

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
MONDAY, DECEMBER 16, 2024
6:30 PM**

NOTE: This is an in person meeting. However, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 4 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

- A. **MOTION** – Approve Minutes of December 2, 2024 Regular Session (attached)

SWEARING IN:

Mayor Hemann will administer the official oath to probationary Patrol Officer Enna Turan

PUBLIC FORUM:

- A. Citizens' Requests and Comments:

Anyone wishing to address the Council on any subject may do so at this time. Please come forward to the podium and state your name. Per Ordinance No. 3299, please limit your comments to 4 minutes or less.

- B. Requests of Council:

- C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Approve Schedule of 2025 Meeting Dates for Council, Boards, and Commissions (attached)
- B. **MOTION** – Bill #24-123/RESOLUTION Approving Application and Awarding Certain Financial Incentives Under the City of Highland Façade Improvement Program to Corranmore Holdings LLC for 818 Main Street, Highland, Illinois (attached)
- C. **MOTION** – Bill #24-124/RESOLUTION Approving Application and Awarding Certain Financial Incentives Under the City of Highland Façade Improvement Program to Roy Wells for 821-825 Main Street, Highland, Illinois (attached)
- D. **MOTION** – Bill #24-125/RESOLUTION Approving Application and Awarding Certain Financial Incentives Under the City of Highland Façade Improvement Program to Corranmore Holdings LLC for 1011 Washington Street, Highland, Illinois (attached)
- E. **MOTION** – Bill #24-126/RESOLUTION Approving Application and Awarding Certain Financial Incentives Under the City of Highland Façade Improvement Program to Kevin Dewaele for 1005 Washington Street, Highland, Illinois (attached)

Continued

- F. **MOTION** – Bill #24-127/ORDINANCE Approving Real Estate Rezoning for Property Located at PIN: 01-1-24-07-00-000-002, PIN: 01-1-24-06-00-000-025.002, and PIN: 01-1-24-06-00-000-020, Highland, Illinois, From “R-1-C” Single Family Residence to “I” Industrial (attached)
- G. **MOTION** – Bill #24-128/RESOLUTION Making Separate Statement of Findings of Fact in Connection With Ordinance Granting Special Use Permit for a Solar Farm Within the “I” Zoning District at PIN: 01-1-24-07-00-000-002, PIN: 01-1-24-06-00-000-025.002, and PIN: 01-1-24-06-00-000-020, Highland, Illinois (attached)
- H. **MOTION** – Bill #24-129/ORDINANCE Granting a Special Use Permit to Highland Affordable Solar, LLC, for a Solar Farm Within the “I” Zoning District at PIN: 01-1-24-07-00-000-002, PIN: 01-1-24-06-00-000-025.002, and PIN: 01-1-24-06-00-000-020, Highland, Illinois (attached)
- I. **MOTION** – Bill #24-130/ORDINANCE Amending City Code, Chapter 90 – Zoning, Article III – Districts and Zoning Map, Division 11 – Permitted Uses, Section 90-201. – Permitted and Accessory Use Table, Table 3.1.B – Principal Non-Residential Uses, Use 43 – Parking Garage or Lot (Private or Public), to Require Special Use Permits for Properties Zoned “R3” and “C2” (attached)
- J. **MOTION** – Bill #24-131/RESOLUTION Making Separate Statement of Findings of Fact in Connection With Ordinance Granting Special Use Permit for a Parking Lot Within the “C-2” Zoning District at 516 9th Street, Highland, Illinois, PIN: 01-2-24-05-06-101-012 (attached)
- K. **MOTION** – Bill #24-132/ORDINANCE Granting a Special Use Permit to City on Behalf of Family Bible Church, Inc., for a Parking Lot Within the “C-2” Zoning District at 516 9th Street, Highland, Illinois, PIN: 01-2-24-05-06-101-012 (attached)
- L. **MOTION** – Bill #24-133/ORDINANCE Authorizing the Sale of City Owned Surplus Real Estate to Family Bible Church Pursuant to Conditional Real Estate Sales Contract As Attached (attached)
- M. **MOTION** – Bill #24-134/ORDINANCE Amending the City Code Chapter 66 – Land Development Code, Article V – Design and Improvement Standards, Division 4 – Lots, Section 66-5-4. Standards for Lots and Blocks; Division 6 – Street Design Standards, Section 66-5-6. Street Design Standards; Division 7 – Street Construction, Section 66-5-7. Street Construction Standards; Division 8 – Storm Water, Section 66-5-8. Storm Water Management Requirements; Division 9 – Water, Section 66-5-9. Standard for Water Services; and Division 10 – Sanitary Sewer, Section 66-5-10. Specific Standards for Public Sanitary Sewers (attached)

- N. **MOTION** – Bill #24-135/ORDINANCE Amending the City Code Chapter 78 – Utilities, Article IV – Water Service, Section 78-466. Meters; Section 78-467. Service Pipes; Section 78-469. Water Service Connection; Application; Section 78-470. Fire Service Requires, Standards; and Section 78-473. Main Extension Specifications (attached)
- O. **MOTION** – Bill #24-136/ORDINANCE Amending the City Code Chapter 78 – Utilities, Article III – Sewers and Sewage Disposal, Division 3 – Building Sewers and Permits, Section 78-282. Material Standards; Section 78-283. Size, Slope, Riser, And Maintenance; Section 78-287. Sewer Service Laterals; Section 78-288-78-310. Reserved (attached)
- P. **MOTION** – Bill #24-137/RESOLUTION Approving a Collective Bargaining Agreement Between The City of Highland and the International Association of Fire Fighters, Local 3672, on Behalf of the Emergency Medical Technicians (attached)
- Q. **MOTION** – Bill #24-138/ORDINANCE Amending Ordinance 3334 of the City of Highland, Illinois, Passed on April 15, 2024, Adopting the Financial Budget of the City of Highland, Illinois for the Fiscal Year 2024-2025 (attached)
- R. **MOTION** – Bill #24-139/ORDINANCE for the Levy, Assessment and Collection of 2024 Taxes to be Payable in 2025 (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1280 for Nov. 30, 2024 through Dec. 13, 2024 (attached)

EXECUTIVE SESSION:

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

ADJOURNMENT:

Continued



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimbürger, ADA Coordinator, by 9:00 AM on Monday, December 16, 2024.

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

Directions for Public Monitoring of Highland City Council Meetings:

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

618-882-5625

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

Conference ID #: 867900

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

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

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

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

CITY OF HIGHLAND

Highland, Illinois

Phone: (618) 654-9891
Fax: (618) 654-4768

Office – 1115 Broadway
P.O. Box #218

NOTICE

Please take notice that the regular meetings of the **City Council** of the City of Highland are held at 6:30 PM, on the first and third Mondays of each month, except as noted below, at City Hall, 1115 Broadway, Highland, IL, or, as determined by the City Council, if the first or third Monday is a legal holiday.

The Regular meetings shall commence at 6:30 PM on the following dates:

January 6, 2025	July 7, 2025
January 21, 2025 * (<i>Tuesday</i>)	July 21, 2025
February 3, 2025	August 4, 2025
February 18, 2025 * (<i>Tuesday</i>)	August 18, 2025
March 3, 2025	September 2, 2025 * (<i>Tuesday</i>)
March 17, 2025	September 15, 2025
April 7, 2025	October 6, 2025
April 21, 2025	October 20, 2025
May 5, 2025	November 3, 2025
May 19, 2025	November 17, 2025
June 2, 2025	December 1, 2025
June 16, 2025	December 15, 2025

* (Tentative – another date may be set by the Council)

To be posted: December 31, 2024

City of Highland, Illinois						
2025 List of Meeting Dates of the City Council and Boards and Commissions						
	Day	Date	Time	Public Body	Location	Address
January						
	Monday	January 6	6:30 PM	City Council	City Hall	1115 Broadway
	Wednesday	January 8	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	January 8	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Thursday	January 16	7:00 PM	Silver Lake Advisory Commission	Korte Recreation Center	#1 Nagel Drive
	Tuesday	January 21	5:00 PM	Library Board of Trustees	Louis Latzer Memorial Public Library	1001 Ninth Street
	Tuesday	January 21	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	January 21	7:00 PM	Parks & Recreation Advisory Commission	Korte Recreation Center	#1 Nagel Drive
	Wednesday	January 22	4:00 PM	Cemetery Board of Managers	City Hall	1115 Broadway
	Wednesday	January 29	8:15 AM	Police Pension Board	Highland Public Safety Building	12990 Troxler Avenue
February						
	Monday	February 3	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	February 4	4:00 PM	Tree Commission	Korte Recreation Center	#1 Nagel Drive
	Wednesday	February 5	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	February 5	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Wednesday	February 5	7:00 PM	Foreign Fire Insurance Board	Highland Public Safety Building	12990 Troxler Avenue
	Tuesday	February 18	5:00 PM	Library Board of Trustees	Louis Latzer Memorial Public Library	1001 Ninth Street
	Tuesday	February 18	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	February 25	6:30 PM	Historical Commission	Louis Latzer Memorial Public Library	1001 Ninth Street
March						
	Monday	March 3	6:30 PM	City Council	City Hall	1115 Broadway
	Wednesday	March 5	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	March 5	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Monday	March 17	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	March 18	5:00 PM	Library Board of Trustees	Louis Latzer Memorial Public Library	1001 Ninth Street
	Tuesday	March 18	7:00 PM	Parks & Recreation Advisory Commission	Korte Recreation Center	#1 Nagel Drive
April						
	Tuesday	April 1	4:00 PM	Tree Commission	Korte Recreation Center	#1 Nagel Drive
	Wednesday	April 2	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	April 2	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Monday	April 7	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	April 15	5:00 PM	Library Board of Trustees	Louis Latzer Memorial Public Library	1001 Ninth Street
	Thursday	April 17	7:00 PM	Silver Lake Advisory Commission	Korte Recreation Center	#1 Nagel Drive
	Monday	April 21	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	April 22	6:30 PM	Historical Commission	Louis Latzer Memorial Public Library	1001 Ninth Street
	Wednesday	April 23	4:00 PM	Cemetery Board of Managers	City Hall	1115 Broadway
May						
	Monday	May 5	6:30 PM	City Council	City Hall	1115 Broadway
	Wednesday	May 7	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	May 7	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Wednesday	May 7	7:00 PM	Foreign Fire Insurance Board	Highland Public Safety Building	12990 Troxler Avenue
	Monday	May 19	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	May 20	5:00 PM	Library Board of Trustees	Louis Latzer Memorial Public Library	1001 Ninth Street
	Tuesday	May 20	7:00 PM	Parks & Recreation Advisory Commission	Korte Recreation Center	#1 Nagel Drive
June						
	Monday	June 2	6:30 PM	City Council	City Hall	1115 Broadway
	Wednesday	June 4	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	June 4	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Monday	June 16	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	June 17	5:00 PM	Library Board of Trustees	Louis Latzer Memorial Public Library	1001 Ninth Street
	Tuesday	June 24	6:30 PM	Historical Commission	Louis Latzer Memorial Public Library	1001 Ninth Street
July						
	Wednesday	July 2	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	July 2	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Monday	July 7	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	July 15	7:00 PM	Parks & Recreation Advisory Commission	Korte Recreation Center	#1 Nagel Drive
	Thursday	July 17	7:00 PM	Silver Lake Advisory Commission	Korte Recreation Center	#1 Nagel Drive
	Monday	July 21	6:30 PM	City Council	City Hall	1115 Broadway
	Wednesday	July 23	4:00 PM	Cemetery Board of Managers	City Hall	1115 Broadway
August						
	Monday	August 4	6:30 PM	City Council	City Hall	1115 Broadway
	Wednesday	August 6	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	August 6	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Wednesday	August 6	7:00 PM	Foreign Fire Insurance Board	Highland Public Safety Building	12990 Troxler Avenue
	Monday	August 18	6:30 PM	City Council	City Hall	1115 Broadway
	Tuesday	August 19	5:00 PM	Library Board of Trustees	Louis Latzer Memorial Public Library	1001 Ninth Street
	Tuesday	August 26	6:30 PM	Historical Commission	Louis Latzer Memorial Public Library	1001 Ninth Street
September						
	Tuesday	September 2	6:30 PM	City Council	City Hall	1115 Broadway
	Wednesday	September 3	12:00 PM	Industrial Development Commission	City Hall	1115 Broadway
	Wednesday	September 3	7:00 PM	Combined Planning Zoning Board	City Hall	1115 Broadway
	Monday					

Posted: December 31, 2024



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Director of Economic Development
CC: Mayor and City Council
Date: December 12, 2024
Re: Approval of Façade Improvement Program Agreement with Corranmore Holdings LLC for project located at 818 Main Street.

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Corranmore Holdings LLC for project located at 818 Main Street.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$49,103.32.

FISCAL IMPACT: Developer will be eligible for a maximum of \$10,000.00 (25% of estimated eligible project costs or \$10k maximum) to be reimbursed after invoices have been submitted. Reimbursement will be issued from Business District A.

RESOLUTION NO. _____

**RESOLUTION APPROVING APPLICATION AND AWARDING
CERTAIN FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND
FAÇADE IMPROVEMENT PROGRAM TO CORRANMORE HOLDINGS LLC
FOR 818 MAIN STREET, HIGHLAND, ILLINOIS**

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, Corranmore Holdings LLC (“Developer”) is the owner of 818 Main Street, 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. Garage Doors/Windows - \$8,000.00
2. Brick Repair & Tuckpointing - \$9,000.00
3. Front Door & Entryway - \$7,603.32
4. Garage Door Installation - \$3,000.00
5. Paint/Materials - \$1,500.00
6. Siding/Windows for Addition - \$20,000.00

Total Estimated Project Costs: \$49,103.32

(“Project”); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to a \$10,000.00 cap; 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, 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 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 and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

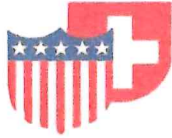
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Facade Improvement Program Application

Property Address: 818 Main St

Owner Name: Corranmax Holdings Phone Number: 618-514-7527

Address: 11747 Pocahontas Rd Email: roywells@me.com

Current Tenant(s): _____

Estimated Project Cost: 49,103

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

Proposed Improvements	Estimated Cost Per Improvement
1. Garage Doors / Windows	8,000
2. Brick repair & tuck pointing	9,000
3. Front Door & entryway	7,603.32
4. Garage Door Install	3,000.00
5. Paint & Materials	15,000.00
6. Siding & windows for addition	20,000
7.	
8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:

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

Joe 818 Main
Green paint - 3 gal total

THANK YOU FOR SHOPPING AT
RICK'S ACE HARDWARE & GARDEN 4
2645 Northtown Way #11544
Highland, IL 62249
(618) 651-1544

10/23/24 2:14PM JAMESI 622 SALE
1020/25 1 EA \$37.99 EA
RYL EXT SAI NB IG \$37.99
SUB-TOTAL:\$ 37.99 TAX: \$ 3.36
TOTAL: \$ 41.35
BC AMT: \$ 41.35

BK CARD#: XXXXXXXXXXXX0182
MID:*****1865 TID:***2467
AUTH: 413241 AMT: \$ 41.35
Host reference #:618625 Bal#

Authorizing Network: VISA

Chip Read
CARD TYPE:VISA EXPR: XXXX
AID : A0000006031010
TVR : 8080008000
IAD : 06011203602000
TSI : 6800
ARC : 00
MODE : Issuer
CVM :
Name : VISA CREDIT
ATC :0026
AC : BF7031A435DCB7F1
TxnID/ValCode: 354715

Bank card USD\$ 41.35



==> JRNL# 618625/4
CUST NO: +91704

THANK YOU ROY W WELLS
FOR YOUR PATRONAGE
ACE REWARDS ID # 1940361997

Acct: JOSEPH FINLEY

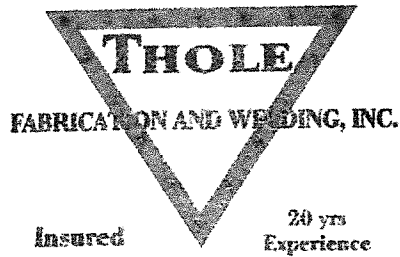
Customer Copy

Thank you for shopping at Rick's
Hardware & Garden Center

YOU SAVED \$ 18.00 BY SHOPPING AT
RICK'S ACE HARDWARE & GARDEN-4

RECEIPT REQUIRED FOR RETURNS
HAVE A GREAT DAY!

Thole Fabrication and
Welding, Inc.
12516 Sportsman Road
Highland, IL 62249 US



Invoice 13017

BILL TO

Wells Family

DATE
09/11/2023

PLEASE PAY
\$215.00

DUE DATE
09/11/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/11/2023	Services 74" x 12" x 1/2" steel plate	1	215.00	215.00

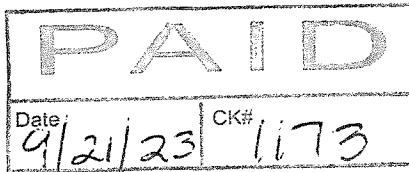
818 Main

Thank you for your business.

TOTAL DUE

\$215.00

THANK YOU.



JOINER

Sheet Metal & Roofing

205 Madison St.
Highland, IL 62249

Invoice

Invoice #

5250

Phone: (618) 664-9488

Fax: (618) 664-9441

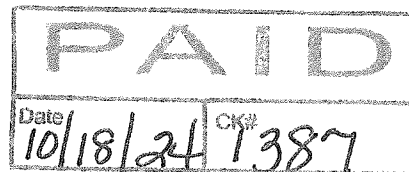
BILL TO: Corranmore
Highland, IL

ACCOUNT NO	PO NUMBER	TERMS	INVOICE DATE	JOB NAME
CASH		Net 30	10/17/2024	Misc T&M Work

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED
	0	818 Main Highland IL	0.00	0.00
LABOR	2	measure and fab metal	110.00	220.00
MATERIALS	1	2 sheets .032 black alum	220.80	220.80

Thank you for your business.

BALANCE DUE 440.80



JOINER

Sheet Metal
& Roofing

205 Madison St.
Highland, IL 62249

Invoice

Invoice #

5249

Phone: (618) 664-9488
Fax: (618) 664-9441

BILL TO: Joe Finley
Highland IL 62249

ACCOUNT NO	PO NUMBER	TERMS	INVOICE DATE	JOB NAME
CASH		Net 30	10/11/2024	Misc T&M Work

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED
	0 ⁸¹⁸	Building Behind Tulligans- Highland IL	0.00	0.00
MATERIALS	1 ^{man}	.032 Black aluminum sheets	166.00	166.00
LABOR	1	manhour to bend	110.00	110.00
	0	Yogi's-Highland IL	0.00	0.00
MATERIALS	1	.032 black alum (2.5)	276.00	276.00
LABOR	1	manhour to bend	110.00	110.00

Thank you for your business.

BALANCE DUE 662.00



JOINER

Sheet Metal
& Roofing

205 Madison St.
Highland, IL 62249

Invoice

Invoice #

5256

Phone: (618) 664-9488
Fax: (618) 664-9441

BILL TO:	Corranmore Highland, IL
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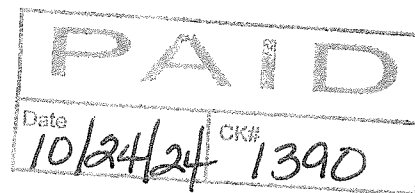
818 Main

ACCOUNT NO	PO NUMBER	TERMS	INVOICE DATE	JOB NAME
CASH		Net 30	10/24/2024	Misc T&M Work

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENDED
MATERIALS	1	1/2 sheet .032 black	55.20	55.20
LABOR	0.5	labor to bend	110.00	55.00

Thank you for your business.

BALANCE DUE 110.20





Total Glass LLC

8944 Fruit Rd
Edwardsville, IL 62025

INVOICE

Date	Invoice #
10/29/2024	155

Bill To
Corranmore Holdings, LLC

P.O. No.	Terms	Project
	Due on receipt	Pokemon Store High...

818 Main

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Fabricati...	Labor	3,271.68			4.40141	136.32	18.34%	18.34%	600.00
Building...	Building Materials - Glass, Door, Hardware, Caulk	7,003.32			1	7,003.32	100.00%	100.00%	7,003.32
Mobiliza...	Mobilization	125.00			0	125.00	0.00%	0.00%	0.00

						Total	\$7,603.32
						Payments/Credits	\$0.00
						Balance Due	\$7,603.32

Phone #
6186444510

E-mail	Web Site
tara@totalglassllc.net	thetotalglass.com

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 Corranmore Holdings LLC (“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 818 Main Street, Highland, IL ("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 estimated costs, including:

1. Garage Doors/Windows - \$8,000.00
2. Brick Repair & Tuckpointing - \$9,000.00
3. Front Door & Entryway - \$7,603.32
4. Garage Door Installation - \$3,000.00
5. Paint/Materials - \$1,500.00
6. Siding/Windows for Addition - \$20,000.00

Total Estimated Project Costs: \$49,103.32

("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, whichever amount is less based on final approved costs of the Project; and

WHEREAS, under the City Façade Improvement Program, Developer’s Project may be eligible for up to 25% of estimated costs, but Developer’s incentive under the City Façade Improvement Program is capped at \$10,000.00 in eligible 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 begin the Project or 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 incentive payment to be made to Developer from City 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 by City Council.
6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$75,000 in any given year; the cap for Façade Improvement Program incentives shall be \$75,000 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:

Corranmore Holdings LLC

Attn: Roy Wells
11747 Pocahontas Road
Highland, IL 62249

City of Highland

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

DEVELOPER:

Corranmore Holdings LLC, Owner

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Director of Economic Development
CC: Mayor and City Council
Date: December 12, 2024
Re: Approval of Façade Improvement Program Agreement with Roy Wells for project located at 821-825 Main Street.

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Roy Wells for project located at 821-825 Main Street.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$50,434.00.

Developer will be eligible for a maximum of \$10,000.00 (25% of estimated eligible project costs or \$10k maximum) to be reimbursed after invoices have been submitted. Reimbursement will be issued from Business District A.

RESOLUTION NO. _____

**RESOLUTION APPROVING APPLICATION AND AWARDED
CERTAIN FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND
FAÇADE IMPROVEMENT PROGRAM TO ROY WELLS
FOR 821-825 MAIN STREET, HIGHLAND, ILLINOIS**

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, Roy Wells (“Developer”) is the owner of 821-825 Main Street, 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. Siding & Windows - \$47,584.00
2. Handicap Railing for Outdoor Ramp - \$2,850.00

Total Estimated Project Costs: \$50,434.00

(“Project”); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to a \$10,000.00 cap; 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, 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 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 and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Façade Improvement Program Application

Property Address: 821-825 main st

Owner Name: Roy Wells Phone Number: 618-514-7527

Address: 11747 Pocahontas Rd Email: roywells@me.com

Current Tenant(s): _____

Estimated Project Cost: \$ 50,434

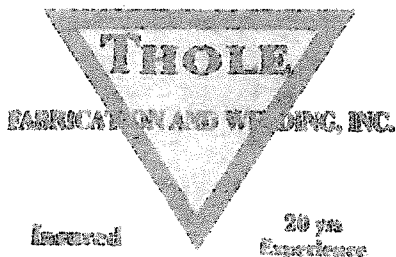
Requested Reimbursement Amount (max 25% of Project Costs): _____

Proposed Improvements	Estimated Cost Per Improvement
1. <u>Siding & New windows</u>	<u>47,584.00</u>
2. <u>New handicap railing for outdoor ramp</u>	<u>2,850.00</u>
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:

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

Thele Fabrication and
Welding, Inc.
12516 Sportsman Road
Highland, IL 62249 US



Invoice 13287

BILL TO
Wells Family

DATE
10/14/2024

PLEASE PAY
\$2,850.00

DUE DATE
10/14/2024

821 Main

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/14/2024	Service fabricate aluminum handicap ramp rail simpler to rail on township building for building across street from Tullian's west side ramp both sides of ramp ramp 17 long 4 foot wide fabrication powder coated semi gloss black installed 50 % down at time of order remainder on completion	1	2,850.00	2,850.00

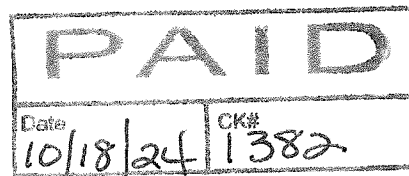
Ordered by

Thank you for your business.

TOTAL DUE

\$2,850.00

THANK YOU.





Receipt of Funds: 10000.00

Issuer	Amount	Check Number	Date	Initials
Carroll County Health LLC	\$21,300.00	1311	4-21-2024	JL
Paid In Full				

Acceptance of Funds

The above payment(s) have been released to my H&F Exteriors Project Manager/Representative. I understand and agree that if I have issued a personal or business account check that is returned for insufficient funds, I will pay a \$25 processing fee per check.

[Signature]

Client Signature

[Signature]

H&F Project Manager Signature

4-24-2024
Date

4-24-2024
Date

821 Main Siding and windows 21,300.00

Corranmore US Bank Operating(4088) - 4 21,300.00

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 Roy Wells (“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 821-825 Main Street, Highland, IL ("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 estimated costs, including:

1. Siding & Windows - \$47,584.00
2. Handicap Railing for Outdoor Ramp - \$2,850.00

Total Estimated Project Costs: \$50,434.00

("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, whichever amount is less based on final approved costs of the Project; and

WHEREAS, under the City Façade Improvement Program, Developer’s Project may be eligible for up to 25% of estimated costs, but Developer’s incentive under the City Façade Improvement Program is capped at \$10,000.00 in eligible 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 begin the Project or 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 incentive payment to be made to Developer from City 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 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 by City Council.

6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$75,000 in any given year; the cap for Façade Improvement Program incentives shall be \$75,000 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:

Corranmore Holdings LLC

Attn: Roy Wells
11747 Pocahontas Road
Highland, IL 62249

City of Highland

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

DEVELOPER:

Roy Wells, Owner

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Director of Economic Development
CC: Mayor and City Council
Date: December 12, 2024
Re: Approval of Façade Improvement Program Agreement with Corranmore Holdings LLC for project located at 1011 Washington Street.

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Corranmore Holdings LLC for project located at 1011 Washington Street.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$40,432.00.

FISCAL IMPACT: Developer will be eligible for a maximum of \$10,000.00 (25% of estimated eligible project costs or \$10k maximum) to be reimbursed after invoices have been submitted. Reimbursement will be issued from Business District A.

RESOLUTION NO. _____

**RESOLUTION APPROVING APPLICATION AND AWARDING
CERTAIN FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND
FAÇADE IMPROVEMENT PROGRAM TO CORRANMORE HOLDINGS LLC
FOR 1011 WASHINGTON STREET, HIGHLAND, ILLINOIS**

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, Corranmore Holdings LLC (“Developer”) is the owner of 1011 Washington Street, 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. Garage Doors/Windows - \$13,275.00
2. Veneer on Front Facade - \$15,500.00
3. Garage Door/Window Install - \$2,860.00
4. Framing - \$2,583.00
5. Equipment Rental - \$1,169.00
6. Gutter Repair - \$4,900.00
7. Paint - \$145.00

Total Estimated Project Costs: \$40,432.00

(“Project”); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to a \$10,000.00 cap; 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, 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 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 and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

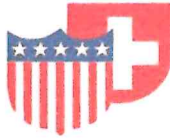
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Façade Improvement Program Application

Property Address: 1011 Washington St

Owner Name: Corranmore Holdings Phone Number: 618-514-7527

Address: 11747 Pocahontas Rd Email: raywells@me.com

Current Tenant(s): Maroon Bridal

Estimated Project Cost: \$40,432

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

Proposed Improvements	Estimated Cost Per Improvement
1. Garage Door/windows	13,275
2. New Veneer on front facade	15,500
3. Garage Door/window install	2,860
4. Framing around windows	2,583
5. Suckbelt equip rental	1,169
6. Flashing + gutter repair	4,900
7. Paint	145
8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:

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

Jerry Aulbach Construction
1125 Winter Lake Drive
St. Louis, MO 63026

pd 3/6/23
CK #1056

INVOICE

Location: 1011 Washington St, Highland IL 62249

Product Purchase:

2 - 10 x 12 Prodoor 1101, PC Black, 31 inch High Lift. TS, BM \$13,275

TOTAL DUE

\$13,275

Price does not include labor cost
Price does not include permits
Please make checks payable to Jerry Aulbach

Corranmore Holdings LLC, Laurel
03/06/2023 Gerald W Aulbach

1056

Reimbursement for Garage Doors-Yogi's

13,275.00

Corranmore US Bank Operating(4088) - 4 Reimbursement Garage Doors

13,275.00

JERRY AULBACH CONSTRUCTION

8917 Eden ave, St. Louis MO 63123

314-537-2688

Bid

Maroon Bridal
1011 Washington Street
Highland, IL 62249
(debbie@cpsfixed.com)

- Wrap around garage doors, replace Styrofoam where needed
- Install reinforced mesh along lower form part around garage doors and entry door
- Install veneer face over complete flat surface
- Install new E.F.I.S finish coat over flat surface, color to be chosen by customer

Total \$ 15,500.00

1/3 downpayment

1/3 after base coat

Remainder due on day of completion

1. \$5166
2. \$5167
3. \$5167

Price includes labor and material cost

Price does not include any permits or plans

Please make checks payable to Jerry Aulbach.

INVOICE

ARBOGAST CONTRACTING
SAINT LOUIS, MO 63105
PHONE: 314-328-0804
EMAIL: info@kirkthebuilder.com

DATE: 12/27/2023
QUOTE # _____

TO Name: Corranmore - Yocis
Address: Wasington ST.
City, State, Zip: Highland, IL
Phone: 62249
Email: ATTN: Roy Wells (618) 514-7527
Roywells@me.com

PAID	
Date 12/29/23	CK# 1232

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Stated Below	On Receipt

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
2		INSTANT GARAGE DOORS 12x10			
		Customer Supplied Doors + all hardware to installers			
					\$
			SUBTOTAL		2860
			DEPOSIT RECEIVED*		N/A
			BALANCE \$		2860-

All Terms Accepted By: _____

Please make Checks payable to Arbogast Contracting; Cash and Credit Cards also accepted.

*Payment Terms: 1/3 Deposit Payment: _____

1/3 Progress Payment: N/A

1/3 Final Payment: _____

TERMS AND CONDITIONS ON NEXT PAGE

THANK YOU FOR YOUR BUSINESS!



DATE: 12/11/2023
QUOTE # 234

TO Name: Corrannerella
Address: 1001 Washington St.
City, State, Zip: Highland, IL 62249
Phone: 618-514-2527
Email: Aron.Fay@Wells

PAID	
Date 12/13/23	CK# 1194

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
	Y6615				Stated Below	In Receipt

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
2		10615 Garage Door Framing			
				SUBTOTAL	
				DEPOSIT RECEIVED*	
				BALANCE*	

TERMS AND CONDITIONS ON NEXT PAGE

THANK YOU FOR YOUR BUSINESS!

PAID
12/14/73
#1194

INVOICE
SEND ALL PAYMENTS TO:SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO. 160937162-0001

897945

11/01/24

1 of 1

INVOICE TO

FINLEY, JOE

160937162

1oz - 5463 - 5519

CORRANMORE HOLDINGS LLC
823 MAIN ST
HIGHLAND, IL 62249-1925

NR

1 - OLD YOGYS BUILDI

JOB ADDRESS

OLD YOGYS BUILDING
1011 WASHINGTON ST
HIGHLAND, IL 62249 1645O'FALLON IL PC1187
8520 US HIGHWAY 50
LEBANON, IL 62254 2526
618-589-7240

618-882-6402

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
1.00	25-26' ELECT SCISSOR NARROW	250.00	250.00	630.00	1260.00	630.00
	10155924 Make: SKYJACK Model: SJIII 3226 Ser #: 27044839					
	HR OUT: 184.000 HR IN: 185.100 TOTAL: 1.100					
	Billed from 10/18/24 thru 10/24/24					

Rental sub-total: 630.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG	EA	64.750	64.75
	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	9.450	9.45
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE			
1	RENTAL PROTECTION PLAN	EA		94.50
	DELIVERY CHARGE			185.00
	PICKUP CHARGE			185.00

FINAL BILL: 10/18/24 09:00 AM THRU 10/24/24 06:00 PM.

1,168.70

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30

Invoices not paid within 30 days may be subject to a 1-1/2%
per month charge.

INVOICE TOTAL

1,168.70

RENTAL RETURN

INVOICE

ARBOGAST CONTRACTING

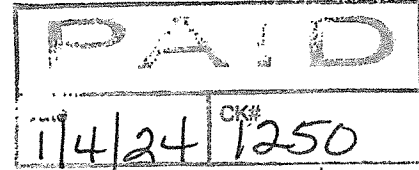
SAINT LOUIS, MO 63105 1434 Laurel

PHONE: 314-328-0804

EMAIL: info@kirkthebuilder.com

DATE: 1/3/2024
QUOTE # _____

TO Name: Corran more
Address: 821 Main St.
City, State, Zip: Hickland, IL 62249
Phone: 618-514-7527
Email: Roy



SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Stated Below	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		TERRACE OFF, Roof Now Single INSTRUCTION Repair Any Necessary Sealing, Flash STICK	-	\$	4900
				SUBTOTAL	
				DEPOSIT RECEIVED*	\$
				BALANCE*	4900.00

All Terms Accepted By: _____

Please make Checks payable to Arbogast Contracting; Cash and Credit Cards also accepted.

*Payment Terms: 1/3 Deposit Payment:

1/3 Progress Payment: 2211

1/3 Final Payment: _____

TERMS AND CONDITIONS ON NEXT PAGE

THANK YOU FOR YOUR BUSINESS!

1011 Washington



SHERWIN-WILLIAMS.

GLEN CARBON Store 703297

4260 S STATE ROUTE 159 #2
GLEN CARBON IL 62034 3201
(618)288-1949
Fax (618) 288-1947
www.sherwin-williams.com

SALE 9:11am
Tran # 5641-4 10/18/24
E80/17520 10
Stephen

Order # OE0272134A703297
ALLIANCE BROTHERS
Account XXXX-2416-0
Job 1 ALLIANCE BROTHERS

6512-36366 A80W03151 GALLON A80W3151
SPR EXT FL EXTRA
3.00 @ 38.89 116.67
Color: SH7004 SNOWBOUND
CCE*Color Cost 02 32 64 128
N1 Raw Under - 2 1 -
Sher-Color Formula

181-0258 144630095 9 INCH
9 COLOSSUS 1
2.00 @ 11.09 22.18
Discount (% 15.00) -3.33

SUBTOTAL BEFORE TAX 135.52

7.100% SALES TAX:1-146203400 9.62
TOTAL \$145.14

VISA (VISA CREDIT) -145.14
C/C# XXXXXXXXXXXXX0182
Auth # 908111
Chip Read
No PIN
AID:A0000000031010

STORE HOURS
SUNDAY 10:00 AM - 4:00 PM
MONDAY - FRIDAY 7:00 AM - 6:00 PM
SATURDAY 8:00 AM - 5:00 PM

Purchases are subject to Sherwin-Williams
Terms and Conditions of Sale located at
sherwin-williams.com/terms-and-conditions.

All PEEL & STICK samples are final sale.
No returns or exchanges.

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 Corranmore Holdings LLC (“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 1011 Washington Street, Highland, IL ("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 estimated costs, including:

1. Garage Doors/Windows - \$13,275.00
2. Veneer on Front Facade - \$15,500.00
3. Garage Door/Window Install - \$2,860.00
4. Framing - \$2,583.00
5. Equipment Rental - \$1,169.00
6. Gutter Repair - \$4,900.00
7. Paint - \$145.00

Total Estimated Project Costs: \$40,432.00

("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, whichever amount is less based on final approved costs of the Project; and

WHEREAS, under the City Façade Improvement Program, Developer’s Project may be eligible for up to 25% of estimated costs, but Developer’s incentive under the City Façade Improvement Program is capped at \$10,000.00 in eligible 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 begin the Project or 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 incentive payment to be made to Developer from City 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 by City Council.
6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$75,000 in any given year; the cap for Façade Improvement Program incentives shall be \$75,000 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:

Corranmore Holdings LLC

Attn: Roy Wells
11747 Pocahontas Road
Highland, IL 62249

City of Highland

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

DEVELOPER:

Corranmore Holdings LLC, Owner

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Director of Economic Development
CC: Mayor and City Council
Date: December 12, 2024
Re: Approval of Façade Improvement Program Agreement with Kevin Dewaele for project located at 1005 Washington Street.

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Kevin Dewaele for project located at 1005 Washington Street.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$45,855.11.

FISCAL IMPACT: Developer will be eligible for a maximum of \$10,000.00 (25% of estimated eligible project costs or \$10k maximum) to be reimbursed after invoices have been submitted. Reimbursement will be issued from Business District A.

RESOLUTION NO. _____

**RESOLUTION APPROVING APPLICATION AND AWARDED
CERTAIN FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND
FAÇADE IMPROVEMENT PROGRAM TO KEVIN DEWAELE
FOR 1005 WASHINGTON STREET, HIGHLAND, ILLINOIS**

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, Kevin Dewaele (“Developer”) is the owner of 1005 Washington Street, 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. Signage - \$1,250.59
2. Construction - \$25,200.00
3. Painting - \$1,760.00
4. Windows/Door - \$14,710
5. Awning - \$2,700.00
6. Shutters - \$234.52

Total Estimated Project Costs: \$45,855.11

(“Project”); and

WHEREAS, under the City Façade Improvement Program, City will incentivize Developer up to 25% of eligible costs of the Project up to a \$10,000.00 cap; 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, 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 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 and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

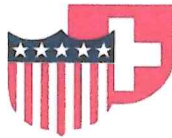
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Façade Improvement Program Application

Property Address: 1005 WASHINGTON

Owner Name: KEVIN DEWAELE Phone Number: 618-654-6836

Address: 39 STONE DR Email: KEVIN.DEWAELE@EDWARDJONES.COM

Current Tenant(s): EDWARD JONES

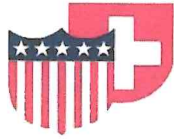
Estimated Project Cost: \$52,468

Requested Reimbursement Amount (max 25% of Project Costs): 10,000

Proposed Improvements	Estimated Cost Per Improvement	
1. DIGITAL ARTS - SIGNAGE	1250 ⁵⁹	PD
2. LOYET ARCHITECTS - ARCHITECT PLAN	880 ⁰⁰	PD
3. CITY PERMIT	300 ⁰⁰	PD
4. BECKLINE PAINTING - OUTSIDE	1760 ⁰⁰	PD
5. EBECKER ELECTRIC MOVE SWITCHES OUTLETS	700 ⁰⁰	PD
6. TRAUBE AWNING - NEW AWNING	2100 ⁰⁰	PD
7. GELLY EXCAVATING - GENERAL CONSTRUCTION	25,200 ⁰⁰	PD
8. SHUTTERS RPLUMBER	234 ⁵²	PD
9. KENNY HEIMSATH - DRYWALL & INSIDE PAINTING	1610 ⁰⁰	PD
10. ST JACOB GLASS - WINDOWS & DOOR	14,710 ⁰⁰	PD
11. LUITJOHAN FLOORING -	3000 ⁰⁰	EST
12. LOCKS A2Z - REKEY FRONT DOOR	123 ⁰⁰	PD

Please attach the following and label as numbered attachments:

Error! Unknown document property name.



City of Highland

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

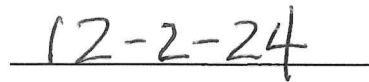
Attachment #2: Proposed rendering

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



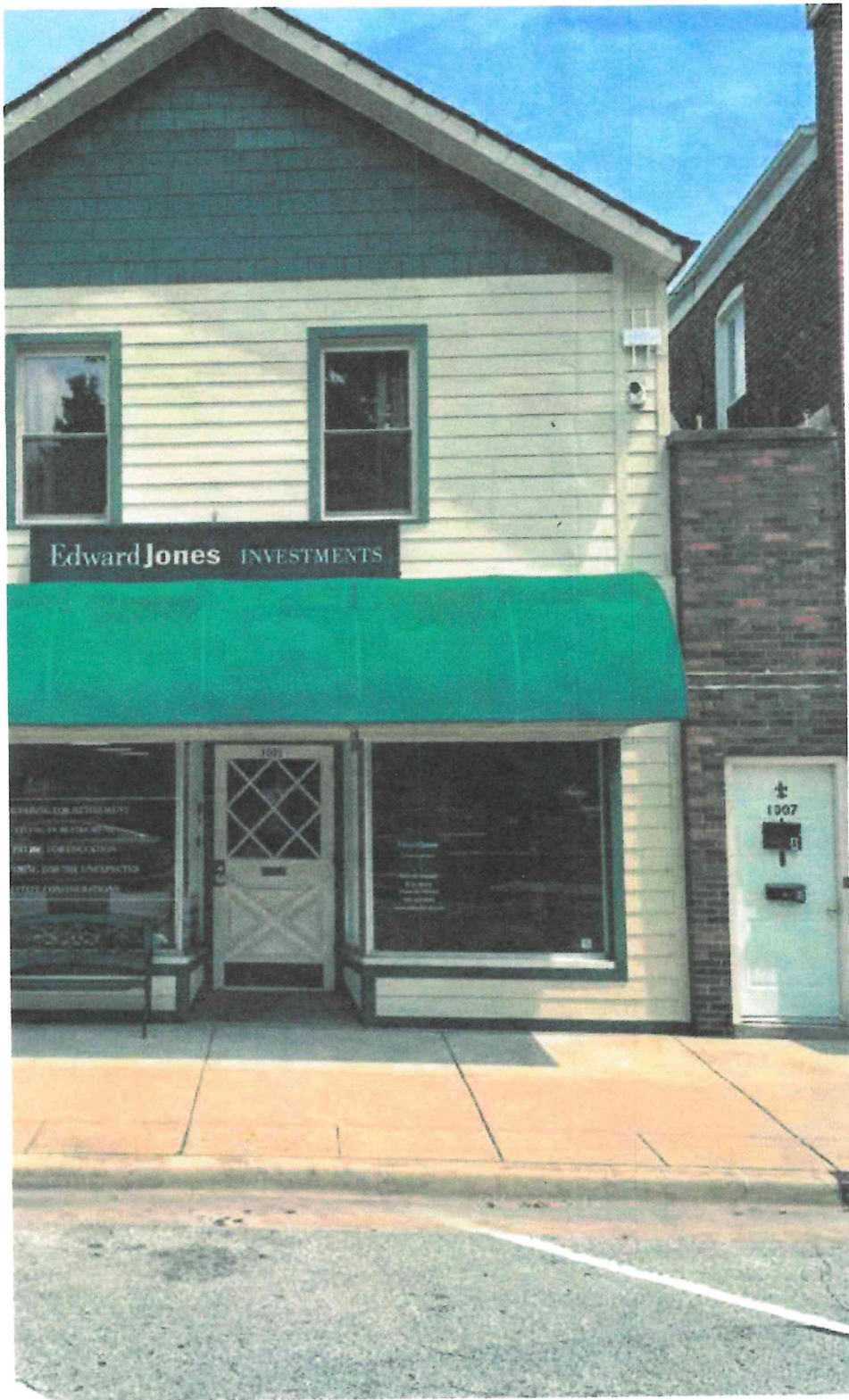
Date

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



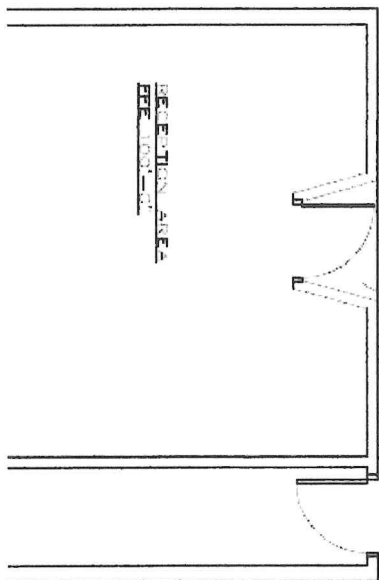
Edward Jones

1005



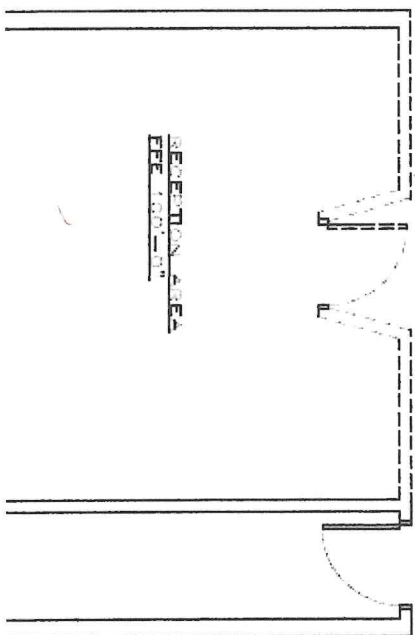
EXISTING STOREFRONT
RAVE UP 9"
STONE SILL

RECEPTION AREA
OFF 100'-0"



REMOVE EXISTING STOREFRONT
ENTRY AND STONE SILL

RECEPTION AREA
OFF 100'-0"



EXISTING FLOOR PLAN

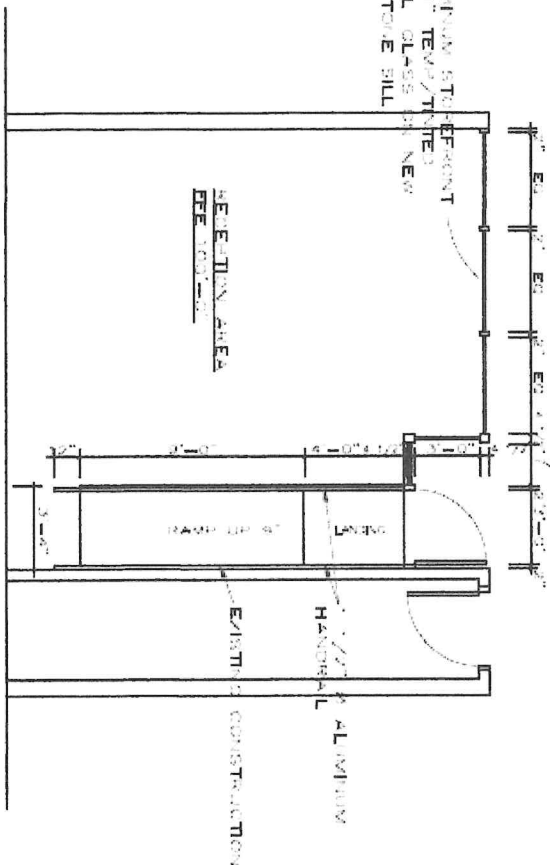
SCALE

1/4" = 1'-0"

EXISTING STAIRWELL

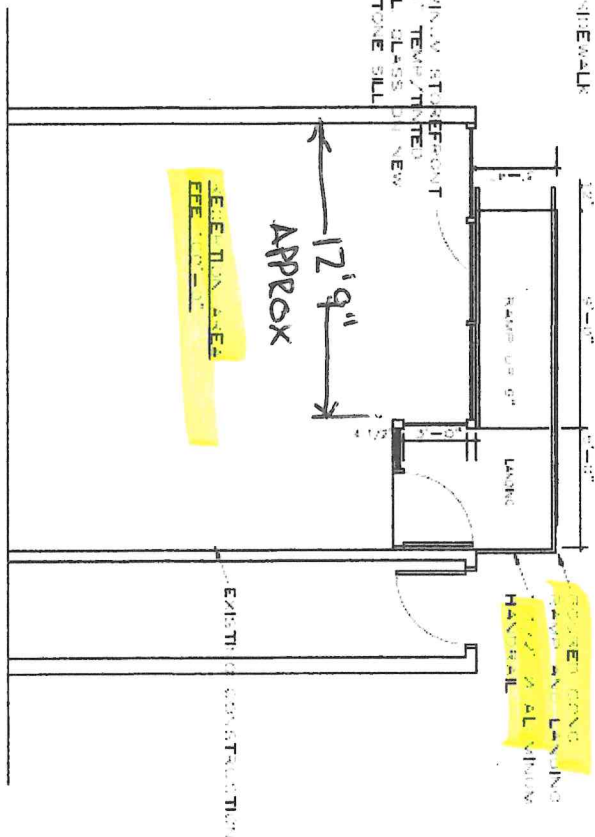
ALUMINUM STOREFRONT
W/ 1" TEmP/INTED
INSUL GLASS ON NEW
9" STONE SILL

RECEPTION AREA
OFF 100'-0"



ALUMINUM STOREFRONT
W/ 1" TEmP/INTED
INSUL GLASS ON NEW
9" STONE SILL

RECEPTION AREA
OFF 100'-0"



DEVO FLOOR PLAN

SCALE

1/4" = 1'-0"

FLOOR PLAN

SCALE

1/4" = 1'-0"

A-2

Loyd
ARCHITECTS

DATE: 10-1-00
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PROJECT: [Signature]
SHEET: [Signature]
DATE: 10-1-00
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

FLOOR PLAN - ALLEVATE

SCALE

1/4" = 1'-0"



Changing the face of signs
digitalartz.us

305 Forest Drive
Highland, IL 62249
(618) 651-1500

ESTIMATE

EST-17438

Payment Terms: Cash Customer

DESCRIPTION: New Sign panel / building concept

Bill To: Edward Jones Investments
1005 Washington Street
Highland, IL 62249
US

Pickup At: Digitalartz
305 Forest Drive
Highland, IL 62249
US

Requested By: Kevin Dewaele
Email: kevin.dewaele@edwardjones.com
Work Phone: (618) 654-6836

Salesperson: House Main Location

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 New Sign Face - For Existing Cabinet	1	\$673.59	\$673.59
1.1 Polycarbonate 3/16" - Part Qty: 1 Width: 120.00" Height: 18.00" Sides: 1			
1.2 Oracal 8500 Translucent Vinyl - Part Qty: 1 Width: 120.00" Height: 18.00" Labor: Easy Weed (90)			
1.3 Oracal 651 - Color - Part Qty: 1 Width: 120.00" Height: 18.00" Labor: Easy Weed (90)			
2 Sign installation	1	\$340.00	\$340.00
2.1 Installation - - # of Hours: 4			
Text: Installation of new sign face in existing cabinet Paint cabinet black Dispose of old sign face			
3 Artwork	1	\$85.00	\$85.00
3.1 Artwork Layout & Setup Fee - - # of Hours: 1			
Text: Building layout and concept			
4 Under awning sign panel	1	\$84.69	\$84.69



ACP 6mm - White -

Part Qty: 1

Width: 24.00"

Height: 6.00"

Sides: 1

Text: Under awning sign panel

1/4" ACP with graphics on both sides

Clip hangers to hang under awning

4.2 Digitally printed Orajet 3551 HPI -

Part Qty: 2

Width: 24.00"

Height: 6.00"

4.3 Overlaminates- OraGauard 290 Gloss 2 mil Laminate -

Part Qty: 2

Width: 24.00"

Height: 6.00"

4.4 Miscellaneous (V) -

Part Qty: 2

Subtotal: \$1,183.28

Taxes: \$67.11

Grand Total: \$1,250.39

Thank you for the opportunity to provide this estimate.

This estimate is good for 30 days. A 50% deposit is required for work (design/production) to begin. Balance due upon completion.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signature:

Date:

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1959

62-15/311

4151401017

9-11-24

Date

Pay to the
Order of

DIGITAL ARTZ

SIX HUNDRED TWENTY FIVE AND 39/100 \$ 625.39

E ☐
C ☐

Edward Jones

Payable at:
701 Mount Road
King of Prussia, PA 19406

For

⑆03⑆1⑆00⑆157⑆ 1875810837⑆

1959

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1952

62-15/311

4151401017

8-2-24

Date

Pay to the
Order of

DIGITAL ARTZ

SIX HUNDRED TWENTY FIVE AND NO \$ 625.00

E ☐
C ☐

Edward Jones

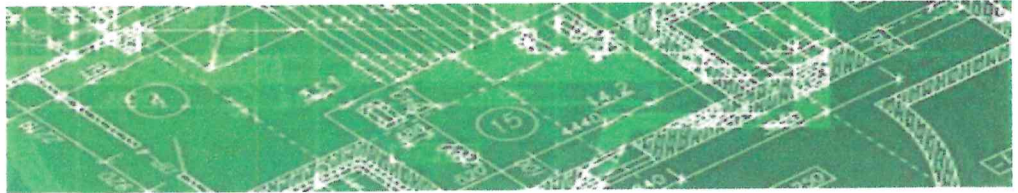
Payable at:
701 Mount Road
King of Prussia, PA 19406

For

DOWN PAYMENT

⑆03⑆1⑆00⑆157⑆ 1875810837⑆

1952



June 27, 2024

Kevin Dewaele
Edward Jones
1005 Washington Street
Highland, IL 62249

2

RE: ADA Improvements
Job # 2440

ARCHITECTURAL SERVICES thru June 27, 2022:

Architect – 5 hours@ 150/hr.:\$750.00
Cad operator - 2 hours @ 65/hr.:\$130.00

Amount Due This Statement.....\$ 880.00

Sincerely,

Matthew D. Loyet, President
Loyet Architects

CHK # 2283

902 WALNUT STREET
HIGHLAND, IL 62249
618-654-2328
loyet-architects.com

INVOICE (INV-00002876)
FOR CITY OF HIGHLAND

BILLING CONTACT
KEVIN DEWAELE
1005 WASHINGTON ST
HIGHLAND, IL 62249



INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00002876	08/21/2024	09/20/2024	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
CRAR-0824-0061	Limited Permit Comm/Ind/Multi-Famiyl Remodel	\$300.00
1005 Washington St Highland, IL 62249		SUB TOTAL \$300.00

REMITTANCE INFORMATION
City of Highland P.O. Box 218 Highland, IL 62249

TOTAL **\$300.00**

PAID
MASTERCARD
8-21-24
(3)

Bickline Painting

INVOICE

345 Sunflower Dr.
Highland, Il. 62249

618-709-6133

SOLD TO:
Edward Jones
1005 Washington st
Attn: Kevin Dewaele

INVOICE NUMBER 536789
INVOICE DATE November 1, 2024

SHIPPED TO: N/A

PREPAID or COLLECT

0

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Painted the Facia, soffits, around the windows and some of the lower trim all black. Painted the top half, the cedar shake siding all a dark gray color. Painted all of the lower siding the lighter gray color Removed all of the citys christmas lights to paint, then had to put christmas lights back on the building. Rented a boom lift for one day Price includes all paint materials and Labor		<div>1,760.00</div>
		SUBTOTAL	1,760.00
		ayment	
			\$1,760.00
			PAY THIS AMOUNT

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1973
62-15/311

4751401017

11/1/24 Date

Pay to the Order of BICKLING PAINTING \$1760.00
ONE THOUSAND SEVEN HUNDRED SIXTY AND NO/100 DOLLARS

Photo
Safe
Deposit
Labels on back

E ☐
C ☐

Edward Jones

Partners of
The Edward Jones
King of Prussia, PA 19380

For BUILDING

Kevin Dewaele

0311001570 1875810837 1973

INVOICE

EBecker Electric LLC
8071 Northland Dr.
Brees, IL 62230

ebecker.electric@gmail.com
+1 (618) 972-8459



Bill to
Kevin Dewaele
1005 Washington Street

Invoice details

Invoice no.: 1265
Invoice date: 11/04/2024
Due date: 12/04/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Labor and Materials	Moved switches in Edward Jones building. Cleaned up junction boxes and installed blank covers. Added outlet on north wall by entrance.		\$525.00	\$525.00

Total

\$525.00

Note to customer

PAID.

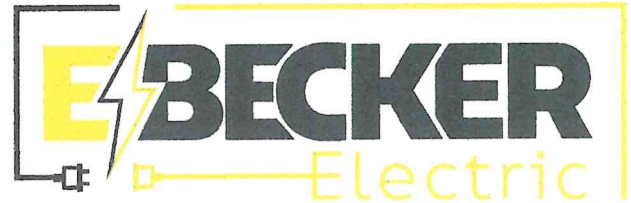
Thank you for your business.

PAID
11-4-24
#1974
(5)

INVOICE

EBecker Electric LLC
8071 Northland Dr.
Breese, IL 62230

ebecker.electric@gmail.com
+1 (618) 972-8459



Bill to

Kevin Dewaele
1005 Washington Street

Invoice details

Invoice no.: 1270
Invoice date: 11/19/2024
Due date: 12/19/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Labor and Materials	Edward Jones Office: Install light by doorway on its own switch. Installed wire and necessary boxes for light.		\$175.00	\$175.00

Total

\$175.00

Note to customer

PAID.

Thank you for your business.

PAID 11-19-24
#1977

INVOICE

TRAUBE OUTDOORS LLC
4 Fun Ln
Hartford, IL 62048-1506

steve@traubeawning.com
+1 (618) 288-8795
www.traubeawning.com

Bill to

Kevin Dewaele
Edward Jones
1005 Washington Street
Highland, IL 62249

Ship to

Kevin Dewaele
Edward Jones
1005 Washington Street
Highland, IL 62249

Invoice details

P.O. Number: Quote # 159

Invoice no.: 03132175

Terms: Net 30

Invoice date: 11/20/2024

Due date: 12/20/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Awning Recovered	Awning Recovered	1	\$2,700.00	\$2,700.00
Total					\$2,700.00

6

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1978

62-15/311

4151401017

11-21-24
Date

Pay to the
Order of

TRAUBE OUTDOORS \$2700.00

TWO THOUSAND SEVEN HUNDRED AND NO DOLLARS

Photo
Safe
Deposit
Details on back

E
C

Edward Jones

Payable at:
760 Moore Road
King of Prussia, PA 19406

For

AWNING INVOICE 3132175 Kevin M. Dewaele

0311001570 18758108371 1978



Invoice

13297 Plocher Way
Highland, IL 62249
618-654-3917
info@gellyexcavating.com
www.gellyexcavating.com

Invoice Number
11268
Invoice Date
12/2/2024

Bill To: Kevin Dewaele
39 Stone Dr
Highland, IL 62249

Re: DeWaele Entrance
Edwards Jones entrance

		Payment Terms	Due Date
		Net 30 Days	1/1/2025
Date	Quantity	Description	Price
	1.00	Entrance work at Edward Jones building	25,200.00

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1984
62-15/311

4151401017

12-3-24
Date

Pay to the
Order of

GELLY EXCAVATING & CONSTRUCTION \$ 25,200
TWENTY FIVE THOUSAND TWO HUNDRED AND NO DOLLARS

E
C

Edward Jones®

Payable at
760 Moore Road
King of Prussia, PA 19406

For

#11268

ENTRANCE
REMODEL

Kevin Dewaele

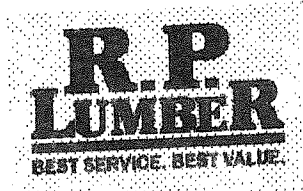
⑆031100157⑆ 1875810837⑈ 1984

Photo
Safe
Deposit®
Details on back

7

Subtotal	\$	25,200.00
Sales Tax (if applicable)	\$	0.00
Total Due	\$	25,200.00

Thank you for your business!



Highland, IL +4100
12603A IL Route 143 IN# 3118798
Highland, Illinois 62249 11/18/2024
Phone: 618-654-3303 12:36

2 PANEL EQUAL 14 3/4" X 63" BLACK SHUTTERS
zz_SOMILLWORK_9262
2 ea 105.10 / ea \$210.20

Sub Total 210.20
4101 18.60
Total 228.80

Paid By: Mastercard \$228.80



My R.P. members can
view receipts, point balances, and rewards at
RPLumber.com/rewards - JOIN TODAY!

R.P. Lumber-Highland IL
12595 IL ROUTE 143
HIGHLAND, IL 62249
6186543303
[HTTPS://WWW.RPLUMBER.COM](https://www.rplumber.com)

Cashier: Highland
Transaction 101018

Total \$228.80
Credit card 2.5% \$5.72
surcharge
CREDIT CARD SALE \$234.52
MASTERCARD 9778

Retain this copy for statement
validation

To cover the cost of accepting
credit cards, we collected a 2.5%
credit card surcharge.



18-Nov-2024 12:35:37P
\$234.52 | Method: EMV
MASTERCARD
XXXXXXXXXXXX9778
KEVIN M DEWAELE
Reference ID: 432300529496
Auth ID: 218158
MID: *****9887
AID: A0000000041010
AthNtwkNm: MASTERCARD

Online: <https://clover.com/p/KHYC3BQ4EMMBP>

Payment KHYC3BQ4EMMBP

Clover Privacy Policy
<https://clover.com/privacy>

905829

Statement		DATE <u>11-22-24</u>	TERMS
TO <u>Kevin Dewaele</u>			
IN ACCOUNT WITH			
<ul style="list-style-type: none"> - Drywall Finishing - Paint walls & Brick - Caulk ext. siding 			
Labor		1380	00
Materials		230	00
Total		1610	00
<u>Kenny Heimath</u>			
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT

adams DC5512

01-11

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1979
62-15/311

11/22/24 4151401017
Date

Pay to the
Order of

KENNY HEIMATH \$ 1610.00
ONE THOUSAND SIX HUNDRED TEN AND Dollars

E ☐
C ☐

Edward Jones

Payable at:
760 Moore Road
King of Prussia, PA 19406

For

OFFICE UPGRADE

Kenny Heimath

⑆031100157⑆ 1875810837⑆

1979

9

Photo
Safe
Deposit
Available here

Invoice



10073 Ellis Road
P.O. Box 291
St. Jacob, IL 62281

Date	Invoice #
11/19/2024	001-10760

Bill To
Kevin Dewaele

Ship To
Edward Jones 1005 Washington St. Highland, IL 62249

P.O. Number	Terms	Ship	Project
		11/19/2024	

Quantity	Item Code	Description	Price Each	Amount
1	JOB COMPLETE	Install New Storefront Windows and Doors	14,710.00	14,710.00

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1976
62-15/311

4151401017
11-19-24
Date



Pay to the Order of St. JACOB GLASS \$ 14,710.00
FOURTEEN THOUSAND SEVEN HUNDRED TEN & 00/100 Dollars



\$14,710.00

E ☐ Edward Jones®
C ☐ Payable at:
7th Moon Road
King of Prussia, PA 19406
For WINDOWS & DOOR

Kevin M Dewaele

⑆031100157⑆ 1875810837⑆ 1976

LUITJOHAN FLOORING
12-2-24

2 BOXES FLOORING
LABOR TO INTALL

\$3000

ESTIMATE

11

LOCKS A 2 Z INC.

P.O. BOX 368
MARYVILLE, IL 62062
618 779 0430

Invoice

Date	Invoice #
11/17/2024	12854

TERRY

Bill To
EDWARD JONES KEVIN DEWAELE 1005 WASHINGTON ST HIGHLAND IL. 62249

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	REKEY LOCK FRONT DOOR TO MATCH EXISTING KEY	18.00	18.00
1	LABOR TO REMOVE AND REPLACE	10.00	10.00
1	SERVICE CALL TO LOCATION	95.00	95.00
	Sales Tax	7.10%	0.00

12

KEVIN M DEWAELE
BUILDING EXPENSES
39 STONE DRIVE
HIGHLAND, IL 62249-2847

1981
62-15/311

11/25/24
4151401017
Date

Pay to the
Order of

LOCKS A 2 Z

\$ 123.00

ONE HUNDRED TWENTY THREE AND NO/100 DOLLARS



E ☐
C ☐

Edward Jones

Payable at:
760 Monroe Road
King of Prussia, PA 19406

Kevin M Dewaele

For _____

\$123.00

⑆031100157⑆ 1875810837⑈ 1981

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 Kevin Dewaele (“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 1005 Washington Street, Highland, IL ("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 estimated costs, including:

1. Signage - \$1,250.59
2. Construction - \$25,200.00
3. Painting - \$1,760.00
4. Windows/Door - \$14,710
5. Awning - \$2,700.00
6. Shutters - \$234.52

Total Estimated Project Costs: \$45,855.11

("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, whichever amount is less based on final approved costs of the Project; and

WHEREAS, under the City Façade Improvement Program, Developer’s Project may be eligible for up to 25% of estimated costs, but Developer’s incentive under the City Façade Improvement Program is capped at \$10,000.00 in eligible 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 begin the Project or 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 incentive payment to be made to Developer from City 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 by City Council.
6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$75,000 in any given year; the cap for Façade Improvement Program incentives shall be \$75,000 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:

Edward Jones

Attn: Kevin Dewaele
1005 Washington Street
Highland, IL 62249

City of Highland

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

DEVELOPER:

Kevin Dewaele, Owner

CITY OF HIGHLAND, ILLINOIS:

Christopher Conrad, City Manager

ORDINANCE NO. _____

**ORDINANCE APPROVING REAL ESTATE REZONING FOR PROPERTY LOCATED
AT PIN 01-1-24-07-00-000-002, PIN 01-1-24-06-00-000-025.002, AND PIN 01-1-24-06-00-
000-020, HIGHLAND, ILLINOIS, FROM “R-1-C” SINGLE FAMILY RESIDENCE TO
“I” INDUSTRIAL**

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, Highland Affordable Solar, LLC (hereinafter “Applicant”), is proposing to develop property located at the following PIN’s into a solar farm:

PIN 01-24-07-00-000-002;
PIN 01-1-24-06-00-000-025.002; and
PIN 01-1-24-06-00-000-020

(hereinafter “Land”); and

WHEREAS, prior to developing the Land, Applicant is requesting to rezone the Land to “I” Industrial; and

WHEREAS, Applicant, pursuant to §90-83 of the *Code of Ordinances, City of Highland*, has submitted an application requesting a real estate zoning map amendment to the City of Highland Official Zoning Map, concerning the Land (*See Zoning Map Amendment Rezoning Application attached hereto as Exhibit A*; and *see Combined Planning and Zoning Board Staff Report attached hereto as Exhibit B*); and

WHEREAS, Applicant’s application requests that the Land be rezoned from “R-1-C” Single Family Residence to “I” Industrial, and that the City of Highland Official Zoning Map be amended to indicate that change in zoning classification; and

WHEREAS, the Combined Planning and Zoning Board (“CPZB”) of City held a properly noticed public hearing on December 4, 2024, and has submitted its advisory report, attached hereto as **Exhibit C**; and

WHEREAS, the CPZB’s advisory report advises the City Council to approve Applicant’s rezoning request for the Land (*see Exhibit C*); and

WHEREAS, City has determined it should approve the Land being rezoned as stated herein; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents required to rezone the Land as stated herein.

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. Pursuant to §90-82 of the Zoning Code of the *Code of Ordinances, City of Highland*, the Land shall be rezoned from “R-1-C” Single Family Residence to “I” Industrial.

Section 3. The City of Highland Official Zoning Map is hereby amended to indicate that change in zoning classification – from “R-1-C” to “I” – with respect to the Land in question.

Section 4. 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 _____, 2024, the roll call vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

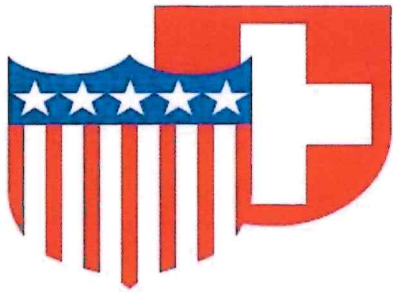
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BUILDING AND ZONING DIVISION

ZONING MAP AMENDMENT (REZONING) APPLICATION

A proposal for a change in district classification (rezoning) may be initiated by either the City Council, the Combined Planning and Zoning Board or by application of the owner of property affected.

1. Pre-Application Conference: A pre-application conference shall be required prior to submission of any application for rezoning pursuant to Section 90.057.
2. Application & Fee: A proposal for a zoning map amendment shall be filed with the Administrative Official on forms provided herein along with a \$250.00 review and processing fee as required pursuant to Section 90.067 of the City's Zoning Code. An application shall not be scheduled for public hearing until the application form has been fully completed, the filing fee paid, and all required information submitted.
3. Public Notice - City: The Office of the Administrative Official shall be responsible for having an official notice of the public hearing published in a newspaper of general circulation at least fifteen (15) days prior to the hearing. The Office of the Administrative Official shall be responsible for following the administrative procedures for a zoning district amendment as prescribed in the adopted zoning regulations. The notice shall fix the time and place of the hearing and shall describe generally the change requested.
4. Notice to Neighbors - City: It shall be the City's responsibility to submit a notice of intent to surrounding property owners by regular mail **no less than 15 days prior to the scheduled meeting date**. The notice shall contain the time and place of the public hearing and a statement regarding the purpose of the hearing, including, but not limited to, the location of the subject property(s) being considered for rezoning, the existing and proposed zoning classifications and proposed uses for the site. (Notice must entail a minimum of 250 feet from the applicant's property lines).
5. Public Hearing: The Combined Planning and Zoning Board shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. At the hearing any interested party may appear and testify, either in person or by duly authorized agent or attorney. The public hearings are held in City Hall located at 1115 Broadway, Highland, IL in the Council Chambers.
6. Combined Planning and Zoning Board Recommendation: The public hearing may be adjourned from time to time and upon its conclusion, within a reasonable time after the public hearing on a zoning amendment the Combined Planning and Zoning Board shall submit their advisory report to the Council. This recommendation shall be submitted along with an accurate record of the public hearing. The report shall state the Combined Planning and Zoning Board recommendations regarding adoption of the proposed amendment, and their reasons for said action. If the effect of the proposed amendment would be to alter district boundaries or to change the status of any use, the Combined Planning and Zoning Board shall include in their advisory report findings of fact concerning each of the following matters:
 - a. Existing use and zoning of the property in question;
 - b. Existing use and zoning of other lots in the vicinity of the property in question;
 - c. Suitability of the property in question for uses already permitted under existing

requirements;

- d. Suitability of the property in question for the proposed uses;
 - e. The type, density and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned;
 - f. The effect the proposed rezoning would have on implementation of this City's comprehensive plan;
 - g. The effect the proposed use would have on public utilities and on traffic circulation on nearby streets;
 - h. Whether the proposed amendment is consistent with the City's Comprehensive Plan and this Chapter;
 - i. Whether the proposed amendment promotes the health, safety, quality of life, comfort and general welfare of the City;
 - j. Adequacy of public utilities, traffic circulation and other needed public services;
 - k. Compatibility of the proposed amendment to the existing character of the neighborhood;
 - l. The extent to which the zoning amendment may detrimentally affect nearby property; and
 - m. Suitability of the uses to which the property has been restricted under its existing zoning.
7. Decision by Council: The Council shall act on every proposed zoning amendment at their next regularly scheduled meeting following submission of the Combined Planning and Zoning Board' advisory report. Without further public hearing, the Council may pass any proposed amendment or may refer it back to the Combined Planning and Zoning Board for further consideration, by simple majority vote of all the members then holding office.
8. Appeal: The favorable vote of at least two-thirds of all the members of the Council is required to pass an amendment to this chapter when the proposed amendment is opposed, in writing, by the owners of 20 percent of the frontage proposed to be altered, or by the owners of 20 percent of the frontage immediately adjoining or across an alley there from, or by the owners of 20 percent of the frontage directly opposite the frontage proposed to be altered. (See 65 ILCS 5 /11-13-14.)

EXHIBIT "A"

Zoning Map Amendment Rezoning Application

Return Form to:

Administrative
Official City of
Highland 12990
Troxler Rd
Highland, IL 62249
(618) 654-9891
(618) 654-1901 (fax)

For Office Use Only

Date Submitted: 11/1/24
Filing Fees: \$250.00
Date Paid: 11/1/24
Date Advertised: 11/8/24
Date Notices Sent: 11/18/24
Public Hearing Date: 12/4/24
Zoning File #: BE202-1124-0018

APPLICANT INFORMATION:

Applicant: Highland Affordable Solar, LLC Phone: 404-351-8175 ext 132
Address: 190 Ottley Dr. NE Studio H Atlanta, GA Zip: 30324
Email Address: hjohnson@solamericaenergy.com
Owner: Duane Steiner on behalf of DSM Family, LLC Phone: 618-781-4437
Address: 12633 Fairway Cove Court, Fort Meyers, FL Zip: 33905
Email Address: dsteinerfarms@hotmail.com

PROPERTY INFORMATION:

1-1-24-07-00-000-002,
01-1-24-06-00-000-025.002,
Street Address or Parcel ID of Prop and 01-1-24-06-00-000-020 located on Highland RD, Highland, IL 62249

Property is Located In (Legal Description): Farmland

Present Zoning Madison County Agricultural Requested Zoning: Industrial Acreage: 99.3

Present Use of Property: Farmland

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Solar Array</u>	<u>Industrial</u>
South	<u>Farmland</u>	<u>Madison County - Agricultural</u>
East	<u>Farmland</u>	<u>Madison County - Agricultural</u>
West	<u>Korte Luitjohan Construction</u>	<u>Industrial</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes _____ No X If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes X No _____ If yes, explain: _____

Owner intends to construct a community-scale solar farm which is permitted in industrial zoning with a Special Use Permit.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? Yes X No _____
2. Is the proposed change consistent with the Future Land Use Map? Yes _____ No X

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description AND warranty deed of the property proposed to be rezoned. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
2. A current plat, site plan, survey, or other professional illustration.
3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
4. If the proposed zoning is a Planned Use or requires a special use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.
5. Application fee.
6. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc).

I HAVE READ AND UNDERSTAND THE ABOVE CITY OF HIGHLAND PETITION TO THE COMBINED PLANNING & ZONING BOARD REQUIREMENTS

Signed by: Anthony M. Yonnone SVP, Project Development
C8800601887D493...
Applicant's Signature

10/29/2024 | 8:03 PM EDT

Date

MEMORANDUM

To: City of Highland Combined Planning & Zoning Board

Meeting Date: December 4, 2024

From: Emily Calderon, AICP, Moran Economic Development

Location: PIN# 01-1-24-06-00-000-025.002, 01-1-24-06-00-000-020, and 01-1-24-07-00-000-002

Proposal: Rezoning, Special Use Permit, and Variances for Solar Energy Farm

Proposal Summary:

Highland Affordable Solar, LLC (190 Ottley Drive NE, Studio H, Atlanta, GA 30324) has submitted four separate requests for the property located at PIN# 01-1-24-06-00-000-025.002, 01-1-24-06-00-000-020, and 01-1-24-07-00-000-002, which is currently Zoned R-1-C.

Each of the four zoning requests (rezoning, special use permit, and two zoning variances) are related and will be discussed together in this Memo.

Rezoning (Zoning Amendment): Per Section 90-115 of the City's Zoning Ordinance, the property was brought into the City as R-1-C (Single Family Residential District). The applicant is requesting rezoning of the subject property to "I" (Industrial District), so that it can be used for a solar energy farm (with the appropriate special use permit).

Special Use Permit: Section 90-201 (Use Table) identifies Solar Energy Farms as a special use in the "I" Industrial District. The applicant is therefore requesting a Special Use Permit to operate the Solar Energy Farm on the subject parcel.

Zoning Variances:

1. Zoning Variance from Section 90-214(c)(6) in order to allow targeted screening placement. Areas to the east, south and west are not within 500' of residents. Screening would focus on northern facilities adjacent to property.
2. Zoning Variance from Section 90-214(c)(3) of the Zoning Code to allow all DC wiring (i.e., wiring between/connecting modules and connecting to either combiner boxes or inverters) and limited AC wiring (e.g., wires exiting the inverter prior going underground and transitions from underground or pad-mounted equipment to the utility's overhead distribution system) to be above-ground by necessity. All other wires/cables will be underground.

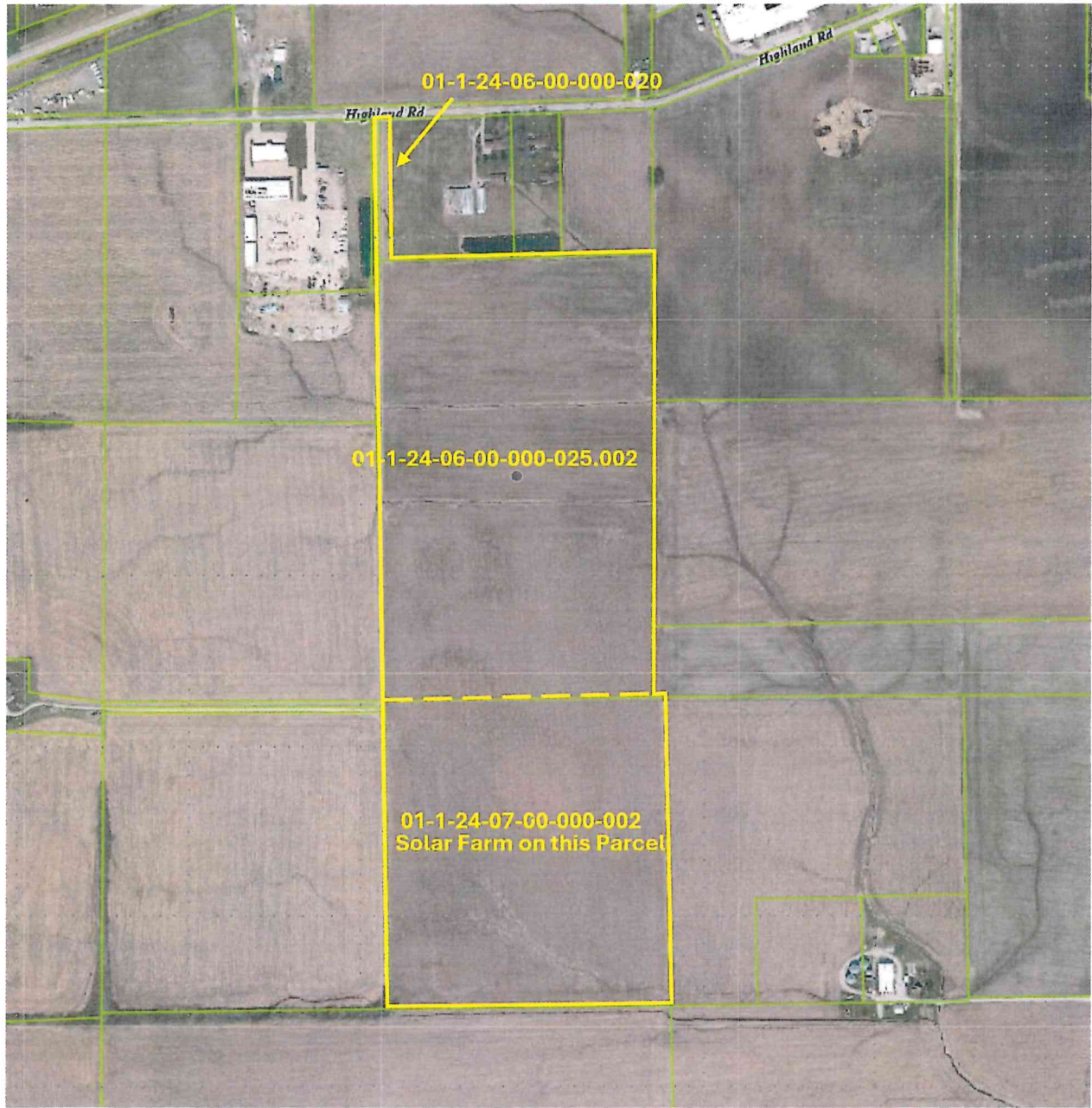
Comprehensive Plan Consideration:

The subject property is denoted as Non-Urban / Agricultural on the Comprehensive Plan's Future Land Use Map. Although the property is proposed to be zoned industrial, the passive use of a solar farm is aligned with the non-urban/agricultural land use category.

Land Use and Zoning of Surrounding Properties:

Direction	Land Use	Zoning
North	Residential / Agricultural	Madison County "B3" (Highway Business District) and Highland R-1-C
South	Agricultural	Madison County "A"
East	Agricultural	Madison County "A"
West	Agricultural	Madison County "A"

Site Location:



REZONING

Section 90-88 of the Zoning Code provides the following findings of fact which must be reviewed prior to the CPZB making a recommendation on the proposed rezoning:

1. Existing use and zoning of the property in question.

The subject property is currently Zoned R-1-C, Single Family Residential District.

2. Existing use and zoning of other lots in the vicinity of the property in question.

All land surrounding the proposed property is used for Agricultural purposes. Land on the west, south, and east unincorporated and zoned "A" (Agricultural) in Madison County, while land to the North is in the City of Highland and is zoned R-1C (Single Family Residential).

3. The extent to which the zoning amendment may detrimentally affect nearby property.

It is not anticipated that the zoning amendment would negatively impact nearby property.

4. Suitability of the property in question for uses already permitted under existing requirements.

While the current zoning will allow for single family development, it does not allow for solar farms. Recent trends of development in the area are toward Industrial Zoning districts for the development of solar farms.

5. Suitability of the property in question for the proposed uses.

The proposed use is a solar energy farm, which is a suitable land use for this tract.

6. The type, density and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned.

There is little to no development in the immediate vicinity of this parcel. Additionally, the future land use map identifies the future land use as "Non-Urban / Agricultural" and the proposed use as a solar farm is a passive use aligned with this land use category.

7. The effect the proposed rezoning would have on the implementation of this city's comprehensive plan.

The rezoning would not interfere with the implementation of the comprehensive plan.

8. The effect the proposed use would have on public utilities, other needed public services and traffic circulation on nearby streets.

The proposed use will not negatively impact public utilities, other public services, or traffic circulation.

9. Whether the proposed amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed amendment will adequately protect and promote the health, safety, quality of life, comfort, and general welfare of the City of Highland.



City of Highland
Building and Zoning

Exhibit "C"

COMBINED PLANNING & ZONING BOARD
Advisory Report for Rezoning Request and Reasons Therefore

Date Submitted: 11/1/2024
Filing Fees: \$250.00
Date Paid: 11/1/2024
Date Advertised: 11/14/2024
Date of Sent Notice: 11/13/2024
Public Hearing Date: 12/04/2024

On December 4, 2024, the City of Highland Combined Planning and Zoning Board, at its regular meeting, voted to recommend to the City Council approval / denial of a request for rezoning for the following:

Highland Affordable Solar, LLC (190 Ottley Dr. NE, Studio H, Atlanta, GA), is requesting a Zoning Amendment to rezone the property identified as 01-1-24-07-00-000-002, 01-1-24-06-00-000-025.002, and 01-1-24-06-00-000-020 (unaddressed on Highland Road) from "R1-C" Single Family Residential District to "I" Industrial District. The property contains approximately 98 acres in total.

In recommending Approval (action) of this request for rezoning, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation (Sec. 90-88. – Zoning amendments—Combined planning and zoning board factors for consideration.) and all other conditions listed for the proposed use in other sections of these regulations. With regard to those regulations in Sec. 90-88, the Combined Planning and Zoning Board offers the following findings of fact:

1. Existing use and zoning of the property in question.
The subject property is currently zoned "R-1-C" Single-Family Residential.
2. Existing use and zoning of other lots in the vicinity of the property in question.
All land surrounding the proposed property is used for Agricultural purposes. Land on the west, south, and east is unincorporated and zoned "A" Agricultural in Madison County, while land to the north is in the City of Highland and is zoned "R-1-C" Single-Family Residential.

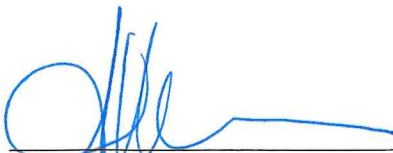
Direction	Land Use	Zoning
North	Residential / Agricultural	Madison County "B3" Highway Business District <i>and</i> City of Highland "R-1-C" Single-Family Residential
South	Agricultural	Madison County "A" (Agricultural)
East	Agricultural	Madison County "A" (Agricultural)
West	Agricultural	Madison County "A" (Agricultural)

3. The extent to which the zoning amendment may detrimentally affect nearby property.
It is not anticipated that the zoning amendment would negatively impact nearby property.
4. Suitability of the property in question for uses already permitted under existing requirements.
While the current zoning will allow for single family development, it does not allow for solar farms. Recent trends of development in the area are toward Industrial Zoning districts for the development of solar farms.
5. Suitability of the property in question for the proposed uses.
The proposed use is a solar energy farm, which is a suitable land use for this tract.
6. The type, density, and character of development in the vicinity of the property in question, including changes, if any, which may have occurred since the property was initially zoned or last rezoned.
There is little to no development in the immediate vicinity of this parcel. Additionally, the future land use map identifies the future land use as "Non-Urban / Agricultural" and the proposed use as a solar farm is a passive use aligned with this land use category.
7. The effect the proposed rezoning would have on implementation of the City's comprehensive plan.
The rezoning would not interfere with the implementation of the comprehensive plan.
8. The effect the proposed use would have on public utilities, other needed public services, and traffic circulation on nearby streets.
The proposed rezoning will not negatively impact public utilities, other public services, or traffic circulation.
9. Whether the proposed amendment promotes the health, safety, quality of life, comfort and general welfare of the City.
The proposed amendment will adequately protect and promote the health, safety, quality of life, comfort, and general welfare of the City of Highland.

In addition, the Combined Planning and Zoning Board found that the proposed use did / did not provide safeguards to assure its compatibility with the surrounding area.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the December 16, 2024, meeting of the City Council.

Conditions (if any): NONE


Anthony Walker

Chairperson of the Combined Planning and Zoning Board

12/4/24
Date

RESOLUTION NO. _____

**RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT
FOR A SOLAR FARM WITHIN THE “I” ZONING DISTRICT AT
PIN 01-1-24-07-00-000-002, PIN 01-1-24-06-00-000-025.002, AND PIN 01-1-24-06-00-000-
020, HIGHLAND, ILLINOIS**

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, Section 90-81 of the *Code of Ordinances, City of Highland*, provides that the City Council “may grant a special use permit by ordinance,” but requires that “In a separate statement accompanying any such ordinance, the Council shall state findings of fact, and indicate reasons for approving . . . the request for a special use permit;” and

WHEREAS, Highland Affordable Solar, LLC (190 Ottley Dr. NE, Studio H, Atlanta GA) (“Applicant”) has filed a Special Use Permit Application to allow for a Solar Farm within the “I” zoning district at the following PIN’s, in accord with the *Code of Ordinances, City of Highland*

PIN 01-1-24-07-00-000-002;
PIN 01-1-24-06-00-000-025.002; and
PIN 01-1-24-06-00-000-020

(hereinafter collectively referred to as “Property”); and

WHEREAS, a copy of the Special Use Permit Application is attached as **Exhibit A** and incorporated by reference as though fully set forth herein; and

WHEREAS, a copy of the Combined Planning and Zoning Board (“CPZB”) Staff Report is attached hereto as **Exhibit B** and incorporated by reference as though fully set forth herein; and

WHEREAS, **Exhibits A and B** were considered as part of the Special Use Permit Application by the CPZB; and

WHEREAS, the CPZB recommended approval of this Special Use pursuant to **Exhibits A and B** (*See* CPZB Determination of Special Use Permit, attached hereto as **Exhibit C**); and

WHEREAS, City Building Official has recommended that Applicant’s request for a Special Use Permit and conceptual site plan be approved by the City Council with certain conditions, as fully set out in the Memorandum dated December 16, 2024 in reference to same (*See* Memorandum, attached hereto as **Exhibit D** and incorporated by reference as thought fully set forth herein).

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

Section 1. The City Council makes the following findings of fact concerning the *procedures* followed to present the Special Use Permit Application (**Exhibits A, B**) for approval:

(a) The Administrator to whom the Special Use Permit Application was submitted referred the matter to the CPZB.

(b) The CPZB met in regular session on December 4, 2024, at 7:00 p.m., to consider and act upon the Special Use Permit Application.

(c) Public notice of the hearing to be held at the CPZB meeting was published pursuant to Illinois state law, and the applicant was notified of the hearing to be held at the meeting by first class mail, with postage thereon fully prepaid.

(d) At the hearing, the CPZB took and heard evidence, and the CPZB prepared and submitted its advisory report to the City Council recommending approval of the Special Use Permit Application.

(e) The City Council finds the steps recited above, in compliance with the *Code of Ordinances, City of Highland*, to be facts, and further finds and determines that the matters and proceedings to date are in accordance with the *Code of Ordinances, City of Highland*.

Section 2. The City Council makes the following findings of fact concerning the *merits* of the Special Use Permit Application (**Exhibits A, B and C**):

(a) The proposed Special Use will adequately protect the public health, safety, welfare and the physical environment of the surrounding area and the City of Highland.

(b) The proposed Special Use is consistent with the City of Highland's Comprehensive Plan.

(c) The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.

(d) There are no facilities near the proposed Special Use that require the need for special protection.

(e) The location – where the Special Use will be made pursuant to the Special Use Permit – is zoned “I”

(f) The granting of this Special Use Permit would be in the best interest of the City of Highland, and the Special Use Permit should be granted by ordinance.

Section 3. This resolution shall constitute the separate statement of findings of fact, supporting the granting of the Special Use Permit, required by Section 90-81 of the *Code of Ordinances, City of Highland*, and shall be permanently attached to the ordinance adopted granting the Special Use Permit.

Section 4. This resolution shall be known as Resolution No. _____ and shall be in full force and effect upon adoption.

This Resolution adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

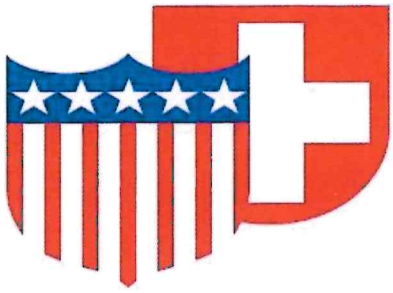
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BUILDING AND ZONING DIVISION

SPECIAL USE PERMIT APPLICATION

Certain uses, because of their special operational or physical characteristics, may or may not have a detrimental impact on nearby permitted uses, depending upon their precise location, manner of operation, and other factors. Such special uses require careful case-by-case review, and may be allowed only pursuant to the following requirements and procedures.

1. Pre-Application Conference: A pre-application conference shall be required prior to submission of any application for Special Use Permit pursuant to Section 90.057.
2. Application & Fee: A proposal for a zoning district amendment shall be filed with the Administrative Official on forms provided herein along with a \$200.00 review and processing fee as required pursuant to Section 90.067 of the City's Zoning Code. Additionally, any proposal to construct a non-residential structure greater than 2,500 square feet shall comply with the Site Plan Review Procedures contained in Article 13 herein. An application shall not be scheduled for public hearing until the application form has been fully completed, the filing fee paid, and all required information submitted.
3. Public Notice - City: The Office of the Administrative Official shall be responsible for having an official notice of the public hearing published in a newspaper of general circulation at least fifteen (15) days prior to the hearing. The notice shall fix the time and place of the hearing and shall describe generally the change requested.
4. Notice to Neighbors - City: It shall be the City's responsibility to submit a notice of intent to surrounding property owners by regular mail **no less than 15 days prior to the scheduled meeting date**. The notice shall contain the time and place of the public hearing and a statement regarding the purpose of the hearing, including, but not limited to, the location of the subject property(s) being considered for rezoning, the existing and proposed zoning classifications and proposed uses for the site. (Notice must entail a minimum of 250 feet from the applicant's property lines).
5. Public Hearing: The Combined Planning and Zoning Board shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. At the hearing any interested party may appear and testify, either in person or by duly authorized agent or attorney. The public hearings are held in City Hall located at 1115 Broadway, Highland, IL in the Council Chambers.
6. Combined Planning and Zoning Board Recommendation: The Administrator shall prepare an advisory report on every request for a special use permit and present said report to the Combined Planning and Zoning Board at the next regular Combined Planning and Zoning Board meeting. The Combined Planning and Zoning Board shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. In order to recommend approval or disapproval of a proposed special use permit, the Combined Planning and Zoning Board shall consider the following matters:
 - a. Whether the proposed amendment or special use is consistent with the City's comprehensive plan;
 - b. The effect the proposed amendment or special use would have on public utilities and on traffic circulation;

- c. Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;
 - d. The effect the proposed special use would have on the value of neighboring property and on this City's overall tax base;
 - e. The effect the proposed special use would have on public utilities; and
 - f. Whether there are any facilities near the proposed special use, such as schools or hospitals that require special protection.
7. Decision by Council: The City Council shall act on every request for a special use permit at their next regularly scheduled meeting following submission of the Combined Planning and Zoning Board's advisory report. Without further public hearing, the Council may grant a special use permit by an ordinance passed by simple majority vote of all members. In a separate statement accompanying any such ordinance, the Council shall state their findings of fact, and indicate their reasons for approving, with or without conditions, or denying the request for a special use permit.

EXHIBIT "A"
Special Use Permit Application

Return Form To:

Administrative Official
City of Highland
2610 Plaza Drive
Highland, IL 62249
(618) 654-7115
(618) 654-1901 (fax)

For Office Use Only

Date Submitted: 11/1/24
Filing Fee: \$ 250.00
Date Paid: 11/1/24
Date Advertised: 11/8/24
Date Notices Sent: 11/12/24
Public Hearing Date: 12/4/24
Zoning File #: 54P-1124-0018

APPLICANT INFORMATION:

Applicant: Highland Affordable Solar, LLC Phone: 404-351-8175 ext 132
Address: 190 Ottley Dr. NE, Studio H Atlanta, GA Zip: 30324
Email Address: hjohnson@solamericaenergy.com
Owner: Duane Steiner on Behalf of DSM, LLC Phone: 618-781-4437
Address: 12633 Fairway Cove Court Fort Meyers, FL Zip: 33905
Email Address: dsteinerfarms@hotmail.com

PROPERTY INFORMATION:

1-1-24-07-00-000-002,
01-1-24-06-00-000-025.002,
Street Address of Parcel ID of Property, and 01-1-24-06-00-000-020 located on Highland Rd, Highland, IL 62249

Property is Located In (Legal Description): _____

Present Zoning Classification: Madison County - Agricultural Acreage: 99.3

Present Use of Property: Agricultural

Proposed Land Use: Ground mounted solar array facility

Description of proposed use and reasons for seeking a special use permit:

Construct a community-scale solar energy facility. This is a permitted use in industrial zoning district with a Special Use Permit.

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Solar Array</u>	<u>Industrial</u>
South	<u>Farmland</u>	<u>Madison-County Agricultural</u>
East	<u>Farmland</u>	<u>Madison-County Agricultural</u>
West	<u>Korte Luitjohan Construction</u>	<u>Industrial</u>

Should this special use be valid only for a specific time period? Yes _____ No X

If Yes, what length of time? _____

<i>Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.</i>	Yes	No
A. Will the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;	X	
B. Is the proposed special use consistent with this City's Comprehensive Plan;	X	
C. Will the proposed special use have a minimal negative impact on the value of neighboring property and on this City's overall tax base;	X	
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	X	
E. Will the proposed special use have a minimal impact on the facilities near the proposed special use, such as schools or hospitals require special protection?	X	

THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description AND warranty deed of the property. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
2. A current plat, site plan, survey, or other professional illustration.
3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
4. Application fee.
5. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc).

I HAVE READ AND UNDERSTAND THE ABOVE CITY OF HIGHLAND PETITION TO THE COMBINED PLANNING & ZONING BOARD REQUIREMENTS.

Signed by:
Anthony M. Yonnane
C86066D188/D493
Applicant's Signature

SVP, Project Development

10/29/2024 | 5:50 PM EDT
Date

M E M O R A N D U M

To: City of Highland Combined Planning & Zoning Board

Meeting Date: December 4, 2024

From: Emily Calderon, AICP, Moran Economic Development

Location: PIN# 01-1-24-06-00-000-025.002, 01-1-24-06-00-000-020, and 01-1-24-07-00-000-002

Proposal: Rezoning, Special Use Permit, and Variances for Solar Energy Farm

Proposal Summary:

Highland Affordable Solar, LLC (190 Ottley Drive NE, Studio H, Atlanta, GA 30324) has submitted four separate requests for the property located at PIN# 01-1-24-06-00-000-025.002, 01-1-24-06-00-000-020, and 01-1-24-07-00-000-002, which is currently Zoned R-1-C.

Each of the four zoning requests (rezoning, special use permit, and two zoning variances) are related and will be discussed together in this Memo.

Rezoning (Zoning Amendment): Per Section 90-115 of the City's Zoning Ordinance, the property was brought into the City as R-1-C (Single Family Residential District). The applicant is requesting rezoning of the subject property to "I" (Industrial District), so that it can be used for a solar energy farm (with the appropriate special use permit).

Special Use Permit: Section 90-201 (Use Table) identifies Solar Energy Farms as a special use in the "I" Industrial District. The applicant is therefore requesting a Special Use Permit to operate the Solar Energy Farm on the subject parcel.

Zoning Variances:

1. Zoning Variance from Section 90-214(c)(6) in order to allow targeted screening placement. Areas to the east, south and west are not within 500' of residents. Screening would focus on northern facilities adjacent to property.
2. Zoning Variance from Section 90-214(c)(3) of the Zoning Code to allow all DC wiring (i.e., wiring between/connecting modules and connecting to either combiner boxes or inverters) and limited AC wiring (e.g., wires exiting the inverter prior going underground and transitions from underground or pad-mounted equipment to the utility's overhead distribution system) to be above-ground by necessity. All other wires/cables will be underground.

Comprehensive Plan Consideration:

The subject property is denoted as Non-Urban / Agricultural on the Comprehensive Plan's Future Land Use Map. Although the property is proposed to be zoned industrial, the passive use of a solar farm is aligned with the non-urban/agricultural land use category.

Land Use and Zoning of Surrounding Properties:

SPECIAL USE PERMIT

Section 90-79 of the Zoning Code provides the following findings of fact which must be reviewed prior to the CPZB making a recommendation on the proposed Special Use Permit:

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan.

The proposed Special Use is consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation.

The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.

3. Whether the proposed design, location and manner of operation of the proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

The proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base.

The proposed Special Use will not have a detrimental impact on the value of neighboring property or on the City's overall tax base.

5. The effect the proposed Special Use would have on public utilities.

It is expected that solar energy generated on the site will have a positive impact on public utilities. However, electricity generated will be provided to Ameren Illinois and not directly to Highland residents.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

There are no facilities near the proposed Special Use that require the need for special protection.v

Additionally, Section 90-214 (c) requires that all Solar Energy Farms meet the following design criteria:

	Design Criteria for Solar Energy Farms (Sec. 90-214(c))	Compliant
1	Height. The total height of the solar collectors shall not exceed 20 feet in height when oriented at a maximum tilt position unless specifically allowed by the Highland Combined Planning and Zoning Board.	Yes
2	Electrical components. All electrical components of a solar energy farm shall conform to all applicable local utility standards and national electric codes. All electrical wires and lines that are used in conjunction with the solar energy farm,	See Variance #2

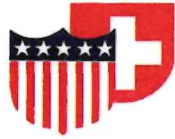
	including all electrical control wiring and connections to power lines, shall be installed underground unless specifically allowed otherwise by the Highland Combined Planning and Zoning Board.	
3	Environmental impact. In all undeveloped areas, the solar energy developer will be required to complete a consultation with both the Illinois Historic Preservation Agency (IHPA) and the Illinois Department of Natural Resources (IDNR) through the department's online EcoCat Program (or equivalent review process). The cost of this consultation shall be at the developer's expense. The final certificate from EcoCat (or equivalent process) shall be provided to the City of Highland building and development before a special use permit application will be considered by the combined planning and zoning board.	Yes
4	Warning signage. Signs warning of the high voltage associated with the solar farm shall be posted at every entrance to the facility, at the base of all pad mounted transformers, and all substations. A sign that provides emergency contact information, such as phone number, shall be posted near the tower and the operations and maintenance building.	Yes
5	A transitional buffer yard (TBY) shall be used to screen solar electricity farms from adjacent properties and adjacent public rights-of-way. The TBY shall be located within the required 75 foot setback area. The TBY must achieve a 100 percent screen through the use of either landscape berms or trees to a minimum height of eight feet within two years of installation. To achieve this appearance with trees, a staggered spacing approach with trees on eight-foot centers, should be utilized as shown below. All TBY landscaping shall be evergreen trees. Trees and/or landscape berms may be placed on either the inside or outside of any required fencing. The TBY must be kept in excellent condition, with dead or diseased trees removed and replaced on an annual basis, or as otherwise required in writing by the building and zoning supervisor or his/her designee.	See Variance #1
6	Federal and state requirement compliance. The solar collecting system shall meet or exceed any standards and regulations of any agency of the state or federal government with the authority to regulate solar energy farms.	Yes
7	Points of access and interior roadways. Points of access to solar energy farms and interior private access roads shall be of sufficient width to accommodate access by emergency response vehicles, including firefighting apparatuses as deemed necessary. Access points and interior roads shall be shown on a general site layout that is approved by the Highland fire chief and the Highland emergency medical services chief or his/her designee at the time of Special Use Permit application. An "after-hours" access plan shall be included and approved by the fire chief or designee. Once approved, access points and roadways shall be appropriately maintained.	Yes
8	Exterior roads. All routes that will be used for construction and maintenance purposes shall be identified on the site plan. All routes for either egress or ingress need to be shown.	Yes
9	Complaint resolution. The applicant shall develop a process to resolve any complaints that may arise from neighboring property owners during the construction and operation of the solar farm. The process may use an independent mediator or arbitrator and shall include a time limit for acting on a complaint that is received. The process shall not preclude the local government from acting on a complaint. The applicant shall provide nearby residents a phone number of the project manager during the construction of the facility if a problem should arise.	Yes
10	Waste disposal. All solid waste generated from supplies, equipment, parts, packaging or operation of the facility shall be removed from the site immediately and disposed of in an appropriate manner. Any hazardous waste that is generated by the facility, including, but not limited to, lubricating materials, shall be removed consistent with all local, state and federal rules and regulations.	Yes

11	Drainage. The plan shall state that any damage to waterways, drainage ditches, field tiles or any other infrastructure caused by the construction or maintenance of the solar farm shall be completely repaired to near original condition and so as not to impede the natural flow of water. All repairs shall be completed within a reasonable amount of time.	Yes
12	Conformance to industry and code standards/engineer certification. The solar farm shall comply with all applicable codes for the electrical, mechanical and structural components of the facility. All documents provided for review shall be stamped and signed by a professional engineer. All solar collection system panels shall be certified by the Solar Collector and Certification Corporation (SRCC).	Yes
13	Fencing. Perimeter fencing having a minimum of eight feet in height shall be installed around the boundary of the solar farm. The fence shall contain appropriate warning signage that is posted such that it is clearly visible on the site.	Yes
14	Reflective coating. Solar energy system components shall be designed with an antireflective coating. Verification shall be provided that verifies that the components of the solar energy system have this quality.	Yes
15	Reflection angles. Reflection angles for solar collectors shall be oriented such that they do not direct glare toward residential users on adjacent properties. Verification shall be provided by the applicant that reflection angles have been taken into account for both fixed position and pivoting solar collectors as well as for all seasonal changes to sun angles.	Yes
16	Lot area. Solar farms and components thereof shall be located on a parcel that is a minimum of 14 acres in size.	Yes
17	Vegetation control. A vegetation and weed control plan, which includes details of how frequently the site will be mowed, shall be provided that protects against the creation of a prey habitat and/or aesthetic impacts to the surrounding area. As the site shall be screened with a transitional buffer yard (TBY), the combined planning and zoning board may allow grass/vegetation heights to exceed the city's established maximum growth heights as required elsewhere in the city.	Yes
18	Cleaning supplies and solvents. Cleaning chemicals and solvents used during the operation or maintenance of the solar energy farm facility shall consist of biodegradable products and shall be low in volatile organic compounds.	Yes
19	Equipment and capacity upgrades. Any change to equipment and/or increase in overall peak electrical capacity for solar energy farms shall require a revised special use permit which shall be reviewed and approved by the combined planning and zoning board.	Yes
20	Applicant contact information. The applicant shall keep on file with the city building and zoning division current contact information, including mailing address(es), daytime telephone number(s), and emergency contact information of the property owner(s) and the solar collector operator(s). In addition, the applicant shall provide written information as to frequency of site and equipment inspections.	Yes

VARIANCE #1

Zoning Variance from Section 90-214(c)(6) in order to allow targeted screening placement. Areas to the east, south and west are not within 500 feet of residents. Screening would focus on northern facilities adjacent to property.

1. The applicant acquired his property in good faith and where by reason of exceptional narrowness, shallowness or shape of his specific piece of property at the time of the effective date of this code, or where by reasons of exceptional topographical conditions or other extraordinary circumstances, that the strict application of the terms of the zoning



City of Highland
Building and Zoning

Combined Planning and Zoning Board
Exhibit "C"
Special Use Permit Advisory Report

Date Submitted: 11/1/2024
Filing Fees: \$250.00
Date Paid: 11/1/2024
Date Advertised: 11/14/2024
Date of Sent Notice: 11/13/2024
Date of Public Hearing: 12/04/2024

On December 4, 2024, the City of Highland Combined Planning and Zoning Board at its regular meeting approved, **approved with condition(s)**, **denied** a Special Use Permit for the following:

Highland Affordable Solar, LLC (190 Ottley Dr. NE, Studio H, Atlanta, GA), is requesting a Special Use Permit to use the property identified as 01-1-24-07-00-000-002, 01-1-24-06-00-000-025.002, and 01-1-24-06-00-000-020 (unaddressed on Highland Road) as a Solar Energy Farm. The property contains approximately 98 acres in total and is currently zoned R- 1-C Single Family Residential District.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at their meeting to be held on December 16, 2024.

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

Conditions (if any): NONE

Anthony Walker
Chairperson of the Combined Planning and Zoning Board

Date:

12/4/24



City of Highland Building and Zoning

MEMORANDIUM

To: Highland Affordable Solar, LLC

From: Michael Hanna, Department of Building and Zoning

December 16, 2024

Subject: Site Plan Review (Parcel ID: 0 1-1-24-07-00-000-002, 01-1-24-06-00-000-025.002, and 01-1-24-06-00-000-020)

RECOMENDATION:

I recommend that the SUP and initial site plan for Highland Affordable Solar, LLC (Parcel ID: 01-1-24-07-00-000-002, 01-1-24-06-00-000-025.002, and 01-1-24-06-00-000-020) be approved with the following conditions:

1. A full site plan review is completed by Building and Zoning and all pertinent city departments as per the City of Highland Municipal Ordinance Sec. 90-214(b)(d) as follows:
 - d. Site Plan
 1. All proposed setback dimensions.
 2. All proposed structures on the property, including, but not limited to, solar collectors, substations, and service roads.
 3. Topographic site information for the subject property and the adjacent properties within a quarter mile of the property line of the subject property indicating contours in five foot intervals.
 - 4 .Existing structures on subject property and properties within a quarter mile of the property.
 5. All existing and proposed underground and aboveground utilities.
 - 6All rights-of-way, wetlands, wooded areas, and public conservation lands.
 - 7.Location of transitional buffer yard in conformance with [section 90-214\(c\)\(6\)](#) with statement on the site plan that all screening will be properly maintained, including a schedule indicating when and how diseased or dead trees/shrubs will be removed and replaced.
 8. Ingress and egress from the site as proposed during construction and thereafter, which indicates:
 - i. Proposed road surface and cover.
 - li .Dust control.
 - lii. Width and length of access route and location of ingress.
 - iv. Road maintenance progress or schedule for proposed use of land.
 - v. Certified easements, contracts, waivers, and option agreements for proposed use of the land.
 - vi. Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.
 - vii. Fire protection plan for the construction and the operation of the facility, and emergency access to the site.
 - viii. Revegetation or reclamation plan of the areas that will be disturbed.
 - ix. Drainage plan and erosion control plan.
 - x. Description of hours of operation for construction and maintenance of the facility, numbers of employees and type of traffic expected to be generated from the site.
 - xi. Public road routes.



City of Highland Building and Zoning

The site plan approval will be complete when the variances approved by City Council are annotated on the site plan drawing, and when the Department of building and Zoning is satisfied that the site plan meets all required criteria. The zoning officer shall enforce the provisions of this section through an inspection of the solar farm every year. The zoning officer and/or a designated public safety representative are hereby granted the power and authority to enter upon the premises of the solar farm at any time by coordinating a reasonable time with the operator/owner of the facility. Any person, firm or corporation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this section shall, upon conviction, be fined not less than \$75.00 nor more than \$500.00 for each offense. Each tower, solar array, or any other component of the solar energy farm shall be the subject of a separate violation and further each week that a violation is permitted to exist shall constitute a separate offense. Other actions may be taken by law or in equity to prevent or to remedy any violation of this section and these remedies shall be in addition to any other remedies, damages or penalties.

Please confirm receipt of this memorandum.

Sincerely,

Michael Hanna
Building Inspector
Code Enforcement
Phone: (618) 654-9891
Email: mhanna@highlandil.gov
Website: www.highlandil.gov
City of Highland, IL



Building and Zoning

ORDINANCE NO. _____

ORDINANCE GRANTING A SPECIAL USE PERMIT TO HIGHLAND AFFORDABLE SOLAR, LLC, FOR A SOLAR FARM WITHIN THE “I” ZONING DISTRICT AT PIN 01-1-24-07-00-000-002, PIN 01-1-24-06-00-000-025.002, AND PIN 01-1-24-06-00-000-020, HIGHLAND, ILLINOIS

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

WHEREAS, the City Council has made the findings of fact, and the statement of its reasons for granting the Petition for Special Use Permit in question, in a separate resolution numbered as Resolution No. _____; and

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

Section 1. Highland Affordable Solar, LLC (190 Ottley Dr. NE, Studio H, Atlanta, GA) is hereby granted a Special Use Permit in the “I” zoning district, as defined in Chapter 90 of the *Code of Ordinances, City of Highland*, for a solar farm at property located at the following PIN’s:

PIN: 01-1-24-07-00-000-002;
PIN: 01-1-24-06-00-000-025.002; and
PIN: 01-1-24-06-00-000-020

Section 2. The Special Use Permit is granted.

Section 3. This Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect upon adoption.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE, CHAPTER 90 – ZONING, ARTICLE III – DISTRICTS AND ZONING MAP, DIVISION 11 – PERMITTED USES, SECTION 90-201. – PERMITTED AND ACCESSORY USE TABLE, TABLE 3.1.B – PRINCIPAL NON-RESIDENTIAL USES, USE 43 – PARKING GARAGE OR LOT (PRIVATE OR PUBLIC), TO REQUIRE SPECIAL USE PERMITS FOR PROPERTIES ZONED “R3” AND “C2”

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, Section 90-201 of the City Code establishes the Permitted and accessory use table; and

WHEREAS, Table 3.1.B of Section 90-201 provides the table for Principal Non-Residential Uses; and

WHEREAS, Use 43 provides for Parking Garage or Lot (private or public);

WHEREAS, Use 43 currently requires Permitted as Planned Use for “R3” and “C2” zoned properties;

WHEREAS, the Code Enforcement Department has informed the City Council that the Code Enforcement Department desires to have the City Code amended so that Use 43 – Parking Garage or Lot (private or public) shall require a Special Use Permit for “R3” and “C2” zoned properties;

WHEREAS, City Staff recommended to the Combined Planning and Zoning Board (“CPZB”) that it should approve the zoning amendments as stated herein (*See* Staff Report attached hereto as **Exhibit A**); and

WHEREAS, the Combined Planning and Zoning Board recommended to the City Council that it approve the zoning amendments as stated herein (*See* CPZB Report attached hereto as **Exhibit B**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to amend the City Code to require a Special Use Permit for “R3” and “C2” zoned properties for Use 43 – Parking Garage or Lot (private or public) of Table 3.1.B – Principal Non-Residential Uses; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute whatever documents are necessary to amend the City Code to require a Special Use Permit for “R3” and “C2” zoned properties for Use 43 – Parking Garage or Lot (private or public) of Table 3.1.B – Principal Non-Residential Uses.

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. Use 43 of Table 3.1.B of Sec. 90-201 of the City Code shall now state:

Use	R1 A	R1 B	R1 C	R1 D	R2 A	R2 B	R3	C1	C2	C3	C4	I	M	MX	Supp. Rags.
43. Parking Garage or Lot (private or public)							S	S	S	•	•	•		•	

Section 3. That this Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

MEMORANDUM – Text Amendment

To: City of Highland Combined Planning & Zoning Board

Meeting Date: December 4, 2024

From: Emily Calderon, AICP, Moran Economic Development

Text Amendment: Update Section 90-201 regarding Parking Lots

Proposed Text Amendment

Zoning Amendment for Table 3.1.B of Section 901-201 (Use Table) of the Zoning Code. The proposed zoning amendment would modify Use #43 (Parking Garage or Lot (private or public)) so that it is listed as a Special Use in the C2 Central Business District, rather than a Planned Use.

Background

Section 90-201 of the City of Highland's Zoning Code establishes permitted and special uses for each zoning district. Table 3.1B (below), provides that Parking Garage or Lots (private or public) are a Planned Development in the C2 District.

The City has received proposals for parking lots within the C-2 District, and while there is there is a need for a detailed, site-specific review due mixed land uses and other characteristics, such as small lot size, etc., the scope of review of a Special Use Permit is more appropriate than that of a Planned Development.

Table 3.1.B — PRINCIPAL NON-RESIDENTIAL USES															
Use	R1A	R1B	R1 C	R1 D	R2 A	R2 B	R3	C1	C2	C3	C4	I	M	MX	Supp. Regs.
43. Parking Garage or Lot (private or public)							P	S	P	•	•	•		•	

P = Planned Use (PUD)

S = Special Use

• = Permitted Use

Findings of Fact for Text Amendments

1. Whether the proposed amendment is consistent with the City's comprehensive plan and this chapter.

The proposed amendment is consistent with the City's Comprehensive Plan.

2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.

The proposed amendment will result in ease of development within the Commercial district, while still providing a necessary level of review and consideration by the CPZB and City Council.

3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.

The proposed amendment will not impact public utilities, public services, or traffic.

4. Whether the proposed zoning text amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed amendment does promote the health, safety, quality of life, comfort, and general welfare of the City.

Discussion

According to Section 90-196 of the Zoning Code, the provisions for a Planned Unit Development are more appropriate for large tracts of land under common ownership, which are intended for mixed use development or a cohesive development project that may not comply with one section/district of the Zoning Code.

A singular parking lot on one tract of land is more appropriate for review as a Special Use, which requires consideration of facilities nearby that may require special protection or consideration. As a result, staff have proposed the aforementioned text amendment, which will allow for ease of development while still providing CPZB and City Council review of parking lot proposals within the C-2 District.

Recommendation

Approval of the text amendment to Section 90-201, Table 3.1B is recommended.



City of Highland
Building and Zoning

Exhibit "C"

COMBINED PLANNING & ZONING BOARD
Advisory Report for Zoning Text Amendment
and Reasons Therefore

Date Advertised: 11/14/2024
Public Hearing Date: 12/04/2024

On December 4, 2024, the City of Highland Combined Planning and Zoning Board, at its regular meeting, voted to recommend to the City Council, approval / denial of a Zoning Text Amendment for the following:

The City of Highland (1115 Broadway, Highland, IL) is requesting a text amendment to Table 3.1.B of Section 901-201 (Use Table) of the Zoning Code. The proposed zoning amendment would modify Use #43 (Parking Garage or Lot (private or public)) so that it is listed as a Special Use in the C2 Central Business District, rather than a Planned Use.

In recommending Approval (action) of this Zoning Text Amendment, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation (Sec. 90-85. - Zoning text amendments—Factors for consideration.). With regard to those regulations in Sec. 90-85, the Combined Planning and Zoning Board offers the following findings of fact:

1. Whether the proposed amendment is consistent with the city's comprehensive plan and this chapter.
The proposed text amendment is consistent with the City's Comprehensive Plan.
2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.
The proposed Text Amendment will result in ease of development within the Commercial district, while still providing a necessary level of review and consideration by the Combined Planning & Zoning Board and the City Council.
3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.
The proposed amendment will not impact public utilities, public services, or traffic.

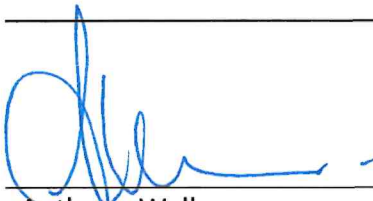
4. Whether the proposed zoning text amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed Text Amendment does promote the health, safety, quality of life, comfort, and general welfare of the City.

In addition, the Combined Planning and Zoning Board found that the proposed text amendment did / did not provide safeguards to assure its consistency with the city's comprehensive plan and zoning code.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the December 16, 2024, meeting of the City Council.

Conditions (if any): NONE



Anthony Walker

Chairperson of the Combined Planning and Zoning Board

12/4/24
Date

RESOLUTION NO. _____

**RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT
FOR A PARKING LOT WITHIN THE “C-2” ZONING DISTRICT AT 516 9TH STREET,
HIGHLAND, ILLINOIS PIN 01-2-24-05-06-101-012**

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, Section 90-81 of the *Code of Ordinances, City of Highland*, provides that the City Council “may grant a special use permit by ordinance,” but requires that “In a separate statement accompanying any such ordinance, the Council shall state findings of fact, and indicate reasons for approving . . . the request for a special use permit;” and

WHEREAS, City, on behalf of Family Bible Church, Inc. (820 Mulberry St. Highland, IL) (“Applicant”) has filed a Special Use Permit Application to allow for a parking lot within the “C-2” zoning district at the 516 9th St. Highland, IL PIN 01-2-24-05-06-101-012, in accord with the *Code of Ordinances, City of Highland*; and

WHEREAS, a copy of the Special Use Permit Application is attached as **Exhibit A** and incorporated by reference as though fully set forth herein; and

WHEREAS, a copy of the Combined Planning and Zoning Board (“CPZB”) Staff Report is attached hereto as **Exhibit B** and incorporated by reference as though fully set forth herein; and

WHEREAS, **Exhibits A and B** were considered as part of the Special Use Permit Application by the CPZB; and

WHEREAS, the CPZB recommended approval of this Special Use pursuant to **Exhibits A and B** (*See* CPZB Determination of Special Use Permit, attached hereto as **Exhibit C**); and

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

Section 1. The City Council makes the following findings of fact concerning the *procedures* followed to present the Special Use Permit Application (**Exhibits A, B**) for approval:

- (a) The Administrator to whom the Special Use Permit Application was submitted referred the matter to the CPZB.
- (b) The CPZB met in regular session on December 4, 2024, at 7:00 p.m., to consider and act upon the Special Use Permit Application.
- (c) Public notice of the hearing to be held at the CPZB meeting was published pursuant to Illinois state law, and the applicant was notified of the hearing to be held at the meeting by first class mail, with postage thereon fully prepaid.
- (d) At the hearing, the CPZB took and heard evidence, and the CPZB prepared and submitted its advisory report to the City Council recommending approval of the Special Use Permit Application.
- (e) The City Council finds the steps recited above, in compliance with the *Code of Ordinances, City of Highland*, to be facts, and further finds and determines that the matters and proceedings to date are in accordance with the *Code of Ordinances, City of Highland*.

Section 2. The City Council makes the following findings of fact concerning the *merits* of the Special Use Permit Application (**Exhibits A, B and C**):

- (a) The proposed Special Use will adequately protect the public health, safety, welfare and the physical environment of the surrounding area and the City of Highland.
- (b) The proposed Special Use is consistent with the City of Highland's Comprehensive Plan.
- (c) The proposed Special Use would not have an adverse effect on public utilities or traffic circulation on nearby streets.
- (d) There are no facilities near the proposed Special Use that require the need for special protection.
- (e) The location – where the Special Use will be made pursuant to the Special Use Permit – is zoned “C-2”
- (f) The granting of this Special Use Permit would be in the best interest of the City of Highland, and the Special Use Permit should be granted by ordinance.

Section 3. This resolution shall constitute the separate statement of findings of fact, supporting the granting of the Special Use Permit, required by Section 90-81 of the *Code of Ordinances, City of Highland*, and shall be permanently attached to the ordinance adopted granting the Special Use Permit.

Section 4. This resolution shall be known as Resolution No. _____ and shall be in full force and effect upon adoption.

This Resolution adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BUILDING AND ZONING DIVISION

SPECIAL USE PERMIT APPLICATION

Certain uses, because of their special operational or physical characteristics, may or may not have a detrimental impact on nearby permitted uses, depending upon their precise location, manner of operation, and other factors. Such special uses require careful case-by-case review, and may be allowed only pursuant to the following requirements and procedures.

1. Pre-Application Conference: A pre-application conference shall be required prior to submission of any application for Special Use Permit pursuant to Section 90.057.
2. Application & Fee: A proposal for a zoning district amendment shall be filed with the Administrative Official on forms provided herein along with a \$250.00 review and processing fee as required pursuant to Section 90.067 of the City's Zoning Code. Additionally, any proposal to construct a non-residential structure greater than 2,500 square feet shall comply with the Site Plan Review Procedures contained in Article 13 herein. An application shall not be scheduled for public hearing until the application form has been fully completed, the filing fee paid, and all required information submitted.
3. Public Notice - City: The Office of the Administrative Official shall be responsible for having an official notice of the public hearing published in a newspaper of general circulation at least fifteen (15) days prior to the hearing. The notice shall fix the time and place of the hearing and shall describe generally the change requested.
4. Notice to Neighbors - City: It shall be the City's responsibility to submit a notice of intent to surrounding property owners by regular mail **no less than 15 days prior to the scheduled meeting date**. The notice shall contain the time and place of the public hearing and a statement regarding the purpose of the hearing, including, but not limited to, the location of the subject property(s) being considered for rezoning, the existing and proposed zoning classifications and proposed uses for the site. (Notice must entail a minimum of 250 feet from the applicant's property lines).
5. Public Hearing: The Combined Planning and Zoning Board shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. At the hearing any interested party may appear and testify, either in person or by duly authorized agent or attorney. The public hearings are held in City Hall located at 1115 Broadway, Highland, IL in the Council Chambers.
6. Combined Planning and Zoning Board Recommendation: The Administrator shall prepare an advisory report on every request for a special use permit and present said report to the Combined Planning and Zoning Board at the next regular Combined Planning and Zoning Board meeting. The Combined Planning and Zoning Board shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. In order to recommend approval or disapproval of a proposed special use permit, the Combined Planning and Zoning Board shall consider the following matters:
 - a. Whether the proposed amendment or special use is consistent with the City's comprehensive plan;
 - b. The effect the proposed amendment or special use would have on public utilities and on traffic circulation;

- c. Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;
- d. The effect the proposed special use would have on the value of neighboring property and on this City's overall tax base;
- e. The effect the proposed special use would have on public utilities; and
- f. Whether there are any facilities near the proposed special use, such as schools or hospitals that require special protection.

7. Decision by Council: The City Council shall act on every request for a special use permit at their next regularly scheduled meeting following submission of the Combined Planning and Zoning Board's advisory report. Without further public hearing, the Council may grant a special use permit by an ordinance passed by simple majority vote of all members. In a separate statement accompanying any such ordinance, the Council shall state their findings of fact, and indicate their reasons for approving, with or without conditions, or denying the request for a special use permit.

EXHIBIT "A"
Special Use Permit Application

Return Form To:

Administrative
Official City of
Highland 12990
Troxler Rd
Highland, IL 62249
(618) 654-9891
(618) 654-1901 (fax)

For Office Use Only

Date Submitted: 11/1/24
Filing Fee: _____
Date Paid: 11/1/24
Date Advertised: 11/8/24
Date Notices Sent: 11/13/24
Public Hearing Date: 12/4/24
Zoning File #: 548-424-0032

APPLICANT INFORMATION:

Applicant: The City of Highland on Behalf of Family Bible Church, Inc Phone: 618-654-9891
Address: 1115 Broadway Zip: 62249
Email Address: CityHall-FrontDesk@highlandil.gov
Owner: Family Bible Church, Inc Phone: (618)654-9000
Address: 820 Mulberry St Zip: 62249
Email Address: info@familybc.org

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 516 9th St (PIN: 01-2-24-05-06-101-012)
Property is Located In (Legal Description): ORIGINAL TOWN LOT 5 50X140

Present Zoning Classification: C-2 Central Business District Acreage: _____

Present Use of Property: Vacant

Proposed Land Use: Parking Lot

Description of proposed use and reasons for seeking a special use permit:

The vacant lot located at 516 9th st has sat empty for several years. Family Bible Church proposes to use the property for additional parking for their church located at 820 Mulberry St. to keep from having to park on the streets.

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Church</u>	<u>I Industrial District</u>
South	<u>Single Family Home</u>	<u>C-2 Central Business District</u>
East	<u>Single Family Home</u>	<u>C-2 Central Business District</u>
West	<u>Single Family Home</u>	<u>C-2 Central Business District</u>

Should this special use be valid only for a specific time period? Yes _____ No X


If Yes, what length of time? _____

<i>Does the proposed Special Use Permit meet the following standards? If not, attach a separate sheet explaining why.</i>	Yes	No
A. Will the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;	X	
B. Is the proposed special use consistent with this City's Comprehensive Plan;	X	
C. Will the proposed special use have a minimal negative impact on the value of neighboring property and on this City's overall tax base;	X	
D. Will the proposed special use have a minimal negative impact on public utilities and on traffic circulation on nearby streets; and	X	
E. Will the proposed special use have a minimal impact on the facilities near the proposed special use, such as schools or hospitals require special protection?	X	

THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description AND warranty deed of the property. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
2. A current plat, site plan, survey, or other professional illustration.
3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
4. Application fee.
5. Any other information required by planning staff (i.e. landscaping plan, elevation plan, exterior lighting plan, etc).

I HAVE READ AND UNDERSTAND THE ABOVE CITY OF HIGHLAND PETITION TO THE COMBINED PLANNING & ZONING BOARD REQUIREMENTS.


Applicant's Signature

11-26-24
Date



8 6 1 5 0 4 4
Tx:4445394

2019R33627
STATE OF ILLINOIS
MADISON COUNTY
10/18/2019 08:40 AM
AMY M. MEYER, RECORDER
REC FEE: 50.00
CD STAMP FEE:
ST STAMP FEE:
RHSPS FEE:
OF PAGES: 4

50.00 CHD

[Space Above Line Reserved for Recorder's Use]

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the Grantor, BRIAN E. KUHL, 602 12th Street, Highland, Illinois 62249, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to Grantee, CITY OF HIGHLAND, ILLINOIS, an Illinois municipal corporation, all Grantor's interests in the real estate located in Madison County, State of Illinois, more particularly described as follows, to-wit:

See attached Exhibit A, which is incorporated by reference herein as if fully set forth.

Permanent Parcel No.: 01-2-24-05-06-101-012

Exempt under Paragraph ^E(j), Section 31-45, Real Estate Transfer Tax Law.

Date: 10-11, 2019 Signature: Brian E. Kuhl

TOGETHER WITH all buildings and other improvements affixed thereto and all and singular any rights appurtenances pertaining thereto, including, without limitation, any right, title and interest of Grantor in and to any and all rights-of-way within, across, adjoining, adjacent, abutting or contiguous to said real property and/or any part thereof, any gaps, gores and the like, and each and every other right, privilege, hereditament and appurtenance in any way or manner incident and/or appertaining to said real property and/or any part thereof (said real property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property")

IN WITNESS WHEREOF, Grantor has executed this instrument this 11 day of October, 2019.

BRIAN E. KUHL

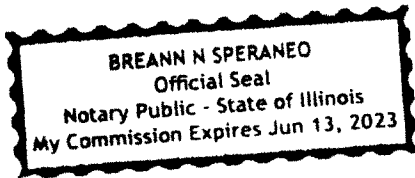
Brian E. Kuhl

W11

STATE OF ILLINOIS)
) ss.
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT BRIAN E. KUHL, personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 2019.



Breann Speraneo
Notary Public

Future Taxes to:

City of Highland, Illinois
1115 Broadway
P.O. Box 218
Highland, Illinois 62249

Address of Property:

516 9th Street
Highland, Illinois 62249

This Instrument was prepared by:

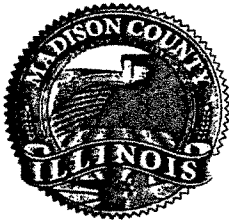
J.D. Brandmeyer
Sandberg Phoenix & von Gontard P.C.
101 W. Vandalia St., 3rd Floor
Edwardsville, IL 62025

EXHIBIT A
Legal Description

Lot 5 in Block 10 of the City of Highland according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 4 Page 40 and recopied in Plat Book 15, Page 20.

Situated in Madison County, Illinois.

Parcel No.: 01-2-24-05-06-101-012



AFFIDAVIT FOR PURPOSE OF PLAT ACT REQUIREMENTS (765 ILCS 205)
THIS IS A LEGAL DOCUMENT – CONSULT YOUR PRIVATE ATTORNEY
 (County Zoning & Subdivision Ordinances May Also Apply)

ORIGINAL AFFIDAVIT REQUIRED FOR RECORDING, COPIES WILL NOT BE ACCEPTED

Affiant is the Grantor or is the Grantors authorized representative in a deed transferring interest in the real estate described in the accompanying deed. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

(Please check all that apply)

- ☒ A. NOT A DIVISION OF LAND (parcel lines unchanged) () C. DIVISION FOR TAXING PURPOSES ONLY (parcel lines change)
 () B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT;

____ 1. A division or subdivision of land into tracts of five (5) acres or more not involving new streets or easements of access with a minimum of five (5) acres residue or Grandfathered under prior approved plat by Land Use Committee.

____ 2. A division of lots or blocks of less than one (1) acre in a recorded subdivision not involving new streets or easements of access.

____ 3. A sale or exchange of land between owners of adjoining and contiguous land.

____ 4. A conveyance of land for use as a right-of-way for public utilities and other pipelines not involving new streets or easements of access.

____ 5. A conveyance of land owned by a public utility not involving new streets or easements of access.

____ 6. A conveyance of land for highway or other public purpose or relating to a dedication of land or for vacation of land subject to a public use.

____ 7. A conveyance made to correct a description in prior conveyance.

____ 8. The sale or exchange of parcels of land following the division into no more than two (2) parts of a parcel existing on July 17, 1959, and not involving any new streets or easements of access.

____ 9. The sale of a single lot/tract less than five (5) acres from a larger tract. (Exception only applies to the 1st tract conveyed from a larger tract as it existed on October 1, 1973.) (The single tract of less than five (5) acres must have been surveyed by an Illinois Registered Land Surveyor whose survey must accompany the deed)

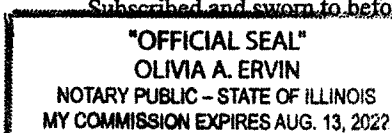
____ 10. The preparation of a plat for wind energy devices under Section 10-620 of the PTC

IF A IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS NOT REQUIRED.
 IF B OR C IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

Under the penalties of perjury I swear that the statements contained here are true and correct.

NAME Kimberly Kulcauski SIGNATURE: Kimberly Kulcauski DATE: October 18, 2019
 (Please Print)

Subscribed and sworn to before me this 18 day of October, 2019



Notary Public

All divisions of less than 2 acres within the County jurisdiction must be reviewed by the Planning and Development Department

This affidavit only ensures the Recorder's Office compliance with the State Plat Act. If the property is located within a municipality or within 1.5 miles of a municipality, local ordinances may apply. If exception 9 is used, it is required that this land division be reviewed & approved by the participating municipality. Each municipality has five (5) business days to review deed(s) and return. If the five day limit expires, Maps & Plats will process the deed upon proof of date submitted to municipality.

Date Submitted to Municipality (s) _____ (Please check one) () Municipality Jurisdiction () County Jurisdiction

Municipality (s) with Jurisdiction: _____

 Municipal Planning Official's Signature

 Print Name

 Date

(Revised 7/14)



MEMORANDUM

To: City of Highland Combined Planning & Zoning Board

Meeting Date: December 4, 2024

From: Emily Calderon, AICP, Moran Economic Development

Location: 516 9th Street (PIN# 01-2-24-05-06-101-012)

Proposal: SUP for a parking lot at 516 9th Street

Proposal Summary

As the property owner, the City of Highland is applying for a Special Use Permit on behalf of Family Bible Church, Inc. The proposed Special Use Permit will allow a parking lot to be constructed at 516 9th Street.

The City of Highland is requesting a Special Use Permit to use the property located at 516 9th Street (PIN: 01-2-24-05-06-101-012) as a parking lot. This vacant parcel is 7,168 square feet in area, is currently zoned C2 (Central Business District).

Comprehensive Plan Consideration

The subject property is denoted as Commercial on the Comprehensive Plan's Future Land Use Map. A parking lot is an appropriate Special Use for a commercial district.

Surrounding Uses

Direction	Land Use	Zoning
North	Religious Institution	I
South	Single-Family Residence	C-2
East	Single-Family Residence	C-2
West	Single-Family Residence	C-2

Standards of Review for Special Use Permits

Below are the six (6) consideration items listed in Section 90-79 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a SUP request.

1. Whether the proposed amendment or Special Use is consistent with the City's Comprehensive Plan;

The proposed Special Use is consistent with the Comprehensive Plan.

2. The effect the proposed amendment or Special Use would have on public utilities and on traffic circulation;

The proposed parking lot would not have an adverse effect on public utilities or traffic circulation on nearby streets. This proposal will help traffic circulation by providing off-street parking for the church, so as to alleviate on-street parking.

3. Whether the proposed design, location and manner of operation of the proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment;

The proposed Special Use will adequately protect the public health, safety and welfare, and the physical environment.

4. The effect the proposed Special Use would have on the value of neighboring property and on this City's overall tax base;

The proposed Special Use will not have a detrimental impact on the value of neighboring property or the City's overall tax base.

5. The effect the proposed Special Use would have on public utilities; and

The proposed Special Use will utilize public utilities.

6. Whether there are any facilities near the proposed Special Use, such as schools or hospitals that require special protection.

There are no facilities near the proposed Special Use that require the need for special protection.

Staff Discussion

The use of this property as a parking lot will contribute to fewer cars parking on-street in the neighborhood, which will improve traffic circulation. Based on the size of the lot and the preliminary site plan, it is expected that approximately 19 parking spaces will be constructed with the entrance on 9th Street and the exit in the alley to the south.

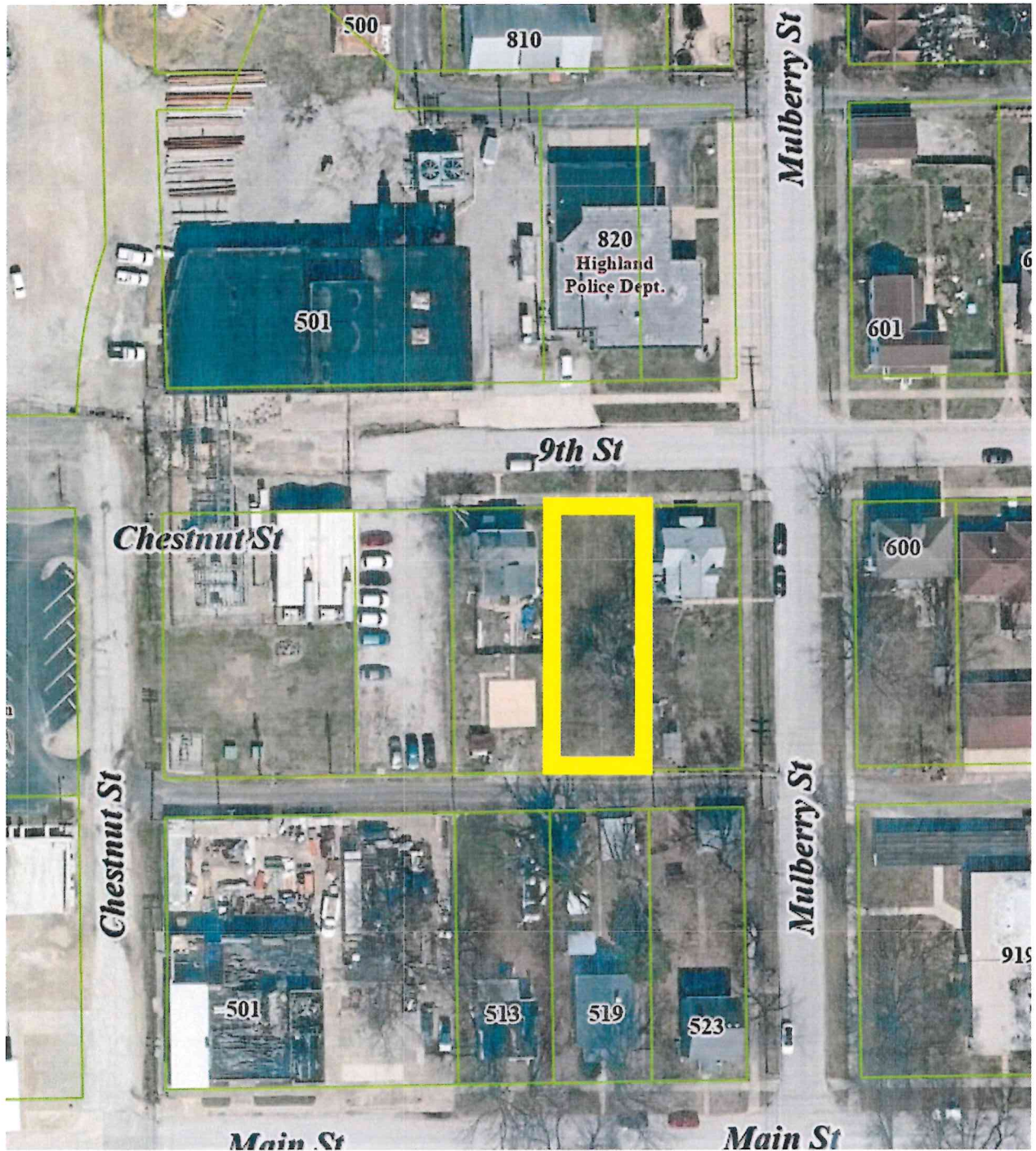
Because the parking lot will abut single-family residential dwellings, there is a need for screening on the east and west sides of the lot. A 6-foot tall privacy fence is recommended on both the east and west sides of the parking lot.

Although the site plan identifies the parking lot as gravel, Section 90-224(3) of the Zoning Code requires that "All vehicle parking areas and all access drives shall be improved with a permanent dust free surface consisting of a minimum pavement cross section of a compacted subgrade with a six-inch compacted aggregate base (IDOT CA-Gradation) overlaid with a three-inch asphaltic surface, or a six-inch asphalt base overlaid with a 1½-inch asphalt surface."

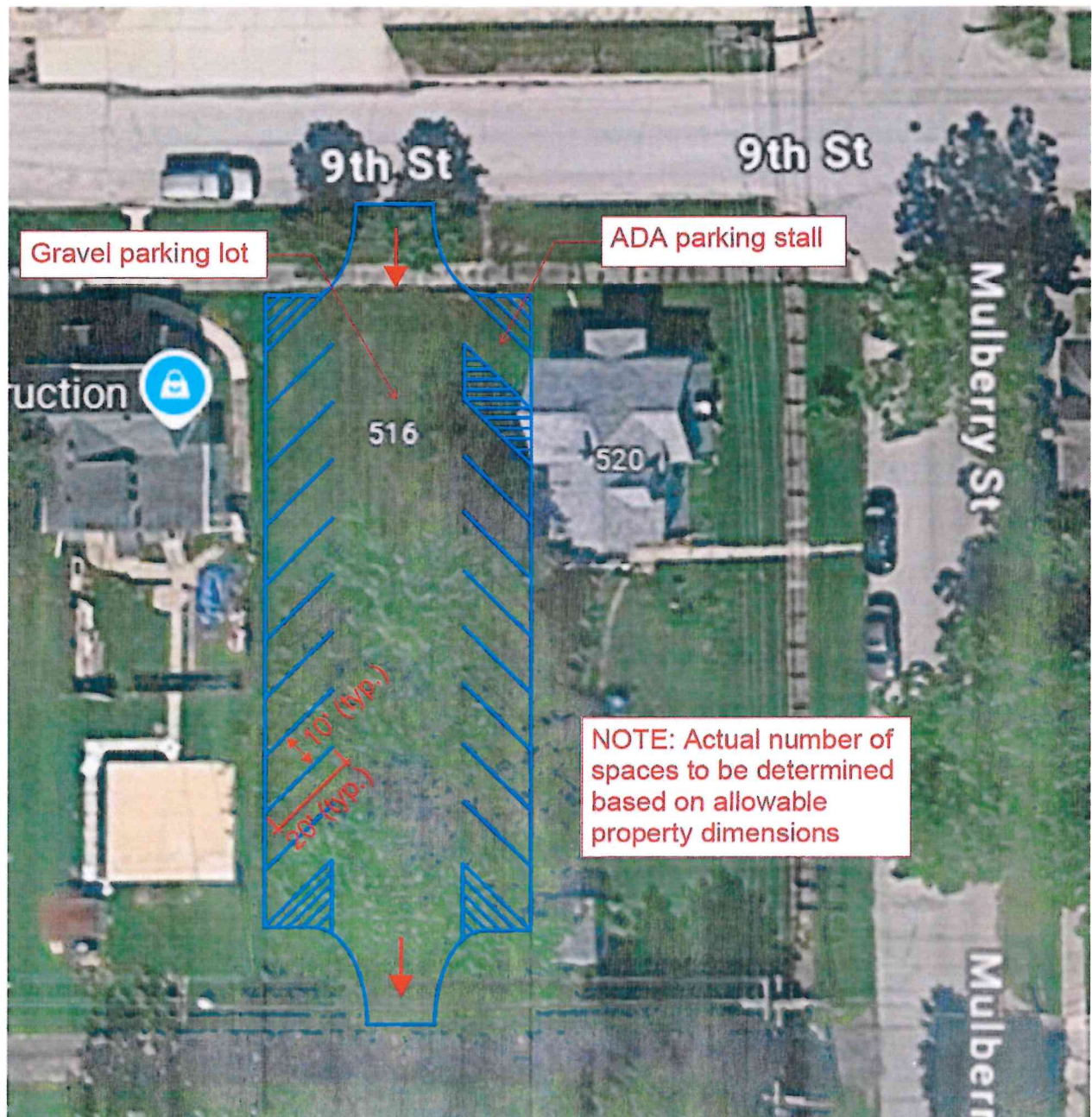
Staff Recommendation

Staff recommend approval of the Special Use Permit with the condition that a 6' tall privacy fence is installed on both the east and west sides of the lot.

Aerial Photograph

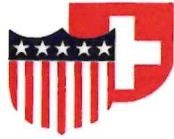


Preliminary Site Plan:



Site Photos





City of Highland
Building and Zoning

Combined Planning and Zoning Board
Exhibit "C"
Special Use Permit Advisory Report

Date Submitted: 11/1/2024
Filing Fees: Fee Waived
Date Paid: 11/1/2024
Date Advertised: 11/14/2024
Date of Sent Notice: 11/13/2024
Date of Public Hearing: 12/04/2024

On December 4, 2024, the City of Highland Combined Planning and Zoning Board at its regular meeting approved, **approved with condition(s)**, **denied** a Special Use Permit for the following:

The City of Highland, on behalf of Family Bible Church, Inc. located at 820 Mulberry Street, is requesting a Special Use Permit to use the property located at 516 9th Street (PIN 01-2-24-05-06-101-012) as a parking lot. The property is 7,168 square feet in area, and is currently zoned C2 (Central Business District). It is currently vacant.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at their meeting to be held on December 16, 2024.

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

Conditions (if any): CITY PRESENTED APPLICATION PER ALL CITY
ORDINANCES.

Anthony Walker

Chairperson of the Combined Planning and Zoning Board

12/4/4

Date:

ORDINANCE NO. _____

**ORDINANCE GRANTING A SPECIAL USE PERMIT TO CITY ON BEHALF OF
FAMILY BIBLE CHURCH, INC., FOR A PARKING LOT WITHIN THE “C-2”
ZONING DISTRICT AT 516 9TH STREET, HIGHLAND, ILLINOIS, PIN 01-2-24-05-06-
101-012**

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

WHEREAS, the City Council has made the findings of fact, and the statement of its reasons for granting the Petition for Special Use Permit in question, in a separate resolution numbered as Resolution No. _____; and

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

Section 1. City, on behalf of Family Bible Church, Inc. (820 Mulberry St. Highland, IL) is hereby granted a Special Use Permit in the “C-2” zoning district, as defined in Chapter 90 of the *Code of Ordinances, City of Highland*, for a solar farm at property located at 516 9th Street Highland, IL PIN 01-2-24-05-06-101-012.

Section 2. The Special Use Permit is granted.

Section 3. This Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect upon adoption.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE SALE OF CITY OWNED SURPLUS REAL ESTATE TO FAMILY BIBLE CHURCH PURSUANT TO CONDITIONAL REAL ESTATE SALES CONTRACT AS ATTACHED

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

WHEREAS, City has the authority, pursuant to 65 ILCS 5/2-2-12, to contract and be contracted with; and

WHEREAS, City has the authority to sell surplus real estate pursuant to 65 ILCS 5/11-76-2:

Sec. 11-76-2. An ordinance directing a sale, or a lease of real estate for any term in excess of 20 years, shall specify the location of the real estate, the use thereof, and such conditions with respect to further use of the real estate as the corporate authorities may deem necessary and desirable to the public interest. Before the corporate authorities of a city or village make a sale, by virtue of such an ordinance, notice of the proposal to sell shall be published once each week for 3 successive weeks in a daily or weekly paper published in the city or village, or if there is none, then in some paper published in the county in which the city or village is located. The first publication shall be not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice shall contain an accurate description of the property, state the purpose for which it is used and at what meeting the bids will be considered and opened, and shall advertise for bids therefor. All such bids shall be opened only at a regular meeting of the corporate authorities. The corporate authorities may accept the high bid or any other bid determined to be in the best interest of the city or village by a vote of 3/4 of the corporate authorities then holding office, but by a majority vote of those holding office, they may reject any and all bids.

and;

WHEREAS, by a previously passed Ordinance, according to 65 ILCS 5/11-76-2, City declared City owned property surplus, more particularly described as:

- a. Address: 516 9th Street, Highland, Illinois 62249**
- b. Parcel Number: 01-2-24-05-06-101-012**

(Hereinafter “Property”); and

WHEREAS, City has determined the requirements of 65 ILCS 5/11-76-2 have been met as follows:

1. Location of the Property: disclosed herein;
2. Use of the Property: contract conditioned upon City approval of Special Use within C-2 Central Business District to allow Property to be used as parking lot;
3. Further use of the Property: City requires purchaser to comply with all zoning and City Code requirements;
4. Notice of the Sale of the Property: the Property was declared surplus and offered for sale by advertising in the local newspapers. The first publication was not less than 30 days before the day provided in the notice for the opening of bids for the real estate. The notice contained an accurate description of the property, stated the purpose for which it is used, and at what meeting the bids will be considered and opened;
5. Opening of the bids: the bid was opened at an open meeting on October 21, 2024;

and

WHEREAS, according to 65 ILCS 5/11-76-2, City accepted the bid at a City Council meeting in the amount of \$5,000, and a record was made of the receipt of the Bid to be reflected in the minutes; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$5,000 to Family Bible Church pursuant to the terms of the Conditional Real Estate Sales Contract (“Contract”), attached hereto as **Exhibit A**; and

WHEREAS, City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the Mayor to execute any documents necessary to complete the sale of the Property for \$5,000 to Family Bible Church.

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to sell the Property for \$5,000 to Family Bible Church pursuant to the terms of the signed Contract attached hereto as **Exhibit A**.

Section 3. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to authorize the Mayor to execute whatever documents may be necessary to sell the Property for \$5,000 to Family Bible Church pursuant to the terms of the signed contract attached hereto as **Exhibit A**.

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 _____, 2024, 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

REAL ESTATE SALES CONTRACT

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

THIS REAL ESTATE SALES CONTRACT ("Agreement"), by and between City of Highland, Illinois ("CITY") and Family Bible Church ("FBC"), is made and entered into effective as of the date the last Party executes the Agreement, and subject to 2/3 approval by the City Council (the "Effective Date"). CITY and FBC may be referred to individually as "Party," or collectively as the "Parties."

I. Sale of Property.

- a. CITY agrees to sell, transfer, and convey to FBC, and FBC agrees to purchase from CITY, in accordance with the terms of this Agreement, all of CITY's right, title, estate, and interest in and to a portion of that certain real property known as:
 - a. PPN# 01-2-24-05-06-101-012;
 - b. Address: 516 9th Street, Highland, IL 62249;
 - c. Legal Description: ORIGINAL TOWN LOT 5 50X140;

(the "Property").

II. Purchase Price and Payment. The purchase price ("Purchase Price") for the Property is five thousand dollars and no cents (**\$5,000.00**), which shall be paid as follows:

- a. Payment at Closing. At Closing, FBC shall pay to CITY the balance of the Purchase Price for the Property, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.

III. Prorations and Adjustments. The following prorations and adjustments shall be made to the Purchase Price at Closing:

- a. Taxes. All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to FBC. The Taxes which are charged to FBC pursuant hereto shall be a Permitted Encumbrance, as defined below; and FBC shall be responsible for the payment of all of such Taxes, when they become due.
- b. Release of Encumbrances. CITY shall convey to FBC, good, marketable and insurable fee simple title to the Property, free and clear of all liens and

encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by FBC that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by FBC that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of FBC, or FBC's employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which FBC expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances."

Other than the Permitted Encumbrances, on or before Closing, CITY shall cause, at CITY's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by FBC ("CITY Encumbrances"), to be satisfied and released, unless they are assumed by FBC at Closing. The proceeds due at Closing may be applied to satisfy or pay any such CITY Encumbrances.

Expenses. CITY shall be responsible to pay for all expenses in connection with the payment of any CITY Encumbrances and recording costs to release any CITY Encumbrances, CITY's attorneys' fees, real estate transfer or documentary taxes. **CITY shall also be responsible for paying 100% of any customary escrow or closing costs / fees charged by the Title Company.**

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

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

- V. Investigation of the Property.** From and after the date that this Agreement is signed by the last party hereto, CITY grants to FBC and FBC's agents and representatives access to the Property for the sole purpose of conducting a complete physical inspection of the Property including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as FBC may reasonably require (collectively, "Investigations").

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

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

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

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

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

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

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

VII. Closing

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

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

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

If to CITY:

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

If to Purchaser:

Family Bible Church
Attn: Chris Robards
820 Mulberry Street
Highland, IL 62249

IX. Additional Covenants.

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

X. AS IS.

- a. FBC ACKNOWLEDGES AND AGREES THAT CITY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH FBC OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE

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

XI. Litigation.

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

XII. Defaults and Remedies

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

XIII. Miscellaneous

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement may not be assigned by Purchaser without the written approval of CITY.
- b. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- c. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- d. Counterparts. This Agreement may be executed in several counterparts, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by email, facsimile, or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- e. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, the party prevailing on the merits in any resulting action, mediation, arbitration, proceeding, or litigation shall be entitled to recover from the other party all fees, costs, and expenses including, without limitation,

attorneys' fees, consultants' fees, and litigation costs, incurred in connection therewith.

- f. Entire Agreement. This Agreement constitutes the entire agreement between CITY and FBC, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon CITY or FBC unless in writing and signed by CITY and FBC. No subsequent amendment or change to an addendum shall be binding, unless signed by all parties.
- g. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties, it being recognized that CITY and FBC have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- h. Compliance with Laws, Regulations, and Accreditation. FBC and CITY believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should FBC or CITY have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, FBC or CITY shall give written notice to the other Party regarding such belief. The Parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the Parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both CITY and FBC shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

SIGNATURE PAGE TO FOLLOW

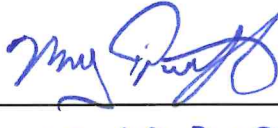
IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date(s) below:

City of Highland, Illinois:

By: 

Date: 10-21-2024

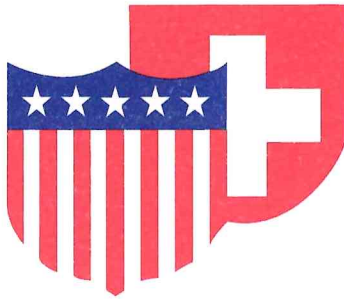
Family Bible Church:

By: 

Date: 10-18-2024

This Bid Is Contingent upon
Zoning Being Proper For A
Parking Lot.

Mike Dunstoffs
myDoffs



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: December 11, 2024

SUBJECT: Highland Code of Ordinances Chapter 66 and 78 Amendments
Recommendation for Approval

RECOMMENDATION

I am recommending amendments to Chapters 66 and 78. Through the course of applying the requirements of the Highland Code, experience with results, and new engineering techniques and innovation, the following text amendments are presented for your review and approval. Refer to the page numbers in the attached documents for the specific points below.

DISCUSSION

Chapter 66 Land Development Code

Article V. Design and Improvement Standards

Summary of proposed amendments:

1. Page 3: Prohibiting flag lots. Flag lots are lots with a narrow strip of property connecting the street right-of-way and a larger area typically behind other lots (shaped like a flag on a pole). These lots do not provide enough frontage for utilities and positions the house out of line with the adjacent lots.
2. Page 5: I expanded the street design table to include both concrete and asphalt options.
3. Text in various locations: We provided written details instead of drawings in the text. The online version of our code of ordinances does not include detailed drawings or pictures. Given the frequent online use of our code, we are offering the drawings upon request.

4. Page 8: We have had problems with developers using pavement contractors with little experience and equipment to construct streets monolithically. The revision allows the City to decide whether a contractor can build concrete streets in this manner. Additionally, we will review the joint spacing to follow updated dimensions. We are adopting the joint spacing required by IDOT.
5. Page 10: The construction of sidewalks is now part of the developer's responsibility. The justification includes (1) the finish is consistent, and (2) it eliminates gaps in the walk due to empty lots. The builder is responsible for installing sidewalks along the street when constructing the house. Empty lots create gaps in the walks forcing residents to walk in the street.
6. Page 20: Water service lines is moved to Chapter 78 Utilities, Section 78-469, which is a more appropriate location.
7. Page 22: Sewer service lines is moved to Chapter 78 Utilities, Section 78-287, which is a more appropriate location.

Chapter 78 Utilities

Article III. Sewers and Sewage Disposal

Summary of proposed amendments:

1. Page 2: Clarification of installing a service coming from the water main on the opposite side of the street.
2. Pages 3-4: The directive for single and multiple services is transferred from Chapter 66 Land Development to Chapter 78 Utilities, which is more appropriate. The service is installed at the time of building and determined by the building's use.

Article IV. Water Service

Summary of proposed amendments:

1. Page 1: Clarification of the installation of the water meter.
2. Page 1: Clarification of installing a service coming from the water main on the opposite side of the street.
3. Page 3: The directive for individual services within a multiple unit building is transferred from Chapter 66 Land Development to Chapter 78 Utilities, which is more appropriate. The service is installed at the time of building and determined by the building's use.

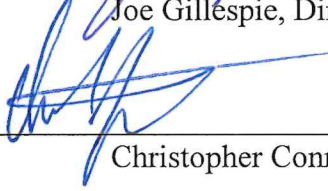
4. Pages 4-5: A reorganization of the service connections and fees. The use of directional boring to install service pipes has become standard for us. We directional bore all water services where the water main is on the opposite side of the street. The fees in the table are now divided into standard excavation (open cutting trench), and directional boring (use of machine to pull pipe underground). The fee structure is more fair and equitable to the customer and the City, and comparable to our neighboring cities.
5. Page 7: The Illinois Environmental Protection Agency has instituted regulations in response to Legionnaires Disease. Potable water is not allowed to sit in a pipe and be static. The current code requires the fire service lines to be separate from domestic lines. The water in a dedicated fire line is static until it is used for fire sprinkler purposes. Therefore, the water is susceptible to Legionnaires Disease. The proposed directive eliminates static water while still providing sufficient water to sprinkler systems and protections to drinking water.

FISCAL IMPACT

These changes are intended to cover our costs for services.

CONCURRENCE

Recommended by:  _____
Joe Gillespie, Director of Public Works

Approved by:  _____
Christopher Conrad, City Manager

ORDINANCE NO. _____

ORDINANCE AMENDING THE CITY CODE CHAPTER 66 – LAND DEVELOPMENT CODE, ARTICLE V – DESIGN AND IMPROVEMENT STANDARDS, DIVISION 4 – LOTS, SECTION 66-5-4. STANDARDS FOR LOTS AND BLOCKS; DIVISION 6 – STREET DESIGN STANDARDS, SECTION 66-5-6 STREET DESIGN STANDARDS; DIVISION 7 – STREET CONSTRUCTION, SECTION 66-5-7. STREET CONSTRUCTION STANDARDS; DIVISION 8 – STORM WATER, SECTION 66-5-8. STORM WATER MANAGEMENT REQUIREMENTS; DIVISION 9 – WATER, SECTION 66-5-9. STANDARD FOR WATER SERVICES; AND DIVISION 10 – SANITARY SEWER, SECTION 66-5-10. SPECIFIC STANDARDS FOR PUBLIC SANITARY SEWERS.

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

WHEREAS, City has determined it necessary to update the City Code regarding Chapter 66 – Land Development Code, Article V – Design and Improvement Standards for the purpose of providing the best services possible to residents.; and

WHEREAS, City has determined it necessary to amend the following Sections of City Code regarding Chapter 66 – Land Development Code, Article V – Design and Improvement Standards; and

- Section 66-5-4. Standards for Lots and Blocks;
- Section 66-5-6. Street Design Standards;
- Section 66-5-7. Street Construction Standards;
- Section 66-5-8. Stormwater Management Requirements;
- Section 66-5-9. Standard For Water Services; and
- Section 66-5-10. Specific Standards for Public Sanitary Sewers

Herein collectively referred to as “Amendments”.

WHEREAS, Chapter 66 – Land Development Code, Article V – Design and Improvement Standards shall now state:

DIVISION 4. LOTS

Sec. 66-5-4. Standards for lots and blocks.

- (a) All lots in a subdivision shall conform to the minimum lot area and dimension requirements of the zoning district in which said subdivision is located. Land that is under water or

reserved for street improvements shall not be counted to satisfy these minimum requirements. Every corner and through lot shall be large enough to permit compliance with the district's front setback requirements on every side of the lot that faces a street. All lot remnants shall be added to adjacent lots to avoid the creation of unbuildable parcels. All lots shall contain adequate space for required off-street parking and loading. All side lot lines shall be at right angles to straight street right-of-way lines or radial to curved street right-of-way lines except where a deviation from this rule will provide a better street and lot design. Flag lots are not allowed.

- (b) Blocks in a subdivision shall be sufficiently wide to accommodate two tiers of lots, having the minimum depth required by the zoning district regulations; provided, that this requirement may be waived in blocks adjacent to local collector or collector streets, railroads, or watercourses.
- (c) No block shall be longer than 1,400 feet, or shorter than 500 feet. Wherever practicable, blocks along collector streets shall not be less than 1,000 feet in length.
- (d) In a subdivision, crosswalks, not less than eight feet wide, may be required through the center of blocks more than 1,000 feet long where necessary to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities.

DIVISION 6. STREET DESIGN

Sec. 66-5-6. Street design standards.

5-6.1 General

The design standards specified hereinafter are minimum standards. All plans and designs are subject to review by the director of public works.

All streets shall be properly integrated with the existing and proposed street system indicated in the municipal comprehensive plan, and shall meet the specifications set forth in subsequent sections.

5-6.2 Abbreviations

Wherever in these specifications or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials
AWWA	American Water Works Association
IDOT	Illinois Department of Transportation
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NESC	National Electrical Safety Code

5-6.3 Standards for Streets

- (a) Roadway pavement design life shall be 20 years.
- (b) Roadways structural design traffic shall be the projected ADT for the tenth year from the estimated date of construction completion. Trip generation projections shall be based on current rates, plots and equations in the trip generation manual developed by ITE.
- (c) The roadbed soils to be used shall be tested or classified per IDOT accepted methods to determine the appropriate Illinois Bearing Ratio minimum value to be used in the design of the roadway.
- (d) Pavement types shall be flexible (hot-mix asphalt binder/surface) or PCC (Portland cement concrete) using IDOT approved materials and combinations of materials, except as provided below. Bituminous surface treatment (oil and chip) are prohibited.
- (e) All deleterious materials shall be removed from the proposed roadway limits.
- (f) All driveways, from the edge of road pavement or back of curb to the right-of-way, shall be constructed of reinforced concrete in accordance with article IV, section 62-101 of this Code. Minimum concrete compressive strength shall be 3,500 psi at 14 days.
- (g) Road elevations shall be determined by the stormwater drainage design to limit stormwater encroachment to allow for nine feet of dry pavement each side of the centerline on local/residential streets and two-lane collector streets, and one-half traffic lane maximum encroachment on a four-lane collector road. Encroachment calculations shall be based on stormwater runoff during a ten-year storm. Refer to section 66-5-8 for stormwater design requirements. Rural drainage employs the use of open channels or swales to convey stormwater along the roadway. Urban drainage incorporates curb and gutter along the edge of the pavement for conveying stormwater along the roadway
- (h) Curb radii. To permit safe vehicular movements at corners, the minimum curb radius at the intersection of two streets shall be:
 - Alley: 20 feet.
 - Local/Residential streets: 25 feet.
 - Collector streets: 30 feet.If intersecting streets are not the same classification, the radii for the higher street classification shall apply, requiring the larger radii.
- (i) Joints. To prevent the unwanted movement of concrete streets typically occurring at tee intersections, curves, and hills a rubberized expansion joint shall be installed at these locations.

TABLE 1.1
STREET DESIGN SPECIFICATIONS

<i>Residential Street Classification</i>	<i>ADT</i>	<i>Permitted On-Street Parking</i>	<i>Min. R.O.W. Required (ft.)</i>	<i>Pavement Width (ft.)</i>	<i>Thickness (in.)</i>
Alley	0—100	None	20	10	To be determined.
Local/Residential	100—750	One side	50	28 min.	7" PCC unreinforced over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil, 10" HMS over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil
Minor collector (collects local/res. streets and outlets to Major Coll.)	750—2,500	Both sides	80	36 min.	7.5" PCC doweled joints over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil, 11" HMS over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil
Major collector (e.g. peripheral route, Broadway, Poplar, Lindenthal)	Over 2,500	None	100	Design to be determined by the combined planning and zoning board and director of public works.	8" PCC doweled joints over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil, 10" HMS over 8" of compacted CA-6; or 4" of compacted CA-6

					over 12" modified soil
Arterial	To be determined by the combined planning and zoning board and director of public works.	None	100	Design to be determined by the combined planning and zoning board and director of public works.	
Industrial		None	50	28 min.	To be determined by the combined planning and zoning board and director of public works.

5-6.4 Cul-de-sac

- (a) *Temporary stub streets.* Streets shall be aligned to provide for the continuation of principal streets between adjacent properties when such continuation is necessary for convenient movements of traffic, effective fire and police protection, and efficient provision of utilities and where such continuation conforms to the city's official maps. If the adjacent property is undeveloped and the street must dead-end temporarily, the right-of-way shall be extended to the property line, and no strip that would prevent connections with future streets shall be reserved. A temporary turn around shall be provided at the terminus of any temporary dead-end street. The temporary turn around shall have a minimum radius of 35 feet (detail drawing provided upon request).
- (b) *Permanent dead-end streets.* The terminus of a permanent dead-end street shall not be closer than 50 feet to the boundary of an adjacent tract. A cul-de-sac turnaround, having a minimum outside pavement radius of 43 feet (detail drawing provided upon request), shall be provided at the end of every permanent dead-end street.

5-6.5 Intersections

- (a) *Only two streets.* Not more than two streets shall intersect at any one point.
- (b) *Angles.* Streets shall be laid out to intersect as nearly as possible at right angles; in no case shall two streets intersect at an angle of less than 75 degrees. A street shall not be any closer than 120 feet from an intersection.
- (c) *Proper alignment.* Proper new intersections along one side of an existing street shall coincide with any existing intersections on the opposite side of such street. Street jogs with centerline offsets shall not be permitted.
- (d) *Adequate sight lines.* Where any street intersection will involve earth banks or existing vegetation, the owner/developer shall cut such ground and/or vegetation (including

trees) in connection with the grading of the public right-of-way to the extent necessary to provide adequate sight distance.

5-6.6 Additional right-of-way

Right-of-way widths greater than the standards set forth in the table of street design specifications (Table 1.1) shall be required where:

- (a) Due to topography, additional width is necessary to provide adequate earth slopes; the maximum cut to fill slope resulting from street grading is three horizontal to one vertical.
- (b) Due to the location of railroad tracks, additional width is needed to construct overpasses, underpasses, and approaches thereto.
- (c) Due to the potential for future widening, additional width is needed to accommodate traffic lanes, bicycle lanes or pedestrian facilities.

5-6.7 Peripheral route access

Streets intersecting the city's peripheral route shall be a minor collector or greater, not less than 800 feet apart. Local/residential, terminal access and residential driveway access to the city's peripheral route will not be permitted.

DIVISION 7. STREET CONSTRUCTION

Sec. 66-5-7. Street construction standards.

5-7.1 General

- (a) All construction shall conform to the IDOT Standard Specifications for Road and Bridge Construction (latest edition) and Construction Manual (latest edition). This includes all materials and construction requirements.
- (b) Cross reference—Streets, sidewalks, and other public places, Chapter 62.
- (c) Work site shall be kept clean and properly barricaded for safety at all times.
- (d) All underground utilities underneath or crossing all roadways shall be constructed prior to any roadwork.
- (e) Surface tests shall be in accordance with applicable sections of the Standard Specifications for Road and Bridge Construction.

All tolerance checks shall be taken and recorded by the engineer's representative and certified to the public works department by the engineer. Any work found out of tolerance shall be immediately corrected by the contractor before proceeding with the work. The deficiency and correction shall be properly recorded by the engineer's representative with documentation copied to the city's public works director. Corrections to asphalt and concrete pavements shall be per IDOT approved methods.

- (f) All rebar, castings, fitting, sign posts and associated metal incorporated into public right-of-way shall be of domestic manufacture in accordance with the "Buy American Act".

- (g) All contractors performing street construction must be prequalified by the city. Prequalification includes, but is not limited to, IDOT prequalification or a past work history of performing satisfactory road work for municipalities.

5-7.2 Road cuts and patches

- (a) All road cuts shall be authorized in advance by the director of public works.
- (b) Repair of road cuts and patches shall conform to IDOT approved methods.

5-7.3 Preservation of trees

No trees shall be removed outside of excavated or filled areas, unless authorized by the city arborist and/or tree commission. Trees left standing shall be adequately protected from permanent damage by construction operations with use of erosion control barriers, fencing or other methods approved by the city.

5-7.4 Erosion control

All erosion from construction activities shall be contained on the construction site. A Stormwater Pollution Prevention Plan (SWPPP) shall be designed for the development in accordance with IEPA requirements. Weekly inspections shall be conducted and documented by the owner/developer's representative in accordance with IDOT requirements. Copies shall be delivered monthly to the director of public works. If disturbance is greater than one acre, a "notice of intent for construction activities" permit shall be obtained from IEPA.

5-7.5 Flexible pavement construction

This work shall be in accordance with applicable sections for Hot-Mix Asphalt Binder and Surface Course pavement of the Standard Specifications for Road and Bridge Construction.

The director of public works shall approve all mix designs prior to construction.

5-7.6 Rigid pavement construction

As a preferred method, Portland cement concrete pavement shall be placed with a slip-form paver with an electronic grade-control system, and capable of striking off, consolidating, and finishing the pavement to the required cross section. Pavement may be placed monolithically with the curb and gutter providing the contractor can demonstrate an adequate placement method. The longitudinal joints shall be placed by dividing the pavement width into three equal parts for local/residential. Every attempt should be made to space the transverse joints making the panels as square as possible, but in no case shall exceed 12-feet.

This work shall be in accordance with applicable sections for Portland Cement Concrete pavement of the Standard Specifications for Road and Bridge Construction.

The director of public works shall approve all mix designs prior to construction.

5-7.7 Curb and gutter construction

All streets, except those classified as alleys, shall be constructed with concrete curbs and gutters.

- (a) Those streets classified as major collectors shall be constructed with combination concrete curb and gutter, type B-6.24 in accordance with IDOT Highway Standard 606001.

- (b) Those streets classified as minor collector or local/residential may be constructed with a combination concrete curb and gutter with a mountable curb type.
- (c) The gutter width of the combination concrete curb and gutter shall be 24 inches, the front of the gutter thickness shall be equal to the adjacent pavement thickness (min. 7”), the back of the gutter thickness shall be 11”, the back of the curb shall be 3-inches higher than the front, and capable of providing adequate stormwater drainage (detail D-ST6, provided upon request). The design shall be approved by the director of public works.
- (d) No V-type gutter is allowed.
- (e) The concrete mix designs shall meet IDOT specifications and shall be approved by the director of public works prior to construction.
- (f) Curb and gutter constructed adjacent to flexible pavement shall have a one-inch thick expansion joint shall be installed at points of curvature for short-radius curves and at construction joints.
 - (1) Contraction joints shall be placed between expansion joints at distances not to exceed 12 feet.
 - (2) Contraction joints shall be sealed in accordance with IDOT specifications.
- (g) All expansion joints shall be constructed in accordance with IDOT Highway Standard 606001. Dowel bars shall be fitted with caps having an inched stop that will provide a minimum one inch of expansion.

5-7.8 Testing

- (a) Testing for subgrade, base course, pavement, and sidewalks shall be in accordance with the IDOT Manual of Test Procedures for Materials.
- (b) All samples and tests shall be taken by an independent engineering testing laboratory at the expense of the contractor or owner/developer.
- (c) An original and one copy of all test results shall be promptly submitted to the public works department. The test results shall be signed, sealed and dated by the professional engineer of the testing laboratory company.
- (d) Any work found deficient by the test results shall be removed and replaced by the contractor at his/her expense.
- (e) The testing laboratory must be authorized to operate in the State of Illinois and maintain a full-time registered professional engineer on staff to review services.

5-7.9 Signage

- (a) Street name signs and traffic control devices of the size, height, and type approved by the director of public works shall be supplied and placed by the owner/developer at all intersections within or abutting any subdivision.
- (b) All street names and addresses will be assigned by the Madison County 9-1-1 Coordinator. Street names shall be sufficiently different in sound and spelling from other street names in the city and in the 911 emergency service number area as to avoid confusion.

- (c) Street name signs shall be placed at all street intersections and shall be white lettering on dark blue background. Street name shall comply with the latest revision of the MUTCD.
- (d) Sign height and location shall conform to the MUTCD and IDOT specifications, except as otherwise required in these specifications.
- (e) Sign material shall be aluminum (0.080) gage thickness.
- (f) Sign posts shall be galvanized in accordance with IDOT standard 729001-01.
- (g) Sign mounting shall be on the top of the sign post. The street name sign shall have a vertical ground clearance of seven feet.
- (h) All regulatory signs shall conform to the MUTCD and IDOT specifications, pertaining to materials, shapes, lettering, symbols, coloring, location and placement.
- (i) A street which is planned as a continuation of an existing street shall bear the same name.

5-7.10 Pavement markings

- (a) All markings shall conform to the MUTCD and IDOT specifications and requirements.
- (b) Marking paint shall be reflective and shall consist of two separate coats.
- (c) Pavement lane and edge lines are required on major collector unless otherwise directed by the public works department.
- (d) Bicycle lane markings shall be marked as required.
- (e) All PCC concrete surfaces shall be pressure washed to remove all curing compound prior to the application of any pavement markings.
- (f) All crosswalks shall be painted or otherwise marked in a manner meeting MUTCD and ADA standards.

5-7.11 Survey markers

- (a) Permanent survey reference markers shall be installed at all points of curvature and right-of-way corners.
- (b) Location and installation shall be performed under the direct supervision of a professional land surveyor licensed in the State of Illinois.
- (c) A brass disc shall be used in Portland cement concrete pavements.

5-7.12 Sidewalks

In a subdivision, sidewalks shall be required:

- (a) On the recommendation of the combined planning and zoning board that sidewalks are needed to provide pedestrian access and to ensure public safety.
- (b) Along both sides of the street, near schools, shopping areas, and other public places.

The requirements of this section may be waived only if the combined planning and zoning board advises the city council that, in the area in question, sidewalks are not needed to ensure

public safety, and/or that topographical conditions make the installation of sidewalks impractical and if the city council approves this recommendation. All sidewalks constructed within the city shall meet the requirements of the IDOT Standard Specifications for Road and Bridge Construction.

As part of the development and acceptance of the infrastructure by the City, the developer/owner shall construct all of the sidewalks and sidewalk ramps for the subdivision. Special care shall be taken during home construction to avoid damaging the sidewalks. Sidewalks shall be removed at the location of the driveway and constructed with the driveway as described in 5-7.11(j).

- (c) Sidewalks shall be designed to provide continuous walking paths for pedestrians within each development and connecting with adjoining pedestrian facilities.
- (d) Sidewalks shall be ADA-compliant.
- (e) Sidewalks abutting the roadway pavement at intersections shall align with the sidewalk or proposed sidewalk on the opposite side of the street. Sidewalk ramps will be required at intersecting streets.
- (f) The minimum width of sidewalk shall be five feet.
- (g) The minimum distance between the back of curb and the face of sidewalk shall be three feet with a maximum slope of four percent.
- (h) Sidewalks shall be constructed with an IDOT approved Portland cement concrete mix in accordance with Section 424 of the Standard Specification for Road and Bridge Construction.
- (i) Sidewalk cross slope (transverse to the direction of travel) shall not exceed ADA standards.
- (j) Sidewalk shall be constructed of a minimum of four inches in thickness of Portland cement concrete with four inches in thickness of compacted aggregate base (CA 6) except across driveways, where the minimum thickness of walk shall be six inches with four inches of base.
- (k) Sidewalks shall be constructed on a continuous grade through driveways with an ADA-compliant cross slope.
- (l) Construct sidewalk ramps as appropriate at road crossings. Ramps shall be ADA-compliant and shall be in general conformance with IDOT Highway Standard 424001. The width of the ramp (excluding the flared sides or side curbs) shall match the sidewalk width.
- (m) Expansion joints in accordance with IDOT specifications shall be placed where the sidewalk concrete adjoins existing concrete and every 100 feet along the length of the sidewalk.
- (n) Tooled contraction joints in accordance with IDOT specifications shall be placed at five foot intervals where possible, along the length of the sidewalk. Joint spacing shall not exceed six feet, nor be less than four feet. Sawed contraction joints are not acceptable.

- (o) Concrete surface finish and curing shall be per IDOT Type B finish specifications. No smooth finishes or “picture framing” will be accepted.
- (p) Concrete curb cuts for sidewalk ramps shall comply with IDOT Highway Standard 606001.
- (q) Work area shall be protected and properly barricaded for safety to the public.
- (r) Testing shall be conducted as specified in subsection 66-5-7.7.
- (s) Every effort shall be made to avoid placing valves, manholes, junction boxes or any other at-grade utility within proposed sidewalks. Inlet lids that encroach into sidewalks shall be tied to the sidewalk with reinforcing tie bars.
- (t) Detectable warnings shall be constructed in accordance with current ADA requirements. Panels shall be red. Panel fragments may not be used unless approved by the engineer. Radial panels shall be used when required to comply with standards. Straight panels may not be cut to create a radius unless written exception is granted by the city's public works director. Detectable warnings shall be approved prior to installation.

5-7.13 Maintenance responsibility

After completion of street construction by the owner/developer, and the receipt of all construction testing reports, the as-built record drawings and the engineer of record's certification that the improvements are in substantial conformance with the development specifications and intent, the director of public works shall make a final inspection of all streets to ascertain the acceptability of all aspects of the development. The owner/developer shall be responsible for all maintenance of streets, curbs, sidewalks, gutters and associated appurtenances until all required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

DIVISION 8. STORMWATER

Sec. 66-5-8. Stormwater management requirements.

5-8.1 General

- (a) Any person, firm, corporation, or other entity proposing to construct buildings or develop land within the jurisdiction of the city shall prepare and submit, for review by the director of public works, a stormwater management plan that describes the manner in which erosion, sediment and runoff resulting from the development will be controlled and managed. The plan shall be submitted in accordance with the preliminary plat review timeframe and deadlines. In lieu of a preliminary plat a site plan must be submitted within the site plan review timeframe and deadlines. The provisions of this section shall be applicable to the following developments:
 - (1) Any residential development or redevelopment having a gross aggregate area of one acre or more; or
 - (2) Any commercial, industrial, institutional or utility development or redevelopment that has a gross aggregate area of one-half acre or more.

- (b) No building or construction permits, improvement plan, site plan, or plat approval shall be issued by the city until the stormwater management plan has been reviewed and approved by the director of public works as meeting the requirements of this chapter, or the requirement for such stormwater management plan has been waived by the director of public works.
- (c) Unless otherwise provided herein, downstream property owners, watercourses, channels, or conduits shall not receive stormwater runoff from proposed upstream developments at a higher peak flow rate than would have resulted from the same storm event occurring over the site of the proposed development with the land in its natural, undeveloped condition, nor shall stormwater runoff exceed the capacity of the natural drainage system.
- (d) Stormwater runoff resulting from a proposed development shall be detained on-site:
 - (1) By wet or dry bottom reservoirs;
 - (2) By underground reservoirs;
 - (3) On flat roofs or parking lots; or
 - (4) By other detention methods reviewed and approved by the director of public works.
- (e) For purposes of designing adequate on-site detention facilities, the Illinois State Water Survey Bulletin 70 rainfall data for this region shall be used.
- (f) All stormwater facility maintenance shall be in accordance with section 66-5-12.7 of this code.
- (g) Drainage basins serving more than one property shall be contained within an outlot, owned by the entity responsible for maintenance of the facility.

5-8.2 Detention basins

Detention basins (dry basins) may be constructed to temporarily detain the stormwater runoff so that the rate at which it is released is the same rate as before development. The requirement for stormwater detention shall be evaluated for all development or redevelopment projects submitted to the city for review and approval. Detention shall be deemed necessary if the post-development runoff exceeds the predevelopment runoff. The following features shall be incorporated into the design of any detention basin:

- (a) The stormwater drainage system shall be designed to control the peak rate of discharge from the site for the two-year, five-year, ten-year, 25-year, 50-year and 100-year storm events to levels that will not cause an increase in flooding or channel instability downstream when considered in aggregate with other developed properties and downstream drainage capacities. These multiple storm durations shall be evaluated to determine the peak storage requirement.
- (b) The post-developed peak flow rate from the site may not exceed the existing peak flow rate for the two-year, five-year, ten-year, 25-year, 50-year and 100-year storm events.
- (c) Outlet works shall be designed to limit peak outflow rates from detention storage areas to, or below, peak flow rates that would have occurred prior to the proposed development. Due to the potential for maintenance problems associated with small diameter outfall pipes from detention facilities, no outfall pipe smaller than six inches in diameter shall be used.

- (d) Outlet structures shall not include any mechanical components or devices and shall function without requiring attendance or control during operation.
- (e) Emergency spillways shall be provided to permit the safe passage of runoff generated from storms that exceed a 100-year storm event.
- (f) The basin shall have sufficient volume and spillway capacity to pass/contain the 100-year storm event with the low flow outlet obstructed.
- (g) The two-year, five-year, ten-year, 25-year, 50-year and 100-year inflow hydrographs for the existing and developed conditions shall be determined by utilization of a unit hydrograph routing method such as TR-20, HEC-1, or HEC-HMS. Rainfall data and distributions shall be utilized as described in Bulletin 70 and Circular 173 published by the Illinois State Water Survey. Enough durations of each required frequency must be run to determine the peak storm flow rate for each frequency. The inflow hydrographs shall be developed based on the actual flow and timing characteristics upstream of the detention facility. For small drainage basins (20 acres or less), the rational method for detention storage as described in the Illinois Department of Transportation Drainage Manual may be used if approved by the director of public works.
- (h) Predevelopment runoff shall be based upon a maximum CN value of 76 for type B hydrologic soils groups and a CN value of 82 for type C hydrologic soils groups in agricultural areas unless the owner/developer's registered professional engineer provides significant evidence (e.g. prior development) for a higher existing value.
- (i) Detention basin volume will be based on routing of the post-developed two-year, five-year, ten-year, 25-year, 50-year, and 100-year inflow hydrographs through the detention basin while satisfying the appropriate allowable release rates.
- (j) Routing may be performed manually or by appropriate computer methods. In all cases, it must be shown that downstream backwater/tailwater does not affect the performance of the detention outlet, or that the method employed is capable of evaluating such downstream effects.
- (k) The owner/developer's registered professional engineer shall be required to submit the following sealed computations for evaluation of the stormwater detention system:
 - (1) Elevation vs. discharge tables or curves for outflow structure(s).
 - (2) Elevation vs. storage tables or curves for the basin or pond.
 - (3) Routing calculations and data for all storm frequencies to include (at a minimum): inflow, storage, elevation, and outflow throughout the storm runoff and outflow duration. These parameters must be shown at intervals short enough to define the peak inflow and outflow.
 - (4) Hydraulic grade line computations for pipes entering and leaving the detention basin for all storm frequencies.
- (l) A registered professional engineer shall seal all storm water computations.
- (m) The maximum planned depth of stormwater stored shall not exceed three feet.
- (n) The maximum side slopes for grassed basins shall not exceed one-foot vertical for three feet horizontal (3:1 slope).
- (o) For developments larger than five acres, in no case shall the limits of maximum ponding be closer than 30 feet horizontally from any building and less than two feet vertically below the lowest sill elevation. A minimum of one foot of freeboard shall be

provided within the basin for the 100-year event, and a minimum of two feet shall be provided between the design high water surface and any adjacent building.

- (p) For developments five acres or less, in no case shall the limits of maximum ponding be closer than 30 feet horizontally from any building and less than one-foot vertically below the lowest sill elevation. A minimum of six inches of freeboard shall be provided within the basin for the 100-year event, and a minimum of one foot shall be provided between the design high water surface and any adjacent building.
- (q) The basin bottom should be designed to drain within 24 hours. If the bottom surface is grass, the minimum slope shall be one percent.
- (r) Small flows through the detention basin should be handled by paved ditches from inflow structures to the outflow structure to minimize erosion and soil saturation.
- (s) If the detention basin is to have other uses, the design of the basin bottom should include underdrains to expedite drying of the bottom between runoff events.
- (t) Designs should result in aesthetically pleasing configurations that will encourage public acceptability.
- (u) Outfall storm sewer structures for detention ponds and basins shall be piped through lots.

5-8.3 Retention ponds

Retention ponds (wet basins) may also be used to temporarily detain the runoff from the development. In addition to the general design features for detention basins listed above, the following shall be incorporated into the design of any retention pond:

- (a) To minimize weed growth, the normal pool depth shall be four feet minimum.
- (b) If fish are to be kept in the pond, at least one-quarter of the area of the permanent pool shall have a minimum depth of ten feet.
- (c) To ease cleaning of the pond or shoreline maintenance, the pond design shall include provisions for emptying the pond.
- (d) The design of a pond may include a low flow bypass channel or pipeline to divert runoff that can be accommodated by downstream drainageways.
- (e) To minimize the effects of waves or ice, bank stabilization such as riprap or concrete shall be placed along the normal pool shoreline.
- (f) The maximum earth slopes above the normal pool elevation shall not exceed a three-foot horizontal to one-foot vertical (3:1) slope.
- (g) The side slopes below the normal pool elevation may exceed the maximum side slope permitted above normal pool; however, the design shall include provisions for a safety ledge having a depth of water not greater than three feet and being a minimum three feet wide immediately adjacent to the shoreline.
- (h) Outfall storm sewer structures for retention ponds and basins shall be piped through lots.

5-8.4 Other detention methods

- (a) Detention storage may be met in total or in part by detention on roofs. Details of such design which shall be included in the building permit application and noted on the site plan applications, shall include the depth and volume of storage, details of outlet devices and downdrains, elevations of overflow scuppers, design loadings for the roof structure and emergency overflow provisions. Connection of roof drains to sanitary sewers is prohibited.
- (b) All or a portion of the detention storage may be provided in underground or surface detention facilities including basins, tanks, or swales.
- (c) Underground detention storage utilizing storm sewers, inlets, manholes, and appurtenances is prohibited.

5-8.5 Safety feature

The design of detention facilities shall incorporate safety features, particularly at outlets, on steep slopes, and at any attractive nuisances, to include, as necessary, fencing, handrails, lighting, steps, grates, signs and other protective or warning devices to restrict access during critical periods and to afford some measure of safety for both authorized and unauthorized persons.

5-8.6 Detention facility construction

- (a) The stormwater detention facilities must be built in conjunction with the storm sewer installation and be fully operational after the clearing of vegetation.
- (b) Silt and debris associated with construction operations shall be removed periodically from the detention area to maintain full storage capacity.

5-8.7 Stormwater management plan

- (a) To ensure compliance with the requirement for a stormwater management plan, every owner/developer shall provide the following:
 - (1) Topographic plans showing all existing and proposed grades, culverts, ditches, inlets, and other stormwater management features, along with:
 - (2) Detention calculations and a site plan detailing total drainage area and breakdown of land usages, times of concentration, existing peak discharge for each design storm, existing and proposed runoff coefficients, and total required detention; and
 - (3) The location of proposed detention facilities detailing the limits of ponding for each design storm and the total available volume, details of outlet structure(s), and calculations showing peak discharge from outlet structure(s) for each design storm.
 - (4) A maintenance agreement in accordance with section 5-12.7.
- (b) The director of public works, on a case-by-case basis, shall have the authority to require additional information for an appropriate review and to grant variances from these requirements.
- (c) Regarding drainage facilities owned by IDOT, any stormwater design calculations reviewed and approved by IDOT shall serve as fulfilling the requirements in this section, provided that the owner/developer submits documentation of such approval to the public works director. Drainage facilities beyond IDOT's facilities shall be reviewed and approved as provided in this code.

- (d) The minimum design requirements of this chapter, shall not be construed to relieve the owner/developer of any legal responsibilities for downstream or upstream stormwater damages caused by runoff or backup from the development.
- (e) The owner/developer shall submit record drawings to the director of public works indicating all revisions and modifications to the stormwater facilities made during construction. Revisions shall be clearly identified and distinguished from the original plan. Corrections may be required prior to final acceptance by the city.

5-8.8 General stormwater design considerations

- (a) The plans and specifications of every drainage and storm sewer system shall include provisions to show compliance with the drainage laws of the state, and any subdivision thereof, in effect at that time, provided, however, that in requiring that the owner/developer evidence planned compliance with drainage laws, the city assumes no responsibility to landowners or others for damage caused by noncompliance with such laws.
- (b) Properly designed storm sewer system drainage facilities shall be provided in the rear of lots to assure sufficient drainage from back yards.
- (c) Properly sized storm sewers shall be provided to carry surface runoff from streets and curb and/or gutters and shall be of sufficient length so that they transport the runoff to at least 60 feet from the street pavement and into existing natural drainage ways, swales or approved drainage facilities.
- (d) Natural drainage swales may be utilized to accommodate surface runoff providing they are located near lot lines and the flows carried therein do not pose a health or safety hazard for residents or occupants.
 - (1) In general, all drainage swales having less than 1.0 percent slope shall be paved with Portland cement concrete or shall be constructed with inlets and storm sewers. If storm sewers are used, the inlets shall be spaced at every other lot line. Ditches over two feet deep from the adjacent ground line to the flow line of the ditch shall utilize storm sewer to carry stormwater flows.
 - (2) Open channels shall have a minimum two feet flat bottom with maximum three feet horizontal to one-foot vertical side slope.
- (e) Drainage facilities shall be adequate to accommodate runoff from the entire drainage basin upstream of the proposed subdivision.

Potential runoff shall be determined on the basis of maximum land use of the upstream area that is consistent with current zoning or adjacent land use trends.

- (f) To protect downstream property from potential damages by increased flows or greater velocities, and where such facilities are deemed necessary in the interest of public safety and welfare, the city shall require the owner/developer to install drainage detention or retention facilities.

Drainage detention facilities shall be designed to accommodate the excess runoff, due to the proposed development, from the 100-year design storm.

5-8.9 Specific stormwater design requirements

- (a) Drainage facilities shall be designed using either the rational method, as discussed in the IDOT Drainage Manual, the Illinois State Water Survey Bulletin — 70, or the Soil Conservation Service TR-55 or TR-20 methodology as applicable. Detention facilities shall be designed by the methodology discussed in the IDOT Drainage Manual Detention Storage Section, or designed by utilizing the Corps of Engineers HEC-1 program or the WSPRO (Water Surface Profiles Program).
- (b) Storm sewers and installed by the owner/developer to satisfactorily accommodate the runoff incident to the ten-year design storm. Cross road culverts shall be designed and installed by the owner/developer in accordance with the IDOT Drainage Manual.
- (c) Design calculations showing capacities, velocities, hydraulic grade lines, discharge velocities, and the design of any riprap areas in accordance with the Corps of Engineers HEC-11 program, shall be submitted to the city for all storm sewer pipes and culverts.
- (d) The minimum diameter of storm sewers shall be 12 inches and the minimum diameter of pipe culverts shall be 15 inches. All storm sewers and culverts shall have an appropriate end section.
- (e) Storm sewers located under paved surfaces and within the right-of-way, shall be reinforced concrete pipe with sufficient wall thickness and reinforcement to carry the intended loading and meeting the requirements of ASTM C-76 and ASTM C-443.
- (f) Storm sewers and culverts located outside paved surfaces and beyond the right-of-way may be any of the following materials:
 - (1) Reinforced concrete pipe with sufficient wall thickness and reinforcement to carry the intended loading and meeting the requirements of ASTM C-76.
 - (2) Polyethylene pipe conforming to AASHTO M294-94. This pipe shall have a smooth wall interior fitted with elastomeric gaskets conforming to ASTM F477-93.
- (g) All trenches for pipe/storm sewers that are located within two feet of a paved surface shall be backfilled with compacted CA-6 aggregate according to trench backfill specifications in IDOT Standard Specifications for Road and Bridge Construction.
- (h) Manholes, designed in accordance with the requirements of the IDOT Standard Specifications for Road and Bridge Construction shall be installed at all changes in vertical grade or horizontal alignment of storm sewers unless the change in grade or alignment occurs at an inlet or catch basin. Steps shall be installed in manholes exceeding four feet in depth. All manhole lids frames, grates, and castings shall be of domestic manufacture.
- (i) The spacing for inlets/catch basins shall be calculated so that the runoff from the design storm (ten-year event) shall meet the spread requirements of the IDOT Drainage Manual Section 8-201; however, a minimum of nine feet on each side of the centerline on local/residential streets and two-lane collector streets, and one-half traffic lane maximum encroachment on a four-lane collector road, shall be free of any gutter flow during the design storm. Under no circumstances shall inlet spacing exceed 500 feet.

- (1) Inlets/catch basins shall be constructed in accordance with IDOT Highway Standards.
- (2) No open throat inlet shall have an opening greater than five inches high unless said opening is protected by a cross bar intended to prevent the entry of persons into the throat of the inlet.
- (3) Open throat inlets that are part of the sidewalk shall conform to section 66-5-7.11.
- (4) Vaned inlets shall be used on streets where the longitudinal slope exceeds five percent to reduce bypassing of stormwater flows.
- (j) The minimum and maximum gradients of pipes/storm sewers shall conform to the following criteria:
 - (1) Minimum grade shall be three-tenths percent.
 - (2) There is no maximum grade; however, riprap and/or energy dissipaters shall be utilized at discharge points, as needed, to minimize erosion.
- (k) The minimum and maximum gradients of earth drainage ways and/or swales shall conform to the following criteria:
 - (1) When located between lots, the swale shall be paved with concrete and constructed in accordance with IDOT Highway Standard 606401. Minimum slope shall be 0.35 percent.
 - (2) There is no maximum ditch or swale grade; however, the ditch or swale lining shall be sufficient to prevent erosion. Lining calculations shall be provided in the stormwater design submittal.
- (l) Shop drawings shall be submitted to the director of public works for approval before construction of improvements.

5-8.10 Sump pump drainage

- (a) Sump pump drainage lines shall be required for all new subdivisions.
- (b) The pipe system for sump pump drainage shall consist of six-inch diameter SDR 26 or Schedule 40 PVC at a minimum depth of 36 inches. A clean out shall be provided for each lot with a maximum spacing of 200 feet, at every change in direction, and at every junction of two or more lines. The cleanout shall have a steel cap for easier locating. The piping system shall be connected to the drainage facility within the subdivision. Slope shall be a minimum 0.25 percent.
- (c) All service lines to the main shall be privately owned and maintained and shall be a minimum one and one-half inch diameter.
- (d) All connections to the sump pump drainage system shall connected to the cleanout associated with each lot.
- (e) The sump pump drainage lines are intended for sump pump drainage only. Surface drainage shall not be allowed into the line.
- (f) All newly constructed buildings are required to be connected to the sump pump drainage system. The owner/developer shall install THWN soft drawn solid No. 12 copper tracer wire shall be taped on the side of the pipe at ten feet intervals maximum. Provide double length loop inside one-half inch CPVC conduit extending eight inches above the ground surface at cleanouts. Prior to final acceptance, the wire shall be tested in the presence of city employees to ensure that it locates properly.

- (g) Pipe trenches shall have a 4-inch bedding of clean rock (typically CA-7), a haunching and initial backfill to 12-inches above the pipe of clean rock, and excavated material to finish grade unless under a paved surface, which is backfilled with compacted CA-6 aggregate.

5-8.11 Maintenance

The owner/developer shall be responsible for all maintenance of storm sewer mains, manholes, lift stations, catch basins, basins, ponds and associated appurtenances until all the required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

DIVISION 9. WATER

Sec. 66-5-9. Standard for water services.

5-9.1 General

- (a) It is the responsibility of the owner/developer to install, or have installed, all water mains necessary to serve the proposed development. In addition, the owner/developer shall connect the water mains within said subdivision to the public water system, under the direction and supervision of the city, but at no cost to the city.
- (b) Shop drawings shall be submitted to the director of public works for approval before construction of improvements.
- (c) Fittings, valves, lids, boxes hydrants and all other associated hardware shall be of domestic manufacture in compliance with the Buy American Act.

5-9.2 Construction plans

- (a) The owner/developer's registered professional engineer shall first prepare detailed construction plans, determine a complete bill of materials, and complete all forms and submissions required for a permit from the IEPA.
- (b) The director of public works and the supervisor of water distribution and sewer collection shall review and approve said plans prior to submittal to the IEPA. It is the owner/developer's responsibility to secure IEPA approval.
- (c) Design and construction shall be in accordance with the applicable portions of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois".
- (d) Plans for, and actual installation of, all water mains shall assure at least a five-foot separation from all other utilities. Separation from sanitary sewer and storm sewers shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

5-9.3 Main requirements

- (a) Every water main extension installed by an owner/developer, either inside or outside the limits of his subdivision, shall be a minimum of 6-inches in diameter.
- (b) If a water main extension will ultimately serve future developments, the city may require the main to be larger than the minimum size.

- (c) All water mains shall be constructed meeting the requirements of AWWA C900 PVC water main and having slip-on-joints with rubber gaskets meeting the requirements of ASTM D-3139.
- (d) All water mains shall be a minimum 42 inches below finished grade with a maximum depth of 60 inches and shall be installed with lettering facing up.
- (e) Gate valves shall be underwriter's lab-approved resilient seat gate valves AWWA C-500 and shall be installed in valve boxes as specified by the city. Gate valves shall have factory applied epoxy coatings to the interior and exterior of the valve body and all stainless steel exposed hardware.
- (f) Valve boxes shall be manufactured by "Tyler" brand cast iron 5¼-inches with screw-type adjustment with valve box adapter manufactured by Adapter, Inc. Lids, shall be cast iron marked "water"(in accordance with detail D-W1, provided upon request).
- (g) All fittings shall be mechanical joints conforming to AWWA C111 and C600. Joints shall also include retainer glands brand "Mega Lugs." Concrete thrust blocks shall be poured for all mechanical joint fittings that cause a change in direction.
- (h) The owner/developer shall install THWN soft drawn solid No. 12 copper tracer, wire shall be taped on the side of the pipe at ten-foot intervals maximum. Provide double length loop inside one-half inch CPVC conduit extending eight inches above the ground surface at value boxes. Prior to final acceptance the wire shall be tested in the presence of city employees to ensure that it locates properly.
- (i) Where the trench for any water main or service line crosses the location of a paved surface, it shall be backfilled with compacted CA-6 to 24-inches past the edge of the paved surface. The water main may be placed on dirt in all other locations not under a paved surface.

5-9.4 Fire hydrants

- (a) The owner/developer shall submit a plan to the city for review of fire hydrant locations within the development.
- (b) No hydrant shall have a flow less than 1,000 gpm. The owner/developer shall indicate flow values on the plans.
- (c) The spacing between fire hydrants shall not exceed 400 feet.
- (d) Upon approval of said plan, the owner/developer shall install hydrants at the designated locations.
- (e) Without substitution, hydrants shall be AWWA C-502 Mueller Super 200 Centurion, Clow Madallion F2545, or Kennedy K-81A Guardian. The city shall specify.
- (f) Fire hydrant assemblies shall include an auxiliary valve, Mega Lugs, anchor coupling, or bolted all-thread rods, and thrust blocking in accordance with detail D-W2, provided upon request.
- (g) Hydrants shall be set so that at least the minimum pipe cover is provided for branch supply line and the nozzles are 18 to 24 inches above finished grade.

- (h) All hydrants shall stand plumb. Hydrants with pumper nozzles shall have hose nozzles parallel with, and the pumper nozzle perpendicular to, the curb line. Hydrants located behind curbs, where sidewalks extend close to or about the curb, shall be set so that no portion of the pumper or hose nozzle caps will be less than 12 inches from the back edge of the sidewalk and four feet from the back of curb. Where set between the curb and sidewalk, or between the sidewalk and property line, no portion of the hydrant or nozzle cap shall be within 12 inches of the sidewalk and four feet from the back of curb. Where no curb exists, the hydrant shall be no closer than eight feet from the edge of pavement and six feet from the flow line of the drainage ditch.
- (i) Immediately before installation of a hydrant, the following operations shall be performed: (1) the hydrant shall be thoroughly inspected; (2) the hydrant interior shall be thoroughly cleaned; and (3) the hydrant shall be opened and closed as many times as may be necessary to determine if all parts are in proper working order, with valves seating properly and the drain valve operating freely.

5-9.5 Testing

- (a) The owner/developer shall be required to provide water pressure testing and sampling as required by the IEPA and in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, in order for the city to obtain an operating permit. The owner/developer shall clean and disinfect all water mains per the IEPA requirements at their expense.
- (b) The public works department shall be present during the performance of all testing work and shall be notified of the time and place of testing at least 48 hours prior to commencement of the test.
- (c) Water meters and pressure gauges shall be accurately calibrated and shall be subject to review and acceptance by the public works department.
- (d) A public works representative shall deliver all samples to the laboratory for testing. Samples must pass and the public works department must receive written confirmation of the results from the laboratory.

5-9.6 Maintenance

The owner/developer shall be responsible for all maintenance of water mains, valves, fire hydrants and associated appurtenances until all the required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

5-9.7 IEPA approval

No connection to the existing water main, or water service taps shall be made until the city has received an operating permit from the IEPA.

DIVISION 10. SANITARY SEWER

Sec. 66-5-10. Specific standards for public sanitary sewers.

5-10.1 General

- (a) It is the sole responsibility of the owner/developer to provide a sanitary sewage disposal system for every subdivision or development, which complies with the regulations of the IDPH Private Sewage Disposal Licensing Act and Code, the IEPA, and/or the Madison County On-Site Sewage Disposal. In addition, the owner/developer shall connect the sanitary sewer mains within said subdivision or development to the public sewer system, under the direction and supervision of the city, at no cost to the city.
- (b) Sanitary sewer shall not be interconnected with any storm sewer piping or drains.
- (c) Shop drawings shall be submitted to the director of public works for approval before construction of improvements.

5-10.2 Requirements for extension of existing mains

- (a) If the public sanitary sewer system is within 600 feet of the proposed subdivision or development, and said system has the available capacity, the owner/developer shall extend the existing system and sewer to his entire proposed development at the owner/developer's own expense.
- (b) Should the public sanitary sewer system be more than 600 feet away from the proposed subdivision or development, the city may negotiate with the owner/developer to share the cost of extending the existing system and sewer.

5-10.3 Construction Plans

- (a) The owner/developer shall employ a professional engineer registered in the State of Illinois to first prepare detailed, sealed construction plans, including the extension of any existing public sewer main, determine a complete bill of materials, and complete all forms and submissions required for a permit from the IEPA.
- (b) The director of public works and the supervisor of water distribution and sewer collection, shall review and approve said plans prior to submittal to the IEPA. It is the owner/developer's responsibility to secure IEPA approval.
- (c) Design and construction shall be in accordance with the applicable portions of the current edition of the Standard Specifications for Water and Sewer Main Construction in Illinois.
- (d) As part of said plans, the owner/developer shall locate every sanitary sewer main within the right-of-way, or within an easement.
- (e) The city shall retain the right to disapprove the proposed location of any sewer main.

5-10.4 Sewer pipes

- (a) Pipes used for sewer mains shall either be polyvinyl chloride (PVC) sewer pipe conforming to ASTM D 3034, type PSM for sizes 8"—15" and ASTM F-679-89 for sizes 18"—36".
- (b) For PVC pipe, the standard dimension ratio (SDR) shall be a minimum of 26.
- (c) Joints for PVC sewer pipe shall conform to ASTM D-3212.
- (d) Bedding, haunching and backfill shall be in accordance with Detail D-T1 provided upon request.

- (e) The minimum allowable size for sewer mains shall be 8-inches in diameter.
- (f) All sewer mains shall be installed using a pipe laser to align the sewer to the correct vertical grade and horizontal alignment.
- (g) The maximum distance between manholes shall be 400 feet.
- (h) Minimum cover over sewer collection pipe shall be 5-feet, unless approved otherwise by the director of public works.
- (i) No other utility shall pass through, or come in to contact with, a sewer pipe.
- (j) Pipe trenches shall have a 4-inch bedding of clean rock (typically CA-7), a haunching and initial backfill to 12-inches above the pipe of clean rock, and excavated material to finish grade unless under a paved surface, which is backfilled with compacted CA-6 aggregate.

5-10.5 Service connections

- (a) The owner/developer shall provide a 4-inch SDR 26 service connection for each residential, commercial, or industrial lot, accomplished by way of a sanitary tee fitting matching the diameter of the sewer main and the service lateral, made from the same material as said pipes, and installed in the sanitary sewer main to provide for connection of said laterals to the sewer main. Services shall not be allowed to cross private property to serve the intended property.
- (b) The sanitary tee fitting shall be installed in said sewer main in such a manner so that the centerline of the service riser will be 45 degrees above a horizontal plane through the center of the main.
- (c) Material joining the sanitary tee fitting to the pipes shall be free from cracks and shall adhere tightly to each joining surface.
- (d) The lateral shall be extended to the property line or easement line (whichever is greater). The end of the lateral shall be marked with a one-inch PVC Schedule 40 pipe, a minimum five feet above finished grade, and shall have a one-half-inch × 13-foot rebar driven below grade, with a minimum two feet above finished grade.
- (e) A log, locating all tee fittings by indicating accurate measurements for the distance from the downstream manhole and the depth of the connection at the main, shall be established by the contractor and maintained during installation as a permanent record of said locations and shall be provided to the city prior to the issuance of any occupancy permit. *5-10.6 Manholes*

5-10.6 Manholes

- (a) The owner/developer shall provide sanitary sewer manholes within the proposed subdivision or development as part of the sewer system design, and at locations necessitated by said design.
- (b) Manholes shall be provided at all changes in horizontal direction and at the end of all sewer mains. Cleanout structures may not be substituted.
- (c) Manholes shall be Type A and constructed of precast Portland cement concrete in conformance with ASTM C-478 and IDOT Highway Standard 602401, and shall be

constructed in such a way so as to prevent the leakage of sewage from the manhole, or the infiltration of groundwater into the manhole.

- (d) Minimum wall thickness for manholes shall be five inches.
- (e) Cones and sections shall be substantially free from fractures, large or deep cracks and surface roughness.
- (f) Slabs shall be sound and free of gravel pockets.
- (g) Manhole steps shall be furnished and installed and shall be polypropylene-coated, steel-reinforcing rods at 16 inches on center with load and pullout ratings conforming to OSHA requirements.
- (h) Precast inverts shall be provided in the base sections to accommodate pipe openings with side channel walls extending to roughly the center of the sanitary sewer pipe. Special care shall be taken to see that the openings through which pipes enter the structure shall be provided with "A-Lok" flexible watertight connections conforming to ASTM C 923, Standard Specifications for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes.
- (i) Drop connections shall be used where the difference in elevation of connecting pipes is greater than 24 inches in accordance with the Standard Specification for Water and Sewer Main Construction in Illinois.
- (j) No other utility shall pass through, or come in to contact with, a sewer pipe.

5-10.7 Manhole frames and lids

- (a) Castings shall conform to ASTM A 48, and shall be Neenah R-1772, East Jordan EJ 1022Z1-1 manhole frame with four centerlugs, or equivalent cast iron frame and lids with concealed pick holes and self-sealing gaskets in the lid.
- (b) Sanitary sewer manhole frame and grates shall be capable of handling H-20 loadings.
- (c) In areas that are subject to surface water ponding, frames with stainless steel bolt down gasketed lids and concealed pick holes, which are Neenah R-1915 or equivalent, may be required to prevent groundwater infiltration.
- (d) The word "SANITARY" shall be cast in the lids of all sanitary sewer manholes.
- (e) Lids and frames shall be properly sealed at the time they are adjusted to finished grade.
- (f) Adjusting rings may be necessary to place the frame and lid at the correct elevation. Rings may be applied to a height of eight inches. If the adjustment requires more than eight inches, a barrel section must be installed under the cone section.

5-10.8 Sanitary sewer lift stations

- (a) The design of lift stations shall conform to Title 35: Environmental Protection; Subtitle C: Water Pollution; Chapter II: Environmental Protection Agency; Part 370: Illinois Recommended Standards for Sewage Works; Subpart D: Sewage Pumping Stations; of the State of Illinois Rules and Regulations, and the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.

- (b) The owner/developer shall install all necessary lift station(s) and appurtenances at no cost to the city. Lift stations shall be considered part of the improvements. The lift station shall be placed within a permanent easement.
- (c) Every lift station shall be located off the traffic way of streets and alleys and shall be enclosed by a maintenance-free fence. Areas inside the fence shall be rocked with six inches of CA-6 aggregate with a weed control barrier.
- (d) The owner/developer shall provide a permanent road surface of either hot-mix asphalt or Portland cement concrete for access to any lift station so that lift stations are readily accessible by maintenance vehicles during all weather conditions.
- (e) Sewage lift station structures and mechanical equipment shall be protected from physical damage and designed to remain operational during a 100-year flood event.
- (f) Sewage lift station pumps and appurtenances shall be Flygt, or as approved by the director of public works.
- (g) Electrical systems and components shall comply with the NESC requirements for Class 1, Group D, Division 1 locations.
- (h) The director of public works shall specify the electrical panel and controls.
- (i) The owner/developer shall equip the lift station with a six-inch quick disconnect and a four-inch female fitting for bypass pumping in emergency situations.
- (j) The lift station shall be equipped with a high water alarm light and a telemetering system for data logging.
- (k) Under no circumstances shall the wet well inlet be less than four feet above the pumps.
- (l) Sanitary sewer force main shall be AWWA C900 PVC pressure tested to twice the normal operating pressure for a minimum of two hours and installed with THWN No. 12 tracer wire.
- (m) Wet wells shall be a minimum five feet in diameter. Valve vaults shall be a minimum five feet by five feet square. Safety hatches shall be installed on all aluminum access hatches and approved by the director of public works. All hardware on the access hatch shall be manufactured from non-corrosive materials.
- (n) All lift station components, design criteria, and IEPA permit application shall be reviewed by the director of public works prior to approval for construction.

5-10.9 Inspection and testing

- (a) All sections of all sanitary systems, including sewer mains and laterals, shall be air and mandrel tested by a qualified testing agency or firm hired by the owner/developer, who bears all cost for said testing. Testing shall be in accordance with applicable sections of the Standard Specifications for Water and Sewer Main Construction in Illinois.
- (b) Testing of sewer mains and laterals shall not be performed sooner than 30 days after the installation. Prior to testing all mains shall be jetted to remove any construction debris.
- (c) The city shall approve the testing agency or firm. A testing agency or firm may only be considered as qualified if they are independent of the contractor installing the sanitary

sewer system, demonstrate competency in the performance of air and mandrel tests, follow standard safety practices for performing testing in confined spaces, and are insured, including for errors and omissions.

- (d) When air testing, all sanitary sewer mains and laterals shall hold five pounds for a minimum of four minutes without dropping more than one pound in that time period regardless of the length of pipe being tested. This procedure applies to all sanitary sewer main and lateral testing.
- (e) Mandrels shall have a diameter equal to 95 percent of the inside diameter of the pipe as established in the ASTM standard to which the pipe is manufactured. The test shall be performed without mechanical devices. No pipe shall exceed a deflection of five percent.
- (f) The testing agency or firm shall notify both the owner/developer and the city, in writing, of the results of all tests, as soon as possible after said tests are performed.
- (g) Prior to final acceptance the owner/developer/owner shall televise all sewer mains and provide digital video footage to the city noting the location of all laterals. If any sags or ponding of greater than one inch is observed the city reserves the right to require repair and or replacement of the affected pipe.
- (h) Should any test fail, the owner/developer shall make repairs, and arrange for the test to be performed again, and shall continue to make repairs and perform testing until each section of pipe has passed said tests.

5-10.10 Maintenance

The owner/developer shall be responsible for all maintenance of sewer mains, manholes, lift stations, service connections, and service laterals until all the required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

5-10.11 Warranty

The owner/developer shall notify the city in writing when initiating the operation of any new sanitary sewer system, and shall thereafter be responsible for all defects in said system, including sewer mains, manholes, lift stations, service connections, and backfill settlement for a period of two years. The warranty period shall start when the City accepts dedication of the improvements.

5-10.12 Private disposal systems

All private sanitary sewer systems shall be in accordance with division 2, private disposal systems, under utilities, in the Highland Code.

WHEREAS, the Code Enforcement Department has informed the City Council that the Code Enforcement Department desires to have the Amendments to the City Code regarding Chapter 66 – Land Development Code, Article V – Design and Improvement Standards; and

WHEREAS, City Staff recommended to the Combined Planning and Zoning Board (“CPZB”) that it should approve the text amendments as stated herein (*See Staff Report attached hereto as Exhibit A*); and

WHEREAS, the Combined Planning and Zoning Board recommended to the City Council that it approve the text amendments as stated herein (*See* CPZB Report attached hereto as **Exhibit B**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to permit the Amendments to the City Code Chapter 66 – Land Development Code, Article V – Design and Improvement Standards; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code as stated herein.

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. Chapter 66 – Land Development Code, Article V – Design and Improvement Standards, Division 4 – Lots, Section 66-5-4; Division 6 – Street Design, Section 66-5-6; Division 7 – Street Construction, Section 66-5-7; Division 8 – Storm Water, Section 66-5-8; Division 9 – Water, Section 66-5-9; and Division 10 – Specific Standards for Public Sanitary Sewers, Section 66-5-10 shall be amended as stated herein.

Section 3. That this Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

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

ATTEST:

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

M E M O R A N D U M – Text Amendment

To: City of Highland Combined Planning & Zoning Board

Meeting Date: December 4, 2024

From: Emily Calderon, AICP, Moran Economic Development

Text Amendment: Land Development Code updates (Article V, Chapter 66)

Proposed Text Amendment

Text Amendment to Article V (Design and Improvement Standards) Chapter 66 (Land Development Code). Specifically, the amendment will prohibit flag lots, prohibit oil and chip streets, modify pavement widths and thicknesses, update pavement, curb and gutter, and sidewalk construction standards, update sump pump standards, water main and fire hydrant standards, sanitary sewer line standards.

Background

Through the course of applying the requirements of the Highland Code, experience with results, and new engineering techniques and innovation, the Public Works Director has provided several updates for review and approval. Please see the Attached memo dated October 23, 2024 for a detailed explanation of the markups presented.

Findings of Fact for Text Amendments

1. Whether the proposed amendment is consistent with the City's comprehensive plan and this chapter.

The proposed amendments are consistent with the City's Comprehensive Plan.

2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.

The proposed amendment will result in

3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.

The proposed amendments will have positive long-term impacts on public utilities, public services, or traffic.

4. Whether the proposed zoning test amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed amendments promote the health, safety, quality of life, comfort, and general welfare of the City.

Recommendation

Approval of the text amendments to Article V is Chapter 66 is recommended.

ARTICLE V. DESIGN AND IMPROVEMENT STANDARDS

DIVISION 1. GENERALLY

Sec. 66-5-1. Applicability of article.

No land within the subdivision and development jurisdiction of this city shall be subdivided or developed except in compliance with the regulations of this article and the applicable provisions of state law (65 ILCS 5/11-12-8; 765 ILCS 205/1 et seq.). No lot in any subdivision shall be conveyed until:

- (1) The final plat of said subdivision has been approved by the city council and recorded in the office of the county recorder of deeds;
- (2) Three copies of the recorded plat shall be furnished to the city. If the city does not receive the required copies of the recorded plat, then no building permits will be issued for the subdivision;
- (3) The portion of said subdivision in which the lot is located has been improved in accordance with the requirements of this article or until a performance bond or other security has been posted to assure the completion of such improvements; and
- (4) The chief building official shall not issue a building permit for any lot conveyed in violation of this section.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 2. LAND DEVELOPMENT

Sec. 66-5-2. Suitability for development.

- (a) Land that is unsuitable for development due to flooding, poor drainage, rough topography, adverse soil conditions, or other features which will be harmful to the health, safety, and general welfare of the inhabitants of the development and/or its surrounding areas shall not be subdivided or developed unless the owner/developer formulates adequate plans/methods to mitigate the problems caused by the adverse land conditions.
- (b) Land that is suitable for development abutting the city's water reclamation facility shall provide a minimum 100-foot wide green space buffer zone for wind and visual screening consisting of berms and plantings approved by the city.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 3. STANDARDS

Sec. 66-5-3. General design standards.

- (a) This division sets minimum design standards to be used in the design and construction of streets, water, sanitary sewer, stormwater facilities, and electric distribution. Improvements shall be in accordance with the latest revisions/editions of the following standard references:
- Highland Municipal Code.
 - Highland Land Development Code.
 - Highland Comprehensive Plan.
 - Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
 - Illinois Department of Transportation Drainage Manual.
 - Illinois Department of Transportation Design Manual.
 - Illinois Department of Transportation Construction Manual.
 - Illinois Department of Transportation Highway Standards.
 - Illinois Department of Transportation Manual of Test Procedures for Materials.
 - Illinois Department of Transportation Bureau of Local Roads and Streets Manual.
 - Standard Specifications for Water and Sewer Main Construction in Illinois.
 - National Electric Safety Code.
 - Manual of Traffic Control Devices (MUTCD).
- (b) It is the intent of this chapter and the city, to facilitate the design of new subdivisions and developments that comply with the provisions and procedures outlined herein. As such, the city has developed details to illustrate specific design requirements.
- (c) Said details are included herein and made a part hereof by reference. The city shall make said details available to all owners/developers, who are thereafter encouraged to photocopy said sheets and include them within the construction plans for the proposed development. By doing so, the owner/developer can more easily make the requirements of this chapter known to the contractors responsible for the construction and installation of improvements within the development, and be more assured that actual construction will comply with said illustrations.
- (d) Shop drawings shall be submitted to the director of public works for approval prior to construction of any improvements (e.g. manholes, pipes, inlets, fire hydrants, fittings).

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 4. LOTS

Sec. 66-5-4. Standards for lots and blocks.

- (a) All lots in a subdivision shall conform to the minimum lot area and dimension requirements of the zoning district in which said subdivision is located. Land that is under water or reserved for street improvements shall not be counted to satisfy these minimum requirements. Every corner and through lot shall be large enough to permit compliance with the district's front setback requirements on every side of the lot that faces a street. All lot remnants shall be added to adjacent lots to avoid the creation of unbuildable parcels.

All lots shall contain adequate space for required off-street parking and loading. All side lot lines shall be at right angles to straight street right-of-way lines or radial to curved street right-of-way lines except where a deviation from this rule will provide a better street and lot design. Flag lots are not allowed.

- (b) Blocks in a subdivision shall be sufficiently wide to accommodate two tiers of lots, having the minimum depth required by the zoning district regulations; provided, that this requirement may be waived in blocks adjacent to local collector or collector streets, railroads, or watercourses.
- (c) No block shall be longer than 1,400 feet, or shorter than 500 feet. Wherever practicable, blocks along collector streets shall not be less than 1,000 feet in length.
- (d) In a subdivision, crosswalks, not less than eight feet wide, may be required through the center of blocks more than 1,000 feet long where necessary to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 5. MONUMENTS

Sec. 66-5-5. Reference monuments.

In a subdivision, stone or reinforced concrete reference monuments, set in the ground in such a manner that they will not be moved by frost, shall be placed in the field in accordance with the Plat Act, as now or hereafter amended (765 ILCS 205/1). All lot corners shall be marked by a minimum of one-half inch diameter iron pins not less than 30 inches long. These pins shall be driven into the ground deep enough that they do not protrude above the ground surface more than one-half inch. The owner/developer or his representative may set or cause to have set additional pins and/or cross marking at the pavement/curb edge to signify where lot lines may be referenced.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 6. STREET DESIGN

Sec. 66-5-6. Street design standards.

5-6.1 General

The design standards specified hereinafter are minimum standards. All plans and designs are subject to review by the director of public works.

All streets shall be properly integrated with the existing and proposed street system indicated in the municipal comprehensive plan, and shall meet the specifications set forth in subsequent sections.

5-6.2 Abbreviations

Wherever in these specifications or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials

AWWA	American Water Works Association
IDOT	Illinois Department of Transportation
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
ITE	Institute of Transportation Engineers
MUTCD	Manual on Uniform Traffic Control Devices
NESC	National Electrical Safety Code

5-6.3 Standards for Streets

- (a) Roadway pavement design life shall be 20 years.
- (b) Roadways structural design traffic shall be the projected ADT for the tenth year from the estimated date of construction completion. Trip generation projections shall be based on current rates, plots and equations in the trip generation manual developed by ITE.
- (c) The roadbed soils to be used shall be tested or classified per IDOT accepted methods to determine the appropriate Illinois Bearing Ratio minimum value to be used in the design of the roadway.
- (d) Pavement types shall be flexible (hot-mix asphalt binder/surface) or PCC (Portland cement concrete) using IDOT approved materials and combinations of materials, except as provided below. Bituminous surface treatment (oil and chip) ~~are prohibited~~ will not be allowed.
- (e) All deleterious materials shall be removed from the proposed roadway limits.
- (f) All driveways, from the edge of road pavement or back of curb to the right-of-way, shall be constructed of reinforced concrete in accordance with article IV, section 62-101 of this Code. Minimum concrete compressive strength shall be 3,500 psi at 14 days.
- (g) Road elevations shall be determined by the stormwater drainage design to limit stormwater encroachment to allow for nine feet of dry pavement each side of the centerline on local/residential streets and two-lane collector streets, and one-half traffic lane maximum encroachment on a four-lane collector road. Encroachment calculations shall be based on stormwater runoff during a ten-year storm. Refer to section 66-5-8 for stormwater design requirements. Rural drainage employs the use of open channels or swales to convey stormwater along the roadway. Urban drainage incorporates curb and gutter along the edge of the pavement for conveying stormwater along the roadway.
- (h) Curb radii. To permit safe vehicular movements at corners, the minimum curb radius at the intersection of two streets shall be:
 - Alley: 20 feet.
 - Local/Residential streets: 25 feet.
 - Collector streets: 30 feet.

If intersecting streets are not the same classification, the radii for the higher street classification shall apply, requiring the larger radii.
- (i) Joints. To prevent the unwanted movement of concrete streets typically occurring at tee intersections, curves, and hills a rubberized expansion joint shall be installed at these locations.

TABLE 1.1
STREET DESIGN SPECIFICATIONS

<i>Residential Street Classification</i>	<i>ADT</i>	<i>Permitted On-Street Parking</i>	<i>Min. R.O.W. Required (ft.)</i>	<i>Pavement Width (ft.)</i>	<i>Thickness (in.)</i>
Alley	0—100	None	20	10	To be determined.
Local/Residential	100—750	One side	50	28 min. (see detail D-ST1, Appendix A)	7" PCC unreinforced over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil, 8 1/4" HMS over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil
Minor collector (collects local/res. streets and outlets to Major Coll.)	750—2,500	Both sides	80	36 min. (see detail D-ST2, Appendix A)	7.5" PCC doweled joints unreinforced over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil, 9 1/4" HMS over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil
Major collector (e.g. peripheral route, Broadway, Poplar, Lindenthal)	Over 2,500	None	100	Design to be determined by the combined planning and zoning board and director of public works.	8" PCC doweled joints over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil, 10" HMS over 8" of compacted CA-6; or 4" of compacted CA-6 over 12" modified soil
Arterial	To be determined by the combined planning and zoning board and director of public works.	None	100	Design to be determined by the combined planning and zoning board and director of public works.	
<u>Industrial</u>		<u>None</u>	<u>50</u>	<u>28 min.</u>	<u>To be determined by the combined planning and</u>

					<u>zoning board and director of public works.</u>
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5-6.4 Cul-de-sac

- (a) *Temporary stub streets.* Streets shall be aligned to provide for the continuation of principal streets between adjacent properties when such continuation is necessary for convenient movements of traffic, effective fire and police protection, and efficient provision of utilities and where such continuation conforms to the city's official maps. If the adjacent property is undeveloped and the street must dead-end temporarily, the right-of-way shall be extended to the property line, and no strip that would prevent connections with future streets shall be reserved. A temporary turn around shall be provided at the terminus of any temporary dead-end street. The temporary turn around shall have a minimum radius of 35 feet (~~see detail drawing D-ST4, Appendix A~~ provided upon request).
- (b) *Permanent dead-end streets.* The terminus of a permanent dead-end street shall not be closer than 50 feet to the boundary of an adjacent tract. A cul-de-sac turnaround, having a minimum outside pavement radius of 43 feet (~~(see detail drawing provided upon request) detail D-ST3, Appendix A~~), shall be provided at the end of every permanent dead-end street.

5-6.5 Intersections

- (a) *Only two streets.* Not more than two streets shall intersect at any one point.
- (b) *Angles.* Streets shall be laid out to intersect as nearly as possible at right angles; in no case shall two streets intersect at an angle of less than 75 degrees. A street shall not be any closer than 120 feet from an intersection.
- (c) *Proper alignment.* Proper new intersections along one side of an existing street shall coincide with any existing intersections on the opposite side of such street. Street jogs with centerline offsets shall not be permitted.
- (d) *Adequate sight lines.* Where any street intersection will involve earth banks or existing vegetation, the owner/developer shall cut such ground and/or vegetation (including trees) in connection with the grading of the public right-of-way to the extent necessary to provide adequate sight distance.

5-6.6 Additional right-of-way

Right-of-way widths greater than the standards set forth in the table of street design specifications (Table 1.1) shall be required where:

- (a) Due to topography, additional width is necessary to provide adequate earth slopes; the maximum cut to fill slope resulting from street grading is three horizontal to one vertical.
- (b) Due to the location of railroad tracks, additional width is needed to construct overpasses, underpasses, and approaches thereto.
- (c) Due to the potential for future widening, additional width is needed to accommodate traffic lanes, bicycle lanes or pedestrian facilities.

5-6.7 Peripheral route access

Streets intersecting the city's peripheral route shall be a minor collector or greater, not less than 800 feet apart. Local/residential, terminal access and residential driveway access to the city's peripheral route will not be permitted.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

- CODE OF ORDINANCES
Chapter 66 - LAND DEVELOPMENT CODE
ARTICLE V. - DESIGN AND IMPROVEMENT STANDARDS
DIVISION 7. STREET CONSTRUCTION

DIVISION 7. STREET CONSTRUCTION

Sec. 66-5-7. Street construction standards.

5-7.1 General

- (a) All construction shall conform to the IDOT Standard Specifications for Road and Bridge Construction (latest edition) and Construction Manual (latest edition). This includes all materials and construction requirements.
- (b) Cross reference—Streets, sidewalks, and other public places, Chapter 62.
- (c) Work site shall be kept clean and properly barricaded for safety at all times.
- (d) All underground utilities underneath or crossing all roadways shall be constructed prior to any roadwork.
- (e) Surface tests shall be in accordance with applicable sections of the Standard Specifications for Road and Bridge Construction.

All tolerance checks shall be taken and recorded by the engineer's representative and certified to the public works department by the engineer. Any work found out of tolerance shall be immediately corrected by the contractor before proceeding with the work. The deficiency and correction shall be properly recorded by the engineer's representative with documentation copied to the city's public works director. Corrections to asphalt and concrete pavements shall be per IDOT approved methods.

- (f) All rebar, castings, fitting, sign posts and associated metal incorporated into public right-of-way shall be of domestic manufacture in accordance with the "Buy American Act".
- (g) All contractors performing street construction must be prequalified by the city. Prequalification includes, but is not limited to, IDOT prequalification or a past work history of performing satisfactory road work for municipalities.

5-7.2 Road cuts and patches

- (a) All road cuts shall be authorized in advance by the director of public works.
- (b) Repair of road cuts and patches shall conform to IDOT approved methods.

5-7.3 Preservation of trees

No trees shall be removed outside of excavated or filled areas, unless authorized by the city arborist and/or tree commission. Trees left standing shall be adequately protected from permanent damage by construction operations with use of erosion control barriers, fencing or other methods approved by the city.

5-7.4 Erosion control

All erosion from construction activities shall be contained on the construction site. A Stormwater Pollution Prevention Plan (SWPPP) shall be designed for the development in accordance with IEPA requirements. Weekly inspections shall be conducted and documented by the owner/developer's representative in accordance with IDOT requirements. Copies shall be delivered monthly to the director of public works. If disturbance is greater than one acre, a "notice of intent for construction activities" permit shall be obtained from IEPA.

5-7.5 Flexible pavement construction

This work shall be in accordance with applicable sections for ~~Hot-mix Asphalt Binder and Surface Course pavement~~ of the Standard Specifications for Road and Bridge Construction.

The director of public works shall approve all mix designs prior to construction.

5-7.6 Rigid pavement construction

As a preferred method, Portland cement concrete pavement shall be placed with a slip-form paver with an electronic grade-control system, and capable of striking off, consolidating, and finishing the pavement to the required cross section. Pavement ~~shall not may~~ be placed monolithically with the curb and gutter providing the contractor can demonstrate an adequate placement method. The longitudinal joints shall be placed by dividing the pavement width into three equal parts for local/residential. Every attempt should be made to space the transverse joints making the panels as square as possible, but in no case shall exceed 12-feet.

This work shall be in accordance with applicable sections for Portland Cement Concrete pavement of the Standard Specifications for Road and Bridge Construction.

The director of public works shall approve all mix designs prior to construction.

5-7.6 Curb and gutter construction

All streets, except those classified as alleys, shall be constructed with concrete curbs and gutters.

- (a) Those streets classified as major collectors shall be constructed with combination concrete curb and gutter, type B-6.24 in accordance with IDOT Highway Standard 606001.
- (b) Those streets classified as minor collector or local/residential may be constructed with a combination concrete curb and gutter with a mountable curb type.
- (c) The gutter width of the combination concrete curb and gutter shall be 24 inches, ~~and~~ the front of the gutter thickness shall be equal to the adjacent pavement thickness (min. 7"), the back of the gutter thickness shall be 11", the back of the curb shall be 3-inches higher than the front, and capable of providing adequate stormwater drainage (detail D-ST6, provided upon request). The design shall be approved by the director of public works.
- (d) No V-type gutter is allowed.
- (e) The concrete mix designs shall meet IDOT specifications and shall be approved by the director of public works prior to construction.
- (f) Curb and gutter constructed adjacent to flexible pavement shall have a one-inch thick expansion joint shall be installed at points of curvature for short-radius curves and at construction joints.
 - (1) Contraction joints shall be placed between expansion joints at distances not to exceed ~~152~~ feet.
 - (2) Contraction joints shall be sealed in accordance with IDOT specifications.
- (g) All expansion joints shall be constructed in accordance with IDOT Highway Standard 606001. Dowel bars shall be fitted with caps having an inched stop that will provide a minimum one inch of expansion.

5-7.7 Testing

- (a) Testing for subgrade, base course, pavement, and sidewalks shall be in accordance with the IDOT Manual of Test Procedures for Materials.
- (b) All samples and tests shall be taken by an independent engineering testing laboratory at the expense of the contractor or owner/developer.

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- (c) An original and one copy of all test results shall be promptly submitted to the public works department. The test results shall be signed, sealed and dated by the professional engineer of the testing laboratory company.
 - (d) Any work found deficient by the test results shall be removed and replaced by the contractor at his/her expense.
 - (e) The testing laboratory must be authorized to operate in the State of Illinois and maintain a full-time registered professional engineer on staff to review services.

5-7.8 Signage

- (a) Street name signs and traffic control devices of the size, height, and type approved by the director of public works shall be supplied and placed by the owner/developer at all intersections within or abutting any subdivision.
- (b) All street names and addresses will be assigned by the Madison County 9-1-1 Coordinator. Street names shall be sufficiently different in sound and spelling from other street names in the city and in the 911 emergency service number area as to avoid confusion.
- (c) Street name signs shall be placed at all street intersections and shall be white lettering on dark blue background. Street name shall comply with the latest revision of the MUTCD.
- (d) Sign height and location shall conform to the MUTCD and IDOT specifications, except as otherwise required in these specifications.
- (e) Sign material shall be aluminum (0.080) gage thickness.
- (f) Sign posts shall be galvanized in accordance with IDOT standard 729001-01.
- (g) Sign mounting shall be on the top of the sign post. The street name sign shall have a vertical ground clearance of seven feet.
- (h) All regulatory signs shall conform to the MUTCD and IDOT specifications, pertaining to materials, shapes, lettering, symbols, coloring, location and placement.
- (i) A street which is planned as a continuation of an existing street shall bear the same name.

5-7.9 Pavement markings

- (a) All markings shall conform to the MUTCD and IDOT specifications and requirements.
- (b) Marking paint shall be reflective and shall consist of two separate coats.
- (c) Pavement lane and edge lines are required on major collector unless otherwise directed by the public works department.
- (d) Bicycle lane markings shall be marked as required.
- (e) All PCC concrete surfaces shall be pressure washed to remove all curing compound prior to the application of any pavement markings.
- (f) All crosswalks shall be painted or otherwise marked in a manner meeting MUTCD and ADA standards.

5-7.10 Survey markers

- (a) Permanent survey reference markers shall be installed at all points of curvature and right-of-way corners.
- (b) Location and installation shall be performed under the direct supervision of a professional land surveyor licensed in the State of Illinois.

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- (c) A brass disc shall be used in Portland cement concrete pavements.

5-7.11 Sidewalks

In a subdivision, sidewalks shall be required:

- (a) On the recommendation of the combined planning and zoning board that sidewalks are needed to provide pedestrian access and to ensure public safety.
- (b) Along both sides of the street, near schools, shopping areas, and other public places.

The requirements of this section may be waived only if the combined planning and zoning board advises the city council that, in the area in question, sidewalks are not needed to ensure public safety, and/or that topographical conditions make the installation of sidewalks impractical and if the city council approves this recommendation. All sidewalks constructed within the city shall meet the requirements of the IDOT Standard Specifications for Road and Bridge Construction.

As part of the development and acceptance of the infrastructure by the City, the developer/owner shall construct all of the sidewalks and sidewalk ramps for the subdivision. Special care shall be taken during home construction to avoid damaging the sidewalks. Sidewalks shall be removed at the location of the driveway and constructed with the driveway as described in 5-7.11(j).

- (c) Sidewalks shall be designed to provide continuous walking paths for pedestrians within each development and connecting with adjoining pedestrian facilities.
- (d) Sidewalks shall be ADA-compliant.
- (e) Sidewalks abutting the roadway pavement at intersections shall align with the sidewalk or proposed sidewalk on the opposite side of the street. Sidewalk ramps will be required at intersecting streets.
- (f) The minimum width of sidewalk shall be five feet.
- (g) The minimum distance between the back of curb and the face of sidewalk shall be three feet with a maximum slope of four percent.
- (h) Sidewalks shall be constructed with an IDOT approved Portland cement concrete mix in accordance with Section 424 of the Standard Specification for Road and Bridge Construction.
- (i) Sidewalk cross slope (transverse to the direction of travel) shall not exceed ADA standards.
- (j) Sidewalk shall be constructed of a minimum of four inches in thickness of Portland cement concrete with four inches in thickness of compacted aggregate base (CA 6) except across driveways, where the minimum thickness of walk shall be six inches with four inches of base.
- (k) Sidewalks shall be constructed on a continuous grade through driveways with an ADA-compliant cross slope.
- (l) ~~As part of the development, the owner shall~~ Construct sidewalk ramps as appropriate at road crossings. Ramps shall be ADA-compliant and shall be in general conformance with IDOT Highway Standard 424001. The width of the ramp (excluding the flared sides or side curbs) shall match the sidewalk width.
- (m) Expansion joints in accordance with IDOT specifications shall be placed where the sidewalk concrete adjoins existing concrete and every 100 feet along the length of the sidewalk.
- (n) Tooled contraction joints in accordance with IDOT specifications shall be placed at five feet intervals where possible, along the length of the sidewalk. Joint spacing shall not exceed six feet, nor be less than four feet. Sawed contraction joints are not acceptable.

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- (o) Concrete surface finish and curing shall be per IDOT Type B finish specifications. No smooth finishes or "picture framing" will be accepted.
 - (p) Concrete curb cuts for sidewalk ramps shall comply with IDOT Highway Standard 606001.
 - (q) Work area shall be protected and properly barricaded for safety to the public.
 - (r) Testing shall be conducted as specified in subsection 66-5-7.7.
 - (s) Every effort shall be made to avoid placing valves, manholes, junction boxes or any other at-grade utility within proposed sidewalks. Inlet lids that encroach into sidewalks shall be tied to the sidewalk with reinforcing tie bars.
 - (t) Detectable warnings shall be constructed in accordance with current ADA requirements. Panels shall be red. Panel fragments may not be used unless approved by the engineer. Radial panels shall be used when required to comply with standards. Straight panels may not be cut to create a radius unless written exception is granted by the city's public works director. Detectable warnings shall be approved prior to installation.

5-7.12 Maintenance responsibility

After completion of street construction by the owner/developer, and the receipt of all construction testing reports, the as-built record drawings and the engineer of record's certification that the improvements are in substantial conformance with the development specifications and intent, the director of public works shall make a final inspection of all streets to ascertain the acceptability of all aspects of the development. The owner/developer shall be responsible for all maintenance of streets, curbs, sidewalks, gutters and associated appurtenances until all required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 8. STORMWATER

Sec. 66-5-8. Stormwater management requirements.

5-8.1 General

- (a) Any person, firm, corporation, or other entity proposing to construct buildings or develop land within the jurisdiction of the city shall prepare and submit, for review by the director of public works, a stormwater management plan that describes the manner in which erosion, sediment and runoff resulting from the development will be controlled and managed. The plan shall be submitted in accordance with the preliminary plat review timeframe and deadlines. In lieu of a preliminary plat a site plan must be submitted within the site plan review timeframe and deadlines. The provisions of this section shall be applicable to the following developments:
 - (1) Any residential development or redevelopment having a gross aggregate area of one acre or more; or
 - (2) Any commercial, industrial, institutional or utility development or redevelopment that has a gross aggregate area of one-half acre or more.
- (b) No building or construction permits, improvement plan, site plan, or plat approval shall be issued by the city until the stormwater management plan has been reviewed and approved by the director of public works as meeting the requirements of this chapter, or the requirement for such stormwater management plan has been waived by the director of public works.

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- (c) Unless otherwise provided herein, downstream property owners, watercourses, channels, or conduits shall not receive stormwater runoff from proposed upstream developments at a higher peak flow rate than would have resulted from the same storm event occurring over the site of the proposed development with the land in its natural, undeveloped condition, nor shall stormwater runoff exceed the capacity of the natural drainage system.
 - (d) Stormwater runoff resulting from a proposed development shall be detained on-site:
 - (1) By wet or dry bottom reservoirs;
 - (2) By underground reservoirs;
 - (3) On flat roofs or parking lots; or
 - (4) By other detention methods reviewed and approved by the director of public works.
 - (e) For purposes of designing adequate on-site detention facilities, the Illinois State Water Survey Bulletin 70 rainfall data for this region shall be used.
 - (f) All stormwater facility maintenance shall be in accordance with section 66-5-12.7 of this code.
 - (g) Drainage basins serving more than one property shall be contained within an outlet, owned by the entity responsible for maintenance of the facility.

5-8.2 Detention basins

Detention basins (dry basins) may be constructed to temporarily detain the stormwater runoff so that the rate at which it is released is the same rate as before development. The requirement for stormwater detention shall be evaluated for all development or redevelopment projects submitted to the city for review and approval. Detention shall be deemed necessary if the post-development runoff exceeds the predevelopment runoff. The following features shall be incorporated into the design of any detention basin:

- (a) The stormwater drainage system shall be designed to control the peak rate of discharge from the site for the two-year, five-year, ten-year, 25-year, 50-year and 100-year storm events to levels that will not cause an increase in flooding or channel instability downstream when considered in aggregate with other developed properties and downstream drainage capacities. These multiple storm durations shall be evaluated to determine the peak storage requirement.
- (b) The post-developed peak flow rate from the site may not exceed the existing peak flow rate for the two-year, five-year, ten-year, 25-year, 50-year and 100-year storm events.
- (c) Outlet works shall be designed to limit peak outflow rates from detention storage areas to, or below, peak flow rates that would have occurred prior to the proposed development. Due to the potential for maintenance problems associated with small diameter outfall pipes from detention facilities, no outfall pipe smaller than six inches in diameter shall be used.
- (d) Outlet structures shall not include any mechanical components or devices and shall function without requiring attendance or control during operation.
- (e) Emergency spillways shall be provided to permit the safe passage of runoff generated from storms that exceed a 100-year storm event.
- (f) The basin shall have sufficient volume and spillway capacity to pass/contain the 100-year storm event with the low flow outlet obstructed.
- (g) The two-year, five-year, ten-year, 25-year, 50-year and 100-year inflow hydrographs for the existing and developed conditions shall be determined by utilization of a unit hydrograph routing method such as TR-20, HEC-1, or HEC-HMS. Rainfall data and distributions shall be utilized as described in Bulletin 70 and Circular 173 published by the Illinois State Water Survey. Enough durations of each required

frequency must be run to determine the peak storm flow rate for each frequency. The inflow hydrographs shall be developed based on the actual flow and timing characteristics upstream of the detention facility. For small drainage basins (20 acres or less), the rational method for detention storage as described in the Illinois Department of Transportation Drainage Manual may be used if approved by the director of public works.

- (h) Predevelopment runoff shall be based upon a maximum CN value of 76 for type B hydrologic soils groups and a CN value of 82 for type C hydrologic soils groups in agricultural areas unless the owner/developer's registered professional engineer provides significant evidence (e.g. prior development) for a higher existing value.
- (i) Detention basin volume will be based on routing of the post-developed two-year, five-year, ten-year, 25-year, 50-year, and 100-year inflow hydrographs through the detention basin while satisfying the appropriate allowable release rates.
- (j) Routing may be performed manually or by appropriate computer methods. In all cases, it must be shown that downstream backwater/tailwater does not affect the performance of the detention outlet, or that the method employed is capable of evaluating such downstream effects.
- (k) The owner/developer's registered professional engineer shall be required to submit the following sealed computations for evaluation of the stormwater detention system:
 - (1) Elevation vs. discharge tables or curves for outflow structure(s).
 - (2) Elevation vs. storage tables or curves for the basin or pond.
 - (3) Routing calculations and data for all storm frequencies to include (at a minimum): inflow, storage, elevation, and outflow throughout the storm runoff and outflow duration. These parameters must be shown at intervals short enough to define the peak inflow and outflow.
 - (4) Hydraulic grade line computations for pipes entering and leaving the detention basin for all storm frequencies.
- (l) A registered professional engineer shall seal all storm water computations.
- (m) The maximum planned depth of stormwater stored shall not exceed three feet.
- (n) The maximum side slopes for grassed basins shall not exceed one-foot vertical for three feet horizontal (3:1 slope).
- (o) For developments larger than five acres, in no case shall the limits of maximum ponding be closer than 30 feet horizontally from any building and less than two feet vertically below the lowest sill elevation. A minimum of one foot of freeboard shall be provided within the basin for the 100-year event, and a minimum of two feet shall be provided between the design high water surface and any adjacent building.
- (p) For developments five acres or less, in no case shall the limits of maximum ponding be closer than 30 feet horizontally from any building and less than one-foot vertically below the lowest sill elevation. A minimum of six inches of freeboard shall be provided within the basin for the 100-year event, and a minimum of one foot shall be provided between the design high water surface and any adjacent building.
- (q) The basin bottom should be designed to drain within 24 hours. If the bottom surface is grass, the minimum slope shall be one percent.
- (r) Small flows through the detention basin should be handled by paved ditches from inflow structures to the outflow structure to minimize erosion and soil saturation.

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- (s) If the detention basin is to have other uses, the design of the basin bottom should include underdrains to expedite drying of the bottom between runoff events.
 - (t) Designs should result in aesthetically pleasing configurations that will encourage public acceptability.
 - (u) Outfall storm sewer structures for detention ponds and basins shall be piped through lots.

5-8.3 Retention ponds

Retention ponds (wet basins) may also be used to temporarily detain the runoff from the development. In addition to the general design features for detention basins listed above, the following shall be incorporated into the design of any retention pond:

- (a) To minimize weed growth, the normal pool depth shall be four feet minimum.
- (b) If fish are to be kept in the pond, at least one-quarter of the area of the permanent pool shall have a minimum depth of ten feet.
- (c) To ease cleaning of the pond or shoreline maintenance, the pond design shall include provisions for emptying the pond.
- (d) The design of a pond may include a low flow bypass channel or pipeline to divert runoff that can be accommodated by downstream drainageways.
- (e) To minimize the effects of waves or ice, bank stabilization such as riprap or concrete shall be placed along the normal pool shoreline.
- (f) The maximum earth slopes above the normal pool elevation shall not exceed a three-foot horizontal to one-foot vertical (3:1) slope.
- (g) The side slopes below the normal pool elevation may exceed the maximum side slope permitted above normal pool; however, the design shall include provisions for a safety ledge having a depth of water not greater than three feet and being a minimum three feet wide immediately adjacent to the shoreline.
- (h) Outfall storm sewer structures for retention ponds and basins shall be piped through lots.

5-8.4 Other detention methods

- (a) Detention storage may be met in total or in part by detention on roofs. Details of such design which shall be included in the building permit application and noted on the site plan applications, shall include the depth and volume of storage, details of outlet devices and downdrains, elevations of overflow scuppers, design loadings for the roof structure and emergency overflow provisions. Connection of roof drains to sanitary sewers is prohibited.
- (b) All or a portion of the detention storage may be provided in underground or surface detention facilities including basins, tanks, or swales.
- (c) Underground detention storage utilizing storm sewers, inlets, manholes, and appurtenances is prohibited.

5-8.5 Safety features

The design of detention facilities shall incorporate safety features, particularly at outlets, on steep slopes, and at any attractive nuisances, to include, as necessary, fencing, handrails, lighting, steps, grates, signs and other protective or warning devices to restrict access during critical periods and to afford some measure of safety for both authorized and unauthorized persons.

5-8.6 Detention facility construction

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- (a) The stormwater detention facilities must be built in conjunction with the storm sewer installation and be fully operational after the clearing of vegetation.
 - (b) Silt and debris associated with construction operations shall be removed periodically from the detention area to maintain full storage capacity.

5-8.7 Stormwater management plan

- (a) To ensure compliance with the requirement for a stormwater management plan, every owner/developer shall provide the following:
 - (1) Topographic plans showing all existing and proposed grades, culverts, ditches, inlets, and other stormwater management features, along with:
 - (2) Detention calculations and a site plan detailing total drainage area and breakdown of land usages, times of concentration, existing peak discharge for each design storm, existing and proposed runoff coefficients, and total required detention; and
 - (3) The location of proposed detention facilities detailing the limits of ponding for each design storm and the total available volume, details of outlet structure(s), and calculations showing peak discharge from outlet structure(s) for each design storm.
 - (4) A maintenance agreement in accordance with section 5-12.7.
- (b) The director of public works, on a case-by-case basis, shall have the authority to require additional information for an appropriate review and to grant variances from these requirements.
- (c) Regarding drainage facilities owned by IDOT, any stormwater design calculations reviewed and approved by IDOT shall serve as fulfilling the requirements in this section, provided that the owner/developer submits documentation of such approval to the public works director. Drainage facilities beyond IDOT's facilities shall be reviewed and approved as provided in this code.
- (d) The minimum design requirements of this chapter, shall not be construed to relieve the owner/developer of any legal responsibilities for downstream or upstream stormwater damages caused by runoff or backup from the development.
- (e) The owner/developer shall submit record drawings to the director of public works indicating all revisions and modifications to the stormwater facilities made during construction. Revisions shall be clearly identified and distinguished from the original plan. Corrections may be required prior to final acceptance by the city.

5-8.8 General stormwater design considerations

- (a) The plans and specifications of every drainage and storm sewer system shall include provisions to show compliance with the drainage laws of the state, and any subdivision thereof, in effect at that time, provided, however, that in requiring that the owner/developer evidence planned compliance with drainage laws, the city assumes no responsibility to landowners or others for damage caused by noncompliance with such laws.
- (b) Properly designed storm sewer system drainage facilities shall be provided in the rear of lots to assure sufficient drainage from back yards.
- (c) Properly sized storm sewers shall be provided to carry surface runoff from streets and curb and/or gutters and shall be of sufficient length so that they transport the runoff to at least 60 feet from the street pavement and into existing natural drainage ways, swales or approved drainage facilities.
- (d) Natural drainage swales may be utilized to accommodate surface runoff providing they are located near lot lines and the flows carried therein do not pose a health or safety hazard for residents or occupants.

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- (1) In general, all drainage swales having less than 1.0 percent slope shall be paved with Portland cement concrete or shall be constructed with inlets and storm sewers. If storm sewers are used, the inlets shall be spaced at every other lot line. Ditches over two feet deep from the adjacent ground line to the flow line of the ditch shall utilize storm sewer to carry stormwater flows.
 - (2) Open channels shall have a minimum two feet flat bottom with maximum three feet horizontal to one-foot vertical side slope.
 - (e) Drainage facilities shall be adequate to accommodate runoff from the entire drainage basin upstream of the proposed subdivision.

Potential runoff shall be determined on the basis of maximum land use of the upstream area that is consistent with current zoning or adjacent land use trends.
 - (f) To protect downstream property from potential damages by increased flows or greater velocities, and where such facilities are deemed necessary in the interest of public safety and welfare, the city shall require the owner/developer to install drainage detention or retention facilities.

Drainage detention facilities shall be designed to accommodate the excess runoff, due to the proposed development, from the 100-year design storm.

5-8.9 Specific stormwater design requirements

- (a) Drainage facilities shall be designed using either the rational method, as discussed in the IDOT Drainage Manual, the Illinois State Water Survey Bulletin — 70, or the Soil Conservation Service TR-55 or TR-20 methodology as applicable. Detention facilities shall be designed by the methodology discussed in the IDOT Drainage Manual Detention Storage Section, or designed by utilizing the Corps of Engineers HEC-1 program or the WSPRO (Water Surface Profiles Program).
- (b) Storm sewers shall be installed by the owner/developer to satisfactorily accommodate the runoff incident to the ten-year design storm. Cross road culverts shall be designed and installed by the owner/developer in accordance with the IDOT Drainage Manual.
- (c) Design calculations showing capacities, velocities, hydraulic grade lines, discharge velocities, and the design of any riprap areas in accordance with the Corps of Engineers HEC-11 program, shall be submitted to the city for all storm sewer pipes and culverts.
- (d) The minimum diameter of storm sewers shall be 12 inches and the minimum diameter of pipe culverts shall be 15 inches. All storm sewers and culverts shall have an appropriate end section.
- (e) Storm sewers located under paved surfaces and within the right-of-way, shall be reinforced concrete pipe with sufficient wall thickness and reinforcement to carry the intended loading and meeting the requirements of ASTM C-76 and ASTM C-443.
- (f) Storm sewers and culverts located outside paved surfaces and beyond the right-of-way may be any of the following materials:
 - (1) Reinforced concrete pipe with sufficient wall thickness and reinforcement to carry the intended loading and meeting the requirements of ASTM C-76.
 - (2) Polyethylene pipe conforming to AASHTO M294-94. This pipe shall have a smooth wall interior fitted with elastomeric gaskets conforming to ASTM F477-93.
- (g) All trenches for pipe/storm sewers that are located within two feet of a paved surface shall be backfilled with compacted CA-6 aggregate according to trench backfill specifications in IDOT Standard Specifications for Road and Bridge Construction.
- (h) Manholes, designed in accordance with the requirements of the IDOT Standard Specifications for Road and Bridge Construction shall be installed at all changes in vertical grade or horizontal alignment of

storm sewers unless the change in grade or alignment occurs at an inlet or catch basin. Steps shall be installed in manholes exceeding four feet in depth. All manhole lids frames, grates, and castings shall be of domestic manufacture.

- (i) The spacing for inlets/catch basins shall be calculated so that the runoff from the design storm (ten-year event) shall meet the spread requirements of the IDOT Drainage Manual Section 8-201; however, a minimum of nine feet on each side of the centerline on local/residential streets and two-lane collector streets, and one-half traffic lane maximum encroachment on a four-lane collector road, shall be free of any gutter flow during the design storm. Under no circumstances shall inlet spacing exceed 500 feet.
 - (1) Inlets/catch basins shall be constructed in accordance with IDOT Highway Standards.
 - (2) No open throat inlet shall have an opening greater than five inches high unless said opening is protected by a cross bar intended to prevent the entry of persons into the throat of the inlet.
 - (3) Open throat inlets that are part of the sidewalk shall conform to section 66-5-7.11.
 - (4) Vaned inlets shall be used on streets where the longitudinal slope exceeds five percent to reduce bypassing of stormwater flows.
- (j) The minimum and maximum gradients of pipes/storm sewers shall conform to the following criteria:
 - (1) Minimum grade shall be three-tenths percent.
 - (2) There is no maximum grade; however, riprap and/or energy dissipaters shall be utilized at discharge points, as needed, to minimize erosion.
- (k) The minimum and maximum gradients of earth drainage ways and/or swales shall conform to the following criteria:
 - (1) When located between lots, the swale shall be paved with concrete and constructed in accordance with IDOT Highway Standard 606401. Minimum slope shall be 0.35 percent.
 - (2) There is no maximum ditch or swale grade; however, the ditch or swale lining shall be sufficient to prevent erosion. Lining calculations shall be provided in the stormwater design submittal.
- (l) Shop drawings shall be submitted to the director of public works for approval before construction of improvements.

5-8.10 Sump pump drainage

- (a) Sump pump drainage lines shall be required for all new subdivisions.
- (b) The pipe system for sump pump drainage shall consist of six-inch diameter SDR 26 or Schedule 40 PVC at a minimum depth of 36 inches. A clean out shall be provided for each lot with a maximum spacing of 200 feet, at every change in direction, and at every junction of two or more lines. The cleanout shall have a steel cap for easier locating. The piping system shall be connected to the drainage facility within the subdivision. Slope shall be a minimum 0.25 percent.
- (c) All service lines to the main shall be privately owned and maintained and shall be a minimum one and one-half inch diameter.
- (d) All connections to the sump pump drainage system shall connected to the cleanout associated with each lot.
- (e) The sump pump drainage lines are intended for sump pump drainage only. Surface drainage shall not be allowed into the line.
- (f) All newly constructed buildings are required to be connected to the sump pump drainage system. The owner/developer shall install THWN soft drawn solid No. 12 copper tracer wire shall be taped on the side of

the pipe at ten feet intervals maximum. Provide double length loop inside one-half inch CPVC conduit extending eight inches above the ground surface at cleanouts. Prior to final acceptance, the wire shall be tested in the presence of city employees to ensure that it locates properly.

- (g) Pipe trenches shall have a 4-inch bedding of clean rock (typically CA-7), a haunching and initial backfill to 12-inches above the pipe of clean rock, and excavated material to finish grade unless under a paved surface, which is backfilled with compacted CA-6 aggregate.

5-8.11 Maintenance

The owner/developer shall be responsible for all maintenance of storm sewer mains, manholes, lift stations, catch basins, basins, ponds and associated appurtenances until all the required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

(Ord. No. 2896, § 4, 11-5-18)

DIVISION 9. WATER

Sec. 66-5-9. Standard for water services.

5-9.1 General

- (a) It is the responsibility of the owner/developer to install, or have installed, all water mains necessary to serve the proposed development. In addition, the owner/developer shall connect the water mains within said subdivision to the public water system, under the direction and supervision of the city, but at no cost to the city.
- (b) Shop drawings shall be submitted to the director of public works for approval before construction of improvements.
- (c) Fittings, valves, lids, boxes hydrants and all other associated hardware shall be of domestic manufacture in compliance with the Buy American Act.

5-9.2 Construction plans

- (a) The owner/developer's registered professional engineer shall first prepare detailed construction plans, determine a complete bill of materials, and complete all forms and submissions required for a permit from the IEPA.
- (b) The director of public works and the supervisor of water distribution and sewer collection shall review and approve said plans prior to submittal to the IEPA. It is the owner/developer's responsibility to secure IEPA approval.
- (c) Design and construction shall be in accordance with the applicable portions of the current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois".
- (d) Plans for, and actual installation of, all water mains shall assure at least a five-foot separation from all other utilities. Separation from sanitary sewer and storm sewers shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

5-9.3 Main requirements

- (a) Every water main extension installed by an owner/developer, either inside or outside the limits of his subdivision, shall be a minimum of 6-inches in diameter.
- (b) If a water main extension will ultimately serve future developments, the city may require the main to be larger than the minimum size.

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- (c) All water mains shall be constructed meeting the requirements of AWWA C900 PVC water main and having slip-on-joints with rubber gaskets meeting the requirements of ASTM D-3139.
 - (d) All water mains shall be a minimum 42 inches below finished grade with a maximum depth of 60 inches and shall be installed with lettering facing up.
 - (e) Gate valves shall be underwriter's lab-approved resilient seat gate valves AWWA C-500 and shall be installed in valve boxes as specified by the city. Gate valves shall have factory applied epoxy coatings to the interior and exterior of the valve body and all stainless steel exposed hardware.
 - (f) Valve boxes shall be manufactured by "Tyler" brand cast iron 5¼-inches with screw-type adjustment with valve box adapter manufactured by Adapter, Inc. Lids, shall be cast iron marked "water" (~~See in accordance with~~ detail D-W1, provided upon request Appendix A).
 - (g) All fittings shall be mechanical joints conforming to AWWA C111 and C600. Joints shall also include retainer glands ~~B~~brand "Mega Lugs." Concrete thrust blocks shall be poured for all mechanical joint fittings that cause a change in direction.
 - (h) The owner/developer shall install THWN soft drawn solid No. 12 copper tracer, wire shall be taped on the side of the pipe at ten-foot intervals maximum. Provide double length loop inside one-half inch CPVC conduit extending eight inches above the ground surface at valve boxes. Prior to final acceptance the wire shall be tested in the presence of city employees to ensure that it locates properly.
 - (i) Where the trench for any water main or service line crosses the location of a paved surface street or right-of-way, it shall be backfilled with compacted CA-6 to 24-inches past the edge of the paved surface, in accordance with Detail D-T1, Appendix A. The water main may be placed on dirt in all other locations not under a paved surface.

5-9.4 Fire hydrants

- (a) The owner/developer shall submit a plan to the city for review of fire hydrant locations within the development.
- (b) No hydrant shall have a flow less than 1,000 gpm. The owner/developer shall indicate flow values on the plans.
- (c) The spacing between fire hydrants shall not exceed 400 feet.
- (d) Upon approval of said plan, the owner/developer shall install hydrants at the designated locations.
- (e) Without substitution, hydrants shall be AWWA C-502 Mueller Super 200 Centurion, Clow Madallion F2545, ~~American Darling B-84-B-5~~ or Kennedy K-81A Guardian. The city shall specify.
- (f) Fire hydrants ~~assemblies~~ shall include an auxiliary valve, Mega Lugs, anchor coupling, or bolted all-thread rods, and thrust blocking ~~be~~ in accordance with detail D-W2, provided upon request Appendix A.
- (g) Hydrants shall be set so that at least the minimum pipe cover is provided for branch supply line and the nozzles are 18 to 24 inches above finished grade.
- (h) All hydrants shall stand plumb. Hydrants with pumper nozzles shall have hose nozzles parallel with, and the pumper nozzle perpendicular to, the curb line. Hydrants located behind curbs, where sidewalks extend close to or about the curb, shall be set so that no portion of the pumper or hose nozzle caps will be less than 12 inches from the back edge of the sidewalk and four feet from the back of curb. Where set between the curb and sidewalk, or between the sidewalk and property line, no portion of the hydrant or nozzle cap shall be within 12 inches of the sidewalk and four feet from the back of curb. Where no curb exists, the hydrant shall be no closer than eight feet from the edge of pavement and six feet from the flow line of the drainage ditch.

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- (i) Immediately before installation of a hydrant, the following operations shall be performed: (1) the hydrant shall be thoroughly inspected; (2) the hydrant interior shall be thoroughly cleaned; and (3) the hydrant shall be opened and closed as many times as may be necessary to determine if all parts are in proper working order, with valves seating properly and the drain valve operating freely.

~~5-9.5~~ *Water service lines*

- ~~(a) No service connection shall pass through property other than the property it serves.~~
- ~~(b) Individual services are required for each customer. Multiple unit building(s) more than four units shall use a one-inch tap for every two units unless one or both unit(s) requires a larger service. Two, three-quarter inch services shall branch from the tap to serve two units. A curb stop is required for each unit served.~~
- ~~(c) Water services will be installed by the city prior to the road base course preparation.~~

~~5-9.65~~ *Testing*

- (a) The owner/developer shall be required to provide water pressure testing and sampling as required by the IEPA and in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, in order for the city to obtain an operating permit. The owner/developer shall clean and disinfect all water mains per the IEPA requirements at their expense.
- (b) The public works department shall be present during the performance of all testing work and shall be notified of the time and place of testing at least 48 hours prior to commencement of the test.
- (c) Water meters and pressure gauges shall be accurately calibrated and shall be subject to review and acceptance by the public works department.
- (d) A public works representative shall deliver all samples to the laboratory for testing. Samples must pass and the public works department must receive written confirmation of the results from the laboratory.

~~5-9.76~~ *Maintenance*

The owner/developer shall be responsible for all maintenance of water mains, valves, fire hydrants and associated appurtenances until all the required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

~~5-9.87~~ *IEPA approval*

No connection to the existing water main, or water service taps shall be made until the city has received an operating permit from the IEPA.

(Ord. No. 2258, 9-17-07; Ord. No. 2392, § 3, 11-16-09; Ord. No. 2896, § 4, 11-5-18)

DIVISION 10. SANITARY SEWER

Sec. 66-5-10. Specific standards for public sanitary sewers.

5-10.1 General

- (a) It is the sole responsibility of the owner/developer to provide a sanitary sewage disposal system for every subdivision or development, which complies with the regulations of the IDPH Private Sewage Disposal Licensing Act and Code, the IEPA, and/or the Madison County On-Site Sewage Disposal. In addition, the owner/developer shall connect the sanitary sewer mains within said subdivision or development to the public sewer system, under the direction and supervision of the city, at no cost to the city.

- (b) Sanitary sewer shall not be interconnected with any storm sewer piping or drains.
- (c) Shop drawings shall be submitted to the director of public works for approval before construction of improvements.

5-10.2 Requirements for extension of existing mains

- (a) If the public sanitary sewer system is within 600 feet of the proposed subdivision or development, and said system has the available capacity, the owner/developer shall extend the existing system and sewer to his entire proposed development at the owner/developer's own expense.
- (b) Should the public sanitary sewer system be more than 600 feet away from the proposed subdivision or development, the city may negotiate with the owner/developer to share the cost of extending the existing system and sewer.

5-10.3 Construction Plans

- (a) The owner/developer shall employ a professional engineer registered in the State of Illinois to first prepare detailed, sealed construction plans, including the extension of any existing public sewer main, determine a complete bill of materials, and complete all forms and submissions required for a permit from the IEPA.
- (b) The director of public works and the supervisor of water distribution and sewer collection, shall review and approve said plans prior to submittal to the IEPA. It is the owner/developer's responsibility to secure IEPA approval.
- (c) Design and construction shall be in accordance with the applicable portions of the current edition of the Standard Specifications for Water and Sewer Main Construction in Illinois.
- (d) As part of said plans, the owner/developer shall locate every sanitary sewer main within the right-of-way, or within an easement.
- (e) The city shall retain the right to disapprove the proposed location of any sewer main.

5-10.4 Sewer pipes

- (a) Pipes used for sewer mains shall either be polyvinyl chloride (PVC) sewer pipe conforming to ASTM D 3034, type PSM for sizes 8"—15" and ASTM F-679-89 for sizes 18"—36".
- (b) For PVC pipe, the standard dimension ratio (SDR) shall be a minimum of 26.
- (c) Joints for PVC sewer pipe shall conform to ASTM D-3212.
- (d) Bedding, haunching and backfill shall be in accordance with Detail D-T1, Appendix A provided upon request.
- (e) The minimum allowable size for sewer mains shall be eight-8-inches in diameter.
- (f) All sewer mains shall be installed using a pipe laser to align the sewer to the correct vertical grade and horizontal alignment.
- (g) The maximum distance between manholes shall be 400 feet.
- (h) Minimum cover over sewer collection pipe shall be five-5-feet, unless approved otherwise by the director of public works.
- (i) No other utility shall pass through, or come in to contact with, a sewer pipe.
- (j) Pipe trenches shall have a 4-inch bedding of clean rock (typically CA-7), a haunching and initial backfill to 12-inches above the pipe of clean rock, and excavated material to finish grade unless under a paved surface, which is backfilled with compacted CA-6 aggregate.

5-10.5 Service connections

- (a) The owner/developer shall provide a ~~four~~4-inch SDR 26 service connection for each residential, commercial, or industrial lot, accomplished by way of a sanitary tee fitting matching the diameter of the sewer main and the service lateral, made from the same material as said pipes, and installed in the sanitary sewer main to provide for connection of said laterals to the sewer main. Services shall not be allowed to cross private property to serve the intended property.
- (b) The sanitary tee fitting shall be installed in said sewer main in such a manner so that the centerline of the service riser will be 45 degrees above a horizontal plane through the center of the main.
- (c) Material joining the sanitary tee fitting to the pipes shall be free from cracks and shall adhere tightly to each joining surface.
- (d) The lateral shall be extended to the property line or easement line (whichever is greater). The end of the lateral shall be marked with a one-inch PVC Schedule 40 pipe, a minimum five feet above finished grade, and shall have a one-half-inch x 13-foot rebar driven below grade, with a minimum two feet above finished grade.
- (de) A log, locating all tee fittings by indicating accurate measurements for the distance from the downstream manhole and the depth of the connection at the main, shall be established by the contractor and maintained during installation as a permanent record of said locations and shall be provided to the city prior to the issuance of any occupancy permit.

5-10.6 Service laterals—Single customer

- ~~(a) The owner/developer shall provide a four-inch service connection at the tee for each residential lot, the lateral of which, shall be extended to the property line or easement line (whichever is greater), to a minimum nine feet below finished grade.~~
- ~~(b) Any transition in said lateral from the tee fitting to the vertical shall be made using a series of 45-degree elbows or using a four-inch, 90-degree "long sweep". All fittings shall be SDR 26.~~
- ~~(c) The end of the sewer lateral as it extends above grade shall be sealed with a four-inch cap securely glued into place to withstand air test procedures.~~
- ~~(d) Pipes used for service laterals shall be four-inch polyvinyl chloride (PVC) sewer pipe conforming to ASTM D 3034, type PSM for service lines.~~
- ~~(e) Joints for PVC sewer pipe shall conform to ASTM D 3212.~~
- ~~(f) The minimum allowable grade is 1.0 percent.~~
- ~~(g) Service lines shall be installed and trenches backfilled in conformance with the Standard Specifications for Water and Sewer Main Construction in Illinois.~~
- ~~(h) CA-7 granular aggregate to a minimum depth of four inches shall be used as bedding for all PVC sewer laterals.~~
- ~~(i) Where a sewer lateral crosses under the location of a street, drainage structure, right-of-way or other paved areas, the trench shall be backfilled in accordance with Detail D-T1, Appendix A.~~
- ~~(j) The end of the lateral shall be marked with a one-inch PVC Schedule 40 pipe, a minimum five feet above finished grade, and shall have a one-half-inch x 13-foot rebar driven below grade, with a minimum two feet above finished grade.~~
- ~~(k) Maintenance of laterals is the owner's responsibility.~~

5-10.7 Service laterals—Multiple customers

~~Buildings containing multiple tenants such as, but not limited to, apartments, town homes, duplexes and strip malls, may connect to one, single sewer connection and lateral. However, each tenant must install an individual service line as described below:~~

- ~~(1) Service connections shall be installed as described in section 10.5.~~
- ~~(2) A six inch SDR 26 PVC sewer pipe shall be installed parallel with the building and five feet from the outer most corner and be of sufficient length to accept individual sewer services from each tenant space. Each service pipe shall have a cleanout installed before connecting to said pipe. Said pipe shall be connected to the sewer lateral with a sanitary tee fitting.~~
- ~~(3) A maximum of four tenants may be connected to a one, single sewer connection and lateral.~~
- ~~(4) Maintenance of laterals is the property owner's responsibility.~~

5-10.86 Manholes

- (a) The owner/developer shall provide sanitary sewer manholes within the proposed subdivision or development as part of the sewer system design, and at locations necessitated by said design.
- (b) Manholes shall be provided at all changes in horizontal direction and at the end of all sewer mains. Cleanout structures may not be substituted.
- (c) Manholes shall be Type A and constructed of precast Portland cement concrete in conformance with ASTM C-478 and IDOT Highway Standard 602401, and shall be constructed in such a way so as to prevent the leakage of sewage from the manhole, or the infiltration of groundwater into the manhole.
- (d) Minimum wall thickness for manholes shall be five inches.
- (e) Cones and sections shall be substantially free from fractures, large or deep cracks and surface roughness.
- (f) Slabs shall be sound and free of gravel pockets.
- (g) Manhole steps shall be furnished and installed and shall be polypropylene-coated, steel-reinforcing rods at 16 inches on center with load and pullout ratings conforming to OSHA requirements.
- (h) Precast inverts shall be provided in the base sections to accommodate pipe openings with side channel walls extending to roughly the center of the sanitary sewer pipe. Special care shall be taken to see that the openings through which pipes enter the structure shall be provided with "A-Lok" flexible watertight connections conforming to ASTM C 923, Standard Specifications for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes.
- (i) Drop connections shall be used where the difference in elevation of connecting pipes is greater than 24 inches in accordance with the Standard Specification for Water and Sewer Main Construction in Illinois.
- (j) No other utility shall pass through, or come in to contact with, a sewer pipe.

5-10.97 Manhole frames and lids

- (a) Castings shall conform to ASTM A 48, and shall be Neenah R-1772, East Jordan EJ 1022Z1-1 manhole frame with four centerlugs, or equivalent cast iron frame and lids with concealed pick holes and self-sealing gaskets in the lid.
- (b) Sanitary sewer manhole frame and grates shall be capable of handling H-20 loadings.
- (c) In areas that are subject to surface water ponding, frames with stainless steel bolt down gasketed lids and concealed pick holes, which are Neenah R-1915 or equivalent, may be required to prevent groundwater infiltration.
- (d) The word "SANITARY" shall be cast in the lids of all sanitary sewer manholes.

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- (e) Lids and frames shall be properly sealed at the time they are adjusted to finished grade.
 - (f) Adjusting rings may be necessary to place the frame and lid at the correct elevation. Rings may be applied to a height of eight inches. If the adjustment requires more than eight inches, a barrel section must be installed under the cone section.

5-10.108*Sanitary sewer lift stations*

- (a) The design of lift stations shall conform to Title 35: Environmental Protection; Subtitle C: Water Pollution; Chapter II: Environmental Protection Agency; Part 370: Illinois Recommended Standards for Sewage Works; Subpart D: Sewage Pumping Stations; of the State of Illinois Rules and Regulations, and the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
- (b) The owner/developer shall install all necessary lift station(s) and appurtenances at no cost to the city. Lift stations shall be considered part of the improvements. The lift station shall be placed within a permanent easement.
- (c) Every lift station shall be located off the traffic way of streets and alleys and shall be enclosed by a maintenance-free fence. Areas inside the fence shall be rocked with six inches of CA-6 aggregate with a weed control barrier.
- (d) The owner/developer shall provide a permanent road surface of either hot-mix asphalt or Portland cement concrete for access to any lift station so that lift stations are readily accessible by maintenance vehicles during all weather conditions.
- (e) Sewage lift station structures and mechanical equipment shall be protected from physical damage and designed to remain operational during a 100-year flood event.
- (f) Sewage lift station pumps and appurtenances shall be Flygt, or as approved by the director of public works.
- (g) Electrical systems and components shall comply with the NESC requirements for Class 1, Group D, Division 1 locations.
- (h) The director of public works shall specify the electrical panel and controls.
- (i) The owner/developer shall equip the lift station with a six-inch quick disconnect and a four-inch female fitting for bypass pumping in emergency situations.
- (j) The lift station shall be equipped with a high water alarm light and a telemetering system for data logging.
- (k) Under no circumstances shall the wet well inlet be less than four feet above the pumps.
- (l) Sanitary sewer force main shall be AWWA C900 PVC pressure tested to twice the normal operating pressure for a minimum of two hours and installed with THWN No. 12 tracer wire.
- (m) Wet wells shall be a minimum five feet in diameter. Valve vaults shall be a minimum five feet by five feet square. Safety hatches shall be installed on all aluminum access hatches and approved by the director of public works. All hardware on the access hatch shall be manufactured from non-corrosive materials.
- (n) All lift station components, design criteria, and IEPA permit application shall be reviewed by the director of public works prior to approval for construction.

5-10.119*Inspection and testing*

- (a) All sections of all sanitary systems, including sewer mains and laterals, shall be air and mandrel tested by a qualified testing agency or firm hired by the owner/developer, who bears all cost for said testing.

Testing shall be in accordance with applicable sections of the Standard Specifications for Water and Sewer Main Construction in Illinois.

- (b) Testing of sewer mains and laterals shall not be performed sooner than 30 days after the installation. Prior to testing all mains shall be jetted to remove any construction debris.
- (c) The city shall approve the testing agency or firm. A testing agency or firm may only be considered as qualified if they are independent of the contractor installing the sanitary sewer system, demonstrate competency in the performance of air and mandrel tests, follow standard safety practices for performing testing in confined spaces, and are insured, including for errors and omissions.
- (d) When air testing, all sanitary sewer mains and laterals shall hold five pounds for a minimum of four minutes without dropping more than one pound in that time period regardless of the length of pipe being tested. This procedure applies to all sanitary sewer main and lateral testing.
- (e) Mandrels shall have a diameter equal to 95 percent of the inside diameter of the pipe as established in the ASTM standard to which the pipe is manufactured. The test shall be performed without mechanical devices. No pipe shall exceed a deflection of five percent.
- (f) The testing agency or firm shall notify both the owner/developer and the city, in writing, of the results of all tests, as soon as possible after said tests are performed.
- (g) Prior to final acceptance the owner/developer/owner shall televise all sewer mains and provide digital video footage to the city noting the location of all laterals. If any sags or ponding of greater than one inch is observed the city reserves the right to require repair and or replacement of the affected pipe.
- (h) Should any test fail, the owner/developer shall make repairs, and arrange for the test to be performed again, and shall continue to make repairs and perform testing until each section of pipe has passed said tests.

5-10.120~~Maintenance~~

The owner/developer shall be responsible for all maintenance of sewer mains, manholes, lift stations, service connections, and service laterals until all the required subdivision improvements are inspected, approved, dedicated and officially accepted by the city, via a city council resolution.

5-10.131~~Warranty~~

The owner/developer shall notify the city in writing when initiating the operation of any new sanitary sewer system, and shall thereafter be responsible for all defects in said system, including sewer mains, manholes, lift stations, service connections, and backfill settlement for a period of two years. The warranty period shall start when the City accepts dedication of the improvements.

5-10.142~~Private disposal systems~~

All private sanitary sewer systems shall be in accordance with division 2, private disposal systems, under utilities, in the Highland Code.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 11. ELECTRICAL

Sec. 66-5-11. Specific Standards for Electrical Service.

5-11.1 Requirements for installation of electrical services for residential subdivisions

- (a) Site requirements:

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- (1) The owner/developer's responsibilities will be as follows:
- a. The owner/developer, at no cost, shall provide all necessary easements or rights-of-way, dedicated to the utility.
 - b. Prior to the installation of distribution facilities, the owner/developer shall be responsible for providing the utility with level grade to three inches of final and staking of all rights-of-way, easements, curbs, and lot lines at no cost to the utility.
 - c. The owner/developer shall be responsible for all final grading, seeding, and sodding necessary after the installation of the facilities.
 - d. The owner/developer shall be responsible for all costs incurred by the utility, after initial installation of the electric distribution system, for modifications to the installed electric distribution system necessitated by subsequent changes to the layout, arrangement, or elevation of the development that are beyond the direct control of the utility.
 - e. The owner/developer shall be responsible for any costs incurred by the utility, after initial installation of the electric distribution system, for damage to such system facilities before such facilities are officially commissioned for use to serve utility customer loads.
- (2) The electrical distribution system installed in all new residential developments shall be of the underground residential distribution (URD) type.
- (3) All electrical distribution facilities shall be installed by the utility or by use of an electrical contractor under contract to the utility.
- (4) All single phase electric distribution transformers, pedestals, junctions, handholes, streetlights and all other devices that the utility may deem necessary, in its exclusive judgment, shall be installed within ten feet—zero inches of the side property line (typically) unless conflicts develop.
- (5) All costs associated with the installation of telephone and CATV facilities will be the responsibility of the owner/developer.
- (6) As directed by the utility, the owner/developer of residential subdivisions shall install conduits for the future installation of cable at all road crossings identified by the utility prior to the installation of roads and after the pouring of curbs. A total of four heavy wall PVC (Schedule 40 or heavier), or rigid metal conduit shall be installed, if so directed by the utility, of adequate size to accommodate electric conductor, telephone and CATV cables at all street crossings identified by the utility. Conduit so installed shall extend a minimum of five feet beyond the back of curb line on each side of the street. The conduits shall be laid at a minimum of 36 inches below the final grade level of the street curb.
- (7) Site preparation: The owner/developer shall, prior to the starting of the physical installations of the electrical distribution facilities, perform the following:
- a. Remove all obstructions from all utility easements.
 - b. Place marked stakes at all lot corners.
 - c. Establish an easement strip clearance to within plus or minus three inches of final grade.
 - d. Provide written notification to the utility confirming completion of subsections a.—c., above.
- (8) Street lighting in new developments inside the city limits shall be installed by the utility as part of improvements for new developments and shall be owned, operated and maintained by the utility.

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- a. The utility-installed street lighting standards shall consist of high-pressure sodium luminaries installed on fiberglass poles.
 - b. The utility-installed street lighting standards shall be placed in accordance with the standard utility practice.
 - c. Should the owner/developer wish to upgrade the street lighting system installed in new developments, such upgraded lighting systems shall be designed, furnished, and installed by the owner/developer. Type of upgraded pole/light fixture and installation design shall receive approval from the utility prior to installation. The utility will require a supply of spare parts equal to one pole/light fixture for every ten poles/fixtures or portion of thereof (i.e., four poles/fixtures one spare, 15 poles/fixtures two spares).
- (9) Street lighting in new developments outside the city limits may be installed by the utility as part of improvements for new developments shall be owned, operated, and maintained by the utility.
- a. The owner/developer initially, then the subsequent homeowner's association will be responsible for paying a monthly rental fee based on fixture wattage.
 - b. Utility-installed street lighting standards shall consist of high-pressure sodium luminaries installed on wood poles.
 - c. The utility installed street lighting standards shall be placed in accordance with the standard utility practice.
 - d. Should the owner/developer wish to upgrade the street lighting system installed in new developments, such upgraded lighting systems shall be designed, furnished, and installed by the owner/developer. Type of upgraded pole/light fixture and installation design shall receive approval from the utility prior to installation. The utility will require a supply of spare parts equal to one pole/light fixture for every ten poles or portion of thereof (i.e., four poles/fixtures one spare, 15 poles/fixtures two spares) for the development.
- (b) General requirements: Prior to the installation of any electrical facilities by the city, the owner/developer shall be in compliance with all city or county administrative requirements including, fees, building permits, annexation agreements, etc., as deemed necessary by the city's staff.

5-11.2 Requirements for installation of electric facilities commercial developments

(a) *Site requirements:*

- (1) The owner/developer's responsibilities will be as follows:
- a. The owner/developer, at his/her own cost, shall provide all necessary easements or rights-of-way, dedicated to the utility.
 - b. Prior to the installation of distribution facilities, the owner/developer shall be responsible for providing the utility with level grade to three inches of final and staking of all rights-of-way, easements, curbs and lot line at no cost to utility.
 - c. The owner/developer shall be responsible for all final grading, seeding or sodding necessary after the installation of the facilities.
 - d. The owner/developer shall be responsible for all costs incurred by the utility, after initial installation of the electric distribution system, for modifications to the installed electric distribution system necessitated by subsequent changes to the layout, arrangement, or elevation of the development that are beyond the direct control of the utility.

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- e. The owner/developer shall be responsible for any costs incurred by the utility, after initial installation of the electric distribution system, for damage to such system facilities before such facilities are officially commissioned for use to serve utility customer loads.
 - (2) The electrical distribution system installed in all new commercial developments shall be of the underground distribution type.
 - (3) All electrical distribution facilities shall be installed by the utility or by use of an electrical contractor under contract to the utility.
 - (4) As directed by the utility, the owner/developer of commercial developments shall install conduits for the future installation of cable at all driveway and road crossings identified by the utility prior to the installation of driveways and roads and after the pouring of curbs. A total of two heavy wall PVC (Schedule 40 or heavier), or rigid metal conduit shall be installed, if so directed by the utility, of adequate size to accommodate electric conductor at all paved crossings identified by the utility.

Conduit so installed shall extend a minimum of five feet beyond the back of curb on each side of the driveway or road. The conduits shall be laid at a minimum of 36 inches below the final grade level of the street curb.

- (5) The owner/developer shall, prior to the starting of the physical installation of the electrical distribution facilities, provide the following:
 - a. Removal of all obstructions from all electrical utility easements.
 - b. Placement of marked stakes for all lot corners.
 - c. Establishment of easement strip clearance to within approximately three inches of final grade.
 - d. Written notification to utility of completion of subsections a.—c., above.
- (b) *General requirements:* Prior to the installation of any electrical facilities by the city, the owner/developer shall be in compliance with all city or county administrative requirements including, fees, building permits, annexation agreements, etc., as deemed necessary by the city's staff.

5.11.3General

- (a) Underground service connections for said utilities shall be provided at the property line of each platted lot.
- (b) All conduits or cables for said utilities shall be located within easements or public rights-of-way in such a manner that they do not interfere with other underground services or utilities.

5-11.4Street lights

Street lighting for new developments is discussed in subsections 66-5-11(a)(8), (9).

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)

DIVISION 12. GENERAL, EASEMENTS AND OTHER UTILITIES

Sec. 66-5-12. Specific standards for easements and other utilities.

5-12.1General

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- (a) It shall be the responsibility of the owner/developer to forward plans for the subdivision/development to the respective providers of natural gas, telephone, cable television services, and any other requesting agency.
 - (b) Said utility companies shall have 30 days to develop and submit to the owner/developer, proposed layouts for their facilities so that the owner/developer may approve said layouts and forward them to the city for review as part of the city's approval process.
 - (c) Underground service connections for said utilities shall be provided at the property line of each platted lot.
 - (d) All conduits or cables for said utilities shall be located within easements or public rights-of-way in such a manner that they do not interfere with other underground services or utilities.
 - (e) No underground utilities shall be constructed until their physical location is reviewed in writing by the director of public works, director of light and power or city manager.

5-12.2 Safety provisions

It shall be the responsibility of the owner/developer to provide all necessary and appropriate safety features within any subdivision or development, including, but not limited to, guard rails, retaining walls, curbing, and revised grading at hazardous or potentially hazardous locations. Hazardous locations may include where water is impounded next to roadway, in areas of high fills, along large culverts and near steep embankments.

5-12.3 General easements

- (a) In designing any subdivision, the owner/developer shall provide easements for all utilities including, but not limited to, drainage and storm sewers, sanitary sewers, gas mains, water mains, underground or overhead electric including poles, telephone, cable television lines, sump drainage system lines and communication lines.
- (b) Any easements, new or not shown on the final plat, shall be submitted to the city for review and approval. A sketch shall accompany easement descriptions and shall be certified by an Illinois professional land surveyor for recording. The sketch shall be submitted as an exhibit to the description on an 8½ × 11 sheet of paper with all pertinent information including, but not limited to, scale, north arrow, dimensions, easement boundaries, and survey reference lines necessary to illustrate the description.

5-12.4 Utility easements

- (a) Unless utilities are to be installed in the public rights-of-way, utility easements, not less than 20 feet wide (or ten feet on each side of a property line), shall be provided along all rear lot lines, and along those side lot lines where necessary. A minimum 20-foot wide easement shall be provided adjacent to local/residential rights-of-way and 15 feet wide adjacent to minor and major collectors.
- (b) Property owners may (at their own risk) plant shrubbery or hedges (not reaching over four feet in height at maturity) or install fences on the easement areas. No trees, buildings, earthen berms, retaining walls, or other structures shall be placed on any easement. Utilities (private and public), however, in order to have access for maintenance and repair, the city and/or utility shall have the authority to remove said improvements and restore the area only by grading and sodding or seeding/mulching or to have alternate access through the owner's property. The restoration of the alternate access shall be the property owner's responsibility.
- (c) As a common practice, in the case of abutting lots, said easements shall be designed so that they are apportioned evenly on each side of said lot lines.
- (d) Preliminary plats shall be submitted to the appropriate utility companies for their input regarding the location of utility easements.

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- (e) Water mains shall be installed in easements adjacent to the right-of-way at the front of lots. Sanitary sewer mains may be installed in easements located in the rear of lots. Electric lines shall be installed in easements adjacent to the right-of-way at the front of lots.
 - (f) Easements of greater width may be required along or across lots when necessary for the extension of sewer mains or other utilities, or where both water and sewer lines are located in the same easement.
 - (g) The final location and minimum widths of all easements shall be at the discretion of the director of public works, director of light and power or city manager.

5-12.5 Drainage easements

- (a) Adequate easements for stormwater drainage shall be established along any natural drainage channel and in such other locations as may be necessary to provide satisfactory conveyance of stormwater from streets, alleys, and all other portions of the subdivision.
- (b) The director of public works and the director of light and power shall approve the location and widths of such easements. In no case shall said easements be less than 15 feet in width.
- (c) Easements for drainage retention and detention facilities shall also be provided as necessary. Drainage basins serving more than one property shall be contained within an outlot, owned by the entity responsible for maintenance of the facility.
- (d) Plans depicting drainage easements shall indicate the direction of water flow by the use of arrows.

5-12.6 Maintenance of easements and rights-of-way

Maintenance of easements and grassed/landscape portions of the rights-of-way shall be the property owner's responsibility.

5-12.7 Stormwater facility maintenance

- (a) *Definitions.* The following definitions shall apply to section 66-5-12.7:

Owner(s) shall mean the owner of a parcel of property, his/her successors, heirs and assigns, and all subsequent owners of that parcel of property or parcels within the property as subdivided.

Stormwater drainage facilities shall mean an open watercourse, gully, dry stream, creek, ditch or any type of structure which carries stormwater runoff or which is fed by street or building gutters, sump drainage lines or stormwater sewers, or which serves the purpose of draining water from the lands adjacent to such watercourse, gully, dry stream, creek, ditch or structure.

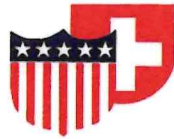
- (b) *Drainage facility maintenance responsibility.*

- (1) *One lot development or redevelopment:* Maintenance of stormwater drainage facilities located on private property shall be the responsibility of the owner of that property. Before an appropriate permit for development or redevelopment is obtained from the city, the applicant shall execute a maintenance agreement with the city, which agreement shall obligate the owner (and the owner's successors, heirs and assigns) to maintain the drainage facilities located on the owner's property. Such agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the owner of the property to obtain the maintenance agreement from the department of public works.
- (2) *Subdivision development:* Prior to approval of any final subdivision plat by the city, the owner/developer of any land intended for subdivision shall enter into a maintenance agreement with the city. Said agreement will obligate the owner/developer of the intended subdivision to maintain all water drainage and water detention facilities located within the boundaries of the development. Further, said agreement will be binding upon the successors, heirs and assigns of the owner/developer (to create joint and several liabilities on all future property owners in the development) for

maintenance of the drainage facilities located within the boundaries of the development. Such maintenance agreement shall be recorded in the Recorder's Office of Madison County, Illinois. It is the responsibility of the owner/developer of the property shall obtain the maintenance agreement from the department of public works.

The maintenance agreement shall include a schedule for regular maintenance of each aspect of the development's storm water drainage facility system and shall provide to the city a perpetual easement for access above and across the property for the purpose of inspection of the drainage facility system. The owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall notify the city, director of public works, in writing no less than 48 hours prior to any maintenance operations, excluding routine grass mowing. The maintenance agreement shall also stipulate that if the appropriate personnel of the city, notify the owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision in writing of maintenance problems requiring correction, the owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision shall begin such corrections within 48 hours and shall not extend beyond seven calendar days of such notification. If the corrections are not made within this time period, the city may have the necessary work completed and assess the cost to the owner(s), his/her/its successors, heirs, assigns, or the subsequent owners of property within the subdivision pursuant to maintenance agreement.

(Ord. No. 2258, 9-17-07; Ord. No. 2896, § 4, 11-5-18)



City of Highland
Building and Zoning

Exhibit "C"

COMBINED PLANNING & ZONING BOARD
Advisory Report for Zoning Text Amendment
and Reasons Therefore

Date Advertised: 11/14/2024
Public Hearing Date: 12/04/2024

On December 4, 2024, the City of Highland Combined Planning and Zoning Board, at its regular meeting, voted to recommend to the City Council, approval / denial of a Zoning Text Amendment for the following:

The City of Highland (1115 Broadway, Highland, IL) is requesting a Text Amendment to Article V (Design and Improvement Standards) Chapter 66 (Land Development Code). Specifically, the amendment will prohibit flag lots, prohibit oil and chip streets, modify pavement widths and thicknesses, update pavement, curb and gutter, and sidewalk construction standards, update sump pump standards, water main and fire hydrant standards, and sanitary sewer line standards.

In recommending Approval (action) of this Zoning Text Amendment, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation (Sec. 90-85. - Zoning text amendments—Factors for consideration.). With regard to those regulations in Sec. 90-85, the Combined Planning and Zoning Board offers the following findings of fact:

1. Whether the proposed amendment is consistent with the city's comprehensive plan and this chapter.
The proposed text amendments are consistent with the City's Comprehensive Plan.
2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.
The proposed amendment is necessary not only to keep pace with engineering best practices, but also as a result of firsthand experience using and maintaining the City's infrastructure.
3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.
The proposed amendments will have positive long-term impacts on public utilities, public services, and traffic.

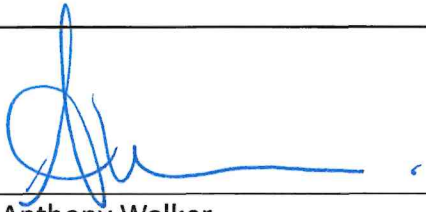
4. Whether the proposed zoning text amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed text amendments promote the health, safety, quality of life, comfort, and general welfare of the City.

In addition, the Combined Planning and Zoning Board found that the proposed text amendments did / did not provide safeguards to assure its consistency with the city's comprehensive plan and zoning code.

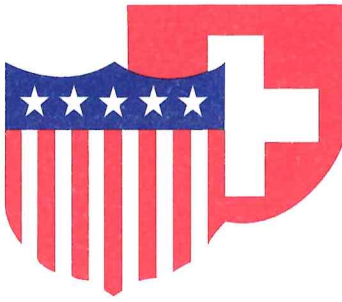
The City Council will consider the recommendation of the Combined Planning and Zoning Board at the December 16, 2024, meeting of the City Council.

Conditions (if any): NONE



Anthony Walker
Chairperson of the Combined Planning and Zoning Board

12/4/24
Date



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: December 11, 2024

SUBJECT: Highland Code of Ordinances Chapter 66 and 78 Amendments
Recommendation for Approval

RECOMMENDATION

I am recommending amendments to Chapters 66 and 78. Through the course of applying the requirements of the Highland Code, experience with results, and new engineering techniques and innovation, the following text amendments are presented for your review and approval. Refer to the page numbers in the attached documents for the specific points below.

DISCUSSION

Chapter 66 Land Development Code

Article V. Design and Improvement Standards

Summary of proposed amendments:

1. Page 3: Prohibiting flag lots. Flag lots are lots with a narrow strip of property connecting the street right-of-way and a larger area typically behind other lots (shaped like a flag on a pole). These lots do not provide enough frontage for utilities and positions the house out of line with the adjacent lots.
2. Page 5: I expanded the street design table to include both concrete and asphalt options.
3. Text in various locations: We provided written details instead of drawings in the text. The online version of our code of ordinances does not include detailed drawings or pictures. Given the frequent online use of our code, we are offering the drawings upon request.

4. Page 8: We have had problems with developers using pavement contractors with little experience and equipment to construct streets monolithically. The revision allows the City to decide whether a contractor can build concrete streets in this manner. Additionally, we will review the joint spacing to follow updated dimensions. We are adopting the joint spacing required by IDOT.
5. Page 10: The construction of sidewalks is now part of the developer's responsibility. The justification includes (1) the finish is consistent, and (2) it eliminates gaps in the walk due to empty lots. The builder is responsible for installing sidewalks along the street when constructing the house. Empty lots create gaps in the walks forcing residents to walk in the street.
6. Page 20: Water service lines is moved to Chapter 78 Utilities, Section 78-469, which is a more appropriate location.
7. Page 22: Sewer service lines is moved to Chapter 78 Utilities, Section 78-287, which is a more appropriate location.

Chapter 78 Utilities

Article III. Sewers and Sewage Disposal

Summary of proposed amendments:

1. Page 2: Clarification of installing a service coming from the water main on the opposite side of the street.
2. Pages 3-4: The directive for single and multiple services is transferred from Chapter 66 Land Development to Chapter 78 Utilities, which is more appropriate. The service is installed at the time of building and determined by the building's use.

Article IV. Water Service

Summary of proposed amendments:

1. Page 1: Clarification of the installation of the water meter.
2. Page 1: Clarification of installing a service coming from the water main on the opposite side of the street.
3. Page 3: The directive for individual services within a multiple unit building is transferred from Chapter 66 Land Development to Chapter 78 Utilities, which is more appropriate. The service is installed at the time of building and determined by the building's use.

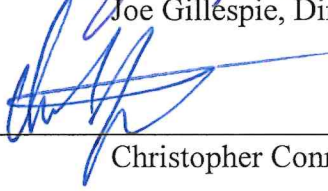
4. Pages 4-5: A reorganization of the service connections and fees. The use of directional boring to install service pipes has become standard for us. We directional bore all water services where the water main is on the opposite side of the street. The fees in the table are now divided into standard excavation (open cutting trench), and directional boring (use of machine to pull pipe underground). The fee structure is more fair and equitable to the customer and the City, and comparable to our neighboring cities.
5. Page 7: The Illinois Environmental Protection Agency has instituted regulations in response to Legionnaires Disease. Potable water is not allowed to sit in a pipe and be static. The current code requires the fire service lines to be separate from domestic lines. The water in a dedicated fire line is static until it is used for fire sprinkler purposes. Therefore, the water is susceptible to Legionnaires Disease. The proposed directive eliminates static water while still providing sufficient water to sprinkler systems and protections to drinking water.

FISCAL IMPACT

These changes are intended to cover our costs for services.

CONCURRENCE

Recommended by:  _____
Joe Gillespie, Director of Public Works

Approved by:  _____
Christopher Conrad, City Manager

ORDINANCE NO. _____

ORDINANCE AMENDING THE CITY CODE CHAPTER 78 – UTILITIES, ARTICLE IV – WATER SERVICE, SECTION 78-466. METERS; SECTION 78-467. SERVICE PIPES; SECTION 78-469. WATER SERVICE CONNECTION; APPLICATION; SECTION 78-470. FIRE SERVICE REQUIRES, STANDARDS; AND SECTION 78-473. MAIN EXTENSION SPECIFICATIONS.

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

WHEREAS, City has determined it necessary to update the City Code regarding Chapter 78 – Utilities, Article IV – Water Service for the purpose of providing the best services possible to residents.; and

WHEREAS, City has determined it necessary to amend the following Sections of City Code regarding Chapter 78 – Utilities, Article IV – Water Service; and

- Section 78-466. Meters;
- Section 78-467. Service Pipes;
- Section 78-469. Water Service Connection; Application;
- Section 78-470. Fire Service Requires, Standards; and
- Section 78-473. Main Extension Specifications

Herein collectively referred to as “Amendments”.

WHEREAS, Chapter 78 – Utilities, Article IV – Water Service shall now state:

Sec. 78-466. Meters.

- (a) *Required.* Every occupied premises using the city water supply must be equipped with an adequate water meter furnished by the city. During construction and upon application therefor, water service may be supplied at a flat rate until such meter is installed.
- (b) *Installation.* Meters shall be installed in a location that will be easy of access shall be installed by and at the cost of the owner of the property to be served.

- (c) *Reading.* The city manager shall cause to be read every water meter each calendar month so that bills may be sent out at the proper time.
- (d) *Testing.* Any municipal water meter shall be taken out and tested upon complaint of the consumer. If upon test the meter is not within three percent of being accurate, it shall be repaired or replaced.
- (e) *Specifications.* The meters to be used by the city in its service lines shall be of the disc type and shall be of quality workmanship, material and efficiency. All meters shall be of the ordinary or straight reading type and shall show the number of gallons of water consumed. They shall be constructed to withstand a normal working pressure of not less than 100 pounds and a test pressure of 150 pounds. Each meter shall be so constructed that wire and lead seal may be used so that the working parts cannot be removed or the dial of the meter tampered with without breaking the seal. No meter less than five-eighths inch shall be used on a three-fourths-inch service line. Where a larger than three-fourths-inch service is required, the meter shall be of correspondingly larger size.
- (f) *Service.* All water service, whether for domestic, commercial or industrial use, shall be metered. All meters shall be so placed and installed as to render the meters accessible at all times for the purpose of reading or repairing, and so as to be free from danger of freezing. Meters outside of a building shall be set in a suitable meter box provided by the city. Water will not be turned on for new connections until the meter has been installed and all other requirements of this article on the part of the property owner have been fully complied with.

Sec. 78-467. Service pipes.

- (a) *Installation.* All water service pipes from the service box (curbstop) to the premises served shall be installed by and at the cost of the owner of the property to be served or the applicant for the service by a licensed plumber. Directional bore all service pipes when crossing a street. Open cutting the street pavement is prohibited.
- (b) *Repairs.* All repairs for service pipes and plumbing systems of buildings shall be made by and at the expense of the owners of the premises served. The city may, in an emergency, repair any service pipes, and if this is done, the cost of such repair work shall be repaid to the city by the owner of the premises served.
- (c) *Excavations.* Excavations for installing service pipes or repairing the pipes shall be made in compliance with requirements relating to making excavations in streets. However, it is unlawful to place any service pipe in the same excavation with, or directly over or under, any drain pipe or sewer pipe.
- (d) *Shutoff boxes.* Shutoff boxes or service boxes shall be placed on every service pipe, and shall be located at the property line where this is practicable. Such boxes shall be so located that they are easily accessible and shall be protected from frost.

Sec. 78-469. Water service connection; application.

- (a) Any person desiring to make a water service connection with the city waterworks system shall file a written application therefor in the office of the water department, to be maintained at the city offices upon blank forms provided for such purpose. The application must be signed by the owner of the property for which such service connection is desired, or by the duly authorized agent of such owner. Such application shall be accompanied by payment of the fee prescribed in subsection (d) of this section to cover the cost of such service connection and meter.
- (b) Approval and acceptance of an application for water service connection will be subject to the following requirements and conditions:
 - (1) The application must state truly and fully the class, scope and type of use to be made of the service connection. This will include a full description of and detailed information related to the location of the premises to be served.
 - (2) The city will provide one water service connection for any one building on the owner's premises. The owner may obtain a separate water service connection for parts of any one building, or for each additional building or other location on his premises where service is required, provided each such separate water service connection is separately metered and billed.
 - (3) A water service connection will not be installed unless the land under, over or through which such owners service pipe passes is owned in fee simple by the applicant, and not in limitation of, but in clarification of the foregoing having a right to install and/or use a water line or lines arising from or by virtue of an easement for such purpose does not qualify as meeting the element of ownership in fee simple hereby required.
 - (4) No service connection shall pass through property other than the property it serves.
 - (5) Individual services are required for each customer. Multiple unit building(s) more than four units shall use a one-inch tap for every two units unless one or both unit(s) requires a larger service. Two, three-quarter-inch services shall branch from the tap to serve two units. A curb stop is required for each unit served.
 - (6) The application for water service connection will be accepted and approved subject to there being a main owned by the city adjacent to the premises to be served. The city will not extend its mains to serve any premises for which water service is desired except as required by and in accordance with sections 78-472 and 78-473 and chapter 66, pertaining to subdivision control.
 - (7) Water service connections will be installed and maintained at city expense and are and will remain the property of the city. Connection will be made at or adjacent to owner's property line.
 - (8) The owner's service pipe will be installed and maintained at the expense of the owner subject to approval of the city as to the size, type of materials, and manner of installation. The cost of installing and removing a temporary or construction water service connection shall be borne by the applicant, subject to credit for the salvage value of any materials recovered upon removal. The applicant, will advance the

estimated cost of installation and removal, less credit for salvage, prior to approval of the application and installation of the temporary or construction water service connection. Upon completion of the removal of the temporary or construction service connection an adjustment to equal actual cost, will be made with the applicant receiving a refund if the estimate is greater or applicant paying the difference if the actual cost is greater.

- (9) Water furnished through a temporary or construction water service connection will be billed at the rate of miscellaneous temporary uses as provided for in the applicable rate schedule of the city in effect at the time water is furnished. Water service connections will be made in order of the receipt of acceptable applications and without undue delay.
- (10) Water service connections will be made in order of the receipt of acceptable applications and without undue delay.
- (11) When a regular water service connection is installed to service a premises where a house or other building is under construction, the minimum bill for the applicable sized meter shall be charged from the date of installation of the service connection until such time as the meter is set for the customer.
- (c) Upon the filing of such application, if the application is in proper form and the cost advanced as required in this section, an order for the installation of service pipe, meter and service connections will be issued to the city officer or employee having charge of such work, whose duty it shall be to make such installation without unnecessary delay, and to return such order immediately upon completion of the work with an endorsement thereon signed by such officer or employee, showing the date, place and manner in which such service connection was made. All applications and the order and reports issued and returned thereon shall be appropriately numbered and kept on file in the city offices.
- (d) For all ordinary service connections, the city will furnish and install the service pipes, curbstop, box and meter, for the following water connection fees:

Inside City Limits

<i>Standard Excavation</i>	<i>Location of Meter</i>	
	<i>Inside Setting</i>	<i>Outside Setting</i>
¾ inch water connection	\$1,700	\$2,100
1 inch water connection	\$1,900	\$2,500
1½ inch water connection	\$3,100	\$5,700
2 inch water connection	\$4,200	\$7,000

<i>Directional Bore</i>	<i>Location of Meter</i>	
	<i>Inside Setting</i>	<i>Outside Setting</i>
¾ inch water connection	\$3,700	\$4,100
1 inch water connection	\$4,000	\$4,600
1½ inch water connection	\$4,500	\$7,300
2 inch water connection	\$5,600	\$8,700

Outside City Limits

<i>Standard Excavation</i>	<i>Location of Meter</i>	
	<i>Inside Setting</i>	<i>Outside Setting</i>
¾ inch water connection	\$1,900	\$2,300
1 inch water connection	\$2,100	\$2,700
1½ inch water connection	\$3,300	\$5,900
2 inch water connection	\$4,400	\$7,200

<i>Directional Bore</i>	<i>Location of Meter</i>	
	<i>Inside Setting</i>	<i>Outside Setting</i>
¾ inch water connection	\$3,900	\$4,300
1 inch water connection	\$4,200	\$4,800
1½ inch water connection	\$4,700	\$7,500
2 inch water connection	\$5,800	\$8,900

The city manager or his designee shall determine the water connection fee for connections greater than 2-inches.

However, upon application thereof, special permission may be granted by the city authorizing the applicant to make such service connection at his own expense under the supervision of and subject to such responsible conditions as may be prescribed by such permit, not inconsistent with this article. The applicant would be responsible for any expenses incurred by the city.

- (e) All water service connections made to the mains of the waterworks system shall be made substantially in the following manner:
 - (1) An all-brass corporation stop shall be affixed to the water main by means of a saddle (service clamp) at a distance of not less than one foot from any bell and spigot joint on the water main to be tapped, and shall be set at a point on the pipe at an approximate angle of 45 degrees from the vertical. From the corporation stop shall be run a copper pipe to a point immediately in front of the sidewalk or property line, at which point there shall be installed an all-brass service stop. On each end of the copper pipe there shall be a suitable brass or copper coupling for making connections with the corporation stop and curbstop. The copper pipe shall be laid with sufficient valves and where the pipe is connected with the corporation stop shall have a gooseneck or bend supported by brick or stone, so as to prevent damage from the settling of the earth. All pipe used in trenches or other concealed construction on the service side of the meter shall be of copper. Over the curbstop there shall be placed a cast iron service box with a lid so that the valve may be opened or closed with a key. The service charge provided in subsection (d) of this section includes all labor, materials and equipment up to and including the curbstop and service box, and includes the furnishing of the meter by the city. The property owner shall have a licensed plumber install the meter. From the curbstop the property owner will be required to continue the pipeline to and upon the premises to be supplied with water at his own expense.

- (2) The standard corporation stop to be used in making service connections with water mains in the city shall be the Mueller no. H-1500 or the equivalent, and shall be sufficiently heavy to withstand the strain of screwing into the service saddle and the weight of the pipe. Connections with the end of the corporation stop shall be capable of withstanding a 200-pound hydraulic pressure test.
- (3) All pipe used in making connections between the water main and the curbstop, and between the curbstop and the meter shall be capable of withstanding a hydraulic pressure test of not less than 100 pounds, and equivalent in strength and capacity to pipe of the size and weights mentioned in this subsection. Copper pipe shall be of Type K. Plastic pipe shall be water service tubing PE SDR 9 200 psi ASTM 2737 copper tube size. When using plastic pipe the applicant shall terminate the use of plastic pipe a minimum of five feet from the outside of the foundation wall and connect and extend copper Type K through the wall and to the meter. Fittings connecting the plastic to copper shall be pack joint type brass only (Mueller, Ford or McDonald) and use an insert in the plastic line. Tracer wire shall be installed on plastic pipe using #12 THNN tracer wire and securely taped to the service line a minimum of every ten feet. One end of the tracer wire shall extend through the curb box with an excess of eight inches at the top. The other end of the tracer wire shall be placed inside one-half-inch plastic electrical conduit piping installed adjacent to the outside of the foundation wall above grade and below the finished building material. The top of the conduit shall be terminated with a condulette fitting and cover. All work shall be performed by a licensed plumber.
- (4) The standard used for the service curbstop shall be a Mueller no. H-15175 or H-15200 curbstop or the equivalent, and shall be capable of withstanding a 200-pound hydraulic pressure test, and shall have a suitable flat head attachment for opening and closing with a key.
- (5) The standard service box to be used shall be a Mueller no. H-10306 extension service box, or the equivalent, which shall be set over the curbstop and extend from the service pipe to the ground level. It shall be of an extension pattern and composed of two parts: the lower part known as the base casting, and the upper part known as the standpipe. The standpipe shall telescope into the base casting. The service box shall be not less than 1¼ inches inside diameter, and shall have a brass or malleable cast iron cover fastened thereto, on which shall be plainly cast the term "water" or the letter "W". The cover shall have an opening through it so that a key may be used in opening and closing the curbstop. In this opening there shall be inserted a cast iron plug with threads and a pentagonal nut. The plug shall be designed so that the cast iron threads fit into brass threads.
- (6) For standard three-fourths-inch by five-eighths-inch service installations, the meter tile to be used shall be an 18-inch by 30-inch slotted meter tile of fiber or plastic with an 18-inch cast iron frame and 12-inch cast iron locking lid. Loose rock shall be placed on the bottom of the meter pit to the lower part of the meter yoke. The meter yoke for exterior installation shall be Ford no. Y-502 or the equivalent.

Sec. 78-470. Fire service required, standards.

- (a) In subdivisions and newly developed areas of the city, the developer or subdivider shall install fire hydrants in accordance with this article and other applicable directives. In special situations as determined by the city, the city may install fire hydrants.
- (b) Public fire hydrants will be maintained by the city at its expense. Title to the hydrants, valves and fire service connections is vested in and such will at all times remain the sole property of the city.
- (c) Private fire hydrants which are to be located in a public street or roadway will be installed by and at the expense of the city and maintained by the city at its expense, provided that a private fire service agreement shall be signed for a period of not less than five years. Such agreement shall specify a consideration of \$25.00 per year for service and the amortized cost years. The person or fire protection district requesting such installation will pay in advance for the cost of such installation subject to credit for the salvage value of any materials recovered upon removal, less the cost of removal. In either case, title to hydrants, valves and fire service connection is vested in and such will at all times remain the sole property of the city.
- (d) Private fire hydrants to be located upon or within the premises of the applicant will be installed at the expense of the applicant, including the cost of the fire service connection. The fire service connection from the main to the shutoff valve will be owned and maintained by the city. The remainder of the installation, including the fire hydrant located on the premises of the applicant, will be owned and maintained by the applicant.
- (e) Fire hydrants shall be located not less than 400 feet apart, and no fire hydrant shall be permitted on a water main extension of less than six inches in diameter.
- (f) A fire service connection to be used to supply water to a fire system utilizing automatic sprinkler heads will be installed by the applicant at the applicant's expense. The applicant is responsible for tapping the city's main, installing a shutoff valve, and laying pipe to the building. The city reserves the right to size the connection and to specify all materials used. The applicant will pay the cost. The fire service connection so installed will remain the sole property of the applicant and will be maintained by the applicant at its expense except for that portion from the city's main to the shutoff valve which will be maintained by the city.
- (g) The applicant for a fire service connection to supply water to automatic sprinkler heads will be obligated to pay the applicable rate for such service in accordance with the rate schedule in effect at the time, and to comply with all applicable sections of this article and conditions of service.
- (h) Fire service connections are to be used for the extinguishment of fires and to supply the domestic water service to the building. The fire service line shall enter the structure. The domestic service shall connect to the fire service line. An RPZ device shall follow immediately after the domestic tap and then connect to the fire suppression system. The fire suppression system shall be isolated from the domestic service by the RPZ device. The city shall provide a water meter associated with the domestic service size. The applicant is responsible for the cost of the meter and the installation by a licensed plumber. The city will charge monthly for the size of the domestic meter as well as the consumption. Separate fire

services are prohibited. The city reserves the right to provide a meter and install it at the customer's expense on a fire service connection to ensure that water is not being used for purposes other than the extinguishment of fires.

Sec. 78-473. Main extension specifications.

- (a) All construction of water mains shall be in accordance with drawings and specifications approved by the state environmental protection agency and the city.
- (b) Pipes, fittings, valves, fire hydrants and other appurtenances shall conform to the specifications of the American Waterworks Associations and to the requirements of the city. In addition, no mains less than six inches shall be installed except as permitted under subsection 78-472(i)(3).
- (c) Ductile iron or polyvinyl chloride (PVC) plastic pipe, pressure class 200, shall be the minimum quality pipe and fittings acceptable up to and including ten-inch diameter pipe. Galvanized pipe will not be accepted.
- (d) Dead-end mains shall be avoided wherever practicable. Where dead-end mains are not avoidable, blowoff or fire hydrants shall be installed at the ends of the main. The ends of the mains and the blowoff shall be located so that drainage of water from flushing will not cause property damage.
- (e) Valves shall be placed so that if a break occurs in any section of the main, not more than 800 feet of pipe will have to be eliminated from service. All feed mains shall be gated from the distribution mains.
- (f) Fire hydrants shall be spaced a maximum of 400 feet apart. Hydrants shall be of a type approved by the city and shall be installed with a valve on the main.
- (g) Backfill of trenches shall be done in an approved manner. Compaction for backfill shall be equal to the requirements for compaction of filled sections for streets.

WHEREAS, the Code Enforcement Department has informed the City Council that the Code Enforcement Department desires to have the Amendments to the City Code regarding Chapter 78 – Utilities, Article IV – Water Service; and

WHEREAS, City Staff recommended to the Combined Planning and Zoning Board (“CPZB”) that it should approve the text amendments as stated herein (*See* Staff Report attached hereto as **Exhibit A**); and

WHEREAS, the Combined Planning and Zoning Board recommended to the City Council that it approve the text amendments as stated herein (*See* CPZB Report attached hereto as **Exhibit B**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to permit the Amendments to the City Code regarding Chapter 78 – Utilities, Article IV – Water Service; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code as stated herein.

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. Chapter 78 – Utilities, Article IV – Water Service, Section 78-466. Meters; Section. 78-467. Service Pipes; Section 78-469. Water Service Connection; Application; Section 78-470. Fire Service Required, Standards; and Section 78-473. Main Extension Specifications shall be amended as stated herein.

Section 3. That this Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

M E M O R A N D U M – Text Amendment

To: City of Highland Combined Planning & Zoning Board

Meeting Date: December 4, 2024

From: Emily Calderon, AICP, Moran Economic Development

Text Amendment: Land Development Code updates (Article IV, Chapter 78)

Proposed Text Amendment

Text Amendment to Article IV (Water Service) of Chapter 78 (Utilities). Specifically, the amendment will update the requirements for meter placement, installation of service pipes, water service connection requirements, add the requirement for licensed plumbers to perform certain work, amend fire service connection standards, and update main extension specifications. The amendment will also remove the connection fees listed in the ordinance so that these can be updated administratively from time to time

Background

Through the course of applying the requirements of the Highland Code, experience with results, and new engineering techniques and innovation, the Public Works Director has provided several updates for review and approval. Please see the Attached memo dated October 23, 2024 for a detailed explanation of the markups presented.

Findings of Fact for Text Amendments

1. Whether the proposed amendment is consistent with the City's comprehensive plan and this chapter.

The proposed amendments are consistent with the City's Comprehensive Plan.

2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.

The proposed amendment will result in

3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.

The proposed amendments will have positive long-term impacts on public utilities, public services, or traffic.

4. Whether the proposed zoning test amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed amendments promote the health, safety, quality of life, comfort, and general welfare of the City.

Recommendation

Approval of the text amendments to Article IV, Chapter 78 (Utilities) is recommended.

ARTICLE IV. WATER SERVICE

Sec. 78-466. Meters.

- (a) *Required.* Every occupied premises using the city water supply must be equipped with an adequate water meter furnished by the city. During construction and upon application therefor, water service may be supplied at a flat rate until such meter is installed.
- (b) *Installation.* Meters shall be installed in a location that will be easy of access shall be installed by and at the cost of the owner of the property to be served.
- (c) *Reading.* The city manager shall cause to be read every water meter each calendar month so that bills may be sent out at the proper time.
- (d) *Testing.* Any municipal water meter shall be taken out and tested upon complaint of the consumer. If upon test the meter is not within three percent of being accurate, it shall be repaired or replaced.
- (e) *Specifications.* The meters to be used by the city in its service lines shall be of the disc type and shall be of quality workmanship, material and efficiency. All meters shall be of the ordinary or straight reading type and shall show the number of gallons of water consumed. They shall be constructed to withstand a normal working pressure of not less than 100 pounds and a test pressure of 150 pounds. Each meter shall be so constructed that wire and lead seal may be used so that the working parts cannot be removed or the dial of the meter tampered with without breaking the seal. No meter less than five-eighths inch shall be used on a three-fourths-inch service line. Where a larger than three-fourths-inch service is required, the meter shall be of correspondingly larger size.
- (f) *Service.* All water service, whether for domestic, commercial or industrial use, shall be metered. All meters shall be so placed and installed as to render the meters accessible at all times for the purpose of reading or repairing, and so as to be free from danger of freezing. Meters outside of a building shall be set in a suitable meter box provided by the city. Water will not be turned on for new connections until the meter has been installed and all other requirements of this article on the part of the property owner have been fully complied with.

(Code 1976, § 14.06.060)

Sec. 78-467. Service pipes.

- (a) *Installation.* All water service pipes from the service box (curbstop) to the premises served shall be installed by and at the cost of the owner of the property to be served or the applicant for the service by a licensed plumber. Directional bore all service pipes when crossing a street. Open cutting the street pavement is prohibited.
- (b) *Repairs.* All repairs for service pipes and plumbing systems of buildings shall be made by and at the expense of the owners of the premises served. The city may, in an emergency, repair any service pipes, and if this is done, the cost of such repair work shall be repaid to the city by the owner of the premises served.
- (c) *Excavations.* Excavations for installing service pipes or repairing the pipes shall be made in compliance with requirements relating to making excavations in streets. However, it is unlawful to place any service pipe in the same excavation with, or directly over or under, any drain pipe or sewer pipe.

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- (d) *Shutoff boxes.* Shutoff boxes or service boxes shall be placed on every service pipe, and shall be located at the property line where this is practicable. Such boxes shall be so located that they are easily accessible and shall be protected from frost.

(Code 1976, § 14.06.070)

Sec. 78-468. Cross connections.

- (a) *Prohibited.* Cross connection of the public water supply system and any other water supply system or source including, but not limited to the following are prohibited:
- (1) Between a public supply system and a secondary water supply.
 - (2) By submerged inlet.
 - (3) Between a lawn sprinkling system and the public water supply system.
 - (4) Between a public water supply and piping which may contain sanitary waste or a chemical contaminant.
 - (5) Between a public water supply system and piping or hose immersed in a tank or which may contain a contaminant.
- (b) *Connections authorized.* Any connections to the public water supply shall have a safe air gap or city-approved backflow prevention device such that no backflow or siphoning action is possible.
- (c) *Cross connection survey.* The city is required to implement an active cross connection control program. The Illinois Environmental Protection Agency and the Illinois Department of Public Health are responsible for ensuring that illegal cross connections do not occur through the enforcement of cross connection control regulations. The program requires survey of all customers served by our public water supply be conducted every two years. Failure to comply with the survey request will constitute a violation of this Code.
- (d) *Inspection.*
- (1) Based on the answers given to the cross connection survey, the water department or any representatives thereof shall have the authority to inspect any premises to determine the presence of an existing nonconforming cross connection and to order the elimination of such cross connection.
 - (2) In order to insure that backflow prevention assemblies and reduced pressure zone (RPZ) devices continue to operate satisfactorily, it will be necessary that they be tested at the time of installation and on an annual schedule by a plumber certified to perform cross connection device inspections. Results shall be submitted to the city to remain in city files. The cost of the testing will be borne by the property owner. Failure to comply with annual inspections will constitute a violation of this Code.
- (e) *Penalties for violation.*
- (1) Discontinuance of water service. The water department is authorized to discontinue water service after reasonable notice to any person owning any property where a cross connection in violation of this article exists. The water department may take such other precautionary measures as are necessary to eliminate any danger of the contamination of the city water supply system. Water service to such property shall not be restored until such cross connection violation has been eliminated and the city's current water reconnection fee has been paid.
 - (2) Immediate disconnection with verbal notice can be effected when the director of public works is assured that imminent danger of harmful contamination of the public water system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be effected to prevent actual or anticipated contamination or pollution

of the public water supply, provided that, in the reasonable opinion of the director of public works or the Illinois Environmental Protection Agency, such action is required to prevent actual or potential contamination or pollution of the public water supply.

- (3) Neither the city, director of public works or the city's agents or designees, shall be liable to any customer for any injury damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this section, whether or not said termination was with or without notice.
- (4) Costs of correction and cleanup. The property owner responsible for any pollution or contamination of the potable water supply system due to an illegal cross connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of cleanup of the potable water supply system.
- (5) Any property owner violating any provision of this article, in additions to the fine provided, shall become liable to the city for any expense, loss or damage occasioned by the city by reason of such violation, whether the same was caused before or after notice.

(Code 1976, § 14.06.080; Ord. No. 2254, 6-18-07; Ord. No. 2320, § 1, 10-20-08)

Sec. 78-469. Water service connection; application.

- (a) Any person desiring to make a water service connection with the city waterworks system shall file a written application therefor in the office of the water department, to be maintained at the city offices upon blank forms provided for such purpose. The application must be signed by the owner of the property for which such service connection is desired, or by the duly authorized agent of such owner. Such application shall be accompanied by payment of the fee prescribed in subsection (d) of this section to cover the cost of such service connection and meter.
- (b) Approval and acceptance of an application for water service connection will be subject to the following requirements and conditions:
 - (1) The application must state truly and fully the class, scope and type of use to be made of the service connection. This will include a full description of and detailed information related to the location of the premises to be served.
 - (2) The city will provide one water service connection for any one building on the owner's premises. The owner may obtain a separate water service connection for parts of any one building, or for each additional building or other location on his premises where service is required, provided each such separate water service connection is separately metered and billed.
 - (3) A water service connection will not be installed unless the land under, over or through which such owners service pipe passes is owned in fee simple by the applicant, and not in limitation of, but in clarification of the foregoing having a right to install and/or use a water line or lines arising from or by virtue of an easement for such purpose does not qualify as meeting the element of ownership in fee simple hereby required.
 - (4) No service connection shall pass through property other than the property it serves.
 - (5) Individual services are required for each customer. Multiple unit building(s) more than four units shall use a one-inch tap for every two units unless one or both unit(s) requires a larger service. Two, three-quarter-inch services shall branch from the tap to serve two units. A curb stop is required for each unit served.
- (46) The application for water service connection will be accepted and approved subject to there being a main owned by the city adjacent to the premises to be served. The city will not extend its mains to

serve any premises for which water service is desired except as required by and in accordance with sections 78-472 and 78-473 and chapter 66, pertaining to subdivision control.

- (57) Water service connections will be installed and maintained at city expense and are and will remain the property of the city. Connection will be made at or adjacent to owner's property line.
- (68) The owner's service pipe will be installed and maintained at the expense of the owner subject to approval of the city as to the size, type of materials, and manner of installation. The cost of installing and removing a temporary or construction water service connection shall be borne by the applicant, subject to credit for the salvage value of any materials recovered upon removal. The applicant, will advance the estimated cost of installation and removal, less credit for salvage, prior to approval of the application and installation of the temporary or construction water service connection. Upon completion of the removal of the temporary or construction service connection an adjustment to equal actual cost, will be made with the applicant receiving a refund if the estimate is greater or applicant paying the difference if the actual cost is greater.
- (79) Water furnished through a temporary or construction water service connection will be billed at the rate of miscellaneous temporary uses as provided for in the applicable rate schedule of the city in effect at the time water is furnished.
- (810) Water service connections will be made in order of the receipt of acceptable applications and without undue delay.
- (911) When a regular water service connection is installed to service a premises where a house or other building is under construction, the minimum bill for the applicable sized meter shall be charged from the date of installation of the service connection until such time as the meter is set for the customer.
- (c) Upon the filing of such application, if the application is in proper form and the cost advanced as required in this section, an order for the installation of service pipe, meter and service connections will be issued to the city officer or employee having charge of such work, whose duty it shall be to make such installation without unnecessary delay, and to return such order immediately upon completion of the work with an endorsement thereon signed by such officer or employee, showing the date, place and manner in which such service connection was made. All applications and the order and reports issued and returned thereon shall be appropriately numbered and kept on file in the city offices.
- (d) For all ordinary service connections, the city will furnish and install the service pipes, curbstop, box and meter, for the following water connection fees:

	<i>Location of Meter</i>	
<i>Inside the City Limits</i>	<i>Inside Setting</i>	<i>Outside Setting</i>
<i>¾ inch water connection</i>	<i>\$1,000.00</i>	<i>\$1,050.00</i>
<i>1 inch water connection</i>	<i>\$1,050.00</i>	<i>\$1,110.00</i>
<i>1½ inch water connection</i>	<i>\$1,500.00</i>	<i>\$2,150.00</i>
<i>2 inch water connection</i>	<i>\$2,700.00</i>	<i>\$3,400.00</i>
<i>3 inch water connection</i>	<i>\$3,900.00</i>	<i>\$6,750.00</i>
<i>4 inch water connection</i>	<i>\$5,200.00</i>	<i>\$8,050.00</i>

	<i>Location of Meter</i>	
<i>Outside the City Limits</i>	<i>Inside Setting</i>	<i>Outside Setting</i>
<i>¾ inch water connection</i>	<i>\$1,200.00</i>	<i>\$1,250.00</i>
<i>1 inch water connection</i>	<i>\$1,250.00</i>	<i>\$1,310.00</i>
<i>1½ inch water connection</i>	<i>\$1,700.00</i>	<i>\$2,350.00</i>

<u>2 inch water connection</u>	<u>\$2,900.00</u>	<u>\$3,600.00</u>
<u>3 inch water connection</u>	<u>\$4,100.00</u>	<u>\$6,950.00</u>
<u>4 inch water connection</u>	<u>\$5,400.00</u>	<u>\$8,250.00</u>

Inside City Limits

<u>Standard Excavation</u>	<u>Location of Meter</u>	
	<u>Inside Setting</u>	<u>Outside Setting</u>
<u>¾ inch water connection</u>	<u>\$1,700</u>	<u>\$2,100</u>
<u>1 inch water connection</u>	<u>\$1,900</u>	<u>\$2,500</u>
<u>1½ inch water connection</u>	<u>\$3,100</u>	<u>\$5,700</u>
<u>2 inch water connection</u>	<u>\$4,200</u>	<u>\$7,000</u>

<u>Directional Bore</u>	<u>Location of Meter</u>	
	<u>Inside Setting</u>	<u>Outside Setting</u>
<u>¾ inch water connection</u>	<u>\$3,700</u>	<u>\$4,100</u>
<u>1 inch water connection</u>	<u>\$4,000</u>	<u>\$4,600</u>
<u>1½ inch water connection</u>	<u>\$4,500</u>	<u>\$7,300</u>
<u>2 inch water connection</u>	<u>\$5,600</u>	<u>\$8,700</u>

Outside City Limits

<u>Standard Excavation</u>	<u>Location of Meter</u>	
	<u>Inside Setting</u>	<u>Outside Setting</u>
<u>¾ inch water connection</u>	<u>\$1,900</u>	<u>\$2,300</u>
<u>1 inch water connection</u>	<u>\$2,100</u>	<u>\$2,700</u>
<u>1½ inch water connection</u>	<u>\$3,300</u>	<u>\$5,900</u>
<u>2 inch water connection</u>	<u>\$4,400</u>	<u>\$7,200</u>

<u>Directional Bore</u>	<u>Location of Meter</u>	
	<u>Inside Setting</u>	<u>Outside Setting</u>
<u>¾ inch water connection</u>	<u>\$3,900</u>	<u>\$4,300</u>
<u>1 inch water connection</u>	<u>\$4,200</u>	<u>\$4,800</u>
<u>1½ inch water connection</u>	<u>\$4,700</u>	<u>\$7,500</u>
<u>2 inch water connection</u>	<u>\$5,800</u>	<u>\$8,900</u>

The city manager or his designee shall determine the water connection fee for connections greater than ~~four~~ 2-inches.

However, upon application thereof, special permission may be granted by the city authorizing the applicant to make such service connection at his own expense under the supervision of and subject to such responsible conditions as may be prescribed by such permit, not inconsistent with this article. The applicant would be responsible for any expenses incurred by the city.

- (e) All water service connections made to the mains of the waterworks system shall be made substantially in the following manner:

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- (1) An all-brass corporation stop shall be affixed to the water main by means of a saddle (service clamp) at a distance of not less than one foot from any bell and spigot joint on the water main to be tapped, and shall be set at a point on the pipe at an approximate angle of 45 degrees from the vertical. From the corporation stop shall be run a copper pipe to a point immediately in front of the sidewalk or property line, at which point there shall be installed an all-brass service stop. On each end of the copper pipe there shall be a suitable brass or copper coupling for making connections with the corporation stop and curbstop. The copper pipe shall be laid with sufficient valves and where the pipe is connected with the corporation stop shall have a gooseneck or bend supported by brick or stone, so as to prevent damage from the settling of the earth. All pipe used in trenches or other concealed construction on the service side of the meter shall be of copper. Over the curbstop there shall be placed a cast iron service box with a lid so that the valve may be opened or closed with a key. The service charge provided in subsection (d) of this section includes all labor, materials and equipment up to and including the curbstop and service box, and includes the furnishing ~~and installation~~ of the meter by the city. The property owner shall have a licensed plumber install the meter. From the curbstop the property owner will be required to continue the pipeline to and upon the premises to be supplied with water at his own expense.
 - (2) The standard corporation stop to be used in making service connections with water mains in the city shall be the Mueller no. H-1500 or the equivalent, and shall be sufficiently heavy to withstand the strain of screwing into the service saddle and the weight of the pipe. Connections with the end of the corporation stop shall be capable of withstanding a 200-pound hydraulic pressure test.
 - (3) All pipe used in making connections between the water main and the curbstop, and between the curbstop and the meter shall be capable of withstanding a hydraulic pressure test of not less than 100 pounds, and equivalent in strength and capacity to pipe of the size and weights mentioned in this subsection. Copper pipe shall be of Type K. Plastic pipe shall be water service tubing PE SDR 9 200 psi ASTM 2737 copper tube size. When using plastic pipe the applicant shall terminate the use of plastic pipe a minimum of five feet from the outside of the foundation wall and connect and extend copper Type K ~~or Type L~~ through the wall and to the meter. Fittings connecting the plastic to copper shall be pack joint type brass only (Mueller, Ford or McDonald) and use an insert in the plastic line. Tracer wire shall be installed on plastic pipe using #12 THNN tracer wire and securely taped to the service line a minimum of every ten feet. One end of the tracer wire shall extend through the curb box with an excess of eight inches at the top. The other end of the tracer wire shall be placed inside one-half-inch plastic electrical conduit piping installed adjacent to the outside of the foundation wall above grade and below the finished building material. The top of the conduit shall be terminated with a condulette fitting and cover. All work shall be performed by a licensed plumber.
 - (4) The standard used for the service curbstop shall be a Mueller no. H-15175 or H-15200 curbstop or the equivalent, and shall be capable of withstanding a 200-pound hydraulic pressure test, and shall have a suitable flat head attachment for opening and closing with a key.
 - (5) The standard service box to be used shall be a Mueller no. H-10306 extension service box, or the equivalent, which shall be set over the curbstop and extend from the service pipe to the ground level. It shall be of an extension pattern and composed of two parts: the lower part known as the base casting, and the upper part known as the standpipe. The standpipe shall telescope into the base casting. The service box shall be not less than 1¼ inches inside diameter, and shall have a brass or malleable cast iron cover fastened thereto, on which shall be plainly cast the term "water" or the letter "W". The cover shall have an opening through it so that a key may be used in opening and closing the curbstop. In this opening there shall be inserted a cast iron plug with threads and a pentagonal nut. The plug shall be designed so that the cast iron threads fit into brass threads.
 - (6) For standard three-fourths-inch by five-eighths-inch service installations, the meter tile to be used shall be an 18-inch by 30-inch slotted meter tile of fiber or plastic with an 18-inch cast iron frame and 12-inch cast iron locking lid. Loose rock shall be placed on the bottom of the meter pit to the lower part of the meter yoke. The meter yoke for exterior installation shall be Ford no. Y-502 or the equivalent.
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(Code 1976, § 14.06.090; Ord. No. 1772, § 1, 7-17-95; Ord. No. 2041, § 1, 4-16-01; Ord. No. 2392, § 2, 11-16-09)

Sec. 78-470. Fire service required, standards.

- (a) In subdivisions and newly developed areas of the city, the developer or subdivider shall install fire hydrants in accordance with this article and other applicable directives. In special situations as determined by the city, the city may install fire hydrants.
- (b) Public fire hydrants will be maintained by the city at its expense. Title to the hydrants, valves and fire service connections is vested in and such will at all times remain the sole property of the city.
- (c) Private fire hydrants which are to be located in a public street or roadway will be installed by and at the expense of the city and maintained by the city at its expense, provided that a private fire service agreement shall be signed for a period of not less than five years. Such agreement shall specify a consideration of \$25.00 per year for service and the amortized cost years. The person or fire protection district requesting such installation will pay in advance for the cost of such installation subject to credit for the salvage value of any materials recovered upon removal, less the cost of removal. In either case, title to hydrants, valves and fire service connection is vested in and such will at all times remain the sole property of the city.
- (d) Private fire hydrants to be located upon or within the premises of the applicant will be installed at the expense of the applicant, including the cost of the fire service connection. The fire service connection from the main to the shutoff valve will be owned and maintained by the city. The remainder of the installation, including the fire hydrant located on the premises of the applicant, will be owned and maintained by the applicant.
- (e) Fire hydrants shall be located not less than 400 feet apart, and no fire hydrant shall be permitted on a water main extension of less than six inches in diameter.
- (f) A fire service connection to be used to supply water to a fire system utilizing automatic sprinkler heads will be installed by the applicant at the applicant's expense. The applicant is responsible for tapping the city's main, installing a shutoff valve, and laying pipe to the building. The city reserves the right to size the connection and to specify all materials used. The applicant will pay the cost. The fire service connection so installed will remain the sole property of the applicant and will be maintained by the applicant at its expense except for that portion from the city's main to the shutoff valve which will be maintained by the city.
- (g) The applicant for a fire service connection to supply water to automatic sprinkler heads will be obligated to pay the applicable rate for such service in accordance with the rate schedule in effect at the time, and to comply with all applicable sections of this article and conditions of service.
- (h) Fire service connections are to be used ~~only~~ for the extinguishment of fires and ~~are~~ to supply the domestic water service to the building. The fire service line shall enter the structure. The domestic service shall connect to the fire service line. An RPZ device shall follow immediately after the domestic tap and then connect to the fire suppression system. The fire suppression system shall be isolated from the domestic service by the RPZ device. The city shall provide a water meter associated with the domestic service size. The applicant is responsible for the cost of the meter and the installation by a licensed plumber. The city will charge monthly for the size of the domestic meter as well as the consumption. Separate fire services are prohibited. ~~have no connection whatever with any other service connection or service pipes that may be used for other than fire purposes.~~ The city reserves the right to provide a meter and install it at the customer's expense on a fire service connection to ensure that water is not being used for purposes other than the extinguishment of fires.

(Code 1976, § 14.06.110; Ord. No. 2613, § 2, 4-7-14)

Sec. 78-471. Service discontinuance; conditions.

- (a) Upon five days' written notice (which shall be entitled notice of right to request, in writing, a formal hearing before delinquent utility bill review committee and which shall advise the customer of his or her rights under section 78-9 of this Code of Ordinances the city reserves the right to discontinue water service for any one or more of the following reasons or conditions:
 - (1) Use of water service with intent to defraud the city of payment for all or part of sums due the city for such use.
 - (2) Use of water service in an illegal manner, for furtherance of an illegal purpose, or for any purpose other than that described in the application.
 - (3) Resale or redistribution of water in violation of this article and conditions of service.
 - (4) Molesting or tampering with any service connection, curbstop, meter, meter seal or other property of the city. Evidence of a broken meter seal or the insertion of a bypass will require customer to pay for a city estimate of the quantity of water which has been delivered and not registered, plus the cost to restore the meter to proper working order and any other necessary expense or charge otherwise provided for in this article and conditions of service.
 - (5) Continued vacancy of the premises.
 - (6) Nonpayment of any charge for any service rendered to the customer.
 - (7) Cross connecting the city's service connection with any other source of supply or with apparatus which may endanger the quality of the city's water supply.
 - (8) Refusal of reasonable access to the premises for purpose of inspecting, reading, repairing or removing a meter.
 - (9) Violation or refusal to comply with any applicable section of this article and conditions of service.
 - (10) Failure to repair any defect or leak in a service pipe within five days after discovery.
- (b) *Customer's right to request, in writing, a formal hearing before the delinquent utility bill review committee on a disputed bill for water service.* A customer who has received a disconnection notice shall be able to request, in writing, a formal hearing before the delinquent utility bill review committee on a disputed bill for water service by complying with the procedure set forth in section 78-9 of this Code of Ordinances.
- (c) *Restoration of service or reconnection of a service connection will be made at the city's discretion after the customer has:*
 - (1) Paid all unpaid bills for service.
 - (2) Made a deposit to ensure future payment of bills.
 - (3) Paid in advance a restoration or reconnection fee of \$25.00.
 - (4) Corrected any condition found in to be violation of any applicable section of this article and conditions of service.

(Code 1976, § 14.06.120; Ord. No. 2545, § 6, 8-20-12)

Sec. 78-472. General requirements for main extensions.

- (a) All water main extensions outside the corporate limits or into previously unsubdivided areas shall be approved by the city council. Water main extensions into new subdivisions shall have a recommendation for approval from the plan commission.

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- (b) No water main extension shall be made unless the size of the main is large enough to adequately supply future expansions and demands for water service in the area to which such main is to be extended, with the adequacy to be determined by the city.
 - (c) A separate agreement shall be entered into between the city and each person requesting an extension of a city water main. This agreement shall outline length, size, contributory costs, connection fees, that the main extension becomes property of the city and such other conditions as may be required.
 - (d) Any such main extension agreement and any right to refund thereunder shall not be assigned by the applicant without the prior written consent of the city thereto.
 - (e) Any water main extension designed to serve a customer outside the city limits may be made by the city at cost to the customer, including labor and overhead. Upon application being made for such extension of the water main, the city shall determine the necessary size, location and characteristics of the main and of all valves, fittings and all other appurtenances and materials and all other costs such as labor, permits, etc., including the city's expenses for supervision, engineering, insurance, taxes, tools and equipment, accounting and other overhead expenses. The determination of the city with respect to the necessary size of the mains, valves, fittings and other appurtenances and materials shall be final.
 - (f) The city shall retain title to all water main extensions, with all mains, valves, fittings and other appurtenances or materials installed in accordance with this article remaining the sole property of the city.
 - (g) Before any water is released in any city water main extension, all claims and charges of the city in connection with such water main extension shall be satisfied.
 - (h) The city reserves the right to further extend its water mains from and beyond each water main extension made under this section, and the person paying for the original extension in the manner provided for shall not be entitled to a refund for additional new customers or like criteria.
 - (i) Extensions made under this section shall be on the basis of a main size of six inches in diameter, except as follows:
 - (1) Where the applicant's service requirements require a main of larger size than six inches in diameter the applicant shall advance the entire cost thereof.
 - (2) When the city requires a main larger than six inches in diameter for a purpose other than the applicant's service requirements, the city may pay the additional cost of the larger main. The difference between the cost of the larger main and the cost of the six-inch main shall initially be determined on the basis of the city's estimate of the cost of installation of a larger main and the cost of a six-inch main. In such cases the determination of the actual cost of the installation of a six-inch main for the purpose of determining payment or refund shall be based on the following formula: The actual cost of a larger main installed, divided by the estimated cost of a six-inch main installed, equals the actual cost of a six-inch main.
 - (3) Mains smaller than six inches in size may be installed when good engineering principles indicate a smaller size is acceptable for the service required and for the requirements of the service area. The city will have the sole right to determine whether or not a main of a size smaller than six inches is acceptable based on the criteria described in this section.
 - (j) This section shall not prohibit applicants from installing the water mains under their own contract with proper permission and agreement with the city and to be reimbursed for larger size lines as in subsection (i)(2) of this section.

(Code 1976, § 14.06.130)

Sec. 78-473. Main extension specifications.

- (a) All construction of water mains shall be in accordance with drawings and specifications approved by the state environmental protection agency and the city.
- (b) Pipes, fittings, valves, fire hydrants and other appurtenances shall conform to the specifications of the American Waterworks Associations and to the requirements of the city. In addition, no mains less than six inches shall be installed except as permitted under subsection 78-472(i)(3).
- (c) Ductile iron or polyvinyl chloride (PVC) plastic pipe, pressure class 200, shall be the minimum quality pipe and fittings acceptable up to and including ten-inch diameter pipe. ~~Above ten-inch diameter, ductile iron shall be used.~~ Galvanized pipe will not be accepted.
- (d) Dead-end mains shall be avoided wherever practicable. Where dead-end mains are not avoidable, blowoff or fire hydrants shall be installed at the ends of the main. The ends of the mains and the blowoff shall be located so that drainage of water from flushing will not cause property damage.
- (e) Valves shall be placed so that if a break occurs in any section of the main, not more than 800 feet of pipe will have to be eliminated from service. All feed mains shall be gated from the distribution mains.
- (f) Fire hydrants shall be spaced a maximum of 400 feet apart. Hydrants shall be of a type approved by the city and shall be installed with a valve on the main.
- (g) Backfill of trenches shall be done in an approved manner. Compaction for backfill shall be equal to the requirements for compaction of filled sections for streets.

(Code 1976, § 14.06.140)



City of Highland

Building and Zoning

Exhibit "C"

COMBINED PLANNING & ZONING BOARD Advisory Report for Zoning Text Amendment and Reasons Therefore

Date Advertised: 11/14/2024
Public Hearing Date: 12/04/2024

On December 4, 2024, the City of Highland Combined Planning and Zoning Board, at its regular meeting, voted to recommend to the City Council, **approval / denial** of a Zoning Text Amendment for the following:

The City of Highland (1115 Broadway, Highland, IL) is requesting a Text Amendment to Article IV (Water Service) of Chapter 78 (Utilities). Specifically, the amendment will update the requirements for meter placement, installation of service pipes, water service connection requirements, add the requirement for licensed plumbers to perform certain work, amend fire service connection standards, and update main extension specifications. The amendment will also remove the connection fees listed in the ordinance so that these can be updated administratively from time to time.

In recommending Approval (action) of this Zoning Text Amendment, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation (Sec. 90-85. - Zoning text amendments—Factors for consideration.). With regard to those regulations in Sec. 90-85, the Combined Planning and Zoning Board offers the following findings of fact:

1. Whether the proposed amendment is consistent with the city's comprehensive plan and this chapter.
The proposed text amendments are consistent with the City's Comprehensive Plan.
2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.
The proposed amendment is necessary not only to keep pace with engineering best practices, but also as a result of firsthand experience using and maintaining the City's infrastructure.
3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.
The proposed amendments will have positive long-term impacts on public utilities, public services, and traffic.

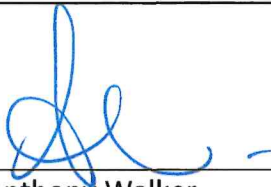
4. Whether the proposed zoning text amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed text amendments promote the health, safety, quality of life, comfort, and general welfare of the City.

In addition, the Combined Planning and Zoning Board found that the proposed text amendments did / did not provide safeguards to assure its consistency with the city's comprehensive plan and zoning code.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the December 16, 2024, meeting of the City Council.

Conditions (if any): None

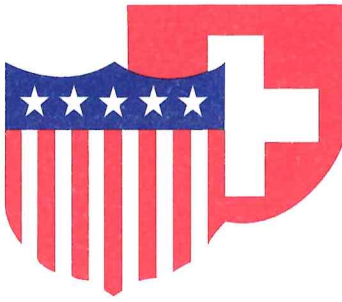


Anthony Walker

Chairperson of the Combined Planning and Zoning Board

12/4/24

Date



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: December 11, 2024

SUBJECT: Highland Code of Ordinances Chapter 66 and 78 Amendments
Recommendation for Approval

RECOMMENDATION

I am recommending amendments to Chapters 66 and 78. Through the course of applying the requirements of the Highland Code, experience with results, and new engineering techniques and innovation, the following text amendments are presented for your review and approval. Refer to the page numbers in the attached documents for the specific points below.

DISCUSSION

Chapter 66 Land Development Code

Article V. Design and Improvement Standards

Summary of proposed amendments:

1. Page 3: Prohibiting flag lots. Flag lots are lots with a narrow strip of property connecting the street right-of-way and a larger area typically behind other lots (shaped like a flag on a pole). These lots do not provide enough frontage for utilities and positions the house out of line with the adjacent lots.
2. Page 5: I expanded the street design table to include both concrete and asphalt options.
3. Text in various locations: We provided written details instead of drawings in the text. The online version of our code of ordinances does not include detailed drawings or pictures. Given the frequent online use of our code, we are offering the drawings upon request.

4. Page 8: We have had problems with developers using pavement contractors with little experience and equipment to construct streets monolithically. The revision allows the City to decide whether a contractor can build concrete streets in this manner. Additionally, we will review the joint spacing to follow updated dimensions. We are adopting the joint spacing required by IDOT.
5. Page 10: The construction of sidewalks is now part of the developer's responsibility. The justification includes (1) the finish is consistent, and (2) it eliminates gaps in the walk due to empty lots. The builder is responsible for installing sidewalks along the street when constructing the house. Empty lots create gaps in the walks forcing residents to walk in the street.
6. Page 20: Water service lines is moved to Chapter 78 Utilities, Section 78-469, which is a more appropriate location.
7. Page 22: Sewer service lines is moved to Chapter 78 Utilities, Section 78-287, which is a more appropriate location.

Chapter 78 Utilities

Article III. Sewers and Sewage Disposal

Summary of proposed amendments:

1. Page 2: Clarification of installing a service coming from the water main on the opposite side of the street.
2. Pages 3-4: The directive for single and multiple services is transferred from Chapter 66 Land Development to Chapter 78 Utilities, which is more appropriate. The service is installed at the time of building and determined by the building's use.

Article IV. Water Service

Summary of proposed amendments:

1. Page 1: Clarification of the installation of the water meter.
2. Page 1: Clarification of installing a service coming from the water main on the opposite side of the street.
3. Page 3: The directive for individual services within a multiple unit building is transferred from Chapter 66 Land Development to Chapter 78 Utilities, which is more appropriate. The service is installed at the time of building and determined by the building's use.

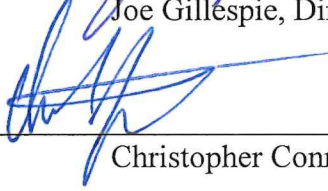
4. Pages 4-5: A reorganization of the service connections and fees. The use of directional boring to install service pipes has become standard for us. We directional bore all water services where the water main is on the opposite side of the street. The fees in the table are now divided into standard excavation (open cutting trench), and directional boring (use of machine to pull pipe underground). The fee structure is more fair and equitable to the customer and the City, and comparable to our neighboring cities.
5. Page 7: The Illinois Environmental Protection Agency has instituted regulations in response to Legionnaires Disease. Potable water is not allowed to sit in a pipe and be static. The current code requires the fire service lines to be separate from domestic lines. The water in a dedicated fire line is static until it is used for fire sprinkler purposes. Therefore, the water is susceptible to Legionnaires Disease. The proposed directive eliminates static water while still providing sufficient water to sprinkler systems and protections to drinking water.

FISCAL IMPACT

These changes are intended to cover our costs for services.

CONCURRENCE

Recommended by:  _____
Joe Gillespie, Director of Public Works

Approved by:  _____
Christopher Conrad, City Manager

ORDINANCE NO. _____

ORDINANCE AMENDING THE CITY CODE CHAPTER 78 – UTILITIES, ARTICLE III – SEWERS AND SEWAGE DISPOSAL, DIVISION 3 – BUILDING SEWERS AND PERMITS, SECTION 78-282. MATERIAL STANDARDS; SECTION 78-283. SIZE, SLOPE, RISER, AND MAINTENANCE; SECTION 78-287. SEWER SERVICE LATERALS; SECTION 78-288-78-310. RESERVED.

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

WHEREAS, City has determined it necessary to update the City Code regarding Chapter 78 – Utilities, Article III – Sewers and Sewage Disposal, Division 3 – Building Sewers and Permits for the purpose of providing the best services possible to residents.; and

WHEREAS, City has determined it necessary to amend the following Sections of City Code regarding Chapter 78 – Utilities, Article III – Sewers and Sewage Disposal, Division 3 – Building Sewers and Permits and

- Section 78-282. Material Standards.
- Section 78-283. Size, Slope, Riser, and Maintenance.
- Section 78-287. Sewer Service Laterals.
- Section 78-288-78-310. Reserved.

Herein collectively referred to as “Amendments”.

WHEREAS, Chapter 78 – Utilities, Article III – Sewers and Sewage Disposal, Division 3 – Building Sewers and Permits shall now state:

Sec. 78-282. Material standards.

The building sewer lateral shall be in accordance with applicable sections of Section 78-287.

Sec. 78-283. Size, slope, riser, and maintenance.

- (a) The size and slope of the building sewer shall be subject to the approval of the Superintendent, but the diameter shall not be less than four-inches. The slope of such four-inch pipe shall not be less than one-eighth inch, per foot. For larger sizes of pipes, the minimum slope shall be according to all state and local requirements. Directional bore all service pipes when crossing a street. Open cutting the street pavement is prohibited.
- (b) A capped riser (cleanout pipe) shall be located at the property line or easement line for all building sewers.

Sec. 78-287. Sewer Service Laterals.

- (a) Single customer in one building.
 - (1) Any transition in the lateral from the tee fitting to the vertical shall be made using a series of 45-degree elbows or using a four-inch, 90 degree "long sweep". All fittings shall be SDR 26.
 - (2) The end of the sewer lateral as it extends above grade shall be securely sealed with a four-inch cap.
 - (3) Pipes used for service laterals shall be minimum four-inch SDR 26 polyvinyl chloride (PVC) sewer pipe conforming to ASTM D 3034, type PSM for service lines, or Schedule 40 solid core.
 - (4) Joints for PVC sewer pipe shall conform to ASTM D-3212.
 - (5) The minimum allowable grade is 1.0 percent.
 - (6) Service lines shall be installed and trenches backfilled in conformance with the Standard Specifications for Water and Sewer Main Construction in Illinois.
 - (7) CA-7 granular aggregate to a minimum depth of four inches shall be used as bedding for all PVC sewer laterals.
 - (8) Where a sewer lateral crosses under the location of a street, drainage structure, right-of-way or other paved areas, the trench shall be backfilled with compacted CA-6 in accordance with Detail D-T1, provided upon request.
 - (9) Maintenance of laterals is the owner's responsibility.
- (b) Multiple customers in one building. Buildings containing multiple tenants of at least four or more such as, but not limited to, apartments, town homes, and strip malls, may connect to one, single sewer connection and lateral. However, each tenant must install an individual service line as described below:
 - (1) Service connections shall be installed as described in section 78-287(a).

- (2) A minimum four-inch SDR 26 PVC sewer pipe shall be installed, to act as a manifold, parallel with the building and five feet from the outer most corner and be of sufficient length to accept individual sewer services from each tenant space. Each service pipe shall have a cleanout installed before connecting to said pipe. Said pipe shall be connected to the sewer lateral with a sanitary tee fitting.
- (3) A maximum of four tenants may be connected to a one, single sewer connection and lateral.
- (4) Maintenance of laterals is the property owner's responsibility.

Buildings containing multiple tenants such as, but not limited to, condominiums, duplexes, triplexes, and villas, shall connect to the main for each unit as a single customer.

Secs. 78-288—78-310. Reserved.

WHEREAS, the Code Enforcement Department has informed the City Council that the Code Enforcement Department desires to have the Amendments to the City Code regarding Chapter 78 – Utilities, Article III – Sewers and Sewage Disposal, Division 3 – Building Sewers and Permits; and

WHEREAS, City Staff recommended to the Combined Planning and Zoning Board (“CPZB”) that it should approve the text amendments as stated herein (*See* Staff Report attached hereto as **Exhibit A**); and

WHEREAS, the Combined Planning and Zoning Board recommended to the City Council that it approve the text amendments as stated herein (*See* CPZB Report attached hereto as **Exhibit B**); and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to permit the Amendments to the City Code regarding Chapter 78 – Utilities, Article III – Sewers and Sewage Disposal, Division 3 – Building Sewers and Permits; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to amend the City Code as stated herein.

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. Chapter 78 – Utilities, Article III – Sewers and Sewage Disposal, Division 3 – Building Sewers and Permits Section 78-282. Material Standards; Section 78-283. Size, Slope, Riser, and Maintenance; Section 78-287. Sewer Service Lines; and Section 78-288-78-310. Reserved shall be amended as stated herein.

Section 3. That this Ordinance shall be known as Ordinance No. _____ and shall be effective upon its passage and approval in accordance with law.

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2024, the vote taken by ayes and nays and entered upon the legislative records as follows:

AYES:

NAYS:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

M E M O R A N D U M – Text Amendment

To: City of Highland Combined Planning & Zoning Board

Meeting Date: December 4, 2024

From: Emily Calderon, AICP, Moran Economic Development

Text Amendment: Land Development Code updates (Division 3 of Article III, Chapter 78)

Proposed Text Amendment

Text Amendment to Division 3 (Building Sewers and Permits) of Article III (Sewers and Sewage Disposal) of Chapter 78 (Utilities). Specifically, the amendment will add Section 78-287 – Sewer Service Laterals and update references to this Section. It will also update Section 78-283 – Size, slope, riser, and maintenance.

Background

Through the course of applying the requirements of the Highland Code, experience with results, and new engineering techniques and innovation, the Public Works Director has provided several updates for review and approval. Please see the Attached memo dated October 23, 2024 for a detailed explanation of the markups presented.

Findings of Fact for Text Amendments

1. Whether the proposed amendment is consistent with the City's comprehensive plan and this chapter.

The proposed amendments are consistent with the City's Comprehensive Plan.

2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.

The proposed amendment will result in

3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.

The proposed amendments will have positive long-term impacts on public utilities, public services, or traffic.

4. Whether the proposed zoning test amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed amendments promote the health, safety, quality of life, comfort, and general welfare of the City.

Recommendation

Approval of the text amendments to Division 3 of Article III, Chapter 78 (Utilities) is recommended.

DIVISION 3. BUILDING SEWERS AND PERMITS

Sec. 78-276. Permit required; inspections.

- (a) No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any public sewer or appurtenance thereof, without first obtaining a written permit from the superintendent pursuant to section 78-277. No permitted work requested under this article will be approved until the city manager or his authorized representative has inspected all draintiles and roof leaders and has determined that such are not and will not be connected in any way whatsoever to the sanitary sewer system. The contractor has the burden to notify the city office at least 24 hours before such inspection is to take place. For inspections which take place on Saturday or Sunday of each week, recognized legal holidays, or during nonbusiness hours, the contractor will pay for all incurred overtime costs of city employees.
- (b) No new connections will be allowed unless the city determines that there is adequate capacity in the sanitary sewer system.

(Ord. No. 2260, 11-5-07)

Sec. 78-277. Permit classes; applications.

There shall be two classes of building sewer permits: one for residential and commercial services; and one for service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the superintendent.

- (1) A permit and inspection fee of \$76.00, for a residential and commercial building sewer permit shall be paid to the city at the time the application is filed.
- (2) A permit and inspection fee of \$1,437.00, for an industrial building sewer permit shall be paid to the city at the time the application is filed. This fee includes the priority pollutant scan.

(Ord. No. 2260, 11-5-07)

Sec. 78-278. Notice of desire to inspect and connect.

The applicant for the building sewer permit shall notify the superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the superintendent or his representative. The contractor has the burden to notify the city office at least 24 hours before such inspection is to take place.

(Ord. No. 2260, 11-5-07)

Sec. 78-279. Costs; city indemnity.

All costs and expenses incident to the installation, connection and maintenance of the building sewer shall be borne by the owner. In addition thereto, the owner shall indemnify and hold the city harmless from any loss or damage that may be directly or indirectly occasioned by the installation of the building sewer and the maintenance of such sewer.

(Ord. No. 2260, 11-5-07)

Sec. 78-280. Separate sewer required.

A separate and independent sewer shall be provided for every building.

(Ord. No. 2260, 11-5-07)

Sec. 78-281. Old sewer use permitted.

The old sewer may be used in connection with a new building only when it is found, on examination and test by the superintendent, to meet all requirements of this article.

(Ord. No. 2260, 11-5-07)

Sec. 78-282. Material standards.

The building sewer lateral shall be in accordance with applicable sections of Section 78-287 ~~the city's current Land Development Code.~~

(Ord. No. 2260, 11-5-07)

Sec. 78-283. Size, slope, riser, and maintenance.

- (a) The size and slope of the building sewer shall be subject to the approval of the superintendent, but the diameter shall not be less than ~~six-four~~ inches. The slope of such ~~sixfour~~-inch pipe shall not be less than one-eighth inch, per foot. For larger sizes of pipes, the minimum slope shall be according to all state and local requirements. Directional bore all service pipes when crossing a street. Open cutting the street pavement is prohibited.
- (b) A capped riser (cleanout pipe) shall be located at the property line or easement line for all building sewers.

(Ord. No. 2260, 11-5-07)

Sec. 78-284. Grade and elevation.

Whenever possible the building sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to any bearing wall if within three feet of any such wall, which might thereby be weakened. The depth shall be laid at uniform grade and in straight alignment insofar as possible. Changes in direction or grade shall be allowed only when a proper manhole is constructed at the location of the change. The minimum depth of the building sewer shall be six feet below grade at the building whenever possible.

(Ord. No. 2260, 11-5-07)

Sec. 78-285. Lifts.

In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the public sewer.

(Ord. No. 2260, 11-5-07)

Sec. 78-286. Sewer line maintenance.

The city accepts responsibility for the maintenance of the sewer mains only and will not maintain any part of the sanitary sewer service from its connection point on the sewer main to the customer's premises. If a sewer backup is a result of a problem in the service line, it is the customer's responsibility to repair said problem. If the source of the problem lies under the city's right-of way, the customer is required to repair said sanitary sewer service at his expense. The city will make the necessary street or alley repairs after the excavation and sanitary sewer repair has been completed by the customer.

(Ord. No. 2260, 11-5-07)

Sec. 78-287. Sewer Service Laterals.

(a) Single customer in one building.

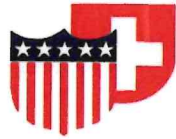
- (1) Any transition in the lateral from the tee fitting to the vertical shall be made using a series of 45-degree elbows or using a four-inch, 90 degree "long sweep". All fittings shall be SDR 26.
- (2) The end of the sewer lateral as it extends above grade shall be securely sealed with a four-inch cap .
- (3) Pipes used for service laterals shall be minimum four-inch SDR 26 polyvinyl chloride (PVC) sewer pipe conforming to ASTM D 3034, type PSM for service lines, or Schedule 40 solid core.
- (4) Joints for PVC sewer pipe shall conform to ASTM D-3212.
- (5) The minimum allowable grade is 1.0 percent.
- (6) Service lines shall be installed and trenches backfilled in conformance with the Standard Specifications for Water and Sewer Main Construction in Illinois.
- (7) CA-7 granular aggregate to a minimum depth of four inches shall be used as bedding for all PVC sewer laterals.
- (8) Where a sewer lateral crosses under the location of a street, drainage structure, right-of-way or other paved areas, the trench shall be backfilled with compacted CA-6 in accordance with Detail D-T1, provided upon request.
- (9) Maintenance of laterals is the owner's responsibility.

(b) Multiple customers in one building. Buildings containing multiple tenants of at least four or more such as, but not limited to, apartments, town homes, and strip malls, may connect to one, single sewer connection and lateral. However, each tenant must install an individual service line as described below:

- (1) Service connections shall be installed as described in section 78-287(a).
- (2) A minimum four-inch SDR 26 PVC sewer pipe shall be installed, to act as a manifold, parallel with the building and five feet from the outer most corner and be of sufficient length to accept individual sewer services from each tenant space. Each service pipe shall have a cleanout installed before connecting to said pipe. Said pipe shall be connected to the sewer lateral with a sanitary tee fitting.
- (3) A maximum of four tenants may be connected to a one, single sewer connection and lateral.
- (4) Maintenance of laterals is the property owner's responsibility.

Buildings containing multiple tenants such as, but not limited to, condominiums, duplexes, triplexes, and villas, shall connect to the main for each unit as a single customer.

Secs. 78-28~~78~~—78-310. Reserved.



City of Highland
Building and Zoning

Exhibit "C"

COMBINED PLANNING & ZONING BOARD
Advisory Report for Zoning Text Amendment
and Reasons Therefore

Date Advertised: 11/14/2024
Public Hearing Date: 12/04/2024

On December 4, 2024, the City of Highland Combined Planning and Zoning Board, at its regular meeting, voted to recommend to the City Council, approval / denial of a Zoning Text Amendment for the following:

The City of Highland (1115 Broadway, Highland, IL) is requesting a Text Amendment to Division 3 (Building Sewers and Permits) of Article III (Sewers and Sewage Disposal) of Chapter 78 (Utilities). Specifically, the amendment will add Section 78-287 – Sewer Service Laterals and update references to this Section. It will also update Section 78-283 – Size, slope, riser, and maintenance.

In recommending Approval (action) of this Zoning Text Amendment, the Combined Planning and Zoning Board considered all standards listed in the zoning regulation (Sec. 90-85. - Zoning text amendments—Factors for consideration.). With regard to those regulations in Sec. 90-85, the Combined Planning and Zoning Board offers the following findings of fact:

1. Whether the proposed amendment is consistent with the city's comprehensive plan and this chapter.
The proposed text amendments are consistent with the City's Comprehensive Plan.
2. Whether the proposed amendment is made necessary because of changed or changing conditions in the physical areas and zoning districts affected or in the political jurisdiction(s) of such changed and changing conditions.
The proposed amendment is necessary not only to keep pace with engineering best practices, but also as a result of firsthand experience using and maintaining the City's infrastructure.
3. The effect the proposed zoning text amendment would have on public utilities, other needed public services and traffic circulation.
The proposed amendments will have positive long-term impacts on public utilities, public services, and traffic.

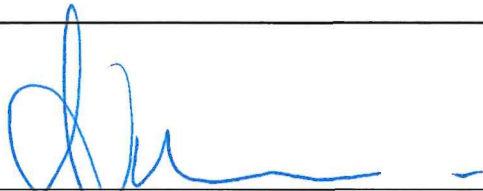
4. Whether the proposed zoning text amendment promotes the health, safety, quality of life, comfort and general welfare of the city.

The proposed text amendments promote the health, safety, quality of life, comfort, and general welfare of the City.

In addition, the Combined Planning and Zoning Board found that the proposed text amendments did / did not provide safeguards to assure its consistency with the city's comprehensive plan and zoning code.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the December 16, 2024, meeting of the City Council.

Conditions (if any): None



Anthony Walker

Chairperson of the Combined Planning and Zoning Board

12/4/24

Date



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad- City Manager

Date: December 11, 2024

Re: IAFF Contract for approval Effective dates May 1, 2024 - April 30, 2027

I am submitting for your approval a negotiated contract with the International Association of Firefighters Local 3672.

Their past contract expired April 30, 2024, and they have been working without a contract since that time while this successor contract was negotiated. We agreed to pay any back pay between May 1, 2024 and the acceptance of this contract.

Currently the IAFF represents the 8 full-time EMT's and Paramedics employed by Highland EMS. This contract was negotiated between the executive board of the local and Chief's Widman and Wilson and Stephanie Nicklin.

Changes in this contract include:

- The addition of an annual education bonus for any employees who attain the various levels of education. This is paid on May 1 of each year and consists of \$400.00 for an Associate's Degree; \$800 for a Bachelor's degree; and \$1,500.00 for a Master's degree.
- Sick time share/donation: this provision mirrors what we have been doing with other unions and allows employees to donate time to a fellow employee that may be experiencing a medical event and does not have enough accrued sick time of their own.
- A uniform allowance policy very similar to what we do in other departments of \$400 per year with a carry-over of up to \$200 for a maximum of \$600.00.



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

- There was some clean up on the wording of the holidays from a previous contract typographical error.
- Wages: We are still addressing the pressures on the EMS wages that are coming from the rapid increase in the minimum wage laws and difficulties in staffing across the industry; as such we have agreed to a combination of flat dollar amount increases in the first year and percentages in the successor years. The increases are as follows:
 - Year 1: \$1 an hour for both EMT-B's and EMT-P's.
 - Year 2: \$1 an hour for EMT-B's; 3.25% for EMT-P's.
 - Year 3: 3% for both EMT-B's and EMT-P's

Staff recommends approval of this contract. The terms of the contract will not put undue pressure on the department and falls in line with what expected revenues can sustain.

ESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 3672, ON BEHALF OF THE
EMERGENCY MEDICAL TECHNICIANS**

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

WHEREAS, the Illinois Labor Relations Board (“ILRB”) has recognized the International Association of Fire Fighters, Local 3672 (“Union”), as the exclusive representative for the Bargaining Unit comprised of all full-time Emergency Medical Technicians (“EMTs”); and

WHEREAS, because of that recognition by the ILRB, the City is obligated by the Illinois Public Labor Relations Act (5 ILCS 315/1, *et seq.*) (“Act”) to bargain with the Union concerning the Bargaining Unit’s wages, hours and working conditions; and

WHEREAS, City passed Resolution No. 21-05-2825 on or about May 3, 2021 for a Collective Bargaining Agreement with Union (“2021 Agreement”); and

WHEREAS, the 2021 Agreement has expired; and

WHEREAS, City desires to maintain a Collective Bargaining Agreement with Union.

WHEREAS, the City, by and through its designated bargaining team, has complied with the Act and has conducted negotiations with the Union; and

WHEREAS, the City, by and through its designated bargaining team, has conducted negotiations with the Union regarding EMTs; and

WHEREAS, the City and the Union now desire to enter into a new collective bargaining agreement (“2024 Agreement”) regarding EMTs that is attached hereto and incorporated herein as **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 2024 Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby accepted and approved as the collective bargaining agreement between the City and

the Union for the Bargaining Unit regarding EMTs, for the period from May 1, 2024, through April 30, 2027.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City, to execute the Agreement (**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 _____, 2024, 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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HIGHLAND

AND

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 3672

May 1, 2024 to April 30, 2027

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ARTICLE 1
PREAMBLE

This Agreement entered into by the City of Highland (hereinafter "Employer") and the International Association of Fire Fighters, Local 3672 (hereinafter "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of the entire agreement regarding rates of pay, hours of work and other conditions of employment.

ARTICLE 2
RECOGNITION

(a) The City recognizes that, pursuant to the Illinois Public Labor Relations Act, the Union is the exclusive bargaining representative for all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining. The Unit shall include all full-time Emergency Medical Technicians employed by the City of Highland Fire Department, but exclude the Fire Chief, all part-time and temporary employees, all other employees of the City of Highland, and all Confidential and Managerial Employees and Supervisors, as defined by the Illinois Public Labor Relations Act.

(b) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit fairly.

ARTICLE 3
MANAGEMENT RIGHTS

(a) The City shall not be required to bargain over matters of inherent management policy, which shall include such areas of discretion or policy as the functions of the City, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees.

(b) Both parties recognize that, except as expressly stated herein, the City shall retain the full and unrestricted right to operate and direct the affairs of the City of Highland in all of its various aspects, including, but not limited to: the right to establish budgetary controls; the right to direct the working forces; the right to plan, direct and control all the operations and services of the City; the right to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; the right to assign and schedule working hours; the right to hire, promote, suspend, discipline and discharge or relieve employees; the right to make and enforce reasonable rules and regulations; the right to establish work and productivity standards; and the right to change or eliminate existing methods, equipment or facilities and all other management rights guaranteed by law.

(c) Any terms and conditions of employment not specifically established by this Agreement shall remain within the discretion of the City to modify, establish or eliminate.

ARTICLE 4
PREVAILING RIGHTS

Rights and privileges of employees, contained in policies currently in effect upon execution of this Agreement and which are not covered by the language of this Agreement, shall remain in effect if they impact employee wages, hours, terms or conditions of employment. Such rights and privileges may be changed only after the impact of such change has been bargained by the Union and the City upon a written demand for bargaining by the Union.

ARTICLE 5
GENDER

When the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 6
WAIVER/ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless covered under Article 4, or expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties further agree that they had not waived their rights to bargain collectively over policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact of those changes that are not specifically referred to or covered by this Agreement.

ARTICLE 7
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specified in the board, agency or court decision or subsequent legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 8

RESIDENCY REQUIREMENTS

All members of the bargaining unit covered by this Agreement, shall as a condition of continuing employment, establish and maintain a bona fide residence within eighteen (18) miles of the City limits of Highland within six (6) months after completing the probationary period. Final decision on mileage determination shall be approved by the city and shall be reviewed using distances measured in mapping software with the greatest zoom level possible. i.e., City GIS system.

ARTICLE 9

EMPLOYMENT CONDITIONS

(a) Fitness for Duty. If there is any question concerning an employee's mental or physical fitness for duty or fitness to return to duty following a layoff or a leave of absence, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical or mental health professional(s) selected by the City. If the City requires an employee to submit to an examination by a physician or other medical or mental health professional designated by the City, the City will pay the medical expenses to the extent that they are not covered by insurance (i.e., without any out of pocket expenses to the employee). The employee may also seek an opinion from his/her personal physician or mental health professional and assume the medical expenses for this opinion/examination to the extent that they are not covered by insurance.

In the event of any dispute between the employee's personal physician / mental health professional and the City's physician / mental health professional, the employee may request that the dispute be submitted to a third physician / mental health professional mutually selected by the employee's physician and the City's physician. The opinion of the third physician / mental health professional shall be determinative of the employee's actual illness or fitness to return to duty, and the cost of the third opinion will be split equally between the employee and the City. If the majority of the physicians / mental health professionals determine that an employee is not fit for duty based on the results of such examination(s), the City may place the employee on sick leave or if an employee has exhausted all of his sick leave, on unpaid medical leave. The results of medical examinations shall remain confidential.

(b) Safety. All employees are expected to perform work in an efficient, safe and capable manner particularly as it affects other employees, costs and quality of work. Employees will be held responsible for the condition of areas in which they work and shall cooperate in maintaining general cleanliness and orderliness of the work areas.

(c) Absences and Tardiness.

- (1) It is understood that unauthorized or unreported absences, excessive absenteeism, repeated or excessive tardiness, or the abuse of sick leave (improper or excessive use) constitutes cause for discipline, up to and including discharge.
- (2) An employee who cannot report for duty at the scheduled time shall report the reason therefore to his immediate non-bargaining unit supervisor prior

to the date of absence when possible, but in no event later than one (1) hour prior to the start of the shift, unless circumstances prevent the employee from doing so. Any unauthorized or unreported absence or repeated or excessive tardiness shall be considered as absent without leave and a deduction of pay shall be made. Any unreported leave of two (2) consecutive working days or more shall be grounds for discharge. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

(d) City Vehicles. Individuals, other than employees, shall not be permitted to ride in City vehicles unless with proper authorization.

(e) Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act.

(f) Distribution of Agreement. The City shall provide the Union with a copy for each employee covered under this Agreement.

ARTICLE 10 **PROBATIONARY** **PERIODS**

(a) Probationary Period. All new employees of the bargaining unit and those hired after loss of seniority shall serve a probationary period of six (6) months. During the probationary period, the employee may be disciplined, suspended, laid off, demoted or terminated at the sole discretion of the City. Neither the reason nor the action may be the subject of a grievance.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his most recent date of hire with the City in a position covered by this Agreement.

(b) Promotional Probationary Period. In the event an employee is transferred to a different position or classification paying the same wage rate or promoted to a position paying a higher wage rate, such employee shall be considered a probationary employee for the first six (6) months in the new position. During this probationary period, the City may return the employee to the employee's former position at the employee's former rate of pay if the position is vacant. If the employee's position is not vacant, the City may implement the lay-off provision of this Agreement.

(c) Time absent from duty or not served for any reason shall not count toward the satisfaction of any probationary period.

ARTICLE 11

SENIORITY

(a) Seniority shall, for the purpose of this Agreement, be defined as an employee's length of regular full-time continuous service with the City in a position covered by this Agreement beginning with his last date of hire. No seniority computation shall accrue when any employee is off the job due to any strike or work stoppage.

(b) Seniority does not apply and shall not establish any right to any particular types of work, assignment, equipment or location of work.

(c) Seniority and the employment relationship shall be terminated when an employee:

1. Resigns or quits; or
2. Is discharged; or
3. Is absent from work for two (2) consecutive working days without authorization, unless the absence and failure to report is due to circumstances beyond the employee's control; or
4. Is laid off and fails to report to work within three (3) working days after having been recalled; or
5. Does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence; or
6. Is laid off for a period in excess of two (2) years; or
7. Retires or is retired; or
8. Misrepresents the facts on his employment application, and such misrepresentation is material to his employment; or
9. He gives a false reason for obtaining a leave of absence or does not present proof of necessity within a reasonable period.

(d) If an employee is rehired to a position in the bargaining unit within one year, after a voluntary resignation, his seniority may be restored, at the sole discretion of the City Manager. This section shall not be subject to the grievance procedure.

(e) Each year the City shall post on a bulletin board in the Fire Department a seniority list showing the seniority date of each employee in the bargaining unit. A copy of the seniority list will also be furnished to the Union.

ARTICLE 12

LAYOFFS

(a) The City may lay off an employee whenever such action is made necessary by reason of shortage of work or funds, abolition of a position, or change in organization. Layoffs, when necessary, shall be governed according to the length of service of the employee within a job classification.

(b) Applicants for City employment in a job classification shall not be hired while there

are laid off employees who have seniority in that job classification, with the most senior being recalled first.

(c) In the event that an employee is laid off, he or she shall have the right to replace a less senior employee in another job classification within the bargaining unit if qualified for the job without additional training.

(d) Non-probationary employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall in the job classification from which the employee was laid off, an employee shall be recalled in the inverse order of the layoff providing he is fully qualified and able to perform the work for which he is recalled without further training. Employees who are eligible for recall shall be given three (3) days' notice of recall and notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union, provided that the employee must notify the Employer of his intention to return to work within twenty-four (24) hours after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

- Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City.
 1. An employee shall be paid for any earned but unused vacation days, comp time, and sick hours at the employee's option.
 2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
 3. If an employee is recalled, the amount of accumulated, non-compensated sick leave days that the employee had as of the effective date of the layoff shall be restored.
 4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

ARTICLE 13

ASSIGNMENT DURING DISABILITY

The Employer shall have the right to offer a less strenuous position, entitled "light duty," to an employee who is medically unable to perform his/her regular duties. A light duty assignment will be within the ability of the employee as provided by a physician without being hazardous to other employees. The light duty position may be discontinued by the Employer at any time. The employee will receive his/her regular rate of pay during light duty. An employee shall not be required to accept a light duty position offered under this Article, but if the employee so refuses a position within his/her ability as provided by a physician, he/she will not be eligible to receive workers' compensation. Other benefits, including accumulation of seniority, shall continue for those employees who accept light duty under this Article. Fitness for Duty shall be determined as per Article 9.

ARTICLE 14

DISCIPLINE

(a) Both parties agree that employees represented by the Union are expected to provide services to the City and its citizens in an economic and timely fashion and corrective discipline may be needed to ensure said provision of services. Disciplinary action may include but shall not be limited to: oral reprimand, written reprimand, suspension and discharge. The City shall not suspend or discharge any post-probationary employee without just cause. The City further agrees that disciplinary actions shall be in a timely fashion. The City agrees that an allegation of arbitrary or capricious application of the contract provisions contained herein, regarding suspension or discharge, shall be subject to the grievance procedure, provided, however, that oral reprimands can be grieved up to the final step of the grievance process and may not be arbitrated.

(b) The City agrees with the tenets of progressive discipline where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct.

(c) Any disciplinary action in an employee's file will be removed from the file after one (1) year, if there has been no recurrence of the type of conduct giving rise to the warning and the employee submits a request in writing to the Director of Human Resources requesting that the disciplinary action be removed from their personnel file.

(d) Any disciplinary action resulting in a corrective action involving time off may be removed from the file after three (3) years, if there has been no recurrence of the type of conduct leading to the time off and the employee submits a request in writing to the Director of Human Resources requesting that the disciplinary action be removed from their personnel file.

(e) Any disciplinary action, verbal or written, cannot be used against any employee after documentation of such has been removed from the employee's file.

ARTICLE 15

GRIEVANCE PROCEDURE

(a) Definition. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement during the terms of this Agreement against the City involving him as to the meaning, interpretation or application of the express provisions of this Agreement.

(b) Procedure. A grievance shall be processed in the following manner:

Step One	Between the aggrieved employee(s) with the Union Steward or designee and the aggrieved supervisor. The grievance will be presented to the Grievance Committee, comprised of Union members as established by the Union, within seven (7) regular business working days from the date of occurrence of the event that gives rise to the grievance, or within seven (7) regular business working days of the date on which the employee knew, or should have known, of the matter giving rise to the grievance. This
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Committee can: (a) recommend the grievance to move forward through the established process, (b) conduct a hearing to obtain the positions of all parties named in the grievance, (c) recommend that the grievance not proceed any further.

Step Two A committee recommended grievance will be presented within three (3) regular business working days from the date of committee approval. The grievance shall be submitted to the Employer (Chief or his designee) in writing and the Employer's response shall be in writing within seven (7) regular business working days after receipt.

Step Three In the event the grievance is not satisfactorily settled in *Step 2*, the Union may request a meeting between the Public Safety Director and the Union to discuss the grievance. Such request must be made within seven (7) regular business working days of the Employer's answer to *Step 2*, and the meeting will be held within the seven (7) regular business working days of the request unless a later date is mutually agreed upon.

Step Four. In the event the grievance is not satisfactorily settled in *Step 3*, the Union may request a meeting between designated representatives (Director of Human Resources and/or City Manager) of the Employer and the Union to discuss the grievance. Such request must be made within seven (7) regular business working days of the Employer's answer to *Step 3*, and the meeting will be held within the seven (7) regular business working days of the request unless a later date is mutually agreed upon.

(c) Arbitration. If the Union is not satisfied with the City's decision at *Step 4*, the Union may, by written notice to the City, refer the grievance to arbitration within ten (10) calendar days after the decision is provided by the City at *Step 4*.

(1) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the Union's written notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike a name. The process shall be repeated and the person remaining shall be the arbitrator.

- (2) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (3) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and Union retain the right to employ legal counsel.
- (4) The arbitrator shall submit his decision in writing within a reasonable period following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (5) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(d) Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at *Step Two*. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules or regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under the law and applicable court decisions. Any decision or award of the arbitrator shall be final and binding on the parties, City, Union and the affected employee(s).

(e) Time Limits. No grievance shall be entertained or processed unless it is submitted within seven (7) calendar days after the first occurrence of the matter giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at the step and the grievant may immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

(f) Arbitration Fees/Expenses. The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the arbitrator. The arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

ARTICLE 16

SHIFT EXCHANGE

Employees shall have the right, subject to notification and approval of the Department EMS Coordinator / or designee, to exchange hours of equal length with another union employee, when the change does not create a continuous shift longer than 48 hours, interfere with the operation of the Emergency Medical Services Division, occurs within the same pay period, and does not create or occurs without expense of overtime. An employee involved in a switch is expected to work that shift and is not allowed to use benefit time during the switch. An employee mandated at the request of the Department EMS Coordinator to work longer than 48 hours shall be paid overtime at double the regular hourly rate. This excludes shifts running over 48 hours due to the continued performance of job duties as related to ambulance calls / runs.

ARTICLE 17

HOURS OF WORK AND OVERTIME

(a) Application of this Article: This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

(b) Normal Workweek and Workday: Except as provided elsewhere in this Agreement, the normal workday for full-time employees shall be a 24 hour shift and the normal workweek for full-time employees shall be 24 / 72 shift rotating thru a 28 day period. The schedule shall be attached to this agreement as appendix B. The maximum number of hours to be worked continuously is 48 hours.

(c) Rest Time: Employees required to be on duty more than sixteen (16) continuous hours shall be allowed eight (8) hours rest time but must respond to all calls of emergency as well as maintain the equipment in ready status.

(d) Overtime Pay: It is recognized that in addition to the normal workday and workweek, an employee may be required to work such additional time as is necessary in the judgment of the City. An employee shall be compensated at one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in a payroll week. Hours worked shall not include any uncompensated periods nor shall it include any paid leaves of absence except as provided below. It is agreed that hours worked shall include holidays, compensatory, vacation and sick leave time. Before an employee becomes eligible to work any overtime under this Agreement, the additional hours worked must be agreed by the Director or his designee. Overtime shall be calculated to the nearest fifteen (15) minutes.

(e) Overtime Assignment: The City reserves the right to require and assign overtime. The City reserves the right to seek volunteers for overtime or to select specific employees for overtime assignments. The City shall attempt to distribute scheduled overtime opportunities to those desiring to work overtime. The Union understands that overtime must be filled and that it will either be filled on a voluntary or mandatory basis. The Union also realizes that some bargaining unit members do not desire to work any voluntary overtime.

VOLUNTARY OVERTIME

1. Individuals wanting to work overtime (OT) will submit to administration, their availability for the following month on or before the 23rd day of each month.
2. On the 23rd of the month, the current seniority list will be altered. Those who submitted availability to work voluntary overtime will remain on the list and in the order of seniority. Those who did not submit availability will be removed from the list for that following calendar month.
3. Any 24-hour opening of OT will be split into two (2) 12 hour shifts.
4. Shifts will be filled with a person who is available for that day and who is highest on the seniority list. Once the person has been placed on a shift, they will be moved to the bottom of the list and the process of filling the OT openings will continue in this manner until the schedule is completed for the upcoming month.

MANDATORY OVERTIME

1. The list for MANDATORY (assigned) OT will initially be the existing seniority list in the reverse order, starting with the least senior member.
2. When there are no offers to work OT on a voluntary basis, personnel will then be required (mandated) to work the vacant time slot(s).
3. The mandatory list will be used for this purpose, starting at the top of the list and working their way down the list in order, until sufficient staffing has been achieved.
4. Once a person is mandated to work, regardless of the length of time worked, their name is then moved to the bottom of the mandatory call-in list, thus creating a new order to the list.
5. The order of the mandatory list is thereafter predicated on whoever was mandated last then moves to the bottom of the list. All remaining on this list will rotate upwards on the list.

(f) Call-In Pay. A full-time employee who is called to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked pursuant to Article 12, Section (d) with a minimum of two (2) hours compensation or his actual time worked, whichever is greater.

(g) No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. (For example, an employee will not be paid both time and one-half (1-1/2) pursuant to Article 12, Section (d) and holiday pay pursuant to Article 20, Section (b) for the same hours actually worked on a holiday. Provide, however, this provision shall not be construed to prohibit an employee being paid his regular pay for the holiday pursuant to Article 20, Section (b) and holiday pay for all hours actually worked on the same holiday pursuant to that same section.)

(h) Coverage during the use of benefit time. Benefit time shall be taken only after it is earned. Employees shall request desired benefit time in writing to their immediate supervisor no less than two (2) weeks in advance, at which time the City shall be responsible for finding a

replacement employee. If benefit time is requested with less than two (2) weeks' notice, the employee wishing to take benefit time will be responsible for finding a replacement employee. No benefit time will be denied to the employee if the employee timely provides a replacement employee for approval by management consistent with the administrative policy for the mandating of employees to fill absences.

(i) Scheduling of Overtime When Staffing Vacancies. When a position is vacated by a union member, it is agreed the City of Highland has the right to fill available shifts at its discretion. However, if a position is vacated by a union member is not filled within 30 days from the last day worked, the union members will have the first opportunity to be scheduled for the vacated shifts.

(j) Christmas Holidays. Whenever possible, every attempt will be made to avoid requiring an employee from being required to work both Christmas Eve and Christmas Day, unless that employee volunteers to work said holiday, and unless a state of emergency has been declared. Parties understand and agree that deviation from the current "mandate policy" may become necessary to comply with this effort.

ARTICLE 18

PREVIOUS SHIFT SUPERVISORS PAY

The position of shift supervisor does not currently exist in the department. If the City should add the position in the future, the parties agree to bargain the benefits related to the position.

ARTICLE 19

HOLIDAYS

(a) All employees governed by this Agreement will be granted and entitled to the following holidays:

New Year's Day	President's Day	Memorial Day
Independence Day	Labor Day	Veteran's Day
Thanksgiving Day	Christmas Eve	Christmas Day
Martin Luther King Day	½ Day New Year's Eve	

(b) An employee will be granted holiday pay equal to 6 hours at the regular straight-time hourly rate of pay for New Year's Eve. If such a holiday falls on a workday, an employee shall also receive his regular straight-time hourly rate of pay for 1/2 his regular shift hours actually worked and pay equal to one and one-half (1-1/2) of his regular straight-time hourly rate of pay for the remaining half of the regular scheduled shift. An employee mandated to work an open schedule position on the eve's and who actually works on the eve shall be paid, in addition to his holiday pay, double time (2) of his regular straight-time hourly rate of pay for ½ all hours actually worked on the holiday.

(c) For each of the holidays listed, except as noted in Section (b) of this Article, a full-time employee shall receive pay equal to 12 hours at the regular straight-time hourly rate of pay.

An employee scheduled to work on the holiday and who actually works on the holiday shall be paid, in addition to 12 hours holiday pay, pay equal to one and one-half (1-1/2) of his regular straight-time hourly rate of pay for all hours actually worked on the holiday. An employee called to voluntarily work an open schedule position on the holiday and who actually works on the holiday shall be paid, in addition to his holiday pay, one and one-half (1-1/2) of his regular straight-time hourly rate of pay for all hours actually work on the holiday. An employee mandated to work an open schedule position on the holiday and who actually works on the holiday shall be paid, in addition to his holiday pay, double time (2) of his regular straight-time hourly rate of pay for all hours actually worked on the holiday.

(d) In order to be eligible for holiday pay, an employee must work his full scheduled work day before and after the holiday (unless on pre-approved paid benefit time, including sick leave with verification after the second occurrence in the calendar year).

(e) Personal Time: Employees will receive personal time equal to 48 hours (2-24 hour days) on May 1 of each year. (Please note that part of this personal time replaces the previous birthday holiday.) This time must be used prior to the following May 1 with no carryover allowed. Personal time will not be paid out when an employee leaves employment with the City.

ARTICLE 20

VACATION

(a) All full-time employees, as defined in this Agreement, who have completed one (1) year of continuous service from the anniversary date with the City, shall be entitled to vacation with pay as follows and based on an average work week of 42 hours over a 28 day period:

Regular full-time employees are eligible to accrue vacation annually on the following basis:

1. Upon completion of the first (1) year of continuous service from the anniversary date, employees shall be granted one (1) week per year.
2. Upon completion of the second (2) year of continuous service from the anniversary date and through the sixth (6) year of continuous service from the anniversary date, employees shall be granted two (2) weeks per year.
3. Upon the completion of the sixth (6) year of continuous service from the anniversary date, and through the eleventh (11) year of continuous service from the anniversary date, employees shall be granted three (3) weeks per year.
4. Upon completion of the eleventh (11) year of continuous service from the anniversary, and through the twentieth (20) year of continuous service from the anniversary date, employees shall be granted four (4) weeks per year.
5. Upon completion of the twentieth (20) year of continuous service from the anniversary date, employees shall be granted five (5) weeks per year.

(b) No vacation time may be carried over from one year to the next unless approved by

the City Manager. Requests must be made in writing prior to the expiration of the vacation time.

(c) Vacation shall be taken only after it is earned. Vacation requests made by May 1, of each year will be awarded by seniority. Vacation requests after May 1, will be awarded to the first employee who gives written notice of request. Vacations will be allowed with two weeks' notice, so long as usage of vacation time does not conflict with minimum staffing requirements.

(d) Within each job classification, vacations shall be scheduled insofar as practicable at times desired by each employee within the determination of preference made on the basis of seniority in classification. However, it is expressly understood that the final right to designate vacation periods and the number of employees in any job classification and/or department who may be on vacation, is reserved to the City because of the nature of the work and the requirement that the orderly performance and continuation of services be maintained.

(e) Vacation requests may be rescheduled by the City when, in the City's sole discretion, an emergency exists or when the vacation would result in insufficient manpower to accomplish the City's needs.

(f) In the event an employee is entitled to vacation time and resigns or retires from his employment, the City shall pay the employee for the amount of accrued vacation time to which he is entitled.

ARTICLE 21

SICK LEAVE

Subject to other provisions of this Article, in order for an eligible employee to receive compensation for accrued sick leave, the employee shall:

- 1) be unable to perform work duties due to illness or disability, or
- 2) require medical, dental, ocular or chiropractic care, or
- 3) have a contagious disease which may, in the course of the employee's work duties, endanger the health of others, or
- 4) take or receive not more than three (3) days per calendar year in the event of a serious illness in the employee's immediate family as hereafter defined, provided such illness is of such a nature so as to require the attendance of a physician and, in addition, it must also appear to the satisfaction of the City that the illness in the immediate family reasonably requires the presence of the employee for the welfare of the ill relative. Immediate family is defined to mean spouse or natural or adopted children, parents both natural and step. Employees shall notify the on-duty supervisor one (1) hour prior to the time set for beginning the employee's daily duties. Sick leave notification must be made to the on-duty supervisor personally for each workday that sick leave is being requested. Sick leave may be used only in (1/4) hour increments.

Full time employees hired prior to May 1, 2012 shall upon voluntary separation for reasons other than misconduct or unsatisfactory performance, be paid for accumulated and unused sick leave up to a maximum of two hundred forty (240) hours. Full time employees hired on or after June 1, 2012 shall upon voluntary separation for reasons other than misconduct or unsatisfactory performance be paid for accumulated and unused sick leave as follows:

- Separation of an employee with less than five (5) years of full time service shall receive no compensation for accumulated and unused sick leave.
- Separation of an employee with five (5) or more years of full time service but less than ten (10) years of full time service shall receive compensation for fifty percent (50%) of their accumulated and unused sick leave with a maximum limit of one hundred twenty (120) hours.
- Separation of an employee with ten (10) or more years of full time service but less than fifteen (15) years of full time service shall receive compensation for seventy-five percent (75%) of their accumulated and unused sick leave with a maximum limit of one hundred eighty (180) hours.
- Separation of an employee with fifteen (15) or more years of full time service shall receive compensation for one hundred percent (100%) of their accumulated and unused sick leave with a maximum limit of two hundred forty (240) hours.

An employee who is sick and eligible to receive sick leave payment may take two (2) days off without a certificate from a medical professional. An employee who is off in excess of two (2) days shall furnish a certificate from the attending medical professional certifying the nature of the illness and that the employee is fit to return to work before payment of sick leave is made by the City, however, consecutive sick leave days will not be counted as additional occurrences.

Absences for medical, optical or dental appointments shall not be considered occurrences if notice is given by the employee at least one (1) day in advance of the planned absence, although employees shall make a reasonable effort to notify the supervisor of appointments for medical, dental or optical examinations at least two (2) weeks in advance of appointment whenever possible. In addition, if an employee becomes ill and leaves work due to an illness, the absence will not be counted as an occurrence.

The City may require an employee to furnish a certificate from a medical professional when a pattern of sick leave usage has developed or sick leave abuse is suspected. The City may also require, at its discretion, and at its expense that an employee have a physical examination with a professional selected by the City. The employee shall provide the City with accurate information concerning the reason for sick leave usage and cooperate fully with the City in connection with any inquiries or medical examination required by the City. No employee shall claim sick leave when physically able to work or engage in other employment or activities during sick leave. Abuse of sick leave and/or failure to provide a certificate from a medical professional shall be subject to discipline, up to and including discharge.

ARTICLE 22
PAY PROCEDURE

(a) It shall be the responsibility of each employee to see that his compensable hours are accurately entered into the Aladtec computer, for each day or event for which you are being paid by the City. An employee is required to enter his own time into the Aladtec program in order to be eligible for compensation. If an employee inadvertently fails to enter the correct time in or out, the employee shall notify his supervisor or Director at the earliest possible time. Upon becoming aware of an error during clock in or out, the supervisor or Director shall log the proper time for the employee's on Aladtec. Employees are prohibited from beginning work or clocking in prior to the beginning of the regularly scheduled workday unless approved in advance by the supervisor.

(b) Falsifying or attempting to falsify any time log, or clocking in another employees hours, for the purpose of effecting compensation shall be grounds for disciplinary action up to and including termination.

(c) All employees governed by this Agreement will be paid every two (2) weeks as established by the City. If such payday is a holiday, payday shall be the preceding workday.

(d) Employees shall be paid in accordance with the salaries set forth in Appendix A.

(e) Payroll shall be calculated per the "Check Leveling" method as shown in Appendix C as attached. When duty shifts fall on a Holiday where additional compensation is earned per Article 19 HOLIDAYS, of this contract, the additional compensation will be factored into the appropriate pay period calculations.

ARTICLE 23
COMPENSATION AT RESIGNATION, DISMISSAL,
RETIREMENT OR LAYOFF

Any Employee retiring or resigning from City employment shall file a written resignation with his department supervisor at least two (2) weeks prior to the effective date of his retirement or resignation, in order to receive payment for accumulated unused benefit time, as provided in other Articles in this Agreement.

ARTICLE 24
JURY DUTY

(a) A full-time employee shall be granted a leave of absence with pay for jury duty or attendance in court or before a legislative or administrative body in connection with his official duties.

(b) In the case of jury duty, an employee who loses time from work during his regularly scheduled hours of work shall be paid his regular straight-time rate of pay for such time lost upon receipt of the entire sum paid for jury service (minus travel compensation).

(c) The employee must provide the City a memorandum from the Clerk of the Court verifying the employee's performance of jury duty.

(d) The employee must report back to his assigned job for the City during normal working hours, if not on active duty as a juror or witness, unless excused by his supervisor or Director.

ARTICLE 25

BEREAVEMENT LEAVE

Employees will be granted up to 24 hours of paid Bereavement Leave for the death in an employee's immediate family, consisting of wife, husband, children, grandchildren, grandparents and the following relatives of the employee or spouse: father, mother, brother, sister. If an unusual relationship is not covered, an employee will seek approval on a case by case basis. To receive pay, the employee must attend the funeral of such person. Documentation may be required.

(a) In order to receive the bereavement leave with pay, the employee must notify the departmental supervisor at the earliest possible opportunity. If additional time is required by the employee, it must be approved by the City Manager and additional time may be taken and charged to sick leave.

(b) Pallbearers – When an employee serves as a pallbearer, they shall be permitted to be absent from work without loss of pay for the time required to perform their duties as a pallbearer, not to exceed one day. Notice of the employee's absence to serve as a pallbearer must be given to their supervisor at least one full day in advance of the absence from work. Documentation may be required.

ARTICLE 26

LEAVE OF ABSENCE WITHOUT PAY

(a) The City, at its sole option, may grant employees, as defined in this Agreement, a leave of absence without pay for a period not exceeding ninety (90) days. Extension may be granted on a case-by-case basis, for an additional ninety (90) day period at the City's sole option. No vacation or sick leave benefits will accrue during a leave of absence without pay, nor shall any paid sick leave accrued prior to leave commencement be granted to persons on unpaid leave.

(b) An employee, while on approved leave of absence without pay, shall be entitled to accrual of seniority for the period of such leave.

(c) The City shall grant unpaid leaves of absence that are in accord with what is legally permissible under the Family and Medical Leave Act of 1993.

ARTICLE 27

PENSION AND RETIREMENT PLAN

(a) All full-time employees shall be entitled to retirement benefits provided by the Illinois Municipal Retirement Fund (40 ILCS 5/7-101 *et. seq.*).

(b) Any employee retiring or resigning from City employment shall file a written resignation with his or her department supervisor at least two (2) weeks prior to the effective date of termination in order to receive payment for accumulated unused benefit time, as provided in other Articles of this Agreement.

ARTICLE 28 **INSURANCE**

(a) The Union and employees shall agree to abide by the terms and conditions of the City ordinances for the provision of health and life insurance for the City employees.

(b) The City shall pay the premium cost toward medical, hospital and major medical insurance for all full-time employees of the City as it may now or hereafter be contracted for by the City.

(c) Effective May 1, 2021, the City shall pay forty percent (40%) of the premium for a family plan of hospital, medical and major medical insurance for dependents as now or hereafter contracted for by the City.

(d) Effective May 1, 2022, the City shall pay fifty percent (50%) of the premium for a family plan of hospital, medical and major medical insurance for dependents as now or hereafter contracted for by the City.

(e) If the Personnel Code of the Highland Municipal Code (Div 5, Sec. 2-156 et seq.) is amended by a vote of the City Council of the City of Highland to provide any change in employment benefits of any kind to the City's non-union employees as a whole, the City will grant the same change to the employees represented by IAFF Local 3672. This applies only to amendments of the Highland Municipal Personnel Code, and not to collective bargaining agreements negotiated by the City and other bargaining units.

(f) The City shall pay the premium for a \$20,000.00 life insurance policy with the employee having the exclusive right to have the beneficiary of his choice.

(g) Cost Containment. The City reserves the right to maintain or institute cost cutting measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second options for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

(h) Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 29
MILITARY LEAVE

Military leave will be permitted in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA 38 U.S.C. 4301- 4335) and the Illinois Military Leave of Absence Act (5 ILCS 3251).+

ARTICLE 30
UNIFORM ALLOWANCE

(a) Initial issue of uniforms provided by the City for employees in the performance of their duties shall be furnished without cost to the employees by the Employer and maintained in good, safe condition. Beginning May 1, 2025, employees with over 1 year of service will be credited with \$400.00 annually on May 1, with which to purchase uniforms and equipment as approved in the Uniform Policy. Employees may carry over a maximum of \$200.00 from one year to the next, for a maximum of \$600.00. Funds exceeding \$600.00 will no longer be available to the employee.

(b) When the uniform, including civilian clothing, is damaged or stolen while performing Fire Department duties, the Employer shall reimburse the employee for the full amount of the loss suffered.

(c) Employees who are off duty, not on call or not performing City related services shall not wear the uniforms provided by the City, except when traveling to and from work. All employees are required to report to work being clean and neat in appearance. If responding to a call on thirds, employees will not be required to wear a duty uniform.

(c) No patches, buttons, badges or any other insignia may be worn on an employee's uniform unless distributed or approved by the Employer.

(d) Upon termination of employment, all marked uniforms must be returned to the Employer.

- The City shall provide on-site a laundry facility to Employees for the sole purpose of cleaning of EMS duty uniforms. Additionally, clothing lockers shall be provided for the storage of uniforms on site. It shall be the responsibility of the employee to launder his/her uniforms on a regular basis on his/her duty shift. No overtime shall be paid in the laundering of uniforms.

ARTICLE 31
SECONDARY EMPLOYMENT RESTRICTIONS

- (a) Employees are permitted to engage in outside employment subject to the following restrictions:
1. Any outside employment is secondary to City employment and shall not

interfere with proper performance of City employment. In the event an employee accepts employment by an employer or employers, other than the City that appears to affect the performance, quality and timeliness of his or her duties, he or she shall be required to resign from the secondary employment or subsequently be subject to disciplinary action by the City.

2. No employee shall accept employment with other individuals or organizations or self-employment without written notification to the City Manager and approved annually (May 1), said approval shall not be unreasonably denied, nor shall any employee accept employment which requires the use of City equipment, facilities or materials.
 3. Employees are prohibited from working for any contractor or company that has a contract with the City during the period of the contract.
 4. No leave of absence shall be granted to enable any employee to try or accept employment elsewhere or for self-employment.
- (b) Any doubt as to a possible conflict of interest in regard to the restrictions stated in subsection (a) of this Article shall be discussed with the City Manager.

ARTICLE 32

NO STRIKE

(a) No Strike. During the term of this Agreement, neither the Union nor any officers, agents or any employee, covered by this Agreement, for any reason, will authorize, instigate, promote, institute, aid, condone or engage in a slowdown, sit-down, work stoppage, refusal to perform overtime, mass absenteeism, strike, sympathy strike picketing or any other interference or disruption of the work, operations, functions or obligations of the City.

(b) Responsibility of Union. Should any activity proscribed in Section (a) of this Article occur, which the Union has or has not sanctioned, the Union shall immediately notify the employees, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately, and take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the City to accomplish this end.

(c) Violation. The City may discharge or discipline any employee who violates this Article, and any employee who fails to carry out his responsibility under this Article, and the Union agrees that the City has the right to deal with any such strike activity by imposing discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, as the City may choose; and further, that the only issue that may be raised in any proceeding is whether or not the employee actually engaged in any such prohibited conduct.

(d) No Lockout. During the term of this Agreement, the City shall not lockout any employee as a result of a labor dispute with the Union.

(e) Judicial Relief. Nothing herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 33

DUES DEDUCTIONS

The Employer shall honor any payroll deduction requests made by the Employee, including but not limited to, union dues, savings accounts, child support obligations, voluntary insurance premiums, and tuition accounts for dependents.

ARTICLE 34

INJURIES AND PROPERTY DAMAGE

- (a) Injuries. Every employee who is injured while working shall report such injury to his supervisor immediately upon the occurrence of such injury. If the employee is injured to such an extent that medical attention is required, he shall immediately seek the same, and as soon as practicable notify his immediate supervisor.
- Property Damage. Every employee who is involved in an occurrence in which property of the City is damaged or in which other property is damaged shall report such occurrence as soon as practicable to his supervisor.
 - Failure to report an accident, injury, property and/or equipment damage or reporting of unsafe conditions may result in disciplinary action. Failure to follow any City safety rules, policies, procedures, practices, etc... may result in disciplinary action, specifically if there is an accident, incident, or damages and the employee is deemed at fault.

ARTICLE 35

BULLETIN BOARD SPACE

The Employer shall provide three (3) foot by three (3) foot of space on a bulletin board for the use of the Union in the firehouse at a convenient location accessible to employees.

ARTICLE 36

POSTING OF SCHEDULES

The Employer shall set up a full-time employee shift schedule for a twenty-eight (28) day period, posted in convenient locations accessible to employees and copies forwarded to each employee on a timely basis which will cover the normal manning requirement on each shift.

ARTICLE 37
MILEAGE ALLOWANCE

Employees required to use their private automobiles for Emergency Medical Services business when the City's service car is not available, shall seek prior approval to be compensated at the current approved Federal mileage rate.

ARTICLE 38
TUITION REIMBURSEMENT & EDUCATION INCENTIVE

Training courses, seminars, conferences, and other such professional development activities attended by an employee in an on-duty pay status must be approved on an individual basis by the City Manager, and reimbursement for fees and travel must be approved by the City Manager based upon the nature of the training involved. The Employer will reimburse all employees for any cost incurred for books, fees and tuition of courses required to obtain or maintain E.M.S. licensure. All necessary time, as determined by the City, spent to obtain or maintain E.M.S. licensure shall be considered hours of work, except that the City shall not be required to reimburse any individual for more than 32 Continuing Education Hours in a fiscal year. Books and materials paid for by the City under this Article shall remain the property of the City and those less than two (2) years old shall be returned to the City by the employee upon termination of employment. State mandated periodic re-licensure fees not to exceed \$40.00 will be reimbursed to the employee following each successful re-licensure period as established by the Illinois Department of Public Health. Employee will provide evidence of successful renewal of license in order to obtain reimbursement.

Members covered by this Agreement shall receive bonus incentive pay for advanced educational degrees according to the following schedule, to be paid annually on May 1.

Associate's Degree - \$400.00
Bachelor's Degree - \$800.00
Master's Degree - \$1,500.00

ARTICLE 39
CONTRACTING OUT

The Employer shall not contract out any bargaining work unless mutual agreement is reached with the Union or an emergency occurs.

ARTICLE 40
DRUG TESTING POLICY

Section 1 Statement of Policy:

It is the policy of the City of Highland that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate the law.

Section 2 Prohibitions:

Members of the bargaining unit covered by this Agreement shall be prohibited from:

- Consumption or possession alcohol at any time during the workday or anywhere on any City premises or job site, including all City building, properties and vehicles while engaged in City business, except as required in the line of duty;
- Illegally possessing, selling, purchasing, or delivering and illegal drug at any time, except as required in the of duty;
- Being under the influence of alcohol while on duty;
- Being under the influence of drugs at any time except as prescribed by a physician;
- Failing to report to their supervisor any known adverse side effect of medicine or prescription drugs, which they are taking.

Section 3 Testing:

The City has the right to engage in drug and alcohol testing for the following:

- Reasonable suspicion, pursuant to Section 4 of this Article.
- Aftercare, pursuant to Section 7(d) of this Article.
- Testing pursuant to section 9 of this Article.

Testing a member by any one of the above-mentioned methods shall not prevent the testing of the same member through any of the other above-mentioned methods.

Section 4 Reasonable Suspicion Testing:

Where the City has reasonable suspicion and just cause that a member of the bargaining unit is under the influence of alcohol during the course of the work day, or under the influence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, at any time, the City shall have the right to require the member to submit to an alcohol and/or drug test.

For reasonable suspicion, when a member is ordered to submit to testing authorized by this agreement, the City shall provide the member with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the member to discipline, but the member's taking of the test shall not be construed as a waiver of any objection or of rights that he may have. Delays in submission to the testing on the part of the member may constitute refusal to submit to testing.

Section 5 No Periodic Testing

There shall not be periodic testing by the City, either random or unit wide.

Section 6 Test to be conducted

In conducting testing authorized by this Agreement, the City shall

- Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA).
- Insure that the laboratory or facility selected conforms to all NIDA standards.
- Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No bargaining unit member covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- Collect a sufficient sample of the same body fluid or material from a member to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the member.
- Collect samples in such a manner as to preserve the individual member's right to privacy, insuring a high degree of security for the sample and its freedom from adulteration. Members shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting sample or where there is reasonable belief that the member has attempted to compromise the accuracy of the testing procedure.
- Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites.
- Provide the member tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the member's own choosing, at the member's own expense, provided the member notifies the City in writing within seventy-two (72) hours of receiving the results of the tests and further provided that the clinical laboratory or hospital facility is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA). The member shall be responsible for the forwarding the test results to the City within 72 hours after receiving the test results. Should the member's sample prove to be negative the City shall cover the cost.
- Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.

- Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of 0.08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall not preclude the City from attempting to show that test results between 0.00+ and 0.08 demonstrate that the member was under the influence, but the City shall bear the burden of proof in such cases. All testing shall be conducted at a clinical laboratory or hospital facility pursuant to Section 6 of this Article.
- Provide each member tested with one copy of all information and reports received by the City in connection with the testing and the results.
- Insure that no member is the subject of any adverse employment action except emergency temporary reassignment with pay during the time necessary for confirmatory results under Section 6 (f) of this Article to be made. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 7 Voluntary Requests for Assistance

The City shall take no adverse employment actions against a non-probationary member of the bargaining unit who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require the member to be placed off of work without pay if he is then unfit for duty in his current assignment. The member may take any accumulated sick leave, compensatory time, or vacation during this time off. The City shall make available through its employee assistance program, a means by which the member may obtain referrals and treatment. All such requests shall be confidential and any information received by the City through whatever means shall not be used in any manner adverse to the member's interest.

Voluntary requests for assistance do not apply to probationary employees.

Voluntary requests for assistance will not have any adverse employment action being taken against the member.

Voluntary requests can be made on only one occasion by any individual member.

Voluntary requests for assistance shall not be used merely as an attempt to avoid discipline for violations of prohibitions under Section 2 of this Article.

The foregoing is conditioned upon:

- The member agreeing to appropriate treatment as determined by any and all physicians involved.
- The member permanently discontinuing his use of illegal drugs, unauthorized drugs, abuse of legal drugs or the abuse of alcohol.
- The member completes the course of treatment prescribed, including an "after care" group for a period of up to 24 months from the date the member officially completed the employee assistance program.

- The member agrees to submit to random testing during the hours of work during the period of “after care.”
- Members who do not agree to the foregoing, who test positive a second or subsequent time for the presence of illegal drugs, unauthorized drugs, or the abuse of legal drugs, or alcohol shall be subject to discipline, up to and including discharge.

Section 8 Discipline/Discharge

All discipline shall be done in accordance with Article 10 of this Agreement. All potential defenses the member has as to legitimacy or appropriateness of testing procedure, reasonable suspicion, accuracy of the tests, and any other claims and/or defenses of the member may be offered to the City Manager.

Nothing in this Article shall be construed to prevent a member from asserting, or the City Manager from considering, treatment in lieu of discipline and any disciplinary proceeding conducted by the City Manager. Nothing in this Article shall be construed as preventing or limiting the City Manager in issuance of discipline, including discharge, instead of treatment in lieu of discipline.

Section 9 Applicability to Bargaining Unit

This Article shall apply to any bargaining unit member, and shall not limit the right of the City to conduct any tests or to provide for any rules or regulations, restrictions or prohibitions as it may deem appropriate for persons seeking employment as Emergency Medical Technicians with the City of Highland.

Section 10 Confidentiality

Employees and the City agree to keep the names of the employees undergoing this procedure confidential. The City agrees not to contact law enforcement authorities as a result of a positive test.

Section 11 Right to Contest

All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion and just cause for ordering an employee to undertake a test, whether a priority chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in Article 11.

An employee, with or without the Union shall have the right to file a grievance concerning testing permitted by this order, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired, any legal rights that employees may have with regard to such testing.

Section 12 Indemnification

The City agree to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the City's activities in carrying out the drug/alcohol testing program. This is true only if the employee is found to be in the right.

ARTICLE 41
MEDICAL LEAVE SHARE PROGRAM

Employees shall be allowed to contribute up to twenty-four hours of sick leave to a bargaining unit employee who has exhausted all accumulated paid leave(s) and is on extended medical leave due to catastrophic illness or injury. Employees shall make such contributions in accordance with the form attached hereto as Appendix D. In making and receiving such donations, the involved employees understand that such contributions are irrevocable and may result in tax consequences to the recipient of the donated leave.

ARTICLE 42
FIELD TRAINING OFFICER COMPENSATION

Employees, during the hours they are acting as a regional Field Training Officer (FTO), shall have an additional \$1.00 per hour added to their hourly pay rate. All state / regional training required to obtain/retain FTO status, as approved by Highland EMS Chief, prior to attending said training, will be paid for by the City, in addition to already specified CEU hours paid for by the City.

ARTICLE 43
DURATION

This Agreement shall be effective upon signing and shall remain in full force and effect until 23:59 on April 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date unless the parties mutually agree otherwise.


Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph. No provision of this Article shall be deemed as a waiver of rights under Section 14(1) of the Illinois State Labor Relations Act (5 ILCS 315/14(1)).

Executed this _____ day of _____, 20__

CITY OF HIGHLAND

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 3672

By: _____
Mayor, City of Highland

By: 
President, I.A.F.F. Local #3672

By: _____
City Manager

Date: _____

Date: _____

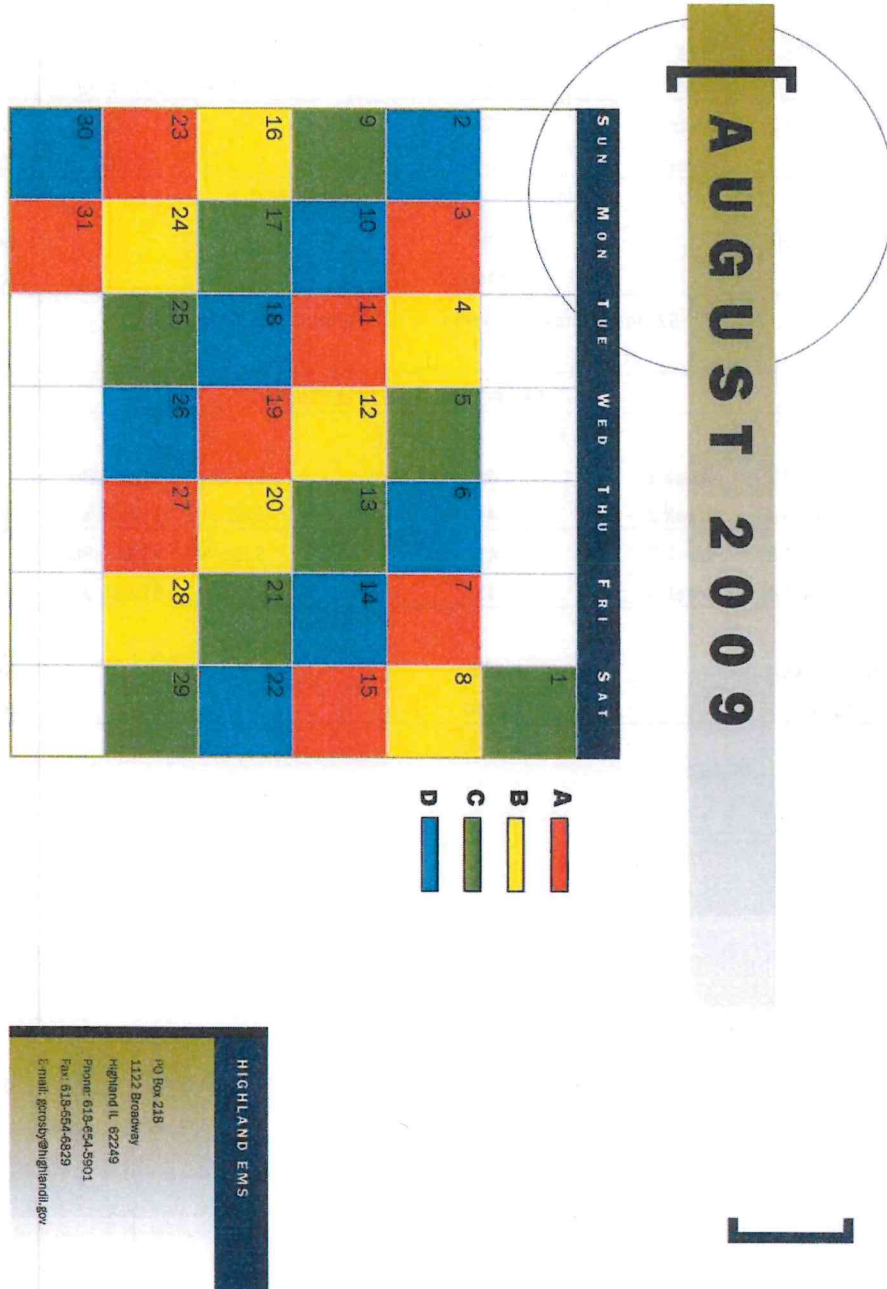
WAGES

Effective 5-1-2024	EMT-B (\$1.00)	EMT-P (\$1.00)
Probationary Period	\$17.33	\$24.12
Post-probation through three (3) years of service	\$18.84	\$25.68
Beginning 4th year through 7th year of service	\$19.41	\$26.69
Beginning 8th year through 12th year of service	\$20.09	\$27.89
Beginning 13th year through 16th year of service	\$20.61	\$28.81
Beginning 17th year through 25th year of service	\$21.38	\$30.17
After 25th year of service	\$21.71	\$30.75

Effective 5-1-2025	EMT-B (\$1.00)	EMT-P (3.25%)
Probationary Period	\$18.33	\$24.90
Post-probation through three (3) years of service	\$19.84	\$26.51
Beginning 4th year through 7th year of service	\$20.41	\$27.56
Beginning 8th year through 12th year of service	\$21.09	\$28.80
Beginning 13th year through 16th year of service	\$21.61	\$29.75
Beginning 17th year through 25th year of service	\$22.38	\$31.15
After 25th year of service	\$22.71	\$31.75

Effective 5-1-2026	EMT-B (3.0%)	EMT-P (3.0%)
Probationary Period	\$18.88	\$25.65
Post-probation through three (3) years of service	\$20.44	\$27.31
Beginning 4th year through 7th year of service	\$21.02	\$28.39
Beginning 8th year through 12th year of service	\$21.72	\$29.66
Beginning 13th year through 16th year of service	\$22.26	\$30.64
Beginning 17th year through 25th year of service	\$23.05	\$32.08
After 25th year of service	\$23.39	\$32.70

Shift Schedule



Check Leveling (Example Only)

CURRENT					
		Reg + OT = total hours	Hourly Rate		
Pay Period 1	Week 1	52	\$22.34	\$1,161.68	
Pay Period 1	Week 2	52	\$22.34	\$1,161.68	\$2,323.36
Pay Period 2	Week 3	52	\$22.34	\$1,161.68	
Pay Period 2	Week 4	24	\$22.34	\$536.16	\$1,697.84
28 Day Cycle		180			\$4,021.20
13 Cycles		2340			\$52,275.60
52 Hours above = 40 regular plus 8 hours at 1.5 time (O.T)					

PROPOSED - CHECK LEVELING					
		Average of hours			
Pay Period 1	Week 1	45	\$22.34	\$1,005.30	
Pay Period 2	Week 2	45	\$22.34	\$1,005.30	\$2,010.60
Pay Period 3	Week 3	45	\$22.34	\$1,005.30	
Pay Period 4	Week 4	45	\$22.34	\$1,005.30	\$2,010.60
28 Day Cycle		180			\$4,021.20
13 Cycles		2340			\$52,275.20

APPENDIX D – LEAVE DONATION FORM

DONATING EMPLOYEE INFORMATION

Name: _____ Soc. Sec. No.: _____

Department: _____ Position: _____

Work Telephone No.: _____

LEAVE RECIPIENT INFORMATION

Name of Employee to Receive Donation: _____

Recipient's Department: _____

DONATING HOURS

I hereby authorize the deduction of _____ hours of sick leave from my sick leave account for the purpose of donating such hours to the recipient named above.

REPRESENTATION OF DONOR

I understand and represent to the City of Highland that my donation is strictly voluntary and that I have not been directly or indirectly intimidated, threatened or coerced, or promised any benefit by any employee for the purpose of donating this leave time. I understand that my leave balance will be decreased by the amount donated. I understand that my donation may affect the payout of sick leave upon retirement or the payout of leave upon my termination. I understand that the employee I am donating to must be approved to receive donated leave hours by the city council. I understand that my decision to donate leave hours is not revocable and that upon submission of this form the donated hours will be deducted from my account and placed into the recipient's accounts. I further understand that if the employee to who I have donated sick leave hours has any remaining unused sick leave hours upon his/her return to work, those remaining hours will be returned on a pro-rata basis to all employees who donated hours to that recipient's account.

Signature of Donor: _____

Date Submitted: _____

REPRESENTATION OF RECIPIENT

I understand that in the event there are remaining unused sick leave hours upon my return to work from leave, those remaining hours will be returned to the original donor. If more than one employee has donated hours, the remaining hours will be returned on a pro-rata share basis.

Signature of Recipient: _____

Date Signed: _____



City of Highland

Finance Department

MEMO TO: Chris Conrad, City Manager
FROM: Reanna Ohren, Director of Finance
SUBJECT: Budget Amendment
DATE: December 16, 2024

I have prepared an ordinance for the upcoming agenda on December 16, 2024 that proposes a budget amendment for the budget year ending April 30, 2025. This amendment is needed in order to levy funds in the amount requested for social security and auditing expenditures, as well as an amendment to the Library Community Programs line item. If you have any questions regarding this, please let me know.

Thank you,
Reanna Ohren

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 3334 OF THE CITY OF HIGHLAND, ILLINOIS, PASSED ON APRIL 15, 2024, ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR 2024-2025

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, on the 15th day of April, 2024 the City Council of the City of Highland Madison County, Illinois adopted an ordinance entitled:

"AN ORDINANCE ADOPTING THE FINANCIAL BUDGET OF THE CITY OF HIGHLAND, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 AND AUTHORIZING THE EXPENDITURES THEREIN CONTAINED"

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6 the annual City budget may be revised by 2/3 vote of the City Council;

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

That the budget amendment identified by reference to the attached **Exhibit “A”** shall be and constitute amendments to the Budget referenced above by the budget changes as set forth in the attached **Exhibit “A”**.

That 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, Madison County, Illinois and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2024, the vote being taken by ayes and noes and entered upon the legislative records as

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

Finance Department

MEMO TO: Chris Conrad, City Manager
FROM: Reanna Ohren, Director of Finance
SUBJECT: 2024 Tax Levy Ordinance
DATE: December 09, 2024

I am placing the 2024 Tax Levy Ordinance on the December 16, 2024 agenda. The majority of the amounts have not changed from the estimated amounts that were approved via resolution on November 4th; however, we are decreasing the Audit levy line item to \$61,000 and increasing the Police Pension levy line item to \$672,000. This is based off of the Department of Insurance report that we received for the Police Pension. The City is statutorily obligated to contribute the amount calculated by the Illinois Department of Insurance. If you have any questions regarding any of the amounts requested, please let me know.

Thank you,
Reanna Ohren

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY, ASSESSMENT AND
COLLECTION OF 2024 TAXES TO BE PAYABLE IN 2025**

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

WHEREAS, the City Council of the City of Highland, County of Madison, State of Illinois, did on the 15th day of April 2024 adopt the "Annual Budget" for the said City of Highland for the aggregate sum of Fifty Two Million, One Hundred And Forty Thousand, Five Hundred And Sixty Two Dollars (\$52,140,562) which said budget was duly considered and heard by the public hearing on the 15th of April 2024 in accordance with the provisions of the Illinois Compiled Statutes, Chapter 65, Act 5, Article 8, Division 2, Section 9.4 and Section 9.9.

WHEREAS, the above annual budget was amended by the corporate authorities of the City of Highland on December 16, 2024; and these budget amendments have been included in the amounts listed as the amount budgeted in the attached detail for the tax levy for December 2024.

WHEREAS, the corporate authorities of the City of Highland have ascertained through the above described budget adoption process the total amount deemed necessary to defray expenses and liabilities for all corporate purposes and desire to levy taxes in accord therewith, pursuant to Illinois Compiled Statutes, Chapter 65, Act 5, Article 8, Division 3, Section 1;

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

SECTION 1. That there shall be and is hereby levied upon all taxable property within the corporate limits of the City of Highland, Illinois, subject to taxation for 2024 taxes payable in 2025 as that property is assessed and equalized for state and county purposes, the sum of Four Million, Eight Hundred And Ten Thousand, Two Hundred And Eighty Dollars (\$4,810,280), for the specific purpose in said budget and in the respective sums as follows:

CITY OF HIGHLAND		Amount to be	
	Amount	Received from	AMOUNT
TAX LEVY FOR DECEMBER 2024	Budgeted	Other Sources	LEVIED
TOTAL GENERAL ADMINISTRATION	\$2,178,572	\$1,306,900	\$871,672
REF: General Corporate Tax (65 ILCS 5/8-3-1)			
TOTAL POLICE	\$3,437,025	\$3,240,702	\$196,323
REF: Police Protection Tax (65 ILCS 5/11-1-3)			
TOTAL FIRE	\$512,297	\$315,974	\$196,323
REF: Fire Protection Tax (65 ILCS 5/11-7-1 and 5/11-7-3)			
TOTAL COMMUNITY BUILDING	\$597,281	\$400,958	\$196,323
REF: Community Building Tax (65 ILCS 5/11-63-1)			
TOTAL PLAYGROUND AND REC PROGRAMS	\$597,281	\$361,694	\$235,587
REF: Playground & Rec Tax (65 ILCS 5/11-95-7 and 5/11-95-8)			
TOTAL PUBLIC COMFORT STATION	\$50,000	\$25,000	\$25,000
REF: Public Comfort Station Tax (65 ILCS 5/11-21-4)			
TOTAL CULTURAL ACTIVITIES	75,500.00	\$35,500	\$40,000
REF: Cultural Activities Tax (65 ILCS 5/11-45-1)			
TOTAL POLICE PENSION FUND	\$1,001,500	\$329,500	\$672,000
REF: Police Pension Fund (40 ILCS 5/3-125)			
TOTAL SOCIAL SECURITY	\$530,000	\$5,000	\$525,000
REF: Social Security Tax (40 ILCS 5/21-110) and			
Medicare Tax (40 ILCS 5/21-110.1)			
TOTAL MUNICIPAL AUDITING	\$65,000	\$4,000	\$61,000
REF: Municipal Auditing Tax (65 ILCS 5/8-8-8)			
TOTAL IMRF	\$350,000	\$0	\$350,000
REF: Illinois Municipal Retirement Fund (40 ILCS 5/7-171)			
TOTAL INSURANCE AND TORT JUDGMENTS	\$323,521	\$3,521	\$320,000
REF: Insurance and Tort Judgments (745 ILCS 10/9-107)			
TOTAL SCHOOL CROSSING GUARD	\$9,000	\$0	\$9,000
REF: School Crossing Guards Tax (65 ILCS 5/11-80-23)			
TOTAL INSTALLMENT CONTRACTS	\$32,000	\$2,000	\$30,000
REF: Installment Contracts (65 ILCS 5/11-76.1-2)			
TOTAL AMBULANCE	\$1,521,116	\$866,708	\$654,408
REF: Ambulance Tax (65 ILCS 5/11-5-7)			
TOTAL LIBRARY - INSURANCE AND TORT JUDGMENTS	\$56,500	\$21,500	\$35,000
REF: Insurance and Tort Judgments (745 ILCS 10/9-107)			
TOTAL LIBRARY TAX ACCOUNT	\$397,500	\$4,855	\$392,645
REF: Library Tax (75 ILCS 5/3-1 and 5/3-4)			
GRAND TOTAL OF TAXES LEVIED			\$ 4,810,280

SECTION 2. The amount budgeted and not carried forward in the Tax Levy Ordinance will be paid out of the monies from other sources than the Tax Levy.

SECTION 3. The City Clerk of the City of Highland, Illinois, is hereby authorized and directed to promptly file under the seal of the City of Highland, a duly certified copy of this Ordinance with the County Clerk, Madison County, Illinois.

SECTION 4. That this Ordinance shall be known as Ordinance No. _____, and shall be in full force and effect after its adoption, as provided by law.

SECTION 5. This levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

Passed by the City Council of the City of Highland, Madison County, Illinois and deposited and filed in the office of the City Clerk on this _____ day of _____, 2024 the vote being taken by ayes and noes entered on the legislative record as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

The undersigned, Barbara Bellm, the duly elected and serving City Clerk of the City of Highland, Illinois, hereby certifies that Ordinance No. _____, levying 2024 taxes payable in 2025 is a true and accurate copy of the said Ordinance as the same is enrolled in the books and records of the City of Highland, Illinois; and as was duly adopted by the City Council of the said City on _____, 2024 at a regular City Council meeting held in accord with the Illinois Open Meetings Act.

_____, City Clerk

(Seal)

TRUTH-IN-TAXATION CERTIFICATE OF COMPLIANCE

I, Kevin B. Hemann, Mayor of the City of Highland, hereby certify to the Madison County Clerk that the City of Highland, Illinois has complied with all provisions of Section 18-60 through 18-85 of the "Truth-In-Taxation Law" with respect to the adoption of the 2024 Tax Levy.

--CHECK ONE BOX--

- ☒ [X] The District levied an amount of ad valorem tax that is less than or equal to 105% of the final aggregate levy extension of the preceding year, thereby requiring no Truth-In-Taxation hearing and/or notice.

--OR--

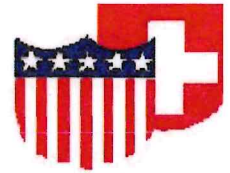
- ☐ [] The District levied an amount of ad valorem tax that is greater than 105% of the final aggregate levy extension of the preceding year and complied with the publication and hearing provisions of Section 18-75 and 18-80 of the Law.

Said Notice was published in the Highland News Leader on _____

Said Public Hearing was held on _____

Kevin B. Hemann, Mayor
City of Highland, Illinois

Date



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
15090	CHRISTOPHER KOENER	Refund Check 023759-000	12/03/2024	57.12
15091	MATTHEW MURPHY	Refund Check 024104-000	12/03/2024	27.39
15092	PEDRO OROZCO	Refund Check 019427-001	12/03/2024	55.22
15093	R & R NEW HOME CONSTRUCTION	Refund Check 014406-006	12/03/2024	35.31
15094	ALEX SCHIPKOWSKI	Refund Check 024012-000	12/03/2024	3.74
15095	IHSAN GIRAY & GOKSU AFYON ZINI	Refund Check 023809-000	12/03/2024	63.61
Total for Department: 000 Balance Sheet Accounts				242.39
Total for Fund:101 Electric Fund				242.39
Fund: 201 Water Fund				
Department: 000 Balance Sheet Accounts				
15090	CHRISTOPHER KOENER	Refund Check 023759-000	12/03/2024	16.90
15091	MATTHEW MURPHY	Refund Check 024104-000	12/03/2024	7.45
15092	PEDRO OROZCO	Refund Check 019427-001	12/03/2024	14.65
15093	R & R NEW HOME CONSTRUCTION	Refund Check 014406-006	12/03/2024	2.86
15094	ALEX SCHIPKOWSKI	Refund Check 024012-000	12/03/2024	6.84
15095	IHSAN GIRAY & GOKSU AFYON ZINI	Refund Check 023809-000	12/03/2024	19.10
Total for Department: 000 Balance Sheet Accounts				67.80
Total for Fund:201 Water Fund				67.80
Fund: 301 Sewer Fund				
Department: 000 Balance Sheet Accounts				
15090	CHRISTOPHER KOENER	Refund Check 023759-000	12/03/2024	17.30
15091	MATTHEW MURPHY	Refund Check 024104-000	12/03/2024	7.46
15092	PEDRO OROZCO	Refund Check 019427-001	12/03/2024	14.89
15093	R & R NEW HOME CONSTRUCTION	Refund Check 014406-006	12/03/2024	2.87
15094	ALEX SCHIPKOWSKI	Refund Check 024012-000	12/03/2024	7.06
15095	IHSAN GIRAY & GOKSU AFYON ZINI	Refund Check 023809-000	12/03/2024	19.25
Total for Department: 000 Balance Sheet Accounts				68.83
Total for Fund:301 Sewer Fund				68.83
Fund: 713 Solid Waste Fund				
Department: 000 Balance Sheet Accounts				
15091	MATTHEW MURPHY	Refund Check 024104-000	12/03/2024	21.72
Total for Department: 000 Balance Sheet Accounts				21.72
Total for Fund:713 Solid Waste Fund				21.72
Grand Total				400.74

Accepted by City Council December 16, 2024

Mayor:

Clerk:

EXPENDITURE LISTING #1280
FROM 11/30/2024 TO 12/13/2024

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



CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	DEPARTMENT	CHECK/PAYMENT DATE	GROSS AMOUNT
3,546	AMAZON CAPITAL SERVI	1 QTY MESH SAFETY VEST 9 POCKETS HIGH VISIBILITY	001-00-000-00000-115700	12/13/2024	13.99
3,546	AMAZON CAPITAL SERVI	1 QTY 32X48 2025 WALL CALENDAR	001-00-000-00000-115700	12/13/2024	26.49
3,546	AMAZON CAPITAL SERVI	1-2025 PLANNER, APPT CALENDAR,4-DESKTOP CALEND	001-00-000-00000-115700	12/13/2024	61.91
3,546	AMAZON CAPITAL SERVI	1 QTY 2024-2025 14 MONTH CALENDAR	001-00-000-00000-115700	12/13/2024	7.90
3,546	AMAZON CAPITAL SERVI	1 QTY AA BATTERIES	001-00-000-00000-115700	12/13/2024	60.00
3,699	TRIPACK INC.	CENTRAL PURCHASING SUPPLIES	001-00-000-00000-115700	12/13/2024	1,271.56
TOTAL					1,441.85
3,724	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-10-011-00000-522000	12/13/2024	2,510.00
3,724	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-10-011-00000-522000	12/13/2024	4,779.16
3,724	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-10-011-00000-522000	12/13/2024	1,318.33
3,724	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-10-011-00000-522000	12/13/2024	952.50
3,724	LEWIS BRISBOIS BISGA	NOVEMBER 2024 MONTHLY RETAINER INVOICE	001-10-011-00000-522000	12/13/2024	7,736.49
3,654	MGT IMPACT SOLUTIONS	CHRISTINA SMITH WORK FOR OCTOBER 2024 CITY HALL	001-10-011-00000-523000	12/13/2024	5,303.70
3,575	CHRISTOPHER FLAKE	REIM MILEAGE MADISON COUNTY 11/26/24 & 12/10/24	001-10-011-00000-524000	12/13/2024	47.44
3,547	Ameren Illinois	GAS CHARGES	001-10-011-00000-533000	12/13/2024	201.78
3,711	Watts Copy Systems	COPIER USAGE/LEASE	001-10-011-00000-534000	12/13/2024	185.51
3,672	PRESTIGE BUSINESS EQ	ANNUAL SERVICE AGRREMENT -02/04/25-02/03/26	001-10-011-00000-536000	12/13/2024	1,100.00
3,554	AssuredPartners Corn	MONTHLY FSA PLAN ADMINISTRATION	001-10-011-00000-539000	12/13/2024	140.00
3,554	AssuredPartners Corn	MONTHLY DEBIT CARD FEE	001-10-011-00000-539000	12/13/2024	103.50
3,591	DigitalArtz LLC	1 QTY BRUSHED ALUMINUM CITY EMBLEM	001-10-011-00000-539000	12/13/2024	371.20
3,620	Highland Area Christ	NOVEMBER 2024 GOOD SAMARITAN	001-10-011-00000-539000	12/13/2024	153.00
3,621	HIGHLAND CHAMBER OF	HOLIDAY HAPPY HOUR	001-10-011-00000-539000	12/13/2024	220.00
3,621	HIGHLAND CHAMBER OF	HOLIDAY HAPPY HOUR	001-10-011-00000-539000	12/13/2024	80.00
3,630	IRON MOUNTAIN	CITY HALL SHRED SERVICE	001-10-011-00000-539000	12/13/2024	464.89
3,692	THE GREENHOUSE OF HI	FRESH ARRANGEMENT- THE FAMILY OF JOE GILLESPIE	001-10-011-00000-539000	12/13/2024	107.85
3,694	Third Millennium Ass	UTILITY BILL RENDERING	001-10-011-00000-539000	12/13/2024	214.64
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	001-10-011-00000-539000	12/13/2024	206.62
3,622	Highland Communicati	HCS SERVICE- CITY HALL	001-10-011-00000-539050	12/13/2024	606.81
3,622	Highland Communicati	HCS SERVICE- HACSM	001-10-011-00000-539050	12/13/2024	41.95
3,546	AMAZON CAPITAL SERVI	1-NOTARY BOOK, 1-2025 DESK CALENDAR	001-10-011-00000-541000	12/13/2024	19.98
3,546	AMAZON CAPITAL SERVI	CH - CLOTHING - R OHREN- CH - AUDIT SUPPLIES	001-10-011-00000-541000	12/13/2024	150.15
3,672	PRESTIGE BUSINESS EQ	#10 INSIDE BLUE TINT STANDARD #10 WINDOW ENVELOPES	001-10-011-00000-541000	12/13/2024	334.78
3,713	WEX BANK	NOVEMBER FUEL	001-10-011-00000-542000	12/13/2024	55.96
3,542	Ace Hardware	ACE OPERATING SUPPLIES	001-10-011-00000-543000	12/13/2024	25.98
3,546	AMAZON CAPITAL SERVI	1 QTY GAVEL AND SOUND BLOCK SET	001-10-011-00000-543000	12/13/2024	11.99
3,546	AMAZON CAPITAL SERVI	1 QTY TRUE IMAGE BLACK TONER CARTRIDGE	001-10-011-00000-543000	12/13/2024	69.99
3,546	AMAZON CAPITAL SERVI	1-WIRED HEADSET, 1- WIRELESS REMOTE- COUNCIL CHAM	001-10-011-00000-543000	12/13/2024	44.98
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	001-10-011-00000-543000	12/13/2024	252.54
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-10-011-00000-543000	12/13/2024	37.98
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	001-10-011-00000-543000	12/13/2024	56.15
3,546	AMAZON CAPITAL SERVI	1-QUARTER ZIP NAVY, 1-PULLOVER FLEECE BLACK- CEMIG	001-10-011-00000-544000	12/13/2024	56.48
3,546	AMAZON CAPITAL SERVI	CH - CLOTHING - R OHREN- CH - AUDIT SUPPLIES	001-10-011-00000-544000	12/13/2024	208.31
3,546	AMAZON CAPITAL SERVI	CH SHIRTS EMPLOYEES- D ZOBRIST, J HEIMBURGER	001-10-011-00000-544000	12/13/2024	89.36
3,582	COMPUSTITCH SCREEN P	CITY HALLSHIRTS- ROHREN,DZOBRIST,LLEJEUNE,JHEIMBUR	001-10-011-00000-544000	12/13/2024	392.00
3,582	COMPUSTITCH SCREEN P	CH -SHIRTS EMPLOYEES- C EMIG, L LEJEUNE	001-10-011-00000-544000	12/13/2024	114.00
3,582	COMPUSTITCH SCREEN P	SHIRTS BROUGHT IN FOR CITY LOGO- R OHREN	001-10-011-00000-544000	12/13/2024	27.00
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-10-011-00000-544000	12/13/2024	135.99
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-10-011-00000-553000	12/13/2024	215.38
TOTAL					29,144.37
3,724	LEWIS BRISBOIS BISGA	NOVEMBER 2024 MONTHLY RETAINER INVOICE	001-20-012-00000-522000	12/13/2024	2,070.14
3,708	VOCC LLC	ATTENDANCE FOR - N WIEGAND, M BOGARD	001-20-012-00000-524000	12/13/2024	770.00
3,711	Watts Copy Systems	COPIER USAGE/LEASE	001-20-012-00000-534000	12/13/2024	140.58
3,711	Watts Copy Systems	COPIER USAGE/LEASE	001-20-012-00000-534000	12/13/2024	43.62
3,543	ADR HIGHLAND INC.	TOWING - 2015 DODGE CHARGER BLACK	001-20-012-00000-536010	12/13/2024	95.00
3,578	CITY OF HIGHLAND	MTN/REPAIR 2015 DODGE CHARGER	001-20-012-00000-536010	12/13/2024	153.05
3,578	CITY OF HIGHLAND	MTN/REPAIR DETECTIVE TAURUS	001-20-012-00000-536010	12/13/2024	94.81
3,578	CITY OF HIGHLAND	MTN/REPAIR CAR #4	001-20-012-00000-536010	12/13/2024	359.34
3,578	CITY OF HIGHLAND	MTN/REPAIR CAR #3	001-20-012-00000-536010	12/13/2024	226.42
3,570	CAMPION BARROW & ASS	IL PUBLIC SAFETY-LAW ENFORCEMENT TESTING - E TURAN	001-20-012-00000-539000	12/13/2024	465.00
3,591	DigitalArtz LLC	BUSINESS CARDS- MEGAN JOHNS	001-20-012-00000-539000	12/13/2024	50.00
3,600	EVERLASTING ETCH	9X12 AMERICAN WALNUT PLAQUE W/GOLD PLATE	001-20-012-00000-539000	12/13/2024	86.20
3,623	Highland Printers	#2262 TOW IN/RECOVERY REPORT QTY 500	001-20-012-00000-539000	12/13/2024	256.00
3,648	MAJOR CASE SQUAD OF	2024 ANNUAL MCS PARTICIPATING AGENCY FEE	001-20-012-00000-539000	12/13/2024	250.00
3,698	TRANSUNION RISK AND	TLO INVESTIGATION CHECK 11/01/2024-11/30/2024	001-20-012-00000-539000	12/13/2024	75.00
3,622	Highland Communicati	HCS SERVICE- PD	001-20-012-00000-539050	12/13/2024	652.10
3,631	ITOUCH BIOMETRICS LL	LIVESCAN MAINT	001-20-012-00000-539050	12/13/2024	1,980.00
3,644	MADISON COUNTY INFOR	MONTHLY LEADS LEASE TO COUNTY	001-20-012-00000-539300	12/13/2024	24.28
3,713	WEX BANK	NOVEMBER FUEL	001-20-012-00000-542000	12/13/2024	3,110.66
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	001-20-012-00000-543000	12/13/2024	656.48
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	001-20-012-00000-543000	12/13/2024	382.31
3,608	Galls LLC	ASP CHAIN ULTRA CUFFS: BUSKIRK	001-20-012-00000-544000	12/13/2024	74.19
3,608	Galls LLC	INITIAL HIRE UNIFORM : TURAN	001-20-012-00000-544000	12/13/2024	664.06
3,674	RAY O'HERRON CO INC	1 QTY GLOCK 19GEN5 FS 9MM GMS MOD 1	001-20-012-00000-544000	12/13/2024	432.78
3,546	AMAZON CAPITAL SERVI	1 QTY -POST WORKOUT SUPPLEMENT, PRE-WORK OUT	001-20-012-00000-544001-	12/13/2024	32.85
3,546	AMAZON CAPITAL SERVI	2 QTY OPTIMUM NUTITION GOLD WHEY PROTEIN POWDER	001-20-012-00000-544001-	12/13/2024	59.98
3,534	MORROW BROTHERS FORD	POIICE VEH 2024 FORD VEH#1FM5K8AB3RGA87181	001-20-012-00000-553000	12/3/2024	41,370.00
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-012-00000-553000	12/13/2024	215.38

			TOTAL	54,790.23
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-20-013-00000-522000	12/13/2024	2,510.00
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-20-013-00000-522000	12/13/2024	4,779.17
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-20-013-00000-522000	12/13/2024	1,318.33
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-20-013-00000-522000	12/13/2024	952.50
3,724 LEWIS BRISBOIS BISGA	NOVEMBER 2024 MONTHLY RETAINER INVOICE	001-20-013-00000-522000	12/13/2024	4,491.94
3,604 FRONTIER	PHONE CHARGES - B&Z	001-20-013-00000-531000	12/13/2024	51.72
3,696 TIMES TRIBUNE	LEGAL-COMBINED PLANNING/ZONING BOARD MEETING	001-20-013-00000-539000	12/13/2024	132.00
3,622 Highland Communicati	HCS SERVICE- B&Z	001-20-013-00000-539050	12/13/2024	168.87
3,585 CRAIG LOYET	NOVEMBER 2024 FINAL PLUMBING INSPECTION	001-20-013-00000-539082	12/13/2024	570.00
3,697 TIMOTHY SINGLER	NOVEMBER 2024 FINAL PLUMBING INSPECTION	001-20-013-00000-539082	12/13/2024	570.00
3,713 WEX BANK	NOVEMBER FUEL	001-20-013-00000-542000	12/13/2024	56.36
3,546 AMAZON CAPITAL SERVI	1-YELLOW,CYAN,MAGIN CART 2- BLACK TONER CARTRIDGE	001-20-013-00000-543000	12/13/2024	395.06
3,577 City Of Highland	NOVEMBER CENTRAL PURCHASING	001-20-013-00000-543000	12/13/2024	39.89
3,702 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-20-013-00000-553000	12/13/2024	215.38
ACH BRIDGEPAT NETWORK	OCTOBER 2024 TRANSACTIONS	001-20-013-00000-539000	12/1/2024	5.40
		TOTAL		16,256.62
3,583 Constellation NewEne	GAS SERVICE	001-20-014-00000-533000	12/13/2024	1.32
3,602 FIRE APPARATUS & SUP	ANNUAL PUMP TEST & VEHICLE SERVICE	001-20-014-00000-536010	12/13/2024	1,235.00
3,664 O'Reilly Automotive	2 QTY WIPER BLADE	001-20-014-00000-536010	12/13/2024	12.72
3,626 Huels Oil Co	NOVEMBER DIESEL FUEL	001-20-014-00000-542000	12/13/2024	246.89
3,713 WEX BANK	NOVEMBER FUEL	001-20-014-00000-542000	12/13/2024	306.93
3,577 City Of Highland	NOVEMBER CENTRAL PURCHASING	001-20-014-00000-543000	12/13/2024	61.26
3,557 Banner Fire Equipmen	3 QTY LEATHER BOOT- A SEGERS, D HOLTORF, G RIGGS	001-20-014-00000-544000	12/13/2024	1,053.00
3,557 Banner Fire Equipmen	VULCAN 180 LIGHT - REPLACE BAD LIGHT	001-20-014-00000-547000	12/13/2024	246.99
3,634 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-20-014-00000-547000	12/13/2024	113.95
3,535 THE FARMERS & MERCHA	FIRE ENGINE LOAN PAYMENT 12/24	001-20-014-00000-561000-	12/3/2024	30,174.04
3,535 THE FARMERS & MERCHA	FIRE ENGINE LOAN PAYMENT 12/24	001-20-014-00000-562000-	12/3/2024	22,721.96
		TOTAL		56,174.06
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-40-017-00000-522000	12/13/2024	2,510.00
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-40-017-00000-522000	12/13/2024	4,779.17
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-40-017-00000-522000	12/13/2024	1,318.34
3,724 LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-40-017-00000-522000	12/13/2024	952.50
3,724 LEWIS BRISBOIS BISGA	NOVEMBER 2024 MONTHLY RETAINER INVOICE	001-40-017-00000-522000	12/13/2024	1,944.08
3,583 Constellation NewEne	GAS SERVICE	001-40-017-00000-533000	12/13/2024	46.45
3,712 WELLS FARGO VENDOR F	RICOH IM C3500 COPIER -PWA	001-40-017-00000-534000	12/13/2024	210.37
3,559 BEST ONE TIRE & SERV	TIRES FOR KABOTA - 10-18-24 INV. DATE	001-40-017-00000-536000	12/13/2024	2,075.10
3,578 CITY OF HIGHLAND	MTN/REPAIR TRUCK#65	001-40-017-00000-536010	12/13/2024	797.27
3,707 Village Locksmith	PADLOCKS KEYS - WRF & S&A	001-40-017-00000-538000	12/13/2024	501.00
3,584 Cooperative Response	BASEFEANOV,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	001-40-017-00000-539000	12/13/2024	250.41
3,599 Esenpreis Plumbing	RESULTS - BACKFLOW PREVENTER - 2" TRUCKFILL- S&A	001-40-017-00000-539000	12/13/2024	105.00
3,639 KEITH'S LAWNCARE	CITY PARKING LOT - MAIN & WALNUT	001-40-017-00000-539000	12/13/2024	55.00
3,681 SCHMITT'S TROY GARAG	REPAIR GARAGE DOOR, SERVICE CALL - 100 POPLAR	001-40-017-00000-539000	12/13/2024	176.02
3,684 SPATIAL CONNECTIONS	CUSTOM WEBMAP SUBSCRIPTION SERVICES/WEBSITE DESIGN	001-40-017-00000-539000	12/13/2024	65.00
3,592 Dr. Wood Trees & Lan	TREE WORK SECTOR 2, 4 STUMP REMOVALS	001-40-017-00000-539022	12/13/2024	5,450.00
3,622 Highland Communicati	HCS CHARGES - S & A	001-40-017-00000-539050	12/13/2024	28.00
3,626 Huels Oil Co	NOVEMBER DIESEL FUEL	001-40-017-00000-542000	12/13/2024	1,217.92
3,651 McKay Auto Parts Inc	2.5 DEF	001-40-017-00000-542000	12/13/2024	24.98
3,713 WEX BANK	NOVEMBER FUEL	001-40-017-00000-542000	12/13/2024	219.72
3,542 Ace Hardware	ACE OPERATING SUPPLIES	001-40-017-00000-543000	12/13/2024	30.96
3,546 AMAZON CAPITAL SERVI	1 QTY 20' FLAT FREE TIRE WHEELS	001-40-017-00000-543000	12/13/2024	52.99
3,577 City Of Highland	NOVEMBER CENTRAL PURCHASING	001-40-017-00000-543000	12/13/2024	75.15
3,634 JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	001-40-017-00000-543000	12/13/2024	213.03
3,641 KIRCHNER BUILDING	2X12-10 #1 SYP KD-HT	001-40-017-00000-543000	12/13/2024	22.27
3,651 McKay Auto Parts Inc	BOXED MINIATURES - SWEEPER	001-40-017-00000-543000	12/13/2024	2.49
3,662 Northtown Auto & Tra	QUICK DISCONNECTS	001-40-017-00000-543000	12/13/2024	123.32
3,662 Northtown Auto & Tra	LED TAIL LIGHT KIT	001-40-017-00000-543000	12/13/2024	21.59
3,702 TYLER TECHNOLOGIES I	SOFTWARE SPLIT	001-40-017-00000-553000	12/13/2024	215.38
3,641 KIRCHNER BUILDING	CM80 CONCRETE MIX #80	001-40-017-00000-555050	12/13/2024	48.92
3,675 Red E Mix LLC	88PCCEV50 SI/PV - 4 CY, \$163 P/CY, SM. LOAD CHG.	001-40-017-00000-555050	12/13/2024	702.00
3,682 Schulte Supply Inc	12" N-12 DRAINAGE PIPE, 20' LENGHTS INT. BELL LUBE	001-40-017-00000-555050	12/13/2024	1,784.70
		TOTAL		26,019.13
3,724 LEWIS BRISBOIS BISGA	NOVEMBER 2024 MONTHLY RETAINER INVOICE	007-70-007-00000-522000	12/13/2024	139.34
3,536 Mastercard	NOVEMBER MASTERCARD TRANSACTIONS HUBBARD	007-70-007-00000-539000	12/3/2024	53.84
3,579 City Petty Cash	IDC MEETING -09/04/24 TIP FOR DOMINOES	007-70-007-00000-539000	12/13/2024	5.00
3,579 City Petty Cash	IDC MEETING 09/04/24 REIM CITY HALL SODA/WATER	007-70-007-00000-539000	12/13/2024	2.00
3,579 City Petty Cash	IDC MEETING 10/02/24 TIP FOR DOMINOES	007-70-007-00000-539000	12/13/2024	5.00
3,579 City Petty Cash	IDC MEETING 10/02/24 REIM CITY HALL SODA/WATER	007-70-007-00000-539000	12/13/2024	3.00
3,579 City Petty Cash	IDC MEETING 11/06/24 TIPS FOR DOMINOES	007-70-007-00000-539000	12/13/2024	5.00
3,579 City Petty Cash	IDC MEETING 11/06/24 REIM CITY HALL SODA/WATER	007-70-007-00000-539000	12/13/2024	5.00
3,579 City Petty Cash	IDC MEETING- 12/04/24- TIPS FOR DOMINOES	007-70-007-00000-539000	12/13/2024	5.00
		TOTAL		223.18
3,558 Beelman Logistics LL	W & S- CA7 -79.04 T., \$18.17 P/T	008-40-000-00000-543000	12/13/2024	1,436.15
3,573 Christ Bros Inc	HMA - 3.5 T., \$75.00 P/T, TIC.# L6264	008-40-000-00000-543000	12/13/2024	262.50
		TOTAL		1,698.65
3,604 FRONTIER	KRC PHONE CHARGES	009-60-009-00000-531000	12/13/2024	195.97
3,583 Constellation NewEne	GAS SERVICE	009-60-009-00000-533000	12/13/2024	574.20
3,625 HILLYARD	KRC SCRUBBER SERVICE	009-60-009-00000-536000	12/13/2024	293.00
3,720 CAPRI POOLS & AQUA	KRC POOL UV 1 YEAR MAINTENANCE	009-60-009-00000-536000	12/13/2024	2,975.00
3,566 BUILDINGSTARS INC	KRC MONTHLY CLEANING SERVICE BILL	009-60-009-00000-538000	12/13/2024	2,913.00
3,686 Stanley Access Techn	HANDICAP DOOR REPAIR AT KRC	009-60-009-00000-538000	12/13/2024	244.00
3,720 CAPRI POOLS & AQUA	KRC POOL HORIZONTAL DEPTH TILES	009-60-009-00000-538000	12/13/2024	5,970.00

3,598	ENERGY WISE	KRC HVAC SYSTEM SERVICE	009-60-009-00000-539000	12/13/2024	1,626.00
3,638	KATRINA HUDSON	REFUNDING HALF FOR SCHEDULING MISHAP	009-60-009-00000-539000	12/13/2024	80.00
3,665	Orkin Exterminating	KRC MONTHLY PEST CONTROL BILL	009-60-009-00000-539000	12/13/2024	82.09
3,622	Highland Communicati	KRC UTILITIES	009-60-009-00000-539050	12/13/2024	328.33
3,635	JOURNAL PRINTING	PAPER SUPPLIES FOR KRC	009-60-009-00000-541000	12/13/2024	171.00
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-009-00000-541000	12/13/2024	9.88
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	009-60-009-00000-543000	12/13/2024	754.36
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-009-00000-543000	12/13/2024	400.99
3,542	Ace Hardware	ACE OPERATING SUPPLIES	009-60-009-00000-545000	12/13/2024	41.83
3,599	Essenpreis Plumbing	KRC DRINKING FOUNTAIN FILTER	009-60-009-00000-545000	12/13/2024	100.25
3,546	AMAZON CAPITAL SERVI	1 QTY HOT DOG ROLLER GRILL COOKER MACHINE	009-60-009-00000-547000	12/13/2024	294.98
3,693	The Lifeguard Store	NEW LANE LINES FOR THE POOL	009-60-009-00000-547000	12/13/2024	1,598.63
3,720	CAPRI POOLS & AQUA	CHLORINE FOR THE KRC POOL	009-60-009-00000-549000	12/13/2024	4,428.00
3,720	CAPRI POOLS & AQUA	CHLORINE FOR THE KRC POOL	009-60-009-00000-549000	12/13/2024	56.00
TOTAL					23,137.51
3,550	ANDREW BOHN	REIM LIFE GUARD CLASS REIMBURSEMENT - A BOHN	009-60-016-00000-524000	12/13/2024	160.00
3,666	OWEN STEINBECK	REIM LIFE GUARD CLASS REIMBURSEMENT - O STEINBECK	009-60-016-00000-524000	12/13/2024	160.00
3,709	WALKER NEHRT	REIM LIFE GUARD CLASS REIMBURSEMENT - W NEHRT	009-60-016-00000-524000	12/13/2024	160.00
3,604	FRONTIER	GLIK PARK PHONE CHARGES	009-60-016-00000-531000	12/13/2024	58.72
3,547	Ameren Illinois	EVERGREEN CT ST LITE	009-60-016-00000-533000	12/13/2024	78.09
3,580	City Utilities	QB CLUB BUILDING UTILITIES	009-60-016-00000-533000	12/13/2024	121.56
3,580	City Utilities	QB CLUB BUILDING UTILITIES	009-60-016-00000-533000	12/13/2024	42.11
3,583	Constellation NewEne	GAS SERVICE	009-60-016-00000-533000	12/13/2024	9.24
3,689	Sunbelt Rentals Inc	1 QTY OVERSEEDER/SLIT SEEDER	009-60-016-00000-534000	12/13/2024	118.75
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-536000	12/13/2024	129.50
3,578	CITY OF HIGHLAND	MTN/REPAIR- 2007 FORD F150	009-60-016-00000-536010	12/13/2024	94.21
3,545	ALBERTA HOLZINGER	DEPOSIT CHECK RETURN FOR WCC RENTAL	009-60-016-00000-539000	12/13/2024	25.00
3,688	SUMNER ONE INC.	WCC PRINTER MONTHLY BILL	009-60-016-00000-539000	12/13/2024	65.00
3,714	WHEN TO WORK INC.	PARKS WORK SCHEDULING SOFTWARE	009-60-016-00000-539000	12/13/2024	1,567.00
3,622	Highland Communicati	WCC UTILITIES	009-60-016-00000-539050	12/13/2024	3.00
3,622	Highland Communicati	BRAD'S SHED UTILITIES	009-60-016-00000-539050	12/13/2024	3.00
3,622	Highland Communicati	SENIOR CENTER WIFI	009-60-016-00000-539050	12/13/2024	4.00
3,622	Highland Communicati	GLIK PARK WIFI	009-60-016-00000-539050	12/13/2024	2.00
3,549	AMY PAGE	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,552	ANTHEA HALLETT-YBAR	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,562	BRADLEY ESTON	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,565	BROCK WILKINSON	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,569	CAMERON NOLLMAN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,571	CATHLEEN VANO	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,574	CHRISTOPHER TRIMBLE	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,576	CHRISTOPHER UHE	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,589	DELANEY GRIMES	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,595	ELIAS ALLEN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	125.00
3,596	ELIZABETH O'DELL	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,607	GALBRAITH CONSTANCE	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,609	GARRETT SCHLARMANN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,611	GAVIN SCHLARMANN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,617	GREG ALLEN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	390.00
3,619	HEATHER KASTELEIN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,627	IAN DIAMOND	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	125.00
3,632	JAY OTIS	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,633	JEFF MONDT	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,637	KAREN BARKER	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,640	KELLY DAMANN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,642	KYLE SIMPSON	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,643	LUKE DAVIS	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,645	MADISON TROMBLEY	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,646	MADISYN SWIFT	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,647	MAILE SIGNOROTTI	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,650	MATTHEW PELLOCK	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,653	MEGAN WASHBURN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,655	MICHAEL WITTE	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,656	MICHAELA CAHALIN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,660	NATHANAEAL KLAAS	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	125.00
3,661	NORMAN FERGUSON JR	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,663	NOTTELMANN MUSIC CO	MUNY BAND CONCERT MUSIC PAYMENT	009-60-016-00000-539057	12/13/2024	216.75
3,667	PATRICIA HENRICH	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,676	ROBERT WILSON	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,677	RODNEY WASHBURN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	350.00
3,678	RYAN THOMASON	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,679	SANDRA WAKEFIELD	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	90.00
3,680	SANDY ALLEN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	250.00
3,683	SHAWN WYLDE	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,687	STEVE PELLOCK	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,690	SYDNEY SEITZ	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,695	THOMAS GRAVITT	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,701	TYLER LARSON	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	125.00
3,715	WILLIAM BOJANOWSKI	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,717	WILLIAM HAUSMANN	MUNI BAND HOLIDAY CONCERT 2024	009-60-016-00000-539057	12/13/2024	75.00
3,624	Highland's Tru Buy	SENIOR DAY 11/13/24	009-60-016-00000-539065	12/13/2024	88.07
3,587	DAN MARSCH	REFUND FOR YAH BEAUTIFUL NOISE TRIP	009-60-016-00000-539066	12/13/2024	256.00
3,705	Vandalia Bus Lines I	YAH Jan. 22nd, 2024 trip to Fabulous Fox	009-60-016-00000-539066	12/13/2024	1,005.00
3,705	Vandalia Bus Lines I	YAH FEB 21ST, 2024 CHOCOLATE COMPANY TRIP	009-60-016-00000-539066	12/13/2024	1,350.00
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-541000	12/13/2024	60.84
3,713	WEX BANK	NOVEMBER FUEL	009-60-016-00000-542000	12/13/2024	1,919.70
3,546	AMAZON CAPITAL SERVI	1 -LARGE CHRISTMAS BOWS,PICKS, TREE,POINSEITTA	009-60-016-00000-543000	12/13/2024	135.96
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	009-60-016-00000-543000	12/13/2024	278.00

3,600	EVERLASTING ETCH	MEMORIAL TREE PLAQUES	009-60-016-00000-543000	12/13/2024	38.00
3,606	FS Turf Solutions St	TURF SUPPLIES FOR PARKS	009-60-016-00000-543000	12/13/2024	240.00
3,624	Highland's Tru Buy	SENIOR CENTER	009-60-016-00000-543000	12/13/2024	23.12
3,652	MEGAN DOYLE	REIMBURSAL FOR PAINTING MATERIALS	009-60-016-00000-543000	12/13/2024	411.10
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-543000	12/13/2024	618.40
3,579	City Petty Cash	REIM RACHEL KOEHNEMANN- HALLOWEEN CONCESSIONS	009-60-016-00000-543050	12/13/2024	8.09
3,546	AMAZON CAPITAL SERVI	2 QTY CARHARTT MENS FLEECE HAT	009-60-016-00000-544000	12/13/2024	39.98
3,542	Ace Hardware	ACE OPERATING SUPPLIES	009-60-016-00000-545000	12/13/2024	255.84
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-016-00000-545000	12/13/2024	199.84
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-546000	12/13/2024	41.75
3,625	HILLYARD	NEW SCRUBBER FOR WCC (HYSAC TO REIMBURSE PARTIALY)	009-60-016-00000-547000	12/13/2024	5,299.27
3,693	The Lifeguard Store	KRC POOL NEW BATTERY VACUUM	009-60-016-00000-547000	12/13/2024	859.67
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	009-60-016-00000-553000	12/13/2024	215.38
				TOTAL	20,836.94
3,564	Broadway Battery & T	CEMETERY 2015 F250 TIRE REPAIR	009-60-715-00000-536010	12/13/2024	942.00
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	009-60-715-00000-543000	12/13/2024	36.00
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	009-60-715-00000-543000	12/13/2024	6.99
3,641	KIRCHNER BUILDING	CEMETERY BREAK ROOM MAINT.	009-60-715-00000-545000	12/13/2024	27.52
3,673	R P LUMBER CO INC	CEMETERY BREAK ROOM MAINT. SUPPLIES	009-60-715-00000-545000	12/13/2024	154.23
3,673	R P LUMBER CO INC	CAULK FOR CEMETERY SHED MAINT.	009-60-715-00000-545000	12/13/2024	25.74
				TOTAL	1,192.48
3,546	AMAZON CAPITAL SERVI	6 QTY- TABLES FOR COUNCIL CHAMBERS	012-70-000-00000-555000	12/13/2024	1,603.14
3,546	AMAZON CAPITAL SERVI	6 QTY CORRELL ADJ HEIGHT SEMINAR TABLES- RETURN	012-70-000-00000-555000	12/13/2024	-2,005.98
3,581	COMFOR TEK SEATING	14-CUTAWAY CCF T/BLK,6 - ARMNER CUTAWAY CCF T/BLK	012-70-000-00000-555000	12/13/2024	3,109.00
3,723	INDOFF INC	1 QTY CITY SEAL ADDED TO COUNCIL CHAMBER DESK	012-70-000-00000-555000	12/13/2024	1,900.00
3,723	INDOFF INC	CHAMBER DESK FINAL PAYMENT	012-70-000-00000-555000	12/13/2024	23,045.00
				TOTAL	27,651.16
3,727	QUALITY TESTING & EN	6TH ST RECONSTRUCTION-HIGHLAND PROJ-24-0399-C	050-40-050-00000-554010	12/13/2024	13,732.15
3,727	QUALITY TESTING & EN	6TH ST RECONSTRUCTION-HIGHLAND PROJ- 24-0399-C	050-40-050-00000-554010	12/13/2024	1,851.75
				TOTAL	15,583.90
3,724	LEWIS BRISBOIS BISGA	NOVEMBER 2024 MONTHLY RETAINER INVOICE	101-01-101-00000-522000	12/13/2024	238.86
3,688	SUMNER ONE INC.	COLOR OVERAGES	101-01-101-00000-534000	12/13/2024	225.18
3,548	AMY MCKEE	30" STEEL BARREL COVERS FOR PLAZA PARK	101-01-101-00000-539000	12/13/2024	240.00
3,553	Aramark Uniform Serv	NOVEMBER RUG SERVICE	101-01-101-00000-539000	12/13/2024	69.04
3,553	Aramark Uniform Serv	NOVEMBER RUG SERVICE	101-01-101-00000-539000	12/13/2024	69.04
3,584	Cooperative Response	BASEFEEANOV,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	101-01-101-00000-539000	12/13/2024	1,168.59
3,621	HIGHLAND CHAMBER OF	CHRISTMAS PARADE ENTRY FLOAT	101-01-101-00000-539000	12/13/2024	25.00
3,685	SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	101-01-101-00000-539000	12/13/2024	1,834.50
3,694	Third Millennium Ass	UTILITY BILL RENDERING	101-01-101-00000-539000	12/13/2024	965.98
3,622	Highland Communicati	HCS CHARGE- UTILITIES	101-01-101-00000-539050	12/13/2024	164.00
3,546	AMAZON CAPITAL SERVI	1 QTY 2025 DESK CALENDER 3PK	101-01-101-00000-541000	12/13/2024	19.50
3,546	AMAZON CAPITAL SERVI	3 -WALL CALENDAR, 2-PLASTIC BOX, 1- PLANNER,1-CALE	101-01-101-00000-541000	12/13/2024	51.92
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	101-01-101-00000-541000	12/13/2024	51.40
3,713	WEX BANK	NOVEMBER FUEL	101-01-101-00000-542000	12/13/2024	57.47
3,542	Ace Hardware	ACE OPERATING SUPPLIES	101-01-101-00000-543000	12/13/2024	94.99
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	101-01-101-00000-543000	12/13/2024	227.43
3,673	R P LUMBER CO INC	FOR XMAS FLOAT	101-01-101-00000-543000	12/13/2024	85.92
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	101-01-101-00000-543000	12/13/2024	69.55
3,542	Ace Hardware	ACE OPERATING SUPPLIES	101-01-101-00000-545000	12/13/2024	11.98
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-101-00000-553000	12/13/2024	215.38
				TOTAL	5,885.73
3,560	BHMG Engineers Inc	HIGHLAND ENVIRONMENTAL GENERAL SERVICE 2024	101-01-102-00000-523000	12/13/2024	1,253.21
3,689	Sunbelt Rentals Inc	1 QTY 14-16" LIFT BED TANDEM AXLE TRAILER	101-01-102-00000-534000	12/13/2024	104.50
3,700	TRUCK CENTERS INC	LABOR FOR SWEEPER- CHECK ENGINE LIGHT ON- S&A	101-01-102-00000-536000	12/13/2024	317.23
3,669	POWDER PLUS INC	BLAST & COAT WHEELS BLACK	101-01-102-00000-536010	12/13/2024	360.00
3,567	BUTLER SUPPLY INC	SONES FAN/LIGHT	101-01-102-00000-538000	12/13/2024	64.50
3,553	Aramark Uniform Serv	NOVEMBER UNIFORM AND RUG SERVICE	101-01-102-00000-539000	12/13/2024	34.27
3,553	Aramark Uniform Serv	NOVEMBER UNIFORM AND RUG SERVICE	101-01-102-00000-539000	12/13/2024	34.27
3,618	HANDLING SYSTEMS INC	PERFORMED 2024 ANNUAL CRANE & HOIST INSPECTION	101-01-102-00000-539000	12/13/2024	1,385.00
3,669	POWDER PLUS INC	BLAST & COAT PLATES BLACK	101-01-102-00000-539000	12/13/2024	80.00
3,622	Highland Communicati	HCS CHARGE- UTILITIES	101-01-102-00000-539050	12/13/2024	3.00
3,713	WEX BANK	NOVEMBER FUEL	101-01-102-00000-542000	12/13/2024	367.32
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-102-00000-543000	12/13/2024	243.70
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-102-00000-544000	12/13/2024	116.23
3,601	Fabick Power Systems	ELEMENTS, FILTERS	101-01-102-00000-545000	12/13/2024	118.41
3,664	O'Reilly Automotive	1 QTY AIR FILTER, 1 QTY AIR FILTER	101-01-102-00000-545000	12/13/2024	56.08
3,664	O'Reilly Automotive	2 QTY 1GALMTROIL,1 QTY 2.5GALMTROIL,BUTANE,ADJFLMT	101-01-102-00000-545000	12/13/2024	166.95
3,559	BEST ONE TIRE & SERV	TORQUE SPECS CHART	101-01-102-00000-546000	12/13/2024	20.00
3,597	EMAG RED BUD FD LLC	1-TUBE A, 1-CANNIS, 1-TUBE A-PD CAR #6	101-01-102-00000-546000	12/13/2024	446.69
3,649	MARTIN SMITH	A/C CONTROL PANEL	101-01-102-00000-546000	12/13/2024	300.00
3,664	O'Reilly Automotive	1 QTY BRK LIGHT SW	101-01-102-00000-546000	12/13/2024	49.29
3,664	O'Reilly Automotive	1 QTY STARTER	101-01-102-00000-546000	12/13/2024	147.53
3,664	O'Reilly Automotive	1 QTY OIL FILTER, AIR FILTER, 2 QTY WIPER BLADE	101-01-102-00000-546000	12/13/2024	21.74
3,664	O'Reilly Automotive	1 QTY OIL FILTER	101-01-102-00000-546000	12/13/2024	5.29
3,664	O'Reilly Automotive	1 QTY IGN COIL	101-01-102-00000-546000	12/13/2024	50.80
3,664	O'Reilly Automotive	1-AIR FILTER,OILFITLER,3-WIPER BLADE,6-SPARKPLUG	101-01-102-00000-546000	12/13/2024	116.26
3,664	O'Reilly Automotive	1 QTY STAT HSG ADY, 6 QTY 1GALANTIFREZ	101-01-102-00000-546000	12/13/2024	114.02
3,664	O'Reilly Automotive	1 QTY THERMOSTAT,1-OUTLET SEAL, OIL FILTER	101-01-102-00000-546000	12/13/2024	11.95
3,664	O'Reilly Automotive	1 QTY ALTERNATOR, MICRO-V BELT,BELT TENSNER	101-01-102-00000-546000	12/13/2024	224.12
3,664	O'Reilly Automotive	1 QTY WIPER BLADE	101-01-102-00000-546000	12/13/2024	9.03
3,664	O'Reilly Automotive	1 QTY WIPER BLADE RETURN	101-01-102-00000-546000	12/13/2024	-16.99
3,664	O'Reilly Automotive	1 QTY CORE RETURN CREDIT	101-01-102-00000-546000	12/13/2024	-27.00
3,664	O'Reilly Automotive	1 QTY WHEEL STEP	101-01-102-00000-547000	12/13/2024	137.21

3,664	O'Reilly Automotive	1 QTY HEAT GUN, 1 QTY HEAT SHRINK	101-01-102-00000-547000	12/13/2024	43.98
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-102-00000-553000	12/13/2024	215.38
			TOTAL		6,573.97
3,629	Illinois Municipal U	NOVEMBER TRAINING	101-01-104-00000-524000	12/13/2024	900.00
3,547	Ameren Illinois	EVERGREEN CT ST LITE	101-01-104-00000-533000	12/13/2024	71.31
3,586	D & R Cleaning Equip	PARTS & LABOR ON POWER WASHER	101-01-104-00000-536000	12/13/2024	234.30
3,612	GENE COX	CDL RENEWAL - G COX	101-01-104-00000-539000	12/13/2024	61.35
3,626	Huels Oil Co	NOVEMBER DIESEL FUEL	101-01-104-00000-542000	12/13/2024	550.14
3,713	WEX BANK	NOVEMBER FUEL	101-01-104-00000-542000	12/13/2024	376.02
3,546	AMAZON CAPITAL SERVI	3 -WALL CALENDAR, 2-PLASTIC BOX, 1- PLANNER,1-CALE	101-01-104-00000-543000	12/13/2024	26.98
3,546	AMAZON CAPITAL SERVI	3 QTY LED BULBS	101-01-104-00000-543000	12/13/2024	149.64
3,551	ANIXTER INC.	5 QTY WRENCH ADJ 8' PLASTIC DIP HNDL	101-01-104-00000-543000	12/13/2024	138.55
3,588	DECO SUPPLY	75 QTY GUARD ELECTROSTATIC ANIMAL 10' DIAMTER RED	101-01-104-00000-543000	12/13/2024	900.75
3,588	DECO SUPPLY	120 QTY INSULATOR PINS, 168 QTY INSULATOR SPOOLS	101-01-104-00000-543000	12/13/2024	934.32
3,588	DECO SUPPLY	STRANDWISE 5/16 QUICKIE 10M	101-01-104-00000-543000	12/13/2024	1,888.00
3,588	DECO SUPPLY	100 QTY GUARD GUY PVC 8' YELLOW	101-01-104-00000-543000	12/13/2024	326.00
3,603	Fletcher Reinhardt C	25 QTY 4 WAY LOADBREAK JUNCTION W/3 U-STRAPS	101-01-104-00000-543000	12/13/2024	4,874.00
3,603	Fletcher Reinhardt C	100 QTY CONNECTOR AL STIRRUP	101-01-104-00000-543000	12/13/2024	1,865.00
3,605	FROST ELECTRIC SUPPL	CAR CONDUIT END BELL, RIGID STEEL CONDUIT LOCKNUT	101-01-104-00000-543000	12/13/2024	207.55
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-104-00000-543000	12/13/2024	47.13
3,671	Power Line Supply	16 QTY BRACKET SECONDARY SINGLE WIRE	101-01-104-00000-543000	12/13/2024	1,194.40
3,721	Graybar	2 QTY ARIAL BULB CANVAS BAG	101-01-104-00000-543000	12/13/2024	201.76
3,721	Graybar	1000 QTY COATED SOFT DRAWN COPPER #4	101-01-104-00000-543000	12/13/2024	4,764.50
3,721	Graybar	12QTY-MG-X-CE SECPEDSTAL, 50 QTY-CARETAKER LIGHT	101-01-104-00000-543000	12/13/2024	8,030.08
3,551	ANIXTER INC.	11 QTY ELECTRIC RETEST SLEEVES	101-01-104-00000-544000	12/13/2024	185.35
3,671	Power Line Supply	QUOTE # 12810497	101-01-104-00000-544000	12/13/2024	150.00
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	101-01-104-00000-546000	12/13/2024	28.98
3,664	O'Reilly Automotive	1 QTY OIL FITLER, 1 QTY AIR FILTER	101-01-104-00000-546000	12/13/2024	81.52
3,546	AMAZON CAPITAL SERVI	1 QTY COMPRESSED AIR DUSTER MINI BLOWER	101-01-104-00000-547000	12/13/2024	59.99
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	101-01-104-00000-553000	12/13/2024	215.39
3,546	AMAZON CAPITAL SERVI	14 QTY 3PK LED PARKING LOT LIGHTS	101-01-104-00000-555000	12/13/2024	3,834.26
			TOTAL		32,297.27
3,583	Constellation NewEne	GAS SERVICE	111-05-111-00000-533000	12/13/2024	0.79
3,553	Aramark Uniform Serv	NOVEMBER RUG SERVICE	111-05-111-00000-539000	12/13/2024	74.76
3,553	Aramark Uniform Serv	NOVEMBER RUG SERVICE	111-05-111-00000-539000	12/13/2024	74.76
3,568	CALIX INC.	CLOUD FOUNDATION - SOLUTION/SUPPORT DECEMBER 2024	111-05-111-00000-539000	12/13/2024	468.06
3,716	William F. Brockman	HCS PARADE CANDY- CHRISTMAS PARADE	111-05-111-00000-539000	12/13/2024	282.75
3,541	4 IMPRINT	500 QTY JAVA JACKET - LARGE- LOW QTY	111-05-111-00000-539033	12/13/2024	319.07
3,546	AMAZON CAPITAL SERVI	2 QTY BRITRIO LED NEON LIGHT SIGN	111-05-111-00000-539033	12/13/2024	44.14
3,546	AMAZON CAPITAL SERVI	1 QTY WEEKSUN POOL TOYS 5PKS BEACH BALLS	111-05-111-00000-539033	12/13/2024	29.79
3,593	Drive Social Media	SOCIAL- GETTING STARTED	111-05-111-00000-539033	12/13/2024	2,000.00
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	111-05-111-00000-539033	12/13/2024	39.59
3,718	Zobrist Signs	RT 143 NORTH BY BUSEY BANK	111-05-111-00000-539033	12/13/2024	100.00
3,616	GREAT LAKES DATA SYS	SMS OUTBOUND MESSAGING FEES	111-05-111-00000-539050	12/13/2024	150.00
3,622	Highland Communicati	HCS SERVICE- HCS	111-05-111-00000-539050	12/13/2024	415.00
3,725	Missouri Network All	DECEMBER BLUEBIRD NETWORK	111-05-111-00000-539051	12/13/2024	452.42
3,614	GRAY MEDIA GROUP LLC	NOVEMBER SUBCRIBERS KMOV-D2	111-05-111-00000-539052	12/13/2024	1,205.40
3,614	GRAY MEDIA GROUP LLC	NOVEMBER SUBCRIBERS KMOV-D3	111-05-111-00000-539052	12/13/2024	103.32
3,614	GRAY MEDIA GROUP LLC	NOVEMBER SUBCRIBERS KMOV-D1	111-05-111-00000-539052	12/13/2024	6,888.00
3,719	4COM Inc	DECEMBER 2024 PROGRAMMING	111-05-111-00000-539052	12/13/2024	58,254.92
3,726	NEXSTAR BROADCASTING	NOVEMBER VIDEO CONTENT FEE KPLR-CW	111-05-111-00000-539052	12/13/2024	2,643.27
3,726	NEXSTAR BROADCASTING	NOVEMBER VIDEO CONTENT FEE KTVI-FOX	111-05-111-00000-539052	12/13/2024	7,120.47
3,726	NEXSTAR BROADCASTING	NOVEMBER VIDEO CONTENT FEE NEWSNATION	111-05-111-00000-539052	12/13/2024	568.26
3,728	SINCLAIR BROADCAST	AUGUST 2024 SUBSCRIBERS COUNTS	111-05-111-00000-539052	12/13/2024	6,992.73
3,728	SINCLAIR BROADCAST	SEPTEMBER 2024 SUBSCRIBERS COUNTS	111-05-111-00000-539052	12/13/2024	7,081.80
3,728	SINCLAIR BROADCAST	OCTOBER 2024 SUBSCRIBERS COUNTS	111-05-111-00000-539052	12/13/2024	7,065.52
3,728	SINCLAIR BROADCAST	NOVEMBER 2024 SUBSCRIBERS COUNTS	111-05-111-00000-539052	12/13/2024	7,008.54
3,725	Missouri Network All	DECEMBER BLUEBIRD NETWORK	111-05-111-00000-539053	12/13/2024	12,708.00
3,725	Missouri Network All	DECEMBER BLUEBIRD NETWORK	111-05-111-00000-539056-	12/13/2024	5,007.30
3,568	CALIX INC.	QSF28 - OPTICAL TRANSCEIVER	111-05-111-00000-539200	12/13/2024	5,412.56
3,568	CALIX INC.	2 QTY OSFP28-OPTICAL TRANSCEIVER - CREDIT RETURN	111-05-111-00000-539200	12/13/2024	-5,395.50
3,616	GREAT LAKES DATA SYS	BROADHUB SOFTWARE SUPPORT	111-05-111-00000-539300	12/13/2024	1,254.00
3,626	Huels Oil Co	NOVEMBER DIESEL FUEL	111-05-111-00000-542000	12/13/2024	113.61
3,713	WEX BANK	NOVEMBER FUEL	111-05-111-00000-542000	12/13/2024	235.67
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	111-05-111-00000-543000	12/13/2024	30.86
3,546	AMAZON CAPITAL SERVI	2-HOOK SOCKET,4-RED LIGHT PEN FIBER OPTIC	111-05-111-00000-547000	12/13/2024	186.10
3,546	AMAZON CAPITAL SERVI	1-TWINAX CABLE,1-TRANSCEIVER,1-SMART SWITCH	111-05-111-00000-547000	12/13/2024	1,945.06
3,615	Graybar	G4GY-03 TELECRATER FLEX CLIPS	111-05-111-00000-547000	12/13/2024	86.50
3,706	Vantage Point Soluti	TT20379-CONFIGURING SCHOOL & BUSINESS VLANS & LANS	111-05-111-00000-547000	12/13/2024	1,125.00
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	111-05-111-00000-553000	12/13/2024	215.39
3,568	CALIX INC.	GP4201X - ONT	111-05-111-00000-553001-	12/13/2024	402.03
3,670	POWER & TELEPHONE	907D CLAMP DROP WIRE 1-2PR	111-05-111-00000-547000	12/13/2024	444.00
			TOTAL		133,153.94
3,583	Constellation NewEne	GAS SERVICE	201-02-201-00000-533000	12/13/2024	12.94
3,584	Cooperative Response	BASEFEEANOV,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	201-02-201-00000-539000	12/13/2024	125.20
3,684	SPATIAL CONNECTIONS	CUSTOM WEBMAP SUBSCRIPTION SERVICES/WEBSITE DESIGN	201-02-201-00000-539000	12/13/2024	65.00
3,685	SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	201-02-201-00000-539000	12/13/2024	733.80
3,694	Third Millennium Ass	UTILITY BILL RENDERING	201-02-201-00000-539000	12/13/2024	322.00
			TOTAL		1,258.94
3,555	AUSTEN ZIMMER	REIM SWCWPOA TRAINING 12/04/24- A ZIMMER	201-02-202-00000-524000	12/13/2024	15.00
3,610	GARY PUGH	REIM SWCWPOA TRAINING 12/04/24- G PUGH	201-02-202-00000-524000	12/13/2024	15.00
3,583	Constellation NewEne	GAS SERVICE	201-02-202-00000-533000	12/13/2024	7.12
3,659	MIDWEST OCCUPATIONAL	DANIELLE S. - FIT TEST - QUANTITATIVE	201-02-202-00000-539000	12/13/2024	36.00
3,659	MIDWEST OCCUPATIONAL	AUSTEN Z. - FIT TEST - QUANTITATIVE	201-02-202-00000-539000	12/13/2024	36.00

3,659	MIDWEST OCCUPATIONAL	GARY P- RESPIRATOR PHYSICAL, FIT TEST-QUANTITATIVE	201-02-202-00000-539000	12/13/2024	121.00
3,722	Hach Company	MAINTENANCE SERVICE CONTRACT 12/2024 - 11/2025	201-02-202-00000-539000	12/13/2024	11,667.00
3,622	Highland Communicati	HCS CHARGES - WTP	201-02-202-00000-539050	12/13/2024	119.66
3,713	WEX BANK	NOVEMBER FUEL	201-02-202-00000-542000	12/13/2024	66.44
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	201-02-202-00000-543000	12/13/2024	64.95
3,613	Grainger	BOTTLE, 92 MM H, CLEAR, 40MM DIA, PK 6	201-02-202-00000-543000	12/13/2024	20.60
3,613	Grainger	STIR BAR, 19.05 MM L, 9.52 MM DIA., CYL	201-02-202-00000-543000	12/13/2024	59.17
3,691	Teklab Inc	LAB TESTING	201-02-202-00000-543000	12/13/2024	109.80
3,546	AMAZON CAPITAL SERVI	7-LS T-SHIRTS, 2- POCKET T-SHIRTS, 1- WRENCH RACK	201-02-202-00000-544000	12/13/2024	257.91
3,555	AUSTEN ZIMMER	REIM -RURAL KING- COAT- A ZIMMER	201-02-202-00000-544000	12/13/2024	112.49
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-202-00000-544000	12/13/2024	63.17
3,542	Ace Hardware	ACE OPERATING SUPPLIES	201-02-202-00000-545000	12/13/2024	142.82
3,546	AMAZON CAPITAL SERVI	7-LS T-SHIRTS, 2- POCKET T-SHIRTS, 1- WRENCH RACK	201-02-202-00000-545000	12/13/2024	17.99
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-202-00000-545000	12/13/2024	332.13
3,563	Brenntag Mid South I	WATERCARB 800 PWD 50# BAG 3300# ORDER# 4370161-00	201-02-202-00000-549000	12/13/2024	3,894.00
3,563	Brenntag Mid South I	CHLORINE 2000# CYL ORDER # 4371116-000	201-02-202-00000-549000	12/13/2024	2,020.00
3,572	CHEMSTREAM INC	ALKA-TRETE 500	201-02-202-00000-549000	12/13/2024	6,222.00
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-202-00000-553000	12/13/2024	215.39
TOTAL					25,615.64
3,579	City Petty Cash	REIM- TREVOR ISSAK - CDL CLASS A LICENSE	201-02-203-00000-524000	12/13/2024	30.00
3,691	Teklab Inc	COLIFORM, TOTAL MEMBRANE FILTER	201-02-203-00000-539023	12/13/2024	233.20
3,622	Highland Communicati	HCS CHARGES - W & S	201-02-203-00000-539050	12/13/2024	2.00
3,626	Huels Oil Co	NOVEMBER DIESEL FUEL	201-02-203-00000-542000	12/13/2024	108.01
3,713	WEX BANK	NOVEMBER FUEL	201-02-203-00000-542000	12/13/2024	265.09
3,542	Ace Hardware	ACE OPERATING SUPPLIES	201-02-203-00000-543000	12/13/2024	9.52
3,546	AMAZON CAPITAL SERVI	1 QTY ACROPRINT REPLACEMENT RIBBON	201-02-203-00000-543000	12/13/2024	6.97
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	201-02-203-00000-543000	12/13/2024	163.75
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-543000	12/13/2024	197.81
3,641	KIRCHNER BUILDING	CM80 - CONCRETE MIX 80#	201-02-203-00000-543000	12/13/2024	16.31
3,582	COMPUSTITCH SCREEN P	W&S: 2 SHIRTS, WRF: 7 SHIRTS	201-02-203-00000-544000	12/13/2024	9.00
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-544000	12/13/2024	162.88
3,594	EJ EQUIPMENT INC.	ADAPTER 12 PIN	201-02-203-00000-545000	12/13/2024	119.25
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	201-02-203-00000-545000	12/13/2024	68.61
3,636	Kalmer Landscape Sup	TOPSOIL	201-02-203-00000-545000	12/13/2024	16.34
3,658	MIDWEST MUNICIPAL SU	12" X 20" X 1/8" THICK EPDM RUBBER	201-02-203-00000-545000	12/13/2024	333.18
3,675	Red E Mix LLC	FLATWORK, 4" RUBBER EXP., LD CHG. 4 CY, \$161 P/CY	201-02-203-00000-545000	12/13/2024	351.87
3,651	McKay Auto Parts Inc	CONNECTOR	201-02-203-00000-546000	12/13/2024	7.50
3,662	Northtown Auto & Tra	2 GOLD BATTERIES	201-02-203-00000-546000	12/13/2024	180.84
3,662	Northtown Auto & Tra	TRAILER OIL SEAL, DIESEL FUEL SUPLEMNT	201-02-203-00000-546000	12/13/2024	29.66
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	201-02-203-00000-553000	12/13/2024	215.39
TOTAL					2,527.18
3,584	Cooperative Response	BASEFEEANOV,CRCAGENT,CRCAGENTDIALOUT,CRCLINKUSE	301-03-301-00000-539000	12/13/2024	125.21
3,684	SPATIAL CONNECTIONS	CUSTOM WEBMAP SUBSCRIPTION SERVICES/WEBSITE DESIGN	301-03-301-00000-539000	12/13/2024	65.00
3,685	SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	301-03-301-00000-539000	12/13/2024	733.80
3,694	Third Millennium Ass	UTILITY BILL RENDERING	301-03-301-00000-539000	12/13/2024	322.00
3,622	Highland Communicati	HCS CHARGES - PWA	301-03-301-00000-539050	12/13/2024	225.00
TOTAL					1,471.01
3,579	City Petty Cash	REIM- TREVOR ISSAK - CDL CLASS A LICENSE	301-03-303-00000-524000	12/13/2024	30.00
3,622	Highland Communicati	HCS CHARGES - W & S	301-03-303-00000-539050	12/13/2024	2.00
3,626	Huels Oil Co	NOVEMBER DIESEL FUEL	301-03-303-00000-542000	12/13/2024	108.02
3,542	Ace Hardware	ACE OPERATING SUPPLIES	301-03-303-00000-543000	12/13/2024	42.66
3,546	AMAZON CAPITAL SERVI	1 QTY ACROPRINT REPLACEMENT RIBBON	301-03-303-00000-543000	12/13/2024	6.98
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	301-03-303-00000-543000	12/13/2024	163.75
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-543000	12/13/2024	90.44
3,641	KIRCHNER BUILDING	CM80 - CONCRETE MIX 80#	301-03-303-00000-543000	12/13/2024	16.30
3,582	COMPUSTITCH SCREEN P	W&S: 2 SHIRTS, WRF: 7 SHIRTS	301-03-303-00000-544000	12/13/2024	9.00
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-544000	12/13/2024	162.89
3,594	EJ EQUIPMENT INC.	ADAPTER 12 PIN	301-03-303-00000-545000	12/13/2024	119.26
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-303-00000-545000	12/13/2024	68.63
3,636	Kalmer Landscape Sup	TOPSOIL	301-03-303-00000-545000	12/13/2024	16.33
3,675	Red E Mix LLC	FLATWORK, 4" RUBBER EXP., LD CHG. 4 CY, \$161 P/CY	301-03-303-00000-545000	12/13/2024	351.88
3,651	McKay Auto Parts Inc	CONNECTOR	301-03-303-00000-546000	12/13/2024	7.49
3,662	Northtown Auto & Tra	2 GOLD BATTERIES	301-03-303-00000-546000	12/13/2024	180.84
3,662	Northtown Auto & Tra	TRAILER OIL SEAL, DIESEL FUEL SUPLEMNT	301-03-303-00000-546000	12/13/2024	29.66
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-303-00000-553000	12/13/2024	215.39
TOTAL					1,621.52
3,628	Illinois Electric In	BLOWER CHECK VALVE REPLACEMENT FOR DIGESTER	301-03-304-00000-536000	12/13/2024	2,400.00
3,622	Highland Communicati	HCS CHARGES - WRF	301-03-304-00000-539050	12/13/2024	149.99
3,713	WEX BANK	NOVEMBER FUEL	301-03-304-00000-542000	12/13/2024	122.30
3,542	Ace Hardware	ACE OPERATING SUPPLIES	301-03-304-00000-543000	12/13/2024	5.00
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	301-03-304-00000-543000	12/13/2024	18.03
3,704	USA Blue Book	DPD 4 FOR 10 ML SAMPLE: HACK PK OF 100	301-03-304-00000-543000	12/13/2024	155.22
3,582	COMPUSTITCH SCREEN P	W&S: 2 SHIRTS, WRF: 7 SHIRTS	301-03-304-00000-544000	12/13/2024	63.00
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-304-00000-544000	12/13/2024	83.94
3,578	CITY OF HIGHLAND	MTN/REPAIR - SKID LOADER CAT 289D	301-03-304-00000-545000	12/13/2024	325.01
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-304-00000-545000	12/13/2024	9.99
3,662	Northtown Auto & Tra	CHLOR. BRK CLNR, GREASE FITTIN	301-03-304-00000-545000	12/13/2024	18.35
3,664	O'Reilly Automotive	ANTIFREEZE, SYNPOWER 5-20 MOTOR OIL	301-03-304-00000-546000	12/13/2024	45.46
3,634	JOHN DEERE FINANCIAL	HIGHLAND RURAL KING OPERATING ACCOUNT	301-03-304-00000-547000	12/13/2024	77.96
3,707	Village Locksmith	PADLOCKS KEYS - WRF & S&A	301-03-304-00000-547000	12/13/2024	270.60
3,702	TYLER TECHNOLOGIES I	SOFTWARE SPLIT	301-03-304-00000-553000	12/13/2024	215.39
TOTAL					3,960.24
3,668	PIERSON FERDINAND	LABOR AND EMPLOYMENT COUNSELING	401-20-401-00000-522000	12/13/2024	51.00

3,724	LEWIS BRISBOIS BISGA	NOVEMBER 2024 MONTHLY RETAINER INVOICE	401-20-401-00000-522000	12/13/2024	179.15
3,590	DEVIN RANDALL	REIM PARAMEDIC LICENSE FEE - D RANDALL	401-20-401-00000-524000	12/13/2024	60.00
3,703	U.S. BANK EQUIPMENT	COPIER USAGE/LEASE	401-20-401-00000-534000	12/13/2024	168.35
3,657	MICK'S GARAGE INC.	AMBULANCE INSPECTION #1542	401-20-401-00000-536010	12/13/2024	39.00
3,556	AUTUMN R O'REILLY	AMBULANCE OVERPAYMNET - AUTUMN R O'REILLY	401-20-401-00000-539025	12/13/2024	50.00
3,546	AMAZON CAPITAL SERVI	1-YELLOW,MAGENTA,CYAN,BLACK TONER CARTRIDGE	401-20-401-00000-541000	12/13/2024	370.74
3,626	Huels Oil Co	NOVEMBER DIESEL FUEL	401-20-401-00000-542000	12/13/2024	156.99
3,713	WEX BANK	NOVEMBER FUEL	401-20-401-00000-542000	12/13/2024	279.59
3,544	Airgas USA LLC	OXYGEN	401-20-401-00000-543000	12/13/2024	295.96
3,561	Bound Tree Medical	EMS SUPPLIES	401-20-401-00000-543000	12/13/2024	658.73
3,577	City Of Highland	NOVEMBER CENTRAL PURCHASING	401-20-401-00000-543000	12/13/2024	211.97
3,710	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	401-20-401-00000-543000	12/13/2024	150.22
TOTAL					2,671.70
3,685	SPRINGBROOK HOLDING	CIVICPAY TRANSACTION FEE	713-04-713-00000-539000	12/13/2024	366.90
3,694	Third Millennium Ass	UTILITY BILL RENDERING	713-04-713-00000-539000	12/13/2024	322.01
TOTAL					688.91
GRAND TOTAL					491,876.10

Accepted by City Council December 16, 2024

Mayor:

Clerk: