City in connection with any inquiries or medical examination required by the City. No employee shall claim sick leave when physically able to work or engage in other employment or activities during sick leave. Abuse of sick leave and/or failure to provide a certificate from a medical professional shall be subject to discipline, up to and including discharge.

## **ARTICLE 22** **PAY PROCEDURE**

(a) It shall be the responsibility of each employee to see that his compensable hours are accurately entered into the Aladtec computer, for each day or event for which you are being paid by the City. An employee is required to enter his own time into the Aladtec program in order



to be eligible for compensation. If an employee inadvertently fails to enter the correct time in or out, the employee shall notify his supervisor or Director at the earliest possible time. Upon becoming aware of an error during clock in or out, the supervisor or Director shall log the proper time for the employee's on Aladtec. Employees are prohibited from beginning work or clocking in prior to the beginning of the regularly scheduled workday unless approved in advance by the supervisor.

(b) Falsifying or attempting to falsify any time log, or clocking in another employees hours, for the purpose of effecting compensation shall be grounds for disciplinary action up to and including termination.

(c) All employees governed by this Agreement will be paid every two (2) weeks as established by the City. If such payday is a holiday, payday shall be the preceding workday.

(d) Employees shall be paid in accordance with the salaries set forth in Appendix A.

(e) Payroll shall be calculated per the "Check Leveling" method as shown in Appendix C as attached. When duty shifts fall on a Holiday where additional compensation is earned per Article 19 HOLIDAYS, of this contract, the additional compensation will be factored into the appropriate pay period calculations.

### **ARTICLE 23**

#### **COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF**

Any Employee retiring or resigning from City employment shall file a written resignation with his department supervisor at least two (2) weeks prior to the effective date of his retirement or resignation, in order to receive payment for accumulated unused benefit time, as provided in other Articles in this Agreement.

### **ARTICLE 24**

#### **JURY DUTY**

(a) A full-time employee shall be granted a leave of absence with pay for jury duty or attendance in court or before a legislative or administrative body in connection with his official duties.

(b) In the case of jury duty, an employee who loses time from work during his regularly scheduled hours of work shall be paid his regular straight-time rate of pay for such time lost upon receipt of the entire sum paid for jury service (minus travel compensation).

(c) The employee must provide the City a memorandum from the Clerk of the Court verifying the employee's performance of jury duty.

(d) The employee must report back to his assigned job for the City during normal working hours, if not on active duty as a juror or witness, unless excused by his supervisor or Director.

**ARTICLE 25**  
**BEREAVEMENT LEAVE**

Employees will be granted up to 24 hours of paid Bereavement Leave for the death in an employee's immediate family, consisting of wife, husband, children, grandchildren, grandparents and the following relatives of the employee or spouse: father, mother, brother, sister. If an unusual relationship is not covered, an employee will seek approval on a case by case basis. To receive pay, the employee must attend the funeral of such person. Documentation may be required.

(a) In order to receive the bereavement leave with pay, the employee must notify the departmental supervisor at the earliest possible opportunity. If additional time is required by the employee, it must be approved by the City Manager and additional time may be taken and charged to sick leave.

(b) Pallbearers – When an employee serves as a pallbearer, they shall be permitted to be absent from work without loss of pay for the time required to perform their duties as a pallbearer, not to exceed one day. Notice of the employee's absence to serve as a pallbearer must be given to their supervisor at least one full day in advance of the absence from work. Documentation may be required.

**ARTICLE 26**  
**LEAVE OF ABSENCE WITHOUT PAY**

(a) The City, at its sole option, may grant employees, as defined in this Agreement, a leave of absence without pay for a period not exceeding ninety (90) days. Extension may be granted on a case-by-case basis, for an additional ninety (90) day period at the City's sole option. No vacation or sick leave benefits will accrue during a leave of absence without pay, nor shall any paid sick leave accrued prior to leave commencement be granted to persons on unpaid leave.

(b) An employee, while on approved leave of absence without pay, shall be entitled to accrual of seniority for the period of such leave.

(c) The City shall grant unpaid leaves of absence that are in accord with what is legally permissible under the Family and Medical Leave Act of 1993.

**ARTICLE 27**  
**PENSION AND RETIREMENT PLAN**

(a) All full-time employees shall be entitled to retirement benefits provided by the Illinois Municipal Retirement Fund (40 ILCS 5/7-101 *et. seq.*).

(b) Any employee retiring or resigning from City employment shall file a written resignation with his or her department supervisor at least two (2) weeks prior to the effective date of termination in order to receive payment for accumulated unused benefit time, as provided in other Articles of this Agreement.

**ARTICLE 28**  
**INSURANCE**

(a) The Union and employees shall agree to abide by the terms and conditions of the City ordinances for the provision of health and life insurance for the City employees.

(b) The City shall pay the premium cost toward medical, hospital and major medical insurance for all full-time employees of the City as it may now or hereafter be contracted for by the City.

(c) Effective May 1, 2021, the City shall pay forty percent (40%) of the premium for a family plan of hospital, medical and major medical insurance for dependents as now or hereafter contracted for by the City.

(d) Effective May 1, 2022, the City shall pay fifty percent (50%) of the premium for a family plan of hospital, medical and major medical insurance for dependents as now or hereafter contracted for by the City.

(e) If the Personnel Code of the Highland Municipal Code (Div 5, Sec. 2-156 et seq.) is amended by a vote of the City Council of the City of Highland to provide any change in employment benefits of any kind to the City's non-union employees as a whole, the City will grant the same change to the employees represented by IAFF Local 3672. This applies only to amendments of the Highland Municipal Personnel Code, and not to collective bargaining agreements negotiated by the City and other bargaining units.

(f) The City shall pay the premium for a \$20,000.00 life insurance policy with the employee having the exclusive right to have the beneficiary of his choice.

(g) Cost Containment. The City reserves the right to maintain or institute cost cutting measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second options for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

(h) Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

**ARTICLE 29**  
**MILITARY LEAVE**

Military leave will be permitted in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA 38 U.S.C. 4301- 4335) and the Illinois Military Leave of Absence Act (5 ILCS 3251).

**ARTICLE 30**  
**UNIFORM ALLOWANCE**

(a) All uniforms provided by the City for employees in the performance of their duties shall be furnished without cost to the employees by the Employer and maintained in good, safe condition. Uniforms issued by the City shall be replaced by the City for normal wear and tear and must be returned to the City when an employee leaves employment.

(b) When the uniform, including civilian clothing, is damaged or stolen while performing Fire Department duties, the Employer shall reimburse the employee for the full amount of the loss suffered.

(c) Employees who are off duty, not on call or not performing City related services shall not wear the uniforms provided by the City, except when traveling to and from work. All employees are required to report to work being clean and neat in appearance. If responding to a call on thirds, employees will not be required to wear a duty uniform.

(d) New hires shall be furnished with four (4) winter shirts, four (4) summer shirts, four (4) pairs of trousers, a name plate, a badge, collar pins, four (4) t-shirts, a coat, a cap, duty belt and black duty boots.

(e) No patches, buttons, badges or any other insignia may be worn on an employee's uniform unless distributed or approved by the Employer.

- (f) Upon termination of employment, all uniforms must be returned to the Employer.
- The City shall provide on-site a laundry facility to Employees for the sole purpose of cleaning of EMS duty uniforms. Additionally, clothing lockers shall be provided for the storage of uniforms on site. It shall be the responsibility of the employee to launder his/her uniforms on a regular basis on his/her duty shift. No overtime shall be paid in the laundering of uniforms.
  - Employees shall be provided black duty boots/shoes based on the following criteria:

**Non-safety toe boots/shoes** – The City shall pay one hundred percent (100%) of total cost to a maximum of \$80.00. Replacement to be approved based upon condition as determined by management, but shall not exceed annual replacement.

**Safety toe boots** – Must meet ANSI certified rating for safety toe. The City shall pay one hundred percent (100%) annually for the purchase of steel-toed safety shoes up to \$150.00 when required for employment. If an employee requests to purchase the above items earlier than the outlined time frames due to damage or safety purposes, it will be at the Dept. Directors discretion as to whether or not the City will pay for the purchase.

**ARTICLE 31**  
**SECONDARY EMPLOYMENT RESTRICTIONS**

- (a) Employees are permitted to engage in outside employment subject to the following restrictions:
1. Any outside employment is secondary to City employment and shall not interfere with proper performance of City employment. In the event an employee accepts employment by an employer or employers, other than the City that appears to affect the performance, quality and timeliness of his or her duties, he or she shall be required to resign from the secondary employment or subsequently be subject to disciplinary action by the City.
  2. No employee shall accept employment with other individuals or organizations or self-employment without written notification to the City Manager and approved annually (May 1), said approval shall not be unreasonably denied, nor shall any employee accept employment which requires the use of City equipment, facilities or materials.
  3. Employees are prohibited from working for any contractor or company that has a contract with the City during the period of the contract.
  4. No leave of absence shall be granted to enable any employee to try or accept employment elsewhere or for self-employment.
- (b) Any doubt as to a possible conflict of interest in regard to the restrictions stated in subsection (a) of this Article shall be discussed with the City Manager.

**ARTICLE 32**  
**NO STRIKE**

(a) No Strike. During the term of this Agreement, neither the Union nor any officers, agents or any employee, covered by this Agreement, for any reason, will authorize, instigate, promote, institute, aid, condone or engage in a slowdown, sit-down, work stoppage, refusal to perform overtime, mass absenteeism, strike, sympathy strike picketing or any other interference or disruption of the work, operations, functions or obligations of the City.

(b) Responsibility of Union. Should any activity proscribed in Section (a) of this Article occur, which the Union has or has not sanctioned, the Union shall immediately notify the employees, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately, and take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the City to accomplish this end.

(c) Violation. The City may discharge or discipline any employee who violates this Article, and any employee who fails to carry out his responsibility under this Article, and the Union agrees that the City has the right to deal with any such strike activity by imposing discipline, including discharge or suspension without pay on any, some or all of the employees

participating therein, as the City may choose; and further, that the only issue that may be raised in any proceeding is whether or not the employee actually engaged in any such prohibited conduct.

(d) No Lockout. During the term of this Agreement, the City shall not lockout any employee as a result of a labor dispute with the Union.

(e) Judicial Relief. Nothing herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

### **ARTICLE 33**

#### **DUES DEDUCTIONS**

The Employer shall honor any payroll deduction requests made by the Employee, including but not limited to, union dues, savings accounts, child support obligations, voluntary insurance premiums, and tuition accounts for dependents.

### **ARTICLE 34**

#### **INJURIES AND PROPERTY DAMAGE**

- (a) Injuries. Every employee who is injured while working shall report such injury to his supervisor immediately upon the occurrence of such injury. If the employee is injured to such an extent that medical attention is required, he shall immediately seek the same, and as soon as practicable notify his immediate supervisor.
- Property Damage. Every employee who is involved in an occurrence in which property of the City is damaged or in which other property is damaged shall report such occurrence as soon as practicable to his supervisor.
  - Failure to report an accident, injury, property and/or equipment damage or reporting of unsafe conditions may result in disciplinary action. Failure to follow any City safety rules, policies, procedures, practices, etc... may result in disciplinary action, specifically if there is an accident, incident, or damages and the employee is deemed at fault.

### **ARTICLE 35**

#### **BULLETIN BOARD SPACE**

The Employer shall provide three (3) foot by three (3) foot of space on a bulletin board for the use of the Union in the firehouse at a convenient location accessible to employees.

### **ARTICLE 36**

#### **POSTING OF SCHEDULES**

The Employer shall set up a full-time employee shift schedule for a twenty-eight (28) day period, posted in convenient locations accessible to employees and copies forwarded to each employee on a timely basis which will cover the normal manning requirement on each shift.

**ARTICLE 37**  
**MILEAGE ALLOWANCE**

Employees required to use their private automobiles for Emergency Medical Services business when the City's service car is not available, shall seek prior approval to be compensated at the current approved Federal mileage rate.

**ARTICLE 38**  
**TUITION REIMBURSEMENT**

Training courses, seminars, conferences, and other such professional development activities attended by an employee in an on-duty pay status must be approved on an individual basis by the City Manager, and reimbursement for fees and travel must be approved by the City Manager based upon the nature of the training involved. The Employer will reimburse all employees for any cost incurred for books, fees and tuition of courses required to obtain or maintain E.M.S. licensure. All necessary time, as determined by the City, spent to obtain or maintain E.M.S. licensure shall be considered hours of work, except that the City shall not be required to reimburse any individual for more than 32 Continuing Education Hours in a fiscal year. Books and materials paid for by the City under this Article shall remain the property of the City and those less than two (2) years old shall be returned to the City by the employee upon termination of employment. State mandated periodic re-licensure fees not to exceed \$40.00 will be reimbursed to the employee following each successful re-licensure period as established by the Illinois Department of Public Health. Employee will provide evidence of successful renewal of license in order to obtain reimbursement.

**ARTICLE 39**  
**CONTRACTING OUT**

The Employer shall not contract out any bargaining work unless mutual agreement is reached with the Union or an emergency occurs.

**ARTICLE 40**  
**DRUG TESTING POLICY**

**Section 1**      Statement of Policy:

It is the policy of the City of Highland that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate the law.

**Section 2**      Prohibitions:

Members of the bargaining unit covered by this Agreement shall be prohibited from:

- Consumption or possession alcohol at any time during the workday or anywhere on any City premises or job site, including all City building, properties and vehicles while engaged in City business, except as required in the line of duty;
- Illegally possessing, selling, purchasing, or delivering and illegal drug at any time, except as required in the of duty;

- Being under the influence of alcohol while on duty;
- Being under the influence of drugs at any time except as prescribed by a physician;
- Failing to report to their supervisor any known adverse side effect of medicine or prescription drugs, which they are taking.

Section 3      Testing:

The City has the right to engage in drug and alcohol testing for the following:

- Reasonable suspicion, pursuant to Section 4 of this Article.
- Aftercare, pursuant to Section 7(d) of this Article.
- Testing pursuant to section 9 of this Article.

Testing a member by any one of the above-mentioned methods shall not prevent the testing of the same member through any of the other above-mentioned methods.

Section 4      Reasonable Suspicion Testing:

Where the City has reasonable suspicion and just cause that a member of the bargaining unit is under the influence of alcohol during the course of the work day, or under the influence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, at any time, the City shall have the right to require the member to submit to an alcohol and/or drug test.

For reasonable suspicion, when a member is ordered to submit to testing authorized by this agreement, the City shall provide the member with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the member to discipline, but the member's taking of the test shall not be construed as a waiver of any objection or of rights that he may have. Delays in submission to the testing on the part of the member may constitute refusal to submit to testing.

Section 5      No Periodic Testing

There shall not be periodic testing by the City, either random or unit wide.

Section 6      Test to be conducted

In conducting testing authorized by this Agreement, the City shall

- Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA).
- Insure that the laboratory or facility selected conforms to all NIDA standards.
- Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No bargaining unit member covered by this Agreement shall be permitted at any time to become a part of such chain of custody.



- Collect a sufficient sample of the same body fluid or material from a member to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the member.
- Collect samples in such a manner as to preserve the individual member's right to privacy, insuring a high degree of security for the sample and its freedom from adulteration. Members shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting sample or where there is reasonable belief that the member has attempted to compromise the accuracy of the testing procedure.
- Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites.
- Provide the member tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the member's own choosing, at the member's own expense, provided the member notifies the City in writing within seventy-two (72) hours of receiving the results of the tests and further provided that the clinical laboratory or hospital facility is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA). The member shall be responsible for the forwarding the test results to the City within 72 hours after receiving the test results. Should the member's sample prove to be negative the City shall cover the cost.
- Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.
- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of 0.08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall not preclude the City from attempting to show that test results between 0.00+ and 0.08 demonstrate that the member was under the influence, but the City shall bear the burden of proof in such cases. All testing shall be conducted at a clinical laboratory or hospital facility pursuant to Section 6 of this Article.
- Provide each member tested with one copy of all information and reports received by the City in connection with the testing and the results.
- Insure that no member is the subject of any adverse employment action except emergency temporary reassignment with pay during the time necessary for confirmatory results under Section 6 (f) of this Article to be made. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

## Section 7 Voluntary Requests for Assistance

The City shall take no adverse employment actions against a non-probationary member of the bargaining unit who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require the member to be placed off of work without pay if he is then unfit for duty in his current assignment. The member may take any accumulated sick leave, compensatory time, or vacation during this time off. The City shall make available through its employee assistance program, a means by which the member may obtain referrals and treatment. All such requests shall be confidential and any information received by the City through whatever means shall not be used in any manner adverse to the member's interest.

Voluntary requests for assistance do not apply to probationary employees.

Voluntary requests for assistance will not have any adverse employment action being taken against the member.

Voluntary requests can be made on only one occasion by any individual member.

Voluntary requests for assistance shall not be used merely as an attempt to avoid discipline for violations of prohibitions under Section 2 of this Article.

The foregoing is conditioned upon:

- The member agreeing to appropriate treatment as determined by any and all physicians involved.
- The member permanently discontinuing his use of illegal drugs, unauthorized drugs, abuse of legal drugs or the abuse of alcohol.
- The member completes the course of treatment prescribed, including an "after care" group for a period of up to 24 months from the date the member officially completed the employee assistance program.
- The member agrees to submit to random testing during the hours of work during the period of "after care."
- Members who do not agree to the foregoing, who test positive a second or subsequent time for the presence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, or alcohol shall be subject to discipline, up to and including discharge.

## Section 8 Discipline/Discharge

All discipline shall be done in accordance with Article 10 of this Agreement. All potential defenses the member has as to legitimacy or appropriateness of testing procedure, reasonable suspicion, accuracy of the tests, and any other claims and/or defenses of the member may be offered to the City Manager.

Nothing in this Article shall be construed to prevent a member from asserting, or the City Manager from considering, treatment in lieu of discipline and any disciplinary proceeding conducted by the City Manager. Nothing in this Article shall be construed as preventing or limiting the City Manager in issuance of discipline, including discharge, instead of treatment in

lieu of discipline.

Section 9      Applicability to Bargaining Unit

This Article shall apply to any bargaining unit member, and shall not limit the right of the City to conduct any tests or to provide for any rules or regulations, restrictions or prohibitions as it may deem appropriate for persons seeking employment as Emergency Medical Technicians with the City of Highland.

Section 10      Confidentiality

Employees and the City agree to keep the names of the employees undergoing this procedure confidential. The City agrees not to contact law enforcement authorities as a result of a positive test.

Section 11      Right to Contest

All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion and just cause for ordering an employee to undertake a test, whether a priority chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in Article 11.

An employee, with or without the Union shall have the right to file a grievance concerning testing permitted by this order, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired, any legal rights that employees may have with regard to such testing.

Section 12      Indemnification

The City agree to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the City's activities in carrying out the drug/alcohol testing program. This is true only if the employee is found to be in the right.

**ARTICLE 41**  
**DURATION**

This Agreement shall be effective upon signing and shall remain in full force and effect until 23:59 on April 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other

party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph. No provision of this Article shall be deemed as a waiver of rights under Section 14(1) of the Illinois State Labor Relations Act (5 ILCS 315/14(1)).

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

CITY OF HIGHLAND

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 3672

By: \_\_\_\_\_  
Mayor, City of Highland

By: \_\_\_\_\_  
President, I.A.F.F. Local #3672

By: \_\_\_\_\_  
City Manager

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

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

DRAFT



**WAGES**

<b>Effective 5-1-2023</b>	<b>EMT-B (\$1.25)</b>	<b>EMT-P (3.5%)</b>
Probationary Period	\$16.33	\$23.12
Post-probation through three (3) years of service	\$17.84	\$24.68
Beginning 4th year through 7th year of service	\$18.41	\$25.69
Beginning 8th year through 12th year of service	\$19.09	\$26.89
Beginning 13th year through 16th year of service	\$19.61	\$27.81
Beginning 17th year through 25th year of service	\$20.38	\$29.17
After 25th year of service	\$20.71	\$29.75

DRAFT

# AUGUST 2009

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- A 
- B 
- C 
- D 

## HIGHLAND EMS

PO Box 218  
1122 Broadway  
Highland IL 62249  
Phone: 618-654-5901  
Fax: 618-654-3829  
E-mail: [grcsdy@highlandil.gov](mailto:grcsdy@highlandil.gov)



**Check Leveling (Example Only)**

<b>CURRENT</b>					
		Reg + OT = total hours	Hourly Rate		
Pay Period 1	Week 1	52	\$22.34	\$1,161.68	
Pay Period 1	Week 2	52	\$22.34	\$1,161.68	\$2,323.36
Pay Period 2	Week 3	52	\$22.34	\$1,161.68	
Pay Period 2	Week 4	24	\$22.34	\$536.16	\$1,697.84
28 Day Cycle		180			\$4,021.20
13 Cycles		2340			\$52,275.60

**52 Hours above = 40 regular plus 8 hours at 1.5 time (O.T)**

<b>PROPOSED - CHECK LEVELING</b>					
		Average of hours			
Pay Period 1	Week 1	45	\$22.34	\$1,005.30	
Pay Period 2	Week 2	45	\$22.34	\$1,005.30	\$2,010.60
Pay Period 3	Week 3	45	\$22.34	\$1,005.30	
Pay Period 4	Week 4	45	\$22.34	\$1,005.30	\$2,010.60
28 Day Cycle		180			\$4,021.20
13 Cycles		2340			\$52,275.20



# City of Highland

**Date:** May 12, 2023  
**To:** Honorable Mayor Hemann, City Council  
**From:** Chris Conrad, City Manager  
**Re:** IAFF Contract and Ordinance change

Staff recommends council approve the IAFF Contract that contains a 3.5% increase for medics and a \$1.25 flat increase for EMT-Basics. This contract is a 1 year term. Part of the negotiations included our agreeing to change the ordinance that specifies the structure of the Public Safety Department. You may recall that in February of 2022 we had made changes to the ordinance that formally established the Public Safety department and had EMS as a separate department from Fire. At the request of the union we are submitting for your approval a modification of that ordinance that places EMS under the fire department umbrella as a separate division within the fire department. This makes no change to how we are operating or their chain of command. This does allow the union members to be protected by fireman specific legislation such as the Fireman's Disciplinary Act and brings them into compliance with their membership in the IAFF. Neither staff nor our labor attorney has any objection to these provisions as it was never our intent to remove those protections. They are now classified as civilian, non-firefighting, non-exempt, employees of the Fire Department.

Respectfully,

DocuSigned by:  
  
C0AF095A532746D...  
Chris Conrad  
City Manager





Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
12603	AMAZON CAPITAL SERVICES	2 QTY BIC BRITE LINER HIGHLIGHTER, 1 QTY AA DUACELL BATTERIES.	05/05/2023	87.84
12617	Carrot-Top Industries	4x6 Illinois Flags	05/05/2023	349.95
Total for Department: 000 Balance Sheet Accounts				437.79
Department: 011 General Admin				
12594	LISA LEJEUNE	PERDIEM MEALS TYLER CONNECT23 05/06/23-05/10/23	05/02/2023	139.00
12595	REANNA OHREN	PERDIEM MEALS TYLER CONNECT23 05/06/23-05/10/23	05/02/2023	139.00
12596	DAWN ZOBRIST	PERDIEM MEALS TYLER CONNECT23 05/06/23-05/10/23	05/02/2023	139.00
12603	AMAZON CAPITAL SERVICES	1 QTY MIRCOSOFIT SURFACE PRO X-13' TOUCHSCREEN	05/05/2023	1,921.26
12609	AssuredPartners Comerstone LLC	MARCH MONTHLY FSA PLAN ADMINISTRATION	05/05/2023	175.50
12613	BARNETT PEST SOLUTIONS	MONTHLY COMMERCIAL PEST CONTROL- CITY HALL STORAGE	05/05/2023	20.00
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	103.90
12627	City Utilities	UTILITIES- 1115 BROADWAY	05/05/2023	1,043.64
12632	DE LAGE LANDEN FINANCIAL SERVICES LLC	COPIER USAGE/LEASE - CITY HALL BACK OFFICE	05/05/2023	266.67
12637	ELLIOTT DATA SYSTEMS INC	SERVICE AGREEMENT CAMERAS&DEVICES CITYHALL	05/05/2023	239.52
12640	Everlasting Etch	NAMEPLATE FOR W. NAPPER	05/05/2023	7.00
12654	Highland Arts Council	2023 FUNDING REQUEST FOR ART IN THE PARK	05/05/2023	7,000.00
12663	LEWIS BRISBOIS BISGAARD & SMITH LLP	LABOR AND EMPLOYMENT FILE NO: 15386-2	05/05/2023	999.10
12673	Northern Lights Display # 205	30 X 60 Banners	05/05/2023	1,195.00
12696	St Louis Business Journal	SUBSCRIPTION- C CONRAD	05/05/2023	170.00
12704	THE GREENHOUSE OF HIGHLAND	YELLOW ROSES FOR THE GOLD STAR FAMILIES	05/05/2023	60.00
12706	Third Millennium Assoc Inc	UTILITY BILL RENDERING	05/05/2023	207.04
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	125.87
12713	United Municipal Security	CD SERVICE	05/05/2023	1,251.36
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	102.87
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	128.09
12725	Watts Copy Systems Inc	COPIER USAGE/LEASE CITY HALL BACK OFFICE	05/05/2023	311.58
12727	WEX BANK	APRIL FUEL	05/05/2023	122.86
Total for Department: 011 General Admin				16,119.31
Department: 012 Police Dept				
12606	APEX PHYSICAL THERAPY	PRE-EMPLOYMENT TESTING SEBASTIAN&THOLE	05/05/2023	328.00
12613	BARNETT PEST SOLUTIONS	PSB PEST CONTROL FEB SERVICE	05/05/2023	50.00
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	36.00
12627	City Utilities	RADIO SHED UTILITIES	05/05/2023	962.42
12637	ELLIOTT DATA SYSTEMS INC	SERVICE AGREEMENT CAMERAS&DEVICES PD	05/05/2023	2,810.00
12640	Everlasting Etch	SHADOW BOX FOR C. BECHERER	05/05/2023	123.00
12656	Highland Printers	NOTICE OF TOW #11315 QTY 250	05/05/2023	176.00
12662	Leon Uniform Company Inc	BLAND 2 UNIFORMS PANTS, 2 SS SHIRTS, ELT BADGE HOLDER	05/05/2023	596.93
12663	LEWIS BRISBOIS BISGAARD & SMITH LLP	LABOR AND EMPLOYMENT FILE NO: 15386-2	05/05/2023	25.50
12665	MADISON COUNTY INFORMATION TECHNOLOGY	MAD CO LEADS LEASE	05/05/2023	24.28
12676	O'Reilly Automotive Inc	1 QTY 280X PROTECT	05/05/2023	13.99
12686	Quench USA, Inc	1 QTY BLUE-V-R 04/16/23-07/15/23	05/05/2023	165.00
12689	Reding Tire & Battery Inc	CAR 5 OIL CHANGE	05/05/2023	43.05
12691	Saltus Technologies, LLC	DIGITICKET SOFTWARE MAINT AND SUPPORT AGREEMENT	05/05/2023	863.00
12709	TRANSUNION RISK AND ALTERNATIVE	TLO BACKGROUND CHECKS INVESTIGATIONS	05/05/2023	162.60
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.96
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	120.97
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	61.48
12727	WEX BANK	APRIL FUEL	05/05/2023	3,771.73
Total for Department: 012 Police Dept				10,710.91
Department: 013 Building & Zoning				
12591	MICHAEL HANNA	PERDIEM MEALS TYLER CONNECT23 05/06/23-05/10/23	05/02/2023	139.00
12604	Ameren Illinois	GAS CHARGE	05/05/2023	298.27
12613	BARNETT PEST SOLUTIONS	MONTHLY INSPECTION & TREATMENT	05/05/2023	28.00
12627	City Utilities	UTILITIES- 2610 PLAZA DR OFFICE/LIGHT DEPT	05/05/2023	173.82
12641	Feldmann Homes	REIMBURSEMENT	05/05/2023	1,285.54
12663	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	05/05/2023	975.84
12697	SUMNER ONE, INC	COLOR COVERAGE	05/05/2023	154.18
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	24.19
12727	WEX BANK	APRIL FUEL	05/05/2023	126.79
12732	Zobrist Electric Inc	FINAL ELECTRICAL INSPECTIONS	05/05/2023	1,437.95
Total for Department: 013 Building & Zoning				5,020.50
Department: 014 Fire Dept				
12598	Ace Hardware	ACE OPERATING SUPPLIES	05/05/2023	96.25
12599	AEC Fire-Safety & Security Inc	ANNUAL INSPECTION	05/05/2023	1,031.65
12603	AMAZON CAPITAL SERVICES	1 QTY 10PK LEXTRA TAG REFILLS WHITE PLACTIC LABEL REFILL	05/05/2023	147.28
12627	City Utilities	UTILITIES- 184 WOODCREST DR	05/05/2023	973.69
12631	DATA TRONICS, INC	2 QTY LED QUADRAFLARE, 9X7, CLEAR LENS, SPLIT R/B	05/05/2023	8,076.55
12637	ELLIOTT DATA SYSTEMS INC.	SERVICE AGREEMENT CAMERAS&DEVICES FIRE	05/05/2023	890.00
12657	Fuels Oil Co	APRIL DIESEL FUEL	05/05/2023	351.63
12676	O'Reilly Automotive Inc	1 QTY BATTERY, CORE RETURN	05/05/2023	498.19
12680	PLUMBERS SUPPLY #215	WAX RING/WHORN, COMP QT ANG ST CP, SS CLSE CONN, SINK CONN	05/05/2023	1,169.69
12693	SENTINEL EMERGENCY SOLUTIONS	2 QTY FIRE HELMET AND SHIPPING	05/05/2023	5,991.36
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	6.04
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	32.21
12727	WEX BANK	APRIL FUEL	05/05/2023	231.39
Total for Department: 014 Fire Dept				19,495.93
Department: 017 Streets / PW Admin				
12601	Albers Fire Prot. Equipment Inc.	24 Inspected & Tagged Port. ABC Fire Ext., 1 New ABC Fire Ext.	05/05/2023	345.00
12603	AMAZON CAPITAL SERVICES	1 QTY 200 PCS FIESTA NAPKINS	05/05/2023	119.37

12613	BARNETT PEST SOLUTIONS	Monthly Pest Control	05/05/2023	30.00
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	9.45
12627	City Utilities	City Utilities	05/05/2023	1,138.01
12628	Cooperative Response Center, Inc	BASE FEE APRIL.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENS	05/05/2023	81.44
12636	Electrico Inc	US 40 & Troxler Ave./ Iberg Rd.	05/05/2023	170.01
12640	Everlasting Etch	PLAQUE FOR B AEGERTER RETIREMENT	05/05/2023	51.00
12655	Highland Chamber Of Commerce	\$250 GIFT CERTS. FOR RETIREMENT B AEGERTER	05/05/2023	250.00
12657	Huels Oil Co	TAX	05/05/2023	3,428.51
12663	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V JASON METTLER FILE NO: 15386-3	05/05/2023	1,366.83
12664	LOU FUSZ FORD OF HIGHLAND COMPANY	Truck # 606 - Change Oil & Filter, Air Cleaner & Filter,	05/05/2023	257.73
12669	Mike A Maedje Trucking Inc	RR3 - 21.64 ton, \$21.00 p/t. Tic. # 1922434	05/05/2023	454.44
12675	Nu Way Concrete Forms Troy LLC	30"x187" High Pro Diamond Blade, ERB S8 Terry Cloth Brow Pad	05/05/2023	2,615.55
12676	O'Reilly Automotive Inc	Qt Fuel Treat	05/05/2023	256.27
12682	Productivity Plus Account	MIDWEST TRACTOR SALES INC	05/05/2023	272.78
12688	Red E Mix LLC	88PCCEP32-PP-1, Super-P- Tic # 60141478, 479-18ey, \$148p/ey	05/05/2023	5,544.00
12692	Schulte Supply Inc	80' of 12", 15" & 18" HDPE Pipe	05/05/2023	3,551.20
12710	Track Centers Inc	Truck # 57 - Muffler	05/05/2023	614.08
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	42.35
12727	WEX BANK	APRIL FUEL	05/05/2023	290.82
12731	Woody's Municipal Supply	Salt Spreader for new Freightliner Dump Truck	05/05/2023	23,185.82
Total for Department: 017 Streets / PW Admin				44,451.58
Total for Fund:001 General Fund				96,236.02
Fund: 007 Community Development Fund				
Department: 007 Community Development				
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	6.03
Total for Department: 007 Community Development				6.03
Total for Fund:007 Community Development Fund				6.03
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
12622	Christ Bros Inc	HMA - SC N50: 3.5 Ton, \$75.00 p/t	05/05/2023	1,573.16
12669	Mike A Maedje Trucking Inc	CM6 - 24 14 ton, \$11.75 p/t, Tic # 1921480	05/05/2023	1,810.54
12675	Nu Way Concrete Forms Troy LLC	Sika 1-A Limestone Polyurethane Sealant	05/05/2023	1,554.96
Total for Department: 008 Motor Fuel Tax				4,938.66
Total for Fund:008 Motor Fuel Tax Fund				4,938.66
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
12597	Ace Fitness Services	Replaced Cable on Row cable machine	05/05/2023	140.00
12598	Ace Hardware	ACE OPERATING SUPPLIES	05/05/2023	135.14
12603	AMAZON CAPITAL SERVICES	2 QTY SET OF 3 PULL UP ASSIST BANDS	05/05/2023	69.90
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	1,325.04
12627	City Utilities	UTILITIES- 1 NAGEL DR- KORTE REC CENTER	05/05/2023	9,190.41
12630	Da-Corn Digital Office Solutions	Ink for the Riso printer	05/05/2023	174.90
12642	Fitness Upholstry Specialists, LLC	Upholstery repairs for KRC equipment	05/05/2023	740.00
12644	Randy Fooder	Refund for 20 visit card that was purchased	05/05/2023	110.50
12645	FROST Electric Supply	Replacement lights for KRC	05/05/2023	130.05
12655	Highland Chamber Of Commerce	\$250 GIFT CERTS FOR RETIREMENT N GRAMLICH	05/05/2023	250.00
12666	Mazzio's Pizza	March pizza orders	05/05/2023	1,384.00
12677	Orkin Exterminating	Monthly pest control bill for April	05/05/2023	82.09
12679	Pepsi	KRC concessions supplies	05/05/2023	1,383.96
12686	Quench USA, Inc	Monthly water bottle refill station bill	05/05/2023	55.00
12700	Switzer Food and Supplies	KRC concessions supplies	05/05/2023	318.75
12708	TK Elevator Corporation	Elevator servicing 4/1-6/30/23	05/05/2023	1,302.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	36.26
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	502.53
12724	Watts Copy Systems Inc	Monthly Copier payment	05/05/2023	359.26
Total for Department: 009 Korte Rec Center				17,690.71
Department: 016 Parks & Recreation				
12598	Ace Hardware	ACE OPERATING SUPPLIES	05/05/2023	332.77
12603	AMAZON CAPITAL SERVICES	3 QTY ORBIT FRONT TRIGGER 7 PATTERN NOZZLE	05/05/2023	51.92
12604	Ameren Illinois	Evergreen CT ST Lite	05/05/2023	54.01
12612	Barco Products Company	Dave & Doris Meyer and Kris Reed Benches	05/05/2023	2,369.41
12613	BARNETT PEST SOLUTIONS	Monthly pest control (February)	05/05/2023	25.00
12614	Bluff Equipment Inc	Kubota Maint/Repairs 2/27/23	05/05/2023	338.72
12615	Carmen Bostrom	YAH trip refund for Cookie Decorating	05/05/2023	45.00
12616	Broadway Battery & Tire	22 Silverado Maint/repairs	05/05/2023	80.88
12618	Stephanie Case	Refund for Boys Playground session	05/05/2023	80.00
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	485.57
12626	City Petty Cash	TIPS FOR DRIVERS AND TOUR GUIDES FOR WASHINGTON DC TRIP 05/18/23	05/05/2023	1,340.00
12627	City Utilities	UTILITIES- BATHROOM PAV WATER	05/05/2023	6,945.49
12629	Cygan-Delaney Catering	Senior day food	05/05/2023	195.03
12633	DigitalArtz LLC	Water shed signs (will be reimbursed by grant)	05/05/2023	3,673.81
12637	ELLIOTT DATA SYSTEMS INC.	SERVICE AGREEMENT CAMERAS&DEVICES SENIORCTR	05/05/2023	195.00
12638	Emerald View Turf Farms	Seed bag used for the Square	05/05/2023	101.11
12639	Essenpreis Plumbing & Htg	Optimist field valve repair	05/05/2023	4,121.78
12646	St. Clair Service Company FS Turf Solutions	Parks turf supplies (HYBSL Remeimbursing part of it)	05/05/2023	464.50
12651	Hediger's Backhoe Inc.	Pump Boat Ramp Tank	05/05/2023	250.00
12657	Huels Oil Co	APRIL DIESEL FUEL	05/05/2023	714.64
12660	Kalmer Landscape Supply	Mulch for Silver Lake	05/05/2023	896.70
12670	MTI Distributing, Inc.	Belt for equipment	05/05/2023	502.88
12676	O'Reilly Automotive Inc.	1 QTY SEMI-MET PAD, OIL FILTER, HINGE PIN KIT, STRIKER BOLT, SQTO	05/05/2023	-146.60
12679	Pepsi	WCC concessions supplies	05/05/2023	317.57
12687	R P Lumber Co Inc	CREDIT FROM 10/26/2021	05/05/2023	-22.94
12690	RenFun	Kayak rental service at Silver Lake	05/05/2023	16,000.00
12694	SITEONE LANDSCAPE SUPPLY	Clay for fields (HYBSL will partially reimburse)	05/05/2023	348.00
12698	Sunbelt Rentals Inc	Toro Lawn Overseeder rental	05/05/2023	101.69
12700	Switzer Food and Supplies	WCC concessions supplies	05/05/2023	339.97
12704	THE GREENHOUSE OF HIGHLAND	Plants for square	05/05/2023	1,150.00
12707	Thole Fabrication & Welding Inc	Weld 2 inch receiver on side by side	05/05/2023	75.00
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	48.39
12721	Cathy Von Rohr	refund for YAH trips St Charles MO and Cookie decorating	05/05/2023	81.00
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	1,390.83
12727	WEX BANK	APRIL FUEL	05/05/2023	3,153.68

12729	William F Brockman Co	Gluk Concessions supplies	05/05/2023	118.83
12730	Woodcrest Small Engine	Service on parks equipment	05/05/2023	325.44
12732	Zobrist Electric Inc	Diagnosed an electric issue and replaced a photo eye on square	05/05/2023	225.00
12733	City Utilities	UTILITIES - 1 NAGEL DR KRC GARDENS	05/05/2023	0.60
			<b>Total for Department: 016 Parks &amp; Recreation</b>	<b>47,147.60</b>
<b>Department: 503 Swimming Pool Fund</b>				
12627	City Utilities	UTILITIES- 2123 PARK ST POOL	05/05/2023	41.78
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	12.06
			<b>Total for Department: 503 Swimming Pool Fund</b>	<b>53.84</b>
<b>Department: 715 Cemetery Fund</b>				
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	36.00
12627	City Utilities	UTILITIES- 12301 KOEPLI LANE CHAPEL	05/05/2023	77.85
12646	St. Clair Service Company FS Turf Solutions	For Raeber Berm at Cemetery	05/05/2023	786.00
12687	R P Lumber Co Inc	CREDIT FROM INVOICE #096454 10/18/21	05/05/2023	-22.95
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	30.95
			<b>Total for Department: 715 Cemetery Fund</b>	<b>907.85</b>
			<b>Total for Fund:009 Parks &amp; Rec Fund</b>	<b>65,800.00</b>
<b>Fund: 101 Electric Fund</b>				
<b>Department: 000 Balance Sheet Accounts</b>				
12641	Feldmann Homes	REIMBURSEMENT	05/05/2023	375.00
			<b>Total for Department: 000 Balance Sheet Accounts</b>	<b>375.00</b>
<b>Department: 101 Electric Admin</b>				
12603	AMAZON CAPITAL SERVICES	1 QTY POLY ZIP ENVELOPE LETTER SIZE	05/05/2023	67.76
12604	Ameren Illinois	GAS CHARGE	05/05/2023	596.50
12608	Aramark Uniform Services	RUG SERVICE	05/05/2023	178.94
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	100.25
12627	City Utilities	UTILITIES- 2610 PLAZA DR OFFICE/LIGHT DEPT	05/05/2023	405.56
12628	Cooperative Response Center, Inc	BASE FEE APRIL.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENS	05/05/2023	1,140.22
12658	Illinois Municipal Utilities Association	2023 SCHOLARSHIP PROGRAM DONATION	05/05/2023	100.00
12663	LEWIS BRISBOIS BISGAARD & SMITH LLP	LABOR AND EMPLOYMENT FILE NO: 15386-2	05/05/2023	391.00
12678	PAETEC	LONG DISTANCE CHARGE	05/05/2023	0.01
12697	SUMNER ONE, INC	COLOR OVERAGE	05/05/2023	118.35
12706	Third Millennium Assoc Inc	UTILITY BILL RENDERING	05/05/2023	931.68
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	18.16
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	57.40
12727	WEX BANK	APRIL FUEL	05/05/2023	167.00
			<b>Total for Department: 101 Electric Admin</b>	<b>4,649.75</b>
<b>Department: 102 Electric Production</b>				
12604	Ameren Illinois	GAS CHARGE	05/05/2023	47.04
12608	Aramark Uniform Services	APRIL UNIFORM AND RUG SERVICE	05/05/2023	315.00
12613	BARNETT PEST SOLUTIONS	MONTHLY INSPECTION & TREATMENT	05/05/2023	50.00
12621	Chemquest Inc	SECOND QUARTER MONITORING & TESTING	05/05/2023	495.00
12627	City Utilities	UTILITIES- 805 CHESTNUT ST 7&8	05/05/2023	4,500.41
12676	O'Reilly Automotive Inc.	2 QTY WIPER BLADE	05/05/2023	20.00
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	6.03
12727	WEX BANK	APRIL FUEL	05/05/2023	597.90
			<b>Total for Department: 102 Electric Production</b>	<b>6,408.30</b>
<b>Department: 104 Electric Distribution</b>				
12603	AMAZON CAPITAL SERVICES	1 QTY LINEAR 3089 300 MHZ 1-CHANNEL VISOR TRANSMITTER	05/05/2023	90.00
12604	Ameren Illinois	GAS CHARGE	05/05/2023	111.95
12605	ANIXTER, INC	213709-7324 Arrester	05/05/2023	2,851.80
12610	Aviston Lumber Company	PROPANE	05/05/2023	47.81
12634	Ditch Witch Sales Inc	CREDIT FOR 1 QDC BODY, QDC ADAPTOR	05/05/2023	-133.50
12643	Fletcher Remhardt Company	1AN1R1 1/0 THHN-THWN-2 AWG 190 Strand (2 Reels of 500')	05/05/2023	2,500.00
12657	Huels Oil Co	APRIL DIESEL FUEL	05/05/2023	2,037.88
12659	JM TEST SYSTEMS INC	INSULATED COVER UPS	05/05/2023	3,526.00
12676	O'Reilly Automotive Inc.	1 QTY HUB ASSEMBLY	05/05/2023	127.99
12681	Power Line Supply	163-23-3072 Okonite 1/0 AL 15KV	05/05/2023	45,276.75
12701	T R MILLER MILL CO. INC.	40' Class 3	05/05/2023	13,895.00
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	54.42
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	24.88
12727	WEX BANK	APRIL FUEL	05/05/2023	519.17
			<b>Total for Department: 104 Electric Distribution</b>	<b>71,307.07</b>
			<b>Total for Fund:101 Electric Fund</b>	<b>82,740.12</b>
<b>Fund: 111 FTTP Fund</b>				
<b>Department: 111</b>				
12592	TERESA HOFFMANN	PERDIEM MEALS BAM (GLDS) CONFERENCE 05/08/23-05/12/23	05/02/2023	139.50
12593	Angela Inming	PERDIEM MEALS TYLER CONNECT23 05/06/23-05/10/23	05/02/2023	139.00
12608	Aramark Uniform Services	RUG SERVICE	05/05/2023	129.86
12611	BALLY SPORTS ST. LOUIS	APRIL VIDEO FEE	05/05/2023	19,878.39
12613	BARNETT PEST SOLUTIONS	MONTHLY PEST CONTROL - HCS	05/05/2023	50.00
12619	CDW G Inc	3 QTY CISCO CBS250 SMART 24-PORT GE. POE	05/05/2023	1,563.96
12623	Home Box Office Cinemax	APRIL VIDEO CONTENT FEE	05/05/2023	80.00
12627	City Utilities	UTILITIES - 192 WOODCREST DR	05/05/2023	2,211.35
12628	Cooperative Response Center, Inc	BASE FEE APRIL.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENS	05/05/2023	244.33
12637	ELLIOTT DATA SYSTEMS INC.	SERVICE AGREEMENT CAMERAS&DEVICES HCS	05/05/2023	595.26
12647	GRAY MEDIA GROUP LLC	APRIL SUBSCRIBERS KMOV-D3	05/05/2023	10,929.75
12648	GREAT LAKES DATA SYSTEMS	SMS OUTBOUND MESSAGING FEES	05/05/2023	150.00
12650	Home Box Office HBO	APRIL VIDEO CONTENT FEE	05/05/2023	270.00
12657	Huels Oil Co	APRIL DIESEL FUEL	05/05/2023	406.93
12667	McGinley Inc	CURVED WIPER	05/05/2023	178.74
12672	NEXSTAR BROADCASTING, INC.	APRIL VIDEO CONTENT FEE- CN-BASIC	05/05/2023	9,174.75
12695	Southern Illinois University Edwardsville	INTERNSHIP FOR CITY OF HIGHLAND - 05/16/23-08/15/2023	05/05/2023	4,705.80
12697	SUMNER ONE, INC.	COPIER/LEASE USAGE - HCS	05/05/2023	154.81

12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	36.26
12727	WEX BANK	APRIL FUEL	05/05/2023	149.76
			Total for Department: 111	51,565.37
			Total for Fund:111 FTTP Fund	51,565.37
Fund: 201 Water Fund				
Department: 000 Balance Sheet Accounts				
12641	Feldmann Homes	REIMBURSEMENT	05/05/2023	1,050.00
			Total for Department: 000 Balance Sheet Accounts	1,050.00
Department: 201 Water Admin				
12628	Cooperative Response Center, Inc	BASE FEE APRIL.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENS	05/05/2023	81.44
12706	Third Millennium Assoc Inc	UTILITY BILL RENDERING	05/05/2023	310.56
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	6.04
			Total for Department: 201 Water Admin	398.04
Department: 202 Water Production				
12598	Ace Hardware	ACE OPERATING SUPPLIES	05/05/2023	2.79
12603	AMAZON CAPITAL SERVICES	3 QTY- YALE SIZE 1-4 ADA HOLD OPEN DOOR CLOSER,	05/05/2023	367.56
12613	BARNETT PEST SOLUTIONS	Inspection, Treatment Pest Control & for GP, Spiders, Wasps	05/05/2023	475.00
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	27.70
12627	City Utilities	City Utilities	05/05/2023	11,095.82
12653	Tony Hempen	SWCWPOA MEETING	05/05/2023	15.00
12657	Huels Oil Co	Oil - 2 grades- For Clarifiers & Rapid Mix	05/05/2023	1,361.00
12661	Korte & Luitjohan Contr Inc	Remove & replace existing tube pump - water pump	05/05/2023	11,125.00
12683	Gary Pugh	SWCWPOA MEETING	05/05/2023	15.00
12685	Pyramid Electrical Cont I	Disconnect/Reconnect power feed to Backwash Motor	05/05/2023	992.24
12687	R P Lumber Co Inc	Faucet Seat Wrench 6 Wrench Faucet Seat 6 Step	05/05/2023	-32.00
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12714	United Rentals Inc	Tripod, Winch, SRL	05/05/2023	4,050.00
12716	USA Blue Book	Back Up Caustic Pump	05/05/2023	4,652.45
12717	USALCO	DelPac 2950	05/05/2023	17,432.80
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	24.19
12727	WEX BANK	APRIL FUEL	05/05/2023	157.55
12730	Woodcrest Small Engine	Zero Turn Mower	05/05/2023	6,929.16
			Total for Department: 202 Water Production	59,068.18
Department: 203 Water Distribution				
12598	Ace Hardware	ACE OPERATING SUPPLIES	05/05/2023	79.96
12604	Ameren Illinois	GAS CHARGE	05/05/2023	298.25
12605	ANIXTER, INC	ENC-SC1-303018-A1-G Single Phase Enclosure	05/05/2023	4,467.42
12627	City Utilities	City Utilities	05/05/2023	602.20
12634	Ditch Witch Sales Inc	Anchor Shackle Disp	05/05/2023	122.37
12635	EDWARDSVILLE MACHINE & WELDING CO INC	Labor, materials to repair cylinder - W&S	05/05/2023	126.50
12657	Huels Oil Co	APRIL DIESEL FUEL	05/05/2023	1,277.32
12668	Midwest Municipal Supply Inc	1" Ball Curb Ranger x Ranger	05/05/2023	704.10
12671	Navy Brand	WOW	05/05/2023	91.57
12682	Productivity Plus Account	LUBY EQUIPMENT CREDIT	05/05/2023	-98.56
12703	Teklab Inc	Coliform, Total Membrane Filter	05/05/2023	261.30
12707	Thole Fabrication & Welding Inc	Services to repair dump truck bed	05/05/2023	712.50
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12714	United Rentals Inc	1 DETECTOR ALTAIR 4XR MULTI GAS	05/05/2023	1,024.00
12715	UNITED SYSTEMS & SOFTWARE, INC	100 Itrons for water meters	05/05/2023	10,555.26
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	9.08
12727	WEX BANK	APRIL FUEL	05/05/2023	416.85
			Total for Department: 203 Water Distribution	21,027.04
			Total for Fund:201 Water Fund	81,543.26
Fund: 301 Sewer Fund				
Department: 000 Balance Sheet Accounts				
12641	Feldmann Homes	REIMBURSEMENT	05/05/2023	2,551.00
			Total for Department: 000 Balance Sheet Accounts	2,551.00
Department: 301 Sewer Admin				
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	65.97
12627	City Utilities	City Utilities	05/05/2023	162.01
12628	Cooperative Response Center, Inc	BASE FEE APRIL.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENS	05/05/2023	81.45
12706	Third Millennium Assoc Inc	UTILITY BILL RENDERING	05/05/2023	310.56
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	6.03
			Total for Department: 301 Sewer Admin	626.02
Department: 303 Sewer Collection				
12604	Ameren Illinois	GAS CHARGE	05/05/2023	298.25
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	73.28
12627	City Utilities	City Utilities	05/05/2023	602.21
12634	Ditch Witch Sales Inc	QDC Body, QDC Adapter	05/05/2023	122.37
12635	EDWARDSVILLE MACHINE & WELDING CO. INC.	Labor, materials to repair cylinder - W&S.	05/05/2023	126.50
12657	Huels Oil Co	APRIL DIESEL FUEL	05/05/2023	1,277.32
12668	Midwest Municipal Supply Inc	8" Fernco C/PVC , 6" SDR-26 45 GxS	05/05/2023	394.42
12671	Navy Brand	WOW	05/05/2023	91.56
12682	Productivity Plus Account	LUBY EQUIPMENT CREDIT	05/05/2023	-98.56
12707	Thole Fabrication & Welding Inc	Services to repair dump truck bed	05/05/2023	712.50
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12714	United Rentals Inc	PRIBE.UNIVERSAL GAS, GAS, CAL 58L 15%.REGULATOR CYLINDER	05/05/2023	1,024.00
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	9.08
12722	VOTRUBA EXCAVATING	Sewer Liner Repair, Delete Sewer Tap at 814 Cypress.	05/05/2023	2,890.00
			Total for Department: 303 Sewer Collection	7,899.85
Department: 304 Water Reclamation Facility				
12607	Applied Industrial Technologies	TRICO- SST Expansion Chamber 1/2"	05/05/2023	258.11
12610	Aviston Lumber Company	Sewer & Drain Pipe, White Pine, Spruce Pine, Painted 356 Casing	05/05/2023	129.15

12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	32.48
12627	City Utilities	City Utilities	05/05/2023	11,107.63
12649	Hawkms Inc	Demurrage	05/05/2023	40.00
12657	Huels Oil Co	DELO EST 80W90 120/1 KEG	05/05/2023	2,263.64
12674	Northtown Auto & Tractor	1/2 Barb x 1/2 NPT Pipe Fitting	05/05/2023	20.25
12687	R P Lumber Co Inc	FCT KTN CNT 1HDL PL/OT CLM 8IN	05/05/2023	129.99
12705	The Sherwin Williams Co	10 - 5 GAL INCENSE STICK MATCH 5- CREME 2-CREME 5-COFFE GROUNDS	05/05/2023	1,418.82
12711	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	05/05/2023	376.92
12719	Vandevanter Engineering Inc	Mini-Casil/Fus 120/24VAC, 24 VDC	05/05/2023	740.00
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	24.20
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	121.08
12727	WEX BANK	APRIL FUEL	05/05/2023	282.87
12728	Wilke Truck Service, Inc.	Haul Sludge to Highland 4/25/23	05/05/2023	4,830.00

Total for Department 304 Water Reclamation Facility 21,775.14

Department: 305 WRF Pretreatment

12627	City Utilities	City Utilities	05/05/2023	29.31
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Total for Department 305 WRF Pretreatment 29.31

Total for Fund 301 Sewer Fund 32,881.32

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

12600	Airgas USA LLC	OXYGEN	05/05/2023	236.95
12613	BARNETT PEST SOLUTIONS	MONTHLY COMMERCIAL PEST CONTROL- FIRE/EMS	05/05/2023	50.00
12625	City Of Highland	APRIL CENTRAL PURCHASING	05/05/2023	40.72
12627	City Utilities	Utilities	05/05/2023	348.66
12637	ELLIOTT DATA SYSTEMS INC	SERVICE AGREEMENT CAMERAS&DEVICES EMS	05/05/2023	555.00
12652	Troy Hemann	REIM FOR SAFETY BOOTS - T HEMANN	05/05/2023	80.00
12657	Huels Oil Co	APRIL DIESEL FUEL	05/05/2023	2,158.68
12663	LEWIS BRISBOIS BISGAARD & SMITH LLP	LABOR AND EMPLOYMENT FILE NO 15386-2	05/05/2023	1,156.00
12684	PWW MEDIA INC	ABC360 CLEARWATER-LIVESTREAM 2023	05/05/2023	795.00
12689	Reding Tire & Battery Inc	TIRE REPAIR -PATCH EMS #1394	05/05/2023	20.00
12699	CURTIS SWISHER	AMBULANCE OVERPAYMENT - C SWISHER	05/05/2023	192.40
12712	United Health Care Medicare Solutions	AMBULANCE REFUND - STEPHEN DAVIS	05/05/2023	346.33
12718	VA OFFICE OF COMMUNITY CARE	AMBULANCE OVERPAYMENT - M TIMMONS ID#324526762	05/05/2023	57.70
12720	Vantage Point Solutions, Inc	IT Shared Cost	05/05/2023	42.35
12723	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	05/05/2023	93.96
12726	WEBER GRANITE CITY FORD LLC	MTN/REPAIR #1542	05/05/2023	110.90
12727	WEX BANK	APRIL FUEL	05/05/2023	644.40

Total for Department 401 Ambulance Fund 6,929.05

Total for Fund 401 Ambulance Fund 6,929.05

Fund: 702 Police Pension Fund

Department: 702 Police Pension Fd

12602	ALLIANT INSURANCE SERVICES, INC	FIDUCIARY LIABILITY RENEWAL POLICY 05/12/23 - 05/12/24	05/05/2023	5,293.00
12702	TD AMERITRADE CLEARING INC	DIRECT ROLLOVER - CHARLES EDWARD ALLEN ACCT#913735317	05/05/2023	54,816.77

Total for Department: 702 Police Pension Fd 60,109.77

Total for Fund:702 Police Pension Fund 60,109.77

Fund: 713 Solid Waste Fund

Department: 713 Solid Waste Fund

12635	EDWARDSVILLE MACHINE & WELDING CO. INC.	DUMPSTER MATERIAL PER KELLY	05/05/2023	110.00
12706	Third Millennium Assoc Inc	UTILITY BILL RENDERING	05/05/2023	310.56

Total for Department: 713 Solid Waste Fund 420.56

Total for Fund:713 Solid Waste Fund 420.56

**Grand Total 493,170.16**

Accepted by City Council May 15, 2023

Mavor. Clerk.