

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
HIGHLAND AREA SENIOR CENTER
187 WOODCREST DRIVE
MONDAY, OCTOBER 16, 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 October 2, 2023 Regular Session (attached)

PUBLIC FORUM:

- A. Citizens' Requests and Comments:
Special Event Application -- CEO Frost Fest – Emily Reed, Representative (attached)

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

- B. Requests of Council:

- C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Approve Mayor's Reappointment of Sara Knobloch to the Historical Commission (attached)
- B. **MOTION** – Bill #23-102/RESOLUTION Accepting IMLRMA Renewal of Property, Casualty, and Worker's Compensation Insurance Coverage for 2024 (attached)
- C. **MOTION** – Bill #23-103/ORDINANCE Amending the City of Highland Code, Chapter 2—Administration, Article II, City Council, and Adding Section 2-29—Maximum of Four Minutes for Each Speaker During Public Comment of Open Meetings for the City (attached)
- D. **MOTION** – Bill #23-104/ORDINANCE Amending the City of Highland Code, Chapter 6—Alcoholic Liquor, Article IV – Violations and Penalties, Section 6-80 – Appeals From Order of the Liquor Commissioner, to Include On the Record Appeal for all Liquor License Suspensions, Revocations, Non-Renewals, and Fines (attached)
- E. **MOTION** – Bill #23-105/ORDINANCE Approving and Authorizing the City Manager to Execute an Economic Development Agreement Pursuant to 65 ILCS 5/8-1-2.5, with the Glik Company, On Behalf of Shoe Sensation, and Other Actions Related Thereto (attached)

Continued

- F. **MOTION** – Bill #23-106/ORDINANCE Amending the City of Highland Code, Chapter 2—Administration, Article IV—Department of Public Safety, Division 2—Emergency Medical Services and Fire Divisions—Fire Department, adding section 2-233—Reimbursement for Fire Protection Assistance for Non-Residents of the City (attached)
- G. **MOTION** – Bill #23-107/RESOLUTION Approving Amendment to Agreement Between City of Highland, an Illinois Municipal Corporation, d/b/a Highland Communication Services, and Bally Sports Midwest (attached)
- H. **MOTION** – Bill #23-108/ORDINANCE Amending the City of Highland Code, Chapter 78-732, Schedule of FTTP Rates and Charges, Adding New Telecom Services, Including “Soft Client” (attached)
- I. **MOTION** – Bill #23-109/ORDINANCE Authorizing the Execution of a Commercial Real Estate Sales Contract with Wuebbels Family Revocable Living Trust for Right-of-Way for Infrastructure and Other Public Purposes (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1252 for Sept. 29, 2023 through Oct. 13, 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 16, 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: CEO Frost Fest

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

Location of Event: Highland Elementary

Sponsoring Organization/Individual: Collinsville Triad Maryville CEO

Event Responsible Party: Emily Reed

Address: 451 Pike Drive East

Phone(s): (618) 567-7003

Email: facilitator@collinsvilletriadceo.com

Secondary Contact: Jack Meyer

Address: 451 Pike Drive East

Phone(s): (618) 972-1645

Email: jonathan.meyer.2006@gmail.com

Date(s) of Set-up: December 2nd

Event Date(s) / Times: December 2nd, 8-10 am

Date(s) of Tear-down: December 2nd

Expected Attendance: 700

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

Sound Amplification System utilized: Yes No
If yes, hours of operation: 8-10 am

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

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

(Directors must initial behind requests)

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

N/A

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

N/A

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

Traffic Control, Crossing Poplar

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

N/A

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

Department: _____

N/A

Application Checklist (Attachments):

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

Certificate of Insurance: (attached) _____

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

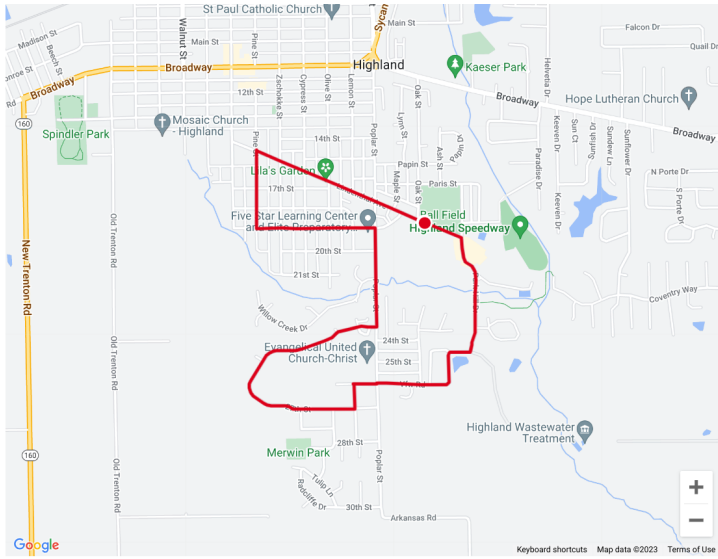
Site Plan Rendering _____

Will be following the Highland Elementary school guidelines. If you'd like a physical copy, we can give one to you.

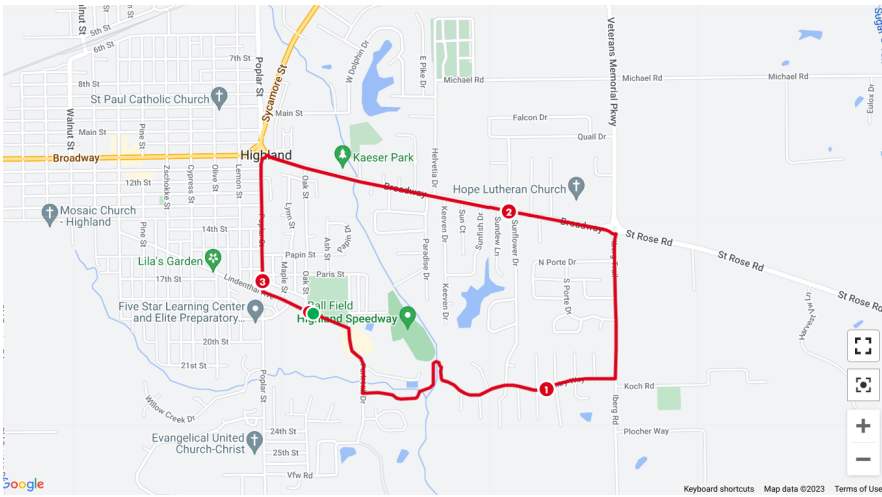
- Evacuation Plan _____
- Fire Plan _____
- Parking Plan _____
- Schedule City Council Meeting for announcement _____
 - o Date: 10/16/23
- Application Submittal (60+ days) _____

Emily Reed _____ 10/2/23 _____
 Event Sponsor Responsible Party Date

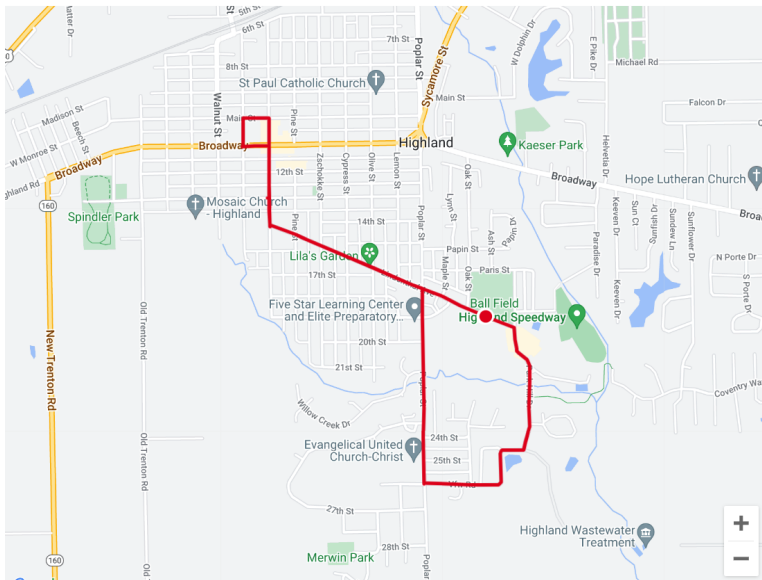
 City Manager Date



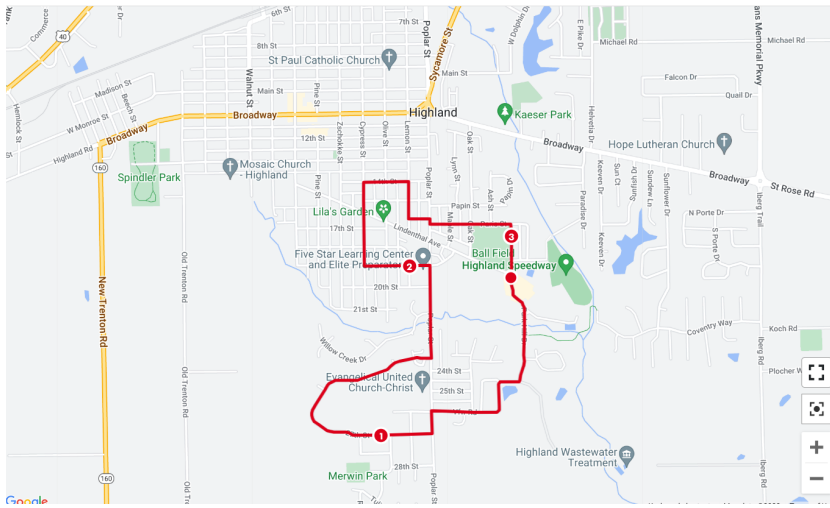
-Girls on the Run Route, 3.09 miles



-Sun Streets & Broadway, 3.16 miles



-Square & Lindenthal, 3.11 miles



-GOTR Modified, no Lindenthal. 3.07 miles

MEMO TO: City Council Members
FROM: Mayor Kevin B. Hemann
SUBJECT: Reappointment to the Historical Commission
DATE: October 14, 2023

The term of Sara Knobloch on the Historical Commission is expiring. She has agreed to serve another term. Therefore, I am requesting your approval of the reappointment of Sarah E. Knobloch to a three year term expiring October 31, 2026 to the Historical Commission, Please let me know if you have any questions regarding my request.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING IMLRMA RENEWAL OF PROPERTY, CASUALTY,
AND WORKER’S COMPENSATION INSURANCE COVERAGE FOR 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 has determined the proposed 2024 premium for renewal of Property, Casualty, and Worker’s Compensation Coverage (“2024 Insurance”) from Illinois Municipal League Risk Management Association (“IMLRMA”) is approximately 4.6% lower than in 2023; and

WHEREAS, IMLRMA has provided the following pricing for 2024 Insurance:

2024 Premium Breakdown

1. Worker’s Compensation - \$223,288
2. Auto Liability & Comprehensive General Liability - \$207,722
3. Portable Equipment - \$5,976
4. Auto Physical Damage - \$12,956
5. Property - \$116,882

(“IMLRMA Insurance Proposal”)

WHEREAS, City has determined it advisable to continue in the IMLRMA Min/Max Funding option which allows City to pay a reduced premium up front provided City claims do not exceed a set amount (*See* IMLRMA 2024 Min/Max Contribution attached hereto as **Exhibit A**); and

WHEREAS, City has determined the IMLRMA Insurance Proposal and IMLRMA 2024 Min/Max Contribution are fairly priced, and City has determined the IMLRMA Insurance Proposal and IMLRMA 2024 Min/Max Contribution should be approved; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to approve the IMLRMA Insurance Proposal and IMLRMA 2024 Min/Max Contribution; 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 IMLRMA Insurance Proposal and the IMLRMA 2024 Min/Max Contribution.

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 IMLRMA Insurance Proposal and IMLRMA 2024 Min/Max Contribution are approved.

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

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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



INVOICE

2024 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Date: October 2, 2023

Member: City of Highland

Account #: 0262

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

Please return this form with payment after completing the information on the reverse side.

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2024 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$223,288
Auto Liability & Comprehensive General Liability	\$207,722
Portable Equipment	\$5,976
Auto Physical Damage	\$12,956
Property	\$116,882
	\$566,824
2024 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$1,000

INVOICE TOTAL **\$567,824**

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:	
OPTION #1 – Pay Full Amount	
Contribution Amount	\$566,824.00
Minus 1% Savings	\$5,668.24
	\$561,155.76
Illinois Municipal League Dues	\$1,000.00
Total due by 11/17/23	\$562,155.76
OPTION #2 - Pay Full Amount	
Contribution Amount	\$566,824.00
Illinois Municipal League Dues	\$1,000.00
Total due by 12/15/23	\$567,824.00
OPTION #3 - Pay in two installments	
Includes 1% installment fee	
Contribution Amount	\$566,824.00
Plus 1% fee	\$5,668.24
	\$572,492.24
Illinois Municipal League Dues	\$1,000.00
	\$573,492.24
\$286,746.12	Due by 12/15/23
\$286,746.12	Due by 5/17/24

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

Minimum/Maximum Contribution Agreement

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF HIGHLAND**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2024 to January 01, 2025 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 85% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **CITY OF HIGHLAND** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **CITY OF HIGHLAND** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 180,952		\$ 180,952
Loss Fund Contribution	@ 85% \$ 385,872	@ 130%	\$ 590,157
	\$ 566,824		\$ 771,109

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **CITY OF HIGHLAND** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.
8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.
9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President/Town President

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Reserved for RMA use only

RMA Managing Director

Date



City of Highland

MEMO TO: Mayor Hemann and City Council Members

FROM: Jackie Heimburger, Director of Support Services

DATE: Wednesday, October 11, 2023

RE: Motion to Approve – Renewal of Property, Casualty, Worker’s Compensation Coverage with the Illinois Municipal League Risk Management Association (IMLRMA)

We are extremely pleased to report we had another great year with IMLRMA and with your approval would like to continue in program for the 2024 calendar year.

The premium this year is about a 4.6% decrease from the previous year. We continue to have a low amount of claims in terms of frequency and severity.

We will also be continuing in the programs Min/Max Funding option which allows us to pay a reduced premium up front provided our claims do not exceed a set amount. For 2024, if our claims would exceed \$566,824 then we would be responsible for paying these claims dollar for dollar up to a maximum payout of \$771,109. The annual premium as part of this program for 2024 is \$567,824. The City is looking into the possibility of paying the premium in full to receive a 1% saving. The pay in full option would be \$562,155.76. If we are unable to pay in full then we will once again make 4 installments resulting in a 1% installment fee totaling \$573,492.24.

Attached you will find the Ordinance, Min/Max Agreement and Invoice for approval. We respectfully request your approval of the City’s continuation in this program. The services IMLRMA has been able to offer thus far are outstanding. As always, if there are any questions or concerns, please let us know.

2023 Premium Breakdown

Worker’s Compensation - \$247,560
Auto Liability & Comprehensive General Liability - \$221,297
Portable Equipment - \$5,943
Auto Physical Damage - \$16,551
Property - \$103,288

2024 Premium Breakdown

Worker’s Compensation - \$223,288
Auto Liability & Comprehensive General Liability - \$207,722
Portable Equipment - \$5,976
Auto Physical Damage - \$12,956
Property - \$116,882

ORDINANCE NO: _____

**AN ORDINANCE AMENDING THE CITY OF HIGHLAND CODE,
CHAPTER 2 – ADMINISTRATION, ARTICLE II, CITY COUNCIL,
AND ADDING SECTION 2-29 – MAXIMUM OF FOUR MINUTES FOR EACH
SPEAKER DURING PUBLIC COMMENT OF OPEN MEETINGS FOR THE CITY**

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

WHEREAS, City has determined the City Code needs to be amended to provide clarity as to how long each speaker may speak during public comment of open meetings conducted by the City; and

WHEREAS, City has determined that members of the general public who choose to speak during public comment of open meetings of the City may speak for a maximum of four (4) minutes, to be determined by the Mayor, Clerk, President of the Board, Councilperson, and/or City Attorney, depending on the open meeting, and to be determined by the Mayor or the Mayor’s designee; and

WHEREAS, the City Council finds that the Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to allow a maximum of four (4) minutes for each speaker to speak during public comment of any open meeting of the City.

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

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

Section 2. City Code, Chapter 2 – Administration, Article II – City Council, Section 2-29 – Maximum of four (4) minutes for each speaker to speak during Public Comment of all Open Meetings of the City, shall now state:

Section 2-29 - Maximum of four (4) minutes for each speaker to speak during Public Comment of all Open Meetings of the City.

- (a) City has determined there is Public Comment during City Open Meetings where members of the general public are welcome to speak to the City Council, Committee, Board, and/or Commission under the Open Meetings Act of the State of Illinois;
- (b) City has determined that those who speak at a public meeting of the City Council, Committee, Board, and/or Commission be required to state their name

for the record prior to speaking;

- (c) City has determined it necessary to limit each speaker to a maximum of four (4) minutes to speak during Public Comment of Open Meetings of the City;
- (d) The time allowed for each speaker, four (4) minutes, shall be kept by the Mayor, Clerk, Presiding Councilman, City Attorney, and/or Chairperson of the Board, depending on the Open Meeting, and to be determined by the Mayor or the Mayor's designee;
- (e) When the four (4) minutes have expired for any speaker, the speaker shall be asked to stop speaking and return to their seat;
- (f) Should any speaker refuse to cease speaking after four (4) minutes, the police may be asked to intervene to keep order during the Open Meeting;
- (g) Should the police be met with resistance, the speaker in question may be removed from the Open Meeting, charged with a City Ordinance Violation for disorderly conduct, and subject to the any penalties permitted by the law.

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

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2023, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF HIGHLAND CODE,
CHAPTER 6 – ALCOHOLIC LIQUOR,
ARTICLE IV. – VIOLATIONS AND PENALTIES,
SECTION 6-80 – APPEALS FROM ORDER OF THE LIQUOR COMMISSIONER,
TO INCLUDE ON THE RECORD APPEAL FOR ALL LIQUOR LICENSE
SUSPENSIONS, REVOCATIONS, NON-RENEWALS, AND FINES**

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

WHEREAS, City has determined the City Code needs to be amended to provide clarity regarding the procedure for appealing a decision of the Local Liquor Commissioner regarding liquor license suspensions, revocations, non-renewals, and fines; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to mandate “on the record” appeals in all liquor license suspensions, revocations, non-renewals, and fines.

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

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

Section 2. City Code, Chapter 6 – Alcoholic Liquor, Article IV – Violations and Penalties, Section 6-80 – Appeals from order of the liquor commissioner, shall be amended as follows:

Section 6-80. – “On the Record Appeal” for all appeals of decisions of the Local Liquor Commissioner regarding liquor license suspensions, revocations, non-renewals, and fines.

- (a) Under this Code, the Local Liquor Commissioner has the authority to suspend or revoke liquor licenses from any licensee who violates City Code, Chapter 6 – Alcoholic Liquor, or 235 ILCS 5 (“Act”);
- (b) should any licensee appeal the Local Liquor Commissioner’s decision regarding liquor license suspensions, revocations, non-renewals, and fines, any hearing associated with any appeal shall be “on the record” as that term of art is understood and interpreted by the Illinois Liquor Control Board and the Act;
- (c) any licensee appealing any decision “on the record” regarding liquor license

suspensions, revocations, non-renewals, and fines shall be given due process as is understood and interpreted by the Illinois Liquor Control Board and the Act.

Section 3. Any Ordinance in conflict with this Ordinance shall be repealed upon passage by the City Corporate Authorities.

Section 4. That this Ordinance shall be known as Ordinance No: _____ and shall be effective upon adoption with implementation date of _____.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2023, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT
PURSUANT TO 65 ILCS 5/8-1-2.5,
WITH THE GLIK COMPANY, ON BEHALF OF SHOE SENSATION,
AND OTHER ACTIONS RELATED THERETO**

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

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

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

and

WHEREAS, City has determined The Glik Company, on behalf of Shoe Sensation (“Developer”), has presented to City a proposal for redevelopment of:

PIN#: 02-1-1 8-32-00-000-021.001

Address: 2667 Northtown Way, Highland, Illinois 62249

(“Property”); and

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

1. Architectural and engineering fees - \$6,000.00
2. Demolition - \$22,000.00
3. Rehab, remodel of existing building - \$237,000.00
4. Contingency - \$10,000.00

Total: \$275,000.00

(See **Exhibit A**; hereinafter "Project"); and

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

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

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

WHEREAS, Developer has agreed to complete the Project, including construction, renovations and improvements, in accordance with the Economic Development Agreement, and all terms and conditions stated therein (*See Exhibit A*); and

WHEREAS, City agrees to provide financial assistance to Developer as follows:

- a. Total Estimated Business District Eligible Costs: \$275,000.00
- b. The City will reimburse Developer 75% of the incremental 1% Business District sales tax for sales from the Property for a period commencing on the date that Developer opens for business at the Property and ending no later than ten (10) years thereafter or until the maximum funding amount is reached.
 - 1) Developer anticipates \$900,000.00 in annual sales subject to Business District tax, with a current base of \$0. Based on Developer's estimate, 1% of the estimated incremental sales are equal to \$9,000.00. 75% of the \$9,000.00 is equal to \$6,750.00 annually.
 - 2) The estimated annual reimbursements for sales tax are estimated to be \$6,750.00 annually over 10 years, or until maximum funding amount has been reached.

Developer's total incentive from City's Business District shall not exceed 20% of the estimated Project costs of \$275,000, or \$55,000.00.

(*See Exhibit A*); and

WHEREAS, City desires to authorize the execution of an Economic Development Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Economic Development Agreement between City and Developer (*see Exhibit A*).

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

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

Section 2. The City of Highland hereby makes the following findings:

- a. Developer's Project is expected to create job opportunities within City.
- b. Developer's Project will serve to further the development of adjacent areas.
- c. Developer's Project will strengthen the retail commercial sector of City.
- d. Developer's Project will enhance the tax base of City;
- e. The Economic Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

Section 3. The Economic Development Agreement by and between City and Developer, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Economic Development Agreement with Developer (**Exhibit A**).

Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois law.

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

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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

**DEVELOPMENT AGREEMENT
THE GLIK COMPANY, ON BEHALF OF SHOE SENSATION,
2667 NORTHTOWN WAY, HIGHLAND, ILLINOIS
UNDER 65 ILCS 5/8-1-2.5**

This Development Agreement (“Agreement”) is entered into by and between the City of Highland, an Illinois Municipal Corporation ("City") and The Glik Company, on behalf of Shoe Sensation (“Developer”). City and Developer may hereinafter be referred to as “Parties,” or individually as “Party.” This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the “Effective Date”):

PREAMBLE

WHEREAS, City is an Illinois municipal corporation pursuant to the laws and constitution of the State of Illinois with general powers as a unit of local government within its corporate limits; and

WHEREAS, Developer owns:

PIN#: 02-1-1 8-32-00-000-021.001

Address: 2667 Northtown Way, Highland, Illinois 62249

(“Property”); and

WHEREAS, Developer has submitted a “City of Highland – Business Assistance Application” (*See Exhibit A*); and

WHEREAS, Developer proposes to renovate, remodel, and develop the Property; and

WHEREAS, City wishes to encourage Developer to renovate, remodel, and develop the Property, and assist Developer with costs, including:

1. Architectural and engineering fees - \$6,000.00
2. Demolition - \$22,000.00
3. Rehab, remodel of existing building - \$237,000.00
4. Contingency - \$10,000.00

Total: \$275,000.00

(*See Exhibit A*; hereinafter "Project"); and

WHEREAS, City and Development agree the costs provided by Developer to City for the Project are estimates (*See Exhibit A*), and only actual costs of the Project that qualify for City Business District incentives may be paid to Developer by City, and as stated herein; and

WHEREAS, the Property is located within the corporate boundaries of City, and within the City's Business District; and

WHEREAS, because the Property is located within City's Business District, the Project is eligible for reimbursement of certain expenditures related to the rehab, remodel, and development of the Property pursuant to 65 ILCS 5/8-1-2.5; and

WHEREAS, in order to ensure the Project is constructed in a manner consistent with City's applicable ordinances and regulations, City and Developer deem it in their mutual interests to enter into this Agreement with regard to any conditions or other factors affecting the health, safety, general welfare, and economic welfare of City residents and users of the Property; and

WHEREAS, the Project at the Property will enhance property values, facilitate City's Business District development, improve exterior aesthetics, improve interior aesthetics, improve the existing building, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents; and

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

WHEREAS, City has determined the Project is consistent with the objectives of the City's Comprehensive Plan, and it is in the best interest of City to promote renovation, rehabilitation and expansion of the Property, and help facilitate development in City's Business District, through the use of City funds pursuant to 65 ILCS 8-1-2.5.

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the Parties, for and in consideration of the representations relative to the proposed improvements to the Property by the Developer, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above. The Project shall be substantially complete within twenty-four (24) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.

2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.
4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, mold, and/or any other toxic or hazardous products and materials in the building.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

Section 3. Obligation of the City. The City agrees to provide assistance to the Developer for up to ten (10) years. The total dollar amount of economic incentives shall not exceed 20% of the total City approved eligible project costs with a maximum of \$55,000.00. This maximum is calculated based on 20% of the estimated City approved eligible project costs in the Developer application. Funding assistance is broken down as follows:

a. Total Estimated Business District Eligible Costs: \$275,000.00

b. The City will reimburse Developer 75% of the incremental 1% Business District sales tax for sales from the Property for a period commencing on the date that Developer opens for business at the Property and ending no later than ten (10) years thereafter or until the maximum funding amount is reached.

- 1) Developer anticipates \$900,000.00 in annual sales subject to Business District tax, with a current base of \$0. Based on Developer's estimate, 1% of the estimated incremental sales are equal to \$9,000.00. 75% of the \$9,000.00 is equal to \$6,750.00 annually.
- 2) The estimated annual reimbursements for sales tax are estimated to be \$6,750.00 annually over 10 years, or until maximum funding amount has been reached.

Developer's total incentive from City's Business District shall not exceed 20% of the estimated Project costs of \$275,000, or \$55,000.00.

Section 4. Process for Payment of Business District Incentives.

a. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement"), or a formal letter approved by City and signed by Developer, setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may require for documenting Developer's costs incurred for the Project. These Requests shall be submitted after January 1st of each year. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement. City reserves the right to deny reimbursement for any costs to Developer not deemed to be eligible for reimbursement according to Illinois law.

b. Prior to making an annual payment to Developer for reimbursement of approved redevelopment project costs, Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full along with the previous year's state of Illinois sales tax returns.

c. Prior to making an annual payment to Operator for reimbursement of approved redevelopment project costs, Operator shall provide evidence of the previous year's State of Illinois sales tax returns.

d. Payment to Developer for reimbursement of approved redevelopment costs shall only be made from the incremental 1% Business District sales tax for sales from the Property for a period commencing on the date that Developer opens for business at the Property and ending no later than ten (10) years thereafter or until the maximum funding amount is reached.

e. City's Finance Department shall maintain an account of all payments to Developer under this Agreement and may set up sub-accounts to track the tax increment and payments made to Developer for this Property.

CITY'S OBLIGATION TO REIMBURSE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE CITY'S PORTION OF THE INCREMENTAL TAXES GENERATED BY THE SALES TAXES GENERATED BY THE PROPERTY AND DEPOSITED IN CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

f. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:

- 1) Voluntary or involuntary bankruptcy of Developer;
- 2) Voluntary or involuntary closure of the business owned by Developer.
- 3) Substantial change in the nature of Developer's business without the City's written approval;
- 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without the City's written approval.
- 5) To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are

1. Felons;
2. Terrorists;
3. Former, current, or past Illinois public political figures;
4. Litigants against the City;
5. Individuals the city has taken legal action against in the preceding 5 years.

Section 5. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any willful misconduct on the part of City or any of its officers, agents, employees or contractors. According to Illinois law, City has statutory tort immunity.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 6. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either Party or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching Party. If either Party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing Party shall reimburse the prevailing Party its costs and reasonable attorneys' fees on account of such proceeding.

Section 7. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 8. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 9. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days of notification of opting out. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days of notification of opting out. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either Party shall be binding unless

contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, if emailed, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

The Glik Company
Shoe Sensation
Attn: James Glik
25 ABC Parkway
Collinsville, IL 62234

To the City:

Attention: City Manager
City of Highland
PO Box 218. 1115 Broadway
Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

Chris Conrad, City Manager

THE GLIK COMPANY:

Agent – The Glik Company



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: October 13, 2023
Re: Redevelopment Agreement with The Glik Company, on behalf of Shoe Sensation

RECOMMENDATION: It is the Staff recommendation that Council approve the attached Business District Redevelopment Agreement with terms detailed below.

DISCUSSION: The Glik Company is proposing to renovate and remodel the property at 2667 Northtown Way. The project location falls within the Business District, and is eligible for incentives including sales tax rebates.

The Glik Company is proposing to make substantial improvements totaling \$275,000 in eligible project costs. The Redevelopment Agreement would rebate 75% of the incremental 1% Business District eligible sales taxes, generated as a result of the project's completion.

The maximum incentives the project would be eligible for is \$55,000, or 20% of the projects costs. Based on a projection of \$900,000 in annual Business District eligible sales, the sales tax rebate is projected to be \$6,750 for a period of 10 years, or until maximum reimbursement amount has been reached.

Note: Reimbursement estimates are based solely on projections provided by developer and are estimates only. Actual reimbursements will be based on sales tax documents submitted with future requests for reimbursement.



**City of Highland, Illinois
Business Assistance Program**

City of Highland



Business Assistance Application

Project Name:

Shoe Sensation

Address of Proposed Project:

2667 Northtown Way

Applicant Information:

Company Name: The Glik Company

Office Phone: 618-876-6717 X112

Company Address: 25 ABC PARKWAY

Alt.Phone:

City, State, Zip: COLLINSVILLE IL 62234

Fax:

Contact Person/Title: JAMES GLIK

Years in Business: 126 YEARS

Email: jamesglik@gliks.com

Type of Business: Corporation YES Partnership Sole Proprietor Trust LLC

<u>Project Costs:</u>	Projected Costs
Architectural & Engineering Fees	\$6,000
Legal & Other Professional Fees	
Cost of Marketing the Sites	
Purchase Land	
Purchase of Existing Facility	
Demolition Cost	\$22,000
Site Improvements	
Rehab, remodel of existing building	\$237,000
Construction of New Building(s)	
Contingency	\$10,000
Working Capital (Equity)	
Other (Please Specify)	

Total Project Costs: \$275,000

\$ Assistance Requested

Current Information:

Sales **Current Annual Gross Sales** Estimated \$800,000/\$900,000

Sales Tax **Current Annual Taxable Sales for Sales Tax** Same

Jobs **Current Number of full time jobs (proof from IDES)**

Property Tax:

Attach a copy of the most current property tax bill

Real Estate Taxes for the Year	\$89,349.28 (88,715 sq ft)
Parcel ID Number for each property within your development area	02-1-18-32-00-000-021.001
Parcel ID Number for each property within your development area	
Parcel ID Number for each property within your development area	
Township (Helvetia Saline Marine)	Saline
Fair Market Value (or Current Appraisal Value)	\$3,527,900 (88,715 sq ft)
Taxable Value	\$1,175,850
Combination Tax Rate	7.5987%
Total Tax	\$89,349.28

Estimates After Redevelopment:

Acreage or total square footage of the project area	6000 sq ft
Square Footage of Building / Structures	6000 sq ft
Estimated Market Value after redevelopment	\$238,600
EAV after redevelopment (approx. 1/3 of Market Value)	\$79,533
Estimated Annual Gross Sales (Includes Labor)	\$800,000 to \$900,000
Estimated Annual Taxable Sales for Sales Tax	\$800,000 to \$900,000
Estimated Number of Newly Created Full Time Jobs	6
Type of Jobs (Clerical Production Sales and Service)	Sales and Service
Estimated Annual Salary for each newly created job	1 manager \$40,000 to \$50,000
Estimated Number of Jobs Retained – Full Time	5 full time

Please include a narrative that will address the following:

1. Description of Business / Company [Major shoe retailer for all ages](#)
2. Project Description
 - a. Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases; [Local Korte Construction doing work](#)
 - b. Evaluation of site or other constraints; [Asbestos removal & disposal](#)
 - c. Benefit or Service to the Community; [Supply shoes for the entire family for Highland and surrounding communities](#)
3. A request for the City’s assistance with the project that specifies the type(s) of assistance needed and why it is needed. [Location to attract a possible tenant and fit their needs.](#)
4. Construction start date and timeline for Project Completion. [Oct start Nov complete. If not completely by Nov 10 deal is off with review for 2024](#)
5. Applicant may need to also submit any additional information such as site plans, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

Certification of Applicant

The applicant certifies that it will comply with all the rules, regulations, and ordinances of the City of Highland. Applicant hereby certifies that all information contained above and in exhibits attached hereto is true to his/her best knowledge and belief and are submitted for the purpose of obtaining financial assistance from the City of Highland, Illinois. Additional cost, above the amount of deposit, incurred by the City for outside professional review or expertise will be the responsibility of the applicant.

Applicant Signature

Print Name and Title

[James Glik](#)
[Vice President](#)

Date

Print Company Name
[THE GLIK COMPANY](#)

Return Application to City
of Highland
Attn: Mallord Hubbard 1115
Broadway, PO Box 218
Highland, IL 62249
(618) 654-9891

City of Highland



Guidelines for Business Districts

The economic incentive guidelines for the City of Highland's Business Districts include the following:

1. **Municipal Sales Tax Rebate:** Reimburse up to 100% of the incremental 1% City sales tax for a period up to 10 years or until the maximum funding is reached in combination with the other funding assistance

Up to 100% of the incremental Municipal portion of the Retailer's Occupation Tax and the Municipal portion of the Service Occupation Tax (collectively referred to as the "municipal sales tax") generated by the subject business may be rebated to a property owner or business, subject to a development agreement, for up to a period of 10 years, but not to exceed the term of Business District No. 1. The municipal sales tax rate is 1% of qualifying purchases, less the collection fees imposed by the Illinois Department of Revenue. In order to receive a municipal sales tax rebate, the business must agree to provide the City with evidentiary documentation of sales taxes paid to the State (ST-1 Form or other applicable filings with the State). To determine "incremental" sales taxes, the base year sales tax collections shall be deducted from the current year sales tax collections. The base year shall be the most recent fiscal year of the business or the most recent 12 months of sales tax collections by the business prior to the effective date of the development/redevelopment agreement providing for sales tax rebates.

2. **Municipal Property Tax Rebate:** Rebate up to 100% of the City's portion of the property taxes on the incremental increase in the EAV for up to 10 years or until the maximum funding is reached in combination with the other funding assistance.

Up to 100% of the City's portion of the incremental ad valorem property tax levied against the property, subject to a development agreement, may be rebated to a property owner for a period of up to 10 years, but not exceed the term of Business District No. 1. In recent years, the City's portion of the tax levy for any given property has been approximately 17% to 18% of the total tax levy that includes all taxing districts such as the school district, township, etc. To determine "incremental" property taxes, the base year equalized assessed valuation (EAV) or Taxable Value of the property shall be deducted from the current year EAV or Taxable Value. The current tax rate shall then be applied to the incremental EAV. The base year EAV shall be the most recent year in which property taxes were paid in full prior to the effective date of the development agreement providing for property tax rebates.

The Municipal Library Taxes and Non Home Rule Sales Taxes are not eligible to be used as an incentive, rebate, or waiver.

3. **Rebate of City Imposed Fees:** Consider rebating permit fees.

Up to 100% of the City imposed fees relating to redevelopment, such as permit fees, connection fees, etc. may be rebated by the City, subject to a development agreement and any governing law relating to such fees.

4. **Maximum funding assistance calculation** based on 20% of the City approved eligible project costs. For renovation of buildings in the downtown area that are over 35 years of age, the total dollar amount of economic incentives may go up to 50% of the total City approved eligible project costs except as otherwise deemed appropriate by the City. Generally, the City does not include financial or interest charges in the eligible costs.
5. Both parties must agree upon the base EAV at the time of the agreement.
6. Pay out as long as they're in business, up to the maximum funding approved in agreement.

In providing such incentives, it is not the policy or intent of the City to create an unfair advantage of one business over a like-kind business. Incentives will be used to help make projects feasible by helping to offset extraordinary project costs that may include, but not necessarily limited to:

- Architectural/Engineering fees (except for those associated with the actual design of private buildings and site improvements);
- Site Clean-up;
- Building renovation and retrofitting, including bringing up to code compliance;
- Property assembly costs, including acquisition of real and personal property;
- Building demolition;
- Excavation/storm detentions;
- Storm sewers;
- Sanitary sewer extensions;
- Water main extensions;
- Gas main extensions;
- Electric service extensions;
- Construction of public streets;
- Construction of public sidewalks;
- Traffic signalization;
- Legal and accounting fees incurred by private parties or the City with respect to Business District development agreements; and
- Financing interest costs

The City may consider providing economic incentives to retail and service businesses not necessarily needing assistance with overcoming the extraordinary costs outline above. In these situations, the incentive will be limited to such businesses that are not already represented or are substantially underrepresented in Highland. Businesses that will draw from a trade area considerably larger than the City of Highland may be considered for incentives as well (e.g., automobile dealerships). The burden of proof that the market will support such businesses to receive assistance without unduly harming existing like kind businesses, shall rest with the applicant and must be verified by an independent expert retained by the City.

Additional policy guidelines and requirements include the following:

1. The project is consistent with the City's Zoning Ordinance and Comprehensive Plan.
2. All work performed on the subject property shall be in accordance with the City of Highland Codes, and any other applicable state or federal regulations.
3. At the time of application for economic incentives, all taxes, applicable fees or other debts owed to the City by the applicant or property owner are paid up-to-date.
4. Application for economic incentives may only be made by a person or persons having an actual interest in the subject property. This includes the owner of record, beneficial owner of a trust, agent for the owner or purchaser, redeveloper, or any person having made an offer, which offer has been accepted, to purchase the subject real estate.
5. If the applicant for Business District #1 funding assistance does not own the property, but is a tenant of the property, then the tenant/applicant must have the written permission of the property owner. If the applicant does not own the property but is a prospective purchaser or redeveloper of the property, then they must submit either a fully executed contract to purchase the subject property or an option contract.
6. It is not the intent Economic incentives will not be provided for conversion of existing residential buildings into commercial or other uses, unless such conversions are necessary for the preservation of historically or architecturally significant buildings.
7. All economic incentives will be based on a "pay-as-you-go" basis. In other words economic incentives will not be provided up front, but instead, on a reimbursement basis from certain tax revenues generated by the subject business and/or real property on an annual basis (see **Nature of Economic Incentives**).
8. Except as otherwise waived by the City, the total dollar amount of economic incentives shall not exceed 20% of the total projects costs associated with commercial projects or 33% of industrial projects. For renovation of buildings in the downtown area that are over 35 years of age, the total dollar amount of economic incentives shall not exceed 50% of the total project costs except as otherwise deemed appropriate by the City.
9. The economic incentives provided for in this policy are not an entitlement nor are they to be applied retroactively to development or redevelopment projects undertaken by private parties. The amount and terms of any economic incentives to be provided are determined on a case-by-case basis and shall be subject to an agreement between the City and the private party to be the beneficiary of such economic incentives.
10. The owner of record, beneficial owner of a trust, agent for the owner or purchaser, redeveloper, or any person having made an offer, which offer has been accepted, to purchase the subject real estate, agrees to purchase at least **twenty (20) percent** of the materials used for the redevelopment from suppliers located within the corporate boundaries of the City.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF HIGHLAND CODE,
CHAPTER 2 – ADMINISTRATION,
ARTICLE IV – DEPARTMENT OF PUBLIC SAFETY,
DIVISION 2 – EMERGENCY MEDICAL SERVICES AND FIRE DIVISIONS – FIRE
DEPARTMENT, ADDING SECTION 2-233 – REIMBURSEMENT FOR
FIRE PROTECTION ASSISTANCE FOR NON-RESIDENTS OF THE CITY**

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

WHEREAS, City has determined the City Code needs to be amended to provide the City Volunteer Fire Department authority to collect fees and costs for providing fire protection assistance to non-residents of the City; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code to provide the City Volunteer Fire Department authority to collect fees and costs for providing fire protection assistance to non-residents of the City.

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

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

Section 2. City Code, Chapter 2 – Administration, Article IV – Department of Public Safety, Division 2 – Emergency Medical Services and Fire Divisions – Fire Department, Section 2-233 – Reimbursement for fire protection assistance for non-residents of the City, shall state:

Section 2-233 – Reimbursement for fire protection assistance for non-residents of the City

1. 65 ILCS 5/11-6-10, Reimbursement of volunteer fire protection assistance, provides City statutory authority to collect fees and costs for providing fire protection assistance for non-residents of the City as follows:
 - a. Municipalities may fix, charge and collect fees not exceeding the reasonable cost of the service for all services rendered by a volunteer municipal fire department or a volunteer firefighter for any municipal fire department for persons, businesses, and other entities who are not residents of the municipality; and
 - b. The charge for any fees under subsection (a) shall be computed at a rate not to exceed \$250 per hour and not to exceed \$70 per hour per firefighter responding to a call for assistance.

- c. An additional charge may be levied to reimburse for extraordinary expenses of materials used in rendering services. No charge shall be made for services for which the total amount would be less than \$50.
- d. All revenue from the fees assessed pursuant to this Section shall be deposited into the general fund of the municipality.

Section 3. Any Ordinance in conflict shall be repealed upon passage by the City Corporate Authorities of this Ordinance.

Section 4. That this Ordinance shall be known as Ordinance No: _____ and shall be effective upon adoption with implementation date of _____.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2023, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT TO AGREEMENT
BETWEEN CITY OF HIGHLAND, AN ILLINOIS MUNICIPAL CORPORATION,
D/B/A HIGHLAND COMMUNICATION SERVICES,
AND BALLY SPORTS MIDWEST**

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 desires to obtain for Highland Communication Services (“HCS”) a non-exclusive license and right to distribute certain program content from Bally Sports Midwest; and

WHEREAS, the Telecommunications Advisory Board, in the exercise of the plenary authority concerning editorial control, conferred on it by Ordinance No. 2399, adopted on January 18, 2010, and by Section 613(e)(2) of the Cable Franchise Policy Act of 1984 (47 U.S.C. §533(a)(2)), has determined that HCS’ acquisition and distribution of the programming would be appropriate; and

WHEREAS, Bally Sports Midwest has presented a proposed rate increase:

RSN				
ZONE	2024	2025	2026	2027
1A	\$10.22	\$10.63	\$11.05	\$11.49

WHEREAS, City Council finds that the terms of the Amendment to the Agreement with Bally Sports Midwest should be approved; and

WHEREAS, the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute all documents required to enter the Amendment to the Agreement with Bally Sports Midwest.

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

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

Section 2. City Council has determined the Amendment to the Agreement with Bally Sports Midwest is approved.

Section 3. The City Manager and/ or Mayor is authorized and directed, on behalf of City, to execute all documents required to enter the Agreement with Bally Sports Midwest.

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

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

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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



To: Chris Conrad, City Manager
From: Angela Imming, Director, Technology and Innovation
Date: Oct. 10, 2023
Subject: Bally's Renewal

Recommendation:

I recommend HCS renew the contract with Bally's Midwest to allow HCS to carry Bally 's Sports Midwest Content

Discussion:

Bally's is a wildly popular channel with content for the St. Louis Cardinals and the St. Louis Blues.

Financial Impact:

The new rate increases are reflected below:

2024:	5%
2025	4%
2026	4%
2027	4%

Our current rate is: \$9.73

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 78-732,
SCHEDULE OF FTTP RATES AND CHARGES,
ADDING NEW TELECOM SERVICES, INCLUDING “SOFT CLIENT”**

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, from time to time, City makes changes to the services it provides to City Fiber to the Premises (“FTTP”) customers; and

WHEREAS, the Director of Highland Communications Services (“HCS”) has informed the City Council that HCS will be offering a new service entitled “Soft Client” to all HCS FTTP customers as an additional service at an additional cost; and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare and economic welfare of City to amend Chapter 78-732, Schedule of FTTP Rates and Charges, adding “Soft Client” as an additional service at an additional cost, as follows

Chapter 78-732; Schedule of FTTP Rates and Charges

(1) Services by telecom component of FTTP system (Highland Communication Services).

(1) Services to commercial and residential customers by the telecom component of FTTP system (Highland Communication Services).

The monthly (unless otherwise indicated) rates and charges for the services to be delivered to commercial and residential customers by the telecom component shall be as follows:

Commercial

Soft Client Telecom Service – Base Fee Per Account	\$20.00
Soft Client Telecom Service – Fee Per Customer on Each Account	\$2.10

(hereinafter “Soft Client Fee”); and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare and economic welfare of City to add the Soft Client Fee to the City Municipal Code, Chapter 78-732; Schedule of FTTP Rates and Charges.

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

- Section 1.* The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland.
- Section 2.* The Soft Client Fee shall be added to the City Municipal Code, Chapter 78-732; Schedule of FTTP Rates and Charges, as stated herein.
- Section 3.* In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
- Section 4.* All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.
- Section 5.* This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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



To: Chris Conrad, City Manager
From: Angela Imming, Director, Technology and Innovation
Date: Oct. 10, 2023
Subject: Soft Phone Client – Pricing Ordinance

Recommendation:

I recommend council approve the pricing ordinance for a soft phone client.

Discussion:

A soft phone client is a piece of software that simulates the action of a telephone and allows a caller to receive, send, and manage voice calls over the internet. Soft phone clients run on computers, tablets, PCs, and smartphones. The HCS soft client will be downloaded on our customers' mobile device which will allow their calls to be placed and received as though they were calling from their desks. Wellen Tax has contracted with HCS for this service and it will be implemented if this ordinance is approved.

Financial Impact:

The profit margin on this product is 30%.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
COMMERCIAL REAL ESTATE SALES CONTRACT
WITH WUEBBELS FAMILY REVOCABLE LIVING TRUST
FOR RIGHT-OF-WAY FOR 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 WUEBBELS FAMILY REVOCABLE LIVING TRUST (“Wuebbels Family”) for \$28,000.00 for 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 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:

ABSENT:

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 Ordinance and by the affirmative vote of 2/3 of the corporate authorities then holding office (the "Effective Date"), by and between the WUEBBELS FAMILY REVOCABLE LIVING TRUST ("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:** 02-2-18-32-15-401-002.009, **Address:** 915 2nd Street, Highland, IL 62249, and, if available, 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 twenty eight thousand dollars and zero cents (**\$28,000.00**), 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.
- 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.

UNLESS OTHERWISE SPECIFIED, 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: Wuebbels Family Revocable Living Trust
 PO Box 158
 Germantown, IL 62245

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. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.
- f. Entire Agreement. This Agreement constitutes the entire agreement between 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.
- g. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties 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.
- h. 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.
- i. Legal Authority to Sign, Sell, and Purchase. The signatories to this Agreement are legally authorized to sign on behalf of the Seller and the Purchaser, and the signature shall have the legal effect of binding the Parties to the terms and conditions of this 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:

Wuebbels Family Revocable Living Trust
PO Box 158
Germantown, IL 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

EXHIBIT B
PROPERTY



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad-City Manager

Date: October 12, 2023

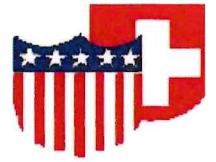
Re: Purchase of 915 2nd Street

I am submitting for your consideration a contract for 915 2nd Street for the future public purpose of a regional detention basin.

The owners of said lot contacted the city and expressed a desire to sell the empty lot located at 915 2nd street. The lot borders our current Hoffman Park to the east and our lots in the Woodcrest Professional Park to the North. After receiving the most recent proposed FEMA Flood Maps, to which we have submitted a challenge, staff discussed with our consultant engineers the potential for a regional detention basin in this area with the collective land, which they determined to be feasible. This is approximately 1 acre of property that due to the flood plain and two separate regional drains that dump onto the property has very little commercial value.

The City had an appraisal on the property approximately 10 years ago for \$25,000.00. So we agreed on a price of \$28,000.00 for the lot.

Staff recommends this purchase using water department funds for the public purpose of a future regional detention basin to offset the impact of future FEMA Flood Maps.



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
14256	AMAZON CAPITAL SERVICES	2 QTY LYSOL DISINFECTANT HAND PACK WIPES	10/06/2023	380.89
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	5.00
Total for Department: 000 Balance Sheet Accounts				385.89
Department: 011 General Admin				
14252	AAIM Employers' Association	TRAINING SESSIONS FOR JACKIE	10/06/2023	99.00
14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	14.00
14256	AMAZON CAPITAL SERVICES	1 QTY STAPLES COLORED TOP TAB FILE FOLDERS GREEN	10/06/2023	13.54
14261	AssuredPartners Cornerstone LLC	JULY MONTHLY FSA PLAN ADMINISTRATION	10/06/2023	681.50
14264	BARNETT PEST SOLUTIONS	COMMERICAL PEST CONTROL - CITY HALL STORAGE	10/06/2023	240.00
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	106.48
14277	City Utilities	CITY HALL SHARE FOR PSB UTILITIES	10/06/2023	326.60
14281	COVIUS DOCUMENT SERVICES LLC	CERTIFIED MAILERS (SEPT 2022)	10/06/2023	297.46
14284	DE LAGE LANDEN FINANCIAL SERVICES LLC	COPIER LEASE/USAGE CITY HALL BACK OFFICE	10/06/2023	266.67
14295	Graybar	20 QTY CABLE HOOK 1 5/16 10 QTY CABLE HOOK 2 IN	10/06/2023	91.19
14309	IRON MOUNTAIN	CITY HALL SHRED SERVICE	10/06/2023	350.13
14314	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	10/06/2023	18,450.31
14333	QUEST DIAGNOSTICS HEALTH & WELLNESS	NO SHOW FEE	10/06/2023	560.00
14351	Third Millennium Assoc Inc	UTILITY BILL RENDERING	10/06/2023	210.02
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	2,304.11
14366	Watts Copy Systems Inc	COPIER USAGE/LEASE - CITY HALL BACK OFFICE	10/06/2023	369.97
14372	Lana R Hodiger	PER DIEM FOR MCI FALL 10/11/23 - 10/13/2023	10/06/2023	62.00
14377	Watts Copy Systems Inc	COPIER USAGE/LEASE - CITY HALL BACK OFFICE	10/06/2023	829.82
Total for Department: 011 General Admin				27,452.57
Department: 012 Police Dept				
14256	AMAZON CAPITAL SERVICES	2 QTY 4 PK GOLD PLATED DISPLAY PORT CONVERTER FOR COMPUTER	10/06/2023	402.96
14262	Scott Atimer	ILHIA CONF PER DIEM	10/06/2023	139.00
14266	Shawn Bland	ILHIA CONF 2023 PER DIEM	10/06/2023	139.00
14269	David Brines	ILHIA CONF 2023 PER DIEM	10/06/2023	139.00
14272	CDW G Inc	1 QTY DELL 7010 I5-13500 512/16 W11P, 2 QTY DELL 22 MONITOR	10/06/2023	1,267.89
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	473.16
14277	City Utilities	PSB HYDRANT	10/06/2023	1,826.74
14278	Chris Clewis	ILHIA CONF 2023 PER DIEM CLEWIS	10/06/2023	139.00
14280	County of Madison	2ND QUARTER 2023 FEE FOR POLICE DISPATCH	10/06/2023	60,816.50
14303	Highland Printers	NOTICE TO APPEAR FORMS 500	10/06/2023	159.00
14313	Leon Uniform Company Inc	POLO SHIRT AND KHAKI PANTS -BIGGS	10/06/2023	1,210.90
14314	LEWIS BRISBOIS BISGAARD & SMITH LLP	AUGUST 2023 MONTHLY RETAINER INVOICE	10/06/2023	570.23
14336	Reding Tire & Battery Inc	CAR 2 OIL CHANGE	10/06/2023	43.05
14341	SOUTHWESTERN ILLINOIS COLLEGE	BOGARD -POLICY ACADEMY TUITION	10/06/2023	1,500.00
14342	Splash Splash Auto Bath LLC	POLICE DEPT CAR WASHES	10/06/2023	71.50
14345	SUMNER ONE, INC	CONTRACT BASE RATE FOR COPIER PD	10/06/2023	170.00
14346	Brad Sulton	4 CLASSES 50/50 SHARE MAX REIMB FOR FY 24	10/06/2023	2,500.00
14348	Tech Electronics Inc	PSB FIRM ALARM SUBSCRIPTION	10/06/2023	840.00
14353	TIMES TRIBUNE	LEGAL-PUBLIC NOTICE OF HIGHLAND	10/06/2023	39.34
14354	TRANSTUNION RISK AND ALTERNATIVE	TLO INVESTIGATION CHECKS	10/06/2023	154.00
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	279.36
14377	Watts Copy Systems Inc	DETECTIVE COPIER USAGE	10/06/2023	36.05
Total for Department: 012 Police Dept				75,096.45
Department: 013 Building & Zoning				
14275	City Of Highland	ELECTRIC INSPECTION	10/06/2023	400.00
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	18.13
14277	City Utilities	UTILITY CHARGES	10/06/2023	391.13
14312	Knebel's Auto Body Inc	MTN/REPAIR DODGE TRUCK 4 QTY TIRES	10/06/2023	937.60
14314	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	10/06/2023	4,369.90
14315	Craig Loyet	FINAL PLUMBING	10/06/2023	300.00
14340	Timothy Singler	FINAL PLUMBING	10/06/2023	300.00
14345	SUMNER ONE, INC.	COLOR OVERAGES	10/06/2023	119.79
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	374.38
14371	Zobrist Electric Inc	INSPECTIONS	10/06/2023	6,567.25
Total for Department: 013 Building & Zoning				15,957.95
Department: 014 Fire Dept				
14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	24.99
14254	ADR HIGHLAND, INC	INSTALL TRAILER HITCH INSTALLATION & WIRING 2014 FORD TRUCK	10/06/2023	225.00
14256	AMAZON CAPITAL SERVICES	1 QTY RAPID CARE FIRST AID 4 SHELF ALL PURPOSE FIRST AID CABINET	10/06/2023	440.82
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	60.66
14277	City Utilities	UTILITIES- SHED BOAT DOCK	10/06/2023	1,655.67

14291	Everlasting Etch	60 QTY COLORED ACYLIC VELCRO BACKING, 10 QTY WHITE METAL PASSPOR	10/06/2023	211.50
14292	FIRE CATT LLC	FIRE HOSE TESTING	10/06/2023	3,867.50
14306	Illinois State Police	COST CENTER 06489 FINGERPRINTS LGE	10/06/2023	84.75
14373	Huels Oil Co	SEPTEMBER DIESEL FUEL	10/06/2023	448.76
			Total for Department: 014 Fire Dept	7,019.65
Department: 017 Streets / PW Admin				
14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	23.18
14270	Broadway Battery & Tire	Asphalt Hot Box Trailer - Tires	10/06/2023	311.00
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	95.12
14277	City Utilities	Utilities	10/06/2023	1,037.03
14279	Cooperative Response Center, Inc	BASE FEE SEPT CRC AGENT CRC AGENT DIAL OUT.CRC LINK USER LICENSE	10/06/2023	76.92
14285	DigitalArtz LLC	Truck# 609 - Reflective City Logo.	10/06/2023	213.25
14287	Electrico Inc	US 40 & IL 143 - Work Request C10589	10/06/2023	331.25
14297	HAMEL SEED & FARM SUPPLY, INC.	25 Gal Glystar	10/06/2023	410.00
14314	LEWIS BRISBOIS BISGAARD & SMITH LLP	LABOR AND EMPLOYMENT FILE NO- 15386-2	10/06/2023	4,048.05
14322	Northtown Auto & Tractor	Dryer Cartridge ADIP - Truk 67	10/06/2023	189.05
14324	Oates Associates Inc	Flax Dr. Cul-De-Sac Sizing - Prof Services 7/29 - 8/25/23	10/06/2023	820.00
14325	O'Reilly Automotive Inc	Oil,Air Filters, Wiper Blade, 2.5 gal. Oil- Trucks 63, 65 & 67	10/06/2023	927.33
14337	KEITH W REECE	Main St. & Walnut: Cut, Trim 9/10/23 & 9/24/23	10/06/2023	115.00
14338	RUSH TRUCK CENTER, ST. LOUIS INTERNATI	Trucks 63, 65 & 67 - Filters , Kats, Fuel Filters	10/06/2023	225.65
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	20.76
14373	Huels Oil Co	DHS-PREM OFF-ROAD DIESEL	10/06/2023	3,758.20
			Total for Department: 017 Streets / PW Admin	14,781.56
			Total for Fund:001 General Fund	140,694.07
Fund: 007 Community Development Fund				
Department: 007 Community Development				
14286	EAGLE INN OF HIGHLAND LLC	2023 SALES TAX INCENTIVE	10/06/2023	50,000.00
14294	FURNITURE REWARDS LLC	2023 SALES TAX INCENTIVE	10/06/2023	10,000.00
14301	Highland Chamber Of Commerce	CHAMBER LUNCH AND LEARN- M HUBBARD	10/06/2023	20.00
			Total for Department: 007 Community Development	60,020.00
			Total for Fund:007 Community Development Fund	60,020.00
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
14260	ASPHALT SALES AND PRODUCTS INC	HMA, 7.05 tons, \$80 p/t - tic. # 459609 & 636	10/06/2023	844.80
14273	Christ Bros Inc	HMA - 7.55 ton, \$75 p/t, Tic. # 655468, 496	10/06/2023	831.75
14324	Oates Associates Inc	Matter Dr. Reconstruction - Prof. Services 7/29 - 8/25/23	10/06/2023	2,847.45
14331	Quality Testing & Eng Inc	Matter Dr. Project 23-0244-C- Field, Lab. & Office Services	10/06/2023	1,279.00
14335	Red E Mix LLC	6 bag - 4 cy, \$ 146 p/cy, Sm. load chg. Tic. # 60143955	10/06/2023	2,225.00
			Total for Department: 008 Motor Fuel Tax	8,028.00
			Total for Fund:008 Motor Fuel Tax Fund	8,028.00
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
ACH	IL Department Of Revenue	SEPTEMBER SALES TAX	10/09/2023	39.00
14251	A & B Gym Floors	PREP AND FINISH GYM FLOOR	10/06/2023	2,450.00
14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	5.59
14256	AMAZON CAPITAL SERVICES	1 QTY 100 PK BRIGHT NEON HOT PINK LANYARD FOR ID BADGES	10/06/2023	40.99
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	815.50
14277	City Utilities	KRC	10/06/2023	10,818.73
14290	Essenpreis Plumbing & Htg	Toilet repair kits for future repairs	10/06/2023	779.43
14302	Highland Pool & Spa Inc	Vertex 10% for pool	10/06/2023	49.98
14316	Mazzio's Pizza	PIZZA FOR KRC PARTY RENTALS	10/06/2023	776.00
14326	Orkin Exterminating	KRC monthly pest control bill	10/06/2023	82.09
14329	Pepsi	KRC concessions supplies	10/06/2023	304.17
14332	Quench USA, Inc	Waterbottle refill station monthly bill	10/06/2023	55.00
14348	Tech Electronics Inc	Monitoring service bill for 10/8-1/7/24	10/06/2023	87.00
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	560.37
14369	William F. Brockman Co	KRC concessions	10/06/2023	347.16
			Total for Department: 009 Korte Rec Center	17,211.01
Department: 016 Parks & Recreation				
ACH	IL Department Of Revenue	SEPTEMBER SALES TAX	10/09/2023	18.00
14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	146.98
14254	ADR HIGHLAND, INC.	Carbon dioxide for Brad's painter	10/06/2023	36.95
14257	Ameren Illinois	Evergreen st st lite	10/06/2023	61.36
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	593.05
14277	City Utilities	Square fountain	10/06/2023	8,373.41
14285	DigitalArtz LLC	Laminate decals for Hoffman park playground sponsors	10/06/2023	203.60
14288	Epic Sports	NEW SOCCER GOALS - WILL BE REIMBURSED BY HYSAC	10/06/2023	5,935.57
14289	John Ernst	refund for overcharge on hiking and camping	10/06/2023	70.00
14290	Essenpreis Plumbing & Htg	WCC toilet repair	10/06/2023	97.50
14305	Home Nursery Inc	memorial trees	10/06/2023	339.70
14308	Indiana University	IUEDP 2024 REGISTRATION - LAURA WILKEN	10/06/2023	485.00
14320	Munie Outdoor Service Inc	reprogramed and tested controller	10/06/2023	274.04
14330	Pioneer Manufacturing Company	Black paint for fields	10/06/2023	199.30
14334	R P Lumber Co Inc	WCC adapter downspout offset	10/06/2023	9.99
14344	Steve Schmitt Inc	Repair on Ryan's work truck	10/06/2023	76.65

14350	The Shopper's Review	AD FOR THE GARDEN CLUB	10/06/2023	32.94
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	87.66
14370	Wooderest Small Engine	LEAF BLOWER REPAIR	10/06/2023	25.00
14373	Huels Oil Co	SEPTEMBER DIESEL FUEL	10/06/2023	872.22
Total for Department: 016 Parks & Recreation				20,118.69
Department: 503 Swimming Pool Fund				
14277	City Utilities	Outdoor pool	10/06/2023	365.88
14343	Steinmann Service	Outdoor pool end of season cleaning/winterizing	10/06/2023	168.00
Total for Department: 503 Swimming Pool Fund				533.88
Department: 715 Cemetery Fund				
14277	City Utilities	Cemetery	10/06/2023	73.69
14323	Nu Way Concrete Forms Troy LLC	materials for laying concrete	10/06/2023	292.46
14335	Red E Mix LLC	Concrete for cemetery	10/06/2023	296.00
Total for Department: 715 Cemetery Fund				662.15
Total for Fund:009 Parks & Rec Fund				38,525.73
Fund: 015 American Rescue Plan Act Funds				
Department: 015 Foreign Fire Insurance				
14282	Curry & Associates Engineers Inc	2017.79 Reconstruction of Old Highland City Lake Spillway Bid.	10/06/2023	110,662.16
Total for Department: 015 Foreign Fire Insurance				110,662.16
Total for Fund:015 American Rescue Plan Act Funds				110,662.16
Fund: 050 Street NHR Construction				
Department: 050 Street NHR Construction				
14324	Oates Associates Inc	SOUTH POPLAR SERVICE FOR JULY 29,2023 - AUG 25, 2023	10/06/2023	2,087.50
Total for Department: 050 Street NHR Construction				2,087.50
Total for Fund:050 Street NHR Construction				2,087.50
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
14386	HARTMAN RENTALS	Refund Check 018255-003	10/10/2023	57.37
14387	MATTHEW KENNEDY	Refund Check 023148-000	10/10/2023	3.95
14388	ALICIA TAYLOR	Refund Check 023452-000	10/10/2023	1.88
Total for Department: 000 Balance Sheet Accounts				63.20
Department: 101 Electric Admin				
ACH	IL Dept Of Revenue	SEPTEMBER UTILITY TAX	10/09/2023	19,638.87
14259	Aramark Uniform Services	RUG SERVICE	10/06/2023	178.94
14277	City Utilities	UTILITY CHARGES	10/06/2023	912.63
14279	Cooperative Response Center, Inc	BASE FEE SEPT CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	10/06/2023	1,076.94
14314	LEWIS BRISBOIS BISGAARD & SMITH LLP	AUGUST 2023 MONTHLY RETAINER INVOICE	10/06/2023	328.98
14328	PAETEC	LONG DISTANCE CHARGE	10/06/2023	0.01
14345	SUMNER ONE, INC	COLOR OVERAGES	10/06/2023	119.78
14351	Third Millennium Assoc Inc	UTILITY BILL RENDERING	10/06/2023	945.14
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	20.40
Total for Department: 101 Electric Admin				25,401.46
Department: 102 Electric Production				
14259	Aramark Uniform Services	SEPTEMBER UNIFORM AND RUG SERVICE	10/06/2023	376.26
14277	City Utilities	UTILITY CHARGES	10/06/2023	4,213.07
14317	McKay Auto Parts Inc	SHOP TOOLS FOR POWER PLANT	10/06/2023	14.99
14325	O'Reilly Automotive Inc	12 QTY 14OZ BRACKCLN, 1 QTY RAZOR BLADES	10/06/2023	127.84
14335	Red E Mix LLC	BOLTS FOR CONCRETE WORK AT NEW MECHANIC SHOP	10/06/2023	75.00
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14365	VIPOWER SERVICES LLC	LOOKED AT IMPROPERLY READING TRANSMITTER ON GEN	10/06/2023	330.00
14368	Wilke Truck Service, Inc.	ROCK FOR COOLING TOWER	10/06/2023	431.46
14370	Wooderest Small Engine	BLADE KIT	10/06/2023	59.99
Total for Department: 102 Electric Production				7,808.38
Department: 104 Electric Distribution				
14257	Ameren Illinois	OPTIONAL LIGHTING CHARGE	10/06/2023	91.74
14258	ANIXTER, INC.	GL113 SPLICE, AUTOMATIC, 3SOL	10/06/2023	2,649.60
14267	Bobcat of St. Louis	CHIPPER BLADES	10/06/2023	315.84
14295	Graybar	37.5 KVA Pole Mount	10/06/2023	45,600.00
14297	HAMEL SEED & FARM SUPPLY, INC.	25 Gal Glystar	10/06/2023	100.00
14317	McKay Auto Parts Inc	PARTS FOR NEW CHIPPER	10/06/2023	26.75
14321	NEXT GENERATION MANAGEMENT SOLUTIO	CLEANED BREAKROOM FLOOR	10/06/2023	325.00

14322	Northtown Auto & Tractor	TIRE VALVE	10/06/2023	8.58
14325	O'Reilly Automotive Inc	2 QTY O'REILLEY DEF	10/06/2023	256.18
14347	TANTALUS SYSTEMS INC.	TC-1220-RD	10/06/2023	917.63
14356	Truck Centers Inc	PARTS FOR DOUBLE BUCKET	10/06/2023	79.99
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14364	VALTEC HYDRAULICS, INC.	PARTS FOR EASEMENT MACHINE	10/06/2023	147.56
14365	VIPOWER SERVICES LLC	CITY OF HIGHLAND- SCADA REPLACEMENT	10/06/2023	85,235.60
14370	Woodcrest Small Engine	PARTS	10/06/2023	62.00
14373	Huels Oil Co	SEPTEMBER DIESEL FUEL	10/06/2023	1,669.42
14376	Graybar	990211-P S&E Electric Tripsaver	10/06/2023	99,154.75

Total for Department: 104 Electric Distribution 238,820.41

Total for Fund:101 Electric Fund 272,093.45

Fund: 111 FTTP Fund

Department: 111

ACH	IL Department Of Revenue	SEPTEMBER SALES TAX	10/09/2023	30.00
ACH	ILLINOIS DEPT OF REVENUE	SEPTEMBER RT-2 TELECOMMUNICATIONS TAX RETURN	10/09/2023	2,807.89
ACH	USAC BILLING & DISBURSEMENT	SUPPORT MECHANISM CHARGES	10/11/2023	1,015.57
14256	AMAZON CAPITAL SERVICES	6- DESK PHONE W/HANDSET, 1- BLACK INK CARTRIDGE, 2- ETHERNET SWI	10/06/2023	1,330.29
14265	JORDAN BAUER	PER DIEM FOR CALIX CONF JORDAN BAUER	10/06/2023	288.75
14271	CALIX INC.	SHIPPING AND HANDLING	10/06/2023	6,916.20
14274	Home Box Office Cinemax	SEPTEMBER VIDEO CONTENT FEE	10/06/2023	80.00
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	2.58
14277	City Utilities	UTILITIES- 192 WOODCREST DR	10/06/2023	2,967.25
14279	Cooperative Response Center, Inc	BASE FEE SEPT CRC AGENT CRC AGENT DIAL OUT CRC LINK USER LICENSE	10/06/2023	230.78
14295	Graybar	60 QTY CABLE HOOK 1 5/16 IN 50 4PAIR, 30 QTY CABLE HOOK 2 IN 70	10/06/2023	273.56
14296	GREAT LAKES DATA SYSTEMS	BROADHUB SOFTWARE SUPPORT	10/06/2023	1,350.00
14297	HAMEL SEED & FARM SUPPLY, INC	25 Gal. Glystar	10/06/2023	50.00
14299	Home Box Office HBO	SEPTEMBER VIDEO CONTENT FEE	10/06/2023	270.00
14307	Angela Imming	PER DIEM FOR CALIX CONF OCT 2023 A. IMMING	10/06/2023	205.50
14311	KGP Logistics Inc	2.5X3.5 WHIE MARKING FLAG 21" (1,000/CS)	10/06/2023	73.61
14314	LEWIS BRISBOIS BISGAARD & SMITH LLP	AUGUST 2023 MONTHLY RETAINER INVOICE	10/06/2023	87.73
14319	Missouri Network Alliance LLC	VIDEO CONTENT FEE	10/06/2023	19,358.98
14352	Thole Fabrication & Welding Inc	REPAIR TO TRAILER	10/06/2023	200.00
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	4,920.51
14373	Huels Oil Co	SEPTEMBER DIESEL FUEL	10/06/2023	181.99
14374	ARELION US INC	ARELION CARRIER ETHERNET VIRTUAL PRIVATE LINE(11/01/23-11/30/23)	10/06/2023	4,280.00
14375	CALIX INC.	Calix Cloud Foundation - October 1-31, 2023 Actual users. 535	10/06/2023	310.30

Total for Department: 111 49,411.26

Total for Fund:111 FTTP Fund 49,411.26

Fund: 201 Water Fund

Department: 000 Balance Sheet Accounts

14387	MATTHEW KENNEDY	Refund Check 023148-000	10/10/2023	0.86
14388	ALICIA TAYLOR	Refund Check 023452-000	10/10/2023	0.55

Total for Department: 000 Balance Sheet Accounts 1.41

Department: 201 Water Admin

14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	85.72
14279	Cooperative Response Center, Inc	BASE FEE SEPT CRC AGENT CRC AGENT DIAL OUT.CRC LINK USER LICENSE	10/06/2023	76.92
14351	Third Millennium Assoc Inc	UTILITY BILL RENDERING	10/06/2023	315.05
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	74.34

Total for Department: 201 Water Admin 552.03

Department: 202 Water Production

14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	137.87
14257	Ameren Illinois	Utility Services	10/06/2023	127.43
14264	BARNETT PEST SOLUTIONS	Onslaught for 2 Main Bldg., 2 Pump Houses	10/06/2023	130.00
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	8.05
14277	City Utilities	Utilities	10/06/2023	15,117.09
14282	Curry & Associates Engineers Inc	2023.85 Clearwell Improvements & Mod. to Chlorine/Ammonia Systems	10/06/2023	4,129.08
14290	Essenpreis Plumbing & Htg	Tested 5 Back Flow Preventers - RPZ - WTP	10/06/2023	771.20
14293	Foresight Services Inc	WTP Roof Replacement- Pre-Work . Design, Pre-Bid Meeting	10/06/2023	730.00
14322	Northtown Auto & Tractor	Superquick Fill, Giant Red Funnel	10/06/2023	14.48
14349	Teklab Inc	Fluoride Aq., Total Org. Carbon Aq., Gross Alpha/Beta Aqueous,	10/06/2023	554.80
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	19.89
14362	USALCO	DelPAC 2950 - 45,180 lbs.	10/06/2023	16,490.70
14389	Batteries Plus	1 QTY SMART-UPS 3000VA LCD 120V	10/10/2023	3,552.17

Total for Department: 202 Water Production 43,962.53

Department: 203 Water Distribution

14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	0.77
14256	AMAZON CAPITAL SERVICES	1 QTY HYKOLITY ST205/75R14 RADIAL TRAILER TIRE 205 75R14	10/06/2023	124.99
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	134.26
14277	City Utilities	Utilities	10/06/2023	813.18
14322	Northtown Auto & Tractor	Brake Clean Low Voc	10/06/2023	22.14
14334	R P Lumber Co Inc	Solid Concrete Blocks. Pallet- Concrete or Block Pallet	10/06/2023	151.71
14339	Schulte Supply Inc	5 1/4" x 12" K-8150 Extension Kit	10/06/2023	1,496.47
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.76
14373	Huels Oil Co	SEPTEMBER DIESEL FUEL	10/06/2023	451.51

Total for Department: 203 Water Distribution 5,374.79

			Total for Fund:201 Water Fund	49,890.76
Fund: 301 Sewer Fund				
Department: 000 Balance Sheet Accounts				
14387	MATTHEW KENNEDY	Refund Check 023148-000	10/10/2023	0.86
14388	ALICIA TAYLOR	Refund Check 023452-000	10/10/2023	0.54
			Total for Department: 000 Balance Sheet Accounts	1.40
Department: 301 Sewer Admin				
14279	Cooperative Response Center, Inc	BASE FEE SEPT CRC AGENT.CRC AGENT DIAL OUT.CRC LINK USER LICENSE	10/06/2023	76.92
14314	LEWIS BRISBOIS BISGAARD & SMITH LLP	AUGUST 2023 MONTHLY RETAINER INVOICE	10/06/2023	65.80
14351	Third Millennium Assoc Inc	UTILITY BILL RENDERING	10/06/2023	315.05
			Total for Department: 301 Sewer Admin	457.77
Department: 303 Sewer Collection				
14253	Ace Hardware	ACE OPERATING SUPPLIES	10/06/2023	0.78
14256	AMAZON CAPITAL SERVICES	1 QTY HYKOLITY ST205/75R14 RADIAL TRAILER TIRE 205 75R14	10/06/2023	124.99
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	134.26
14277	City Utilities	Utilities	10/06/2023	813.18
14322	Northtown Auto & Tractor	Brake Clean Low Voc	10/06/2023	22.14
14334	R P Lumber Co Inc	Solid Concrete Blocks, Pallets- Concrete or Block Pallet	10/06/2023	151.71
14339	Schulte Supply Inc	5 1/4" x 12" K-8150 Extension Kit	10/06/2023	827.10
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14373	Huels Oil Co	SEPTEMBER DIESEL FUEL	10/06/2023	451.51
			Total for Department: 303 Sewer Collection	4,705.44
Department: 304 Water Reclamation Facility				
14263	Aviston Lumber Company	80# Pre-Mix Concrete	10/06/2023	15.10
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	19.68
14277	City Utilities	Utilities	10/06/2023	11,403.93
14298	Hawkins Inc	Demurrage	10/06/2023	40.00
14322	Northtown Auto & Tractor	Brake Clean Low Voc	10/06/2023	133.70
14357	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	10/06/2023	2,179.77
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	5.88
14361	USA Blue Book	Whatman 934-AH Glass Fiber Filter 70mm, pk/100	10/06/2023	106.95
14371	Zobrist Electric Inc	For Chlorine Flow - WRF- Electric work completed	10/06/2023	7,250.00
			Total for Department: 304 Water Reclamation Facility	21,155.01
Department: 305 WRF Pretreatment				
14277	City Utilities	Utilities	10/06/2023	25.78
			Total for Department: 305 WRF Pretreatment	25.78
			Total for Fund:301 Sewer Fund	26,345.40
Fund: 308 WRF Loan Payment Fund				
Department: 308 WRF Loan Payment Fund				
ACH	Illinois Environmental Protection Agency	WASTEWATER PROJECT - WATER REVOLVING FUND	10/11/2023	265,879.57
			Total for Department: 308 WRF Loan Payment Fund	265,879.57
			Total for Fund:308 WRF Loan Payment Fund	265,879.57
Fund: 310 Sewer Dist Repayment Fund				
Department: 310 Sewer Trunk Main Loan Repaymen				
ACH	Illinois Environmental Protection Agency	SEWER TRUNK MAIN LOAN REPAYMENT	10/13/2023	46,309.93
			Total for Department: 310 Sewer Trunk Main Loan R	46,309.93
			Total for Fund:310 Sewer Dist Repayment Fund	46,309.93
Fund: 401 Ambulance Fund				
Department: 401 Ambulance Fund				
14255	Airgas USA,LLC	OXYGEN	10/06/2023	194.60
14256	AMAZON CAPITAL SERVICES	1 QTY UNDER DESK FOOTREST	10/06/2023	212.23
14264	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL - EMS	10/06/2023	120.00
14268	Bound Tree Medical, LLC	EMS SUPPLIES	10/06/2023	369.33
14276	City Of Highland	SEPTEMBER CENTRAL PURCHASING	10/06/2023	451.65
14277	City Utilities	UTILITIES- 1122 BROADWAY	10/06/2023	730.82
14283	DATATRONICS, INC	MOBILE ROUTERS IN 1541&1543,CHANGED WIRING 1542,SIERRA 1541&1542	10/06/2023	650.00
14300	HEALTHLINK	MEDICARE RECAL ON 05/13/23 ROBERT HILMES EOB#20230714-40566	10/06/2023	3.66
14304	MONICA HOLDEN	AMBULANCE OVERPAYMENT	10/06/2023	25.50
14310	JORGE JAVIER	AMBULANCE REFUND - OVERPAYMENT	10/06/2023	63.00
14313	Leon Uniform Company Inc	1 QTY WOMENS STRYKE PANT - NAVY	10/06/2023	82.00
14318	MICK'S GARAGE INC.	AMBULANCE INSPECTION #1541	10/06/2023	39.00
14355	TRICAREL	MEDICARE RECAL 05/06/23 ROGER KNEBEL INS ID #347449671	10/06/2023	4.45
14358	U S Postal Service	POSTAGE READINGS FROM 04/17/2023 THROUGH 10/02/2023	10/06/2023	247.89
14359	U.S. BANK EQUIPMENT FINANCE	COPIER/LEASE USAGE	10/06/2023	169.08

14360	UPS	SHIPPING CHARGES	10/06/2023	19.18
14363	Sue Vallee	AMBULANCE REFUND - PAID TWICE	10/06/2023	70.00
14367	WEBER GRANITE CITY FORD LLC	MTN/REPAIR #1541	10/06/2023	2,782.82
14373	Huels Oil Co	SEPTEMBER DIESEL FUEL	10/06/2023	1,792.05
			Total for Department: 401 Ambulance Fund	8,027.26
			Total for Fund:401 Ambulance Fund	8,027.26
Fund: 702 Police Pension Fund				
Department: 702 Police Pension Fd				
14327	DENNIS ORSEY	EXCEEDED QTRLY RETAINER AMT FROM 04/21/23-07/20/23	10/06/2023	3,326.10
			Total for Department: 702 Police Pension Fd	3,326.10
			Total for Fund:702 Police Pension Fund	3,326.10
Fund: 713 Solid Waste Fund				
Department: 000 Balance Sheet Accounts				
14387	MATTHEW KENNEDY	Refund Check 023148-000	10/10/2023	1.11
14388	ALICIA TAYLOR	Refund Check 023452-000	10/10/2023	2.28
			Total for Department: 000 Balance Sheet Accounts	3.39
Department: 713 Solid Waste Fund				
14351	Third Millennium Assoc Inc	UTILITY BILL RENDERING	10/06/2023	315.05
14385	ALLIED WASTE TRANSPORTATION INC	TEMP DUMSPTR SERVICES	10/10/2023	7,269.90
			Total for Department: 713 Solid Waste Fund	7,584.95
			Total for Fund:713 Solid Waste Fund	7,588.34
			<u>Grand Total</u>	<u>1,088,889.53</u>

Accepted by City Council October 16, 2023

Mayor _____

Clerk _____