

**AGENDA  
REGULAR SESSION  
HIGHLAND CITY COUNCIL  
HIGHLAND CITY HALL  
1115 BROADWAY  
MONDAY, JANUARY 6, 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 2 of this agenda.

**CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:**

**MINUTES:**

- A. **MOTION** – Approve Minutes of December 16, 2024 Regular Session (attached)

**PUBLIC FORUM:**

- A. Citizens' Requests and Comments:

<p>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.</p>
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- B. Requests of Council:

- C. Staff Reports:

**NEW BUSINESS:**

- A. **MOTION** – Approving Mayor's Appointment of Jeffrey Hebrank to the Library Board of Trustees (attached)
- B. **MOTION** – Bill #25-01/RESOLUTION Supporting Fair Housing (attached)
- C. **MOTION** – Bill #25-02/RESOLUTION Authorizing the City of Highland to Enter a Final Loan Closing Amendment with the Illinois Environmental Protection Agency for the Sanitary Sewer Trunk Main Rehabilitation Project, Also Known As PW-19-19 (attached)
- D. **MOTION** – Bill #25-03/RESOLUTION Approving an Employee Lease Agreement with GovTempsUSA For Finance Department Consultant Services (attached)
- E. **MOTION** – Bill #25-04/RESOLUTION Authorizing the City of Highland to Enter Into a Contract with Governmental Consulting Solutions, Inc. for Consulting on State Grants and Economic Development (attached)
- F. **MOTION** – Bill #25-05/RESOLUTION Waiving Competitive Bidding Requirement and Authorizing Purchase of Meter Communication Modules From Tantalus Systems, Inc. (attached)

**Continued**

- G. **MOTION** – Bill #25-06/ORDINANCE Amending Ordinance 3335, Passed on April 15, 2024, Authorizing and Amending “Business District A” Commercial Building Façade Improvement Program for May 1, 2024 Through April 30, 2025 (attached)

**REPORTS:**

- A. **MOTION** – Accepting Expenditures Reports #1281 for Dec. 14, 2024 through Jan. 3, 2025 (attached)

**EXECUTIVE SESSION:**

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, only after citing the OMA exemption(s) allowing such meeting.

**ADJOURNMENT:**



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimburger, ADA Coordinator, by 9:00 AM on Monday, January 6, 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.

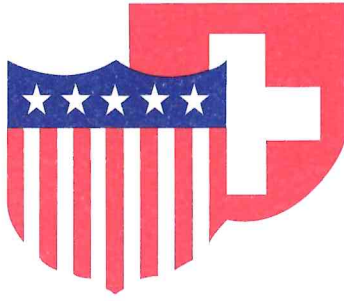
**Conference ID #: 867900**

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](mailto: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](https://www.highlandil.gov/citizen_request_center_app/index.php).

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



# City of Highland

**MEMO TO:** City Council Members

**FROM:** Mayor Kevin B. Hemann

**SUBJECT:** Appointment to Library Board of Trustees

**DATE:** January 3, 2025

A vacancy exists on the Library Board of Trustees due to the resignation of Marshall Rinderer. I have received an application from Jeffrey Hebrank indicating his desire to be appointed to this position. Mr. Hebrank is an active member of the Liquor Control Commission and I believe he would be an asset to the Library Board of Trustees. I am therefore, requesting your approval of my appointment of Mr. Jeffrey Hebrank to serve the remainder of this term, which expires on June 30, 2026.

If you have any questions regarding this appointment, please contact me prior to the council meeting.

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



*Please print or type.*

Name JEFFREY SCOTT HEBRANK  
First Middle Last

Home Address 18 WILLOW CREEK HIGHLAND 62249  
Street City Zip

Date of birth: 2/6/57 Do you reside within the City limits? ☒ Yes ☐ No How long? 67 yrs

Home Telephone 618-304-7151 Daytime Telephone 618-304-7151

Occupation RETIRED Place of Employment N/A

E-Mail Address(es) jshembrank@gmail.com

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

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

What experience do you possess that you believe qualifies you to serve? \_\_\_\_\_

ENGLISH MAJOR AND LAW DEGREE

Please list your interests/hobbies: TRAVELING, GOLF AND  
GRANDKIDS

*You may attach additional information to support this application.*

References: GARY BARBETZI HIGHLAND  
Name Address Phone

BOB NABEL HIGHLAND  
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 Jeffrey S. Hebrank Date 12/11/24

**Return completed applications to:**

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

Or you may scan and email to: [lhediger@highlandil.gov](mailto:lhediger@highlandil.gov)

**RESOLUTION NO. \_\_\_\_\_**

**SUPPORTING FAIR HOUSING**

**WHEREAS**, the City of Highland, in Madison County, Illinois, finds that the economic stability of the City directly depends upon stable, integrated, and balanced patterns; and

**WHEREAS**, it further finds that stable and integrated and balanced living patterns are threatened by discriminatory acts and unlawful housing practices; and

**WHEREAS**, it further finds that discriminatory acts and unlawful housing practices contribute to the formation and preservation of segregated neighborhoods, thereby affecting the quality of daily life of the citizens of the city; and

**WHEREAS**, it further finds that discriminatory acts and unlawful housing practices interfere with the achievement of stable, integrated and balanced living patterns, thereby depriving the citizens of the benefits of interracial, interreligious and intercultural association.

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

1. That the findings hereinabove stated are hereby incorporated by reference and made a part of this Resolution.
2. The discriminatory and unlawful housing practices as defined by the Department of Housing and Urban Development pursuant to the Community Block Grant Regulations, are hereby specifically against the policy and practices of the City of Highland to participate in or allow the expenditure of government funds for housing projects which are not consistent with HUD rules and regulations.

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:

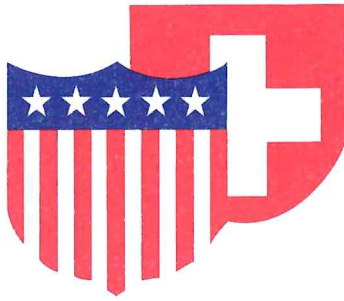
NOES:

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

**MEMO TO:** Christopher Conrad, City Manager

**FROM:** Joe Gillespie, Director of Public Works

**DATE:** December 19, 2024

**SUBJECT:** Sanitary Sewer Trunk Main Rehabilitation, PW-19-19  
Recommendation for Approval IEPA Final Loan Closing Amendment

## RECOMMENDATION

I recommend that you request the City Council to approve a loan amendment with the Illinois Environmental Protection Agency for \$2,039,660.50.

## DISCUSSION

We had initially requested a loan amount of \$2,246,107.93. After concluding the project, the cost is reduced by \$206,447.43. The final loan closing is now \$2,039,660.05. You can see the terms of the loan in the attached document. The loan is for 20 years with an annual fixed rate of 0.83%.

## FISCAL IMPACT

We have accounted for loan payments in our sewer fund budget.

## CONCURRENCE

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

Approved by: \_\_\_\_\_  
Christopher Conrad, City Manager

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY OF HIGHLAND TO ENTER A FINAL  
LOAN CLOSING AMENDMENT WITH THE ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY FOR THE SANITARY SEWER TRUNK MAIN  
REHABILITATION PROJECT, ALSO KNOWN AS PW-19-19**

**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 Sanitary Sewer Trunk Main Rehabilitation project (“Project”) was recently completed; and

**WHEREAS**, City has determined the original loan for the Project was \$2,246,107.93 over 20 years; and

**WHEREAS**, City has determined, based on final project costs, the total amount borrowed by City for the Project will be reduced by \$206,447.43, resulting in the final loan amount of \$2,039,660.05; and

**WHEREAS**, City has determined the Illinois Environmental Protection Agency (“IEPA”) requires execution of the “Final Loan Closing Amendment” to reduce the loan for the Project; and

**WHEREAS**, City has determined approving execution of the Final Loan Closing Amendment is in the best interests of the public health, safety, general welfare, and economic welfare of the City; and

**WHEREAS**, the City Council finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to enter the Final Loan Closing Amendment for the Project.

**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.* Execution of the Final Loan Closing Amendment for the Project is approved.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JAMES JENNINGS, ACTING DIRECTOR

DEC 11 2024

CERTIFIED MAIL

9589 0710 5270 1326 4900 39

The Honorable Kevin Hemann  
Mayor, City of Highland  
P.O. Box 218  
1115 Broadway  
Highland, IL 62249-1902

**ORIGINAL**

Re: City of Highland  
Final Loan Closing Amendment for L175740

Dear Mayor Hemann:

We have concluded that all conditions relative to the project work of the subject wastewater loan have been satisfied. We are reducing your loan by \$206,447.43 based on final reported costs.

Any conditions in the original Loan Agreement which have been revised are reflected in the Final Loan Closing Amendment enclosed in triplicate. After you have reviewed the Final Loan Closing Amendment, please have it signed and dated no later than February 10, 2025. One copy is for your records, but the original and one copy should be returned to the Infrastructure Financial Assistance Section, Bureau of Water, P.O. Box 19276, Springfield, Illinois 62794-9276 **as soon as it is signed.**

**It is critical that the signed Loan Amendment be returned to IEPA within 7 days from your signature date on the document.**

Attachment A reflects all disbursements made and the applicable construction period interest for each disbursement. A summary of the total financed amount of \$1,706,143.48 has been included in the financial summary on page 2 of the amendment. Attachment B is your final loan repayment schedule which reflects any repayments made to date and all repayments yet to be made.

**All repayments should be made by electronic means. Beginning January 11, 2021, an automated payment portal for loan repayments has been established on the web site for Amalgamated Bank of Chicago. <http://www.aboc.com> There are no costs to you for this service. You will need to create a unique ID and password, and set up ACH payments for your loans. Please review the enclosed flyer for additional information and assistance.**

Please review your dedicated source of revenue on a regular basis to insure it is adequate to meet the repayments. If you have any questions regarding this project, please contact Steven Bock, Infrastructure Financial Assistance Section, at (217)782-2027.

Sincerely,

Gary Bingenheimer, P.E.  
Manager  
Infrastructure Financial Assistance Section  
Bureau of Water

**FINAL LOAN CLOSING AMENDMENT****WASTEWATER PROJECT: L175740****LENDER:**

Illinois Environmental Protection Agency  
Bureau of Water  
Infrastructure Financial Assistance Section  
P.O. Box 19276  
1021 North Grand Avenue, East  
Springfield, IL 62794-9276

**RECIPIENT:**

City of Highland  
P.O. Box 218 1115 Broadway  
Highland, IL 62249-1902

FEIN: 376001429

**ORIGINAL****TERMS OF THE LOAN**

Previous Loan Amount:	\$2,246,107.93	Construction start:	04/27/2022
This Action:	(\$206,447.43)	Construction complete:	11/22/2022
Loan amount:	\$2,039,660.50	Initiation of operation:	11/22/2022
Annual fixed loan rate:	0.8300%	Initiation of repayment period:	01/26/2023
Term:	20 years	First repayment due:	05/22/2023
Repayments:	Semi-Annual	Final repayment due:	11/22/2042

**LOAN OFFER AND ACCEPTANCE*****Offer by the State of Illinois Environmental Protection Agency***

Except as provided herein, and in the accompanying Letter of Transmittal, all terms and conditions of the Loan Agreement, including prior amendments, remain unchanged and in full force and effect.

Agency Signature

Acting Director  
by Chief Financial Officer  
Title

James Jennings  
by Jacob Poeschel  
Name

Date

12/11/24

**This offer must be accepted on or before 02/10/2025.*****Acceptance on behalf of the Borrower***

Authorized Representative (Signature)

Date

Name and Title of Authorized Representative (Type or Print)

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**PROJECT DESCRIPTION**

The project consists of the cured-in-place pipe lining of approximately 18,622 l.f. of sewers ranging in size from 8-inches to 18-inches in diameter. Selected manholes will undergo rehabilitation, and some key manholes will have SCADA monitoring equipment installed. This will also include all electrical, restoration, and necessary appurtenances required to make the project complete and operational. No construction permits are required for this project.

	TOTAL	ELIGIBLE
Design Engineering - Crawford, Murphy & Tilly, Inc.(St. Louis)	\$28,000.00	\$28,000.00
Construction Engineering - Crawford, Murphy & Tilly, Inc.(St. Louis)	\$25,000.00	\$25,000.00
Construction - Insituform Technologies USA, LLC	\$1,986,660.50	\$1,986,660.50
TOTAL	\$2,039,660.50	\$2,039,660.50

The loan amount is \$2,039,660.50.

**FUNDING SOURCES**

None

**FINANCIAL SUMMARY**

Total Disbursements	\$2,039,660.50
Construction Period Interest Financed	\$3,399.17
Less Principal Forgiveness	\$336,916.19
Total Amount Financed	\$1,706,143.48

**SPECIAL CONDITIONS**

None

**STANDARD CONDITIONS**

Please see Attachment A.

## Attachment A

Loan Recipient: City of Highland  
L175740

### *Loan Agreement – Standard Conditions* Illinois EPA Water Pollution Control Loan Program

#### 1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the loan recipient and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

#### 2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

#### 3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

#### 4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, Principal Payments and Principal Forgiveness.

a) In accordance with Ill. Adm. Code 365.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below,

less the amount of principal forgiveness as may be defined in the special condition(s) of this loan agreement. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

## 5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

## 6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

## 7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Clean Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Water Pollution Control Regulations of Illinois (Title 35: Subtitle C: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

## 8. CONSTRUCTION COMPLETION- FINAL INSPECTION

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency's IFAS Post Construction Unit. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.

## 9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 365.460.

## 10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

## 11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 365.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

## 12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Clean Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.458), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Clean Water and Drinking Water State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

## 13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, state and local law.
- b) All provisions of 35 Ill. Adm. Code 365 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 365 with respect to access to facilities, records and audit of records.

## 14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 365.350(a)(10)(C).

## 15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

## 16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

## 17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

## 18. BUILD AMERICA BUY AMERICA

The loan recipient will be required to comply with the requirements of the Build America Buy America Act (BABA Act) in Public Law 117-58, Sections 70901 through 70952 (41 U.S.C. 8301 note), as applicable.

## 19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

## 20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
- f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
- g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.
- h) Archaeological and Historic Preservation Act, Pub. L. 113-287 and 54 U.S.C. 312501-312508
- i) Native American Graves Protection and Repatriation Act (NAGPRA), Pub. L. 101-601 and 25 U.S.C. 3001-3013

## 21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

## 22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This requirement is only applicable if fiscal sustainability plan requirements were a condition of the original loan agreement. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

- a. The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.
- b. The loan recipient shall meet a BIL (Bipartisan Infrastructure Law) signage requirement by posting a sign at the project site for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

24. ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq)

For loans with an estimated total project cost of \$500,000 or more, the loan recipient will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification whichever is less. Loan recipients will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20 (b). The loan recipient must ensure compliance for the life of the entire project, including the term of the loan and after the term ends, if applicable, and will be required to report on and certify its compliance.

- a. The loan recipient will shall submit to IEPA an IL Works Apprenticeship Initiative Budget Supplement form within 90 days of executing the loan agreement. The form is available at:  
<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.
- b. Compliance includes submitting quarterly reporting of apprenticeship goals until the project is complete even if the project extends beyond the original term of the loan agreement. Quarterly reports must be submitted to the Agency within 20 days after a quarter ends. Quarterly reports shall be submitted using the reporting form available at the website listed in 24a. (above).
- c. All State contracts and grant agreements funding State contracts shall include a requirement that the contractor and subcontractor shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.

## Attachment A

## Illinois CWSRF - SRF Finance Charge Computation from Loan Origination

Highland

Loan No. L175740 - based on Actual Disbursements

Trunk Sewer Rehab

Principal Beginning Balance	Transfer to Principal	Forgiven Principal	Invoice Date	Warrant Issued	Interest Beginning	Interest Ending	Days in Period	Disbursements	Construction Interest	Repayment Interest*	Principal Amount	Principal Ending Balance
0.00	0.00	336,916.19	9/16/2022	10/5/2022	10/5/2022	1/26/2023	112	336,916.19	0.00	0.00	0.00	0.00
0.00	0.00	0.00	9/16/2022	10/5/2022	10/5/2022	1/26/2023	112	654,109.81	1,665.92	0.00	0.00	654,109.81
654,109.81	0.00	0.00	9/29/2022	10/13/2022	10/14/2022	1/26/2023	104	732,898.00	1,733.25	0.00	0.00	1,387,007.81
1,387,007.81	0.00	0.00	1/12/2023	1/25/2023	1/25/2023	1/26/2023	0	315,736.50	0.00	0.00	0.00	1,702,744.31
<b>Total for Period Ending 1/26/2023:</b>								<b>2,039,660.50</b>	<b>3,399.17</b>	<b>0.00</b>	<b>0.00</b>	
1,702,744.31	3,399.17	0.00			1/25/2023	5/22/2023	116	0.00	0.00	4,562.99	41,816.99	1,664,326.49
<b>Total for Period Ending 5/22/2023:</b>								<b>0.00</b>	<b>0.00</b>	<b>4,562.99</b>	<b>41,816.99</b>	
1,664,326.49	0.00	0.00			5/22/2023	11/22/2023	180	0.00	0.00	6,906.95	39,402.98	1,624,923.51
<b>Total for Period Ending 11/22/2023:</b>								<b>0.00</b>	<b>0.00</b>	<b>6,906.95</b>	<b>39,402.98</b>	
<b>Project Totals:</b>	<b>3,399.17</b>	<b>336,916.19</b>						<b>2,039,660.50</b>	<b>3,399.17</b>	<b>11,469.94</b>	<b>81,219.97</b>	

**Attachment B**  
**State of Illinois - Environmental Protection Agency**  
**Clean Water SRF Loan Schedule**

**Borrower:** Highland  
**Project Number:** L175740  
**BOW ID:** W1190550008

**Print Date:** 12/10/2024  
**Total Disbursed:** 2,039,661  
**Interest Rate:** 0.8300%  
**Term:** 20 Years

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Interest Payment	Interest Rate %	Total Payment	Ending Balance
1	5/22/2023	4/26/2023	1,706,143.48	41,816.99	4,562.99	0.8300	46,379.98	1,664,326.49
2	11/22/2023	10/13/2023	1,664,326.49	39,402.98	6,906.95	0.8300	46,309.93	1,624,923.51
3	5/22/2024	5/2/2024	1,624,923.51	39,566.50	6,743.43	0.8300	46,309.93	1,585,357.01
4	11/22/2024	11/8/2024	1,585,357.01	39,730.70	6,579.23	0.8300	46,309.93	1,545,626.31
5	5/22/2025		1,545,626.31	39,895.58	6,414.35	0.8300	46,309.93	1,505,730.73
6	11/22/2025		1,505,730.73	40,061.15	6,248.78	0.8300	46,309.93	1,465,669.58
7	5/22/2026		1,465,669.58	40,227.40	6,082.53	0.8300	46,309.93	1,425,442.18
8	11/22/2026		1,425,442.18	40,394.34	5,915.59	0.8300	46,309.93	1,385,047.84
9	5/22/2027		1,385,047.84	40,561.98	5,747.95	0.8300	46,309.93	1,344,485.86
10	11/22/2027		1,344,485.86	40,730.31	5,579.62	0.8300	46,309.93	1,303,755.55
11	5/22/2028		1,303,755.55	40,899.34	5,410.59	0.8300	46,309.93	1,262,856.21
12	11/22/2028		1,262,856.21	41,069.08	5,240.85	0.8300	46,309.93	1,221,787.13
13	5/22/2029		1,221,787.13	41,239.51	5,070.42	0.8300	46,309.93	1,180,547.62
14	11/22/2029		1,180,547.62	41,410.66	4,899.27	0.8300	46,309.93	1,139,136.96
15	5/22/2030		1,139,136.96	41,582.51	4,727.42	0.8300	46,309.93	1,097,554.45
16	11/22/2030		1,097,554.45	41,755.08	4,554.85	0.8300	46,309.93	1,055,799.37
17	5/22/2031		1,055,799.37	41,928.36	4,381.57	0.8300	46,309.93	1,013,871.01
18	11/22/2031		1,013,871.01	42,102.37	4,207.56	0.8300	46,309.93	971,768.64
19	5/22/2032		971,768.64	42,277.09	4,032.84	0.8300	46,309.93	929,491.55
20	11/22/2032		929,491.55	42,452.54	3,857.39	0.8300	46,309.93	887,039.01
21	5/22/2033		887,039.01	42,628.72	3,681.21	0.8300	46,309.93	844,410.29
22	11/22/2033		844,410.29	42,805.63	3,504.30	0.8300	46,309.93	801,604.66
23	5/22/2034		801,604.66	42,983.27	3,326.66	0.8300	46,309.93	758,621.39
24	11/22/2034		758,621.39	43,161.65	3,148.28	0.8300	46,309.93	715,459.74
25	5/22/2035		715,459.74	43,340.77	2,969.16	0.8300	46,309.93	672,118.97
26	11/22/2035		672,118.97	43,520.64	2,789.29	0.8300	46,309.93	628,598.33
27	5/22/2036		628,598.33	43,701.25	2,608.68	0.8300	46,309.93	584,897.08
28	11/22/2036		584,897.08	43,882.61	2,427.32	0.8300	46,309.93	541,014.47
29	5/22/2037		541,014.47	44,064.72	2,245.21	0.8300	46,309.93	496,949.75
30	11/22/2037		496,949.75	44,247.59	2,062.34	0.8300	46,309.93	452,702.16
31	5/22/2038		452,702.16	44,431.22	1,878.71	0.8300	46,309.93	408,270.94
32	11/22/2038		408,270.94	44,615.61	1,694.32	0.8300	46,309.93	363,655.33
33	5/22/2039		363,655.33	44,800.76	1,509.17	0.8300	46,309.93	318,854.57
34	11/22/2039		318,854.57	44,986.68	1,323.25	0.8300	46,309.93	273,867.89

# State of Illinois - Environmental Protection Agency Clean Water SRF Loan Schedule

**Borrower:** Highland  
**Project Number:** L175740  
**BOW ID:** W1190550008

**Print Date:** 12/10/2024  
**Total Disbursed:** 2,039,661  
**Interest Rate:** 0.8300%  
**Term:** 20 Years

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Interest Payment	Interest Rate %	Total Payment	Ending Balance
35	5/22/2040		273,867.89	45,173.38	1,136.55	0.8300	46,309.93	228,694.51
36	11/22/2040		228,694.51	45,360.85	949.08	0.8300	46,309.93	183,333.66
37	5/22/2041		183,333.66	45,549.10	760.83	0.8300	46,309.93	137,784.56
38	11/22/2041		137,784.56	45,738.12	571.81	0.8300	46,309.93	92,046.44
39	5/22/2042		92,046.44	45,927.94	381.99	0.8300	46,309.93	46,118.50
40	11/22/2042		46,118.50	46,118.50	191.43	0.8300	46,309.93	0.00
				<b>1,706,143.48</b>	<b>146,323.77</b>		<b>1,852,467.25</b>	



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

**To:** Honorable Mayor Hemann and City Council  
**From:** Chris Conrad- City Manager  
**Date:** December 26, 2024  
**Re:** Finance Consultant through Gov Temps USA

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I am submitting for Council approval a contract with GovTemps USA, a division of MGT of America Consulting, LLC, for the services of a finance department temporary worker.

As council is aware, we are in the middle of a major software implementation and as a result we are currently operating our finances and accounting in 2 separate systems. This makes certain tasks in the finance department more difficult and time consuming including preparation and completion of the audit work. We believe that once the new software is fully implemented and all finance work is migrated to the new software, the tasks will become much easier and less time consuming. However, due to the lead time in the implementation, which we believe we are about 50% complete with the estimated 5 year implementation plan, we have a period of time where we have no choice but to work in 2 systems.

In order to maintain operations and hopefully improve the audit and finance processes, we would like to re-engage the services of Christina Smith from GovTemps USA for the upcoming audit cycle. The term of the contract would be from January 6 through April 4<sup>th</sup> with an option to extend to July 4<sup>th</sup>. The hourly rate will be \$130.50/hour. Mrs. Smith's primary role will be to complete the audit and budget books, collect data for and help prepare for the upcoming audit, and assist Director Ohren as needed/directed. We anticipate her workload to vary but be no more than 10 hours a week. Mrs. Smith will be working remotely, but we may ask that she come onsite for meetings with our auditors to prepare for the upcoming audit cycle to help set expectations.



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

We have worked with Mrs. Smith this past year and found her assistance very useful. We do not foresee our needs for her services extending beyond the software implementation, so in this particular circumstance we see the value in this short-term contract employee arrangement versus the long-term commitment of an additional employee.

**Budget impact:** Mrs. Smith's services will be paid for from the General administration budget and at least a portion of the cost should be offset with reduced costs associated with the audit.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AN EMPLOYEE LEASE AGREEMENT WITH  
GovTempsUSA FOR FINANCE DEPARTMENT CONSULTANT SERVICES**

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

**WHEREAS**, City has determined City has a need for temporary services to assist the Finance Department with its transition to the new Tyler software system and with City’s annual audit; and

**WHEREAS**, GovTempsUSA, a division of MGT of America Consulting, LLC (“GovTemps”), has proposed a solution to City’s needs through an employee lease of a retired municipal finance director who has experience in the areas where City staff needs assistance; and

**WHEREAS**, GovTemps has proposed an agreement with City for the lease of an employee to help City with its software transitions and to prepare City for the annual audit (*See* “GovTemps Proposal” attached hereto as **Exhibit A**); and

**WHEREAS**, the GovTemps Proposal includes, in pertinent part:

ASSIGNED EMPLOYEE: Christina Smith

POSITION/ASSIGNMENT: Finance Consultant

POSITION TERM: January 6, 2025 – April 4, 2025. Upon mutual agreement of both parties, the agreement may be extended up to July 4, 2025.

BASE COMPENSATION: \$130.50/hour. Employee work hours will vary but are expected to be in the range of 10-15 hours/week primarily on a remote basis.

(*See* **Exhibit A**); and

**WHEREAS**, City has determined the GovTemps Proposal contains terms and conditions that are fair and reasonable (*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 approve the GovTemps Proposal (*See* **Exhibit A**); and

**WHEREAS**, 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 GovTemps Proposal (**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.* The GovTemps Proposal (*See* **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 GovTemps 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, 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

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **City of Highland** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Assigned Employee.** The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

**Section 2.01. Payment of Wages.** MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and Illinois law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

**Section 2.03. Employee Benefits.** MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to

their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of MGT.** MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or within a reasonable amount of time that it becomes apparent to Client that the illness or injury will impact the Assigned Employee's ability to perform the tasks assigned. Or upon notification from Assigned Employee's representative.

### **SECTION 3 FEES PAYABLE TO MGT**

**Section 3.01. Fees.** The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Payment Method.** Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

### **SECTION 4 INSURANCE**

#### **Section 4.01. General and Professional Liability Insurance.**

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

**Section 4.03. Automobile Liability Insurance.** The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by MGT.** MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is

entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

## **SECTION 8 MISCELLANEOUS PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in

connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

**Section 8.13. Assignment.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

## **SECTION 9 DISPUTE RESOLUTION**

### **SECTION 9.01. Mandatory Mediation/Arbitration.**

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a "Claim"), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.
- (b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held

in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.

- (c) Mandatory Arbitration. Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof (“the Mediation Claim”), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.
- (d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held virtually at a location mutually agreeable to both Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

## SECTION 10 NOTICES

**SECTION 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC  
790 Frontage Road Suite 213  
Northfield, Illinois 60093  
Attn: Michael J. Earl  
224-261-8366  
[mearl@mgt.us](mailto:mearl@mgt.us)

If to Client:

City of Highland  
1115 Broadway  
Highland, Illinois 62249  
Attn: Christopher Conrad  
618-654-9891 - [cconrad@highlandil.gov](mailto:cconrad@highlandil.gov)

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

### MGT IMPACT SOLUTIONS, LLC

By \_\_\_\_\_  
Name: A. Trey Traviesa  
Title: CEO – MGT Impact Solutions, LLC

**EFFECTIVE DATE:** January 6, 2025

### CLIENT

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Assigned Employee and Base Compensation**

**ASSIGNED EMPLOYEE:** Christina Smith

**POSITION/ASSIGNMENT:** Finance Consultant

**POSITION TERM:** January 6, 2025 – April 4, 2025. Upon mutual agreement of both parties, the agreement may be extended up to July 4, 2025. Either party may terminate the agreement at any time by providing two week's advance written notification.

**BASE COMPENSATION:** \$130.50/hour. Employee work hours will vary but are expected to be in the range of 10-15 hours/week primarily on a remote basis. Specific work schedule will be determined between the client and the employee. Employee work hours shall be submitted on a weekly basis before close of business on Monday after the prior work week.

**OTHER -PTO:** State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee has been advised to coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

**OTHER – LODGING AND TRAVEL:** If overnight lodging required, Client will directly arrange or reimburse employee. Client will also directly reimburse employee for any related travel expenses.

*The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.*

**MGT IMPACT SOLUTIONS, LLC**

**CLIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.*

**EXHIBIT B**  
**Summary of Benefits**

DOES NOT APPLY



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

**To:** Honorable Mayor Hemann and City Council

**From:** Chris Conrad- City Manager

**Date:** December 26, 2024

**Re:** Consultant for Economic Development, Grant and Lobbying Services with Governmental Consulting Services.

---

I am submitting for Council approval a contract with Governmental Consulting Services (GCS) for the purpose of consulting and assistance on matters related to economic development, state grant opportunities and lobbying services.

Last year we engaged the services of GCS for assistance with a specific project. Staff was very satisfied with the results of their work and the cost/benefit we have seen as a result of their work and the analysis provided. We have identified several projects we would like their assistance with in the upcoming calendar and budget year.

The contract is for 12 months for the calendar year 2025, and the cost is \$4,000.00/per month. The cost will be split between the departments utilizing their services which will not put any undue burden on any single department budget, and on an annual basis is less than the cost of a full-time grant writer, if one could even be found.

**Budget impact:** The cost of the consultant will be split between the departments who are utilizing their services. As such, there is no undue budget impact to any one department budget. The cost/benefit of their services will be evaluated throughout the year to determine if staff continue to see a benefit in a long term arrangement with their firm.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY OF HIGHLAND  
TO ENTER INTO A CONTRACT WITH  
GOVERNMENTAL CONSULTING SOLUTIONS, INC.  
FOR CONSULTING ON STATE GRANTS AND ECONOMIC DEVELOPMENT**

**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 that Governmental Consulting Solutions, Inc. (“GCS”) has previously provided consulting services to City, and City has been pleased with their performance; and

**WHEREAS**, City desires to continue to work with GCS in 2025 for consulting on State grants and economic development, and any other consulting services requested, and GCS has provided a contract for City’s approval (*See Exhibit A*; hereinafter “Agreement”); and

**WHEREAS**, the proposed Agreement will provide consulting on State grants and economic development, and any other consulting services requested (“Services”), for \$4,000.00 per month (*See Exhibit A*); and

**WHEREAS**, City has determined the terms of the Agreement for Services are fair and reasonable, and City has determined the Agreement for Services should be approved; 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 enter the Agreement (*see Exhibit A*).

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

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

*Section 2.* The City Manager and/or Mayor is authorized and directed to execute whatever documents are necessary to enter the Agreement with GCS for Services. (*see Exhibit A*).

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

Passed by the City Council of the City of Highland, Illinois, approved by the Mayor, and deposited and filed in the Office of the City Clerk, on the \_\_\_\_\_ day of \_\_\_\_\_, 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

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of **January 1, 2025** by and between **City of Highland** (hereinafter called "Client") with its offices at **1115 Broadway, PO Box 218, Highland, IL 62249** and Governmental Consulting Solutions (hereinafter called "GCS") with its offices located at 420 West Capitol Avenue, Suite 1, Springfield, Illinois 62704.

### WITNESSETH:

WHEREAS, Client wishes to retain GCS to furnish certain consulting services (hereinafter more particularly described), which GCS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, GCS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

#### 1. Term

- (a) This agreement shall be effective as of **January 1, 2025** and continue in full force and effect through **December 31, 2025**. Subject to (30) days written notice, agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of GCS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

#### 2. Consulting Services

- (a) Client hereby retains GCS and GCS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
  - (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of

- Illinois, pertaining to the business, products, reputation or interests of Client or its subsidiaries
- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
  - (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
  - (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

(b) GCS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

### 3. Compensation

- (a) In consideration of GCS's rendering of Services, Client shall pay GCS monthly payments of **\$4,000** to begin from the acceptance date of this agreement by both the Client and GCS. Electronic invoices will be emailed the first of each month to **cconrad@highlandil.gov**.
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If GCS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse GCS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

### 4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of GCS, GCS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. GCS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to GCS if, in Client's sole judgment and upon reasonable basis and belief, GCS's representation of its other clients conflicts with the best interests of Client.

## 5. Authorized Representative

For the purpose of this agreement, Client's authorized representative shall be as follows: **City Manager Chris Conrad**. Client may designate from time to time additional or substitute authorized representatives by written notice to GCS. GCS's primary contact will be **Jim Riemer Jr.** GCS may designate such other additional or substitute authorized representatives who are acceptable to Client. Client agrees that such acceptance shall not be unreasonably withheld.

## 6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at GCS will annually register and list Client, as one who employs us to perform lobbying services on clients behalf for the contract term.

- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above.

***Note: In the case of the City of Highland, Illinois Secretary of State Lobbyist Division has you on record as an exempt entity and filing of annual registration and reporting of expenditures is not required.***

- (c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at:

<http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx> .

## 7. Indemnification

- (a) GCS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of GCS or any breach by GCS of any of the terms and provisions of this Agreement.

- (b) Client will assume full responsibility for and shall indemnify and hold harmless GCS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

GCS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by GCS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, GCS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

GCS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Governmental Consulting Solutions, Inc.  
420 West Capitol, Suite 1 Springfield, IL 62704  
Phone: 217.528.9120  
Fax: 217.544.4026  
EIN # 33-1015844

Client: City of Highland  
City Manager Chris Conrad  
1115 Broadway, PO Box 218  
Highland, IL 62249  
Phone: 618-654-9891

11. Miscellaneous


- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be

deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

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

*Governmental Consulting  
Solutions*

By   
*Jim Riemer*

City of Highland

By \_\_\_\_\_  
*City Manager Chris Conrad*



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Governmental Consulting Solutions, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>420 West Capitol Avenue, Suite 1</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Springfield, IL 62704</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-				-		
or									
Employer identification number									
3	3	-	1	0	1	5	8	4	4

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>1-1-2024</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# City of Highland

## Department of Light and Power

**Memo to:** Chris Conrad, City Manager  
**From:** Dan Cook, Director of Light & Power  
**Date:** December 26, 2024  
**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 \$19,023.00 for 250 model #TC-1220-RD meter communication modules 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. They have kindly extended a special 30% off, one-time offer for the purchase of modules as long as the purchase order is issued prior to January 31, 2025. As we have expended our meter budget for this year, I am asking council to approve the purchase at this time and I will delay receipt and payment for the product until next fiscal year.

### FISCAL IMPACT

As explained above this purchase will be received and funded next 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. \_\_\_\_\_**

**RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND  
AUTHORIZING PURCHASE OF METER COMMUNICATION MODULES 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 250 model #TC-1220\_RD meter communication modules; and

**WHEREAS**, City has determined the 250 model #TC-1220\_RD meter communication modules should be purchased from Tantalus Systems, Inc. (“Tantalus”) in the amount of \$19,023.00 (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 250 model #TC-1220\_RD meter communication modules; and

**WHEREAS**, the Director of Light & Power has informed the City Council the model #TC-1220\_RD meter communication modules, 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, 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 250 model #TC-1220\_RD meter communication modules with associated licenses, sold by Tantalus, will be funded from money not yet budgeted in fiscal year 2025-2026, under GL#101-104-5-530-60; and

**WHEREAS**, the City Council finds that the Quotation (**Exhibit A**) for the purchase of 250 model #TC-1220\_RD meter communication modules, sold by Tantalus, for the amount of \$19,023.00 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 250 model #TC-1220\_RD meter communication modules, 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 250 model #TC-1220\_RD meter communication modules, sold by Tantalus, for the amount of \$19,023.00, 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:

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

ATTEST:

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

December 26, 2024

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 <i>30% Discount applied</i>	\$63.41	300	\$19,023.00
			<b>Total:</b>	<b>\$19,023.00</b>

## 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  
(08012024)**

**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. In addition, Tantalus shall bear the costs and charges to ensure that all Network Equipment purchased by Customer is cleared for importation into the United States, if applicable, and delivered to the Shipping Point. 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 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 Consumers, 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 31<sup>st</sup> 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; (vii) 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](mailto: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 inures 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: \_\_\_\_\_

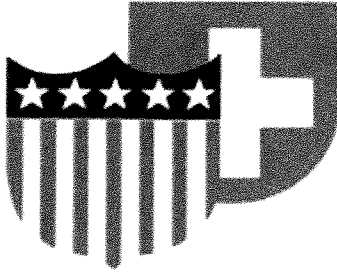
Customer Address for Notices:

\_\_\_\_\_  
**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

**To:** Mayor and Council Members  
**From:** Mallord Hubbard, Director of Economic Development  
**Date:** December 19, 2024  
**Subject:** Amending Façade Improvement Program for FY 24-25

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## RECOMMENDATION


I am recommending the Council approve an Ordinance amending the funding allocation for the Façade Improvement Program for FY25 from \$50,000 to \$75,000.

## DISCUSSION

The Façade Improvement Program is designed to incentivize commercial building owners to make exterior repairs and improvements to enhance their buildings. Staff believes this program encourages additional investments in our Business District and results in an increase in property values.

## FISCAL IMPACT

An additional \$25,000 will be allocated from Business District A for this item, increasing funding for FY 24-25 from \$50,000 to \$75,000.

Recommended by:   
Mallord Hubbard, Director of Economic Development

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE 3335 OF THE CITY OF HIGHLAND, ILLINOIS, PASSED ON APRIL 15, 2024, AUTHORIZING AND AMENDING “BUSINESS DISTRICT A” COMMERCIAL BUILDING FAÇADE IMPROVEMENT PROGRAM FOR MAY 1, 2024 THROUGH APRIL 30, 2025**

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

**WHEREAS**, on the 15th day of April, 2024 the City Council of the City of Highland Madison County, Illinois adopted an ordinance entitled:

"AN ORDINANCE AUTHORIZING AND AMENDING “BUSINESS DISTRICT A” COMMERCIAL BUILDING FAÇADE IMPROVEMENT PROGRAM FROM MAY 1, 2024 THROUGH APRIL 30, 2025."

**WHEREAS**, Ordinance 3335 provided that City shall not award incentives under the Façade Improvement Program during the 2024-2025 Fiscal Year in an amount not to exceed \$50,000;

**WHEREAS**, City desires to increase the total amount of incentives under the Façade Improvement Program during the 2024-2025 Fiscal Year in an amount not to exceed \$75,000;

**WHEREAS**, City is authorized to amend business district plans pursuant to 65 ILCS 5/11-74.3-2(f).

**WHEREAS**, City has determined that it is in the best interest of public health, safety, general welfare, and economic welfare to increase the total amount of incentives under the Façade Improvement Program during the 2024-2025 Fiscal Year in an amount not to exceed \$75,000;

**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 total amount of incentives under the Façade Improvement Program during the 2024-2025 Fiscal Year is increased in an amount not to exceed \$75,000.

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

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

AYES:

NOES:

APPROVED:

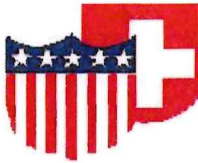
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Kevin B. Hemann  
Mayor  
City of Highland  
Madison County, Illinois

ATTEST:

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Barbara Bellm  
City Clerk  
City of Highland  
Madison County, Illinois



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 Electric Fund				
Department: 000 Balance Sheet Accounts				
15102	MATT BRUENING	Refund Check 024176-000	12/27/2024	26.99
15103	JESSICA CHENOWETH	Refund Check 024110-000	12/27/2024	1.04
Total for Department: 000 Balance Sheet Accounts				28.03
Total for Fund:101 Electric Fund				28.03
Fund: 201 Water Fund				
Department: 000 Balance Sheet Accounts				
15102	MATT BRUENING	Refund Check 024176-000	12/27/2024	8.11
Total for Department: 000 Balance Sheet Accounts				8.11
Total for Fund:201 Water Fund				8.11
Fund: 301 Sewer Fund				
Department: 000 Balance Sheet Accounts				
15102	MATT BRUENING	Refund Check 024176-000	12/27/2024	8.11
Total for Department: 000 Balance Sheet Accounts				8.11
Total for Fund:301 Sewer Fund				8.11
Fund: 713 Solid Waste Fund				
Department: 000 Balance Sheet Accounts				
15102	MATT BRUENING	Refund Check 024176-000	12/27/2024	23.63
15103	JESSICA CHENOWETH	Refund Check 024110-000	12/27/2024	0.65
Total for Department: 000 Balance Sheet Accounts				24.28
Total for Fund:713 Solid Waste Fund				24.28
<b>Grand Total</b>				<b>68.53</b>

Accepted by City Council January 06, 2025

Mayor: \_\_\_\_\_ Clerk: \_\_\_\_\_

EXPENDITURE LISTING #1281  
FROM 12/14/2024 TO 01/03/2025

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



CHECK NO	VENDOR NAME	INVOICE DESCRIPTION	DEPARTMENT	CHECK/PAYMENT DATE	GROSS AMOUNT
3,742	AMAZON CAPITAL SERVI	2 QTY ADDING MACHINE CALCULATOR ROLL	001-00-000-00000-115700	12/27/2024	31.98
				TOTAL	31.98
3,770	DLT Solutions LLC	MAINTENANCE RENEWAL	001-00-018-00000-539000-	12/27/2024	5,504.59
3,835	VANTAGE POINT SOLUTI	CONFIGURING LAN ACCESS THROUGH FIREWALL	001-00-018-00000-539000-	12/27/2024	2,590.00
3,847	CDW G Inc	3 QTY DELL 5550 U7-165U 512/32 W11P	001-00-018-00000-547000-	12/27/2024	5,421.30
3,847	CDW G Inc	4 QTY DELL 7020 I7-14700 512/32 W11P	001-00-018-00000-547000-	12/27/2024	5,503.20
				TOTAL	19,019.09
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-10-011-00000-531000	12/27/2024	390.99
3,833	U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	001-10-011-00000-532000	12/27/2024	1,860.91
3,849	City Utilities	UTILITIES- 1115 BROADWAY	001-10-011-00000-533000	12/27/2024	527.93
3,768	DE LAGE LANDEN FINAN	COPIER USAGE/LEASE	001-10-011-00000-534000	12/27/2024	285.34
3,838	Watts Copy Systems	COPIER USAGE/LEASE	001-10-011-00000-534000	12/27/2024	40.90
3,842	Zobrist Electric Inc	MATERIAL & LABOR INSTALL 2 RECEPTACLES XMAS LIGHTS	001-10-011-00000-538000	12/27/2024	420.00
3,747	AMAZON CAPITAL Solutio	MONTHLY COMMERCIAL PEST CONTROL	001-10-011-00000-539000	12/27/2024	20.00
3,747	BARNETT PEST Solutio	MONTHLY COMMERCIAL PEST CONTROL	001-10-011-00000-539000	12/27/2024	140.00
3,791	IIMC	MEMBERSHIP APPLICATION - IIMC- C FLAKE	001-10-011-00000-539000	12/27/2024	135.00
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS CITY	001-10-011-00000-539000	12/27/2024	257.20
3,803	Mastercard	NOVEMBER MASTERCARD TRANSACTIONS COMM	001-10-011-00000-539000	12/27/2024	219.90
3,827	THE GREENHOUSE OF HI	FRESH ARRANGEMENT-THE FAMILY OF FAE ZELLER	001-10-011-00000-539000	12/27/2024	100.00
3,829	THE MUNICIPAL CLERKS	MCI WINTER SEMINAR REGIS 01/23/24-01/24/25 C FLAKE	001-10-011-00000-539000	12/27/2024	75.00
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	001-10-011-00000-539050	12/27/2024	4.05
3,742	AMAZON CAPITAL SERVI	2 QTY LABELS FOR BROTHER MACHINE	001-10-011-00000-543000	12/27/2024	32.57
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS CITY	001-10-011-00000-543000	12/27/2024	1,515.62
3,803	Mastercard	ETSY.COM CHRISTMAS LIGHTS CITY HALL	001-10-011-00000-543000	12/27/2024	194.80
3,803	Mastercard	NOVEMBER MASTERCARD TRANSACTIONS COMM	001-10-011-00000-543000	12/27/2024	13.71
3,823	SOLV BUSINESS SOLUTI	2 QTY ENV, 16 QTY W-2 FORMS, 3 QTY W3 FORMS	001-10-011-00000-543000	12/27/2024	249.86
3,757	CINDY EMIG	REIM SHOE CARNIVAL- TENNIS SHOES- C EMIG	001-10-011-00000-544000	12/27/2024	91.46
3,761	COMPUSTITCH SCREEN P	1 QTY COAT CITY LOGO - K REECE	001-10-011-00000-544000	12/27/2024	9.00
3,761	COMPUSTITCH SCREEN P	2 QTY CITY HALL LOGO - C EMIG	001-10-011-00000-544000	12/27/2024	18.00
				TOTAL	6,602.24
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS PD	001-20-012-00000-524000	12/27/2024	430.00
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-012-00000-531000	12/27/2024	699.76
3,833	U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	001-20-012-00000-532000	12/27/2024	123.30
3,743	Ameren Illinois	GAS SERVICE	001-20-012-00000-533000	12/27/2024	274.95
3,849	City Utilities	UTILITIES- COMMUNICATION TOWER	001-20-012-00000-533000	12/27/2024	122.08
3,849	City Utilities	UTILITIES- RADIO SHED	001-20-012-00000-533000	12/27/2024	35.94
3,849	City Utilities	UTILITIES- PUBLIC SAFETY BUILDING	001-20-012-00000-533000	12/27/2024	886.46
3,740	Albers Fire Prot. Eq	7 QTY INSPECTED & TAGGED PORTABLE EXTINGUISHER	001-20-012-00000-539000	12/27/2024	132.00
3,745	APEX PHYSICAL THERAP	ENNA TURAN	001-20-012-00000-539000	12/27/2024	172.00
3,785	HAWTHORNE ANIMAL	HONDO-CLEVOR 9MG,INJ APOMORPHINE, CERENIA, EXAM	001-20-012-00000-539000	12/27/2024	142.15
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS PD	001-20-012-00000-539000	12/27/2024	409.65
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS PD	001-20-012-00000-539000	12/27/2024	197.82
3,824	Splish Splash Auto B	POLICE DEPT AND ELEC DEPT CAR WASHES	001-20-012-00000-539000	12/27/2024	58.00
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	001-20-012-00000-539050	12/27/2024	4.76
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-012-00000-539050	12/27/2024	324.53
3,742	AMAZON CAPITAL SERVI	5 QTY 2025 MONTHLY DESK CALENDAR	001-20-012-00000-541000	12/27/2024	54.50
3,800	Leon Uniform Company	6 QTY HILITE THOR CARRIER	001-20-012-00000-544000	12/27/2024	765.00
3,742	AMAZON CAPITAL SERVI	1 QTY NUTRICOST DEXTROSE POWDER, OPTI GOLD POWDER	001-20-012-00000-544001-	12/27/2024	62.69
3,742	AMAZON CAPITAL SERVI	1 QTY BROOKS MENS SHOES	001-20-012-00000-544001-	12/27/2024	139.95
3,800	Leon Uniform Company	1 QTY NAME PLATE, ID PANIEL	001-20-012-00000-544001-	12/27/2024	22.50
3,742	AMAZON CAPITAL SERVI	1 QTY R111FAA COMPLAINT REMOTE ID MODULE FOR DRONE	001-20-012-00000-546000	12/27/2024	39.99
3,778	EZ FLEX LLC	EZ FLEX SPORT MATS	001-20-012-00000-547000	12/27/2024	4,050.03
3,853	RCN COMMUNICATIONS	ROUTERS AND ANTENNAS	001-20-012-00000-547000	12/27/2024	15,383.61
				TOTAL	24,531.67
3,808	Moran Economic Devel	P&Z REVIEW PLAT OF ANNEXATION	001-20-013-00000-523000	12/27/2024	2,427.78
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS B&Z	001-20-013-00000-524000	12/27/2024	152.36
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-013-00000-531000	12/27/2024	51.86
3,833	U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	001-20-013-00000-532000	12/27/2024	101.35
3,849	City Utilities	UTILITIES- PUBLIC SAFETY BUILDING	001-20-013-00000-533000	12/27/2024	173.81
3,759	CITY OF HIGHLAND	MTN/REPAIR 2017 DODGE RAM	001-20-013-00000-536010	12/27/2024	74.97
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS B&Z	001-20-013-00000-539000	12/27/2024	27.98
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	001-20-013-00000-539050	12/27/2024	0.95
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-013-00000-539050	12/27/2024	108.03
3,842	Zobrist Electric Inc	INSPECTIONS	001-20-013-00000-539081	12/27/2024	2,217.10
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS PD	001-20-013-00000-547000	12/27/2024	127.49
				TOTAL	5,463.68
3,803	Mastercard	NOVEMBER MASTERCARD TRANSACTIONS FIRE	001-20-014-00000-524000	12/27/2024	325.00
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-014-00000-531000	12/27/2024	9.51
3,833	U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	001-20-014-00000-532000	12/27/2024	1.38
3,743	Ameren Illinois	GAS SERVICE	001-20-014-00000-533000	12/27/2024	247.15
3,762	Constellation NewEne	GAS SERVICE	001-20-014-00000-533000	12/27/2024	34.53
3,849	City Utilities	UTILITIES- PUBLIC SAFETY BUILDING	001-20-014-00000-533000	12/27/2024	677.88
3,849	City Utilities	UTILITIES- 184 WOODCREST DR	001-20-014-00000-533000	12/27/2024	174.66
3,849	City Utilities	UTILITIES- SHED BOAT DOCK	001-20-014-00000-533000	12/27/2024	26.04
3,849	City Utilities	UTILITIES- BOAT RAMP HYDRANT	001-20-014-00000-533000	12/27/2024	10.29
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-014-00000-536000	12/27/2024	5.43
3,747	BARNETT PEST Solutio	MONTHLY COMMERCIAL PEST CONTROL	001-20-014-00000-539000	12/27/2024	50.00
3,792	ILLINOIS FIRE INSPEC	2025 IFIA MEMBERSHIP DUES	001-20-014-00000-539000	12/27/2024	100.00
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	001-20-014-00000-539050	12/27/2024	0.24

3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-20-014-00000-539050	12/27/2024	263.41
3,843 Zoll Data Systems In	ZOLL FIRE REPORTS 01/01/25-01/31/25	001-20-014-00000-539300	12/27/2024	57.09
3,769 DINGES FIRE COMPANY	1 QTY HEM HANGING LETTER PATCH	001-20-014-00000-544000	12/27/2024	76.95
3,811 O'Reilly Automotive	4 QTY VALVE CAPS	001-20-014-00000-546000	12/27/2024	5.38
3,803 Mastercard	NOVEMBER MASTERCARD TRANSACTIONS FIRE	001-20-014-00000-547000	12/27/2024	1,325.64
3,763 CONTINENTAL RESEARCH	PAIL PUMP, AMRMADILLO TOWELS, BLUE PLANET	001-20-014-00000-549000	12/27/2024	356.59
		TOTAL		3,747.17
3,764 Curry & Associates E	DRAINAGE REVIEW FOR HIGHLAND SCHOOLS IMPROVEMENT	001-40-017-00000-523000	12/27/2024	491.90
3,803 Mastercard	U OF I PESTICIDE TESTING-CLINT C., BRET K., NICK W	001-40-017-00000-524000	12/27/2024	210.00
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-40-017-00000-531000	12/27/2024	244.59
3,833 U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	001-40-017-00000-532000	12/27/2024	20.88
3,743 Ameren Illinois	GAS CHARGES - S & A	001-40-017-00000-533000	12/27/2024	358.27
3,762 Constellation NewEne	GAS SERVICE	001-40-017-00000-533000	12/27/2024	163.46
3,849 City Utilities	UTILITIES - S & A	001-40-017-00000-533000	12/27/2024	69.96
3,849 City Utilities	UTILITIES - S & A	001-40-017-00000-533000	12/27/2024	738.94
3,849 City Utilities	UTILITIES - S & A	001-40-017-00000-533000	12/27/2024	65.75
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	001-40-017-00000-536000	12/27/2024	5.43
3,844 ADR HIGHLAND INC.	#64 REPAIRS-EXHAUST, AIR COOLER HOSE, MANIFOLD	001-40-017-00000-536010	12/27/2024	10,927.88
3,798 Langhauser Sheet Met	HVAC INFRA RED HEATER - INV. 10-23-24, JUSTREC'D.	001-40-017-00000-538000	12/27/2024	4,733.00
3,747 BARNETT PEST Solutio	NOV. PEST CONTROL - TIC.# 11464	001-40-017-00000-539000	12/27/2024	30.00
3,774 Electrico Inc	IL 160 & WALNUT ST.-TRAFFIC SIGNAL REPAIR/MAINTEN.	001-40-017-00000-539000	12/27/2024	2,996.37
3,771 Dr. Wood Trees & Lan	30 HRS.TREE WORK SECTOR 2, 6 STUMP REMOVALS	001-40-017-00000-539022	12/27/2024	5,540.00
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	001-40-017-00000-539050	12/27/2024	1.67
3,742 AMAZON CAPITAL SERVI	1 QTY PILOT G2 PREM GEL ROLLER PENS	001-40-017-00000-541000	12/27/2024	17.19
3,796 KIRCHNER BUILDING	2X12-10 #1 SYP TREATED KD-HT 1-1/2 X11-1/4	001-40-017-00000-543000	12/27/2024	27.14
3,804 McKay Auto Parts Inc	SELF ETCHING PRIMER	001-40-017-00000-543000	12/27/2024	12.49
3,809 Northtown Auto & Tra	STT LAMP	001-40-017-00000-546000	12/27/2024	49.99
3,818 Red E Mix LLC	6 BAG - 6 CY, \$163 P/CY- TIC. 60150287	001-40-017-00000-554000	12/27/2024	1,008.00
		TOTAL		27,712.91
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	007-70-007-00000-531000	12/27/2024	51.86
3,789 HO HO HARMONY LLC	SANTA SERVICES 12/19/24 & 12/22/24	007-70-007-00000-539000	12/27/2024	300.00
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS HUBBARD	007-70-007-00000-539000	12/27/2024	53.84
3,819 RICK GRUENENFELDER	SANTA SERVICES 2024	007-70-007-00000-539000	12/27/2024	2,000.00
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	007-70-007-00000-539050	12/27/2024	0.24
3,780 FURNITURE REWARDS LL	INCREMENTAL CITY PROPERTY TAX 2023	007-70-007-00000-582005	12/27/2024	576.39
3,780 FURNITURE REWARDS LL	INCREMENTAL CITY PROPERTY TAX 2024	007-70-007-00000-582005	12/27/2024	8,361.79
		TOTAL		11,344.12
3,746 ASPHALT SALES AND PR	COLD PATCH, 7.94 T., \$160 P/T	008-40-000-00000-543000	12/27/2024	1,270.40
3,749 Beelman Logistics LL	CA 6 - 52.61 TON \$13.02 P/T	008-40-000-00000-543000	12/27/2024	684.98
		TOTAL		1,955.38
3,738 ADA HUELSKAMP	REIMBURSEMENT FOR GUARD TRAINING	009-60-009-00000-524000	12/27/2024	170.00
3,744 AMERICAN RED CROSS -	LIFEGUARD TRAINING	009-60-009-00000-524000	12/27/2024	300.00
3,753 BROOKE INLOW	REIMBURSEMENT FOR GUARD TRAINING	009-60-009-00000-524000	12/27/2024	170.00
3,801 LUCY BECKER	REIMBURSEMENT FOR GUARD TRAINING	009-60-009-00000-524000	12/27/2024	200.00
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	009-60-009-00000-531000	12/27/2024	56.86
3,833 U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	009-60-009-00000-532000	12/27/2024	301.46
3,743 Ameren Illinois	KRC GAS BILL	009-60-009-00000-533000	12/27/2024	2,566.23
3,762 Constellation NewEne	GAS SERVICE	009-60-009-00000-533000	12/27/2024	832.29
3,849 City Utilities	KRC UTILITIES	009-60-009-00000-533000	12/27/2024	9,841.79
ACH IL Department Of Rev	NOVEMBER SALES TAX	009-60-009-00000-539000	12/19/2024	103.00
3,802 LYNN HOLDEN	REFUND FOR ACCIDENTAL PURCHASE	009-60-009-00000-539000	12/27/2024	25.00
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS PR	009-60-009-00000-539000	12/27/2024	30.00
3,814 QUENCH USA INC	DECEMBER WATER BOTTLE REFILL STATION BILL	009-60-009-00000-539000	12/27/2024	60.50
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	009-60-009-00000-539050	12/27/2024	1.43
3,772 Eastern Data Secure	OFFICE SUPPLIES-ID CARD SUPPLIES	009-60-009-00000-541000	12/27/2024	192.49
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS ROSEN	009-60-009-00000-541000	12/27/2024	143.20
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS ROSEN	009-60-009-00000-543000	12/27/2024	205.41
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS PR	009-60-009-00000-543000	12/27/2024	45.00
3,812 Pepsi	KRC CONCESSIONS SUPPLIES	009-60-009-00000-543050	12/27/2024	1,244.66
3,812 Pepsi	KRC CONCESSIONS SUPPLIES	009-60-009-00000-543050	12/27/2024	525.37
3,825 Switzer Food and Sup	KRC CONCESSIONS SUPPLIES	009-60-009-00000-543050	12/27/2024	350.69
3,839 William F. Brockman	KRC CONCESSIONS SUPPLIES	009-60-009-00000-543050	12/27/2024	165.59
3,839 William F. Brockman	KRC CONCESSIONS SUPPLIES	009-60-009-00000-543050	12/27/2024	114.56
3,742 AMAZON CAPITAL SERVI	5 QTY COLORLIFE FILTERS SHARK VACUUM FILTER	009-60-009-00000-545000	12/27/2024	80.70
3,742 AMAZON CAPITAL SERVI	1 QTY ECOGEAR WATERPROOF SMART SPEAKER	009-60-009-00000-547000	12/27/2024	149.98
		TOTAL		17,876.21
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	009-60-016-00000-531000	12/27/2024	348.31
3,833 U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	009-60-016-00000-532000	12/27/2024	44.16
3,743 Ameren Illinois	BRAD'S SHED GAS BILL	009-60-016-00000-533000	12/27/2024	132.95
3,743 Ameren Illinois	SENIOR CENTER GAS BILL	009-60-016-00000-533000	12/27/2024	187.76
3,762 Constellation NewEne	GAS SERVICE	009-60-016-00000-533000	12/27/2024	28.73
3,849 City Utilities	SENIOR CENTER UTILITIES	009-60-016-00000-533000	12/27/2024	351.44
3,849 City Utilities	SPINDLER PARK	009-60-016-00000-533000	12/27/2024	35.00
3,849 City Utilities	BRAD'S SHED UTILITIES	009-60-016-00000-533000	12/27/2024	162.11
3,849 City Utilities	GLIK PARK	009-60-016-00000-533000	12/27/2024	755.00
3,849 City Utilities	GLIK PARK PAVILION	009-60-016-00000-533000	12/27/2024	41.87
3,849 City Utilities	HUNSCH FIELD BATHROOMS	009-60-016-00000-533000	12/27/2024	84.43
3,849 City Utilities	WCC UTILITIES	009-60-016-00000-533000	12/27/2024	1,469.88
3,849 City Utilities	WCC UTILITIES	009-60-016-00000-533000	12/27/2024	121.81
3,849 City Utilities	SQUARE/FOUNTAIN UTILITIES	009-60-016-00000-533000	12/27/2024	603.52
3,849 City Utilities	HIGHLAND PARK RD BATHROOM PAV WATER	009-60-016-00000-533000	12/27/2024	35.35
3,849 City Utilities	HIGHLAND PARK RD	009-60-016-00000-533000	12/27/2024	56.32
3,849 City Utilities	SPORTSMAN RD NE BATHROOM	009-60-016-00000-533000	12/27/2024	39.43
3,849 City Utilities	KRC GARDENS	009-60-016-00000-533000	12/27/2024	53.99
3,849 City Utilities	BROADWAY	009-60-016-00000-533000	12/27/2024	35.23
3,849 City Utilities	SE TENNIS COURTS	009-60-016-00000-533000	12/27/2024	99.77
3,849 City Utilities	VETERANS HONOR PKWY BATHROOMS	009-60-016-00000-533000	12/27/2024	104.08
3,849 City Utilities	VETERANS HONOR PKWY DOG PARK WATER	009-60-016-00000-533000	12/27/2024	12.39

3,849 City Utilities	HIGHLAND PARK RD ADA RESTROOM	009-60-016-00000-533000	12/27/2024	35.23
3,849 City Utilities	MAIN ST BATHROOM	009-60-016-00000-533000	12/27/2024	540.02
3,849 City Utilities	HIGHLAND PARK RD BATHROOM NORTH OF BOAT	009-60-016-00000-533000	12/27/2024	38.18
3,748 Battery Specialist +	MAINTENANCE ON THE GOLF KART	009-60-016-00000-536000	12/27/2024	300.40
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	009-60-016-00000-536000	12/27/2024	5.43
3,752 Broadway Battery & T	BATTERY FOR 2021 CHEVY	009-60-016-00000-536010	12/27/2024	259.00
ACH IL Department Of Rev	NOVEMBER SALES TAX	009-60-016-00000-539000	12/19/2024	25.00
3,741 ALLISON BROWN	REFUND SECURITY DEPOSIT WCC	009-60-016-00000-539000	12/27/2024	25.00
3,747 BARNETT PEST Solutio	NOVEMBER WCC PEST SERVICE	009-60-016-00000-539000	12/27/2024	25.00
3,756 CARRIE BIRCHER	REFUND SECURITY DEPOSIT WCC	009-60-016-00000-539000	12/27/2024	25.00
3,787 Hediger's Backhoe In	DOG PARK PUMP	009-60-016-00000-539000	12/27/2024	600.00
3,795 JACKIE DELANEY	REIM FOR CHRISTMAS MATERIALS PAVILION AT SQUARE	009-60-016-00000-539000	12/27/2024	709.85
3,805 MEGAN DOYLE	PAYMENT FOR PAINTING MURAL AT SILVER LAKE	009-60-016-00000-539000	12/27/2024	750.00
3,830 THOMAS MCCUBBINS	REFUND SECURITY DEPOSIT WCC	009-60-016-00000-539000	12/27/2024	25.00
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	009-60-016-00000-539050	12/27/2024	1.91
3,797 KORTE MEAT PROCESSIN	SENIOR DAY LUNCH ITEMS	009-60-016-00000-539065	12/27/2024	123.37
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS ROSEN	009-60-016-00000-539065	12/27/2024	50.00
3,766 DAN MARSCHE	YAH CHRISTMAS LIGHTS TRIP REFUND	009-60-016-00000-539066	12/27/2024	144.00
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS ROSEN	009-60-016-00000-539066	12/27/2024	104.00
3,742 AMAZON CAPITAL SERVI	2 QTY LABELS FOR BROTHER MACHINE	009-60-016-00000-543000	12/27/2024	32.57
3,790 Home Nursery Inc	RAEBER BERM TREE REPLACEMENTS	009-60-016-00000-543022	12/27/2024	639.30
3,742 AMAZON CAPITAL SERVI	2 QTY RUBBERMAID COMM HD DUST PAN	009-60-016-00000-545000	12/27/2024	92.06
3,803 Mastercard	DECEMBER MASTERCARD TRANSACTIONS PR	009-60-016-00000-545000	12/27/2024	110.00
3,815 R P LUMBER CO INC	TREATED WOOD	009-60-016-00000-545000	12/27/2024	19.92
			TOTAL	9,483.77
3,849 City Utilities	OUTDOOR POOL	009-60-503-00000-533000	12/27/2024	48.28
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	009-60-503-00000-539050	12/27/2024	0.48
			TOTAL	48.76
3,849 City Utilities	CEMETERY UTILITIES	009-60-715-00000-533000	12/27/2024	64.39
3,849 City Utilities	CEMETERY CHAPEL	009-60-715-00000-533000	12/27/2024	35.00
3,781 Gelly Excavating & C	ROCK HAUL FOR CEMETERY	009-60-715-00000-539000	12/27/2024	754.50
			TOTAL	853.89
3,850 FCB BANKS	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	011-50-000-00000-562000	12/27/2024	25,325.00
			TOTAL	25,325.00
3,850 FCB BANKS	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	011-70-000-00000-561000	12/27/2024	210,000.00
			TOTAL	210,000.00
3,799 LEE'S LOANS JEWELRY	FACADE PROGRAM PAYOUT - LEE'S LOANS JEWELRY & MORE	012-70-000-00000-582000	12/27/2024	3,460.25
			TOTAL	3,460.25
3,852 Oates Associates Inc	PH 2 & 3 6TH ST. CONSTRUCT. SERV. -10/26 -11/22/24	050-40-050-00000-550500	12/27/2024	235.00
3,852 Oates Associates Inc	POPLAR ST. TRAIL SURVEY - SERVICES 10/26 -11/22/24	050-40-050-00000-550500	12/27/2024	4,675.00
3,852 Oates Associates Inc	POPLAR ST. TRAIL DESIGN - SERV. 10/26-11/22/24	050-40-050-00000-550500	12/27/2024	8,447.50
			TOTAL	13,357.50
ACH ILLINOIS MUNICIPAL E	NOVEMBER PURCHASE POWER	101-00-000-00000-434641	12/16/2024	-1,305.02
ACH ILLINOIS MUNICIPAL E	NOVEMBER PURCHASE POWER	101-00-000-00000-434642	12/16/2024	-44,746.80
			TOTAL	-46,051.82
3,765 DAN COOK	REIM HOTEL STAY FOR OMEA BOARD MEETING	101-01-101-00000-524000	12/27/2024	125.40
3,794 IMEA	REIM DAN COOK HOTEL ROOM 10/23/24 COURTYARD	101-01-101-00000-524000	12/27/2024	125.40
3,803 Mastercard	DONUTS FOR JULIE TRAINING	101-01-101-00000-524000	12/27/2024	52.80
3,803 Mastercard	IMEA LEGISLATIVE RALLY	101-01-101-00000-524000	12/27/2024	755.92
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-101-00000-531000	12/27/2024	166.56
3,743 Ameren Illinois	GAS CHARGE UTILITES & W&S	101-01-101-00000-533000	12/27/2024	1,152.22
3,849 City Utilities	UTILITIES	101-01-101-00000-533000	12/27/2024	497.15
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-101-00000-536000	12/27/2024	5.43
3,747 BARNETT PEST Solutio	MONTHLY TREATMENT & INSPECTION	101-01-101-00000-539000	12/27/2024	28.00
3,803 Mastercard	CANDY FOR XMAS PARADE	101-01-101-00000-539000	12/27/2024	493.85
3,803 Mastercard	SILVERWARE & PLATES FOR XMAS PARTY	101-01-101-00000-539000	12/27/2024	42.96
3,822 SCOTT KUHN	LUNCH FOR THE TRUCKERS WE DELAYED AT POWER PLANT	101-01-101-00000-539000	12/27/2024	50.65
3,824 Splish Splash Auto B	POLICE DEPT AND ELEC DEPT CAR WASHES	101-01-101-00000-539000	12/27/2024	14.00
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	101-01-101-00000-539050	12/27/2024	0.72
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-101-00000-539050	12/27/2024	36.01
3,742 AMAZON CAPITAL SERVI	1 QTY COMBO PK CANON INK	101-01-101-00000-541000	12/27/2024	29.99
3,803 Mastercard	TOILET PAPER	101-01-101-00000-541000	12/27/2024	68.94
3,742 AMAZON CAPITAL SERVI	1 QTY UNISEX ADULT CROSSWING QUARTER ZIP	101-01-101-00000-544000	12/27/2024	29.85
3,811 O'Reilly Automotive	1 QTY AIR FILTER, OIL FITLER, 2 QTY WIPER BLADE	101-01-101-00000-546000	12/27/2024	21.97
ACH IL Dept Of Revenue	NOVEMBER UTILITY TAX	101-01-101-00000-571000	12/18/2024	28,101.87
			TOTAL	31,799.69
3,743 Ameren Illinois	GAS CHARGE POWER PLANT	101-01-102-00000-533000	12/27/2024	304.25
3,849 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	12/27/2024	75.70
3,849 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	12/27/2024	180.43
3,849 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	12/27/2024	100.84
3,849 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	12/27/2024	1,431.68
3,849 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	12/27/2024	3,494.26
3,849 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	12/27/2024	11.69
3,849 City Utilities	UTILITIES POWER PLANT	101-01-102-00000-533000	12/27/2024	15.00
3,742 AMAZON CAPITAL SERVI	1 QTY KITCHEN TONGS, SERVING SPOONS, TABLE CLOTH	101-01-102-00000-539000	12/27/2024	51.24
3,747 BARNETT PEST Solutio	MONTHLY TREATMENT & INSPECTION	101-01-102-00000-539000	12/27/2024	50.00
3,832 TURF GATOR LLC	FINAL WINTERIZER TREATMENT FOR SEASON	101-01-102-00000-539000	12/27/2024	109.00
3,842 Zobrist Electric Inc	MATERIAL & LABOR FOR MECHANIC BATHROOM	101-01-102-00000-539000	12/27/2024	365.00
ACH ILLINOIS MUNICIPAL E	NOVEMBER PURCHASE POWER	101-01-102-00000-539020	12/16/2024	719,840.24
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	101-01-102-00000-539050	12/27/2024	0.24
3,803 Mastercard	BOOTS FOR SCOTT KUHN	101-01-102-00000-544000	12/27/2024	138.11
3,742 AMAZON CAPITAL SERVI	1 QTY LAWN MOWER TIRES	101-01-102-00000-545000	12/27/2024	72.99
3,803 Mastercard	PAINT & SUPPLIES FOR POWER PLANT	101-01-102-00000-545000	12/27/2024	155.31
3,775 EMAG RED BUD FD LLC	2 QTY HINGE -DO	101-01-102-00000-546000	12/27/2024	157.20

3,811 O'Reilly Automotive	1 QTY COP COIL	101-01-102-00000-546000	12/27/2024	29.45
3,811 O'Reilly Automotive	3 QTY DOR ROD CLIP	101-01-102-00000-546000	12/27/2024	11.19
3,811 O'Reilly Automotive	4 QTY 1QTTRANSFLD	101-01-102-00000-546000	12/27/2024	45.96
3,811 O'Reilly Automotive	1 QTY TGATE HANDLE	101-01-102-00000-546000	12/27/2024	20.78
3,811 O'Reilly Automotive	1 QTY THERMOSTAT	101-01-102-00000-546000	12/27/2024	10.89
3,811 O'Reilly Automotive	1 QTY OIL FILTER, 1 QTY AIR FILTER	101-01-102-00000-546000	12/27/2024	27.74
3,820 RUSH TRUCK CENTER S	SEAL & GASKET FOR S&A TRUCK 67	101-01-102-00000-546000	12/27/2024	127.80
3,773 EDWARDSVILLE MACHINE	LABOR & MATERIAL TO FAB A OIL PAN FOR PIT	101-01-102-00000-547000	12/27/2024	625.00
			TOTAL	727,451.99
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-104-00000-531000	12/27/2024	94.21
3,743 Ameren Illinois	TOTAL OPTIONAL LIGHTING CHARGE	101-01-104-00000-533000	12/27/2024	47.85
3,740 Albers Fire Prot. Eq	INSPECTED & TAGGED & RECHARGE & HYDRO TESTED 2	101-01-104-00000-536000	12/27/2024	639.00
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	101-01-104-00000-539050	12/27/2024	2.14
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	101-01-104-00000-539050	12/27/2024	144.04
3,796 KIRCHNER BUILDING	PROPANE	101-01-104-00000-542000	12/27/2024	77.88
3,742 AMAZON CAPITAL SERVI	1 QTY WHITE FLAGGING TAPE 12 ROLLS	101-01-104-00000-543000	12/27/2024	21.99
3,813 Power Line Supply	150 QTY CONNECTOR, VISE AL, PARA/GR/SS	101-01-104-00000-543000	12/27/2024	892.50
3,813 Power Line Supply	5 QTY NRHDA IMPACT SOCKET ADAPTER 7/16" HEX	101-01-104-00000-543000	12/27/2024	227.50
3,851 Graybar	50 QTY AHD-10B-1GA-1X1-1X ARRESTOR 10KV	101-01-104-00000-543000	12/27/2024	2,279.00
3,851 Graybar	24 QTY CROSSFIRE SAFETY GLASSES	101-01-104-00000-544000	12/27/2024	139.44
3,811 O'Reilly Automotive	1 QTY OIL FILTER, 2 QTY WIPER BLADE	101-01-104-00000-546000	12/27/2024	9.13
3,811 O'Reilly Automotive	1 QTY O2 SENSOR	101-01-104-00000-546000	12/27/2024	26.65
3,779 FROST ELECTRIC SUPPL	2 QTY GREENLEE DVI-100 DIGITAL VOLTAGE INDICATOR	101-01-104-00000-547000	12/27/2024	1,885.42
3,851 Graybar	6-15KVA CONV POLE MOUNT, 1-50KVA CONV POLE MOUNT	101-01-104-00000-554020	12/27/2024	23,726.62
			TOTAL	30,213.37
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	111-05-111-00000-531000	12/27/2024	169.24
3,828 THE MAIL BOX STORE	FEDEX GROUND- TERRY-DURIN COMPANY	111-05-111-00000-532000	12/27/2024	20.88
3,833 U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	111-05-111-00000-532000	12/27/2024	4,123.44
3,743 Ameren Illinois	GAS SERVICE	111-05-111-00000-533000	12/27/2024	105.84
3,762 Constellation NewEne	GAS SERVICE	111-05-111-00000-533000	12/27/2024	19.77
3,849 City Utilities	UTILITIES- 192 WOODCREST DR	111-05-111-00000-533000	12/27/2024	1,896.33
3,849 City Utilities	UTILITIES- 192 WOODCREST DR OFFICE	111-05-111-00000-533000	12/27/2024	275.48
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	111-05-111-00000-536000	12/27/2024	5.43
ACH RELIAFUND	ACH RETURN TRANSACTION PROCESSING	111-05-111-00000-539000	12/16/2024	192.43
ACH ILLINOIS DEPT OF REV	NOVEMBER RT-10 TELECOMMUNICATIONSINFRASTRUCTUREMT	111-05-111-00000-539000	12/19/2024	98.31
ACH ILLINOIS DEPT OF REV	NOVEMBER RT-2 TELECOMMUNICATIONS TAX RETURN	111-05-111-00000-539000	12/19/2024	2,556.04
3,793 ILLINOIS TELECOMMUNI	LOCALEXCHANGECARRIER&INTERCONNECTEDVOIP&WIRELESS	111-05-111-00000-539000	12/27/2024	13.04
ACH INTERSTATE TRS FUND	2024-2025 OBLIGATION PAYMENT 6 OF 12 514A&514B	111-05-111-00000-539025	12/16/2024	520.07
ACH INTERSTATE TRS FUND	2024-2025 OBLIGATION PAYMENT 5 OF 12 514A&514B	111-05-111-00000-539025	12/16/2024	520.07
3,803 Mastercard	NOVEMBER CREDIT CARD TRANSACTIONS IMMING	111-05-111-00000-539033	12/27/2024	456.45
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	111-05-111-00000-539050	12/27/2024	1.43
3,758 Cinemax Home Box Off	FEBRUARY VIDEO CONTENT FEE	111-05-111-00000-539052	12/27/2024	80.00
3,758 Cinemax Home Box Off	NOVEMBER VIDEO CONTENT FEE	111-05-111-00000-539052	12/27/2024	80.00
3,786 HBO Home Box Office	FEBRUARY VIDEO CONTENT FEE	111-05-111-00000-539052	12/27/2024	270.00
3,786 HBO Home Box Office	NOVEMBER VIDEO CONTENT FEE	111-05-111-00000-539052	12/27/2024	270.00
3,831 TIVO PLATFORM TECHNO	838.50NCPMTMOBIACCT,140NDVRADDTLUAS,434 STREAMS AD	111-05-111-00000-539052	12/27/2024	7,832.89
3,846 BALLY SPORTS ST. LOU	APRIL VIDEO FEE	111-05-111-00000-539052	12/27/2024	9,392.18
3,846 BALLY SPORTS ST. LOU	MAY VIDEO FEE	111-05-111-00000-539052	12/27/2024	9,341.08
3,846 BALLY SPORTS ST. LOU	JUNE VIDEO FEE	111-05-111-00000-539052	12/27/2024	8,942.50
3,846 BALLY SPORTS ST. LOU	JULY VIDEO FEE	111-05-111-00000-539052	12/27/2024	8,962.94
3,846 BALLY SPORTS ST. LOU	JANUARY VIDEO FEE	111-05-111-00000-539052	12/27/2024	8,799.42
3,846 BALLY SPORTS ST. LOU	MARCH VIDEO FEE	111-05-111-00000-539052	12/27/2024	9,249.10
3,742 AMAZON CAPITAL SERVI	1 QTY BLOOM DAILY PLANNER 2025 DESK CALENDAR	111-05-111-00000-541000	12/27/2024	16.95
3,739 ADAMS CABLE EQUIPMEN	2 cases Marking flags (2,000 total)	111-05-111-00000-547000	12/27/2024	171.10
3,742 AMAZON CAPITAL SERVI	2 QTY RUGGED BLUE ELECTRICAL TAPE BLACK	111-05-111-00000-547000	12/27/2024	81.50
3,742 AMAZON CAPITAL SERVI	QTY RUGGED BLUE ELECTRIC TAPE -RETURN	111-05-111-00000-547000	12/27/2024	-81.50
3,782 Graybar	5/8" EYE-NUTS	111-05-111-00000-547000	12/27/2024	255.50
3,782 Graybar	SCA-9T24-LRS	111-05-111-00000-553000	12/27/2024	7,466.40
3,755 CALIX INC.	803 INDOOR ONT	111-05-111-00000-553001-	12/27/2024	2,081.63
			TOTAL	84,185.94
ACH BOKF N.A.	HIGHLAND IL ELEC SYS REFUNDING REV BOND SERIES2019	119-05-119-00000-561000	12/23/2024	805,000.00
ACH BOKF N.A.	HIGHLAND IL ELEC SYS REFUNDING REV BOND SERIES2019	119-05-119-00000-563000	12/23/2024	150.00
ACH BOKF N.A.	HIGHLAND IL ELEC SYS REFUNDING REV BOND SERIES2019	119-50-119-00000-562000	12/23/2024	74,034.00
			TOTAL	879,184.00
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-201-00000-531000	12/27/2024	51.86
3,833 U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	201-02-201-00000-532000	12/27/2024	10.63
3,743 Ameren Illinois	GAS CHARGES - PWA	201-02-201-00000-533000	12/27/2024	218.18
3,849 City Utilities	UTILITIES - PW	201-02-201-00000-533000	12/27/2024	152.24
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	201-02-201-00000-539050	12/27/2024	0.24
			TOTAL	433.15
3,764 Curry & Associates E	CLEARWELL IMPROVE. & MODIFIC.- CHL&AMMON. SYSTEMS	201-02-202-00000-523000	12/27/2024	5,304.12
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-202-00000-531000	12/27/2024	93.72
3,833 U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	201-02-202-00000-532000	12/27/2024	3.84
3,743 Ameren Illinois	GAS CHARGES - WTP	201-02-202-00000-533000	12/27/2024	69.77
3,762 Constellation NewEne	GAS SERVICE	201-02-202-00000-533000	12/27/2024	61.96
3,849 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	12/27/2024	69.37
3,849 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	12/27/2024	1,286.86
3,849 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	12/27/2024	6,135.72
3,849 City Utilities	UTILITIES - WTP	201-02-202-00000-533000	12/27/2024	45.95
3,776 ENERGY WISE	REPAIRS- BSMT. ROESSNER HEATER & SMALL SHEDHEATER	201-02-202-00000-536000	12/27/2024	1,204.50
3,816 R.E. Pedrotti Co. In	ULTRA MAG 5000 UM506-2 6" METER	201-02-202-00000-536000	12/27/2024	8,182.00
3,747 BARNETT PEST SolutIO	NOV. PEST CONTROL - 2 MAIN BLDG.-TIC.# 11468	201-02-202-00000-539000	12/27/2024	80.00
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	201-02-202-00000-539050	12/27/2024	0.95
3,783 Hach Company	CHEMKEY - MONOCHLOR. & TOTAL CHLOR.	201-02-202-00000-543000	12/27/2024	247.18
3,783 Hach Company	CHEMKEY ORTHOPHOSPHATE LOW RANGE	201-02-202-00000-543000	12/27/2024	160.95
3,783 Hach Company	MONOCHLOR REAG.- RGT. SET TNT - FUNNEL	201-02-202-00000-543000	12/27/2024	310.15
3,783 Hach Company	ADAPTER A, DR3900	201-02-202-00000-543000	12/27/2024	95.56
3,761 COMPUSTITCH SCREEN P	10 SHIRTS - LOGO - AUSTEN Z.	201-02-202-00000-544000	12/27/2024	90.00

3,761	COMPUSTITCH SCREEN P	5 LONG SLEEVE SHIRTS W/ CITY LOGO - GP	201-02-202-00000-544000	12/27/2024	150.00
3,840	Woodcrest Small Engi	BATTERY	201-02-202-00000-545000	12/27/2024	56.62
3,809	Northtown Auto & Tra	END CAP, 20 QT. DRAIN PAN	201-02-202-00000-546000	12/27/2024	24.03
3,751	Brenntag Mid South I	CHLORINE 2000 LB.	201-02-202-00000-549000	12/27/2024	2,020.00
3,751	Brenntag Mid South I	HYDROFLUOROSILICIC ACID 3200 LB.- .35 PER LB.	201-02-202-00000-549000	12/27/2024	3,067.00
3,837	WATER SOLUTIONS	2000 LB. AMMONIUM SULFATE-DRY, 3390 LB. WSU 110	201-02-202-00000-549000	12/27/2024	4,950.00
3,848	CHEMTRADE CHEMICALS	HYPER ION 4393 BULK- 4,4860 LB.	201-02-202-00000-549000	12/27/2024	13,458.00
				TOTAL	47,168.25
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-203-00000-531000	12/27/2024	145.06
3,743	Ameren Illinois	GAS CHARGE UTILITES & W&S	201-02-203-00000-533000	12/27/2024	384.07
3,849	City Utilities	UTILITIES - W & S	201-02-203-00000-533000	12/27/2024	500.76
3,849	City Utilities	UTILITIES - W & S	201-02-203-00000-533000	12/27/2024	122.12
3,849	City Utilities	UTILITIES - W & S	201-02-203-00000-533000	12/27/2024	23.09
3,849	City Utilities	UTILITIES - W & S	201-02-203-00000-533000	12/27/2024	17.85
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	201-02-203-00000-536000	12/27/2024	2.71
3,817	RANDY RINDERER	REIM DOMINOS PIZZA FOR WATER MAIN BREAK - RINDERER	201-02-203-00000-539000	12/27/2024	17.39
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	201-02-203-00000-539050	12/27/2024	0.36
3,821	Schulte Supply Inc	4"X20" REPAIR CLAMP, TUBING CUTTER- INV. 11/27/24	201-02-203-00000-543000	12/27/2024	377.23
3,821	Schulte Supply Inc	CULF18021WSSC 21 NON RECESSED , 11 1/2 COVER	201-02-203-00000-543000	12/27/2024	175.00
3,821	Schulte Supply Inc	5/8"X3/4" BALL VALVE INLET DUALCHECK, COPPER ROLLS	201-02-203-00000-543000	12/27/2024	1,491.52
3,821	Schulte Supply Inc	2" X 24" REPAIR CLAMP	201-02-203-00000-543000	12/27/2024	398.10
3,841	Woody's Municipal S	OTH-18 TRAFFIC CONE W/ 6" REFLECTIVE	201-02-203-00000-544000	12/27/2024	44.04
3,754	BUTLER SUPPLY INC	EIKOL 12WTS 1800L4K	201-02-203-00000-545000	12/27/2024	86.88
3,798	Langhauser Sheet Met	LABOR & SERVICE - BOILER - INV. DATE 11-19-24	201-02-203-00000-545000	12/27/2024	223.25
3,760	COE EQUIPMENT INC	VAC TRUCK PARTS	201-02-203-00000-546000	12/27/2024	933.82
3,804	McKay Auto Parts Inc	1999 CHEV. 1 TON TRUCK - GLOW PLUGS	201-02-203-00000-546000	12/27/2024	51.96
3,809	Northtown Auto & Tra	BATTERIES	201-02-203-00000-546000	12/27/2024	180.84
3,811	O'Reilly Automotive	WAX DRY	201-02-203-00000-546000	12/27/2024	9.99
3,810	Nu Way Concrete Form	TURN INV. # 2538401 - 14" ELITE CUT DIAMOND BLADE	201-02-203-00000-547000	12/27/2024	-130.00
3,810	Nu Way Concrete Form	CRAD FW20 TS CART FOR TS400, 410,420,TS700,TS800	201-02-203-00000-547000	12/27/2024	205.00
3,810	Nu Way Concrete Form	14" ELITE CUT S45 DIAMOND BLADE FOR CURED CONCRETE	201-02-203-00000-547000	12/27/2024	130.00
3,810	Nu Way Concrete Form	CRAD MOUNTING KIT FOR TS420, TS480, TS500I	201-02-203-00000-547000	12/27/2024	79.00
3,810	Nu Way Concrete Form	10 L STIHL PUMP PORTABLE FOR DEMOSAW WATER SUPPLY	201-02-203-00000-547000	12/27/2024	67.57
				TOTAL	5,537.61
3,803	Mastercard	SAFETY TRAINING - DOUGHNUTS	301-03-301-00000-524000	12/27/2024	26.33
3,762	Constellation NewEne	GAS SERVICE	301-03-301-00000-533000	12/27/2024	70.92
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	301-03-301-00000-539050	12/27/2024	0.24
				TOTAL	97.49
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	301-03-303-00000-531000	12/27/2024	30.68
3,743	Ameren Illinois	GAS CHARGE UTILITES & W&S	301-03-303-00000-533000	12/27/2024	384.08
3,849	City Utilities	UTILITIES - W & S	301-03-303-00000-533000	12/27/2024	500.77
3,849	City Utilities	UTILITIES - W & S	301-03-303-00000-533000	12/27/2024	122.11
3,849	City Utilities	UTILITIES - W & S	301-03-303-00000-533000	12/27/2024	23.09
3,849	City Utilities	UTILITIES - W & S	301-03-303-00000-533000	12/27/2024	17.85
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	301-03-303-00000-536000	12/27/2024	2.72
3,817	RANDY RINDERER	REIM DOMINOS PIZZA FOR WATER MAIN BREAK - RINDERER	301-03-303-00000-539000	12/27/2024	17.40
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	301-03-303-00000-539050	12/27/2024	0.36
3,841	Woody's Municipal S	OTH-18 TRAFFIC CONE W/ 6" REFLECTIVE	301-03-303-00000-544000	12/27/2024	44.04
3,754	BUTLER SUPPLY INC	EIKOL 12WTS 1800L4K	301-03-303-00000-545000	12/27/2024	86.88
3,798	Langhauser Sheet Met	LABOR & SERVICE - BOILER - INV. DATE 11-19-24	301-03-303-00000-545000	12/27/2024	223.25
3,760	COE EQUIPMENT INC	VAC TRUCK PARTS	301-03-303-00000-546000	12/27/2024	933.83
3,804	McKay Auto Parts Inc	1999 CHEV. 1 TON TRUCK - GLOW PLUGS	301-03-303-00000-546000	12/27/2024	51.96
3,809	Northtown Auto & Tra	BATTERIES	301-03-303-00000-546000	12/27/2024	180.84
3,811	O'Reilly Automotive	WAX DRY	301-03-303-00000-546000	12/27/2024	9.99
3,807	MIDWEST MUNICIPAL SU	PILOT BIT F/6-1/2" HOLE SAW RED	301-03-303-00000-547000	12/27/2024	41.54
3,810	Nu Way Concrete Form	TURN INV. # 2538401 - 14" ELITE CUT DIAMOND BLADE	301-03-303-00000-547000	12/27/2024	-130.00
3,810	Nu Way Concrete Form	CRAD FW20 TS CART FOR TS400, 410,420,TS700,TS800	301-03-303-00000-547000	12/27/2024	205.00
3,810	Nu Way Concrete Form	14" ELITE CUT S45 DIAMOND BLADE FOR CURED CONCRETE	301-03-303-00000-547000	12/27/2024	130.00
3,810	Nu Way Concrete Form	CRAD MOUNTING KIT FOR TS420, TS480, TS500I	301-03-303-00000-547000	12/27/2024	79.00
3,810	Nu Way Concrete Form	10 L STIHL PUMP PORTABLE FOR DEMOSAW WATER SUPPLY	301-03-303-00000-547000	12/27/2024	67.57
				TOTAL	3,022.96
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	301-03-304-00000-531000	12/27/2024	166.23
3,833	U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	301-03-304-00000-532000	12/27/2024	0.69
3,849	City Utilities	UTILITIES - WRF	301-03-304-00000-533000	12/27/2024	7,680.68
3,849	City Utilities	UTILITIES - WRF	301-03-304-00000-533000	12/27/2024	540.01
3,849	City Utilities	UTILITIES - WRF	301-03-304-00000-533000	12/27/2024	2,253.43
3,849	City Utilities	UTILITIES - WRF	301-03-304-00000-533022	12/27/2024	101.28
3,849	City Utilities	UTILITIES - WRF	301-03-304-00000-533022	12/27/2024	104.32
3,849	City Utilities	UTILITIES - WRF	301-03-304-00000-533022	12/27/2024	75.43
3,849	City Utilities	UTILITIES - WRF	301-03-304-00000-533022	12/27/2024	50.50
3,803	Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	301-03-304-00000-539050	12/27/2024	0.95
3,804	McKay Auto Parts Inc	HI PWR II IND V-BELT, FHP POWERATED BELT	301-03-304-00000-545000	12/27/2024	125.91
3,777	EVOQUA WATER TECHNOL	REC'D 12/17/24- GAUGE TORGUE INDICATOR	301-03-304-00000-547000	12/27/2024	1,197.02
3,803	Mastercard	SHIPPING CREDIT FROM VENDOR FOR PRIOR ORDER- WRF	301-03-304-00000-547000	12/27/2024	-130.97
3,784	Hawkins Inc	DEMURRAGE	301-03-304-00000-549000	12/27/2024	40.00
3,826	THE C.I. THORNBURG	DELPAC - 3100 LB.	301-03-304-00000-549000	12/27/2024	1,953.00
				TOTAL	14,158.48
3,849	City Utilities	UTILITIES - WRF	301-03-305-00000-533000	12/27/2024	39.31
				TOTAL	39.31
3,803	Mastercard	DECEMBER MASTERCARD TRANSACTIONS PS	401-20-401-00000-524000	12/27/2024	61.35
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	401-20-401-00000-531000	12/27/2024	411.40
3,833	U S POSTAL SERVICE	POSTAGE READINGS FROM 08/21/24 THROUGH 12/13/24	401-20-401-00000-532000	12/27/2024	36.59
3,743	Ameren Illinois	GAS SERVICE	401-20-401-00000-533000	12/27/2024	335.04
3,849	City Utilities	UTILITIES- 1122 BROADWAY	401-20-401-00000-533000	12/27/2024	431.02
3,836	Verizon Wireless - S	VERIZON WIRELESS CHARGES	401-20-401-00000-536000	12/27/2024	5.43
3,806	MICK'S GARAGE INC.	AMBULANCE INSPECTION #1543	401-20-401-00000-536010	12/27/2024	39.00
3,747	BARNETT PEST Solutio	MONTHLY COMMERCIAL PEST CONTROL	401-20-401-00000-539000	12/27/2024	50.00

3,767 DANIEL L ROGERS	FY2024 ASSITANCE TO FIREFIGHTING GRANT	401-20-401-00000-539000	12/27/2024	1,200.00
3,767 DANIEL L ROGERS	FY2024 ASSITANCE TO FIREFIGHTING GRANT	401-20-401-00000-539000	12/27/2024	1,200.00
3,834 United Health Care	REFUND PAID BY VA- GARY WEISS 319924938-11	401-20-401-00000-539025	12/27/2024	233.51
3,788 Highland Communicati	HCS SERVICE- EMS	401-20-401-00000-539050	12/27/2024	280.96
3,803 Mastercard	DREAMSTIME.COM STOCK PHOTOGRAPHY SUBSCRIPTION	401-20-401-00000-539050	12/27/2024	1.64
3,836 Verizon Wireless - S	VERIZON WIRELESS CHARGES	401-20-401-00000-539050	12/27/2024	72.02
3,843 Zoll Data Systems In	ZOLL BILLING EMS 01/01/25-01/31/25	401-20-401-00000-539300	12/27/2024	1,547.65
3,742 AMAZON CAPITAL SERVI	1 QTY FIRE EXTINGUISHER TAGS	401-20-401-00000-543000	12/27/2024	49.99
3,750 Bound Tree Medical	EMS SUPPLIES	401-20-401-00000-543000	12/27/2024	545.97
		TOTAL		6,501.57
3,845 ALLIED WASTE TRANSP	RESIDENTIAL TRASH SERVICE 12/01/24-12/31/24	713-04-713-00000-539000	12/27/2024	111,582.97
3,845 ALLIED WASTE TRANSP	ADDITIONAL CONTAINERS 12/01/24-12/31/24	713-04-713-00000-539000	12/27/2024	308.57
3,845 ALLIED WASTE TRANSP	COMMERCIAL TRASH SERVICE 11/01/24-11/30/24	713-04-713-00000-539000	12/27/2024	63,351.48
		TOTAL		175,243.02
		<b>GRAND TOTAL</b>		<b>2,339,798.63</b>

Accepted by City Council January 06, 2025

Mayor:

Clerk: