

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
HIGHLAND AREA SENIOR CENTER
187 WOODCREST DRIVE
MONDAY, NOVEMBER 6, 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 16, 2023 Regular Session (attached)

PUBLIC FORUM:

- A. Citizens' Requests and Comments:

1. Special Event Application – City Christmas Lighting Ceremony – Mallord Hubbard, Representative

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

- B. Requests of Council:

- C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Bill #23-110/ORDINANCE Repealing and Replacing Chapter 78, Utilities, Article IV, Water Service, Section 78-475, Schedule of Water Rates (attached)
- B. **MOTION** – Bill #23-111/ORDINANCE Authorizing Execution of a Commercial Real Estate Sales Contract with Kampwerth Oil Company to Purchase Land for a Public Purpose (attached)
- C. **MOTION** – Bill #23-112/ORDINANCE Approving and Authorizing the City Manager to Execute a Development Agreement Between City, Grandview Farms Limited Partnership, and Flax Meadow Townhomes II LP, for Cul De Sac Subdivision and Development, and Development of Flax Drive (attached)
- D. **MOTION** – Bill #23-113/RESOLUTION Approving Preliminary Plat for Proposed Subdivision to be Developed by Owner Flax Meadow Townhomes II LP, Located in Madison County, Illinois, Containing: PPN: 02-2-18-28-13-301-022,
PPN: 02-2-18-28-13-301-024, and
PPN: 02-2-18-28-13-301-023 (attached)
- E. **MOTION** – Bill #23-114/RESOLUTION Approving the Final Plat of Flax Meadow Townhomes II, Containing: PPN: 02-2-18-28-13-301-022,
PPN: 02-2-18-28-13-301-024, and
PPN: 02-2-18-28-13-301-023 (attached)

Continued

F. **MOTION** – Bill #23-115/RESOLUTION Issuing an “A2” Liquor License to John melosi, Vicki Tift, Brad Eyman, Jacob Melosi, Melissa Miller and Ben Melosi, on Behalf of Old Time Pub, LLC, Pursuant to Chapter 6, of the Code of Ordinances, City of Highland, Entitled Alcoholic Liquor (attached)

G. **MOTION** – Approve a Notice of Municipal Letting, Bid #E-05-23, for the Purchase of Replacement Lighting Fixtures for Rinderer Park (attached)


REPORTS:

A. **MOTION** – Accepting Expenditures Report #1253 for Oct. 14, 2023 through Nov. 3, 2023 (attached)

EXECUTIVE SESSION:

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

ADJOURNMENT:

	Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimburger, ADA Coordinator, by 9:00 AM on Monday, November 6, 2023.
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BE ADVISED this is a public meeting conducted in accordance with Illinois state law and may be recorded for audio and video content. City reserves the right to broadcast or re-broadcast the content of this meeting at City’s sole discretion. City is not responsible for the content, video quality, or audio quality of any City meeting broadcast or re-broadcast.

Directions for Public Monitoring of Highland City Council Meetings:

The City of Highland is providing the following phone number for use by citizens to call in just before the start of this meeting:

618-882-5625

Once connected, you will be prompted to enter a conference ID number.

Conference ID #: 867900

This will allow a member of the public to hear the city council meeting.

Note: This is for audio monitoring of the meeting, only. Anyone dialing in will not be able make comments.

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

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



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

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

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

PROCEDURE:

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: _____

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

Location of Event: _____

Sponsoring Organization/Individual: _____

Event Responsible Party: _____

Address: _____

Phone(s): _____

Email: _____

Secondary Contact: _____

Address: _____

Phone(s): _____

Email: _____

Date(s) of Set-up: _____

Event Date(s) / Times:

Date(s) of Tear-down: _____

Expected Attendance: _____

Alcohol License Required: Yes No

If yes, application received: Yes No

Sound Amplification System utilized: Yes No

If yes, hours of operation: _____

Funding request of the Council: Yes No

Amount requested and purpose: _____

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

(Directors must initial behind requests)

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

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

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

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

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

Application Checklist (Attachments):

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

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

- Site Plan Rendering** _____

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

Event Sponsor Responsible Party Date

City Manager Date

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 78, UTILITIES,
ARTICLE IV, WATER SERVICE,
SECTION 78-475, SCHEDULE OF WATER RATES**

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

WHEREAS, from time to time, City makes changes to the services it provides to City water customers, and the rates charged to City water customers; and

WHEREAS, the Director of Public Works has informed the City Council of the need to increase City water rates based on the needs of the water department master plan, funding price increases due to chemicals, labor, materials, and equipment, and maintaining a positive cash flow for the water fund; and

WHEREAS, the Director of Public Works has recommended the City increase the City water rates based on the needs of the water department, including but not limited to executing the water department master plan, funding operational increases in the cost for chemicals, labor, materials, and equipment, and maintaining a positive cash flow for the water fund, as set forth in “Section 78-475 - Schedule of water rates,” of the City Code of Ordinances; and

WHEREAS, the Director of Public Works has recommended to the City Council that the water rates be increased 3.00% beginning in January 2024; and

WHEREAS, the City Council finds that the recommendations of the Director of Public Works should be approved and implemented; and

WHEREAS, City has determined “Section 78-475 - Schedule of water rates” of the City Code of Ordinances, should be repealed and replaced; and

WHEREAS, City has determined it is in the best interest of the health, safety, general welfare and economic welfare of City to repeal and replace Chapter 78, Utilities, Article IV, Water Service, Section 78-475, Schedule of Water Rates.

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to give effect to this Ordinance.

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. In the event of conflicts between any provision of this Ordinance and the provisions of any previously adopted and approved Ordinance, the provisions of this Ordinance

shall govern.

Section 3. Chapter 78, Utilities, Article IV, Water Service, Section 78-475, Schedule of Water Rates, and all subsequent amendments are hereby repealed and replaced.

Section 4. Chapter 78, Utilities, Article IV, Water Service, Section 78-475, Schedule of Water Rates, shall now state:

Sec. 78-475. Schedule of water rates.

The following schedule of rates shall be the schedule of rates for the furnishing of water by the city water treatment plant. The charge and billing to the consumer shall be computed upon the service to and the monthly consumption of the consumer as applied to those rates and such monthly consumption of the consumer shall mean the total gallons consumed between any two consecutive readings to be taken, as nearly as may be practicable, every 30 days. As used in this section, the following words shall have the following meaning:

Retail consumption: All the water consumption other than wholesale consumption.

Wholesale consumption: All water supplied to a consumer for which the primary purpose of such supply is resale to others and not for such consumers own use irrespective of whether located in the city or not, unless provided through a contract with the city.

Own use: Water, the end use of which is on the consumer's own property, or the end use of which is for that consumer's own private use.

Private fire protection: Those installations of service connections for which the sole purpose is to supply water to fire protection devices installed on the premises served by such service connections.

(1) A service charge shall be payable by all consumers per billing period as follows:

Service charge based on size of inlet service connection:

	Meter Location		Meter Location		Meter Location	
Size of Inlet Sized Meter Installed (in inches)	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
Effective	January 1, 2024		January 1, 2025		January 1, 2026	
5/8 or 3/4	\$10.29	\$18.05	\$10.60	\$18.59	\$10.92	\$19.14
1	20.91	36.55	21.54	37.65	22.18	38.78
1½	39.86	69.77	41.06	71.87	42.29	74.02
2	58.84	103.00	60.61	106.09	62.43	109.27
3	142.38	249.12	146.65	256.59	151.05	264.29

4	237.28	415.24	244.40	427.70	251.73	440.53
6	474.51	830.43	488.75	855.34	503.41	881.00

(2) A volume charge shall be payable by all consumers per 100 gallons of water as follows:

a. All consumers except wholesale consumers: Shall pay the volume charge as follows per 100 gallons of water used per billing period, in addition to the service charge:

Gallons Used Per Billing Period	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
Effective	January 1, 2024		January 1, 2025		January 1, 2026	
First 10,000	\$0.700	\$1.228	\$0.721	\$1.265	\$0.743	\$1.303
Next 60,000	0.646	1.130	0.665	1.164	0.685	1.199
Over 70,000	0.359	0.630	0.370	0.649	0.381	0.669

b. All wholesale consumers shall pay the volume charge as follows per 100 gallons of water used per billing period, in addition to the service charge:

Effective	January 1, 2024	January 1, 2025	January 1, 2026
<i>All usage</i>	\$0.469	\$0.483	\$0.497

(3) Private fire protection charge based on size of service line is payable per billing period by all consumers with private fire protection installation in addition to all other charges:

Size of Service Connection Installed (in inches)	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
Effective	January 1, 2024		January 1, 2025		January 1, 2026	
2 & under	\$5.14	\$9.00	\$5.29	\$9.27	\$5.45	\$9.55
3	17.43	30.49	17.95	31.40	18.49	32.34
4	29.52	51.68	30.41	53.23	31.32	54.82

6	87.15	157.96	89.76	162.70	92.46	167.58
8	244.45	427.80	251.78	440.63	259.34	453.85
10	339.44	594.04	349.62	611.86	360.11	630.22
12	539.70	944.51	555.89	972.85	572.57	1002.03

* The additional private fire protection service charges to a consumer having multiple private fire protection service connections — the sole purpose of all of which is to supply water to fire protection devices installed on the premises served by such service connections — for premises having the same physical address, shall be modified as follows, with respect only to the same-sized private fire protection service connections for the premises having the same physical address:

- a. The charge per billing period to the consumer for the first private fire protection service connection of a particular size shall be 100 percent of the amount set forth in the immediately preceding table;
- b. The charge per billing period to the consumer for the second private fire protection service connection of the same size shall be 80 percent of the amount set forth in the immediately preceding table;
- c. The charge per billing period to the consumer for the third private fire protection service connection of the same size shall be 70 percent of the amount set forth in the immediately preceding table;
- d. The charge per billing period to the consumer for the fourth private fire protection service connection of the same size shall be 60 percent of the amount set forth in the immediately preceding table;
- e. The charge per billing period to the consumer for the fifth private fire protection service connection of the same size shall be 50 percent of the amount set forth in the immediately preceding table;
- f. The charge per billing period to the consumer for the sixth private fire protection service connection of the same size shall be 40 percent of the amount set forth in the immediately preceding table;
- g. The charge per billing period to the consumer for the seventh private fire protection service connection of the same size shall be 30 percent of the amount set forth in the immediately preceding table;
- h. The charge per billing period to the consumer for the eighth private fire protection service connection of the same size shall be 20 percent of the amount set forth in the immediately preceding table;
- i. The charge per billing period to the consumer for the ninth private fire protection service connection of the same size shall be ten percent of the amount set forth in the immediately preceding table;
- j. The charge per billing period to the consumer for the tenth private fire protection service connection (and for each private fire protection service connection above the number of ten), of the same size shall be zero percent of the amount set forth in the immediately preceding table: that is, there shall be no private fire protection charge per billing period to the consumer for such a fire protection service connection.

The fact — that a consumer receives, at a single billing address, bills for additional private fire protection service charges for fire protection service connections for premises in various locations — shall be irrelevant to determining whether multiple private fire protection service connections of a particular size are for premises having the same physical address.

Section 5. 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 6. 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:

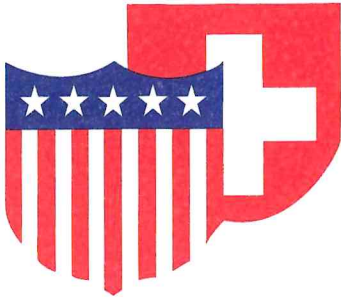
ABSENT:

APPROVED:

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

ATTEST:

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



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: November 1, 2023

SUBJECT: Water Rates Ordinance Amendment Fiscal Years 2024-2026
Recommendation for Approval

RECOMMENDATION

I recommend that you request council approval to amend the water rates in Section 78-475, Article IV of the Highland Code as attached.

DISCUSSION

It is time to evaluate our water rates. The last increase was in January of this year, and we have been making small, incremental adjustments over the past 5 years to keep up with inflation and necessary capital improvements. However, the cost of doing business has made it difficult to keep our water treatment expenses in check. In the last couple of years, chemical costs have varied wildly, ranging from 25% to 200%, as we emerged from the pandemic. While the scarcity of materials seems to be subsiding and costs are coming down, they are still not at pre-COVID rates. As the nation's supply chain crisis happened, most of our regularly purchased items easily surpassed the typical 2.00% increase from the previous year in our budget.

Our future capital projects have averaged \$430,000 each year for distribution, including meters, main replacements, and equipment, and \$225,000 each year for the plant, including equipment and building upgrades. Capital projects were kept to a minimum during the pandemic and improvements need to get back on track. We have not replaced older mains since 2020 and need to get back on an annual replacement program again. This year, we have already experienced 15 water main breaks. The plant has not been upgraded since 1993, and numerous repairs are needed for the buildings and equipment.

While we welcome the recent rate increases of 1.5% annually from 2019 through this year, they do not keep up with rising costs. The water fund has consistently budgeted 2.00% increases for operations and maintenance items, and we risk falling further behind in our budgets.

The table below shows the current rate with rate percentage increases. I am using an average consumption use for a family of four.

	Gallons Used Per Month Typical Residential (gallons)	Volume Charge Per 100 Gallons	Meter Charge (Inside City) 5/8" meter	Monthly Charge	Increase from Current Rate
Currently	4,000	\$ 0.680	\$ 9.99	\$ 37.19	
Proposed 1.5%	4,000	\$ 0.690	\$ 10.14	\$ 37.75	\$ 0.56
Proposed 2.0%	4,000	\$ 0.694	\$ 10.19	\$ 37.93	\$ 0.74
Proposed 2.50%	4,000	\$ 0.697	\$ 10.24	\$ 38.12	\$ 0.93
Proposed 3.00%	4,000	\$ 0.718	\$ 10.55	\$ 39.26	\$ 1.14

The tables below depict the anticipated dollar amount the fund will produce for each fiscal year. The operating expenses column includes the operation and maintenance and capital projects projected for the next three years. The additional income shown in the last column will allow us to enhance our capital projects. The table show a comparison between 2.00% and 3.00% for proposed operating year-end balances:

2.00%

Fiscal Year	Rate Increase Percentage	Charges for Services ACTUAL Revenue	Other Water Revenue	Total Revenue	Operating Expenses (including capital projects)	Water Operating Income (loss)
2023-2024	1.50%	\$ 2,952,700	\$ 65,500	\$ 3,018,200	\$ 3,083,139	\$ (64,939)
2024-2025	2.00%	\$ 3,011,754	\$ 70,000	\$ 3,081,754	\$ 3,055,099	\$ 26,655
2025-2026	2.00%	\$ 3,071,989	\$ 70,000	\$ 3,141,989	\$ 3,101,991	\$ 39,998
2026-2027	2.00%	\$ 3,133,429	\$ 70,000	\$ 3,203,429	\$ 3,148,379	\$ 55,050

3.00%

Fiscal Year	Rate Increase Percentage	Charges for Services ACTUAL Revenue	Other Water Revenue	Total Revenue	Operating Expenses (including capital projects)	Water Operating Income (loss)
2023-2024	1.50%	\$ 2,952,700	\$ 65,500	\$ 3,018,200	\$ 3,083,139	\$ (64,939)
2024-2025	3.00%	\$ 3,041,281	\$ 70,000	\$ 3,111,281	\$ 3,055,099	\$ 56,182
2025-2026	3.00%	\$ 3,132,519	\$ 70,000	\$ 3,202,519	\$ 3,101,991	\$ 100,528
2026-2027	3.00%	\$ 3,226,495	\$ 70,000	\$ 3,296,495	\$ 3,148,379	\$ 148,116

I am proposing a 3.00% increase across the rate structure beginning January 2024 through January 2026 to build back up room for more capital projects. It is estimated to increase an average monthly bill by \$1.14 each month. We will reevaluate our rates during the 2027 fiscal year and make a proposal around this time in 2026.

FISCAL IMPACT

The additional revenue will fund water infrastructure improvements.

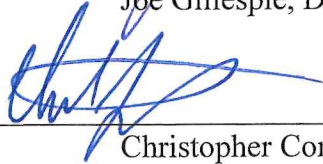
CONCURRENCE

Recommended by: _____



Joe Gillespie, Director of Public Works

Approved by: _____



Christopher Conrad, City Manager

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
A COMMERCIAL REAL ESTATE SALES CONTRACT WITH
KAMPWERTH OIL COMPANY FOR A PUBLIC PURPOSE**

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

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to purchase real estate for public purposes; and

WHEREAS, City 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 for the public purposes of potential expansion of the Department of Light & Power facilities, specifically:

Lots 1, 2 and 3 in Block 9 in City of Highland, in the Northeast Quarter of the Northwest Quarter of Section 5 Township 3 North, Range 5 West of the Third Principal Meridian (except so much as was heretofore conveyed to and is occupied by the Rail-road as a side or switch track and except that part conveyed to the City of Highland in Book 1233 Page 455 and in Book 1473 Page 359) in Madison County, Illinois.

Permanent Parcel I. D. #01-2-24-05-06-101-002

(“Property”); and

WHEREAS, City has determined it necessary to purchase the Property from Kampwerth Oil and enter a real estate purchase contract for \$5,000.00 (See Commercial Real Estate Contract attached hereto as **Exhibit A**); and

WHEREAS, the Property will be used for possible expansion of the Department of Light and Power facilities, or another public purpose, and the purchase will promote the health, safety, general welfare and economic welfare of City residents; and

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

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

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

- Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Highland, Illinois.
- Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the Property from Kampwerth Oil Company for \$5,000.00, and pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.
- Section 3. This Ordinance shall be known as Ordinance No. _____, and shall be effective upon its passage and approval in accordance with law.

Passed by the City Council 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

COMMERCIAL REAL ESTATE SALES CONTRACT

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

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

- I.** **Sale of Property.** Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as **Parcel Number:** 01-2-24-05-06-101-002, more particularly described in **Exhibit A** (the "Property").

- II.** **Purchase Price and Payment.** The purchase price ("Purchase Price") for the Property is **five thousand dollars and no cents (\$5,000.00)**, which shall be paid as follows:
 - a. **Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.

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

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

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

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

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

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

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

V. Investigation of the Property. From and after the date that this Agreement is signed by the last party hereto, Seller grants to Purchaser and its agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and

topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (collectively, "Investigations").

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

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

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

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

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

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

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

VII. Closing

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

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

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

If to Seller: Kampwerth Oil Company

 Alan Kampwerth
 13300 Michael Road
 Highland, IL 62249
 (618) 781-1921
 rtkamp2@allpointnetworx.com

and

Randall Kampwerth
2735 Becker Road
Highland, IL 62249

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

IX. Additional Covenants.

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

X. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST,

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

PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

XI. Litigation.

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

XII. Defaults and Remedies

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

XIII. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of Seller.
- b. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- c. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.

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

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:

Kampwerth Oil Company

Alan Kampwerth
13300 Michael Road
Highland, IL 62249
(618) 781-1921
rtkamp2@allpointnetworx.com

By: _____

Date: _____

and

Randall Kampwerth
2735 Becker Road
Highland, 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: _____

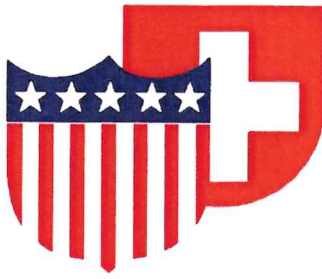
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2 and 3 in Block 9 in City of Highland, in the Northeast Quarter of the Northwest Quarter of Section 5 Township 3 North, Range 5 West of the Third Principal Meridian (except so much as was heretofore conveyed to and is occupied by the Rail-road as a side or switch track and except that part conveyed to the City of Highland in Book 1233 Page 455 and in Book 1473 Page 359) in Madison County, Illinois.

Permanent Parcel I. D. #01-2-24-05-06-101-002



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Electric
Date: October 31, 2023
Subject: Purchase of Kampwerth Oil Company Property adjacent to the Power Plant

RECOMMENDATION

I recommend that you seek permission from City Council to purchase the Kampwerth Oil Company Property, located adjacent to the Powerplant and described as Parcel Number: 01-2-24-05-06-101-002.

DISCUSSION


I was approached by Kampwerth Oil Company, and asked if the city would be interested in purchasing their property that is adjacent to the Power Plant, known as Parcel Number: 01-2-24-05-06-101-002 as they no longer had a need for the parcel. Due to the proximity of the parcel to our existing property, it would provide for excellent storage space for some of our equipment during the off season. Also since the prior usage of the parcel deems it likely unusable by most other parties the fit of merging it with the existing Power Plant property makes perfect sense.

CONCURRENCE

Recommended by: _____


Daniel Cook, Director of Electric

Approved by: _____


Chris Conrad, City Manager

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER
TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN
CITY OF HIGHLAND, ILLINOIS,
GRANDVIEW FARMS LIMITED PARTNERSHIP, AND
FLAX MEADOW TOWNHOMES II LP,
FOR CUL DE SAC SUBDIVISION AND DEVELOPMENT, AND
DEVELOPMENT OF FLAX DRIVE**

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, under the attached Development Agreement (“Agreement”), City, Flax Meadow Townhomes II LP (“Developer”), and Grandview Farms Limited Partnership (“Grandview”) agree, in pertinent part, to the following:

1. City agrees to permit Developer to pull the necessary permits and begin construction on additional multi-family housing on the North and South sides of Flax Drive in consideration for this Agreement stating Developer shall obtain real estate from Grandview, construct a cul de sac at the end of the existing Flax Drive, and all construction shall be in compliance with the City Code.

2. Developer agrees Flax Meadow Townhomes II Final Plat shall not be recorded until Developer provides City with a performance bond or an irrevocable letter of credit from a lending institution for at least 100% of the value of the infrastructure improvements for Flax Meadow Townhomes II that have not yet been completed, including but not limited to the cul de sac shown on the Final Plat at the end of Flax Drive.

3. City agrees to accept a bond, or approved letter of credit, as stated in the City Code, Sec. 66-4-12 through Sec. 66-4-19, from Developer for \$175,000.00 for construction of the cul de sac, and shall either accept the completed construction of the cul de sac from Developer, or cash in the bond or letter of credit and complete the construction of the cul de sac in accordance with City Code.

4. Grandview agrees to gift the real estate necessary to construct the cul de sac and to provide enough real estate for a utility easement to Developer in consideration for Developer’s purchase of the real estate on the North and South sides of Flax Drive for construction of multi-family housing.

5. Grandview’s real estate gift to Developer is reflected in the following attachments:
 - a. Exhibit 1 – Legal Description;
 - b. Exhibit 2 – Drainage Statement;
 - c. Exhibit 3 – Final Plat – Flax Drive Cul De Sac Subdivision;

hereinafter (“Property”)

6. Developer agrees to accept as a gift the Property from Grandview for construction of the cul de sac at the end of the existing Flax Drive.

7. Developer agrees to purchase real estate from Grandview for construction of multi-family housing on the North and South sides of Flax Drive.

8. Developer agrees to construct multi-family housing on the North and South sides of Flax Drive.

9. Developer agrees to construct, or have constructed, the cul de sac at the end of the existing Flax Drive, and according to City Code.

10. The Parties agree to work together to make any necessary changes to the scope of this Agreement should any changes need to be made to satisfy the spirit of the Agreement.

11. Any changes to this Agreement, or the scope of this Agreement, must be agreed to by all Parties in writing.

(see Development Agreement and attachments, attached hereto as **Exhibit A**); and

WHEREAS, City desires to authorize the execution of a Development Agreement by and between the Parties 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 Development Agreement, and any other required documents associated with the Development Agreement, between the Parties (*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 Development Agreement by and between the Parties, attached hereto as **Exhibit A**, is approved.

Section 3. The Mayor and/or City Manager is authorized and directed to execute the Development Agreement (**Exhibit A**).

Section 4. 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 BETWEEN
CITY OF HIGHLAND, ILLINOIS, GRANDVIEW FARMS LIMITED
PARTNERSHIP, AND FLAX MEADOW TOWNHOMES II LP, FOR CUL DE SAC
SUBDIVISION AND DEVELOPMENT, AND DEVELOPMENT OF FLAX DRIVE**

This Development Agreement (“Agreement”) is entered into by and between the City of Highland, an Illinois Municipal Corporation ("City"), Flax Meadow Townhomes II LP (“Developer”), and Grandview Farms Limited Partnership (“Grandview”). City, Developer, and Grandview may hereinafter be referred to as “Parties,” or individually as “Party.” This Agreement will become effective when signed by the 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, City has determined, and the Parties agree, that the City Code, including but not limited to all sections related to land development, subdivision requirements, zoning, and construction requirements, applies to this Agreement as if fully stated herein; and

WHEREAS, City has determined, and the Parties agree, that Flax Drive must be constructed with a cul de sac at the end of the existing Flax Drive large enough for emergency vehicles, including fire trucks, ambulances, and police cars (“Emergency Vehicles”), to be able to turn around and access all parts of Flax Drive for the health, safety, general welfare, and economic welfare of City residents; and

WHEREAS, Developer is considering the purchase of additional real estate and development of additional multi-family housing on Flax Drive within the corporate boundaries of City; and

WHEREAS, Grandview is the owner of real estate on Flax Drive being considered for purchase by Developer, and owner of real estate adjacent to the existing Flax Drive that may be utilized for a cul de sac at the end of Flax Drive, within the corporate boundaries of City; and

WHEREAS, City is responsible for ensuring that Flax Drive is safe for the residents who live on Flax Drive, that the street and proposed cul de sac are safe and meet the City Code, and that Emergency Vehicles can safely access all areas of Flax Drive and any surrounding property; and

WHEREAS, the Parties agree to the following;

1. City agrees to permit Developer to pull the necessary permits and begin construction on additional multi-family housing on the North and South sides of Flax Drive in consideration for this Agreement stating Developer shall obtain real estate from

- Grandview, construct a cul de sac at the end of the existing Flax Drive, and all construction shall be in compliance with the City Code.
2. Developer agrees Flax Meadow Townhomes II Final Plat shall not be recorded until Developer provides City with a performance bond or an irrevocable letter of credit from a lending institution for at least 100% of the value of the infrastructure improvements for Flax Meadow Townhomes II that have not yet been completed, including but not limited to the cul de sac shown on the Final Plat at the end of Flax Drive.
 3. City agrees to accept a bond, or approved letter of credit, as stated in the City Code, Sec. 66-4-12 through Sec. 66-4-19, from Developer for \$175,000.00 for construction of the cul de sac, and shall either accept the completed construction of the cul de sac from Developer, or cash in the bond or letter of credit and complete the construction of the cul de sac in accordance with City Code.
 4. Grandview agrees to gift the real estate necessary to construct the cul de sac and to provide enough real estate for a utility easement to Developer in consideration for Developer's purchase of the real estate on the North and South sides of Flax Drive for construction of multi-family housing.
 5. Grandview's real estate gift to Developer is reflected in the following attachments:
 - a. Exhibit 1 – Legal Description;
 - b. Exhibit 2 – Drainage Statement;
 - c. Exhibit 3 – Final Plat – Flax Drive Cul De Sac Subdivision;

hereinafter (“Property”)

6. Developer agrees to accept as a gift the Property from Grandview for construction of the cul de sac at the end of the existing Flax Drive.
7. Developer agrees the Property gifted by Grandview to Developer for construction of the cul de sac shall revert back to Grandview should Developer fail to construct the cul de sac as agreed through this Agreement.
8. Developer agrees to purchase real estate from Grandview for construction of multi-family housing on the North and South sides of Flax Drive.
9. Developer agrees to construct multi-family housing on the North and South sides of Flax Drive.
10. Developer agrees to construct, or have constructed, the cul de sac at the end of the existing Flax Drive, and according to City Code.
11. The Parties agree to work together to make any necessary changes to the scope of this Agreement should any changes need to be made to satisfy the spirit of the Agreement.
12. Any changes to this Agreement, or the scope of this Agreement, must be agreed to by all Parties in writing.

WHEREAS, in order to ensure the construction of the multi-family housing and cul de sac (hereinafter “Project”) are constructed in a manner consistent with City's applicable ordinances and regulations, the Parties 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

WHEREAS, the Parties agree the Project will not move forward without this Agreement being signed and ratified by City.

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 Project, 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 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 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 the 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.
2. Developer will obtain all building and zoning permits in association with the Project and any construction on the Property, including permits for construction, repair, demolition, and/or renovation, consistent with the City's most recently adopted City Code and 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 Project and any construction occurring on 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 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. 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 4. 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 the Parties or any successor or assign, the defaulting or breaching Party (or successor or assign) shall, upon written notice from any 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, or any other remedy available at law or in equity. If any 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 5. Assignment. This Agreement may not be assigned without prior written approval by the Parties.

Section 6. 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 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by any Party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by the Parties.

Section 8. 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:

Flax Meadows Townhomes II LP
Attn: John Cronin
524 W. St. Charles
Villa Park, IL 60181

To the City:

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

To the Real Estate Owner:

Grandview Farms Limited Partnership
Attn: Dr. Drake
10205 State Route 143
Marine, IL 62021

CITY OF HIGHLAND, ILLINOIS:

Chris Conrad, City Manager

FLAX MEADOWS TOWNHOMES II LP

Agent

GRANDVIEW FARMS LIMITED PARTNERSHIP

Agent

Exhibit 1
Legal Description

(SPACE RESERVED FOR RECORDER)

PERIMETER DESCRIPTION:

Part of Lot 152 of Prairie Trails - Phase 3 as recorded in Plat Cabinet 65, page 298 of the Madison County, Illinois records, and part of the Northeast Quarter of the Southwest Quarter of Section 28, all in Township 4 North, Range 5 West of the 3rd P.M., City of Highland, Madison County, Illinois, described as follows:

Beginning at the Southeast corner of Lot 130 of said Prairie Trails-Phase 3 said point being on the West line of said Northeast 1/4 of the Southwest 1/4 said point also being on the North R.O.W. line of Flax Drive; thence, S.01°10'54"E. (bearing assumed) along said West line of the Northeast 1/4 of the Southwest 1/4, 60.00 feet to the South R.O.W. line of Flax Drive; thence, along a curve having a radius point to the Southwest, a radial distance of 30.00 feet, a chord bearing, S.67°05'31"E., and a chord distance of 24.50 feet; thence, along a curve having a radius point to the Northeast, a radial distance of 60.00 feet, a chord bearing, N.01°11'03"W., and a chord distance of 80.00 feet; thence, along a curve having a radius point to the Northwest, a radial distance of 30.00 feet, a chord bearing, S.64°43'15"W., and a chord distance of 24.49 feet to the point of beginning, containing 11,950 square feet (0.27 Acres), more or less.

Together with a 20-foot wide utility and drainage easement adjacent to and easterly of the perimeter of the above described tract.

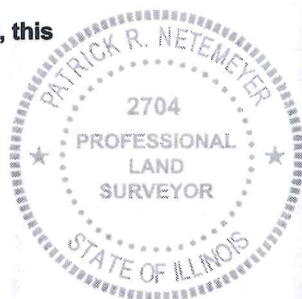
SURVEYOR'S CERTIFICATE:

I, Patrick R. Netemeyer, Illinois Professional Land Surveyor No. 2704, have surveyed and subdivided the above described property. I further certify that the property herein described is not within a flood hazard area as indicated by the Federal Emergency Management Agency. I further certify that the tract shown hereon is within the corporate limits of the City of Highland which has adopted a city plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code, and not within the corporate limits any other city, town or village which has adopted a city plan and is exercising the special powers authorized by said Division 12 of Article 11 of the Illinois Municipal Code.

Given under my hand and seal at 101 South Page Street, Aviston, Illinois, this 26 day of October, 2023.

[Handwritten Signature]

Patrick R. Netemeyer I.P.L.S. No. 2704
Expiration Date: November 30, 2024



It is not warranted that this plat contains complete information regarding dedications, easements, rights of way, Federal Emergency Management Agency Flood Zones, encroachments, building locations, occupation lines, or other encumbrances. For complete information, a title opinion or commitment for title insurance and FEMA maps should be obtained, reviewed, and upon request additional information can be included on this plat.

Owners Certificate:
State of Illinois)
ss)
County of Madison)

We, the undersigned, doing business as Grandview Farm, a Limited Partnership, being owners of the land hereon described, have caused the same to be surveyed in the manner shown by the within plat and do hereby dedicate the right-of-way shown hereon to the use of the public forever including the release and waiver of the right of homestead under the Homestead Exemption laws of the State of Illinois.

In witness whereof, we have set our hands this 26 day of October, 2023.

[Handwritten Signature]
Grandview Farm, L.P.

Notary Public's Certificate:
State of Illinois)
ss)
County of Madison)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do

hereby certify that Dr William K Drake of Grandview Farm, L.P., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and acknowledged that they signed and sealed the same as their free and voluntary act for the uses and purposes therein set forth, including the release of waiver of the right of homestead.

Given under my hand and Notary Seal this 26 day of October, 2023.

[Handwritten Signature]
Notary Public



Exhibit 2
Drainage Statement

- FIN FLAX DRIVE

PART OF
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A
CITY C

Drainage Statement

We the undersigned, do hereby certify to the best of our knowledge and belief that drainage of surface waters will not be changed by the construction of such site or any part thereof, if completed in accordance with approved Netemeyer Engineering plans; or that if such surface water will be changed, adequate provisions will be made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of the developed site.

Patrick R. Netemeyer I.R.P.E. No. 37441
Expiration Date: November 30, 2023



Note:

The approval and certification of this plat by the City of Highland, the subdivider, and the surveyor / engineer does not obligate them to perform any maintenance of any drainage easement in this subdivision, nor does it obligate them to the acceptance of any storm water drainage way, structure, or improvement other than surface drainage structures or improvements having prior approval of the City. It is the intent of the City, subdivider, and surveyor / engineer that the individual lot owners shall maintain that part of any drainage easement shown hereon lying within the boundary of their property.

9-1-1 COORDINATOR'S CERTIFICATE:

I, the undersigned, 9-1-1 Coordinator of Madison County, Illinois, hereby certify that this plat has been reviewed for 9-1-1 Emergency Service and proper common addresses have been assigned.

9-1-1 Coordinator _____ Date _____

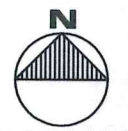
COUNTY CLERK'S CERTIFICATE:

State of Illinois)
ss)
County of Madison)

I, the undersigned, County Clerk of Madison County, Illinois, do hereby certify that I have examined the above plat and I have searched the records of my office to ascertain whether all redeemable sales of unpaid taxes or special assessments have been paid as required by law upon all of the property embraced within said plat, and I hereby certify that I find no redeemable tax sales of unpaid forfeited taxes against any of the real estate included in this plat and I do hereby approve the same for assessment purposes.

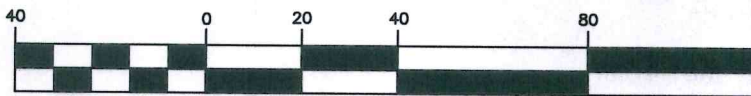
In witness, whereof, I do hereunto set my hand and seal of my office this _____ day of _____, 20_____.

County Clerk



(ASSUMED)

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LEGEND

- = IRON MARKER FOUND
- = 5/8" ϕ IRON PIN TO BE SET
- ▲ = STONE FOUND
- = CONCRETE MONUMENT FOUND
- = CONCRETE MONUMENT TO BE SET
- ⊗ = BRASS PLUG FOUND
- 911 = 911 ADDRESS
- = 25' FRONT BUILDING SETBACK
- - - - - = UTILITY & DRAINAGE EASEMENT (EXCEPT AS NOTED)

CERTIFICATE OF CITY COUNCIL:

State of Illinois)
ss)
County of Madison)

I, _____, Mayor of the City of Highland, do hereby certify that the plat shown herein was duly presented to the City Council and approved at a meeting of same held on _____.

Mayor

City Clerk

MINED-OUT AREAS CERTIFICATE:

I hereby certify that I have reviewed, at the request of the owner, the Mined-out Area Maps, as available from the ISGS (<https://isgs.illinois.edu/illinois-coal-mines-ilmines>), and hereby indicate that the subdivision property shown hereon IS NOT within an area indicated as a mined-out area.

Patrick R. Netemeyer I.P.L.S. No. 2704
Expiration Date: November 30, 2024

NETEMEYER ENGINEERING ASSOCIATES
IL. Prof. Design Firm (LS/PE/SE) 11
101 South Page Street
Aviston, Illinois 62216
Phone: (618) 228-7816

Exhibit 3

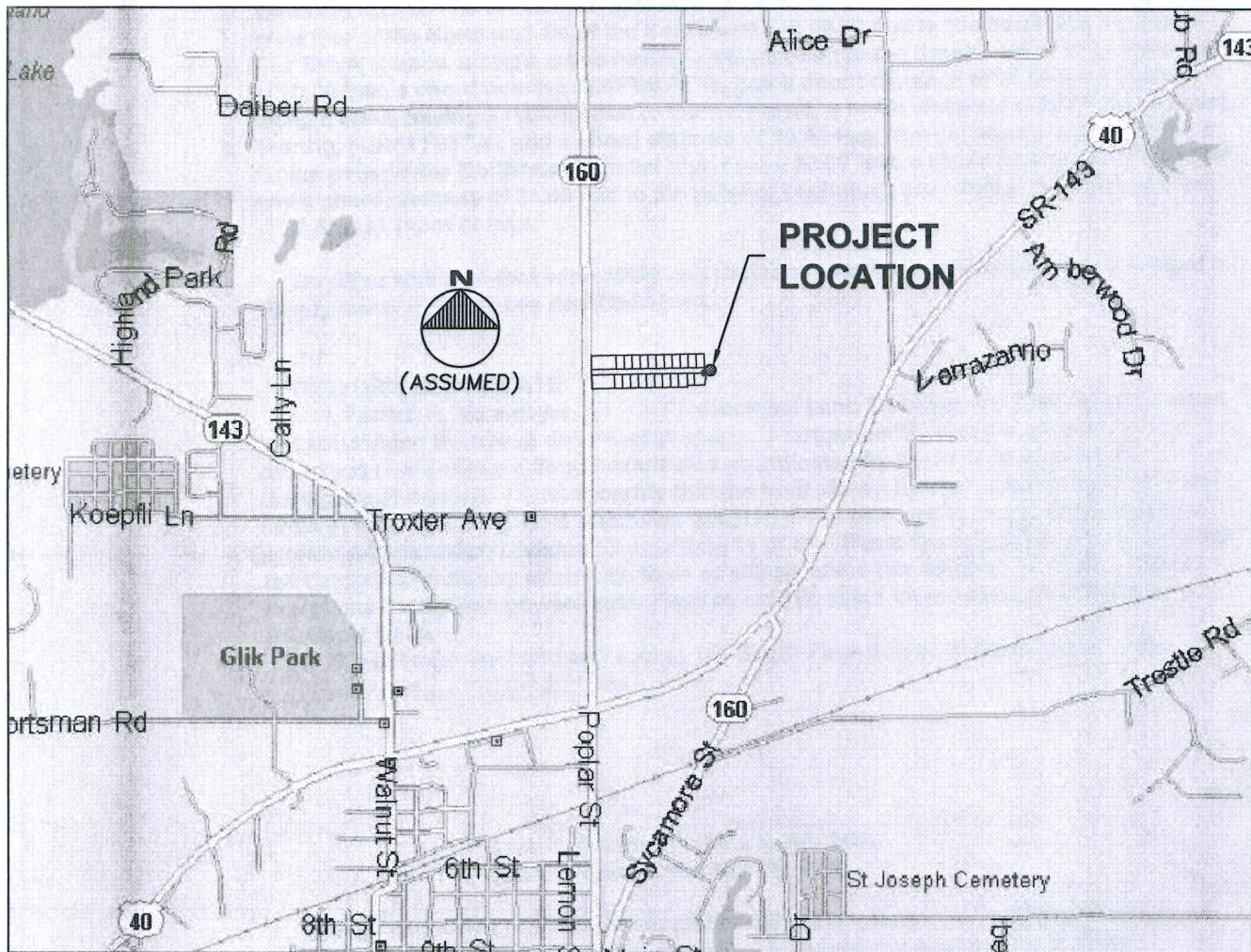
Final Plat – Flax Drive Cul De Sac Subdivision

- OCTOBER 25, 2023 -

SPECIAL PLAT

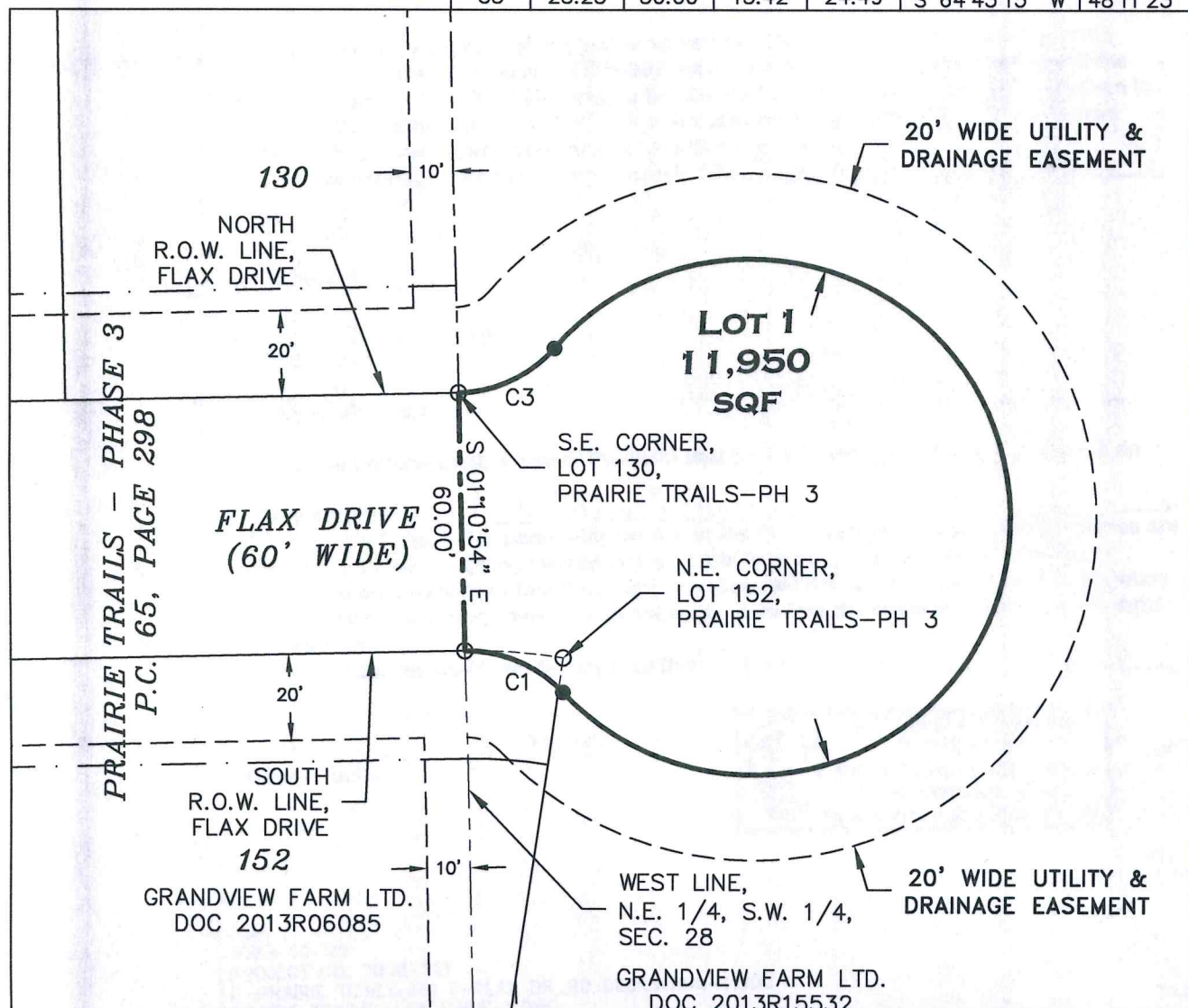
THE CUL DE SAC SUBDIVISION

LOT 152 OF PRAIRIE TRAILS - PHASE 3 AND
 THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 28,
 ALL IN T. 4N., R. 5W. OF THE 3RD P.M.,
 OF HIGHLAND, MADISON COUNTY, ILLINOIS
 REF.: P.C. 65, PG. 298



LOCATION SKETCH

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	25.23	30.00	13.42	24.50	S 67°05'31" E	48°11'41"
C2	289.42	60.00	53.67	80.00	N 01°11'03" W	276°22'46"
C3	25.23	30.00	13.42	24.49	S 64°43'15" W	48°11'23"



CIATES, INC.
 4-001027

RESOLUTION NO. _____

**A RESOLUTION APPROVING PRELIMINARY PLAT FOR
PROPOSED SUBDIVISION TO BE DEVELOPED BY OWNER
FLAX MEADOW TOWNHOMES II LP, LOCATED IN MADISON COUNTY,
ILLINOIS, PPNS: 02-2-18-28-13-301-022; 02-2-18-28-13-301-024; 02-2-18-28-13-301-023**

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, Flax Meadow Townhomes II LP (524 W. St. Charles, Villa Park, IL 60181) (“Flax”), submitted a preliminary plat with City regarding a proposed subdivision in Madison County, Illinois, PPNS: 02-2-18-28-13-301-022; 02-2-18-28-13-301-024; 02-2-18-28-13-301-023, in accord with the City Code of Ordinances (see Preliminary Plat attached hereto as **Exhibit A**); and

WHEREAS, the Combined Planning and Zoning Board (“CPZB”) met at a properly noticed meeting on November 1, 2023; and

WHEREAS, a public hearing was conducted by the CPZB on Flax’s proposed Preliminary Plat on November 1, 2023; and

WHEREAS, at the November 1, 2023 CPZB meeting, the CPZB considered Flax’s Preliminary Plat; and

WHEREAS, after consideration and discussion by the CPZB, the CPZB voted unanimously to approve Flax’s Preliminary Plat (**Exhibit B**); and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to approve Flax’s Preliminary Plat (**Exhibits A and B**); and

WHEREAS, the City Manager and/or Mayor is authorized to execute whatever documents are necessary to give force and effect to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HIGHLAND:

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

Section 2. After appropriate review and discussion, Flax’s Preliminary Plat (**Exhibit A**) is approved.

Section 3. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with law.

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

AYES:

NOES:

ABSENT:

APPROVED:

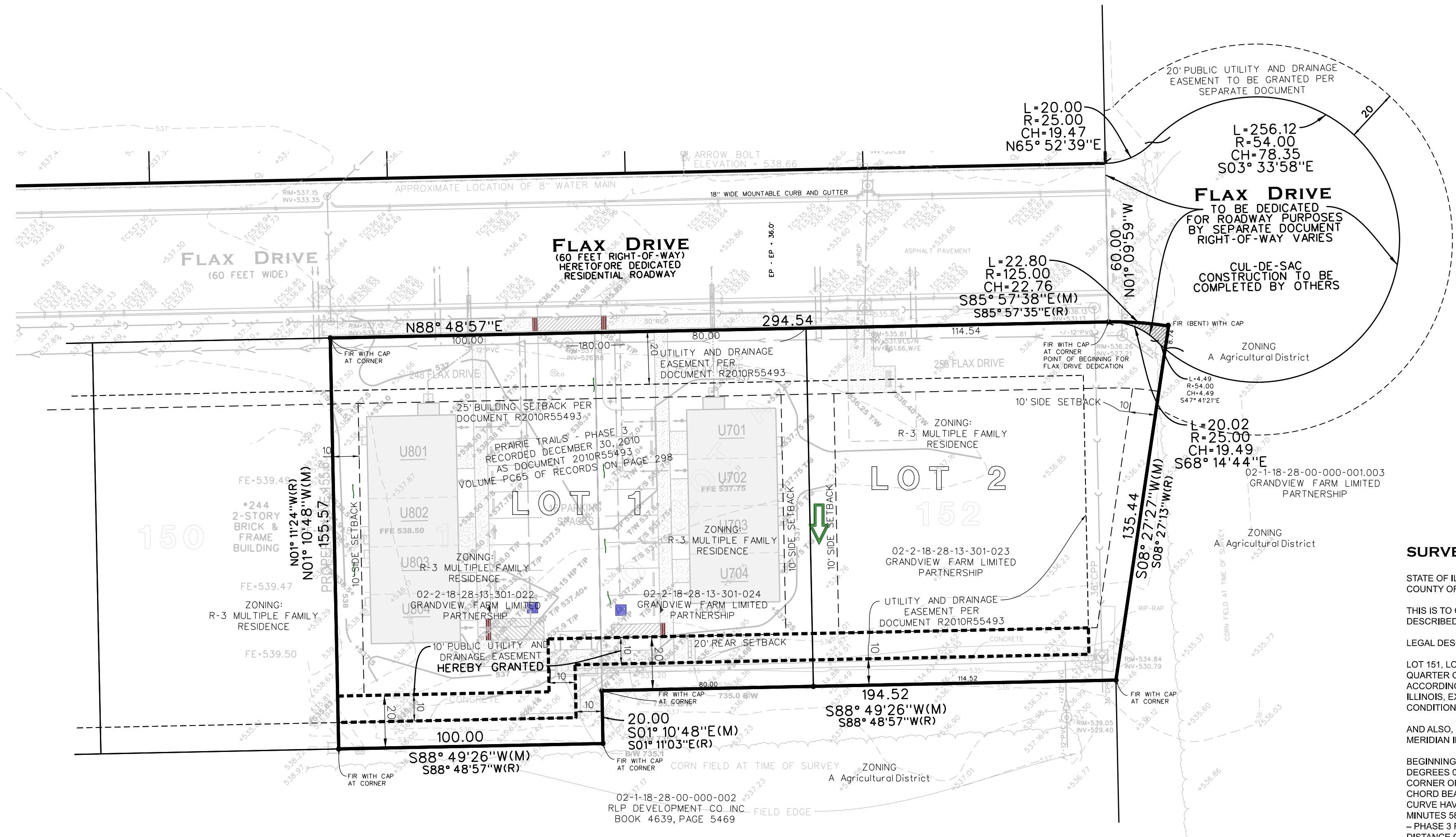
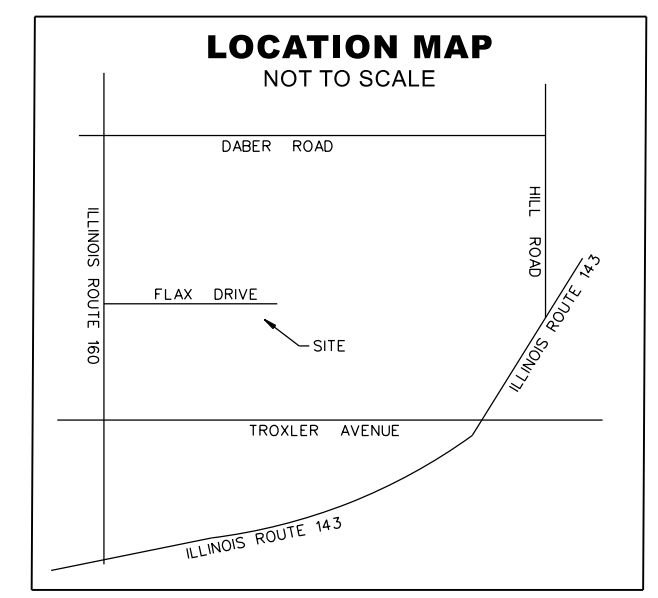
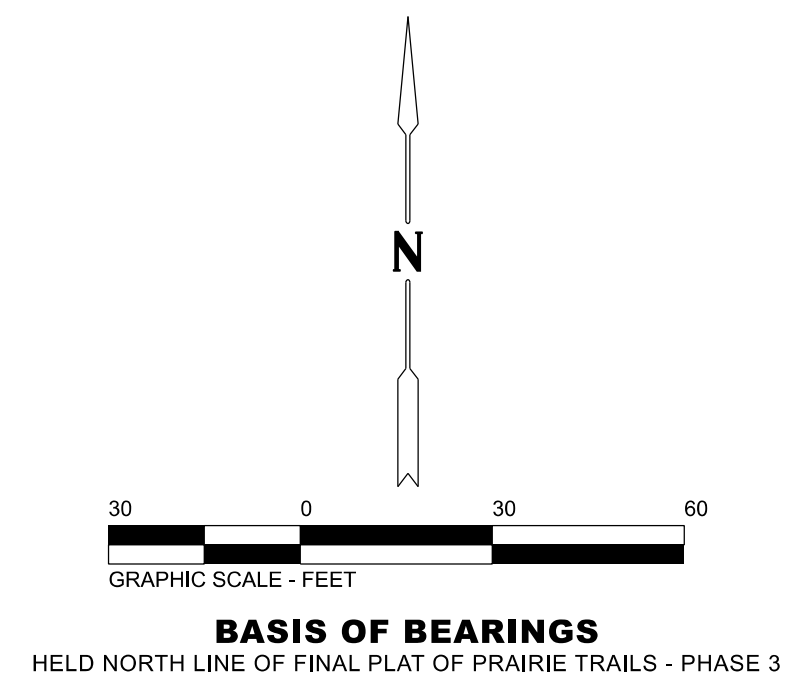
Kevin B. Hemann
Mayor
City of Highland
Madison County, Illinois

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

PRELIMINARY PLAT OF FLAX MEADOW TOWNHOMES II

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS



SURVEYOR'S DESIGNATION OF RECORDING

I, COLLIN C. GRAVES, A REGISTERED LAND SURVEYOR, IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE CLERK, OR AN EMPLOYEE THEREOF, OF THE CITY OF HIGHLAND TO RECORD THIS PLAT OF SUBDIVISION WITH THE MADISON COUNTY CLERK OR REGISTRAR OF TITLES. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER 765 ILCS 205/2.

DATE _____

REGISTERED LAND SURVEYOR

PROPERTY OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF MADISON) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND/OR DEDICATED, AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____ AD 20__

OWNER (PRINT) SIGNATURE _____

ADDRESS _____

OWNER (PRINT) SIGNATURE _____

ADDRESS _____

NOTARY CERTIFICATE OF PROPERTY OWNER

STATE OF ILLINOIS
COUNTY OF MADISON) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____ AD 20__ AT _____, ILLINOIS.

NOTARY PUBLIC (SEAL) _____

PROPERTY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE) SS

I, _____, "REGISTERED ILLINOIS PROFESSIONAL ENGINEER" DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER AND DEVELOPER HAVE THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LANDOWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED AT _____ ILLINOIS, THIS _____ DAY OF _____ AD 20__

REGISTERED ILLINOIS PROFESSIONAL ENGINEER

NO. _____ (SEAL)

AREA TABLE

LOT 1 = 26,405 SQUARE FEET, OR 0.606 ACRES, MORE OR LESS.
LOT 2 = 17,073 SQUARE FEET, OR 0.392 ACRES, MORE OR LESS.
TOTAL AREA = 43,478 SQUARE FEET, OR 0.998 ACRES, MORE OR LESS.

OWNER: GRANDVIEW FARM LIMITED PARTNERSHIP, 10205 STATE ROUTE 143, MARINE, ILLINOIS, 62061
DEVELOPER: NORTH ARROW PARTNERS, 524 ST CHARLES RD, VILLA PARK, IL 60181

STORMWATER MANAGEMENT BASIN

AUGUSTA ESTATES
PLAT BOOK 63, PAGE 150

GENERAL NOTES

- IMPROVEMENTS NOT SHOWN HEREON
- ALL PERIMETER CORNERS HAVE BEEN MONUMENTED PRIOR TO THE RECORDING OF THIS SUBDIVISION
- LAST DATE OF FIELD WORK 8/2/2023
- THE DEVELOPER IS AWARE OF THE RESPONSIBILITY TO INSTALL STREET SIGNS.
- PRE AND POST DEVELOPMENT DIRECTION OF FLOW CONSTRUCTION OF THE CUL-DE-SAC IS TO BE COMPLETED BY OTHERS.

ABBREVIATIONS

- POB = POINT OF BEGINNING
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- FIP = FOUND IRON PIPE
- FCC = FOUND CUT CROSS
- L = LENGTH
- R = RADIUS
- CH = CHORD
- (R) = RECORD
- (M) = MEASURED

LINE LEGEND

- = BOUNDARY LINE
- - - = LOT LINE
- - - - = SETBACK LINE
- - - - - = EASEMENT LINE
- - - - - - = SECTION LINE

SURVEYOR CERTIFICATE

STATE OF ILLINOIS
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:
LOT 151, LOT 152, AND OUTLOT A, INCLUSIVE, OF PRAIRIE TRAILS - PHASE 3 FINAL PLAT, A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, AS SHOWN IN PLAT CABINET 65 AT PAGE 298 IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS, EXCEPT COAL AND MINERALS UNDERLYING WITH THE RIGHT TO MINE AND REMOVE SAME, SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD, PUBLIC AND UTILITY EASEMENTS, AND ZONING LAWS AND ORDINANCES.

AND ALSO, PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF FLAX DRIVE AS DESCRIBED ON PRAIRIE TRAILS - PHASE 3 FINAL PLAT; THENCE NORTH 01 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID FLAX DRIVE A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID FLAX DRIVE; THENCE ALONG A CURVE HAVING A RADIUS POINT TO THE NORTH, A RADIAL DISTANCE OF 25.00 FEET, A CHORD BEARING OF NORTH 65 DEGREES 52 MINUTES 39 SECONDS EAST AND A CHORD DISTANCE OF 19.47 FEET; THENCE ALONG A CURVE HAVING A RADIUS POINT TO THE SOUTH, A RADIAL DISTANCE OF 54.00 FEET, A CHORD BEARING OF SOUTH 03 DEGREES 33 MINUTES 58 SECONDS EAST AND A CHORD DISTANCE OF 78.35 FEET TO A POINT ON THE EASTERLY LINE OF LOT 152 IN PRAIRIE TRAILS - PHASE 3 FINAL PLAT; THENCE NORTH 08 DEGREES 27 MINUTES 27 SECONDS EAST ALONG SAID EASTERLY LINE OF LOT 152 A DISTANCE OF 8.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 152; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS POINT TO THE SOUTH, A RADIAL DISTANCE OF 125.00 FEET, A CHORD BEARING OF NORTH 85 DEGREES 57 MINUTES 38 SECONDS WEST AND A CHORD DISTANCE OF 22.76 FEET TO THE POINT OF BEGINNING, ALL IN MADISON COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS _____ DAY OF _____, A.D., 20__.

WEBSTER, McGRATH AND AHLBERG, LTD.



BY: _____
ILL. PROF. LAND SURVEYOR NO. _____
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
(630) 668-7803

IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING DEDICATIONS, EASEMENTS, RIGHT-OF-WAYS, FEMA FLOOD ZONES, ENCROACHMENTS, BUILDING LOCATIONS, OCCUPATION LINES, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED, REVIEWED, AND UPON REQUEST, ADDITIONAL INFORMATION CAN BE INCLUDED ON THIS PLAT.

No.	Date	Description	By
1	10/18/23	CITY OF HIGHLAND COMMENTS	CCG
2	11/1/23	COMMENT LETTERS	CCG

LOCATION: FLAX DRIVE HIGHLAND, ILLINOIS

PREPARED FOR: NORTH ARROW PARTNERS
524 ST. CHARLES RD.
VILLA PARK, ILLINOIS

JOB #: 44143 DATE: 9-28-2023 SCALE: 1"=30'

SURV: CCG DRAWN: CCG DESIGN: _____

FILE #: 28-IN-SW MADISON COUNTY SHEET #: _____

1 of 1



City of Highland
Building and Zoning

Exhibit "C"

Determination of Subdivision Plat Review

Date Submitted: 9/29/23
Filing Fees: \$50.00
Date Paid: 10/3/23
Date Advertised: 10/12/23
Public Hearing Date: 11/1/23
Agenda Item:

On November 1, 2023, the City of Highland Combined Planning and Zoning Board at its regular meeting voted to recommend to the City Council, approval, approval with conditions, denial, waiver, tabled of a Subdivision Plan Review of the following:

Flax Meadow Townhomes II LP (524 W St. Charles, Villa Park, IL 60181) is applying for a preliminary plat to reconfigure 3 lots in the Prairie Trails Phase 3 subdivision, (Lots 151, 152, and Outlot A). The subject property is currently zoned R-3 Multiple Family Residence and is subject to the terms and conditions of the Highland Flax Meadow II Planned Unit Development.

Subject PINs: 02-2-18-28-13-301-022, 02-2-18-28-13-301-024, and 02-2-18-28-13-301-023

In recommending approval (action) of this Subdivision Plat Review, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation and all other conditions listed for that use in other sections of these regulations. In addition, the Combined Planning and Zoning Board found that the proposed use **did/did not** provide safeguards to assure its compatibility with the surrounding area.

Conditions (if any): None

Anthony Walker
Chairman, Combined Planning and Zoning Board

11-1-2023
Date

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT OF
FLAX MEADOW TOWNHOMES II,
PPNS: 02-2-18-28-13-301-022; 02-2-18-28-13-301-024; 02-2-18-28-13-301-023**

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, Flax Meadow Townhomes II LP (524 W. St. Charles, Villa Park, IL 60181) (“Flax”), is the developer of a multi-family subdivision within the corporate limits of City identified as “Flax Meadow Townhomes II”; and

WHEREAS, City Code, Sec. 66-4-12 through Sec. 66-4-19 permits a developer to final plat a subdivision prior to inspection, approval, and acceptance of infrastructure improvements as long as said developer provides a performance bond or an irrevocable letter of credit from a lending institution guaranteeing City the availability of the escrow funds upon timely demand for 100% of the value of the infrastructure improvements that have yet to be completed; and

WHEREAS, in the event a developer fails to complete the infrastructure, according to City Code Sec. 66-4-12 through Sec. 66-4-19, and the supporting City Ordinances, City is entitled to the amount of the performance bond or irrevocable letter of credit from a lending institution; and

WHEREAS, City has determined Flax provided City with a performance bond or an irrevocable letter of credit from a lending institution for at least 100% of the value of the infrastructure improvements for Flax Meadow Townhomes II that have not yet been completed including but not limited to the cul de sac shown on the Final Plat at the end of Flax Drive (*See Exhibit A*); and

WHEREAS, City has determined Flax must satisfy the requirements of City Code Sec. 66-4-12 through Sec. 66-4-19, and, if satisfied, should be permitted to have Flax Meadow Townhomes

II final platted pursuant to approval by City Council, and in accordance with all applicable Illinois statutes and City Ordinances; and

WHEREAS, City staff has reviewed the Flax Meadow Townhomes II Final Plat (*See Exhibit A*); and

WHEREAS, at the November 1, 2023 CPZB meeting, the CPZB considered Flax's Preliminary Plat; and

WHEREAS, after consideration and discussion by the CPZB, the CPZB voted unanimously to approve Flax's Preliminary Plat (**Exhibit B**); and

WHEREAS, City has determined the Flax Meadow Townhomes II Final Plat (*See Exhibit A*) substantially conforms to the approved preliminary plat; and

WHEREAS, City has determined the Flax Meadow Townhomes II Final Plat (*See Exhibit A*) manifests substantial compliance with the design and improvements standards of the City Code; and

WHEREAS, to the City Council's knowledge and belief, the Flax Meadow Townhomes II Final Plat (*See Exhibit A*) complies with all pertinent requirements of Illinois state law; and

WHEREAS, City has determined that it is in the best interests of public health, safety, general welfare, and economic welfare to approve Flax's Preliminary Plat (**Exhibits A and B**); and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to give this Resolution force and effect.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HIGHLAND:

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

Section 2. After appropriate review and discussion, Flax Meadow Townhomes II Final Plat (*See Exhibit A*) is approved.

Section 3. Flax Meadow Townhomes II Final Plat (*See Exhibit A*) shall not be recorded until Flax provides City with a performance bond or an irrevocable letter of credit from a lending institution for at least 100% of the value of the infrastructure improvements for Flax Meadow Townhomes II that have not yet been completed, including but not limited to the cul de sac shown on the Final Plat at the end of Flax Drive (*See Exhibit A*).

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

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

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

FINAL PLAT OF FLAX MEADOW TOWNHOMES II

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS

COUNTY CLERK'S CERTIFICATE

I, _____, COUNTY CLERK OF MADISON COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED WITHIN THIS PLAT.

COUNTY CLERK _____

DATE _____

CITY COUNCIL'S CERTIFICATE

I, _____, MAYOR OF THE CITY OF HIGHLAND, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREIN WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT A MEETING OF SAME HELD ON _____.

MAYOR _____

CITY CLERK _____

HIGHWAY ENGINEER'S CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO ILLINOIS REVISED STATUTES (765 ILCS 205/2). A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT FOR ANY FUTURE CHANGES TO ACCESS.

DEPUTY DIRECTOR OF HIGHWAYS, REGION 5 ENGINEER _____

DATE _____

9-1-1 CERTIFICATE

I, _____, MADISON COUNTY 9-1-1 COORDINATOR DO HEREBY CERTIFY THAT THE STREET/ROAD/HIGHWAY NAMES AND NUMBERING SYSTEM ON THE ATTACHED PLAT HAVE BEEN REVIEWED AND APPROVED FOR USE.

9-1-1 COORDINATOR _____

DATE _____

PROPERTY OWNER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF MADISON) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND/OR DEDICATED, AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____ AD 20 _____

OWNER (PRINT) SIGNATURE _____

ADDRESS _____

OWNER (PRINT) SIGNATURE _____

ADDRESS _____

NOTARY PUBLIC CERTIFICATE OF PROPERTY OWNER

STATE OF ILLINOIS
COUNTY OF MADISON) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE

OF SAID COUNTY, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET

FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____

AD 20 _____ AT _____, ILLINOIS.

NOTARY PUBLIC (SEAL) _____

PROPERTY ENGINEER'S CERTIFICATE

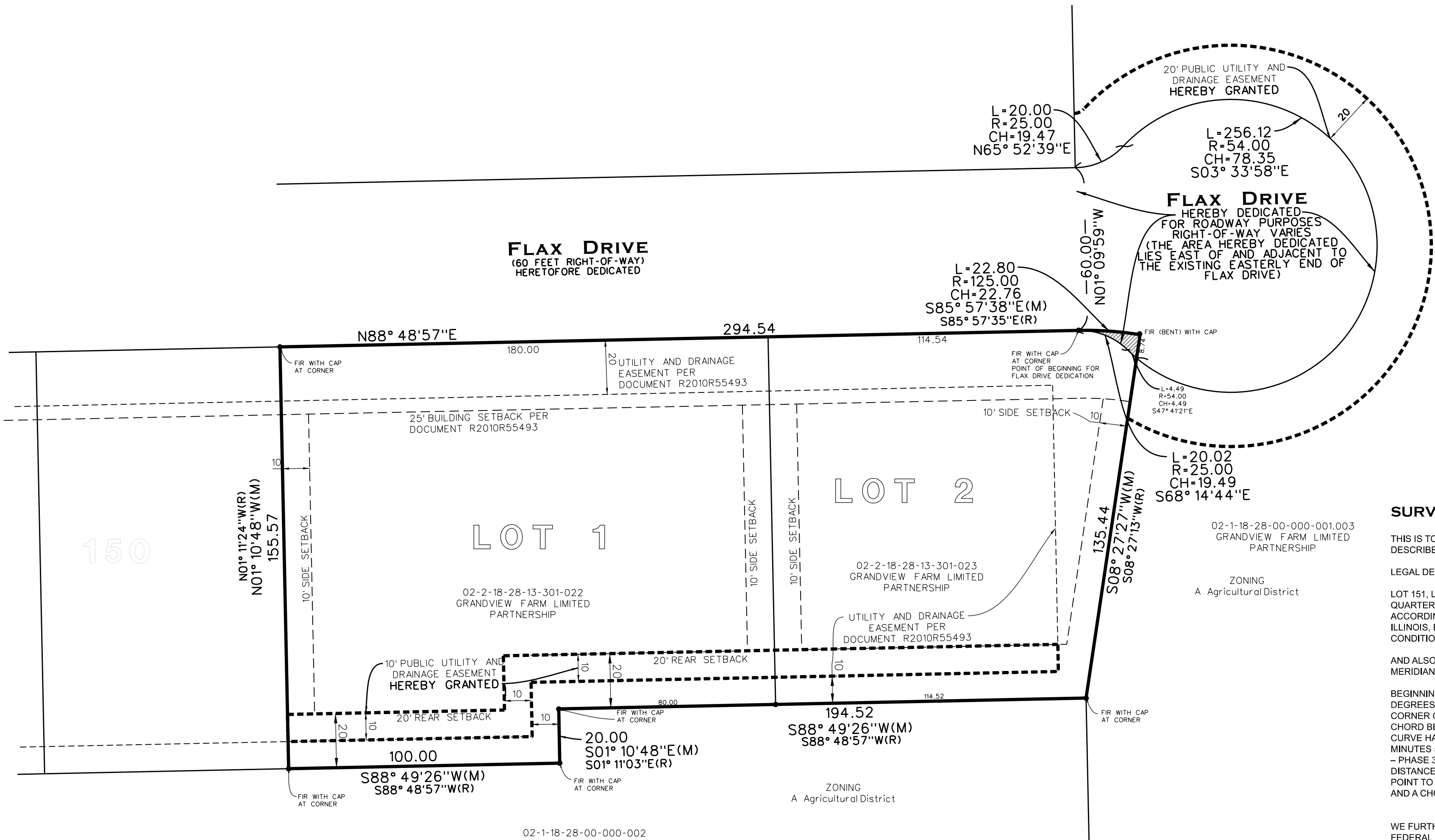
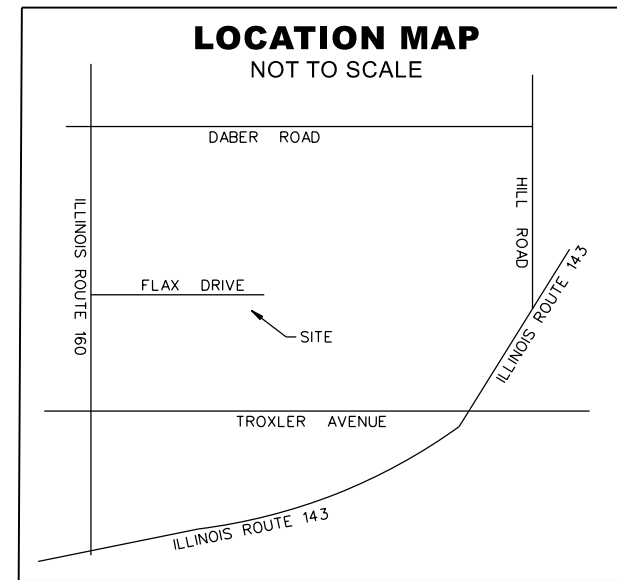
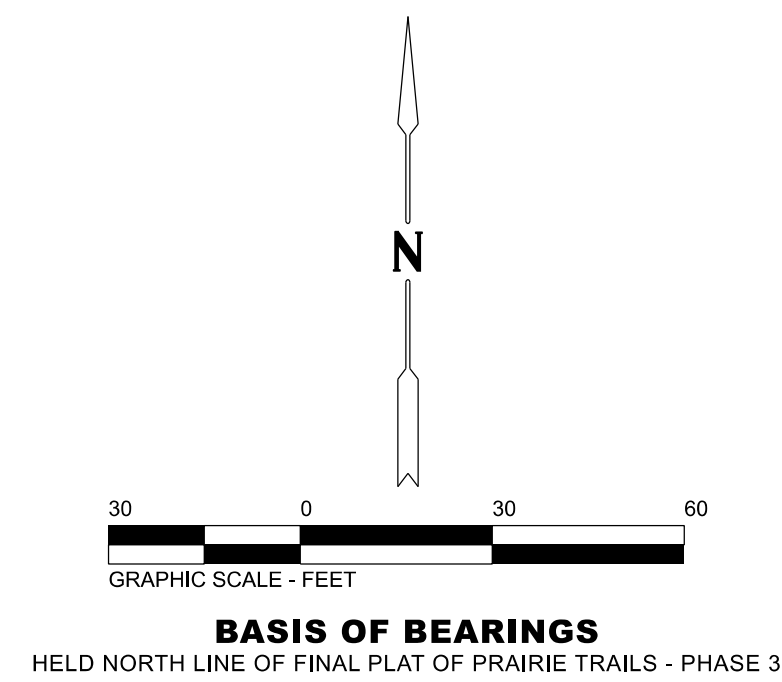
STATE OF ILLINOIS
COUNTY OF DUPAGE) SS

I, _____, "REGISTERED ILLINOIS PROFESSIONAL ENGINEER" DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER AND DEVELOPER HAVE THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LANDOWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, AD 20 _____

REGISTERED ILLINOIS PROFESSIONAL ENGINEER _____

NO. _____ (SEAL)



SURVEYOR'S DESIGNATION OF RECORDING

I, COLLIN C. GRAVES, A REGISTERED LAND SURVEYOR, IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE CLERK, OR AN EMPLOYEE THEREOF, OF THE CITY OF HIGHLAND TO RECORD THIS PLAT OF SUBDIVISION WITH THE MADISON COUNTY CLERK OR REGISTRAR OF TITLES. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER 765 ILCS 205/2.

DATE _____

REGISTERED LAND SURVEYOR _____

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

LOT 151, LOT 152, AND OUTLOT A, INCLUSIVE, OF PRAIRIE TRAILS - PHASE 3 FINAL PLAT, A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, AS SHOWN IN PLAT CABINET 65 AT PAGE 298 IN THE RECORDER'S OFFICE OF MADISON COUNTY, ILLINOIS, EXCEPT COAL AND MINERALS UNDERLYING WITH THE RIGHT TO MINE AND REMOVE SAME, SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD, PUBLIC AND UTILITY EASEMENTS, AND ZONING LAWS AND ORDINANCES.

AND ALSO, PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN MADISON COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF FLAX DRIVE AS DESCRIBED ON PRAIRIE TRAILS - PHASE 3 FINAL PLAT; THENCE NORTH 01 DEGREES 09 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID FLAX DRIVE A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID FLAX DRIVE; THENCE ALONG A CURVE HAVING A RADIUS POINT TO THE NORTH, A RADIAL DISTANCE OF 25.00 FEET, A CHORD BEARING OF NORTH 65 DEGREES 52 MINUTES 39 SECONDS EAST AND A CHORD DISTANCE OF 19.47 FEET; THENCE ALONG A CURVE HAVING A RADIUS POINT TO THE SOUTH, A RADIAL DISTANCE OF 54.00 FEET, A CHORD BEARING OF SOUTH 03 DEGREES 33 MINUTES 58 SECONDS EAST AND A CHORD DISTANCE OF 78.35 FEET TO A POINT ON THE EASTERLY LINE OF LOT 152 IN PRAIRIE TRAILS - PHASE 3 FINAL PLAT; THENCE NORTH 08 DEGREES 27 MINUTES 27 SECONDS EAST ALONG SAID EASTERLY LINE OF LOT 152 A DISTANCE OF 8.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 152; THENCE ALONG A NON TANGENT CURVE HAVING A RADIUS POINT TO THE SOUTH, A RADIAL DISTANCE OF 125.00 FEET, A CHORD BEARING OF NORTH 85 DEGREES 57 MINUTES 38 SECONDS WEST AND A CHORD DISTANCE OF 22.76 FEET TO THE POINT OF BEGINNING, ALL IN MADISON COUNTY, ILLINOIS.

WE FURTHER CERTIFY THAT THE PROPERTY HEREIN DESCRIBED IS NOT WITHIN A FLOOD HAZARD AREA AS INDICATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. WE FURTHER CERTIFY THAT THE TRACT SHOWN HEREIN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGHLAND WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE, AND THAT THE TRACT IS NOT WITHIN 1/2 MILES OF ANY OTHER CITY, TOWN OR VILLAGE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY SAID DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE. WE HEREBY CERTIFY THAT WE HAVE REVIEWED THE MINED-OUT COAL AREA MAPS AS AVAILABLE FROM THE ILLINOIS STATE GEOLOGICAL SURVEY, AND HEREBY INDICATE THAT THE SUBDIVISION PROPERTY SHOWN HEREON IS NOT WITHIN A MINED-OUT AREA, GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____.

PROFESSIONAL LAND SURVEYOR _____

ILLINOIS REGISTERED NUMBER _____

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:

IL PROF. LAND SURVEYOR NO. _____
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
(630) 668-7603



IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING DEDICATIONS, EASEMENTS, RIGHT-OF-WAYS, FEMA FLOOD ZONES, ENCROACHMENTS, BUILDING LOCATIONS, OCCUPATION LINES, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED, REVIEWED, AND UPON REQUEST, ADDITIONAL INFORMATION CAN BE INCLUDED ON THIS PLAT.

GENERAL NOTES

IMPROVEMENTS NOT SHOWN HERON

ALL PERIMETER CORNERS HAVE BEEN MONUMENTED PRIOR TO THE RECORDING OF THIS SUBDIVISION

LAST DATE OF FIELD WORK 8/2/2023

THE DEVELOPER IS AWARE OF THE RESPONSIBILITY TO INSTALL STREET SIGNS.

ABBREVIATIONS

POB = POINT OF BEGINNING
N = NORTH
S = SOUTH
E = EAST
W = WEST
FIP = FOUND IRON PIPE
FCC = FOUND CUT CROSS
L = LENGTH
R = RADIUS
CH = CHORD
(R) = RECORD
(M) = MEASURED

LINE LEGEND

————— = BOUNDARY LINE
————— = LOT LINE
- - - - - = SETBACK LINE
- - - - - = EASEMENT LINE
- - - - - = SECTION LINE

AREA TABLE

LOT 1 = 26,405 SQUARE FEET, OR 0.606 ACRES, MORE OR LESS.
LOT 2 = 17,075 SQUARE FEET, OR 0.392 ACRES, MORE OR LESS.
FLAX DRIVE FALLING OUTSIDE EXISTING LOT 152 = 9,467 SQUARE FEET, OR 0.217 ACRES, MORE OR LESS.
TOTAL AREA = 52,947 SQUARE FEET, OR 1.216 ACRES, MORE OR LESS.
AREA OF FLAX DRIVE FALLING WITHIN EXISTING LOT 152 = 66 SQUARE FEET, OR 0.002 ACRES, MORE OR LESS.
TOTAL AREA OF PROPOSED FLAX DRIVE = 9,533 SQUARE FEET, OR 0.219 ACRES, MORE OR LESS.

OWNER: GRANDVIEW FARM LIMITED PARTNERSHIP, 10205 STATE ROUTE 143, MARINE, ILLINOIS, 62061
DEVELOPER: NORTH ARROW PARTNERS, 524 ST CHARLES RD, VILLA PARK, IL 60181

No.	Date	Description	By
1	10/18/23	CITY OF HIGHLAND COMMENTS	CCG
2	11/1/23	COMMENT LETTERS	CCG

LOCATION: FLAX DRIVE HIGHLAND, ILLINOIS

PREPARED FOR: NORTH ARROW PARTNERS
524 ST. CHARLES RD.
VILLA PARK, ILLINOIS

JOB #: 44143 DATE: 9-28-2023 SCALE: 1"=30'

SURV: CCG DRAWN: CCG DESIGN: CCG

FILE #: 28-IN-SW MADISON COUNTY SHEET #: 1 of 1

WEBSTER, McGRATH & AHLBERG LTD.
LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
2100 Manchester Road, Suite 203 Wheaton, Illinois 60187
ph: (630) 668-7603 web: www.wmaatl.com
Illinois Firm License No. 184-002191



City of Highland
Building and Zoning

Exhibit "C"

Determination of Subdivision Plat Review

Date Submitted: **9/29/23**
Filing Fees: **\$50.00**
Date Paid: **10/3/23**
Date Advertised: **10/12/23**
Public Hearing Date: **11/1/23**
Agenda Item:

On November 1, 2023, the City of Highland Combined Planning and Zoning Board at its regular meeting voted to recommend to the City Council, **approval, approval with conditions, denial, waiver, tabled** of a Subdivision Plan Review of the following:

Flax Meadow Townhomes II LP (524 W St. Charles, Villa Park, IL 60181) is applying for a final plat to reconfigure 3 lots in the Prairie Trails Phase 3 subdivision, (Lots 151, 152, and Outlot A). The subject property is currently zoned R-3 Multiple Family Residence and is subject to the terms and conditions of the Highland Flax Meadow II Planned Unit Development.

Subject PINs: 02-2-18-28-13-301-022, 02-2-18-28-13-301-024, and 02-2-18-28-13-301-023

In recommending approval (action) of this Subdivision Plat Review, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation and all other conditions listed for that use in other sections of these regulations. In addition, the Combined Planning and Zoning Board found that the proposed use **did/did not** provide safeguards to assure its compatibility with the surrounding area.

Conditions (if any): None



Anthony Walker
Chairman, Combined Planning and Zoning Board

11-1-2023
Date

RESOLUTION NO. _____

**A RESOLUTION ISSUING AN “A2” LIQUOR LICENSE TO
JOHN MELOSI, VICKI TIFT, BRAD EYMAN, JACOB MELOSI,
MELISSA MILLER AND BEN MELOSI, ON BEHALF OF OLD TIME PUB, LLC,
PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES,
CITY OF HIGHLAND, ENTITLED ALCOHOLIC LIQUOR**

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

WHEREAS, City has determined it necessary to provide flexibility and additional authority to the Liquor Commissioner to issue and enforce City liquor licenses; and

WHEREAS, City has authority to define, regulate, issue, and collect fees associated with liquor licenses; and

WHEREAS, City has authority to determine the number, kind, and classification of [liquor] licenses to be issued 235 ILCS 5/4-1; and

WHEREAS, City has the authority to establish [liquor] license fees for the various kinds of licenses to be issued. 235 ILCS 5/4-1; and

WHEREAS, John Melosi, Vicki Tift, Brad Eyman, Jacob Melosi, Melissa Miller, and Ben Melosi (“Melosi Family”), on behalf of Old Time Pub, LLC, desires to obtain an “A2” tavern (with video gaming) liquor license to continue to operate Old Time Pub, LLC (“Old Time Pub”); and

WHEREAS, Melosi Family, on behalf of Old Time Pub, submitted an Application for a Retail Liquor Dealer’s License to City (*see* Application attached hereto as **Exhibit A**); and

WHEREAS, Chapter 6 of the City Code of Ordinances, Alcoholic Liquor, currently defines Class “A2” liquor licenses as follows:

6-2-6 CLASSIFICATION - FEE – LIMITATION.

Every person engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such licenses shall be divided into the following classes:

(1)Class "A1" and class "A2" licenses: Taverns. Class "A1" and class "A2" licenses shall authorize retail sale on the premises specified of alcoholic liquor of all varieties for consumption on the premises, as well as retail sale of alcoholic liquor in the original package off premises. In addition:

- b. Class "A2" license may permit the licensee to operate video gaming terminals upon the premises. Class "A2" licenses may permit the licensee to operate video gaming terminals upon the premises, subject to the following conditions:
 - 1. Any person who displays a video gaming terminal for play or operation by the public shall have, as a prerequisite to receiving any class "A2" license from the city, a valid license issued by the state gaming board for each such video gaming terminal. The cancellation, suspension, or revocation of any such license by the state gaming board shall result in the automatic cancellation, suspension, or revocation of the city's class "A2" license without refund of any portion of the license fee. An applicant for the class "A2" license shall submit to the city finance director a copy of the license issued by the state gaming board for each video gaming terminal to be played or operated on the licensed premises.
 - 2. Any liquor license issued by the city to any liquor licensee pursuant to this chapter, including but not limited to any licensed fraternal establishment or licensed veterans establishment (as defined in the Video Gaming Act, 230 ILCS 40/5), that displays a video gaming terminal for play or operation within its premises in violation of this subsection shall be immediately revoked.
 - 3. No more than six video gaming terminals may be located on any class "A2" licensee's premises.
 - 4. Every class "A2" licensee shall comply with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq., as amended, and all rules, regulations, and restrictions imposed by the state gaming board, as amended.

5. The operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.
6. Video gaming shall be located in a clearly demarcated area that is restricted to persons over 21 years of age.

The annual fee for a class "A2" license shall be \$500.00.

and

WHEREAS, Melosi Family, on behalf of Old Time Pub's, Application for Retail Liquor Dealer's License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City has determined there is one "A2" liquor license currently available to be issued to the Melosi Family, on behalf of Old Time Pub, because Old Time Pub is being sold, and the Melosi Family will be operating under the "A2" license currently held by Old Time Pub; and

WHEREAS, City has determined the Melosi Family, on behalf of Old Time Pub, shall be issued the "A2" liquor license currently held by Old Time Pub, and there is no need to increase or decrease the number of "A2" liquor licenses available; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue the Melosi Family, on behalf of Old Time Pub, an "A2" Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the "A2" liquor license to the Melosi Family, on behalf of Old Time Pub; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue an "A2" liquor license to the Melosi Family, on behalf of Old Time Pub.

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

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

Section 2. City shall issue an "A2" liquor license to the Melosi Family, on behalf of Old Time Pub.

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

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

AYES:

NOES:

ABSENT:

ATTEST:

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

ATTEST:

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

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

This application properly completed and signed must be filed with the City Clerk and must be accompanied by a remittance in the proper amount, made payable to the City of Highland.

The undersigned individual or partnership hereby makes application for a RETAIL LIQUOR DEALERS LICENSE and submits the following information:

1. Applicant: Old Time Pub, LLC
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION - - -TYPE OR PRINT CLEARLY)

2. Trade, Partnership or Assumed Name Old Time Pub, LLC

3. Give date partnership/corporation was formed under name given on Line 1: 05/27/2020
Month Day Year

4. Location of above place of business 12258 Highland Rd, Highland, IL 62249
NUMBER STREET CITY STATE ZIP CODE

5. Has your assumed name been filed with the County Clerk?
yes

6. Are alcoholic liquors stored but not sold at any location other than the one given above?
No

- If "yes", give location: _____
NUMBER STREET CITY STATE ZIP CODE

7. Check principal kind of business:

<input type="checkbox"/> Restaurant	<input checked="" type="checkbox"/> Tavern	
<input type="checkbox"/> Hotel	<input type="checkbox"/> Grocery Store	<input type="checkbox"/> Amusement Place
<input type="checkbox"/> Club	<input type="checkbox"/> Package Store	<input type="checkbox"/> Department Store
<input type="checkbox"/> Country Club	<input type="checkbox"/> Gaming Hall	<input type="checkbox"/> Convenience Store

8. Give name and address of owner of premises: Vicky Tift, 1639 25th St., Highland, IL 62249

9. Has a Liquor License been revoked at this location within the past year? No

10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: Vicky Tift, 1639 25th St., Highland, IL 62249 DOB 02/12/1956

A. Is such manager a resident of the City of Highland, Illinois? YES NO

11. If "yes", how long and address of person 3 years, 1639 25th St., Highland, IL 62249

12. Is this business located within 100 feet of any church, school, hospital, home for the aged or indigent persons or for veterans, their wives or children or any naval or military station? No

A. If answer to the above is "yes", is your place of business a hotel offering restaurant service, a regularly organized club, a food shop, or other place where the sale of liquor is not the principal business carried on? _____

B. If answer to (A) is "yes", on what date was business started? _____

13. Have any manufacturers, importing distributor or distributor directly or indirectly paid or agreed to pay for this license, advanced money, or anything else of value. Except as specifically permitted in the Act, or any credit, (Other than merchandising credit in the ordinary course of business as specifically permitted in the Act), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? No If answer is "yes", give particulars _____

14. Applicant Information: Name Vicky Tift

A. Residence Address 1639 25th St., Highland, IL 62249
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Highland, IL 62249
NAME OF CITY, COUNTY AND STATE

Date of Birth: 02/12/1956
Month Day Year

C. Are you a citizen of the United States? Yes If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction No

E. Have you ever made application for a liquor license for any other premises? No

Date: _____ State disposition of application: _____

Give address: _____

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? No If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? No Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? No Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? Yes

15. Co-Applicant information: Name John Melosi

A. Residence Address 1416 6th St, Highland, IL 62249
NUMBER STREET CITY STATE ZIP CODE

B. Place of Birth: Greenville, IL
NAME OF CITY, COUNTY AND STATE

Date of Birth: 10/19/1984
Month Day Year

C. Are you a citizen of the United States? Yes If a naturalized citizen, time and place of naturalization? _____

D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? [] YES [] NO If "yes", name court of conviction No

E. Have you ever made application for a liquor license for any other premises? No

Date: _____ State deposition of application: _____

Give address: _____

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? No If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? No Date: _____

If so, state reasons therefor: _____

Where: _____

CITY

COUNTY

STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? No Date: _____

If so, state reasons therefor: _____

Where: _____

CITY

COUNTY

STATE

I. Will you comply with the Local Liquor Code and Regulations in connection therewith? Yes

16. State the Names, Home addresses and DOB of all officers and directors of said Corporation:

Name (Last,First,MI) **Home Address (Street, City, State, Zip)** **Date of Birth**

Tift, Vicky 1639 25th St., Highland, IL 62249 02/12/1956

Melosi, John 1416 6th St, Highland, IL 62249 10/19/1984

17. If a majority interest in the stock of the Corporation is owned by one person, or his nominees, state the name and address of such person: _____

18. State the location and description of the premises or place of business which is to be operated under this license: (Attach a detailed diagram of property noting exits, entrances, location of bar, coolers and specific areas where retail liquor may be sold and consumed including and outside areas.)
Street Address: 12258 Highland Rd, Highland, IL 62249

Owner of Property: DK7 Properties LLC^{VT} J V B J M B, LLC
Last First MI

Address: 1402 Mercantile Dr, Highland, IL 62249
Street/ PO Box City State Zip

Lease from: Month 09 Day 01 Year 2020 TO
Month 08 Day 31 Year 2025

(Attach copy of lease to this application)

19. As to any officer, the proposed Manager, or any Director of the Corporation, or a Stockholder owning more than five percent (5%) in the aggregate of the stock in said Corporation, state as follows: Have any of the above ever made application for similar license at a different premises?

A. If yes, the disposition and date of said application No

B. State whether any of the above had a previous license revoked by the State, United States Government, or any political subdivision or city? No

C. If yes, the reasons therefor _____

20. List Name, Addresses and Phone Numbers of five (5) references:

Name	Address	Phone
Janey Miller	13501 Mehgan Ln., Highland, IL. 62249	618-304-6681
Name	Address	Phone
Kris Eyman	379 IL Route 143, Pocahontas, IL 62275	618-322-4272
Name	Address	Phone
Sue Wellen	1102 20th St Highland, IL 62249	618-560-9103
Name	Address	Phone
Jyl Wallace	209 Mirabeau, Highland, IL. 62249	314-276-7805
Name	Address	Phone
Melissa Miller	5741 Oleatha Ave., St. Louis, MO 63139	618-830-1834


AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)

I (We) do solemnly swear (or affirm) that the statements given above are true and correct to the best of my (our) knowledge and belief; that I (We) will comply with all regulations of Federal, State and Local Liquor Control Laws; that a copy of an ordinance governing the sale at retail of alcoholic liquors and beverages in this municipality has been furnished to me (us); that I (We) understand the same, and agree to comply with all the provisions set forth therein.

I (We) agree to submit a copy of the State of Illinois Retail Dealers License when received. I shall attach to this application a financial statement listing all assets and liabilities of all owners. I shall attach certificates of proof of coverage for dram shop insurance.

I (We) swear (or affirm) that I (We) will not violate any of the laws of the State of Illinois or of the United States of America in the conduct of the place of business described herein and that the statements contained in this application are true and correct and are made for the purpose of inducing the City of Highland, Illinois to issue the license herein applied for

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2 DAY OF Nov, A.D., 2023

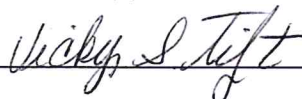


Notary Public

(SEAL)



APPLICANT (S):





City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Electric
Date: October 23, 2023
Subject: Notice of Municipal Letting for the Purchase of Replacement Lighting Fixtures for Rinderer Park, E-05-23

RECOMMENDATION

I recommend that you seek council approval to advertise for the above referenced NOML.

DISCUSSION

The existing lighting in Rinderer Park was purchased in 2016 and was covered by a 5 year warranty. Currently the existing lights suffer in many ways, some don't work at all, some are partially lit and some are on all day. The area is subject to lightning strikes and after 7 years of use on a light with a five year warranty (during which time the manufacturer graciously covered all claims even though lightning caused at least one of the massive failures), the time has come to purchase replacements.

FISCAL IMPACT

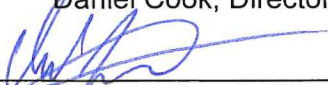
This item is currently unbudgeted for, however we did receive a \$29,680.00 Energy Efficiency Rebate for street lighting we installed last year that we hadn't accounted for in our revenue stream this year and we have funds left in our annual street lighting budget which between the two will more than cover this purchase.

CONCURRENCE

Recommended by: _____


Daniel Cook, Director of Electric

Approved by: _____


Chris Conrad, City Manager



Quoted To: Authorized Holophane Distributor

Job Name: City of Highland - PUCL2 75LED - Jan 2023

Quoted By: Lauren Whatley

Quote #: 2363-23-12548-3

Quote Label: PUCL2 - Oct 2023 Pricing

Job Location: Highland, Missouri

Issue Date: 10/19/2023

Good Through: 12/30/2023

Bid Date: 2/28/2023

Type	Qty	Catalog #	Unit \$	Ext \$
	30	PUCL2 P50 30K MVOLT FC2 BZ NF PR7 AO PCLL L1H 20KV Taft Utility Postop FCO LED, P50 performance package, 3000K, 120-277V, Full cutoff, type II, Bronze, No finial, 7 pin NEMA dimmable photocontrol receptacle, Field adjustable lumen output, DTL photocontrol, 1.5ft prewire leads, 20kV/10kA surge protection		

Estimated Lead Time: 3-4 weeks

Notes

- * * Please include the quote number on your purchase order to avoid delays processing your order.
- * Please contact the Holophane Rep on this quote if you have any questions.
- * All quotes subject to standard terms and conditions unless specifically noted.
- * All Hold for Release requests must be indicated on your purchase order.
- * Hold for Release orders do not lock in pricing.
- * Quote is based on quantities and types indicated. Changes in counts or types may affect prices.
- * All quotes are subject to Customer's approval.
- * Pole lead times are valid at the time of quote, but may be extended due to unexpected business conditions. Lead times should be validated prior to the release of an order.
- * All orders that include pole material (including poles, arms, accessories and anchor bolts) requires a call before contact name and phone number when the order is placed.
- * Pole prices are good for 60 days from date of quote for release of material.
- * Submit all POs to the Sales Support team at SouthCentralSalesSupport@Holophane.com or SCSS@Holophane.com .
New Toll Free Number: 1-855-266-8557

Pole prices are good for 60 days from date of quote for release of all material.

IMPORTANT NOTE - The lead time shown is manufacturing time only. For delivery lead time, please add 5-10 business days to cover transportation and processing time.

Terms



Job Name: City of Highland - PUCL2 75LED -
Jan 2023

Quoted By: Lauren Whatley

Quote # : 2363-23-12548-3

Quote Label: PUCL2 - Oct 2023 Pricing

Job Location: Highland, Missouri

Issue Date: 10/19/2023

Good Through: 12/30/2023

Bid Date: 2/28/2023

Please reference the Acuity Brands Terms & Conditions at: <https://www.acuitybrands.com/support/warranty/terms-and-conditions>. Shipment lead times begin the day after the order is released and are based on working days only. Shipments are FOB Shipping Point on all orders. Holophane shall pay freight on orders of \$3,000 or more (\$750 for replacement ballast kits) to all points in the continental United States and Canada. Upon release of your order, poles and non-standard material cannot be canceled or returned. Terms are subject to revision.

**NOTICE OF MUNICIPAL LETTING
CITY OF HIGHLAND, ILLINOIS**

**NOML E-05-23
Purchase of Replacement Lighting Fixtures for Rinderer Park**

The City of Highland will accept bids until 10:00 A.M. CST on Tuesday, the 5th of December 2023 at The Public Safety Building located at 12990 Troxler, Highland, Illinois at which time they will be publicly opened and read. After tabulation and review, bids will be presented to the City Council at its regular meeting scheduled for December 18th, 2023 for consideration. If there are any questions concerning this solicitation, please contact Mr. Dan Cook, Director of Electric at (618) 654-7511.

Bids shall be submitted in an opaque, sealed envelope containing the bidders name and address and labeled “Sealed Bid, E-05-23, Purchase of Replacement Lighting Fixtures for Rinderer Park” Facsimile bids are not acceptable.

The city of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. The bid prices shall remain valid and no participating party may withdraw his bid for at least thirty (30) days after the established deadline for receipt of bids.

By submitting this bid, the participating party acknowledges that they are familiar with the specifications and all other applicable regulatory and contract requirements for the work. Any area of concern shall be brought to the Department of Light & Power’s attention as soon as possible.

BASIS FOR BID

The bid shall include all labor, plant, material, delivery to City of Highland Electric Building and other costs required to provide 30 Holophane lights as detailed in the attached specification sheet. The bid price will include all discounts, preparation costs and all other charges or credits. DO NOT include taxes in the bid price. The city of Highland is exempt from Federal Excise, Transportation, and State Sales Taxes.

BASIS FOR CONTRACT AWARD

Bid submissions will be evaluated and compared to the specifications provided by the city. Both cost and delivery date will be considered when awarding this purchase. The lowest responsible and responsive bid that meets the provided specifications shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to City Council approval).

BASIS OF PAYMENT

Payment will be made only after all materials are received and accepted, as specified, and within 30 days of receipt of invoice for the same.

Proposals received after 10:00 A.M. CDT on Tuesday, the 5th of December 2023 will not be accepted and will be returned to the proposer unopened. The City of Highland reserves the right to reject any and all responses and waive minor irregularities. No proposal may be withdrawn for a period of thirty (30) days.

By the order of the Mayor and City Council

Chris Conrad, City Manager

City of Highland
“Sealed Bid, E-05-23, Purchase of Replacement Lighting Fixtures for Rinderer Park”
Attn: Daniel Cook, Director of Electric
12990 Troxler
PO Box 218
Highland, Illinois 62249

**PUBLIC NOTICE
CITY OF HIGHLAND ILLINOIS
NOTICE OF MUNICIPAL LETTING
Purchase of Replacement Lighting Fixtures for Rinderer Park E-05-23**

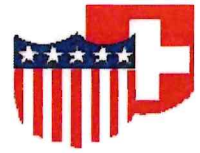
The City of Highland will accept sealed bids until 10:00 A.M. CST on Tuesday, the 5th of December, 2023 at The Public Safety Building located at 12990 Troxler Avenue, Highland, Illinois at which time they will be publicly opened and read.

The specifications for the Lighting can be obtained through email request to dcook@highlandil.gov.

City of Highland, Illinois

Chris Conrad, City Manager

City of Highland
"Sealed Bid, E-05-23, Purchase of Replacement Lighting Fixtures for Rinderer Park"
Attn: Daniel Cook, Director of Electric
12990 Troxler
PO Box 218
Highland, Illinois 62249



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
14398	AMAZON CAPITAL SERVICES	URINAL DEODORIZER, PROCELL AAA BATT, AA BATT, CORRECTION TAPE	10/20/2023	165.31
14443	Highland Optimist Club	Supplies for Central Purchasing- garbage bags	10/20/2023	858.00
14446	Highland's Tru Buy	CENTRAL PURCHASING	10/20/2023	136.09
14505	TRIPACK, INC.	Supplies for Central Purchasing	10/20/2023	2,184.52
14536	AMAZON CAPITAL SERVICES	1 QTY PROCELL CONSTANT AAA BATTERIES 144 PACK	11/03/2023	49.99
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	5.00
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	79.76
Total for Department: 000 Balance Sheet Accounts				3,478.67
Department: 011 General Admin				
14398	AMAZON CAPITAL SERVICES	1 QTY FILE FOLDER LABEL ROLL, 1 QTY LABEL REPLACEMENT	10/20/2023	27.58
14403	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL - CITY HALL STORAGE	10/20/2023	20.00
14410	Broadway Battery & Tire	MTN/REPAIR 14 SILERADO	10/20/2023	367.96
14415	CIVICPLUS	ONLINE CODE HOSTING PREMIUM BUNDLE	10/20/2023	1,464.75
14416	COMPUSTITCH SCREEN PRINTING AND EMBROIDERY	KEITH REECE JACKET EMBROIDERY	10/20/2023	9.00
14424	DigitalArtz LLC	VETERAN SIGN UPDATE	10/20/2023	257.25
14435	FRONTIER	PHONE CHARGES - GENERAL ALARM	10/20/2023	49.24
14439	Lana R Hediger	REIMBURSEMENT 312 MILAEGE - MCI ACADEMY 10/11/23-10/13/23	10/20/2023	204.36
14440	Highland Area Christian Service	SEPTEMBER 2023 GOOD SAMARITAN	10/20/2023	120.81
14441	HIGHLAND AUTOWASH LLC	UNLIMITED CAR WASH - CITY HALL	10/20/2023	20.00
14442	Highland Communication Services	HCS SERVICES - CITY HALL	10/20/2023	639.89
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	19.99
14461	LEWIS BRISBOIS BISGAARD & SMITH LLP	SEPTEMBER 2023 MONTHLY RETAINER INVOICE	10/20/2023	8,877.83
14463	LOYET-ARCHITECTS	CITY OF HIGHLAND CITY HALL REVISIONS JOB #2246	10/20/2023	1,197.90
14464	Mastercard	UBER TRIP - C CONRAD -REIMBURSED	10/20/2023	1,003.66
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	436.48
14508	Watts Copy Systems Inc	MONTHLY LEASE FEE FOR JACKIE COPIER	10/20/2023	36.87
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	63.57
14524	Mastercard	ZOOM.US 09/21/23-10/20/23	10/25/2023	254.39
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	70.00
14536	AMAZON CAPITAL SERVICES	EFAN SWEATSHIRT HOODIE WOMEN OVERSIZED SWEATER - K KRUMP	11/03/2023	405.48
14542	AssuredPartners Cornerstone LLC	SEPTEMBER MONTHLY DEBIT CARD FEE	11/03/2023	162.50
14546	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL - CITY HALL STORAGE	11/03/2023	40.00
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	94.93
14562	City Utilities	CITY HALL SHARE FOR PSB UTILITIES	11/03/2023	295.01
14592	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	11/03/2023	2,206.66
14601	Municipal Clerks of Illinois	DUES FOR 2024 - LANA HEDIGER	11/03/2023	55.00
14603	National Association of Parliamentarians	2024 NAP MEMBERSHIP DUES - LANA HEDIGER	11/03/2023	104.00
14610	OLDE WICKS FACTORY LLC	EVENT- ANNUAL AWARD BANQUET 02/03/24	11/03/2023	1,500.00
14622	QUEST DIAGNOSTICS HEALTH & WELLNESS LLC	UNPAID CLAIMS- ONSITE PROGRAM A1C	11/03/2023	140.00
14638	Third Millennium Assoc Inc	UTILITY BILL RENDERING	11/03/2023	210.59
14639	THRYV, INC	MONTHLY PHONE LISTING 10/01/23-10/31/23	11/03/2023	36.25
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.16
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	70.47
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	51.00
14648	Watts Copy Systems Inc	COPIER USAGE/LEASE - LANA'S COPIER	11/03/2023	72.15
Total for Department: 011 General Admin				23,746.73
Department: 012 Police Dept				
14398	AMAZON CAPITAL SERVICES	1 QTY PULLOVER, SWEATER, LONG SLEEVE SHIRT, HOODIE-K KRUMP	10/20/2023	290.03
14399	Ameren Illinois	Utilities	10/20/2023	261.06
14406	NATHAN BIGGS	REIMBURSEMENT MEALS GRACIE TRAINING 10/01/23-10/06/23	10/20/2023	63.26
14420	County of Madison	EMA COMMAND POST REPAIR	10/20/2023	634.00
14428	Ed Roehr Safety Products	BADGES 4 REG, 4 WALLET, 1 SGT 1 DET	10/20/2023	1,067.28
14436	Galls, LLC	2 HANDCUFFS- ZOBRIST	10/20/2023	304.43
14442	Highland Communication Services	TV/PHONE/INTERNET PSB	10/20/2023	656.95
14460	Leon Uniform Company Inc	UNIFORMS AND VEST-BOGARD	10/20/2023	1,731.98
14461	LEWIS BRISBOIS BISGAARD & SMITH LLP	SEPTEMBER 2023 MONTHLY RETAINER INVOICE	10/20/2023	5,885.03
14464	Mastercard	PAYPAL LACROSS TEC	10/20/2023	1,621.37
14467	Mark McKinney	5.11 PANTS- MCKINNEY	10/20/2023	98.06
14472	NORTH AMERICAN RESCUE LLC	TOURNIQUETS 100	10/20/2023	2,316.00
14477	O'Reilly Automotive Inc	1 QTY GL-WIPER FLD	10/20/2023	92.80
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	1,198.25
14508	Watts Copy Systems Inc	DET COPIER MONTHLY USAGE CHARGES	10/20/2023	39.66
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	4,605.46
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	16.99
14533	Albers Fire Prot. Equipment Inc	SERVICE CALL	11/03/2023	82.50
14535	ALLIED WASTE TRANSPORTATION INC	PD RECYCLING SERVICE (09/01/23-09/30/23)	11/03/2023	45.00
14536	AMAZON CAPITAL SERVICES	5 QTY 24 SHEETS POLICE TEMP TATTOOS BIRTHDAY DECORATIONS	11/03/2023	314.47
14546	BARNETT PEST SOLUTIONS	PSB PEST CONTROL	11/03/2023	100.00
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	200.69
14562	City Utilities	RADIO SHED UTILITIES	11/03/2023	1,403.15
14571	Everlasting Etch	BLACK PLAQUE	11/03/2023	15.00
14572	Damian Feeny	POSTAGE TO SEND CASE TO FL	11/03/2023	28.75
14587	INTERWORLD HIGHWAY LLC	PERSONAL VOLTAGE DETECTOR 5	11/03/2023	2,312.52
14591	Leon Uniform Company Inc	NAMEPLATE AND SERVING SINCE PIN	11/03/2023	120.00
14596	MADISON COUNTY INFORMATION TECHNOLOGY	LEADS LEASE FROM MADISON CO.	11/03/2023	24.28
14621	Quench USA, Inc	PSB WATER COOLER OCT 23-JAN 24	11/03/2023	165.00
14626	Reding Tire & Battery Inc	SRO CAR OIL CHANGE	11/03/2023	289.55
14630	Southwestern Illinois College	N. WIEGAND POLICE ACADEMY & JUV OFF CERT	11/03/2023	7,009.00
14631	Southwestern Illinois Law Enforcement Commission	TRG FOR 21 OFFICERS	11/03/2023	2,100.00
14632	Splash Splash Auto Bath LLC	POLICE DEPT CAR WASHES	11/03/2023	77.00
14639	THRYV, INC	MONTHLY PHONE LISTING 10/01/23-10/31/23	11/03/2023	45.75
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.16
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	82.87
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	129.02
Total for Department: 012 Police Dept				38,588.32
Department: 013 Building & Zoning				

14403	BARNETT PEST SOLUTIONS	COMMERICAL PEST CONTROL	10/20/2023	28.00
14435	FRONTIER	PHONE CHARGES - B&Z	10/20/2023	41.10
14445	Highland Printers	1 QTY #12132 NOTICE OF VIOLATION 3 PART NCR W/Y/P P15 4/0	10/20/2023	462.00
14461	LEWIS BRISBOIS BISGAARD & SMITH LLP	SEPTEMBER 2023 MONTHLY RETAINER INVOICE	10/20/2023	1,005.99
14464	Mastercard	ZOOM.US 09/10/23-10/09/23	10/20/2023	27.98
14470	Moran Economic Development LLC	SEPT TECHNICAL P&Z ASSISTANCE- FLAX MEADOWS PLAT AMENDMENT	10/20/2023	1,323.58
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	159.08
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	155.60
14546	BARNETT PEST SOLUTIONS	COMMERICAL PEST CONTROL -ELECTRIC & B&Z	11/03/2023	28.00
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	66.63
14562	City Utilities	UTILITIES	11/03/2023	211.00
14592	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	11/03/2023	2,206.67
14604	HUY NGUYEN	REFUND ADMIN FEE PLUMBING RESIDENTIAL	11/03/2023	603.37
14623	Kevin Quitmeyer	RIGHT OF WAY EXCAVATION FLAT FEE REFUND - 07/05/23	11/03/2023	120.00
14634	SUMNER ONE, INC	COLOR OVERAGES	11/03/2023	119.17
14640	TIMES TRIBUNE	LEGAL-FLAX MEADOW TOWNHOMES	11/03/2023	36.80
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.16
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	16.57
Total for Department: 013 Building & Zoning				9,772.70
Department: 014 Fire Dept				
14398	AMAZON CAPITAL SERVICES	2 QTY JUSTRITE ACCUFLOW 2.5 GAL GALVANIZED STEEL TYPE II RED	10/20/2023	211.36
14399	Ameren Illinois	Utilities	10/20/2023	284.12
14403	BARNETT PEST SOLUTIONS	COMMERICAL PEST CONTROL	10/20/2023	50.00
14418	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/20/2023	1.38
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	104.19
14464	Mastercard	BADGE&WALLET - FIRE BADGES	10/20/2023	568.42
14502	TIMES TRIBUNE	LEGAL-FIRE DEPARTMENT ORDINANCE 3290	10/20/2023	62.40
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	272.11
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	203.09
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	56.00
14533	Albers Fire Prot Equipment Inc	SERVICE CALL	11/03/2023	49.50
14562	City Utilities	UTILITIES - SHED BOAT DOCK	11/03/2023	1,231.50
14569	ED M. FELD EQUIPMENT CO., INC	BATTERY PCB ASSY, 2007 SENSOR, LABOR	11/03/2023	53.50
14583	HSBS Medical Group Inc	PHYSICAL, PRE-PLACEMENT - G SCHLARMANN	11/03/2023	170.00
14584	Fuels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	221.43
14586	Illinois State Police	FP BACKGROUND CHECK T. KNOCH	11/03/2023	28.25
14590	Knebel's Auto Body Inc	2017 CHEV TAHOE 4 QTY 255/70 R17TIRES & TIRE MOUNT/WHEEL BALANCE	11/03/2023	1,160.00
14602	MUNICIPAL EMERGENCY SERVICES, INC.	C STRAUB - FLAG PATCH, BADGE LOGO,SHIPPING	11/03/2023	56.31
14642	TYLER TECHNOLOGIES INC	NEW WORLD MAINTENCE IN-CAR MAPPING, FIRE CAD, INTERFACE	11/03/2023	2,837.60
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	4.14
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	118.02
14652	Zoll Data Systems Inc	ZOLL FIRE REPORTS (PER INCIDENT)	11/03/2023	57.09
Total for Department: 014 Fire Dept				7,800.41
Department: 015 Foreign Fire Insurance				
14425	DINGES FIRE COMPANY	1 QTY FLASHBACK FIVE LED FLARE KIT RED/AMBER (5 PACK)	10/20/2023	292.75
14457	Korte & Luitjohan Contr Inc	69.58 TONS OF ROCK	10/20/2023	1,495.97
14591	Leon Uniform Company Inc	K PRICE - UNIFORMS	11/03/2023	735.98
14597	MCFA DEATH BENEFIT	DEATH BENEFIT ASSESSMENT- #1470 DALE WILDHABER OF ST JACOB	11/03/2023	138.00
Total for Department: 015 Foreign Fire Insurance				2,662.70
Department: 017 Streets / PW Admin				
14399	Ameren Illinois	utilities	10/20/2023	61.51
14401	ASPHALT SALES AND PRODUCTS INC	HMA - 5.77 ton, \$80 p/t, Tie# 460085,460108	10/20/2023	999.20
14403	BARNETT PEST SOLUTIONS	August - Pest Control- Ticket # 7619	10/20/2023	30.00
14410	Broadway Battery & Tire	For 2016 F550 - Tires	10/20/2023	713.00
14418	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/20/2023	3.03
14426	Dr. Wood Trees & Landscape	Arborist Work, and Tree Work-Removing, Trimming, & Stumps	10/20/2023	9,975.00
14432	Fabick Power Systems Inc	Track Skidsteer:Troubleshoot Hydraulic Hoses/Lines, Parts, Labor	10/20/2023	830.72
14434	Fehrmann Garage Doors Inc	Overhead Garage Door Installed	10/20/2023	4,700.00
14442	Highland Communication Services	Communication Services	10/20/2023	253.00
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	673.29
14458	Korte Landscaping	Weed roundabouts & Troxler Sign area	10/20/2023	195.00
14461	LEWIS BRISBOIS BISGAARD & SMITH LLP	SEPTEMBER 2023 MONTHLY RETAINER INVOICE	10/20/2023	377.25
14466	McKay Auto Parts Inc	2 yr. wty bat - for backhoe	10/20/2023	211.98
14475	Nu Way Concrete Forms Troy LLC	white, Red/Orange, Green Marking Paints, Green Flags	10/20/2023	270.55
14477	O'Reilly Automotive Inc	Truck # 67 - GL - Wiper Fld, Strt Fd, Hex Bolt	10/20/2023	610.28
14487	RUSH TRUCK CENTER, ST. LOUIS INTERNATIONAL	Truck # 67 - Oil Pan, Bolt, Flanges, Parts	10/20/2023	1,144.20
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	243.54
14509	WELLS FARGO VENDOR FIN SERV	Ricoh copier IM C3500	10/20/2023	198.94
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	287.41
14511	Woody's Municipal Supply	Truck # 609 - Set Up, Build, Tarp Kit, Asphalt Tarp	10/20/2023	3,914.00
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	41.94
14536	AMAZON CAPITAL SERVICES	1 QTY HAPDEN HD GROMMET KIT W/BAG AND 200 PCS	11/03/2023	39.99
14546	BARNETT PEST SOLUTIONS	Monthly Pest Control Treatment - October, Tie. # 7636	11/03/2023	60.00
14554	Broadway Battery & Tire	Street Sweeper - Tires	11/03/2023	1,287.50
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	48.65
14562	City Utilities	City Utilities	11/03/2023	835.08
14567	Dr. Wood Trees & Landscape	36 Hrs. of tree work on Sector 1 + hazard tree removal 12th St.	11/03/2023	4,500.00
14584	Huels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	1,551.61
14592	LEWIS BRISBOIS BISGAARD & SMITH LLP	CITY OF HIGHLAND V. JASON METTLER FILE NO: 15386-3	11/03/2023	2,206.67
14608	Nu Way Concrete Forms Troy LLC	Nu Way Deluxe Form Release Agent Spec Chem. - 5 gal.	11/03/2023	65.50
14609	Oates Associates Inc	Highland Primary School Drainage Study- Inv. for 8/26 - 9/29/23	11/03/2023	1,232.50
14627	Roland Machinery Company	Knatsu Excvator with boom/hydraulics	11/03/2023	118,017.79
14628	JARED SCHROEDER	WAL-MART REIMBURSEMENT WRANGLER JEANS	11/03/2023	31.54
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.16
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	29.01
14649	Wilke Truck Service, Inc.	10/3, 10/4 - Alley Sealcoat	11/03/2023	4,160.00
14651	Woody's Municipal Supply	ECC -Directional LED, 8 pattern 12VDC, Clear	11/03/2023	66.78
Total for Department: 017 Streets / PW Admin				163,027.62
Total for Fund:001 General Fund				249,077.15
Fund: 007 Community Development Fund				
Department: 007 Community Development				
14461	LEWIS BRISBOIS BISGAARD & SMITH LLP	SEPTEMBER 2023 MONTHLY RETAINER INVOICE	10/20/2023	301.80
14464	Mastercard	ZOOM.US 10/08/23 - 11/07/23	10/20/2023	147.15
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	51.05
14556	C.A. JONES, INC	SINGLE-FAMILY HOME INCENTIVE PAYMENT	11/03/2023	4,000.00
14588	K Five Contracting Co.	SINGLE-FAMILY HOME INCENTIVE PAYMENT	11/03/2023	4,000.00

14599	Mettler Development LLC	SINGLE-FAMILY HOME INCENTIVE PAYMENT	11/03/2023	4,000.00
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	4.13
			Total for Department 007 Community Development	12,504.13
			Total for Fund.007 Community Development Fund	12,504.13
Fund: 008 Motor Fuel Tax Fund				
Department: 008 Motor Fuel Tax				
14401	ASPHALT SALES AND PRODUCTS INC	Cold Patch - 8 36 ton, \$150 p/1, Tie# 459894	10/20/2023	1,522.80
14468	Mike A Macedge Trucking Inc	CM6 - 48.43 ton, # 12.55 p/1, Tie # 1972341, 3590	10/20/2023	607.80
14483	Quality Testing & Eng Inc	Project 23-0244-C Matter Dr - Concrete sampling, testing,	10/20/2023	597.50
14559	Christ Bros Inc	HMA - Tie # 162318, 3.46 ton, \$75 p/1	11/03/2023	259.50
14608	Nu Way Concrete Forms Troy LLC	Limestone Polyurethane Sealant	11/03/2023	282.72
14609	Oates Associates Inc	Matter Dr Reconstruction - Inv. for 8/26/23 - 10/13/23	11/03/2023	4,394.27
14620	Quality Testing & Eng Inc	Project 23-0244-C - Matter Dr, - Field, Lab, Office Services	11/03/2023	1,233.75
14625	Red E Mix LLC	6 BAG -88PCCEV43 SIL/PV- 25 CY, \$148 P/CY,# 60144571,44573,44575	11/03/2023	13,384.06
			Total for Department: 008 Motor Fuel Tax	22,282.40
			Total for Fund:008 Motor Fuel Tax Fund	22,282.40
Fund: 009 Parks & Rec Fund				
Department: 009 Korte Rec Center				
14397	All American Sportswear	Party host "STAFF" screen print	10/20/2023	30.00
14398	AMAZON CAPITAL SERVICES	1 QTY POOL NOODLES, 1 QTY AMAZON FIRE TV STICK	10/20/2023	221.80
14399	Ameren Illinois	KRC gas bill	10/20/2023	677.88
14411	BUILDINGSTARS INC	October cleaning service bill	10/20/2023	2,913.00
14417	CONSOLIDATED ELEC DIST CED9858	Lightbulbs for the KRC	10/20/2023	281.98
14418	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/20/2023	347.05
14430	Energy Wise	fall maint. on HVAC at KRC	10/20/2023	2,059.00
14435	FRONTIER	KRC phone bill	10/20/2023	176.60
14442	Highland Communication Services	KRC wifi	10/20/2023	326.36
14444	Highland Pool & Spa Inc	Vertex 10%	10/20/2023	24.99
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	130.80
14464	Mastercard	FUN EXPRESS	10/20/2023	212.38
14465	Mazzio's Pizza	Pizzas for KRC party rentals	10/20/2023	912.00
14480	Precision Painting	Painting exterior awning	10/20/2023	750.00
14494	Sandy Strubhart	Refund for remainder of her chance card	10/20/2023	41.25
14496	Tech Electronics Inc	11/7-2/6/24 coverage period for maint	10/20/2023	439.01
14500	The Lifeguard Store	Water dumbbells and padded swim bars	10/20/2023	73.38
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	56.05
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	53.98
14535	ALLIED WASTE TRANSPORTATION INC	KRC RECYCLING SERVICE (09/01/23-09/30/23)	11/03/2023	15.00
14543	Auto Sound & Security, Inc	Yamaha receiver for radio	11/03/2023	555.94
14555	Betsy Buehne	Refund for chance card she can no longer use	11/03/2023	48.75
14558	Capri Pools & Aquatics	Chlorine pulsar briquettes	11/03/2023	4,070.00
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	873.59
14562	City Utilities	KRC	11/03/2023	8,799.63
14566	Direct Fitness Solutions	Repairs on fitness equipment	11/03/2023	305.00
14570	Essenpreis Plumbing & Htg	water heater repair at KRC	11/03/2023	1,265.28
14575	Global Industries	New wave bike rack	11/03/2023	433.29
14581	Hillyard St Louis Inc	Mop Dust MF fusion white	11/03/2023	172.21
14600	MPM Industries	New door alarms	11/03/2023	474.00
14612	Orkin Exterminating	Monthly pest control	11/03/2023	82.09
14621	Quench USA, Inc	Monthly water bottle refill station bill	11/03/2023	55.00
14635	Tech Electronics Inc	New batteries for fire alarm service	11/03/2023	151.94
14637	The Lifeguard Store	Lane reel winch	11/03/2023	89.10
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	24.84
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	337.15
			Total for Department: 009 Korte Rec Center	27,480.32
Department: 016 Parks & Recreation				
14397	All American Sportswear	Cemetery dash shirts	10/20/2023	306.00
14399	Ameren Illinois	Senior center gas bill	10/20/2023	131.93
14403	BARNETT PEST SOLUTIONS	WCC monthly pest control bill (August)	10/20/2023	25.00
14404	Beacon Athletics	Field equipment for Brad Reimbursed from HYSAC	10/20/2023	800.04
14408	Carmen Bostrom	refund for Grant's farm YAH trip	10/20/2023	110.00
14410	Broadway Battery & Tire	Lawn mower tire plug	10/20/2023	7.00
14414	City Utilities	QB Club utilities	10/20/2023	324.53
14418	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/20/2023	2.20
14423	JOHN DANT	PIPE FOR SILVER LAKE PROJECT -REIMBURSEMENT	10/20/2023	987.13
14424	DigitalArtz LLC	Pavillion Signage	10/20/2023	262.27
14427	SALLY DRAKE	Timing for Cemetery Dash	10/20/2023	1,050.00
14430	Energy Wise	Fall maint on VRF systems	10/20/2023	644.00
14431	Everlasting Etch	Cemetery dash medals	10/20/2023	59.50
14435	FRONTIER	Glik Park phone bill	10/20/2023	49.24
14442	Highland Communication Services	WCC wifi	10/20/2023	10.00
14446	Highland's Tru Buy	TRU BUY	10/20/2023	97.40
14448	Sylvester Holzinger	Refund for Grant's Farm YAH trip	10/20/2023	220.00
14450	IL Park & Recreation Asso	Professional non metro membership	10/20/2023	245.00
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	1,029.90
14464	Mastercard	ILSOS- REINSTATEMENT FILING -NOT FOR PROFIT	10/20/2023	2,989.52
14476	Mary Ann Olliges	Refund for YAH Grant's Farm trip	10/20/2023	110.00
14477	O'Reilly Automotive Inc.	Replacement battery	10/20/2023	54.08
14478	Pioneer Manufacturing Company	White field paint	10/20/2023	449.97
14481	Productivity Plus Account	TORO - WILL NOT START REMOVED STARTER INSTALLED NEW ONE	10/20/2023	396.05
14495	SUMNER ONE, INC.	WCC printer monthly payment	10/20/2023	60.00
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	346.66
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	2,912.59
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	62.96
14531	AGENCY FOR COMMUNITY TRANSIT	Repair on YAH bus	11/03/2023	315.65
14534	All American Sportswear	Cemetery Dash shirts	11/03/2023	1,064.00
14537	Ameren Illinois	Evergreen CT ST Lite	11/03/2023	61.39
14545	Barco Products Company	HEX TABLE, PARK BENCHES, PARK BENCHES, LIFTGATE FEES	11/03/2023	3,525.08
14546	BARNETT PEST SOLUTIONS	October service for WCC	11/03/2023	50.00
14549	BETTER BASEBALL INC	2 QTY DUG OUT FENCING - DARK GREEN	11/03/2023	2,792.10
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	452.78
14562	City Utilities	Hunsche field bathrooms	11/03/2023	9,113.19
14565	DigitalArtz LLC	Butterfly Restoration and Wildflower program	11/03/2023	170.10
14570	Essenpreis Plumbing & Htg	Park and ride drinking fountain	11/03/2023	545.95
14571	Everlasting Etch	Memorial tree plaques	11/03/2023	96.96
14574	St. Clair Service Company FS Turf Solutions	parks turf supplies	11/03/2023	402.50
14580	Hodiger's Backhoe Inc	Pump at dog park and boat ramp pump	11/03/2023	800.00

14582	Home Nursery Inc	Memorial trees	11/03/2023	374.00
14584	Huels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	440.17
14590	Knebel's Auto Body Inc	Ford 150 repairs	11/03/2023	794.67
14611	O'Reilly Automotive Inc.	Battery for lawn equipment	11/03/2023	54.08
14614	Pepsi	Concessions supplies for Weinheimer and basketball games	11/03/2023	445.94
14615	Pest Authority Of St Louis	QB Club 21 day recurring treatment	11/03/2023	89.00
14624	R P Lumber Co Inc	OVERPAYMENT FROM INV 225785 03/15/2022	11/03/2023	-140.40
14633	Sugar Creek Candle Co.	9/21/23 Candle Workshop	11/03/2023	350.00
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.16
14643	ULINE SHIPPING SUPPLIES	Stainless steel ties for repairing memorial plaques	11/03/2023	98.87
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	33.15
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	726.49
Total for Department: 016 Parks & Recreation				39,559.80
Department: 503 Swimming Pool Fund				
14562	City Utilities	Outdoor pool	11/03/2023	103.23
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	8.26
Total for Department: 503 Swimming Pool Fund				111.49
Department: 715 Cemetery Fund				
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	326.21
14484	R P Lumber Co Inc	Siding for concrete	10/20/2023	31.99
14486	Red E Mix LLC	Concrete for cemetery	10/20/2023	6,383.00
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	97.44
14562	City Utilities	Cemetery	11/03/2023	70.80
14574	St. Clair Service Company FS Turf Solutions	Cemetery turf supplies	11/03/2023	321.00
14625	Red E Mix LLC	concrete for cemetery	11/03/2023	1,856.00
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	50.03
Total for Department: 715 Cemetery Fund				9,136.47
Total for Fund:009 Parks & Rec Fund				76,288.08
Fund: 010 TIF #2 Northside				
Department: 010				
14516	Oates Associates Inc	US ROUTE 40 & SYCAMORE STREET INTERSECTION STUDY AND PLANS	10/20/2023	6,565.00
Total for Department: 010				6,565.00
Total for Fund:010 TIF #2 Northside				6,565.00
Fund: 015 American Rescue Plan Act Funds				
Department: 015 Foreign Fire Insurance				
14548	BEST Engineered Systems Technology Group LLC	EVERGREEN SUBDIVISION - FIBER INSTALL	11/03/2023	46,920.00
Total for Department: 015 Foreign Fire Insurance				46,920.00
Total for Fund:015 American Rescue Plan Act Funds				46,920.00
Fund: 050 Street NHR Construction				
Department: 050 Street NHR Construction				
14516	Oates Associates Inc	PROJECT 223003.001 SOUTH POPLAR LEAGAL DESCRIPTIONS	10/20/2023	790.00
14609	Oates Associates Inc	6th St. Reconstruction, PH 2 & 3 - Inv. for 8/26/23 - 9/29/23	11/03/2023	26,505.72
Total for Department: 050 Street NHR Construction				27,295.72
Total for Fund:050 Street NHR Construction				27,295.72
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
ACH	IMEA	SEPTEMBER PURCHASE POWER	10/19/2023	-45,877.93
ACH	SPRINGBROOK SOFTWARE LLC	ACH SERVICE FOR SEPTEMBER 2023	10/16/2023	1,047.71
14517	OLABIDEMI ANIMASHAUN	Refund Check 022616-000	10/25/2023	12.84
14518	MORGAN CAPELLE	Refund Check 020723-001	10/25/2023	38.86
14519	RYAN GROTEFENDT	Refund Check 022045-000	10/25/2023	23.87
14520	MADISON COUNTY COMMUNITY DEVELOPMENT	Refund Check 019646-000	10/25/2023	30.37
14521	MADISON COUNTY COMMUNITY DEVELOPMENT	Refund Check 014679-001	10/25/2023	200.00
14522	MATTHEW TEBBE	Refund Check 007119-000	10/25/2023	0.64
14523	CHRISTOPHER WALK	Refund Check 023503-000	10/25/2023	38.50
14655	MADISON COUNTY COMMUNITY DEVELOPMENT	Refund Check 019163-000	11/03/2023	86.75
Total for Department: 000 Balance Sheet Accounts				-44,398.39
Department: 101 Electric Admin				
14398	AMAZON CAPITAL SERVICES	1 QTY CHEPULA B4 PLASTIC FILE WALLET ENVELOPE FILE FOLDER	10/20/2023	87.75
14419	Daniel Cook	NATIONAL MEMBERSHIP & NSPE-IL MEMBERSHIP&IL21 ST CLAIR	10/20/2023	299.00
14421	Gene Cox	PER DIEM - ELECTRIC FOREMAN ACADEMY - TRACK 2 10/23/23-10/23/23	10/20/2023	117.00
14430	Energy Wise	FALL MAINTENANCE ON HVAC EQUIPMENT	10/20/2023	386.00
14442	Highland Communication Services	COMMUNICATION CHARGE	10/20/2023	164.00
14453	Itron Inc	FCS SFTW Maintenance, IMA DRIVEBY Endpoints, Subscription	10/20/2023	785.71
14464	Mastercard	HOTEL FOR TRAINING	10/20/2023	487.92
14473	Northern Safety Co Inc	SINUS PAIN RELIEF	10/20/2023	51.96
14488	CHRISTOPHER SCARBOROUGH	PER DIEM - ELECTRIC FOREMAN ACADEMY - TRACK 2 10/23/23-10/23/23	10/20/2023	117.00
14489	Barkley Schaefer	PER DIEM - ELECTRIC FOREMAN ACADEMY TRACK 2 -10/23/23-10/26/23	10/20/2023	117.00
14492	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	10/20/2023	1,719.50
14504	Transworld Systems Inc	SEPTEMBER COLLECTION AGENCY DUES	10/20/2023	12.50
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	201.52
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	158.75
14540	Aramark Uniform Services	OCTOBER RUG SERVICE	11/03/2023	178.94
14546	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL -ELECTRIC & B&Z	11/03/2023	28.00
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	355.23
14562	City Utilities	UTILITIES	11/03/2023	492.32
14613	PAETEC	LONG DISTANCE CHARGE	11/03/2023	0.04
14634	SUMNER ONE, INC.	COLOR OVERAGES	11/03/2023	109.60
14638	Third Millennium Assoc Inc	UTILITY BILL RENDERING	11/03/2023	947.69
14639	THRYV, INC	MONTHLY PHONE LISTING 10/01/23-10/31/23	11/03/2023	37.75
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15

14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	12.44
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	33.98
			Total for Department: 101 Electric Admin	10,062.75
Department: 102 Electric Production				
ACH	IMEA	SEPTEMBER PURCHASE POWER	10/19/2023	905,989.32
14399	Ameren Illinois	GAS CHARGE	10/20/2023	107.48
14403	BARNETT PEST SOLUTIONS	INSPECTION & TREATMENT	10/20/2023	50.00
14405	BEST ONE TIRE & SERVICE OF CLINTON COUNTY	TIRES FOR KELLY'S TRUCK	10/20/2023	203.86
14442	Highland Communication Services	COMMUNICATION CHARGE	10/20/2023	3.00
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	1,066.94
14464	Mastercard	MISC ITEMS FOR NEW MECHANIC SHOP	10/20/2023	1,182.18
14466	McKay Auto Parts Inc	PARTS FOR NEW MECHANIC SHOP	10/20/2023	5.95
14474	Northtown Auto & Tractor	PARTS FOR NEW MECHANIC SHOP	10/20/2023	33.26
14484	R P Lumber Co Inc	1 QTY 2812ACQ-2X8X12 MCATRATED #1-GROUND CONTACTARSENIC FREEE1/12	10/20/2023	84.18
14493	STRAT-O-SPAN BUILDINGS INC	29 gage mocha tan "R" npl w/20 year warranty	10/20/2023	315.68
14499	The Korte Company Inc	PARTS FOR NEW MWCHANIC SHOP	10/20/2023	50.00
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	828.34
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	49.99
14540	Aramark Uniform Services	OCTOBER UNIFORM AND RUG SERVICE	11/03/2023	376.26
14544	Aviston Lumber Company	3 - 623KKF-R1923KRAFT FACED 135.12 SQ FT BAGS, 4-4X8 STYROFOAM	11/03/2023	503.81
14546	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL - POWER PLANT	11/03/2023	100.00
14554	Broadway Battery & Tire	SHOP LABOR, ICE MAKER, POWER PLACE REFRIGERATOR	11/03/2023	210.40
14562	City Utilities	UTILITIES	11/03/2023	3,127.78
14598	McKay Auto Parts Inc	1 QTY T-BONE KIT, 1 QTY GIANT FUNNEL	11/03/2023	61.83
14607	Northtown Auto & Tractor	1 QTY QR COUPLER, 1 QTY IMPACT FITTING	11/03/2023	94.50
14611	O'Reilly Automotive Inc	1 QTY OIL FILTER	11/03/2023	93.89
14616	PLUMBERS SUPPLY #215	2848-20 Milwaukee M18 Cordless Tire Inflator	11/03/2023	157.78
14624	R P Lumber Co Inc	2 QTY 1923135KF-R919 6X23 J/F INS BATT (135 13) RETURN	11/03/2023	481.07
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	4.13
14653	C T R CONCRETE & BUILDERS, INC	LABOR & MATERIALS: FRAME FRONT BUILDING 2-OVERHEAD DOOR OPENING	11/03/2023	5,785.21
			Total for Department: 102 Electric Production	924,127.99
Department: 104 Electric Distribution				
14402	Aviston Lumber Company	PROPANE	10/20/2023	47.81
14407	Bobcat of St. Louis	NEW BANDITINTIMIDATOR 12XP	10/20/2023	43,000.00
14446	Highland's Tru Buy	84 @ 3.48 PALLET OF WATER	10/20/2023	292.32
14451	Illinois Municipal Utilities Association	FOREMAN ACADEMY GENE, BARKLEY, CHRIS	10/20/2023	3,150.00
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	232.40
14462	London Shoe Shop	SAFETY BOOTS - JASON WIEGAND	10/20/2023	576.00
14464	Mastercard	PARKING	10/20/2023	196.86
14479	Power Line Supply	TOOL REPAIR	10/20/2023	332.12
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	237.32
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	526.02
14536	AMAZON CAPITAL SERVICES	1 QTY KIM HOTSTART ENGINE HEATER TPS COOLANT PRE-HEATER	11/03/2023	124.99
14537	Ameren Illinois	GAS CHARGE	11/03/2023	95.00
14539	ANIXTER, INC	TAP04CUSOL-00 Coated Soft Drawn Copper	11/03/2023	7,952.00
14550	BHMG Engineers Inc	PROFESSIONAL SERVICES	11/03/2023	2,591.89
14573	Fletcher Reinhardt Company	BS0D5701NNSB DEADEND BRONZE EZ OPENING	11/03/2023	14,686.20
14584	Huels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	1,845.48
14611	O'Reilly Automotive Inc	2 QTY HYD FILTER	11/03/2023	307.59
14618	Power Line Supply	4500YG9M2Q1 Tool Apron	11/03/2023	2,484.00
14629	Schulte Supply Inc	3 QTY AERVOE RED MARKETING PAINT 17 OZ	11/03/2023	1,103.64
14641	Truck Centers Inc	RETURN VALVE CHECK	11/03/2023	188.57
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	37.28
14650	WOLTERING WELDING & FABRICATION LLC	Aluminium Box- Apprx. 5' X 5' X 2'	11/03/2023	2,950.00
			Total for Department: 104 Electric Distribution	86,118.64
			Total for Fund:101 Electric Fund	975,910.99
Fund: 111 FTTP Fund				
Department: 000				
14412	JAMES CAGLE	HCS REFUND	10/20/2023	6.15
14447	SHAINA HOLT	HCS REFUND	10/20/2023	11.32
14459	VICKY KRUG	HCS REFUND	10/20/2023	70.74
14482	JUDY PRUETT	HCS REFUND	10/20/2023	6.27
			Total for Department: 000	94.48
Department: 111				
ACH	RELIAFUND	HCS ACH PROCESSING FEE FOR SEPTEMBER 2023	10/16/2023	186.24
14395	4 IMPRINT	500 QTY POWER CLIP - OPAQUE	10/20/2023	410.00
14396	4COM Inc	AUGUST 2023 PROGRAMMING	10/20/2023	519.67
14398	AMAZON CAPITAL SERVICES	CREDIT INVOICE 1PR4-CW6Y-LRM3	10/20/2023	463.21
14403	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL	10/20/2023	50.00
14413	CALIX INC	803G Gigapoint	10/20/2023	10,258.12
14418	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/20/2023	0.83
14429	EIS INTERMEDIATE HOLDINGS LLC	GenSpeed non-plenum Cat6	10/20/2023	6,346.00
14433	Fastenal	300 QTY 8-18X1-1/2HWH SDS Z. 300 QTY #8-18X2 HEX-UNS	10/20/2023	75.33
14437	GRAY MEDIA GROUP LLC	MAY SUBSCRIBERS KMOV-D3	10/20/2023	28,476.69
14438	Graybar	AERVOE - CONSTRUCTION MARKING PAINT WHITE 17OZ	10/20/2023	10,371.87
14442	Highland Communication Services	HCS SERVICES - HCS	10/20/2023	415.00
14452	ILLINOIS TELECOMMUNICATIONS ACCESS CORP.	LOCAL EXCHANGE CARRIER & INTERCONNECTED VOIP & WIRELESS PROV REM	10/20/2023	14.10
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	5.28
14456	Kalmer Landscape Supply	TOP SOIL HCS	10/20/2023	289.44
14469	MOMENTUM TELECOM, INC.	OCTOBER VOICE CONTENT FEE #325794	10/20/2023	10,378.10
14477	O'Reilly Automotive Inc.	1 QTY CAR FOGGER, 1 QTY CAR FOGGER	10/20/2023	22.98
14491	SINCLAIR TELEVISION GROUP, INC	SEPTEMBER SUBSCRIBER COUNTS	10/20/2023	4,825.15
14497	TEGNA	SEPTEMBER VIDEO CONTENT FEE	10/20/2023	6,216.90
14501	The Mail Box Store	UPS GROUND - SPEE-DEE VPC RETURN CENTER	10/20/2023	300.25
14503	TIVO PLATFORM TECHNOLOGIES LLC	NC PT MOBI 870.50 ACCTS, 144 NDVR ADDTL USAGE, 476 STREAMS ADDT	10/20/2023	7,900.24
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	276.13
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	52.05
14512	Duane E. Zobrist	HIGHLAND ROAD JUST WEST OF KORTE/LUITJOHN CONSTRUCTION	10/20/2023	100.00
14513	CALIX INC	SHIPPING/HANDLING	10/20/2023	4,434.48
14514	COMSTAR SUPPLY INC	1.50IN X 44FT BLACK ELECTRICAL TAPE TELEPHONE GRADE8.5MIL	10/20/2023	109.16
14515	KGP Logistics Inc	Telecom ID tag- orange (100/bag)	10/20/2023	10.13
14524	Mastercard	FACEBOOK 08/28/23-09/27/23	10/25/2023	1,670.23
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	5.98
14536	AMAZON CAPITAL SERVICES	4 QTY PROTEBOX FOR IPHONE WATERPROOF CASE W/PROTECTOR	11/03/2023	79.96

14541	ARELION US INC	ARELION CARRIER ETHERNET VIRTUAL PRIVATE LINE(05/01/23-05/31/23)	11/03/2023	8,560.00
14547	JORDAN BAUER	UBER LAS AIRPORT - 10/18/23	11/03/2023	191.75
14548	BEST Engineered Systems Technology Group LLC	WASHINGTON ST - FIBER REPAIR	11/03/2023	10,410.00
14557	CALIX INC	SHIPPING/HANDLING	11/03/2023	12,088.43
14560	Home Box Office Cinemax	OCTOBER VIDEO CONTENT FEE	11/03/2023	80.00
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	159.64
14562	City Utilities	UTILITIES	11/03/2023	2,494.48
14568	Drive Social Media	SOCIAL MEDIA MONTHLY SERVICE	11/03/2023	2,000.00
14576	GREAT LAKES DATA SYSTEMS	BROADHUB SOFTWARE SUPPORT	11/03/2023	1,200.00
14579	Home Box Office HBO	OCTOBER VIDEO CONTENT FEE	11/03/2023	270.00
14584	Huels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	114.23
14589	Kalmer Landscape Supply	TOP SOIL - HCS	11/03/2023	54.40
14619	PREMIERE CLEANING SOLUTIONS	GUTTER CLEANING - HCS	11/03/2023	299.00
14634	SUMNER ONE, INC.	COPIER LEASE/USAGE	11/03/2023	171.58
14639	THRIVV, INC	MONTHLY PHONE LISTING 10/01/23-10/31/23	11/03/2023	65.25
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	24.84

Total for Department: 111 135,608.27

Total for Fund-111 FTTP Fund 135,702.75

Fund: 201 Water Fund

Department: 000 Balance Sheet Accounts

14517	OLABIDEMI ANIMASHAUN	Refund Check 022616-000	10/25/2023	133.12
14518	MORGAN CAPELLE	Refund Check 020723-001	10/25/2023	27.17
14519	RYAN GROTEFENDT	Refund Check 022045-000	10/25/2023	3.95
14520	MADISON COUNTY COMMUNITY DEVELOPMENT	Refund Check 019646-000	10/25/2023	51.96
14522	MATTHEW TEBBE	Refund Check 007119-000	10/25/2023	0.07
14523	CHRISTOPHER WALK	Refund Check 023503-000	10/25/2023	6.65

Total for Department: 000 Balance Sheet Accounts 222.92

Department: 201 Water Admin

14492	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	10/20/2023	687.80
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	51.05
14638	Third Millennium Assoc Inc	UTILITY BILL RENDERING	11/03/2023	315.90
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	4.14

Total for Department: 201 Water Admin 1,058.89

Department: 202 Water Production

14418	Constellation NewEnergy Gas Division, LLC	GAS SERVICE	10/20/2023	7.43
14422	Curry & Associates Engineers Inc	Source Water Protection Plan - 2023	10/20/2023	1,798.41
14430	Energy Wise	Clean & check heating systems	10/20/2023	414.00
14442	Highland Communication Services	Communication Services	10/20/2023	119.66
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	78.61
14485	R.E. Pedrotti Co. Inc	Filter #5 Flow Rate Differential Pressure Transmitter	10/20/2023	424.30
14506	Utility Service Co Inc	1,000,000 Ground Storage Tank - Quarterly	10/20/2023	26,267.16
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	135.02
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	55.59
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	360.09
14537	Ameren Illinois	Utilities	11/03/2023	59.81
14538	American Water Works Association	9/19/23 Inv - Membership Renewal 1/1/24 - 12/31/24	11/03/2023	131.34
14546	BARNETT PEST SOLUTIONS	Monthly treatment - 2 main bldg., 2 pump houses, Tic. # 7641	11/03/2023	130.00
14553	Brenntag Mid South Inc	Chlorine	11/03/2023	7,497.00
14562	City Utilities	City Utilities	11/03/2023	14,051.75
14585	Illinois Section AWWA	10/10Water Distrib. System Hydraul. Model 101-An Intro IEPA#185	11/03/2023	36.00
14593	LIL ROCK ELECTRICAL CONSTRUCTION INC	Replacement/Upgrade Electrical Panel	11/03/2023	5,816.00
14594	London Shoe Shop	SAFETY BOOTS - DANIELLE SCHAAKE	11/03/2023	192.00
14595	Luby Equipment Services	For Load Bank Test - Caterpillar Model: SR-4	11/03/2023	1,760.00
14611	O'Reilly Automotive Inc	#80037 Galgear Lube was exchanged for Lube-Inv. # 0958-31926	11/03/2023	24.99
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15
14644	USA Blue Book	Hach Total Ammonia Chemkey Reagents: 25 pk	11/03/2023	489.04
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	16.57

Total for Department: 202 Water Production 63,025.92

Department: 203 Water Distribution

14398	AMAZON CAPITAL SERVICES	1 QTY BLACKHORSE RACING 5 GAL AIR TIRE BEAD SEATER	10/20/2023	35.12
14402	Aviston Lumber Company	T8 32W Fluorescent Bulb	10/20/2023	85.35
14442	Highland Communication Services	Communication Services	10/20/2023	2.00
14453	Iron Inc	FCS SFTW Maintenance, IMA DRIVEBY Endpoints, Subscription	10/20/2023	785.70
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	184.22
14464	Mastereard	Fire Hose Direct - Alum. 2 1/2" Threaded Line Gauges	10/20/2023	1,027.23
14474	Northtown Auto & Tractor	37/64 Drill bit	10/20/2023	14.49
14490	Schulte Supply Inc	72" Mighty Probe	10/20/2023	1,688.50
14498	Teklab Inc	Coliform, Total Membrane Filter, other lab tests	10/20/2023	712.30
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	144.18
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	615.77
14536	AMAZON CAPITAL SERVICES	2 QTY HP 67 BLACK TONER CERT, 2 QTY HP 67 TRI-COLOR INK CART	11/03/2023	48.03
14538	American Water Works Association	9/19/23 Inv. - Membership Renewal 1/1/24 - 12/31/24	11/03/2023	131.33
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	24.00
14562	City Utilities	City Utilities	11/03/2023	636.67
14563	Coe Equipment Inc	Diode Box - 10	11/03/2023	262.27
14584	Huels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	441.93
14617	Pollardwater.com	Piezotube Assy w/snubber	11/03/2023	91.60
14629	Schulte Supply Inc	24" 6" SMJ Gasket	11/03/2023	268.80
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	6.22

Total for Department: 203 Water Distribution 10,366.86

Total for Fund:201 Water Fund 74,674.59

Fund: 301 Sewer Fund

Department: 000 Balance Sheet Accounts

14517	OLABIDEMI ANIMASHAUN	Refund Check 022616-000	10/25/2023	149.62
14518	MORGAN CAPELLE	Refund Check 020723-001	10/25/2023	27.40
14519	RYAN GROTEFENDT	Refund Check 022045-000	10/25/2023	4.02
14520	MADISON COUNTY COMMUNITY DEVELOPMENT	Refund Check 019646-000	10/25/2023	20.54
14522	MATTHEW TEBBE	Refund Check 007119-000	10/25/2023	0.06
14523	CHRISTOPHER WALK	Refund Check 023503-000	10/25/2023	6.66

			Total for Department: 000 Balance Sheet Accounts	208.30
Department: 301 Sewer Admin				
14399	Ameren Illinois	utilities	10/20/2023	84.34
14441	HIGHLAND AUTOWASH LLC	Public Works - 2 vehicles - monthly membership	10/20/2023	40.00
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	17.99
14461	LEWIS BRISBOIS BISGAARD & SMITH LLP	SEPTEMBER 2023 MONTHLY RETAINER INVOICE	10/20/2023	201.20
14492	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	10/20/2023	687.80
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	54.27
14562	City Utilities	City Utilities	11/03/2023	221.22
14638	Third Millennium Assoc Inc	UTILITY BILL RENDERING	11/03/2023	315.90
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	4.13
			Total for Department: 301 Sewer Admin	1,626.85
Department: 303 Sewer Collection				
14398	AMAZON CAPITAL SERVICES	1 QTY BLACKHORSE RACING 5 GAL AIR TIRE BEAD SEATER	10/20/2023	35.12
14402	Aviston Lumber Company	T8 32W Fluorescent Bulb	10/20/2023	85.35
14442	Highland Communication Services	Communication Services	10/20/2023	2.00
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	168.97
14474	Northtown Auto & Tractor	37/64 Drill bit	10/20/2023	14.50
14490	Schulte Supply Inc	72" Mighty Probe	10/20/2023	64.40
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	29.94
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	-0.70
14536	AMAZON CAPITAL SERVICES	2 QTY HP 67 BLACK TONER CERT, 2 QTY HP 67 TRI-COLOR INK CART	11/03/2023	48.03
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	24.00
14562	City Utilities	City Utilities	11/03/2023	636.67
14563	Coe Equipment Inc	Diode Box - 10	11/03/2023	262.27
14584	Huels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	441.93
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	6.22
			Total for Department: 303 Sewer Collection	4,979.85
Department: 304 Water Reclamation Facility				
14442	Highland Communication Services	Communication Services	10/20/2023	149.99
14449	HOUSE OF TOOLS & ENGINEERING, INC	Service Call For Compressor - parts, labor	10/20/2023	3,098.51
14454	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	10/20/2023	62.41
14455	Kalmer HVAC Services, LLC	Service Call for Sampler - Parts & Labor	10/20/2023	250.00
14464	Mastercard	IAWPCO - Ron D., Dan N - So. Regional Conference	10/20/2023	120.00
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	123.07
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	157.76
14530	Ace Hardware	ACE OPERATING SUPPLIES	11/03/2023	32.76
14538	American Water Works Association	9/19/23 Inv. - Membership Renewal 1/1/24 - 12/31/24	11/03/2023	131.33
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	55.35
14562	City Utilities	City Utilities	11/03/2023	9,559.96
14578	Hawkins Inc	Demurrage	11/03/2023	40.00
14584	Huels Oil Co	DHS-PREM OFF-ROAD DIESEL	11/03/2023	635.45
14626	Reding Tire & Battery Inc	Tire Repair for 4" pump	11/03/2023	22.00
14636	Teklab Inc	Coliform/Fecal-Mem Filter, Sludge, % Moisture, Solid; Sludge 503	11/03/2023	774.40
14642	TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	11/03/2023	3,161.15
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	16.58
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	25.65
			Total for Department: 304 Water Reclamation Facility	18,416.37
Department: 305 WRF Pretreatment				
14562	City Utilities	City Utilities	11/03/2023	25.56
14564	KIMBERLY A. COLE	Issues - several local businesses & mtg. w/ Kim, Justin, Amanda	11/03/2023	3,751.25
			Total for Department: 305 WRF Pretreatment	3,776.81
			Total for Fund:301 Sewer Fund	29,008.18
Fund: 401 Ambulance Fund				
Department: 401 Ambulance Fund				
14399	Ameren Illinois	GAS CHARGE	10/20/2023	124.44
14400	AMERICAN AMBULANCE ASSOCIATION INC	2024 MEMBERSHIP RENEWAL - HIGHLAND AMBULANCE SERVICE	10/20/2023	525.00
14403	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL	10/20/2023	50.00
14409	Bound Tree Medical, LLC	EMS SUPPLIES	10/20/2023	981.08
14410	Broadway Battery & Tire	AMBULANCE REPAIR 1 QTY RPWFE	10/20/2023	49.42
14442	Highland Communication Services	HCS SERVICES - EMS	10/20/2023	280.94
14461	LEWIS BRISBOIS BISGAARD & SMITH LLP	SEPTEMBER 2023 MONTHLY RETAINER INVOICE	10/20/2023	150.90
14464	Mastercard	OFFICE MAX	10/20/2023	58.78
14471	N&F TRAINING SOLUTIONS LLC	ACTIVE SHOOTER & MENTAL WELLNESS CONFERENCE - M CARLEN	10/20/2023	600.00
14507	Verizon Wireless - State	VERIZON WIRELESS CHARGES	10/20/2023	567.32
14510	WEX BANK	SEPTEMBER FUEL	10/20/2023	1,105.99
14532	Airgas USA,LLC	OXYGEN	11/03/2023	280.25
14536	AMAZON CAPITAL SERVICES	10 QTY EARPIECE W/MIC FOR KENWOOD RADIOS, 5 QTY POLICE EARPIECE	11/03/2023	418.45
14546	BARNETT PEST SOLUTIONS	COMMERCIAL PEST CONTROL - 1122 BROADWAY	11/03/2023	100.00
14551	BLUE CROSS BLUE SHIELD OF ILLINOIS REFUND&RECOV	AMBULANCE REFUND - RUTH G ZEISSET REF#H327667801	11/03/2023	194.40
14552	Bound Tree Medical, LLC	1 QTY PELICAN N PLUCK FOAM INSERT FOR 1030 MICRO CASE	11/03/2023	10.29
14561	City Of Highland	OCTOBER CENTRAL PURCHASING	11/03/2023	245.70
14562	City Utilities	UTILITIES	11/03/2023	610.61
14577	RICK HALDI	AMBULANCE REFUND- RICK HALDI- INSURANCE PAID	11/03/2023	1,443.30
14583	HSIS Medical Group Inc	DRUG SCREEN, CHAIN OF CUSTODY - M SCHREIBER	11/03/2023	194.00
14584	Huels Oil Co	OCTOBER DIESEL FUEL	11/03/2023	1,295.28
14591	Leon Uniform Company Inc	EMS UNIFORMS	11/03/2023	175.50
14605	BETTY NICHOLS	AMBULANCE REFUND - 10/12/23 BETTY NICHOLS	11/03/2023	129.66
14606	NORTH CENTRAL EMS CORPORATION	3 QTY FAST-TAC TDU PANT, NAVY	11/03/2023	104.97
14635	Tech Electronics Inc	SUB MONITORING OF FIRE ALARM FOR 1122 BROADWAY 11/10/23-11/09/24	11/03/2023	840.00
14645	Vantage Point Solutions, Inc	IT SHARE ADDING SERVER PORTS TO JUNIPER & HCSACC	11/03/2023	29.01
14646	WAKEFIELD & ASSOCIATES LLC	COLLECTION DUES - REGINA LIPSKI	11/03/2023	14.05
14647	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING ACCOUNT	11/03/2023	83.28
14652	Zoll Data Systems Inc	ZOLL BILLING	11/03/2023	1,649.02
			Total for Department: 401 Ambulance Fund	12,311.64
			Total for Fund:401 Ambulance Fund	12,311.64
Fund: 713 Solid Waste Fund				
Department: 000 Balance Sheet Accounts				

14517	OLABIDEMI ANIMASHAUN	Refund Check 022616-000	10/25/2023	5.11
14519	RYAN GROTEFENDT	Refund Check 022045-000	10/25/2023	7.17
14522	MATTHEW TEBBE	Refund Check 007119-000	10/25/2023	0.06
14523	CHRISTOPHER WALK	Refund Check 023503-000	10/25/2023	18.66
14654	DANIELS SHARPSMART INC	Refund Check 021108-000	11/03/2023	2,755.63
Total for Department: 000 Balance Sheet Accounts				2,786.63
Department: 713 Solid Waste Fund				
14492	SPRINGBROOK HOLDING COMPANY LLC	CIVICPAY TRANSACTION FEE	10/20/2023	343.90
14535	ALLIED WASTE TRANSPORTATION INC	COMMERICAL TRASH SERVICES (09/01/23-09/30/23)	11/03/2023	167,696.50
14638	Third Millennium Assoc Inc	UTILITY BILL RENDERING	11/03/2023	315.89
Total for Department: 713 Solid Waste Fund				168,356.29
Total for Fund:713 Solid Waste Fund				171,142.92
<u>Grand Total</u>				<u>1,839,683.55</u>

Accepted by City Council November 06, 2023

Mayor:

Clerk: