

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
TUESDAY, JULY 6, 2021
7:00 PM**

NOTE: This is an in person meeting. However, due to COVID 19, 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 June 21, 2021 Regular Session (attached)
- B. **MOTION** – Approve Minutes of June 21, 2021 Special Session (attached)

PUBLIC FORUM:

- A. Citizens' Requests and Comments:
 - 1. Flügel Fest –Special Event Application – Mallord Hubbard and Gretchen Arnold (attached)
 - 2. Madison County Fair 5K Race –Special Event Application – David Ammann, Representative (attached)
 - 3. Relay for Life – Paint the Town Purple Request – Paula Redman, Representative

**Anyone wishing to address the Council on any subject may do so at this time.
Please come forward to the microphone.**

B. Requests of Council:

C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Bill #21-109/RESOLUTION Authorizing Allocation of Hotel/Motel Tax Funding for Advertisement of the 2021 Madison County Fair (attached)
- B. **MOTION** – Approve Appointment of George E. Jones to the Police and Fire Commission (attached)
- C. **MOTION** – Award Bid #PD-04-21, for Purchase of Two Police SUV's (attached)
- D. **MOTION** – Bill #21-110/ORDINANCE Declaring Personal Property Surplus and Authorizing its Sale and/or Disposal, Including a 2009 Dodge Caliber and a 1998 Ford Ranger (attached)
- E. **MOTION** -- Bill #21-111/RESOLUTION Authorizing Supplement to Lease of Land Between TJO Holdings, LLC and City of Highland (attached)

Continued

- F. **MOTION** -- Bill #21-112/RESOLUTION Approving Barb Shinn's Application, on Behalf of 9th Street Café, and Awarding Certain Financial Incentives Under the Façade Improvement Program (attached)
- G. **MOTION** -- Bill #21/113/RESOLUTION Approving Owner Change Order Number Nine for the Public Safety Building, and Waiving Competitive Bidding Requirement (attached)
- H. **MOTION** -- Bill #21-114/RESOLUTION Approving Owner Change Order Number Ten for the Public Safety Building, and Waiving Competitive Bidding Requirement (attached)
- I. **MOTION** -- Bill #21-115/RESOLUTION Approving and Authorizing the Execution of a Contract Between the City and Pocahontas-Old Ripley Fire District for Ambulance Services (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1198 for June 19, 2021 through July 2, 2021 (attached)

EXECUTIVE SESSION:

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

ADJOURNMENT:

Continued

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

Directions for Public Monitoring of Highland City Council Meetings:

In an effort to protect as many individuals as possible, including the leaders of our communities statewide, Governor J.B. Pritzker has issued a number of directives, one of which was to suspend the provisions of the Illinois Open Meetings Act (5 ILCS 120), requiring or relating to in-person attendance by members of a public body. Specifically, (1) the requirement in 5 ILCS 120/2.01 that "members of a public body must be physically present;" and (2) the conditions in 5 ILCS 120/7 limiting when remote participation is permitted, are suspended. Public bodies are encouraged to postpone consideration of public business where possible. When a meeting is necessary, public bodies are encouraged to provide video, audio, and/or telephonic access to their meetings to ensure members of the public may monitor the meeting, and to update their websites and social media feeds to keep the public fully apprised of any modifications to their meeting schedules or the format of their meetings due to COVID-19, as well as their activities relating to COVID-19.

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

618-882-5625

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

Conference ID #: 867900

This will allow a member of the public to hear the city council meeting. **Note:** This is for audio monitoring of the meeting, only. Participants will not be able make comments.

Anyone wishing to address the city council on any subject during the Public Forum portion of the meeting may submit their questions/comments in advance via email to lhediger@highlandil.gov 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 the end of the "Public Forum" portion 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: Flugel Fest

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

Location of Event: The Square

Sponsoring Organization/Individual: City of Highland

Event Responsible Party: Mallord Hubbard
Address: _____
Phone(s): 618-654-9891
Email: mhubbard@highlandil.gov

Secondary Contact: Gretchen Arnold
Address: _____
Phone(s): 618-975-6209
Email: garnold@highlandil.gov

Date(s) of Set-up: October 15th 2021

Event Date(s) / Times:
October 16th 2021 10am-6pm

Date(s) of Tear-down: October 16th 2021

Expected Attendance: 100+

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

Sound Amplification System utilized: Yes No
If yes, hours of operation: 10am-6pm

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:** _____
barricades blocking Main St., Washington blocking west bound traffic on main and one on Laurel.

Electric Dept: Electrical Service, Lighting (Specify): **Electric Dept. Director:** _____
Pedestals will need to have power and if not installed, they will need to be installed, mainly needed in area north

Public Safety: Security, First Aid, Traffic Control (Specify): **Public Safety Director:** _____
Periodic police, fire, EMS presence

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

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):
Department: _____
additional temporary restrooms across from the existing ones, dumpster or trash receptacles

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 _____

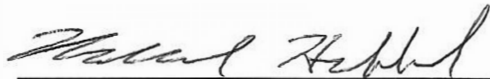
Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

○ Date: 7/6/2021

Application Submittal (60+ days) _____



Event Sponsor Responsible Party

6/23/2021

Date

City Manager

Date

Flugelfest Emergency Action Plan

GENERAL

The Flugelfest will be held October 16, 2021 on the Highland City Square, Highland, IL.

PURPOSE

- This emergency action plan predetermines actions to take before and during the “Flugelfest” (hereinafter referred to as the event) in response to emergency or otherwise hazardous conditions. These actions will be taken by organizers, management, personnel and attendees. These actions represent those required prior to the event, in preparation for, and those required during an emergency.
- Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are limited to, Medical Emergencies, Severe Weather, Fire, or situations where Law Enforcement is required.

ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Emergency Management, Emergency Medical Services, Fire and/or Police.

BASIC PLAN

- **Emergency Action Plan (EAP) Event Representative**
 - The EAP event representative will be identified as the point of contact for all contact for all communications regarding the event. This person should be the 2021 Flugelfest Chairperson. This person identified as Mallord Hubbard.
- **Emergency Notification**
 - In the event of an emergency, notification of the emergency will be through the use of 911. The caller should have the following information available: nature of emergency, location, and contact person with a callback number.
 - We will have HFD/EMS Chief Wilson’s contact information
 - We will have on-site HPD as scheduled.
- **Severe Weather**
 - Weather forecasts and current conditions will be monitored through the National Weather Service’s Weather Forecast Website.
 - Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain as scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
 - During the event – if severe weather occurs during the event, the EAP representative or his/her designee will make notification to those attending the event that a hazardous weather condition exists and direct them to shelter.

- There are very limited provisions for sheltering participants in the event of severe weather.
- This event will follow the 30-30 Rule for lightening. If lightening is observed and thunder is heard within 30 seconds, the event will be delayed until 30 minutes have passed since thunder was last heard.
- **Fire**
 - No specific hazard has been identified as an increased risk of fire at this event.
 - All event staff will be instructed on the safe use of portable fire extinguishers.
 - Should an incident occur that requires the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to the 911 operator: Nature of emergency, location, and contact person with call back number.
- **Medical Emergencies**
 - As with any outdoor event, there is potential for injury to the participants. The types of injuries are various and include those that are heat related. Medical, as well as traumatic injuries.
 - There are provisions for on-site Emergency Medical Services at this event.
 - Should an incident occur that require Emergency Medical Services, the EAP event representative or his/her designee will be contacted to request this resource. The caller will have the following information available to the 911 operator: Nature of emergency, precise location, and contact person with call back number.
- **Law Enforcement**
 - The need for law enforcement presence at this event has been identified.
 - Should an incident occur that requires law enforcement, the on-site HPD officer will be contacted to request this resource. If none are readily available, 911 will be utilized to request this resource. In either case, the caller should have the following information available to the 911 operator: Nature of emergency, precise location, and contact person with call back number.
- **Emergency Vehicle Access**
 - Access for emergency vehicles will be maintained t all times.
 - Fire lanes and fire hydrants will not be obstructed.
 - Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks or public throughways.
 - Crowd control will be managed by on site HPD.

CONTACT INFORMATION

Primary: Mallord Hubbard 618-654-9891

Secondary: Gretchen Arnold 618-975-6209

Emergency: - 911





To whom it may concern:

For the Flügel Fest, parking will be unavailable in the square after 3pm on October 15, 2021. This is to allow for the city to set up and for vendors to have the ability to bring their food trucks or items to the square for set up. During the day of the event, October 16, 2021 public parking in the downtown areas will be open to the public. This plan is subject to change if the Flügel Fest Committee believes the entirety of the square is not needed and appropriate parties will be contacted of the changes.

Gretchen Arnold

Highland Community Development Intern



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2021

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

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

PRODUCER Illinois Municipal League Risk Management Association c/o Cannon Cochran Management Services, Inc. Towne Centre Building 2 East Main Street Danville, IL 61832	CONTACT NAME: Julia Reynolds PHONE (A/C, No, Ext): (217) 444-1199 E-MAIL ADDRESS: jreynolds@ccmsi.com	FAX (A/C, No): (217) 477-6799
	INSURER(S) AFFORDING COVERAGE INSURER A : Illinois Municipal League Risk Management Association INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1214C0262	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			1214C0262	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1214C0262	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 16,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			1214C0262	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	PROP / IM / APD			1214C0262	1/1/2021	1/1/2022	per occurrence 250,000,000

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

PROOF OF COVERAGE

CERTIFICATE HOLDER **CANCELLATION**

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



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 _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING
ALLOCATION OF HOTEL / MOTEL TAX FUNDING
(Madison County Fair Association– 2021 Madison County Fair)**

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

WHEREAS, City has determined applicants for hotel / motel tax funding shall fill out an application to determine whether the funding request may be granted according to 65 ILCS 5/8-3-14, which reads, in pertinent part:

The amounts collected by any municipality pursuant to this Section shall be expended by the municipality solely to promote tourism and conventions within that municipality or otherwise to attract nonresident overnight visitors to the municipality

See 65 ILCS 5/8-3-14; and

WHEREAS, City has determined the applicant has submitted a “Hotel / Motel Tax Funding Application” (*See Exhibit A*); and

WHEREAS, City has determined the applicant has requested funds for tourism and/or conventions and/or overnight visitors to City, and the applicant’s request for funds may be permitted pursuant to the spirit of 65 ILCS 5/8-3-14 (*See Exhibit A*); and

WHEREAS, the City Council finds that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to allocate hotel / motel tax funds to the applicant pursuant to the “Hotel / Motel Tax Funding Application” (*See Exhibit A*).

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

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

Section 2. The “Hotel / Motel Tax Funding Application” (*See Exhibit A*) is approved.

Section 3. The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to allocate hotel / motel funds to applicant pursuant to applicant's "Hotel / Motel Tax Funding Application" (See **Exhibit A**).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



HOTEL/MOTEL FUND APPLICATION

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

Organization Information

- 1) Name and Address of Applicant (Organization): Madison County Fair Assn.
Madison County Fair Assn.
2025 Park Hill Dr., P.O. Box 111
Highland, IL 62249
- 2) Website Address: www.madcofair.com
- 3) Contact Person:
 - a) Name: David Ammann
 - b) Phone: 618-520-5165
 - c) Fax: _____
 - d) Email: david.ammann92@gmail.com
- 4) Is this a Non-Profit Organization? Yes No
- 5) Status of Organization (i.e. Foundation, Corporation, etc): Corporation
- 6) Agency Tax ID #: 37-0667487

Event Information

Please state how your request for hotel/motel tax funds will help promote: 1) tourism; 2) conventions within the City; and/or 3) overnight visitors to the municipality:

- 7) Fiscal Year of the Event: 2021
- 8) Name of the Event: Madison County Fair
- 9) Date(s) of the Event: 7/27/21-8/1/21
- 10) Location of the Event: Madison County Fairgrounds/Lindendale Park

11) Description of the Event: The event is the 6 day Madison County Fair. We have events that include livestock showing with people from not only the county but the whole state of Illinois. We also host evening events in the grandstands. Tuesday: Tractor Pull – Wednesday: Stock Car Races – Thursday: Combine Demolition Derby – Friday: Rodeo – Saturday: Car Demolition Derby. We also have carnival rides that are open all week, local vendors as well as other vendors from all over the state. Also, we have evening entertainment under the pavilion every night.

The funds from the city will be used to help us advertise for the event. We will advertise locally all over town as well as throughout the county. We will also be advertising on numerous local radio station to bring as many people into Highland for the events as possible! We look for this year to be an outstanding event!

12) Funding Request Amount: \$9,800.00

13) Projected Attendance for the Event: 50,000

14) Expected Overnight Stays for the Event: There will be numerous people overnight for the livestock shows as well as people that are coming to compete in the grandstand events in the evenings.

15) Description / Purpose of Funding Request:

The funds from the city will be used to help us advertise for the event. We will advertise locally all over town as well as throughout the county. We will also be advertising on numerous local radio station to bring as many people into Highland for the events as possible! We look for this year to be an outstanding event!

16) Other Sources of Project Funding:

Individual Donations: \$ _____

Grants: \$ _____

Private Businesses: \$ \$6,000.00

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

No. The only thing that we would need from the city is police for overseeing the event as well as fire and ambulance for emergencies if there would be any.

18) Continuing / New Activity:

a) Is this event... New _____ Continuing ___ x ___

- b) Do you expect it to be an Annual Event? Yes No
- c) Do you anticipate requiring regular and continued funding? Yes No
- d) Did you receive funding last year? Yes No
- e) If "d" = yes i) What amount did you receive? \$ \$3,500.00

19) Sponsors

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

SPONSOR	AMOUNT OF SPONSORSHIP
1	
2	
3	
4	
5	

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

This is the largest in Highland from an attendance perspective, not only with local individuals and families but this is a huge draw from people outside of the Highland community who come to compete in our livestock shows along with the grandstand events that we host every night. There are livestock families that stay in Highland for numerous days of the event that drive around town and see lots of the town throughout the week.

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

We have Fairbooks printed that we have dropped off around town to advertise for the event. I will also bring fairbooks to the city the night of the City Council meeting to pass around to the council and city officials at the meeting.

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

Revenues:

Hotel / Motel Tax Grant	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Revenues:	\$ _____

Expenses:

Expenditure Types	Amount
Advertising _____	\$13,000.00 _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL EXPENSES:	\$ _____

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

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

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

If yes, how many years in existence? 85 years

26) Projected sales tax generation: Event n/a _____ Indirect n/a _____

27) Number of volunteers associated with event? 100 _____

28) Nonprofit or for profit event? nonprofit

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

30) Why should event be funded? Attach narrative.

This event should be funded because it is huge attendance draw for city of Highland not only from local individuals and families but folks from all over the county as well as the state that come to the event. People come to the event to compete in the competitions as well as see all of the competitions and the vendors that are at the fair.

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

__David Ammann_____

Applicant

__David Ammann_____

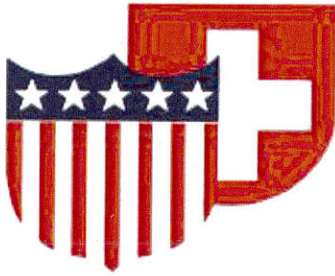
Signature of Representative / Officer

__President_____

Title

__6/30/2021_____

Date



CITY OF HIGHLAND

To: Mayor and Council Members
From: Chris Conrad, City Manager
Date: July 1, 2021
Subject: Approval of Hotel/Motel Funding for Madison County Fair Assoc.

RECOMMENDATION

I am recommending the Council approve Hotel/Motel funds for the 2021 Madison County Fair, organized by Madison County Fair Association.

DISCUSSION

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

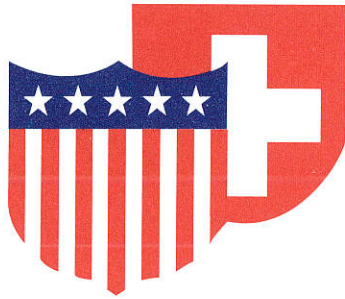
FISCAL IMPACT

Subject to approval, funding will be appropriated from the Hotel/Motel Tax Budget for this item.

Recommended by: _____

A handwritten signature in blue ink, appearing to read 'Chris Conrad', is written over a horizontal line.

Chris Conrad, City Manager



City of Highland

TO: City Councilmembers

FROM: Kevin B. Hemann, Mayor

DATE: July 1, 2021

SUBJECT: Appointment to the Police & Fire Commission

Terry Remelius has submitted his resignation from the Police & Fire Commission. Attached with this memo is an application for appointment from George E. Jones. I believe Mr. Jones is a good choice for appointment to the City's Police & Fire Commission. Therefore, I ask that you approve his appointment to fill the unexpired term of Terry Remelius, which expires June, 2023.

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

**APPLICATION FOR APPOINTMENT TO
CITY OF HIGHLAND BOARDS AND COMMISSIONS**



Please print or type.

Name George Edwin Jones
First Middle Last
 Home Address 479 Pike Dr W. Highland, IL 62249
Street City Zip

Date of birth: 12/15/59 Do you reside within the City limits? Yes No How long? 31 yrs

Home Telephone 618 920 5803 Daytime Telephone 618 654 5360

Occupation Retail Mgr/Owner Place of Employment Rural King

E-Mail Address(es) gejones@ruralking.com

Have you ever been convicted of a felony? Yes No

List Board(s) or Commission(s) you're interested in: Police + Fire Commission

What experience do you possess that you believe qualifies you to serve? Long time resident, Business owner, Former Chamber Pres., Former Rotary Pres.

Please list your interests/hobbies: Outdoor, Yardwork, Golf

You may attach additional information to support this application.

References: Jeff Hehrank 18 Willow Creek Dr 618 304-7151
Name Address Phone
Gary Bargetti 13400 Hwy 40 618 670-7697
Name Address Phone

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

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

Signature of Applicant [Signature] Date 6/22/21

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

Or you may fax to: (618.654.4768)

**CITY OF HIGHLAND
BID TABULATION SHEET**

BID OPENING: Date: June 29, 2021
 Time: 10:00 a.m. 10:12
 Place: City Hall

BID #: PD-04-21
 Item/Project Description: Purchase of
2 Ford Police Interceptors

Page 1

	<u>State</u>	<u>Tri-Ford</u>				
Item / Proposal Description						
Bid	<u>approx \$35,700 per</u>	<u>Both \$68,952.00</u>				
Non-Delinquency of Tax Form		<u>✓</u>				
Certificate of Compliance Form		<u>✓</u>				

Note: Request for delivery of Non-Delinquency of Tax and Certificate of Compliance Forms was inadvertently left out of the bid packets. Requested Tri-Ford to deliver forms to City Hall a.s.a.p. after bid opening.

BID OPENER: 

BID RECORDER: 



City of Highland
Police Department

Charlie Becherer, Chief of Police

To: Christopher Conrad, City Manager; City Council
From: Chief Charlie Becherer
Date: June 30, 2021
Re: Purchase of 2 Police SUV's, Bid #PD-04-21

On June 29, 2021 the Highland Police Department opened bids for the purchase of 2 new Police SUV's to replace squad 6 and squad 3 of our current fleet. The only outside bid was from Tri-Ford.

The bid from Tri-Ford included all the options that we require for a total cost of **\$68,952.00**. The current State Bid is through Morrow Brothers Ford out of Greenfield, IL and with all of our options that we require would be **\$71,400**.

I therefore recommend that the Council approve the purchase for (2) 2021 Ford Police SUV's to be purchased from Tri-Ford for the price of **\$68,952.00**.

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL,
INCLUDING A 2009 DODGE CALIBER AND A 1998 FORD RANGER**

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

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

WHEREAS, the City currently owns a 2009 Dodge Caliber and a 1998 Ford Ranger which, in the opinion of this City Council, are no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property; and

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

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

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

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

Section 2. The City personal property, specifically the aforementioned 2009 Dodge Caliber and a 1998 Ford Ranger, are hereby declared no longer useful to the City or necessary for

City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

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

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

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



JANSEN CHEVROLET CO., INC

7801 STATE ROUTE 161
 GERMANTOWN, IL, 62245
 Phone: (618) 523-8211
 Fax:

CITY OF HIGHLAND
 Key: CITY210527
 Sales Rep: Bryton Timmermann
 Date: 05/28/2021

Customer Information

Code: 1020435
 CITY OF HIGHLAND
 PO BOX 218
 HIGHLAND, IL, 62249
 Home,Cell (618) 654-2011,(618) 541-5369
 Email kkorte@highlandil.gov
 Sales Rep Bryton Timmermann
 Contract Date 05/27/2021
 Payment Date 05/27/2021
 Tax Code No Tax
 Type Retail - Cash Purchase

Vehicle Information

Stock # 21277A
 Year Make 2014 CHEVROLET
 Model, Trim SILVERADO 1500, WORK TRUCK
 Model Number CC15903
 Color
 Serial # 1GCNCPEH4EZ130502
 Odometer 93632
 Trade Year Make 1998 FORD
 Model RANGER
 Serial # 1FTYR10U5WUB14353
 Odometer 56823

Price

Total Sales Price	17,370.00
DOCUMENTATION FEE	299.00
ERT FEE	25.00
OTHER	0.00
REGISTRATION FEE	151.00
SALES TAX	0.00
TITLE FEE	150.00
TRANSFER FEE	0.00
VSI FEE	0.00
No Protections Selected	0.00
Trade	-500.00
Sub Total	17,495.00

Ford Ranger only

No Tax Taxable	0
No Tax @ 0.0000%	0.00
Payout Lien Amount	0.00
Deposit	0.00
Total Balance	17,495.00

I / We have reviewed the above disclosure and agree to the vehicle, price and payment information as declared.

X
 CITY OF HIGHLAND

X
 Dealer Acceptance

QUOTE IS VALID FOR 48HRS & SUBJECT TO APPROVED CREDIT



JANSEN CHEVROLET CO., INC

7801 STATE ROUTE 161
GERMANTOWN, IL, 62245
Phone: (618) 523-8211
Fax:

CITY OF HIGHLAND
Key: CITY210527
Sales Rep: Bryton Timmermann
Date: 05/28/2021

Customer Information

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PO BOX 218
HIGHLAND, IL, 62249
Home,Cell (618) 654-2011,(618) 541-5369
Email kkorte@highlandil.gov
Sales Rep Bryton Timmermann
Contract Date 05/27/2021
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Tax Code No Tax
Type Retail - Cash Purchase

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Year Make 2014 CHEVROLET
Model, Trim SILVERADO 1500, WORK TRUCK
Model Number CC15903
Color
Serial # 1GCNCPEH4EZ130502
Odometer 93632

Trade Year Make 1998 FORD
Model RANGER
Serial # 1FTYR10U5WUB14353
Odometer 56823

Price

Total Sales Price	17,370.00
DOCUMENTATION FEE	299.00
ERT FEE	25.00
OTHER	0.00
REGISTRATION FEE	151.00
SALES TAX	0.00
TITLE FEE	150.00
TRANSFER FEE	0.00
VSI FEE	0.00
No Protections Selected	0.00
Trade	-500.00
Sub Total	17,495.00

Ford Ranger only

No Tax Taxable	0
No Tax @ 0.0000%	0.00
Payout Lien Amount	0.00
Deposit	0.00
Total Balance	17,495.00

I / We have reviewed the above disclosure and agree to the vehicle, price and payment information as declared.

X

CITY OF HIGHLAND

X

Dealer Acceptance

QUOTE IS VALID FOR 48HRS & SUBJECT TO APPROVED CREDIT



JANSEN CHEVROLET CO., INC

7801 STATE ROUTE 161
GERMANTOWN, IL, 62245
Phone: (618) 523-8211
Fax:

CITY OF HIGHLAND
Key: CITY210527
Sales Rep: Bryton Timmermann
Date: 05/27/2021

Customer Information

Code: 1020435
CITY OF HIGHLAND
PO BOX 218
HIGHLAND, IL, 62249
Home, Cell (618) 654-2011, (618) 541-5369
Email kkorte@highlandil.gov
Sales Rep Bryton Timmermann
Contract Date 05/27/2021
Payment Date 05/27/2021
Tax Code No Tax
Type Retail - Cash Purchase

Vehicle Information

Stock # 21277A
Year Make 2014 CHEVROLET
Model, Trim SILVERADO 1500, WORK TRUCK
Model Number CC15903
Color
Serial # 1GCNCPEH4EZ130502
Odometer 93632

Trade Year Make 1998 FORD
Model RANGER
Serial # 1FTYR10U5WUB14353
Odometer 56823
Trade Year Make 2009 DODGE
Model CALIBER
Serial # 1B3HB48A49D143588
Odometer 63656

Price

Total Sales Price 17,370.00
ERT FEE 25.00
REGISTRATION FEE 151.00
TRANSFER FEE 0.00
VSI FEE 0.00
SALES TAX 0.00
OTHER 0.00
DOCUMENTATION FEE 299.00
TITLE FEE 150.00
No Protections Selected 0.00
Trade *Both cars trade in* -3,500.00
Sub Total 14,495.00

No Tax Taxable 0
No Tax @ 0.0000% 0.00
Payout Lien Amount 0.00
Deposit 0.00
Total Balance 14,495.00

[Kathi's decision]

I / We have reviewed the above disclosure and agree to the vehicle, price and payment information as declared.

X _____
CITY OF HIGHLAND

X _____
Dealer Acceptance

QUOTE IS VALID FOR 48HRS & SUBJECT TO APPROVED CREDIT

Home / What's My Car Worth / Category & Style / Options & Condition / Short Bed

Advertisement

My Car's Value

1998 Ford Ranger Regular Cab Short Bed

near **Highland, IL 62249** 

Mileage: **56,823** 

[Edit Options](#)

4.3  (762 Ratings)

[Write a review](#)



Recalls: **Recall Data Unavailable**

[Check VIN number](#)



Repair Estimator: **See Pricing**

[What's a fair price?](#)



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

[Instant Cash Offer](#)

[Trade-in](#)

[Private Party](#)

[Donate Your Car](#)

Trade-in Range
\$4,044 - \$5,803

Trade-in Value
\$4,924

[Important info & definitions](#)

KELLEY BLUE BOOK
OFFICIAL GUIDE

Condition: Fair ▼

Valid for ZIP Code **62249** through **05/28/2021**

4.3 ★ (762 Ratings)

[Write a review](#)

Track This Car's Value

Be the first to know when this vehicle's trade-in value changes by more than 2%.

Email Address

[Send Me Updates](#)

Home / What's My Car Worth / Category & Style / Options & Condition / SE Sport Wagon 4D

Advertisement

My Car's Value

2009 Dodge Caliber SE Sport Wagon 4D

near **Highland, IL 62249**

Mileage: **63,656**

[Edit Options](#)

3.9 ★ (765 Ratings)

[Write a review](#)



Recalls: **1 Recall Found**
[Is my car affected?](#)



Repair Estimator: **See Pricing**
[What's a fair price?](#)



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

[Instant Cash Offer](#)

[Trade-in](#)

[Private Party](#)

[Donate Your Car](#)



Condition: Good ▼

Valid for ZIP Code **62249** through **05/28/2021**

3.9 ★ (765 Ratings)

[Write a review](#)

Track This Car's Value

Be the first to know when this vehicle's trade-in value changes by more than 2%.

Email Address

[Send Me Updates](#)



City of Highland

To: Christopher Conrad, City Manager

From: Jackie Heimburger, Director of Support Services

Date: June 18, 2021

Subject: Declaring Vehicles as Surplus Property for General Administration

RECOMMENDATION

I recommend that you request council's approval to declare the following vehicles as surplus property for General Administration.

- 2009 Dodge Caliber VIN 1B3HB48A49D143588
- 1998 Ford Ranger VIN 1FMTK3J90FBC6623

DISCUSSION

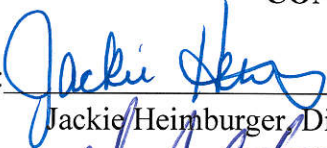
The above vehicles are being replaced due to the ongoing maintenance costs. These vehicles will be traded in or sold at a public auction.

FISCAL IMPACT

Funds from the sale of these vehicles will be placed in general administration.

CONCURRENCE

Recommended By: _____


Jackie Heimburger, Director of Support Services

Approved By: _____


Christopher Conrad, City Manager

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING SUPPLEMENT TO LEASE OF LAND BETWEEN
TJO HOLDINGS, LLC AND CITY OF HIGHLAND**

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, according to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office; and

WHEREAS, through Ordinance Number 3078, passed January 4, 2021, City and TJO Holdings, LLC (“TJO”) agreed to a Lease of Land whereby TJO would lease approximately 1200 square feet in the Southwest corner of 911 and 913 Main Street, Highland, Illinois (“Leased Land”), from City (*See* Ordinance No. 3078 attached hereto as **Exhibit A**); and

WHEREAS, the Lease of Land agreement between City and TJO contains a clause whereby City and TJO must mutually agree in writing to amend or supplement the Lease of Land (*See* **Exhibit A**); and

WHEREAS, TJO has requested City’s written consent to amend and supplement the Lease of Land (*See* Supplement to Lease of Land attached hereto as **Exhibit B**); and

WHEREAS, the Supplement to Lease of Land proposed by TJO contains, in pertinent part:

1. The term of the lease shall begin on July 6, 2021, and terminate on July 5, 2041;
2. City consents to TJO’s request to sublease the Leased Land to The Saint Louis Brewery, LLC;
3. City consents to the improvements TJO proposes to make to the Leased Land, which will be paid for and maintained by TJO;

See **Exhibit B**; and

WHEREAS, City has determined it is authorized to agree in writing to the Supplement to Lease of Land between City and TJO (*See* **Exhibit B**); and

WHEREAS, City has determined that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to give written consent to enter the Supplement to Lease of Land (*See* **Exhibit B**).

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. The Supplement to Lease of Land (*See Exhibit B*) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute any documents necessary to approve the Supplement to Lease of Land (*See Exhibit B*).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

ORDINANCE NO. 3078

**AN ORDINANCE APPROVING LEASE OF LAND BETWEEN
CITY OF HIGHLAND, ILLINOIS, AND TJO HOLDINGS LLC**

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, according to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office; and

WHEREAS, City has determined all City residents would benefit from additional event and park space adjacent to the City Square and continued economic growth in City’s Downtown Business District; and

WHEREAS, City has determined the acquisition of land adjacent to the City Square is in the best interest of public health, safety, general welfare, and economic welfare of City as follows:

(a) Purpose. To promote health, safety, general welfare, and economic welfare, the City of Highland (“City”) shall establish a community gathering space adjacent to the existing Highland Square. Plaza Park shall provide an outdoor space where members of the community can safely gather, socialize, and enjoy food, beverages, and games as a community.

1. Health and Safety- The health and safety of City residents, and questions about how to best promote mental health and healthy socialization during a global pandemic, have become a primary focus in 2020 as a result of COVID-19. Science has shown that gathering, socializing, eating, drinking, and enjoying games and events is safer outside rather than inside. As a result, City has determined it necessary to set aside a unique public space where City residents and visitors to City can safely gather outdoors. City has broad discretionary authority to license and regulate alcohol and food, and both will be permitted to be consumed in Plaza Park to promote socialization. City desires to foster a sense of community and will provide tables and games to be enjoyed by

visitors to Plaza Park. City will be constructing new public restrooms that are ADA compliant and providing new lighting and camera surveillance for purposes of creating a place where City residents feel comfortable and safe congregating.

2. General Welfare and Economic Welfare – The general welfare of City residents will be served by the factors stated herein, as well as other factors known and unknown. The economic welfare of City will be fostered through the revitalization of the City Downtown Business District. Plaza Park shall create a new public space for events, festivals, food vendors, bocce ball leagues, bags leagues, and other reasons to gather outside in a safe and healthy environment. This community outdoor activity will drive automobile and foot traffic to the City Downtown Business District, increase property values on and around the City Square, increase development on and around the City Square, increase sales tax revenue to be utilized for City services, and promote the overall general and economic welfare of the City of Highland.

and

WHEREAS, City shall own at the time of Closing with TJO Holdings LLC real estate adjacent to the City Square described as follows:

Parcel 1

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

Parcel 2

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

(hereinafter “Land”); and

WHEREAS, City will acquire the Land at Closing from TJO Holdings LLC for Ten and 00/100 Dollars, and Other Valuable Consideration; and

WHEREAS, City and TJO Holdings LLC desire to enter a contract whereby City will lease a portion of the Land to TJO Holdings LLC for use as an outdoor restaurant and bar service and seating area (*See* Lease of Land attached hereto as **Exhibit A**); and

WHEREAS, City and TJO Holdings LLC intend to sign the Lease of Land Agreement with the understanding the leased space on the Land will be approximately 1200 square in the Southwest corner of the Land, and will be located in an area yet to be finalized between the parties, but reflected on the attached architectural drawing (“Leased Property”) (*See* Plaza Park drawing, attached hereto as **Exhibit B**); and

WHEREAS, City published notice of this proposed lease of land to TJO Holdings LLC in a newspaper of general circulation not more than 30 days, or less than 15 days, from the City Council Meeting on January 4, 2021 where this lease shall be considered and acted upon by the municipal authorities of City (*See* **Exhibit C**); and

WHEREAS, City and TJO Holdings LLC intend to enter this Lease of Land for a term of twenty (20) years (*See* **Exhibit A**); and

WHEREAS, TJO Holdings LLC shall pay City \$10.00 per year, and other Valuable Consideration, according to the terms of the Lease of Land (*See* **Exhibit A**); and

WHEREAS, City finds that the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**) are fair and reasonable, and City finds the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare, and economic welfare of City to approve the terms of the Lease of Land between City and TJO Holdings LLC (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute the Lease of Land, and any other documents necessary to give effect to the Lease of Land, between City and TJO Holdings LLC (**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. The Lease of Land between City and TJO Holdings LLC (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is hereby authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve and give effect to the Lease of Land between City and TJO Holdings LLC (**Exhibit A**).

Section 4. This Ordinance shall be known as Ordinance No. 3078 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 4th day of January, 2021, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Sloan, Frey, Bellm, Hipskind

NOES: None



ATTEST:

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

APPROVED:

Joseph R. Michaelis
Mayor
City of Highland, Madison County, Illinois

LEASE OF LAND

This lease made and entered into between the City of Highland, an Illinois municipal corporation, 1115 Broadway, P.O. Box 218, Highland, Illinois 62249, as landlord (“Lessor”) and TJO HOLDINGS LLC, as Lessee (“Lessee”). Lessor and Lessee agree this lease shall not be effective until signed by both parties and when approved by the corporate authorities of the City of Highland, Illinois (“Effective Date”):

WITNESSETH:

1. Location. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor:

Approximately 1200 square feet located near the Southwest corner of real estate described as follows:

Parcel 1

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017

ADDRESS: 911 Main Street, Highland, Illinois 62249

Parcel 2

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016

ADDRESS: 913 Main Street, Highland, Illinois 62249

Lessor and Lessee intend to sign this lease agreement with the understanding the leased space may be determined and located in an area yet to be finalized between the parties, but reflected on the attached architectural drawing (hereinafter “Leased Property”) (See Plaza Park drawing, attached hereto as **Exhibit A**).

2. Term. Lessor agrees to lease the Leased Property from Lessee for a term of twenty (20) years.

According to 65 ILCS 5/11-76-1, any city or village . . . which acquires or holds any real estate for any purpose whatsoever . . . has the power to lease the real estate for any term not exceeding 99 years This power shall be exercised by an ordinance passed by three-fourths of the corporate authorities of the city or village then holding office

3. Rent. Lessee shall pay to Lessor as rent for the Leased Property the sum of Ten Dollars (\$10) per year, and Other Valuable Consideration stated herein.

4. Right of First Refusal. As long as Lessor owns the Leased Property, Lessee shall have the right of first refusal to lease the Leased Property subsequent to the expiration of the initial twenty (20) year lease term. If Lessee refuses to sign a new lease with Lessor, Lessor may lease the property to any approved Lessee or absorb the Leased Property into the public park.

5. Security Deposit. On or about the Effective Date, Lessee shall deliver to Lessor the first year's rent and a security deposit of \$ N/A. The security deposit is for damages Lessee might do to the Leased Property and as security for faithful performance by Lessee of the terms hereof and cannot be used by Lessee as a rent payment. The security deposit will be returned to Lessee, without interest, on the full and faithful performance of the terms of this lease.

6. Payment of Rent. Lessee agrees to pay the rent to Lessor for the first year's rent, in full, on or about the Effective Date. Lessee agrees to pay the rent for subsequent years of the lease, in full, on the Effective Date in subsequent years. The rent shall be due from Lessee at the beginning of each year for lease of the Leased Property.

7. Assignment and Subletting. This lease is not assignable without the written consent of Lessor. Lessee shall not sublet the Leased Property, or any part thereof, without the written consent of the Lessor. Lessee agrees to provide a copy of any proposed sub-lease agreement for the Leased Property to Lessor.

8. Use and Occupancy. The Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Leased Property, and the sidewalks connected thereto, during the term of this Lease. Lessee intends to use the Leased Property for outdoor restaurant and bar services, and Lessee intends to obtain all requisite licenses to sell alcohol and food on the Leased Property for consumption by Lessee's guests, customers, and invitees. Lessee shall comply with all local, state and federal laws associated with the operation of a restaurant and/or bar.

9. Utilities. Lessee shall be solely responsible for timely paying the monthly utility bills that it receives from the Lessor related to the lease of the Leased Property.

10. Taxes. Lessee shall be solely responsible for ascertaining any taxes owed on the Leased Property, and shall be responsible for payment of any taxes owed for use of the Leased Property.

11. Condition of Leased Property. Lessee shall keep the Leased Property in good order, good repair, and in a safe, clean, and commercially usable condition.

12. Destruction of Leased Property. In the case of the partial destruction of the Leased Property by fire, accident, or the elements, so as to render it or any portion of it commercially unusable, a pro-rata portion of the rent shall be remitted or returned to Lessee until such time as the Leased Property is again commercially usable.

13. Inspection of Leased Property. The Lessor is granted permission, at all reasonable times, to enter upon the Leased Property for the purpose of inspection and making any necessary repairs to the Leased Property or any part thereof.

14. Maintenance and Repairs. Lessee shall keep and maintain the Leased Property in good and sanitary condition and make necessary repairs during the term of this lease and any renewal thereof.

Lessee shall make all required maintenance and repairs, at Lessee's sole expense, including, but not limited to the following:

- (a) To keep the Leased Property clean, neat, and sanitary;
- (b) To remove from the Leased Property all rubbish, garbage, and other waste, in a clean and sanitary manner;
- (c) To properly use and operate all heating, ventilation, and air conditioning ("HVAC"), electrical, gas, and plumbing fixtures (if any are currently present or hereafter installed on the Leased Property) and to keep them as clean and sanitary as their condition permits;
- (d) Not to allow any person on the Leased Property to willfully or wantonly destroy, deface, damage, impair, or remove any part of the Leased Property;
- (e) To make all repairs necessary to the Leased Property to maintain the Leased Property in a safe and usable condition;
- (f) To care for all grass, vegetation, trees, and land scaping located on the Leased Property, and to keep the Leased Property clean and sanitary; and

No duty on the part of Lessor shall arise under this section.

15. Care of Leased Property. Lessee agrees to commit no act of waste, and further agrees to take good care of the Leased Property and the fixtures thereon. Lessee shall, in the use and occupancy of the Leased Property, conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments. All improvements made by Lessee to the Leased Property, which are so attached to the Leased Property that cannot be removed without material injury to the Leased Property, shall become the property of the Lessor upon installation. No later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of the Lessor, repair all injury done or in connection with installation or removal of such property and improvements, and surrender the Leased Property

in the same condition as the beginning of the lease term, reasonable wear excepted. All property of the Lessee remaining on the Leased Property after the last day of the term of this Lease shall be deemed abandoned and may be removed by the Lessor, and Lessee shall reimburse Lessor for cost of such removal. Lessee shall be responsible for any damages to the Leased Property caused Lessee's customers, invitees, agents, employees, visitors or licensees.

16. Alterations and Improvements. Lessee shall make no alterations to the Leased Property, construct any temporary structures, construct any buildings, or make other improvements on the Leased Property without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the Leased Property by Lessee, with the exception of fixtures removable without damage to the Leased Property and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Leased Property at the expiration or earlier termination of this Lease.

17. Remedies on Default. If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default, and if Lessee does not cure any rent default within fourteen (14) days, or other default related to the terms of this lease within fourteen (14) days, after the giving of such notice (or, if such other default is of such nature that it cannot be completely cured within such period if Lessee does not commence such curing within such fourteen (14) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this lease. Upon termination of this lease, Lessee shall quit and surrender the Leased Property to Lessor, but Lessee shall remain liable as hereinafter provided.

18. Deficiency. If in any case where Lessor has recovered possession of the Leased Property by any reason of Lessee's default, Lessor may, at Lessor's option, occupy the Leased Property or cause the Leased Property to be altered or divided, and otherwise changed or prepared for reletting, and may relet the Leased Property or any part as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time, or subsequent to the original expiration date of this Lease, and the Lessor shall receive the rent therefor. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred (including the Lessor's reasonable attorney's fees) in connection with the recovery of possession, altering or dividing the Leased Property or otherwise changing and reletting them. Rent shall then be applied to the payment of other damages suffered by the Lessor because of the Lessee's default. Lessee agrees, in any such case, whether or not Lessor has relet, to pay Lessor damages equal to the rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, the same being payable by Lessee on the several rent days above specified. No reletting shall constitute a surrender and acceptance or be deemed evidence thereof.

19. Holding Over. The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will, which may be terminated by Lessor on ten (10) days' notice in writing thereof.

20. Termination. If Lessee breaches this Lease, Lessor may terminate this lease in accord with provisions stated herein.

21. Notices. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when transmitted by email or telefax to the applicable email or telefax number, followed with mailing by certified United States mail, addressed as follows:

If to Lessee: TJO Holdings LLC
Attn: Jeffrey Wynne
875 Albert Avenue
Glendale, Missouri 63122
Email: Jeff@TJOHoldings.com

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

22. Indemnification, Hold Harmless, and Comprehensive General Liability and Dram Shop Insurance. Lessee shall obtain, from an established and reputable insurer, a policy of commercial general liability and Dram Shop insurance on the Leased Property – with a limit of at least One Million Dollars (\$1,000,000) – that names Lessor as an additional insured. All insurance policies shall be non-cancellable unless the insurer gives the additional insured parties at least thirty (30) days' notice of an impending cancellation. The Lessee shall deliver to the Lessor the Lessee's insurer's certificate of such liability insurance, showing that the Lessor has been named as an additional insured on that policy of liability and Dram Shop insurance.

Except to the extent, if any, that indemnity is provided by insurance, Lessee agrees to indemnify and hold harmless Lessor from and against all claims of whatever nature arising from the negligent acts or omissions or willful misconduct of Lessee, or Lessee's customers, invitees, agents, servants or employees on or about the Leased Property. This indemnity and hold harmless agreement shall include indemnity against all loss, costs, fees (including attorneys' fees), expenses and liabilities in connection with any such claim or proceeding brought thereon or in the defense thereof.

23. Liability. Lessor shall not be liable for any injuries or damages to Lessee, and/or any of Lessee's customers, agents, invitees, visitors, guests, or other persons who from time to time may be upon the Leased Property, except to the extent that such injuries or damages are caused by the intentional conduct of the Lessor.

24. Mechanic's Liens. The Lessee shall not permit any mechanic's liens to be placed upon the Leased Property.

25. No Other Representations. No representations or promises shall be binding upon the parties hereto except those representations and promises contained in this agreement, the

attachments thereto, and in the Lessee's application (if any) to the Lessor for rental of the Leased Property.

26. Quiet Enjoyment. Lessor covenants that Lessee shall peaceably have, hold and enjoy the Leased Property for the term herein mentioned, subject to the provisions of this Lease, and Illinois Law.

27. Applicability to Heirs and Assigns. Provisions of this Lease shall apply to, bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives and assigns.

28. Cost of Enforcement. Lessee agrees that Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorney's fees, incurred by the Lessor in the enforcement of the terms of this lease.

29. Cleaning Fee. A reasonable maintenance fee will be charged if the Lessee does not return the Leased Property to the Lessor in good condition (with consideration for normal wear and tear).

30. Hauling Fee. Lessee will be charged a reasonable hauling fee per load for any items left on the Leased Property, when the Lessee returns the Leased Property to Lessor, that must be hauled away.

31. Time of Essence. Time is of the essence of this lease.

32. Governing Law. This lease and terms hereof shall be governed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the said parties have duly executed this lease
on January 22, 2021.


LESSOR:

LESSEE:

City of Highland, Illinois,

TJO Holdings LLC

By: 
City Manager

By: 
Jeffrey Wynne





BELLEVILLE NEWS-DEMOCRAT

O'Fallon Progress • Command Post • The Legal Reporter
The Highland News Leader • Highland Advertiser Direct

Order Confirmation

Customer

HIGHLAND CITY OF

Payor Customer

HIGHLAND CITY OF

Customer Account

692468

Payor Account

692468

Customer Address

PO BOX 218
HIGHLAND IL 62249 USA

Payor Address

PO BOX 218
HIGHLAND IL 62249 USA

Customer Phone

618-654-9891

Payor Phone

618-654-9891

Customer Fax

Customer EMail

rohren@highlandil.gov

Sales Rep

jambry@bnd.com

Order Taker

jambry@bnd.com

PO Number

Notice of property lease

Payment Method

Invoice

Blind Box

Tear Sheets

0

Proofs

0

Affidavits

1

Net Amount

\$183.52

Tax Amount

\$0.00

Total Amount

\$183.52

Payment Amount

\$0.00

Amount Due

\$183.52

Ad Order Number

0004833422

Order Source

Ordered By

Special Pricing

Invoice Text

Promo Type

Package Buy

Materials

Ad Order Information

Ad Number 0004833422-01 **Ad Type** BLV-Legal Liner **Production Method** AdBooker **Production Notes**

External Ad Number **Ad Attributes** **Ad Released**
No **Pick Up**

Ad Size 1 X 62 li **Color**

Product BLV- Belleville News-Democrat **Placement** 0300 - Legals Classified **Times Run** 1 **Schedule Cost** \$183.52

Run Schedule Invoice Text NOTICE OF LEASE (Real Property by the C **Position** 0301 - Legals & Public Notices

Run Dates
12/18/2020

NOTICE OF LEASE

(Real Property by the City of Highland, Illinois)

PLEASE TAKE NOTICE THAT the City Council for the City of Highland, Illinois, will consider during its City Council meeting held on January 4, 2021 at 7:00 p.m. at Highland City Hall, 1115 Broadway, Highland, Illinois 62249, and can be monitored virtually with comments and questions accepted prior to the meeting date and time with virtual attendance information posted in a timely manner in accordance with Illinois law, adoption of an Ordinance approving the lease of land between the City of Highland Illinois and TJO Holdings LLC, pertaining to a portion of real property, more particularly described, to wit:

East 35 feet of Lot 10 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at Page 20 Situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-017
ADDRESS: 911 Main Street,
Highland, Illinois 62249

and;

Lot 9 in Block 14 in the Original Town of Highland, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 4 at Page 40 and subsequently transcribed to Plat Book 15 at page 20, situated in Madison County, Illinois.

PPN: 01-2-24-05-07-201-016
ADDRESS: 913 Main Street,
Highland, Illinois 62249

(hereinafter "Land"); and

The Land is currently owned by TJO Holdings LLC and is vacant. The City intends to acquire the Land from TJO Holdings LLC and lease an approximately 1,200 sq. ft. portion of the Land back to TJO Holdings LLC for use as an outdoor restaurant, bar service and seating area for a term of twenty (20) years.

By: /s/ Michael P. McGinley
Sandberg Phoenix & Von Gontard P.C.
Attorney for City of Highland

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By: /s/ Michael P. McGinley
Michael P. McGinley
Sandberg Phoenix & Von Gontard P.C.
Attorney for City of Highland

SUPPLEMENT TO LEASE OF LAND

This Supplement to Lease of Land (this “Supplement”) is entered into as of July 6, 2021 (the “Supplement Date”), by and between the City of Highland, an Illinois municipal corporation (“Lessor”), and TJO Holdings, LLC, a Missouri limited liability company (“Lessee”).

WHEREAS, Lessor and Lessee are parties to that certain Lease of Land executed on January 22, 2021 (the “Lease”) pursuant to which Lessee leases from Lessor certain premises located at 911 and 913 Main Street, Highland, Illinois, as more particularly described in the Lease.

WHEREAS, Lessor and Lessee wish to supplement the Lease to confirm the commencement of the term of the Lease and to otherwise supplement the Lease as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Incorporation of Recitals and Definitions. The above recitals are hereby incorporated into this Supplement as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning set forth in the Lease.

2. Effectiveness of Lease. Lessor hereby confirms that the Lease has been approved by the corporate authorities of the City of Highland, Illinois.

3. Lease Term. The term of the Lease (the “Term”) commenced on July 6, 2021 and shall expire on July 5, 2041.

4. Consent to Sublease. Pursuant to Section 7 of the Lease, Lessor hereby confirms its consent to the sublease of the Leased Property by Lessee, as sublandlord, to The Saint Louis Brewery, LLC, a Missouri limited liability company, as subtenant.

5. Consent to Improvements. Pursuant to Section 16 of the Lease, Lessor hereby consents to the construction, performance and installation of improvements to the Leased Property as generally depicted on Exhibit A attached hereto and incorporated herein by this reference.

6. Authority. Each party to this Supplement warrants and represents unto the other that (i) it has full right and authority to execute, deliver and perform this Supplement, (ii) the person executing this Supplement was authorized to do so and (iii) no consent, approval, ordinances or permits is necessary for the consummation by the representing party of this Supplement that has not been obtained by the representing party prior to the execution and delivery of this Supplement.

7. Miscellaneous. This Supplement shall become effective only upon full execution and delivery of this Supplement by Lessor and Lessee. This Supplement contains the parties’ entire agreement regarding the subject matter covered by this Supplement, and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. Except as modified by this Supplement, the terms and provisions of the Lease shall remain in full force and effect, and the Lease, as modified by this Supplement, shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns. From and after the Supplement Date, the terms “this lease” or “Lease” as used in the Lease shall refer to the Lease, as supplemented by this Supplement. In the event of a conflict between the terms and conditions of the Lease and the terms and conditions in this Supplement, the terms and conditions of this Supplement shall control.

8. Counterparts. This Supplement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Supplement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Supplement and of signature pages by email or other electronic means shall constitute effective execution and delivery of this Supplement as to the parties and may be used in lieu of the original Supplement for all purposes. Signatures of the parties transmitted by email or other electronic means shall be deemed to be their original signatures for all purposes.

[The remainder of this page is intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the date first above written.

LESSOR:

CITY OF HIGHLAND, ILLINOIS

By: _____

Name: _____

Title: _____

LESSEE:

TJO HOLDINGS, LLC

By: _____

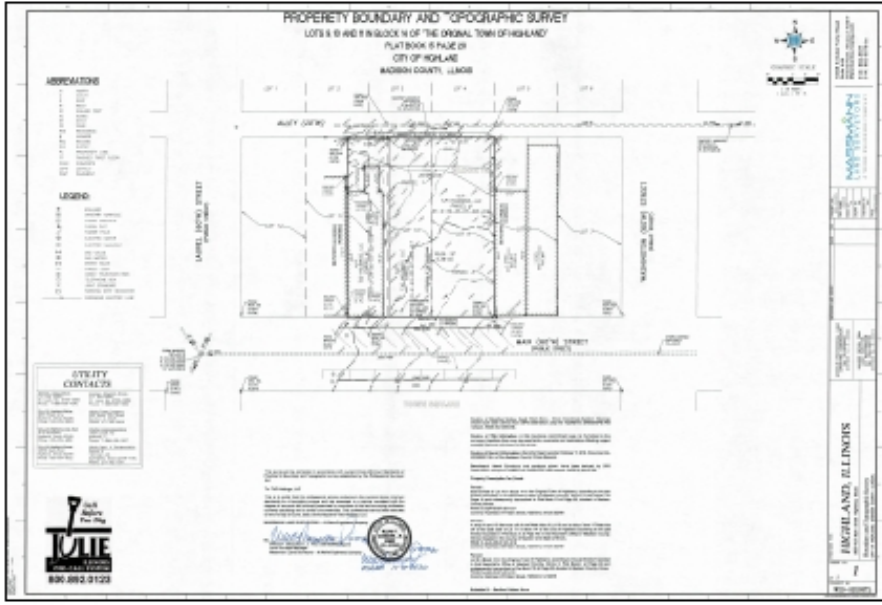
Name: _____

Title: _____

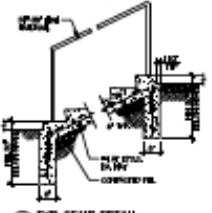
Exhibit A

Improvements

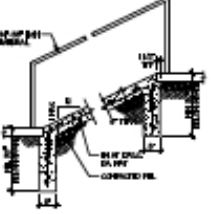
[Attached at following pages]



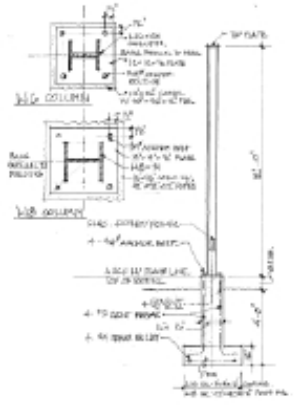
EXISTING SITE SURVEY
SCALE: 1/4" = 1'-0"



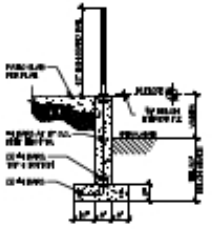
1 TYP. SEWER DETAIL
SCALE: 1/4" = 1'-0"



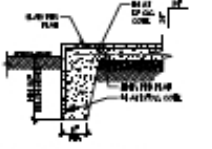
2 TYP. RAMP DETAIL
SCALE: 1/4" = 1'-0"



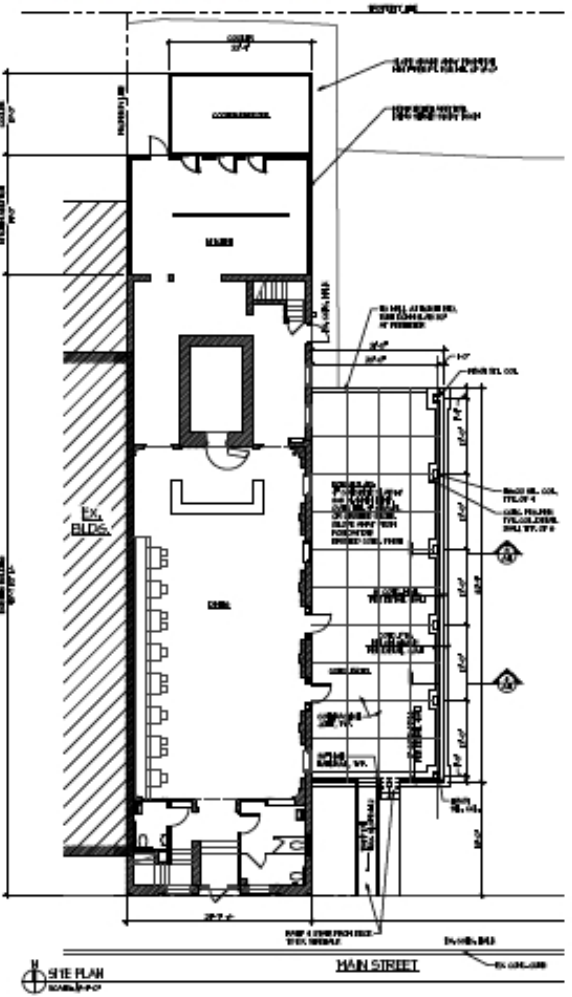
3 TYP. STEEL COLUMN DETAIL
SCALE: 1/4" = 1'-0"



4 TYP. PATIO MALL DETAIL
SCALE: 1/4" = 1'-0"



5 TYP. FINED DOWN SLAB
SCALE: 1/4" = 1'-0"



6 SITE PLAN
SCALE: 1/4" = 1'-0"



Schilfly Tap Room
907 Main Street
Highland, Illinois 62249

Project Name	Schilfly Tap Room
Project Address	907 Main Street, Highland, IL 62249
Client	John Schilfly
Architect	Wolfe Architecture and Design
Project No.	2019-001
Scale	1/4" = 1'-0"
Date	10/1/2019
Sheet No.	A1.1



RESOLUTION NO. _____

A RESOLUTION APPROVING BARB SHINN’S APPLICATION, ON BEHALF OF 9TH STREET CAFÉ, AND AWARDING CERTAIN FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND FAÇADE IMPROVEMENT PROGRAM

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

WHEREAS, Barb Shinn (“Developer”) is the owner of 9th Street Café at 900 Laurel Street in Highland, Illinois (“Property”); and

WHEREAS, Developer has submitted a Façade Improvement Program Application (“Application”) (*See Exhibit A*); and

WHEREAS, Developer has submitted a Façade Improvement Program Agreement (“Agreement”) (*See Exhibit B*); and

WHEREAS, City wishes to encourage Developer to make improvements and repairs to the exterior facade of Developer’s commercial building in City Business District A, and assist Developer with costs, including:

1. Tuckpointing

Total Estimated Project Costs: \$26,000.00

(“Project”); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to \$10,000.00; and

WHEREAS, under the City Façade Improvement Program, Developer’s \$26,000.00 Project is eligible for up to \$6,500.00 in incentive payments from City; and

WHEREAS, because the Property is located in City Business District A, the Project is eligible for reimbursement of certain expenditures related to repair and improvement of the exterior façade at the Property; and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare, and economic welfare to approve the Application and Agreement submitted by Developer (*See Exhibits A, B*); and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are

necessary to approve the Application and Agreement submitted by Developer (*See Exhibits A, B*).

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. The Application and Agreement submitted by Developer (*See Exhibits A, B*) are approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute the Application and Agreement submitted by Developer (*See Exhibits A, B*).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Façade Improvement Program Application

Property Address: 900 Laurel St

Owner Name: Barb Shinn Phone Number: 618-304-3869

Address: 900 Laurel St Email: _____

Current Tenant(s): 9th Street Cafe / Barb Shinn

Estimated Project Cost: \$ 26,000.⁰⁰

Requested Reimbursement Amount (max 25% of Project Costs): _____

Proposed Improvements	Estimated Cost Per Improvement
1. <u>Tuck pointing</u>	<u>\$ 26,000.⁰⁰</u>
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:



City of Highland

Attachment #1: Current photos of the façade(s)

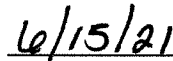
Attachment #2: Proposed rendering

Attachment #3: Any other applicable attachments (quotes from contractors, material samples, color swatches, narrative statements, etc.)

1. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
2. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.



Signature



Date

Please submit applications to Mallord Hubbard, Economic Development Coordinator, at mhubbard@highlandil.gov or at City Hall, 1115 Broadway.

**FAÇADE IMPROVEMENT PROGRAM AGREEMENT
BUSINESS DISTRICT A**

This Façade Improvement Program Agreement (“Agreement”) is entered into on the date and by execution shown hereafter, by and between the City of Highland, an Illinois Municipal Corporation ("City") and Barb Shinn (“Developer”). City and Developer may be referred to individually as “Party” and together as “Parties.” This Agreement shall be effective when signed by both Parties, and approved by the corporate authorities of the City of Highland, Illinois (the “Effective Date”):

PREAMBLES

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

WHEREAS, Developer is the owner of 900 Laurel Street in Highland, Illinois ("Property"), which is located in City Business District A; and

WHEREAS, Developer has submitted a “Façade Improvement Program Application” (*See Exhibit A*); and

WHEREAS, City wishes to encourage Developer to make improvements and repairs to the exterior facade of Developer’s commercial building in City Business District A, and assist Developer with costs, including:

1. Tuckpointing of the Property

Total Estimated Project Costs: \$26,000.00

("Project"); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to \$10,000.00; and

WHEREAS, under the City Façade Improvement Program, Developer’s \$26,000.00 Project is eligible for up to \$6,500.00 in incentive payments from City; and

WHEREAS, because the Property is located in City Business District A, the Project is eligible for reimbursement of certain expenditures related to repair and improvement of the exterior façade at the Property; and

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

WHEREAS, the Project at the Property will help to eradicate blight, enhance property values, improve aesthetics, and otherwise benefit and protect the health, safety, general welfare, and economic welfare of City residents, including, but not limited to, anyone utilizing the Property; and

WHEREAS, City has determined the Project is consistent with the objectives of the City's Business District A Plan, and it is in the best interest of City to promote repair, improvement, renovation, addition, rehabilitation and expansion of the Property through the use of the Façade Improvement Program and Business District A funds.

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

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

Section 2. Obligations of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above, and construction of the exterior façade improvements shall commence within ninety (90) days. The Project shall be substantially complete within twelve (12) months of the date of approval by City of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project in accordance with this Agreement, and the Façade Improvement Program plans shall be submitted to City for review. This includes any renovations which may be needed for exterior construction and improvements.
2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire, safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public.
4. Developer is fully responsible for identifying and mitigating any building-related concerns identified by City.
5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances shall remain in full force and effect.

6. Developer shall submit to the City Clerk a written statement in the form attached to this Agreement as **Exhibit B** ("Form of Request for Reimbursement") setting forth the amount of cost incurred by the Developer to complete the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence City may require for documenting Developer's costs incurred for the Project. Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
7. Developer understands the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (*See* 820 ILCS 130, Prevailing Wage Act).
8. Developer states that he/she shall pay laborers, mechanics and other workers who performed work on the Project pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Madison County Prevailing Wages.

Section 3. Obligations of the City. The City agrees to provide assistance to the Developer under the Façade Improvement Program as follows:

1. The Façade Improvement Program will provide up to 25% of the documented cost to improve the exterior façade of eligible commercial buildings in Business District A.
2. The maximum payment under the Façade Improvement Program, regardless of the total cost to improve the exterior façade of eligible commercial buildings in Business District A, shall not exceed \$10,000.00.
3. To be eligible for payment under the Façade Improvement Plan, the minimum total cost to improve the exterior façade of eligible commercial buildings in Business District A shall be \$10,000.00.
4. City shall allocate \$50,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to be paid out from May 1 to April 30 of any given year where the Façade Improvement Plan has been approved by City.
5. City shall award Façade Improvement Program incentives according to the order in which the applications were accepted by City as approved.
6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$50,000 in any given year; the cap for Façade Improvement Program incentives shall be \$50,000 for each year the Program has been authorized by City.

7. The Façade Improvement Program shall include total approved costs incurred by commercial building owners, whether incurred personally or paid to third-party independent contractors, for improvements and repairs to the exterior facades of commercial buildings in Business District A.
8. Reimbursement of approved Project costs may be made within 45 days of passing inspection and receipt verification, but City shall not be obligated to make any payment according to any deadline.

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

Section 4. 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.

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 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may

institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Assignment. This Agreement may not be assigned by Developer without prior written approval of City.

Section 7. 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 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer pursuant to this Agreement within sixty (60) days. City reserves the right to opt out of this Agreement, with sixty (60) days' notice to developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer pursuant to this agreement within sixty (60) days. Developer's failure to return all monies paid by City within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representation or covenant made by either party shall be binding unless contained in this agreement or subsequent written amendments hereto agreed upon by both Parties.

Section 10. 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:

Barb Shinn

900 Laurel Street

Highland, IL 62249

To the City:

Attention: City Manager

City of Highland

PO Box 218. 1115 Broadway

Highland, IL 62249

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager

DEVELOPER:



Barb Shinn

Proposal

Page # _____ of _____ pages

RELIABLE RESTORATIONS
131 RALPH Rd
BRANSON, MO
65616

PROPOSAL SUBMITTED TO: PAT & BARB SHINN	JOB NAME: 9th ST CAFE	JOB #:
ADDRESS: 900 LAUREL ST Highland IL 62249	JOB LOCATION: 900 LAUREL	DATE: 6/15/21
PHONE #: (618) 304-0651	FAX #:	ARCHITECT:

- We hereby submit specifications and estimates for: **TACKPOINTING ENTIRE BUILDING**
- WE WILL GRIND OUT ENTIRE BUILDING 1/2 INCH DEEP.
 - WASH OUT ALL MORTAR JOINTS
 - STAIN ENTIRE BUILDING
 - TACKPOINT ALL MORTAR JOINTS SOLID
 - WASH ENTIRE BUILDING WITH 600 BRICK Detergent
 - WATERPROOF ENTIRE BUILDING

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:
 \$ **26 THOUSAND DOLLARS AND 00/100** Dollars

with payments to be made as follows: **1/2 of total cost at start of job**
1/4 at halfway **1/4 upon completion**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

David [Signature]

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

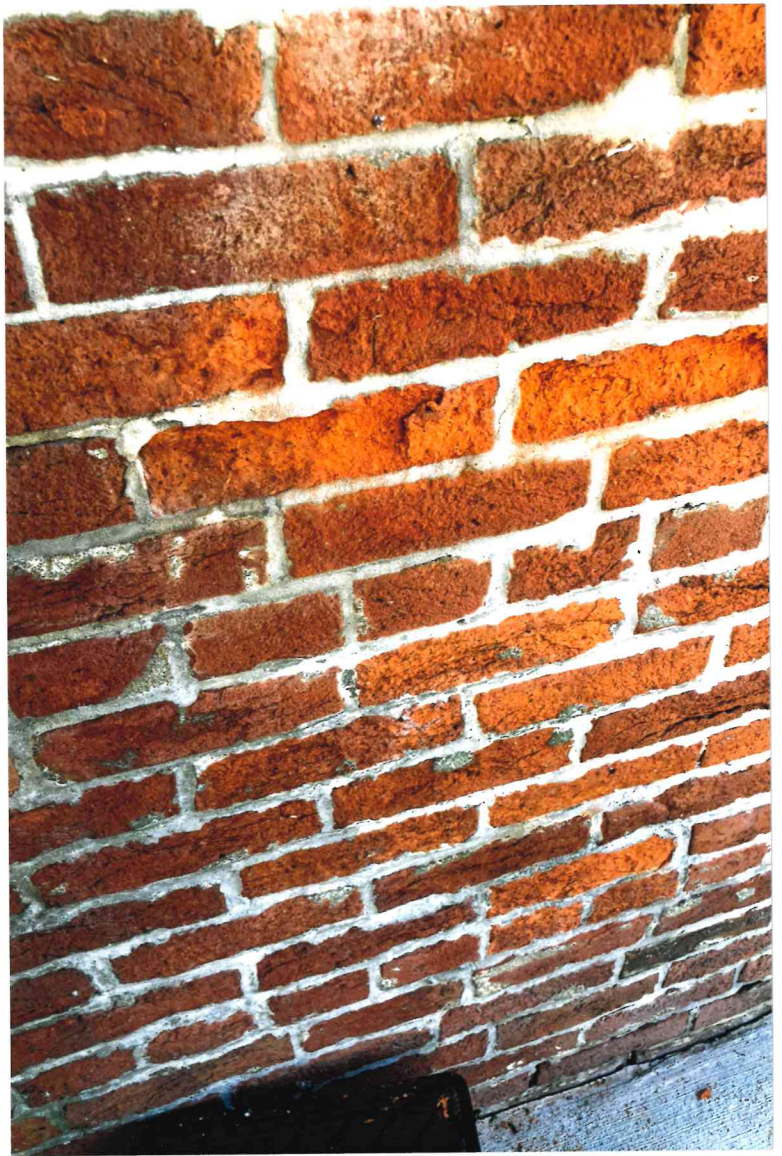
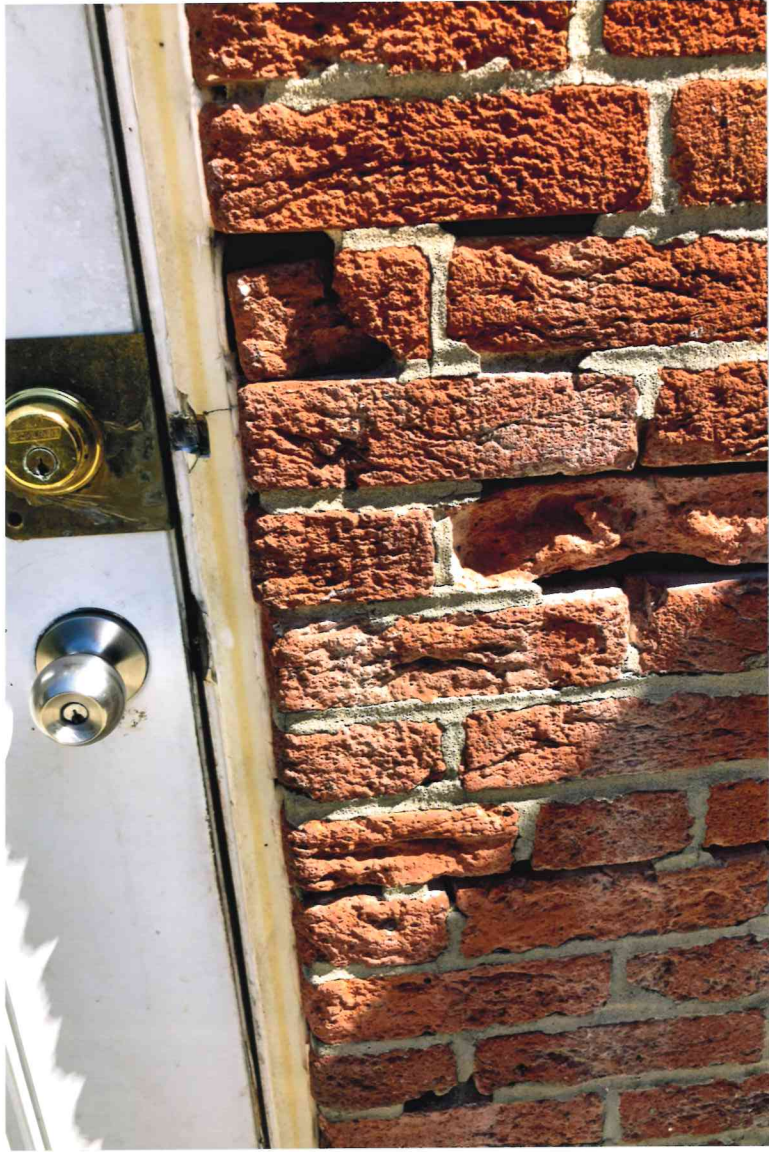
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

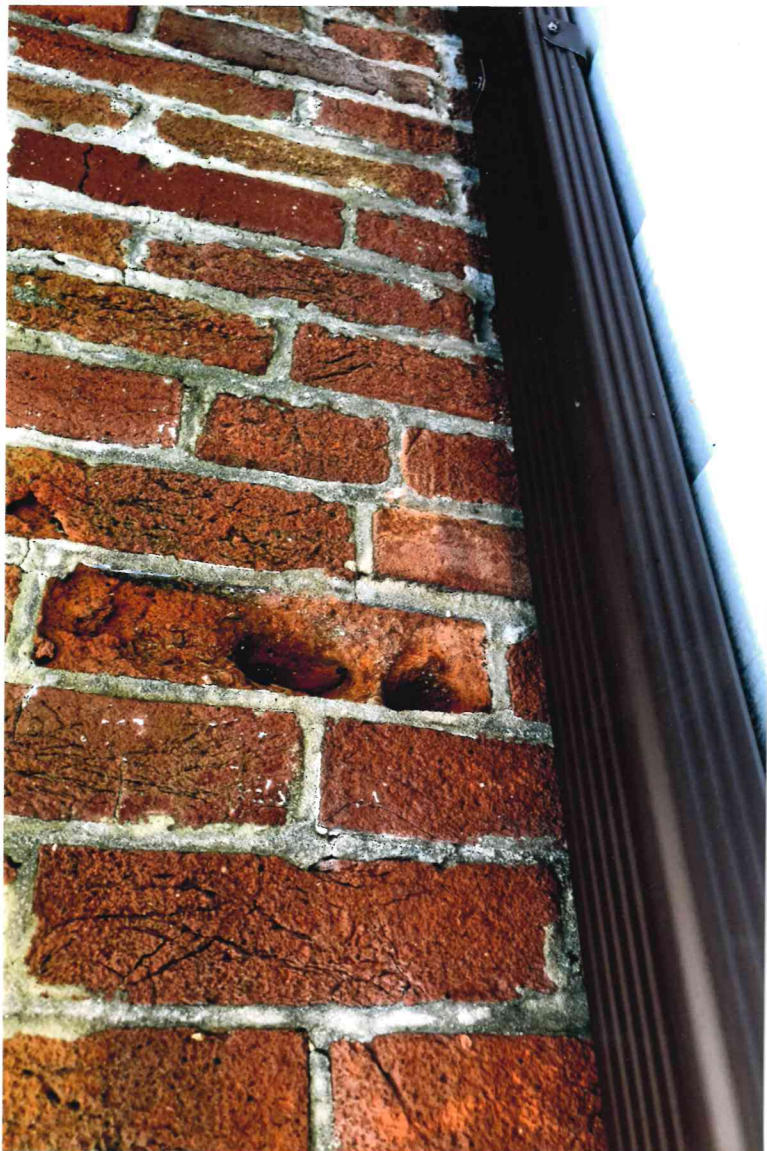
Signature _____

Date of Acceptance _____

Signature _____

















CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Economic Development Coordinator
CC: Mayor and City Council
Date: June 29, 2021
Re: Approval of Façade Improvement Program Agreement with Barb Shinn of 9th Street Cafe located at 900 Laurel Street

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Barb Shinn of 9th Street Cafe at 12613 State Route 143.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$26,000. Proposed improvements (with estimates) include:

1. Tuckpointing of Property \$26,000

Staff has verified these improvements have yet to begin construction and qualify to receive the grant.

FISCAL IMPACT: Developer will be eligible for a maximum of \$6,500 (25% of estimated eligible project costs) to be reimbursed at the completion of the work and after invoices have been submitted. Reimbursement will be issued from Business District A.

City of Highland
 1115 Broadway
 Highland, IL 62249

Change Order
NO. OCO 009

Title: Owner Change Order #009 **Issue Date :** 06/21/21
Project: Highland Public Safety Building **Job:** 0120061.00
To (Contractor): S. M. Wilson & Co. **Contract Number:** 0120061.00 Highland Public Safety Building
 2185 Hampton Ave.
 St. Louis, MO 63139

You are directed to make the following changes in this Contract:

PCO	Description	Amount
058	Misc Flooring Changes	0.00
091	Additional Interior Signage	0.00
Total For Change Order:		0.00

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract .

The original Contract Sum was	6,599,036.00
The net change by previously authorized Change Orders was	75,932.80
The Contract Sum prior to this Change Order was	6,674,968.80
The Contract Sum will be increased by this Change Order	0.00
The new Contract Sum will be	6,674,968.80

The Contract Time will be unchanged

Accepted By Contractor:

S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139

By: berry lerts
Date: 6/28/2021

Authorized By Owner:

City of Highland
 1115 Broadway
 Highland, IL 62249

By: Chris Conrad
Date: 6/29/2021



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 058

<p>TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249</p> <p>ATTN: Christopher Conrad</p> <p>RE: Misc Flooring Changes</p>	<p>JOB #: 0120061.00</p> <p>JOB NAME: Highland Public Safety Building</p> <p>DATE: May 20, 2021</p>
---	--

This change order request is associated with the following flooring costs.

Entry Vestibule 124
 Change flooring from radial flooring to LVT flooring.

Unisex 105
 Change flooring from LVT flooring to Epoxy flooring.

Description	Net Amount
Corporate Flooring	
This change order is associated with the costs to change the flooring in Entry Vestibule 124 from Radial flooring to LVT, and the costs to eliminate the LVT in Unisex room 105.	(1,456.00)
Missouri Terrazzo	
This change order is associated with the costs to add Epoxy Flooring and Base in room 105.	949.00
Owner Contingency	
Credit to be credited back to owner contingency	507.00
Subtotal:	\$0.00
:	
Total Cost:	\$0.00

NOTES:

1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
2. This work is on hold pending authorization unless previously authorized.
3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 058

TO: City of Highland
1115 Broadway
P.O. Box 218
Highland IL 62249

JOB #: 0120061.00

JOB NAME: Highland Public Safety
Building

ATTN: Christopher Conrad

RE: Misc Flooring Changes

DATE: May 20, 2021

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/21/2021

6/17/2021

6/17/2021

Date

Date

Date



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 091

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Additional Interior Signage	DATE:	June 23, 2021

This change order request is associated with the additional costs to furnish and install twenty-four (24) additional ADA signs as directed by the City of Highland.

Description	Net Amount
Foppe Signage	
This change order is associated with the additional costs to furnish and install 24 additional ADA signs.	1,080.00
Owner Contingency	
Using the owner contingency to cover the additional costs.	(1,152.56)
	Subtotal: \$(72.56)
	Performance & Payment Bond: \$7.03
	General Liability: \$11.53
	Overhead and Profit: \$54.00
	Total Cost: \$0.00

NOTES: 1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
2. This work is on hold pending authorization unless previously authorized.
3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/23/2021

6/23/2021

06/23/21

Date

Date

Date

RESOLUTION NO. _____

A RESOLUTION APPROVING OWNER CHANGE ORDER NUMBER NINE FOR THE HIGHLAND PUBLIC SAFETY BUILDING, AND WAIVING COMPETITIVE BIDDING REQUIREMENT

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

WHEREAS, City has determined there are change orders needed at the newly constructed City Public Safety Building (“PSB”), including:

1. Changes to interior signage for the building;
2. Addition of FRP plastic material in the decontamination shower room (allows for better cleaning and less likely to mold than exposed block);
3. Monetary credit for changes to the LVT flooring design;

See **Exhibit A** (“Owner Change Order Number Nine (9)”); and

WHEREAS, City has determined Owner Change Order Number Nine (9), comprised of the aforementioned requests, will add zero additional costs to the PSB Project because it was part of the Owner Contingency in the original Contract (*See Exhibit A*); and

WHEREAS, City has determined the pricing for the materials needed for Owner Change Order Number Nine (9) can only be guaranteed for a short time, so time is of the essence; and

WHEREAS, City has determined it necessary to waive the competitive bidding requirement for this job and authorize Owner Change Order Number Nine (9) (**Exhibit A**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Owner Change Order Number Nine (9) (**Exhibit A**); and

WHEREAS, City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents required to approve Owner Change Order Number Nine (9).

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

Section 1. The foregoing recitals are incorporated herein as express findings of fact and legislative intent of the City Council of the City of Highland, Illinois.

Section 2. City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to waive the competitive bidding requirement and approve Owner Change Order Number Nine (9) (**Exhibit A**).

Section 3. City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents necessary to give force and effect to Owner Change Order Number Nine (9) (**Exhibit A**).

Section 4. This Resolution will be in full force and effect upon its passage and approval in accordance with the law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



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

To: Honorable Mayor Hemann and City Council
From: Chris Conrad- City Manager
Date: June 29, 2021
Re: Owner Change Orders 9 and 10 for the Public Safety Building Project

I am submitting for your consideration and approval 2 change orders (OCO 9 and 10) for the Public Safety Building Project.

The first concerns Owner Change Order 9 which are change orders that fall under our Owner Contingency of the contract, so no additional cost to the City. Among the changes under OCO 9 are changes to our interior signage for the building; the addition of FRP in the decon shower room (allows for better cleaning and less likely to mold than exposed block); and a credit back for some changes to the LVT flooring design.

The second change order is Owner Change Order 10 which are changes above the contract amount. The changes in this change order are described below:

- **Epoxy flooring:** This is the epoxy flooring cost that was discussed at the last council meeting and is now coming before you as an official change order. This includes epoxy flooring in the apparatus bay, police garage and sally port areas. **This upgrade costs \$61,752.46.**
- **Wood Blocking:** I call this fascia board that transitions from the top of the walls to the bottom of the roof line. The best way I can explain this is when we redesigned the building from one with a basement to one without, we had to take all of the conduit, cable trays and HVAC runs and put them in the attic, so to make room, we raised the roof of the structure which required additional wood blocking or fascia board at various points in the building. Keep in mind we don't have a flat roof, it was designed with slope, so making sure we



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

maintained the slope was pretty important. This was just an area of the redesign we missed. This is the remainder of the wood blocking that was required since you previously approved wood blocking in another part of the building. **Total cost of the remaining wood blocking is \$13,421.90.**

- **Turnout Gear Room changes:** This change is associated with a change in use of the turnout gear room. The Fire department upon seeing the layout and size of the rooms and apparatus bays once constructed decided to move the turnout gear lockers into the apparatus bay along the outside wall near the man door and move several pieces of equipment that were going to be placed in the bay into the turnout gear room to better protect them. This required some additional electrical work and venting for the hose dryer and O2 bottle filler. I agree with the FD personnel that this makes operational sense. **Total cost for the system above the contract allowance is \$7,663.40.**
- **Signage at the front entry near public window:** This change includes design changes we made to the front reception window upon the installation of the security drawer. We wanted to install an extra countertop to cover the full traverse of the security drawer to prevent someone from standing so close that they could be hit by the drawer as it is cycled. This necessitated a change in the signage about the counter top to make it look proportional and required additional framing and drywall work. **This change will cost \$3,384.48.**
- **Decon shower room walls:** This is a room where the fireman can come in after a call and rinse off “gross contaminants” from their bunker gear. In Station 1 this is located in the apparatus bay. This is a separate room that they enter off the apparatus bay on their way to the locker rooms where they could shower. The original design called for sealed block, however sealed block tends to mold easier and is not as easy to clean, so we opted for FRP board which is easier to clean and more mold resistant than sealed block since this is in a



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

more enclosed area than at Station 1. **Total cost for this change will be: \$4,004.06.**

- **Insulation at duct drops:** Like the wood blocking discussed above, this is an issue that came up because of the raising of the roof. This created areas of the HVAC system that required additional insulation due to the increased amounts of the runs. Unfortunately, this could not be done prior to installation thus saving on labor time, but Langhauser Sheet Metal worked with us and performed this at time and material costs. **Cost of this change: \$4,671.05**
- **Additional bollards:** When we had our 3rd party review of our plans, the reviewer required additional safety bollards throughout the property. The review required 6 additional bollards and we added 1 bollard for in front of the keypad at the sally port entrance. **Cost of this change: \$5,446.40.**
- **Additional emergency electric run to the rack room:** In an effort to increase our citywide cyber security posture, we are proposing to place additional equipment inside the PSB rack room. This change is to run additional electric runs to our emergency electric panel which means the additional equipment that will be connected in the rack room will be on our emergency circuit and thus will have uninterrupted power in the event of power loss. **Cost of this change: \$2,735.18**

The total cost for this change order is **\$103,078.93**, and we recommend the approval of this change order. This change order combined with the previous above contract price change orders brings the total contract price to \$179,011.73, with approximately \$35,000.00 being the radio tower costs that we had intended to pay for outside of contract, but brought under the SM Wilson contract for ease of installation and \$61,000.00 for the epoxy floor addition. So our current total change order amount for the building is at 3% of the project price. We have very few remaining change orders currently being discussed that pertain to the construction and do not include changes to the equipment in the rack room. So we are very pleased with where we are at on the contract.



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

Budget Impact: We budgeted for and anticipated some change orders for the project and this amount still keeps us within our anticipated budget for the total project. We as staff have worked through some other designs and purchases for the building to realize some savings to offset any unanticipated change orders, and we are very happy with where we are at on the total cost of this project. We are confident that even with the contemplated additions to the rack room, we have plenty of budget flexibility to not exceed the budgeted amount for this project.

RESOLUTION NO. _____

A RESOLUTION APPROVING OWNER CHANGE ORDER NUMBER TEN FOR THE HIGHLAND PUBLIC SAFETY BUILDING, AND WAIVING COMPETITIVE BIDDING REQUIREMENT

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

WHEREAS, City has determined there are change orders needed at the newly constructed City Public Safety Building (“PSB”), including:

1. Epoxy Flooring - \$61,752.46 (already approved by Owner Change Order 45; accounted for in this Owner Change Order 10);
2. Wood Blocking - \$13,421.90;
3. Turnout Gear Room - \$7,663.40;
4. Signage at the Front Entry - \$3,384.48;
5. Decontamination Shower - \$4,004.06;
6. Insulation at Duct Drops - \$4,671.05;
7. Additional Bollards - \$5,446.40;
8. Additional Emergency Electric - \$2,735.18;

See **Exhibit A** (“Owner Change Order Number Ten (10)”); and

WHEREAS, City has determined Owner Change Order Number Ten (10), comprised of the aforementioned requests, will add \$103,078.93 in additional costs to the PSB Project because it was not part of the original Contract (*See Exhibit A*); and

WHEREAS, City has determined the pricing for the materials needed for Owner Change Order Number Ten (10) can only be guaranteed for a short time, so time is of the essence; and

WHEREAS, City has determined it necessary to waive the competitive bidding requirement for this job and authorize Owner Change Order Number Ten (10) (**Exhibit A**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare and economic welfare to approve Owner Change Order Number Ten (10) (**Exhibit A**); and

WHEREAS, City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents required to approve Owner Change Order Number Ten (10).

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

Section 1. The foregoing recitals are incorporated herein as express findings of fact and legislative intent of the City Council of the City of Highland, Illinois.

Section 2. City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to waive the competitive bidding requirement and approve Owner Change Order Number Ten (10) (**Exhibit A**).

Section 3. City Council finds that the Mayor and/or City Manager should be authorized and directed, on behalf of City, to execute any documents necessary to give force and effect to Owner Change Order Number Ten (10) (**Exhibit A**).

Section 4. This Resolution will be in full force and effect upon its passage and approval in accordance with the law.

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

City of Highland
 1115 Broadway
 Highland, IL 62249

Change Order
NO. OCO 010

Title: Owner Change Order #010 **Issue Date :** 06/21/21
Project: Highland Public Safety Building **Job:** 0120061.00
To (Contractor): S. M. Wilson & Co. **Contract Number:** 0120061.00 Highland Public Safety Building
 2185 Hampton Ave.
 St. Louis, MO 63139

You are directed to make the following changes in this Contract:

PCO	Description	Amount
045	Epoxy Flooring	61,752.46
050	Wood Blocking at Roof Assemblies	13,421.90
061	Turnout Gear Room Changes	7,663.40
066	Signage at Front Entry Near Dispatch	3,384.48
069	Decon Shower Wall Finishes	4,004.06
070	Insulation at Duct Drops	4,671.05
075	Additional Bollards	5,446.40
086	Additional Panel - EMA	2,735.18
Total For Change Order:		103,078.93

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract .

The original Contract Sum was	6,599,036.00
The net change by previously authorized Change Orders was	75,932.80
The Contract Sum prior to this Change Order was	6,674,968.80
The Contract Sum will be increased by this Change Order	103,078.93
The new Contract Sum will be	6,778,047.73

The Contract Time will be unchanged

Accepted By Contractor:

S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139

By: berry lerts
 Date: 6/28/2021

Authorized By Owner:

City of Highland
 1115 Broadway
 Highland, IL 62249

By: Chris Conrad
 Date: 6/29/2021



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 045

TO: City of Highland
 1115 Broadway
 P.O. Box 218
 Highland IL 62249

JOB #: 0120061.00

JOB NAME: Highland Public Safety Building

ATTN: Christopher Conrad

DATE: June 15, 2021

RE: Epoxy Flooring

This change order request is associated with the additional costs to furnish and install epoxy flooring in the Apparatus Bay, Sally Port, and Garage.

Description	Net Amount
Epoxy Flooring - Apparatus Bay	
This change order is associated with the additional costs to furnish and install the Sherwin Williams General Polymers Epoxy System in the Apparatus Bay, Sally Port, and Garage.	57,865.00
Subtotal:	\$57,865.00
Performance & Payment Bond:	\$376.69
General Liability:	\$617.52
Overhead and Profit:	\$2,893.25
Total Cost:	\$61,752.46

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount.

City of Highland

DAVID A. LOYET AND ASSOC. INC.
 ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

[Signature]

Authorized Signature

Authorized Signature

Authorized Signature

6/22/2021

6/22/2021

06/15/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 050

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Wood Blocking at Roof Assemblies	DATE:	June 15, 2021

This change order request is associated with the additional wood blocking costs required at the roof assemblies.

Reference the attached drawing for exact locations where additional wood blocking was required.

Due to the roof insulation thickness increasing, additional wood blocking was required. Reference COR 012 for additional information.

Description	Net Amount
AME - 3/A-13(Green), 11/A-14(Blue), and 10/A-13(Purple) This change order is associated with the additional costs to provide the wood blocking required per revised detail 3/A-13, 10/A-13, and 11/A-14.	5,120.00
AME - 13/A-14 (Teal) This change order is associated with the additional costs to provide the wood blocking required per revised detail 13/A-14.	191.00
AME - Front Entrance (Orange and Red) This change order is associated with the additional costs to provide the wood blocking required at the front entrance canopy.	3,260.00
AME - 12/A-14 (Yellow) This change order is associated with the additional costs to provide the wood blocking required per revised detail 12/A-14.	2,658.00
AME - 3/A-13 (Green) This change order is associated with the extra costs to remove the last row of 2x4" blocking that was figured and replace it with 3/4" plywood, due to the roofing assembly thickness being greater than originally anticipated. All pricing per RCO 002.	1,348.00
Subtotal:	\$12,577.00
Performance & Payment Bond:	\$81.85
General Liability:	\$134.20
Overhead and Profit:	\$628.85
Total Cost:	\$13,421.90

NOTES: 1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 050

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Wood Blocking at Roof Assemblies	DATE:	June 15, 2021

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/21/2021

6/17/2021

06/15/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 061

TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249 ATTN: Christopher Conrad RE: Turnout Gear Room Changes	JOB #: 0120061.00 JOB NAME: Highland Public Safety Building DATE: June 15, 2021
--	--

This change order request is associated with the additional costs required in the Turnout Gear Room .

Insulation - Sound insulation required in walls due to added equipment.

HVAC - Additional exhaust duct required at hose dryer, and louver and mechanical damper required at bottle filling station.

Electrical - Two convenience receptacles added, dedicated power to hose dryer, dedicated power to bottle filling station.

Roofing - Patch and repair roofing due to HVAC roof penetration .

Rough Carpentry - Wood Blocking required for exhaust duct roof curb .

Description	Net Amount
MC Electric This change order is associated with the additional circuitry required for the equipment added in Turn Out Gear Room 179.	3,377.00
Langhauser This change order is associated with the costs to provide an exhaust vent for the Fire Station Hose Dryer, and the costs to provide a scuba vent for the oxygen tank filler.	2,756.00
Von Alst This change order is associated with the additional costs to provide sound insulation in the metal stud walls located in Turnout Gear Room 179.	173.00
Joiner Sheet Metal This change order is associated with the additional costs to patch and repair the roof due to the exhaust vent that was added in the Turnout Gear Room .	475.00
AME Construction This change order is associated with the additional costs to provide wood blocking for the exhaust vent curb that was added in the Turnout Gear Room .	400.00
Subtotal:	\$7,181.00
Performance & Payment Bond:	\$46.73
General Liability:	\$76.62
Overhead and Profit:	\$359.05
Total Cost:	\$7,663.40

NOTES: 1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 061

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Turnout Gear Room Changes	DATE:	June 15, 2021

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/21/2021

6/17/2021

06/15/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 066

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Signage at Front Entry Near Dispatch	DATE:	June 14, 2021

This change order request is associated with the revised soffit located in the Lobby directly about the Dispatch window .

Metal Stud Framing - Additional costs for framing of soffit and for gyp board at top of radius .
 Painting - Additional costs for painting gyp board black.
 Electrical - Two (2) Additional Light Fixtures

Description	Net Amount
Von Alst Operating, LLC.	
This change order is associated with the costs to add the framing and gyp board required for the radius soffit located in the Lobby .	3,809.00
Morrissey Contracting	
This change order is associated with the additional costs to paint the gyp board black above the lobby soffit.	165.00
MC Electric	
This change order is associated with the additional two light fixtures required at the lobby soffit.	603.00
SMW Soffit Budget	
Credit from S.M. Wilson for amount budgeted for soffit assembly to support Lobby Area signage.	(1,500.00)
	Subtotal: \$3,077.00
	Performance & Payment Bond: \$29.80
	General Liability: \$48.83
	Overhead and Profit: \$228.85
	Total Cost: \$3,384.48

NOTES: 1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 066

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Signage at Front Entry Near Dispatch	DATE:	June 14, 2021

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/22/2021

6/22/2021

6/17/2021

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 069

TO: City of Highland
 1115 Broadway
 P.O. Box 218
 Highland IL 62249

JOB #: 0120061.00

ATTN: Christopher Conrad

JOB NAME: Highland Public Safety Building

RE: Decon Shower Wall Finishes

DATE: June 14, 2021

This change order request is associated with the additional costs to provide FRP on the walls in the Decon Shower Room. All FRP to be installed floor to 10' AFF.

Description	Net Amount
AME Constructors	
This change order is associated with the costs to provide FRP in the Decon Shower , Floor to Ceiling 10' AFF.	3,752.00
Subtotal:	\$3,752.00
Performance & Payment Bond:	\$24.42
General Liability:	\$40.04
Overhead and Profit:	\$187.60
Total Cost:	\$4,004.06

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
 ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/21/2021

6/21/2021

06/14/21

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 070

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Insulation at Duct Drops	DATE:	June 15, 2021

This change order request is associated with the additional costs to blanket wrap the supply duct being run out of the RTUs. This was required due to the limited opening from the RTU into the attic space. The opening size did not allow for internally lined ductwork to be used, therefore the duct had to be blanket wrapped.

Description	Net Amount
Langhauser This change order is associated with the additional costs for Kaskaskia Mechanical to blanket wrap the duct drops being fed from the RTUs.	4,377.00
Subtotal:	\$4,377.00
Performance & Payment Bond:	\$28.48
General Liability:	\$46.72
Overhead and Profit:	\$218.85
Total Cost:	\$4,671.05

- NOTES:
1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland	DAVID A. LOYET AND ASSOC. INC. ARCHITECTS	S. M. WILSON & CO.
Christopher Conrad		Brad Homes
		
_____ Authorized Signature	_____ Authorized Signature	_____ Authorized Signature
6/21/2021	6/17/2021	6/17/2021
_____ Date	_____ Date	_____ Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 075

TO: City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249 ATTN: Christopher Conrad RE: Additional Bollards	JOB #: 0120061.00 JOB NAME: Highland Public Safety Building DATE: June 16, 2021
--	---

This change order request is associated with the six (6) bollards that were added to sheet A-2 in the revision dated 01/15/21. Also included is the additional costs to add one (1) bollard in front of the keypad at the Sally Port drive lane.

Precast Bollard Costs - \$379.08/bollard

Bollard Footing and Bollard Installation - \$350/bollard

Seven Bollards - \$5,103.56

Description	Net Amount
RCS Construction	
This change order is associated with the costs to provide seven (7) bollard footings, and install seven (7) precast bollards.	2,450.00
Precast Bollards	
This change order is associated with the costs to furnish the additional seven (7) precast bollards.	2,653.56
Subtotal:	\$5,103.56
Performance & Payment Bond:	\$33.21
General Liability:	\$54.45
Overhead and Profit:	\$255.18
Total Cost:	\$5,446.40

NOTES: 1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.



S. M. Wilson & Co.
2185 Hampton Ave.
St. Louis, MO 63139
Tel: 314-645-9595
Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 075

TO: City of Highland
1115 Broadway
P.O. Box 218
Highland IL 62249

JOB #: 0120061.00

JOB NAME: Highland Public Safety
Building

ATTN: Christopher Conrad

RE: Additional Bollards

DATE: June 16, 2021

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/21/2021

6/17/2021

6/17/2021

Date

Date

Date



S. M. Wilson & Co.
 2185 Hampton Ave.
 St. Louis, MO 63139
 Tel: 314-645-9595
 Fax: 314-645-1700

CHANGE ORDER REQUEST
No. 086

TO:	City of Highland 1115 Broadway P.O. Box 218 Highland IL 62249	JOB #:	0120061.00
ATTN:	Christopher Conrad	JOB NAME:	Highland Public Safety Building
RE:	Additional Panel - EMA	DATE:	June 23, 2021

This change order is associated with the additional costs to provide an additional panel to run in parallel with panel EMA as needed for additional circuits to be on Emergency Backup.

Description	Net Amount
MC Electric	
This change order is associated with the additional costs to provide an additional panel to run in parallel with panel EMA as needed for additional circuits to be on Emergency Backup.	2,563.00
	Subtotal: \$2,563.00
	Performance & Payment Bond: \$16.68
	General Liability: \$27.35
	Overhead and Profit: \$128.15
	Total Cost: \$2,735.18

NOTES: 1. The approval of this Change Order Request is important to the progress of this project. Your approval is required as soon as possible. Upon execution of this Change Order Request, a Change Order will be processed and forwarded to you for signature.
 2. This work is on hold pending authorization unless previously authorized.
 3. Extension of time necessary for this change is 0 calendar days.

This form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount .

City of Highland

DAVID A. LOYET AND ASSOC. INC.
ARCHITECTS

S. M. WILSON & CO.

Christopher Conrad

Brad Homes

Chris Conrad

[Signature]

Brad Homes

Authorized Signature

Authorized Signature

Authorized Signature

6/23/2021

6/23/2021

06/23/21

Date

Date

Date

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
CONTRACT BETWEEN CITY OF HIGHLAND AND POCAHONTAS-OLD RIPLEY
FIRE DISTRICT FOR AMBULANCE SERVICES**

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

WHEREAS, Pocahontas – Old Ripley Fire District (“PORFD”) currently utilizes City EMS ambulance services when PORFD is in need of Advanced Life Support (Paramedic) medical services; and

WHEREAS, PORFD and City recently determined there was no current contract or agreement between City and PORFD for Advanced Life Support ambulance services; and

WHEREAS, City desires to enter a contract with PORFD for Ambulance Services (*See* “Agreement” attached hereto as **Exhibit A**); and

WHEREAS, City has determined the terms of the Agreement (“**Exhibit A**”) between City and PORFD are fair and reasonable, and City has determined the Agreement (“**Exhibit A**”) between City and PORFD should be approved; and

WHEREAS, City has determined that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to approve the Agreement (“**Exhibit A**”).

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

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

Section 2. The Agreement (“**Exhibit A**”) between City and PORFD is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to enter the Agreement (“**Exhibit A**”) with PORFD on behalf of City.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois




City of Highland
Fire Department – EMS Division

J. Brian Wilson, Emergency Services Chief

MEMORANDUM 21-001

To: Chris Conrad, City Manager

From: Brian Wilson, Emergency Services Chief 

Date: June 30, 2021

Subject: Agreement for Advanced Life Support Services

Periodically, Highland EMS is called upon to provide advanced life support assistance to the Pocahontas Old Ripley Fire Department, hereinafter known as PORFD. There are times when PORFD ambulance staffing is at the Basic Life Support (EMT Basic) level. As such, they are not able to administer medications, or use advanced life support equipment, or techniques. For many years now, when these staffing conditions exist, but their patient requires advanced life support (Paramedic) measures, they have called Highland EMS to assist. Only recently did they realize that they did not have a written agreement for this arrangement. During the discussions that followed, it was noted that Highland EMS does have a written agreement with Sugar Creek FD, which reads the same and has been in effect with Sugar Creek for several years.

Since the Sugar Creek agreement predates his legal guidance for Highland, both of these agreements were recently reviewed by Michael McGinley. He approved the PORFD agreement being based upon the Sugar Creek agreement, preferring the consistency of application in providing each agency with the same services.

Therefore, we respectfully request that the Highland City Council approve the agreement formalizing the current procedures in effect with PORFD, consistent with the formally adopted Sugar Creek agreement, as signed on December 16, 2014. (Attached)

AMBULANCE SERVICE CONTRACT
FOR ADVANCED LIFE SUPPORT SERVICES

BLS PROVIDER

Pocahontas-Old Ripley Fire District
(hereinafter "Pocahontas" or "BLS provider")
c/o Jessica Sexton
#4 West State Street
P.O. Box 217
Pocahontas, IL 62275
Phone: (618)669-2349

ALS PROVIDER

Highland Ambulance Service
(hereinafter "Highland" or ALS Provider")
City of Highland
P.O. Box 218
Highland, IL 62249
Phone: (618)654-9891

WHEREAS, the BLS provider periodically requires ALS services from the ALS provider and the ALS provider is willing to provide same to the BLS provider; and

WHEREAS, the parties desire to enter into a written agreement for those services and for compensation for same.

NOW, THEREFORE, the parties this _____ day of _____, 2021, agree as follows:

1. Highland agrees to provide ALS intercept services to Pocahontas as hereinafter provided for a continuous term until canceled in writing by either party.

2. Highland agrees to provide ALS intercept service: (1) when a patient is transferred from a BLS vehicle to an ALS ambulance, or (2) when the placement of ALS personnel and equipment on board a BLS vehicle qualifies the BLS vehicle as an ALS ambulance.

3. Highland shall furnish vehicles and personnel who at all times comply with the standards and specifications as set forth in the rules and regulations of the Illinois Department of Transportation, Illinois Department of Public Health, St. Elizabeth's Hospital EMS System, and all Laws of the State of Illinois regarding Emergency Medical Services.

4. Highland will bill the BLS provider as long as the BLS provider is the transporting agency. The BLS provider shall bill third party payers including Medicare at the ALS rates and codes in effect at the time the service is provided. Highland shall provide Pocahontas a copy of its ALS patient run report as required by Medicare in exchange for any reports from Pocahontas required for billing or service.

Highland shall bill Pocahontas Ambulance Service \$150.00 for all calls. Payment of all amounts due the City of Highland shall be made by the BLS provider within 30 days of receipt of billing from the City of Highland, or within 10 days of receipt by the BLS provider of amounts payable to the City of Highland under this contract by third party providers.

5. In the event a patient is transferred from a Pocahontas vehicle to a Highland vehicle for transport to the final destination, Highland will submit billing for the ALS transport and reimburse Pocahontas \$100.00 for the BLS services provided at the BLS rates and codes in effect at the time the

service is provided. The parties agree to exchange any and all reports and documents necessary for billing or service. It is the responsibility of Pocahontas to bill Highland for services rendered.

6. This contract may not be assigned by either party at any time during the term of this agreement, or successive terms thereof, without the written consent of the other party.

7. The parties agree to maintain vehicle insurance and general/professional liability insurance protection from claims for injury, death, and property damage arising from the performance of each party's duties pursuant to the provisions of this contract. Such liability insurance shall provide a minimum coverage of five hundred thousand dollars (\$500,000.00 per person and one million dollars (\$1,000,000.00) per occurrence for bodily injury, including death, and one hundred thousand dollars (\$100,000.00) for property damage.

8. This agreement is not to be construed as constituting either party as an agent of the other for any purpose whatsoever. It is expressly understood that each party shall act as and be deemed as independent contractor. Highland shall not commit Pocahontas to any additional indebtedness, nor shall Pocahontas act as an agent for Highland on any matter including, but not limited to matters related to services provided by the ALS provider or, except as otherwise provided herein, billing to the public or Highland's patients. The BLS provider shall hold the ALS provider harmless from any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS provider arising from the services rendered by the BLS provider pursuant to this contract. The BLS provider shall indemnify the ALS provider for any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS provider arising from the services rendered by the BLS provider pursuant to this contract.

9. The parties hereto further agree that should default be made by either party of any amounts to be paid to the other when due pursuant to this contract and such default cannot be remedied within thirty (30) days of written notice thereof, then the party not alleged in default shall have the right, at its election, to declare this Ambulance Service contract immediately null and void. Such notice and default and the intention of the party to exercise its rights, at its election, of determining this contract null and void shall be given to the other party in writing. The above mentioned notice shall specify the default complained of and served upon the other party by personally delivering a copy thereof to the representative of the party alleged to be in default or by depositing the same in the United States mail, certified mail, enclosed in an envelope plainly addressed to such party to the address indicated above.

10. If any provisions of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court of law of competent jurisdiction finds that any provision of this agreement is invalid or unenforceable, but that, by limiting such provision, the provision would become valid and enforceable, then such provision shall be deemed to be written, constructed, and enforced as limited.

11. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and to require complete, strict compliance with every provision of this agreement.

12. This contract constitutes and contains the entire contract and understanding between Highland and Pocahontas. No further changes or amendments may be made to this contract unless agreed to in writing by both parties, and contained in a written amendment to this contract.

13. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or received in the United States mail, prepaid and addressed to the parties at the address as indicated at the beginning of this agreement.

14. Both parties agree to exchange run records that contain "Protected Health Information," abide by all HIPAA rules and regulations regarding the release, security and storage of these records. Neither party may release copies of these records without the written consent of the other for any purpose other than treatment, payment or operational purposes, unless it is a governmental auditing body regulating entity that has requested release. The Parties agree that either party is entitled to demand and receive copies of the billing records of the other as they pertain to services provided by that provider.

15. This agreement shall be governed by the laws of the State of Illinois.

DATED the _____ day of _____, 2021.

POCAHONTAS OLD RIPLEY
FIRE DEPARTMENT

CITY OF HIGHLAND
d/b/a Highland Emergency Medical Service

By _____
President, Board of Trustees

By _____
Christopher Conrad, City Manager

ATTEST: _____
SECRETARY

ATTEST: _____
BARBARA BELLM, CITY CLERK

AMBULANCE SERVICE CONTRACT
FOR ADVANCED LIFE SUPPORT SERVICES

BLS SUPPLIER

Sugar Creek Ambulance Service –
a Fire Protection District
(hereinafter "Sugar Creek" or "BLS Supplier")
c/o Jim Kniepman
SSA #13, #14 and #15
119 W. Indiana
P.O. Box 1022
Trenton, IL 62293
Phone: (618)224-9121

ALS SUPPLIER

Highland Ambulance Service
(hereinafter "Highland" or ALS Supplier")
City of Highland
P.O. Box 218
Highland, IL 62249
Phone: (618)654-9891

WHEREAS, the BLS Supplier periodically requires ALS services from the ALS Supplier and the ALS Supplier is willing to provide same to the BLS Supplier; and

WHEREAS, the parties desire to enter into a written agreement for those services and for compensation for same.

NOW, THEREFORE, the parties this 16th day of December, 2014, agree as follows:

1. Highland agrees to provide ALS intercept services to Sugar Creek as hereinafter provided for a continuous term until canceled in writing by either party.

2. Highland agrees to provide ALS intercept service: (1) when a patient is transferred from a BLS vehicle to an ALS ambulance, or (2) when the placement of ALS personnel and equipment on board a BLS vehicle qualifies the BLS vehicle as an ALS ambulance.

3. Highland shall furnish vehicles and personnel who at all times comply with the standards and specifications as set forth in the rules and regulations of the Illinois Department of Transportation, Illinois Department of Public Health, Anderson Hospital EMS System, and all Laws of the State of Illinois regarding Emergency Medical Services.

4. Highland will bill the BLS supplier as long as the BLS supplier is the transporting agency. The BLS supplier shall bill third party payers including Medicare at the ALS rates and codes in effect at the time the service is provided. Highland shall provide Sugar Creek a copy of its ALS patient run report as required by Medicare in exchange for any reports from Sugar Creek required for billing or service.

Highland shall bill Sugar Creek Ambulance Service \$150.00 for all calls. Payment of all amounts due the City of Highland shall be made by the BLS Supplier within 30 days of receipt of billing from the City of Highland, or within 10 days of receipt by the BLS Supplier of amounts payable to the City of Highland under this contract by third party providers.

5. In the event a patient is transferred from a Sugar Creek vehicle to a Highland vehicle for transport to the final destination, Highland will submit billing for the ALS transport and reimburse Sugar Creek for the BLS services provided at the BLS rates and codes in effect at the time the service is

provided. Sugar Creek has provided the current rates charged for its services currently. The parties agree to exchange any and all reports and documents necessary for billing or service.

6. This contract may not be assigned by either party at any time during the term of this agreement, or successive terms thereof, without the written consent of the other party.

7. The parties agree to maintain vehicle insurance and general/professional liability insurance protection from claims for injury, death, and property damage arising from the performance of each party's duties pursuant to the provisions of this contract. Such liability insurance shall provide a minimum coverage of five hundred thousand dollars (\$500,000.00 per person and one million dollars (\$1,000,000.00) per occurrence for bodily injury, including death, and one hundred thousand dollars (\$100,000.00) for property damage.

8. This agreement is not to be construed as constituting either party as an agent of the other for any purpose whatsoever. It is expressly understood that each party shall act as and be deemed as independent contractor. Highland shall not commit Sugar Creek to any additional indebtedness, nor shall Sugar Creek act as an agent for Highland on any matter including, but not limited to matters related to services provided by the ALS Supplier or, except as otherwise provided herein, billing to the public or Highland's patients. The BLS Supplier shall hold the ALS Supplier harmless from any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS Supplier arising from the services rendered by the BLS Supplier pursuant to this contract. The BLS Supplier shall indemnify the ALS Supplier for any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS Supplier arising from the services rendered by the BLS Supplier pursuant to this contract.

9. The parties hereto further agree that should default be made by either party of any amounts to be paid to the other when due pursuant to this contract and such default cannot be remedied within thirty (30) days of written notice thereof, then the party not alleged in default shall have the right, at its election, to declare this Ambulance Service contract immediately null and void. Such notice and default and the intention of the party to exercise its rights, at its election, of determining this contract null and void shall be given to the other party in writing. The above mentioned notice shall specify the default complained of and served upon the other party by personally delivering a copy thereof to the representative of the party alleged to be in default or by depositing the same in the United States mail, certified mail, enclosed in an envelope plainly addressed to such party to the address indicated above.

10. If any provisions of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court of law of competent jurisdiction finds that any provision of this agreement is invalid or unenforceable, but that, by limiting such provision, the provision would become valid and enforceable, then such provision shall be deemed to be written, constructed, and enforced as limited.

11. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and to require complete, strict compliance with every provision of this agreement.

12. This contract constitutes and contains the entire contract and understanding between Highland and Sugar Creek. No further changes or amendments may be made to this contract unless agreed to in writing by both parties, and contained in a written amendment to this contract.

13. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or received in the United States mail, prepaid and addressed to the parties at the address as indicated at the beginning of this agreement.

14. Both parties agree to exchange run records that contain "Protected Health Information," abide by all HIPAA rules and regulations regarding the release, security and storage of these records. Neither party may release copies of these records without the written consent of the other for any purpose other than treatment, payment or operational purposes, unless it is a governmental auditing body regulating entity that has requested release. The Parties agree that either party is entitled to demand and receive copies of the billing records of the other as they pertain to services provided by that provider.

15. This agreement shall be governed by the laws of the State of Illinois.

DATED the 16th day of December, 2014.

**SUGAR CREEK AMBULANCE SERVICE –
A FIRE PROTECTION DISTRICT**

**CITY OF HIGHLAND, ILLINOIS
d/b/a Highland Ambulance Service**

BY Carol Feldman
President of the Board of Trustees

By Mark Latham
Mark Latham, City Manager

ATTEST: Juni Krupmen
Secretary

ATTEST: Barbara Bellm
Barbara Bellm, City Clerk




City of Highland
Fire Department – EMS Division

J. Brian Wilson, Emergency Services Chief

MEMORANDUM 21-001

To: Chris Conrad, City Manager

From: Brian Wilson, Emergency Services Chief 

Date: June 30, 2021

Subject: Agreement for Advanced Life Support Services

Periodically, Highland EMS is called upon to provide advanced life support assistance to the Pocahontas Old Ripley Fire Department, hereinafter known as PORFD. There are times when PORFD ambulance staffing is at the Basic Life Support (EMT Basic) level. As such, they are not able to administer medications, or use advanced life support equipment, or techniques. For many years now, when these staffing conditions exist, but their patient requires advanced life support (Paramedic) measures, they have called Highland EMS to assist. Only recently did they realize that they did not have a written agreement for this arrangement. During the discussions that followed, it was noted that Highland EMS does have a written agreement with Sugar Creek FD, which reads the same and has been in effect with Sugar Creek for several years.

Since the Sugar Creek agreement predates his legal guidance for Highland, both of these agreements were recently reviewed by Michael McGinley. He approved the PORFD agreement being based upon the Sugar Creek agreement, preferring the consistency of application in providing each agency with the same services.

Therefore, we respectfully request that the Highland City Council approve the agreement formalizing the current procedures in effect with PORFD, consistent with the formally adopted Sugar Creek agreement, as signed on December 16, 2014. (Attached)

AMBULANCE SERVICE CONTRACT
FOR ADVANCED LIFE SUPPORT SERVICES

BLS PROVIDER

Pocahontas-Old Ripley Fire District
(hereinafter "Pocahontas" or "BLS provider")
c/o Jessica Sexton
#4 West State Street
P.O. Box 217
Pocahontas, IL 62275
Phone: (618)669-2349

ALS PROVIDER

Highland Ambulance Service
(hereinafter "Highland" or ALS Provider")
City of Highland
P.O. Box 218
Highland, IL 62249
Phone: (618)654-9891

WHEREAS, the BLS provider periodically requires ALS services from the ALS provider and the ALS provider is willing to provide same to the BLS provider; and

WHEREAS, the parties desire to enter into a written agreement for those services and for compensation for same.

NOW, THEREFORE, the parties this _____ day of _____, 2021, agree as follows:

1. Highland agrees to provide ALS intercept services to Pocahontas as hereinafter provided for a continuous term until canceled in writing by either party.

2. Highland agrees to provide ALS intercept service: (1) when a patient is transferred from a BLS vehicle to an ALS ambulance, or (2) when the placement of ALS personnel and equipment on board a BLS vehicle qualifies the BLS vehicle as an ALS ambulance.

3. Highland shall furnish vehicles and personnel who at all times comply with the standards and specifications as set forth in the rules and regulations of the Illinois Department of Transportation, Illinois Department of Public Health, St. Elizabeth's Hospital EMS System, and all Laws of the State of Illinois regarding Emergency Medical Services.

4. Highland will bill the BLS provider as long as the BLS provider is the transporting agency. The BLS provider shall bill third party payers including Medicare at the ALS rates and codes in effect at the time the service is provided. Highland shall provide Pocahontas a copy of its ALS patient run report as required by Medicare in exchange for any reports from Pocahontas required for billing or service.

Highland shall bill Pocahontas Ambulance Service \$150.00 for all calls. Payment of all amounts due the City of Highland shall be made by the BLS provider within 30 days of receipt of billing from the City of Highland, or within 10 days of receipt by the BLS provider of amounts payable to the City of Highland under this contract by third party providers.

5. In the event a patient is transferred from a Pocahontas vehicle to a Highland vehicle for transport to the final destination, Highland will submit billing for the ALS transport and reimburse Pocahontas \$100.00 for the BLS services provided at the BLS rates and codes in effect at the time the

service is provided. The parties agree to exchange any and all reports and documents necessary for billing or service. It is the responsibility of Pocahontas to bill Highland for services rendered.

6. This contract may not be assigned by either party at any time during the term of this agreement, or successive terms thereof, without the written consent of the other party.

7. The parties agree to maintain vehicle insurance and general/professional liability insurance protection from claims for injury, death, and property damage arising from the performance of each party's duties pursuant to the provisions of this contract. Such liability insurance shall provide a minimum coverage of five hundred thousand dollars (\$500,000.00 per person and one million dollars (\$1,000,000.00) per occurrence for bodily injury, including death, and one hundred thousand dollars (\$100,000.00) for property damage.

8. This agreement is not to be construed as constituting either party as an agent of the other for any purpose whatsoever. It is expressly understood that each party shall act as and be deemed as independent contractor. Highland shall not commit Pocahontas to any additional indebtedness, nor shall Pocahontas act as an agent for Highland on any matter including, but not limited to matters related to services provided by the ALS provider or, except as otherwise provided herein, billing to the public or Highland's patients. The BLS provider shall hold the ALS provider harmless from any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS provider arising from the services rendered by the BLS provider pursuant to this contract. The BLS provider shall indemnify the ALS provider for any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS provider arising from the services rendered by the BLS provider pursuant to this contract.

9. The parties hereto further agree that should default be made by either party of any amounts to be paid to the other when due pursuant to this contract and such default cannot be remedied within thirty (30) days of written notice thereof, then the party not alleged in default shall have the right, at its election, to declare this Ambulance Service contract immediately null and void. Such notice and default and the intention of the party to exercise its rights, at its election, of determining this contract null and void shall be given to the other party in writing. The above mentioned notice shall specify the default complained of and served upon the other party by personally delivering a copy thereof to the representative of the party alleged to be in default or by depositing the same in the United States mail, certified mail, enclosed in an envelope plainly addressed to such party to the address indicated above.

10. If any provisions of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court of law of competent jurisdiction finds that any provision of this agreement is invalid or unenforceable, but that, by limiting such provision, the provision would become valid and enforceable, then such provision shall be deemed to be written, constructed, and enforced as limited.

11. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and to require complete, strict compliance with every provision of this agreement.

12. This contract constitutes and contains the entire contract and understanding between Highland and Pocahontas. No further changes or amendments may be made to this contract unless agreed to in writing by both parties, and contained in a written amendment to this contract.

13. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or received in the United States mail, prepaid and addressed to the parties at the address as indicated at the beginning of this agreement.

14. Both parties agree to exchange run records that contain "Protected Health Information," abide by all HIPAA rules and regulations regarding the release, security and storage of these records. Neither party may release copies of these records without the written consent of the other for any purpose other than treatment, payment or operational purposes, unless it is a governmental auditing body regulating entity that has requested release. The Parties agree that either party is entitled to demand and receive copies of the billing records of the other as they pertain to services provided by that provider.

15. This agreement shall be governed by the laws of the State of Illinois.

DATED the _____ day of _____, 2021.

POCAHONTAS OLD RIPLEY
FIRE DEPARTMENT

CITY OF HIGHLAND
d/b/a Highland Emergency Medical Service

By _____
President, Board of Trustees

By _____
Christopher Conrad, City Manager

ATTEST: _____
SECRETARY

ATTEST: _____
BARBARA BELLM, CITY CLERK

AMBULANCE SERVICE CONTRACT
FOR ADVANCED LIFE SUPPORT SERVICES

BLS SUPPLIER

Sugar Creek Ambulance Service –
a Fire Protection District
(hereinafter "Sugar Creek" or "BLS Supplier")
c/o Jim Kniepman
SSA #13, #14 and #15
119 W. Indiana
P.O. Box 1022
Trenton, IL 62293
Phone: (618)224-9121

ALS SUPPLIER

Highland Ambulance Service
(hereinafter "Highland" or ALS Supplier")
City of Highland
P.O. Box 218
Highland, IL 62249
Phone: (618)654-9891

WHEREAS, the BLS Supplier periodically requires ALS services from the ALS Supplier and the ALS Supplier is willing to provide same to the BLS Supplier; and

WHEREAS, the parties desire to enter into a written agreement for those services and for compensation for same.

NOW, THEREFORE, the parties this 16th day of December, 2014, agree as follows:

1. Highland agrees to provide ALS intercept services to Sugar Creek as hereinafter provided for a continuous term until canceled in writing by either party.

2. Highland agrees to provide ALS intercept service: (1) when a patient is transferred from a BLS vehicle to an ALS ambulance, or (2) when the placement of ALS personnel and equipment on board a BLS vehicle qualifies the BLS vehicle as an ALS ambulance.

3. Highland shall furnish vehicles and personnel who at all times comply with the standards and specifications as set forth in the rules and regulations of the Illinois Department of Transportation, Illinois Department of Public Health, Anderson Hospital EMS System, and all Laws of the State of Illinois regarding Emergency Medical Services.

4. Highland will bill the BLS supplier as long as the BLS supplier is the transporting agency. The BLS supplier shall bill third party payers including Medicare at the ALS rates and codes in effect at the time the service is provided. Highland shall provide Sugar Creek a copy of its ALS patient run report as required by Medicare in exchange for any reports from Sugar Creek required for billing or service.

Highland shall bill Sugar Creek Ambulance Service \$150.00 for all calls. Payment of all amounts due the City of Highland shall be made by the BLS Supplier within 30 days of receipt of billing from the City of Highland, or within 10 days of receipt by the BLS Supplier of amounts payable to the City of Highland under this contract by third party providers.

5. In the event a patient is transferred from a Sugar Creek vehicle to a Highland vehicle for transport to the final destination, Highland will submit billing for the ALS transport and reimburse Sugar Creek for the BLS services provided at the BLS rates and codes in effect at the time the service is

provided. Sugar Creek has provided the current rates charged for its services currently. The parties agree to exchange any and all reports and documents necessary for billing or service.

6. This contract may not be assigned by either party at any time during the term of this agreement, or successive terms thereof, without the written consent of the other party.

7. The parties agree to maintain vehicle insurance and general/professional liability insurance protection from claims for injury, death, and property damage arising from the performance of each party's duties pursuant to the provisions of this contract. Such liability insurance shall provide a minimum coverage of five hundred thousand dollars (\$500,000.00 per person and one million dollars (\$1,000,000.00) per occurrence for bodily injury, including death, and one hundred thousand dollars (\$100,000.00) for property damage.

8. This agreement is not to be construed as constituting either party as an agent of the other for any purpose whatsoever. It is expressly understood that each party shall act as and be deemed as independent contractor. Highland shall not commit Sugar Creek to any additional indebtedness, nor shall Sugar Creek act as an agent for Highland on any matter including, but not limited to matters related to services provided by the ALS Supplier or, except as otherwise provided herein, billing to the public or Highland's patients. The BLS Supplier shall hold the ALS Supplier harmless from any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS Supplier arising from the services rendered by the BLS Supplier pursuant to this contract. The BLS Supplier shall indemnify the ALS Supplier for any loss or expense arising from any and all claims, suits, losses and expenses incurred by the ALS Supplier arising from the services rendered by the BLS Supplier pursuant to this contract.

9. The parties hereto further agree that should default be made by either party of any amounts to be paid to the other when due pursuant to this contract and such default cannot be remedied within thirty (30) days of written notice thereof, then the party not alleged in default shall have the right, at its election, to declare this Ambulance Service contract immediately null and void. Such notice and default and the intention of the party to exercise its rights, at its election, of determining this contract null and void shall be given to the other party in writing. The above mentioned notice shall specify the default complained of and served upon the other party by personally delivering a copy thereof to the representative of the party alleged to be in default or by depositing the same in the United States mail, certified mail, enclosed in an envelope plainly addressed to such party to the address indicated above.

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11. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and to require complete, strict compliance with every provision of this agreement.

12. This contract constitutes and contains the entire contract and understanding between Highland and Sugar Creek. No further changes or amendments may be made to this contract unless agreed to in writing by both parties, and contained in a written amendment to this contract.

13. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or received in the United States mail, prepaid and addressed to the parties at the address as indicated at the beginning of this agreement.

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15. This agreement shall be governed by the laws of the State of Illinois.

DATED the 16th day of December, 2014.

**SUGAR CREEK AMBULANCE SERVICE –
A FIRE PROTECTION DISTRICT**

**CITY OF HIGHLAND, ILLINOIS
d/b/a Highland Ambulance Service**

BY Carol Feldman
President of the Board of Trustees

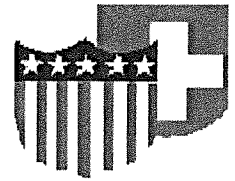
By Mark Latham
Mark Latham, City Manager

ATTEST: Juni Krupmen
Secretary

ATTEST: Barbara Bellm
Barbara Bellm, City Clerk

Expenditure Listing # 1198
From 06/19/2021 to 07/02/2021

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



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 001 General Fund				
Department: 000 Balance Sheet Accounts				
5500	Carrot-Top Industries	CENTRAL PURCHASING SUPPLIES (8 FLAGS)	07/01/2021	275.76
5588	TRIPACK, INC.	Central Purchasing supplies	07/01/2021	1,367.70
Total for Department: 000 Balance Sheet Accounts				1,643.46
Department: 011 General Admin				
ACH PAID	US POSTAL SERVICE	JUNE UTILITY BILLING POSTAL CHARGES	06/30/2021	2,547.81
5475	JANSEN CHEVROLET	2014 CHEV SILVERADO 1500 MTN TRUCK- VIN# 1GCNCPEH4EZ130502	06/29/2021	17,995.00
5503	City Utilities	UTILITIES - CITY HALL	07/01/2021	804.57
5508	DexYP	MONTHLY PHONE LISTING	07/01/2021	89.40
5511	Extreme Pyrotechnics LLC	4th of July Fireworks	07/01/2021	3,112.85
5527	Highland Area Christian Serv	MAY GOOD SAMARITAN	07/01/2021	251.72
5532	IIMC	ATHENIAN LEADERSHIP SOCIETY MEMBERSHIP - MEGAN VON HATTEN	07/01/2021	15.00
5542	Journal Printing	NICOLAIDES SIGNATURE STAMP	07/01/2021	41.30
5545	LEAPS OF LOVE, INC	HOTEL/MOTEL TAX FUNDING FOR ADVERTISEMENT/LOL NIGHT AT THE R	07/01/2021	2,400.00
5547	Louis Latzer Memorial Public Library	MEMORIAL BOOK MARY HERZBERG - "SEA SALT AND HONEY"	07/01/2021	20.00
5550	MADISON COUNTY FAIR ASSOCIATION	FUNDING FOR SUMMER NATIONALS 2021	07/01/2021	1,500.00
5574	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.	CITY HALL RECYCLING SERVICES	07/01/2021	7.50
5579	St Louis Business Journal	SUBSCRIPTION - CCONRAD	07/01/2021	70.00
5585	Third Millennium Assoc Inc	Utility Bill Printing Service	07/01/2021	187.16
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	67.71
5596	Watts Copy Systems Inc.	COPIER LEASE/USAGE- LANA'S COPIER	07/01/2021	80.92
Total for Department: 011 General Admin				29,190.94
Department: 012 Police Dept				
5508	DexYP	MONTHLY PHONE LISTING	07/01/2021	36.30
5536	Illinois State Police	Cost Center #06489 Julie Hanna	07/01/2021	28.25
5551	MADISON COUNTY INFORMATION TECHNOLOGY	LEADS LEASE FROM MADISON CO	07/01/2021	24.28
5570	Ray O'Herron Co Inc	QTY 2 - HANDCUFFS - SUPERLITE -BLACK	07/01/2021	111.17
5572	Reding Tire & Battery Inc	CAR 1 OIL, LUBE AND FILTER	07/01/2021	29.45
5574	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.	PD RECYCLING SERVICES	07/01/2021	15.00
Total for Department: 012 Police Dept				244.45
Department: 013 Building & Zoning				
ACH PAID	CARDPOINT MERCHANT SERVICES	JUNE CREDIT CARD FEES	06/30/2021	282.14
5502	City Of Highland	101 WALNUT- SERVICE PANEL/ METER BASE	07/01/2021	642.05
5506	Crawford, Murphy & Tilly Inc	PROFESSIONAL SERVICES FROM 5/01/2021 - 5/28/2021	07/01/2021	240.00
5548	Craig Loyet	101 WALNUT- FINAL PLUMBING	07/01/2021	215.00
5574	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.	BZ RECYCLING SERVICES	07/01/2021	15.00
5578	Timothy Singler	12571 STATE RT 143- UNDERFLOOR	07/01/2021	215.00
5586	TIMES TRIBUNE	LEGAL - NOTICE OF PUBLIC HEARING	07/01/2021	24.40
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	52.23
5601	Zobrist Electric Inc	ELECTRICAL INSPECTIONS	07/01/2021	310.00
Total for Department: 013 Building & Zoning				1,995.82
Department: 014 Fire Dept				
5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	12.24
5489	Ameren Illinois	GAS CHARGES - STATION #1	07/01/2021	130.53
5503	City Utilities	UTILITIES - STATION #2	07/01/2021	760.20
5519	Gateway Cylinder Technologies LLC	NECK LEAK HI PRESSURE, O-RING	07/01/2021	9.47
5552	MCFCA / MABAS 35	MADISON COUNTY DIVISION 35 ANNUAL DUES	07/01/2021	543.00
5558	MUNICIPAL EMERGENCY SERVICES, INC.	EMS SUPPLIES	07/01/2021	2,048.50
5564	O'Reilly Automotive Inc.	QTY 4 - MOTOR OIL	07/01/2021	44.97
5591	University Of Illinois	CLASS # 202101675- ADV AUTO EXTRICATION/TOWING FC 06/03/21	07/01/2021	1,285.00
5593	LOGAN VONHATTEN	CLASS # 202101090 - INSTRUCTOR / BLENDED 03/01/2021	07/01/2021	300.00
Total for Department: 014 Fire Dept				5,133.91
Department: 017 Streets / PW Admin				
5490	American Public Works Association	APWA Membership 8/1/21 - 7/31/22	07/01/2021	120.00
5495	Belleville News-Democrat	5/24/21 - 5/23/22: 52 week subscription PWA (divided)	07/01/2021	126.54
5499	Broadway Battery & Tire	Truck #607 - Patch right front tire	07/01/2021	19.00
5501	Christ Bros Inc	Tic.# 145934 - HMA SC "C" N50	07/01/2021	539.22
5503	City Utilities	City Utilities	07/01/2021	1,123.22
5512	Fabick Power Systems Inc	2 sets general duty tracks for 259D Cat Skidsteer	07/01/2021	2,021.78
5513	Fastenal	Sokube 7.8"x16" OAL	07/01/2021	40.99
5517	FROST Electric Supply	Circuit Breaker Bolt for Broadway Tunnel Sump Pump	07/01/2021	59.72

5518	Frost Electric Supply Co. Inc.	FOR BROADWAY TUNNEL SUMP PUMP CONNECTIONS	07/01/2021	347.19
5540	JANSEN CHEVROLET	Truck #55 - Inspection	07/01/2021	82.00
5546	London Shoe Shop	WORK BOOTS - CLINT CONRAD	07/01/2021	175.00
5556	Mike A Maedge Trucking Inc	CM 6 Tic# 1712581	07/01/2021	196.61
5560	Munie Trucking & Gravel Co.	Screened Topsoil	07/01/2021	1,133.00
5563	Nu Way Concrete Forms Troy LLC	Speed Dowl Base & Sleeve	07/01/2021	118.75
5571	Red E Mix LLC	4000 PSI O/S Flatwork, SikaTard 440 Retarder-Tic.#60132301, 2303	07/01/2021	7,503.00
5580	Steinmann Service	Repair to ice machine in S&A shop	07/01/2021	463.36

Total for Department: 017 Streets / PW Admin 14,069.38

Total for Fund:001 General Fund 52,277.96

Fund: 006 TIF #1

Department: 006 TIF #1

5544	Korte Landscaping	4 Maple Trees & labor - for Corsair Control on Woodcrest	07/01/2021	1,140.00
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Total for Department: 006 TIF #1 1,140.00

Total for Fund:006 TIF #1 1,140.00

Fund: 007 Community Development Fund

Department: 007 Community Development

5556	Mike A Maedge Trucking Inc	CM6 on 6/4, 6/7, 6/9/21, and CA6 on6/10/21-Plaza Park Restrooms	07/01/2021	1,207.29
5571	Red E Mix LLC	P-Gravel - 3/8" Meramec Tic# 60132143- PLAZA PARK RESTROOM	07/01/2021	495.00

Total for Department: 007 Community Development 1,702.29

Total for Fund:007 Community Development Fund 1,702.29

Fund: 008 Motor Fuel Tax Fund

Department: 008 Motor Fuel Tax

5571	Red E Mix LLC	88PCCEV30 SI/PV, 1/2% NCA Tic# 60132096 & 2099	07/01/2021	1,789.50
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Total for Department: 008 Motor Fuel Tax 1,789.50

Total for Fund:008 Motor Fuel Tax Fund 1,789.50

Fund: 009 Parks & Rec Fund

Department: 009 Korte Rec Center

ACH PAID	CARDPOINT MERCHANT SERVICES	JUNE CREDIT CARD FEES	06/30/2021	1,613.04
5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	57.94
5502	City Of Highland	KRC utilities	07/01/2021	10,321.59
5514	Fens Fitness, LLC	Ginger's personal training	07/01/2021	156.67
5528	Highland Pool & Spa Inc	Maytronics cleaner aka vaccum for the outdoor pool	07/01/2021	800.00
5567	Pepsi	Pepsi supplies for KRC	07/01/2021	345.16
5574	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.	KRC RECYCLING SERVICES	07/01/2021	15.00
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	62.91

Total for Department: 009 Korte Rec Center 13,372.31

Department: 016 Parks & Recreation

5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	71.74
5489	Ameren Illinois	1100 MAIN ST GAS SERVICES	07/01/2021	98.37
5502	City Of Highland	Weinheimer bldg utilities	07/01/2021	5,405.12
5504	COMPUSTITCH SCREEN PRINTING AND EMBROIDER	Shirts for playground	07/01/2021	1,018.24
5505	CORE & MAIN LP	Fish Hatchery	07/01/2021	2,329.36
5510	Energy Wise	Repair for coil on RTU from hail damage	07/01/2021	1,023.50
5525	HEARTLANDS CONSERVANCY	Site visit and meeting	07/01/2021	6,948.00
5526	Helitech	Lifting the restroom @ Rinderer Park- deposit	07/01/2021	3,700.32
5538	J.W. Pepper & Son Inc.	MUSIC FOR MUNY BAND	07/01/2021	434.99
5539	Jammin Jumpers Bounce House & Inflatables	Inflatables used for Playground group	07/01/2021	450.00
5559	Munie Outdoor Service Inc	replaced rotors and broken elbows on fields	07/01/2021	268.31
5561	National Recreation & Park Association	NRPA membership	07/01/2021	175.00
5563	Nu Way Concrete Forms Troy LLC	Wheelbarrow	07/01/2021	218.55
5565	Joshua O'Toole	Glass block repair and caulking	07/01/2021	1,861.00
5567	Pepsi	Pepsi supplies for Glik	07/01/2021	437.39
5582	Switzer Food and Supplies	Glik Concessions	07/01/2021	451.93
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	489.50
5597	Wilke Truck Service, Inc.	Delivery of rock material by the restrooms by Schlaffly/Square	07/01/2021	1,637.95
5598	William F. Brockman Co	Glik Concessions	07/01/2021	254.92
5599	Windstar Lines, Inc.	Bus transportation for senior yah trips 7/21/2021- stl aquarium	07/01/2021	745.00
5600	Woodcrest Small Engine	Repair supplies for trimmer	07/01/2021	102.72

Total for Department: 016 Parks & Recreation 28,121.91

Department: 503 Swimming Pool Fund

5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	188.39
5494	Sara Beer	Refund for swim lessons	07/01/2021	90.00
5502	City Of Highland	Outdoor pool utilities	07/01/2021	1,463.66
5528	Highland Pool & Spa Inc	Maytronics cleaner aka vaccum for the outdoor pool	07/01/2021	799.99

5534	Illinois Electric Inc	VHD repairs at the hep	07/01/2021	1,789.00
5555	Midwest Pool & Court Co	Chlorine tabs	07/01/2021	4,027.85
5573	Markie Rincker	Refund for swim lessons	07/01/2021	45.00
5584	The Lifeguard Store	Rescue tube and body strap	07/01/2021	300.42
5589	Angie Tucker	Refund for the Arnold kids swim lessons	07/01/2021	135.00
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	540.47
Total for Department: 503 Swimming Pool Fund				9,379.78
Department: 715 Cemetery Fund				
5493	BASS COMPANY LLC	Supplies for Steven at the cemetery	07/01/2021	390.31
5502	City Of Highland	Cemetery utilities	07/01/2021	62.90
5571	Red E Mix LLC	Washed sand for Cemetery	07/01/2021	345.00
Total for Department: 715 Cemetery Fund				798.21
Total for Fund:009 Parks & Rec Fund				51,672.21
Fund: 012 Business District A				
Department: 012 Police Dept				
ACH PAID	S.M. WILSON & CO	NEW PUBLIC SAFETY BUILDING PROJECT #1820	07/01/2021	694,912.49
5497	BOKF, N.A.	SEMI ANNUAL PAYING AGENT FEE	07/01/2021	125,412.50
5507	Curry & Associates Engineers Inc	CIVIL ENGINEERING SERVICES FOR NEW PSB	07/01/2021	560.60
5549	LOYET-ARCHITECTS	REDESIGN- NEW PUBLIC SAFETY FACILITY DESIGN- FEE AT 98%	07/01/2021	9,649.44
5569	Quality Testing & Eng Inc	CONCRETE SAMPLING, MAY 14, 18, 20 & 25, 2021 PSB	07/01/2021	989.50
Total for Department: 012 Police Dept				831,524.53
Total for Fund:012 Business District A				831,524.53
Fund: 050 Street NHR Construction				
Department: 050 Street NHR Construction				
5533	Illinois Dept of Transportation	BRAODWAY ST/IL 160 PROJECT # BZ53-438	07/01/2021	225,226.95
Total for Department: 050 Street NHR Construction				225,226.95
Total for Fund:050 Street NHR Construction				225,226.95
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
ACH PAID	CARDPOINT MERCHANT SERVICES	JUNE CREDIT CARD FEES	06/30/2021	330.47
ACH PAID	MERCHANT TRANSACT	WEB PROCESSING FEE	06/30/2021	4,040.01
ACH PAID	SPRINGBROOK SOFTWARE LLC	JUNE ACH SERVICES	06/30/2021	689.76
Total for Department: 000 Balance Sheet Accounts				5,060.24
Department: 101 Electric Admin				
5496	BHMG Engineers Inc	EPA & DOE REPORTING	07/01/2021	462.17
5502	City Of Highland	RENTAL LIGHT CHARGE	07/01/2021	519.47
5508	DexYP	MONTHLY PHONE LISTING	07/01/2021	48.80
5537	IONWARE	SUPPORT WITH READS WHEN COLLECTOR WAS DOWN	07/01/2021	120.00
5585	Third Millennium Assoc Inc	Utility Bill Printing Services	07/01/2021	842.22
Total for Department: 101 Electric Admin				1,992.66
Department: 102 Electric Production				
5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	24.99
5489	Ameren Illinois	GAS CHARGE	07/01/2021	142.35
5502	City Of Highland	UTILITY CHARGE	07/01/2021	4,228.72
5513	Fastenal	FOR BROADWAY BANNERS	07/01/2021	195.76
5564	O'Reilly Automotive Inc.	O-RING- METER READER TRUCK	07/01/2021	139.03
5590	TURF GATOR LLC	WEED CONTROL AND FERTILIZER AT ROUND ABOUTS	07/01/2021	100.00
Total for Department: 102 Electric Production				4,830.85
Department: 104 Electric Distribution				
5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	21.16
5487	Altec Industries Inc	TRK 59 INSPECTION & DIELECTRIC INSPECTION	07/01/2021	6,576.95
5489	Ameren Illinois	METTLERS SUB LIGHTS	07/01/2021	60.19
5491	ANIXTER, INC.	A53DA12 Conduit PVC 3" X 10' SCH80	07/01/2021	2,506.50
5515	Fletcher Reinhardt Company	M25TA23 25 AMP Fuse Link	07/01/2021	2,088.50
5535	Illinois Municipal Utilities Association	MAY SAFETY TRAINING	07/01/2021	562.50
5564	O'Reilly Automotive Inc.	30LB R134A (STOCK)	07/01/2021	129.99
5568	Power Line Supply	J9412 Oval Bolt Eye 5/8"X 12"	07/01/2021	1,107.55
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	29.44
Total for Department: 104 Electric Distribution				13,082.78
Total for Fund:101 Electric Fund				24,966.53
Fund: 111 FTTP Fund				

Department: 111

ACH PAID	CARDPOINT MERCHANT SERVICES	JUNE CREDIT CARD FEES	06/30/2021	1,462.03
5474	AMAZON CAPITAL SERVICES	FIRESTICKS W/ ALEXA VOICE REMOTE (QTY 200)	06/28/2021	12,792.00
5488	AMAZON CAPITAL SERVICES	FIRESTICKS W/ ALEXA VOICE REMOTE (QTY 500)	07/01/2021	15,990.00
5508	DexYP	MONTHLY PHONE LISTING	07/01/2021	52.50
5520	GREAT LAKES DATA SYSTEMS	BILL PRINT SUPPLIES FOR HCS BILLING	07/01/2021	1,110.83
5524	Home Box Office HBO	JUNE VIDEO CONTENT FEE	07/01/2021	375.00
5535	Illinois Municipal Utilities Association	MAY SAFETY TRAINING	07/01/2021	562.50
5557	MILLENNIUM	HAND HOLD.POLYMER CONCRETE, GREEN BLANK HBLT OPN BOT W/COV	07/01/2021	2,789.00
5564	O'Reilly Automotive Inc.	BATTERY	07/01/2021	267.32
5575	Rotary Club of Highland	1ST/2ND/3RD QTR 2020-2021 ANGELA IMMING DUES	07/01/2021	140.00
5581	SUMNER ONE, INC.	COPIER LEASE/ USAGE HCS	07/01/2021	158.34
5592	Vermeer Midwest	LABOR - HCS TRACTOR MODEL B84L	07/01/2021	2,268.89
5596	Watts Copy Systems Inc.	COPIER LEASE/USAGE- LANA'S COPIER	07/01/2021	80.92
Total for Department: 111				38,049.33
Total for Fund:111 FTTP Fund				38,049.33

Fund: 201 Water Fund

Department: 201 Water Admin

5490	American Public Works Association	APWA Membership 8/1/21 - 7/31/22	07/01/2021	120.00
5495	Belleville News-Democrat	5/24/21 - 5/23/22: 52 week subscription PWA (divided)	07/01/2021	126.54
5503	City Utilities	City Utilities	07/01/2021	144.90
5585	Third Millennium Assoc Inc	Utility Bill Printing Service	07/01/2021	280.73
Total for Department: 201 Water Admin				672.17

Department: 202 Water Production

5489	Ameren Illinois	Utilities	07/01/2021	59.15
5499	Broadway Battery & Tire	2018 F150 - Oil, Oil Filter, Lube & Filter, Rotate Tires, Labor	07/01/2021	63.34
5503	City Utilities	City Utilities	07/01/2021	15,116.48
5507	Curry & Associates Engineers Inc	CONCRETE REPAIRS FOR SILVER LAKE SPILLWAY	07/01/2021	3,009.34
5516	FRONTENAC ENGINEERING GROUP, INC.	SILVER LAKE SPILLWAY REPAIRS	07/01/2021	630.00
5521	Hach Company	Free Ammonia Chemkeys	07/01/2021	147.37
5523	Hawkins Inc	Fluoride (HFS)	07/01/2021	9,073.04
5531	Hydro-Kinetics Corporation	Rotork IQT Electric actuator - found issue on the control side.	07/01/2021	501.00
5566	PDC Laboratories Inc	TOC & Field Alkalinity Pkg., Total Organic Carbon	07/01/2021	98.24
5595	Water Solutions Unlimited	Phosphate - WSU - 358 - routine chemical order	07/01/2021	1,800.00
Total for Department: 202 Water Production				30,497.96

Department: 203 Water Distribution

5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	19.64
5503	City Utilities	City Utilities	07/01/2021	291.06
5507	Curry & Associates Engineers Inc	WTR MAIN REPLACEMENT FROM HIGHLAND PARK RD TO PRAIRIE RD-CC	07/01/2021	1,104.87
5513	Fastenal	Nemesis Eyewear	07/01/2021	40.75
5522	Haier Plumbing & Heating Inc.	Keeven Water Main project- Feb. 16, 21 - June 15, 21 Pmt. Period	07/01/2021	59,508.00
5540	JANSEN CHEVROLET	Truck #12 - Inspection	07/01/2021	82.00
5546	London Shoe Shop	WORK BOOTS - RANDY RINDERER	07/01/2021	97.87
5553	Midwest Meter Inc.	2" EL Compound Base, M-25 Itron, 1 1/2"x3" Flange Bolt, 2" Gasket	07/01/2021	4,888.00
5562	Northtown Auto & Tractor	Cabin Air	07/01/2021	59.80
5576	Schulte Supply Inc	36"x36" heavy weighted ribbed meter box Tufcor Plus	07/01/2021	3,200.99
5583	Teklab Inc	Coliform, Total Membrane Filter	07/01/2021	171.60
Total for Department: 203 Water Distribution				69,464.58
Total for Fund:201 Water Fund				100,634.71

Fund: 301 Sewer Fund

Department: 301 Sewer Admin

5490	American Public Works Association	APWA Membership 8/1/21 - 7/31/22	07/01/2021	120.00
5492	APWA Gateway Branch	2021 Gateway Branch Fees - PWA	07/01/2021	15.00
5495	Belleville News-Democrat	5/24/21 - 5/23/22: 52 week subscription PWA (divided)	07/01/2021	126.52
5574	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.	PW RECYCLING SERVICES	07/01/2021	7.50
5585	Third Millennium Assoc Inc	Utility Bill Printing Service	07/01/2021	280.74
Total for Department: 301 Sewer Admin				549.76

Department: 303 Sewer Collection

5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	18.03
5503	City Utilities	City Utilities	07/01/2021	291.05
5513	Fastenal	Nemesis Eyewear	07/01/2021	40.75
5540	JANSEN CHEVROLET	Truck #49 - Inspection	07/01/2021	41.00
5546	London Shoe Shop	WORK BOOTS - RANDY RINDERER	07/01/2021	97.88
5554	Midwest Municipal Supply Inc	8" Fernco Clay PVC, 4"& 6" Fernco Clay SDR, 8" GxG, 8" Pipe	07/01/2021	1,275.34
5562	Northtown Auto & Tractor	Lock Ring Pliers	07/01/2021	59.78
Total for Department: 303 Sewer Collection				1,823.83

Department: 304 Water Reclamation Facility

5485	Ace Hardware	ACE HARDWARE OPERATING SUPPLIES	07/01/2021	91.46
5503	City Utilities	City Utilities	07/01/2021	11,586.03
5529	HOUSE OF TOOLS & ENGINEERING, INC.	#2 Atlas Copco Air Compressor Service - Semi Annual Maintenance	07/01/2021	1,698.09
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	21.45
Total for Department: 304 Water Reclamation Facility				13,397.03
Department: 305 WRF Pretreatment				
5503	City Utilities	City Utilities	07/01/2021	18.00
Total for Department: 305 WRF Pretreatment				18.00
Total for Fund:301 Sewer Fund				15,788.62
Fund: 309 2013 Sewer Bond Construction				
Department: 309				
ACH PAID	WM FINANCIAL STRATEGIES	GEN OBLIGATION SEWER SYS REFUNDING BONDS SERIES 2021	06/25/2021	183,900.00
Total for Department: 309				183,900.00
Total for Fund:309 2013 Sewer Bond Construction				183,900.00
Fund: 401 Ambulance Fund				
Department: 000 Balance Sheet Accounts				
ACH PAID	CARDPOINT MERCHANT SERVICES	JUNE CREDIT CARD FEES	06/30/2021	466.56
Total for Department: 000 Balance Sheet Accounts				466.56
Department: 401 Ambulance Fund				
5486	Airgas USA,LLC	OXYGEN	07/01/2021	111.76
5498	Bound Tree Medical, LLC	EMS SUPPLIES	07/01/2021	1,001.97
5503	City Utilities	UTILITIES - HELIPRT	07/01/2021	24.84
5509	DIVERSIFIED DIESEL SERVICES, LLC	MTN/REPAIRS TO UNIT #1541	07/01/2021	1,667.37
5530	Howard Technology Solutions	KINGSTON DDR4 16GB, DISPLAYPORT TO DVI ADAPTER	07/01/2021	104.00
5541	JERRY'S TRANSMISSION SERVICE, INC.	BRAUN DOORSRING	07/01/2021	398.07
5543	Knebel's Auto Body Inc	MTN/REPAIRS TO AMBULANCE FROM DAMAGE (VIN#18706) reimb by ins.	07/01/2021	4,623.88
5558	MUNICIPAL EMERGENCY SERVICES, INC.	EMS DEPT. TEES	07/01/2021	125.00
5577	SIGNS & DESIGNS BY RONNIE DEIEN, LLC	REPLACED PORTION OF BLACK WRAP RIGHT REAR BOX CORNER UNIT #1	07/01/2021	150.00
5587	Trendy Tees & More LLC	QTY 30 - EMBROIDERED HATS, QTY 1 - HFD LOGO (ONE TIME FEE)	07/01/2021	380.00
5594	WALMART COMMUNITY/ CAPITAL ONE	WAL-MART OPERATING SUPPLIES	07/01/2021	6.88
Total for Department: 401 Ambulance Fund				8,593.77
Total for Fund:401 Ambulance Fund				9,060.33
Fund: 713 Solid Waste Fund				
Department: 713 Solid Waste Fund				
5574	ROBERT (BOB) SANDERS WASTE SYSTEMS, INC.	COMMERCIAL & RESIDENTIAL TRASH SERVICES	07/01/2021	143,183.80
5585	Third Millennium Assoc Inc	Utility Bill Printing Service	07/01/2021	280.74
Total for Department: 713 Solid Waste Fund				143,464.54
Total for Fund:713 Solid Waste Fund				143,464.54
<u>Grand Total</u>				<u>\$ 1,681,197.50</u>

Accepted by City Council July 06, 2021

Mayor:

Clerk: