

**AGENDA
SPECIAL SESSION
HIGHLAND CITY COUNCIL
HIGHLAND CITY HALL
1115 BROADWAY
MONDAY, MAY 5, 2025
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 April 21, 2025 Regular Session (attached)
- B. **MOTION** – Approve Minutes of April 21, 2025 Executive Session

SWEARING IN: Pursuant to Article III, Division 1, Section 2-53 of the Code of Ordinances, City Clerk Barbara Bellm will administer the official oath of office to the recently-elected and re-elected officials in the following order: Mayor Kevin B. Hemann, Councilwoman Peggy Bellm, and Councilman Garry Klaus. Mayor Hemann will then administer the oath of office to recently-re-elected City Clerk Barbara Bellm (attached)

As there were no candidates for election of a City Treasurer, a vacancy occurs in that position.

ADJOURNMENT:

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
MONDAY, MAY 5, 2025
(Immediately following adjournment of Special Session)**

CALL TO ORDER / ROLL CALL:

PROCLAMATION:

Mayor Hemann will read a document proclaiming the month of May as Motorcycle Awareness Month.

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:

Continued

C. Staff Reports:

1. Review of Purchasing/Procurement Policies – City Manager Chris Conrad (attached)
2. Modifications to Existing Indefeasible Right of Usage With Bluebird – Director Angela Imming
3. Fiscal Year 2025 EMS Report – Chief Brian Wilson (attached)
4. Farewell Address – Director of Parks & Recreation Mark Rosen

UNFINISHED BUSINESS:

- A. **MOTION** – Bill #25-45/RESOLUTION Approving and Authorizing a Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space at Rinderer Park Between City of Highland and Tammy Nelson-Burris (attached)

NEW BUSINESS:

- A. **MOTION** – Approve Mayor’s Appointment of Neill Nicolaides to Fill the Vacancy in the Position of City Treasurer (attached)

SWEARING IN: City Clerk Bellm will swear-in newly appointed City Treasurer Neill Nicolaides

NEW BUSINESS (continued):

- B. **MOTION** – Approve Mayor’s Appointment of Marvin Asher to the Parks and Recreation Advisory Commission (attached)
- C. **MOTION** – Approve Mayor’s Appointment of Ben Eberwein to the Industrial Development Commission (attached)
- D. **MOTION** – Approve Mayor’s Reappointment of Jim Meridith, Diane Korte-Lindsey, Kurt Vonder Haar and Marshall Rinderer to the Industrial Development Commission (attached)
- E. **MOTION** – Approve Mayor’s Reappointment of Darren Twyford to the Police Pension Board (attached)
- F. **MOTION** – Approve Transfer of Graves in Cemetery from Tanis J. Houseman to Jill Lawson (attached)
- G. **MOTION** – Bill #25-50/RESOLUTION Waiving Competitive Bidding Requirement and Authorizing Purchase of Meter Communication Modules with Associated Licenses From Tantalus Systems, Inc. (attached)
- H. **MOTION** – Bill #25-51/RESOLUTION Waiving Competitive Bidding Requirement and Authorizing Purchase of ITRON Electric Meters from Anixter Power Solutions, LLC (attached)
- I. **MOTION** – Bill #25-52/RESOLUTION Waiving Competitive Bidding Requirement and Approving and Authorizing the Purchase of a New 2025 Ram 1500 for the Light and Power Department From McGinley Inc. Through Stellantis for \$48,202.00, Through the National Government Joint Purchasing Program (attached)

Continued

- J. **MOTION** – Bill #25-53/ORDINANCE Declaring Personal Property of the City of Highland Surplus And Authorizing its Sale and/or Disposal, Specifically Property From the Fire Department (attached)
- K. **MOTION** – Bill #25-54/RESOLUTION Waiving Competitive Bidding Requirement and Approving And Authorizing the Purchase of a New 2025 Ram 1500 4X4 Truck for The Police Department From McGinley Inc. Through Stellantis for \$50,865.00, Through the National Government Joint Purchasing Program (attached)
- L. **MOTION** – Bill #25-55/RESOLUTION Waiving Competitive Bidding Requirement and Approving and Authorizing the Purchase of a New 2025 Jeep Grand Cherokee for the Police Department From McGinley Inc. Through Stellantis for \$40,830.00, Through the National Government Joint Purchasing Program (attached)
- M. **MOTION** – Bill #25-56/ORDINANCE Authorizing the Execution of a Commercial Real Estate Sales Contract with DJR Properties LLC for Property Located at PIN: 01-2-24-05-07-202-017 and PIN: 01-2-24-05-07-202-016 (attached)
- N. **MOTION** – Bill #25-57/RESOLUTION Approving and Authorizing the Execution of a Proposal for Preliminary Engineering Services with Oates Associates, Inc., for Main Street and Pine Street Parking Lot Expansion, PW-05-25 (attached)
- O. **MOTION** – Approve Notice of Municipal Letting, Bid # PW-06-25, for Pavement Marking 2025 (attached)
- P. **MOTION** – Approve Notice of Municipal Letting for Motor Fuel Tax Maintenance Materials (MFT Section 26-00000-00-GM) (attached)
- Q. **MOTION** – Bill #25-58/RESOLUTION Approving Application and Awarding Certain Financial Incentives Under the City of Highland Façade Improvement Program To Altadonna Properties, LLC for 1108 Broadway, Highland, Illinois (attached)
- R. **MOTION** – Bill #25-59/RESOLUTION Appointing Lashly & Baer, P.C. as City Attorneys/Corporate Counsel for the City of Highland, Illinois (attached)
- S. **MOTION** – Bill #25-60/RESOLUTION Approving and Authorizing the Execution of the Legal Services Agreement Related to the AFFF Product Liability Litigation (attached)
- T. **MOTION** – Bill #25-61/RESOLUTION Issuing a “F” Liquor License to The Sweet Spot, Pursuant to Chapter 6, of the Code of Ordinances, City of Highland, Entitled Alcoholic Liquor (attached)

Continued

REPORTS:

A. **MOTION** – Accepting Expenditures Reports #1289 for April 19, 2025 through May 2, 2025 (attached)

EXECUTIVE SESSION:

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

ADJOURNMENT:



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimbürger, ADA Coordinator, by 9:00 AM on Monday, May 5, 2025.

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.

CANVASS CERTIFICATION

I, Linda A. Andreas, County Clerk of the County of Madison, State of Illinois do hereby certify that the attached Election results are a true and correct tabulation of the votes cast in the various precincts at the Consolidated Election held on April 1, 2025, for the Candidates and Referendum herein set forth.

Dated: April 21, 2025

 _____, Madison County Clerk

 _____, Republican Canvass Board Member

 _____, Democratic Canvass Board Member

JURISDICTIONAL CANVASS

CITY OF HIGHLAND

OFFICIAL RESULTS

	VOTES	PERCENT		VOTES	PERCENT
01 = BALLOTS CAST	982		CITY TREASURER - HIGHLAND CITY OF HIGHLAND		
MAYOR - HIGHLAND CITY OF HIGHLAND			(VOTE FOR) 1		
(VOTE FOR) 1			08 = NO CANDIDATE (N~P)	0	
02 = KEVIN B. HEMANN (N~P)	868	100.00	09 = OVER VOTES	0	
03 = OVER VOTES	0		10 = UNDER VOTES	982	
04 = UNDER VOTES	114		COUNCILMAN - HIGHLAND CITY OF HIGHLAND		
CITY CLERK - HIGHLAND CITY OF HIGHLAND			(VOTE FOR) 2		
(VOTE FOR) 1			11 = PEGGY A. BELLM (N~P)	641	39.99
05 = BARBARA BELLM (N~P)	845	100.00	12 = GARRY KLAUS (N~P)	544	33.94
06 = OVER VOTES	0		13 = CHRISTOPHER M. FREIMANN (N~P)	418	26.08
07 = UNDER VOTES	137		14 = OVER VOTES	1	
			15 = UNDER VOTES	359	

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
0102 HELVETIA 02	141	125	0	16	117	0	24	0	0	141	93	67	64	0	58
0103 HELVETIA 03	139	121	0	18	116	0	23	0	0	139	90	83	60	0	45
0104 HELVETIA 04	115	100	0	15	97	0	18	0	0	115	73	67	56	0	34
0105 HELVETIA 05	120	108	0	12	109	0	11	0	0	120	78	62	49	1	49
0106 HELVETIA 06	148	138	0	10	141	0	7	0	0	148	102	85	55	0	54
0201 SALINE 01	137	122	0	15	116	0	21	0	0	137	87	77	62	0	48
0204 SALINE 04	46	37	0	9	33	0	13	0	0	46	30	27	20	0	15
0205 SALINE 05	136	117	0	19	116	0	20	0	0	136	88	76	52	0	56



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad-City Manager

Date: May 5, 2025

Re: Annual Purchasing Policy Discussion

Purchasing policy: This is our annual discussion on the purchasing policy. There have been no State law changes that would impact our internal purchasing policies and we have no suggestions for any changes in policy for you to consider.

To review:

- Directors have authority to approve all purchases under \$1,500;
- \$1,500-\$24,999: Requires both the Director and CM to approve
- \$25K and above must have the Director, CM and Council approval
- Quotes and pricing:
 - For amounts under \$1,500, directors are encouraged to get verbal quotes at least once a year.
 - \$1,500-\$5,000: must have at least 3 verbal quotes and documented on the purchase request form.
 - \$5K-\$24K: Must have 3 written quotes and attached to the purchase request.
 - \$25K and above, must be competitively bid or fall under one of the exceptions discussed below.
- Joint Purchasing:
 - Per state statute, Municipal governments can purchase items either through the State Bid or through approved purchasing consortiums without having to obtain quotes or competitively bid the purchase. The state bid or consortium pricing is considered the public bid/quoting process. A list of the state bid contracts and approved purchasing consortiums are maintained by the Office of the Chief Procurement Officer for the State of Illinois. An example would be computer servers. Because of the amount, these still require council approval.
- Sole Source purchases: These do not require competitive bids or quotes but still require council approval if over \$25K. This exemption exists for the following reasons:
 - The purchase is for equipment for which there is no comparable or competitive product or is only available from one supplier.
 - Purchase is from a public utility, natural gas or other regulated monopoly
 - The purchase is for a component or replacement part for which there is no commercially available substitute and which can only be obtained from the manufacturer or a single supplier.
 - It is the purchase of an item where compatibility is the overriding consideration, such as computer software or the meters for our electrical system.
 - A used item that becomes immediately available and is subject to prior sale.

Highland EMS

Fiscal Year 2025 Report



OVERVIEW

In May of 2024, Highland EMS was forced to reduce service to the public by 50%, reducing full time staff from 16 personnel to 8, and from operating two full time ambulances daily down to one per day.

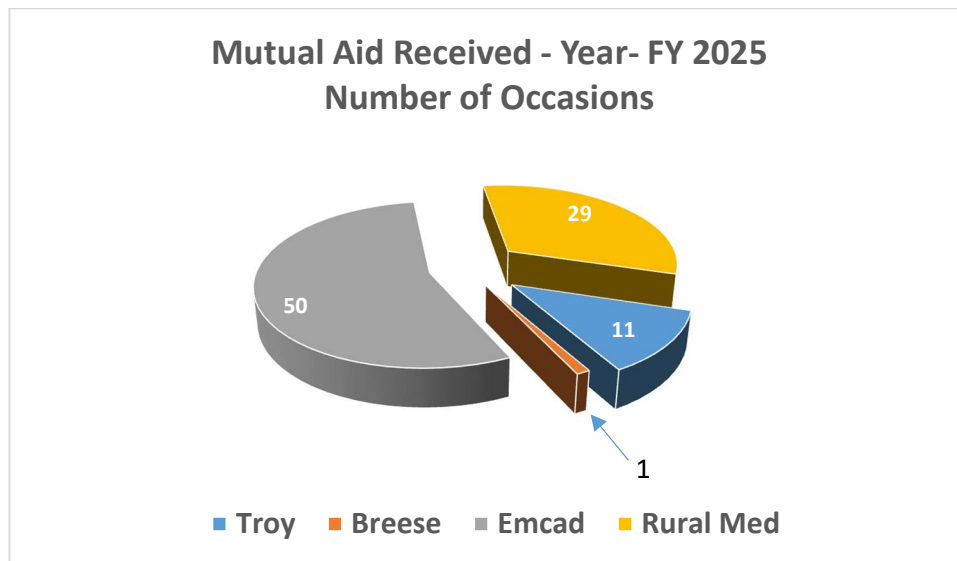
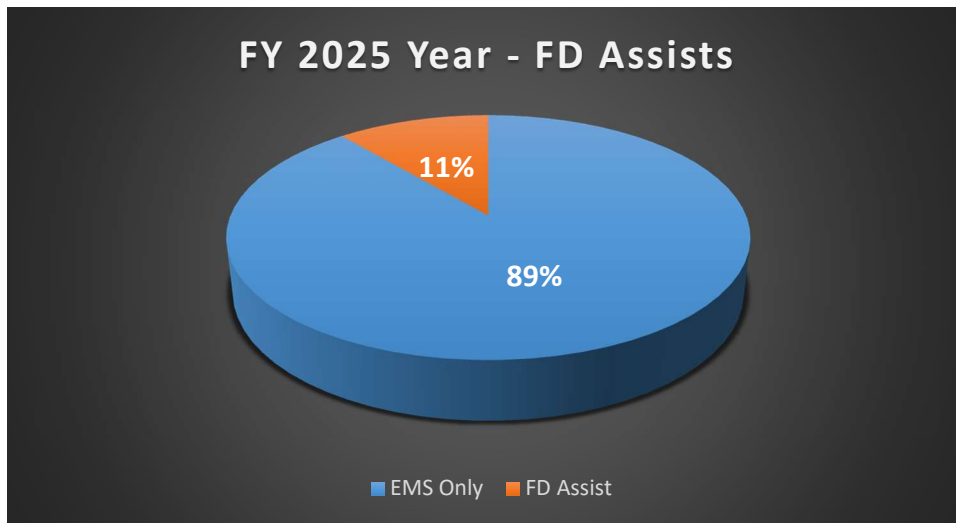
This became necessary when the five surrounding districts opted to find another EMS provider rather than continue to contract with Highland EMS for EMS service. The departure of these districts resulted in an immediate reduction in operating funds by more than \$500,000 per year.

Based on this information, Highland EMS had to adjust operations in order to maintain the best possible service to the citizens of Highland. This included creating mutual aid plans with our surrounding EMS providers for times when our ambulance is already on a call. It also required us to cease patient transfers from St Joseph's Hospital to other, outlying hospitals, as has been done traditionally for many years. As an additional safeguard to ensure an immediate response to subsequent EMS calls when our ambulance may already be committed to another call, was to dispatch first responders from the Highland Fire Department to begin patient care as soon as possible while an ambulance responds from an outside agency. Data within this report will highlight the incidences as described above.

We believe that we have continued to provide a high level of care to the citizens of Highland, despite the reductions that we could not avoid. All requests for EMS services were answered, even at times other calls were already in progress.

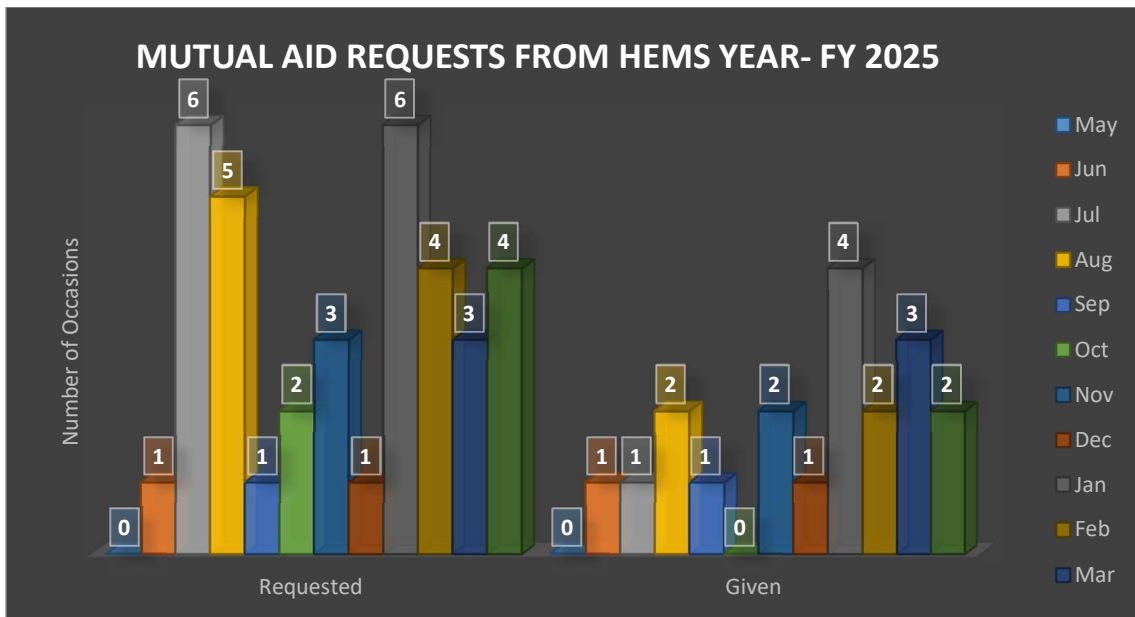
EMS CALLS

From May 1, 2024 through April 30, 2025, Highland EMS received 1387 total calls for service. (This compares to 2618 calls for EMS service in the previous fiscal year, when the response area was much larger.) EMS responded to 1141 of those calls. Fire provided supplemental manpower or first response to calls on 155 occasions. Mutual aid ambulances responded to Highland on 91 occasions.



MUTUAL AID PROVIDED

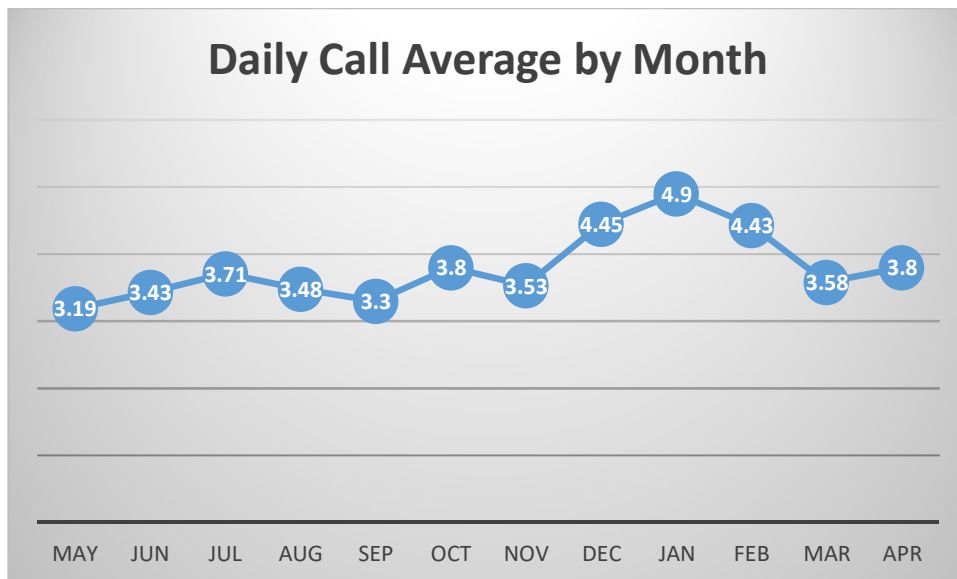
In order to ensure that people in need are not left without service, and to maintain good standing in partnerships when we need assistance, Highland EMS provided mutual aid to our immediately adjoining neighbors on 19 occasions. We were requested for mutual aid to other agencies for reasons other than EMS calls. Those calls were declined in order to keep our on duty resources in Highland.



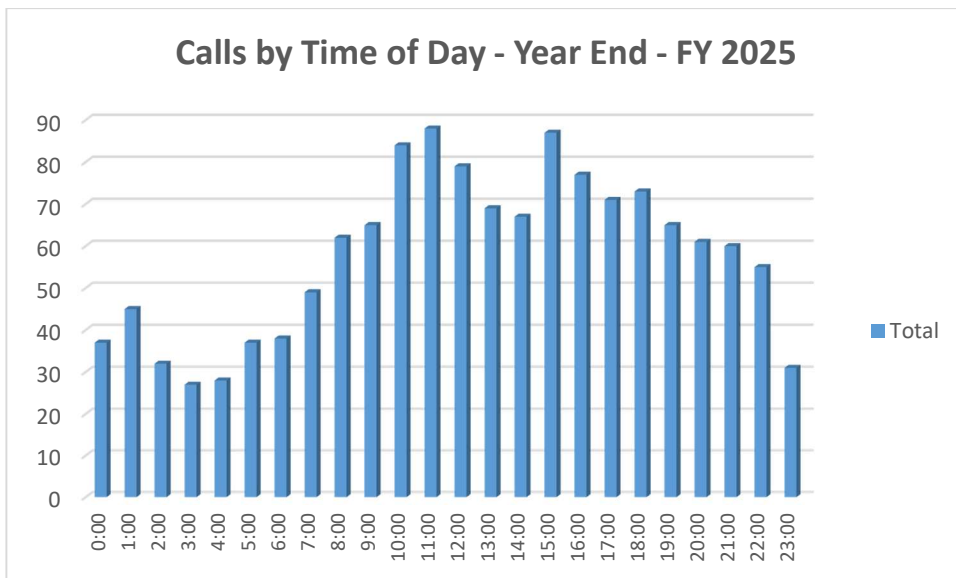
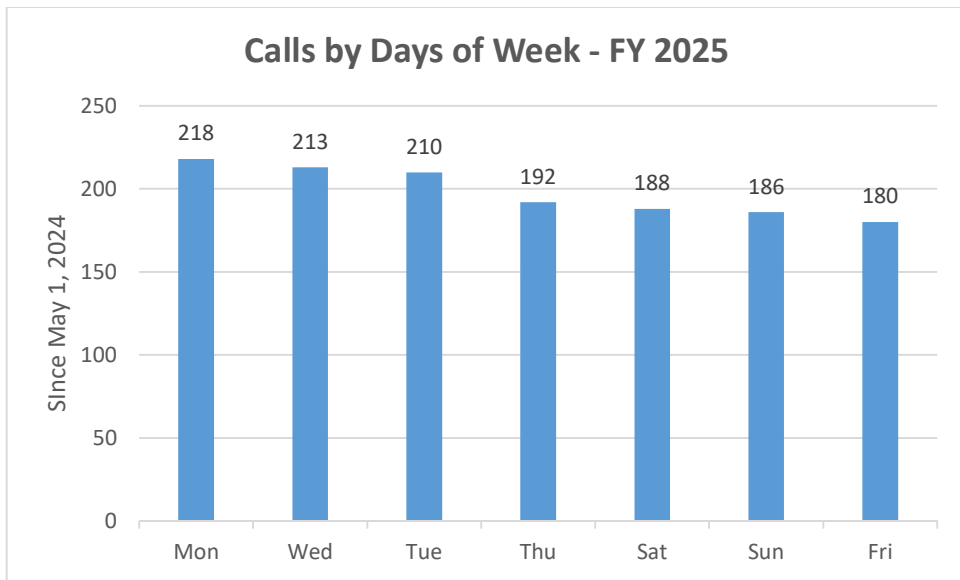
Highland EMS has a strict policy for providing mutual aid to specific agencies for specific reasons. This was obviously necessary due to our limited resources on duty. We will only provide mutual aid to the immediately adjoining communities of Highland Pierron, Grantfork and St. Jacob. Other outlying communities have more alternatives from which to receive mutual aid assistance from than do these three, taking travel time into consideration. Highland EMS will only provide mutual aid directly to the scene of an emergency and will not stand by in an empty fire station in another community.

STATISTICAL STUDIES

We routinely monitor statistics related to our calls, watching for trends that may develop, that might put additional strain on the service or require other adjustments. For example, we closely watch the average number of calls per day. This will tell us if/when supplemental staffing may be required. You will quickly note an uptick in average calls per day during the typical cold and flu months of the year.



Additionally, we monitor our busiest times of the day and days of the week for the same reasons.



Based on this information, we know that just over 80% of our call volume happens between the hours of 7 AM and 10 PM. This info is used, once again, to identify trends and actual services demands that can impact staffing requirements.

PLEDGE

We at Highland EMS pledge to remain vigilant for trends and service demands within Highland. Nothing is more important to our staff than the well-being of our citizens. We will recommend whatever actions deemed necessary to ensure that all requests for EMS service are answered in a timely manner.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING A TENDER OF DEFENSE,
INDEMNITY, HOLD HARMLESS, AND LEASE AGREEMENT FOR SHARED SPACE
AT RINDERER PARK BETWEEN CITY OF HIGHLAND AND TAMMY NELSON-
BURRIS**

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 is in the best interests of public health, safety, general welfare and economic welfare to allow Tammy Nelson-Burris, on behalf of All Paws Pet Wash, to use space at Rinderer Park to install a pet wash station;

WHEREAS, City and Tammy Nelson-Burris have agreed to enter a Tender of Defense, Indemnity, Hold Harmless, and Lease Agreement for Shared Space attached hereto as **Exhibit A**; hereinafter “Lease Agreement”; and

WHEREAS, City has determined that because the term of the Lease Agreement between City and Tammy Nelson-Burris is less than two (2) years, the City Manager has authority, under Illinois law, to negotiate the terms and conditions of the lease going forward, as long as the terms and conditions do not materially change and require further approval by the City Council; and

WHEREAS, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to approve the Lease Agreement between City and Tammy Nelson-Burris.

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 Lease Agreement between City and Tammy Nelson-Burris is approved (See **Exhibit A**).

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

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 _____, 2025, the vote taken by ayes and noes and entered upon the legislative records as follows:

AYES:

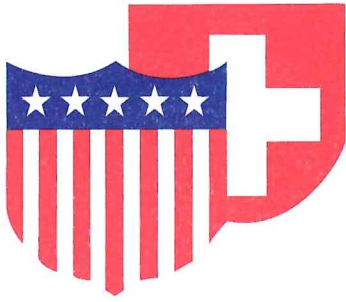
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

MEMO TO: City Council Members

FROM: Mayor Kevin B. Hemann

DATE: May 1, 2025

SUBJECT: Appointment of City Treasurer to Vacancy

A vacancy exists in the office of City Treasurer due to there having been no candidates on the ballot for election. According to 65 ILCS 5/3.1-20-5, such a vacancy shall be filled by the mayor with the advice and consent of the city council. The Madison County Clerk's Office has confirmed that the person appointed to fill this vacancy shall serve until the next municipal election at which time, the office of Treasurer shall appear on the ballot for a 2-year term.

Neill Nicolaides, currently serving as City Treasurer, has agreed to be appointed to the vacancy.

I am requesting your approval of my appointment of Neill Nicolaides as City Treasurer.

MEMORANDUM

TO: CITY COUNCILMEMBERS
FROM: MAYOR KEVIN B. HEMANN
SUBJECT: APPOINTMENT OF MEMBER TO THE PARKS & RECREATION
ADVISORY COMMISSION
DATE: MAY 2, 2025

Garry Klaus has resigned from his position on the Parks & Recreation Advisory Commission. He was serving a term that would have expired July 31, 2026. I have received an application for appointment from Marvin Asher. From the information on the application, I believe he would be a good fit for this Commission. Therefore, I am requesting your approval of the appointment of Mr. Marvin Asher to the Parks & Recreation Advisory Commission to fulfill the remainder of the unexpired term vacated by Garry Klaus.

APPLICATION FOR APPOINTMENT TO
CITY OF HIGHLAND BOARDS AND COMMISSIONS



Please print or type.

Name Marvin R. Asher
First Middle Last

Home Address 1414 Olive St. Highland IL 62249
Street City Zip

Date of birth: 02/03/1949 Do you reside within the City limits? ☒ Yes ☐ No How long? 11 years

Home Telephone 618 327 4922 Daytime Telephone _____

Occupation Retired / Photographer Place of Employment _____

E-Mail Address(es) Asher.marv@gmail.com

Have you ever been convicted of a felony? ☐ Yes ☒ No

List Board(s) or Commission(s) you're interested in: _____

Served on Board of Review for Real Estate Taxes Washington County
What experience do you possess that you believe qualifies you to serve? _____

Active at Horto Center + Silver Lake Park
Daily use, President Chamber of Commerce, Nashville IL

Please list your interests/hobbies: Art, Photography, Disc Golf
Reading

You may attach additional information to support this application.

References: Caroline Giger 20 Shannon Ct. 618 654 6382
Name Address Phone
Dick Barrett 13971 Lincoln Dr. 618 316 4433
Name Address Phone
Breep IL 62230

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

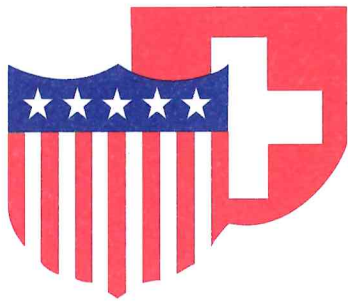
Information submitted on this application is public information. A false or misleading statement will be cause for elimination from consideration.

Signature of Applicant Marv Asher Date 4/25/2025

Return completed applications to:

Lana Hediger, Deputy Clerk
City Hall, 1115 Broadway
PO Box 218
Highland, IL 62249

Or you may fax to: (618.654.4768)



City of Highland

MEMO TO: City Council Members

FROM: Mayor Kevin B. Hemann

SUBJECT: Appointment to the Industrial Development Commission

DATE: May 2, 2025

A vacancy currently exists on the City's Industrial Development Commission due to the resignation of Josh Kloss. I have received an application for appointment from Mr. Ben Eberwein. I believe that he will prove to be a great addition to the IDC. Therefore, I am asking that you approve my appointment of Ben Eberwein to the Industrial Development Commission for a one-year term which will expire on May 4, 2026.

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

APPLICATION FOR APPOINTMENT TO CITY OF HIGHLAND BOARDS AND COMMISSIONS



Please print or type.

Name Benton J Eberwein
First Middle Last
Home Address 90 Tara Trl Highland 62249
Street City Zip
Date of birth: 02/13/1983 Do you reside within the City limits? ☒ Yes ☐ No How long? 11 years
Home Telephone 618-420-7549 Daytime Telephone _____
Occupation Banker Place of Employment Bank of Hillsboro
E-Mail Address(es) benton.eberwein@gmail.com

Have you ever been convicted of a felony? ☐ Yes ☒ No

List Board(s) or Commission(s) you're interested in: _____
IDC and Cemetery Board

What experience do you possess that you believe qualifies you to serve? _____
As a banker, I understand the importance of economic development and importance of fiscal
responsibility when dealing with government funds.

Please list your interests/hobbies: _____

You may attach additional information to support this application.

References: Mark Rosen
Name Address Phone
Kevin Hemann
Name Address Phone

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

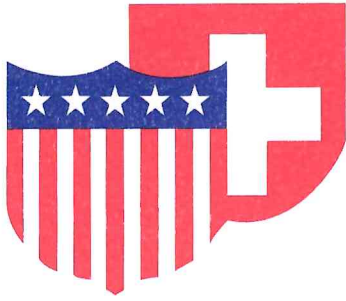
Information submitted on this application is public information. A false or misleading statement will be cause for elimination from consideration.

Signature of Applicant _____ Date _____

Return completed applications to:

Lana Hediger, Deputy Clerk
City Hall, 1115 Broadway
PO Box 218
Highland, IL 62249

Or you may fax to: (618.654.4768)



City of Highland

MEMO TO: City Council Members

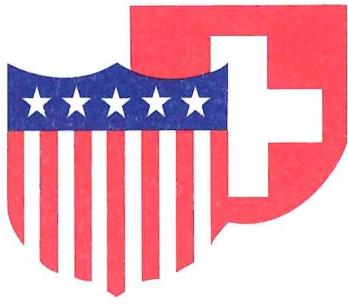
FROM: Mayor Kevin B. Hemann

SUBJECT: Reappointments to the Industrial Development Commission

DATE: May 2, 2025

Each year, the Industrial Development Commission members must either be reappointed or replaced. The current members are: Jim Meridith, Diane Korte-Lindsey, Kurt Vonder Haar, and Marshall Rinderer. They have all agreed to serve additional one-year terms. Each has performed their duties well and therefore, I am asking that you approve their reappointments.

If you have any questions regarding these reappointments, please let me know.



City of Highland

MEMO TO: City Council Members

FROM: Mayor Kevin B. Hemann

SUBJECT: Reappointment to Police Pension Board

DATE: May 2, 2025

Darren Twyford's term on the Police Pension Board ends on May 13, 2025. Darren has agreed to serve another two-year term. I am, therefore, asking that you approve the appointment of Darren Twyford. If reappointed, his new term will end May 11, 2027.

If you have any questions regarding this reappointment, please contact me.

STATE OF MIDDLESEX }
COUNTY OF MIDDLESEX }

SS

PETITION

To the Honorable Mayor and City Council of the City of Highland, Illinois:

We, the undersigned, do hereby state:

1. That on the 22nd day of March, 1964, the City of Highland, Illinois executed to Mr. and Mrs. James L. Houseman, a Cemetery Deed in its usual form granting the right of burial in and to the following described real estate, to-wit:

Grave spaces 5 & 6 in Lot No. 80 of Block No. 15 in the Highland City Cemetery, located in the County of Madison and State of Illinois.

2. That the annual upkeep charges are paid.
3. That the undersigned desire to transfer their interest in the following described real estate, to-wit:

Grave spaces 5 & 6 in Lot No. 80 of Block No. 15 in the Highland City Cemetery, located in the County of Madison and State of Illinois;

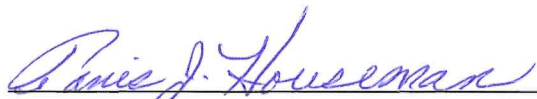
to Jill Lawson.

WHEREFORE, the undersigned pray that you grant them leave to transfer to Jill Lawson the ownership and right of burial in and to the following described real estate, to-wit:

Grave spaces 5 & 6 in Lot No. 80 of Block No. 15 in the Highland City Cemetery, located in the County of Madison and State of Illinois;

in accordance with and subject to the ordinances of the City of Highland, Illinois, and all amendments to such Ordinances heretofore adopted and that may hereafter be adopted.

Dated this 9TH day of APRIL, 20 25.


Petitioner JAMES L. HOUSEMAN

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

SS

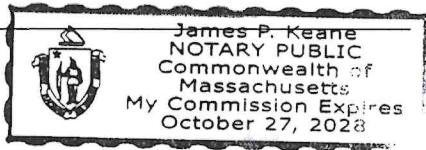
I, JAMES P. KEANE, a Notary Public in and for said County and State aforesaid, do hereby certify that DAVID J. HOUSEMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9TH day of APRIL, 20 25.

My Commission Expires:


Notary Public

(S E A L)



City of Highland
1115 Broadway
Highland, IL 62249
618-654-9891

Receipt NO: 01240132
Date: 04/24/2025

000000

FOEHNER, DENNIS

Check Payment: 50.00
Cash Payment: 0.00
Other Payment: 0.00

Total Amount Paid: 50.00

BLOCK 15 LOT 80 SPACES 5 AND 6
Thank You

HIGHLAND CITY CEMETERY

AFFIDAVIT OF HEIRSHIP AND CURRENT OWNERSHIP

STATE OF MASSACHUSETTS }
COUNTY OF MIDDLESEX }

SS

The undersigned first being duly sworn on her oath, or upon affirmation of truth states:

1. My name is: TANIS J. HOUSEMAN
2. I reside at: 182 WOODCROFT DRIVE
MELROSE, MA 02176

1. That as respects Lot No. 80 in Block No. 15 and grave spaces # 5 & 6 of the Highland City Cemetery, the following listed person, by reason of being the sole existing heir of the persons shown on the records of said City as owner of said Lot and space, is the existing owner of said Lot and spaces, and the heirship is traced as shown:

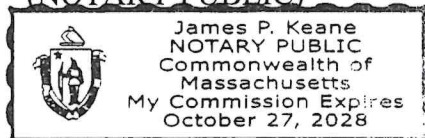
On 3/22/1964, these graves were sold to Mr. & Mrs. James L. Houseman. I am the only child of the original owners who are now deceased.

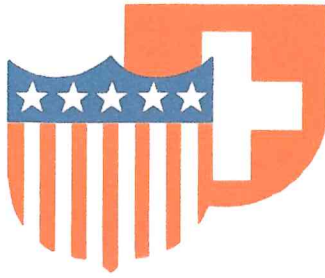
2. That this Affidavit (which undersigned have the legal authority to make) is made with the knowledge that the City of Highland will rely hereon in noting their records of cemetery lot ownership.

Tanis J. Houseman
Affiant TANIS J. HOUSEMAN

Signed and sworn to before me this 9TH day of APRIL, 2025

(SEAL)

James P. Keane
(NOTARY PUBLIC)




City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: April 22, 2025
Subject: Issuance of Purchase Order to Tantalus

RECOMMENDATION

I ask that you seek council approval to waive usual and customary bidding procedures and issue a purchase order to Tantalus in the amount of \$14,149.50 for 150 model #TC-1220-RD meter communication modules with associated endpoint licenses as detailed in the attached quotation.

DISCUSSION

The city has selected Tantalus to be our Smart Meter Network Service Provider. Since Tantalus has defined service territories, there is no possibility for competitive bidding and this product is the only one which will work with our current system. Using this product line allows us to phase in the purchase of replacement meters over several years since it is compatible with the existing metering and will also allow us to read the water meters as installed since there are no current plans to replace them (other systems would strand the water meter investment).

FISCAL IMPACT

This purchase will be funded from money budgeted and approved for the current Fiscal year under GL#101-104-5-530-60.

CONCURRENCE

Recommended by: 
Daniel Cook, Director of Light & Power

Approved by: 
Chris Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
AUTHORIZING PURCHASE OF METER COMMUNICATION MODULES WITH
ASSOCIATED LICENSES FROM TANTALUS SYSTEMS, INC.**

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

WHEREAS, City has determined the Light & Power Department has a need for 150 model #TC-1220-RD meter communication modules with associated licenses; and

WHEREAS, City has determined the 150 model #TC-1220-RD meter communication modules with associated licenses should be purchased from Tantalus Systems, Inc. (“Tantalus”) in the amount of \$14,149.50 (Quotation attached hereto as **Exhibit A**); and

WHEREAS, the City Light & Power Department has selected Tantalus to be City’s Smart Meter Network Service Provider; and

WHEREAS, City has determined Tantalus has a defined geographic service territory; and

WHEREAS, City has determined that because Tantalus has a defined geographic service territory, there is no opportunity for competitive bidding for the 150 model #TC-1220-RD meter communication modules with associated licenses; and

WHEREAS, the Director of Light & Power has informed the City Council the model #TC-1220-RD meter communication modules with associated licenses, sold by Tantalus, are the only product that will work with the current City system; and

WHEREAS, the Director of Light & Power has informed the City Council that the purchase of the model #TC-1220-RD meter communication modules with associated licenses, sold by Tantalus, will allow City to phase in the purchase of replacement meters over several years because this product is compatible with the existing metering system; and

WHEREAS, the Director of Light & Power has informed the City Council that the 150 model #TC-1220-RD meter communication modules with associated licenses, sold by Tantalus, will be funded from money budgeted and approved for the current fiscal year under GL#101-104-5-530-60; and

WHEREAS, the City Council finds that the Quotation (**Exhibit A**) for the purchase of 150 model #TC-1220-RD meter communication modules with associated licenses, sold by Tantalus, for the amount of \$14,149.50 should be approved; and

WHEREAS, the City Council deems it to be in the best interests of City to waive the competitive bidding requirement that would otherwise apply and to purchase the 150 model #TC-1220-RD meter communication modules with associated licenses, sold by Tantalus, pursuant to the Quotation (**Exhibit A**); and

WHEREAS, the City Council also finds that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase, pursuant to the Quotation (**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. Purchase of the 150 model #TC-1220-RD meter communication modules with associated licenses, sold by Tantalus, for the amount of \$14,149.50, as set forth in the Quotation (**Exhibit A**), is approved.

Section 3. The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase.

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 _____, 2025, 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



April 16, 2025

Dan Cook
+1 618-654-7511
dcook@highlandil.gov

Highland Light and Power (IL) ("Customer")
PO Box 218
1115 Broadway
Highland, Illinois 62249-0218
United States

Kim Harrison
kharrison@tantalus.com

Tantalus Systems Inc.
1130 Situs Ct
Suite 230
Raleigh, North Carolina 27606
United States

SUMMARY				
PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TC-1220-RD	C2S Intelligent Endpoint Module - Itron CENTRON C2SXD - 240V	\$90.58	150	\$13,587.00
NSE-201	TRUConnect Software Endpoint	\$3.75	150	\$562.50
Total:				\$14,149.50

NOTES:

- Prices are in US Dollars.
- Prices do not include shipping. All Network Equipment is shipped FOB Shipping Point.
- Service time does not include installation of meters, collectors, repeaters, or other infrastructure equipment.
- Tantalus service time will be billed at actual. If additional days are necessary, Customer will be billed at the rate of \$1,800.00 per day.
- This quotation may contain allowances, discounts and/or promotional pricing. The prices quoted are valid for 30 days from the date of this quote.
- Additional Network Equipment purchases, and services shall be invoiced at Tantalus' then current list price.
- Annual license and support and maintenance fees apply. Please work with your account representative to determine specific costs for your equipment.

The attached document Tantalus Systems Inc. Terms and Conditions of Sale and its attachments, as applicable, is incorporated into and forms an integral part of this quotation.

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**TANTALUS SYSTEMS INC.
TERMS AND CONDITIONS OF SALE
(04012025)**

Purpose/Goal. These Terms and Conditions of Sale ("Terms") set forth the terms and conditions under which Customer agrees to purchase from Tantalus, and Tantalus agrees to sell to Customer, Network Equipment, Initial Deployment Services and Maintenance and Support Services, as the case may be. Notwithstanding any other provision to the contrary, these Terms become a binding agreement between Tantalus Systems Inc. ("Tantalus") and the Customer when (a) Customer delivers a signed copy of this quotation to Tantalus, which shall be deemed a duly authorized Purchase Order ("PO") for the Network Equipment, Initial Deployment Services and Maintenance and Support Services quoted therein; (b) Customer delivers a signed Purchase Order for all or any portion of the Network Equipment, Initial Deployment Services or Maintenance and Support Services or (c) Tantalus ships or provides all or any portion of the Network Equipment, Initial Deployment Services or Maintenance and Support Services covered by this quotation. Except as provided above, any provision in any acceptance or acknowledgment hereof, inconsistent with or in addition to these Terms, are expressly rejected and shall have no force or effect, unless otherwise agreed in writing between the parties. Notwithstanding the foregoing, acceptance of these Terms indicates Customer's agreement to execute such additional documents, as required, including, without limitation, the terms, conditions and responsibilities of each party relating to the license and use of the Licensed Software prior to shipment of any Network Equipment to Customer, the provision of Technical Support, and deployment of Network Equipment. Notwithstanding anything to the contrary herein, Tantalus shall not be responsible for nor have any liability to Customer for any delay or failure to perform its obligations under these Terms to the extent such delay or failure is caused by or results from an Excusing Event. These Terms, including and together with any related quotations, exhibits, schedules, attachments, and appendices, together with the Purchase Orders, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Purchase Orders. Customer may purchase Network Equipment and Initial Deployment Services by issuing properly authorized Purchase Orders to Tantalus. Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the "economic order quantity" or "minimum order quantity". Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference these Terms and shall state product description, quantity of Network Equipment and Initial Deployment Services ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the parties and these Terms, these Terms shall govern. No oral, electronic, or written additional or different provisions proposed by either party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined below.

Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and notice of acceptance shall include confirmation of requested quantities and prices consistent with these Terms. Once a Purchase Order is accepted by Tantalus, the quantities and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

Pricing. The prices provided to Customer under the quotation attached to these Terms may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then-current price list and do not include taxes. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges (including those imposed on Tantalus) now in force or enacted in the future which are associated with the provision of Network Equipment and Initial Deployment Services by Tantalus, excluding taxes on Tantalus' income generally.

Price Changes. Tantalus reserves the right, in its sole discretion, to revise the prices on thirty (30) days prior written notice to Customer by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items ("CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) or 3.5% per year. Notwithstanding the foregoing, the original price of any Network Equipment and Initial Deployment Services covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus prior to the Effective Date of such price revision, will not be changed for such Purchase Orders issued and accepted as of the Effective Date.

Payment Terms. Tantalus shall invoice Customer for Network Equipment purchased upon delivery of such Network Equipment to Customer at the Shipping Point. At its discretion, Tantalus may require Customer to pay an advance payment as a deposit upon terms determined by Tantalus and any such deposit amounts paid will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order. Payment terms are net thirty (30) days from date of Tantalus' invoice.

All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies. Tantalus shall issue periodic invoices to Customer for all Maintenance and Support Services and Third-Party Products, as applicable, in accordance with the terms set forth in the Maintenance and Support Agreement as fees for such goods and services are incurred.

Delivery and Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Network Equipment occurs prior to delivery to Customer, regardless of passage of title prior to such delivery, Tantalus shall without cost to the Customer, promptly make all repairs or replacements necessary to place the Network Equipment in the condition required by these Terms. Customer will notify Tantalus within five (5) days of delivery of any damage to Network Equipment and/or within 10 days of shipping should an order not be received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described herein shall apply to such invoices, *mutatis mutandis*. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

Third-Party Products. Unless otherwise specifically set forth in writing (and subject to applicable pass-through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does not warrant Third-Party Products and disclaims all responsibility and liability for these items, their access to the Network Equipment, including their modification, deletion, disclosure or collection of Customer information.

Insurance. During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall ensure that comprehensive general liability insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

Changes to Network Equipment. Tantalus reserves the right from time to time in its sole discretion to modify, change, discontinue or to limit its production of any Network Equipment at any time to allocate, terminate or limit deliveries of any Network Equipment in time of shortage and to alter the design or construction of any Network Equipment.

No Resell. Customer acknowledges and agrees that it has no rights to market and resell the Network Equipment. The purchase and sale of Network Equipment hereunder is solely for Customer and its Affiliates' requirements.

Confidentiality. The parties have entered into a Mutual Non-Disclosure and Confidentiality Agreement prior to or simultaneously with execution of these Terms ("MNDA"). The parties agree that the MNDA governs the obligations of each party with respect to Confidential Information of the other party, which obligations shall survive termination of these Terms.

Warranty. With respect to new Network Equipment, for a period of one (1) year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this paragraph shall be thirty (30) days from date of return to Customer or the balance of the original warranty period, whichever is greater. With respect to refurbished Network Equipment, for a period of 30 days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications. The aforementioned warranties apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while there is not an Excusing Event in effect or Tantalus has not invoked a subsisting remedy in respect of Force Majeure. The aforementioned warranties will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with the applicable EULA, will not cover any Third-Party Products provided by Tantalus or Third-Party Products or services provided to Customer by third-party suppliers. Any warranty for such products will be between Customer and the third-party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third-party warranties to

Customer.

Warranty Returns. For any breach of warranty, Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set forth herein. Customer will be responsible for removing defective Network Equipment from the installation point and returning the defective Network Equipment, transportation charges prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization ("RMA") number and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment. To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US\$150 per no fault found Network Equipment. Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

No Warranty. The warranties described herein shall not apply to any units of Network Equipment which have been mistreated including without limitation the following: (i) units whose original bar code, copyright notices and proprietary legends, if any, have been altered; (ii) units that were not installed in accordance with the Specifications and Standards or serviced by Tantalus or a person authorized by Tantalus to do so; (iii) units that were the subject of repair, modification or alteration without Tantalus' approval; (iv) units damaged or defective because of reasonable wear and tear; (v) units that were not maintained and operated in accordance with the Specifications and Standards, including, without limitation, units damaged or defective because of problems with electrical power; (vi) units that in Tantalus' reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling; or (ix) units damaged or defective due to an Excusing Event.

DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS AND DURABILITY.

Relief for patent and copyright matters. Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright. Tantalus' obligation to defend is effective only if Customer is not in breach of any of these Terms and of any other agreement between the parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any US or Canadian patent or copyright or has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus' obligation to defend includes the sole right to settle. Tantalus' obligation to defend does not apply to the following: (A) Network Equipment based on a design, specifications or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under these Terms, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus' entire liability with respect to intellectual property infringement by any unit of Network Equipment. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products.

General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' gross negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products.

Customer Indemnity. The relationship of Tantalus and Customer established by these Terms are that of independent contractors and neither party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Except for warranty claims under these Terms, Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its employees or agents, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and Initial Deployment Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those

relating to Customer's use of the Network Equipment or Customer's breach of any term, representation or warranty of these Terms.

Limitations. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT AND INITIAL DEPLOYMENT SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO AN EXCUSING EVENT; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT AND INITIAL DEPLOYMENT SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

Ownership of Intellectual Property. Except for licenses otherwise expressly granted under these Terms, the sale of Network Equipment hereunder does not convey to Customer any Proprietary Rights in the Network Equipment and Customer acknowledges Tantalus' exclusive rights thereto. Neither the sale of Network Equipment nor any provision of these Terms will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any other product or invention of Tantalus, or any combination of the Network Equipment with any other product of Tantalus.

Term. Unless terminated earlier as provided herein, these Terms shall have an initial term of one (1) year commencing on the execution date of these Terms ("Initial Term") and shall automatically renew for successive one (1) year periods thereafter, until terminated in accordance with these Terms (each, together with the Initial Term, the "Term").

Termination. Either party may terminate these Terms effective upon the delivery of written notice of such termination to the other party, if the other party: (i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding; (ii) breaches its obligations related to confidentiality; or (iii) is in default in any material respect in the performance of any its obligations under of these Terms, provided that the party not at fault has given the other party forty five (45) days prior written notice of such default and such other party has not remedied the default during such 45-day cure period, provided however if the defaulting party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45-day cure period will be reduced to five (5) days. Either party may terminate these Terms, at any time and for any reason, on ninety (90) days' prior written notice to the other party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for all amounts due to Tantalus arising prior to the termination date, including the cost of Network Equipment received by Customer, or that has been shipped within 45 days, following the date of the notice. Prior to the effective termination of these Terms, all of the terms and conditions of, and the respective rights and obligations of the parties to, these Terms will remain completely valid and enforceable; provided however that, in the event Tantalus terminates these Terms for cause, then any deliveries of Network Equipment and Initial Deployment Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled and any product warranties or guarantees hereunder shall be terminated and of no further force and effect. Termination is not the sole remedy available under these Terms and, whether or not termination is effected; all other legal remedies will remain available. Notwithstanding anything to the contrary in these Terms, no expiration or termination of these Terms by either party shall affect (A) any rights or obligations of either party which are vested pursuant to these as of the effective date of such expiration or termination, and (B) any other provisions intended by the parties to survive such expiration or termination including, but not limited to, Purchase Orders accepted pursuant to these Terms.

Dispute Resolution. Except for Disputes related to nonpayment or as otherwise provided in this Section, neither Party shall resort to formal litigation proceedings until the Parties have attempted to resolve the Dispute through non-binding mediation. The Party raising a Dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each Party shall attempt to resolve the Dispute. If the Parties' Representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction provided for in these Terms as mutually agreed between the Parties. The Parties covenant that

they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the later of the referral to a mediator or the mediation proceeding, either Party may file suit in a court of competent jurisdiction in accordance with these Terms. These Terms shall not be construed to prevent a Party from instituting litigation proceedings earlier than as indicated in these Terms to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations.

Notices. All notices under these Terms must be made in writing and shall be deemed properly delivered when: (i) delivered personally, (ii) sent by e-mail to the address below, delivery confirmation required, or (iii) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below or sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Communications must be addressed to Tantalus as follows: Peter A. Londa, President & CEO Tantalus Systems Inc., 1130 Situs Court, Suite 230, Raleigh, NC 27606; Facsimile: (919) 900-8978; E-mail: legal_dept@tantalus.com and to Customer at the address noted below. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

Severability. If any term or other provision of these Terms is invalid, illegal or incapable of being enforced by any rule or Law, all other conditions and provisions of these Terms shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify these Terms so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Amendment and Waiver. No amendment or waiver of any provision of these Terms shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

Governing Law. These Terms shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of law's provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to these Terms, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of these Terms shall be brought solely and exclusively in Wake County, North Carolina, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of tribunals in Wake County, North Carolina. Tantalus and Customer waive a trial by jury in any such suit, action or proceeding.

Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of these Terms where such default, delay or failure is due to a Force Majeure. Lack of funds or credit will not constitute a Force Majeure. In the event of a Force Majeure, the Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

Compliance with Laws. Each Party shall, at its own cost and expense, comply with all applicable Laws relating to the subject matter of these Terms.

Successors and Assigns. These Terms bind, and inure to the benefit of, the parties and their respective successors. These Terms shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under these Terms in connection with a factoring arrangement.

Further Assurance. Each Party undertakes with the other Party that it will execute such documents (including, without limitation, any applicable attachments to these Terms) and do such acts and things as that other Party may reasonably require for the purpose of giving to that other Party the full benefit of the provisions of these Terms.

Relationship of the Parties. The relationship of Tantalus and Customer established by these Terms is that of independent contractors and neither party is an employee, agent or joint venture of the other. No rights or obligations other than those expressly recited herein

are to be implied from these Terms. Specifically, nothing in these Terms shall create a fiduciary relationship between the disclosing party and the receiving party. No license or other right is hereby granted directly or indirectly to use in any way, any patent, copyright or other proprietary right now held by, or which may be obtained by, or which is or may be licensed by, either Party.

Definitions and Interpretation. "Acceptance" or "System Acceptance" means that the system acceptance tests set forth in the System Acceptance Test Plan as set forth in the attachments hereto have been completed and all requirements of Acceptance as set forth in attachments hereto were met. "Affiliate" means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of "Affiliate", the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity. "Business Day" means any day that is not a Saturday, Sunday or a Tantalus authorized "holiday". "Confidential Information" has the meaning set forth in the MNDCA. "Destination" means Customer's designated destination point for the delivery of Network Equipment. "Dispute" means any dispute, controversy, difference or claim, arising under or in connection with these Terms, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims. "Excusing Event" means any (i) Force Majeure; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer's responsibilities under these Terms, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iv) failure, act or omission of any third party (including any third-party supplier) or its agents, employees, suppliers, subcontractors or consultants; or (v) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer. "EULA" means Tantalus' then current end-user software license agreement setting forth the terms and conditions of Customer's permitted use of the Licensed Software. "Force Majeure" means any failure or delay in fulfilling or performing any of these Terms (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of these Terms; (f) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Customer or Tantalus under these Terms); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). "Initial Deployment Services" means (i) Tantalus' standard services for initial deployment, installation and configuration of Tantalus products purchased by Customer under these Terms as described in a Statement of Work, as mutually agreed between the Parties; (ii) Tantalus' standard initial training services for the Customer; and (iii) related project management for such initial deployment and training. For clarity, and notwithstanding anything to the contrary, the Initial Deployment Services do not include integration or installation of field equipment (i.e. meters, collectors, repeaters, etc.), Third-Party Products, or Maintenance and Support Services. Integration to existing vendor supported interfaces are included in the Initial Deployment Services. For the avoidance of doubt, custom services, including custom integration(s) between the Network Equipment and Third-Party Products that are not existing vendor supported interfaces, are not included in the Initial Deployment Services and are subject to additional fees and written agreement between Tantalus, Customer and any applicable third-party in the form of a written Change Order. "Law" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority. "Licensed Software" means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment purchased under these Terms, together with all software documentation related thereto and any and all updates thereto. The terms and conditions of the EULA will apply to the Licensed Software provided to Customer. "Licensed Software Maintenance Services" shall have the meaning ascribed to them in Addendum A-1 of the EULA. "Maintenance and Support Services" means the recurring Licensed Software Maintenance Services and Technical Support provided by Tantalus to Customer pursuant to the Maintenance and Support Agreement entered by and between Tantalus and Customer. "Network Equipment" means the equipment manufactured by or for Tantalus for use as part of the Tantalus Grid Modernization Platform™ ("TGMP") and its associated Licensed Software that are or will be purchased from Tantalus hereunder as set forth on a Purchase Order (from time to time). For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products. "Proprietary Rights" means all patent rights, copyrights, trademarks, tradenames, know-how, trade secrets and other intellectual property and proprietary rights, including all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world. "Purchase Orders" means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase Network Equipment and Initial Deployment Services in accordance with these Terms. Each Purchase Order will be deemed to include these Terms, even if not specifically stated on the Purchase Order. "Representative" means such Party's directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to these Terms. "Shipping Point" means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. "Specifications" means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus, which Specifications will assume and require the installation, maintenance and operation of such Network Equipment in accordance with the Standards. "Standards" means the applicable



industry standards necessary for the proper installation, maintenance and operation of Network Equipment, as may be amended from time to time by Tantalus, including, without limitation, the maintenance of a distribution system meeting industry standards with respect to grounding and power quality and the use of water pits for the installation of Network Equipment that properly drain and are not otherwise defective. **"Statement of Work (SOW)"** means a document that defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks to successfully deploy the Network Equipment. Upon commencement of the Initial Deployment Services, Tantalus and Customer will work cooperatively to develop and finalize a Statement of Work. **"Technical Support"** means the technical support services described in the Maintenance and Support Agreement. **"Third-Party Product"** means any products, software, materials, information or services that are manufactured, provided and/or licensed by, or otherwise proprietary to, a person or entity other than Tantalus. **Interpretation Not Affected by Headings, etc.** The division of these Terms into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. **Number, etc.** Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders. **Date for Any Action.** In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. **Construction.** In these Terms, unless otherwise indicated:(a) the terms "these Terms", "hereof", "herein", "hereunder" and "hereby" and similar expressions refer to these Terms (including the schedules hereto), as

amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular section or other portion hereof; (b) the words "include", "including" or "in particular", when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; (c) time is of the essence; and (d) references to a "party" or "parties" are references to a Party or Parties to these Terms. **Authorship.** Authorship of these Terms will have no bearing on the construction of any terms hereof or ambiguities thereof.

Execution. These Terms may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. These Terms may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or electronic signatures as evidence of the execution and delivery of these Terms by all Parties to the same extent that an original signature could be used.

Quotation as Purchase Order. Signature below shall constitute submission by the Customer and acceptance by Tantalus of the foregoing quotation as an authorized Purchase Order for the equipment and services listed thereon, subject to the foregoing Terms. The Purchase Order may not be modified, added to or rescinded except through mutual agreement and acceptance in writing by both Parties.

AGREED AND ACCEPTED:

TANTALUS SYSTEMS INC.

BY: _____
Name: _____
Title: _____
Date: _____

Highland Light and Power (IL)

BY: _____
Name: _____
Title: _____
Date: _____

Customer Address for Notices:

Highland Light and Power (IL)

Facsimile: _____
E-mail: _____

The following attachments, as applicable, are incorporated into and form an integral part of these Terms and shall be executed, as applicable, concurrently with or prior to the execution of these Terms by the Parties:

[Maintenance and Support Agreement](#)
[End User License Agreement](#)
[MNDA](#)



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: April 22, 2025
Subject: Issuance of Purchase Order to Anixter

RECOMMENDATION

I recommend that you seek council approval to waive usual and customary bidding procedures and issue a purchase order to Anixter in the amount of \$16,500.00 for 150 electric meters as detailed in the attached quotation.

DISCUSSION

The city has selected the Tantalus/ITRON solution as our provider of "Smart Meters". Since ITRON has defined service territories and Anixter is the dedicated vendor for our territory, there is no possibility for competitive bidding and this product is the one which works best for our application and is compatible with the existing meters. All current meters in our system are ITRON and have been providing satisfactory service for several years.

FISCAL IMPACT

This purchase will be funded from money budgeted and approved for the current Fiscal year under GL#101-104-5-530-60.

CONCURRENCE

Recommended by: _____

Daniel Cook, Director of Light & Power

Approved by: _____

Chris Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
AUTHORIZING PURCHASE OF ITRON ELECTRIC METERS FROM
ANIXTER POWER SOLUTIONS, LLC**

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

WHEREAS, City has determined the Light & Power Department has a need for 150 ITRON electric meters; and

WHEREAS, City has determined the 150 ITRON electric meters should be purchased from Anixter Power Solutions, LLC (“Anixter”) in the amount of \$16,500.00 (Quotation attached hereto as **Exhibit A**); and

WHEREAS, the City Light & Power Department has selected the Tantalus/ITRON solution as the provider of “Smart Meters” to City; and

WHEREAS, City has determined ITRON has defined geographic service territories and Anixter is the dedicated vendor for ITRON electric meters to City; and

WHEREAS, City has determined that because Anixter is the dedicated vendor for ITRON electric meters to City, there is no opportunity for competitive bidding for the 150 ITRON electric meters; and

WHEREAS, the Director of Light & Power has informed the City Council the ITRON electric meters work best for City applications and are compatible with the existing City meters; and

WHEREAS, the Director of Light & Power has informed the City Council that all current electric meters being used by City are ITRON and ITRON electric meters have proven to be an excellent product over the last several years; and

WHEREAS, the Director of Light & Power has informed the City Council that the 150 ITRON electric meters will be funded from money budgeted and approved for the current fiscal year under GL#101-104-5-530-60; and

WHEREAS, the City Council finds that the Quotation (**Exhibit A**) for the purchase of 150 ITRON electric meters for the amount of \$16,500.00 should be approved; and

WHEREAS, the City Council deems it to be in the best interests of City to waive the competitive bidding requirement that would otherwise apply and to purchase the 150 ITRON electric meters from Anixter pursuant to the Quotation (**Exhibit A**); and

WHEREAS, the City Council also finds that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase, pursuant to the Quotation (**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. Purchase of the 150 ITRON electric meters, for the amount of \$16,500.00, from Anixter, as set forth in the Quotation (**Exhibit A**), is approved.

Section 3. The City Manager is directed and authorized, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase.

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 _____, 2025, 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



1100 Old State Road
Mattoon, IL 61938

Phone: 217.235.0546
Fax: 217.235.0024

www.anixterpowersolutions.com

Quotation: U00778556.00

To: **HIGHLAND MUNC ELECTRIC DEPT**
2610 PLAZA DRIVE
HIGHLAND, IL 62249

Attn:
Phone:
Fax:

Issued Date: **Apr 17, 2025**
Expiration Date: **May 17, 2025**

Sales Contact: **Ava Bennett**
(P)
(F)
ava.bennett@wescodist.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	J820501	CENTRON C2SD CL200 FM2S WITH TANTALUS INTEG	150	110.00	EA	16,500.00

SECTION TOTAL: \$16,500.00

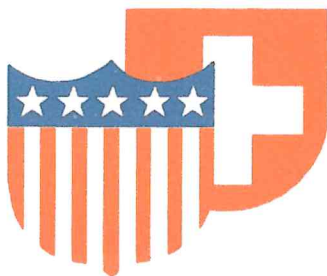
QUOTE TOTAL: \$16,500.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: April 25, 2025
Subject: Issuance of Purchase Order to McGinley Inc.


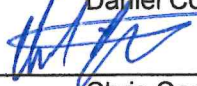
RECOMMENDATION

I recommend that you seek council approval to waive usual and customary bidding procedures and issue a purchase order to McGinley Inc. in the amount of \$48,202.00 for a new 2025 Ram 1500 pickup truck as detailed in the attached quotation. This purchase falls under the Sourcewell Pricing Program (Stelantis is the parent company for Ram Trucks and a participant in the Sourcewell Program) which provides access to purchases through pre-negotiated government pricing.

DISCUSSION

This new truck will be a replacement for existing truck #40, a 2014 Ram 1500 with 86,346 miles on it (the directors truck). Truck #40 will then be moved to the distribution groups fleet to replace truck #28, a 2004 Ram 1500 with 138,058 miles on it, Truck #28 will be declared surplus and sent to auction. Truck #28 has been a maintenance burden and has some issues that are not worth the investment to repair. It has served us well, starting at the Electric department in 2004 as a director's vehicle, then becoming a shop vehicle for HCS and then returning to the electric department to be used in the fleet.

CONCURRENCE

Recommended by: 
Daniel Cook, Director of Light & Power
Approved by: 
Chris Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
APPROVING AND AUTHORIZING THE PURCHASE OF A NEW 2025 RAM 1500 FOR
THE LIGHT AND POWER DEPARTMENT FROM MCGINLEY INC. THROUGH
STELLANTIS FOR \$48,202.00, THROUGH THE NATIONAL GOVERNMENT JOINT
PURCHASING PROGRAM**

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

WHEREAS, City Council has been advised of the need for a new 2025 RAM 1500 for the Light and Power Department; and

WHEREAS, pursuant to 30 ILCS 525/2(a):

Sec. 4.2. Any governmental unit, except a governmental unit subject to the jurisdiction of a chief procurement officer established in Section 10-20 of the Illinois Procurement Code, may purchase personal property, supplies and services jointly with one or more other governmental units.

(See State of Illinois Governmental Joint Purchasing Act; 30 ILCS 525 *et seq.*); and

WHEREAS, pursuant to the City of Highland purchasing policy:

State of Illinois

City employees are authorized to obtain goods and services using the State of Illinois Joint Purchasing program. When available through the State program, it is not necessary for City employees to obtain quotes or to competitively bid the goods or services which are sought. Employees shall be responsible, however, for ensuring that the goods or services are of a quality sufficient to meet the City’s needs and that pricing is competitive.

When making purchases using the State’s assigned vendor, employees shall submit a purchase order to the vendor directly and shall include the State of Illinois contract number and the City’s assigned Joint Purchasing member I.D. number on the purchase order. This information should be included on the purchase order.

(See City of Highland Purchasing Policy); and

WHEREAS, City desires to purchase a new 2025 Ram 1500 for the Light and Power Department, from McGinley Inc., 7 Shamrock Blvd. Highland, IL 62249 (“McGinley Inc.”) through Stellantis, utilizing the joint purchasing agreement, guaranteeing pre-negotiated government pricing; and

WHEREAS, McGinley Inc. has provided a quote for a new 2025 Ram 1500, in the amount of \$48,202.00 (*see Exhibit A*; hereinafter “McGinley Inc. Proposal”); and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement and to purchase a new 2025 Ram 1500, through the National Government Joint Purchasing Program from McGinley Inc. through Stellantis, according to the McGinley Inc. Proposal (**Exhibit A**); 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 waive the competitive-bidding requirement to purchase a new 2025 Ram 1500, through the National Government Joint Purchasing Program from McGinley Inc. through Stellantis, according to the McGinley Inc. Proposal (**Exhibit A**), as a sole source purchase.

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

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

Section 2. The McGinley Inc. Proposal (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to enter the McGinley Inc. Proposal (**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 _____, 2025, 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

McGinley Inc.

7 Shamrock Blvd
Highland, IL 62249
(618) 654-2277

Salesperson: Justin Scholl

Date/Time: 4/23/2025 3:28:04 PM
Buyer: City of Highland
Home Phone:
Address: 1115 Broadway
Highland, IL 62249

Email:

No CoBuyer On Deal

2025 Ram 1500

No Trades On Deal

VIN:
Stock #:
Mileage:

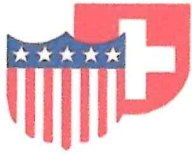
Matrix is not available for Cash Deals

MSRP or Retail Price	57185. ⁰⁰ \$0.00
Discount	\$9,573.00
Selling Price	\$47,612.00
Trade Allowance	\$0.00
Difference	\$47,612.00
License/Title Fees	\$190.00
Documentation Fee	\$365.00
CVR	\$35.00
Accessories	\$0.00
Total Taxes	\$0.00
Subtotal	\$48,202.00
Trade Payoff	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Back Options	\$0.00
Rebate	\$0.00
Cash Down Payment	\$0.00
Total Price	\$48,202.00

All payments, rates, terms quoted are subject to eligibility on approved credit.

Customer: _____

Sales Manager: _____



City of Highland
Fire Department
Chris Straub, Fire Chief



MEMO TO: Chris Conrad, City Manager

FROM: Chris Straub, Fire Chief

DATE: April 18, 2025

SUBJECT: Declaring Surplus Property for the Fire Department Recommendation Approval.

RECOMMENDATION

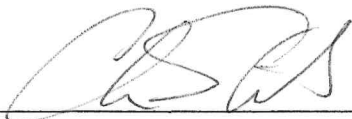
I recommend that you request council approval to declare the current Self Containing Breathing Apparatus (SCBA's) as surplus items.

DISCUSSION


The Fire Department will be receiving the replacement Self Contained Breathing Apparatus (SCBA's) within the next 30 days. The Fire Department intends to sell a portion of the SCBA's to a neighboring Fire Department.

FISCAL IMPACT

Funds from the sale will go in to the division account.

Recommended by: 

Chris Straub, Fire Chief

Approved by: 

Chris Conrad, City Manager

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL,
SPECIFICALLY PROPERTY FROM THE FIRE DEPARTMENT**

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

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

WHEREAS, the City Fire Department currently owns Self Containing Breathing Apparatuses (“Fire Department Property”); and

WHEREAS, The City Fire Department will be receiving replacement Self Contained Breathing Apparatuses within the next thirty (30) days; and

WHEREAS, in the opinion of this City Council, the Fire Department Property is no longer necessary or useful to, or in the best interests of the City to retain and should be declared surplus personal property; and

WHEREAS, the Fire Chief has informed the City Council the Fire Department Property will be sold for the highest value possible or disposed of if the Fire Department Property is deemed to have little or no value; and

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

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

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

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

Section 2. The City personal property, specifically the aforementioned Fire Department Property, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus and that it is in the best interest of the City to sell and/or dispose of the same.

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

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

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

Passed by the City Council 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 _____, 2025, 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

Police Department

Carole Widman, CHIEF OF POLICE

To: Honorable Mayor Hemann, City Council and City Manager Christopher Conrad

From: Chief Carole Widman

Date: May 5th, 2025

Re: Purchase of New 2025 Ram 1500 4x4 Truck for the Police Department

I am submitting for your approval a request to waive customary purchasing and bid procedures and award McGinley Inc. through Stellantis, the bid according to the Governmental Purchasing Agreement.

Recommendation:

Waive customary bidding due to the bid process having already been completed in which the Highland Police Department received 0 bids for the vehicles required. Award the purchase of one 2025 Ram 1500 4x4 Truck to McGinley Inc., through Stellantis governmental pricing, in Highland, IL. for \$50,865.

Discussion:

This vehicle will be utilized as an administrative vehicle and will replace a 2015 Dodge Charger with 67,900 miles and has been having consistent maintenance issues. This vehicle will also allow the Police Department to have an additional vehicle which can be used in inclement weather, used to tow equipment and or trailers, and traverse rough terrain if necessary.

Respectfully Submitted,

Chief Carole Widman

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
APPROVING AND AUTHORIZING THE PURCHASE OF A NEW 2025 RAM 1500 4X4
TRUCK FOR THE POLICE DEPARTMENT FROM MCGINLEY INC. THROUGH
STELLANTIS FOR \$50,865.00, THROUGH THE NATIONAL GOVERNMENT JOINT
PURCHASING PROGRAM**

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

WHEREAS, City Council has been advised of the need for a new 2025 RAM 1500 4X4 Truck (“Truck”) for the Police Department; and

WHEREAS, pursuant to 30 ILCS 525/2(a):

Sec. 4.2. Any governmental unit, except a governmental unit subject to the jurisdiction of a chief procurement officer established in Section 10-20 of the Illinois Procurement Code, may purchase personal property, supplies and services jointly with one or more other governmental units.

(See State of Illinois Governmental Joint Purchasing Act; 30 ILCS 525 *et seq.*); and

WHEREAS, pursuant to the City of Highland purchasing policy:

State of Illinois

City employees are authorized to obtain goods and services using the State of Illinois Joint Purchasing program. When available through the State program, it is not necessary for City employees to obtain quotes or to competitively bid the goods or services which are sought. Employees shall be responsible, however, for ensuring that the goods or services are of a quality sufficient to meet the City’s needs and that pricing is competitive.

When making purchases using the State’s assigned vendor, employees shall submit a purchase order to the vendor directly and shall include the State of Illinois contract number and the City’s assigned Joint Purchasing member I.D. number on the purchase order. This information should be included on the purchase order.

(See City of Highland Purchasing Policy); and

WHEREAS, City put out for bid, received no bid, and as a result, City is purchasing through the National Government Joint Purchasing Program (*see* Bid Tabulation Sheet attached hereto as **Exhibit A**); and

WHEREAS, City desires to purchase the Truck for the Police Department, from McGinley Inc., 7 Shamrock Blvd. Highland, IL 62249 (“McGinley Inc.”) through Stellantis, utilizing the joint purchasing agreement, guaranteeing pre-negotiated government pricing; and

WHEREAS, McGinley Inc. has provided a quote for the Truck, in the amount of \$50,865.00 (*see* **Exhibit B**; hereinafter “McGinley Inc. Proposal”); and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement and to purchase the Truck, through the National Government Joint Purchasing program from McGinley Inc. through Stellantis, according to the McGinley Inc. Proposal (**Exhibit 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 waive the competitive-bidding requirement to purchase the Truck, through the National Government Joint Purchasing program from McGinley Inc. through Stellantis, according to the McGinley Inc. Proposal (**Exhibit B**), as a sole source purchase.

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

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

Section 2. The McGinley Inc. Proposal (**Exhibit B**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to enter the McGinley Inc. Proposal (**Exhibit B**).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

CITY OF HIGHLAND BID TABULATION SHEET


BID OPENING: Date: April 15, 2025
 Time: 10:00am
 Item/Project Description: Police Vehicle
 Place: City Hall

BID #: PD-01-25

Page 1

	Steve Schmitt Inc.					
Item / Proposal Description	Highland					
Bid	No Bid					
Non-Delinquency of Tax Form						
Certificate of Compliance Form						

BID OPENER: 

BID RECORDER: 

McGinley Inc.

7 Shamrock Blvd
Highland, IL 62249
(618) 654-2277

Date/Time: 4/16/2025 11:24:42 AM

Buyer: City of Highland

Home Phone:

Address: 1115 Broadway
Highland, IL 62249

No CoBuyer On Deal

Salesperson: Justin Scholl

Email:

2025 Ram 1500

No Trades On Deal

VIN:

Stock #:

Mileage:

Matrix is not available for Cash Deals

MSRP or Retail Price	58470.00 \$0.00
Discount	\$9,715.00
Selling Price	\$48,755.00
Trade Allowance	\$0.00
Difference	\$48,755.00
License/Title Fees	\$190.00
Documentation Fee	\$365.00
CVR	\$35.00
Accessories TRIFOLD	\$1,520.00
Total Taxes	\$0.00
Subtotal	\$50,865.00
Trade Payoff	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Back Options	\$0.00
Rebate	\$0.00
Cash Down Payment	\$0.00
Total Price	\$50,865.00

49345

All payments, rates, terms quoted are subject to eligibility on approved credit.

Customer: _____

Sales Manager: _____

MCGINLEY INC
7 SHAMROCK BLVD
HIGHLAND, IL 622491174

Configuration Preview

Date Printed: 2025-04-16 11:00 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 0010T City of Highla
FAN 2:
Client Code:
Bid Number: TB5063
PO Number:

Sold to:
MCGINLEY INC (68149)
7 SHAMROCK BLVD
HIGHLAND, IL 622491174

Ship to:
MCGINLEY INC (68149)
7 SHAMROCK BLVD
HIGHLAND, IL 622491174

Vehicle: 2025 1500 BIGHORN/LONESTAR CREW 4X4 (144.5 in WB 5 ft 7 in Box) (DT6H98)

	Sales Code	Description	MSRP(USD)
Model:	DT6H98	1500 BIGHORN/LONESTAR CREW 4X4 (144.5 in WB 5 ft 7 in Box)	51,535
Package:	23Z	Customer Preferred Package 23Z	0
	ERG	3.6L V6 24V VVT eTorque Engine Upg I	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	245
	APA	Monotone Paint	0
	*T9	Deluxe Cloth Bucket Seat	595
	-X9	Black	0
Options:	MAF	Fleet Purchase Incentive	0
	MDA	Front License Plate Bracket	0
	CLF	Mopar Front & Rear Rubber Floor Mats	215
	ANT	Bed Utility Group	945
	AWL	Off Road Group	1,245
	A62	Big Horn Level 1 Equipment Group	1,695
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5063	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,995

Total Price: 58,470

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:
USA
Instructions:

PSP Month/Week:
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



City of Highland

Police Department

Carole Widman, CHIEF OF POLICE

To: Honorable Mayor Hemann, City Council and City Manager Christopher Conrad

From: Chief Carole Widman

Date: May 5th, 2025

Re: Purchase of New 2025 Jeep Grand Cherokee for the Police Department

I am submitting for your approval a request to waive customary purchasing and bid procedures and award McGinley Inc. through Stellantis, the bid according to the Governmental Purchasing Agreement.

Recommendation:

Waive customary bidding due to the bid process having already been completed in which the Highland Police Department received 0 bids for the vehicles required. Award the purchase of one Jeep Grand Cherokee to McGinley Inc., through Stellantis governmental pricing, in Highland, IL. for \$40,830.

Discussion:

This vehicle will be utilized by the investigations unit to replace a 2013 Ford Explorer which will be repurposed to the Building and Zoning Division.

Respectfully Submitted,

Chief Carole Widman

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
APPROVING AND AUTHORIZING THE PURCHASE OF A NEW 2025 JEEP GRAND
CHEROKEE FOR THE POLICE DEPARTMENT FROM MCGINLEY INC. THROUGH
STELLANTIS FOR \$40,830.00, THROUGH THE NATIONAL GOVERNMENT JOINT
PURCHASING PROGRAM**

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

WHEREAS, City Council has been advised of the need for a new 2025 Jeep Grand Cherokee (“Jeep”) for the Police Department; and

WHEREAS, pursuant to 30 ILCS 525/2(a):

Sec. 4.2. Any governmental unit, except a governmental unit subject to the jurisdiction of a chief procurement officer established in Section 10-20 of the Illinois Procurement Code, may purchase personal property, supplies and services jointly with one or more other governmental units.

(*See State of Illinois Governmental Joint Purchasing Act; 30 ILCS 525 et seq.*); and

WHEREAS, pursuant to the City of Highland purchasing policy:

State of Illinois

City employees are authorized to obtain goods and services using the State of Illinois Joint Purchasing program. When available through the State program, it is not necessary for City employees to obtain quotes or to competitively bid the goods or services which are sought. Employees shall be responsible, however, for ensuring that the goods or services are of a quality sufficient to meet the City’s needs and that pricing is competitive.

When making purchases using the State’s assigned vendor, employees shall submit a purchase order to the vendor directly and shall include the State of Illinois contract number and the City’s assigned Joint Purchasing member I.D. number on the purchase order. This information should be included on the purchase order.

(*See City of Highland Purchasing Policy*); and

WHEREAS, City put out for bid, received no bid, and as a result, City is purchasing through the National Government Purchasing Program (*see Bid Tabulation Sheet attached hereto as Exhibit A*); and

WHEREAS, City desires to purchase the Jeep for the Police Department, from McGinley Inc., 7 Shamrock Blvd. Highland, IL 62249 (“McGinley Inc.”) through Stellantis, utilizing the joint purchasing agreement, guaranteeing pre-negotiated government pricing; and

WHEREAS, McGinley Inc. has provided a quote for the Jeep, in the amount of \$40,830.00 (*see Exhibit B; hereinafter “McGinley Inc. Proposal”*); and

WHEREAS, City Council deems it to be in the best interests of City to waive the competitive-bidding requirement and to purchase the Jeep, through the National Government Joint Purchasing program from McGinley Inc. through Stellantis, according to the McGinley Inc. Proposal (**Exhibit 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 waive the competitive-bidding requirement to purchase the Jeep, through the National Government Joint Purchasing Program from McGinley Inc. through Stellantis, according to the McGinley Inc. Proposal (**Exhibit B**), as a sole source purchase.

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

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

Section 2. The McGinley Inc. Proposal (**Exhibit B**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to enter the McGinley Inc. Proposal (**Exhibit B**).

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

**CITY OF HIGHLAND
BID TABULATION SHEET**

BID OPENING: Date: April 15, 2025

BID #: PD-02-25

Time: 10:00am

Item/Project Description: Police Vehicle

Place: City Hall

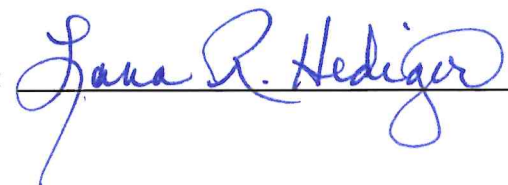
Page 1

	Steve Schmitt Inc.					
Item / Proposal Description	Highland					
Bid	No Bid					
Non-Delinquency of Tax Form						
Certificate of Compliance Form						

BID OPENER: _____



BID RECORDER: _____



McGinley Inc.

7 Shamrock Blvd
Highland, IL 62249
(618) 654-2277

Date/Time: 4/16/2025 11:12:24 AM

No CoBuyer On Deal

Buyer: City of Highland

Home Phone:

Address: 1115 Broadway
Highland, IL 62249

Salesperson: Justin Scholl

Email:

2025 Jeep Grand Cherokee

No Trades On Deal

VIN:

Stock #:

Mileage:

Matrix is not available for Cash Deals

MSRP or Retail Price	43970.00 \$0.00
Discount	\$3,730.00
Selling Price	\$40,240.00
Trade Allowance	\$0.00
Difference	\$40,240.00
License/Title Fees	\$190.00
Documentation Fee	\$365.00
CVR	\$35.00
Accessories	\$0.00
Total Taxes	\$0.00
Subtotal	\$40,830.00
Trade Payoff	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Back Options	\$0.00
Rebate	\$0.00
Cash Down Payment	\$0.00
Total Price	\$40,830.00

All payments, rates, terms quoted are subject to eligibility on approved credit.

Customer: _____

Sales Manager: _____

MCGINLEY INC
7 SHAMROCK BLVD
HIGHLAND, IL 622491174

Configuration Preview

Date Printed: 2025-04-16 11:03 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 0010T City of Highlar
FAN 2:
Client Code:
Bid Number: TB5063
PO Number:

Sold to:
MCGINLEY INC (68149)
7 SHAMROCK BLVD
HIGHLAND, IL 622491174

Ship to:
MCGINLEY INC (68149)
7 SHAMROCK BLVD
HIGHLAND, IL 622491174

Vehicle:

2025 GRAND CHEROKEE LAREDO 4X4 (WLJH74)

	Sales Code	Description	MSRP(USD)
Model:	WLJH74	GRAND CHEROKEE LAREDO 4X4	39,035
Package:	23D	Customer Preferred Package 23D	750
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFW	8-Spd Auto 8HP50 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	595
	APA	Monotone Paint	0
	*AJ	Cloth Seats	0
	-X7	Global Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	MDA	Front License Plate Bracket	0
	ALW	Luxury Tech Group I	1,795
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5063	Government Incentives	0
Discounts:	YGW	5.5 Additional Gallons of Gas	0
Destination Fees:			1,795
Total Price:			<u>43,970</u>

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



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

To: Honorable Mayor Hemann and City Council
From: Chris Conrad-City Manager
Date: May 5, 2025
Re: Purchase of real estate from DJR Properties, LLC

I respectfully request the city council to approve the purchase of 1013 and 1017 Main Street for the purpose of constructing additional public parking for both the WCC and City Square events.

One of the main issues we face in the revitalization of our square is parking for those attending events and visiting businesses on our square. It is the chief complaint we receive from businesses and building owners and is a common discussion topic among mayors and city managers at statewide conferences. We therefore stay alert for opportunities to increase our parking availability when we can.

We recently approached DJR Properties, LLC with the possibility of purchasing the existing building at 1017 Main Street and the neighboring empty lot at 1013 Main Street. These properties are ideal for additional parking because they adjoin our existing WCC lot.

We negotiated a price of \$350,000.00 for both lots, which we considered reasonable since we are buying a going concern at 1017 Main Street. Even at this price, we believe we will be adding nearly 30 parking spaces at a much lower price than an alternative option we had been researching which would have only added about 20 additional spaces for nearly double the money.

The City has budgeted for this project under the business district tax fund and we were recently awarded some infrastructure money from the DCEO that we will also be using to offset the cost to the City.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COMMERCIAL REAL ESTATE SALES CONTRACT WITH DJR PROPERTIES LLC FOR PROPERTY LOCATED AT PIN: 01-2-24-05-07-202-017 AND PIN: 01-2-24-05-07-202-016

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

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

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

WHEREAS, City has authority, pursuant to 65 ILCS 5/3.1-40-35, by ordinance adopted by an affirmative majority of votes of the elected corporate authorities then holding office:

(ii) for the expenditure or appropriation of its money shall require the concurrence of a majority of all members then holding office on the city council.

And

WHEREAS, City intends to purchase real estate from the DJR Properties, LLC for \$350,000.00 for right-of-way to construct roads, sidewalks, infrastructure, and other public purposes (*see Exhibit A*); and

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

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

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

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

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

Section 2. City has determined it to be in the best interest of public health, safety, general welfare and economic welfare to purchase the real estate pursuant to the terms of the signed real estate contract attached hereto as **Exhibit A**.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, 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

COMMERCIAL REAL ESTATE SALES CONTRACT

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

THIS REAL ESTATE SALES CONTRACT ("Agreement") is made and entered into effective as of the date City obtains the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Ordinance and by the affirmative vote of the corporate authorities then holding office (the "Effective Date"), by and between DJR Properties, LLC, An Illinois Limited Liability Company Business # 01992252 ("Seller") and CITY OF HIGHLAND, MADISON COUNTY, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION ("Purchaser").

I. Sale of Property. Seller agrees to sell, transfer, and convey to Purchaser and Purchaser agrees to purchase from Seller, in accordance with the terms of this Agreement, all of Seller's right, title, estate, and interest in and to a portion of that certain real property known as:

Lot 9 and 2 feet in even width off of the West side of Lot 8 in Block 15 in Highland, according to the Plat thereof recorded in the Recorder's Office of Madison County, Illinois IN Plat Book 4, Page 40, Situated in Madison County, IL

PIN: 01-2-24-05-07-202-017

**Common address: 1013 Main Street
 Highland, IL 62249**

And,

A strip of Land of uniform width of 23 feet off of the East side of the West Half lot of Number 8 in Block 15 of the Original Town, now City of Highland, as the same appears from plat thereof recorded in Book 14 at Page 574 and recopied in Plat Book 4 at Page 40 and Plat Book 15 at Page 20 of the Recorder's Office of Madison County, Illinois, situated in the City of Highland, County of Madison and State of Illinois.

PIN: 01-2-24-05-07-202-016

**Common Address: 1017 Main Street
 Highland, IL 62249**

(Fill in legals once obtained)

See also Exhibit A (the "Property").

II. **Purchase Price and Payment.** The purchase price ("Purchase Price") for the combined properties is **Three hundred and Fifty thousand dollars and no cents (\$350,000.00)**, which shall be paid as follows:

- a. **Down Payment.** Upon passage by Council and execution of this agreement, Purchaser shall pay to Seller the amount of \$35,000.00 by check or wire transfer of funds, an amount that shall be applied to total purchase price.
- b. **Payment at Closing.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to the prorations and adjustment shown below, by check or by wire transfer of funds.

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

- a. **Taxes.** All ad valorem real estate taxes ("Taxes") imposed on the Property for the year in which Closing occurs and any prior years which are not yet due and payable shall be prorated and adjusted to the Closing Date, hereinafter defined, based on the latest information available with respect to Taxes. All prorations will be on the basis of a 365-day year with the Closing Date being charged to Purchaser. The Taxes which are charged to Purchaser pursuant hereto shall be a Permitted Encumbrance, as defined below; and Purchaser shall be responsible for the payment of all of such Taxes, when they become due.
- b. **Release of Encumbrances.** Seller shall convey to Purchaser, good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to: (i) the lien of taxes not yet due and payable, (ii) all matters shown in public records, (iii) any matter that is waived or not timely objected to by Purchaser that is shown on the Commitment (defined below), (iv) any matter that is waived or not timely objected to by Purchaser that would be shown by a current and accurate survey and/or inspection of the Property, (v) any matter created by or arising from an act, omission or acquiescence of Purchaser, its employees, agents, contractors or subcontractors; (vi) any lien or encumbrance relating to general or special assessments; (vii) any other matters of title to which Purchaser expressly consents to in writing. Each item listed shall be a "Permitted Encumbrance" and shall be collectively referred to as the "Permitted Encumbrances." Other than the Permitted Encumbrances, on or before Closing, Seller shall cause, at Seller's cost, any and all assessments, liens, security interests, mortgages or deeds of trust and other encumbrances affecting the Property that were not caused by Purchaser ("Seller Encumbrances"), to be satisfied and released, unless they are assumed by Purchaser at Closing. The proceeds due at Closing may be applied to satisfy or pay any such Seller Encumbrances.
- c. **Expenses.** Seller shall be responsible to pay for all expenses in connection with the payment of any Seller Encumbrances and recording costs to release any

Seller Encumbrances, Seller's attorneys' fees, real estate transfer or documentary taxes, and customary escrow or closing fees charged by the Title Company.

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

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

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

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

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

"Purchaser" shall mean any agent, broker, contractor, employee, or representative of Purchaser. This provision shall survive Closing or other termination of this Agreement.

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

- a. Title Commitment/Examination. Purchaser, at Purchaser's cost and expense, may order a title search and commitment for title insurance ("Commitment") on the Property, together with complete copies of all exception documents to title ("Exceptions") from Title Company. Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Commitment reveals any Exceptions which are unacceptable to Purchaser; otherwise said Commitment shall be deemed approved and such Exceptions shall be deemed Permitted Encumbrances to which the deed conveying the Property to Purchaser shall be subject.
- b. Physical Inspection. Purchaser shall be satisfied with the results of the Investigations. Purchaser shall notify Seller, in writing, of any condition disclosed during its Investigations that is not satisfactory to Purchaser and Seller shall have thirty days (30) days to cure such condition, with the Contingency Date automatically extended for such period, if cure is undertaken.
- c. Survey. Purchaser, at its sole cost and expense, may order a survey of the Property (the "Survey"). Purchaser shall notify Seller, in writing on or prior to the expiration of the Contingency Date, if the Survey reveals any matter(s) affecting the Property unacceptable to Purchaser, including, but not limited to, discrepancies in the legal description on the Survey as compared to the legal description recorded in the chain of title, verification of the total acreage of the Property, the Property boundary lines, and the location of all recorded easements and other encroachments, if any, the location of the improvements on the Property, and any other considerations deemed necessary by Purchaser. Purchaser shall notify Seller, in writing, if the Survey reveals any encroachments or other survey conditions which are unacceptable to Purchaser. If Purchaser fails to provide written notice of its objection to any items, prior to the expiration of the Contingency Date, to Seller that (i) are disclosed on the Survey, or (ii) would have been disclosed on a survey of the Property if Seller would have secured a survey, such items shall be Permitted Encumbrances.
- d. Permitted Use. Purchaser shall determine the existing zoning and other governmental regulations that permit the use of the Property for Purchaser's intended use.

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

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

VII. Closing

- a. Place and Closing Date. Subject to the terms of this Agreement, the closing of the purchase and sale of the Property ("Closing") shall take place at the Title Company, on a date to be mutually determined by Seller and Purchaser, or after all Contingencies are waived or cured ("Closing Date"). Seller has expressed his intent to relocate the business currently on the subject property and Purchaser agrees to work with Seller on timing of the closing to minimize the impact to Seller's business with the intent to close during calendar year 2025.
- b. **In all instances, the Closing Date and Contingency Date shall be the same date.**
- c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing and shall remove any and all personal property that will be retained by Seller at that time.
- d. Seller's Obligations at Closing. At Closing, Seller shall execute and acknowledge in recordable form if necessary, the following documents (collectively, "Seller's Obligations") upon satisfaction of Purchaser's Obligations (as defined below):
 1. Deed. A Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.
 2. P-Tax. Execute along with Purchaser, an Illinois Transfer Tax Declaration Form.
 3. Seller's Affidavit. A commercially reasonable Seller's Affidavit.
 4. Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.

5. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Purchaser to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including without limitation, a settlement statement, or other documents, consents, and approvals from Seller.

e. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, execute and deliver the following items to Seller or the Title Company, as the case may be (collectively, "Purchaser's Obligations"):

1. Purchase Price. Deliver the balance of the Purchase Price by check or by wire transfer of funds to the Title Company (subject to adjustment and proration as hereinbefore provided).

2. P-Tax. Execute along with Seller an Illinois Transfer Tax Declaration.

3. Deed. Acknowledge and accept a copy of Seller's Warranty Deed conveying fee simple title of the Property to Purchaser, subject to the Permitted Encumbrances.

4. Miscellaneous. Any other documents reasonably required by this Agreement, the Title Company, or Seller to be delivered by Purchaser or necessary to implement and effectuate the Closing hereunder, including, without limitation, a settlement statement, or other documents, consents, and approvals from Purchaser satisfactory to Seller.

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

If to Seller: DJR Properties, LLC IL Business Number 01992252
Daryn G. Riechmann-Agent
Address: 1017 Main St., Highland, IL 62249
Telephone: (618) 975-6650
Email: chippers1017@gmail.com

If to Purchaser: City of Highland
Madison County, Illinois
Attention: Chris Conrad
City Manager
1115 Broadway

P.O. Box 218
Highland, Illinois 62249-0218
Telephone: (618) 654-9891
Facsimile: (618) 654-4768
Email: cconrad@highlandil.gov

IX. Additional Covenants.

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

X. AS IS.

- a. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (VIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, ZONING OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF

HAZARDOUS MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER ITS AGENTS, BROKERS, CONTRACTORS, OR EMPLOYEES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES; THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SUBSECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

XI. Litigation.

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

XII. Defaults and Remedies

- a. Default by Seller. In the event that Seller shall have failed to have timely performed any of Seller's Obligations, covenants, and/or agreements contained herein which are to be performed by Seller, then Purchaser, at its option and as its sole and exclusive remedy, may: (i) specifically enforce the provisions of this Agreement; or (ii) cancel and terminate this Agreement and be entitled to return of the 10% down payment.

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

XIII. Miscellaneous

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

g. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, between the parties concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.

h. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's brokers, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation and/or negotiation of this Agreement.

i. Compliance with Laws, Regulations, and Accreditation. Purchaser and Seller believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should Purchaser or Seller have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto made prior to the Closing, Purchaser or Seller shall give written notice to the other party regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of first providing notice of the need to amend this Agreement to comply with laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice. Upon the termination of this Agreement pursuant to this Section, and notwithstanding anything to the contrary set forth herein, any money shall be returned, and both Seller and Purchaser shall be relieved of their respective obligations under this Agreement unless such obligations survive the termination of the Agreement.

XIV. Acceptance of Contract. Purchaser and Seller intend to execute this Agreement prior to Purchaser obtaining the approvals necessary to give force and effect to this Agreement. Purchaser represents that this Agreement must be passed by Ordinance and by the affirmative vote of the corporate authorities then holding office. Neither Purchaser nor Seller shall have any obligation under this Agreement until Purchaser has obtained all necessary approvals to this Agreement having full force and effect; and, if such approvals have not been obtained by Purchaser, this Agreement shall have no force or effect.

[Signature Page Follows]

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

SELLER:

DJR Properties, LLC IL # 01992252

Daryn G. Riechmann-Agent

Address: 1017 Main Street

Highland, IL 62249

Phone number: 618-975-6650

Email address: chippers1017@gmail.com

By: *Daryn G. Riechmann*

DJR Properties LLC

Date: *4-30-25*

PURCHASER:

City of Highland

Madison County, Illinois

1115 Broadway

P.O. Box 218

Highland, Illinois 62249-0218

Chris Conrad

City Manager

City of Highland, Illinois

By: _____

Date: _____

EXHIBIT A

Legal Descriptions

Lot 9 and 2 feet in even width off of the West side of Lot 8 in Block 15 in Highland, according to the Plat thereof recorded in the Recorder's Office of Madison County, Illinois IN Plat Book 4, Page 40, Situated in Madison County, IL

PIN: 01-2-24-05-07-202-017

Ref: 2018R34338

**Common address: 1013 Main Street
Highland, IL 62249**

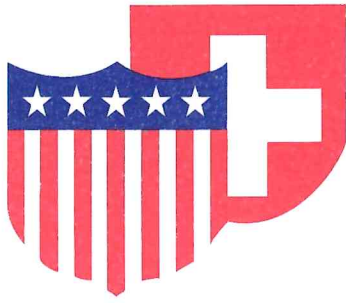
And,

A strip of Land of uniform width of 23 feet off of the East side of the West Half lot of Number 8 in Block 15 of the Original Town, now City of Highland, as the same appears from plat thereof recorded in Book 14 at Page 574 and recopied in Plat Book 4 at Page 40 and Plat Book 15 at Page 20 of the Recorder's Office of Madison County, Illinois, situated in the City of Highland, County of Madison and State of Illinois.

PIN: 01-2-24-05-07-202-016

Ref: 2018R31253

**Common Address: 1017 Main Street
Highland, IL 62249**



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: April 23, 2025

SUBJECT: Main Street and Pine Street Parking Lot Expansion, PW-05-25
Recommendation for Approval of Preliminary Engineering Services

RECOMMENDATION

I recommend that you request council approval of a preliminary engineering services agreement with Oates Associates for the above-referenced project, with an estimated cost not to exceed \$28,900.00.

DISCUSSION

The project will expand the current concrete parking lot at the corner of the intersection, roughly doubling the spaces. We anticipate adding 27 new spots, for a total of 54 spots. The plan is to purchase the existing business and the adjacent lot and raze the building. The lot will better serve events on the Square and local businesses as overflow parking. The parking lot at the intersection of Walnut Street and Main Street, constructed several years ago, is regularly used.

FISCAL IMPACT

This project will utilize Business District funds and the state of Illinois Department of Commerce and Economic Opportunity funds.

CONCURRENCE

Recommended by: Joe Gillespie
Joe Gillespie, Director of Public Works

Approved by: Christopher Conrad
Christopher Conrad, City Manager

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PROPOSAL FOR PRELIMINARY ENGINEERING SERVICES WITH OATES
ASSOCIATES, INC., FOR MAIN STREET AND PINE STREET PARKING LOT
EXPANSION, PW-05-25**

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

WHEREAS, City desires to expand the current parking lot along Main Street and Pine Street, PW-05-25, with the anticipation of adding twenty-seven (27) new spots for a total of fifty-four (54) spots; and

WHEREAS, City has consulted with Oates Associates, Inc. (hereinafter “Oates”), an engineering firm, to expand the current parking lot along Main Street and Pine Street, PW-05-25; and

WHEREAS, Oates has submitted a “Proposal” to City for preliminary engineering services to expand the current parking lot along Main Street and Pine Street, PW-05-25. (*See Exhibit A*); and

WHEREAS, Oates’s Proposal to City for preliminary engineering services to expand the current parking lot along Main Street and Pine Street, PW-05-25 as follows:

- Prepare a cover sheet, location map, index of sheets, list of standard drawings, and general notes.
- Prepare and label pavement details the new pavement structure.
- Refine plan sheets from preliminary design with labels, cross references, and pay item callouts.
- Prepare construction details for entrances and refine details provided in preliminary design.
- Add erosion control callouts to the plan sheets.
- Prepare a drainage memo summarizing the detention calculations.
- Send pre-final plans and schedules to the utility companies for coordination. No adjustments are anticipated.
- Prepare contract documents, including check sheets, supplemental specifications, interim provisions and project specific special provisions.
- Develop final quantity estimates for bidding and construction.
- Prepare a final estimate of time and construction cost estimate.
- Prepare bidding documents including notice to bidders, contract proposal, schedule of prices, and project contract.
- Submit Plans, Specifications and Estimates to the City for design approval.
- Incorporate revisions and/or comments requested by the City that are germane to the project scope.

Hereinafter “Expansion” (*See Exhibit A*); and

WHEREAS, Oates has agreed to furnish the above engineering services for a maximum fee not to exceed \$28,900.00 (**Exhibit A**); and

WHEREAS, City finds that the terms of the Oates Proposal (**Exhibit A**) are fair and reasonable, and City finds the Oates Proposal (**Exhibit A**) should be approved; and

WHEREAS, City has determined it to be in the best interests of the health, safety, general welfare and economic welfare of City to approve the Oates Proposal (**Exhibit A**); and

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute and date the Oates Proposal, and any other documents necessary to give effect to the Oates Proposal (**Exhibit A**).

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

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

Section 2. The Oates Proposal for the Expansion (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date the Oates Proposal for the Expansion, or any other documents necessary to give effect to the Oates Proposal (*See* **Exhibit A**).

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

Passed by the City Council 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 _____, 2025, 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

**Collinsville**

100 Lanter Ct, Ste 1
Collinsville, IL 62234
618.345.2200

St. Louis

720 Olive St, Ste 700
St. Louis, MO 63101
314.588.8381

Belleville

1 S Church St, Ste 200
Belleville, IL 62220
618.416.4688

St. Charles

820 S Main St, Ste 309
St. Charles, MO 63301
636.493.6277

April 17, 2025

Mr. Joe Gillespie
Director of Public Works
City of Highland
1113 Broadway, PO Box 218
Highland, Illinois 62249-0218

Re: Parking Lot at Main Street and Pine Street
OA Project No. 225059

Dear Mr. Gillespie:

This letter will serve as our agreement to perform the following services connected with the design of a parking lot at Main Street and Pine Street (hereinafter called the "Project") subject to the General Conditions shown on the attached Exhibit A.

Scope: Our Scope of Services include preparing plans, specifications, estimates, and bidding documents, all as further described in the attached Scope of Services. We will also furnish such Additional Services as you may request.

Schedule: Deliverables will be submitted to the City at a mutually agreeable schedule.

Estimated Cost: \$28,900 in accordance with current hourly rates and reimbursable schedule of our Professional Services Agreement.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

OATES ASSOCIATES, INC.

Brandon Beckemeyer, PE
Project Manager

Steven Keil, PE, PLS
Project Principal

Accepted on this date: _____

By: _____

Title: _____

General

Services are requested to prepare plans, specifications, estimates, and bidding documents for a parking lot at Main Street and Pine Street as shown in the concept drawing attached at the end of the Scope of Services.

The Scope of Services is described in the following sections of this document

Task 1.0 – Field Survey

The consultant's scope includes:

- Topo survey for the project area including gathering street, sidewalk, and alley grades and inverts.
- Set control points for the project area.
- Draw survey in the office to create a background drawing.
- Site visit to review existing conditions and mark removal limits for a JULIE utility locate.
- Search for and find property pins and set an approximate right of way lines and property lines in CAD.
- Provide initial utility coordination to determine potential utility conflicts and to aid with design.
 - Call in a JULIE locate for the prior to the survey.
 - Tie in marked utilities.
 - Send the topography survey to the utility companies to confirm the existence of their facilities.

Task 2.0 – Preliminary Design and Calculations

The consultant's scope includes:

- Develop a preliminary parking lot layout.
- Develop a preliminary grading plan.
- Define the existing and proposed drainage areas.
- Run preliminary detention calculations to size the detention swale.
- Prepare a cost estimate.
- Submit the preliminary design to the City for review and comment.

Task 3.0 – Plans, Specifications, and Estimates (PS&E)

The consultant's scope includes:

- Prepare a cover sheet, location map, index of sheets, list of standard drawings, and general notes.
- Prepare and label pavement details the new pavement structure.
- Refine plan sheets from preliminary design with labels, cross references, and pay item callouts.
- Prepare construction details for entrances and refine details provided in preliminary design.
- Add erosion control callouts to the plan sheets.
- Prepare a drainage memo summarizing the detention calculations.
- Send pre-final plans and schedules to the utility companies for coordination. No adjustments are anticipated.
- Prepare contract documents, including check sheets, supplemental specifications, interim provisions, and project specific special provisions.
- Develop final quantity estimates for bidding and construction.
- Prepare a final estimate of time and construction cost estimate.

- Prepare bidding documents including notice to bidders, contract proposal, schedule of prices, and project contract.
- Submit Plans, Specifications, and Estimates to the City for design approval.
- Incorporate revisions and/or comments requested by the City that are germane to the project scope.

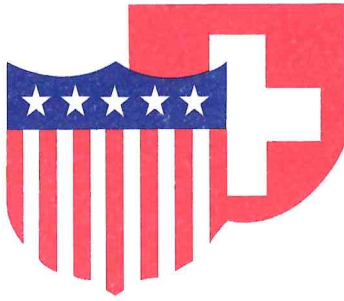
Excluded from the Scope of Services

The consultant's scope excluded:

1. Bid Assistance – can be negotiated later.
2. Construction Administration – assumed by the City.
3. Utility relocation plans. Only initial utility coordination is included as it is assumed they can be designed around.
4. Construction inspection/observation – assumed by the City.
5. Geotechnical Engineering.
6. Environmental Engineering.
7. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents.
8. Construction layout – Can be negotiated later if needed.
9. IDOT coordination – the project will not affect any IDOT Roads, so no IDOT coordination is required.
10. Pavement coring.
11. Private utility locates.



27 NEW SPACES (INCLUDES 1 ADA SPACE)



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: April 23, 2025
SUBJECT: Pavement Marking 2025, PW-06-25
Notice of Municipal Letting

RECOMMENDATION

I recommend that you request council approval to advertise for the above referenced NOML for pavement markings on city streets. The proposed bidding document is attached.

DISCUSSION

The pavement markings need to be refreshed periodically for safety and good visibility. The peripheral route, which includes Hemlock Street, Frank Watson Parkway, Koepfli Lane, Troxler Avenue, Veterans Honor Parkway, and portions of Poplar Street and Broadway, is scheduled. The painting includes the edge lines, center lines (solid and skip dash), arrows, and bike designations.

FISCAL IMPACT

The funds are available in the Non Home Rule Sales Tax account.

CONCURRENCE

Recommended by: Joe Gillespie
Joe Gillespie, Director of Public Works

Approved by: Christopher Conrad
Christopher Conrad, City Manager

City of Highland, Illinois
Department of Public Works

Pavement Marking 2025

PW-06-25

Approved by: _____ **Date:** _____
City Manager

Date: May 28, 2025
Time: 10:00 a.m.

Location: City of Highland City Hall
1115 Broadway
Highland, IL 62249

Proposal Submitted by:

Vendor Name: _____

Address: _____

City, State, Zip: _____

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BID FORM

Submit this bid to: City of Highland City Hall
 1115 Broadway
 P.O. Box 218
 Highland, Illinois 62249

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Highland in the form included in the Contract Administration to perform and furnish all Work as specified or indicated in the Special Provisions within the specified time and for the amount indicated in the Bid and in accordance with other terms and conditions of the Contract Documents.

Bidder accepts all of the terms and conditions of the Contract Administration and the Special Provisions, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 30 days after the day of bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Documents within 15 calendar days after the date of the Notice of Award.

In submitting this Bid, Bidder represents that:

- a) Bidder has visited the site and is familiar and satisfied with the location and site conditions, which may affect the cost, progress, performance, and completion of the Work.
- b) Bidder is familiar with, and has satisfied with all Federal, State, and Local laws and regulations that may affect the performance of this Work.
- c) Bidder is familiar and satisfied with the general nature of the Work.
- d) Bidder has given the City of Highland written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by the City of Highland is acceptable to the Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all items and conditions for performing and furnishing the Work for which this Bid is submitted.
- e) This Bid is genuine, not made in the interest or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder of over the City of Highland.

f) Bidder agrees to complete and submit if awarded this Bid, the Certificate of Compliance, the Certificate of Non-Delinquency of Taxes, and the Certificate of Compliance with the Substance Abuse Prevention on Public Works Projects Act, and Hold Harmless.

g) The bidder agrees to complete the work as described.

The bidder agrees to complete the work within the specified time limit.

Communications with the bidders should be addressed to the following address:

(Please print or type)

AUTHORIZED

SIGNATURE:_____ TITLE:_____

Print Name:_____

ITEM	QUANTITY	UNIT PRICE	TOTAL ITEM BID
4" PAINT PVMT MRK LINE	107,000 FT	_____	_____
PAINT PVMT MRK LTRS & SYMBOLS	1,100 SQ FT	_____	_____
		TOTAL BID	_____

SIGNATURES

(If an individual)

Name (print) _____

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name (print) _____

Signed by (print) _____

Signature _____

Business Address _____

(If a corporation)

Corporation Name _____

Signed by (print) _____

Signature _____

Title _____

Business Address _____

CONTRACT

This agreement, made and entered into this _____ day of _____, 2025, by and between the City of Highland, Illinois, party of the first part, hereinafter designated as the Owner, and _____ his or their executors, administrators, successors and assignees, party of the second part, hereinafter designated as the Contractor.

Witnesseth: That the said Contractor has covenanted, contracted, and agreed, and by these presents does covenant, contract, and agree with the said Owner for and in consideration of the payment provided in the proposal attached hereto, and under the penalty expressed in the bond attached hereto, to do all called for by the specifications, free from all claims, liens, and charges.

It is also understood and agreed that the Contract Administration, Specifications, Bid Form, Proposal, and other exhibitors hereto attached or herein referred to are all essential documents for this Contract and are part thereof.

In witness therefore, on the day and year first above written, the parties hereto have set their hands and seals.

City of Highland, Illinois (Owner)

By: _____

Title: _____ Mayor

Attest: _____

Title: _____

(CORPORATE SEAL)

(if corporation) _____ (Contractor)

By: _____ President

Attest: _____ Secretary

(if a partnership) _____ (Contractor)

_____ (Contractor)

Partners doing business under the firm name of:

If an individual _____

CERTIFICATE OF COMPLIANCE

The undersigned Bidder / Proposer on a Contract submitted for bids / proposals by the City of Highland, Illinois known as _____, hereby certifies that he/she/it is not barred from bidding on the Contract as a result of violation of either Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of Chapter 38 of the Illinois Revised Statutes.

Dated: _____, 20____

Company Name

Address

City / State / Zip Code

Signature

Print Name

Title

CERTIFICATE OF NON-DELINQUENCY OF TAX



City of Highland

To: All Vendors and Contractors

From: City of Highland

RE: Certificate of Non-Delinquency of Tax

As a result of a recent amendment to the Illinois Municipal Code (Adding Section 11-42.1-1), the City of Highland is prohibited from entering into a contract with any individual or anyone else that is delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless that party is contesting the tax in accordance with procedure established by the particular taxing act.

Further, before awarding a contract, the City of Highland is required to obtain a statement under oath from the party with whom it is contracting that no such taxes are delinquent. If a false statement is made, it voids the contract and allows the City to recover all amounts paid to the individual in a civil action.

CERTIFICATE OF NON-DELINQUENCY OF TAX

As required by Section 11-42.1-1 of the
Illinois Municipal Code

The undersigned hereby and herewith certifies under oath that he/she/it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if delinquent, is currently contesting the liability or the amount of such tax in accordance with the procedures established by the appropriate Taxing Act.

A person is not considered delinquent in the payment of a tax for the purposes of this certification if such person has entered into an Agreement with the Illinois Department of Revenue for the payment of all taxes claimed delinquent, and is in compliance with that Agreement. If such is the case with the undersigned, the undersigned certifies that he/she/it has made such an Agreement and is in compliance therewith.

Date

Company Name

Federal I.D. Number

Address

City / State / Postal Code

Signature / Title

Signed and sworn to before me this _____ day of _____, 20____.

Notary Public

**CERTIFICATION OF COMPLIANCE WITH THE SUBSTANCE ABUSE
PREVENTION PROGRAM CERTIFICATION**



City of Highland

To: All Vendors

From: City of Highland

RE: Certificate of Compliance with the Substance Abuse Prevention on Public Works
Projects Act

“The Substance Abuse Prevention on Public Works Projects Act” (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*) became effective in the State of Illinois on January 1, 2008.

Due to the above-stated law, all bids from contractors and subcontractors for work on a public works project of the City of Highland shall be accompanied by a Certification of Compliance indicating, *first*, whether the bidder has signed collective bargaining agreements that are in effect for all of its employees and that deal with the subject matter of the above-stated Act; and, if not, *second*, that the bidder’s written substance abuse program is attached to the Certification of Compliance and that the bidder’s written substance abuse program meets or exceeds the requirements of “The Substance Abuse Prevention on Public Works Projects Act” (Pub. L. 95-0635, codified as 820 ILCS 265/1 *et seq.*).

CERTIFICATION OF COMPLIANCE WITH THE SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

CITY OF HIGHLAND

Letting Date: _____ Item No.: _____
Contract No.: _____
Route: _____
Section: _____
Job No. _____
County: _____

The Substance Abuse Prevention on Public Works Projects Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date

**HOLD HARMLESS AND INDEMNITY AGREEMENT
CITY OF HIGHLAND, ILLINOIS**

The Contractor _____, by affixing his signature hereto agrees to the following conditions:

1. To save and keep the City (including its agents and employees) free and harmless from all liability, public or private penalties contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims, or judgments, resulting from claimed injury, damages, or judgments resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including but not limited to causes in action) arising out of or in any way connected with the performance of work or work to be performed under this permit, excepting, however, the negligence of the City and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred, by or on behalf of the City and its agents and employees, or paid for on behalf of the City and its agents and employees by insurance provided by the City.
2. To hold harmless the City (including its agents and employees) from liability or claims for any injuries to or death of Contractor's or any Subcontractor's employees, resulting from any cause whatsoever, excluding negligence of the City, including protection against any claim of the Contractor or any Subcontractor for any expenses of or payments made by any workman's compensation insurance payments under any workman's compensation law or any carrier on behalf of said Contractor or Subcontractor and shall indemnify the City for any costs, expenses, judgments, and attorneys' fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the City.
3. In the event the City's machinery or equipment is used by the Contractor, or Subcontractor, in the performance of the work called for by this permit, such machinery or equipment shall be considered as being under the custody and control for the Contractor during the period of such use by the Contractor or any Subcontractor, and if any person or persons in the employ of the City should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

Signature

Date

Print Name

Title

CONTRACT ADMINISTRATION

INVITATION

The city of Highland, Illinois, will receive sealed bids until 10:00 a.m., May 28, 2025 at the city of Highland City Hall, 1115 Broadway, at which time they will be opened and read. After tabulation and review, bids will be presented to the City Council for consideration. If there are any questions concerning this solicitation, please contact Mr. Joe Gillespie, Director of Public Works at 618-654-6823.

This contract is governed by Prevailing Wage regulations in the state of Illinois.

INSTRUCTIONS

Bids must be made on the forms furnished, and **NO ALTERATION, ADDITION, OR VARIATION**, to the bid form will be permitted.

Authorized signature must be included.

Bids shall be submitted in an opaque, sealed envelope containing the bidder's name and address, and labeled "**Sealed Bid, Pavement Marking 2025, PW-06-25.**" Facsimile or emailed bids are not acceptable.

Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

- a. Contract Cover
- b. Bid Form
- c. Signatures
- d. Proposal Bid Security

The following four forms attached to this bid shall be signed and executed prior to the execution of the Contract. These forms do not need to be signed during the bid submittal.

- e. Hold Harmless
- f. Certificate of Non-Delinquency of Tax
- g. Certificate of Compliance
- h. Certificate of Compliance Substance Abuse

The city of Highland reserves the right to reject any and all, or any part of bids, and to waive any informality therein and to make the award in the best interest of the City. Bid Forms will be evaluated for the lowest responsible and responsive bid that shall be deemed the successful bidder and upon City Council approval, will be issued a Notice of Award.

Each bid shall be accompanied by a cash deposit, certified check, bid bond or irrevocable letter of credit made payable to the city of Highland, Illinois in the minimum amount of 5% of the bid as guarantee that the Bidder will enter into the proposed contract within the time specified. Personal or business checks will not be accepted. **The City will consider no bid unless accompanied by the required security.**

Should any bidder whose bid has been accepted by the City refuse, fail, or neglect to execute the attached contract, or if any provision of said contract is not met, Bidder agrees that the 5% bid security shall be the amount of the liquidated damages occasioned by the failure, refusal, neglect, or non-compliance, and that thereupon the City shall realize on said bid security and use the proceeds in payment of said damages.

The bid prices shall remain valid and no participating party may withdraw his bid for at least 30 days after the established deadline for receipt of bids.

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

This contract is governed by Prevailing Wage regulations and the bidder shall comply with the Illinois Prevailing Wage Act. The CONTRACTOR and their subcontractors shall comply with all Illinois statutes pertaining to the selection of labor.

REQUIRED DOCUMENTS

The bidder shall include with his/her bid a listing of all Subcontractors. Subcontractors that are deemed unacceptable by the City will not be allowed to work on this contract. Only Subcontractors detailed on the Bid Sheet will be considered.

Following issuance by the City of the Notice of Award, the CONTRACTOR shall return the signed Contract within 15 calendar days of the date of issuance, together with executed copies of Performance and Payment Bonds, each in an amount equal to the Contract Price, and Certificate of Insurance as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract.

Upon receipt of the required documents, the City shall sign the executed documents and return a copy to the CONTRACTOR.

INSURANCE

The successful bidder will be required to carry a minimum amount of insurance. A Certificate of Insurance shall be submitted with the **City of Highland listed as an Additional Insured**. All Subcontractors shall provide a Certificate of Insurance.

The successful bidder shall obtain, and maintain, in force throughout the Contract period, insurance coverage in the amounts set out below.

COVERAGE LIMITS

Comprehensive General Liability

Bodily Injury	1,000,000 per claim
1,000,000 aggregate all claims	

Property Damage	1,000,000 per claim
1,000,000 aggregate all claims	

Worker's Compensation	500,000 per claim
500,000 aggregate all claims	

Professional Liability Insurance	500,000 per claim
500,000 aggregate all claims	

BASIS FOR BID

The bid shall include all labor, material, transportation, and other costs. Traffic Control will be incidental to the bid items.

The bid price will include all discounts, preparation costs and all other charges or credits. Additional surcharges are not accepted after the award.

DO NOT include taxes in the bid price. The City of Highland is exempt from Federal Excise, Transportation, and State Sales Taxes.

BASIS FOR CONTRACT AWARD

Bid sheets will be evaluated. The lowest responsible and responsive bid shall be deemed the successful bidder and the contract will be awarded to that bidder (subject to the City Council approval).

BASIS OF PAYMENT

The CONTRACTOR will be paid in one payment upon agreement of final quantities between the City of Highland and the CONTRACTOR due to the short contract time. Final payment shall not be released until all lien waivers are received from the CONTRACTOR, Subcontractors, and Suppliers.

DESCRIPTION OF WORK

This work shall consist of furnishing and applying pavement marking in accordance with IDOT Standard Specifications for Road and Bridge Construction 2022 Section 780 for Pavement Striping, for the attached work areas. Project scope includes remarking of all edge lines, centerlines, skip dashes, letters, and symbols to the satisfaction of the City of Highland.

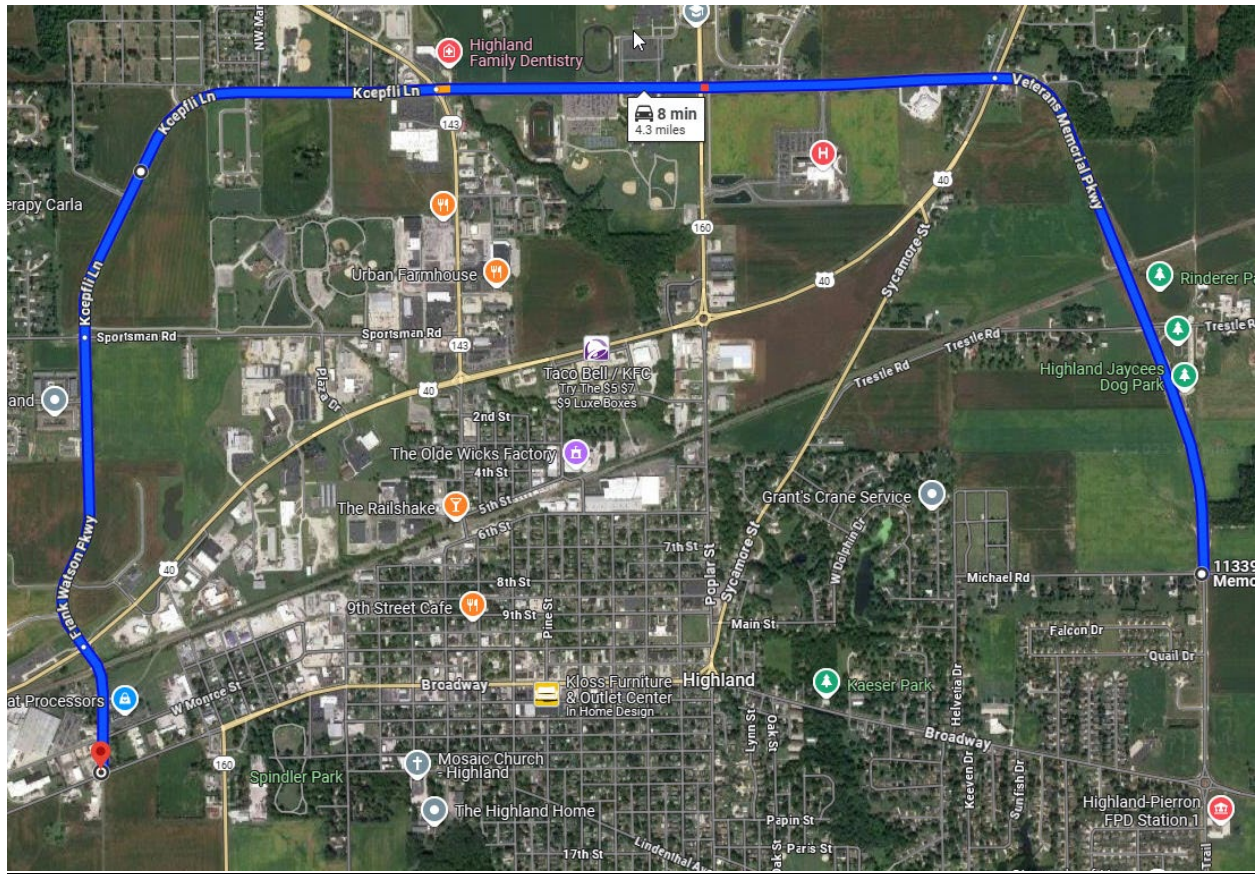
CONTRACT TIME

This contract shall be completed within 30 calendar days, commencing from the date agreed upon at the preconstruction meeting. The project shall be completed before no later than November 15, 2025.

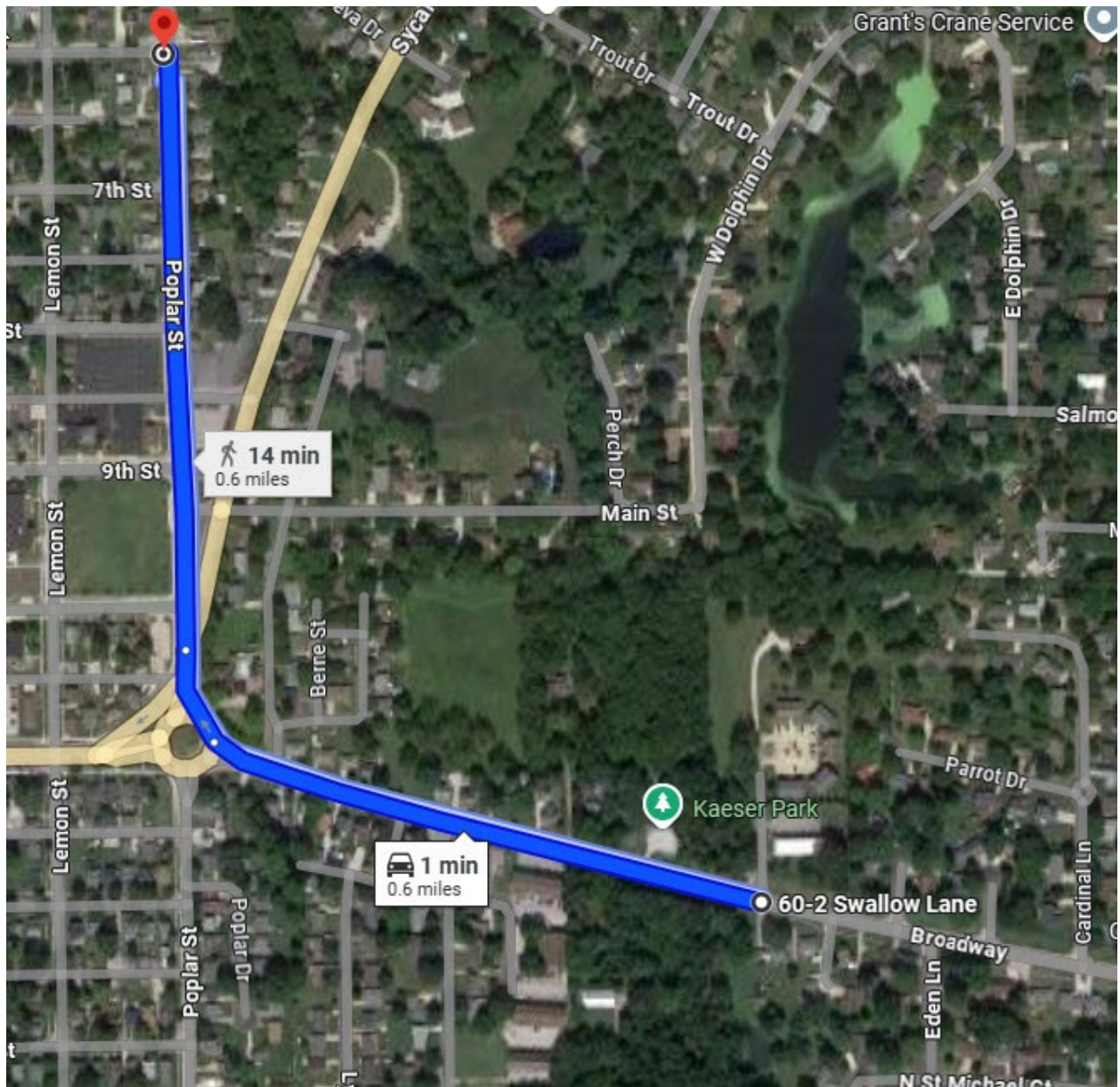
PENALTIES AND INCENTIVES

A penalty for non-completion of work within the time allotted shall be assessed. The penalty shall be \$500 for each calendar day in excess for the allotted calendar days used to complete the work. Each calendar day charged following this date should be inclusive, whether or not work is being performed.

There is no incentive allowance for early completion of this contract.



Work Area #1



Work Area #2

EMPLOYMENT REQUIREMENTS AND WAGE RATES

The project is a “Public Works Construction” Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website.

Madison County Prevailing Wage Rates posted on 4/15/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	NW	ALL		35.79	36.79	1.5	1.5	2.0	2.0	8.25	20.39	0.00	0.80	0.00	14.32	28.64
ASBESTOS ABT-GEN	SE	ALL		35.88	36.88	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71
ASBESTOS ABT-MEC	All	BLD		37.10	38.10	1.5	1.5	2.0	2.0	10.45	7.00	0.00	0.50	0.00	0.00	0.00
BOILERMAKER	All	BLD		45.50	49.00	1.5	1.5	2.0	2.0	7.07	27.83	0.00	1.19	0.00	0.00	0.00
BRICK MASON	All	BLD		38.24	40.53	1.5	1.5	2.0	2.0	9.60	16.00	0.00	1.03		0.00	0.00
CARPENTER	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
CEMENT MASON	All	ALL		39.00	40.00	1.5	1.5	2.0	2.0	11.50	18.50	0.00	0.60	0.00	15.30	30.60
CERAMIC TILE FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.69	1.00	0.86		0.00	0.00
ELECTRIC PWR EQMT OP	NW	ALL		54.77	54.77	1.5	1.5	2.0	2.0	7.50	15.33	0.00	0.55	3.75	7.67	15.33
ELECTRIC PWR EQMT OP	SE	ALL		56.38	67.97	1.5	1.5	2.0	2.0	8.88	15.79	0.00	0.56	0.00	12.62	25.23
ELECTRIC PWR GRNDMAN	NW	ALL		36.07	36.07	1.5	1.5	2.0	2.0	7.50	10.10	0.00	0.36	3.75	5.05	10.10
ELECTRIC PWR GRNDMAN	SE	ALL		42.10	67.97	1.5	1.5	2.0	2.0	6.63	11.79	0.00	0.42	0.00	9.43	18.84
ELECTRIC PWR LINEMAN	NW	ALL		63.98	67.59	1.5	1.5	2.0	2.0	7.50	17.92	0.00	0.64	3.75	8.96	17.92
ELECTRIC PWR LINEMAN	SE	ALL		64.83	67.97	1.5	1.5	2.0	2.0	10.21	18.15	0.00	0.65	0.00	14.52	29.01
ELECTRIC PWR TRK DRV	NW	ALL		40.87	40.87	1.5	1.5	2.0	2.0	7.50	11.45	0.00	0.41	3.75	5.73	11.45
ELECTRIC PWR TRK DRV	SE	ALL		46.03	67.97	1.5	1.5	2.0	2.0	7.25	12.89	0.00	0.46	0.00	10.33	20.60
ELECTRICIAN	NW	ALL		52.15	55.90	1.5	1.5	2.0	2.0	11.50	15.43	0.00	0.26	1.25	0.91	1.82
ELECTRICIAN	SE	ALL		49.67	52.65	1.5	1.5	2.0	2.0	9.19	15.18	0.00	1.36	3.24	14.48	28.97
ELECTRONIC SYSTEM TECH	NW	BLD		36.79	39.79	1.5	1.5	2.0	2.0	11.50	9.21	0.00	0.40		0.55	1.10
ELECTRONIC SYSTEM TECH	SE	BLD		39.14	42.14	1.5	1.5	2.0	2.0	4.40	11.18	0.00	0.40	2.00	0.58	1.17
ELEVATOR CONSTRUCTOR	All	BLD		62.73	70.57	2.0	2.0	2.0	2.0	16.27	21.36	5.02	0.80		0.00	0.00
FLOOR LAYER	All	BLD		40.08	41.58	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
GLAZIER	All	BLD		43.32	45.82	1.5	1.5	2.0	2.0	9.86	14.31	0.00	1.26		0.00	0.00
HEAT/FROST INSULATOR	All	BLD		42.63	43.63	1.5	1.5	2.0	2.0	11.79	13.80	0.00	1.15		0.00	0.00
IRON WORKER	All	ALL		41.65	43.65	1.5	1.5	2.0	2.0	10.75	19.75	0.00	0.68	0.00	15.59	31.18
LABORER	NW	ALL		35.29	36.29	1.5	1.5	2.0	2.0	8.25	20.39	0.00	0.80	0.00	14.32	28.64
LABORER	SE	ALL		35.38	36.38	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71

Madison County Prevailing Wage Rates posted on 4/15/2025

MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.69	1.00	0.86		0.00	0.00
MARBLE MASON	All	BLD		34.09		1.5	1.5	2.0	2.0	9.60	9.36	1.00	0.95		0.00	0.00
MILLWRIGHT	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	46.65	48.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	2	45.52	47.52	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	3	41.04	43.04	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	4	47.65	49.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	5	48.65	50.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	6	49.20	51.20	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	7	49.50	51.50	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	8	49.80	51.80	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	9	50.45	52.45	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	10	50.95	52.95	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	11	48.65	50.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	12	49.65	51.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	13	46.65	48.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	14	41.10	43.10	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	1	45.15	47.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	2	44.02	46.02	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	3	39.54	41.54	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	4	46.15	48.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	5	47.15	49.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	6	47.70	49.70	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	7	48.00	50.00	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	8	48.30	50.30	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	9	48.95	50.95	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	10	49.45	51.45	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	11	47.15	49.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	12	48.15	50.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90

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OPERATING ENGINEER	All	HWY	13	39.60	41.60	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
PAINTER	All	BLD		33.49	34.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER	All	HWY		34.69	36.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER OVER 30 FT.	All	BLD		34.49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER PWR EQMT	All	BLD		34.49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER PWR EQMT	All	HWY		35.69	37.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PILEDRIIVER	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
PIPEFITTER	N	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	0.00	0.00
PIPEFITTER	S	BLD		43.35	47.35	1.5	1.5	2.0	2.0	11.21	10.91	0.00	1.75		0.00	0.00
PLASTERER	All	BLD		37.30	38.80	1.5	1.5	2.0	2.0	11.50	12.50	0.00	0.75	0.00	12.38	24.75
PLUMBER	N	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	0.00	0.00
PLUMBER	S	BLD		43.75	46.25	1.5	1.5	2.0	2.0	11.00	8.55	0.00	1.70		0.00	0.00
ROOFER	All	BLD		40.00	43.00	1.5	1.5	2.0	2.0	9.85	11.20	0.00	0.91		0.00	0.00
SHEETMETAL WORKER	All	ALL		42.03	44.53	1.5	1.5	2.0	2.0	11.30	9.91	2.52	0.71	1.88	0.00	0.00
SPRINKLER FITTER	All	BLD		50.02	54.02	2.0	2.0	2.0	2.0	11.41	15.90	0.00	1.20		0.00	0.00
TERRAZZO FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.60	1.00	0.86		0.00	0.00
TERRAZZO MASON	All	BLD		34.09		1.5	1.5	2.0	2.0	9.60	9.36	1.00	0.95		0.00	0.00
TRUCK DRIVER	All	ALL	1	43.31	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.89	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.21	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.56	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	5	45.67	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	34.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	35.11	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	35.37	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	35.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	36.54	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00

Legend

Rg Region

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Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including

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mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I

Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master

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Mechanic and Heavy Duty Mechanic, Autonomous and semi-autonomous equipment, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail Launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP II

Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP IV

CCO-17 ton and below

GROUP V

CCO-17.5 to 35 Ton and Boom to 50'

GROUP VI

CCO-35.5 to 75 Ton and Boom to 100'

GROUP VII

CCO-75.5 to 125 Ton and Boom to 125'

GROUP VIII

CCO- 125.5 to 200 Ton and Boom to 100'

GROUP IX

CCO-200.5 to 300 Ton and Boom to 100'

GROUP X

CCO-300.5 to 450 Ton and Boom to 150'

GROUP XI

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Master Mechanic

GROUP XII

Operator Foreman, Licensed Boat Pilot

GROUP XIII

Track type hydraulic hoes & crawler gradealls prep time.

GROUP XIV

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity)
Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving and Oiler.

OPERATING ENGINEERS – Highway

GROUP I

Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

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GROUP II

Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP IV

CCO-17 ton and below

GROUP V

CCO-17.5 to 35 Ton and Boom to 50'

GROUP VI

CCO- 35.5 to 75 Ton and Boom to 100'

GROUP VII

CCO- 75.5 to 125 Ton and Boom to 75'

GROUP VIII

CCO- 125.5 to 200 Ton and Boom to 100'

GROUP IX

CCO- 200.5 to 300 Ton and Boom to 100'

GROUP X

CCO- 300.5 to 450 Ton and Boom to 150'

GROUP XI

Master Mechanic, Working Foreman/Mechanic.

GROUP XII

Operator Foreman, licensed boat pilot.

GROUP XIII

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving, and Oiler.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

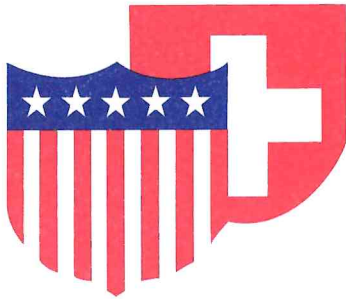
Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

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LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



City of Highland

MEMO TO: Christopher Conrad, City Manager

FROM: Joe Gillespie, Director of Public Works

DATE: April 23, 2025

SUBJECT: MFT Section 26-00000-00-GM Maintenance Materials
Notice of Municipal Letting

RECOMMENDATION

I recommend that you request City Council approval to advertise for the above referenced NOML.

DISCUSSION

The Illinois Department of Transportation approved funding for \$466,670 for this year's Motor Fuel Tax program bidding items on February 13, 2025. This program is similar in scope to previous years. The maintenance materials being bid are for seal coat operations (oil and chip), and aggregates.

FISCAL IMPACT

The purchases are funded through Motor Fuel Tax for FY 2026.

CONCURRENCE

Recommended by: Joe Gillespie
Joe Gillespie, Director of Public Works

Approved by: Christopher Conrad
Christopher Conrad, City Manager



Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

City of Highland

County

Madison

Section Number

26-00000-00-GM

Street Name/Road Name

Various

Type of Funds

MFT

☐ Material proposal ☒ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number
City of Highland	Madison	26-00000-00-GM

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Hall

1115 Broadway, Highland, IL 62249	until	10:00 AM	on	
Address		Time		Date

1. Plans and proposal forms will be available in the office of

Public Works, 1113 Broadway, Highland, IL 62249

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
- A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 26-00000-00-GM".

By Order of

Awarding Authority

City of Highland

County Engineer/Superintendent of Highways/

Municipal Clerk

Barbara Bellm

Date

05/05/25

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

City of Highland

Awarding Authority Address

1115 Broadway

City

Highland

State

IL

Zip Code

62249

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/25, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

City of Highland

Madison

26-00000-00-GM

5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications,

made payable to: City of Highland Treasurer of Highland .

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is place in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 26-00000-00-GM).

Discounts will be allowed for payment as follows: _____ calendar days _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

By

Title

Address

City

State

Zip Code



Material Proposal Schedule of Prices

Local Public Agency

County

Section Number

City of Highland

Madison

26-00000-00-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	Seal Coat Furn. and Del. (CM-16 Trap)	City Storage	TON	1750		
2	CA 6 Aggregate (Limestone)	City Storage	TON	1000		
3	CA 7 Aggregate (Limestone)	City Storage	TON	400		
4	Grit (CM-13 Slag)	City Storage	TON	25		
5	MC-800 Prime Furn. & Appl.	City Storage	TON	45		
6	HFRS-2 Furn. & Appl.	City Storage	TON	147		
	Seal Coat Hauled and Spread (CM-16 Trap)	City Storage	TON	1750		

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature & Date

--

Address

City

State

Zip Code

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INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation	1
204 Borrow and Furnished Excavation	2
207 Porous Granular Embankment	3
211 Topsoil and Compost	4
406 Hot-Mix Asphalt Binder and Surface Course	5
407 Hot-Mix Asphalt Pavement (Full-Depth)	7
420 Portland Cement Concrete Pavement	8
502 Excavation for Structures	9
509 Metal Railings	10
540 Box Culverts	11
542 Pipe Culverts	31
550 Storm Sewers	40
586 Granular Backfill for Structures	47
630 Steel Plate Beam Guardrail	48
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644 High Tension Cable Median Barrier	50
665 Woven Wire Fence	51
701 Work Zone Traffic Control and Protection	52
781 Raised Reflective Pavement Markers	54
782 Reflectors	55
801 Electrical Requirements	57
821 Roadway Luminaires	60
1003 Fine Aggregates	61
1004 Coarse Aggregates	62
1010 Finely Divided Minerals	63
1020 Portland Cement Concrete	64
1030 Hot-Mix Asphalt	67
1040 Drain Pipe, Tile, and Wall Drain	68
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1067 Luminaire	70
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1102 Hot-Mix Asphalt Equipment	78



Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

City of Highland

Madison

26-00000-00-GM

☐ **Check this box for lettings prior to 01/01/2025**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/> EEO	83
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input type="checkbox"/> Required Provisions - State Contracts	98
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	106
9	<input type="checkbox"/> Construction Layout Stakes	107
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/> Polymer Concrete	121
16	<input type="checkbox"/> Reserved	123
17	<input type="checkbox"/> Bicycle Racks	124
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/> English Substitution of Metric Bolts	129
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/> Reserved	155
25	<input type="checkbox"/> Reserved	156
26	<input type="checkbox"/> Temporary Raised Pavement Markers	157
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	170
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	171

City of Highland

Madison

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The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	173
LRS 2	<input type="checkbox"/> Furnished Excavation	174
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	175
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
LRS 8	Reserved	190
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
LRS 10	Reserved	195
LRS 11	<input checked="" type="checkbox"/> Employment Practices	196
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	198
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	200
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input checked="" type="checkbox"/> Partial Payments	204
LRS 16	<input type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208



Local Public Agency	County	Street Name/Road Name	Section Number
City of Highland	Madison	Various	25-00000-00-GM

All contractors are required to complete the following certification

- ☐ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☒ For the following deliver and install bidding groups in this material proposal.

MC-800 Prime Bituminous Materials Furnished and Delivered
HFRS-2 Emulsified Asphalt Bituminous Materials Furnished and Applied
Seal Coat Hauled and Spread (CM-13 079CML2-22)

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

--

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

--

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date		
Title			
Address	City	State	Zip Code



Local Public Agency	County	Street Name/Road Name	Section Number
City of Highland	Madison	Various	25-00000-00-GM

I, _____ of _____, _____,
Name of Affiant City of Affiant State of Affiant
being first duly sworn upon oath, state as follows:

1. That I am the _____ of _____.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, _____, will maintain a business office in the
Bidder
State of Illinois, which will be located in _____ County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

--

Print Name of Affiant

--

Notary Public

State of IL

County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____, authorized agent(s) of
(name/s of person/s)

Bidder

Notary Public Signature & Date

--

(SEAL)

My commission expires _____

Instructions to Bidders

1. Bids are to be submitted in a sealed, opaque, envelope with the following information on the outside of the envelope:

City of Highland
Bid #26-00000-00-GM

2. Bids shall be delivered to:

City of Highland
Public Works
1113 Broadway
Highland, Illinois

Before the bid opening time and date.

3. All bids received by the bid date and time shall be publicly opened and read aloud.
4. The following forms shall be fully executed and included with the bid submittal:
 - a. Material Proposal Schedule of Prices
 - b. Proposal guaranty
5. The Illinois Department of Transportation, Bureau of Local Roads form BLR 12240 "Local Public Agency Material Proposal or Deliver & Install Proposal" shall be fully executed (at the bottom of the form) by the bidder and included in the bid submittal.

Special Provisions For Motor Fuel Tax Maintenance

Material and operations for Bituminous Materials and Seal Coat Aggregate or Blotter Aggregate shall comply with Section 403 of the Standard Specifications, except that Repair and Preparation of Base, or Existing Surface, under Article 403.08 will not be repaired. The preparation of the surface, closing of the streets to traffic during application of the bituminous material, and blotting of the excess bitumen remaining on the surface shall be done by others. The grade of bituminous material shall be furnished and applied as directed by an authorized representative of the local agency. The Seal Coat Aggregate and Blotter Aggregate shall conform to the graduations as set forth in Article 1004.03 or those shown in the special provisions included in the proposal.

All material must be State inspected, and it is the responsibility of the Contractor to secure the inspection and reports.

The contract for furnishing materials under this proposal will expire April 30, 2026, or as specified in the proposal.

**SPECIAL PROVISION FOR FURNISHING
AND APPLYING EMULSIFIED ASPHALT HFRS-2
AND SEAL COAT AGGREGATE CM-16 TRAP ROCK**

Scope of Work

The work to be performed under this bid group shall consist of furnishing and applying emulsified asphalt, as well as hauling and spreading of seal coat aggregate, as one contractor on the streets designated by the City. In the scheduling of work, City crews will assist the Contractor in finding the locations of work. Work shall be scheduled at the mutual agreement of the City and Contractor.

Materials

The emulsified asphalt shall be HFRS-2 conforming to applicable requirements of the "Standard Specifications for Road and Bridge Construction."

The seal coat material to be used shall be CM-16 trap rock.

It is anticipated that the rate of application will be 22 lbs. per sq. yd.

Construction Requirements

Application of the emulsified asphalt and seal coat aggregate shall meet the requirements of the "Standard Specifications for Road and Bridge Construction" and as provided for herein. Emulsified asphalt shall not be applied when either the deck temperature is below 70 degrees F or the air temperature is below 65 degrees F. Streets scheduled for double seal coats shall have each seal applied on separate days, if scheduling permits.

It is anticipated that the rate of application for emulsified asphalt will be approx. 0.33 gal/s.y. and the rate of application for seal coat aggregate will be 22 lbs./s.y.

The contractor is responsible for loading the stored aggregate into the spreader and dump trucks.

Seal coat aggregate shall be applied with a self-propelled mechanical spreader with an accurate control for regulating the width and rate of application and shall be of a type to be approved by the City. The spreader shall be equipped with deflectors to insure the larger chips hit the street surface in advance of the smaller chips. Dump truck style spreaders with rotating flinkers shall not be accepted. Immediately after

spreading, seal coat aggregate shall be rolled with a 10 to 12 ton pneumatic-tired roller across the total width a minimum of one pass, overlapping on successive trips by at least $\frac{1}{2}$ the width of the roller.

In addition to workers required for chipping operations the contractor shall provide, at a minimum, one additional laborer dedicated to cleanup immediately following the chipping operation throughout the work day.

Chips shall be applied to the freshly spread emulsion and rolling commenced prior to the "breaking" of the emulsion. Emulsion shall not be applied in a width greater than the application width of the chip spreader.

Should the contractor not apply chips prior to "breaking" of the emulsion, the following procedure shall govern.

1. The Contractor shall proceed and apply chips to the emulsion that has "broke".
2. Within a period not to exceed 2 weeks, the Contractor shall sweep the surface and pick up all loose chips.
3. The sealing and chipping operations shall then be repeated in a satisfactory manner.
4. All costs associated with items 2 and 3 shall be at the Contractor's expense.

All intersection returns shall be hand-sprayed and chipped as necessary to provide a uniform surface.

The Contractor shall notify the City, at least 48 hours in advance, of all seal-coat operations on a street by street basis in order to allow the City time to notify the appropriate residents. Providing the Contractor adheres to this provision, the City will take the responsibility of moving parked cars.

Payment

Payment for furnishing and applying emulsified asphalt and seal coat aggregate shall be on a basis of material applied in tons. Payment quantities shall be determined from weight tickets furnished by the Contractor from an approved scale. No payment shall be made until proof of state material inspection is received.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

The 2024 MFT Materials is a “Public Works Construction” Project as defined in the Illinois Prevailing Wage Act 820 ILCS 130. As such, all bidders shall account for in their bids and will be subject to the general prevailing wage rates for Madison County, Illinois, currently published and as amended from time to time by the Department of Labor. Prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website.

Madison County Prevailing Wage Rates posted on 4/15/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	NW	ALL		35.79	36.79	1.5	1.5	2.0	2.0	8.25	20.39	0.00	0.80	0.00	14.32	28.64
ASBESTOS ABT-GEN	SE	ALL		35.88	36.88	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71
ASBESTOS ABT-MEC	All	BLD		37.10	38.10	1.5	1.5	2.0	2.0	10.45	7.00	0.00	0.50	0.00	0.00	0.00
BOILERMAKER	All	BLD		45.50	49.00	1.5	1.5	2.0	2.0	7.07	27.83	0.00	1.19	0.00	0.00	0.00
BRICK MASON	All	BLD		38.24	40.53	1.5	1.5	2.0	2.0	9.60	16.00	0.00	1.03		0.00	0.00
CARPENTER	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
CEMENT MASON	All	ALL		39.00	40.00	1.5	1.5	2.0	2.0	11.50	18.50	0.00	0.60	0.00	15.30	30.60
CERAMIC TILE FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.69	1.00	0.86		0.00	0.00
ELECTRIC PWR EQMT OP	NW	ALL		54.77	54.77	1.5	1.5	2.0	2.0	7.50	15.33	0.00	0.55	3.75	7.67	15.33
ELECTRIC PWR EQMT OP	SE	ALL		56.38	67.97	1.5	1.5	2.0	2.0	8.88	15.79	0.00	0.56	0.00	12.62	25.23
ELECTRIC PWR GRNDMAN	NW	ALL		36.07	36.07	1.5	1.5	2.0	2.0	7.50	10.10	0.00	0.36	3.75	5.05	10.10
ELECTRIC PWR GRNDMAN	SE	ALL		42.10	67.97	1.5	1.5	2.0	2.0	6.63	11.79	0.00	0.42	0.00	9.43	18.84
ELECTRIC PWR LINEMAN	NW	ALL		63.98	67.59	1.5	1.5	2.0	2.0	7.50	17.92	0.00	0.64	3.75	8.96	17.92
ELECTRIC PWR LINEMAN	SE	ALL		64.83	67.97	1.5	1.5	2.0	2.0	10.21	18.15	0.00	0.65	0.00	14.52	29.01
ELECTRIC PWR TRK DRV	NW	ALL		40.87	40.87	1.5	1.5	2.0	2.0	7.50	11.45	0.00	0.41	3.75	5.73	11.45
ELECTRIC PWR TRK DRV	SE	ALL		46.03	67.97	1.5	1.5	2.0	2.0	7.25	12.89	0.00	0.46	0.00	10.33	20.60
ELECTRICIAN	NW	ALL		52.15	55.90	1.5	1.5	2.0	2.0	11.50	15.43	0.00	0.26	1.25	0.91	1.82
ELECTRICIAN	SE	ALL		49.67	52.65	1.5	1.5	2.0	2.0	9.19	15.18	0.00	1.36	3.24	14.48	28.97
ELECTRONIC SYSTEM TECH	NW	BLD		36.79	39.79	1.5	1.5	2.0	2.0	11.50	9.21	0.00	0.40		0.55	1.10
ELECTRONIC SYSTEM TECH	SE	BLD		39.14	42.14	1.5	1.5	2.0	2.0	4.40	11.18	0.00	0.40	2.00	0.58	1.17
ELEVATOR CONSTRUCTOR	All	BLD		62.73	70.57	2.0	2.0	2.0	2.0	16.27	21.36	5.02	0.80		0.00	0.00
FLOOR LAYER	All	BLD		40.08	41.58	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
GLAZIER	All	BLD		43.32	45.82	1.5	1.5	2.0	2.0	9.86	14.31	0.00	1.26		0.00	0.00
HEAT/FROST INSULATOR	All	BLD		42.63	43.63	1.5	1.5	2.0	2.0	11.79	13.80	0.00	1.15		0.00	0.00
IRON WORKER	All	ALL		41.65	43.65	1.5	1.5	2.0	2.0	10.75	19.75	0.00	0.68	0.00	15.59	31.18
LABORER	NW	ALL		35.29	36.29	1.5	1.5	2.0	2.0	8.25	20.39	0.00	0.80	0.00	14.32	28.64
LABORER	SE	ALL		35.38	36.38	1.5	1.5	2.0	2.0	8.85	19.70	0.00	0.80	0.00	15.86	31.71

Madison County Prevailing Wage Rates posted on 4/15/2025

MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.69	1.00	0.86		0.00	0.00
MARBLE MASON	All	BLD		34.09		1.5	1.5	2.0	2.0	9.60	9.36	1.00	0.95		0.00	0.00
MILLWRIGHT	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	46.65	48.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	2	45.52	47.52	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	3	41.04	43.04	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	4	47.65	49.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	5	48.65	50.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	6	49.20	51.20	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	7	49.50	51.50	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	8	49.80	51.80	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	9	50.45	52.45	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	10	50.95	52.95	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	11	48.65	50.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	12	49.65	51.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	13	46.65	48.65	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	BLD	14	41.10	43.10	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	1	45.15	47.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	2	44.02	46.02	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	3	39.54	41.54	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	4	46.15	48.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	5	47.15	49.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	6	47.70	49.70	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	7	48.00	50.00	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	8	48.30	50.30	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	9	48.95	50.95	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	10	49.45	51.45	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	11	47.15	49.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
OPERATING ENGINEER	All	HWY	12	48.15	50.15	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90

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OPERATING ENGINEER	All	HWY	13	39.60	41.60	1.5	1.5	2.0	2.0	14.95	20.25	0.00	1.70		18.45	36.90
PAINTER	All	BLD		33.49	34.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER	All	HWY		34.69	36.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER OVER 30 FT.	All	BLD		34.49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER PWR EQMT	All	BLD		34.49	35.99	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PAINTER PWR EQMT	All	HWY		35.69	37.19	1.5	1.5	2.0	2.0	8.10	14.83	0.00	0.70		0.00	0.00
PILEDRIIVER	All	ALL		44.87	47.37	1.5	1.5	2.0	2.0	10.70	11.00	0.00	0.70	0.00	0.00	0.00
PIPEFITTER	N	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	0.00	0.00
PIPEFITTER	S	BLD		43.35	47.35	1.5	1.5	2.0	2.0	11.21	10.91	0.00	1.75		0.00	0.00
PLASTERER	All	BLD		37.30	38.80	1.5	1.5	2.0	2.0	11.50	12.50	0.00	0.75	0.00	12.38	24.75
PLUMBER	N	BLD		50.11	55.12	1.5	1.5	2.0	2.0	7.55	11.40	0.00	1.20	0.00	0.00	0.00
PLUMBER	S	BLD		43.75	46.25	1.5	1.5	2.0	2.0	11.00	8.55	0.00	1.70		0.00	0.00
ROOFER	All	BLD		40.00	43.00	1.5	1.5	2.0	2.0	9.85	11.20	0.00	0.91		0.00	0.00
SHEETMETAL WORKER	All	ALL		42.03	44.53	1.5	1.5	2.0	2.0	11.30	9.91	2.52	0.71	1.88	0.00	0.00
SPRINKLER FITTER	All	BLD		50.02	54.02	2.0	2.0	2.0	2.0	11.41	15.90	0.00	1.20		0.00	0.00
TERRAZZO FINISHER	All	BLD		28.50		1.5	1.5	2.0	2.0	9.60	7.60	1.00	0.86		0.00	0.00
TERRAZZO MASON	All	BLD		34.09		1.5	1.5	2.0	2.0	9.60	9.36	1.00	0.95		0.00	0.00
TRUCK DRIVER	All	ALL	1	43.31	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	43.89	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.21	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.56	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	5	45.67	47.67	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	34.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	35.11	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	35.37	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	35.65	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	36.54	38.14	1.5	1.5	2.0	2.0	16.27	8.04	0.00	0.25	0.00	0.00	0.00

Legend

Rg Region

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Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including

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mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

GROUP I

Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master

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Mechanic and Heavy Duty Mechanic, Autonomous and semi-autonomous equipment, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing signs used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail Launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

GROUP II

Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP IV

CCO-17 ton and below

GROUP V

CCO-17.5 to 35 Ton and Boom to 50'

GROUP VI

CCO-35.5 to 75 Ton and Boom to 100'

GROUP VII

CCO-75.5 to 125 Ton and Boom to 125'

GROUP VIII

CCO- 125.5 to 200 Ton and Boom to 100'

GROUP IX

CCO-200.5 to 300 Ton and Boom to 100'

GROUP X

CCO-300.5 to 450 Ton and Boom to 150'

GROUP XI

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Master Mechanic

GROUP XII

Operator Foreman, Licensed Boat Pilot

GROUP XIII

Track type hydraulic hoes & crawler gradealls prep time.

GROUP XIV

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity)
Concrete Plant Oiler, Blacktop Plant oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving and Oiler.

OPERATING ENGINEERS – Highway

GROUP I

Cranes, Draglines, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, Screws on Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines, or Backfiller, Cherrypickers, overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavator Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than derrick type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (two), Air Compressors (two) Water Pumps, regardless of size (two), Welding Machines (two), Siphons or Jets (two), Winch Head or Apparatuses (two), Light Plants (two), Waterblasters (two), all Tractors, regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (one), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair, greasing, and fueling of all diesel hammers, the operation, set-up and cleaning of bidwells, concrete placement booms, the alterations, repair of all barges, water blasters of all sizes and their clutches, mobile lifts, hydraulic jacks where used for hoisting, diesel or gas powered flashing sings used for traffic control, micro pavers, log skidders, iceolators used on and off of pipeline, condor cranes, drill rigs of all sizes, bow boats, survey boats, ross carriers, bob-cats and all their attachments, skid steer loaders and all their attachments, creter crane, direct drive electric motors the bolting and unbolting the adjusting and shimming, (dewatering jobs, whirley crane, conveyor belts) etc., batch plants (all sizes), roto mills, conveyors systems of any size and any configuration, hydroseeders and straw-blowers all sizes, operation, repair, service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, grout machines regardless of size, Nail launchers when mounted on a machine or self-propelled, con-cover machines, Goldhofer and similar S.P.M.T. (self-propelled modular transporters) heavy transport units and all Operators (except those listed below).

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GROUP II

Assistant Operators

GROUP III

Air Compressors (one), Water Pumps, regardless of size (one), Water-blasters (one), Welding Machine (one), Mixers (one bag), Conveyor (one), Siphon or Jet (one), Light Plant (one), Heater (one), Immobile Track Air (one), and Self-Propelled Walk Behind Rollers.

GROUP IV

CCO-17 ton and below

GROUP V

CCO-17.5 to 35 Ton and Boom to 50'

GROUP VI

CCO- 35.5 to 75 Ton and Boom to 100'

GROUP VII

CCO- 75.5 to 125 Ton and Boom to 75'

GROUP VIII

CCO- 125.5 to 200 Ton and Boom to 100'

GROUP IX

CCO- 200.5 to 300 Ton and Boom to 100'

GROUP X

CCO- 300.5 to 450 Ton and Boom to 150'

GROUP XI

Master Mechanic, Working Foreman/Mechanic.

GROUP XII

Operator Foreman, licensed boat pilot.

GROUP XIII

Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler and Creter Crane Oiler (when required), barge tenders, oilers on drill rigs used for caisson or for pile driving, and Oiler.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

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Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

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LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Director of Economic Development
CC: Mayor and City Council
Date: April 29, 2025
Re: Approval of Façade Improvement Program Agreement with Altadonna Properties LLC for project located at 1108 Broadway.

RECOMMENDATION: Staff is recommending the approval of a Façade Improvement Program Agreement with Altadonna Properties LLC for project located at 1108 Broadway.

DISCUSSION: The Façade Improvement Review Committee has reviewed the application and determined eligible improvements estimated to be \$78,849.00.

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. _____

**A RESOLUTION APPROVING APPLICATION AND AWARDED CERTAIN
FINANCIAL INCENTIVES UNDER THE CITY OF HIGHLAND FAÇADE
IMPROVEMENT PROGRAM TO ALTADONNA PROPERTIES, LLC FOR 1108
BROADWAY, 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, Altadonna Properties, LLC (“Developer”) is the owner of 1108 Broadway, 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. Exterior Siding	\$24,300.00
2. Exterior Painting	\$15,684.00
3. Gutters	\$5,400.00
4. New Windows	\$15,465.00
5. Awnings	\$18,000.00

Total Estimated Project Costs: \$78,849.00

(“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 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 _____, 2025, 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: 1108 Broadway

Owner Name: Darren Altadonna Phone Number: 618-806-3725

Address: 22 Rialto, Highland, IL 62249 Email: darrenaltadonna@gmail.com

Current Tenant(s): Will be occupied by The Smile Shoppe dental office.

Estimated Project Cost: \$ 78,849.00

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

Proposed Improvements	Estimated Cost Per Improvement
1. Nichiha Exterior Siding	\$ 24,300.00
2. Exterior Painting	\$ 15,684.00
3. Gutters	\$ 5400.00
4. New Windows	\$ 15,465.00
5. Awnings	\$ 18,000.00
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Please attach the following and label as numbered attachments:



City of Highland

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

Attachment #2: Proposed rendering

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

Signature

Date

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



100 Osage Way
Weldon Spring, MO 63304
636-299-8833

Invoice #	Date
6	4/24/2025
Customer ID	Terms
Altadonna	Net 30 Days

Bill To

Dr. Darren Altadonna
The Smile Shoppe
1117 Washington St.
Highland, IL 62249

Description	Qty	Unit Price	Amount
Nichiha Exterior Siding	100%	24300.00	\$ 24,300.00
Exterior Painting	100%	15684.00	\$ 15,684.00
Gutters	100%	5400.00	\$ 5,400.00
New Windows	100%	15465.00	\$ 15,465.00
Awnings	100%	18000.00	\$ 18,000.00
			\$ -
<i>Thank you for your business!</i>	Subtotal		\$ 78,849.00

Paid in full 4/24/25

Kevin Kenny Jr.

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 Altadonna Properties, 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 1108 Broadway in Highland, Illinois ("Property"), which is located in City Business District A; and

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

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

- | | |
|----------------------|-------------|
| 1. Exterior Siding | \$24,300.00 |
| 2. Exterior Painting | \$15,684.00 |
| 3. Gutters | \$5,400.00 |
| 4. New Windows | \$15,465.00 |
| 5. Awnings | \$18,000.00 |

Total Estimated Project Costs: \$78,849.00

("Project"); and

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

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

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

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

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

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

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

1. Developer will complete the Project in accordance with this Agreement, and the Façade Improvement Program plans shall be submitted to City for review. This includes any renovations which may be needed for exterior construction and improvements.
2. Developer will obtain any and all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire, safety, electric, plumbing, and general building safety concerns to ensure the health, safety and welfare of the general public.

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

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

1. The Façade Improvement Program will provide up to 25% of the documented cost to improve the exterior façade of eligible commercial buildings in Business District A.
2. The maximum payment under the Façade Improvement Program, regardless of the total cost to improve the exterior façade of eligible commercial buildings in Business District A, shall not exceed \$10,000.00.
3. To be eligible for payment under the Façade Improvement Plan, the minimum total cost to improve the exterior façade of eligible commercial buildings in Business District A shall be \$10,000.00.

4. City shall allocate \$75,000.00 from Business District A sales tax proceeds for the Façade Improvement Program, with said proceeds to be paid out from May 1 to April 30 of any given year where the Façade Improvement Plan has been approved by City.
5. City shall award Façade Improvement Program incentives according to the order in which the applications were accepted by City as approved.
6. City shall not award incentives under the Façade Improvement Program in an amount to exceed \$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:

To the Developer:

Darren Altadonna
22 Rialto
Highland, IL 62249

To the City:

Attention: City Manager
PO Box 218. 1115 Broadway
Highland, IL 6224

DEVELOPER:

Altadonna Properties, LLC

CITY OF HIGHLAND:

Chris Conrad, City Manager



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad-City Manager

Date: May 5, 2025

Re: Legal Services to Lashly & Baer, P.C.

Effective April 22, 2025, our current City Attorney's McGinley, Carriger and Warren resigned from their positions with Lewis Brisbois and moved their services to Lashly & Baer. P.C.

Lashly & Baer is what is considered a mid-sized firm with a significant history in the Missouri and St. Clair County areas. They are a full service firm and have numerous attorneys who practice in areas of interest to government including representing multiple other government entities, employment and real estate law.

With all three attorneys and their support staff relocating to the new firm, I requested that our files be transferred with them. I recommend the council authorize the execution of a representation agreement with Lashly & Baer with essentially the same terms that we were operating under with LBBS.

RESOLUTION NO. _____

**A RESOLUTION APPOINTING LASHLY & BAER, P.C. AS CITY
ATTORNEYS/CORPORATE COUNSEL FOR THE CITY OF
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 Statutes); and

WHEREAS, City has a vital interest in the administration of justice and enforcement of the laws of City, Madison County, the State of Illinois and the United States of America; and

WHEREAS, City desires to engage the legal services Lashly & Baer P.C. ("Lashly & Baer") to represent City as City Attorneys/Corporate Counsel; and

WHEREAS, Lashly & Baer desires to perform legal work for City; and

WHEREAS, City has determined it would be in the best interests of public health, safety, general welfare and economic welfare to engage the legal services of Lashly & Baer according to the "City of Highland, Illinois Contract for Legal Services" attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and 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. Lashly & Baer is hereby appointed to the position of City Attorneys/Corporate Counsel for City.

Section 3. For legal work performed, Lashly & Baer shall receive as compensation such amounts as established by the City of Highland, Illinois, Contract for Legal Services attached hereto as **Exhibit A**.

Section 4. The Mayor and/or City Manager is directed and authorized, on behalf of the City of Highland, to execute any documents necessary to appoint Lashly & Baer to the position of City Attorneys/Corporate Counsel for City

Section 5. This Resolution shall be known as Resolution No. _____ and shall be effective upon its passage and approval in accordance with Illinois law.

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

CITY OF HIGHLAND, ILLINOIS
CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is entered into between the City of Highland, Illinois, an Illinois Municipal Corporation ("City"), and Michael P. McGinley, his municipal team, and Lashly & Baer PC ("McGinley"). The City desires to engage the legal services of McGinley to represent City as its City Attorney, and McGinley desires to perform legal work for City in connection with the terms herein.

NOW, THEREFORE, City and McGinley mutually agree as follows:

In consideration of payment of the monthly \$16,800.00 "Flat-Fee Agreement," McGinley agrees to attend the two (2) regularly scheduled City Council Meetings each month, regularly scheduled Combined Planning and Zoning meetings, and other City meetings as are reasonably required and requested by the Mayor and/or City Manager. McGinley agrees to make available attorneys as reasonably requested to receive and respond to telephone calls and emails originating from the City Manager, Mayor, Alderpersons, Clerk and City Department Heads. McGinley agrees to meet with the City Manager, Mayor, Alderpersons, Clerk, City Department Heads, and residents of City as reasonably requested. McGinley agrees to advise on legal issues and perform all routine legal business of the City as reasonably required. McGinley agrees to draft and review Contracts, Ordinances and Resolutions for the City as reasonably required. McGinley agrees to prosecute ordinance violations as reasonably required. McGinley agrees to assist with Economic Development Agreements for the City as reasonably required. McGinley agrees to litigate property tax issues with the Madison County Board of Review as reasonably required. City shall pay McGinley the sum of \$16,800.00 per month for legal services rendered falling within the scope of this "Flat-Fee Agreement."

For all litigation matters, McGinley must ensure that no impermissible legal conflict of interest exists. While no known conflicts exist at present, McGinley is ethically bound to raise any legal conflicts which are later discovered during representation on a matter-by-matter basis and govern accordingly. Should a conflict arise, or a waivable legal conflict arise for which McGinley cannot obtain conflict waivers, McGinley would not be ethically permitted to represent City in said matter and would not represent City in such a matter.

Excluded from the scope of legal services provided by McGinley under this “Flat-Fee Agreement” include:

1. Labor and employment matters, including but not limited to labor negotiations and collective bargaining;
2. Litigation where McGinley must enter an appearance with a Court or for an Administrative Hearing;
3. Any specialized legal need not within the normal and ordinary scope of municipal legal services provided under the Flat-Fee Agreement;

The legal services not within the scope of this Flat-Fee Agreement can be performed on an “as-needed” basis by McGinley with rates depending on the experience and expertise of the lawyer performing the work. For purposes of providing the City with an example of rates to be charged for “as-needed” legal work (outside the scope of the monthly fee arrangement), McGinley may charge: \$250.00 per hour for Partners / Counsel; \$200.00 per hour for Associates; and \$125.00 per hour for Paralegals. Rates shall be agreed upon by McGinley and the City Manager at the time of the “as-needed” legal work.

McGinley agrees to discuss any proposed annual fee change or hourly rate change with the City Manager. McGinley agrees to bill City monthly, for all work performed according to this “Flat-Fee Agreement” and for any “as-needed” legal work.

The terms of this “Flat-Fee Agreement” shall auto-renew each year unless terminated by City or McGinley. This Flat-Fee Agreement shall become effective when passed by the Corporate Authorities, and may be paid pro-rata according to the agreed start and end date of McGinley. Billing from a previous month may be included on the next month’s billing where necessary.

City of Highland, Illinois

McGinley



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

To: Honorable Mayor Hemann and City Council

From: Chris Conrad-City Manager

Date: May 5, 2025

Re: Class Action Lawsuit for AFFF/PFAS

There have been quite a few trainings through IML and various other trade organizations regarding Aqueous Film-Forming Foam and their impact on local water sources.

AFFF was developed as a fire fighting foam for special circumstances. In recent years it has been linked to health issues and environmental contaminations. Several cases across the country have been consolidated into a multidistrict litigation in federal court. The City of Highland and our surface water is listed as a potential litigant.

At the Spring IML attorney seminar, I and the city attorney's attended a session regarding PFAS discussing the potential impacts and the ongoing litigation. I then directed our attorneys to research the litigation and determine the benefit if any to the City of Highland.

I recently attended an online presentation with our city attorney's and other municipalities represented by our attorneys. I believe it would be in the best interest for the City of Highland to join into the litigation to help offset any future costs of mitigating the impact of PFAS on our water system.

I ask the council to approve our joining the lawsuit with representative lawyers from Stag Liuzza, L.L.C. and Drafaul Law Firm on a contingency basis with a fee structure not to exceed 33.3% and authorize the City Manager to execute the necessary documents with said firms.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE
LEGAL SERVICES AGREEMENT RELATED TO THE AFFF PRODUCT LIABILITY
LITIGATION**

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 is committed to delivering clean drinking water to its customers; and

WHEREAS, City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS, City has been in negotiations with Stag Liuzza L.L.C. and Drafaehl Law Firm (collectively referred to as “Firm”) for legal services to pursue any settlement and other legal damage claims it may have related to the PFAS in Aqueous Film-Forming Foams (AFFF) Litigation MDL No. 2873; and

WHEREAS, City has determined that the Firm is comprised of experienced attorneys in both the PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination; and

WHEREAS, the Firm has provided City with a contract for legal services for AFFF PFAS litigation (“Firm Proposal”) (*see Firm Proposal attached hereto as **Exhibit A***); and

WHEREAS, City desires to enter into the Firm Proposal for legal services to pursue any settlement and other legal damage claims it may have related to the PFAS in Aqueous Film-Forming Foams (AFFF) Litigation MDL No.2873 (**Exhibit A**); and

WHEREAS, City Council deems it to be in the best interests of City to execute the Firm Proposal and engage the Firm for legal services to pursue any settlement and other legal damage claims it may have related to the PFAS in Aqueous Film-Forming Foams (AFFF) Litigation MDL No. 2873 (**Exhibit A**); 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 execute the Firm Proposal (**Exhibit A**).

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

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

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

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of the City of Highland, to execute and date whatever documents may be necessary to enter the Firm Proposal (**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 _____, 2025, 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

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **City of Highland, Illinois** (hereinafter the “Client”) hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and DRAFAHL LAW FIRM (through attorney Nolan Drafahl) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the Aqueous Film-Forming Foams (AFFF) Litigation MDL No. 2873 (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: <u>Joe Gillespie</u>	<u>618-654-9891</u>	<u>jgillespie@highlandil.gov</u>
Name	Telephone	E-mail
Business Matters: <u>Chris Conrad</u>	<u>618-654-9891</u>	<u>cconrad@highlandil.gov</u>
Name	Telephone	E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, the one-third (1/3) contingency fee shall be divided Client understands and agrees that the total Attorneys' fee will be divided as follows: 1/3 to DRAFAHL LAW FIRM and 2/3 to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only

in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In

using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

CITY OF HIGHLAND, ILLINOIS

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**NOLAN DRAFAHL AND DRAFAHL LAW
FIRM**

RESOLUTION NO. _____

**A RESOLUTION ISSUING A “F” LIQUOR LICENSE TO THE SWEET SPOT,
PURSUANT TO CHAPTER 6, OF THE CODE OF ORDINANCES, CITY OF
HIGHLAND, ENTITLED ALCOHOLIC LIQUOR**

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

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

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

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

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

WHEREAS, The Sweet Spot desires to obtain a “F” BYOB/Corking license; and

WHEREAS, The Sweet Spot submitted an Application for a Retail Liquor Dealer’s License to City (*see* Application attached hereto as **Exhibit A**); and

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

6-26 CLASSIFICATION - FEE – LIMITATION.

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

- (6) Class "F" licenses: BYOB/Corking. Class “F” licenses shall authorize alcoholic liquor of all varieties for consumption on the premises as long as the alcoholic liquor is brought onto the premises by a guest, customer,

invitee, caterer retailer, etc. of the class "F" licensee. A class "F" BYOB/Corking license shall be subject to all of the following conditions:

- (a) every applicant for a class "F" license must meet all the conditions applicable to other applicants;
- (b) every such bottle, can, or container containing alcoholic liquor shall be opened by the licensee, its agent, employee, or caterer retailer;
- (c) the licensee, its agent or employee shall not serve, pour or provide storage for the alcoholic liquor;
- (d) the licensee may provide only glasses, ice and an ice holder;
- (e) the licensee, its agent or employee shall not permit any customer to leave the licensed premises with open alcoholic liquor;
- (f) unconsumed alcoholic liquor must be disposed of by the customer prior to exiting the licensed premises or sealed;
- (g) a licensee may charge a BYOB/Corking fee to be determined by the licensee;
- (h) no restaurant, as defined supra, may obtain a class "F" license

The annual fee for such license shall be \$100.00.

and

WHEREAS, The Sweet Spot's Application for Retail Liquor Dealer's License (**Exhibit A**) has been approved by the Mayor / Liquor Commissioner; and

WHEREAS, City has determined class "F" liquor licenses are unlimited, so one is currently available to be issued to The Sweet Spot according to the City of Highland Ordinances; and

WHEREAS, City has determined it to be in the best interests of public health, safety, general welfare and economic welfare to issue The Sweet Spot a class "F" Liquor License; and

WHEREAS, the Liquor Commissioner reserves the right to ensure all aspects of City Code have been complied with prior to issuance of the class "F" liquor license to The Sweet Spot; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents necessary to issue a class "F" liquor license to The Sweet Spot.

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

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

Section 2. City shall issue a class "F" liquor license to The Sweet Spot.

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2025, 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

APPLICATION
FOR RETAIL LIQUOR DEALERS LICENSE
CITY OF HIGHLAND

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

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

1. Applicant: _____
(GIVE NAME OF INDIVIDUAL OR NAMES OF PARTNERS/CORPORATION - - -TYPE OR PRINT CLEARLY)

2. Trade, Partnership or Assumed Name _____

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

4. Location of above place of business _____
NUMBER STREET CITY STATE ZIP CODE

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

6. Are alcoholic liquors stored but not sold at any location other than the one given above?

If "yes", give location: _____

	NUMBER	STREET	CITY	STATE	ZIP CODE
7. Check principal kind of business:	Restaurant	Tavern			
	Hotel	Grocery Store			Amusement Place
	Club	Package Store			Department Store
	Country Club	Gaming Hall			Convenience Store

8. Give name and address of owner of premises: _____

9. Has a Liquor License been revoked at this location within the past year? _____

10. State the full name, address and date of birth of the person who you intend to be the Manager or Operator of said establishment, if License is issued: _____

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

11. If "yes", how long and address of person _____

12. Is this business located within 100 feet of any church, school, hospital, home for the aged or indigent persons or for veterans, their wives or children or any naval or military station? _____
- A. If answer to the above is "yes", is your place of business a hotel offering restaurant service, a regularly organized club, a food shop, or other place where the sale of liquor is not the principal business carried on? _____
- B. If answer to (A) is "yes", on what date was business started? _____
13. Have any manufacturers, importing distributor or distributor directly or indirectly paid or agreed to pay for this license, advanced money, or anything else of value. Except as specifically permitted in the Act, or any credit, (Other than merchandising credit in the ordinary course of business as specifically permitted in the Act), or is such a person directly or indirectly interested in the ownership, conduct or operation of the place of business? _____ If answer is "yes", give particulars _____
- _____
- _____
14. Applicant Information: Name _____ Telephone _____
- A. Residence Address _____
- NUMBER STREET CITY STATE ZIP CODE**
- B. Place of Birth: _____
- NAME OF CITY, COUNTY AND STATE**
- Date of Birth: _____
- Month Day Year**
- C. Are you a citizen of the United States? _____ If a naturalized citizen, time and place of naturalization? _____
- D. Have you ever been convicted of a felony or otherwise disqualified to receive the license applied for by reason of any matter or thing contained in the Illinois Liquor Control Act or the Municipal Liquor Code? YES NO If "yes", name court of conviction _____
- E. Have you ever made application for a liquor license for any other premises? _____
- Date: _____ State disposition of application: _____
- Give address: _____
- F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? _____ If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been
SUSPENDED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been
REVOKED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

15. Co-Applicant information: Name _____

A. Residence Address _____
NUMBER STREET CITY STATE ZIP CODE

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

Date of Birth: _____
Month Day Year

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

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

E. Have you ever made application for a liquor license for any other premises? _____

Date: _____ State deposition of application: _____

Give address:

F. Are you or is any other person, directly or indirectly interested in your place of business, a public official as defined in Sec 2 (14) Art VI of the Illinois Liquor Control Act? _____ If so, office held? _____

G. Has any license previously issued to you by any State or local authorities been SUSPENDED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

H. Has any license previously issued to you by any State or local authorities been REVOKED? _____ Date: _____

If so, state reasons therefor: _____

Where: _____
CITY COUNTY STATE

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

16. State the Names, Home addresses and DOB of all officers and directors of said Corporation:
Name (Last,First,MI) **Home Address (Street, City, State, Zip)** **Date of Birth**

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

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

Street Address: _____

Owner of Property: _____
Last First MI

Address: _____
Street/ PO Box City State Zip

Lease from: Month _____ Day _____ Year _____ TO
Month _____ Day _____ Year _____

(Attach copy of lease to this application)

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

A. If yes, the disposition and date of said application _____

B. State whether any of the above had a previous license revoked by the State, United States Government, or any political subdivision or city? _____

C. If yes, the reasons therefor _____

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

Name	Address	Phone
	<i>Ryan Kirby, Hillsboro, 217 260 9399</i>	
Name	Address	Phone
	<i>Carrie Reed, Highland, 847 807 9889</i>	
Name	Address	Phone
	<i>Donnie Downs (Hillsboro Mayor), Hillsboro, 217 710 0850</i>	
Name	Address	Phone
	<i>Kaitlin Homa, Hillsboro, 217 556 6190</i>	
Name	Address	Phone

**AFFIDAVIT
(PLEASE READ CAREFULLY BEFORE SIGNING)**

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, A.D., _____

Notary Public

(SEAL)

APPLICANT(S) SIGNATURE(S):



CLERK



CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	DEPARTMENT	CHECK/PAYMENT DATE	GROSS AMOUNT
4,884	AMAZON CAPITAL SERVI	2 QTY FILE POCKETS, 4 QTY FILE POCKETS	001-00-000-00000-115700	5/2/2025	75.42
4,884	AMAZON CAPITAL SERVI	2 QTY LYSOL DISINFECTING WIPES	001-00-000-00000-115700	5/2/2025	29.94
4,884	AMAZON CAPITAL SERVI	2 QTY STICKY NOTES, 1 QTY CORRECTION TAPE	001-00-000-00000-115700	5/2/2025	35.93
4,884	AMAZON CAPITAL SERVI	1 QTY 3-RING BINDERS	001-00-000-00000-115700	5/2/2025	37.54
4,920	Highland Optimist Cl	CENTRAL PURCHASING - GARBAGE BAGS	001-00-000-00000-115700	5/2/2025	1,020.00
4,938	OFFICE ESSENTIALS IN	SUPPLIES - C.P.	001-00-000-00000-115700	5/2/2025	753.25
TOTAL					1,952.08
4,976	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-10-011-00000-522000	5/2/2025	165.00
4,976	LEWIS BRISBOIS BISGA	APRIL 2025 MONTHLY RETAINER INVOICE	001-10-011-00000-522000	5/2/2025	7,018.59
4,896	CINDY EMIG	PERDIEMMEALS TYLER CONNECT 05/10/25-05/14/25 CEMIG	001-10-011-00000-524000	5/2/2025	208.50
4,929	LISA LEJEUNE	PERDIEMMEALSTYLERCONNECT 05/10/25-05/14/25 LEJEUNE	001-10-011-00000-524000	5/2/2025	280.50
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS COMM	001-10-011-00000-532000	5/2/2025	600.00
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS COMM	001-10-011-00000-532000	5/2/2025	12.39
4,972	City Utilities	UTILITIES- 1115 BROADWAY	001-10-011-00000-533000	5/2/2025	551.65
4,902	DE LAGE LANDEN FINAN	COPIER USAGE/LEASE	001-10-011-00000-534000	5/2/2025	266.67
4,967	WATTS COPY SYSTEMS	COPIER USAGE/LEASE	001-10-011-00000-534000	5/2/2025	48.94
4,897	CITY OF HIGHLAND	MTN/REPAIR- CITY HALL PICKUP 2014 HALF TON	001-10-011-00000-536010	5/2/2025	1,434.43
4,888	AssuredPartners Corn	ACA REPORTING FEE - PREPARATION OF 1095 FORMS	001-10-011-00000-539000	5/2/2025	1,220.00
4,898	City Petty Cash	MADISON COUNTY DEEDS DIR PROPERTIES	001-10-011-00000-539000	5/2/2025	7.00
4,898	City Petty Cash	REIM K REECE HIGHLAND AUTO WASH	001-10-011-00000-539000	5/2/2025	13.00
4,908	EVERLASTING ETCH	RETIREMENT PLAQUES- M ROSEN, K HABERER, R FREY	001-10-011-00000-539000	5/2/2025	37.50
4,908	EVERLASTING ETCH	PLASTIC INSERT ENGRAVES FOR DESK PLATE	001-10-011-00000-539000	5/2/2025	12.00
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS COMM	001-10-011-00000-539000	5/2/2025	219.90
4,959	THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	001-10-011-00000-539000	5/2/2025	221.16
4,960	THRYV INC.	MONTHLY PHONE LISTING 04/01/25-04/30/25	001-10-011-00000-539000	5/2/2025	36.00
4,961	TIMES TRIBUNE	LEGAL-PUBLIC NOTICE 2025 CITY BUDGET MEETING	001-10-011-00000-539000	5/2/2025	24.80
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	001-10-011-00000-543000	5/2/2025	48.96
TOTAL					12,426.99
4,976	LEWIS BRISBOIS BISGA	APRIL 2025 MONTHLY RETAINER INVOICE	001-20-012-00000-522000	5/2/2025	1,635.16
4,932	Mastercard	APRIL CREDIT CARD TRANSATIONS PD	001-20-012-00000-524000	5/2/2025	800.80
4,944	ROBERT HORNER	REIM 54TH ST- LUNCH-EMER MEDICAL TRAINING 04/14/25	001-20-012-00000-524000	5/2/2025	19.00
4,944	ROBERT HORNER	REIM WASABI LUNCH - EMER MEDICAL TRAINING 04/15/25	001-20-012-00000-524000	5/2/2025	12.34
4,897	CITY OF HIGHLAND	MTN/REPAIR CAR #4	001-20-012-00000-536010	5/2/2025	43.07
4,882	ACE HARDWARE	ACE OPERATING SUPPLIES	001-20-012-00000-537000	5/2/2025	19.99
4,908	EVERLASTING ETCH	RETIREMENT PLAQUES- M ROSEN, K HABERER, R FREY	001-20-012-00000-539000	5/2/2025	37.50
4,915	GOVERNMENTAL CONSULT	CONSULTING SERVICES MAY 2025	001-20-012-00000-539000	5/2/2025	800.00
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS PD	001-20-012-00000-539000	5/2/2025	16.00
4,932	Mastercard	APRIL CREDIT CARD TRANSATIONS PD	001-20-012-00000-539000	5/2/2025	449.00
4,942	QUENCH USA INC	WATER COOLER RENTAL FEE POLICE DEPT	001-20-012-00000-539000	5/2/2025	198.82
4,942	QUENCH USA INC	WATER COOLER RENTAL FEE POLICE DEPT	001-20-012-00000-539000	5/2/2025	195.75
4,951	SPLISH SPLASH AUTO B	POLICE DEPT AND ELEC DEPT CAR WASHES	001-20-012-00000-539000	5/2/2025	142.50
4,960	THRYV INC.	MONTHLY PHONE LISTING 04/01/25-04/30/25	001-20-012-00000-539000	5/2/2025	22.25
4,973	County of Madison	1ST QUARTER FEE FOR DISPATCH SERVICES	001-20-012-00000-539000	5/2/2025	74,934.50
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	001-20-012-00000-543000	5/2/2025	22.74
TOTAL					79,349.42
4,976	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-20-013-00000-522000	5/2/2025	165.00
4,976	LEWIS BRISBOIS BISGA	APRIL 2025 MONTHLY RETAINER INVOICE	001-20-013-00000-522000	5/2/2025	1,861.56
4,898	City Petty Cash	MADISON COUNTY CLERK RECORD LIEN 4644054	001-20-013-00000-539000	5/2/2025	50.00
4,923	International Code C	MEMBERSHIP DUES	001-20-013-00000-539000	5/2/2025	170.00
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS B&Z	001-20-013-00000-539000	5/2/2025	11.99
TOTAL					2,258.55
4,900	CONSTELLATION NEWENE	GAS SERVICE	001-20-014-00000-533000	5/2/2025	80.91
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS FIRE	001-20-014-00000-544000	5/2/2025	634.00
4,962	TRENDY TEES & MORE	REMOVE NAME ON TWO COATS, FIRE DEPT LOGO SCHLARMAN	001-20-014-00000-544000	5/2/2025	55.00
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS FIRE	001-20-014-00000-547000	5/2/2025	166.69
TOTAL					936.60
4,976	LEWIS BRISBOIS BISGA	CITY OF HIGHLAND V JASON METTLER NO:015386-000003	001-40-017-00000-522000	5/2/2025	165.00
4,976	LEWIS BRISBOIS BISGA	APRIL 2025 MONTHLY RETAINER INVOICE	001-40-017-00000-522000	5/2/2025	1,358.44
4,977	OATES ASSOCIATES INC	DOBBS AUTO CENTER DRAINAGE REVIEW: 2/22 - 3/28/25	001-40-017-00000-523000	5/2/2025	1,552.50
4,932	Mastercard	SAFETY TRNG. 4-3-2025 - DOUGHNUTS	001-40-017-00000-524000	5/2/2025	26.33
4,900	CONSTELLATION NEWENE	GAS SERVICE	001-40-017-00000-533000	5/2/2025	206.48
4,972	City Utilities	UTILITIES - S&A	001-40-017-00000-533000	5/2/2025	68.78
4,972	City Utilities	UTILITIES - S&A	001-40-017-00000-533000	5/2/2025	793.71
4,972	City Utilities	UTILITIES - S&A	001-40-017-00000-533000	5/2/2025	36.38
4,906	Electrico Inc	US 40 & IL 143 TRAFFIC SIGNAL MAINTENANCE	001-40-017-00000-539000	5/2/2025	536.25
4,906	Electrico Inc	IL 160 & TROXLER - TRAFFIC SIGNAL MAINTENANCE	001-40-017-00000-539000	5/2/2025	220.00
4,915	GOVERNMENTAL CONSULT	CONSULTING SERVICES MAY 2025	001-40-017-00000-539000	5/2/2025	2,000.00
4,928	KORTE LANDSCAPING	VET. PKWY. & POPLAR RNDABOUTS - WEED & PLANT GRASS	001-40-017-00000-539000	5/2/2025	1,269.00
4,904	DR. WOOD TREES & LAN	18 HRS TREE WORK ON SECTOR #2	001-40-017-00000-539022	5/2/2025	2,250.00
4,884	AMAZON CAPITAL SERVI	1 QTY WORK GLOVES	001-40-017-00000-543000	5/2/2025	69.99
4,932	Mastercard	12" GE GREEN LED ROUND TRAFFIC LIGHT 120V- 4 PACK	001-40-017-00000-543000	5/2/2025	93.96
4,931	Luby Equipment Servi	EDGE,CUTTING,NIT,BOLT,PLOW,PAINT	001-40-017-00000-545000	5/2/2025	325.32
4,933	McKay Auto Parts Inc	BATTERY - SAW	001-40-017-00000-545000	5/2/2025	132.49
4,897	CITY OF HIGHLAND	MTN/REPAIR - 2016 FRT SWEEPER	001-40-017-00000-546000	5/2/2025	171.61
4,933	McKay Auto Parts Inc	CABIN AIR FILTER- TRUCK # 607	001-40-017-00000-546000	5/2/2025	24.99
4,874	HALLEMANN CONSTRUCTIO	DEPOSIT LABOR TO ERECT 20X100 BUILDING	001-40-017-00000-552000	4/23/2025	9,250.00
4,895	Christ Bros Inc	HMA- 3.56 T., \$75 P/T, TIC.# L7501	001-40-017-00000-554000	5/2/2025	267.00
4,895	Christ Bros Inc	COLD PATCH - 8.11 T., \$10 P/T.	001-40-017-00000-554000	5/2/2025	1,297.60
4,978	RED E MIX LLC	7 BAG - 31 CY, \$179 P/CY, WINT. SERV., 1/2%NCA	001-40-017-00000-554000	5/2/2025	5,804.75
4,978	RED E MIX LLC	7 BAG - 31 CY, \$179 P/CY, WINT. SERV., 1/2%NCA	001-40-017-00000-554000	5/2/2025	5,804.75
4,978	RED E MIX LLC	7 BAG - 27 CY, \$179 P/CY, WINT. SERV., 1/2%NCA	001-40-017-00000-554000	5/2/2025	5,055.75
4,978	RED E MIX LLC	7 BAG-13 CY, \$179 P/CY-1%, WINT. SERV.-OLIVE & LIND	001-40-017-00000-554000	5/2/2025	2,463.50
4,978	RED E MIX LLC	3000 PSI FOOTING/WALL -7 CY., \$167 P/CY	001-40-017-00000-555050	5/2/2025	1,169.00
TOTAL					42,413.58
4,976	LEWIS BRISBOIS BISGA	APRIL 2025 MONTHLY RETAINER INVOICE	007-70-007-00000-522000	5/2/2025	1,006.25
4,932	Mastercard	APRIL CREDIT CARD TRANSATIONS HUBBARD	007-70-007-00000-524000	5/2/2025	132.40
4,898	City Petty Cash	IDC MEETING 12/04/24 REIM CITY HALL SODA/WATER	007-70-007-00000-539000	5/2/2025	8.00
4,898	City Petty Cash	IDC MEETING 01/08/25 JIMMY JOHNS TIP	007-70-007-00000-539000	5/2/2025	5.00

4,898	City Petty Cash	IDC MEETING 01/08/25- REIM CITY HALL SODA/WATER	007-70-007-00000-539000	5/2/2025	8.00
4,898	City Petty Cash	IDC MEETING 03/05/25- REIM CITY HALL SODA/WATER	007-70-007-00000-539000	5/2/2025	7.00
4,898	City Petty Cash	IDC MEETING 02/04/25 - REIM CITY HALL SODA/WATER	007-70-007-00000-539000	5/2/2025	4.00
4,898	City Petty Cash	ROTAY CLUB MEETING 03/11/25- REIMCITYHALLSODA/WATE	007-70-007-00000-539000	5/2/2025	8.00
4,898	City Petty Cash	IDC MEETING 04/02/25 REIM CITY HALL SODA/WATER	007-70-007-00000-539000	5/2/2025	5.00
4,915	GOVERNMENTAL CONSULT	CONSULTING SERVICES MAY 2025	007-70-007-00000-539000	5/2/2025	1,200.00
4,932	Mastercard	APRIL CREDIT CARD TRANSACTIONS HUBBARD	007-70-007-00000-539000	5/2/2025	42.00
4,921	IllinoisSouth Tourism	SQUARE PAGE AD 2025 SPRING TOURISM TIMES	007-70-007-00000-539033	5/2/2025	562.50
			TOTAL		2,988.15
4,889	Beelman Logistics LL	CA6, 26.15 T., \$13.02P/T, TIC.#684727	008-40-000-00000-543000	5/2/2025	340.48
			TOTAL		340.48
4,900	CONSTELLATION NEWENE	GAS SERVICE	009-60-009-00000-533000	5/2/2025	1,339.89
4,972	City Utilities	KRC UTILITIES	009-60-009-00000-533000	5/2/2025	10,831.36
4,893	CAPRI POOLS & AQUA	INSTALLED NEW CHLORINE FEEDER	009-60-009-00000-539000	5/2/2025	958.00
4,908	EVERLASTING ETCH	RETIREMENT PLAQUES- M ROSEN, K HABERER, R FREY	009-60-009-00000-539000	5/2/2025	37.50
4,925	KARLA VOSS	REFUND FOR 4/19 PARTY CREDIT	009-60-009-00000-539000	5/2/2025	22.00
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS ROSEN	009-60-009-00000-539000	5/2/2025	99.00
4,932	Mastercard	APRIL CREDIT CARD TRANSACTIONS ROSEN	009-60-009-00000-539000	5/2/2025	50.14
4,942	QUENCH USA INC	KRC WATERBOTTLE REFILL STATION MONTHLY BILL	009-60-009-00000-539000	5/2/2025	68.52
4,956	Tech Electronics Inc	PREVENTATIVE MAINT. FROM 5/7/25-8/6/25	009-60-009-00000-539000	5/2/2025	502.50
4,958	TERESA SWEET	REFUND FOR 5/17 PARTY RENTAL	009-60-009-00000-539000	5/2/2025	160.00
4,968	WATTS COPY SYSTEMS I	KRC PRINTER MONTHLY BILL	009-60-009-00000-539000	5/2/2025	119.52
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS ROSEN	009-60-009-00000-543000	5/2/2025	131.09
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS P&R	009-60-009-00000-543000	5/2/2025	30.00
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-009-00000-543000	5/2/2025	335.84
4,939	PEPSI	KRC CONCESSIONS SUPPLIES	009-60-009-00000-543050	5/2/2025	444.33
4,955	SWITZER FOOD AND SUP	KRC CONCESSIONS SUPPLIES	009-60-009-00000-543050	5/2/2025	320.80
4,969	WILLIAM F. BROCKMAN	KRC AND GLIK CONCESSIONS SUPPLIES	009-60-009-00000-543050	5/2/2025	313.26
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS ROSEN	009-60-009-00000-544000	5/2/2025	60.99
4,913	FROST ELECTRIC SUPPL	CREDIT MEMO KEYSTONE KT-LED	009-60-009-00000-545000	5/2/2025	-278.30
4,913	FROST ELECTRIC SUPPL	KRC LIGHT BULBS	009-60-009-00000-545000	5/2/2025	349.78
			TOTAL		15,896.22
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS P&R	009-60-016-00000-524000	5/2/2025	208.08
4,885	Ameren Illinois	SENIOR CENTER GAS UTILITIES	009-60-016-00000-533000	5/2/2025	134.27
4,885	Ameren Illinois	1100 MAIN ST	009-60-016-00000-533000	5/2/2025	79.22
4,900	CONSTELLATION NEWENE	GAS SERVICE	009-60-016-00000-533000	5/2/2025	72.05
4,972	City Utilities	SENIOR CENTER UTILITIES	009-60-016-00000-533000	5/2/2025	343.17
4,972	City Utilities	SPINDLER PARK UTILITIES	009-60-016-00000-533000	5/2/2025	35.00
4,972	City Utilities	BRAD'S SHED UTILITIES	009-60-016-00000-533000	5/2/2025	166.41
4,972	City Utilities	GLIK PARK UTILITIES	009-60-016-00000-533000	5/2/2025	2,171.78
4,972	City Utilities	GLIK PAVILION UTILITIES	009-60-016-00000-533000	5/2/2025	56.13
4,972	City Utilities	HUNSCHE FIELD BATHROOMS	009-60-016-00000-533000	5/2/2025	20.90
4,972	City Utilities	WCC UTILITIES	009-60-016-00000-533000	5/2/2025	1,381.08
4,972	City Utilities	WCC UTILITIES	009-60-016-00000-533000	5/2/2025	145.30
4,972	City Utilities	SQUARE FOUNTAIN UTILITIES	009-60-016-00000-533000	5/2/2025	4,046.36
4,972	City Utilities	PARK RD BATHROOM PAV WATER UTILITIES	009-60-016-00000-533000	5/2/2025	35.00
4,972	City Utilities	HIGHLAND PARK RD UTILITIES	009-60-016-00000-533000	5/2/2025	63.13
4,972	City Utilities	SPORTSMAN RD NE BATHROOM UTILITIES	009-60-016-00000-533000	5/2/2025	42.12
4,972	City Utilities	KRC GARDENS UTILITIES	009-60-016-00000-533000	5/2/2025	51.88
4,972	City Utilities	BROADWAY UTILITIES	009-60-016-00000-533000	5/2/2025	35.34
4,972	City Utilities	SE TENNIS COURTS UTILITIES	009-60-016-00000-533000	5/2/2025	92.06
4,972	City Utilities	VETERANS HONOR PKWY BATHROOMS UTILITIES	009-60-016-00000-533000	5/2/2025	77.60
4,972	City Utilities	HIGHLAND PARK RD ADA RESTROOM UTILITIES	009-60-016-00000-533000	5/2/2025	56.01
4,972	City Utilities	MAIN ST BATHROOM UTILITIES	009-60-016-00000-533000	5/2/2025	466.73
4,972	City Utilities	PARK RD BATHROOM NORTH OF BOAT UTILITIES	009-60-016-00000-533000	5/2/2025	36.83
4,954	Sunbelt Rentals Inc	SCISSOR LIFT RENTAL FOR GLIK PARK	009-60-016-00000-534000	5/2/2025	879.25
4,897	CITY OF HIGHLAND	2006 CHEVY 1500 BRAKE LINE MAINT.	009-60-016-00000-536010	5/2/2025	317.81
4,907	Essenpreis Plumbing	GLIK PARK CONCESSION STAND SPIGOT REPAIR	009-60-016-00000-539000	5/2/2025	313.86
4,912	Foresight Services I	PICKLEBALL COURTS PRE-WORK/DESIGN	009-60-016-00000-539000	5/2/2025	9,240.00
4,914	GELLY EXCAVATING & C	ROCK HAUL TO SILVER LAKE	009-60-016-00000-539000	5/2/2025	375.00
4,950	SPARLIN PLUMBING	DEWINTERIZED ALL 3 SILVER LAKE BATHROOMS	009-60-016-00000-539000	5/2/2025	919.51
4,964	TYLER TECHNOLOGIES I	PAYMENTS PCI SERVICE FEE 8 DEVICES	009-60-016-00000-539000	5/2/2025	291.92
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-541000	5/2/2025	39.40
4,882	ACE HARDWARE	ACE OPERATING SUPPLIES	009-60-016-00000-543000	5/2/2025	81.02
4,884	AMAZON CAPITAL SERVI	1 QTY BODNO MAGICARD 300 PRINTER RIBBON	009-60-016-00000-543000	5/2/2025	95.98
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS P&R	009-60-016-00000-543000	5/2/2025	131.04
4,949	SITEONE LANDSCAPE SU	18' rainbuster and 26' rainbuster for Opt. Field	009-60-016-00000-543000	5/2/2025	1,188.57
4,949	SITEONE LANDSCAPE SU	CLAY FOR BALL FIELD MOUND	009-60-016-00000-543000	5/2/2025	160.00
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-543000	5/2/2025	605.52
4,932	Mastercard	APRIL CREDIT CARD TRANSACTIONS ROSEN	009-60-016-00000-543050	5/2/2025	200.07
4,939	PEPSI	GLIK PARK CONCESSIONS SUPPLIES	009-60-016-00000-543050	5/2/2025	694.31
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-543050	5/2/2025	70.97
4,969	WILLIAM F. BROCKMAN	KRC AND GLIK CONCESSIONS SUPPLIES	009-60-016-00000-543050	5/2/2025	41.10
4,899	COMPUSTITCH SCREEN P	REY GARLICH WORK SHIRTS	009-60-016-00000-544000	5/2/2025	144.00
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS ROSEN	009-60-016-00000-544000	5/2/2025	364.34
4,882	ACE HARDWARE	ACE OPERATING SUPPLIES	009-60-016-00000-545000	5/2/2025	111.51
4,932	Mastercard	APRIL CREDIT CARD TRANSACTIONS ROSEN	009-60-016-00000-545000	5/2/2025	28.08
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-546000	5/2/2025	48.66
4,882	ACE HARDWARE	ACE OPERATING SUPPLIES	009-60-016-00000-547000	5/2/2025	89.97
4,884	AMAZON CAPITAL SERVI	1 QTY BASEBALL CATCHERS MITT	009-60-016-00000-547000	5/2/2025	66.70
4,903	DigitalArtz LLC	RINDERER PARK MAIN ENTRANCE SIGN	009-60-016-00000-547000	5/2/2025	1,301.35
4,932	Mastercard	MARCH CREDIT CARD TRANSACTIONS ROSEN	009-60-016-00000-547000	5/2/2025	2,606.11
4,965	WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	009-60-016-00000-547000	5/2/2025	693.54
			TOTAL		30,916.04
4,972	City Utilities	OUTDOOR POOL UTILITIES	009-60-503-00000-533000	5/2/2025	51.53
4,905	EDWARDSVILLE MACHINE	REPAIRED BRACKET FOR OUTDOOR POOL	009-60-503-00000-539000	5/2/2025	300.00
4,922	IN THE SWIM	DIVING BOARD RESURFACING KIT FOR HCP	009-60-503-00000-545000	5/2/2025	155.18
			TOTAL		506.71
4,911	Ferrellgas	CEMETERY GAS UTILITIES	009-60-715-00000-533000	5/2/2025	218.76
4,972	City Utilities	CEMETERY UTILITIES	009-60-715-00000-533000	5/2/2025	77.75
4,972	City Utilities	CEMETERY CHAPEL UTILITIES	009-60-715-00000-533000	5/2/2025	35.00
4,978	RED E MIX LLC	CEMETERY CONCRETE FOOTING	009-60-715-00000-543000	5/2/2025	542.50
4,903	DigitalArtz LLC	NEW CEMETERY SIGN	009-60-715-00000-547000	5/2/2025	117.53
			TOTAL		991.54
4,977	OATES ASSOCIATES INC	US RTE 40 & SYCAMORE ST INTERSECTION STUDY & PLANS	010-70-010-00000-523000	5/2/2025	8,852.50
			TOTAL		8,852.50

4,885 Ameren Illinois	GAS CHARGES UTILITES, W&S	101-01-101-00000-533000	5/2/2025	570.37
4,885 Ameren Illinois	GAS CHARGES UTILITY & W&S	101-01-101-00000-533000	5/2/2025	1,568.20
4,972 City Utilities	UTILITIES	101-01-101-00000-533000	5/2/2025	792.18
4,953 SUMNER ONE INC.	COLOR OVERAGES	101-01-101-00000-534000	5/2/2025	236.14
4,887 ARAMARK UNIFORM SERV	RUG SERVICE	101-01-101-00000-539000	5/2/2025	73.92
4,945 Rotary Club of Highl	DUES & MEALS 1/1/25- 3/31/25 D COOK	101-01-101-00000-539000	5/2/2025	160.00
4,951 SPLISH SPLASH AUTO B	POLICE DEPT AND ELEC DEPT CAR WASHES	101-01-101-00000-539000	5/2/2025	12.00
4,959 THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	101-01-101-00000-539000	5/2/2025	995.30
4,960 THRYV INC.	MONTHLY PHONE LISTING 04/01/25-04/30/25	101-01-101-00000-539000	5/2/2025	29.50
4,965 WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	101-01-101-00000-539000	5/2/2025	44.96
4,965 WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	101-01-101-00000-541000	5/2/2025	3.92
4,884 AMAZON CAPITAL SERVI	4 QTY PAPER TOWELS	101-01-101-00000-543000	5/2/2025	120.84
4,965 WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	101-01-101-00000-547000	5/2/2025	32.52
	TOTAL			4,639.85
4,885 Ameren Illinois	GAS CHARGES POWER PLANT	101-01-102-00000-533000	5/2/2025	100.87
4,972 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	5/2/2025	67.53
4,972 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	5/2/2025	441.26
4,972 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	5/2/2025	60.61
4,972 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	5/2/2025	1,333.56
4,972 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	5/2/2025	3,385.92
4,972 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	5/2/2025	12.04
4,972 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	5/2/2025	15.00
4,894 CHEMQUEST INC	SECOND QUARTER MONITORING	101-01-102-00000-539000	5/2/2025	495.00
4,905 EDWARDSVILLE MACHINE	LABOR & MATERIALS TO MODIFY 2 WHEELS FOR LAWN MOW	101-01-102-00000-545000	5/2/2025	630.00
4,909 Exline Inc	FILTER, O'RING FOR NORBERG	101-01-102-00000-545000	5/2/2025	2,394.51
4,937 O'Reilly Automotive	1 QTY HEATER HOSE, 1 QTY 1GALANTIFREZ	101-01-102-00000-545000	5/2/2025	18.33
4,963 TRUCK CENTERS INC	GAS CYLINDER FOR STREET SWEEPER	101-01-102-00000-545000	5/2/2025	80.57
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	101-01-102-00000-546000	5/2/2025	29.96
4,890 BEST ONE TIRE & SERV	TIRES POWER PLANT BUCKET	101-01-102-00000-546000	5/2/2025	2,921.30
4,936 Northtown Auto & Tra	WIPER BLADE	101-01-102-00000-546000	5/2/2025	8.97
4,937 O'Reilly Automotive	1 QTY CONNECTOR	101-01-102-00000-546000	5/2/2025	4.67
4,937 O'Reilly Automotive	1 QTY AIR FILTER, 1 QTY OIL FILTER	101-01-102-00000-546000	5/2/2025	21.12
4,937 O'Reilly Automotive	1 QTY OIL FILTER	101-01-102-00000-546000	5/2/2025	5.29
4,937 O'Reilly Automotive	1 QTY TREAD GAGE	101-01-102-00000-546000	5/2/2025	9.99
4,946 RUSH TRUCK CENTER S	WINDSHIELD WASHER FLUID TRUCK #30	101-01-102-00000-546000	5/2/2025	115.40
	TOTAL			12,151.90
4,886 ANIXTER INC.	QUOTE # U0073664.01	101-01-104-00000-511000	5/2/2025	416.65
4,885 Ameren Illinois	GAS CHARGES UTILITIES	101-01-104-00000-533000	5/2/2025	47.87
4,883 ALTEC INDUSTRIES INC	TRK 30 BATTERY, ROPE ASSEMBLY, LABOR, FREIGHT	101-01-104-00000-536000	5/2/2025	2,356.32
4,924 JANSEN CHEVROLET	TRUCK 52 INSPECTION	101-01-104-00000-536010	5/2/2025	60.00
4,932 Mastercard	FOOD FOR ELEC & W&S CREWS WHEN WORK ON REST AREA	101-01-104-00000-539000	5/2/2025	121.97
4,948 SCOTT'S PAINTING AND	PREP PRIME & PAINT 14 LIGHTPOLES	101-01-104-00000-539000	5/2/2025	5,250.00
4,974 CSX TRANSPORTATION I	LICENSE FEE	101-01-104-00000-539000	5/2/2025	5,100.00
4,974 CSX TRANSPORTATION I	LICENSE FEE	101-01-104-00000-539000	5/2/2025	5,100.00
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	101-01-104-00000-542000	5/2/2025	37.13
4,884 AMAZON CAPITAL SERVI	1 QTY 2PK 100W CORN LED LIGHT BULB	101-01-104-00000-543000	5/2/2025	49.98
4,886 ANIXTER INC.	RETURN E945MX ON PO 262	101-01-104-00000-543000	5/2/2025	-416.65
4,886 ANIXTER INC.	DEADEND CROSSARMS, MACH. BOLTS	101-01-104-00000-543000	5/2/2025	252.00
4,932 Mastercard	3M BATTERY HOLDER (8AA'S) FOR DYNATEL	101-01-104-00000-543000	5/2/2025	24.49
4,941 Power Line Supply	MACHINE BOLT, FUSE LINK, CONNECTOR COVER	101-01-104-00000-543000	5/2/2025	140.00
4,941 Power Line Supply	MACHINE BOLT, FUSE LINK, CONNECTOR COVER	101-01-104-00000-543000	5/2/2025	270.00
4,952 SPRINGFIELD ELECTRIC	SYLVANIA BULBS	101-01-104-00000-543000	5/2/2025	257.76
4,975 GRAYBAR	VOLTAGE TRANSFORMER	101-01-104-00000-543000	5/2/2025	1,934.52
4,975 GRAYBAR	INSULATOR, DEADEND CLAMP, 10FT CONDUIT STICKS	101-01-104-00000-543000	5/2/2025	2,256.20
4,975 GRAYBAR	CLAMP TOP INSULATOR 15KV	101-01-104-00000-543000	5/2/2025	1,372.80
4,975 GRAYBAR	MULTI-VAPOR E28 CLEAR LAMP	101-01-104-00000-543000	5/2/2025	255.42
4,975 GRAYBAR	RIDGE PIN, ARRESTORS, CROSSARM PIN	101-01-104-00000-543000	5/2/2025	715.10
4,886 ANIXTER INC.	RETURN CREDIT WHEN SENT THE WRONG GLASSES ON PO 48	101-01-104-00000-544000	5/2/2025	-106.80
4,886 ANIXTER INC.	NEMESIS SAFETY GLASSES ON PO 48	101-01-104-00000-544000	5/2/2025	93.45
4,883 ALTEC INDUSTRIES INC	GEAR OIL, GEAR BOX SUB ASSEMBLY	101-01-104-00000-545000	5/2/2025	7,258.51
4,883 ALTEC INDUSTRIES INC	RETURN GEAR BOX & SEALS	101-01-104-00000-545000	5/2/2025	-687.87
4,932 Mastercard	ACTUATOR ASY FOR TRUCK 52	101-01-104-00000-546000	5/2/2025	32.05
4,975 GRAYBAR	19 QTY TRANSFORMERS 1 PHASE PO 8634	101-01-104-00000-554020	5/2/2025	128,262.78
4,975 GRAYBAR	INLINE SPLICE CLOSURE, WIRE, DEADEND AUTO WEDGE	101-01-104-00000-543000	5/2/2025	1,275.48
	TOTAL			161,729.16
4,900 CONSTELLATION NEWENE	GAS SERVICE	111-05-111-00000-533000	5/2/2025	27.77
4,972 City Utilities	UTILITIES- 192 WOODCREST DR	111-05-111-00000-533000	5/2/2025	2,300.36
4,972 City Utilities	UTILITIES- 192 WOODCREST DR OFFICE	111-05-111-00000-533000	5/2/2025	325.12
4,953 SUMNER ONE INC.	COPIER USAGE/LEASE	111-05-111-00000-534000	5/2/2025	149.57
4,887 ARAMARK UNIFORM SERV	RUG SERVICE	111-05-111-00000-539000	5/2/2025	79.95
4,887 ARAMARK UNIFORM SERV	RUG SERVICE	111-05-111-00000-539000	5/2/2025	79.95
4,960 THRYV INC.	MONTHLY PHONE LISTING 04/01/25-04/30/25	111-05-111-00000-539000	5/2/2025	32.50
4,971 CDW G Inc	CISCO DIRECT LIC-ENT 1YR	111-05-111-00000-539000	5/2/2025	1,998.84
4,971 CDW G Inc	DIGITALPERSONA PREM AD LDS LIC	111-05-111-00000-539000	5/2/2025	17,167.50
ACH INTERSTATE TRS FUND	2024-2025 OBLIGATION PAYMENT 7 OF 12 514A&514B	111-05-111-00000-539025	4/22/2025	520.07
ACH INTERSTATE TRS FUND	2024-2025 OBLIGATION PAYMENT 9 OF 12 514A&514B DUP	111-05-111-00000-539025	4/22/2025	520.07
ACH INTERSTATE TRS FUND	2024-2025 OBLIGATION PAYMENT 10 OF 12 514A&514B	111-05-111-00000-539025	4/22/2025	520.07
4,910 FANDUEL SPORTS NETWO	APRIL VIDEO FEE	111-05-111-00000-539052	5/2/2025	9,503.22
4,917 GREAT LAKES DATA SYS	BROADHUB SOFTWARE SUPPORT	111-05-111-00000-539300	5/2/2025	1,854.00
4,884 AMAZON CAPITAL SERVI	34 QTY AMAZON FIRE STICK 4K	111-05-111-00000-547000	5/2/2025	1,359.32
4,884 AMAZON CAPITAL SERVI	43 QTY FIRE TV STICK, 7 QTY FIRE TV STICK	111-05-111-00000-547000	5/2/2025	1,249.50
4,884 AMAZON CAPITAL SERVI	1 QTY MICROSOFT SURFACE POR 10	111-05-111-00000-547000	5/2/2025	1,447.00
4,916 GRAYBAR	Corning 150' and 300' terminals	111-05-111-00000-553000	5/2/2025	1,956.39
4,916 GRAYBAR	Corning 6port 300' multiport	111-05-111-00000-553000	5/2/2025	648.45
4,916 GRAYBAR	4 port 300' and 500' multiports	111-05-111-00000-553000	5/2/2025	3,424.08
4,892 CALIX INC.	GP1100G INDOOR Ont's	111-05-111-00000-553001-	5/2/2025	3,771.35
	TOTAL			48,935.08
4,900 CONSTELLATION NEWENE	GAS SERVICE	201-02-201-00000-533000	5/2/2025	142.07
4,959 THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	201-02-201-00000-539000	5/2/2025	331.77
	TOTAL			473.84
4,900 CONSTELLATION NEWENE	GAS SERVICE	201-02-202-00000-533000	5/2/2025	148.52
4,972 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	5/2/2025	78.50
4,972 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	5/2/2025	1,264.65
4,972 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	5/2/2025	5,934.10
4,972 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	5/2/2025	51.99
4,957 Teklab Inc	POND SAMPLING - ORGANIC MATTER	201-02-202-00000-539023	5/2/2025	75.10
4,918 Hach Company	CHEMKEY FLUORIDE, ORTHOPHOSPHATE, RGT SET	201-02-202-00000-543000	5/2/2025	933.04
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	201-02-202-00000-545000	5/2/2025	68.24

4,947 SCALES PLUS LLC	ADAM EQUIP. 12VDC POWER ADAPTER	201-02-202-00000-545000	5/2/2025	56.44
4,966 WATER SOLUTIONS	LMI C921-362SI PUMP	201-02-202-00000-549000	5/2/2025	2,452.92
4,966 WATER SOLUTIONS	AMMONIUM SULFATE, WSU 110	201-02-202-00000-549000	5/2/2025	6,150.00
		TOTAL		17,213.50
4,885 Ameren Illinois	GAS CHARGES UTILITES, W&S	201-02-203-00000-533000	5/2/2025	190.12
4,885 Ameren Illinois	GAS CHARGES UTILITY & W&S	201-02-203-00000-533000	5/2/2025	522.73
4,972 City Utilities	UTILITIES - W&S	201-02-203-00000-533000	5/2/2025	377.23
4,972 City Utilities	UTILITIES - W&S	201-02-203-00000-533000	5/2/2025	120.01
4,972 City Utilities	UTILITIES - W&S	201-02-203-00000-533000	5/2/2025	22.03
4,972 City Utilities	UTILITIES - W&S	201-02-203-00000-533000	5/2/2025	17.96
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	201-02-203-00000-538000	5/2/2025	94.99
4,927 KIRCHNER BUILDING	2x4-12 #2 & BTR SPF KD-HT 1 1/2 X3-1/2	201-02-203-00000-538000	5/2/2025	11.85
4,884 AMAZON CAPITAL SERVI	1 QTY CHEST WADERS WITH BOOTS	201-02-203-00000-544000	5/2/2025	25.99
4,884 AMAZON CAPITAL SERVI	1 QTY TRAILER TIRES	201-02-203-00000-546000	5/2/2025	145.42
4,933 McKay Auto Parts Inc	BATTERY, ABSORBER TOWELS	201-02-203-00000-546000	5/2/2025	71.99
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	201-02-203-00000-547000	5/2/2025	46.97
4,934 Midwest Meter Inc.	4" E SERIES ITRON, FLANGE BOLT SET, FIBER GASKET	201-02-203-00000-553060	5/2/2025	3,100.00
4,934 Midwest Meter Inc.	3/4"X 7 1/2" M-35 METER BASE, M-25 HRE-LCD ITRON	201-02-203-00000-553060	5/2/2025	2,856.00
		TOTAL		7,603.29
4,885 Ameren Illinois	GAS CHARGES - PW	301-03-301-00000-533000	5/2/2025	243.47
4,972 City Utilities	UTILITIES - PW	301-03-301-00000-533000	5/2/2025	151.49
4,959 THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	301-03-301-00000-539000	5/2/2025	331.77
		TOTAL		726.73
4,885 Ameren Illinois	GAS CHARGES UTILITES, W&S	301-03-303-00000-533000	5/2/2025	190.12
4,885 Ameren Illinois	GAS CHARGES UTILITY & W&S	301-03-303-00000-533000	5/2/2025	522.73
4,972 City Utilities	UTILITIES - W&S	301-03-303-00000-533000	5/2/2025	377.23
4,972 City Utilities	UTILITIES - W&S	301-03-303-00000-533000	5/2/2025	120.01
4,972 City Utilities	UTILITIES - W&S	301-03-303-00000-533000	5/2/2025	22.03
4,972 City Utilities	UTILITIES - W&S	301-03-303-00000-533000	5/2/2025	17.97
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	301-03-303-00000-538000	5/2/2025	94.98
4,927 KIRCHNER BUILDING	2x4-12 #2 & BTR SPF KD-HT 1 1/2 X3-1/2	301-03-303-00000-538000	5/2/2025	11.85
4,930 LITTEKEN PLUMBING CO	SEWER MAIN REPLACEMENT- 2118 MAIN DR- GENE SCHMIDT	301-03-303-00000-539000	5/2/2025	685.00
4,935 MIDWEST MUNICIPAL SU	8" FERNCO CLAY PVC, 8X8" TEE, 8X8" WYE	301-03-303-00000-543000	5/2/2025	666.09
4,884 AMAZON CAPITAL SERVI	1 QTY CHEST WADERS WITH BOOTS	301-03-303-00000-544000	5/2/2025	26.00
4,884 AMAZON CAPITAL SERVI	1 QTY TRAILER TIRES	301-03-303-00000-546000	5/2/2025	145.43
4,933 McKay Auto Parts Inc	BATTERY, ABSORBER TOWELS	301-03-303-00000-546000	5/2/2025	71.98
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	301-03-303-00000-547000	5/2/2025	46.97
		TOTAL		2,998.39
4,932 Mastercard	MARCH CREDIT CARD TRANSACTIONS CITY	301-03-304-00000-524000	5/2/2025	254.64
4,932 Mastercard	JOE G -EMBASSY SUITE HOTEL FOR WRF BANQUET	301-03-304-00000-524000	5/2/2025	241.92
4,932 Mastercard	RON D -SIUE TRNG.- WASTE MGMT. & SLUDGE PROCESS	301-03-304-00000-524000	5/2/2025	80.00
4,972 City Utilities	UTILITIES - WRF	301-03-304-00000-533000	5/2/2025	8,162.40
4,972 City Utilities	UTILITIES - WRF	301-03-304-00000-533000	5/2/2025	624.96
4,972 City Utilities	UTILITIES - WRF	301-03-304-00000-533000	5/2/2025	2,126.21
4,972 City Utilities	UTILITIES - WRF	301-03-304-00000-533022	5/2/2025	98.48
4,972 City Utilities	UTILITIES - WRF	301-03-304-00000-533022	5/2/2025	103.42
4,972 City Utilities	UTILITIES - WRF	301-03-304-00000-533022	5/2/2025	64.16
4,972 City Utilities	UTILITIES - WRF	301-03-304-00000-533022	5/2/2025	48.08
4,965 WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	301-03-304-00000-543000	5/2/2025	13.70
4,965 WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	301-03-304-00000-546000	5/2/2025	19.82
4,882 ACE HARDWARE	ACE OPERATING SUPPLIES	301-03-304-00000-547000	5/2/2025	443.95
4,919 Hawkins Inc	DEMURRAGE	301-03-304-00000-549000	5/2/2025	40.00
4,919 Hawkins Inc	AQUA HAWK 607	301-03-304-00000-549000	5/2/2025	4,402.35
4,940 Polydyne Inc.	CLARIFLOC CE-1457	301-03-304-00000-549000	5/2/2025	7,590.00
		TOTAL		24,314.09
4,926 KIMHEC LLC	CONSULTING	301-03-305-00000-523000	5/2/2025	1,040.00
4,972 City Utilities	UTILITIES - WRF	301-03-305-00000-533000	5/2/2025	35.00
		TOTAL		1,075.00
4,932 Mastercard	MARCH CREDIT CARD TRANSACTIONS PS	401-20-401-00000-524000	5/2/2025	350.92
4,932 Mastercard	APRIL CREDIT CARD TRANSACTIONS PS	401-20-401-00000-524000	5/2/2025	1,415.00
4,972 City Utilities	UTILITIES- 1122 BROADWAY	401-20-401-00000-533000	5/2/2025	434.45
4,943 REDING TIRE & BATTER	OIL CHANGE - FIRE DEPT #1594	401-20-401-00000-536010	5/2/2025	45.95
4,901 DAVID LONG	AMBULANCE OVERPAYMENT D LONG	401-20-401-00000-539025	5/2/2025	225.00
4,891 Bound Tree Medical	EMS SUPPLIES	401-20-401-00000-543000	5/2/2025	173.01
4,962 TRENDY TEES & MORE	HEAT PRESS EMS LOGO ON SHIRTS- STEPHANIE	401-20-401-00000-544000	5/2/2025	30.00
4,965 WALMART COMMUNITY/ C	WAL-MART OPERATING ACCOUNT	401-20-401-00000-545000	5/2/2025	11.88
		TOTAL		2,686.21
4,959 THIRD MILLENNIUM ASS	UTILITY BILL RENDERING	713-04-713-00000-539000	5/2/2025	331.78
4,970 ALLIED WASTE TRANSP	RESIDENTIAL TRASH SERVICE 04/01/25-04/30/25	713-04-713-00000-539000	5/2/2025	107,098.42
4,970 ALLIED WASTE TRANSP	ADDITIONAL CONTAINERS 04/01/25-04/30/25	713-04-713-00000-539000	5/2/2025	371.35
4,970 ALLIED WASTE TRANSP	COMMERCIAL TRASH 03/01/25-03/31/25	713-04-713-00000-539000	5/2/2025	67,966.96
		TOTAL		175,768.51
		GRAND TOTAL		660,144.41

Accepted by City Council May 05, 2025

Mayor:

Clerk: