

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
HIGHLAND AREA SENIOR CENTER
187 WOODCREST DRIVE
MONDAY, OCTOBER 2, 2023
6:30 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 September 18, 2023 Regular Session (attached)
- B. **MOTION** – Approve Minutes of September 21, 2023 Special Session (attached)

PUBLIC FORUM:

- A. Citizens' Requests and Comments:
 - 1. Highland Primary Halloween Parade – Special Event Application – Amanda Mullaney, Representative (attached)
 - 2. 2023 Art in the Park Sign Placement Request – Lynnette Schuepbach, Highland Arts Council (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** – Bill #23-97/RESOLUTION Accepting Cigna Healthcare for Medical Insurance and Lincoln for Vision and Dental Insurance For 2023-2024 (attached)
- B. **MOTION** – Bill #23-98/RESOLUTION Approving Contract with Republic Services for Solid Waste Services (attached)
- C. **MOTION** – Award Bid #PW-04-23, for Roof Replacement Water Treatment Plant (attached)
- D. **MOTION** – Bill #23-99/ORDINANCE Authorizing the Execution of a Commercial Real Estate Option Contract and Commercial Real Estate Sales Contract with Ernst Iberg Farm, LLC for Right-of-Way for Roads, Infrastructure, and Other Public Purposes (attached)

Continued

- E. **MOTION** – Bill #23-100/ORDINANCE Authorizing the Execution of A Commercial Real Estate Sales Contract with Ernst Iberg Farm, LLC for Right-of-Way for Roads, Expansion of the Sewer Plant, Infrastructure, and Other Public Purposes (attached)

- F. **MOTION** – Bill #23-101/ORDINANCE Authorizing the Execution of a Commercial Real Estate Sales Contract with First Baptist Church of Highland For Right-of-Way for Roads, Sidewalks, Infrastructure, and Other Public Purposes (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1251 for September 16, 2023 through September 29, 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:

Continued



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimbürger, ADA Coordinator, by 9:00 AM on Monday, October 2, 2023.

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

Directions for Public Monitoring of Highland City Council Meetings:

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: _____

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:**

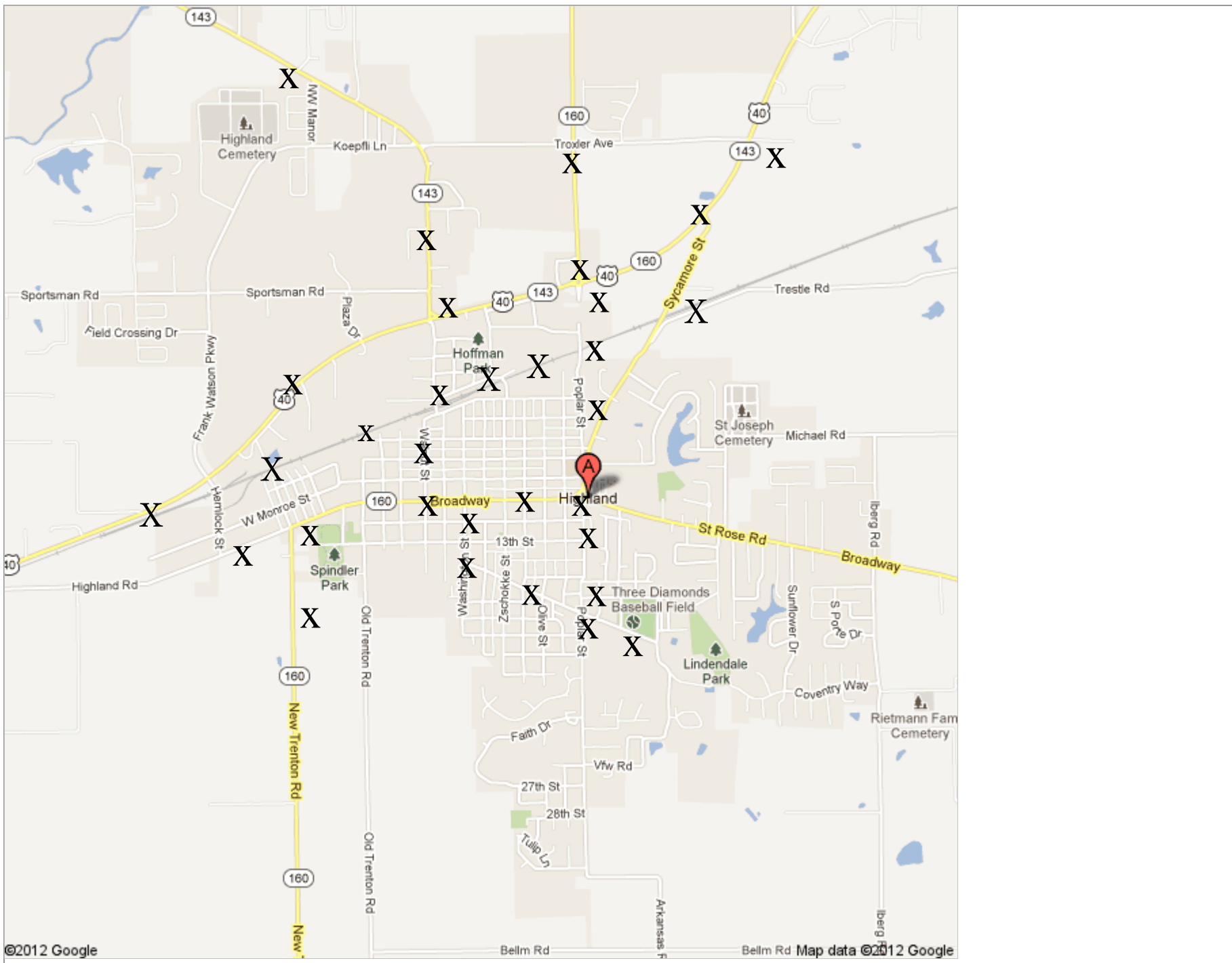
- Certificate of Insurance: (attached)** _____
 - Must be General liability
 - \$1 Million per occurrence/\$2 million aggregate
 - City named as “additional insured” If Event is on city property.

- 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 _____





Project #: 23-1119

CLIENT:

City of Highland
1113 Broadway
Highland, IL 62249

PROJECT:

Roof Replacement WTP PW-04-23
3035 Highland Park Rd.
Highland, IL 62249

Bid Date: 9/28/2023 10:00 AM

Project Manager:
Chad Waters

| | Lakeside Roofing Collinsville, IL | Shay Roofing Inc. Belleville, IL | Joiner Sheet Metal & Roofing Highland, IL | Jim Taylor Roofing Inc. Belleville, IL | Martin Roofing Mascoutah, IL |
|---|--------------------------------------|-------------------------------------|--|---|---------------------------------|
| Days to Start | | | | | |
| Days to Complete | | | | | |
| Base Bid | \$164,344.00 | \$175,985.00 | \$103,000.00 | \$140,933.00 | \$110,230.00 |
| Base Bid - Section 1 | \$83,664.00 | \$91,878.00 | \$68,150.00 | \$75,081.00 | \$73,460.00 |
| Base Bid - Section 2 | \$60,680.00 | \$71,957.00 | \$28,090.00 | \$53,559.00 | \$36,000.00 |
| Base Bid - Section 3 (Repairs only) | \$20,000.00 | \$12,150.00 | \$6,760.00 | \$13,549.00 | \$8,750.00 |
| Alternate Bid #1 (Ladders on Section 2 & 3) | | \$15,386.00 | \$12,000.00 | \$14,679.00 | \$15,800.00 |
| Alternate Bid #2 (Coating on Section 3) | | \$32,270.00 | | \$19,554.00 | |
| Total (Base + All Alternates) | \$0 | \$0 | \$0 | \$0 | \$0 |
| Unit Pricing | | | | | |
| Metal Decking | | | | | |
| Wood Decking | | | | | |
| Wood Blocking | | | | | |
| Rofer / hour | | | | | |
| Sheet Metal / hour | | | | | |
| Material & Equip / P&O | | | | | |
| Bid Bond | ✓ | ✓ | ✓ | ✓ | ✓ |
| Insurance | | | | | |
| Addenda Acknowledge | Yes (2) | Yes (2) | Yes (2) | Yes (2) | Yes (2) |

Opener:
Jeffrey Voss

Recorder:
Lana R. Hediger

(2) = Addenda 1 + 2 acknowledged

RESOLUTION NO: _____

A RESOLUTION ACCEPTING CIGNA HEALTHCARE FOR MEDICAL INSURANCE AND LINCOLN FOR VISION AND DENTAL INSURANCE FOR 2023-2024

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’s health insurance was negotiated down to an increase of 14.6% with a \$50,000 surplus premium credit on the first bill and

WHEREAS, a second year rate cap of 9.9% for Cigna Health Insurance.

WHEREAS, in addition, the health savings account (“HSA”) deductible will go from \$4000 to \$3000 for an individual, and \$8000 to \$6000 for a family; and

WHEREAS, in an effort to offset the increase in the HSA deductible, City proposes to continue contributing to HSA accounts with a set amount monthly of \$50 for an employee, \$75 for Employee/Children and Employee/Spouse, and \$100 for a family; and

WHEREAS, for 2023 – 2024, City shall provide health insurance, dental insurance and vision insurance to City employees as follows:

1. Health Insurance – Cigna Healthcare;
2. Dental Insurance – Lincoln;
3. Vision Insurance – Lincoln;

and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to provide health insurance, dental insurance and vision insurance to City employees as stated herein.

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

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

Section 2. The City shall offer insurance to City employees for 2023 – 2024 as follows:

Medical Insurance – Cigna Healthcare:

Base Plan:

Employee Only: \$911.59
Employee +Spouse: \$1914.28
Employee + Child(ren): \$1,731.99
Family: \$2734.74

Buy Up Plan:

Employee: 962.10
Employee +Spouse: \$2020.57
Employee + Child(ren):\$1828.11
Family: \$2886.58

HSA:

Employee Only: \$854.62
Employee +Spouse: \$1794.75
Employee + Child(ren):\$1623.67
Family: \$2563.72

Dental Insurance:

The City will be changing from Metlife dental due to a 6% increase in the premium. The City will switch to Lincoln resulting in the premium being reduced by 4.5%

Voluntary Vision Insurance:

The vision plan will also be changing to Lincoln due to a premium increase from MetLife. The switch to Lincoln will result in the premium being reduced by 0.3%. Metlife was going to increase the premium by 4.0%.

Section 3. That this Resolution shall be known as Resolution No: _____ and shall be effective upon adoption with implementation date of _____.

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 _____, 20, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

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: Mayor Hemann and City Council Members

FROM: Jackie Heimburger, Director of Support Services
Chris Conrad, City Manager

SUBJECT: Recommendations for Health Insurance Package Renewal

DATE: September 28, 2023

Health Insurance Plan:

The City recently received the final renewal numbers from Cigna. As you may recall from last year we had very high prescription drug claims which resulted in a high premium. The City has seen some improvement from last year especially with prescription drugs. While we still have a premium increase it has improved from last year resulting in a 14.6% increase with a \$50,000 surplus which will be a premium credit on the first bill. Cigna is also offering us a second year rate cap of 9.9%. The City will also be returning the HSA deductible from \$4000 back to \$3000 for individual and \$8000 to \$6000 for family. These were adjusted upward last year to mitigate the premium increase.

We will continue with the same plans (Base, Buy-Up and HSA). The City will also continue contributing to the member's HSA accounts with a set amount monthly of \$50 for employee, \$75 for Employee/Children and Employee/Spouse and \$100 for family. The HSA plan continues to be well received and we are hopeful that more employees will be able to benefit from this offering in the upcoming year.

The City Manager and I are in agreement that it is in the City's best interest to continue with Cigna Healthcare and will continue our efforts to inform, educate, and engage our employees in efforts to contain the health care costs for the City and members of the plan.

Dental Insurance:

The City will be changing from Metlife dental due to a 6% increase in the premium. The City will switch to Lincoln resulting in the premium being reduced by 4.5%

Voluntary Vision Insurance:

The vision plan will also be changing to Lincoln due to a premium increase from MetLife. The switch to Lincoln will result in the premium being reduced by 0.3%. Metlife was going to increase the premium by 4.0%.

Medical Insurance:

Base Plan:

Employee Only: \$911.59
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Family: \$2734.74

Buy Up Plan:

Employee: 962.10
Employee +Spouse: \$2020.57
Employee + Child(ren):\$1828.11
Family: \$2886.58

HSA:

Employee Only: \$854.62
Employee +Spouse: \$1794.75
Employee + Child(ren):\$1623.67
Family: \$2563.72

Recommendation Summary

In summary, we are requesting your approval of the plan changes for the 2023-2024 plan year by continuing to obtain coverage from Cigna Healthcare for medical and changing to Lincoln for vision and dental. If there are any questions or concerns, please let Chris or I know.

RESOLUTION NO: _____

**A RESOLUTION APPROVING CONTRACT WITH
REPUBLIC SERVICES FOR SOLID WASTE SERVICES**

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

WHEREAS, City has determined that City posted a request for proposals (“RFP”) for solid waste services pursuant to Illinois State Law; and

WHEREAS, in response to the RFP for solid waste services, City has determined it received one bid from our current solid waste provider Republic Services (*see* RFP submitted by Republic Services (“Republic”) attached hereto as **Exhibit A**); and

WHEREAS, City has determined that Republic will be offering solid waste services to City residents at the same rates agreed to on August 21, 2023, which are \$30 per month for residential service and \$46 per month for a commercial non-containerized customer (*see* **Exhibit A**); and

WHEREAS, City has determined that Republic is a responsible bidder, the “Republic Proposal” is fair, and the Republic Proposal should be approved (*see* **Exhibit A**); and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Republic Proposal (*see* **Exhibit A**).

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

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

Section 2. The Republic Proposal (*see* **Exhibit A**) is approved.

Section 3. That this Resolution shall be known as Resolution No: _____ and shall be effective upon adoption with implementation date of November 1, 2023.

This Resolution adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ___ day of _____, 2023, the vote taken by ayes and nays 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, IL Solid Waste Services

Solicitation Number: August 2023



REPUBLIC
SERVICES

Sustainability in Action

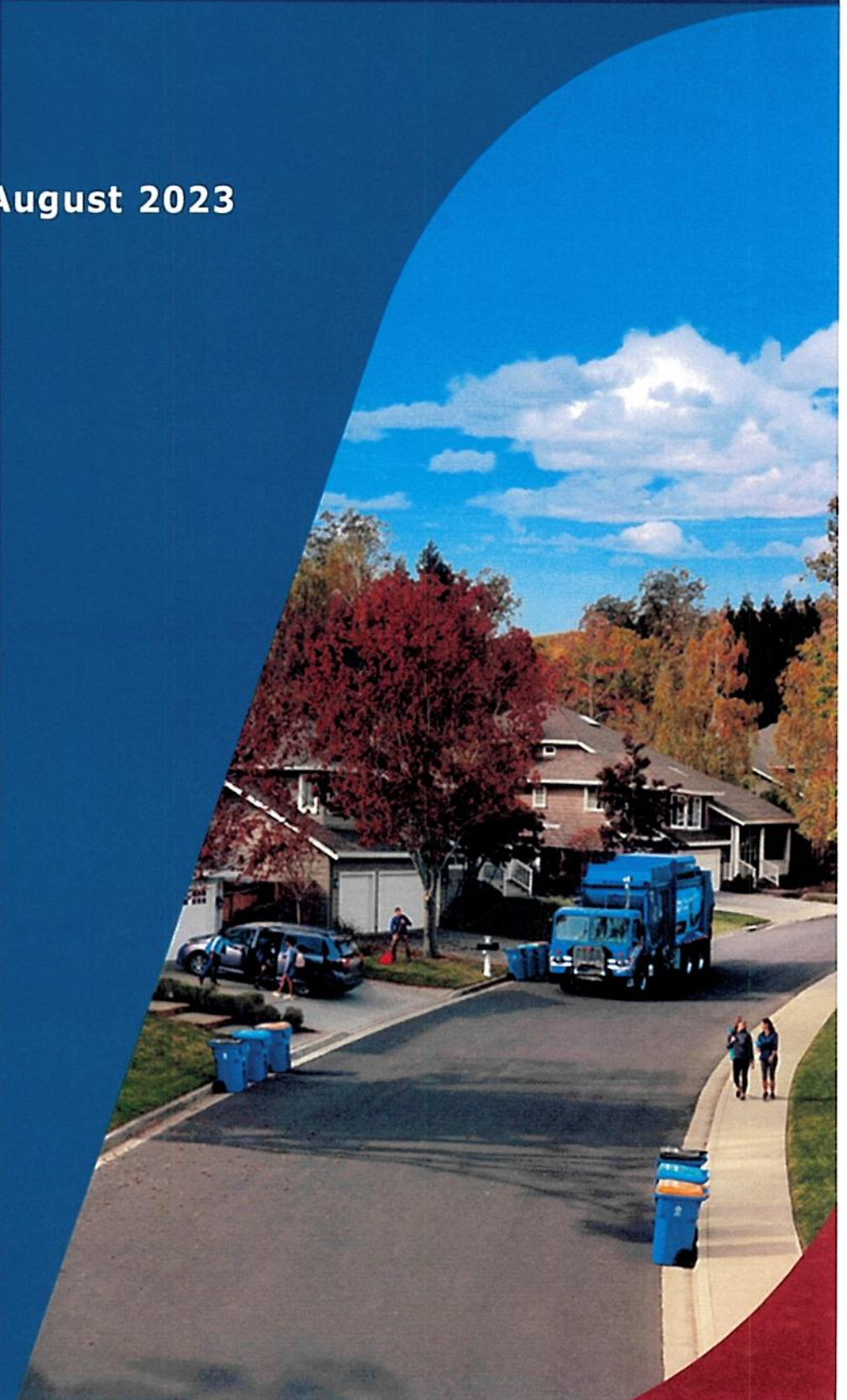


Table of Contents

- Cover Letter 1
- Pricing 2
- Pricing 3
- Checklist 5
- Exceptions/Clarifications 13
- Checklist 15
- Leadership 17
- Disposal Sites 18
- Sustainability..... 19
- Holiday Schedule..... 22
- E-Verify 23
- Certificates..... 25
- COI 27
- Corporate Data 29
- Implementation 31
- Sample Communication Piece 32
 - Our Promise 34
 - Best Value 34
 - Our Values..... 34
- Your Team 36
 - Local Leadership 36
 - National Backing..... 36
- Facilities..... 37
- Operations 37
 - Communication with the Community 38
 - Residential MSW Collection 38
 - Residential Recycle Collection 38
 - Bulk Waste Collection 39
 - Service Days 40
 - Holiday Schedules..... 40
 - Multi-Family MSW Collection..... 40
- References 41
- Global Recognition..... 41
- Safety..... 42

| | |
|---|----|
| Safety Overview | 42 |
| Think. Choose. Live.® | 42 |
| ReSOP Program | 42 |
| Safety Meetings & Training..... | 42 |
| Safety Recognition Program | 43 |
| Focus 6..... | 43 |
| OneFleet..... | 43 |
| Customer Service..... | 44 |
| Customer Access | 44 |
| Refinements to Our Approach..... | 44 |
| Website..... | 44 |
| Customer Self-Service..... | 44 |
| Republic Services App | 45 |
| Sustainability..... | 46 |
| Safety | 46 |
| Talent..... | 47 |
| Climate Leadership | 47 |
| Communities | 47 |
| Sustainability as a Platform for Growth | 47 |
| Renewable Energy | 47 |
| Electric Vehicles | 47 |
| Polymer Center | 48 |
| Environmental Services | 48 |
| Financial Overview | 50 |
| Financial Reporting | 50 |
| Ownership | 50 |
| Credit Rating | 50 |
| Bank References | 50 |
| Financial information | 51 |



Cover Letter



4601 Cahokia Creek Rd, Edwardsville, IL 62025
o 618.659.5277 f 618.656.6882 republicservices.com

September 26, 2023

City of Highland
Attention: Chris Conrad, City Manager
12990 Troxler Avenue
Highland, MO 62249

Dear Mr. Conrad,

Republic Services is excited to submit a proposal in response to the RFP for solid waste services.

Our proposal not only meets the needs of the City, but it also enhances the solid waste program with the following:

- Realization that the solid waste program will be a hybrid of approximately 60% automation of services and 40% continuing with rear load services.
- The 60% automation of services will allow utilization of advanced equipment and processes to increase efficiencies for both the City and Republic Services.
- \$75,000 purchase price for existing containers.
- New containers to enhance the cosmetic appearance to the City of Highland.
- Competitive pricing, including a 10% discount for residential residents aged 65 or older.
- Partnering with the City to customize bulk collection and billing services.
- Upon award of the contract, providing a contract draft for mutual negotiation from both parties.

Republic Services is a company proud to highlight:

- Our drivers are 41% safer than the industry average.
- Recognition in the top 10% of all companies globally for our commitments and investments in sustainability.
- Designated as one of the World's Most Ethical Companies by the Ethisphere Institute.
- Certified Great Place to Work.

This past year has allowed the City of Highland to get to know us. Through the transition to Republic Services, we have persevered to prove our reliability, responsiveness and relentless commitment of service for the City of Highland.

Continuing our partnership for the next five years means stability with a reputable company during a time when the industry as a whole is experiencing changes.

We appreciate the opportunity to continue our partnership with the City of Highland.

Sincerely,

Rhonda Breslin
Municipal Services Manager

Curt Stanley
General Manager



Pricing

Attachment A
Option 1 Pricing:

No BID

Highland Waste Collection Rates

Residential Units: Per Month
 Unlimited refuse including bulky item removal, recyclable material, and yard waste material each week other than construction material, or unacceptable materials (i.e. hazardous waste)

Non-Containerized Business Per Month

| Collection Rates/Month | Business Container Service (Non-Compacted) | | | | | | |
|----------------------------|--|----|----|----|----|----|-------------------|
| | 1x | 2x | 3x | 4x | 5x | 6x | Each Extra Pickup |
| Weekly Frequency | | | | | | | |
| 2 Yard Compacted Container | | | | | | | |
| 4 Yard Compacted Container | | | | | | | |
| 6 Yard Compacted Container | | | | | | | |
| 8 Yard Compacted Container | | | | | | | |

| Collection Rates/Month | Business Container Service (Compacted) | | | | | | |
|------------------------|--|----|----|----|----|----|----------------|
| | 1x | 2x | 3x | 4x | 5x | 6x | Each Extra Ton |
| Weekly Frequency | | | | | | | |
| 2 Yard Container | | | | | | | |
| 4 Yard Container | | | | | | | |
| 6 Yard Container | | | | | | | |
| 8 Yard Container | | | | | | | |
| 20 Yard Container | | | | | | | |
| 30 Yard Container | | | | | | | |
| 40 Yard Container | | | | | | | |

Pricing based on customer providing equipment (compactor) and the following limits: 20 yard=4 ton limit, 30 yard=5 ton limit, 40 yard=6 ton limit. Each extra 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 Yard Container | | Each | |
| 4 Yard Container | | Each | |
| 6 Yard Container | | Each | |
| 20 Yard Container | | Per Ton | |
| 40 Yard Container | | Per Ton | |

Pricing

Attachment B
Option 2 Pricing
Automated Services

Residential Units \$27.99 per month
Includes weekly trash and yard waste collection, along with an every-other-week recycle collection. 1, 95-gallon trash and 1, 95-gallon recycle cart included at no charge. Weekly yard waste is limited to 5 containers per week. Residents can schedule up to 4 bulk collections per year, limited to 4 items per collection.

Non-Containerized Business \$45.32 per month

| Collection Rates/Month | Business Container Service | | | | | | |
|------------------------|----------------------------|-----------|-----------|-----------|-----------|-----------|-------------------|
| Weekly Frequency | 1x | 2x | 3x | 4x | 5x | 6x | Each Extra Pickup |
| 2 Yard Container | \$ 98.19 | \$ 139.19 | \$ 205.01 | \$ 244.93 | \$ 284.86 | \$ 331.25 | \$ 70.14 |
| 4 Yard Container | \$ 158.61 | \$ 244.43 | \$ 358.23 | \$ 418.65 | \$ 443.47 | \$ 528.71 | \$ 86.32 |
| 6 Yard Container | \$ 211.48 | \$ 333.41 | \$ 389.52 | \$ 444.55 | \$ 482.31 | \$ 555.69 | \$ 102.51 |
| 8 Yard 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 | Each Extra Ton |
| 2 -yard Compacted | \$123.01 | \$161.85 | \$243.85 | \$332.32 | \$343.12 | \$419.73 | \$75.53 |
| 4-yard Compacted | \$156.46 | \$299.96 | \$419.73 | \$457.50 | \$520.08 | \$563.24 | \$75.53 |
| 6-yard container | \$198.54 | \$400.31 | \$647.40 | \$702.43 | \$747.75 | \$791.99 | \$75.53 |
| 8-yard container | \$251.94 | \$534.23 | \$998.56 | \$1,078.49 | \$1,075.08 | \$1,113.64 | \$75.53 |
| 20-yard container | \$563.24 | \$1,118.92 | \$1,617.42 | \$1,195.07 | \$2,380.27 | \$2,638.16 | \$75.53 |
| 30-yard container | \$639.85 | \$1,261.35 | \$1,957.31 | \$2,815.11 | \$3,200.31 | \$3,584.44 | \$75.53 |
| 40-yard 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 limits: 20-yard = 4 tons, 30-yard = 5 tons, 40-yard = 6 tons
Each extra ton will be added and billed at their rate above.

| Temporary Containers: (Construction & Automobile Body Parts) | | | | |
|--|----------------------|----------------------|---------|--------------------|
| Size | Delivery Charge | Empty/Removal Charge | | Rental Fee Per Day |
| 2 Yard Container | \$ 53.95 | \$ 75.53 | Each | \$ 6.47 |
| 4 Yard Container | \$ 53.95 | \$ 107.90 | Each | \$ 6.47 |
| 6 Yard Container | \$ 53.95 | \$ 172.64 | Each | \$ 6.47 |
| | Delivery/Haul Charge | Disposal | | |
| 10 Yard Container | \$ 323.70 | \$ 75.53 | Per Ton | \$ 17.26 |
| 20 Yard Container | \$ 323.70 | \$ 75.53 | Per Ton | \$ 17.26 |
| 40 Yard Container | \$ 323.70 | \$ 75.53 | Per Ton | \$ 17.26 |

Attachment E

| Alternate Bid | |
|-----------------------------|----------|
| City of Highland Containers | |
| Container Size | Quantity |
| 1 yard | 11 |
| 2 yard | 96 |
| 3 yard | 4 |
| 4 yard | 61 |
| 6 yard | 80 |
| 8 yard | 5 |
| 10 yard | 1 |
| 20 yard | 4 |
| 40 yard | 9 |

Alternate Bid Price:

\$75,000

Attachment F

Service Description

Solid Waste Services Contractual Guidelines

Contract Term: Our proposal is a 5-year term effective 11/1/23 through 10/31/28. Extension options are of mutual agreement between both parties.

- **Customizable features within our proposal to include bulk collection and billing services.**
- **After extensive review of City streets, 40% of the City will continue with alley collection while the remaining 60% will transition to automation.**
- **Continuing with same day services for residential customers.**
- **Service Type, Current Service vs Automation:** Our five (5)-year proposal includes 40% of the City continuing service with rear load trucks and the remaining 60% will move to automated service.
 - Year 1, 11/1/23-10/31/24: We will work to have our residential automation and commercial rear load to front load conversions completed with a target date of 10/31/24. This transition to automation will include consistent communication with the City on all timelines. We will work diligently to partner together for what is best for all involved.
 - Automation for single family dwellings includes all residents receiving one (1) trash cart and one (1) recycle cart at no charge to use as containers for collection. Approximately 60% of the residents will be able to place their carts curbside for collection, while the remaining 40% will continue to place their carts in the alley for service.
 - Commercial containers will be converted from rear load to front load service.
 - Republic Services will partner with the City to provide communication during the service changes. Communication will include but is not limited to, inserts into monthly invoices, direct mailer, City's social media sites and website, presentations at community events and other means as deemed necessary.
 - Beginning Year 2, 11/1/24 and continuing through 10/31/28, residents will use Republic Services carts for trash and recycle collection, while commercial entities will utilize our front load containers.
- Our contractual agreement is to collect the residential solid waste materials once/week between the hours of 6am and 6pm. We will continue to partner with the City on the contractual hours for commercial service.
- **Publicity:** Upon initial startup, Republic Services will partner with the City to provide a communication piece outlining the changes in service with Republic Services.

Solid Waste Services
Residential Basic Service

Residential Solid Waste Collection

Republic Services will provide all single-family homes outlined in the RFP weekly solid waste collection with either automated trucks or rear load trucks. Trash is transported to our landfill in Roxana, IL.

One 95-gallon trash cart will be included at no charge. Trash contents limited to cart only. For residents with additional trash needs, containers are available to lease. Delivery and removal fees for additional trash cart (s) requests will be incurred.

Residents are encouraged to bag their trash prior to placing in trash container. This process reduces the opportunity for litter spillage and/or trash blowing out of container upon collection/disposal. No co-mingling of other material is allowed in the trash containers.

Residential Single-Stream Recycle Collection

Republic Services will provide all single-family homes outlined in the RFP an every-other-week, single stream recycle collection with either automated trucks or rear load trucks.

One 95-gallon recycle cart is included at no charge. Recycle contents limited to cart only. For residents with additional recycle needs, containers are available to lease. Delivery and removal fees for additional recycle cart (s) requests will be incurred. No co-mingling of other material is allowed in the recycle containers.

Recycle material is transported our Material Recovery Facility (MRF) in Hazelwood, MO. where the material is sorted, processed and reclaimed. Upon disposal at the (MRF), on-sight auditors inspect recycle material. Recyclable Materials shall comply with all specifications provided by MRF to meet quality thresholds for commodity markets and be free of contamination.

Residential Yard Waste Collection

Republic Services will provide all single-family homes outlined in the RFP weekly yard waste all year long with rear load trucks. Yard waste collection is limited to five (5) containers per week as specified below. No co-mingling of other material is allowed in the yard waste containers. Yard waste material is disposed at the Roxana Landfill.

Acceptable containers:

- Personal containers up to 32-gallons with lid and handle, marked with a red "x."
- Paper, biodegradable bags
- Bundles of brush/branches no longer than four (4) feet in length and 24 inches in diameter, tied with string/twine.
- Weight limit of all containers is 50 lbs.
- Christmas trees must be free of all lights and decorations. Trees over six (6) feet tall must be cut in half.

Residential Bulky Waste Collection

Republic Services will provide bulk collection services up to four (4) times per year. Residents can choose the date of bulk collection to fit their schedules. Up to four (4) bulk items are included in each event at no charge. Collection must be scheduled 48 hours prior to collection day.

In addition to the four (4) on demand bulk collections, Republic Services will partner with the City for a City-wide bulk cleanup event with roll off containers on a date mutually agreed upon by both parties. Republic Services will provide up to five (5), 20-yard roll offs for this event with a total of 10 hauls at no charge. The roll off containers will be placed at a central location.

Acceptable Material Bulk Material:

- Furniture
 - Couches, chairs, dressers, tables, bookshelves, desks, headboards, etc.
- Mattress sets.
- Large carpets (cut into bundles no longer than 4ft in length and not to exceed 50lbs. Must be tied with rope/twine.)

Unacceptable Material:

- Appliances
- Batteries
- Concrete.
- Construction debris
 - Shingles, drywall, vinyl siding, molding/trim, fencing, kitchen cabinets, etc.
- Electronic Waste
- Fluorescent light bulbs
- Lead/oil-based paint, varnish
- Loose trash
- Tires
- Yard waste.
- Any items identified as hazardous waste.
- Any other item not specifically listed that is prohibited by federal, state or local law.

Guidelines

- Items must be able to be managed by one (1) person. Therefore, item weight limit of approximately 50lbs.
- Items over 4 feet in length must be broken down or cut to 4 feet or less and bundled. Bundles must be tied with rope/twine.
- Items placed in cardboard boxes for disposal will not be collected.
- All nails/staples or anything sharp that is exposed must be removed.
- Loose materials must be containerized or bundled.
- Material must be placed curbside for collection.

Residential Services for the Disabled

- Residents with a medical condition that prevent them from transporting their trash and recycle containers to the curb can have assistance from Republic Services at no charge. Eligible residents may contact Customer Service to request this service.

Solid Waste Services
Optional Services Outside of Basic Services

- **Additional Residential Containers:** Additional trash and recycle carts are available to lease for those residents who need additional space due to the amount of waste produced. A monthly lease fee along with delivery and removal fees of the additional cart requests apply.
- **Residential Appliance Collection:** Republic Services will provide single-family homes in the RFP with appliance removal on a designated day, once per month. Appliances will be collected for a fee and must be scheduled 48 hours prior to collection.
- **Residential Bulky Waste Collection:** Residents needing additional bulk item collection in addition to their four included pickups per year can schedule addition for collection for a fee. Items must be scheduled a minimum of 48 hours prior to collection.
- **Cart Exchange Process:** Republic Service containers damaged by normal wear/tear, animals, weather, collection vehicles, etc., will be exchanged at no charge to the resident. Containers damaged by fault of the resident/commercial customer, will be charged the current value of the container.
- **Residential Senior Discount:** A 10% senior discount is available for residents ages 65 years of age and older.

Solid Waste Services
Billing/Invoicing

- Basic Services: Invoiced by Republic Services to the City on a monthly basis.
- Optional Services: Invoiced by Republic Services to individuals on a quarterly basis.
 - Additional trash and recycle carts:
 - \$5/month lease fee
 - \$15 delivery and removal fee
 - Additional bulk collection after the four (4) bulk collections included with basic services are used:
 - \$50: includes up to four (4) items
 - Must be scheduled 48 hours in advance of collection day.

Republic Services will partner with the City to ensure the most efficient billing/invoicing system is utilized. Republic Services is open to price negotiation of optional services listed above.

Final decision on billing/invoicing will be of mutual agreement between both parties.

Clarifications/Deviations Pertaining to the City of Highlands 2023 RFP for Solid Waste Collection

| Section # | RFP Language | Republic Services Exceptions/Deviations |
|----------------------------------|--|--|
| | | Republic Services will provide a contract draft for the negotiation of mutual benefit for both parties to include, but not limited to, force majeure, termination, recycle processes, etc. |
| Definitions | Bulk | Republic Services residential bulk guidelines are included with our proposal. |
| Definitions | Refuse Containers | Upon automation of residential solid waste collection, the acceptable container will be a Republic Services trash and recycle cart. |
| Definitions | Yard Waste Containers | The acceptable containers with yard waste collection include biodegradable paper bags, 32-gallon personal containers marked with an "x" and bundles tied with rope/twine no larger than 4' in length and no larger than 24" in diameter. |
| Scope of Services (4) | Days of Collection | Non collection due to agreed upon holidays or acts of God shall be the following business day or as soon as circumstances allow safe operation. Republic Services will continue to use the current routing as indicated in the RFP. Upon automation of both residential and commercial businesses, if routing needs to be adjusted for efficiency, we will notify the City of the changes needed and communicate with the affected residents. |
| Requirements to all Services (6) | "Services to be rendered by the Contractor herein.....despite adverse conditions, equipment breakdowns or similar hindrances, all to reasonable satisfaction of the City." | Safety is the #1 focus at Republic Services. We take every effort to provide efficient and consistent service. However, in the event of an adverse condition, including weather, labor, fleet maintenance, etc., Republic Services, as subject matter experts, retains responsibility for the safety of our employees and will deal with temporary situations that may affect services accordingly. The City of Highland will be informed of situations as such. |
| Insurance Requirements (7) | Insurance Requirements | Republic Services will provide our standard certificate of insurance. |
| Contractor Requirements (8) | Upon request of the City, Contractor shall remove such employee from work within the City and replace him/her with a suitable and competent employee. | Republic Services has the sole discretion to staff the drivers for the safe and efficient provision of services. Should a situation arise that indicates an employee is unfit for the responsibilities required, Republic Services and City will discuss the situation in good faith to determine an appropriate resolution which could include the removal of the employee from this service. |

| Section # | RFP Language | Republic Services Exceptions/Deviations |
|---|---|---|
| Contractor Requirements (8) | Missed collection | Missed collections will be recovered no later than the next business day. |
| Contractor Requirements (8) | Weekly service inquiries | Upon request from the City, Republic Services will provide a report addressing service inquiries. |
| Contractor Requirements (8) | Audit | An initial audit of the City, as outlined in this section, will be included upon container delivery/service conversion. |
| Failure to Perform (9) | "If Contractor fails collect and/or disposal, and /or market the solid waste materials, collected recyclables, and landscape waste as required of it herein..." | The City will provide notice to Contractor of the performance failure and if such performance failure is not cured within thirty (30) days after receipt of written notice from the City specifying such breach in reasonable detail, the City may proceed with the work itself or cause such work to be undertaken by a third party, and the City of Highland shall have the right to bill the Contractor a for all costs incurred over and above the fees that the City would have paid the Contactor to perform the services. |
| Prevailing Wage | | Our pricing is based on the understanding that the Prevailing Wage laws in the state do not apply to a solid waste collection service driver. In the event the law is changed, or the Illinois Department of Labor provides further interpretation that incorporates solid waste collection services, we would require the ability to adjust rates accordingly. |
| Proposal and Pricing Options Requested (10) | Option 2 | Because our proposal includes a 95-gallon recycle cart at no charge to each residential customer, there is no need for weekly recycle. Our every-other-week recycle collection increases safety in residential areas by reducing the number of trucks on city streets. This reduction of trucks on city streets is also a benefit to the City's street department. |
| Attachment B, Optional Pricing Automated Services | Temporary Containers, Automobile Parts | Republic Services does not collect or dispose of automobile parts. |
| Attachment B, Optional Pricing Automated Services | Temporary Containers | Upon automation of both residential and commercial businesses, the temporary small containers (2, 4 and 6-yard) will not be offered. Because there will be a different style of truck servicing small containers with the conversion to front load containers, servicing these small containers becomes a safety issue. Low wires and tree branches may get caught in the disposal of material into the truck, causing an unsafe environment. Instead, we will offer/provide a 10-yard roll off container to meet the needs for these requests. |

Checklist

City of Highland Solid Waste Services —

| | |
|--|--|
| Date | 9/26/2023 |
| Name of Business | Allied Waste Transportation, INC |
| Address | 4601 Cahokia Creek Rd, Edwardsville, IL 62025 |
| Contact Person | Rhonda Breslin |
| Phone Number | 618-410-1978 |
| Years in Business | Please reference Corporate Data Sheet |
| # of Full time Equivalent Employees | 66 |
| Number of Trash Trucks | Current fleet: Residential trucks: 4 ASL, 3 Curotto, 27 Rear Load for a total of 34; Total commercial trucks 10; Total roll off trucks 9 |
| Any Defaults on Prior Contracts | No |
| Do you plan to subcontract any work? If so, to whom? | Yes. American Container for cart delivery, cart removal and appliance collection. |
| List 3 Service References: | |
| Name and Phone Number | City of Edwardsville: Eric Williams, Public Works Director, 618-692-7573 |
| Name and Phone Number | City of Maryville: Mayor Craig Short, 618-345-7028 |
| Name and Phone Number | Village of Bethalto: Mayor Gary Bost, 618-377-8220 |
| List 3 Credit References: | Please reference Financial Overview located in the Executive Summary section of our proposal. |
| Name and Phone Number | Please reference Financial Overview located in the Executive Summary section of our proposal. |
| Name and Phone Number | Please reference Financial Overview located in the Executive Summary section of our proposal. |
| Name and Phone Number | Please reference Financial Overview located in the Executive Summary section of our proposal. |

Attachment F Continued

| | |
|--|---|
| Will each residence be service the same day for all 3 collections? | Single family dwellings will have the three services on the same day. |
| Are there other options for pickup schedules? Yard waste pickup only from Apr — Nov or | Yard waste collection will be weekly all year long. Recycle collection will be every-other-week. |
| Could recycling be offered to commercial non-containerized? | This would be executed on a case-by-case business. A site visit would need to be conducted with recycle guidelines reviewed. |
| Is this proposal for automated service with polycarts? If yes, who supplies the polycarts? | Our proposal includes both automation and rear load service. Automation will occur within the first year of our contract. Republic Services will supply the trash and recycle carts. Please refer to our Service and Implementation sections of our proposal. |
| Size of polycarts for trash | 95-gallon trash carts |
| Size of polycarts for recycling | 95-gallon recycle carts |
| Size of polycarts for yard waste | NA |
| Are smaller polycarts available for the elderly? | Yes, upon request |
| Is this proposal for rear load service? | Our proposal includes both automation and rear load service. Automation will occur within the first year of our contract. Republic Services will supply the trash and recycle carts. Please refer to our Service and Implementation sections of our proposal. |
| Where is Solid Waste / Trash taken? | Roxana Landfill. Please refer to our disposal site information in our proposal. |
| Where is Recycling taken? | Hazelwood Recycle Facility. Please refer to our disposal site information in our proposal. |
| Where is Yard Waste taken? | Roxana Landfill. Please refer to our disposal site information in our proposal. |
| Do you use refuse stickers? And what are they for? | No, we do not use refuse stickers. |
| What date can your company begin servicing Highland? | We are currently servicing your community so there would be no disruption for your residents and businesses. |

Leadership

| General Manager | Business Unit Finance Manager | Operations Manager |
|--|---|---|
|  |  |  |
| <p>Cord Stanley, 618-659-5288, cstanley3@republicservices.com</p> | <p>Tom Pensoneau: 618-659-5302, tpensoneau@republicservices.com</p> | <p>Dave Malone: 314-744-8168, dmalone@republicservices.com</p> |

Supporting Leaders

- Charles Skelton: Operations Supervisor, 618-659-5278,
cskelton@republicservices.com
- Justin Embry: Fleet Maintenance Supervisor,
jembry2@republicservices.com
- Logistic Analysts:
 - Juliann Kelley, 618-619-1632, jkelly2@republicservices.com
 - Amanda Mitchell, amitchell3@republicservices.com

Disposal Sites

| Destination Points for Solid Waste/Recycling/Yard Waste | | | |
|---|---|--|----------------------------|
| Material | Facility Name | Facility Location | Primary or Backup Location |
| Recycle | Republic Services Northside | 6025 Byassee Drive Hazelwood, MO | Primary |
| Recycle | Republic Services Southside | 4076 Bayless Ave. St. Louis, MO | Backup |
| Yard Waste | Roxana Landfill, Inc. (Republic owned) | 4601 Cahokia Creek Road Edwardsville IL | Primary |
| Yard Waste | St. Louis Composting Inc. | 39 Old Elam Avenue Valley Park, MO | Backup |
| Trash | Roxana Landfill, Inc. (Republic owned) | 4601 Cahokia Creek Road Edwardsville IL | Primary |
| Trash | Envo-Tech Landfill (Republic owned) | 2782 Landfill Trail Litchfield, IL | Backup |

Sustainability

ONLY place these items in your recycling cart:



**Flattened
Cardboard**



Paper



**Metal
Cans**



**Plastic
Bottles
& Jugs**



Cartons



Glass

How to prepare your recyclables:



Empty. Clean. Dry.™

Keep all recyclables free of food and liquid.



Don't bag it

Never put recyclables in containers or bags.



NEVER place these items in your recycling cart:

Plastic Bags
& Wrappers
Soiled Paper
Polystyrene
Foam

Clothing
& Shoes
Greasy
Pizza Boxes
Tools

Food
Toys
Electronics
& Batteries

Construction
Waste
Yard Waste
Medical Waste

Diapers
Scrap
Metal

Learn more at
RecyclingSimplified.com

Recycling *Simplified*



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What Do Your Recyclables Become?



At Republic Services®, we strive toward sustainability. Ever wonder what your recyclables become after they're sorted and processed? Take a look.

Old Magazines



Turned Into:

Paperboard, newspapers



Mixed Paper & Junk Mail



Turned Into:

Cardboard medium, paperboard packaging, paper tubes, roofing paper



Cardboard



Turned Into:

Paper bags, new cardboard, paperboard, cardboard medium



Notebook & Computer Paper



Turned Into:

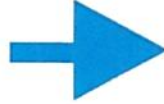
Paper towels, facial tissue, toilet paper, napkins, new notebook paper, new computer paper



Visit RepublicServices.com for more information on recyclables.



Steel/Tin Cans

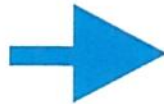


Turned Into:

Bike parts, rebar, car parts, steel beams, appliances, new cans



Aluminum Cans



Turned Into:

New aluminum cans



Glass Bottles



Turned Into:

New bottles, new jars, fiberglass, sand used in construction projects



Plastics



Turned Into:

New bottles, consumer packaging, drainage pipes, lumber for decking, carpet, backpacks, polar fleece, sleeping bag and ski jacket insulation, plastic lumber for decking and docks, play sets, new bottles, buckets, containers, frisbees, stadium seats



Cartons



Turned Into:

Toothbrushes, deodorant sticks, plastic paint cans, storage sheds



Visit RepublicServices.com for more information on recyclables.

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Sustainability in Action

Holiday Schedule

2023-2024

Holiday Schedule Residential Routes

NEW YEAR'S DAY - SUNDAY, JANUARY 1, 2023

No residential routes will be affected

MEMORIAL DAY - MONDAY, MAY 29, 2023

Monday routes will be picked up on Tuesday, May 30
Tuesday routes will be picked up on Wednesday, May 31
Wednesday routes will be picked up on Thursday, June 1
Thursday routes will be picked up on Friday, June 2
Friday routes will be picked up on Saturday, June 3

INDEPENDENCE DAY - TUESDAY, JULY 4, 2023

Monday routes will not be affected
Tuesday routes will be picked up on Wednesday, July 5
Wednesday routes will be picked up on Thursday, July 6
Thursday routes will be picked up on Friday, July 7
Friday routes will be picked up on Saturday, July 8

LABOR DAY - MONDAY, SEPTEMBER 4, 2023

Monday routes will be picked up on Tuesday, September 5
Tuesday routes will be picked up on Wednesday, September 6
Wednesday routes will be picked up on Thursday, September 7
Thursday routes will be picked up on Friday, September 8
Friday routes will be picked up on Saturday, September 9

THANKSGIVING DAY - THURSDAY, NOVEMBER 23, 2023

Monday routes will not be affected
Tuesday routes will not be affected
Wednesday routes will not be affected
Thursday routes will be picked up on Friday, November 24
Friday routes will be picked up on Saturday, November 25

CHRISTMAS DAY - MONDAY, DECEMBER 25, 2023

Monday routes will be picked up on Tuesday, December 26
Tuesday routes will be picked up on Wednesday, December 27
Wednesday routes will be picked up on Thursday, December 28
Thursday routes will be picked up on Friday, December 29
Friday routes will be picked up on Saturday, December 30

NEW YEAR'S DAY - MONDAY, JANUARY 1, 2024

Monday routes will be picked up on Tuesday, January 2
Tuesday routes will be picked up on Wednesday, January 3
Wednesday routes will be picked up on Thursday, January 4
Thursday routes will be picked up on Friday, January 5
Friday routes will be picked up on Saturday, January 6

E-Verify



Company ID Number: 40635
Client Company ID Number: 356105

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Allied Services, LLC** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

9/13/2017

GetMouSignature.ashx (2550x3300)



Company ID Number: 40635
Client Company ID Number: 356105

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Allied Services, LLC

Name (Please Type or Print) Alexandra Us Title Director - Employment Practices
Signature [Handwritten Signature] Date 9/21/10

Designated Agent LawLogix Group, Inc.

Name (Please Type or Print) Craig Duff Title _____
Signature Electronically Signed Date 09/08/2010

Department of Homeland Security - Verification Division

Name (Please Type or Print) REBECCA E. COLEMAN Title DEPT M CHIEF, E-VERIFY
Signature [Handwritten Signature] Date 9/21/10

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Page 14 of 15 | E-Verify MOU for Employer (Client) using a Designated Agent | Revision Date 09/01/09
www.dhs.gov/E-Verify

Certificates

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE SOLID WASTE SERVICES FOR THE CITY OF HIGHLAND IN THE STATE OF ILLINOIS

The undersigned, Secretary of **ROXANA LANDFILL, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE SYSTEMS HOLDINGS, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **CORD STANLEY** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 31st day of August, 2023.



Lauren McKeon, Secretary

File Number 0711934-8



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ROXANA LANDFILL, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 27, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 31ST day of AUGUST A.D. 2023 .

Authentication #: 2324303826 verifiable until 08/31/2024
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE



COI



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 06/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

Table with 2 columns: PRODUCER (CANNON COCHRAN MANAGEMENT SERVICES, INC.), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE (ACE American Insurance Co, Indemnity Insurance Co. of North America, ACE Fire Underwriters Insurance Co, Illinois Union Insurance Company), NAIC #.

COVERAGES CERTIFICATE NUMBER: 2127985 REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES.

Table with 2 columns: CERTIFICATE HOLDER (United States), CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).



AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | | |
|---------------------------------|-----------|---|--|
| AGENCY | | NAMED INSURED | |
| POLICY NUMBER See First Page | | REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054 | |
| CARRIER See First Page | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS CERTIFICATE NUMBER: 2127985

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

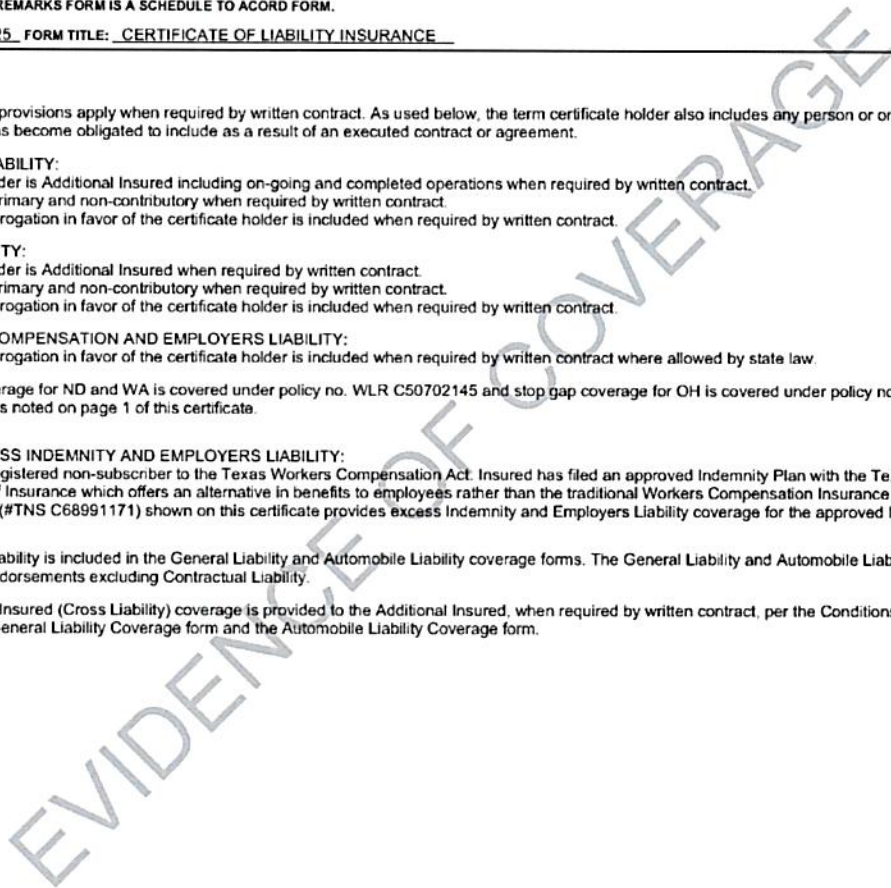
Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



Corporate Data

Corporate Data Sheet Report

As of May 05, 2023

Allied Services, LLC

Formed in Delaware on 11/13/1997

| | | | |
|----------------------|---------------------------|--------------------|----|
| Status: | Current | | |
| Entity Type : | Limited Liability Company | | |
| Federal ID #: | 86-0897719 | Internal #: | 06 |
| Domicile: | | | |

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

| | <u>Title</u> |
|----------------------|---------------------|
| Gregg K. Brummer | President |
| James G. Arnick, Jr. | Vice President |
| Julia Arambula | Vice President |
| Matthew R. Healy | Vice President |
| John B. Nickerson | Vice President |
| Larson Richardson | Vice President |
| Jennifer L. Thomson | Vice President |
| Gary S. Walker | Vice President |
| Adrienne W. Wilhoit | Vice President |
| Lawrence D. Focazio | Vice President, Tax |
| Lauren McKeon | Secretary |
| John B. Nickerson | Assistant Secretary |
| Jennifer L. Thomson | Assistant Secretary |
| Adrienne W. Wilhoit | Assistant Secretary |
| Calvin R. Boyd | Treasurer |

Direct Owners

| | <u>Registered in</u> | <u>%Ownership</u> |
|--------------------------------------|----------------------|-------------------|
| Allied Green Power, LLC | Delaware | |
| Allied Waste Landfill Holdings, Inc. | Delaware | 1.0000 % |
| Allied Waste North America, LLC | Delaware | 99.0000 % |

Corporate Data Sheet Report

As of May 05, 2023

Allied Services, LLC

Registrations

| | <u>Charter No.</u> | <u>Tax ID No.</u> | <u>Date</u> | <u>End Date</u> |
|---------------------------------|--------------------|-------------------|-------------|-----------------|
| Alabama Qualification | FLL 611-706 | | 11/13/2006 | |
| Arizona Qualification | R-0836418-0 | | 03/30/1998 | |
| Arkansas Qualification | 100216015 | | 07/25/2002 | |
| Delaware Formation | 2820612 | | 11/13/1997 | |
| Florida Qualification | M02000001064 | | 04/25/2002 | |
| Georgia Qualification | K740504 | | 11/20/1997 | |
| Illinois Qualification | 00155659 | | 12/19/1997 | |
| Iowa Qualification | 248428 | | 12/28/2000 | |
| Kansas Qualification | 2963965 | | 12/28/2000 | |
| Missouri Qualification | FL0016142 | | 11/20/1997 | |
| North Carolina Qualification | 0445776 | | 12/22/1997 | |
| Ohio Qualification | 4812281 | | 02/01/2022 | |
| Oklahoma Qualification | 3712283076 | | 08/17/2010 | |
| South Carolina Qualification | none | N/A | 12/23/1997 | |

Implementation

Upon award of contract, Republic Services will partner with the City to secure the following for an efficient transition towards automation.

- Republic Services leadership team introduction to the City staff/elected officials
- Month-to-month contract expiration deadline
- Five-year contract term start date
- Establish a timeline towards automation for both residents and commercial customers
- Council meeting involvement
- Engagement at community events
- Discussion on best practices for the following:
 - Communication tools to effectively communicate with all parties: City, elected officials, residents and customers
 - Fleet and container usage
 - Key dates for automation implementation

Sample Communication Piece



Automated recycling and trash is coming to the Village of Marine

All residents will receive a 95-gallon cart for recycling and a separate 95-gallon cart for trash. There will be no change to your trash collection schedule. Please begin using your new trash cart immediately. Recycling will now be collected every other week. Please keep the attached calendar to note your new service weeks.

Recyclable

These items can **always** be placed **loose** in your recycling cart. Please make sure items are empty, clean and dry.



Non-Recyclable

These items should **never** be placed in your recycling cart.



Sustainability in Action

FAQs

Will my service day change?

Recycling and trash will still be collected on Thursdays. However, recycling will now be collected every other week instead of weekly. Please keep the attached calendar to note your new service weeks.

What do I do with my personal trash cans and my recycling bins?

You can keep them if you like or you can set them out empty on your service day and they will be disposed of.

What do I do with items that won't fit in my cart?

Please call Republic Services at **618.656.6883** to schedule collection of large items at no additional cost.

What happens if my cart breaks?

If your cart breaks from normal wear and tear, please call Customer Service at **618.656.6883**, and we will repair or replace it promptly, free of charge.

Where do I place my cart for service?

See cart placement graphic below.



What items can I put in my recycling cart?

See recycling infographic on reverse side.

I don't recycle. Do I have to have a recycling cart?

No. Please contact Customer Service to have it removed.

I am having difficulty getting the carts to the curb for service. What should I do?

Please contact Customer Service, as we have smaller carts available. If you have a medical condition that prevents you from being able to get your carts to the curb, we can assist with that, as well.

What do I do if I have more trash than will fit in the 95-gallon cart?

If you occasionally have an extra bag, please set it next to the cart for service. If you routinely produce extra trash, please contact us for an extra cart at no extra cost.

2022 Recycling Collection Calendar

Republic Services observes the following holidays, which may delay service by one day: Labor Day, Thanksgiving Day and Christmas Day.

| September 2022 | | | | | | |
|----------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| October 2022 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| November 2022 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| | 2 | 3 | 4 | 5 | | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| December 2022 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| | | | | | | 2 |
| | | | | | | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |



Republic Services is the national leader in comprehensive environmental services, currently partnered with over 2000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Our Promise

Sustainability in Action™ is our promise that lets customers know they can always rely on us to handle their recycling and waste needs in a responsible way.

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction. Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which will transform ways in which the recyclable materials in America achieve circularity. Most evident is our innovation and

Republic Services is your low-risk, best value partner

- Reliable – 99.9% pickup rate
- Environmental Responsibility – 3200 CNG trucks nationwide
- Safer – 38% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

investment to develop the nation's first, plastics polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country. We are also investing billions of dollars into dramatic reductions in emissions attributed to landfills and fleet vehicles, through our joint venture to convert landfill gas to renewable natural gas, and our industry leading efforts to convert our fleet to electric vehicles.

Our Values

Figure 1. Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.

| Strengths of our Company | Benefits to Municipality |
|--|---|
| 99.9% On-time reliability rate | Happy community; fewer calls to city hall |
| 38% safer than industry average | Fewer incidents; safer community streets for children at play |
| Simple solutions for your community waste and recycling needs | Easy access to solutions for the growing number of waste streams |
| Recognized #15 on the 2023 Barron's list of 100 Most Sustainable Companies | Peace of mind that you have a global leader in sustainable initiatives as your partner |
| Most advanced, integrated Customer Resource Centers in the industry | Hundreds of trained agents networked together nationwide, organized in pods that focus on your market |
| Web- and smartphone-based app for easy access by community residents to relevant information | Stronger communications, and ease of alert and news dissemination |
| Robust community education and outreach | Communities educated on recycling produce less contamination and greater diversion |

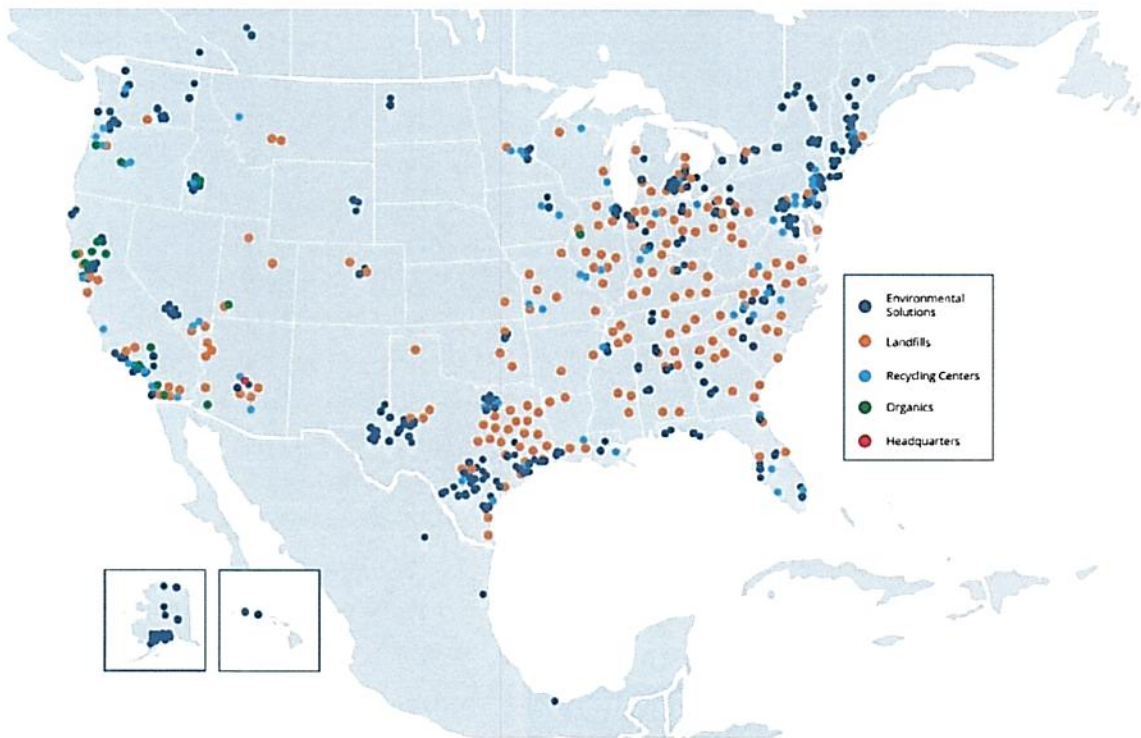
Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities.
- **Committed to Serve** – We go above and beyond to exceed our customer’s expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

the most sustainable partner for our municipalities.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as

Figure 2. Local team with a national network. Republic Services delivers essential services and Emergency Response in almost every state in North America.



Your Team

Your leadership team is knowledgeable about local collection and post-collection processing activities and is supported by the technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and work force development are some of the most comprehensive in the industry, which enables us to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

Local Leadership

For 30 years, Republic Services has partnered with municipalities, residents, and businesses in Southern Illinois to provide solid waste, recycling, yard waste, and bulky item collection services.

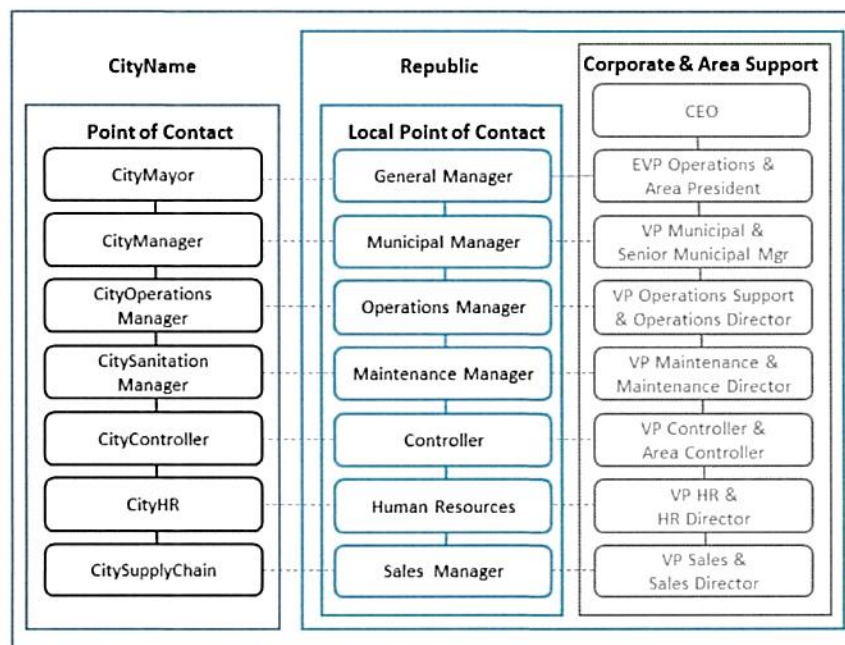
Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in your region. This allows us to quickly respond and meet your needs; all the while staying in touch with your city staff, as well as local businesses and residents. Our strong area management team allows us to effectively and efficiently drive initiatives that help

ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets.

National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters.

Figure 3. **Personal and Powerful.** Your dedicated local support backed by Republic infrastructure.



Facilities

Our facilities are engineered for safe, environmentally friendly operations. We use sustainable materials that facilitate energy and water conservation, as well as design principles to enhance employee and guest safety and comfort.

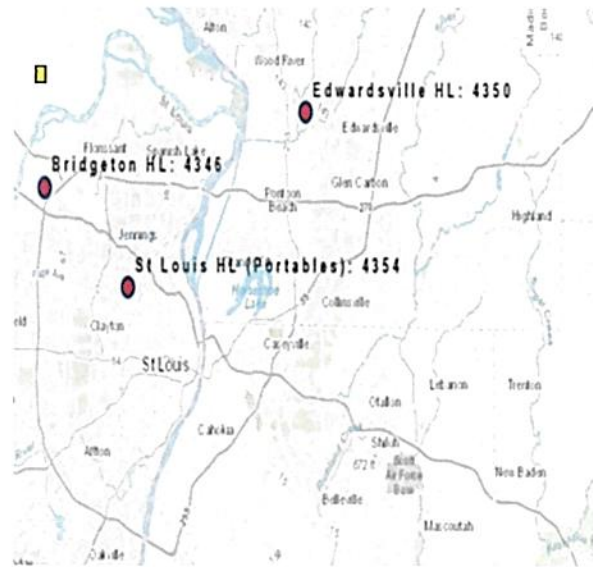
Providing outstanding environmental services to your community requires the existence of multiple types of facilities, which typically include:

- Hauling company
- Transfer station
- Recycling center
- Landfill
- Organics Processing (if applicable)
- Hazardous Material Processing and disposal (if applicable)
- Customer Services Team

It is typical that our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving your community with a 99.9% pickup reliability rate.

In some markets, transfer stations enable the efficient transfer of recycling and municipal solid waste from the collection trucks to tractor trailer trucks that can more efficiently transport the material to the appropriate post-collection facilities. A landfill can be one of the most complex facilities in our portfolio due to the

Figure 5. Local Infrastructure – Our local facilities are best located to serve your city with an eye toward sustainability.



tremendous responsibility we hold to appropriately handle the nation’s waste. All our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations.

If available, Recycling Centers are very complex facilities that are designed to receive, process, and package the various recyclable commodities that are collected in the community.

Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the

Figure 4. Facilities Serving Highland – Republic Services will serve your city with the following facilities.

| Facility Type | Address | Distance from City | No. of Employees | Hours of Operation |
|-----------------------|--|--------------------|------------------|---|
| Hauling Company | 4601 Cahokia Creek Rd, Edwardsville, IL | 22 miles | 118 | M-F 4am-6pm Saturday 4am-noon |
| Recycling Center | Northside, 6052 Byasse Dr, Hazelwood, MO | 27 miles | 140 | M-F Open 24 hours Weekends as needed |
| Landfill | 4601 Cahokia Creek Rd, Edwardsville, IL | 22 miles | 18 | M-F 5am-4:30; Saturday 5:30am-noon |
| Customer Service Team | Virtual | Virtual | 300+ | 7:30 a.m. – 5 p.m. Monday-Friday |

day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences.

Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations supervisor is responsible for the day-to-day collection duties, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers and implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded or tied to a desk. On average we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and the supervisor knows your community intimately.

On addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on route and keeps the supervisor aware and familiar with the nuances of the route and community. Few, if any other companies in the industry dedicate their operations staff to success in this manner.

Communication with the Community

In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology. Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also employ a technology known as Call-Em-All,

which is a phone-based capability for distributing operations updates when needed to customers on effected routes. Residents and business owners can opt in and out of this communication with options for phone, text and email for most alerts.

The expansion of our digital operations allows Republic Services to offer a feature set we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day.

Residential MSW Collection

We will service residential customers with a mixture of trucks, rear load trucks for those alley stops and an automated side loader (ASL) truck for those with curbside access. The ASL is proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver in a uniform manner, featuring our logo and company contact information.

We propose to use blue carts with black lids for residential trash collection. Residents will receive one trash cart at no charge. If a customer needs more than one trash cart, we will provide an additional cart for a fee to accommodate the customer's needs.

The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We will provide residential customers with an every other week, single-stream recycling collection services. Recycling carts

will be serviced with the same equipment and manner as residential solid waste carts.

All residential customers will be issued a blue cart with a light blue lid 95-gallon wheeled recycle cart.

Bulk Waste Collection

Republic Services will provide bulk collection for residential customers up to four times per year, with up to four items per collection.

Figure 6. Mixture of fleet to be used within the City of Highland: ASL, Rear Load and Commercial Front Load



Service Days

Republic Services will continue to provide same day service for trash, recycle and yard waste material.

Holiday Schedules

Republic Services will be closed on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. If your service day falls on one of these days, we will service you on your next scheduled service day.

Multi-Family MSW Collection

Republic Services can provide a combination of programs and services for multi-family customers, ranging from cart service like residential customers, to containerized service like commercial customers. Once defined and properly sized, multi-family customers are integrated into residential or commercial routes to provide the efficiency and reliability desired.

In all cases, Republic Services will identify the correct equipment to service multi-family complexes based on individual location and unique characteristics. If the complex requests containerized service, Republic Services can provide 2-, 4-, 6- or 8-yard capacity solid waste dumpsters or

20-, 30- or 40-yard capacity open-top roll-offs or industrial compactors.

Figure 7. Industrial, Commercial and residential containers.



Figure 8. **Customer References** – We are proud to serve these customers, and use them as references for your city.

| City | Years Served | Contact Name | Title | Phone |
|--------------|--------------|---------------|---------------|--------------|
| Edwardsville | 32 years | Eric Williams | PW Director | 618-692-7535 |
| Bethalto | 20 years | Gary Bost | Administrator | 618-377-8220 |
| Maryville | 29 years | Craig Short | Mayor | 618-345-7028 |

References

Republic Services is proud to partner with approximately 2000 municipalities across the nation. Relevant to your municipality and desired services, we offer local customers in the table above for you to contact directly for references.

We believe that excellence means being better than competitors at everything we do. We also appreciate that our customers want peace of mind knowing they are partnering with a reliable, safe and ethical company. We are very proud of our success in these areas and work diligently to maintain our positions on these prestigious lists.

Global Recognition

Figure 9. **Recognition supports our approach.** Engaged employees and leadership make Republic Services an employer of choice, and a global leader in sustainability.

| | | | |
|---|---|--|---|
|  | <p>Member of Dow Jones Sustainability Indices <small>Powered by the S&P Global CSA</small></p> | <p>BARRON'S 100 Most Sustainable Companies 2023</p> |  |
|  | <p>Sustainability Yearbook <small>Member 2023</small> S&P Global</p> | <p>2023 WORLD'S MOST ETHICAL COMPANIES™ ETHISPHERE</p> |  |

Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think. Choose. Live.®

Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state and local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Figure 10. Continually Improving Safety is Top Goal for Republic Services.

Safety

Our goal is to reduce our OSHA recordable rates by 7% year-over-year.



Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Focus 6

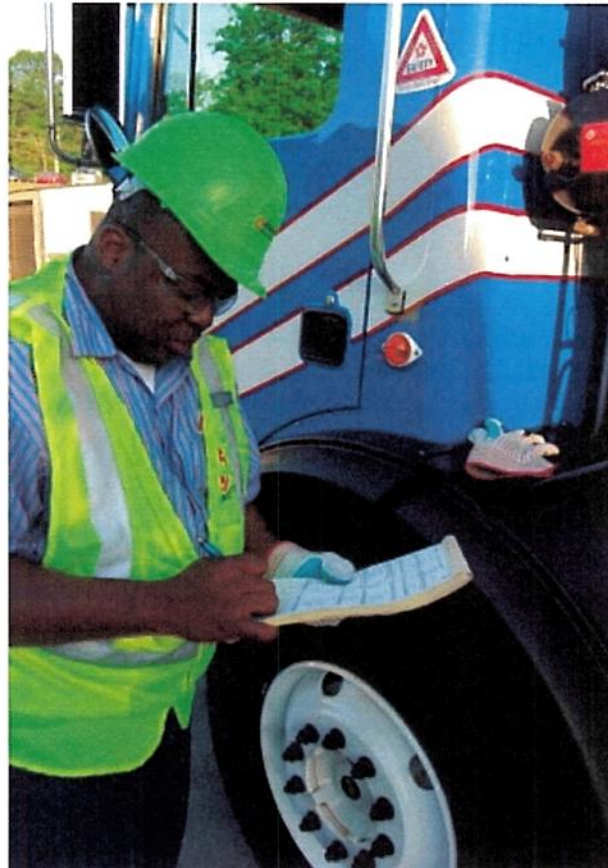
Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

OneFleet

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular operation maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

Figure 11. **Inspections.** Driver performs pre-route inspection to ensure vehicle is safe for operating.



Customer Service

Customer Access

We recognize that when customers have questions regarding scheduled service, or would like to order additional services, a speedy response is expected. We strive for first-call resolution – from call, email, mobile app, website for in-person request.

A couple years ago, Republic Services made a major commitment to further differentiate from our competitors by investing in the enhancement of the quality and reliability of our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers across the country into three state-of-the-art fully integrated Customer Resource Centers (CRC), which are networked together and have direct line access to your local team.

These facilities were selected for their location to ensure we can deliver call support for 15 hours per day (7 a.m. Eastern to 7 p.m. Pacific) on weekdays, and 5 hours on Saturday.

In addition to the call center hours, customers also can reach us 24/7 via our website, RepublicServices.com or on our app.

Figure 12. Web and Mobile App Based Simple Solutions. Customers are able to self-serve billing and common requests 24/7 using our web and mobile app offering.



Refinements to Our Approach Website

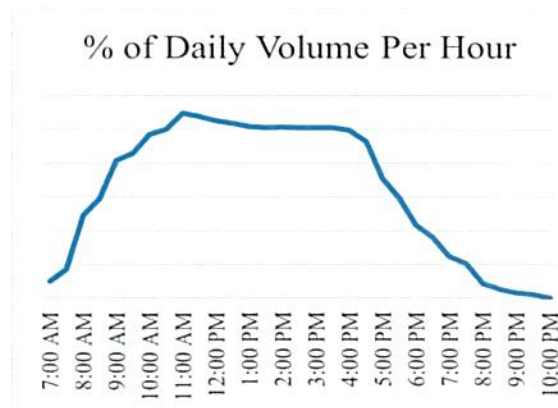
The Republic Services website is designed to be a one-stop resource for current and potential customers. Here they will find new updates, collection information and education tools. The educational program provides in-depth information for both residential and commercial customers. The programs are downloadable and can be used for outreach and environmental initiatives.

RepublicServices.com provides in-depth content specific to residential and commercial needs. Residential pages allow the user to enter their address in order to receive information specific to them, including the ability to schedule pick-up, or to identify the correct contact person with Republic Services for services requests (i.e. debris box orders, container repairs, or bulky pickups). For customers who are directly billed by Republic Services, they can inquire into billing or payment-related details. Residential customers will also find resources on recycling and environmental needs.

Customer Self-Service

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve

Figure 13 . Optimal Call Center Hours. Analysis of over 12M calls in a 12-month period shows over 90%+ of all calls occur M-F between 7:30am and 5:00pm





simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served.

For this reason, Republic Services has invested to create state-of-the-website and mobile app.

Our customers now can us 24/7 via our website, www.RepublicServices.com, or via our Republic Services mobile app.

Our self-service options are designed to improve overall response time, enabling resolutions to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can:

- Pay their bill
- Schedule an extra pick up
- Discover new services
- Receive weather and holiday service updates
- Sign up for autopay and paperless billing

- Submit inquiries or complaints
- "Track My Truck" where customers can see where a truck is currently located on route.
- Service alerts to notify residences or businesses of changes or delays. Alerts such as a blocked containers will provide a notification with a photo uploaded to the app.

Republic Services App

Our mobile app can be used to schedule a pickup, report a missed pickup, receive service notifications, search additional products and services, and much more. This app can be easily downloaded from the App Store for Apple or Google Play for Android.

Figure 14. Web and mobile based simple solutions.

Simple account management. Anytime. Anywhere.

Republic Services® gives you one simple tool to manage your recycling, waste and account needs, so you can:

- ✓ Pay your bill
- ✓ Schedule a pickup
- ✓ Report a missed pickup
- ✓ Discover new products
- ✓ Repair a container
- ✓ And more!

Visit RepublicServices.com/Account to sign up or download the app.



We'll handle it from here.™

Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact to landfills that generate renewable energy, we are **Sustainability in Action™**. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We are guardians of our environment and have a big responsibility to it.

We lead by example, working diligently to by decreasing our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and

employee growth opportunities. We are privileged to serve millions of customers across North America. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we've built our 2030 Sustainability Goals.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services' has an incident rate 38% lower than the industry average, based on OSHA recordable data.

Employees, the public, and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to

Figure 15. Our 2030 Sustainability Goals - intentionally aggressive, backed by major investments.

Our 2030 Sustainability Goals



1. SBTi is a collaboration between CDP, the United Nations Global Compact (UNGC), World Resources Institute (WRI) and the World Wide Fund for Nature (WWF)

strive to be, the safest waste services company in America.

Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level.

Republic Services' local offices are staffed with a committed team of nearly 200 professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, Highland.

Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Sustainability as a Platform for Growth

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which ultimately will transform ways in which the recyclable materials in America achieve circularity, as well as dramatic reductions in emissions attributed to landfills and fleet vehicles. Four relevant examples of this commitment and industry leadership are outlined below, and are directly related to

the third party recognition and awards that we continue to received.

Renewable Energy

Our landfills around the country safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit to the communities we serve – they're producing renewable energy.

Today, demand for renewable energy is being driven by efforts to decarbonize and reduce emissions, so our focus has shifted to production of renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, it can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with Archaea Energy to develop 39 landfill RNG projects across 19 states. This venture is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.

Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

Figure 16. **Electric Vehicle** conversion of our fleet will help drive our reduction of GhG emissions in our 2030 Sustainability Goals.



In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which position it well to serve the communities where we live and work.

Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what’s not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These “downcycled” products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the

nation’s first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center, opening in Las Vegas in 2023, will process plastics from Republic’s recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a greater volume of valuable plastics, expand the materials accepted for recycling in some communities and help support our Circular Economy goal.

Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

These important new service capabilities added to the Republic Services portfolio mean that:

- Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps.
- Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.
- Municipalities can now enjoy a single partner that can step in to support cleanups of abandoned waste, homeless

encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

Figure 17. **Emergency Response Services** – we were at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021.





Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Highland in our proposal.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Highland will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets. Our available credit (all banks) is \$2.4 billion.

Bank References

Bank of America

Attn: Confirmation Department
Reference: Republic Services Inc.
Tax ID 65-0716904
Phone: (803) 832-7770
Fax (Toll #): (900) 733-5100
Online: www.bankVOD.com

J P Morgan Chase Bank
Attn: Confirmation Credit Inquiries
PO Box 955200
Fort Worth TX 76155-2732
Reference AWIN Management, Inc.
Tax ID 76-0353318
Phone: (800) 550 8509
Fax: (817) 345-3795

Wells Fargo
Attn: Confirmation Department
Reference: Republic Services, Inc.
Tax ID 65-0716904
Phone: (540) 563-7323
Fax (Toll #) (844) 879-0544
(Audits and Credit Inquiries)
Fax: (844) 879-0416
(Routing Number and Verification Requests)

Financial information

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except

per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP.

Figure 18. Republic Services' 2021 Year Ending Consolidated Income Statement. Selected financial data. These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP (Independent Registered Public Accountants).

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF INCOME
 (in millions, except per share data)

| | Years Ended December 31, | | |
|--|--------------------------|-------------|-------------|
| | 2021 | 2020 | 2019 |
| Revenue | \$ 11,295.0 | \$ 10,153.6 | \$ 10,299.4 |
| Expenses: | | | |
| Cost of operations | 6,737.7 | 6,100.5 | 6,298.4 |
| Depreciation, amortization and depletion | 1,185.5 | 1,075.9 | 1,040.5 |
| Accretion | 82.7 | 82.9 | 81.9 |
| Selling, general and administrative | 1,195.8 | 1,053.0 | 1,091.9 |
| Withdrawal costs — multiemployer pension funds | - | 34.5 | - |
| Loss (gain) on business divestitures and impairments, net | 0.5 | 77.7 | (14.7) |
| Restructuring charges | 16.6 | 20.0 | 14.2 |
| Operating income | 2,076.2 | 1,709.1 | 1,787.2 |
| Interest expense | (314.6) | (355.6) | (392.0) |
| Loss from unconsolidated equity method investments | (188.5) | (118.2) | (112.2) |
| Loss on extinguishment of debt | - | (101.9) | - |
| Interest income | 2.5 | 5.2 | 6.4 |
| Other (expense) income, net | (0.5) | 4.1 | 6.4 |
| Income before income taxes | 1,575.1 | 1,142.7 | 1,295.8 |
| Provision for income taxes | 282.8 | 173.1 | 222.0 |
| Net income | 1,292.3 | 969.6 | 1,073.8 |
| Net income attributable to non-controlling interests in consolidated subsidiary | (1.9) | (2.4) | (0.5) |
| Net income attributable to Republic Services, Inc. | \$ 1,290.4 | \$ 967.2 | \$ 1,073.3 |
| Basic earnings per share attributable to Republic Services, Inc. stockholders: | | | |
| Basic earnings per share | \$ 4.05 | \$ 3.03 | \$ 3.34 |
| Weighted average common shares outstanding | 318.8 | 319.3 | 321.1 |
| Diluted earnings per share attributable to Republic Services, Inc. stockholders: | | | |
| Diluted earnings per share | \$ 4.04 | \$ 3.02 | \$ 3.33 |
| Weighted average common and common equivalent shares outstanding | 319.4 | 319.8 | 322.0 |
| Cash dividends per common share | \$ 1.77 | \$ 1.66 | \$ 1.56 |

Figure 19. **Republic Services' 2021 Year Ending Consolidated Balance Sheet.**
Selected financial data.

| REPUBLIC SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in millions, except per share data) | | December 31, 2021 | December 31, 2020 |
|---|----|----------------------|----------------------|
| ASSETS | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ | 29.0 | \$ 38.2 |
| Accounts receivable, less allowance for doubtful accounts and other of \$38.5 and \$34.7, respectively | | 1,271.4 | 1,091.3 |
| Prepaid expenses and other current assets | | 410.4 | 392.3 |
| Total current assets | | 1,710.8 | 1,521.8 |
| Restricted cash and marketable securities | | 139.0 | 149.1 |
| Property and equipment, net | | 9,232.1 | 8,726.2 |
| Goodwill | | 12,826.0 | 12,046.4 |
| Other intangible assets, net | | 259.5 | 173.1 |
| Other assets | | 787.6 | 817.4 |
| Total assets | \$ | <u>24,955.0</u> | <u>\$ 23,434.0</u> |
| LIABILITIES AND STOCKHOLDERS' EQUITY | | | |
| Current liabilities: | | | |
| Accounts payable | \$ | 910.0 | \$ 779.0 |
| Notes payable and current maturities of long-term debt | | 8.2 | 168.1 |
| Deferred revenue | | 381.3 | 345.6 |
| Accrued landfill and environmental costs, current portion | | 124.5 | 114.5 |
| Accrued interest | | 62.1 | 54.6 |
| Other accrued liabilities | | 929.5 | 820.2 |
| Total current liabilities | | 2,415.6 | 2,282.0 |
| Long-term debt, net of current maturities | | 9,546.2 | 8,766.1 |
| Accrued landfill and environmental costs, net of current portion | | 1,837.7 | 1,694.7 |
| Deferred income taxes and other long-term tax liabilities, net | | 1,229.5 | 1,238.8 |
| Insurance reserves, net of current portion | | 303.9 | 281.8 |
| Other long-term liabilities | | 642.4 | 681.8 |
| Commitments and contingencies | | | |
| Stockholders' equity: | | | |
| Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued | | - | - |
| Common stock, par value \$0.01 per share; 750 shares authorized; 319.6 and 318.8 issued including shares held in treasury, respectively | | 3.2 | 3.2 |
| Additional paid-in capital | | 2,789.5 | 2,741.4 |
| Retained earnings | | 6,475.6 | 5,751.8 |
| Treasury stock, at cost; 2.4 and — shares, respectively | | (274.8) | (0.1) |
| Accumulated other comprehensive income, net of tax | | (14.6) | (12.4) |
| Total Republic Services, Inc. stockholders' equity | | 8,978.9 | 8,483.9 |
| Non-controlling interests in consolidated subsidiary | | 0.8 | 4.9 |
| Total stockholders' equity | | 8,979.7 | 8,488.8 |
| Total liabilities and stockholders' equity | \$ | <u>24,955.0</u> | <u>\$ 23,434.0</u> |

Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety- six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars, and any other items the City and the Contractor agree to recycle in the future.

Residential: All single-family, townhome and multi-family accounts receiving curbside collection services.

White Goods: Any domestic large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard and Soft Landscape Waste, soft landscape waste and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens.

Yard Waste Containers: Yard waste containers shall include:

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

Bundle: Any material allowed under the definition of "Hard Landscape Waste" such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

Yard & Organic Waste Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

3. Term

The City would prefer a term of 5 years with an option for renewal. If bidder is proposing alternative terms, please specify in the bid documents.

4. Scope of Services

Frequency of Collection: The Contractor shall provide a once a week, same-day refuse, yard waste and recyclable collection service to all single-family customers. If bidder is proposing alternative frequency of pick up for yard waste and recyclables, please specify in the bid documents.

Days of Collection: The City is currently divided into five collection routes for residential collection and non-containerized business collection: every, Monday, Tuesday, Wednesday, Thursday and Friday. Non-collection due to agreed-upon holidays or acts of God shall be the following day. The map that details the current collection schedule may be found in Attachment D. If bidder is proposing alternatives to current practices, please specify in the bid documents.

Containerized Collection: Containerized business collections, including compacted refuse are made Monday through Saturday. Containerized collection may be up to six times per week.

Hours of Collection: No refuse, recyclable materials and yard waste pickups shall be collected prior to 6:00 a.m. and no later than 6:00 p.m. The City, at its sole discretion, may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather or heavy volumes. There is no time limit on pickup for containerized businesses.

Items Collected: All Residential accounts currently receive unlimited refuse (including bulk items and white goods) collection, recycling collection of listed items and yard waste collection services. Residential accounts have the option of placing approved waste containers and bags curbside. The City of Highland also receives complimentary refuse, recycling, and yard waste collection services at all City facilities, and for all designated City events.

Special Collection: The scope of this service also includes the collection, hauling, and disposal of additional household waste collections, bulky waste items, major appliances, annual City-wide clean-up collection and Christmas tree collections.

Disposal: The Contractor shall furnish at its expense and without liability to the City, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to load, haul, and dispose of all curbside waste and recyclables within the Corporate Limits of the City for the term of the Contract. The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as

separate programs. Collected Materials shall be delivered to Disposal Facilities at the sole expense of the Contractor. Disposal Facilities must be operated lawfully and permitted properly pursuant to the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and any other applicable laws, statutes, regulations, or ordinances of government bodies.

Recyclables: All Recyclables shall be recycled regardless of the income received or cost resulting from their sale. At any point of the contract, the City may request the Contractor to provide a list of all of the facilities it utilizes to dispose of the refuse and recycling collected as part of the City's waste collection program.

5. Payment and Billing of Accounts

The City will perform billing and collection of fees from all residential and permanent trash/containerized services. Customers will be billed on a monthly basis.

Bidder will bill contractors and individual directly for temporary containers at the City approved pricing.

The City reserves the right to audit the Contractor's records as follows:

- a. The City of Highland shall have the authority to review and audit all records and receipts of the Contractor regarding this contract. The Contractor shall be given ten (10) calendar days' notice of the review or audit.
- b. The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the City of Highland.

6. Requirements applicable to all services

Reporting: The Contractor shall prepare and submit to the City of Highland reports detailing solid waste disposal, recycling, and landscape waste collection activities for the previous month, including without limitation, recycling participation rate, the amount of solid waste, recyclables or landscape waste collected. Reports shall be submitted quarterly no later than thirty (30) days following the end of the quarter.

Services to be rendered in Workmanlike Manner: The services to be rendered by the Contractor herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the City. All property which suffers damage caused by the Contractor, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner or to the City of Highland. Contractor shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear excepted. The Contractor shall replace the containers in an orderly fashion. Contractor's employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front, or side yards, or flower beds to adjoining premises without permission of the owner.

Contractor, at its expense, shall be required to develop, print and distribute to all City solid waste customers a brochure (to be submitted to, and approved by the City) that

explains the solid waste and recycling programs covered under this Request for Proposals. For all new Customers, the City will distribute the brochure establishing regular service throughout the Contract period. The brochure will be approved by the City and explain the solid waste and recycling programs covered under this Request for Proposals. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the City.

7. Insurance Requirements

Insurance: The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

Worker's Compensation

Worker's Compensation as prescribed by the laws of the State of Illinois. The Contractor shall carry (in a company authorized under the laws of the State of Illinois) a policy to protect himself against liability under the Worker's Compensation and occupational disease statutes of the State of Illinois and of the United States of America. Furthermore, the Contractor shall carry Employer's Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000). The Contractor shall, in addition, provide insurance (which shall not contribute with any insurance or other benefit purchased by the City) to protect the City, its officers, employees, agents, elected officials, board and commissions against any liability for Worker's Compensation benefits or costs associated with defending against a claim thereof by any person (except an actual direct employee of the City), arising out of or in any way related to the contracted scavenger service.

Automobile Liability Insurance

The Contractor shall carry in his own name a policy under a comprehensive form to insure the entire automobile and vehicle liability for his operations and/or arising out of the ownership maintenance or use of any motor vehicle (including non-owned vehicle licenses for use on the public streets) having limits of liability of not less than One Million Dollars (\$1,000,000) each person and One Million Dollars (\$1,000,000) each accident, for bodily injury and death liability; and One Million Dollars (\$1,000,000) each accident for property damage liability. This policy shall name the City as an additional insured as respects the operation of vehicles owned or operated by the Contractor.

General Liability

The Contractor shall carry in his own name a comprehensive liability policy to pay on behalf of the Contractor, the City, its officers, employees, agents, and elected officials, sums which they shall be legally obligated to pay for the Contractor's operations (other than automotive) with limits of at least One Million Dollars (\$1,000,000) each accident for bodily injury and death liability; and One Million Dollars (\$1,000,000) each accident for property damage liability, and a general aggregate limit of liability shall be no less than Three Million Dollars (\$3,000,000)

The Contractor shall include the City, its officers, employees, and agents named as additionally insured on any of the foregoing policies. The Contractor shall also furnish to the City a certificate of insurance attesting to the respective insurance coverage for the full term of the contract.

The City shall receive written notice of cancellation or reduction in coverage on any insurance policy within 45 days prior to the effective date of cancellation or reduction.

8. Contractor Requirements

In the event that any of the Contractor's employees is deemed by the City of Highland to be unfit or unsuitable to perform the services required under the terms of this proposal, then, upon request of the City the Contractor shall remove such employee from work within the City and replace him/her with a suitable and competent employee.

The Contractor shall maintain an office and fax, email, and telephones (with both toll free and local numbers), for the receipt of service calls or complaints from the City office, and shall be available for such calls on all working days from 8:00 a.m. to 4:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and, if the omission is verified, shall arrange for pick-up of said waste within 24 hours after the complaint is received. The Contractor shall report weekly to the City of Highland the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the City of Highland for inspection at any reasonable time.

The Contractor shall designate in writing the person to serve as agent for the Contractor and as liaison between his organization and the City of Highland.

The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, Madison County, and the City of Highland relating to the services required under the terms of this proposal, use of premises and public places and safety of persons and property.

The Contractor who is awarded the contract shall be required to make an initial, accurate count, by individual street address or area, during the first month of service under the contract, of (i) all dwelling units and (ii) all commercial and other non-residential locations to be serviced under the terms of the agreement. Annually the Contractor must provide account of the number of (i) dwelling units and (ii) commercial and other non-residential locations receiving service. This number must be provided at the anniversary date of the contract. The City shall review the count.

9. Failure to Perform - Insolvency – Non-Assignability

In the event the Contractor in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables and landscape waste as required of it herein:

- 1 The Contractor shall give immediate notice to the City of Highland of such failure in writing stating therein the reasons for such failure;
- 2 The City of Highland may then proceed with the work itself or cause such work to be undertaken by a third party, and the City of Highland shall have the right to bill the Contractor for all costs incurred by it by reason of such failure of the Contractor to perform;
- 3 At the election of the City of Highland, the Contractor shall pay said costs to the City of Highland for past services rendered which may be due and owing.

In the event that any failure or alleged failure on the part of the Contractor to collect the material herein provided to be collected and disposed of by the Contractor shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the Contractor's reasonable control, then the City of Highland, at their option, may continue to proceed according to the steps set forth in section 9-(2) and (3) above, or may terminate the contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the Contractor's performance bond or pursue such other remedies as may be available to the City of Highland by law.

In the event Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, then the contract may be terminated at the option of the City of Highland upon fifteen (15) days written notice to Contractor and in no event shall the contract be, treated as, an asset of Contractor after the exercise of said option.

In the event the Contractor cannot perform their duties, the Contractor should have a backup plan ready and contacts made to have another trash hauler continue the trash pickup during that time and have the written consent of the City of Highland. The Contractor must provide the City with the name of the backup trash hauler with this proposal.

Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

Prevailing Wage: This contract is subject to the Prevailing Wage Act (820 ILCS 130/), as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern.

The "prevailing rate of wages" will be used for work done under this contract, and the following conditions will be required:

1. Not less than the prevailing rate of wage as found by the City of Highland or the Department of Labor or determined by a court on review shall be paid to all laborers, workers, and mechanics performing work under this contract. These prevailing wages are included in this contract.
2. The Contractor and each Subcontractor shall keep accurate record showing names and occupations of all laborers, mechanics and workers employed by them on this contract, and also showing the actual hourly wage paid to each such persons.
3. The submission by the Contractor and each Subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each Subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.

4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.

The Proposal shall address all of the requirements set forth in this Request for Proposal.

10. Proposal and Pricing Options Requested

Option 1: Unlimited volumes of trash, bulk, recyclables and yard waste that are collected weekly to all residential customers. Collection rates for container services to include pricing for temporary containers. If bidder has additional container sizes please list on an additional sheet and attach to bid. (Current practice)

Option 2: Automated Collection System: The Contractor will be required to provide one waste cart and one recyclable cart to all residential customers. The Contract shall provide carts ranging in various sizes; 30 gallon to 96 gallon carts for customers to choose. Provide recyclable pricing for weekly and bi-weekly pickup. The contract will specify the practice for residential customers who consistently have more refuse than fits in a single container and the cost associated for additional containers, if any. Refuse and recyclable carts damaged or lost by the Contractor or damaged by wildlife, or damaged by normal wear and tear, shall be replaced at no charge to the customer. All carts shall be supplied by the Contractor and shall remain the property of the Contractor. If contractor is proposing alternative container sizes than are listed under the current practice, please specify in your bid.

11. Submission of Proposal

One original must be delivered to the City of Highland by the specified opening time along with

12. Alternate Bid

The City of Highland currently owns (260) rear load containers of varying sizes and (1) 10 yard, (4) 20 yard, and (7) 40 yard containers as identified on Attachment E. Bidders may include in their bid a price to purchase said containers from the City of Highland. Container inventory including excess stock is included in Attachment E. City will also make containers accessible for inspections prior to bid if needed.

13. Attachments:

| | |
|---------------|-------------------------------------|
| Attachment A: | Option 1 Pricing |
| Attachment B: | Option 2 Pricing |
| Attachment C: | Current customer count |
| Attachment D: | Current collection map |
| Attachment E: | City Owned Containers Alternate Bid |
| Attachment F: | Solid Waste Questions |

Attachment A

Option 1 Pricing:

Highland Waste Collection Rates

Residential Units: Per Month

Unlimited refuse including bulky item removal, recyclable material, and yard waste material each week other than construction material, or unacceptable materials (i.e. hazardous waste)

Non-Containerized Business Per Month

| <u>Collection Rates/Month</u> | <u>Business Container Service (Non-Compacted)</u> | | | | | | |
|-------------------------------|---|-----------|-----------|-----------|-----------|-----------|--------------------------|
| Weekly Frequency | 1x | 2x | 3x | 4x | 5x | 6x | Each Extra Pickup |
| 2 Yard Compacted Container | | | | | | | |
| 4 Yard Compacted Container | | | | | | | |
| 6 Yard Compacted Container | | | | | | | |
| 8 Yard Compacted Container | | | | | | | |

| <u>Collection Rates/Month</u> | <u>Business Container Service (Compacted)</u> | | | | | | |
|-------------------------------|---|-----------|-----------|-----------|-----------|-----------|-----------------------|
| Weekly Frequency | 1x | 2x | 3x | 4x | 5x | 6x | Each Extra Ton |
| 2 Yard Container | | | | | | | |
| 4 Yard Container | | | | | | | |
| 6 Yard Container | | | | | | | |
| 8 Yard Container | | | | | | | |
| 20 Yard Container | | | | | | | |
| 30 Yard Container | | | | | | | |
| 40 Yard Container | | | | | | | |

Pricing based on customer providing equipment (compactor) and the following limits: 20 yard=4 ton limit, 30 yard=5 ton limit, 40 yard=6 ton limit. Each extra 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 Yard Container | | Each | |
| 4 Yard Container | | Each | |
| 6 Yard Container | | Each | |
| 20 Yard Container | | Per Ton | |
| 40 Yard Container | | Per Ton | |

Attachment B
Option 2 Pricing
Automated Services

Residential Units: Per Month

Includes weekly service on one trash cart and up to three (3) bulky items once per month. Also includes bi-weekly service on recycling use a recycle cart, and yard waste collection utilizing approved container or Kraft bags. Additional carts will be available for residents with consistently higher volume.

Non-Containerized Business Per Month

| <u>Collection Rates/Month</u> | <u>Business Container Service (Non-Compacted)</u> | | | | | | |
|-------------------------------|---|-----------|-----------|-----------|-----------|-----------|--------------------------|
| Weekly Frequency | 1x | 2x | 3x | 4x | 5x | 6x | Each Extra Pickup |
| 2 Yard Compacted Container | | | | | | | |
| 4 Yard Compacted Container | | | | | | | |
| 6 Yard Compacted Container | | | | | | | |
| 8 Yard Compacted Container | | | | | | | |

If bidder has additional container sizes please list on separate sheet labeled Option 2 Pricing.

| <u>Collection Rates/Month</u> | <u>Business Container Service (Compacted)</u> | | | | | | |
|-------------------------------|---|-----------|-----------|-----------|-----------|-----------|-----------------------|
| Weekly Frequency | 1x | 2x | 3x | 4x | 5x | 6x | Each Extra Ton |
| 2 Yard Container | | | | | | | |
| 4 Yard Container | | | | | | | |
| 6 Yard Container | | | | | | | |
| 8 Yard Container | | | | | | | |
| 20 Yard Container | | | | | | | |
| 30 Yard Container | | | | | | | |
| 40 Yard Container | | | | | | | |

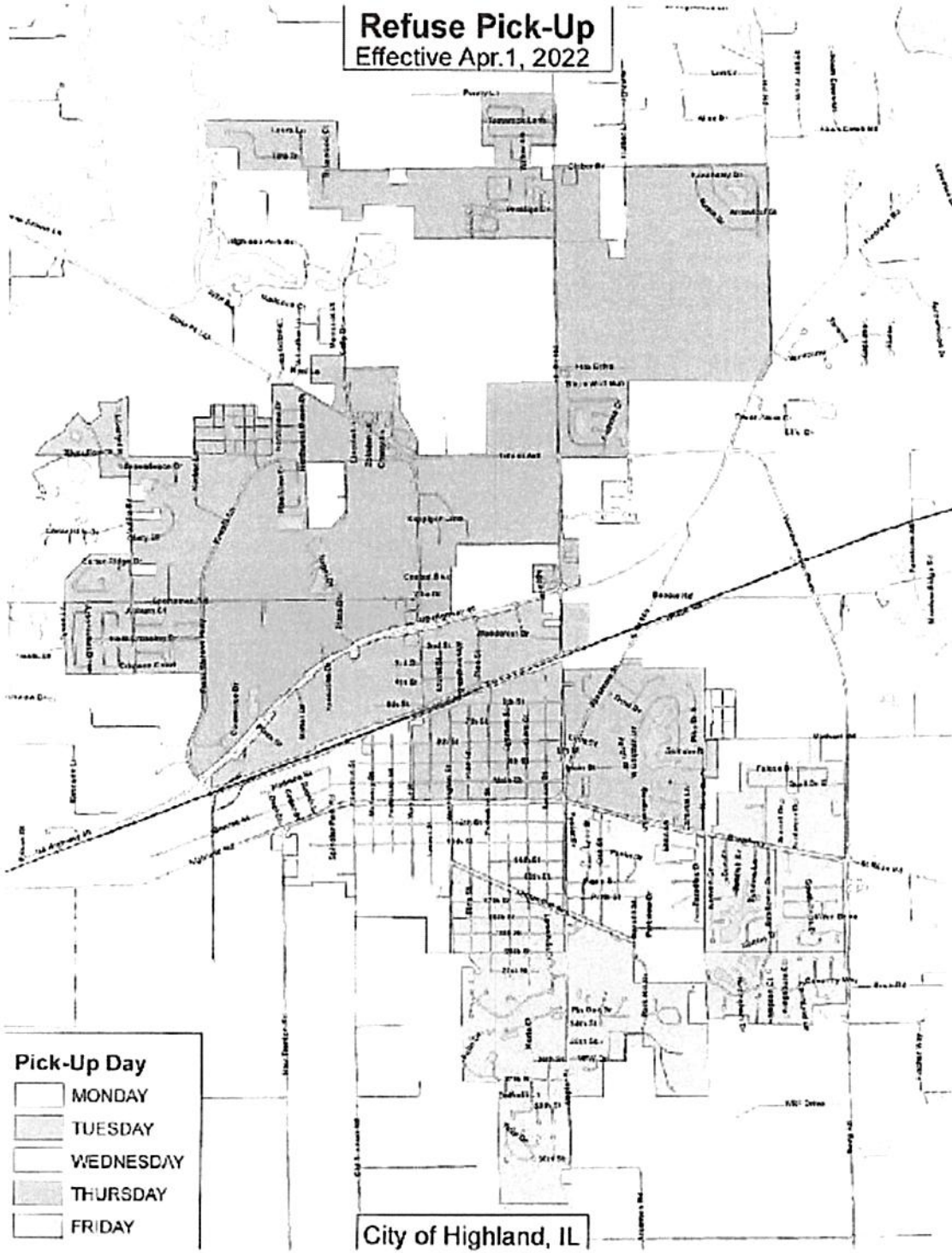
Pricing based on customer providing equipment (compactor) and the following limits: 20 yard=4 ton limit, 30 yard=5 ton limit, 40 yard=6 ton limit. Each extra ton will be added and billed at the rate above.

| Temporary Containers: (Construction & Automobile Body Parts) | | | | |
|---|-----------------|----------------------|---------|--------------------|
| Size | Delivery Charge | Empty/Removal Charge | | Rental Fee Per Day |
| 2 Yard Container | | | Each | |
| 4 Yard Container | | | Each | |
| 6 Yard Container | | | Each | |
| 20 Yard Container | | | Per Ton | |
| 40 Yard Container | | | Per Ton | |

Attachment C

| City of Highland Current Customers | | |
|---|------------------|-------|
| <u>Non-Containerized</u> | Pickup Frequency | Count |
| Residential Non-Containerized Trash | Weekly | 3890 |
| Residential Recycling | Weekly | 3890 |
| Residential Yard Waste | Weekly | 3890 |
| Non-Containerized Business | Weekly | 118 |
| <u>Containerized</u> | | |
| 1 yard | 1 per week | 11 |
| 2 yard | 1 per week | 65 |
| 2 yard | 2 per week | 16 |
| 2 yard | 3 per week | 3 |
| 2 yard | 4 per week | 1 |
| 2 yard | 6 per week | 1 |
| 3 yard | 1 per week | 3 |
| 3 yard | 5 per week | 1 |
| 4 yard | 1 per week | 32 |
| 4 yard | 2 per week | 14 |
| 4 yard | 3 per week | 5 |
| 4 yard | 4 per week | 1 |
| 4 yard | 5 per week | 2 |
| 6 yard | 1 per week | 29 |
| 6 yard | 2 per week | 21 |
| 6 yard | 3 per week | 11 |
| 6 yard | 4 per week | 2 |
| 6 yard | 5 per week | 8 |
| 6 yard | 6 per week | 3 |
| 8 yard | 1 per week | 1 |
| 8 yard | 3 per week | 3 |
| 8 yard | 6 per week | 1 |
| 20 yard | 1 | 2 |
| 40 yard | 1 | 2 |
| <u>Containerized (Compacted)</u> | | |
| 2 Yard | 1 per week | 1 |
| 4 yard | 1 per week | 1 |
| 40 yard | 1 per week | 2 |

Attachment D



Attachment E

| Alternate Bid | |
|------------------------------------|------------------------|
| City of Highland Containers | |
| <u>Container Size</u> | <u>Quantity</u> |
| 1 yard | 11 |
| | |
| 2 yard | 96 |
| | |
| 3 yard | 4 |
| | |
| 4 yard | 61 |
| | |
| 6 yard | 80 |
| | |
| 8 yard | 5 |
| | |
| 10 yard | 1 |
| | |
| 20 yard | 4 |
| | |
| 40 yard | 9 |
| | |

Alternate Bid Price: _____

City of Highland Solid Waste Services –

| | |
|--|--|
| Date | |
| Name of Business | |
| Address | |
| Contact Person | |
| Phone Number | |
| Years in Business | |
| # of Full time Equivalent Employees | |
| Number of Trash Trucks | |
| Any Defaults on Prior Contracts | |
| Do you plan to subcontract any work? If so, to whom? | |
| List 3 Service References: | |
| Name and Phone Number | |
| Name and Phone Number | |
| Name and Phone Number | |
| List 3 Credit References: | |
| Name and Phone Number | |
| Name and Phone Number | |
| Name and Phone Number | |
| | |

Attachment F Continued

| | |
|--|--|
| Will each residence be service the same day for all 3 collections? | |
| Are there other options for pickup schedules? Yard waste pickup only from Apr – Nov or Recycling done twice a month? | |
| Could recycling be offered to commercial non-containerized? | |
| Is this proposal for automated service with polycarts? If yes, who supplies the polycarts? | |
| Size of polycarts for trash | |
| Size of polycarts for recycling | |
| Size of polycarts for yard waste | |
| Are smaller polycarts available for the elderly? | |
| Is this proposal for rear load service? | |
| Where is Solid Waste / Trash taken? | |
| Where is Recycling taken? | |
| Where is Yard Waste taken? | |
| Do you use refuse stickers? And what are they for? | |
| What date can your company begin servicing Highland? | |
| | |



REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE SERVICES

NOTICE TO PROPOSERS

The City of Highland is seeking proposals for the collection of residential and commercial solid waste, recycling, and yard waste. The proposal deadline is **September 26, 2023** at 10:00a.m. Proposals shall be submitted to:

**City of Highland
Attn: City Manager
12990 Troxler Ave
Highland, IL 62249**

An electronic version of the proposal is available on the City of Highland's website at www.highlandil.gov

Proposals are to be sealed and marked "**Solid Waste Services RFP**"

The City of Highland reserves the right to accept or reject any or all Proposals; waive any informalities in the proposals and to accept the proposal deemed to be in the best interest of the City of Highland.

City Contact:
Christopher Conrad
City Manager
618-654-9891

1. General

The City of Highland (the "City"), a community of 9,991 residents, located in Madison County, Illinois is seeking one qualified and responsible company to provide refuse, recycling and yard waste collection services to all residential, commercial, and industrial customers located inside the Highland City limits. The City estimates approximately 4,200 units to be served.

The City seeks a Contractor who can provide the services described in this Request for Proposal at a reasonable cost in a clean, courteous and well executed manner with uninterrupted and continuous service. The goal of the City is to maintain its current level of solid waste services, while exploring enhanced service options as described in the Request for Proposals (RFP).

2. Definitions

Bulk Waste Items: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances not containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls). "White goods" exceeding fifty (50) pounds in total weight also fit into this category.

Curbside: A position immediately behind the curb and within the parkway used for the collection of refuse, yard waste, and recycling containers.

Refuse: All discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example: "yard-waste").

Refuse Containers: Refuse containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled. These are our current requirements, if bidder is proposing alternative sizes with automation, please specify in bid documents.

Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Jackie Heimburger, Director of Support Services

SUBJECT: Recommendation on Solid Waste RFP

DATE: September 27, 2023

The City of Highland just completed a RFP for Solid Waste Services. The City of Highland only received one proposal, which was from Republic Services our current provider. In the request for proposal the City provided an option to keep our current services. Republic Services provided no bid for this option and only bid option 2 which was automation. In their proposal they indicate that 60% of the City will move to automation while the other 40% will continue alley collection using rear load trucks. The 40% of the residents who will be using the rear load service will be residents who currently have alley pickup. Republic Services will issue all residential customers' two (2) 95 gallon trash carts; one (1) for trash and one (1) for recycling. Residential customers who have alley pickup will also be required to use the 95 gallon trash carts provided by Republic Services. In the proposal trash will be picked up weekly along with yard waste and recycling will be picked up every other week utilizing our current schedule for pickup days.

Republic Services will allow residential customers to schedule up to 4 bulk collections per year, limited to 4 items per collection. If the residents require additional bulk pickup they can request an additional 4 bulk collections for a fee of \$50.00.

In year one of the contract Republic Services will work with the residential and commercial customers to convert them to automation. Commercial customers will be converted over to front load dumpsters. They have a target date of completion for the residential and commercial conversion to be October 31, 2024.

Rates that were passed by the City Council on August 21, 2023 will remain unchanged. A customer will pay \$30 per month for residential service and a commercial non-containerized customer will pay \$46 per month.

After reviewing the proposal, I recommend that the City approve the proposal from Republic Services for a 5 year term effective November 1, 2023 to October 31, 2028. In the proposal there was also an option to purchase our City owned dumpsters. I recommend that the City accept their bid of \$75,000 to purchase all City owned dumpsters.

**CITY OF HIGHLAND
BID TABULATION SHEET**

BID OPENING: Date: September 26, 2023
 Time: 10:00am
 Item/Project Description: Solid Waste Request for Proposal 2023
 Place: Public Safety Building

Page 1
Bidder

| | | | | | |
|------------------------------------|---|--|--|--|--|
| | Republic services | | | | |
| Item / Proposal Description | | | | | |
| Bid | | | | | |
| Attachment A Option 1 Pricing | | | | | |
| Attachment B Option 2 Pricing | \$27.99 per mo \$45.32 per mo See option B - attached | | | | |
| Attachment E Alternate Bid | See option E - attached | | | | |
| Attachment F Solid Waste Questions | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

BID OPENER: Justin Adams

BID RECORDER: Max [Signature]



Attachment E

| Alternate Bid | |
|-----------------------------|----------|
| City of Highland Containers | |
| Container Size | Quantity |
| 1 yard | 11 |
| 2 yard | 96 |
| 3 yard | 4 |
| 4 yard | 61 |
| 6 yard | 80 |
| 8 yard | 5 |
| 10 yard | 1 |
| 20 yard | 4 |
| 40 yard | 9 |

Alternate Bid Price:

\$75,000

Attachment F



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Jeff Voss, Resident Engineer
On behalf of Joe Gillespie, Director of Public Works

DATE: September 28, 2023

SUBJECT: Roof Replacement Water Treatment Plant, PW-04-23
Recommendation for Award

RECOMMENDATION

I recommend that you request council approval to award a contract to Joiner Sheet Metal and Roofing in Highland, Illinois for \$129,000.00.

DISCUSSION

We opened bids on September 28, 2023. We will be accepting a base bid of \$103,000.00 for roof repairs on three buildings at the Water Treatment Plant. Two alternate bids will be accepted as well. One for \$12,000.00 to install ladders on two buildings to make access safer, and one for \$14,000.00 to apply a coating on one of the repaired roofs to extend the life of the roof. See the bid tabulation for details.

FISCAL IMPACT

The project is budgeted in the water funds.

CONCURRENCE

Recommended by: _____
Jeff Voss, Resident Engineer

Approved by: _____
Christopher Conrad, City Manager



Project #: 23-1119

CLIENT:

City of Highland
1113 Broadway
Highland, IL 62249

PROJECT:

Roof Replacement WTP PW-04-23
3035 Highland Park Rd.
Highland, IL 62249

Bid Date: 9/28/2023

Project Manager:
Chad Waters

| | Lakeside Roofing | Shay Roofing | Joiner Sheet Metal & Roofing | W. James Taylor Inc. | Martin Roofing |
|---|------------------|---------------|------------------------------|----------------------|----------------|
| Days to Start | 60 | 60 | TBD | 30 | 60 |
| Days to Complete | 30 | 20 | TBD | 8 | 90 |
| Base Bid | \$164,344.00 | \$175,985.00 | \$103,000.00 | \$142,189.00 | \$118,210.00 |
| Base Bid - Section 1 | \$83,664.00 | \$91,878.00 | \$68,150.00 | \$75,081.00 | \$73,460.00 |
| Base Bid - Section 2 | \$60,680.00 | \$91,957.00 | \$28,090.00 | \$53,559.00 | \$36,000.00 |
| Base Bid - Section 3 (Repairs only) | \$20,000.00 | \$12,150.00 | \$6,760.00 | \$13,549.00 | \$8,750.00 |
| Alternate Bid #1 (Ladders on Section 2 & 3) | | \$15,386.00 | \$12,000.00 | \$14,679.00 | \$15,800.00 |
| Alternate Bid #2 (Coating on Section 3) | | \$32,270.00 | \$14,000.00 | \$19,554.00 | \$17,000.00 |
| Total (Base + All Alternates) | \$164,344.00 | \$223,641.00 | \$129,000.00 | \$176,422.00 | \$151,010.00 |
| Unit Pricing | | | | | |
| Metal Decking | \$15.00 | \$11.00 | \$9.00 | \$27.00 | \$12.00 |
| Wood Decking | \$15.00 | \$4.50 | \$7.50 | \$5.75 | \$9.00 |
| Wood Blocking | \$5.00 / Foot | \$6.00 / Foot | \$8.00 | \$7.25 | \$10.00 |
| Retrofit Drain | \$950.00 | \$600.00 Each | \$900.00 Each | N/A | \$960.00 Each |
| Rofer / hour | \$104.50 | \$105.00 | \$110.00 | \$115.00 | \$110.00 |
| Sheet Metal / hour | \$104.50 | \$110.00 | \$110.00 | \$100.00 | \$115.00 |
| Material & Equip / P&O | 20% | 15% | 15% | 15% | 15% |
| Bid Bond | Yes | Yes | Yes | Yes | Yes |
| Insurance | | | | | |
| Addenda Acknowledge | Yes (2) | Yes (2) | Yes (2) | Yes (2) | Yes (2) |

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
COMMERCIAL REAL ESTATE OPTION CONTRACT AND
COMMERCIAL REAL ESTATE SALES CONTRACT
WITH ERNST IBERG FARM, LLC
FOR RIGHT-OF-WAY FOR ROADS, INFRASTRUCTURE,
AND OTHER PUBLIC PURPOSES**

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 has authority, pursuant to 65 ILCS 5/11-61-3, to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase; and

WHEREAS, City has authority, pursuant to Sec. 11-76.1-1, by ordinance adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office:

- (i) To purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase.

and

WHEREAS, City intends to purchase an option for real estate from Ernst Iberg Farm, LLC (“Ernst Farm”) for \$40,000.00 for right-of-way to construct roads and other infrastructure (*see Exhibit A*); and

WHEREAS, City intends to purchase real estate from Ernst Farm for \$398,829.00 for right-of-way to construct roads and other infrastructure (*see Exhibit A*); and

WHEREAS, the terms of the option and real estate purchase are as follows:

1. purchase price: \$398,829.00
2. option to be subtracted at closing: \$40,000 (option to be exercised by January 31, 2028)
3. purchase price at closing: \$358,829.00

(*see Exhibit A*); and

WHEREAS, City has determined it necessary to purchase the option and real estate for the public purposes of building roads and other infrastructure (*see Exhibit A*); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the option and real state, 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 option and real estate, 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 option and real estate, 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 OPTION CONTRACT AND COMMERCIAL REAL ESTATE SALES CONTRACT

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

THIS REAL ESTATE OPTION CONTRACT AND 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 ERNST IBERG FARM, LLC ("Seller") and CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION ("Purchaser").

A. REAL ESTATE OPTION CONTRACT

THIS PURCHASE OPTION AGREEMENT is made and entered into the ____ day of ____, 2023, by and between Seller and Purchaser.

- 1. Consideration and Grant of Option.** In consideration of the payment of **forty thousand dollars and no cents (\$40,000.00)** to the Seller from the Purchaser, Seller hereby grants to the Purchaser the sole and exclusive right and option 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 more particularly described in **Exhibit A**, and shown on **Exhibit B** (the "Property") (the "Property Option"). In the event the Property Option is exercised, the above-recited consideration shall be applied against and be considered part of the purchase price.
- 2. Exercise of Option.** This Property Option may be exercised by the Purchaser at any time prior to January 31, 2028, with the exact date and time for closing to be agreed to by the Parties. Should either party need an extension of time for the Property Option, said extension shall not be unreasonably withheld, but both Parties must agree to the extension in writing and prior to the expiration of the Property Option. This Property Option may be exercised by Purchaser at any time on or before 6:00 PM on January 31, 2028, by depositing written notice to such effect in the United States mail to Seller, sending an email to Seller, or hand-delivering said notice to Seller. Notice delivered to Seller's lawyer will also be deemed proper notice and a valid exercise of the Property Option.
- 3. Purchase Price.** The purchase price for the Property more particularly described in **Exhibit A**, and shown on **Exhibit B**, is **three hundred ninety-eight thousand eight hundred and twenty-nine dollars and no cents (\$398,829.00)**. As stated above, the **forty thousand dollars and no cents (\$40,000.00) Property Option payment** will be applied to the total amount paid at closing for a difference and final payment of: **three hundred fifty-eight thousand eight hundred and twenty-nine dollars and no cents (\$358,829.00)** for the Property.

4. **Property Option Terms and Conditions.** Other relevant terms and conditions stated in the "Real Estate Sales Contract" relating to the Property or Property Option are adopted as if fully stated herein.

B. REAL ESTATE SALES CONTRACT

Should Purchaser satisfy the terms and conditions of the Property Option stated *supra*, this Real Estate Sales Contract shall control the terms and conditions of the sale of the Property to Purchaser by Seller.

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 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 **three hundred ninety-eight thousand eight hundred and twenty-nine dollars and no cents (\$398,829.00)**. As stated above, the **forty thousand dollars and no cents (\$40,000.00) Property Option payment** will be applied to the total amount paid at closing for a difference and final payment of: **three hundred fifty-eight thousand eight hundred and twenty-nine dollars and no cents (\$358,829.00)** for the Property, 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.

SELLER AND PURCHASER AGREE TO EACH PAY 50% OF ALL OTHER REMAINING "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 reasonably related to the condition of 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 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 (with any extension of time not unreasonably withheld) from the date of the Property Option submission, 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 (Highland, IL), 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: Ernst Iberg Farm, LLC
Carl Ernst
145 Meadow Pond Lane
Little Meadows, PA 18830

Telephone: 570-623-4809
Email: cernst@cableracer.com

With copy to: Christopher W. Byron
Byron Carlson Petri & Kalb, LLC
411 St. Louis St.
Edwardsville, IL 62025
618-655-0600

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.

- j. Crop Damage Payments: In addition to the Purchase Price, Purchaser shall pay for all crop damage resulting from Purchaser or Purchaser's agent's investigation of or damage to any crop at the Property. The Crop Damage Payment shall be calculated by paying the Seller the number of acres damaged multiplied by the average total income yield of Seller and/or Seller's Tenant Farmer over the course of the prior 2-3 years ("Crop Damage Payment"). The Crop Damage payment shall be paid at closing or within 30 days thereafter if crop damage occurs during the "Farming Rights Period".

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:

Ernst Iberg Farm, LLC
145 Meadow Pond Lane
Little Meadows, PA 18830

Carl R. Ernst, Manager
Lori K. Darcy, Manager

By: *Carl Ernst*

Date: Sep 27, 2023

By: *Lori Darcy*
Lori Darcy (Sep 27, 2023 22:20 EDT)

Date: Sep 27, 2023

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

Parcel 5
Right of Way Dedication of Bellm Road and Iberg Road
County: Madison
Owner: Kathleen Ernst
Parcel: 01-1-24-10-00-000-007

Part of the West Three-Eighths of the Northwest Quarter of the Southwest Quarter of Section 10, Township 3 North, Range 5 West of the third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the northwest corner of the said Quarter-Quarter Section; thence on an assumed bearing of North 89 degrees 03 minutes 43 seconds East on the north line of said Quarter-Quarter Section, 40.01 feet; thence South 07 degrees 11 minutes 43 seconds East, 220.00 feet; thence South 20 degrees 00 minute 36 seconds East, 210.00 feet; thence South 10 degrees 26 minutes 09 seconds East, 170.00 feet; thence South 03 degrees 45 minutes 35 seconds West, 200.00 feet; thence South 13 degrees 58 minutes 57 seconds West, 400.00 feet to the existing east right of way line of Iberg Road; thence South 01 degree 58 minutes 46 seconds East on said east right of way line, 131.73 feet to the northerly line of a tract of land described in the deed to Richard L. Bircher and Janis Bircher, as recorded in the Recorder's Office of Madison County, Illinois as Document Number 2014R41792; thence South 89 degrees 11 minutes 53 seconds West on said northerly line, 20.00 feet to the west line of said Quarter-Quarter Section; thence North 01 degree 58 minutes 46 seconds West on said west line, 1,302.54 feet to the Point of Beginning.

Said parcel contains 111,894 square feet or 2.5687 acres, more or less.

Parcel 6
Right of Way Dedication of Bellm Road and Iberg Road
County: Madison
Owner: Kathleen Ernst
Parcel: 01-1-24-09-00-000-007

Part of the South Half of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 01 degree 36 minutes 58 seconds East on the east line of said Northeast Quarter, 1,555.54 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 01 degree 36 minutes 58 seconds East on said east line, 1,093.32 feet to the south line of said Northeast Quarter; thence South 89 degrees 17 minutes 50 seconds West on said south line, 80.01 feet; thence North 01 degree 36 minutes 58 seconds West, 1,093.61 feet to a line being 210.00 feet south of and parallel with the north line of the Southeast Quarter of said Northeast Quarter; thence North 89 degrees 30

minutes 11 seconds East on said north line, 80.02 feet to the Point of Beginning.

Said parcel contains 87,477 square feet or 2.0082 acres, more or less.

Proposed Right of Way
City of Highland Sewer Plant
County: Madison
Owner: Kathleen Ernst
Parcel: 01-1-24-09-00-000-007

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Northeast Quarter; thence on an assumed bearing of South 01 degree 36 minutes 58 seconds East on the east line of said Quarter-Quarter Section, 150.03 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 01 degree 36 minutes 58 seconds East on said east line, 60.01 feet; thence South 89 degrees 30 minutes 11 seconds West, 1,683.45 feet to the easterly line of a tract of land described in the deed to the City of Highland, as recorded in the Recorder's Office of Madison County, Illinois in Book 3739, Page 1628; thence North 01 degree 45 minutes 04 seconds West on said easterly line, 60.01 feet to a line being 150.00 feet south of and parallel with the north line of said Quarter-Quarter Section and it's westerly extension; thence North 89 degrees 30 minutes 11 seconds East on said line, 1,683.59 feet to the Point of Beginning.

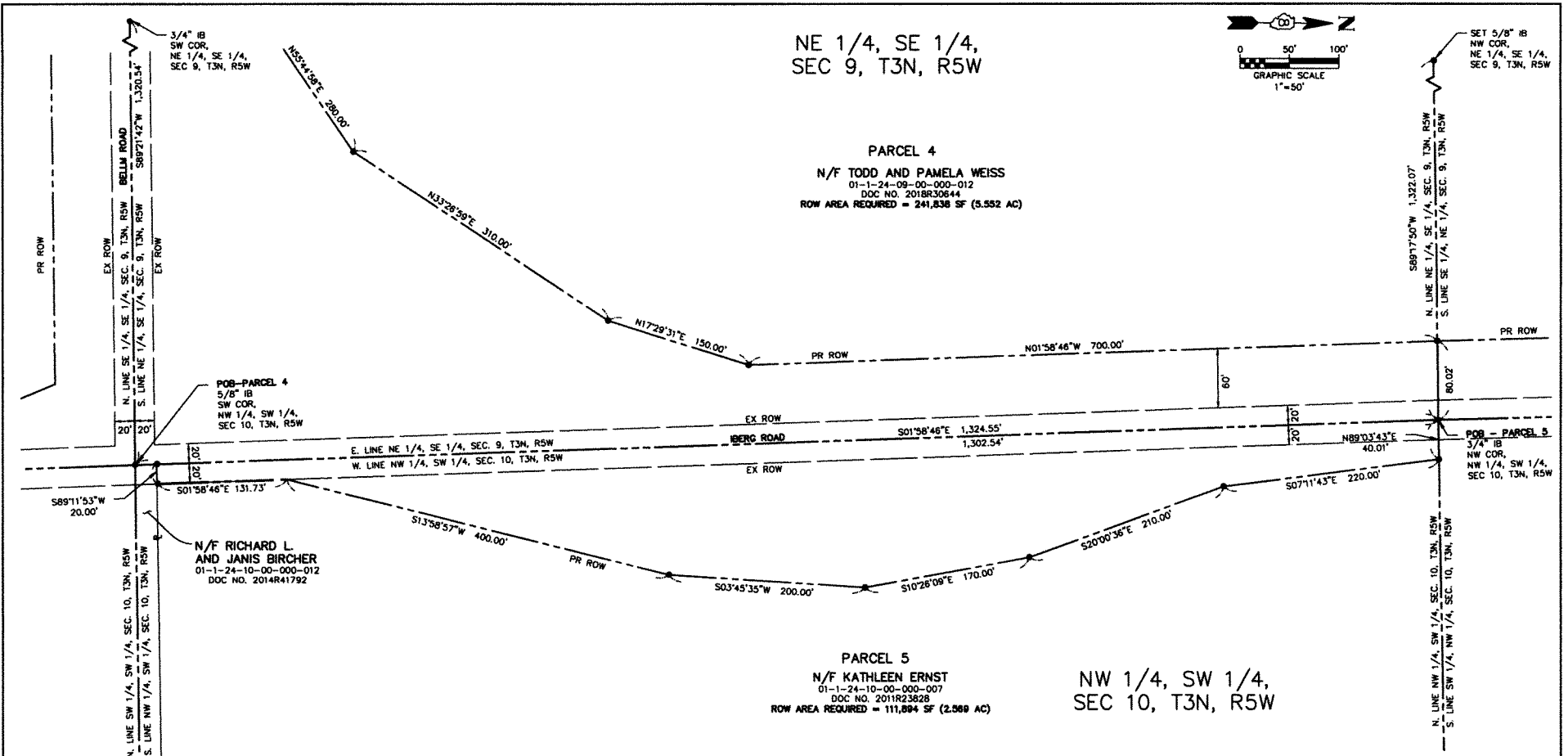
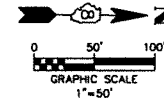
Said parcel contains 101,011 square feet or 2.3189 acres, more or less.

NE 1/4, SE 1/4,
SEC 9, T3N, R5W

PARCEL 4
N/F TODD AND PAMELA WEISS
01-1-24-09-00-000-012
DOC NO. 201BR30644
ROW AREA REQUIRED = 241,838 SF (5.552 AC)

PARCEL 5
N/F KATHLEEN ERNST
01-1-24-10-00-000-007
DOC NO. 201R23828
ROW AREA REQUIRED = 111,894 SF (2.589 AC)

NW 1/4, SW 1/4,
SEC 10, T3N, R5W



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD AND IBERG ROAD AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

LEGEND

| | | |
|---------------------------|-------|-------|
| EXISTING ROW | ===== | ▲ ST |
| PROPOSED ROW | ----- | □ CM |
| PROPERTY LINE | ----- | ■ IB |
| SECTION LINE | ----- | ○ IP |
| STONE FOUND | ----- | ● SP |
| CONCRETE MONUMENT FOUND | ----- | ● PK |
| R.O.W. MONUMENT FOUND | ----- | ○ POC |
| IRON REBAR FOUND | ----- | ○ POB |
| IRON PIPE FOUND | ----- | |
| 5/8" X 30" IRON REBAR SET | ----- | |
| COTTON PICKER SPINDLE SET | ----- | |
| PK NAIL SET | ----- | |
| POINT OF COMMENCEMENT | ----- | |
| POINT OF BEGINNING | ----- | |

KEVIN B. HEMANN, MAYOR _____ DATE _____

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD AND IBERG ROAD AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.


Steven M. Keil
STEVEN M. KEIL
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-003119
EXPIRES 11/30/2022

10/13/2022
DATE

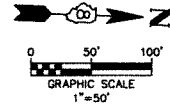


NOTES

- BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
- FIELD BOOK #431
- FIELD WORK COMPLETED SEPTEMBER 2022.

| | |
|---|---|
| RIGHT OF WAY DEDICATION PLAT BELLM ROAD/IBERG ROAD CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS | |
|  OATES ASSOCIATES | |
| 100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com | |
| DRAWN BY: <u>ARM</u> CHD BY: <u>MAN</u> DATE: <u>10/13/2022</u> | JOB NO.: <u>220003.007</u> SHEET 2 OF 3 SHEETS |

RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234



SE 1/4, NE 1/4,
SEC 9, T3N, R5W

PARCEL 6
N/F KATHLEEN ERNST
01-1-24-09-00-000-007
BK 3906 PG 1702
ROW AREA REQUIRED = 87,477 SF (2.006 AC)

STONE
NW COR,
SE 1/4, NE 1/4,
SEC 9, T3N, R5W

STONE
NW COR,
NE 1/4, NE 1/4,
SEC 9, T3N, R5W

NE 1/4,
NE 1/4,
SEC 9,
T3N, R5W

50' WIDE CITY OF
HIGHLAND ROADWAY
& UTILITY EASEMENT
BK 3027 PG 2127

SET 5/8" IB
SW COR,
SE 1/4, NE 1/4,
SEC 9, T3N, R5W

S89°17'50"W 1,322.07'
N. LINE NE 1/4, SE 1/4, SEC 9, T3N, R5W
S. LINE SE 1/4, NE 1/4, SEC 9, T3N, R5W

3/4" IB
SE COR,
SE 1/4, NE 1/4,
SEC 9, T3N, R5W

N01°36'58"W 1,093.61' PR ROW

S01°36'58"E 1,093.32' EX ROW

E. LINE SE 1/4, NE 1/4, SEC. 9, T3N, R5W
W. LINE SW 1/4, NW 1/4, SEC. 10, T3N, R5W

IBERG ROAD N01°36'58"W 503.36'

S89°03'43"W 30.00'

S17°17'40"W 215.99'

PR ROW S01°36'58"E 300.00'

1,555.54'
S01°36'58"E 1,345.50'

N/F TIM J AND MARY KAY PLOCHER
01-1-24-10-00-000-004.002
BK 4312 PG 2087

N/F LEVAN P. AND BERTHA E. PLOCHER
01-1-24-10-00-000-004.001
BK 3831 PG 1776

SW 1/4, NW 1/4,
SEC 10, T3N, R5W

PARCEL 7
N/F LEVAN P. PLOCHER ET AL.
01-1-24-10-00-000-004
DOC NO. 2004R61639
ROW AREA REQUIRED = 43,248 SF (0.993 AC)

NW 1/4,
NW 1/4,
SEC 10,
T3N, R5W

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RIGHT OF WAY DEDICATION PLAT OF BELLM ROAD AND IBERG ROAD AS SURVEYED AND STAKED FOR THE CITY OF HIGHLAND, ILLINOIS. THE RIGHT OF WAYS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

KEVIN B. HEMANN, MAYOR

DATE

LEGEND

- EXISTING ROW
 - PROPOSED ROW
 - PROPERTY LINE
 - SECTION LINE
 - STONE FOUND
 - CONCRETE MONUMENT FOUND
 - R.O.W. MONUMENT FOUND
 - IRON REBAR FOUND
 - IRON PIPE FOUND
 - 5/8" X 30" IRON REBAR SET
 - COTTON PICKER SPINDLE SET
 - PK NAIL SET
 - POINT OF COMMENCEMENT
 - POINT OF BEGINNING
- ST
 - CM
 - IB
 - IP
 - SP
 - PK
 - POC
 - POB

NOTES

1. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011)-WEST ZONE (GPS OBSERVATIONS).
2. FIELD BOOK #431
3. FIELD WORK COMPLETED SEPTEMBER 2022.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF BELLM ROAD AND IBERG ROAD AS SURVEYED AND STAKED BY OATES ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NO. 184-001115, FOR THE CITY OF HIGHLAND, ILLINOIS.

Steven M. Keil
STEVEN M. KEIL
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 035-003119
EXPIRES 11/30/2022

10/13/2022
DATE



STONE
NE COR,
SW 1/4, NW 1/4,
SEC 10, T3N, R5W

IB W/ CAP
NE COR,
SW 1/4, NW 1/4,
SEC 10, T3N, R5W

RIGHT OF WAY DEDICATION PLAT
BELLM ROAD/IBERG ROAD
CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS

100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200
www.oatesassociates.com

OATES ASSOCIATES

Drawn By: ARM
CWD By: MAN
Date: 10/13/2022

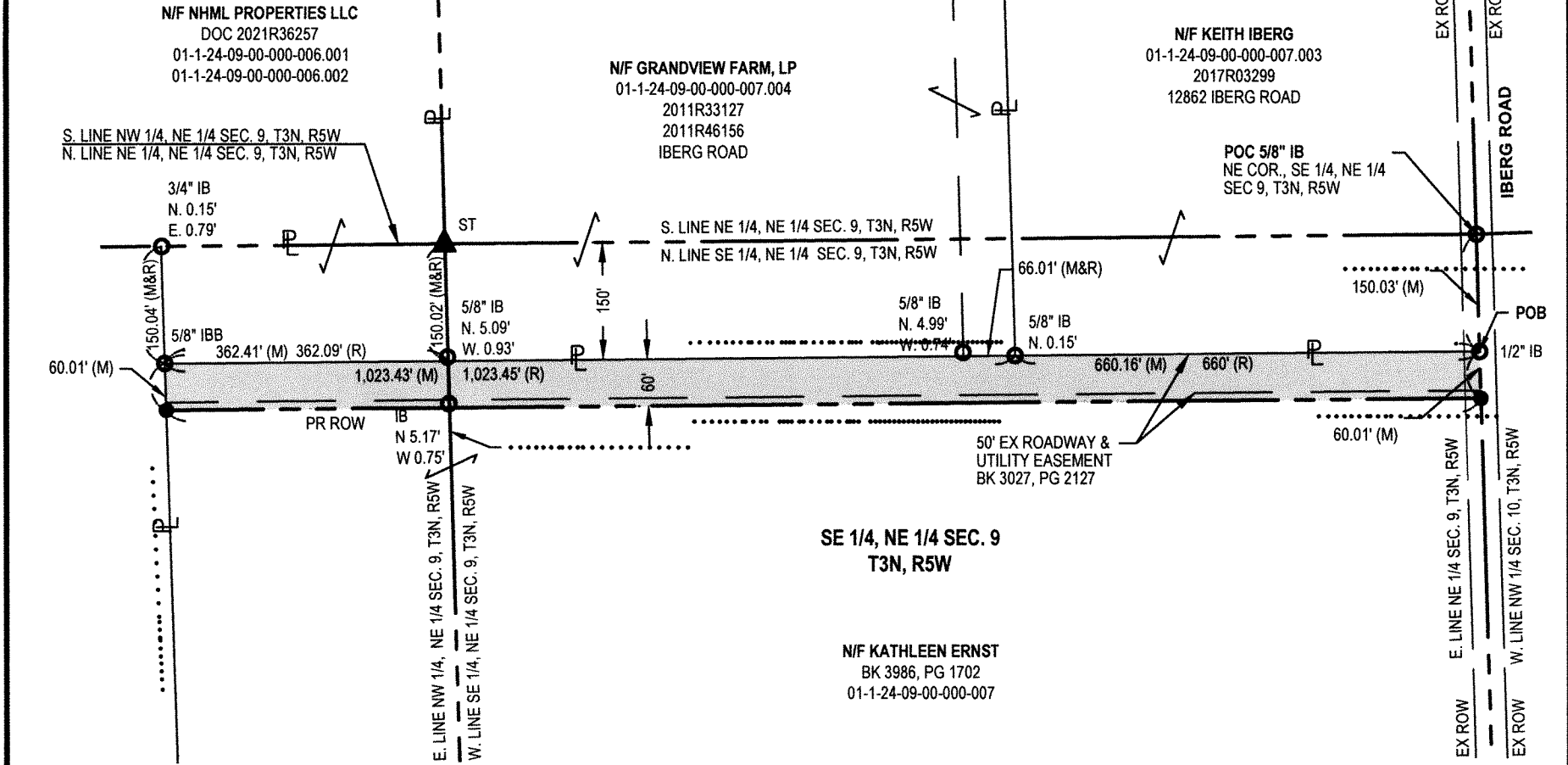
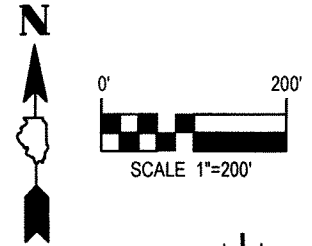
JOB NO.: 220003.007
SHEET 3 OF 3 SHEETS

RETURN TO: OATES ASSOCIATES, 100 LANTER COURT, SUITE 1, COLLINSVILLE, IL 62234

LEGEND

- PROPERTY LINE
- SECTION LINE
- PROPOSED ROW LINE
- EX ROW LINE
- POC** POINT OF COMMENCEMENT
- POB** POINT OF BEGINNING
- PROPOSED RIGHT OF WAY

- ST FOUND STONE
- IB FOUND IRON BAR
- IBB FOUND IRON BAR BENT
- FOUND CONCRETE MONUMENT
- FOUND RIGHT OF WAY MARKER
- SET 5/8" X 30" IRON REBAR W/ CAP
- (M) MEASURED
- (R) RECORD



| |
|-------------------------------|
| PROPOSED USE: RIGHT OF WAY |
| AREA OF TRACT |
| |



OATES
ASSOCIATES

100 Lanter Court, Suite 1
Collinsville, IL 62234
618.345.2200
www.oatesassociates.com

Collinsville St. Louis Belleville St. Charles

ILLINOIS DESIGN FIRM LICENSE NO.: 164.001115

RIGHT OF WAY
SEWER PLANT
CITY OF HIGHLAND, IL

| |
|----------------------------|
| PROJECT NO.: 220003.007 |
| DATE: 8/31/2022 |
| REVISION: |

EXHIBIT:
A










Option Contract - For Signature

Final Audit Report

2023-09-28

| | |
|-----------------|--|
| Created: | 2023-09-27 |
| By: | Jami Miller (jlm@bcplaw.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAACuNytOJFRg4ps7g_iqcVVWZ2VaEK13e4 |

"Option Contract - For Signature" History

-  Document created by Jami Miller (jlm@bcplaw.com)
2023-09-27 - 9:01:06 PM GMT- IP address: 96.35.194.170
-  Document emailed to Carl Ernst (cernst@cableracer.com) for signature
2023-09-27 - 9:01:51 PM GMT
-  Document emailed to lkdarcy@yahoo.com for signature
2023-09-27 - 9:01:51 PM GMT
-  Email viewed by lkdarcy@yahoo.com
2023-09-28 - 1:47:34 AM GMT- IP address: 24.194.218.207
-  Email viewed by Carl Ernst (cernst@cableracer.com)
2023-09-28 - 1:57:38 AM GMT- IP address: 74.118.29.162
-  Document e-signed by Carl Ernst (cernst@cableracer.com)
Signature Date: 2023-09-28 - 2:07:03 AM GMT - Time Source: server- IP address: 74.118.29.162
-  Signer lkdarcy@yahoo.com entered name at signing as Lori Darcy
2023-09-28 - 2:20:55 AM GMT- IP address: 24.194.218.207
-  Document e-signed by Lori Darcy (lkdarcy@yahoo.com)
Signature Date: 2023-09-28 - 2:20:57 AM GMT - Time Source: server- IP address: 24.194.218.207
-  Agreement completed.
2023-09-28 - 2:20:57 AM GMT



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

To: Honorable Mayor Hemann and City Council
From: Chris Conrad- City Manager
Date: September 28, 2023
Re: Property purchase and ROW option contract with Ernst Iberg Farm LLC

I submit for the council's approval both a purchase agreement for land around the current Water Reclamation Facility and an option contract for the purchase of ROW along Iberg Rd. for future use with the eventual southern peripheral route.

Last year we made contact with the owners of property that both borders our Water reclamation facility and Iberg Rd. We began negotiations for both the purchase of ground around the WRF and an option contract for the necessary right of way. The documents before you are the culmination of those negotiations. The ground around the WRF will allow for a doubling of the plant which should serve the citizens of Highland for many decades into the future. The ROW option contract is not only for the necessary ROW along Iberg Rd., but also converts and expands the existing Plant Rd. that serves the WRF from an easement to ROW.

We respectfully request the council's approval of these contracts.

Budget Impact: The land purchase around the WRF and the Plant Rd. expansion and conversion will be paid for with Sewer fund reserves, and the Iberg Rd. ROW will be paid for over time with NHRST funds and will be budgeted for over the next 5 years.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COMMERCIAL REAL ESTATE SALES CONTRACT WITH ERNST IBERG FARM, LLC FOR RIGHT-OF-WAY FOR ROADS, EXPANSION OF THE SEWER PLANT, INFRASTRUCTURE, AND OTHER PUBLIC PURPOSES

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 has authority, pursuant to 65 ILCS 5/11-61-3, to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase; and

WHEREAS, City has authority, pursuant to Sec. 11-76.1-1, by ordinance adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office:

- (i) To purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase.

and

WHEREAS, City intends to purchase real estate from Ernst Iberg Farm, LLC (“Ernst Farm”) for \$210,000.00 for right-of-way to construct roads, expansion of the sewer plant, infrastructure, and other public purposes (*see Exhibit A*); and

WHEREAS, City has determined it necessary to purchase the real estate for the public purposes of constructing roads, expansion of the sewer plant, infrastructure, and other public purposes (*see Exhibit A*); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the real state 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 real estate 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 real estate 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 ERNST IBERG FARM, LLC ("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: 01-1-24-09-00-000-007**, 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 **two hundred ten thousand and no cents (\$210,000.00)**, for 869,272 square feet, or 19.9557 acres, more or less, 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.

SELLER AND PURCHASER AGREE TO EACH PAY 50% OF ALL OTHER REMAINING "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 reasonably related to the condition of 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 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 (with any extension of time not unreasonably withheld) from execution of this contract by the last Party, 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 (Highland, IL), 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: Ernst Iberg Farm, LLC
Carl Ernst
145 Meadow Pond Lane
Little Meadows, PA 18830

Telephone: 570-623-4809
Email: cernst@cableracer.com

With copy to: Christopher W. Byron
Byron Carlson Petri & Kalb, LLC
411 St. Louis St.
Edwardsville, IL 62025
618-655-0600

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.

j. Farming Rights Reserved: The Seller shall retain the right to farm the Property at no cost until such time as the Purchaser commences the expansion of its waste-water treatment plant.

k. Crop Damage Payments: In addition to the Purchase Price, Purchaser shall pay for all crop damage resulting from Purchaser or Purchaser's agent's investigation of or damage to any crop at the Property. The Crop Damage Payment shall be calculated by paying the Seller the number of acres damaged multiplied by the average total income yield of Seller and/or Seller's Tenant Farmer over the course of the prior 2-3 years ("Crop Damage Payment"). The Crop Damage payment shall be paid at closing or within 30 days thereafter if crop damage occurs during the "Farming Rights Period".

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:

Ernst Iberg Farm, LLC
145 Meadow Pond Lane
Little Meadows, PA 18830

Carl R. Ernst, Manager
Lori K. Darcy, Manager

By: *Carl Ernst*

Date: Sep 27, 2023

By: *Lori Darcy*
Lori Darcy (Sep 27, 2023 22:20 EDT)

Date: Sep 27, 2023

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

New Parcel
City of Highland Sewer Plant
County: Madison
Owner: Kathleen Ernst
Parcel: 01-1-24-09-00-000-007

Part of the Northeast Quarter of Section 9, Township 3 North, Range 5 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at the southwest corner of the Southwest Quarter of said Northeast Quarter; thence on an assumed bearing of North 01 degree 43 minutes 44 seconds West on the west line of said Quarter-Quarter Section, 493.14 feet to the southerly line of a tract of land described in the deed to the City of Highland, as recorded in the Recorder's Office of Madison County, Illinois in Book 3739, Page 1628; thence North 89 degrees 30 minutes 11 seconds East on said southerly line, 963.27 feet to the easterly line of said City of Highland tract; thence North 01 degree 45 minutes 04 seconds West on said easterly line, 609.73 feet; thence North 89 degrees 30 minutes 11 seconds East, 362.22 feet to the east line of said Quarter-Quarter Section; thence South 01 degree 34 minutes 04 seconds East on said east line, 1,098.06 feet to the south line of said Quarter-Quarter Section; thence South 89 degrees 17 minutes 50 seconds West on said south line, 1,322.07 feet to the Point of Beginning.

Said parcel contains 869,272 square feet or 19.9557 acres, more or less.










Purchase Contract - For Signature

Final Audit Report

2023-09-28

| | |
|-----------------|--|
| Created: | 2023-09-27 |
| By: | Jami Miller (jlm@bcplaw.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3clfsNbJd49L-fQye_c1bK1gEHHmUtpP |

"Purchase Contract - For Signature" History

-  Document created by Jami Miller (jlm@bcplaw.com)
2023-09-27 - 9:02:53 PM GMT- IP address: 96.35.194.170
-  Document emailed to Carl Ernst (cernst@cableracer.com) for signature
2023-09-27 - 9:03:22 PM GMT
-  Document emailed to lkdarcy@yahoo.com for signature
2023-09-27 - 9:03:23 PM GMT
-  Email viewed by Carl Ernst (cernst@cableracer.com)
2023-09-28 - 2:07:37 AM GMT- IP address: 74.118.29.162
-  Document e-signed by Carl Ernst (cernst@cableracer.com)
Signature Date: 2023-09-28 - 2:08:56 AM GMT - Time Source: server- IP address: 74.118.29.162
-  Email viewed by lkdarcy@yahoo.com
2023-09-28 - 2:19:03 AM GMT- IP address: 24.194.218.207
-  Signer lkdarcy@yahoo.com entered name at signing as Lori Darcy
2023-09-28 - 2:20:05 AM GMT- IP address: 24.194.218.207
-  Document e-signed by Lori Darcy (lkdarcy@yahoo.com)
Signature Date: 2023-09-28 - 2:20:07 AM GMT - Time Source: server- IP address: 24.194.218.207
-  Agreement completed.
2023-09-28 - 2:20:07 AM GMT

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COMMERCIAL REAL ESTATE SALES CONTRACT WITH FIRST BAPTIST CHURCH OF HIGHLAND FOR RIGHT-OF-WAY FOR ROADS, SIDEWALKS, INFRASTRUCTURE, AND OTHER PUBLIC PURPOSES

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 has authority, pursuant to 65 ILCS 5/11-61-3, to purchase or lease either real estate or personal property for public purposes through contracts which provide for the consideration for such purchase; and

WHEREAS, City has authority, pursuant to Sec. 11-76.1-1, by ordinance adopted by an affirmative vote of two-thirds of the elected corporate authorities then holding office:

- (i) To purchase or lease real or personal property for public purposes pursuant to contracts or leases which provide for the consideration for such purchase.

and

WHEREAS, City intends to purchase real estate from the First Baptist Church (“Baptist Church”) for \$30,000.00 for right-of-way to construct roads, sidewalks, infrastructure, and other public purposes (*see Exhibit A*); and

WHEREAS, City has determined it necessary to purchase the real estate for the public purposes of constructing roads, constructing sidewalks, infrastructure, and other public purposes (*see Exhibit A*); and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to purchase the real state 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 real estate 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 real estate 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 THE FIRST BAPTIST CHURCH OF HIGHLAND ("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:** 01-1-24-09-00-000-008.002, and more particularly described in **Exhibit A**, and shown on **Exhibit B** (the "Property").
- II.** **Purchase Price, Payment and Stipulations.** The purchase price ("Purchase Price") for the Property is thirty thousand dollars (**\$30,000.00**), which shall be paid as follows, and with the following stipulations:

 - 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.
 - b.** **Stipulations.** 1) City agrees to pay to move the electric sign in front of Seller's building; 2) In the street and sidewalk design, City will avoid the memorial garden, as it currently exists in 2023, in the Northwest corner of Seller's property
- 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: The First Baptist Church of Highland
2709 Poplar Street
Highland, IL 62249

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:

**The First Baptist Church of Highland
2709 Poplar Street
Highland, Illinois 62249**

By: _____

Date: _____

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



| Check No. | Vendor/Employee | Transaction Description | Date | Amount |
|---|---|---|------------|------------------|
| Fund: 001 General Fund | | | | |
| Department: 000 Balance Sheet Accounts | | | | |
| 14125 | AMAZON CAPITAL SERVICES | 1 QTY LYSOL DISINFECTANT SPRAY | 09/22/2023 | 63.49 |
| 14230 | TRIPACK, INC | Supplies for Central Purchasing | 09/22/2023 | 2,029.98 |
| Total for Department: 000 Balance Sheet Accounts | | | | 2,093.47 |
| Department: 011 General Admin | | | | |
| 14119 | Chris Conrad | 2023 IML CONFERENCE 09/20/23-09/23/23- C CONRAD | 09/19/2023 | 238.50 |
| 14126 | Ameren Illinois | NEW GAS SERVICE - CITY HALL | 09/22/2023 | 95.00 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 661.93 |
| 14163 | FRONTIER | PHONE CHARGES - GENERAL ALARM | 09/22/2023 | 48.63 |
| 14173 | Highland Area Community Foundation | 2023 GRANT BANQUET TICKETS (11 TICKETS) - 2 TABLES | 09/22/2023 | 550.00 |
| 14174 | Highland Communication Services | HCS SERVICES - CITY HALL | 09/22/2023 | 640.01 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 34.84 |
| 14182 | JOURNAL PRINTING | COMMERCIAL PRINT JOB- 25 B/W TIMESHEET NOTEPADS | 09/22/2023 | 147.00 |
| 14189 | Mastercard | ALLIANZ INSURANCE- 2023 IML CONFERENCE C CONRAD K HEMANN | 09/22/2023 | 773.90 |
| 14225 | THRYV, INC | MONTHLY PHONE LISTING 09/01/23-09/30/23 | 09/22/2023 | 36.25 |
| 14226 | TIMES TRIBUNE | LEGAL-PUBLIC NOTICE CITY OF HIGHLAND CITY COUNCIL MEETING SEPT 1 | 09/22/2023 | 18.40 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 12.96 |
| 14238 | Watts Copy Systems Inc | COPIER USAGE/LEASE LANAS COPIER | 09/22/2023 | 56.18 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 436.54 |
| Total for Department: 011 General Admin | | | | 3,750.14 |
| Department: 012 Police Dept | | | | |
| 14126 | Ameren Illinois | Utilities | 09/22/2023 | 391.66 |
| 14128 | APEX PHYSICAL THERAPY | BOESER-NEW HIRE TESTING | 09/22/2023 | 172.00 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | -676.15 |
| 14143 | Celebrite USA, Inc | YRLY LIC FEE FOR PHONE EVIDENCE SOFTWARE | 09/22/2023 | 5,875.00 |
| 14165 | Galls, LLC | HANDCUFFS | 09/22/2023 | 487.20 |
| 14174 | Highland Communication Services | PSB TV/PHONE/INTERNET | 09/22/2023 | 656.95 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 49.27 |
| 14186 | Leon Uniform Company Inc | 2 LS UNDERVEST SHIRTS | 09/22/2023 | 4,080.47 |
| 14189 | Mastercard | MONTHLY CAMERA FEE | 09/22/2023 | 704.47 |
| 14201 | O'Reilly Automotive Inc. | 4 QTY BATTERY, CORE CHARGE, CORE EXCHANGE - SIREN BATTERIES | 09/22/2023 | 542.20 |
| 14210 | Ray O'Herron Co Inc | GLOCK 19 GEN 9MM GMS MOD1 -BWYV994 | 09/22/2023 | 437.64 |
| 14212 | Reding Tire & Battery Inc | SRO CAR WATER PUMP | 09/22/2023 | 544.18 |
| 14225 | THRYV, INC. | MONTHLY PHONE LISTING 09/01/23-09/30/23 | 09/22/2023 | 45.75 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 15.24 |
| 14238 | Watts Copy Systems Inc | DETECTIVE PRINTER BASE FEE | 09/22/2023 | 39.66 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 1,337.02 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 27.34 |
| 14248 | ALLIED WASTE TRANSPORTATION INC | PD RECYCLING SERVICE (08/01/23-08/31/23) | 09/27/2023 | 45.00 |
| Total for Department: 012 Police Dept | | | | 14,774.90 |
| Department: 013 Building & Zoning | | | | |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 155.68 |
| 14163 | FRONTIER | PHONE CHARGES - B&Z | 09/22/2023 | 40.51 |
| 14189 | Mastercard | DROP BOX | 09/22/2023 | 27.98 |
| 14195 | Moran Economic Development LLC | STAFF REPORT 923 MAIN ST NOTICE & LETTERS FOR CASE SUP-0623-0023 | 09/22/2023 | 845.00 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 3.05 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 159.12 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 230.86 |
| Total for Department: 013 Building & Zoning | | | | 1,462.20 |
| Department: 014 Fire Dept | | | | |
| 14125 | AMAZON CAPITAL SERVICES | 4 QTY FINDTAPE ADHESIVE BACKED LOOP SIDEDX15 FT | 09/22/2023 | 92.68 |
| 14126 | Ameren Illinois | GAS CHARGES | 09/22/2023 | 386.26 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 38.82 |
| 14149 | Constellation NewEnergy Gas Division, LLC | GAS SERVICE | 09/22/2023 | 1.38 |
| 14188 | LOU FUSZ FORD OF HIGHLAND COMPANY | UNIT #1592 POWER SEAT WILL NOT MOVE FORWARD | 09/22/2023 | 449.00 |
| 14189 | Mastercard | HARBOR FREIGHT - GENERATOR FOR NEW LIGHT TOWERS | 09/22/2023 | 2,722.53 |
| 14215 | SIGNS & DESIGNS BY RONNIE DEIEN, LLC | 4 QTY 23X30 3MM ALUMINUM COMPOSITE SIGN LAMINATED DRY ERASE VINYL | 09/22/2023 | 380.00 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 0.76 |
| 14235 | W L CONSTRUCTION SUPPLY, INC. | 5 QTY 12' DIABLO CARBIDE TIPPED RECIP 8TPI | 09/22/2023 | 272.31 |
| 14244 | Zoll Data Systems Inc | ZOLL FIRE REPORTS- INVENTORY MODULE (PER PCR) 10/01/23-10/31/23 | 09/22/2023 | 57.09 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 272.15 |
| Total for Department: 014 Fire Dept | | | | 4,672.98 |
| Department: 017 Streets / PW Admin | | | | |
| 14126 | Ameren Illinois | Balance due - Utilities | 09/22/2023 | 61.34 |
| 14131 | Aviston Lumber Company | 2x6 Spruce Pine Fir #2, 2x10 - 12 #1 SYP | 09/22/2023 | 62.43 |
| 14135 | Broadway Battery & Tire | 2018 F150 Truck - Oil, Filter, Lube, Auto Start/Stop Disabler | 09/22/2023 | 174.92 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 272.53 |
| 14149 | Constellation NewEnergy Gas Division, LLC | GAS SERVICE | 09/22/2023 | 3.85 |
| 14158 | Essenpreis Plumbing & Htg | Truck Fill - RPZ - Back Flow Preventer | 09/22/2023 | 105.00 |
| 14160 | Fehrman Garage Doors Inc | Clopay Overhead doors Model 525S - S& A Shop | 09/22/2023 | 1,784.50 |
| 14174 | Highland Communication Services | Communication Services | 09/22/2023 | 28.00 |

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|-------|------------------------------|---|------------|--------|
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 334.05 |
| 14187 | London Shoe Shop | SAFETY BOOTS - JARED SCHROEDER | 09/22/2023 | 600.00 |
| 14189 | Mastercard | Grammarly Subscription - Joe G. PWA | 09/22/2023 | 24.00 |
| 14205 | Lonic Poettker | REIMBURSEMENT FOR CDL LICENSE | 09/22/2023 | 60.00 |
| 14209 | R P Lumber Co Inc | 12x16 Prime Lap Concrete Bender Board- not for siding | 09/22/2023 | 63.98 |
| 14218 | Spatial Connections Inc | Sewer Data Update, Custom WebMap Subscript., Field Map Workdera | 09/22/2023 | 360.97 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 5.33 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 243.66 |

Total for Department: 017 Streets / PW Admin 4,184.56

Total for Fund:001 General Fund 30,938.25

Fund: 007 Community Development Fund

Department: 007 Community Development

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|-------|------------------------------|---|------------|----------|
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 38.82 |
| 14189 | Mastercard | ZOOM.US 09/08/23-10/07/23 | 09/22/2023 | 124.66 |
| 14191 | Mettler Development LLC | SINGLE-FAMILY HOME INCENTIVE PAYMENT | 09/22/2023 | 4,000.00 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 0.76 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 51.09 |

Total for Department: 007 Community Development 4,215.33

Total for Fund:007 Community Development Fund 4,215.33

Fund: 008 Motor Fuel Tax Fund

Department: 008 Motor Fuel Tax

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|-------|--------------------------------|---|------------|----------|
| 14130 | ASPHALT SALES AND PRODUCTS INC | 3.62 ton, \$80 p/t, Tic # 458936 | 09/22/2023 | 1,377.60 |
| 14144 | Christ Bros Inc | HMA N 50 - 7.26 ton, \$75 p/t, Tic. # 87297, 87269 | 09/22/2023 | 811.50 |
| 14192 | Mike A Maedje Trucking Inc | CM7 - 62.09 ton, \$17.70 p/t, Tic.# 1965185,263,341 | 09/22/2023 | 1,098.99 |
| 14208 | Quality Testing & Eng Inc | PROJECT 23-0244-C MATTER DR- FIELD.LAB. OFFICE SERVICES | 09/22/2023 | 652.50 |

Total for Department: 008 Motor Fuel Tax 3,940.59

Total for Fund:008 Motor Fuel Tax Fund 3,940.59

Fund: 009 Parks & Rec Fund

Department: 009 Korte Rec Center

| | | | | |
|-------|---|---|------------|----------|
| 14125 | AMAZON CAPITAL SERVICES | 2 QTY EMPLOYEE PARKING ONLY SIGN | 09/22/2023 | 167.89 |
| 14137 | BUILDINGSTARS INC | Korte Rec building cleaning monthly bill | 09/22/2023 | 2,913.00 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 233.31 |
| 14149 | Constellation NewEnergy Gas Division, LLC | GAS SERVICE | 09/22/2023 | 234.03 |
| 14158 | Essenpreis Plumbing & Htg | Repair to broken shower handle and other shower repairs | 09/22/2023 | 802.19 |
| 14163 | FRONTIER | KRC phone bill | 09/22/2023 | 173.52 |
| 14174 | Highland Communication Services | KRC wifi | 09/22/2023 | 326.33 |
| 14176 | Hillyard St Louis Inc | Cleaning supplies for KRC | 09/22/2023 | 344.08 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 69.90 |
| 14189 | Mastercard | AMERICAN RED CROSS- LIFE GUARDING & WATERPARK SKILLS REVIEW | 09/22/2023 | 822.86 |
| 14203 | Pepsi | KRC CONCESSIONS SUPPLIES | 09/22/2023 | 269.90 |
| 14223 | The Kwik Konnection Printing Inc | KRC ad in the paper | 09/22/2023 | 288.00 |
| 14224 | The Shopper's Review | AD IN SHOPPERS REVIEW FOR KRC | 09/22/2023 | 207.46 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 4.57 |
| 14237 | Watts Copy Systems Inc | MONTHLY PAYMENT FOR KRC PRINTER | 09/22/2023 | 252.39 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 56.09 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 167.32 |
| 14248 | ALLIED WASTE TRANSPORTATION INC | KRC RECYCLING SERVICE (08/01/23-08/31/23) | 09/27/2023 | 15.00 |

Total for Department: 009 Korte Rec Center 7,347.84

Department: 016 Parks & Recreation

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|-------|---|--|------------|-----------|
| 14121 | ADR HIGHLAND, INC. | CO2 for Brad's Painter | 09/22/2023 | 36.95 |
| 14125 | AMAZON CAPITAL SERVICES | 1 QTY TENACITY TURF HERBICIDE 8 OZ | 09/22/2023 | 84.71 |
| 14126 | Ameron Illinois | Brad's shed gas bill | 09/22/2023 | 132.03 |
| 14133 | Bluff Equipment Inc | Kubota Maint/Repair | 09/22/2023 | 530.69 |
| 14135 | Broadway Battery & Tire | Trailer tire repair/replacement | 09/22/2023 | 456.50 |
| 14141 | BILL CAUSEY | REFUND FOR GRANT'S FARM TRIP | 09/22/2023 | 220.00 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 311.36 |
| 14145 | City Utilities | Highland Quarterback club building | 09/22/2023 | 372.05 |
| 14149 | Constellation NewEnergy Gas Division, LLC | GAS SERVICE | 09/22/2023 | 2.20 |
| 14154 | Da-Com Digital Office Solutions | MASTER ROLL FOR RISO | 09/22/2023 | 137.28 |
| 14155 | DigitalArz LLC | Silver Lake "Coming Soon" sign | 09/22/2023 | 124.45 |
| 14158 | Essenpreis Plumbing & Htg | Quarterback club Men's toilet repair | 09/22/2023 | 1,395.18 |
| 14162 | Frey Properties of Highland LLC | SENIOR CENTER LEASE PAYMENT | 09/22/2023 | 30,000.00 |
| 14163 | FRONTIER | Glirk park phone bill | 09/22/2023 | 48.63 |
| 14164 | St. Clair Service Company FS Turf Solutions | Turf supplies for parks and fields | 09/22/2023 | 1,000.25 |
| 14171 | Hediger's Backhoe Inc. | Work on dog park pump | 09/22/2023 | 1,025.00 |
| 14172 | Sharon Henss | Refund for pickleball Can no longer play | 09/22/2023 | 40.00 |
| 14174 | Highland Communication Services | Glirk Park wifi | 09/22/2023 | 16.00 |
| 14175 | HIGHLAND LADY BULLDOGS ASSOCIATION | Ad space to help the Lady Bulldogs | 09/22/2023 | 75.00 |
| 14180 | J.W. Pepper & Son Inc. | Sheet music purchase | 09/22/2023 | 657.98 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 688.39 |
| 14189 | Mastercard | US POST OFFICE | 09/22/2023 | 2,271.31 |
| 14196 | Carey Sue Mosby | Warm Springs Ranch trip refund | 09/22/2023 | 100.00 |
| 14204 | Pioneer Manufacturing Company | Paint for fields | 09/22/2023 | 4,551.07 |
| 14209 | R P Lumber Co Inc | wood for concrete pad @ public safety building for w. fountain | 09/22/2023 | 20.02 |
| 14211 | Red E Mix LLC | 4000 PSI SUMMER OUTSIDE BUCKEYE ULTRA FIBER 1 LB , LOAD CHARGE | 09/22/2023 | 302.00 |
| 14216 | Todd Skogley | Summer Lane installing inlet and piping | 09/22/2023 | 4,975.37 |
| 14220 | SUMNER ONE, INC | WCC printer monthly bill | 09/22/2023 | 60.00 |
| 14224 | The Shopper's Review | FINANCE CHARGE INV #FC 16115 | 09/22/2023 | 68.43 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 6.10 |
| 14234 | Cathy Von Rohr | Refund for YAH warm spring ranch trip | 09/22/2023 | 100.00 |
| 14240 | Cathy Weiss | Yah trip to grant's farm refund | 09/22/2023 | 110.00 |
| 14242 | Woodcrest Small Engine | Fan Blade Toro mower repair | 09/22/2023 | 115.99 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 346.98 |

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|--|---|--|--|-----------|
| 14246 | Mark Rosen | REIMBURSEMENT WAL-MART 08/26/23- HOFFMAN PARK RIBBIN CUTTING | 09/26/2023 | 15.62 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 371.97 |
| | | | Total for Department: 016 Parks & Recreation | 50,769.51 |
| Department: 503 Swimming Pool Fund | | | | |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 77.63 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 1.52 |
| | | | Total for Department: 503 Swimming Pool Fund | 79.15 |
| Department: 715 Cemetery Fund | | | | |
| 14164 | St. Clair Service Company FS Turf Solutions | Turf supplies for Cemetery | 09/22/2023 | 599.00 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 357.98 |
| | | | Total for Department: 715 Cemetery Fund | 956.98 |
| | | | Total for Fund:009 Parks & Rec Fund | 59,153.48 |
| Fund: 010 TIF #2 Northside | | | | |
| Department: 010 | | | | |
| 14195 | Moran Economic Development LLC | SITE PLANS & PREP OF TIF IMPACT PROJECTIONS- MIDWEST PROPERTY MA | 09/22/2023 | 1,062.50 |
| | | | Total for Department: 010 | 1,062.50 |
| | | | Total for Fund:010 TIF #2 Northside | 1,062.50 |
| Fund: 101 Electric Fund | | | | |
| Department: 000 Balance Sheet Accounts | | | | |
| ACH | SPRINGBROOK SOFTWARE LLC | ACH SERVICE FOR AUGUST 2023 | 09/16/2023 | 1,028.53 |
| | | | Total for Department: 000 Balance Sheet Accounts | 1,028.53 |
| Department: 101 Electric Admn | | | | |
| 14125 | AMAZON CAPITAL SERVICES | 1 QTY MR PEN DRY ERASE POCKETS 6 PACK | 09/22/2023 | 104.94 |
| 14132 | BHMG Engineers Inc | professional services | 09/22/2023 | 2,936.00 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 116.86 |
| 14150 | Daniel Cook | ISPE PE BOOT CAMP | 09/22/2023 | 933.00 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 22.99 |
| 14189 | Mastercard | MAILING | 09/22/2023 | 870.57 |
| 14219 | Steinmann Service | Labor | 09/22/2023 | 5,219.94 |
| 14225 | THRYV, INC | MONTHLY PHONE LISTING 09/01/23-09/30/23 | 09/22/2023 | 37.75 |
| 14229 | Transworld Systems Inc | AUGUST COLLECTION AGENCY DUES | 09/22/2023 | 83.72 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 2.29 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 201.64 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 40.90 |
| | | | Total for Department: 101 Electric Admn | 10,570.60 |
| Department: 102 Electric Production | | | | |
| 14125 | AMAZON CAPITAL SERVICES | 1 QTY UNICLIFE 100 PCS RACK KEY TAGS | 09/22/2023 | 25.97 |
| 14126 | Ameren Illinois | GAS CHARGE | 09/22/2023 | 53.73 |
| 14127 | ANIXTER, INC | Handheld Meter Reading System- See Attached | 09/22/2023 | 8,984.00 |
| 14138 | C.T.R CONCRETE & BUILDERS, INC | Fill Rock 95 ton on Slinger | 09/22/2023 | 23,177.26 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 38.82 |
| 14166 | GRAPPERHAUS METAL COMPANY INC | STEEL ANGLE IRON FOR PIT WALL EDGING | 09/22/2023 | 169.00 |
| 14174 | Highland Communication Services | COMMUNICATION CHARGE | 09/22/2023 | 3.00 |
| 14178 | Illinois Environmental Protection Agency | ANNUAL FEE | 09/22/2023 | 2,735.00 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 445.40 |
| 14189 | Mastercard | MECHANICAL PARTS FOR POWER PLANT | 09/22/2023 | 495.18 |
| 14190 | McKay Auto Parts Inc | MECHANICAL PARTS | 09/22/2023 | 16.69 |
| 14201 | O'Reilly Automotive Inc | 1 QTY RESISTOR CN | 09/22/2023 | 233.17 |
| 14209 | R P Lumber Co Inc | UNDERLAYMENT FOR MECHANIC SHOP | 09/22/2023 | 171.96 |
| 14231 | TURF GATOR LLC | TREATMENT FOR ROUND ABOUTS | 09/22/2023 | 109.00 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 0.76 |
| | | | Total for Department: 102 Electric Production | 36,658.94 |
| Department: 104 Electric Distribution | | | | |
| 14121 | ADR HIGHLAND, INC | AIR GAS OXYGEN | 09/22/2023 | 79.50 |
| 14131 | Aviston Lumber Company | PARTS TO BUILD STAND FOR ICE MACHINE | 09/22/2023 | 168.05 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 350.17 |
| 14159 | REID FAHRENHOLTZ | UTILITY EXPO-LOUISVILLE- 09/26/28-09/28/23PER DIEM-R FAHRENHOLTZ | 09/22/2023 | 160.00 |
| 14161 | Fletcher Reinhardt Company | 0411S1 #4 Bare Copper Soft Drawn | 09/22/2023 | 938.00 |
| 14168 | DAVID GROSSMANN | UTILITY EXPO-LOUISVILLE - 09/26/28-09/28/23PER DIEM-D GROSSMANN | 09/22/2023 | 160.00 |
| 14174 | Highland Communication Services | COMMUNICATION CHARGE | 09/22/2023 | 164.00 |
| 14177 | MIKE HOLLENKAMP | UTILITY EXPO-LOUISVILLE - 09/26/28-09/28/23PER DIEM-M HOLLENKAMP | 09/22/2023 | 160.00 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 190.87 |
| 14183 | Kalmer Landscape Supply | TO FIX RUTS IN CUSTOMERS YARD | 09/22/2023 | 122.08 |
| 14189 | Mastercard | ATTEND THE UTILITY EXPO IN KY | 09/22/2023 | 1,519.52 |
| 14198 | NATHAN NEWINGHAM | UTILITY EXPO-LOUISVILLE - 09/26/28-09/28/23PER DIEM-N NEWINGHAM | 09/22/2023 | 160.00 |
| 14201 | O'Reilly Automotive Inc | 1 QTY QTGEARLUBE. 1 QTY QTGEARKUBE.4 QTY 1QT GEAR OIL | 09/22/2023 | 425.15 |
| 14206 | Power Line Supply | GA9020GLSS CONNECTOR AL PARA/GR/SS | 09/22/2023 | 3,752.60 |
| 14207 | PRECISION MARKETING & SALES | REID FAHRENHOLTZ SHIRTS | 09/22/2023 | 493.00 |
| 14227 | KYLE TIMMERMANN | UTILITY EXPO-LOUISVILLE- 09/26/28-09/28/23PER DIEM- K TIMMERMANN | 09/22/2023 | 160.00 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 6.85 |
| 14233 | Vermeer Midwest | BORING MACHINE PARTS | 09/22/2023 | 1,108.89 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 237.40 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 13.76 |

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| | | | Total for Department: 104 Electric Distribution | 10,369.84 |
| | | | Total for Fund:101 Electric Fund | 58,627.91 |
| Fund: 111 FTTP Fund | | | | |
| Department: 000 | | | | |
| 14136 | DAKOTA BUCKS | HCS REFUND | 09/22/2023 | 10.97 |
| 14140 | PAMELA CARPENTER | HCS REFUND | 09/22/2023 | 6.96 |
| 14185 | Mike Kilgore | HCS REFUND | 09/22/2023 | 157.03 |
| 14202 | CHRIS PASKACH | HCS REFUND | 09/22/2023 | 18.94 |
| 14213 | PEGGY ROMANICK | HCS REFUND | 09/22/2023 | 100.31 |
| 14217 | DALTON SMILEK | HCS REFUND | 09/22/2023 | 25.89 |
| 14221 | PAULA TEBBE | HCS REFUND | 09/22/2023 | 16.60 |
| | | | Total for Department: 000 | 336.70 |
| Department: 111 | | | | |
| 14120 | 4COM inc | SEPTEMBER 2023 PROGRAMMING | 09/22/2023 | 56,775.32 |
| 14123 | ALBERS HEATING & AIR CONDITIONING, INC. | 15 HVAC DEEP CLEAN ON CONDENSER COILS UNITS 2 & 3 | 09/22/2023 | 2,691.00 |
| 14125 | AMAZON CAPITAL SERVICES | 1WCV-H6R 1-J6TN CREDIT | 09/22/2023 | 93.64 |
| 14129 | ARELION US INC | ARELION CARRIER ETHERNET CLIENT PORT 10G (10/01/23-10/31/23) | 09/22/2023 | 4,280.00 |
| 14131 | Aviston Lumber Company | 2 QTY 34CD-23/32 4X8 CDX SYP EXT PLYWOOD | 09/22/2023 | 69.08 |
| 14139 | CALDX INC | SHIPPING/HANDLING | 09/22/2023 | 2,678.38 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 233.31 |
| 14148 | COMSTAR SUPPLY INC | 10IN ROUND PROSPEC BOX BLACK BOTTOM GREEN LID TELECOM | 09/22/2023 | 299.50 |
| 14149 | Constellation NewEnergy Gas Division, LLC | GAS SERVICE | 09/22/2023 | 0.83 |
| 14156 | Ditch Witch Sales Inc | ROD WIPER | 09/22/2023 | 130.13 |
| 14157 | Drive Social Media | SOCIAL MEDIA MONTHLY SERVICE | 09/22/2023 | 2,000.00 |
| 14167 | GREAT LAKES DATA SYSTEMS | 1 QTY MESSAGE LASER BILL | 09/22/2023 | 103.36 |
| 14170 | Halls Safety Equipment Corp | BOOTS FOR CLAYTON | 09/22/2023 | 310.90 |
| 14174 | Highland Communication Services | HCS SERVICES - HCS | 09/22/2023 | 415.00 |
| 14179 | ILLINOIS TELECOMMUNICATIONS ACCESS CO | LOCAL EXCHANGE CARRIER & INTERCONNECTED VOIP & WIRELESS PROV REM | 09/22/2023 | 14.22 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 41.77 |
| 14182 | JOURNAL PRINTING | 12 BOOKS OF STICKY NOTES | 09/22/2023 | 95.61 |
| 14183 | Kalmer Landscape Supply | TOP SOIL HCS | 09/22/2023 | 80.32 |
| 14184 | KGP Logistics Inc | Telecom ID tag- orange (100/bag) | 09/22/2023 | 10.13 |
| 14189 | Mastercard | FACEBOOK 08/15/23-08/27/23 | 09/22/2023 | 3,939.23 |
| 14190 | McKay Auto Parts Inc | 2 QTY GAT ADAPTER | 09/22/2023 | 9.47 |
| 14193 | Missouri Network Alliance LLC | VOICE CONTENT FEE | 09/22/2023 | 19,348.07 |
| 14194 | MOMENTUM TELECOM, INC. | SEPTEMBER VOICE CONTENT FEE #325794 | 09/22/2023 | 10,001.54 |
| 14199 | NEXSTAR BROADCASTING, INC. | AUGUST VIDEO CONTENT FEE- KPLR-CW | 09/22/2023 | 7,964.84 |
| 14220 | SUMNER ONE, INC. | COPIER/LEASE USAGE | 09/22/2023 | 141.85 |
| 14222 | TEGNA | AUGUST VIDEO CONTENT FEE | 09/22/2023 | 6,216.90 |
| 14225 | THRYV, INC. | MONTHLY PHONE LISTING 09/01/23-09/30/23 | 09/22/2023 | 65.25 |
| 14228 | TIVO PLATFORM TECHNOLOGIES LLC | NC PT MOBI 872 ACCTS. 144 NDVR ADDTL USAGE. 473 STREAMS ADDT | 09/22/2023 | 7,912.57 |
| 14232 | Vantage Point Solutions, Inc | SMX UPGRADE ASSISTANCE/TROUBLESHOOTING | 09/22/2023 | 959.02 |
| 14243 | Duane E Zobrist | HIGHLAND ROAD 1/4 MILE WEST OF KORTE/LUITJOHN CONSTRUCTION | 09/22/2023 | 100.00 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 275.95 |
| | | | Total for Department: 111 | 127,257.19 |
| | | | Total for Fund:111 FTTP Fund | 127,593.89 |
| Fund: 201 Water Fund | | | | |
| Department: 201 Water Admin | | | | |
| 14126 | Ameren Illinois | Balance due - Utilities | 09/22/2023 | 84.12 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 38.81 |
| 14189 | Mastercard | Grammarly Subscription - Joe G. PWA | 09/22/2023 | 24.00 |
| 14218 | Spatial Connections Inc | Sewer Data Update, Custom WebMap Subscript., Field Map Workdera | 09/22/2023 | 360.97 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 0.76 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 51.09 |
| | | | Total for Department: 201 Water Admin | 559.75 |
| Department: 202 Water Production | | | | |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 155.68 |
| 14149 | Constellation NewEnergy Gas Division, LLC | GAS SERVICE | 09/22/2023 | 4.40 |
| 14152 | Corsair Controls Inc | Documentation for Booster #5 VFD Enclosure | 09/22/2023 | 41,201.34 |
| 14169 | HACH COMPANY | Chemkey-Orthophos.- Chloromune, Water Deionized, Hydrochl. Acid | 09/22/2023 | 374.17 |
| 14174 | Highland Communication Services | Communication Services | 09/22/2023 | 119.66 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 79.23 |
| 14223 | The Kwik Connection Printing Inc | 8/2/23 Pioneer ad - Water Division Notice | 09/22/2023 | 30.00 |
| 14226 | TIMES TRIBUNE | LEGAL-NOTICE MUNICIPAL ROOF REPLACEMENT WATER TREATMENT PLANT | 09/22/2023 | 41.60 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 3.05 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 135.11 |
| | | | Total for Department: 202 Water Production | 42,144.24 |
| Department: 203 Water Distribution | | | | |
| 14127 | ANIXTER, INC | Handheld Meter Reading System- See Attached | 09/22/2023 | 4,492.00 |
| 14135 | Broadway Battery & Tire | Truck # 6 - 2 Tires | 09/22/2023 | 384.50 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 58.43 |
| 14147 | COMPUSTITCH SCREEN PRINTING AND EMBRO | 4 Logos on shirts for TT. | 09/22/2023 | 18.00 |
| 14151 | CORE & MAIN LP | 5 1/4 VLV ox Adptr Multi Fit 3"-24" Blue Adptr Multiple Wrench | 09/22/2023 | 283.55 |
| 14174 | Highland Communication Services | Communication Services | 09/22/2023 | 2.00 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 433.52 |
| 14190 | McKay Auto Parts Inc | Truck # 54 - Oil Filters, Front Beam Wi, 5W20 SynBlend | 09/22/2023 | 40.31 |
| 14214 | Schulte Supply Inc | 8" x 1" Brass Saddle for C900 | 09/22/2023 | 1,503.46 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 1.14 |
| 14233 | Vermeer Midwest | 3.5" Full Carbi De End, Capscrews | 09/22/2023 | 141.84 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 144.24 |
| | | | Total for Department: 203 Water Distribution | 7,502.99 |
| | | | Total for Fund:201 Water Fund | 50,206.98 |

Fund: 301 Sewer Fund

Department: 301 Sewer Admin

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| 14135 | Broadway Battery & Tire | 2015 Explorer-Brake Pads & Rotors, Oil, Lube, Filter, Antifreeze- | 09/22/2023 | 364.68 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 38.82 |
| 14174 | Highland Communication Services | Communication Services | 09/22/2023 | 225.00 |
| 14189 | Mastercard | Grammarly Subscription - Joe G. PWA | 09/22/2023 | 24.00 |
| 14218 | Spatial Connections Inc | Sewer Data Update, Custom WebMap Subscript., Field Map Workdera | 09/22/2023 | 360.96 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 0.76 |
| 14241 | WELLS FARGO VENDOR FIN SERV | Ricoh Copier IM C3500 | 09/22/2023 | 204.55 |
| Total for Department: 301 Sewer Admin | | | | 1,218.77 |

Department: 303 Sewer Collection

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| 14127 | ANIXTER, INC | Handheld Meter Reading System- See Attached | 09/22/2023 | 4,492.00 |
| 14135 | Broadway Battery & Tire | Truck # 6 - 2 Tires | 09/22/2023 | 384.50 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 58.43 |
| 14147 | COMPUSTITCH SCREEN PRINTING AND EMBRO 4 | Logos on shirts for TT | 09/22/2023 | 18.00 |
| 14151 | CORE & MAIN LP | Drive Sprocket for ICS Chainsaw | 09/22/2023 | 618.55 |
| 14174 | Highland Communication Services | Communication Services | 09/22/2023 | 2.00 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 285.93 |
| 14190 | McKay Auto Parts Inc | Truck # 54 - Oil Filters, Front Beam Wi, SW20 SynBlend | 09/22/2023 | 40.31 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 1.15 |
| 14233 | Vermecr Midwest | 3.5" Full Carbi De End, Capscrews | 09/22/2023 | 141.84 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 29.96 |
| Total for Department: 303 Sewer Collection | | | | 6,072.67 |

Department: 304 Water Reclamation Facility

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| 14131 | Aviston Lumber Company | 8VRW 8' Bright White CF40 | 09/22/2023 | 30.61 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 155.67 |
| 14152 | Corsair Controls Inc | Installation of Control System for Chlorine Bldg | 09/22/2023 | 20,030.00 |
| 14153 | CULBERTSON HEATING & COOLING INC | HVAC -Inspected AC unit, Rest Power & Verified normal operation | 09/22/2023 | 595.00 |
| 14174 | Highland Communication Services | Communication Services | 09/22/2023 | 149.99 |
| 14181 | JOHN DEERE FINANCIAL | HIGHLAND RURAL KING OPERATING ACCOUNT | 09/22/2023 | 119.07 |
| 14200 | Northtown Auto & Tractor | Air | 09/22/2023 | 56.52 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 3.04 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 123.11 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 12.84 |
| Total for Department: 304 Water Reclamation Facility | | | | 21,275.85 |

Department: 305 WRF Pretreatment

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| 14146 | KIMBERLY A. COLE | Consult.Serv , Project Mgmt. discussion, Mtgs , Enforce , Violat | 09/22/2023 | 7,436.25 |
| Total for Department: 305 WRF Pretreatment | | | | 7,436.25 |
| Total for Fund:301 Sewer Fund | | | | 36,003.54 |

Fund: 401 Ambulance Fund

Department: 401 Ambulance Fund

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| 14122 | Airgas USA,LLC | OXYGEN | 09/22/2023 | 94.61 |
| 14125 | AMAZON CAPITAL SERVICES | 1 QTY YELLOW, MAGENTA, CYAN, BLACK TONER CARTRIDGE. | 09/22/2023 | 386.99 |
| 14126 | Ameren Illinois | GAS CHARGES | 09/22/2023 | 62.69 |
| 14134 | Bound Tree Medical, LLC | EMS SUPPLIES | 09/22/2023 | 569.49 |
| 14135 | Broadway Battery & Tire | GE - OVEN WONT TURN ON | 09/22/2023 | 270.00 |
| 14142 | CDW G Inc | IT SHARE BCDA EMAIL PROT+GTWY DEF SUB 1MO | 09/22/2023 | 272.54 |
| 14174 | Highland Communication Services | HCS SERVICES - EMS | 09/22/2023 | 280.89 |
| 14197 | MUNICIPAL EMERGENCY SERVICES, INC | 2 QTY RIDGE PANT L VONHATTEN | 09/22/2023 | 190.00 |
| 14232 | Vantage Point Solutions, Inc | IT SHARE NEW SERVER JUNIPER INTERFACES | 09/22/2023 | 5.34 |
| 14236 | WAKEFIELD & ASSOCIATES LLC | COLLECTION DUES- FLORENCE SPURGEON | 09/22/2023 | 59.00 |
| 14239 | WEBER GRANITE CITY FORD LLC | MTN/REPAIR #1541 | 09/22/2023 | 8,899.09 |
| 14244 | Zoll Data Systems Inc | ZOLL EMS CHARTS -PCR FAXING (PER PCR) 10/01/23-10/31/23 | 09/22/2023 | 1,649.02 |
| 14245 | Verizon Wireless - State | VERIZON WIRELESS CHARGES | 09/22/2023 | 512.32 |
| 14247 | WALMART COMMUNITY/ CAPITAL ONE | WAL-MART OPERATING ACCOUNT | 09/26/2023 | 29.89 |
| Total for Department: 401 Ambulance Fund | | | | 13,281.87 |
| Total for Fund:401 Ambulance Fund | | | | 13,281.87 |

Fund: 713 Solid Waste Fund

Department: 713 Solid Waste Fund

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| 14124 | ALLIED WASTE TRANSPORTATION INC | TEMP DUMPSTER SERVICES | 09/22/2023 | 9,766.00 |
| 14248 | ALLIED WASTE TRANSPORTATION INC | COMMERCIAL TRASH SERVICES (08/01/23-08/31/23) | 09/27/2023 | 159,172.85 |
| Total for Department: 713 Solid Waste Fund | | | | 168,938.85 |
| Total for Fund:713 Solid Waste Fund | | | | 168,938.85 |

Grand Total **553,963.19**

Accepted by City Council October 02, 2023

Mayor:

Clerk: