

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
HIGHLAND CITY HALL
1115 BROADWAY
MONDAY, AUGUST 17, 2026
6:30 PM**

NOTE: This is an in person meeting. However, anyone wishing to monitor the meeting via phone may do so by following the instructions on page 3 of this agenda.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

- A. **MOTION** – Approve Minutes of August 3, 2026 Regular Session

PUBLIC FORUM:

- A. Citizens' Requests and Comments:

1. Veterans Day Parade – Special Event Application – Krystle Huelsmann, Representative (attached)
2. Highland Moose Lodge - Highland Moose Lodge Annual Chili Cook Off – Special Event Application – Kerry Fenton, Representative (attached)

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

- B. Requests of Council:

- C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Approve Mayor's Appointment of Andrea Garson to the Tree Commission (attached)
- B. **MOTION** – Approve Mayor's Reappointment of Robert Vance to the Combined Planning & Zoning Board (attached)
- C. **MOTION** – Award Bid # E-06-26, for Distribution System Line Clearance Services (attached)
- D. **MOTION** – Award Bid # PW-07-26, for Sealing Shared Use Paths 2026 (attached)
- E. **MOTION** – Bill #26-91/RESOLUTION Approving Third Amendment to Service Agreement Between The City of Highland and Momentum Telecom, Inc. (attached)
- F. **MOTION** – Bill #26-92/RESOLUTION Making Separate Statement of Findings of Fact in Connection With Ordinance Granting Special Use Permit for a Gym/Health Club Within the Industrial Zoning District at 620 13th Street, PIN # 01-2-24-05-10-101-034, Highland, Illinois 62249 (attached)

Continued

- G. **MOTION** – Bill #26-93/ORDINANCE Granting a Special Use Permit to Travis Tilton, for a Gym/Health Club Within the Industrial Zoning District at 620 13th Street, PIN # 01-2-24-05-10-101-034, Highland, Illinois 62249 (attached)
- H. **MOTION** – Bill #26-94/RESOLUTION Waiving Competitive Bidding Requirement and Authorizing Purchase of Meter Communication Modules with Associated Licenses from Tantalus Systems, Inc. (attached)
- I. **MOTION** – Bill #26-95/RESOLUTION Waiving Competitive Bidding Requirement and Authorizing Purchase of ITRON Electric Meters from Anixter Power Solutions, LLC (attached)
- J. **MOTION** – Bill #26-96/ORDINANCE Declaring Personal Property of the City of Highland, Illinois, Surplus and Authorizing its Sale and/or Disposal, Specifically, a 2000 Vermeer V5750 Trencher (Attached)
- K. **MOTION** – Bill #26-97/ORDINANCE Declaring Personal Property of the City of Highland, Illinois, Surplus and Authorizing its Sale and/or Disposal, Including a 1998 Chevrolet Cheyenne Pickup Truck (Attached)
- L. **MOTION** – Bill #26-98/ORDINANCE Approving and Authorizing Execution of a Development Agreement for a Project in Business District Project Area, with TBeard Inc. and Other Actions Related Thereto (attached)

REPORTS:

- A. **MOTION** – Accepting Expenditures Report #1320 for Aug. 1, 2026 through Aug. 14, 2026 (attached)

EXECUTIVE SESSION:

The City Council will conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following OMA exemption(s) allowing the meeting: **5 ILCS 120/2(c)(11) to discuss litigation.**

ADJOURNMENT:



Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Jackie Heimbürger, ADA Coordinator, by 9:00 AM on Monday, August 17, 2026.

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 #: 882530

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 cflake@highlandil.gov or, by using the citizens' portal on the city's website found here: https://www.highlandil.gov/citizen_request_center_app/index.php.

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

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Veterans Day Parade

Type of Event: ☐ Festival ☐ Race ☐ Other Fundraiser ☐ Service ☒ Parade
☐ Other (please specify): _____

Description of Event: Parade of Veterans from Intersection of Olive and Main Street to City Square.

Location of Event: City Square after Parade

Sponsoring Organization/Individual: Highland Moose Lodge #2479

Event Responsible Party: Highland Moose Lodge #2479

Address: % Jerry Minchey PO Box 296 Highland, IL 62249

Phone(s): Cell 314-566-2664

Email: J.minchey@hotmail.com

Date(s) of Set-up: November 8th 2026

Event Date(s) / Times: 1:00 P.M. thru 3:30 P.M.

Date(s) of Tear-down: November 8th 2026

Expected Attendance: 300-400

Alcohol License Required: ☐ Yes ☒ No
If yes, application submitted: ☐ Yes ☐ No

Sound Amplification System utilized: ☐ Yes ☒ No (Only available for the Square)
If yes, hours of operation: _____

Funding request of the Council: ☐ Yes ☒ No
Amount requested: \$ _____
Purpose for Funding: _____

Street Dept: Signage, Barricades, Street Closures (Specify): Signage for "No Parking" along parade route from Olive St., West on Main St. to Laurel St.

Electric Dept: Electrical Service, Lighting (Specify):
Electrical service at outlets on North side of Square and gazebo.

Public Safety: If anything needed in addition to below (Specify):

N/A

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

N/A

Other City Services: Restrooms City Officials, Refuse Dumpsters-Charges Apply (Specify):

North just off square.

Signs: Per the City of Highland's Municipal Code, signs are disallowed on public right-of-way. If you wish to display signs on right-of-way, please indicate the requested location of signs: _____

If approval is granted, signs must not be displayed within roundabouts or within any area that is difficult for vehicles to see around and creates a traffic safety issue. All signs within right-of-way must be displayed no more than two weeks prior to the event unless specifically requested and removed within two days after the event.

Specify Special Event or Ongoing Event (as defined above) _____

Specify Route Option # _____ (listed on attached Maps)

Route must be approved by Public Safety director before application can be brought to council for approval.

Check the boxes below for what Services apply and number of each service needed

(See Page 1&2 and Race Option/Maps provided for more information)

- ☒ **Police** – Number of officers needed for Event Police Chief or chief's representative to lead parade.
- ☐ **EMS** – Number of Emergency Medics needed for Event _____
- ☒ **Fire** – Number of Firefighters needed for Event for Parade

Application Checklist (Attachments):

- ☐ Council Meeting Scheduled for approval
- ☐ Certificate of Insurance: (Must attached for approval)
 - ☐ Must be General liability
 - ☐ \$1 Million per occurrence/\$2 million aggregate
 - ☐ City named as "additional insured" If Event is on city property.
- ☐ Site Plan Rendering
- ☐ Evacuation Plan
- ☐ Fire Plan
- ☐ Parking Plan

City Services Requested: – Please attach additional documents such as maps, flyers or any other detailed information.

Highland Moose Lodge #2479 Jerry Minchey

Event Sponsor Responsible Party

7/20/2026
Date

City Manager

Date

Parade Route



CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: Highland Moose Lodge Chili Cook Off

Type of Event: Festival Race X Other Fundraiser Service Parade
 Other (please specify):

Description of Event: Annual Chili Cook Off & Car Show

Location of Event: Downtown Square

Sponsoring Organization/Individual: Highland Moose Lodge 2479 & Rusty Rodz

Event Responsible Party: Kerry Fenton

Address: 2840 Aster Ct

Phone(s): 618 780 5156

Email: fentonkerry@gmail.com

Date(s) of Set-up: Saturday October 17

Event Date(s) / Times: Sunday October 18, 8am 3pm

Date(s) of Tear-down: Sunday October 18

Expected Attendance: 300+

Alcohol License Required: ☒ Yes ☐ No
If yes, application submitted: ☒ Yes ☐ No

Sound Amplification System utilized: ☐ Yes ☐ No (*Only available for the Square*)

If yes, hours of operation:

Funding request of the Council: Yes ☒ No

Amount requested: \$

Purpose for Funding:

Street Dept: Signage, Barricades, Street Closures (Specify): we would need no parking signs for the car show,

8am - 3pm on 10/18/26

Electric Dept: Electrical Service, Lighting (Specify):

Use of electric pods, may need to add the additional ones

Public Safety: If anything needed in addition to below (Specify):

* Insurance provided by Highland Moose Lodge #2479, will be turned in later

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

Other City Services: Restrooms, City Officials (Specify):

use of the restrooms at Plaza park

Refuse Dumpsters (Charges Apply): Contact Republic Services at 618-656-6883 to request a temporary dumpster.

Signs: Per the City of Highland's Municipal Code, signs are disallowed on public right-of-way. If you wish to display signs on right-of-way, please indicate the requested location of signs: Banner on the Square prior to the event

If approval is granted, signs must not be displayed within roundabouts or within any area that is difficult for vehicles to see around and creates a traffic safety issue. All signs within right-of-way must be displayed no more than two weeks prior to the event unless specifically requested and removed within two days after the event.

Specify Special Event or Ongoing Event (as defined above) _____

Specify Route Option # _____ (listed on attached Maps)

Route must be approved by Public Safety director before application can be brought to council for approval.

Check the boxes below for what Services apply and number of each service needed
(See Page 1&2 and Race Option/Maps provided for more information)

☐ **Police** – Number of officers needed for Event _____

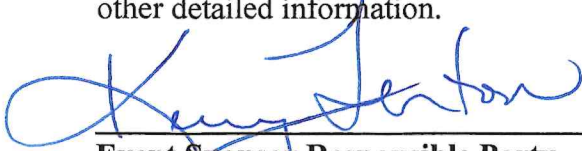
☐ **EMS** – Number of Emergency Medics needed for Event _____

☐ **Fire** – Number of Firefighters needed for Event _____

Application Checklist (Attachments):

- ☐ Council Meeting Scheduled for approval
- ☐ Certificate of Insurance: (Must attached for approval)
 - o Must be General liability
 - o \$1 Million per occurrence/\$2 million aggregate
 - o City named as "additional insured" If Event is on city property.
- ☐ Site Plan Rendering
- ☐ Evacuation Plan
- ☐ Fire Plan
- ☐ Parking Plan

City Services Requested: – Please attach additional documents such as maps, flyers or any other detailed information.



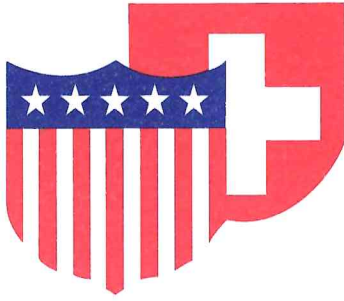
Event Sponsor Responsible Party

8/4/26

Date

City Manager

Date



City of Highland

MEMO TO: City Council Members

FROM: Mayor Kevin B. Hemann

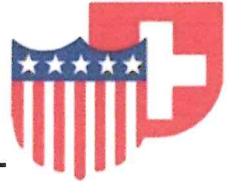
SUBJECT: Appointment to Tree Commission

DATE: August 14, 2026

A vacancy exists on the city's Tree Commission. I have received an application from Andrea Garson indicating her desire to be appointed to this position. Andrea is a member of the Highland Garden Club and I believe she would be an asset to the Tree Commission. I am therefore, requesting your approval of my appointment of Mrs. Andrea Garson to serve the remainder of this term, which expires in July 2027.

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.

Andrea Lynn Garson
First Middle Last
Home Address 801 12th St. Highland 62249
Street City Zip
Date of birth: 08/01/87 Do you reside within the City limits? ☒ Yes ☐ No How long? 39 yr
Home Telephone (618) 670-0151 Daytime Telephone _____
Occupation Self-employed Place of Employment Room by Room
Residential & commercial cleaning Cleaning Services
E-Mail Address(es) andrea garson2015@gmail.com
Have you ever been convicted of a felony? Yes ☐ No ☒
List Board(s) or Commission(s) you're interested in: Tree Commission

What experience do you possess that you believe qualifies you to serve? I had in the
past volunteered with the Highland Garden Club. I am currently
a member. I have completed the Illinois Master Gardener Program
for personal hobbies and enjoyment. Also landscape design/garden
Please list your interests/hobbies: I enjoy art, gardening/landscaping, and baking design

You may attach additional information to support this application.

References: Dee Luitjoh Highland (618) 781-1388
Name Address Phone
Frank Crossin Lee Rd Highland (618) 444-0387
Name Address Phone

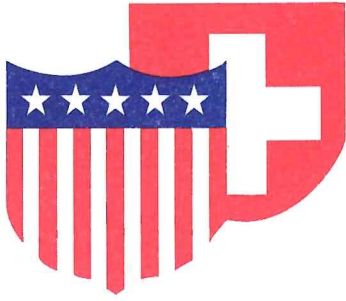
I certify that the information given herein is true and complete. By signing this application, I hereby authorize an investigation of all statements contained in this application for appointment as may be necessary in arriving at a decision regarding the possibility of appointment.

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

Signature of Applicant Andrea Garson Date 8/5/2020
Return completed applications to:

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

Or you may fax to: (618.654.4768)



City of Highland

MEMO TO: City Council Members

FROM: Kevin B. Hemann, Mayor

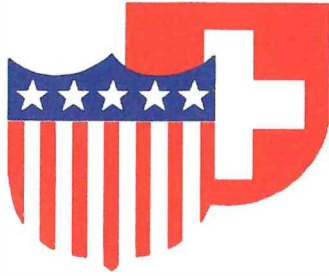
SUBJECT: Re-Appointment to Combined Planning & Zoning Board

DATE: August 14, 2026

The current term of Mr. Bob Vance of the Combined Planning and Zoning Board will expire on August 31st. Bob has proven to be an asset on the board and has agreed to serve an additional term.

I am therefore asking that you approve the re-appointment of Mr. Bob Vance to the Combined Planning and Zoning Board for an additional five-year term which will expire August 31, 2031.

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



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: August 13, 2026
Subject: Award of Distribution System Line Clearance Services, E-06-26

RECOMMENDATION

Since Siebert Tree of Lake Villa, IL was the only bidder as can be seen on the attached Bid Tabulation Sheet, I recommend that you seek council approval to issue a purchase order to Siebert Tree for the performance of Distribution System Line Clearance Services in the amount of \$112,000.

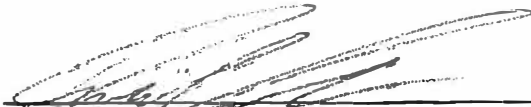
DISCUSSION

Although we have our own full time line clearance personnel, it is hard for them to keep up with the tree growth throughout the system, especially with the amount of trees we have as a "Tree City USA" community. In the proposed area the trees are encroaching upon the power lines which causes reliability concerns. The area that was selected is one in which access is difficult and many of the trees will have to be manually climbed as opposed to utilizing automated lifts. That said it is a very time consuming area and our guys time is much better spent trimming other areas and lines while a contractor takes care of this area. It is imperative that we remove this foliage before it causes a large interruption in service. Council approved the expenditure during the budget approval process for FY2027.

FISCAL IMPACT

We have an allocated budget of \$170,000 for this project. If approved it will be invoiced to GL#101-104-5-390-40.

CONCURRENCE

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

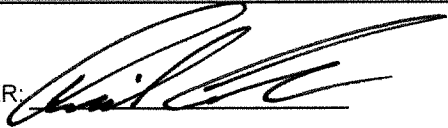
CITY OF HIGHLAND-----BID TABULATION-----ELECTRIC

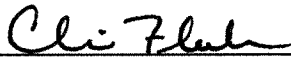
BID OPENING
PLACE: City Hall
TIME: 10:00 a.m.
DATE: 8/13/2026

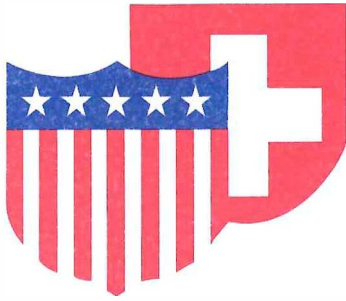
PROJECT # / DESCRIPTION:

Distribution System Line Clearance Services, E-06-26

Bidders	Bid Security	Total Price	Addendum
Siebert Tree Service + Crowley Tree Experts, Inc.		\$112,000.00	

BID OPENER: 
Dan Cook

BID RECORDER: 
Christopher Flake



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: August 12, 2026
SUBJECT: Sealing Asphalt Shared Use Paths 2026, PW-07-26
Recommendation for Award

RECOMMENDATION

I recommend that you request council approval to award a contract to Asphalt Services LLC in Maryland Heights, Missouri, for \$20,099.00.

DISCUSSION

We opened bids on August 12, 2026. The bidding was competitive, and the details are attached. This project will improve the shared use paths along Iberg Road, Troxler Avenue from U.S. Hwy. 40 to State Route 160, and State Route 160 from Troxler to the entrance of St. Joseph's Hospital. The project is similar to last year's along Frank Watson Parkway, Koepfli Lane, and Sportsman Road.

FISCAL IMPACT

The project is funded with Non Home Rule Sales Tax funds supplemented by a grant from ACT for \$10,510.50.

CONCURRENCE

Recommended by: _____
Joe Gillespie, Director of Public Works

Approved by: _____
Christopher Conrad, City Manager

CITY OF HIGHLAND-----BID TABULATION-----DEPARTMENT OF PUBLIC WORKS

BID OPENING

PLACE: City Hall

TIME: 10:00 a.m.

DATE: 8/12/2026

PROJECT # / DESCRIPTION:

Sealing Asphalt Shared Use Paths 2026, PW-07-26

		Total Price
Bidders	Bid Security	
STUTZ EXCAVATING, INC. AULTON, IL	✓	\$52,350.00
ASPHALT SERVICES LLC MARYLAND HEIGHTS, MO	✓	\$20,099.00
SOMMENBERG ASPHALT CO. INC. BELLEVILLE, IL	✓	\$34,973.00

BID OPENER: JOE GILLESPIE
(print name)

BID RECORDER: JEFF VOSS
(print name)



To: Chris Conrad, City Manager

From: Jordan Bauer, Manager

Date: August 4, 2026

Subject: Momentum Telecom Services Agreement Amendment to Exhibit C

Recommendation:

I respectfully recommend approval of an amendment to Exhibit C of the Service Agreement with Momentum Telecom, Inc. This amendment will authorize Highland Communication Services to purchase certain voice equipment directly from Momentum Telecom, Inc.

Discussion:

Momentum Telecom, Inc, our current voice service provider, has begun allowing its authorized partners to purchase certain voice equipment directly from the company.

Purchasing equipment directly from Momentum Telecom will provide several operational benefits, including shorter lead times, guaranteed next business day shipping on eligible equipment, and improved product availability. This will allow Highland Communication Services to respond more quickly to customer needs.

Financial Impact:

Purchasing equipment directly through Momentum Telecom will allow Highland Communication Services to obtain the most competitive pricing available on eligible voice equipment, resulting in reduced equipment costs.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THIRD AMENDMENT TO SERVICE AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND MOMENTUM TELECOM, 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 been contacted by Momentum Telecom, Inc. (“Momentum”) regarding the ability of its authorized partners to purchase certain voice equipment directly from Momentum; and

WHEREAS, Momentum is the current voice service provider for the City; and

WHEREAS, City desires to amend the current Service Agreement between City and Momentum to include the ability of City to purchase certain voice equipment directly from Momentum; and

WHEREAS, the Third Amendment to Service Agreement between City and Momentum shall amend the previous Amended Agreement dated May 1, 2023; and

WHEREAS, the Third Amendment to Service Agreement between City and Momentum permit City to purchase certain voice equipment directly from Momentum; and

WHEREAS, the Third Amendment to Service Agreement between City and Momentum will amend the existing Agreement (attached hereto as **Exhibit A**) (“Amendment”); and

WHEREAS, Momentum has provided to the City a complete copy of the proposed Third Amendment to Service Agreement (attached hereto as **Exhibit A**); and

WHEREAS, the Highland Communication Services (“HCS”) Manager has informed the City Council that the Amendment will allow HCS to obtain the most competitive pricing available on eligible voice equipment, resulting in reduced equipment costs; and

WHEREAS, City Council finds that the terms of the proposed Third Amendment to Service Agreement between City and Momentum is acceptable; and

WHEREAS, City Council finds that the terms of the proposed Third Amendment to Service Agreement between City and Momentum should be approved; and

WHEREAS, City Council finds that the City Manager and/or Mayor should be authorized and directed to execute the Third Amendment to Service Agreement between City and Momentum.

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

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

Section 2. The Third Amendment to Service Agreement between City and Momentum (**Exhibit A**) is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of City, to execute the Third Amendment to Service Agreement between City and Momentum (**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 _____, 2026, 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

Momentum Telecom, Inc.
Two Ravinia Drive, NE | Suite 1630
Atlanta, GA 30346
Tel: (205) 978-3425 Fax: (678) 581-8306

Momentum Telecom USE ONLY
Customer ID: _____

Amendment #3 to Services Agreement

This Amendment #3 to Services Agreement ("Amendment #3") between Momentum Telecom, Inc. ("Momentum") and City of Highland, Illinois ("Customer") is made effective as of the date of last execution below (the "Amendment #3 Effective Date"). This Amendment amends that certain Services Agreement and Exhibit C: Voice Services between Momentum and Customer effective as May 1, 2023 (the Service Agreement and Exhibit C, as amended by Amendment #1 to Services Agreement effective as of March 1, 2018, as subsequently amended by Amendment #2 to the Services Agreement effective as of May 1, 2023, collectively referred to as the "Agreement")

WHEREAS:

1. Momentum and Customer acknowledge that the foregoing is correct and true.
2. The Parties desire to amend the Agreement to allow Customer to purchase certain equipment from Momentum, under the terms herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth below, the parties agree as follows:

1. Amendment to Exhibit C - Voice Services. Effective as of the Amendment #3 Effective Date, the Equipment Sales Addendum attached hereto is hereby incorporated into the Agreement by reference and included as part of Exhibit C: Voice Services.
2. Effect of Amendment. This Amendment incorporates the terms and conditions of the Agreement by reference. The provisions of the Agreement are amended and modified by the provisions of this Amendment. If any provisions of the Agreement are materially different from or inconsistent with any of the provisions of this Amendment, the provisions of the Amendment shall control, and the provisions of the Agreement shall, to the extent of such difference or inconsistency, be deemed to be amended and modified to the extent provided herein but are otherwise ratified as being in full force and effect. This Amendment and Agreement, as amended and modified by this Amendment, shall constitute and be construed as a single agreement.

Momentum and Customer have caused this Amendment #3 to be executed by their duly authorized representatives as of the Amendment #3 Effective Date.

Momentum Telecom, Inc.

City of Highland, Illinois (Customer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EQUIPMENT SALES ADDENDUM

This Addendum ("Addendum") is attached to and made part of Exhibit C: Voice Services ("Exhibit C") and the Services Agreement (Exhibit C and the Services Agreement collectively, the "Agreement") between Momentum and Customer. Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. Scope of Equipment Sales; Minimum Order

Momentum may, at Customer's request, facilitate the sale of certain equipment, devices, or hardware ("Equipment") to Customer for Customer's internal use or resale. All such Equipment sales are made solely as a pass-through transaction from the underlying manufacturer or authorized distributor. Each Equipment Order shall be subject to a non-recurring charge minimum of \$2,000.00.

2. Delivery and Acceptance.

Customer is responsible for the shipping charges associated with the initial delivery of the Equipment. Customer will be deemed to have accepted the Equipment unless Customer notifies Momentum in writing within ten (10) days of delivery of an error or defect in the Equipment. If Customer receives defective Equipment, Customer may contact its dedicated Momentum Account Manager or whitelabelam@gomomentum.com or call 1-877-440-1989 option 2, to make arrangements for the return and/or replacement of the Equipment. Subject to the foregoing exceptions, ALL EQUIPMENT SALES ARE FINAL.

3. No Momentum Warranty; Manufacturer Warranty Only

Momentum makes no representation or warranty of any kind, express or implied, regarding the Equipment, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, performance, or suitability. The only warranty applicable to the Equipment is the manufacturer's warranty (if any) which Momentum shall pass to Customer. All warranty claims, remedies, or recourse shall be made solely against the manufacturer, and Momentum shall have no liability regarding any warranty or performance issue associated with the Equipment. Momentum shall reasonably cooperate in facilitating any Customer warranty claim. Customer is solely responsible for determining the existence, scope, and duration of any manufacturer warranty, any limitations, exclusions, or conditions applicable to such warranty, and the transferability of such warranty.

4. No Support Obligations

Maintaining and managing the Equipment shall be solely Customer's responsibility. Except for Momentum's existing obligations under the Agreement unrelated to Equipment, Momentum shall have no duty to provide support, configuration, device management, troubleshooting, replacement, or ongoing maintenance for the Equipment.

5. No Liability to Third Parties or End Users

If Customer resells, leases, loans, rents, or otherwise provides the Equipment to a third party or end user ("End User"): (a) Momentum shall have no obligation, duty, or liability of any kind to any End User; (b) Customer shall fully assume all obligations and liabilities arising out of Customer's resale or provision of Equipment to any End User; and (c) Customer shall ensure that End Users receive appropriate disclosures regarding warranty limitations.

6. Ordering and Vendor Selection

Momentum may procure Equipment from any vendor or manufacturer it deems appropriate. Customer acknowledges that Customer preferences regarding vendors or models shall not restrict Momentum's sourcing choices.

7. Pricing and Payment

Pricing for the Equipment shall be provided to Customer prior to order placement. All Equipment sales are non-cancelable and non-returnable, except as permitted by the manufacturer's policies.

8. Title and Risk of Loss

Title and risk of loss for the Equipment shall pass to Customer upon the earlier of delivery to the carrier or delivery to Customer.

9. Limitation of Liability

Subject and in addition to the limitation of liability provisions of the Agreement, Momentum's total liability related to Equipment shall not exceed the amount paid by Customer for the specific Equipment at issue.

10. No Modification of Agreement

Except as expressly modified herein, all other terms of the Agreement remain unchanged.

RESOLUTION NO. _____

**AN RESOLUTION MAKING SEPARATE STATEMENT OF FINDINGS OF FACT
IN CONNECTION WITH ORDINANCE GRANTING SPECIAL USE PERMIT FOR A
GYM/HEALTH CLUB WITHIN THE INDUSTRIAL ZONING DISTRICT AT 620 13th
STREET, PIN# 01-2-24-05-10-101-034, HIGHLAND, ILLINOIS 62249**

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

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

WHEREAS, Travis Tilton, of 1417 Lemon Street, Highland, Illinois, (“Owner”) has filed a Special Use Permit Application to allow for a gym/health club within the Industrial zoning district at 620 13th Street, Highland, Illinois (PIN# 01-2-24-05-10-101-034), in accord with the *Code of Ordinances, City of Highland*; and

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

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

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

WHEREAS, CPZB recommended approval of this Special Use pursuant to **Exhibit A** and **Exhibit B**. See CPZB Determination of Special Use Permit attached hereto as **Exhibit C**.

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

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

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

- (b) The CPZB met in regular session on August 5, 2026, at 7:00 p.m., to consider and act upon the Special Use Permit Application.
- (c) Public notice of the hearing to be held at the CPZB meeting was published pursuant to Illinois state law, and the applicant was notified of the hearing to be held at the meeting by first class mail, with postage thereon fully prepaid.
- (d) At the hearing, the CPZB took and heard evidence, and the CPZB prepared and submitted its advisory report to the City Council recommending approval of the Special Use Permit Application.
- (e) The City Council finds the steps recited above, in compliance with the *Code of Ordinances, City of Highland*, to be facts, and further finds and determines that the matters and proceedings to date are in accordance with the *Code of Ordinances, City of Highland*.

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

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

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

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

This Resolution adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the _____ day of _____, 2026, the vote taken by ayes and noes and entered upon the legislative records as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois

EXHIBIT "A"
Special Use Permit Application

SUP-0626-0036

Return Form To:

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

For Office Use Only

Date Submitted: 6/17/26
Filing Fee: \$ 250
Date Paid: 6/17/26
Date Advertised:
Date Notices Sent:
Public Hearing Date:
Zoning File #:

APPLICANT INFORMATION:

Applicant: Travis Tilton Phone: 618-410-0447
Address: 1412 Lemon St Zip: 62249
Email Address: travis@alphasgym.com
Owner: Travis Tilton Phone:
Address: Same Zip:
Email Address:

PROPERTY INFORMATION:

Street Address of Parcel ID of Property: 620 13th St
Property is Located In (Legal Description): Attached as Exhibit A
Present Zoning Classification: I Acreage: .04 acres
Present Use of Property: Vacant factory
Proposed Land Use: Gym / Health Club

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

Propose to operate a gym at the location.
requesting a special use permit per recent zoning
ordinance change regarding "I" classification
allowances

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Home & Business</u>	<u>R-1-D & I</u>
South	<u>Mosaic Church</u>	<u>I</u>
East	<u>Home</u>	<u>R-1-D</u>
West	<u>Abandoned Brewery</u>	<u>I</u>

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

If Yes, what length of time? _____

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

THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:

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

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

2025R29468
STATE OF ILLINOIS
MADISON COUNTY
10/21/2025 12:27 PM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE: 97.50
ST STAMP FEE: 195.00
RHSPS FEE: 18.00
OF PAGES: 4

PTAX-053172

H250616

THE ABOVE SPACE FOR RECORDER'S USE ONLY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor:

Conor Davis Kutz, surviving joint tenant of David Carl Kutz, deceased

AKA Connor Davis Kutz

for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to

Travis Tilton and Laura Vahlkamp, a married couple, not as tenants in common, but as joint tenants with right of survivorship

whose address is: **1417 Lemon St., Highland, IL 62249**

the following described real estate commonly known as **618-620 13th St., Highland, IL 62249**

See Exhibit A for Legal Description

situated in **Madison** County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.



**THIS IS A LEGAL DOCUMENT - CONSULT YOUR PRIVATE ATTORNEY
AFFIDAVIT TO COMPLY WITH PLAT ACT AND TRACT
SURVEY REQUIREMENTS**

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

(X) A. NOT A DIVISION OF LAND
(parcel lines unchanged)

() C. DIVISION FOR TAXING PURPOSES ONLY (parcel lines change)

() B. A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS TO THE PLAT ACT:

- | | |
|---|--|
| <p>___ 1. A DIVISION OR SUBDIVISION OF LAND INTO TRACTS OF 5 ACRES OR MORE NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS WITH A MINIMUM OF FIVE (5) ACRES RESIDUE OR GRANDFATHERED UNDER PRIOR APPROVED PLAT BY LAND USE COMMITTEE;</p> <p>___ 2. A DIVISION OF LOTS OR BLOCKS OF LESS THAN 1 ACRE IN A RECORDED SUBDIVISION NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;</p> <p>___ 3. A SALE OR EXCHANGE OF LAND BETWEEN OWNERS OF ADJOINING AND CONTIGUOUS LAND;</p> <p>___ 4. A CONVEYANCE OF LAND FOR USE AS A RIGHT OF WAY FOR PUBLIC UTILITIES AND OTHER PIPELINES NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;</p> | <p>___ 5. A CONVEYANCE OF LAND OWNED BY A PUBLIC UTILITY NOT INVOLVING NEW STREETS OR EASEMENTS OF ACCESS;</p> <p>___ 6. A CONVEYANCE OF LAND FOR HIGHWAY OR OTHER PUBLIC PURPOSE OR RELATING TO A DEDICATION OF LAND FOR OR VACATION OF LAND SUBJECT TO A PUBLIC USE;</p> <p>___ 7. A CONVEYANCE TO CORRECT DESCRIPTION IN PRIOR CONVEYANCE;</p> <p>___ 8. THE SALE OR EXCHANGE OF PARCELS OF LAND FOLLOWING THE DIVISION INTO NO MORE THAN 2 PARTS OF A PARCEL EXISTING ON 7/17/59 AND INVOLVING NO NEW STREETS OR EASEMENTS OF ACCESS;</p> <p>___ 9. THE SALE OF A SINGLE LOT/TRACT LESS THAN 5 ACRES FROM A LARGER TRACT. (EXCEPTION ONLY APPLIES TO THE 1ST LOT CONVEYED UNDER 5 ACRES FROM A LARGER TRACT AS IT EXISTED ON 10/1/73). (THE SINGLE TRACT OF LESS THAN 5 ACRES MUST HAVE BEEN SURVEYED BY AN ILLINOIS REGISTERED LAND SURVEYOR WHOSE SURVEY MUST HAVE BEEN RECORDED OR ACCOMPANY THE DEED.)</p> |
|---|--|

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

IF "B OR C" IS MARKED ABOVE, APPROVAL BY THE MAPS & PLATS GIS DIVISION IS REQUIRED.

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

X Conor Davis Kutz

Conor

H250616

Date: 10/17/25

Subscribed and sworn to before me: 10/17/2025

Angela M. Fears
Notary Public

ANGELA M. FEARS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/20/2026

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

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

Date Submitted to Municipality(s) _____ Please Check One () Municipality Jurisdiction () County Jurisdiction

Municipality(s) With Jurisdiction _____

Municipal Planning Officials Signature _____

Print Name _____

Date _____

Municipal Planning Officials Signature _____

Print Name _____

Date _____

Dated this 17 day of October, 2025


Conor Davis Kutz AKA Connor Davis Kutz

STATE OF ILLINOIS

COUNTY OF MADISON

)
)
)
SS

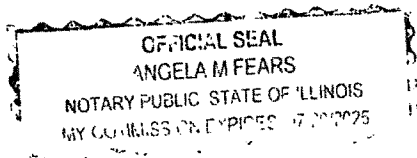
I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that

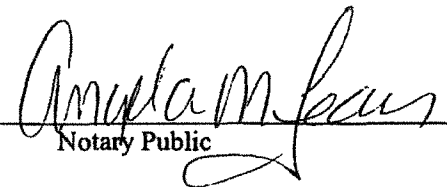
Conor Davis Kutz, surviving joint tenant of **David Carl Kutz**, deceased
AKA Connor Davis Kutz

known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 17 day of October, 2025.

My commission expires:




Notary Public

Notary Public

THIS INSTRUMENT PREPARED BY

CTE Law, PLLC
2600-D State Street
Alton, IL 62002

FUTURE TAX BILLS

should be sent to:

Travis Tilton and Laura Vahlkamp
1417 Lemon St.
Highland, IL 62244

PLEASE RETURN THIS DOCUMENT Re: H250616 TO:

Highland Community Title, LLC
901 Main Street
Highland, IL 62249

Exhibit A

All of Block 69 in an Extended Addition to Highland, also known as Joseph Suppiger's Addition to Highland, as the same appears from plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 2 Page 20 EXCEPT that part of said Block 69 described as follows, to-wit: Beginning at a point on the North line of said Block 69 one hundred thirty-five feet and 6 inches West of the Northeast corner of said Block 69; thence in a straight line in a Southeasterly direction to a point on the South line of said Block 69, which point is one hundred twenty-one feet and six inches West of the Southeast corner of Block 69; thence West on and along the South line of Block 69 to the Southwest corner of said Block 69; thence North on and along the West line of said Block 69 to the Northwest corner of said Block 69; thence East on and along the North line of said Block 69 to the place of beginning.

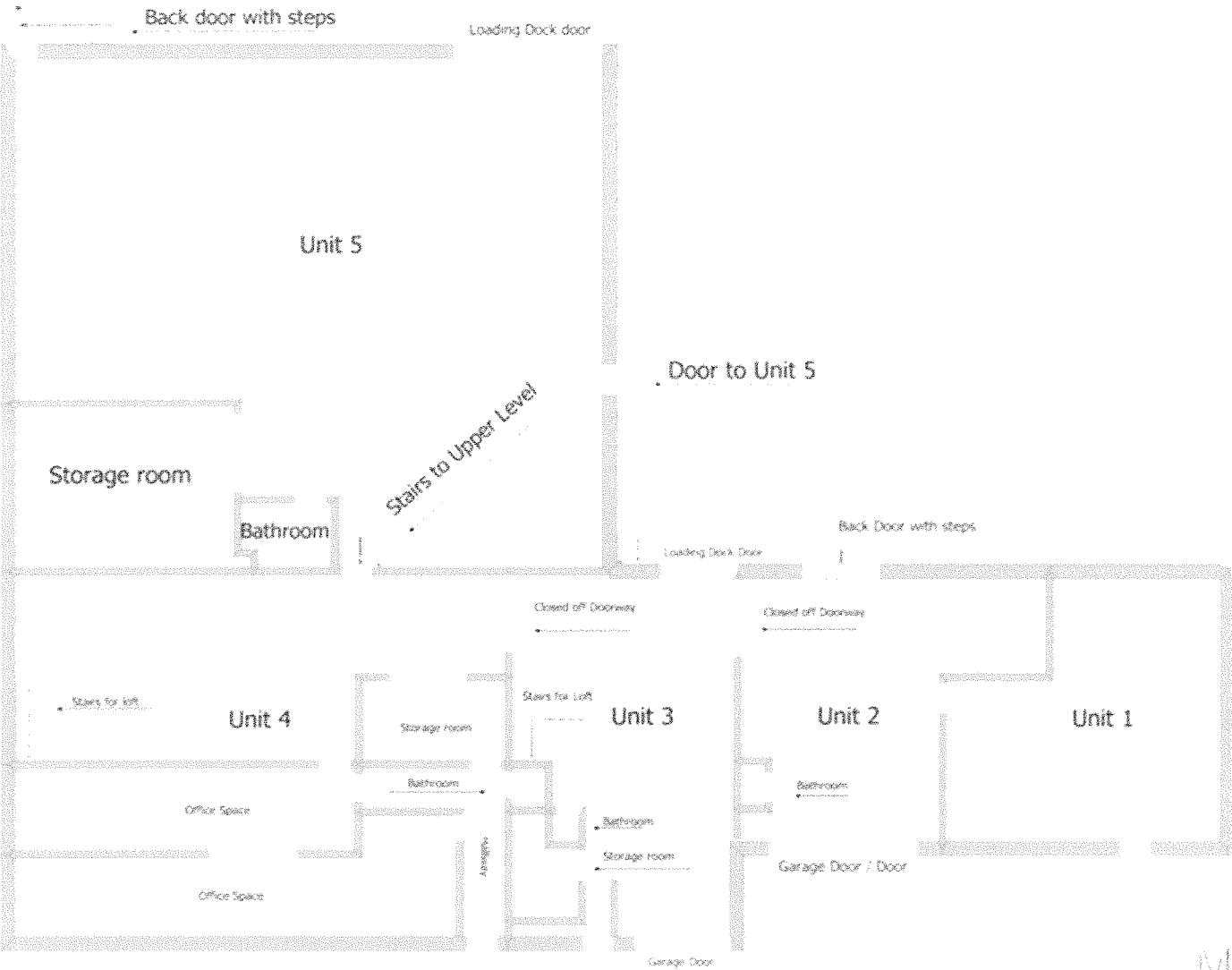
Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

PPN: 01-2-24-05-10-101-034

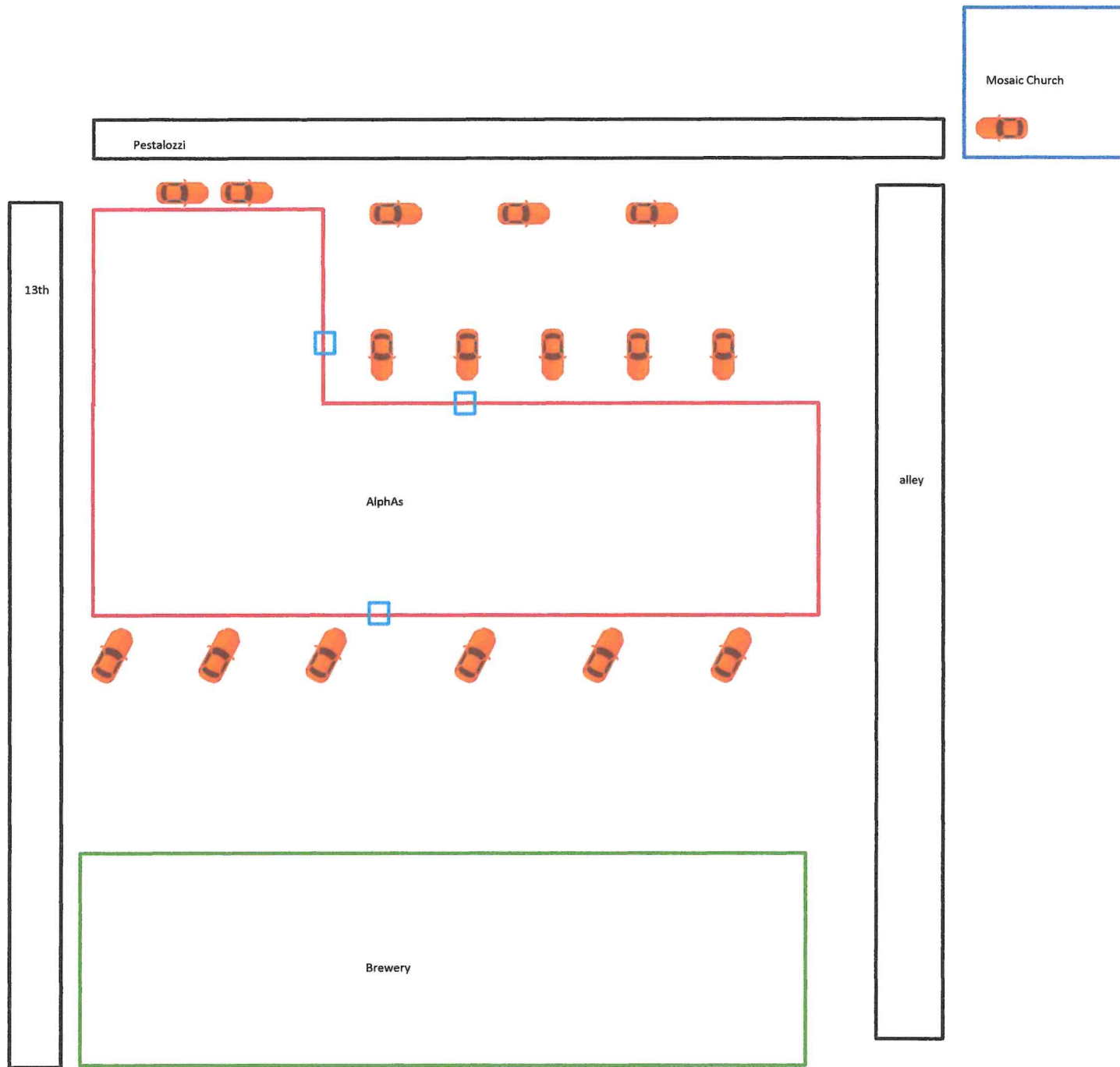
New Building Layout

Wednesday, September 3, 2025 12:03 PM



Parking

Tuesday, February 24, 2026 11:46 AM



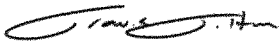
Shared Parking Agreement

This agreement is made between **AlphAs Gym**, located in Highland, Illinois, and **Mosaic Church**, located in Highland, Illinois.

Both organizations agree to allow the members, guests, and visitors of the other organization to use their available parking spaces when attending activities, events, or services.

1. Parking may be used only while attending activities, events, or services at AlphAs Gym or Mosaic Church.
2. Each organization will ask its members and guests to park respectfully and avoid blocking entrances, driveways, or reserved areas.
3. Each organization remains responsible for its own property and assumes no liability for damage, theft, or accidents involving vehicles parked on the other party's lot.
4. Either party may terminate this agreement at any time with written notice.

This agreement is intended to promote cooperation and convenience for both organizations and their communities.



AlphAs Gym Representative

Date: 3/5/26



Mosaic Church Representative

Date: 2/5/26

Alphas Gym LLC
2679 Northtown Way
Highland, IL. 62249

702345/819 9142

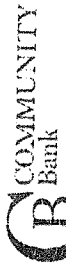
6/17/20

DATE

PAY TO THE
ORDER OF City of Highland \$ 250.00

One Hundred Fifty x 4/4

DOLLARS



COMMUNITY
Bank

FOR Special use app

MP

⑆081923452⑆

513467619142

Security features
included.
Details on back

MEMORANDUM

Meeting Date: August 5, 2026

From: Emily Calderon, AICP, Moran Economic Development

Location: PIN# 01-2-24-05-10-101-034

Zoning Request: Special Use Permit

Description: SUP to allow a gym / health club at 620 13th Street

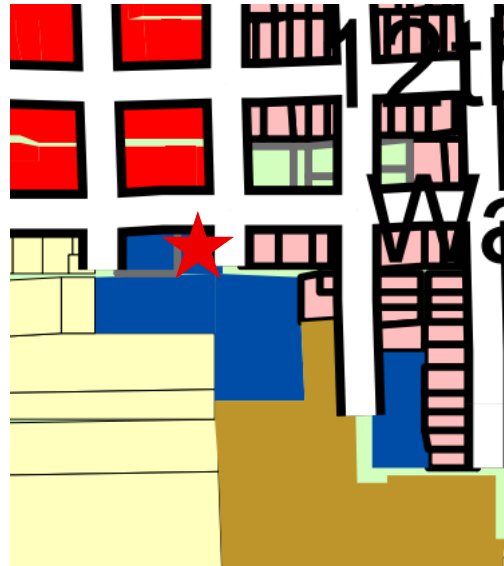
Proposal Summary

The applicant and property owner of the subject property is Travis Tilton (1417 Lemon Street, Highland, IL). The applicant is requesting a **Special Use Permit to allow a gym / health club** at 620 13th Street in Highland. The property is currently zoned “I” (Industrial) District.

Comprehensive Plan Consideration

The Comprehensive Plan and Future Land Use Map are considered policy guides to current and future development. While they do not have the force of an ordinance, it is generally recommended that municipalities adhere to the findings, policies, principles, and recommendations in these documents. Changes and deviations are permissible, but they should be reasonably justified.

The subject property is denoted as Industrial on the Comprehensive Plan’s Future Land Use Map. The applicant’s request is consistent with the Future Land Use Map and the goals and policies established within the Comprehensive Plan.



Surrounding Uses

Direction	Zoning District	Existing Land Use
North	R1D and Industrial	Single Family Homes
South	Industrial	Church, Vacant Lot
East	R1D	Vacant
West	Industrial	Vacant brewery building

MEMORANDUM

Standards of Review for Special Use Permits

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

1. Whether the proposed amendment or special use is consistent with the city's comprehensive plan.

The proposed SUP is consistent with the Comprehensive Plan.

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

With the proposed parking plan and shared parking agreement, there is no anticipated negative impact on public utilities or traffic circulation.

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

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

4. The effect the proposed special use would have on the value of neighboring property and on this city's overall tax base.

The proposed Special Use will not negatively impact the neighborhood or the City.

5. The effect the proposed special use would have on public utilities.

The proposed special use will not have an impact on public utilities.

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

There are no special facilities near the proposed special use which require special protection.

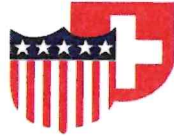


Staff Discussion & Recommendation

The use of a gym / fitness center proposed under this Special Use Permit is appropriate. Any parking concerns have been addressed with the shared parking agreement with Mosaic Church, located to the south of the subject property. At this time, no parking lot improvements are proposed, with the exception of creating the required ADA spaces on-site. Approval of the Special Use Permit is recommended.

Aerial Photograph





City of Highland
Building and Zoning

Combined Planning and Zoning Board

Exhibit "C"

Determination of Special Use Permit

Date Submitted: 6/17/2026
Filing Fees: \$250.00
Date Paid: 6/17/2026
Date Advertised: 7/16/2026
Date of Sent Notice: 7/15/2026
Meeting Date: 8/05/2026

On August 5, 2026, the City of Highland Combined Planning and Zoning Board at its regular meeting approved, approved with condition(s), denied a Special Use Permit for the following:

Travis Tilton of 1417 Lemon Street, Highland, IL, has requested a Special Use Permit to use the property at 620 13th Street for a gym / health club. The property is currently zoned I, Industrial District, and is more specifically identified as parcel 01-2-24-05-10-101-034.

The City Council will consider the recommendation of the Combined Planning and Zoning Board at their meeting to be held on August 17, 2026.

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

Conditions (if any): —

Anthony Walker

Chairperson of the Combined Planning and Zoning Board

Date:

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO TRAVIS TILTON, FOR A GYM/HEALTHCLUB WITHIN THE INDUSTRIAL ZONING DISTRICT AT 620 13TH STREET, PIN # 01-2-24-05-10-101-034, HIGHLAND, ILLINOIS 62249

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND, AS FOLLOWS:

Section 1. Travis Tilton (1417 Lemon Street, Highland, Illinois) is hereby granted a Special Use Permit in the “Industrial” zoning district, as defined in Chapter 90 of the *Code of Ordinances, City of Highland*, for a gym/health club at 620 13th Street, Highland, Illinois 62249.

Section 2. The Special Use Permit is granted.

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

This Ordinance adopted by the City Council of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2026, the vote taken by ayes and noes and entered upon the legislative records as follows:

AYES:

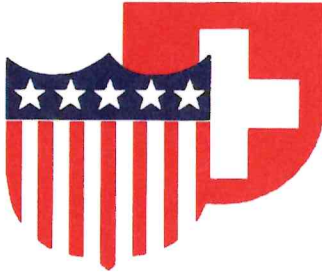
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: August 5, 2026
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 \$57,684.75 for Intelligent Endpoint Modules and Endpoint Licenses as detailed in the attached quotation.

DISCUSSION

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

FISCAL IMPACT

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

CONCURRENCE

Recommended by: _____

Daniel Cook, Director of Light & Power

Approved by: _____

Chris Conrad, City Manager

RESOLUTION NO. _____

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

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

WHEREAS, City has determined the Light & Power Department has a need for 300 model # TC-1220-RD meter communication modules, 300 model # TC-1220-RD meter communication modules with associated licenses, and 45 PP-1316 meter communication modules; and

WHEREAS, City has determined the 300 model # TC-1220-RD meter communication modules, 300 model #TC-1220-RD meter communication modules with associated licenses, and 45 PP-1316 meter communication modules should be purchased from Tantalus Systems, Inc. (“Tantalus”) in the amount of \$57,684.75 (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 300 model #TC-1220-RD meter communication modules, 300 model #TC-1220-RD meter communication modules with associated licenses, and 45 PP-1316 meter communication modules; and

WHEREAS, the Director of Light & Power has informed the City Council the model # TC-1220-RD meter communication modules, model # TC-1220-RD meter communication modules with associated licenses, and PP-1316 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, model # TC-1220-RD meter communication modules with associated licenses, and PP-1316 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 300 model # TC-1220-RD meter communication modules, 300 model # TC-1220-RD meter communication modules with associated licenses, and 45 PP-1316 meter communication modules, sold by Tantalus, will be funded from money budgeted and approved for the current fiscal year under GL#101-104-5-530-60; and

WHEREAS, the City Council finds that the Quotation (**Exhibit A**) for the purchase of 300 model # TC-1220-RD meter communication modules, 300 model # TC-1220-RD meter communication modules with associated licenses, and 45 PP-1316 meter communication modules, sold by Tantalus, for the amount of \$57,684.75 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 300 model # TC-1220-RD meter communication modules, 300 model # TC-1220-RD meter communication modules with associated licenses, and 45 PP-1316 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 300 model # TC-1220-RD meter communication modules, 300 model # TC-1220-RD meter communication modules with associated licenses, and 45 PP-1316 meter communication modules, sold by Tantalus, for the amount of \$57,684.75, 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 _____, 2026, 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



August 5, 2026

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. ("**Tantalus**")
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>CFP – Replacement modules.</i>	\$76.00	300	\$22,800.00
TC-1220-RD	C2S Intelligent Endpoint Module - Itron CENTRON C2SXD - 240V <i>CFP – Modules to be shipped to Itron.</i>	\$76.00	300	\$22,800.00
PP-1316	Itron Sentinel Intelligent Endpoint Module Replacement Modules.	\$241.55	45	\$10,869.75
NSE-201	<i>TRUConnect Software Endpoint</i>	\$4.05	300	\$1,215.00
			Total:	\$57,684.75

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 Network 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
(20260717)

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, applicable Services and Technical Support, 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, applicable Services, and/or Technical Support quoted therein; (b) Customer delivers a signed Purchase Order for all or any portion of the Network Equipment, applicable Services, and/or Technical Support or (c) Tantalus ships or provides all or any portion of the Network Equipment, applicable Services, and/or Technical Support 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 applicable 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, the terms of which are hereby incorporated by reference in the applicable Purchase Order, and shall state product description, quantity of Network Equipment 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 in below.

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

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

Price Changes. (a) Annual Price Adjustment. Tantalus may, in its sole discretion, revise the prices for Network Equipment, Services, and Third-Party Products sold to Customer, effective upon thirty (30) days' prior written notice to Customer. The amount of any such revision shall equal the greater of: (i) the Producer Price Index - PPI industry sub-sector data for Computer and Electronic Product Manufacturing, not seasonally adjusted (PCU33411334111) ("PPI") for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) three and one-half percent (3.5%) per year.

(b) Accepted Purchase Orders. Notwithstanding (a) above but subject to (c) below, the unit prices for items covered by Purchase Orders accepted by Tantalus prior to the effective date of a price revision shall remain unchanged for the period set forth in such accepted Purchase Orders (to the extent so identified).

(c) Pass-Through of Supply Chain Costs. Customer also shall be responsible for, and Tantalus may increase pricing or invoice Customer for, any increase in cost, surcharge, fee, or other additional amount incurred by Tantalus or imposed by its suppliers, manufacturers, distributors, carriers, subcontractors, or other third parties arising from or relating to supply chain conditions, including, without limitation, increases in the cost or availability of raw materials, components, semiconductors, electronic parts, finished goods, labor, manufacturing, warehousing, packaging, fuel, freight, shipping, logistics, insurance, tariffs, customs duties, import or export charges, governmental charges, currency fluctuations, allocation programs, expedited delivery, supplier minimum order quantities, supplier price increases, or other market-driven or third-party cost changes incurred or reasonably expected to be incurred by Tantalus.

(d) Timing of Pass-Through Adjustments. An adjustment under (c) above may apply to Purchase Orders accepted before the effective date of the adjustment to the extent the applicable Network Equipment, Services, Third-Party Products, or other deliverables have not yet been shipped, delivered, performed, or invoiced, or to the extent the increased cost was incurred by Tantalus after the applicable Purchase Order was accepted.

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. Customer shall not offset, setoff or deduct any payment due Tantalus against these Terms or any other agreement between the Parties. Any Customer payment issues shall be subject to the Dispute Resolution terms set forth herein. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at one and one-half percent (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 Licensed Software Maintenance Services, Technical Support, Third-Party Products, and other Services, 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 is licensed, not sold to Customer, and 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, license, sublicense, resell, and transfer the Network Equipment and Services. The purchase and sale of Network Equipment and Services hereunder is solely for Customers' use and 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. (a) Except as provided below in Section (b), Tantalus warrants that all 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 to Customer, will: (i) be free from defects in material, workmanship and manufacture, under normal use and service, (ii) have title that is free and clear of all liens, financial encumbrances and security interests, (iii) be made only with new materials, parts, components and other items initially incorporated in the Network Equipment; and (iv) comply with, and materially perform in accordance with, its Specifications. Any repaired or replacement Network Equipment provided under this Section will be warranted for thirty (30) days from the date it is returned to Customer, or for the remainder of the original warranty period, whichever is longer.

(b) For purposes of this Section (b), "3YW Network Equipment" means new Network Equipment that is a TRUConnect™ Edge communications module and/or a TRUSense Gateway™. Tantalus warrants that all 3YW Network Equipment, for a period of three (3) years from the date each unit is shipped from the Shipping Point to Customer, will: (i) be free from defects in material, workmanship and manufacture under normal use and service; (ii) have title that is free and clear of all liens, financial encumbrances and security interests; (iii) be made only with new materials, parts,

components and other items initially incorporated in the 3YW Network Equipment; and (iv) comply with, and materially perform in accordance with, its Specifications. Any repaired or replacement 3YW Network Equipment provided under this Section will be warranted for thirty (30) days from the date it is returned to Customer, or for the remainder of the original warranty period, whichever is longer. The aforementioned warranties in Sections (a) and (b) apply only when all three of the following conditions prevail: (i) the unit of Network Equipment and 3YW Network Equipment (as applicable) 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 in Sections (a) and (b) will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with the EULA. The aforementioned warranties in Sections (a) and (b) will not cover any Third-Party Products provided by Tantalus or Third-Party Products 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, under Sections (a) or (b), Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment and 3YW Network Equipment (as applicable) or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment and 3YW Network Equipment (as applicable) at its designated depot, provided that the Customer has returned the defective Network Equipment and 3YW Network Equipment (as applicable) to Tantalus no later than four weeks after the expiry of the applicable warranty period set out in this Section. Customer will be responsible for removing defective Network Equipment and 3YW Network Equipment (as applicable) from the installation point and returning the defective Network Equipment and 3YW Network Equipment (as applicable), 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 and 3YW Network Equipment (as applicable) to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment and 3YW Network Equipment (as applicable). To the extent Tantalus determines that the Network Equipment and 3YW Network Equipment (as applicable) returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and 3YW Network Equipment (as applicable) and will pay Tantalus the fee of US\$150 per no fault found Network Equipment and 3YW Network Equipment (as applicable). 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 will not cover Network Equipment and 3YW Network Equipment (as applicable); units whose original bar code, copyright notices and proprietary legends, if any, have been altered; units that were not installed or de-installed in accordance with the Specifications and Standards or serviced by Tantalus or a person authorized by Tantalus to do so; units damaged or defective because of reasonable wear and tear; 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; units that in Tantalus' reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling; and units damaged or defective due to an Excusing Event.

DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS NOT EXPRESSLY MADE HEREIN, 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. AS FURTHER QUALIFIED HEREIN.

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 three (3) 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 or a Third-Party Product, 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 and indemnity and defense obligations 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 and indemnify Customer from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any third-party claims or actions resulting directly from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence or willful misconduct of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused directly by Tantalus' gross negligence or willful misconduct. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. 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. Tantalus' indemnity shall be limited to the extent Customer's negligence, willful misconduct or omission contributed to the indemnifiable claim under this section.

Customer Indemnity. Customer shall defend, indemnify and hold Tantalus harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Tantalus as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Tantalus and caused by the gross negligence of Customer; and (b) death of or bodily injury to a Tantalus employee or third party to the extent caused by Customer's gross negligence. Tantalus will provide Customer with prompt, written notice of any claim covered by this indemnification. Unless Customer fails to defend Tantalus, Tantalus shall not undertake the defense of any such claim. Customer, at its sole expense, shall defend all such claims and actions against Tantalus, whether brought informally or through court or administrative procedures. All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus, its Affiliates and its and their directors, officers, employees, agents, attorneys, contractors, consultants, vendors from and against any and all claims, costs, liabilities, damages, debts, expenses, fines, interest, penalties, settlements, attorneys' fees, of any type whatsoever that may arise on account of Customer's activities or omissions, or those of its Representatives including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and 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.

All financial obligations associated with Customer's business are the sole responsibility of Customer. Customer shall indemnify, defend and hold harmless Tantalus, its Affiliates and its and their directors, officers, employees, agents, attorneys, contractors, consultants, vendors from and against any and all claims, costs, liabilities, damages, debts, expenses, fines, interest, penalties, settlements, attorneys' fees, of any type whatsoever that may arise on account of Customer's activities or omissions, or those of its Representatives including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and 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 (INCLUDING ITS AND THEIR AFFILIATES AND REPRESENTATIVES) WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE 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 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 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. CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER OR BY ANY COMMUNICATIONS NETWORK OR ANY PORTION THEREOF, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS NETWORKS. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NEITHER TANTALUS NOR ITS NETWORK EQUIPMENT GUARANTEE THE PERFORMANCE OF THE CUSTOMER'S TRANSMISSION OR DISTRIBUTION OF ELECTRICITY, GAS, WATER OR OTHER SERVICES, OR CUSTOMER'S OPERATIONS. CUSTOMER UNDERSTANDS AND AGREES THAT TANTALUS SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO CUSTOMER OR ANY PERSON OR PROPERTY USING CUSTOMER'S SERVICES. FURTHER, IT IS UNDERSTOOD BY THE PARTIES THAT NO PARTY HERETO SHALL BE ENTITLED TO (A) RECOVER ACTUAL LOSSES MORE THAN ONCE FOR THE SAME LOSS, INCLUDING IF INCURRED UNDER THE EULA OR (B) DOUBLE RECOVERY AS A MATTER OF LAW.

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. These Terms will not 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 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 this these Terms ("Initial Term"). Thereafter, these Terms will automatically renew for successive one (1) year periods thereafter, unless terminated in accordance with the terms of 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 breach in any material respect in the performance of any its obligations under of these Terms, provided, however, Customer's breach under the EULA shall be treated as a breach under these Terms, and provided that the party not at fault has given the other party thirty days prior written notice of such breach and such other party has not remedied the breach during such 30-day cure period, provided however if the breaching Party is Customer and such breach is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 30-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 prior to such termination date or that has been shipped within 45 days following the date of the notice of termination and any fees for Technical Support Services for the period prior to the effective date of such termination. 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, then any deliveries of Network Equipment and 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.

Survival. Notwithstanding anything to the contrary in these Terms, no expiration or termination of these Terms by either party shall affect any rights or obligations of either party: (i) which are vested pursuant to these Terms as of the effective date of such expiration or termination, (ii) any other provisions intended by the parties to survive such expiration or termination including, but not limited to, the payment obligations, limitations of liability general provision sections of these Terms, Tantalus' proprietary rights under the EULA, or the non-disclosure obligations set forth in the MNDCA.

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 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 the Governing Law section of 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 the provisions of the Governing Law section of these Terms. Nothing in these Terms (including this Section) shall be construed to prohibit or restrict either Party from commencing or pursuing any action, suit, arbitration, administrative proceeding, or other proceeding, or from seeking provisional, preliminary, or permanent injunctive relief or other equitable relief, at any time to the extent necessary to: avoid the expiration of any applicable statute of limitations or other time bar, restriction, or limitation; preserve or protect any right, remedy, lien, security interest, or priority (including maintaining or preserving a superior creditor position); or prevent irreparable harm, including without limitation harm caused by a breach of confidentiality obligations or infringement or misuse of intellectual property rights.

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). Notices shall be effective upon receipt. Communications must be addressed to the Parties as indicated in the signature block 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.

Additional Warranties. Each Party represents and warrants to the other that: (i) it is a legal entity

duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation; (ii) it has full power and authority to enter into and perform its obligations under these Terms; (iii) the execution, delivery, and performance of these Terms have been duly authorized by all necessary corporate or organizational actions; (iv) these Terms constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms; and (v) the execution, delivery, and performance of do not and will not violate any applicable law, regulation, or agreement to which such Party is bound. Customer further: (i) represents and warrants that: (A) it has obtained or will obtain, prior to Tantalus' starting its performance hereunder, the requisite authority, funding, licensure, capacity, equipment, experience, expertise, and sufficient qualified personnel to perform its obligations in accordance with the applicable industry standard of care and in compliance with all Laws and (B) it has supplied Tantalus accurate and complete data necessary as it relates to Customer's intended use and scope of the Network Equipment and Services; and (ii) covenants that: (A) it will use the Network Equipment and Services solely in accordance with the terms of these Terms and (B) it shall not infringe upon the rights of any third party.

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 laws 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 exclusively in the United States District Court for the Eastern District of North Carolina and each Party irrevocably accepts and submits to the exclusive jurisdiction of the United States District Court for the Eastern District of North Carolina, and unconditionally and knowingly waives a trial by jury in any such suit, action or proceeding. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Force Majeure. No breach, delay or failure to perform on the part of either Party shall be considered a breach of these Terms where such breach, 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.

Beneficiaries. These Terms are entered into by the Customer solely for the benefit of Customer and its respective successors and permitted assigns. With respect to the Customer, nothing in these Terms, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

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

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. All financial obligations associated with a Party's business is the sole responsibility of that 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 control the voting shares or 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 or omission of Customer's, or parties under Customer's control, responsibilities under the Terms and/or the Specifications, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iii) failure, act or omission of any third party (including any third-party supplier) or its agents, employees, suppliers, subcontractors or consultants; (iv) use of Network Equipment outside of the scope of the



Specifications or Standards, or failure to properly maintain the Network Equipment; 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 term 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)"**): (i) acts of God; (ii) flood, fire, earthquake, weather conditions, i.e., rain, hail, snow, lightning, storms or wind, epidemics or pandemics and related regulations or restrictions, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the Effective date of these Terms; (vi) 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); (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, equipment or parts unavailability or delayed deliveries, or other industrial disturbances; (ix) shortage of adequate or poor quality power, voltage fluctuations, line disturbances, overloads, blackouts, or other electrical issues, communication failures, or shortage or transportation facilities; and (x) 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, Licensed Software Maintenance Services or Technical Support. 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 (as defined in the EULA. 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 the EULA and as provided by Tantalus to Customer pursuant to Addendum A-1 of the EULA. **"Network Equipment"** means the equipment manufactured or supplied by Tantalus for use as part of the Tantalus Grid Modernization Platform™ (**"TGMP™"**) as it relates to TRUConnect™ AMI (**"TRUConnect"**) (where applicable) and its associated Licensed Software that are or will be licensed 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, SIM cards or any other 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, derivative 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 extension of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world. **"Purchase Orders"** means, where applicable and necessary for the interpretation, intent and context of these Terms, purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase and Tantalus will provide (i) Network Equipment, Services and Technical Support in accordance with these Terms, or (ii) Licensed Software Maintenance Services in accordance with the terms of the EULA. Each Purchase Order issued under (i) will be deemed to include these Terms, even if not specifically stated on the Purchase Order and each Purchase Order issued under (ii) will be

deemed to include the terms and conditions of the EULA, 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. **"Services"** means Initial Deployment Services, Technical Support, and other such services that Tantalus may provide to Customer on an as needed basis at the prices set forth on Tantalus' then current price list. For clarity, and notwithstanding anything to the contrary, Services do not include integration or installation of field equipment (e.g., Third-Party Products, Licensed Software Maintenance Services). **"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, operational, performance and regulatory requirements at the time of installation for each Network Equipment, as such may be revised from time to time by Tantalus, which Specifications will assume and require the proper installation, maintenance and operation of such Network Equipment in accordance with the Standards. **"Standards"** means the applicable industry and regulatory standards, as may be revised from time to time, necessary for the proper installation, maintenance and operation of Network Equipment, including, without limitation, the maintenance of a distribution system meeting industry and regulatory 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 and as provided by Tantalus to Customer pursuant to Exhibit B – Technical Support of 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; and (c) 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 (including by PDF) 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.

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

AGREED AND ACCEPTED:

TANTALUS SYSTEMS INC.

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

Highland Light and Power (IL)

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

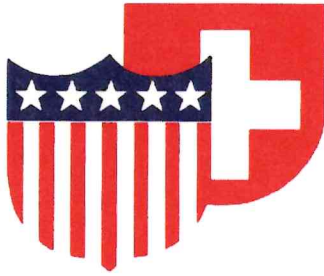
Customer Address for Notices:

Highland Light and Power (IL)

Facsimile: _____
E-mail: _____

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

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



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: August 5, 2026
Subject: Issuance of Purchase Order to Anixter

RECOMMENDATION

I recommend that you seek council approval to waive usual and customary bidding procedures and issue a purchase order to Anixter in the amount of \$37,200.00 for 300 electric meters as detailed in the attached quotation.

DISCUSSION

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

FISCAL IMPACT

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

CONCURRENCE

Recommended by: _____

Daniel Cook, Director of Light & Power

Approved by: _____

Chris Conrad, City Manager

RESOLUTION NO. _____

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

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

WHEREAS, City has determined the Light & Power Department has a need for 300 ITRON electric meters; and

WHEREAS, City has determined the 300 ITRON electric meters should be purchased from Anixter Power Solutions, LLC (“Anixter”) in the amount of \$37,200.00 (Quotation attached hereto as **Exhibit A**); and

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

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

WHEREAS, City has determined that because Anixter is the dedicated vendor for ITRON electric meters to City, there is no opportunity for competitive bidding for the 300 ITRON electric meters; and

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

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

WHEREAS, the Director of Light & Power has informed the City Council that the 300 ITRON electric meters will be funded from money budgeted and approved for the current fiscal year under GL#101-104-5-530-60; and

WHEREAS, the City Council finds that the Quotation (attached hereto as **Exhibit A**) for the purchase of 300 ITRON electric meters for the amount of \$37,200.00 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 300 ITRON electric meters from Anixter pursuant to the Quotation (**Exhibit A**); and

WHEREAS, the City Council also finds that the City Manager should be authorized and directed, on behalf of the City of Highland, to execute whatever documents are necessary to make the purchase, pursuant to the Quotation (**Exhibit A**).

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

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

Section 2. Purchase of the 300 ITRON electric meters, for the amount of \$37,200.00, from Anixter, as set forth in the Quotation (**Exhibit A**), is approved.

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

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

Passed by the City Council of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the _____ day of _____, 2026, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



1100 Old State Road
Mattoon, IL 61938

METERS

www.anixterpowersolutions.com

Phone: 217.235.0546
Fax: 217.235.0024

Quotation: **U00812203.01**

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

Issued Date: **Aug 06, 2026**

Expiration Date: **Sep 05, 2026**

Attn:

Sales Contact: **Ava Bennett**

Phone:

(P)

Fax:

(F)

ava.bennett@wescodist.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1	J820501	CENTRON C2SD CL200 FM2S Remote Disconnect	300	124.00	EA	37,200.00

DEL: 8-10 weeks

NOTE: WITH TANTALUS INTEG

SECTION TOTAL: \$37,200.00

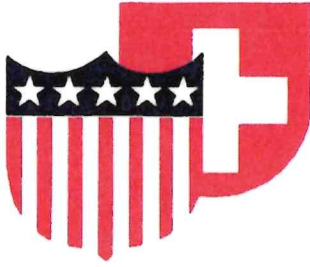
QUOTE TOTAL: **\$37,200.00**

Special Notes

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

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

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



City of Highland

Department of Light and Power

Memo to: Chris Conrad, City Manager
From: Dan Cook, Director of Light & Power
Date: August 10, 2026
Subject: Declaration of Vermeer V5750 Trencher as surplus

RECOMMENDATION

I ask that you seek council approval to declare the equipment listed below as surplus and allow its sale at auction. It has reached the end of its useful life for us.

- 2000 Vermeer V5750 Ride on Trencher VIN# 1VRM082Z9Y1000905

CONCURRENCE

Recommended by: _____

Daniel Cook, Director of Light & Power

Approved by: _____

Chris Conrad, City Manager

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF HIGHLAND,
ILLINOIS, SURPLUS AND AUTHORIZING ITS SALE AND/OR DISPOSAL,
SPECIFICALLY, A 2000 VERMEER V5750 TRENCHER**

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

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

WHEREAS, Light & Power currently owns a 2000 Vermeer V5750 Trencher, VIN # 1VRM082Z9Y1000905 (“2000 Vermeer V5750”); and

WHEREAS, in the opinion of this City Council, the 2000 Vermeer V5750 Trencher is no longer necessary or useful to, or in the best interests of the City to retain, and should be declared surplus personal property; and

WHEREAS, City has determined the City Manager, or his designee, is permitted to sell the surplus personal property, specifically the 2000 Vermeer V5750 Trencher, for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee; and

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

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

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

Section 2. The City personal property, specifically the aforementioned 2000 Vermeer V5750 Trencher, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell and/or dispose of the same.

Section 3. The City Manager, or his designee, is directed and authorized to sell the surplus personal property for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager, or his designee.

Section 4. This Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois, and deposited and filed in the office of the City Clerk on the ____ day of _____, 2026, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

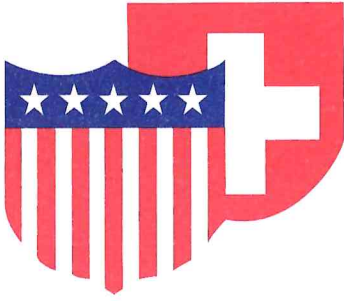
NOES:

APPROVED:

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

ATTEST:

Barbara Bellm
City Clerk
City of Highland
Madison County, Illinois



City of Highland

MEMO TO: Christopher Conrad, City Manager
FROM: Joe Gillespie, Director of Public Works
DATE: August 10, 2026
SUBJECT: Declaring Surplus Property for Water Distribution/Sewer Collection Division
Chevrolet Service Truck

RECOMMENDATION

I recommend that you request council approval to declare a 1998 Chevrolet Cheyenne pickup truck with a service body as surplus property.

DISCUSSION

The division recently purchased a replacement truck. The old truck is not needed in the division. We plan to sell it either outright or through a commercial auction service.

Year: 1998
Make: Chevrolet
Model: Cheyenne
VIN: 1GBJC34ROWF021799
Mileage: 107,000

Make of Service Body: Reading Bed/Toolbox
Model: 108GABDW
Serial No.: 435477

FISCAL IMPACT

Funds from the sale will go into the division account.

CONCURRENCE

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

Approved by: Christopher Conrad
Christopher Conrad, City Manager

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND, ILLINOIS, SURPLUS AND AUTHORIZING ITS SALE AND/OR
DISPOSAL, INCLUDING A 1998 CHEVROLET CHEYENNE PICKUP TRUCK**

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

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

WHEREAS, the City Water Distribution/Sewer Collection Division currently owns equipment which, in the opinion of this City Council, is no longer necessary or useful to or in the best interests of the City to retain, and should be declared surplus personal property, including the following items:

- (1) 1998 Chevrolet Cheyenne
 - a. Year: 1998
 - b. Make: Chevrolet
 - c. Model: Cheyenne
 - d. VIN: 1GBJC34ROWF021799
 - e. Mileage: 107,000
 - f. Make of Service Body: Reading Bed/Toolbox
 - g. Model: 108GABDW
 - h. Serial No.: 435477

(hereinafter referred to as “Equipment”); and

WHEREAS, the Director of Public Works has informed the City Council that the Water Distribution/Sewer Collection Division has recently purchased replacement equipment and the Equipment is no longer needed; and

WHEREAS, the Director of Public Works has informed the City Council that the Equipment will be sold either outright or through a commercial auction service; and

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

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

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

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

Section 2. That the City personal property, including the Equipment, is hereby declared no longer useful to the City or necessary for City purposes, that the City personal property is declared surplus, and that it is in the best interest of the City to sell, trade in, and/or dispose of the same.

Section 3. That the City Manager and/or his designee is directed and authorized to sell, trade in, and/or surplus the personal property listed herein for the maximum value that can be obtained, or to dispose of the surplus personal property where appropriate, to be determined solely by the City Manager and/or his designee.

Section 4. That this Ordinance shall be known as Ordinance No. _____ and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council and approved by the Mayor of the City of Highland, Illinois and deposited and filed in the office of the City Clerk on the ____ day of _____, 2026, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES:

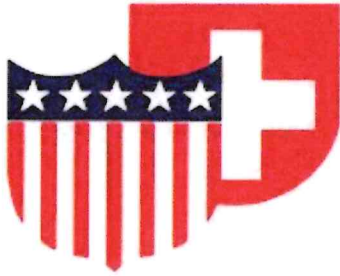
NOES:

APPROVED:

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

ATTEST:

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



CITY OF HIGHLAND

To: Chris Conrad, City Manager
From: Mallord Hubbard, Director of Economic Development
CC: Mayor and City Council
Date: August 10, 2025
Re: Redevelopment Agreement with T Beard, Inc.

RECOMMENDATION: It is the Staff and Industrial Development Commission recommendation that Council approve the attached Business District Redevelopment Agreement with terms detailed below.

DISCUSSION: T Beard, Inc. is proposing to purchase and renovate the property at 802 9th Street. The project location falls within the Business District, and is eligible for incentives including sales & property tax rebates and City permit fee reimbursements.

T Beard, Inc. is proposing to acquire the property and make substantial improvements totaling \$459,000 in eligible project costs. The Redevelopment Agreement would rebate 75% of the increment of the city's portion of property & Business District eligible sales taxes, generated as a result of the project's completion. Building permit fees charged by the City will also be rebated to the Developer up to \$5,000.

The maximum incentives the project would be eligible for is \$229,500, or 50% of the projects costs. The total property tax rebate is estimated to be \$1,604 per year for a period of 10 years. Based on a projection of \$600,000 in annual Business District eligible sales, the sales tax rebate is projected to be \$4,500 for a period of 10 years.

Note: Reimbursement estimates are based solely on projections provided by developer and are estimates only. Actual reimbursements will be based on property & sales tax documents submitted with future requests for reimbursement.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A
DEVELOPMENT AGREEMENT FOR A PROJECT IN BUISNESS DISTRICT
PROJECT AREA, WITH T BEARD INC. AND OTHER ACTIONS RELATED
THERE TO**

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

WHEREAS, City has authority to reimburse expenses for economic development pursuant to 65 ILCS 5/8-1-2.5, which states, in pertinent part:

Sec. 8-1-2.5. Expenses for economic development. The corporate authorities may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality;

and

WHEREAS, City has determined T Beard Inc. (“Developer”) has presented to City a proposal for redevelopment of:

PIN#: 01-2-24-05-06-104-012

Address: 802 9th Street, Highland, Illinois 62249

(“Property”); and

WHEREAS, Developer has proposed to remodel and develop the Property, with estimated costs as follows:

1. Legal & Other Professional Fees – \$5,000.00
2. Costs of Marketing the Sites - \$10,000.00
3. Purchase of existing facility - \$105,000.00
4. Demolition Cost – \$10,000.00
5. Site Improvements – \$20,000.00
6. Rehab, remodel of existing building - \$300,000.00
7. Contingency – \$9,000.00

Total: \$459,000.00

(See **Exhibit A**; hereinafter "Project"); and

WHEREAS, Developer's Project will enable Developer to create opportunities for additional employment; and

WHEREAS, Developer's Project will require Developer to incur certain costs that will be eligible for reimbursement from City pursuant to 65 ILCS 5/8-1-2.5; and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward; and

WHEREAS, Developer has agreed to complete the Project, including construction, renovations and improvements, in accordance with a Business District Development Agreement ("Agreement"), and all terms and conditions stated therein (See **Exhibit A**); and

WHEREAS, The City agrees to provide assistance to the Developer according to 65 ILCS 8-1-2.5. Funding assistance is broken down as follows:

- a. Total Estimated Economic Development Eligible Costs: \$459,000.00
- b. City will reimburse up to \$5,000.00 in permitting fees for this Project.
- c. The City will reimburse Developer 75% of the incremental 1% Business District sales tax for sales from the Property for a period commencing on the date that Developer opens for business at the Property and ending no later than ten (10) years thereafter or until the maximum funding amount is reached.
 - 1) Developer anticipates \$600,000.00 in annual sales subject to Business District tax, with a current base of \$0. Based on Developer's estimate, 1% of the estimated incremental sales are equal to \$6,000.00. 75% of the \$6,000.00 is equal to \$4,500.00 annually.

- 2) The estimated annual reimbursements for sales tax are estimated to be \$4,500.00 annually over 10 years, or until maximum funding amount has been reached.
- d. The City will reimburse 75% of the incremental EAV for City's portion of the property taxes for up to ten (10) years or until the maximum funding amount is reached in combination with any other City provided funding assistance.
 - 1) The present base EAV for assessment year 2025 is \$48,340.00;
 - 2) The estimated EAV after redevelopment and completion of the Project is \$183,000.00;
 - 3) The estimated annual incremental taxes generated is estimated to be \$2,138.80 upon completion of the Project;
 - 4) 70% of the estimated incremental taxes generated is \$1,604.10;
 - 5) The estimated annual incremental tax reimbursement is \$1,604.10 annually for up to ten (10) years, which equals \$16,041.00.

(See **Exhibit A**); and

WHEREAS, City desires to authorize the execution of said Business District Development Agreement by and between City and Developer in substantially the form attached hereto as **Exhibit A**; and

WHEREAS, City has determined it is in the best interests of public health, safety, general welfare, and economic welfare to authorize the Mayor and/or City Manager to execute the Business District Development Agreement between City and Developer (see **Exhibit A**).

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

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

Section 2. The City of Highland hereby makes the following findings:

- a. Developer's Project is expected to create job opportunities within City.
- b. Developer's Project will serve to further the development of adjacent areas.
- c. Developer's Project will strengthen the retail commercial sector of City.
- d. Developer's Project will enhance the tax base of City.
- e. The Business District Development Agreement is made in the best interests of public health, safety, general welfare and economic welfare of City.

Section 3. The Business District Development Agreement by and between City and Developer, attached hereto as **Exhibit A**, is approved.

Section 4. The Mayor and/or City Manager is authorized and directed to execute the Business District Development Agreement with Developer (**Exhibit A**).

Section 5. This ordinance shall be effective upon its passage, approval, and publication in pamphlet form in accordance with Illinois 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 _____, 2026, 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

**BUSINESS DISTRICT "A" DEVELOPMENT AGREEMENT BETWEEN TBEARD INC.
AND CITY OF HIGHLAND FOR 802 9th STREET, HIGHLAND, ILLINOIS**

This Business District "A" Development Agreement ("Agreement") is entered into by and between the City of Highland, an Illinois Municipal Corporation ("City") and TBEARD INC. ("Developer"). City and Developer may hereinafter be referred to as "Parties," or individually as "Party." This Agreement will become effective when signed by both Parties, and when approved by the corporate authorities of the City (the "Effective Date"):

PREAMBLE

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

WHEREAS, Developer may purchase and/or redevelop:

PIN#: 01-2-24-05-06-104-012

Address: 802 9th Street, Highland, Illinois 62249

(hereinafter "Property"); and

WHEREAS, Developer has submitted a "City of Highland – Business Assistance Application" (See **Exhibit A**); and

WHEREAS, City wishes to encourage Developer to develop the Property, and assist Developer with costs, including (all estimates):

1. Legal & Other Professional Fees – \$5,000.00
2. Costs of Marketing the Sites - \$10,000.00
3. Purchase of existing facility - \$105,000.00
4. Demolition Cost – \$10,000.00
5. Site Improvements – \$20,000.00
6. Rehab, remodel of existing building - \$300,000.00
7. Contingency – \$9,000.00

Total: \$459,000.00

(See **Exhibit A**; hereinafter "Project"); and

WHEREAS, City and Developer agree the costs provided by Developer to City for the Project are estimates (See **Exhibit A**), and only actual costs of the Project that qualify for City Economic Development incentives may be paid to Developer by City, and as stated herein; and

WHEREAS, the Property is located within the City's Business District ("Business District") pursuant to the Illinois Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-743-1 *et seq.* ("Business District Law"); and

WHEREAS, Developer has informed City, and City hereby specifically finds, that without the financial support that may be provided via the Business District to reimburse some of the Project costs, the Project is not financially feasible and the Project will not move forward; and

WHEREAS, the Parties agree that all Project costs are estimates, all possible reimbursements for Project costs from City are estimates, and any actual reimbursements will be governed by the Business District Law and this Agreement between the Parties; and

WHEREAS, it is the desire of City and Developer that City assist in paying for eligible Project costs on the Property under City's grant of authority under the Business District Law; and

WHEREAS, City is authorized under the provisions of the Business District Law to approve development and redevelopment proposals for the Business District, to enter into contracts with a private agency or person, to expend such public funds as may be necessary for the implementation of the Plan for the Business District; and

WHEREAS, financing the purchase, remodel, and development of the Property is consistent with the objectives of the Business District Plan.

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

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

Section 2. Obligation of the Developer. Upon the approval by City of the Agreement, Developer shall proceed with the Project as described above in **Exhibit A**. The Project shall be substantially complete within twenty-four (24) months of the date of execution of this Agreement. Any extension of time permitted for Developer to substantially complete the Project pursuant to the Agreement shall be agreed to in writing by both Parties. Specifically, Developer agrees as follows:

1. Developer will complete the Project, including construction, renovation and improvements, in accordance with this Agreement, and the drawings and site plans shall be submitted to City for review. This includes any renovations which may be needed for both the interior and exterior construction and improvements.
2. Developer will obtain all building and zoning permits in association with the Project, including permits for construction, repair, demolition, and/or renovation on the Property, consistent with the City's most recently adopted Building Code requirements. City building code officials will be available to respond promptly to whether any proposed change will require a permit so that Developer can move forward with said work in a timely manner.
3. City shall be entitled to a comprehensive inspection of the Property for the purpose of identifying potential fire safety, electric, plumbing and general building safety concerns to ensure the health, safety and welfare of the general public. City Fire and Building Inspection staff can assist Developer in prioritizing any list of concerns.

4. Developer is fully responsible for identifying and mitigating any building-related concerns with regard to asbestos, lead paint, and/ or mold, or any other environmental issues with the Property.

5. Developer understands and agrees all City Zoning Ordinances, Land Development Codes, Landscape and Screening Codes, Building Code requirements and other City ordinances not specifically waived by this Agreement shall remain in full force and effect.

Section 3. Obligation of the City. The City agrees to provide assistance to the Developer according to 65 ILCS 8-1-2.5. Funding assistance is broken down as follows:

- a. Total Estimated Economic Development Eligible Costs: \$459,000.00
- b. City will reimburse up to \$5,000.00 in permitting fees for this Project.
- c. The City will reimburse Developer 75% of the incremental 1% Business District sales tax for sales from the Property for a period commencing on the date that Developer opens for business at the Property and ending no later than ten (10) years thereafter or until the maximum funding amount is reached.
 - 1) Developer anticipates \$600,000.00 in annual sales subject to Business District tax, with a current base of \$0. Based on Developer's estimate, 1% of the estimated incremental sales are equal to \$6,000.00. 75% of the \$6,000.00 is equal to \$4,500.00 annually.
 - 2) The estimated annual reimbursements for sales tax are estimated to be \$4,500.00 annually over 10 years, or until maximum funding amount has been reached.
- d. The City will reimburse 75% of the incremental EAV for City's portion of the property taxes for up to ten (10) years or until the maximum funding amount is reached in combination with any other City provided funding assistance.
 - 1) The present base EAV for assessment year 2025 is \$48,340.00;
 - 2) The estimated EAV after redevelopment and completion of the Project is \$183,000.00;
 - 3) The estimated annual incremental taxes generated is estimated to be \$2,138.80 upon completion of the Project;
 - 4) 70% of the estimated incremental taxes generated is \$1,604.10;
 - 5) The estimated annual incremental tax reimbursement is \$1,604.10 annually for up to ten (10) years, which equals \$16,041.00.

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

- a. City reserves the right to request any information from Developer deemed necessary by City to verify any information associated with this Agreement.
- b. City's obligations to Developer pursuant to the Agreement shall terminate upon the occurrence of any of the following:
 - 1) Voluntary or involuntary bankruptcy of Developer;
 - 2) Voluntary or involuntary closure of the business owned by Developer.
 - 3) Substantial change in the nature of Developer's business without the City's written approval;
 - 4) Sale of Developer's business (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) without City's written approval
 - 5) To protect City's reputation and ability to transact business, City reserves the right to terminate the Agreement if Developer's interest in the Property (or a change of ownership of more than 50% of the shares of stock in the corporation, or a change in the membership of more than 50% of the LLC) changes without City's written approval. This clause can only be exercised if the sale or transfer of ownership/membership includes "UNDESIRABLE" parties that could have a demonstrable, public, and material impact on the business and reputation of the city.

Undesirable examples include new ownership that are

- i. Felons;
- ii. Terrorists;
- iii. Former, current, or past Illinois public political figures;
- iv. Litigants against the City;
- v. Individuals the City has taken legal action against in the preceding 5 years.

Section 4. Indemnification. Developer shall indemnify and hold harmless City, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and attorneys' fees) which may arise directly or indirectly from: (i) the failure of

Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or material man; (ii) any default or breach of the terms of this Agreement by Developer; (iii) any negligence, or reckless or willful misconduct of Developer or any contractor, subcontractor or agent or employee thereof working on the Project; (iv) any claim brought against City arising in any way from this Agreement or the Project. Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials, lawyers, or employees in any such action, Developer shall, at its expense, satisfy and discharge the same. This paragraph shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of City or any of its officers, agents, employees or contractors.

In no way limiting the foregoing, Developer shall also indemnify and hold harmless City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, costs and expenses (including attorneys' fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et. seq.*, in connection with the Project.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

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

Section 7. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 8. Termination of Agreement. Developer may opt out of this Agreement following written notice of at least sixty (60) days. If Developer opts out of this Agreement, Developer shall return all monies paid by City to Developer in the preceding calendar year pursuant to this Agreement within sixty (60) days of notification of opting out.

City reserves the right to opt out of this Agreement, with sixty (60) days' notice to Developer, should Developer not perform pursuant to this Agreement. In the event City opts out of this Agreement, Developer shall return any monies paid by City to Developer in the preceding calendar year pursuant to this agreement within sixty (60) days of notification of opting out.

In the event of an opt out by either Party, Developer's failure to return all monies paid by City in the preceding calendar year within sixty (60) days shall be deemed a breach of this Agreement by Developer, and City reserves all rights at law and equity to recover monies paid by City to Developer, including costs of collection (Court Costs, Attorneys' Fees, Interest at 9% per annum, any other costs associated with collection).

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

Section 10. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

CITY OF HIGHLAND, ILLINOIS:

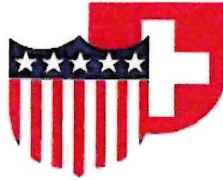
Chris Conrad, City Manager

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

TBEARD INC.:

Representative

City of Highland



Business Assistance Application

Project Name:

Address of Proposed
Project:

802 9th St, Highland

Applicant Information:

Company Name: T Beard LLC

Company Address: 802 9th St.

City, State, Zip:

Highland, IL 62249

Contact Person/Title:

Teffy Beard, Owner

Office Phone:

(618) 791-4596

Alt. Phone:

N/A

Fax:

N/A

Years in

Business: 0

Email:

Type of Business: Corporation ☐ Partnership ☐ Sole Proprietor ☐ Trust ☐ LLC ☒

<u>Project Costs:</u>	<u>Projected Costs</u>
Architectural & Engineering Fees	N/A
Legal & Other Professional Fees	\$5,000.00
Cost of Marketing the Sites	\$10,000.00
Purchase Land	" "
Purchase of Existing Facility	\$105,000
Demolition Cost	\$10,000.00
Site Improvements	\$20,000.00
Rehab, remodel of existing building	\$300,000.00
Construction of New Building(s)	N/A
Contingency	\$9,000.00
Working Capital (Equity)	N/A
Other (Please Specify)	

Total Project Costs:

\$ Assistance Requested

Current Information:

Sales **Current Annual Gross Sales**

Sales Tax **Current Annual Taxable Sales
for Sales Tax**

Jobs **Current Number of full time
jobs (proof from IDES)**

Property Tax:

Attach a copy of the most current property tax bill

Real Estate Taxes for the Year	\$3617.08
Parcel ID Number for each property within your development area	01-2-24-05-06-104-012
Parcel ID Number for each property within your development area	
Parcel ID Number for each property within your development area	
Township (Helvetia Saline Marine)	Helvetia
Fair Market Value (or Current Appraisal Value)	N/A - purchased for \$105,000.00
Taxable Value	N/A
Combination Tax Rate	7.482600
Total Tax	

Estimates After Redevelopment:

Acreage or total square footage of the project area	4,181
Square Footage of Building / Structures	4,181
Estimated Market Value after redevelopment	\$570,000.00
EAV after redevelopment (approx. 1/3 of Market Value)	\$183,000.00
Estimated Annual Gross Sales (Includes Labor)	\$600,000.00
Estimated Annual Taxable Sales for Sales Tax	\$50,000.00
Estimated Number of Newly Created Full Time Jobs	10
Type of Jobs (Clerical Production Sales and Service)	Service, Kitchen, maintenance, lawn etc
Estimated Annual Salary for each newly created job	\$60,000.00
Estimated Number of Jobs Retained – Full Time	N/A

Please include a narrative that will address the following:

1. Description of Business / Company
2. Project Description
 - a. Construction information that may include the number of square feet to be demolished and constructed, the number and square footage of units, parking, and the number of construction phases;
 - b. Evaluation of site or other constraints;
 - c. Benefit or Service to the Community;
3. A request for the City's assistance with the project that specifies the type(s) of assistance needed and why it is needed.
4. Construction start date and timeline for Project Completion.
5. Applicant may need to also submit any additional information such as site plans, environmental studies, marketing studies, business plans, engineering or architectural drawings to be included for review and consideration.

Certification of Applicant

The applicant certifies that it will comply with all the rules, regulations, and ordinances of the City of Highland. Applicant hereby certifies that all information contained above and in exhibits attached hereto is true to his/her best knowledge and belief and are submitted for the purpose of obtaining financial assistance from the City of Highland, Illinois. Additional cost, above the amount of deposit, incurred by the City for outside professional review or expertise will be the responsibility of the applicant.

Applicant Signature

Teffy Beard

Print Name and Title

Teffy Beard, owner

Date

7/31/2026

Print Company Name

T Beard LLC

**Return Application to City
of Highland**

Attn: Mallord Hubbard 1115
Broadway, PO Box 218
Highland, IL 62249
(618) 654-9891

Project Overview

The proposed restoration of the **historic former House of Plenty** represents a significant private investment in Highland's future. This project is more than the renovation of a historic building—it is the restoration of a community landmark and the creation of a destination that celebrates Highland's history through hospitality, dining, and community gathering.

For generations, the former House of Plenty has been recognized as one of Highland's most iconic properties. Following foreclosure, the building has remained vacant, creating both a challenge and an opportunity for the community. Rather than allowing this historic landmark to continue to deteriorate, our vision is to thoughtfully restore and preserve the property while returning it to productive use.

Upon completion, the restored building will feature a locally owned lunch restaurant, community gathering and event spaces, flexible workspace, gourmet desserts, inviting outdoor seating, and a second-floor short-term rental accommodation for overnight visitors. Together, these uses will create a welcoming destination for residents and travelers alike while supporting local businesses and encouraging additional investment throughout Highland.

By preserving one of the community's most recognizable historic landmarks, creating approximately 20 new jobs, expanding tourism opportunities, and investing in the long-term vitality of downtown Highland, this project will ensure that the historic former House of Plenty continues serving the community for generations to come.

1. Description of Business

The proposed project will restore and repurpose the **historic former House of Plenty** into a vibrant restaurant, community gathering place, and destination for visitors to Highland. While the business name is still being finalized, the vision is to honor the legacy of this iconic property while creating a sustainable business that serves residents and visitors alike.

The main floor will feature a lunch restaurant serving fresh soups, salads, artisan sandwiches, and gourmet desserts prepared with quality ingredients in a welcoming atmosphere. The space will also include a community working room designed for business meetings, remote work, and small group collaboration, along with an event space available for private gatherings, celebrations, and community events.

The second floor will be renovated into a **short-term rental accommodation** capable of hosting up to six guests. These overnight accommodations will encourage visitors to extend their stay in Highland while supporting local restaurants, retailers, and attractions.

This project will transform a long-vacant property into a thriving destination that contributes to Highland's economic vitality while preserving one of its most treasured historic buildings.

2. Project Description

The project consists of the complete restoration and renovation of the **historic former House of Plenty**. The existing footprint and square footage of the structure will remain unchanged, preserving the home's historic character while modernizing the building to meet current building codes, accessibility requirements, and safety standards.

Construction Information

- **Main Floor:** 2,811 square feet
- **Second Floor:** 1,370 square feet
- **Total Renovated Area:** 4,181 square feet
- Existing building footprint will remain unchanged.
- Existing parking will remain.
- Construction will occur in two phases.

Phase One

Phase One will focus on completing the main level renovations so the restaurant can begin serving the community as quickly as possible.

Improvements include:

- Lunch restaurant featuring soups, salads, sandwiches, and gourmet desserts
- Commercial kitchen
- Dining room
- Community working room
- Event space
- ADA accessibility improvements throughout the building
- Structural repairs and reinforcement
- Updated electrical, plumbing, HVAC, and life safety systems
- Restoration of the historic exterior
- Reconstruction of the original wraparound porch
- New landscaping
- Outdoor dining and seating areas

The restaurant will open upon completion of Phase One.

Phase Two

Phase Two will complete the renovation of the second floor into a short-term rental accommodation capable of hosting up to six overnight guests while maintaining the architectural integrity and historic character of the building.

Site Evaluation / Constraints

The **historic former House of Plenty** has remained vacant following foreclosure and requires extensive rehabilitation before it can safely reopen to the public.

Restoring a historic structure presents unique challenges, including structural repairs, modernization of utilities and mechanical systems, compliance with current ADA accessibility standards, and adherence to modern building and fire safety codes. Every improvement must be completed while preserving the property's historic architectural features.

Although these requirements significantly increase project costs, they are essential to ensuring the long-term preservation of this landmark for future generations.

3. Community Benefits

The restoration of the **historic former House of Plenty** will provide meaningful and lasting benefits to the City of Highland.

This project will preserve one of Highland's most recognizable historic properties while transforming a long-vacant building into a thriving business that serves residents, visitors, and the local economy.

Upon completion, the project will:

- Preserve and restore one of Highland's most iconic historic landmarks.
- Return a vacant, foreclosed property to productive use.
- Create a unique locally owned lunch restaurant serving fresh soups, salads, sandwiches, and gourmet desserts.
- Provide flexible community workspace for meetings, collaboration, and small business use.
- Offer event space for community gatherings, celebrations, and private events.
- Expand tourism by providing overnight accommodations for up to six guests.
- Encourage visitors to spend additional time and money supporting Highland businesses.

- Create approximately **20 full-time and part-time employment opportunities.**
- Restore the historic wraparound porch while enhancing the property with attractive landscaping and outdoor seating.
- Increase private investment and economic activity within Highland.
- Preserve an important part of Highland's history for future generations.

This project represents far more than the renovation of a building—it is an investment in Highland's identity, economy, and future.

4. Request for City Assistance

We respectfully request the City's partnership in making the restoration of the **historic former House of Plenty** possible.

The costs associated with restoring a historic property far exceed those of standard renovation due to the structural rehabilitation, code compliance upgrades, ADA accessibility improvements, and historic preservation requirements necessary to return the building to public use.

To help make this transformational project financially feasible, we respectfully request consideration for:

- **Facade Improvement Grant**
- **1% Sales Tax Incentive**

These incentives will help offset the extraordinary costs of restoring a historic landmark while encouraging continued private investment in Highland.

With the City's support, this project will preserve a cherished historic property, create approximately 20 jobs, increase tourism, strengthen local businesses, and establish a destination that residents and visitors will enjoy for decades to come.

5. Construction Timeline

Milestone	Target Date
Construction Begins	September 1, 2026
Phase One Complete (Restaurant Opening)	January 1, 2027
Phase Two Complete (Short-Term Rental Accommodation)	December 1, 2027

Closing Statement

The restoration of the **historic former House of Plenty** represents an opportunity to preserve one of Highland's most recognizable landmarks while creating a lasting investment in the community's future. By transforming a long-vacant, foreclosed property into a welcoming destination for dining, community gatherings, special events, and overnight visitors, this project will contribute to Highland's continued growth and vitality.

With the City's partnership through a **Facade Improvement Grant** and **1% Sales Tax Incentive**, this historic property can once again become a place where people gather, visitors are welcomed, local businesses benefit, and Highland's rich history is celebrated.

Our goal is not simply to renovate a building, but to restore a landmark that will serve the community with pride for generations to come.



VENDOR NAME/#	DESCRIPTION	ACCOUNT/DESCRIPTION	AMOUNT	CHECK #	CHECK DATE
AMAZON CAPITAL SERVICES INC	1 QTY VGA ADAPTER 8PK, 1 QTY HDMI	00100018-547000	53.63	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	2 QTY ACER USB HUB 4 PORTS	00100018-547000	18.75	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	GRAPHICS CARD - RETURN	00100018-553000	-359.99	9562	8/7/2026
TYLER TECHNOLOGIES INC	SOFTWARE SPLIT	00100018-553000	700.00	9640	8/7/2026
	FUND TOTAL:	001 -00100018	412.39		
LASHLY & BAER PC	METTLER DEVELOPMENT V CITY OF	00110011-522000	1,150.00	9652	8/7/2026
LASHLY & BAER PC	METTLER DEVELOPMENT V CITY OF	00110011-522000	4,371.56	9652	8/7/2026
MGT IMPACT SOLUTIONS LLC	CHRISTINA SMITH S.T. HOURS JULY	00110011-523000	6,849.08	9610	8/7/2026
WATTS COPY SYSTEMS INC.	COPIER USAGE/LEASE	00110011-534000	192.02	9645	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00110011-538000	39.99	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00110011-538000	-39.99	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00110011-538000	39.99	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00110011-538000	1.79	9556	8/7/2026
THIRD MILLENNIUM ASSOC INC	UTILITY BILL RENDERING	00110011-539000	229.87	9634	8/7/2026
HIGHLAND CHAMBER OF COMMERCE	FUNDUNG REQUEST FOR STREET ART	00110011-539031	3,000.00	9595	8/7/2026
HIGHLAND VOLUNTEER FIRE DEPARTMENT	FUNDUNG REQUEST FOR FIREMANS	00110011-539031	1,000.00	9597	8/7/2026
AMAZON CAPITAL SERVICES INC	MICR TONER, MICR TONER DRUM-	00110011-541000	312.97	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY THERMAL PAPER	00110011-541000	42.74	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY SIDETRAX USB-C CABLE	00110011-541000	12.73	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY AUTOMATIC STAPLER	00110011-541000	47.76	9562	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 50-	00110011-542000	88.04	9651	8/7/2026
WEX BANK	JULY FUEL	00110011-542000	25.06	9656	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY FASTNER FILE FOLDERS, 1 QTY	00110011-543000	36.38	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY PLACTIC DROP CLOTH	00110011-543000	27.89	9562	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	00110011-543000	52.16	9573	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00110011-543000	15.63	9638	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00110011-543000	11.16	9638	8/7/2026
TRENDY TEES & MORE LLC	2 THIRTS W/LOGO, 2 LOGOS ON	00110011-544000	46.00	9637	8/7/2026
	FUND TOTAL:	001 -00110011	17,552.83		
SUMNER ONE INC.	COPIER USAGE/LEASE	00120012-534000	10.00	9631	8/7/2026
MUNICIPAL ELECTRONICS DIVISION LLC	X8-RADAR CERT/STALKER DSR2X	00120012-536000	388.00	9612	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- #10	00120012-536010	35.14	9574	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- #6	00120012-536010	39.37	9574	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00120012-538000	9.99	9556	8/7/2026
CHARLES KIRCHNER & SON INC	WESTHER STRIP FOR NW EXT DOOR-	00120012-538000	3.49	9605	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- POLICE STATION	00120012-538000	188.28	9574	8/7/2026
ZOBRIEST ELECTRIC INC	MATERIAL/LABOR TO PULL 2 NEW	00120012-538000	1,400.00	9648	8/7/2026
GOVERNMENTAL CONSULTING SOLUTIONS INC	CONSULTING SERVICES AUGUST 2026	00120012-539000	800.00	9589	8/7/2026
Rotary Club of Highland	DUES/MEALS 04/01/26-06/30/26- C	00120012-539000	40.00	9625	8/7/2026
TRANSUNION RISK AND ALTERNATIVE	TLO INVESTIGATION CHECK 06/01/26-	00120012-539000	100.00	9636	8/7/2026
TRANSUNION RISK AND ALTERNATIVE	TLO INVESTIGATION CHECK 07/01/26-	00120012-539000	104.70	9636	8/7/2026
TWR LIGHTING INC	TWR TOWER/OBSTRUCTION LIGHT	00120012-539000	55.00	9639	8/7/2026
IDS APPLICATIONS INC.	ANNAUL LAWMAN SOFTWARE MAINT	00120012-539300	615.50	9599	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00120012-541000	2.97	9638	8/7/2026
WEX BANK	JULY FUEL	00120012-542000	5,403.73	9656	8/7/2026
AMAZON CAPITAL SERVICES INC	138A BLACK LASERJET TONER	00120012-543000	50.15	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	6 QTY PAPER TOWELS	00120012-543000	197.22	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	FORKS,PAPER BOWELS	00120012-543000	82.73	9562	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	00120012-543000	18.48	9573	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00120012-543000	19.76	9638	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00120012-543000	19.76	9638	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00120012-543000	-19.76	9638	8/7/2026
AMAZON CAPITAL SERVICES INC	THROW BAG,LIFEJACKET,STORAGE	00120012-544000	158.82	9562	8/7/2026
COMPUSTITCH SCREEN PRINTING AND EMBROIDERY	NAME/HEM POLO TO EMBROIDER-	00120012-544000	40.00	9575	8/7/2026
Leon Uniform Company Inc	X3 MEN UV1 S/S UNDERVEST/X2	00120012-544000	300.00	9606	8/7/2026
AMAZON CAPITAL SERVICES INC	REMOTE HOLDER,APPLE WATCH	00120012-544001	54.07	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	MONTHLY DESK CALENDAR	00120012-544001	10.79	9562	8/7/2026
Leon Uniform Company Inc	STREICHER-X1 AXIHA HI-LITE	00120012-544001	1,175.00	9606	8/7/2026
Leon Uniform Company Inc	X1 FLEX-TAC STRYKE PANT DK NAVY-	00120012-544001	95.00	9606	8/7/2026
Leon Uniform Company Inc	X1-3X11 ID PANEL/X2 FLEX-TAC PANT	00120012-544001	107.50	9606	8/7/2026
Leon Uniform Company Inc	X3 MEN UV1 S/S UNDERVEST/X2	00120012-544001	76.00	9606	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00120012-544001	48.00	9638	8/7/2026
NATHAN BIGGS	REIM WALMART-38MM REV BELT-	00120012-544001	14.00	9614	8/7/2026
O'REILLY AUTO ENTERPRISES INC	4 QTY GL-WIPER FLD	00120012-546000	18.76	9619	8/7/2026
	FUND TOTAL:	001 -00120012	11,662.45		
LASHLY & BAER PC	METTLER DEVELOPMENT V CITY OF	00120013-522000	1,150.00	9652	8/7/2026
LASHLY & BAER PC	METTLER DEVELOPMENT V CITY OF	00120013-522000	4,371.56	9652	8/7/2026
CROWN ROOFING & EXTERIORS INC	REFUND - ROOF COMM/IND/MULTI	00120013-539000	200.00	9578	8/7/2026
WEX BANK	JULY FUEL	00120013-542000	294.28	9656	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	00120013-543000	30.77	9573	8/7/2026
	FUND TOTAL:	001 -00120013	6,046.61		
CONSTELLATION NEWENERGY GAS DIVISION LLC	GAS SERVICE	00120014-533000	1.47	9576	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- #1510	00120014-536010	1,692.49	9574	8/7/2026
BROADWAY BATTERY & TIRE SERVICE INC	REFRIGERATOR FOR FD-1RPWFE/1-	00120014-538000	90.80	9568	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- WOODCREST FIRE	00120014-538000	141.21	9574	8/7/2026
CINTAS CORPORATION NO 2	WATERBREAK COOLER AGREEMENT	00120014-539000	52.20	9571	8/7/2026
CINTAS CORPORATION NO 2	HARD SURFACE DISINFECT SVC	00120014-539000	8.03	9571	8/7/2026
WATTS COPY SYSTEMS INC.	COPIER USAGE/LEASE	00120014-539000	79.83	9645	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	00120014-542000	213.93	9651	8/7/2026
WEX BANK	JULY FUEL	00120014-542000	404.72	9656	8/7/2026
AMAZON CAPITAL SERVICES INC	11 QTY IPAD CASE	00120014-543000	263.99	9562	8/7/2026
	FUND TOTAL:	001 -00120014	2,948.67		
LASHLY & BAER PC	METTLER DEVELOPMENT V CITY OF	00140017-522000	1,150.00	9652	8/7/2026



VENDOR NAME/#	DESCRIPTION	ACCOUNT/DESCRIPTION	AMOUNT	CHECK #	CHECK DATE
LASHLY & BAER PC	METTLER DEVELOPMENT V CITY OF	00140017-522000	4,371.56	9652	8/7/2026
LASHLY & BAER PC	LABOR AND EMPLOYMENT	00140017-522000	200.00	9652	8/7/2026
CONSTELLATION NEWENERGY GAS DIVISION LLC	GAS SERVICE	00140017-533000	3.24	9576	8/7/2026
BROADWAY BATTERY & TIRE SERVICE INC	TRAILER TIRES	00140017-536000	316.00	9568	8/7/2026
COOPERATIVE RESPONSE CENTER INC	BASEFEEJULY,CRCAGENT,CRCAGENT	00140017-539000	268.56	9577	8/7/2026
GOVERNMENTAL CONSULTING SOLUTIONS INC	CONSULTING SERVICES AUGUST 2026	00140017-539000	2,000.00	9589	8/7/2026
KEITH W REECE	PARKING LOTS: MAIN & WALNUT, MAIN	00140017-539000	385.00	9603	8/7/2026
JAMES V MILLER	9 HRS. TREE WORK & 3 STUMP	00140017-539022	2,275.00	9580	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY TOPS TIME CARDS	00140017-541000	7.66	9562	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	00140017-542000	1,535.24	9651	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 002-	00140017-542000	842.57	9651	8/7/2026
NORTHTOWN AUTO & TRACTOR SUPPLY INC	DIESEL EXHAUST FLUID	00140017-542000	50.26	9616	8/7/2026
WEX BANK	JULY FUEL	00140017-542000	229.36	9656	8/7/2026
WEX BANK	JULY FUEL	00140017-542000	246.65	9656	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY PAPER TOWEL HOLDER	00140017-543000	15.99	9562	8/7/2026
CHARLES KIRCHNER & SON INC	PROPANE	00140017-543000	31.50	9605	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	00140017-543000	120.85	9573	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00140017-543000	10.94	9638	8/7/2026
WOODY'S MUNICIPAL SUPPLY CO	GALION 430' DUMP BODY- FOR NEW	00140017-553000	71,343.85	9657	8/7/2026
	FUND TOTAL:	001 -00140017	85,404.23		
QUALITY TESTING & ENGINEERING INC	SERVICES FOR ALDI PROJECT -	00570005-555000	2,607.00	9623	8/7/2026
	FUND TOTAL:	005 -00570005	2,607.00		
GOVERNMENTAL CONSULTING SOLUTIONS INC	CONSULTING SERVICES AUGUST 2026	00770007-539000	1,200.00	9589	8/7/2026
HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT NO 5	SINGLE-FAMILY HOME INCENTIVE-2728	00770007-539000	5,000.00	9596	8/7/2026
	FUND TOTAL:	007 -00770007	6,200.00		
Beelman Logistics LLC	GRIT - 26.10 T., \$23.50 P/T- TIC.# 371851	00840000-543000	613.35	9649	8/7/2026
Beelman Logistics LLC	CM16/TRAP - 466.78 T., \$45.08 P/T	00840000-543000	21,042.48	9649	8/7/2026
CHRIST BROS ASPHALT INC	HMA - 24.49 T., \$90 P/T	00840000-543000	2,204.08	9650	8/7/2026
CHRIST BROS ASPHALT INC	N50/HMA: 101.93 T., \$84 & \$90 P/T.	00840000-543000	9,022.83	9650	8/7/2026
	FUND TOTAL:	008 -00840000	32,882.74		
CONSTELLATION NEWENERGY GAS DIVISION LLC	GAS SERVICE	00960009-533000	262.32	9576	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- KRC	00960009-538000	329.49	9574	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- KRC	00960009-538000	470.70	9574	8/7/2026
ENERGY WISE HEATING COOLING COMPANY	KRC / WCC BUILDING MAINTENCE	00960009-538000	217.50	9586	8/7/2026
ORKIN EXTERMINATING	MONTHLY PEST SPRAY, KRC	00960009-539000	82.09	9620	8/7/2026
ORKIN EXTERMINATING	TRISEMESTER SERVICE KRC	00960009-539000	468.35	9620	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960009-543000	9.99	9556	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY SWIFTER DRY CLOTHES, 1 QTY	00960009-543000	65.41	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	2 QTY HAND TOWELS	00960009-543000	39.36	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY DEHUMIDIFIER	00960009-543000	617.49	9562	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	00960009-543000	271.56	9573	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00960009-543000	165.20	9638	8/7/2026
N KOHL GROCER CO	KRC SUPPLIES. CONCESSIONS	00960009-543000	602.21	9613	8/7/2026
GETTY UP 7 INC	DAIRY QUEEN JULY 2026 CAKES FOR	00960009-543050	208.00	9579	8/7/2026
GETTY UP 7 INC	DAIRY QUEEN APRIL 2026 CAKES FOR	00960009-543050	122.00	9579	8/7/2026
MAZZIO'S PIZZA	MAZZIOS PIZZA KRC PARTIES JUNE	00960009-543050	500.00	9608	8/7/2026
N KOHL GROCER CO	KRC SUPPLIES. CONCESSIONS	00960009-543050	102.00	9613	8/7/2026
Essenpreis Plumbing & Htg	MOEN POSI TEMP CARTRIDGE KRC	00960009-545000	38.15	9587	8/7/2026
	FUND TOTAL:	009 -00960009	4,571.82		
Ameren Illinois	EVERGREEN CT ST LITE	00960016-533000	81.40	9563	8/7/2026
CONSTELLATION NEWENERGY GAS DIVISION LLC	GAS SERVICE	00960016-533000	2.36	9576	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-536000	10.00	9556	8/7/2026
PRODUCTIVITY PLUS ACCOUNT	SERVIC MOWER TOR 72928	00960016-536000	388.51	9622	8/7/2026
PRODUCTIVITY PLUS ACCOUNT	SERVICE MOWER TOR 72928	00960016-536000	284.33	9622	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- 2002 CHEVY	00960016-536010	101.27	9574	8/7/2026
ALLEGION ACCESS TECHNOLOGIES LLC	INTERIOR DOOR OPENING WCC	00960016-538000	297.00	9629	8/7/2026
City Of Highland	DUMPSTER AT WCC 06/22/26 TO	00960016-538000	778.74	9572	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- WCC	00960016-538000	706.05	9574	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- GLIK PARK, RINDERER	00960016-538000	494.24	9574	8/7/2026
ENERGY WISE HEATING COOLING COMPANY	KRC / WCC BUILDING MAINTENCE	00960016-538000	217.50	9586	8/7/2026
BRITNI BERG	HCP POOL REFUND- WEATHER	00960016-539000	225.00	9567	8/7/2026
HEDIGER'S BACKHOE & TRUCKING INC	PUMP TANK AT DOG PARK	00960016-539000	250.00	9594	8/7/2026
LEONARD KNEBEL	REFUND SENIOR CENTER PASS	00960016-539000	25.00	9607	8/7/2026
MOSAIC CHURCH	REFUND RENTAL 08/23/26- CANCELED	00960016-539000	220.00	9611	8/7/2026
RYAN CATES	CAN CLEANER FOR TRASH CANS	00960016-539000	171.00	9570	8/7/2026
NOTTELMANN MUSIC CO	MUNY BAND MUSIC	00960016-539057	228.75	9617	8/7/2026
SCOTT WATTLES & THE BLUE SUEDE CREW	THURSDAY NIGHT PERFORMER	00960016-539057	3,000.00	9627	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00960016-539058	14.14	9638	8/7/2026
ARTS CONNECTION OF CENTRAL ILLINOIS	PRICE IS RIGHT LIVE TICKETS- YAH	00960016-539066	955.00	9564	8/7/2026
HEDIGER'S BACKHOE & TRUCKING INC	PORTA POTTY 4-PARKS	00960016-539066	550.00	9594	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	00960016-542000	518.38	9651	8/7/2026
WEX BANK	JULY FUEL	00960016-542000	4,452.63	9656	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-543000	11.10	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-543000	17.98	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-543000	28.77	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-543000	18.44	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-543000	7.99	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-543000	4.59	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-543000	22.98	9556	8/7/2026
BT STEELE INVESTMENTS INC	MAX METAL SIGN GLIK PARK	00960016-543000	306.00	9558	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	00960016-543000	162.00	9573	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	00960016-543000	21.88	9573	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00960016-543000	5.18	9638	8/7/2026
N KOHL GROCER CO	PARKS SUPPLIES TISSUES / PAPER	00960016-543000	218.75	9613	8/7/2026
ULINE INC	URINAL BLOCKS , URINAL FLAT	00960016-543000	274.41	9642	8/7/2026

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ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	20.44	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	2.78	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	18.44	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	6.72	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	14.99	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	99.99	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	19.98	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	15.97	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	39.98	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	9.98	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960016-545000	156.96	9556	8/7/2026
CHARLES KIRCHNER & SON INC	POST REPAIR MATERIAL GLIK PARK	00960016-545000	141.16	9605	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- PARKS UTILITY SHED	00960016-545000	376.56	9574	8/7/2026
HILLYARD	REPLACED SHOCK, ADJUSTED	00960016-549000	264.12	9598	8/7/2026
NUTOYS LEISURE PRODUCTS INC	4 SWG HGR OD BEAM	00960016-555000	500.00	9618	8/7/2026
	FUND TOTAL:	009-00960016	16,759.44		
CITY OF HIGHLAND	MTN/REPAIR- OUTDOOR POOL	00960503-538000	3,247.83	9574	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	00960503-543000	17.40	9638	8/7/2026
	FUND TOTAL:	009-00960503	3,265.23		
HEDIGER'S BACKHOE & TRUCKING INC	PUMP DOG PARK TANK	00960715-539000	250.00	9594	8/7/2026
WILKE TRUCK SERVICE INC.	FA1 SAND FOR CEMETERY & W&S	00960715-543000	230.31	9647	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	00960715-545000	39.98	9556	8/7/2026
	FUND TOTAL:	009-00960715	520.29		
OATES ASSOCIATES INC	SCHOOL CONNECTOR TRAIL PROJECT	05040050-550500	22,977.90	9654	8/7/2026
QATES ASSOCIATES INC	SOUTH POPLAR RECONST. PROJECT-	05040050-550500	19,522.15	9654	8/7/2026
OATES ASSOCIATES INC	HIGHLAND BICYCLE & PEDESTRIAN	05040050-550500	4,275.00	9654	8/7/2026
OATES ASSOCIATES INC	2026 ITEP APPLICATION: SERVICES	05040050-550500	4,340.00	9654	8/7/2026
OATES ASSOCIATES INC	2026 BROADWAY ITEP: SERVICES	05040050-550500	6,760.00	9654	8/7/2026
OATES ASSOCIATES INC	POPLAR STREET STUDY: SERVICES	05040050-550500	4,610.00	9654	8/7/2026
CHRIST BROS ASPHALT INC	STREET RESURFACING 2026 - PW-01-26	05040050-554010	37,937.83	9650	8/7/2026
	FUND TOTAL:	050-05040050	100,422.88		
VIPOWER SERVICES LLC	1201 HIGHLAND GENERAL SERVICE	10101101-523000	2,000.00	9644	8/7/2026
SUMNER ONE INC.	COLOR OVERAGE	10101101-534000	212.34	9631	8/7/2026
COOPERATIVE RESPONSE CENTER INC	BASEFEEJULY,CRCAGENT,CRCAGENT	10101101-539000	1,253.26	9577	8/7/2026
THIRD MILLENNIUM ASSOC INC	UTILITY BILL RENDERING	10101101-539000	1,034.40	9634	8/7/2026
AMAZON CAPITAL SERVICES INC	4 QTY PAPER TOWELS	10101101-541000	117.04	9562	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 50-	10101101-542000	89.61	9651	8/7/2026
WEX BANK	JULY FUEL	10101101-542000	140.78	9656	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	10101101-543000	7.99	9556	8/7/2026
AMAZON CAPITAL SERVICES INC	2 QTY HDMI CABLE	10101101-543000	25.55	9562	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	10101101-543000	7.38	9638	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	10101101-547000	109.99	9638	8/7/2026
MULTI SERVICE TECHNOLOGY SOULUTIONS INC	WALMART OPERATING SUPPLIES	10101101-547000	109.99	9638	8/7/2026
	FUND TOTAL:	101-10101101	5,108.33		
VIPOWER SERVICES LLC	1201 HIGHLAND GENERAL SERVICE	10101102-523000	3,000.00	9644	8/7/2026
AMERICREDIT FINANCIAL SERVICES INC	LEASE PAYMENT 2026 CHEVROLET	10101102-534000	857.88	9554	8/1/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 50-	10101102-542000	93.42	9651	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL	10101102-542000	25,199.87	9651	8/7/2026
WEX BANK	JULY FUEL	10101102-542000	825.24	9656	8/7/2026
O'REILLY AUTO ENTERPRISES INC	1 QTY BLOW GUN RETURN	10101102-543000	-27.99	9619	8/7/2026
TRENDY TEES & MORE LLC	LOGOS ON KYLE & DOMINC SHIRTS	10101102-544000	12.00	9637	8/7/2026
AMAZON CAPITAL SERVICES INC	2 QTY LATCH LOCK	10101102-545000	32.58	9562	8/7/2026
EDWARDSVILLE MACHINE & WELDING CO. INC.	LABOR TO REPAIR ROCKER BRACKET,	10101102-545000	8,580.00	9583	8/7/2026
JOHN HENRY FOSTER COMPANY OF ST LOUIS INC	PARTS FOR PARKS & REC SWIMMING	10101102-545000	235.52	9601	8/7/2026
O'REILLY AUTO ENTERPRISES INC	1 QTY OIL FILTER	10101102-545000	51.21	9619	8/7/2026
O'REILLY AUTO ENTERPRISES INC	1 QTY 12.5OZCARBBL 1 QTY SPARK	10101102-545000	7.73	9619	8/7/2026
EMAG RED BUD FD LLC	PARTS FOR FIRE TRUCK #1510	10101102-546000	683.27	9584	8/7/2026
ENERGY PETROLEUM CO	OIL FOR SHOP	10101102-546000	757.63	9585	8/7/2026
O'REILLY AUTO ENTERPRISES INC	1 QTY SM BLUE FLEZ. 2 QTY 1	10101102-546000	47.97	9619	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY GLOW IN DARK FISH TAPE	10101102-547000	59.97	9562	8/7/2026
	FUND TOTAL:	101-10101102	40,416.30		
VIPOWER SERVICES LLC	1201 HIGHLAND GENERAL SERVICE	10101104-523000	2,737.50	9644	8/7/2026
ILLINOIS MUNICIPAL UTILITIES ASSOCIATION	JULY SAFETY TRAINING	10101104-524000	1,050.00	9600	8/7/2026
Ameren Illinois	EVERGREEN CT ST LITE	10101104-533000	101.27	9563	8/7/2026
Ameren Illinois	OPTIONAL LIGHTING CHARGE	10101104-533000	53.10	9563	8/7/2026
CHARLES KIRCHNER & SON INC	PROPANE	10101104-542000	28.00	9605	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	10101104-542000	1,720.20	9651	8/7/2026
WEX BANK	JULY FUEL	10101104-542000	602.03	9656	8/7/2026
AMAZON CAPITAL SERVICES INC	5 QTY CASE FOR IPAD	10101104-543000	115.95	9562	8/7/2026
FLETCHER REINHARDT COMPANY	HOT LINE BRONZE CLAMP	10101104-543000	986.25	9588	8/7/2026
FLETCHER REINHARDT COMPANY	FUSE LINK	10101104-543000	525.50	9588	8/7/2026
FLETCHER REINHARDT COMPANY	CONDUIT CAP, FUSE LINK	10101104-543000	935.00	9588	8/7/2026
FLETCHER REINHARDT COMPANY	ATB2ULTS REVERSIBLE UNIVERSAL	10101104-543000	144.00	9588	8/7/2026
Power Line Supply	GUY MARKER, MACHINE BOLT,BOLT	10101104-543000	1,243.09	9621	8/7/2026
Power Line Supply	Terminal Bolt Cable- Flat	10101104-543000	463.20	9621	8/7/2026
Power Line Supply	SAFETY GLASSES	10101104-544000	150.00	9621	8/7/2026
Power Line Supply	GLOVES	10101104-544000	113.28	9621	8/7/2026
Power Line Supply	DAVID & CHRIS S SHIRTS	10101104-544000	514.00	9621	8/7/2026
TRENDY TEES & MORE LLC	LOGOS ON KYLE & DOMINC SHIRTS	10101104-544000	40.00	9637	8/7/2026
McKay Auto Parts Inc	MECHANIC SHOP SUPPLIES	10101104-545000	38.17	9609	8/7/2026
McKay Auto Parts Inc	OIL FILTER FOR WIRE PULLING	10101104-545000	6.70	9609	8/7/2026
O'REILLY AUTO ENTERPRISES INC	1 QTY HD AIR FILTER	10101104-545000	22.03	9619	8/7/2026
O'REILLY AUTO ENTERPRISES INC	2 QTY THREAD KIT, 1 QTY BLOW GUN	10101104-545000	113.97	9619	8/7/2026
AMAZON CAPITAL SERVICES INC	8 QTY LED PARKING LOT LIGHTS	10101104-555000	2,261.68	9562	8/7/2026



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FUND TOTAL:		101 -10101104	13,964.92		
JSI ENGINEERING LLC	TRACKNOW PLUS 08/01/26-08/31/26	11105111-522000	396.00	9602	8/7/2026
CONSTELLATION NEWENERGY GAS DIVISION LLC	GAS SERVICE	11105111-533000	0.88	9576	8/7/2026
SUMNER ONE INC.	COPIER USAGE/LEASE	11105111-534000	193.26	9631	8/7/2026
SUMNER ONE INC.	COPIER USAGE/LEASE	11105111-534000	181.99	9631	8/7/2026
ALBERS HEATING & AIR CONDITIONING INC.	A/C service call at HCS Headend	11105111-538000	2,179.50	9560	8/7/2026
NEXT GENERATION MANAGEMENT SOLUTIONS CORP	Monthly cleaning for July 2026	11105111-538000	85.00	9615	8/7/2026
TELVUE CORPORATION INC	INFOVIEW SERVICE LICENSE	11105111-539000	741.50	9633	8/7/2026
DRIVE SOCIAL MEDIA LLC	SOCIAL -GETTING STARTED	11105111-539033	2,000.00	9581	8/7/2026
GRAY MEDIA GROUP LLC	JULY SUBSCRIBERS KMOV-D5	11105111-539052	1,431.00	9590	8/7/2026
GRAY MEDIA GROUP LLC	JULY SUBSCRIBERS KMOV-D3	11105111-539052	143.10	9590	8/7/2026
GRAY MEDIA GROUP LLC	JULY SUBSCRIBERS KMOV-D1	11105111-539052	7,950.00	9590	8/7/2026
NEXSTAR BROADCASTING INC.	JULY VIDEO CONTENT FEE KPLR-CW	11105111-539052	3,227.70	9653	8/7/2026
NEXSTAR BROADCASTING INC.	JULY VIDEO CONTENT FEE KTVI-FOX	11105111-539052	8,697.30	9653	8/7/2026
NEXSTAR BROADCASTING INC.	JULY VIDEO CONTENT FEE CN-BASIC	11105111-539052	675.75	9653	8/7/2026
SINCLAIR BROADCAST GROUP INC	JULY 2026 SUBSCRIBERS COUNT	11105111-539052	7,806.90	9628	8/7/2026
TIVO PLATFORM TECHNOLOGIES LLC	790NCPTMOBIACCT,136NDVRADDTLUA	11105111-539052	7,613.44	9635	8/7/2026
GREAT LAKES DATA SYSTEMS INC	SMS OUTBOUND MESSAGING 6/25/26-	11105111-539300	150.00	9592	8/7/2026
GREAT LAKES DATA SYSTEMS INC	BROADHUB SOFTWARE SUPPORT	11105111-539300	1,984.10	9592	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	11105111-542000	77.24	9651	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 50-	11105111-542000	369.95	9651	8/7/2026
WEX BANK	JULY FUEL	11105111-542000	211.81	9656	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	11105111-543000	39.99	9556	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	11105111-543000	14.94	9573	8/7/2026
GRAYBAR ELECTRIC COMPANY INC	COMMSCOPE HEAT SHRINK SLEEVES	11105111-543000	283.07	9591	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	11105111-547000	34.99	9556	8/7/2026
ADAMS CABLE EQUIPMENT INC.	Corning AWG dry connectors	11105111-547000	177.00	9557	8/7/2026
ADAMS CABLE EQUIPMENT INC.	SILICONE SEALANT	11105111-547000	70.80	9557	8/7/2026
ADAMS CABLE EQUIPMENT INC.	SILICONE SEALANT	11105111-547000	17.00	9557	8/7/2026
AMAZON CAPITAL SERVICES INC	16 QTY STRUCTURED MEDIA	11105111-547000	944.16	9562	8/7/2026
CHARLES KIRCHNER & SON INC	2 QTY CONDUIT CLAMP 3/4 CLAMP	11105111-547000	12.98	9605	8/7/2026
CHARLES KIRCHNER & SON INC	1 QTY DSP2170-P2 BIT SPADE	11105111-547000	12.99	9605	8/7/2026
CHARLES KIRCHNER & SON INC	4 QTY STD COUPLE, 8 QTY ELBOW	11105111-547000	15.88	9605	8/7/2026
CHARLES KIRCHNER & SON INC	STD COUPLE 3/4, ELBOW CONDUIT	11105111-547000	16.68	9605	8/7/2026
R P LUMBER CO INC	4 QTY CONDUIT CLAMP 2-HOLE OVC 3/4	11105111-547000	11.16	9624	8/7/2026
AMAZON CAPITAL SERVICES INC	25 QTY AMAZON FIRE STICK	11105111-553000	699.50	9562	8/7/2026
CALIX INC.	GM1028H Outdoor WAN/PoE injectors	11105111-553001	864.47	9569	8/7/2026
CALIX INC.	Extended Warranty GM1028H (ref	11105111-553001	60.48	9569	8/7/2026
CALIX INC.	GP1100G Indoor ONTs	11105111-553001	2,142.26	9569	8/7/2026
FUND TOTAL:		111 -11105111	51,534.77		
COOPERATIVE RESPONSE CENTER INC	BASEFEEJULY,CRCAGENT,CRCAGENT	20102201-539000	134.27	9577	8/7/2026
THIRD MILLENNIUM ASSOC INC	UTILITY BILL RENDERING	20102201-539000	344.80	9634	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY TOPS TIME CARDS	20102201-541000	7.66	9562	8/7/2026
FUND TOTAL:		201 -20102201	486.73		
CONSTELLATION NEWENERGY GAS DIVISION LLC	GAS SERVICE	20102202-533000	3.54	9576	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY HP 936 TONER CARTRIDGE	20102202-541000	145.89	9562	8/7/2026
WEX BANK	JULY FUEL	20102202-542000	111.65	9656	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY HACH FREE CHLORINE TEST	20102202-543000	95.50	9562	8/7/2026
Hach Company	CHEMKEY TOTAL AMMONIA,	20102202-543000	840.99	9593	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	20102202-545000	14.95	9556	8/7/2026
HUELS OIL CO	MEROPA 150 35/1 LB PAIL	20102202-545000	107.80	9651	8/7/2026
Brenntag Mid South Inc	AMMONIUM SULFATE	20102202-549000	2,707.50	9566	8/7/2026
Brenntag Mid South Inc	CHLORINE	20102202-549000	2,267.50	9566	8/7/2026
USALCO LLC	DELPAC 2950	20102202-549000	16,245.36	9655	8/7/2026
FUND TOTAL:		201 -20102202	22,540.68		
JEREMIAH GAMBOA	PERDIEM MEALS-CDL CLASS 08/12/26-	20102203-524000	84.50	9658	8/7/2026
JEREMIAH GAMBOA	MILEAGE- CDL CLASS- 08/12/26-08/14/26	20102203-524000	109.35	9658	8/7/2026
TEKLAB INC	TOTAL COLIFORM & E. COLI, ENZYME	20102203-539023	249.70	9632	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	20102203-542000	310.19	9651	8/7/2026
WEX BANK	JULY FUEL	20102203-542000	759.50	9656	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	20102203-543000	38.13	9556	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	20102203-543000	3.98	9556	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	20102203-543000	39.06	9573	8/7/2026
R P LUMBER CO INC	14 PK: BULB LT 32WT8 48 IN 5000K	20102203-543000	97.93	9624	8/7/2026
Schulte Supply Inc	21"X36" METER BOX, FRAME, LARGE	20102203-543000	1,195.68	9626	8/7/2026
Schulte Supply Inc	RETURNED BLUE& GREEN MARK	20102203-543000	-339.90	9626	8/7/2026
WILKE TRUCK SERVICE INC.	FA1 SAND FOR CEMETERY & W&S	20102203-543000	113.06	9647	8/7/2026
NORTHTOWN AUTO & TRACTOR SUPPLY INC	TRUCK # 19 FORD 550 - MERCO LV ATF	20102203-546000	10.09	9616	8/7/2026
NORTHTOWN AUTO & TRACTOR SUPPLY INC	FUEL INTERCHANGE - TRUCK #19 -	20102203-546000	51.09	9616	8/7/2026
FUND TOTAL:		201 -20102203	2,722.36		
COOPERATIVE RESPONSE CENTER INC	BASEFEEJULY,CRCAGENT,CRCAGENT	30103301-539000	134.27	9577	8/7/2026
THIRD MILLENNIUM ASSOC INC	UTILITY BILL RENDERING	30103301-539000	344.80	9634	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY TOPS TIME CARDS	30103301-541000	7.65	9562	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	30103301-543000	38.20	9573	8/7/2026
FUND TOTAL:		301 -30103301	524.92		
JEREMIAH GAMBOA	PERDIEM MEALS-CDL CLASS 08/12/26-	30103303-524000	84.50	9658	8/7/2026
JEREMIAH GAMBOA	MILEAGE- CDL CLASS- 08/12/26-08/14/26	30103303-524000	109.35	9658	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	30103303-542000	310.19	9651	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	30103303-543000	39.06	9573	8/7/2026
R P LUMBER CO INC	14 PK: BULB LT 32WT8 48 IN 5000K	30103303-543000	97.93	9624	8/7/2026
WILKE TRUCK SERVICE INC.	FA1 SAND FOR CEMETERY & W&S	30103303-543000	113.07	9647	8/7/2026
NORTHTOWN AUTO & TRACTOR SUPPLY INC	TRUCK # 19 FORD 550 - MERCO LV ATF	30103303-546000	10.09	9616	8/7/2026
NORTHTOWN AUTO & TRACTOR SUPPLY INC	FUEL INTERCHANGE - TRUCK #19 -	30103303-546000	51.09	9616	8/7/2026
FUND TOTAL:		301 -30103303	815.28		

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KIMHEC LLC	PRETREATMENT IMPLEMENTATION	30103304-523000	1,789.00	9604	8/7/2026
ENERGY WISE HEATING COOLING COMPANY	REPLACE BAD MOTOR ON MINISPLIT W/	30103304-536000	522.00	9586	8/7/2026
DURKIN EQUIPMENT COMPANY	ANALYZERS QUARTERLY CALIBRATION	30103304-539000	1,129.00	9582	8/7/2026
ENERGY WISE HEATING COOLING COMPANY	JULY SERVICE: PREVENT.	30103304-539000	371.00	9586	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 004-	30103304-542000	590.79	9651	8/7/2026
WEX BANK	JULY FUEL	30103304-542000	256.88	9656	8/7/2026
AMAZON CAPITAL SERVICES INC	2 QY GALLON PITCHER	30103304-543000	39.96	9562	8/7/2026
HD SUPPLY INC	CAPKIT FOR HACH, CALGAS	30103304-543000	635.90	9643	8/7/2026
AMAZON CAPITAL SERVICES INC	2 QTY MENS POLOS- RON	30103304-544000	50.30	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY MENS POLO- RETURN	30103304-544000	-25.49	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	1 QTY MENS POLO- RETURN	30103304-544000	-25.49	9562	8/7/2026
AMAZON CAPITAL SERVICES INC	2 QTY POLOS	30103304-544000	50.98	9562	8/7/2026
COMPUSTITCH SCREEN PRINTING AND EMBROIDERY	CITY LOGO ON 4 UNIFORM SHIRTS -	30103304-544000	40.00	9575	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	30103304-545000	7.99	9556	8/7/2026
HUELS OIL CO	DELO GEAR EP 5 LB 80/90 120	30103304-545000	1,123.20	9651	8/7/2026
	FUND TOTAL:	301 -30103304	6,556.02		
KIMHEC LLC	PRETREATMENT IMPLEMENTATION	30103305-523000	5,118.00	9604	8/7/2026
	FUND TOTAL:	301 -30103305	5,118.00		
U.S BANK NATIONAL ASSOCIATION	COPIER USAGE/LEASE	40120401-534000	9.67	9641	8/7/2026
WEBER GRANITE CITY FORD LLC	MTN/REPAIR- #1542	40120401-536010	175.00	9646	8/7/2026
CITY OF HIGHLAND	MTN/REPAIR- EMS-DIMMER SWITCH,	40120401-539000	94.14	9574	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	40120401-542000	7.59	9556	8/7/2026
HUELS OIL CO	JULY DIESEL FUEL	40120401-542000	882.28	9651	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 50-	40120401-542000	96.90	9651	8/7/2026
HUELS OIL CO	DHS-PREM OFF-ROAD DIESEL 50-	40120401-542000	88.98	9651	8/7/2026
WEX BANK	JULY FUEL	40120401-542000	298.84	9656	8/7/2026
AIRGAS INC	OXYGEN	40120401-543000	310.11	9559	8/7/2026
Bound Tree Medical LLC	EMS SUPPLIES	40120401-543000	364.75	9565	8/7/2026
City Of Highland	JULY 2026 CENTRAL PURCHASING	40120401-543000	35.97	9573	8/7/2026
STRYKER SALES CORPORATION	RESTRAINT STRAP, CHEST, BLACK	40120401-543000	26.40	9630	8/7/2026
ACE HARDWARE	ACE OPERATING ACCOUNT	40120401-545000	14.57	9556	8/7/2026
	FUND TOTAL:	401 -40120401	2,405.20		
ALLIED WASTE TRANSPORTATION INC	DUMPSTER BILLING ACCT#3-0350-	71304713-539000	1,067.88	9561	8/7/2026
THIRD MILLENNIUM ASSOC INC	UTILITY BILL RENDERING	71304713-539000	344.79	9634	8/7/2026
	FUND TOTAL:	713 -71304713	1,412.67		
	WARRANT TOTAL:		444,862.76		

Accepted by City Council August 17, 2026

Mayor:

Clerk: