

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
HIGHLAND AREA SENIOR CENTER
187 WOODCREST DRIVE
MONDAY, AUGUST 21, 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 August 7, 2023 Regular Session (attached)

SWEARING IN:

Mayor Hemann will administer the official oath to probationary Patrol Officer Nicholas Wiegand.

PUBLIC FORUM:

- A. Citizens' Requests and Comments:
 - 1. Highland Moose Annual Chili Cook Off & Car Cruise – Special Event Application – Highland Moose Lodge #2479 – Kerry Fenton, Representative (attached)
 - 2. Cemetery Dash – Special Event Application – Parks and Recreation – Hillary Held , Representative (attached)

**Anyone wishing to address the Council on any subject may do so at this time.
Please come forward to the podium and state your name.**

- B. Requests of Council:

- C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Approve Mayor's Reappointment of Deanna Harlan to the Combined Planning & Zoning Board (attached)

- B. **MOTION** – Bill #23-77/ORDINANCE Authorizing and Providing for an Installment Purchase Agreement for the Purpose of Paying the Costs of Certain Capital Projects of the City and Authorizing and Providing for the Issue of General Obligation Debt Certificates (Limited Tax), Series 2023, in the Aggregate Principal Amount of \$2,035,000., Evidencing the Rights to Payment Under Such Agreement, Prescribing the Details of the Agreement and Certificates, and Providing for the Security for and Means of Payment Under the Agreement of the Certificates (attached)

- C. **MOTION** – Bill #23-78/ORDINANCE Authorizing the Execution of A Commercial Real Estate Sales Contract with Donald C. Brinker for Right-of-Way for a Public Purpose (attached)

Continued

- D. **MOTION** – Bill #23-79/ORDINANCE Authorizing the Execution of A Commercial Real Estate Sales Contract with Lisa A. Hill for Right-of-Way for a Public Purpose (attached)
- E. **MOTION** – Bill #23-80/RESOLUTION Approving and Authorizing Execution of Refuse Collection Contract with Republic Services for the Three-Month Period from October 1, 2023, Through December 31, 2023, with Automatic Renewal Option, if Needed (attached)
- F. **MOTION** – Bill #23-81/ORDINANCE Establishing Service Charges to be Collected and Paid to the City for Refuse Collection Service (attached)
- G. **MOTION** – Bill #23-82/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing Its Sale and/or Disposal, Specifically, Approximately 275 Trash Containers / Dumpsters (attached)
- H. **MOTION** – Bill #23-83/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing Its Sale and/or Disposal, Specifically, One 2001 International 4900 Tandem DT466 Dump Truck (attached)
- I. **MOTION** – Bill #23-84/RESOLUTION Waiving Normal and Customary Bidding Procedures and Authorizing the Purchase of a 2023 Komatsu PC88MR-11 Compact Hydraulic Excavator from Roland Machinery Co., Under the Sourcewell Program (attached)
- J. **MOTION** – Bill #23-85/RESOLUTION Waiving Normal and Customary Bidding Procedures and Authorizing the Purchase of a Bobcat Bandit Brush Chipper Under the Sourcewell Program (attached)
- K. **MOTION** – Award Bid #E-03-23, for Purchase of 25 Tripsavers (attached)
- L. **Discussion** – Change to Channel Lineup for HCS Television Customers (attached)


REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1248 for August 5, through August 18, 2023 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing exemptions allowing such meeting.

ADJOURNMENT:

	Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimburger, ADA Coordinator, by 9:00 AM on Monday, August 21, 2023.
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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:

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. Anyone dialing in will not be able make comments.

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

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



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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

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

PROCEDURE:

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Highland Moose Annual Chili Cookoff & Cruise

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

Location of Event: Highland Square

Sponsoring Organization/Individual: Highland Moose Lodge 2479

Event Responsible Party: Kerry Fenton

Address: _____

Phone(s): _____

Email: _____

Secondary Contact: _____

Address: _____

Phone(s): _____

Email: _____

Date(s) of Set-up: October 15, 2023

Event Date(s) / Times: _____

Sunday October 15th

8am Set up

Open to Public 11-3pm

Date(s) of Tear-down: 10/15/23

Expected Attendance: 100

Alcohol License Required: Yes No Submitted by Jaycees
If yes, application received: Yes No

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

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

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:**

Road closure around Square for Rusty Rodz Car Cruise

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

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

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

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

Department:

Plaza Square Restrooms

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

Certificate of Insurance: (attached) _____

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

Site Plan Rendering _____

*Request
Submitted
- will drop off as
soon as its
available*

Evacuation Plan _____

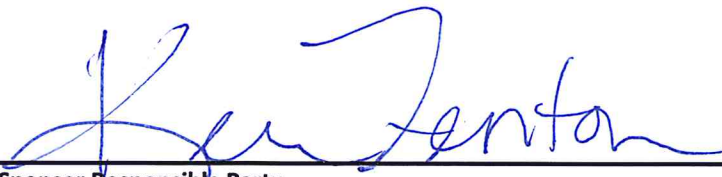
Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

○ **Date:** _____

Application Submittal (60+ days) _____



8/10/23

Event Sponsor Responsible Party

Date

City Manager

Date



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: _____

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

Location of Event: _____

Sponsoring Organization/Individual: _____

Event Responsible Party: _____

Address: _____

Phone(s): _____

Email: _____

Secondary Contact: _____

Address: _____

Phone(s): _____

Email: _____

Date(s) of Set-up: _____

Event Date(s) / Times:

Date(s) of Tear-down: _____

Expected Attendance: _____

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

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

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

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:** _____

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

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

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

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

Application Checklist (Attachments):

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

Certificate of Insurance: (attached) _____

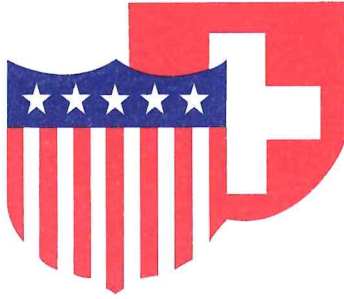
- Must be General liability
- \$1 Million per occurrence/\$2 million aggregate
- City named as “additional insured” If Event is on city property.

Site Plan Rendering _____

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

Event Sponsor Responsible Party **Date**

City Manager **Date**



City of Highland

MEMO TO: City Council Members

FROM: Kevin B. Hemann, Mayor

SUBJECT: Reappointment to Combined Planning & Zoning Board

DATE: August 18, 2023

The term of Ms. Deanna Harlan of the Combined Planning and Zoning Board is set to expire on August 31. She is a long-serving member of this board and has agreed to serve an additional term.

I am therefore asking that you approve the re-appointment of Deanna Harlan to the Combined Planning and Zoning Board for an additional five-year term which will expire August 31, 2028.

If you have any questions regarding my recommendation to re-appointment Ms. Harlan please contact me.

ORDINANCE NO. _____

OF THE

CITY OF HIGHLAND, ILLINOIS

PASSED

AUGUST 21, 2023

Relating to:

**\$2,035,000
GENERAL OBLIGATION DEBT CERTIFICATES
(LIMITED TAX)
SERIES 2023**

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Exhibit B - Form of Certificates

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Exhibit D - Work Contracts

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF HIGHLAND, ILLINOIS, AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE CITY AND AUTHORIZING AND PROVIDING FOR THE ISSUE OF GENERAL OBLIGATION DEBT CERTIFICATES (LIMITED TAX), SERIES 2023, EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATES, AND PROVIDING FOR THE SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT OF THE CERTIFICATES.

PREAMBLES

WHEREAS, the City of Highland, Illinois (the “City”) is a municipality and unit of local government of the State of Illinois (the “State”) operating, *inter alia*, under and pursuant to (1) the Illinois Municipal Code, (2) the Local Government Debt Reform Act of the State of Illinois (the “Debt Reform Act”), and in particular, the provisions of Section 17 of the Debt Reform Act (the “Installment Purchase Provisions of the Debt Reform Act”), and (3) all other Omnibus Bond Acts of the State; in each case, as supplemented and amended (collectively, “Applicable Law”).

WHEREAS, the City Council of the City (the “Corporate Authorities”) has considered the needs of the City and, in so doing, the Corporate Authorities have deemed and do now deem it advisable, necessary, and for the best interests of the City in order to promote and protect the public health, welfare, safety, and convenience of the residents of the City to renovate, improve, equip and furnish City Hall and repair and improve the old reservoir spillway facilities (the “Project”).

WHEREAS, the Corporate Authorities have determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance (collectively “Related Expenses”) to be not less than \$2,035,000 plus estimated investment earnings which may be received on said sum prior to disbursement.

WHEREAS, sufficient funds of the City are not available to pay the costs of the Project and Related Expenses, and it will, therefore, be necessary to borrow money in the amount of \$2,035,000 for the purpose of paying such costs.

WHEREAS, pursuant to the Installment Purchase Provisions of the Debt Reform Act, the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if the City will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the City to avail of the provisions of the Installment Purchase Provisions of the Debt Reform Act, as follows:

1. To authorize an Installment Purchase Agreement (the “Agreement”) as more particularly described and provided in this Ordinance;
2. To name as counter-party to the Agreement the City Treasurer, as nominee-seller;
3. To authorize the Mayor of the City and the City Clerk to execute and attest, respectively, the Agreement on behalf of the City and to file same with the City Clerk in his or her capacity as keeper of the records and files of the City; and
4. To issue certificates evidencing the indebtedness incurred under the Agreement in the amount of \$2,035,000, in form and having such details as set forth in this Ordinance.

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

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to one gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“**Agreement**” means the Installment Purchase Agreement, as referred to in the preambles of this Ordinance, for the purpose of purchasing and financing the Project and Related Expenses, in substantially the form of **Exhibit A** attached hereto.

“**Applicable Law**” shall have the meaning given to such term in the preambles hereto.

“**Bond Counsel**” means Gilmore & Bell, P.C., Edwardsville, Illinois, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Certificates**” means the General Obligation Debt Certificates (Limited Tax), Series 2023, authorized to be issued by this Ordinance.

“**Certificate Fund**” means the fund established and defined in **Section 12** of this Ordinance.

“**Certificate Moneys**” means moneys on deposit in the Certificate Fund.

“**Certificate Register**” means the books of the City kept by the Certificate Registrar to evidence the registration and transfer of the Certificates.

“**Certificate Registrar**” or “**Paying Agent**” means the City Treasurer and any corporation which at the time may be substituted in its place pursuant to and at the time serving as certificate registrar and paying agent hereunder.

“**City**” shall have the meaning given to such term in the preambles hereto.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Corporate Authorities**” shall have the meaning given to such term in the preambles hereto.

“**Debt Reform Act**” shall have the meaning given to such term in the preambles hereto.

“**Federal Tax Certificate**” means the Federal Tax Certificate of the City relating to the Certificates, in substantially the form of **Exhibit C** attached hereto.

“**Installment Purchase Provisions of the Debt Reform Act**” shall have the meaning given to such term in the preambles hereto.

“**Lender**” means Capital One Public Funding, LLC, and its successors and assigns.

“**Ordinance**” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Certificates, as amended from time to time.

“**Project**” shall have the meaning given to such term in the preambles hereto.

“**Project Fund**” means the Project Fund established and defined in **Section 12** hereof.

“**Record Date**” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month.

“**Related Expenses**” shall have the meaning given to such term in the preambles hereto.

“**Seller**” shall mean the City Treasurer, as nominee-seller under the Agreement.

“**State**” shall have the meaning given to such term in the preambles hereto.

“**Tax-exempt**” means the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Authorize and Enter into Agreement and to Issue Certificates. It is necessary and advisable for the public health, safety, welfare, and convenience of residents of the City to pay costs of the Project and Related Expenses and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

Section 4. Agreement is a General Obligation; Annual Appropriation. The City hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the City payable from any funds of the City lawfully available for such purpose. The City represents and warrants that the total amount due the Seller under the Agreement, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The City

agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 5. Execution and Filing of the Agreement. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, the Agreement and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the City Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the City Clerk and retained in the City records and constitute authority for issuance of the Certificates.

Section 6. Certificate Details.

(a) For the purpose of providing funds to pay costs of the Project and Related Expenses, there shall be issued and sold the Certificates in the aggregate principal amount of \$2,035,000. The Certificates shall be issued in one series and shall be designated “General Obligation Debt Certificates (Limited Tax), Series 2023” and shall be in substantially the form set forth in **Exhibit B** attached hereto. The Certificates shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number.

(b) The Certificates shall be dated the date of payment and delivery thereof, shall be in fully-registered form, shall be in denominations of \$250,000 each and integral multiples of \$5,000 in excess thereof (but no single Certificate shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Certificates shall become due and payable (subject to prior redemption as hereinafter described) in principal installments as set forth in **Schedule 1** attached hereto and bear interest at the rate of 4.39% per annum (computed upon the basis of a 360-day year of twelve 30-day months). The entire remaining principal of and interest on the Certificates, if not sooner paid, shall become due on September 1, 2033.

(c) The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest being payable semi-annually commencing March, 1, 2024, and on each March 1 and September 1 thereafter to maturity.

(d) Interest on each Certificate shall be paid by wire transfer in immediately available funds in lawful money of the United States of America to the person in whose name such Certificate is registered at the close of business on the Record Date or by electronic payment in accordance with written instructions provided by Lender or, with Lender’s consent, such other commercially reasonable method of payment. The principal of the Certificates shall be payable in lawful money of the United States of America by wire transfer in immediately available funds in lawful money of the United States of America to the person in whose name such Certificate is registered at the close of business on the Record Date or by electronic payment in accordance with written instructions provided by Lender or, with Lender’s consent, such other commercially reasonable method of payment. Payment of the Certificates upon final maturity or redemption in full shall be made upon presentation thereof at the principal corporate trust office of the Paying Agent. Notwithstanding anything contained herein to the contrary, the Certificates only need to be presented for payment upon final maturity or redemption in full.

Section 7. Execution and Authentication of Certificates.

(a) The Certificates shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(b) All Certificates shall have thereon a certificate of authentication, substantially in the form set forth in **Exhibit B** hereto, duly executed by the Certificate Registrar as authenticating agent of the City and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by it if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 8. Registration of Certificates; Persons Treated as Owners.

(a) The City shall cause the Certificate Register to be kept at the office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the City for the Certificates. The City is authorized to prepare, and the Certificate Registrar or such other agent as the City may designate shall keep custody of, multiple Certificate blanks executed by the City for use in the transfer and exchange of Certificates. Any Certificate may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. The registered owner of each Certificate retains the right at any time to dispose of its Certificate, in whole or in part, but agrees that any such sale, transfer or distribution by such registered owner shall be made in accordance with applicable laws to (a) an affiliate of such registered owner; or (b) one or more banks, trusts, custodians, insurance companies or other financial institutions. Each registered owner shall have the right to grant participations in all or any portion of its interest in its Certificate at any time without the consent of the City.

(b) Upon surrender for transfer or exchange of any Certificate at the office of the Certificate Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully-registered Certificate or Certificates of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

(c) The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

(d) The execution by the City of any fully-registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of Certificates of each maturity authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of Certificates for such maturity less the amount of such Certificates which have been paid. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(e) No service charge shall be made to any registered owner of Certificates for any transfer or exchange of Certificates, but the City or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

Section 9. Redemption.

(a) *Optional Redemption.* The Certificates shall not be subject to optional redemption prior to September 1, 2028. The Certificates shall be subject to redemption prior to maturity at the option of the City from any available funds, in whole but not in part, on September 1, 2028 and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *General.* The City shall, at least forty (40) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed.

Section 10. Redemption Procedure.

(a) Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the City by providing electronic redemption notice at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed. The Certificate Registrar shall confirm by e-mail that each registered owner has received e-mail notice of redemption.

(b) All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) that on the redemption date the redemption price will become due and payable upon each such Certificate called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (4) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent, and

(5) such other information then required by custom, practice or industry standard.

(c) Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Certificates which are to be redeemed on that date.

(d) Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest.

(e) If any Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 11. Sale of Certificates. The Mayor is hereby authorized to proceed to sell and deliver the Certificates to the Lender at a purchase price of \$2,035,000. It being hereby found and determined that (i) the sale of the Certificates to the Lender is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the sale of the Certificates to the Lender, and (ii) the Certificates have been sold at such price and bear interest at such rate that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law.

Section 12. Creation of Funds and Appropriations.

(a) There is hereby created the “General Obligation Debt Certificates (Limited Tax), Series 2023, Certificate Fund” (the “Certificate Fund”), which shall be the fund for the payment of the principal of and interest on the Certificates. Accrued interest, if any, received upon delivery of the Certificates shall be deposited into the Certificate Fund and be applied to pay the first interest coming due on the Certificates. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. Moneys in the Certificate Fund shall be applied to pay interest when due and principal when due.

(b) \$2,035,000 of the proceeds of the Certificates shall be deposited into the Project Fund (the “Project Fund”), which is hereby created.

(c) It is hereby found and determined and hereby declared and set forth that the Corporate Authorities (i) have not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Lender) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“Work Contracts”) have been or will be awarded, from time to time, by the Corporate Authorities for the work on the Project; and the Corporate Authorities represent and covenant that each Work Contract has been or will be let in strict accordance with Applicable Law and the rules and procedures of the City for same.
2. By paragraph 3 of this Section of this Ordinance, as follows, or pursuant to ordinance or resolution to be duly adopted, the Corporate Authorities will identify all or a designated portion of each Work Contract to the Agreement. This Ordinance and any such further ordinance or resolution will be filed of record with the City Clerk and the City Treasurer. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers will constitute authority for the officer or officers of the City to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under Applicable Law and the rules and procedures of the City for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions of the Debt Reform Act, the City Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates. Funds on deposit in the Project Fund will be invested by the appropriate officers of the City in any lawful manner. Investment earnings will first be reserved and transferred to such other account as and to the extent necessary to pay any “excess arbitrage profits” or “penalty in lieu of rebate” under Code Section 148 to maintain the Tax-exempt status of the Certificates, and the remainder will be retained in the fund for costs of the Project. Within sixty (60) days after full depletion of the Project Fund, the appropriate offices of the City will certify to the Corporate Authorities the fact of such depletion; and, upon approval of such certification by the Corporate Authorities, the Project Fund will be closed.
3. The following Work Contracts are hereby identified to the Agreement:

<u>Brief Description of Work Contract</u>	<u>Name of Contractor</u>	<u>Contract Amount</u>	<u>Identified Amount</u>
Construction Services (spillway)	TEK Construction, Inc.	\$ 361,100	\$ 361,100
Construction Services (city hall)	Korte Luitjohan Contractors, Inc.	1,331,000	1,331,000

The Work Contracts so identified are attached to this Ordinance as **Exhibit D**.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the proceeds of the Certificates to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest the Certificate Moneys and the proceeds of the Certificates, as herein provided, as if such funds had in fact been created.

(d) Notwithstanding any other provision of this Ordinance, moneys in the Project Fund may be used to pay costs of issuing the Certificates.

Section 13. Tax-Exemption Covenants; Additional Covenants.

(a) The City agrees to comply with all provisions of the Code which, if not complied with by the City, would cause the Certificates not to be tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (1) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable, (2) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by Bond Counsel, (3) to consult with Bond Counsel and to comply with such advice as may be given, (4) to file such forms, statements and supporting documents as may be required and in a timely manner, and (5) if deemed necessary or advisable by its officers, to employ and pay financial advisors, attorneys and other persons to assist the City in such compliance.

(b) The City also certifies and further covenants with the Lender and registered owners of the Certificates from time to time outstanding that moneys on deposit in any fund or account in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other source, will not be used in a manner which will cause the Certificates to be “arbitrage bonds” within the meaning of Code Section 148 and any lawful regulations promulgated hereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

(c) The City further covenants that it will not take any action, or omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any Certificate to be a private activity bond within the meaning of the Code or would otherwise cause interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation of interest on the Certificates, under present rules, the City may be treated as a “taxpayer” in the examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

(d) The City covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved with such changes therein as shall be approved by the Mayor, which officer is hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officer’s signature thereon being conclusive evidence of his or her approval thereof.

(e) At the request of the Lender, the City will provide its audited financial statements to the Lender, as soon as available, only in the event that such information is not otherwise available on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System (“EMMA”). At the request of the Lender, the City will provide unaudited financial statements to the City, as soon as available if the audited financial statements of the City are not available within 12 months of the close of the City’s fiscal year.

(f) In the event the City files with EMMA, or its successor, this Ordinance, the Agreement or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms related to this Ordinance or the Agreement, or any other document or certificate signed or delivered by the Lender, either voluntarily or as required pursuant to a

continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule") (each such posting, an "EMMA Posting"), the City shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The City acknowledges and agrees that the Lender is not responsible for the City's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule. "Confidential Information" means any sensitive or confidential information regarding the City or the Lender including, without limitation, address, account and wiring information, e-mail addresses, telephone numbers, facsimile numbers, logos, names and signatures of officers, employees or representatives of the City and the Lender.

Section 14. Pertaining to the Certificate Registrar. The Certificate Registrar by acceptance of duties under this Ordinance agrees (a) to act as registrar, paying agent, authenticating agent, and transfer agent as provided herein, (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law, (c) to give notice of redemption of Certificates as provided herein, (d) to cancel and/or destroy Certificates which have been paid at maturity or submitted for exchange or transfer, (e) to furnish the City at least annually a certificate with respect to Certificates cancelled and/or destroyed, and (f) to furnish the City at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates. The City covenants with respect to the Certificate Registrar, and the Certificate Registrar further covenants and agrees as follows:

A. The City shall at all times retain a Certificate Registrar with respect to the Certificates; it will maintain at the designated office(s) of such Certificate Registrar a place or places where Certificates may be presented for payment, registration, transfer, or exchange; and it will require that the Certificate Registrar properly maintain the Certificate Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs, and practices of the municipal securities industry.

B. The Certificate Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Certificate, and by such execution the Certificate Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Certificate so authenticated but with respect to all the Certificates. Any Certificate Registrar shall be the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Certificate Registrar shall, however, be responsible for any representation in its certificate of authentication on Certificates.

C. The City may remove the Certificate Registrar at any time. In case at any time the Certificate Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Certificate Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Certificate Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Certificate Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Certificate within twenty days after such appointment in the same manner. Any other Certificate Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois or Missouri and having capital and surplus and undivided profits in excess of \$100,000,000. The City Clerk is hereby directed to file a certified copy of this Ordinance with the Certificate Registrar.

Section 15. Defeasance. Any Certificate or Certificates which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Certificate Registrar to pay all principal and interest due thereon, or (c) for which sufficient United States of America dollars and direct United States Treasury obligations have been deposited with the Certificate Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on (and redemption premium, if any, on) such Certificate or Certificates when due at maturity or as called for redemption, if applicable, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Certificate Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Certificates as set forth herein as such relates to lien and security of the outstanding Certificates. At least ten (10) business days prior to any defeasance, the City shall deliver to the Lender a verification report (a “Verification Report”) prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding sufficiency of the escrow. Such Verification Report shall be addressed to the Lender and shall be in form and substance reasonably satisfactory to the Lender. All covenants relative to the Tax-exempt status of the Certificates; and payment, registration, transfer, and exchange; are expressly continued for all Certificates whether outstanding Certificates or not.

Section 16. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

ADOPTED by the City Council of the City of Highland, Illinois on the 21st day of August, 2023.

Aye: _____.

Nay: _____.

Absent: _____.

APPROVED by me, as Mayor of the City of Highland, Illinois, the 21st day of August, 2023.

Mayor

PASSED by the City Council of the City of Highland, Illinois, the 21st day of August, 2023.

Attest: _____

City Clerk

**SCHEDULE 1
TO ORDINANCE**

PRINCIPAL INSTALLMENTS

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
9/1/2024	\$165,000
9/1/2025	170,000
9/1/2026	185,000
9/1/2027	190,000
9/1/2028	200,000
9/1/2029	205,000
9/1/2030	215,000
9/1/2031	225,000
9/1/2032	235,000
9/1/2033	245,000

**EXHIBIT A
TO ORDINANCE**

FORM OF INSTALLMENT PURCHASE AGREEMENT

INSTALLMENT PURCHASE AGREEMENT FOR PURCHASE OF REAL OR PERSONAL PROPERTY, OR BOTH, FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE CITY, SPECIFICALLY RENOVATIONS AND REPAIRS TO CITY HALL AND REPAIRS TO THE OLD RESERVOIR SPILLWAY, IN AND FOR THE CITY OF HIGHLAND, ILLINOIS.

THIS INSTALLMENT PURCHASE AGREEMENT (this “Agreement”) made as of the 30th day of August, 2023 by and between the City Treasurer of the City, as Nominee-Seller (the “Seller”), and the City of Highland, Illinois, a municipality and unit of local government of the State of Illinois (the “City”):

WITNESSETH

A. The City Council (the “Corporate Authorities”) of the City has determined to acquire real or personal property, or both, for the purpose of paying the costs of certain capital projects of the City, specifically projects to renovate, improve, equip and furnish City Hall and repair and improve the old reservoir spillway facilities (the “Project”), all as previously approved by the Corporate Authorities and on file with the City Clerk (the “Clerk”).

B. Pursuant to the provisions of the Illinois Municipal Code; the Local Government Debt Reform Act of the State of Illinois (the “Debt Reform Act”), and, in particular, the provisions of Section 17 of the Debt Reform Act (the “Installment Purchase Provisions of the Debt Reform Act”); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively “Applicable Law”); the City has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 21st day of August, 2023, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “Ordinance”), numbered _____, authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to acquire, construct, renovate, equip and furnish the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the City as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the City.

2. CONVEYANCE

The Seller agrees to convey each part of the Project to the City and to perform all necessary work and convey all necessary equipment; and the City agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$2,035,000; plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates (as defined in the Ordinance) and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$2,035,000, plus the amount of investment earnings which are earned on the amount deposited with the City Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of \$2,035,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption) if any;

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

- (a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest in the City.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project is destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project is taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project becomes apparent; or (iv) title to or the use of all or any part of the Project is lost by reason of a defect in title; then the City shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The City hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the City payable from the general funds of the City and such other sources of payment as are otherwise lawfully available. The City represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations. The City agrees to appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the City, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE CITY RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE CITY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the City, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the City Clerk, and the City has caused this Installment Purchase Agreement to be executed by its Mayor, and also attested by the City Clerk, and the official seal of the City to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____
Neill Nicolaides, as Nominee-Seller and
City Treasurer

ATTEST:

City Clerk

[SEAL]

CITY OF HIGHLAND, ILLINOIS

Mayor

ATTEST:

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Highland, Illinois (the “City”), and as such officer I do hereby certify that on the 30th day of August, 2023 there was filed in my office a properly certified copy of that certain document, executed by the Mayor of the City, attested by me in my capacity as City Clerk, and further executed, as Nominee-Seller, by the City Treasurer of the City, also attested by me, dated the 30th day of August, 2023, and entitled “INSTALLMENT PURCHASE AGREEMENT FOR PURCHASE OF REAL OR PERSONAL PROPERTY, OR BOTH, FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL PROJECTS OF THE CITY, SPECIFICALLY RENOVATIONS AND REPAIRS TO CITY HALL AND REPAIRS TO THE OLD RESERVOIR SPILLWAY, IN AND FOR THE CITY OF HIGHLAND, ILLINOIS”; and supporting the issuance of certain General Obligation Debt Certificates (Limited Tax), Series 2023, of the City; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the City of Highland, Illinois, this 30th day of August, 2023.

[Seal]

City Clerk

**EXHIBIT B
TO ORDINANCE**

(FORM OF CERTIFICATES)

**REGISTERED
NO. R-1**

**REGISTERED
\$2,035,000**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

CITY OF HIGHLAND, ILLINOIS

GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
<u>4.39%</u>	September 1, 2033	August 30, 2023

REGISTERED OWNER: CAPITAL ONE PUBLIC FUNDING, LLC

PRINCIPAL AMOUNT: TWO MILLION THIRTY-FIVE THOUSAND DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Highland, Illinois, a municipality and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to right of prior redemption), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on March 1 and September 1 of each year, commencing March 1, 2024, until said Principal Amount is paid or duly provided for. The principal of this Certificate is payable in lawful money of the United States of America at the office maintained for such purpose of the City Treasurer, as paying agent and registrar (the “Certificate Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Certificate Registrar at the close of business on the applicable Record Date (the “Record Date”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month. Interest on and principal of this Certificate shall be paid by wire transfer in immediately available funds to the Registered Owner as it appears on such registration books or by electronic payment in accordance with written instructions provided by Lender or, with Lender’s consent, such other commercially reasonable method of payment. Principal and interest on this Certificate shall be payable as provided in Schedule I hereto and in the Ordinance (as hereinafter defined).

This Certificate is one of a series (the “Certificates”) in the aggregate principal amount of \$2,035,000 issued by the City for the purpose of providing funds to pay cost of the Project and Related Expenses, all as described and defined in the ordinance authorizing the Certificates (the “Ordinance”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois (“Applicable Law”), and with the Ordinance, which has been duly passed by the City Council of the City on the 21st day of August, 2023, and approved by the Mayor, in all respects as by law required. The

Certificates issued by the City in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "Agreement"), dated as of the 30th day of August, 2023, entered into by and between the City and its City Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

The Certificates shall not be subject to optional redemption prior to September 1, 2028. The Certificates are subject to redemption prior to maturity at the option of the City in whole but not in part on September 1, 2028, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

Unless waived by the Registered Owner hereof, notice of any such redemption shall be given by the Certificate Registrar on behalf of the City by providing electronic redemption notice not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the e-mail address shown on the registration books of the City maintained by the Certificate Registrar or at such other e-mail address as is furnished in writing by such registered owner to the Certificate Registrar. The Certificate Registrar shall confirm by e-mail that each registered owner has received e-mail notice of redemption. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Certificate is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in Highland, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Registered Owner hereof retains the right at any time to dispose of this Certificate, in whole or in part, but agrees that any such sale, transfer or distribution by such registered owner shall be made in accordance with applicable laws to (a) an affiliate of such registered owner; or (b) one or more banks, trusts, custodians, insurance companies or other financial institutions. Each registered owner shall have the right to grant participations in all or any portion of its interest in this Certificate at any time without the consent of the City.

The Certificates are issued in fully-registered form in the denomination of \$250,000 each and integral multiples of \$5,000 in excess thereof. This Certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the Record Date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The City and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Certificate Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and

been performed in regular and due form and time as required by law; that the obligation to make payments due hereon is a general obligation of the City payable from any funds of the City lawfully available for such purpose; that the total amount due under the Agreement, represented by the Certificates, together with all other indebtedness of the City, is within all statutory and constitutional debt limitations; and that the City shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE CITY OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, the CITY OF HIGHLAND, ILLINOIS, by its City Council, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

CERTIFICATE OF AUTHENTICATION

CITY OF HIGHLAND, ILLINOIS

This Certificate is one of the Certificates of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

CITY TREASURER,
Paying Agent

(Seal)

ATTEST:

By: _____
City Treasurer

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Certificate on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular.

**EXHIBIT C
TO ORDINANCE**

FEDERAL TAX CERTIFICATE

[On file in the office of the City Clerk.]

**EXHIBIT D
TO ORDINANCE**

WORK CONTRACTS

[On file in the office of the City Clerk.]

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Highland, Illinois (the “City”), and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true, correct and complete copy of an ordinance of the City adopted at a legally convened meeting of the City Council of the City held on the 21st day of August, 2023.

I do further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this 30th day of August, 2023.

(SEAL)

City Clerk, City of Highland, Illinois

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE EXECUTION OF A
COMMERCIAL REAL ESTATE SALES CONTRACT WITH
DONALD C. BRINKER
FOR RIGHT-OF-WAY FOR A PUBLIC PURPOSE**

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 purchase real estate for public purposes; and

WHEREAS, City intends to purchase real estate, specifically 2,840 square feet from Parcel Number: 01-1-24-09-05-103-001, (“Property”) for right-of-way to construct infrastructure, including roads and sidewalks, leading to a newly constructed school; and

WHEREAS, City has determined it necessary to purchase the Property from Donald C. Brinker and enter a real estate purchase contract for \$4,686.00 (*See* Commercial Real Estate Contract attached hereto as **Exhibit A**); and

WHEREAS, the Property will be used for construction of infrastructure, including roads and sidewalks, leading to a newly constructed school, and will promote the health, safety, general welfare and economic welfare of City residents ; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the Property, and pursuant to the terms of the signed real estate 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 document necessary to purchase the Property, and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the Property from Donald C. Brinker for \$4,686.00, and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.
- Section 3.* 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:

APPROVED:

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

ATTEST:

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



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad- City Manager

Date: August 10, 2023

Re: Right of Way Purchase

I submit for your approval a contract with Donald C. Brinker for the purchase of Right of Way in front of 2605 Poplar St. in the amount of \$4,686.00 for 2,840 square feet of ROW.

Discussion

With the new primary school being constructed at the South end of Poplar St, it is desirable to construct a multi-use path beyond the current termination point of VFW to the new school property. In order to construct said path and make the campus walkable, the City needs to obtain approximately 10 feet of ROW from 3 parcels of ground between VFW Rd. and the new school grounds. Mr. Brinker is the owner of one of these 3 parcels.

The City is very early in the planning stages of this project and we are currently searching for funding options and solutions to what will be a significant public works project. While this planning is taking place, staff felt it was prudent to secure the necessary ROW in order to prevent any unnecessary delay when funding for the improvements is secured.

COMMERCIAL REAL ESTATE SALES CONTRACT

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

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into effective as of the date City obtains the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Resolution and by the affirmative vote of 2/3 of the corporate authorities then holding office (the "Effective Date"), by and between DONALD C. BRINKER ("Seller") and CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION ("Purchaser").

I. Sale of Property. Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Number: 01-1-24-09-05-103-001**, and more particularly described in **Exhibit A**, and shown on **Exhibit B** (the "Property").

II. Purchase Price and Payment. The purchase price ("Purchase Price") for the Property is \$1.65 per square foot for 2,840 square feet, more or less, for a total of **four thousand six hundred and eighty-six dollars and no cents (\$4,686.00)**, which shall be paid as follows:

a. Payment at Closing. At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment 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 Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.

b. Release of Encumbrances. Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below),

(iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.

- c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

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

PURCHASER AGREES TO PAY ALL "CLOSING COSTS" ASSOCIATED WITH THIS REAL ESTATE TRANSACTION.

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

V. Investigation of the Property. From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives

access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

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

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

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

description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.

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

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

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

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 Seller and Purchaser, 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. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):

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

VIII. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally

delivered, mailed, transmitted by telefax, or transmitted by email to the applicable addresses as follows:

If to Seller: Donald C. Brinker
2605 Poplar Street
Highland, IL 62249
Telephone: 618-973-0161
Email:

If to Purchaser: City of Highland
Madison County, Illinois
Attention: Chris Conrad
City Manager
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218
Telephone: (618) 654-9891
Facsimile: (618) 654-4768
Email: cconrad@highlandil.gov

IX. Additional Covenants.

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

X. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY

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

XI. Litigation.

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

XII. Defaults and Remedies

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

XIII. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. 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. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- f. 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.
- g. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- h. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- i. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller 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 Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

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

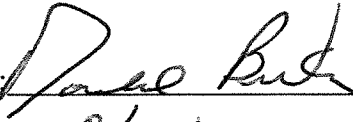
XV. Additional Consideration. As additional consideration for the purchase of this right of way, the City agrees that at the time of construction, City will pay for the installation of a concrete driveway to match the roadway and apron construction from the ROW apron to the garage of said parcel. City further agrees that in the event the City ever makes the intersection of Poplar St. and VFW Rd. a 4-way stop intersection, City will install a driveway curb cutout along VFW Rd. for said parcel.

[Signature Page Follows]

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

SELLER:

**Donald C. Brinker
2605 Poplar Street
Highland, Illinois 62249**

By: 

Date: 8/10/23

PURCHASER:

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

Chris Conrad
City Manager
City of Highland, Illinois

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: Donald C Brinker
Address: 2605 Poplar
Highland, IL 62249
Route: Poplar
PIN No.: 01-1-24-09-05-103-001

The west 40.00 feet of the north 71 feet of the west 190.65 feet of the North Half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 9, Township 3 North, Range 5 West of the third Principal Meridian, Madison County, Illinois.

Said parcel contains 0.065 acre or 2,840 square feet, more or less.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE EXECUTION OF A
COMMERCIAL REAL ESTATE SALES CONTRACT WITH
LISA A. HILL
FOR RIGHT-OF-WAY FOR A PUBLIC PURPOSE**

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 purchase real estate for public purposes; and

WHEREAS, City intends to purchase real estate, specifically 4,680 square feet from Parcel Number: 01-1-24-09-05-103-003 and Parcel Number: 01-1-24-09-05-103-004, (“Property”) for right-of-way to construct infrastructure, including roads and sidewalks, leading to a newly constructed school; and

WHEREAS, City has determined it necessary to purchase the Property from Lisa A. Hill and enter a real estate purchase contract for \$7,722.00 (*See* Commercial Real Estate Contract attached hereto as **Exhibit A**); and

WHEREAS, the Property will be used for construction of infrastructure, including roads and sidewalks, leading to a newly constructed school, and will promote the health, safety, general welfare and economic welfare of City residents; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the Property, and pursuant to the terms of the signed real estate 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 document necessary to purchase the Property, and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the Property from Lisa A. Hill for \$7,722.00, and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.
- Section 3.* 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:

APPROVED:

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

ATTEST:

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

COMMERCIAL REAL ESTATE SALES CONTRACT

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

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into effective as of the date City obtains the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Resolution and by the affirmative vote of 2/3 of the corporate authorities then holding office (the "Effective Date"), by and between LISA A. HILL ("Seller") and CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION ("Purchaser").

I. **Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Number:** 01-1-24-09-05-103-003 and 01-1-24-09-05-103-004, and more particularly described in **Exhibit A**, and shown on **Exhibit B** (the "Property").

II. **Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is \$1.65 per square foot for 4,680square feet, more or less, for a total of **seven thousand seven hundred and twenty-two dollars and no cents (\$7,722.00)**, which shall be paid as follows:

a. **Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment 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 Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.

b. **Release of Encumbrances.** Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below),

(iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.

- c. Expenses. Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

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

PURCHASER AGREES TO PAY ALL "CLOSING COSTS" ASSOCIATED WITH THIS REAL ESTATE TRANSACTION.

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

V. Investigation of the Property. From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives

access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

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

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

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

description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.

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

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

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

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 Seller and Purchaser, 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. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):

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

VIII. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally

delivered, mailed, transmitted by telefax, or transmitted by email to the applicable addresses as follows:

If to Seller: Lisa A. Hill
2611 Poplar Street
Highland, IL 62249
Telephone: (618) 407-2821

If to Purchaser: City of Highland
Madison County, Illinois
Attention: Chris Conrad
City Manager
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218
Telephone: (618) 654-9891
Facsimile: (618) 654-4768
Email: cconrad@highlandil.gov

IX. Additional Covenants.

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

X. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS

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

XI. Litigation.

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

XII. Defaults and Remedies

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

XIII. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. 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. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- f. 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.
- g. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- h. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- i. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller 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 Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.


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

[Signature Page Follows]

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

SELLER:

**Lisa A. Hill
2611 Poplar Street
Highland, Illinois 62249**

By: 

Date: 8/9/23

PURCHASER:

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

Chris Conrad
City Manager
City of Highland, Illinois

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Owner: Lisa A Hill
Address: 2611 Poplar
Highland, IL 62249
Route: Poplar
PIN No.: 01-1-24-09-05-103-003
01-1-24-09-05-103-004

The west 40.00 feet of the south 117 feet of the west 190.65 feet of the North Half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 9, Township 3 North, Range 5 West of the third Principal Meridian, Madison County, Illinois.

Said parcel contains 0.107 acre or 4,680 square feet, more or less.



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad- City Manager

Date: August 10, 2023

Re: Right of Way Purchase

I submit for your approval a contract with Lisa A. Hill for the purchase of Right of Way in front of 2611 Poplar St. in the amount of \$7,722.00 for 4,680 square feet of ROW.

Discussion

With the new primary school being constructed at the South end of Poplar St, it is desirable to construct a multi-use path beyond the current termination point of VFW to the new school property. In order to construct said path and make the campus walkable, the City needs to obtain approximately 10 feet of ROW from 3 parcels of ground between VFW Rd. and the new school grounds. Miss Hill is the owner of one of these 3 parcels.

The City is very early in the planning stages of this project and we are currently searching for funding options and solutions to what will be a significant public works project. While this planning is taking place, staff felt it was prudent to secure the necessary ROW in order to prevent any unnecessary delay when funding for the improvements is secured.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING TEMPORARY SERVICE CHARGES FROM REPUBLIC SERVICES FOR REFUSE SERVICES THROUGH DECEMBER 31, 2023

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 signed an extension with Bob Sanders for Refuse services in July of 2022, prior to Bob Sanders being purchased by Republic Services ("Republic"), for no increase in service costs to City; and

WHEREAS, City has determined Republic seeks a temporary increase in the fees paid for refuse services ("Republic Proposal") while City seeks a new contract through a request for proposals (*See Exhibit A*); and

WHEREAS, City has determined the Republic Proposal seeks a temporary 7.9% increase in the fees paid for refuse services on a month to month basis through December 31, 2023 (*See Exhibit A*); and

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

WHEREAS, City authorizes and directs the City Manager and/or Mayor to execute any documents necessary to approve the Republic Proposal (*See Exhibit A*).

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The Republic Proposal is hereby approved.
- Section 3.* The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to give effect to this Resolution.
- Section 4.* This Resolution shall be known as Resolution No. _____, and shall be effective upon its passage and approval in accordance with Illinois law.

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



City of Highland
Chris Conrad - City Manager
1115 Broadway.
Highland, IL 62249

August 3, 2023

Re: Annual Renewal/Rate Adjustment

Dear Mr. Conrad

All of us at Republic Services appreciate the opportunity to be your waste collection hauler and we look forward to continuing our great partnership with the City of Highland. As we discussed, we support a month-to-month renewal arrangement beginning October 1, 2023 with a 7.9% rate increase to match the 2022 rate of inflation as reported by the Department of Energy's Annual Consumer Pricing Index -All Items schedule. The new pricing is attached for execution.

The waste collection industry was significantly impacted by the pandemic and its aftermath. The new normal finds us navigating labor shortages, supply chain delays, and absorbing elevated employee costs related to the demand for qualified CDL Drivers. Amazon, Fed Ex, UPS and the U.S. Postal Service have all repositioned for a surge in the demand for home delivery. This combined with the recruiting efforts of traditional long-haul transport companies has further stressed the short supply. We are working hard to retain our professional and experienced Drivers while recruiting the best Drivers to service our communities.

We are asking our partners to reimagine their waste collection programs taking into consideration the industries' best practices to support the most efficient and durable service strategy. By reducing truck time and the number of Drivers needed to service each community, we will be better positioned to minimize future escalations in cost. We look forward to discussing a new plan, including the automation of our collection services in the near future. Until then, we will continue to deliver great service with the current system in place.

Thank you again for allowing us to be your waste collection partner. We hope we can meet soon to begin the planning process to a better environmental future for Highland. In the meantime, if you have any immediate questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Cord Stanley", with a stylized flourish at the end.

Cord Stanley
General Manager
Phone: (480) 280-3148
Email: cstanley3@republicservices.co



2023 - 2024 Highland Waste Collection Rates

Residential Units: \$29.13 per month

Unlimited refuse (including bulky item removal as provided for in Section 4.E. of the contract), recyclable material, and yard waste material each week other than construction material, or unacceptable materials (i.e. hazardous waste)

Non-Containerized Business: \$45.32 per month

Collection Rates/Month	Business Container Service (Non-Compacted)						
Weekly Frequency	1X	2X	3X	4X	5X	6X	Ea. Xtra P/U
1 CY Container	\$72.29	\$105.74	\$165.09	\$211.48	\$251.41	\$297.80	\$58.27
1.5 CY Container	\$79.85	\$113.30	\$172.64	\$219.04	\$257.88	\$304.28	\$62.58
2 CY Container	\$98.19	\$139.19	\$205.01	\$244.93	\$284.86	\$331.25	\$70.14
3 CY Container	\$125.16	\$194.22	\$238.46	\$282.70	\$317.23	\$363.62	\$80.93
4 CY Container	\$158.61	\$224.43	\$358.23	\$418.65	\$443.47	\$528.71	\$86.32
6 CY Container	\$211.48	\$333.41	\$389.52	\$444.55	\$482.31	\$555.69	\$102.51
8 CY Container	\$244.93	\$384.12	\$563.24	\$755.30	\$886.94	\$952.76	\$118.69

Collection Rates/Month	Business Container Service (Compacted)						
Weekly Frequency	1X	2X	3X	4X	5X	6X	Ea. Xtra Ton
2 CY Compacted Container	\$123.01	\$161.85	\$243.85	\$332.33	\$343.12	\$419.73	\$75.53
4 CY Compacted Container	\$156.46	\$299.96	\$419.73	\$457.50	\$520.08	\$563.24	\$75.53
6 CY Compacted Container	\$198.54	\$400.31	\$647.40	\$702.43	\$747.75	\$791.99	\$75.53
20 CY Compacted Container	\$563.24	\$1,118.92	\$1,617.42	\$1,995.07	\$2,380.27	\$2,638.16	\$75.53
30 CY Compacted Container	\$639.85	\$1,261.35	\$1,957.31	\$2,815.11	\$3,200.31	\$3,584.44	\$75.53
40 CY Compacted Container	\$665.74	\$1,548.37	\$2,380.27	\$3,192.76	\$3,325.48	\$3,775.42	\$75.53

Pricing based on customer providing equipment (compactor) and the following tonnage limits. 20yd = 4 Ton Limit, 30yd = 5 Ton Limit, 40yd = 6 Ton Limit. Each Xtra ton will be added and billed at the rate above.

Temporary Containers (Construction & Automobile Body Parts)			
Size	Delivery Charge	Empty/Removal Charge	Rental Fee Per Day
2 CY Container	\$53.95	\$75.53 each	\$6.47
4 CY Container	\$53.95	\$107.90 each	\$6.47
6 CY Container	\$59.35	\$172.64 each	\$6.47
20 CY Container	\$323.70	\$75.53 per ton	\$17.26
40 CY Container	\$323.70	\$75.53 per ton	\$17.26

By executing this notice the City agrees to adjust rates accordingly to residents and businesses effective October 1, 2023.

City of Highland

**Allied Waste Transportation, Inc dba
Republic Services of Edwardsville**

By: _____
Christopher Conrad
City Manager

By:  _____
Cord Stanley
General Manager

Date: _____

Date: August 3rd, 2023



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad-City Manager

Date: August 10, 2023

Re: Refuse Collection Contract Extension

I have attached for your review and recommend for approval an extension of our contract for unlimited refuse, recycling and yard waste collection with Republic Services beginning October 1, 2023 on a month to month basis pending the council approval of an extended contract that is currently out for proposal. The rate increase would be 7.9% increase, raising the monthly cost for a residential customer to \$30 a month.

Discussion

This is our first formal contract with Republic Services. You may remember we executed an extension with Bob Sanders Waste in July of 2022, and Republic Services assumed that contract when they purchased Sanders Waste. The 7.9% is reflective of the increases in operational costs the city has seen in similar activity, so staff do not see the increase as unreasonable.

This is only an extension. The refuse collection services are moving to a containerized and automated model of collections in order to reduce overhead and operating expenses for the collection companies. To that end, we currently have a request for proposals out to determine our path forward for our collection services. Our RFP's included an option to continue unlimited service so we will see what they come back with and bring all options to the council.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SERVICE CHARGES TO BE COLLECTED AND PAID TO THE CITY OF HIGHLAND FOR REFUSE COLLECTION SERVICE

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

WHEREAS, City and Republic Services have agreed to a proposed contract for refuse services for City; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to amend the rates charged for refuse services for purposes of covering the costs for the proposed contract with Republic Services for refuse services for City; and

WHEREAS, the Mayor and/or City Manager is authorized and directed to execute any documents necessary to amend the rates charged by City for refuse services.

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

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

Section 2. Service Charges to be collected from and paid to the City by Highland residents for refuse collection service from this City shall be as follows:

A. **Residential Units:** \$ 30.00 per month per residential unit for unlimited refuse collection, including bulky items but not appliances nor construction or hazardous materials, each week and all recyclable material placed in the recyclable container. This also includes yard waste collection. Yard waste includes leaf and yard trimmings, small twigs and branches (less than 4 inches in diameter). In order to have yard waste picked up, the material must be placed in Kraft (paper) yard bags or trash cans marked with a large red X. Twigs and branches would need to be bundled with twine and not longer than 4 foot in length. Place all refuse at the curb or alley.

All appliances shall be picked up one time per month on the third Friday of each month or a date agreed upon by the City and the Contractor. Appliances must be at the curbside by 7:00 a.m on that day.

B. **Non-containerized Business:** \$ 46.00 per month per non-containerized business entity, or apartment, condominium, or other single structure of more than three residential units for once-a-week collection for six (6) 33-gallon cans or bags of refuse each of a weight of no more than 50 pounds.

C. **Containerized Businesses**, which is defined as the use of, and regularly scheduled weekly collection from, a container as shown on the following schedule, and the following prices are per container, and except construction waste, which is defined as the residue, waste or refuse resulting from construction, remodeling, or razing of buildings, and as automobile parts, shall not be placed in other than separate construction refuse containers.

1. **Containers other than construction containers:** All refuse except landscape waste and except containers of construction materials as follows:

Size of Containers ----- Frequency of Weekly Pickups -----

Cubic Yards	1 Time	2 Times	3 Times	4 Times	5 Times	6 Times
1	\$ 74.00	\$ 107.00	\$ 171.00	\$ 216.00	\$ 267.00	\$ 318.00
2	108.00	153.00	210.00	250.00	290.00	340.00
3	131.00	200.00	245.00	289.00	325.00	372.00
4	162.00	228.00	365.00	423.00	472.00	530.00
6	216.00	291.00	395.00	450.00	487.00	560.00
8	250.00	387.00	567.00	760.00	892.00	960.00

2. **Extra Dumpster Collections:** The following prices are for collections requested in excess of the regularly scheduled weekly collection frequency:

Container Size	Charge Per Collection
1	\$60.00
2	\$75.00
3	\$85.00
4	\$90.00
6	\$105.00
8	\$120.00

3. Compactor Refuse Rates: Customer provides the compactor equipment:

Size of Containers ----- Frequency of Weekly Pickups -----

Cubic Yards	1 Time	2 Times	3 Times	4 Times	5 Times	6 Times
2 yd	\$ 129.00	\$ 173.00	\$ 260.00	\$ 343.00	\$ 390.00	\$ 438.00
4 yd	160.00	310.00	440.00	489.00	544.00	597.00
6 yd	201.00	401.00	657.00	717.00	762.00	807.00
20 yd	605.00	1,220.00	2,120.00	3,083.00	3,510.00	3,935.00
30 yd	695.00	1,425.00	1,810.00	2,281.00	2,712.00	3,011.00
40 yd	726.00	1,719.00	2,647.00	3169.00	3,715.00	4,217.00

Additional Tonnage Rates Compactors:

Amount in excess of 4 ton limit/20 yd compactor: \$76.00/ton

Amount in excess of 5 ton limit/30 yd compactor: \$76.00/ton

Amount in excess of 6 ton limit/40 yd compactor: \$76.00/ton

D. Construction Containers and Automobile Materials: The following prices are for delivery of, use of, and non-regularly scheduled collection from the containers for construction waste, which is defined as the residue, waste, or refuse resulting from construction, remodeling, or razing of buildings; and automobile parts:

Charges	Delivery Charge	Per Empty Charge	Rental Fee
2 yd Container	\$ 55.00	\$ 76.00	\$10.00 rental per day
4 yd Container	55.00	108.00	\$10.00 rental per day
6 yd Container	60.00	173.00	\$10.00 rental per day
Charges	Delivery Charge	Per Ton Charge	Rental Fee
20 yd Container	\$ 325.00	\$ 76.00	\$20.00 rental per day
40 yd Container	325.00	76.00	\$20.00 rental per day

Section 3. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law, and shall be implemented on bills sent out for October 2023.

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:

APPROVED:

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

ATTEST:

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

ORDINANCE NO. _____

ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL, SPECIFICALLY, APPROXIMATELY 275 TRASH CONTAINERS / DUMPSTERS

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

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

WHEREAS, the City currently owns approximately 275 trash containers / dumpsters (“Trash Containers / Dumpsters”); and

WHEREAS, in the opinion of this City Council, the Trash Containers / Dumpsters are 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 City Manager has informed the City Council the Trash Containers / Dumpsters will be sold for the highest value possible, or disposed of if they are deemed to have little or no value; and

WHEREAS, the City Manager has informed City Council the Trash Containers / Dumpsters will no longer be needed by City due to changes in trash / refuse services going forward; and

WHEREAS, City has determined the City Manager, or his designee, is permitted to sell the surplus personal property, specifically the Trash Containers / Dumpsters, 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 Trash Containers / Dumpsters, are hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

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

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

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

Passed by the City Council 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:

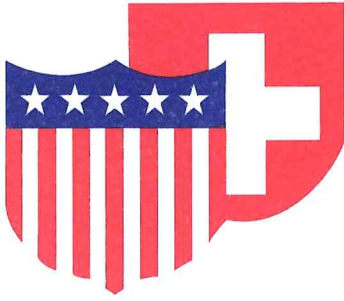
NOES:

APPROVED:

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

ATTEST:

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



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Jackie Heimbürger, Director of Support Services
DATE: July 31, 2023
SUBJECT: Declaring Surplus Property for General Administration- 275 Trash Containers

RECOMMENDATION

I recommend that you request council approval to declare all the City owned trash containers as surplus property.

DISCUSSION

The City of Highland currently owns 275 trash containers and would like to sell or dispose of the current containers. There is also an option in the Solid Waste RFP for the bidder to purchase the City owned trash containers. If the bidder for the Solid Waste contract does not purchase the trash containers then the City will sell via public auction or scrap.

FISCAL IMPACT

Any funds received will go into the General Administration fund.

CONCURRENCE

Recommended by: Jackie Heimbürger
Jackie Heimbürger, Director of Support Services

Approved by: Christopher J. Conrad
Christopher Conrad, City Manager

ORDINANCE NO. _____

ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL, SPECIFICALLY ONE 2001 INTERNATIONAL DUMP TRUCK

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

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

WHEREAS, the City Water and Sewer Department currently owns:

Make: International
Model: 4900 Tandem DT466
Year: 2001
VIN: 1HTSHAAR31H366545

(“International”); and

WHEREAS, in the opinion of this City Council, the International 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 Director of Public Works has informed the City Council the International will be sold for the highest value possible, or disposed of if it is deemed to have 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 International, 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 International, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

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

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

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2023, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

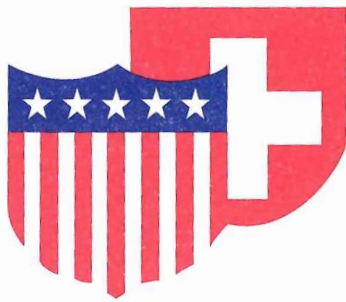
NOES:

APPROVED:

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

ATTEST:

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



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: August 15, 2023
SUBJECT: Declaring Surplus Property for Water Distribution/Sewer Collection
2001 International 4900 Tandem DT466 Dump Truck
Recommendation for Surplus Property Approval

RECOMMENDATION

I recommend that you request council approval to declare a 2001 International 4900 Tandem DT466 Dump Truck as surplus property.

DISCUSSION

The division recently received delivery of a new tandem dump truck. This truck is used for water distribution and sewer collection work. The 2001 International is no longer useful in our fleet. We plan to sell it either outright or by a commercial auction service.

Make: International
Model: 4900 Tandem DT466
Year: 2001
VIN: 1HTSHAAR31H366545

FISCAL IMPACT

Funds from the sale will go into the division account.

CONCURRENCE

Recommended by: _____
Joe Gillespie, Director of Public Works

Approved by: _____
Christopher Conrad, City Manager

RESOLUTION NO. _____

**RESOLUTION WAIVING CUSTOMARY BIDDING PROCEDURES
AND AUTHORIZING THE PURCHASE OF A
2023 KOMATSU COMPACT HYDRAULIC EXCAVATOR
UNDER THE SOURCEWELL PROGRAM**

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

WHEREAS, the Director of Public Works has recommended to the City Council to waive normal and customary bidding procedures and award the purchase of a new 2023 Komatsu PC88MR-11 Compact Hydraulic Excavator to Roland Machinery Co. in Bridgeton, Missouri for \$118,017.79 under the Sourcewell program ("Roland Machine Agreement") (*See Exhibit A*); and

WHEREAS, the Director of Public Works has informed the City Council that the Street and Alley division priced comparable compact excavators to replace the current one, and the lowest quoted machine is available under the Roland Machine Agreement (*See Exhibit A*); and

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

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

WHEREAS, City has determined it to be appropriate to waive the customary bidding procedures and purchase the 2023 Komatsu PC88MR-11 Compact Hydraulic Excavator under the Sourcewell Program according to the Roland Machine Agreement (*See Exhibit A*); and

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

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

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

Section 2. The Roland Machine Agreement for purchase of the 2023 Komatsu PC88MR-11 Compact Hydraulic Excavator under the Sourcewell Program

(See **Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to enter the Roland Machine Agreement (See **Exhibit A**).

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

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



ST. LOUIS DIVISION HEADQUARTERS
4670 CROSSROADS INDUSTRIAL DRIVE
BRIDGETON, MO 63044
314-291-1330/800-274-7230
FAX 314-291-8050

July 17, 2023

City of Highland
1115 Broadway
Highland Illinois 62249

SOURCEWELL CONTRACT 77923

Gentlemen:

We are pleased to submit the following quotation for your consideration:

ONE NEW KOMATSU MODEL PC88MR-11 COMPACT HYDRAULIC EXCAVATOR, S/N C40220, 2023 model equipped as follows:

Engine and its related items:

Komatsu SAA3D95LE-1
Auto deceleration
Air cleaner, double element with auto dust evacuator
B20 Biodiesel compatible*
Cooling system viscous fan clutch, suction type
Cooling system with expansion tank
Engine oil pan drain cock
Variable flow turbocharger
Komatsu Diesel Oxidation Catalyst (KDOC)

Electrical System:

Alternator, 24 V/60
Batteries, 2 x 12 V/55 Ah
Battery disconnect switch
Lock out/tag out provisioned
Starting motor 24 V/4.5 kW

Guards and Covers

Fan guard
Pump/engine partition cover
Diesel ground level fuel fill and hydraulic tank fill cap are under lockable side covers
Car body bottom guards

Operator Environment:

12 V x 2 power supply
Attachment flow switching through monitor
Auto climate control
Auto idle shutdown

Cab includes antenna, multifunction audio with USB AND Bluetooth wireless technology, floormat, intermittent front windshield wiper and washer, large ceiling hatch, pull-up front window, removable lower windshield

Handrails

Komtrax 5.0 (cellular 4G system)

LED working light on boom

LED working light on cab

Lock lever auto lock function

Monitor panel

Operator identification function

Rearview mirrors (left hand, rear)

Rearview monitoring system

ROPS cab (ISO 12117-2)

Seat belt, 78 mm3.1"

Suspension seat

Swing holding brake

Travel alarm

Travel Hi/Lo switch on blade control lever

Hydraulic System:

Dual stage relief valve

Proportional Pilot Joystick Control

Hydraulic control unit-1 additional actuator

One-way/two-way auxiliary hydraulic flow

Operation pattern change-over valve (two-way, ISO/BH)

One variable piston pump and one gear pump

Auxiliary circuit return filter and accumulator

Automatic swing brake

Automatic load sensing two speed travel

Work Equipment:

Blade 2330 mm 7'7" (welded cutting edge type)

Counterweight, 805 kg 1,775 lbs.

Undercarriage:

Triple grouser shoe, 450 mm 18"

*Up to 20% blended biodiesel fuel and paraffine fuel can be used.

BASE MACHINE PRICE	\$145,007.00
11'2" Boom	\$ 7,866.00
6'11" Arm	\$ 6,741.00
18" Roadliner	<u>\$ 5,884.00</u>
KOMATSU TOTAL LIST PRICE	\$165,498.00
PURCHASE FACTOR	.604%
PURCHASE PRICE F.O.B. KOMATSU	\$ 99,960.79

Outside Items

Freight – Inbound	\$ 2,170.00
Freight – Delivery	\$ 650.00
Werk-Brau Coupler	\$ 3,157.00
Werk-Brau Kit	\$ 1,625.00
Solesbee Thumb	\$ 3,968.00
Labor to Install Coupler & Thumb	\$ 6,487.00
Komatsu Care Complimentary Scheduled Maintenance for the first 3 years or 2,000 hours and two complimentary KDPF exchange units for the first 5 years, no hour limit	
	<u>INCLUDED</u>
SOURCEWELL TOTAL CASH SALES PRICE F.O.B. JOBSITE	<u>\$118,017.79</u>

Terms

To be arranged.

Delivery

From factory, subject to prior sale.

State/Local Taxes not included and must be added if applicable.

Thank you for the opportunity to quote the City of Highland. If we may be of further assistance, please don't hesitate to call.

Yours very truly,

ROLAND MACHINERY COMPANY
ST. LOUIS DIVISION

James M. Jesuit

James M. Jesuit
Vice President/General Manager

JMJ/kf

cc: Mr. Sam Scoles, Roland/Bridgeton



SALES AGREEMENT

DATE May 22, 2023

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER	<u>CITY OF HIGHLAND STREETS & ALLEY DEPT</u>		
STREET ADDRESS	<u>12263 HIGHLAND RD PO BOX 218</u>		<SAME>
CITY/STATE	<u>HIGHLAND, IL</u>	COUNTY	<u>MADISON</u>
POSTAL CODE	<u>62249</u>	PHONE NO.	<u>618-654-2011</u>
EQUIPMENT	<u>Clint Conrad 16183010763 clintconrad@highlandil.gov</u>		
PRODUCT SUPPORT	<u>Clint Conrad 16183010763 clintconrad@highlandil.gov</u>		F.O.B. AT: <u>Troy</u>

INDUSTRY CODE: <u>COMMERCIAL & PUBLIC BLDG CONSTRUC GC(250)</u>	PRINCIPAL WORK CODE:
CUSTOMER NUMBER: <u>3014466</u>	Sales Tax Exemption # (if applicable): <u>E9994693907</u>
CUSTOMER PO NUMBER:	
PAYMENT TERMS:	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>
Cash With Order: <u>\$0.00</u>	Balance To Finance: <u>0.00</u>
Contract Interest Rate: <u>0.00</u>	Payment Period: _____ Payment Amount: <u>0.00</u> Number Of Payments: <u>0</u>

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: <u>CATERPILLAR INC.</u>	MODEL: <u>308-07</u>	YEAR: <u>2023</u>	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>		
STOCK NUMBER: <u>23M02841</u>	SERIAL NUMBER: <u>TBA</u>	SMU: <u>TBA</u>			
<u>308 07A CR MINI EXCAVATOR</u>	<u>512-1401</u>	<u>LINES, QC, LNG STK, 3 LINE</u>	<u>516-1613</u>	<u>LINKAGE, BUCKET W/ LIFTING EYE</u>	<u>568-1567</u>
<u>DRAIN, ECOLOGY</u>	<u>382-8757</u>	<u>ENGINE, EPA TIER 4 FINAL</u>	<u>518-6184</u>	<u>THUMB, HYD + COUPLER, HYD, 8T</u>	<u>628-9997</u>
<u>HEATER, WATER JACKET</u>	<u>415-2556</u>	<u>CAT KEY, WITH PASSCODE OPTION</u>	<u>522-6460</u>	<u>BUCKET-HD, 24", 8.1 FT3, 7T</u>	<u>295-5952</u>
<u>SEAT, AIR SUSP, FABRIC, HEATED</u>	<u>510-6070</u>	<u>COUNTERWEIGHT, EXTRA</u>	<u>525-6657</u>	<u>BUCKET-HD, 36", 13.8 FT3, 7T</u>	<u>295-5954</u>
<u>BELT, SEAT, 3" RETRACTABLE</u>	<u>510-6085</u>	<u>SOFTWARE, PROPORTIONAL CONTROL</u>	<u>557-1709</u>	<u>BUCKET-GRADING, 47", 14.6FT3, 7T</u>	<u>388-9666</u>
<u>ALARM, TRAVEL</u>	<u>511-6157</u>	<u>SOFTWARE, STICK STEER CONTROL</u>	<u>557-1710</u>		
<u>MONITOR NEXT GEN, ADVANCED, CR</u>	<u>511-6177</u>	<u>SOFTWARE, 2 WAY CONTROL</u>	<u>557-1711</u>		
<u>LIGHTS, LED</u>	<u>511-6217</u>	<u>SOFTWARE, CODED START</u>	<u>557-1713</u>		
<u>INTEGRATED RADIO</u>	<u>511-6219</u>	<u>PRODUCT LINK, CELLULAR PLE643</u>	<u>557-5123</u>		
<u>CAMERA, REAR VIEW</u>	<u>511-6235</u>	<u>STD BLADE, STD U/C, TG W/PAD</u>	<u>562-3698</u>		
<u>BOOM, SWING</u>	<u>512-2573</u>	<u>STICK, LONG</u>	<u>563-2071</u>		

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	\$157,000.00
MODEL: _____	YEAR: _____ SN: _____	EXT WARRANTY	Included
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SUB TOTAL	\$157,000.00
MODEL: _____	YEAR: _____ SN: _____	BALANCE DUE	\$157,000.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____ /ds-init1/	Payment Terms and Conditions: Customer will pay upon receipt of invoice.
<p>The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: <u>24 Month or 2000 Hours, Premier</u></p> <p><u>308-60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)</u></p>		

CSA: _____

NOTES: _____

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacturer's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and /or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY Blackorby, Parker REPRESENTATIVE

Fabick PURCHASER

APPROVED AND ACCEPTED ON _____
CITY OF HIGHLAND STREETS & ALLEY DEPT PURCHASER

BY _____ SIGNATURE

TITLE _____

Joe Gillespie

From: Clint Conrad
Sent: Monday, August 07, 2023 8:45 AM
To: Joe Gillespie
Subject: New Excavator.
Attachments: Komatsu PC88MR-11 Sourcewell Quote; Quote for CX80C ; Cat Excavator quote.pdf

Joe as we discussed last week Roland has provided me a sourcewell quote for a replacement Komatsu that was also the lowest of 3 quotes for comparable excavators from local dealerships Komatsu, Case and CAT. I have attached Roland's sourcewell quote as well as the 2 alternative quotes.

Let me know if I need to type up anything else or just do a Purchase order. I will stop by later to discuss anything you need from me. Thanks. I confirmed with Roland this morning that everything is still valid and there would be no changes or price adjustments accepted or requested.

Clint R Conrad

City of Highland
C- 618-301-0763
P – 618-654-2011

Disclaimer: Please take note that any communication sent to, or received by, this account or device may be subject to disclosure pursuant to the Illinois Freedom of Information Act

8853 Petroff Drive, Caseyville, IL 62232

1/6/23

To: City of Highland
c/o Clint Conrad

Re: Case CX80C Excavator Quote

Please find the following quote for a **New Case CX80C with the following features:**

- Cab with A/C and Heat
- Front Dozer Blade
- 1 way/ 2way Rear Auxiliary Hydraulics
- Multi-Fit S Hydraulic Pin Grabber Quick Coupler
- 24" Heavy Duty Tooth Bucket
- Pattern Changer Valve
- Roadliner type tracks
- 7' 2" Arm
- Standard Boom
- Rear View Camera
- Hydraulic Thumb
- Case Standard Warranty

Total Purchase Price: \$125,000.00

Thank You for allowing Luby Equipment Services the opportunity to quote on your equipment needs. If you need anything further, please don't hesitate to contact me.

Regards,
Larry Sims – Territory Manager / Metro East
Cell: 618-799-1337 Office: 618-397-9971
lsims@lubyequipment.com

Missouri

Fenton
2300 Cassens Dr.
Fenton, MO 63026
636-343-9970

Cape Girardeau
199 Airport Rd.
Cape Girardeau, MO 63702
573-334-9937

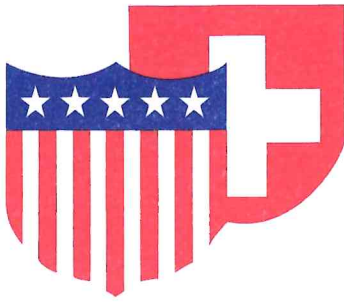
O'Fallon
2999 Mexico Rd.
O'Fallon, MO 63366
636-332-9970

Illinois

Quincy
2625 North 24th St.
Quincy, IL 62305
217-222-5454

Springfield
4375 Camp Butler Rd.
Springfield, IL 62707
217-744-2233

Caseyville
8853 Petroff Dr.
Caseyville, IL 62232
618-397-9971



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: August 7, 2023
SUBJECT: Purchase One New 2023 Komatsu PC88MR-11 Compact Hydraulic Excavator Recommendation for Approval of Purchase from Sourcewell Vendor

RECOMMENDATION

I recommend that you request council approval to waive normal and customary bidding practices and award the purchase of a new 2023 Komatsu PC88MR-11 Compact Hydraulic Excavator to Roland Machinery Co. in Bridgeton, Missouri for \$118,017.79.

DISCUSSION

The Street and Alley division priced comparable compact excavators to replace the current one. The lowest quoted machine is available from Roland Machinery through their Sourcewell Contract 77923. I am requesting going through a purchasing consortium since it is from Sourcewell and the bidding will reflect the same pricing.

CONCURRENCE

Recommended by: _____

Joe Gillespie, Director of Public Works

Approved by: _____

Christopher Conrad, City Manager

Komatsu PC88MR-11 Compact Hydraulic Excavator





ST. LOUIS DIVISION HEADQUARTERS
4670 CROSSROADS INDUSTRIAL DRIVE
BRIDGETON, MO 63044
314-291-1330/800-274-7230
FAX 314-291-8050

July 17, 2023

City of Highland
1115 Broadway
Highland Illinois 62249

SOURCEWELL CONTRACT 77923

Gentlemen:

We are pleased to submit the following quotation for your consideration:

ONE NEW KOMATSU MODEL PC88MR-11 COMPACT HYDRAULIC EXCAVATOR, S/N C40220, 2023 model equipped as follows:

Engine and its related items:

Komatsu SAA3D95LE-1
Auto deceleration
Air cleaner, double element with auto dust evacuator
B20 Biodiesel compatible*
Cooling system viscous fan clutch, suction type
Cooling system with expansion tank
Engine oil pan drain cock
Variable flow turbocharger
Komatsu Diesel Oxidation Catalyst (KDOC)

Electrical System:

Alternator, 24 V/60
Batteries, 2 x 12 V/55 Ah
Battery disconnect switch
Lock out/tag out provisioned
Starting motor 24 V/4.5 kW

Guards and Covers

Fan guard
Pump/engine partition cover
Diesel ground level fuel fill and hydraulic tank fill cap are under lockable side covers
Car body bottom guards

Operator Environment:

12 V x 2 power supply
Attachment flow switching through monitor
Auto climate control
Auto idle shutdown

Cab includes antenna, multifunction audio with USB AND Bluetooth wireless technology, floormat, intermittent front windshield wiper and washer, large ceiling hatch, pull-up front window, removable lower windshield

- Handrails
- Komtrax 5.0 (cellular 4G system)
- LED working light on boom
- LED working light on cab
- Lock lever auto lock function
- Monitor panel
- Operator identification function
- Rearview mirrors (left hand, rear)
- Rearview monitoring system
- ROPS cab (ISO 12117-2)
- Seat belt, 78 mm3.1"
- Suspension seat
- Swing holding brake
- Travel alarm
- Travel Hi/Lo switch on blade control lever

Hydraulic System:

- Dual stage relief valve
- Proportional Pilot Joystick Control
- Hydraulic control unit-1 additional actuator
- One-way/two-way auxiliary hydraulic flow
- Operation pattern change-over valve (two-way, ISO/BH)
- One variable piston pump and one gear pump
- Auxiliary circuit return filter and accumulator
- Automatic swing brake
- Automatic load sensing two speed travel

Work Equipment:

- Blade 2330 mm 7'7" (welded cutting edge type)
- Counterweight, 805 kg 1,775 lbs.

Undercarriage:

- Triple grouser shoe, 450 mm 18"

*Up to 20% blended biodiesel fuel and paraffine fuel can be used.

BASE MACHINE PRICE	\$145,007.00
11'2" Boom	\$ 7,866.00
6'11" Arm	\$ 6,741.00
18" Roadliner	<u>\$ 5,884.00</u>
KOMATSU TOTAL LIST PRICE	\$165,498.00
PURCHASE FACTOR	.604%
PURCHASE PRICE F.O.B. KOMATSU	\$ 99,960.79

Outside Items

Freight – Inbound	\$ 2,170.00
Freight – Delivery	\$ 650.00
Werk-Brau Coupler	\$ 3,157.00
Werk-Brau Kit	\$ 1,625.00
Solesbee Thumb	\$ 3,968.00
Labor to Install Coupler & Thumb	\$ 6,487.00
Komatsu Care Complimentary Scheduled Maintenance for the first 3 years or 2,000 hours and two complimentary KDPF exchange units for the first 5 years, no hour limit	<u>INCLUDED</u>
SOURCEWELL TOTAL CASH SALES PRICE F.O.B. JOBSITE	<u>\$118,017.79</u>

Terms

To be arranged.

Delivery

From factory, subject to prior sale.

State/Local Taxes not included and must be added if applicable.

Thank you for the opportunity to quote the City of Highland. If we may be of further assistance, please don't hesitate to call.

Yours very truly,

ROLAND MACHINERY COMPANY
ST. LOUIS DIVISION

James M. Jesuit

James M. Jesuit
Vice President/General Manager

JMJ/kf

cc: Mr. Sam Scoles, Roland/Bridgeton



SALES AGREEMENT

DATE May 22, 2023

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER	CITY OF HIGHLAND STREETS & ALLEY DEPT		<SAME>
STREET ADDRESS	12263 HIGHLAND RD PO BOX 218		
CITY/STATE	HIGHLAND, IL	COUNTY	MADISON
POSTAL CODE	62249	PHONE NO.	618-654-2011
EQUIPMENT	Clint Conrad 16183010763 clintconrad@highlandil.gov		
CUSTOMER CONTACT:	PRODUCT SUPPORT	Clint Conrad 16183010763 clintconrad@highlandil.gov	F.O.B. AT: Troy

INDUSTRY CODE: COMMERCIAL & PUBLIC BLDG CONSTRUC GC(250)	PRINCIPAL WORK CODE:
CUSTOMER NUMBER: 3014466	Sales Tax Exemption # (if applicable): E9994693907
CUSTOMER PO NUMBER:	
PAYMENT TERMS:	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>
Cash With Order: \$0.00	Balance To Finance: 0.00
Contract Interest Rate: 0.00	Payment Period: Payment Amount: 0.00 Number Of Payments: 0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR INC.	MODEL: 308-07	YEAR: 2023	NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>	
STOCK NUMBER: 23M02841	SERIAL NUMBER: TBA	SMU: TBA			
308 07A CR MINI EXCAVATOR	512-1401	LINES, QC, LNG STK, 3 LINE	516-1613	LINKAGE, BUCKET W/ LIFTING EYE	568-1567
DRAIN, ECOLOGY	382-8757	ENGINE, EPA TIER 4 FINAL	518-6184	THUMB, HYD + COUPLER, HYD, 8T	628-9997
HEATER, WATER JACKET	415-2556	CAT KEY, WITH PASSCODE OPTION	522-6460	BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
SEAT, AIR SUSP, FABRIC, HEATED	510-6070	COUNTERWEIGHT, EXTRA	525-6657	BUCKET-HD, 36", 13.8 FT3, 7T	295-5954
BELT, SEAT, 3" RETRACTABLE	510-6085	SOFTWARE, PROPORTIONAL CONTROL	557-1709	BUCKET-GRADING, 47", 14.6 FT3, 7T	388-9666
ALARM, TRAVEL	511-6157	SOFTWARE, STICK STEER CONTROL	557-1710		
MONITOR NEXT GEN, ADVANCED, CR	511-6177	SOFTWARE, 2 WAY CONTROL	557-1711		
LIGHTS, LED	511-6217	SOFTWARE, CODED START	557-1713		
INTEGRATED RADIO	511-6219	PRODUCT LINK, CELLULAR PLE643	557-5123		
CAMERA, REAR VIEW	511-6235	STD BLADE, STD U/C, TG W/PAD	562-3698		
BOOM, SWING	512-2573	STICK, LONG	563-2071		

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	\$157,000.00
MODEL: _____	YEAR: _____ SN: _____	EXT WARRANTY	Included
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	SUB TOTAL	\$157,000.00
MODEL: _____	YEAR: _____ SN: _____	BALANCE DUE	\$157,000.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL: <u>lds-init1</u>	Payment Terms and Conditions: Customer will pay upon receipt of invoice.
<p>The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 24 Month or 2000 Hours, Premier</p> <p>308-60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)</p>		

CSA:
NOTES:

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacturer's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and for its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY Blackorby, Parker REPRESENTATIVE

APPROVED AND ACCEPTED ON CITY OF HIGHLAND STREETS & ALLEY DEPT PURCHASER

BY _____ SIGNATURE

TITLE _____

Joe Gillespie

From: Clint Conrad
Sent: Monday, August 07, 2023 8:45 AM
To: Joe Gillespie
Subject: New Excavator.
Attachments: Komatsu PC88MR-11 Sourcewell Quote; Quote for CX80C ; Cat Excavator quote.pdf

Joe as we discussed last week Roland has provided me a sourcewell quote for a replacement Komatsu that was also the lowest of 3 quotes for comparable excavators from local dealerships Komatsu, Case and CAT. I have attached Roland's sourcewell quote as well as the 2 alternative quotes.

Let me know if I need to type up anything else or just do a Purchase order. I will stop by later to discuss anything you need from me. Thanks. I confirmed with Roland this morning that everything is still valid and there would be no changes or price adjustments accepted or requested.

Clint R Conrad

City of Highland
C- 618-301-0763
P – 618-654-2011

Disclaimer: Please take note that any communication sent to, or received by, this account or device may be subject to disclosure pursuant to the Illinois Freedom of Information Act

8853 Petroff Drive, Caseyville, IL 62232

1/6/23

To: City of Highland
c/o Clint Conrad

Re: Case CX80C Excavator Quote

Please find the following quote for a New Case CX80C with the following features:

- Cab with A/C and Heat
- Front Dozer Blade
- 1 way/ 2way Rear Auxiliary Hydraulics
- Multi-Fit S Hydraulic Pin Grabber Quick Coupler
- 24" Heavy Duty Tooth Bucket
- Pattern Changer Valve
- Roadliner type tracks
- 7' 2" Arm
- Standard Boom
- Rear View Camera
- Hydraulic Thumb
- Case Standard Warranty

Total Purchase Price: \$125,000.00

Thank You for allowing Luby Equipment Services the opportunity to quote on your equipment needs. If you need anything further, please don't hesitate to contact me.

Regards,
Larry Sims – Territory Manager / Metro East
Cell: 618-799-1337 Office: 618-397-9971
lsims@lubyequipment.com

Missouri

Fenton
2300 Cassens Dr.
Fenton, MO 63026
636-343-9970

Cape Girardeau
199 Airport Rd.
Cape Girardeau, MO 63702
573-334-9937

O'Fallon
2999 Mexico Rd.
O'Fallon, MO 63366
636-332-9970

Illinois

Quincy
2625 North 24th St.
Quincy, IL 62305
217-222-5454

Springfield
4375 Camp Butler Rd.
Springfield, IL 62707
217-744-2233

Caseyville
8853 Petroff Dr.
Caseyville, IL 62232
618-397-9971

RESOLUTION NO. _____

**RESOLUTION WAIVING CUSTOMARY BIDDING PROCEDURES AND
AUTHORIZING THE PURCHASE OF A BOBCAT BANDIT BRUSH CHIPPER
UNDER THE SOURCEWELL PROGRAM**

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

WHEREAS, the Director of Light and Power has recommended to the City Council to waive normal and customary bidding procedures and award the purchase of a new Bobcat Bandit Brush Chipper to Bobcat of St. Louis for \$43,000.00 under the Sourcewell program ("Bobcat Agreement") (*See Exhibit A*); and

WHEREAS, the Director of Light and Power has informed the City Council that the new chipper will be a replacement for the existing 2012 Altec Chipper which has become a maintenance issue, and replacement parts are becoming difficult to procure due to the age of the 2012 Altec Chipper (*See Exhibit A*); and

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

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

WHEREAS, City has determined it to be appropriate to waive the customary bidding procedures and purchase the Bobcat Bandit Brush Chipper under the Sourcewell Program according to the Bobcat Agreement (*See Exhibit A*); and

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

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2.* The Bobcat Agreement for purchase of the Bobcat Bandit Brush Chipper under the Sourcewell Program (*See Exhibit A*) is approved.

Section 3. The City Manager and/or Mayor is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to enter the Bobcat Agreement (*See Exhibit A*).

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

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



Sales Agreement

Quotation Number: 157340

Date: 2023-08-14 11:51:46

Ship to	Bobcat Dealer	Bill To
CITY OF HIGHLAND Attn: Mike Hollenkamp 2610 PLAZA DRIVE HIGHLAND, IL 62248 Phone: (618) 654-7511 Fax: (618) 654-1695	Bobcat of St. Louis, Fairview Heights, IL 9801 WEST STATE ROUTE 161 FAIRVIEW HEIGHTS IL 62208- 1614 Phone: (618) 397-1847 Fax: (618) 397-2382 ----- Contact: Tim Mueller Phone: (618) 397-1847 Fax: (618) 397-2382 Cellular: 618-779-6562 E Mail: tmueller@bobcatofstl.com	CITY OF HIGHLAND Attn: Mike Hollenkamp 2610 PLAZA DRIVE HIGHLAND, IL 62248 Phone: (618) 654-7511 Fax: (618) 654-1695

Description	Part No	Qty	Price Ea.	Total
NEW BANDITINTIMIDATOR 12XP PER QUOTE 157340		1	\$51,087.50	\$51,087.50
Total of Items Quoted				\$51,087.50
Discount	SOURCEWELL / GOVERMENT CONTRACT REBATE FOR IN STOCK UNIT			(\$8,087.50)
Quote Total - US dollars				\$43,000.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Bobcat of St. Louis
 401 West Outer Road
 Valley Park, MO 63088
 USA
 636-225-2900 (Phone)
 636-225-4344 (Fax)
 www.bobcatstl.com

QUOTATION

Quotation #: 157340	Quote Created: 06/09/23 10:00 am by Bobcat of St. Louis	Last Updated: 06/09/23 10:10 am by Bobcat of St. Louis	Salesperson: Tim Mueller
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CUSTOMER:

Highland Electric Department
 2610 Plaza Dr
 Highland, IL 62249
 USA
 6186547511 (Phone)
 Mike Hollenkamp (Contact)
hollywood1976@gmail.com

BILL TO:

Bobcat of St Louis
 401 West Outer Rd
 Valley Park, MO 63088
 USA
 636-225-2900 (Phone)
 636-225-4344 (Fax)
 Jerry Mueller (Contact)
jmueller@bobcatofstl.com

SHIP TO:

Bobcat of St Louis
 401 West Outer Rd
 Valley Park, MO 63088
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 636-225-2900 (Phone)
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 Jerry Mueller (Contact)
jmueller@bobcatofstl.com

INTIMIDATOR 12XP (12" DRUM STYLE)

Qty	Part #:	Description:	Base Price:
1	MODEL-12XP	Intimidator 12XP - (12" Drum Style)	\$ 33515.00

STANDARD EQUIPMENT

- 1 STANDARD Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)
- 1 STANDARD 24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives
- 1 STANDARD "Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
- 1 STANDARD "Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
- 1 STANDARD 25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
- 1 STANDARD 12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
- 1 STANDARD Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.
- 1 STANDARD Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
- 1 STANDARD Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
- 1 STANDARD 360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
- 1 STANDARD Clean out and inspection door on discharge bottom
- 1 STANDARD 29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
- 1 STANDARD (2) Last chance safety pull cables
- 1 STANDARD Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
- 1 STANDARD Wooden pusher tool with mount on infeed hopper
- 1 STANDARD 3/16" x 2" x 4" rectangular tubing with a 1/4" x 3" x 6" tubular tongue
- 1 STANDARD Frame / Fender supports

- 1 **STANDARD** 5/16" (G70) safety chains with spring loaded latch hooks
- 1 **STANDARD** 8,000 pound capacity tongue jack with 15" of travel and foot pad
- 1 **STANDARD** 12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
- 1 **STANDARD** Banded chipper drive belts (adjustable via a sliding engine system)
- 1 **STANDARD** Pressure check kit - Gauge is NOT included
- 1 **STANDARD** Weather resistant manual container
- 1 **STANDARD** Engine disable plug for hood locking pin-preventing engine from operating without pin in place
- 1 **STANDARD** (1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
- 1 **STANDARD** Spanish & English combination safety decals

OPTIONS

Qty	Part #:	Description:	Option Price:	Extended:
1	OPTION-905-5002-03	Special Imron Industrial Paint (please specify paint color and number) - 12XP Specified: QH-1662	\$ 675.00	\$ 675.00
1	990-RC1632-204	Ford MSG-425, 2.5L, 84 horsepower gas engine without clutch (Includes sucker fan and spark arrestor muffler)	\$ 12685.00	\$ 12685.00
1	905-6000-41	Murphy PV485 panel with reversing auto feed for Ford 84 horsepower gas engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with lockable steel cover	\$ 2150.00	\$ 2150.00
1	700-1000-34	NACD Spring Loaded Clutch for Ford 84 hp gas engine	\$ 1175.00	\$ 1175.00
1	990-1017-54	Standard frame and drive system included in base price	\$ 0.00	\$ 0.00
1	990-100447	Single 7,000 pound Torflex EZ lube electric brake axle	\$ 0.00	\$ 0.00
1	990-1017-29	(2) ST235/80R 16" tires mounted on 8-bolt white spoke rims (Tire is approximately 9.43" wide, tire capacity is 3,520 pounds each) (7,000 pound axles only)	\$ 0.00	\$ 0.00
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00

CUSTOMER TOTALS

Total Unit Price:	\$ 50200.00
Dealer Preparation/Delivery:	\$ 387.50
Freight/Shipping:	\$ 500.00
Customer Total:	\$ 51087.50

DEALER TOTALS

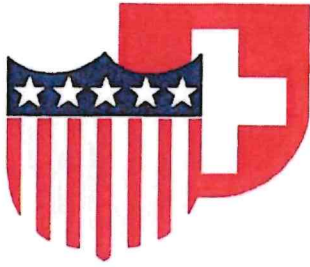
SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature _____

Date _____



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: August 14, 2023
Subject: Issuance of Purchase Order to Bobcat of St. Louis for brush chipper

RECOMMENDATION

I recommend that you seek council approval to waive usual and customary bidding procedures and issue a purchase order to Bobcat of St. Louis in the amount of \$43,000.00 for a Bandit Brush Chipper as detailed in the attached quotation. This purchase falls under the Sourcewell Pricing Program which provides access to purchases through pre-negotiated government pricing.

DISCUSSION

This new chipper will be a replacement for existing 2012 Altec Chipper. The chipper has been well used every day and has become a maintenance issue. Altec is no longer making chippers, therefore the availability of replacement parts is limited. Since we only have one chipper, if this breaks down we will be unable to continue tree operations while facilitating repairs.

FISCAL IMPACT


We have an allocated budget of \$43,000.00 for this chipper this fiscal year. If approved it will be invoiced to GL#101-104-5-530-00.

CONCURRENCE

Recommended by:


Daniel Cook, Director of Light & Power

Approved by:


Chris Conrad, City Manager

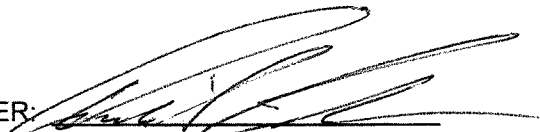
**CITY OF HIGHLAND
BID TABULATION SHEET**

BID OPENING:

Date: August 8, 2023
 Time: 10:00 a.m.
 Place: Public Safety Building

BID #: E-03-23
 Item/Project Description: Purchase of
25 Tripsavers

	Graybar Jefferson City, MO	Anixter, Inc. Mattoon, IL				
Item / Proposal Description						
25 Tripsavers	\$99,154.75	\$99,950.00				

BID OPENER: 
 Dan Cook

BID RECORDER: 
 Lana Hediger



235 JAYCEE DR
 JEFFERSON CITY MO 65109-1100
 Phone: 573681
 Fax: 573636

To: CITY OF HIGHLAND
 1115 BROADWAY
 HIGHLAND IL 62249
 Attn: Lora Tebbe
 Phone: 618-654-9891
 Fax: 618-654-1901
 Email:

Date: 07/20/2023
 Proj Name: HIGHLAND
 GB Quote #: 0243902442
 Release Nbr:
 Purchase Order Nbr: QUOTE
 Additional Ref#
 Valid From: 07/20/2023
 Valid To: 08/19/2023
 Contact: Kevin Schnieders
 Email: kevin.schnieders@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		25 EA	S&C ELECTRIC	990211-P		\$3,966.19	1	\$99,154.75
Ship From:		Drop Ship-Factory						

Total in USD (Tax not included): \$99,154.75

F O B: F/A
Delivery: 10-12 WEEKS

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF HIGHLAND
1115 BROADWAY
HIGHLAND IL 62249
Attn: Lora Tebbe

Date: 07/20/2023
Proj Name: HIGHLAND
GB Quote #: 0243902442

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____



This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

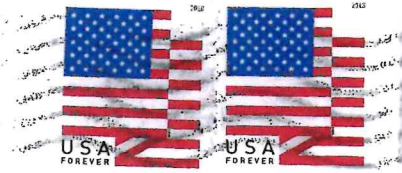
24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

GraybaR®

235 JAYCEE DRIVE
JEFFERSON CITY MO 65109

FRID-NICCOLINI ABNF
MO 652
21 JUL 2023 PM 3 L



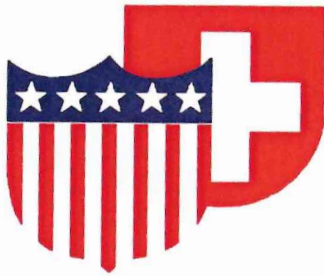
City of Highland
12990 Troxler
Highland, IL 62249

RECEIVED
JUL 24 2023
BY: YK 3:55 PM

Sealed Bid E-03-23
purchase of 25 Tripsawms
August 8, 2023
10:00 A.M.
with Dan Cook

6224931013





City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Electric
Date: August 14, 2023
Subject: Award Bid for the Purchase of 25 Tripsavers, E-03-23

RECOMMENDATION

Since Graybar was the low bidder as can be seen on the attached Bid Tabulation Sheet, I recommend that you seek council approval to issue a purchase order to Graybar for the purchase of 25 Tripsavers in the amount of \$99,154.75.

DISCUSSION

We had \$100,000.00 allocated in the current approved budget year to purchase these devices.

FISCAL IMPACT

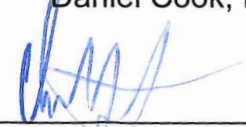
This item will be paid for under GL# 101-104-5-530-00.

CONCURRENCE

Recommended by: _____


Daniel Cook, Director of Electric

Approved by: _____


Chris Conrad, City Manager



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
13628	AMAZON CAPITAL SERVICES	TAB FILE FOLDER,NAPKINS, OIL LEVEL GAUGE, ELBOW FITTING, POST IT	08/11/2023	142.65
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	5.00
Total for Department: 000 Balance Sheet Accounts				147.65
Department: 011 General Admin				
13628	AMAZON CAPITAL SERVICES	1 QTY SURFACE PRO CHARGER	08/11/2023	101.21
13631	AssuredPartners Cornerstone LLC	JUNE MONTHLY FSA PLAN ADMINISTRATION	08/11/2023	175.50
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	252.42
13651	DE LAGE LANDEN FINANCIAL SERVICE	COPIER USAGE/LEASE CITY HALL BACK OFFICE	08/11/2023	280.01
13668	Highland Chamber Of Commerce	\$10 CHAMBER GIFT CERTIFICATES EMPLOYEE APPRECIATION PICNIC	08/11/2023	140.00
13669	Highland Communication Services	HCS SERVICES - HACSM	08/11/2023	659.87
13675	LEWIS BRISBOIS BISGAARD & SMITH	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	08/11/2023	5,076.67
13680	LOYET-ARCHITECTS	CITY OF HIGHLAND CITY HALL REVISIONS JOB #2246	08/11/2023	3,194.40
13723	WALZ LABEL AND MAILING	INK FOR POSTAGE MACHINE	08/11/2023	207.15
13725	Watts Copy Systems Inc	COPIER USAGE/LEASE LANAS COPIER	08/11/2023	38.03
13726	WEX BANK	JULY FUEL	08/11/2023	255.71
13744	Highland Chamber Of Commerce	CHAMBER BOARD MEMBERS LUNCHE 2023-2024 C CONRAD	08/15/2023	110.00
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	435.65
Total for Department: 011 General Admin				10,906.62
Department: 012 Police Dept				
13628	AMAZON CAPITAL SERVICES	CREDIT MEMO INV # 1P17-YJND-97D1	08/11/2023	654.13
13633	AXON ENTERPRISE, INC	REDACTION ASSISTANT USER LICENSE QTY 28	08/11/2023	3,492.00
13644	CDW G Inc	2 QTY DELL 7010 I7-13700 512/32 W11P	08/11/2023	19,853.96
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	311.30
13648	COMPUSTITCH SCREEN PRINTING AI	1 QTY DAMIAN FEENEY DIGITIZING FEE	08/11/2023	107.00
13669	Highland Communication Services	HCS SERVICES - PD	08/11/2023	656.95
13670	Huels Oil Co	DHS-PREM-OFF-ROAD DIESEL	08/11/2023	68.57
13681	MADISON COUNTY INFORMATION TI	LEADS LEASE FROM MADISON CO	08/11/2023	24.28
13690	Motorola Solutions, Inc	IN CAR VIDEO EVIDENCE SYSTEM OCT 22-OCT 23	08/11/2023	1,780.00
13703	Quench USA, Inc	1 QTY BLU-V-R 07/16/23-10/15/23	08/11/2023	165.00
13716	TRANSUNION RISK AND ALTERNATT	TLO CHECKS FOR INVESTIGATIONS	08/11/2023	90.80
13726	WEX BANK	JULY FUEL	08/11/2023	4,480.40
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	1,163.16
Total for Department: 012 Police Dept				32,847.55
Department: 013 Building & Zoning				
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	67.11
13652	DigitalArtz LLC	1 QTY B&Z CITY SHIELD, 3 QTY DA-PVC 3MM WHITE, LAYOUT	08/11/2023	88.74
13669	Highland Communication Services	HCS SERVICES - B&Z	08/11/2023	168.75
13675	LEWIS BRISBOIS BISGAARD & SMITH	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	08/11/2023	5,076.67
13679	Craig Loyet	FINAL PLUMBING	08/11/2023	1,971.50
13709	Timothy Singler	FINAL PLUMBING & PLUMBING ROUGH-IN	08/11/2023	2,079.50
13710	SUMNER ONE, INC	COLOR OVERAGES	08/11/2023	118.34
13726	WEX BANK	JULY FUEL	08/11/2023	51.38
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	159.02
Total for Department: 013 Building & Zoning				9,781.01
Department: 014 Fire Dept				
13625	Albers Fire Prot. Equipment Inc.	10#CO2 RECHARGE FIRE EXTINGUISHER	08/11/2023	125.00
13628	AMAZON CAPITAL SERVICES	1 QTY 5 POINT BREAKWAY HIGH VISIBILITY YELLOW FIRE FIGHTER VEST	08/11/2023	45.24
13670	Huels Oil Co	DHS-PREM-OFF-ROAD DIESEL	08/11/2023	510.87
13692	MUNICIPAL EMERGENCY SERVICES,	2- POLO SILVER,5-EMBROIDER,2-POLO NAVY,1-POLO WHITE,1-APEX PANT	08/11/2023	337.00
13708	Jeff & Jill Schweind	Z SPENGLER& B STRAUB- PANTS CLEANING FROM GREYHOUND BUS INCIDENT	08/11/2023	30.00
13726	WEX BANK	JULY FUEL	08/11/2023	254.07
13728	Zoll Data Systems Inc	ZOLL FIRE REPORTS INVENTORY MODULE (PER PCR)	08/11/2023	57.09
13743	Constellation NewEnergy Gas Division, LL	GAS SERVICE	08/15/2023	1.38
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	272.05
Total for Department: 014 Fire Dept				1,632.70
Department: 017 Streets / PW Admin				
13632	Aviston Lumber Company	Red Chalk	08/11/2023	99.45
13641	Broadway Battery & Tire	Patch Tire - 250 Patch - Hot Box	08/11/2023	17.50
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	121.95
13649	Cooperative Response Center, Inc	BASE FEE JULY.CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	08/11/2023	121.75
13653	Dr. Wood Trees & Landscape	3 HRS TREE WORK REMOVING STORM DAMAGE LIMBS HOUSE ON OLIVE	08/11/2023	2,225.00
13654	EJ EQUIPMENT, INC	Jetter Trailer - Repairs, Parts & Labor	08/11/2023	1,539.29
13669	Highland Communication Services	HCS SERVICES - S&A	08/11/2023	28.00
13670	Huels Oil Co	JULY DIESEL FUEL	08/11/2023	2,252.44
13675	LEWIS BRISBOIS BISGAARD & SMITH	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	08/11/2023	5,076.66
13698	O'Reilly Automotive Inc	1 QTY CORE RETURN, 1 QTY CORE RETURN	08/11/2023	-44.00
13705	Red E Mix LLC	Flowable backfill 2 cy, \$129 p/cy, small load chg.	08/11/2023	383.00
13726	WEX BANK	JULY FUEL	08/11/2023	342.38
13742	City Petty Cash	JOE GILLESPIE - 2023 APWA IL CHAPTER MEETING LUNCHEON 08/09/23	08/15/2023	25.00
13743	Constellation NewEnergy Gas Division, LL	GAS SERVICE	08/15/2023	3.03
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	243.36
Total for Department: 017 Streets / PW Admin				12,434.81
Total for Fund 001 General Fund				67,750.34
Fund: 007 Community Development Fund				
Department: 007 Community Development				
13742	City Petty Cash	IDC MEETING - JIMMY JOHNS TIP 06/07/23	08/15/2023	39.00
13744	Highland Chamber Of Commerce	CHAMBER BOARD MEMBERS LUNCHE 2023-2024 M HUBBARD	08/15/2023	110.00
13747	Verzon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	50.99
Total for Department: 007 Community Development				199.99
Total for Fund:007 Community Development Fund				199.99
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
13645	Christ Bros Inc	HMA - N50	08/11/2023	1,080.75
13686	Mike A Maedge Trucking Inc	CM7 -91.4 Tons, \$17.70 p/t	08/11/2023	2,209.01

13705	Red E Mix LLC	7 bag - 20 cy, \$154 p/cy. Super P	08/11/2023	9,560.00
			Total for Department: 008 Motor Fuel Tax	12,849.76
			Total for Fund:008 Motor Fuel Tax Fund	12,849.76
Fund: 009 Parks & Rec Fund				
Department: 009 Kortie Rec Center				
ACH	IL Department Of Revenue	JULY SALES TAX	08/15/2023	72.00
13626	All American Sportswear	KRC work shirts	08/11/2023	1,159.50
13642	BUILDINGSTARS INC	Monthly cleaning service payment	08/11/2023	2,913.00
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	713.04
13671	Illinois Electric Inc	Lazy river pump maint	08/11/2023	613.50
13699	Pepsi	KRC concessions supplies	08/11/2023	1,148.06
13703	Quench USA, Inc	Water bottle refill station monthly bill	08/11/2023	55.00
13706	Erin Sapienza	Refund for remainder of membership. Moving away	08/11/2023	263.55
13714	The Lifeguard Store	Lifeguard uniforms	08/11/2023	1,223.00
13743	Constellation NewEnergy Gas Division, LL	GAS SERVICE	08/15/2023	175.45
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	55.99
			Total for Department: 009 Kortie Rec Center	8,392.09
Department: 016 Parks & Recreation				
ACH	IL Department Of Revenue	JULY SALES TAX	08/15/2023	105.00
13628	AMAZON CAPITAL SERVICES	6 QTY PUGG 6 FT POP UP SOCCER GOAL.6 QTY 50 PCS ORANGE MARK DISK	08/11/2023	767.64
13629	Ameren Illinois	Evergreen ct site	08/11/2023	61.23
13638	Carlos Beloya	August 24th performance. The rest of his payment.	08/11/2023	1,050.00
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	674.03
13652	DigitalArztz LLC	Dog park leash sign	08/11/2023	242.95
13655	Essenpreis Plumbing & Htg	Leak on bottom of cover of the fountain	08/11/2023	332.80
13660	Marilyn Frey	Refund for Josephine's YAH trip	08/11/2023	78.00
13661	St. Clair Service Company FS Turf Solution	Parks turf supplies	08/11/2023	748.75
13663	GRAND ALLUSION LLC	September 21 performance. Rest of payment	08/11/2023	1,650.00
13668	Highland Chamber Of Commerce	October 26th Lunch and Learn event HILLARY AND LAURA	08/11/2023	40.00
13670	Huels Oil Co	JULY DIESEL FUEL	08/11/2023	1,008.70
13678	LOU FUSZ FORD OF HIGHLAND COM	2016 Ford Repair	08/11/2023	62.76
13683	McKay Auto Parts Inc	Wiper blades for Jeep	08/11/2023	14.98
13689	Lavel Moore	Payment for August 10th performance	08/11/2023	600.00
13691	MTI Distributing, Inc	Maint supplies for lawn equipment	08/11/2023	146.69
13693	Munc Outdoor Service Inc	Pipe repair at Wirz	08/11/2023	411.76
13696	Northtown Auto & Tractor	Skid steer repair parts	08/11/2023	100.01
13698	O'Reilly Automotive Inc	Wheel simulators for Ram 5500	08/11/2023	687.93
13700	Pioneer Manufacturing Company	Field paint	08/11/2023	455.22
13711	Switzer Food and Supplies	Glik park concessions supplies	08/11/2023	288.61
13713	The 442s	September 14th performance	08/11/2023	3,300.00
13726	WEX BANK	JULY FUEL	08/11/2023	3,238.72
13733	Productivity Plus Account	MIDWEST TRACTOR - REPLACEMENT HOSE/FITTING FOR SKID STEER	08/11/2023	171.53
13743	Constellation NewEnergy Gas Division, LL	GAS SERVICE	08/15/2023	1.65
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	346.18
			Total for Department: 016 Parks & Recreation	16,585.14
Department: 503 Swimming Pool Fund				
ACH	IL Department Of Revenue	JULY SALES TAX	08/15/2023	293.00
13628	AMAZON CAPITAL SERVICES	1 QTY AMANO DIGITAL TIME CLOCK/DATE STAMP	08/11/2023	229.44
13632	Aviston Lumber Company	Acrylic latex	08/11/2023	45.48
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	230.87
13699	Pepsi	HCP concessions supplies	08/11/2023	712.87
			Total for Department: 503 Swimming Pool Fund	1,511.66
Department: 715 Cemetery Fund				
13641	Broadway Battery & Tire	Work on the cemetery truck	08/11/2023	880.27
13661	St. Clair Service Company FS Turf Solution	Cemetery turf supplies	08/11/2023	462.50
13667	Hediger's Backhoe Inc	Pump tank at cemetery	08/11/2023	200.00
13696	Northtown Auto & Tractor	Battery terminal for cemetery	08/11/2023	3.08
13697	Nu Way Concrete Forms Troy LLC	Cemetery road repair supplies	08/11/2023	599.00
13704	R P Lumber Co Inc	cemetery concrete forms	08/11/2023	67.03
13705	Red E Mix LLC	Cemetery road supplies	08/11/2023	6,830.00
13727	Woodcrest Small Engine	wedge for cemetery	08/11/2023	59.96
			Total for Department: 715 Cemetery Fund	9,101.84
			Total for Fund:009 Parks & Rec Fund	35,590.73
Fund: 015 American Rescue Plan Act Funds				
Department: 015 Foreign Fire Insurance				
13715	TIMES TRIBUNE	Legal Ad 6/22/23: NOML PW14-17 Old Reservoir Spillway	08/11/2023	45.60
			Total for Department: 015 Foreign Fire Insurance	45.60
			Total for Fund:015 American Rescue Plan Act Funds	45.60
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
ACH	SPRINGBROOK SOFTWARE LLC	ACH SERVICES FOR JULY 2023	08/16/2023	931.76
			Total for Department: 000 Balance Sheet Accounts	931.76
Department: 101 Electric Admin				
ACH	IL Dept Of Revenue	JULY UTILITY TAX	08/15/2023	18,329.09
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	12.19
13649	Cooperative Response Center, Inc	BASE FEE JULY.CRC AGENT.DIAL OUT.CRC LINK USER LICENSE	08/11/2023	1,704.47
13675	LEWIS BRISBOIS BISGAARD & SMITH	LABOR AND EMPLOYMENT FILE NO: 15386-2	08/11/2023	57.38
13710	SUMNER ONE, INC	COLOR OVERAGES	08/11/2023	118.34
13715	TIMES TRIBUNE	LEGAL-PURCHASE OF 25 TRIPSAVERS NOML E-03-23	08/11/2023	20.80
13717	Transworld Systems Inc	JUNE COLLECTION AGENCY DUES	08/11/2023	12.49
13726	WEX BANK	JULY FUEL	08/11/2023	116.38
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	201.34
			Total for Department: 101 Electric Admin	20,372.48
Department: 102 Electric Production				
13628	AMAZON CAPITAL SERVICES	1 QTY BLACK INK CARTIDGE	08/11/2023	45.89
13670	Huels Oil Co	DHS-PREM-OFF-ROAD DIESEL	08/11/2023	54.07
13672	Illinois Municipal Utilities Association	MAY SAFETY TRAINING	08/11/2023	450.00
13704	R P Lumber Co Inc	2X10X12	08/11/2023	18.84
13719	TURF GATOR LLC	Lawn Round D	08/11/2023	109.00
13726	WEX BANK	JULY FUEL	08/11/2023	848.90
			Total for Department: 102 Electric Production	1,526.70
Department: 104 Electric Distribution				

13625	Albers Fire Prot. Equipment Inc	VALVE STEM	08/11/2023	131.75
13627	Altec Industries Inc	PM AND DIELECTRIC INSPECTION TRUCK 58	08/11/2023	9,957.81
13628	AMAZON CAPITAL SERVICES	1 QTY HARD CARRYING CASE	08/11/2023	15.95
13629	Ameren Illinois	EVERGREEN CT ST LITE	08/11/2023	425.20
13630	ANXTER, INC.	J6866 Bolt Type Transformer Cluster Mount	08/11/2023	2,252.00
13659	Fletcher Reinhardt Company	UL4P-250-2/0 Ulliseo Connector 250- 2/0	08/11/2023	816.00
13670	Huels Oil Co	JULY DIESEL FUEL	08/11/2023	2,286.44
13672	Illinois Municipal Utilities Association	MAY SAFETY TRAINING	08/11/2023	450.00
13673	JANSEN CHEVROLET	TRUCK 22 SAFETY INSPECTION	08/11/2023	41.00
13698	O'Reilly Automotive Inc	1 QTY 1 GAL. ANTIFREZ	08/11/2023	19.99
13701	PLUMBERS SUPPLY #215	M18 RedLi Hi Output HD12 Battery Pack	08/11/2023	1,496.00
13702	Power Line Supply	15 KVA Pole Mount Transformer	08/11/2023	4,620.45
13718	Truck Centers Inc	24 CB FBGLS ANTENN	08/11/2023	10.91
13726	WEX BANK	JULY FUEL	08/11/2023	473.94
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	237.20

Total for Department: 104 Electric Distribution 23,234.64

Total for Fund 101 Electric Fund 46,265.58

Fund: 111 FTTP Fund

Department: 000

13636	KIMBERLY BARTH	HCS REFUND	08/11/2023	1.16
13657	ALICIA FARRIS	HCS REFUND	08/11/2023	9.56
13662	TIM GOULD	HCS REFUND	08/11/2023	19.58
13682	LAURIE MANWARING	HCS REFUND	08/11/2023	56.98
13687	SHANA MINER	HCS REFUND	08/11/2023	50.83
13695	BA NGUYEN	HCS REFUND	08/11/2023	8.54
13730	OREG ZYKAN	HCS REFUND	08/11/2023	51.73

Total for Department: 000 198.38

Department: 111

ACH	IL Department Of Revenue	JULY SALES TAX	08/15/2023	18.00
ACH	ILLINOIS DEPT OF REVENUE	JULY RT-2 TELECOMMUNICATIONS TAX RETURN	08/15/2023	2,814.27
ACH	RELIAFUND	HCS- ACH PROCESSING FEE FOR JULY 2023	08/15/2023	187.20
ACH	USAC BILLING & DISBURSEMENT	SUPPORT MECHANISM CHARGES	08/15/2023	2,215.71
13623	4COM Inc	AUGUST 2023 PROGRAMMING	08/11/2023	54,144.15
13625	Albers Fire Prot. Equipment Inc	INSPECTED & TAGGED FIRE EXTINGUISHER	08/11/2023	44.00
13628	AMAZON CAPITAL SERVICES	1 QTY POWER ADAPTER, WIRELESS HANDSET	08/11/2023	732.41
13634	BALLY SPORTS ST. LOUIS	JULY VIDEO FEE	08/11/2023	9,399.18
13643	CALIX INC	4 year warranty	08/11/2023	15,947.12
13644	CDW G Inc	CREDIT 3 QTY CISCO CBS250 SMART 24-PORT GE POE,RESTOCKING CHARGE	08/11/2023	-521.32
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	73.06
13647	CLARITY BUSINESSES	MONTHLY CLEANING - JULY 2023	08/11/2023	220.00
13649	Cooperative Response Center, Inc	BASE FEE JULY CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	08/11/2023	365.24
13664	GRAY MEDIA GROUP LLC	JUNE SUBSCRIBERS KMOV-D3	08/11/2023	10,621.48
13665	Graybar	MST 4-PORT DIEL 300FT MST-04MH00-A0300U	08/11/2023	1,529.59
13666	GREAT LAKES DATA SYSTEMS	SMS OUTBOUND MESSAGING FEES	08/11/2023	150.00
13670	Huels Oil Co	JULY DIESEL FUEL	08/11/2023	798.18
13674	Kalmer Landscape Supply	TOPSOIL HCS	08/11/2023	76.32
13675	LEWIS BRISBOIS BISGAARD & SMITH	LABOR AND EMPLOYMENT FILE NO: 15386-2	08/11/2023	82.88
13677	LOGICOMUSA	ANNUAL REGISTERED AGENT FEE FOR USAC 499	08/11/2023	1,400.00
13688	Missouri Network Alliance LLC	VIDEO CONTENT FEE	08/11/2023	19,348.07
13694	NEXSTAR BROADCASTING, INC	JUNE VIDEO CONTENT FEE - CN-BASIC	08/11/2023	8,900.30
13726	WEX BANK	JULY FUEL	08/11/2023	151.52
13731	CLARITY BUSINESSES	MONTHLY CLEANING - AUGUST 2023	08/11/2023	110.00
13732	MOMENTUM TELECOM, INC	JULY VOICE CONTENT FEE #325794	08/11/2023	29,557.35
13741	BALLY SPORTS ST. LOUIS	MAY VIDEO FEE	08/15/2023	9,593.78
13743	Constellation NewEnergy Gas Division, LL	GAS SERVICE	08/15/2023	1.10
13744	Highland Chamber Of Commerce	BUSINESS PARTNER EMPLOYESS MEMBERSHIP DUES	08/15/2023	277.00
13746	SUMNER ONE, INC	COPIER LEASE/USAGE	08/15/2023	187.37
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	275.66

Total for Department: 111 168,699.62

Total for Fund:111 FTTP Fund 168,898.00

Fund: 201 Water Fund

Department: 201 Water Admin

13649	Cooperative Response Center, Inc	BASE FEE JULY CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	08/11/2023	121.75
13669	Highland Communication Services	HCS SERVICES - PW	08/11/2023	225.00
13675	LEWIS BRISBOIS BISGAARD & SMITH	LABOR AND EMPLOYMENT FILE NO: 15386-2	08/11/2023	31.87
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	50.99

Total for Department: 201 Water Admin 429.61

Department: 202 Water Production

13637	Batteries Plus	Credit invoice from 11/17/22 on account	08/11/2023	1,644.74
13640	Brenntag Mid South Inc	Sodium Hydroxide	08/11/2023	7,015.00
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	101.92
13669	Highland Communication Services	HCS SERVICES - WATER TREATMENT PLANT	08/11/2023	119.66
13676	L.I. ROCK ELECTRICAL CONSTRUCTI	Troubleshoot gate opener	08/11/2023	250.00
13704	R P Lumber Co Inc	Knock Out Seal,	08/11/2023	5.38
13712	Teklab Inc	Fluoride, Org. Carbon, BNaNs, Haloacetic Acids & Dalapon	08/11/2023	1,300.40
13721	USA Blue Book	Supplies - WTP	08/11/2023	1,162.97
13722	USALCO	DelPac 2950	08/11/2023	16,512.60
13724	Water Solutions Unlimited	Ammon. Sulf., Pot Perm-DR55, WSU 110-T300	08/11/2023	13,165.10
13726	WEX BANK	JULY FUEL	08/11/2023	162.94
13742	City Petty Cash	POSTAGE TO MAIL BILL FOR WTP	08/15/2023	70.20
13743	Constellation NewEnergy Gas Division, LL	GAS SERVICE	08/15/2023	4.40
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	134.84

Total for Department: 202 Water Production 41,650.15

Department: 203 Water Distribution

13632	Aviston Lumber Company	2x12 - 10 #1 SYP, Wht.Paint Spray	08/11/2023	28.84
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	236.99
13650	Cygan-Delancy Catering	RETIREMENT PARTY FOR MARTY RINDERER	08/11/2023	673.70
13656	Everlasting Etch	Retirement plaque - Marty Rinderer	08/11/2023	29.00
13658	Fehrmann Garage Doors Inc	12" -Universal Bottom Seal - for 4/24/23 Invoice	08/11/2023	862.50
13669	Highland Communication Services	HCS SERVICES - W&S	08/11/2023	2.00
13670	Huels Oil Co	DHS-PREM-OFF-ROAD DIESEL	08/11/2023	669.33
13684	Midwest Meter Inc.	M-25 Gal HIRE- LCD Iron, 3/4"x 7 1/2" M-35 Meter Base	08/11/2023	17,134.00
13685	Midwest Municipal Supply Inc	6" Hymax Coupling	08/11/2023	936.50
13696	Northtown Auto & Tractor	Oil Dry	08/11/2023	48.79
13707	Schulte Supply Inc	4"x30" Repair Clamp	08/11/2023	554.27
13712	Teklab Inc	Coliform - Total Membrane Filter	08/11/2023	341.70
13718	Truck Centers Inc	2023 FREIGHTLINER M2106 VEH# 1FVHCYFE4PHUN8863	08/11/2023	65,973.50
13726	WEX BANK	JULY FUEL	08/11/2023	744.38
13742	City Petty Cash	CASEYS - JEFF VOSS - WATER MAIN BREAK - DINNER FOR WORKER	08/15/2023	33.98
13747	Verizon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	144.10

Total for Department: 203 Water Distribution 88,413.58

Total for Fund:201 Water Fund 130,493.34

Fund: 301 Sewer Fund

Department: 301 Sewer Admin

13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	65.81
13649	Cooperative Response Center, Inc	BASE FEE JULY CRC AGENT,CRC AGENT DIAL OUT CRC LINK USER LICENSE	08/11/2023	121.75
13675	LEWIS BRISBOIS BISGAARD & SMITH	LABOR AND EMPLOYMENT FILE NO: 15386-2	08/11/2023	31.87
Total for Department: 301 Sewer Admin				219.43

Department: 303 Sewer Collection

13632	Avstton Lumber Company	2x12 -10 #1 SYP, Whit.Paint Spray	08/11/2023	28.84
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	237.00
13650	Cygan-Delaney Catering	RETIREMENT PARTY FOR MARTY RINDERER	08/11/2023	673.70
13656	Everlasting Eich	Retirement plaque - Marty Rinderer	08/11/2023	29.00
13658	Fehrmann Garage Doors Inc	12" Universal Bottom Seal - for 4/24/23 Invoice	08/11/2023	862.50
13669	Highland Communication Services	HCS SERVICES - W&S	08/11/2023	2.00
13670	Huels Oil Co	DHS-PREM-OFF-ROAD DIESEL	08/11/2023	669.34
13685	Midwest Municipal Supply Inc	8" Fernco PVC , 8x4" SDR-26Tee Wye GxG, 6" & 4"Sewer Lid	08/11/2023	707.30
13696	Northtown Auto & Tractor	Spark Plug	08/11/2023	48.80
13718	Truck Centers Inc	2023 FREIGHTLINER M2106 VEH#1FVHCYFE4PHUN8863	08/11/2023	65,973.50
13747	Venzon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	29.90
Total for Department: 303 Sewer Collection				69,261.88

Department: 304 Water Reclamation Facility

13639	Bluff Equipment Inc	Carbon causter- Skag Mower	08/11/2023	105.59
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	74.20
13669	Highland Communication Services	HCS SERVICES - WATER RECLAMATION FACILITY	08/11/2023	149.99
13712	Teklab Inc	HWRF - Monthly Sampling- July	08/11/2023	134.60
13721	USA Blue Book	Buffer Pack, (OR) Hach Nitrate TNT, Hach Nitrate TNT	08/11/2023	362.95
13726	WEX BANK	JULY FUEL	08/11/2023	231.06
13747	Venzon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	123.01
Total for Department: 304 Water Reclamation Facility				1,181.40
Total for Fund:301 Sewer Fund				70,662.71

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

13624	Airgas USA,LLC	OXYGEN	08/11/2023	473.99
13635	BARNETT PEST SOLUTIONS	MONTHLY COMMERCIAL PEST CONTROL	08/11/2023	50.00
13646	City Of Highland	JULY CENTRAL PURCHASING	08/11/2023	144.72
13670	Huels Oil Co	JULY DIESEL FUEL	08/11/2023	1,885.12
13675	LEWIS BRISBOIS BISGAARD & SMITH	LABOR AND EMPLOYMENT FILE NO: 15386-2	08/11/2023	51.00
13692	MUNICIPAL EMERGENCY SERVICES, 1 QTY COMPANY 3.0 BOOT BLACK		08/11/2023	224.00
13720	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	08/11/2023	185.15
13726	WEX BANK	JULY FUEL	08/11/2023	1,041.90
13729	Zumwalt Corporation	FURNISH ONLY ONE 811LMX REMOTE TRANSMITTER	08/11/2023	48.95
13747	Venzon Wireless - State	VERIZON WIRELESS CHARGES	08/15/2023	511.86
Total for Department: 401 Ambulance Fund				4,616.69
Total for Fund:401 Ambulance Fund				4,616.69

Fund: 702 Police Pension Fund

Department: 702 Police Pension Fd

13745	DENNIS ORSEY	QUARTERLY RETAINER JULY 2023 - OCTOBER 2023	08/15/2023	1,800.00
Total for Department: 702 Police Pension Fd				1,800.00
Total for Fund:702 Police Pension Fund				1,800.00

Grand Total 539,172.74

Accepted by City Council August 21, 2023

Mavor _____ Clerk: