

**AGENDA
REGULAR SESSION
HIGHLAND CITY COUNCIL
CITY HALL, 1115 BROADWAY
TUESDAY, JANUARY 19, 2021
7:00 PM**

NOTE: Mayor Michaelis has determined that, due to the global pandemic and state disaster declaration, in-person meetings are not practicable or prudent at this time. As a result, this meeting will be conducted via phone conference, as part of COVID-19 response.
Please see page 3 of this agenda for instructions for submitting public comments and for monitoring the meeting.

CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE:

MINUTES:

MOTION – Approve Minutes of January 4, 2021 Regular Session (attached)

PROCLAMATION:

Mayor Michaelis will read a document proclaiming January 24th-30th, 2021, as School Choice Week.

PUBLIC FORUM:

A. Citizens' Requests and Comments:

1. Highland Masonic Lodge #583 – 2021 Old Swiss Sausage Supper Traffic Alteration Request – Chris Ebl, 2021 Event Chairman (attached)

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

B. Requests of Council:

C. Staff Reports:

NEW BUSINESS:

- A. **MOTION** – Bill #21-06/ORDINANCE Declaring items of Personal Property Surplus and Authorizing their Sale or Disposal (attached)
- B. **MOTION** – Bill #21-07/RESOLUTION Authorizing the Execution of a Contract for Cooperative Purchasing Between the City and CXT Inc. (attached)
- C. **MOTION** – Bill #21-08/ORDINANCE Approving Rezoning of Property at 1210 Zschokke Street from “R-1-D” Single-Family Residential District to “C-2” Central Business District (attached)
- D. **MOTION** – Bill #21-09/RESOLUTION Waiving Normal and Customary Bidding Procedures and Approving Purchase of One Bucket Truck as a Sole Source Purchase (attached)

Continued

- E. **MOTION** – Bill #21-10/ORDINANCE Declaring Personal Property of the City Surplus and Authorizing its Sale and/or Disposal, Including 26 Lights, 18 Lighting Poles, and All Associated Wiring and Materials Located at Chevron Commercial (attached)
- F. **MOTION** – Bill #21-11/RESOLUTION Approving Agreement for Lighting with Chevron Commercial, Inc. (attached)
- G. **MOTION** – Bill #21-12/RESOLUTION Approving Affiliation Agreement Between City of Highland d/b/a Highland Communication Services; AXS TV, LLC; and, HDNet Movies, LLC (attached)
- H. **MOTION** – Bill #21-13/RESOLUTION Approving Retransmission Consent Agreement, Binding Term Sheet, and WGNA Distribution Agreement Between the City d/b/a Highland Communication Services and Nexstar, Inc. (attached)

REPORTS:


- I. **MOTION** – Approve Warrant #1187 (attached)

EXECUTIVE SESSION:

The City Council may conduct an Executive Session pursuant to the Illinois Open Meetings Act, citing the following OMA exemption, or any other they deem necessary, allowing the meeting: **5 ILCS 120/2(c)(11) to discuss litigation that has been deemed “probable or imminent.”**

ADJOURNMENT:

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.

	Anyone requiring accommodations, provided for in the Americans with Disabilities Act (ADA), to attend this public meeting, please contact Breann Speraneo, ADA Coordinator, by 3:00 PM on Tuesday, January 19, 2021, by calling 618-654-7115.
---	---

Directions for Public Monitoring of Highland City Council Meetings:

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

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

618-882-5625

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

Conference ID #: 867900

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

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

Any comments received prior to the end of the “Public Forum” portion of the meeting, will be read into the record.

PROCLAMATION

Whereas, all children in the City of Highland should have access to the highest-quality education possible; and,

Whereas, the City of Highland recognizes the important role that an effective education plays in preparing all students in Highland to be successful adults; and

Whereas, quality education is critically important to the economic vitality of the City of Highland; and

Whereas, the City of Highland is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

Whereas, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

Whereas, our area has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

Whereas, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

Now, therefore, I, Joseph R. Michaelis, the Mayor of the City of Highland, Illinois, do hereby proclaim January 24th – 30th 2021 as

SCHOOL CHOICE WEEK

and call this observance to the attention of all of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Highland to be affixed this 21st day of January, 2021.

Mayor



CITY OF HIGHLAND

SPECIAL EVENT APPLICATION

Authorized under City Ordinance Sec. 64-3-1

PURPOSE: The City of Highland supports various community activities and festivals throughout the year. Establishing public safety and coordinating needs between the events and the city are the overall goals of this process. It is the responsibility of the specific event Sponsors to obtain, complete, and follow through the application process for city approval.

SPECIAL EVENT: A “Special Event” is defined as: (1) any event, race, gathering, demonstration, or service; (2) that occurs partially or completely within the jurisdiction of the City of Highland; (3) is expected to draw crowds in excess of one hundred fifty (150) attendees; and (4) is expected to or could disrupt normal daily functions within the City of Highland including but not limited to traffic congestion and excess noise; or could create a public health/safety concern without proper precautions or prior planning. Specific examples would include (but are not limited to): The Kirchenfest, Schweizerfest, 5K runs, parades, Art in the Park, Fourth of July Festivities, Madison County Fair, etc. The City Manager will make the final determination as to whether an event qualifies. This will be based upon the totality of the circumstances presented.

PROCEDURE:

1. All Requests will be directed to Highland City Hall, to the attention of the Deputy City Clerk.
2. Applications will be available at Highland City Hall, Monday-Friday, 8:00 am to 5:00 pm or online through the City’s web site.
3. Applications will be completed by the Event Sponsor and submitted at least 60 days prior to the event. The application must be signed by the Event Sponsor Responsible Party. Incomplete applications will not be accepted. If an application is accepted and later determined to be incomplete, the applicant will be notified by the Deputy Clerk. Failure to provide information will result in denial of application.
4. The Deputy City Clerk will forward the application to all city departments that have responsibilities relating to the event. If necessary, a committee meeting involving the event Sponsor and city stakeholders may take place to clarify questions, determine specific needs, and address concerns.
5. The event Sponsor is required to obtain final approval for the special event from the City Manager. The City Council may announce the special event to the public at a scheduled Council meeting.

CITY OF HIGHLAND-SPECIAL EVENT APPLICATION

Name of Event: MASONIC LODGE SAUSAGE SUPPER

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

Location of Event: 721 9th St.

Sponsoring Organization/Individual: MASONIC LODGE

Event Responsible Party: CHRIS ERL

Address: 6 Dorsett Ln

Phone(s): 618-210-3126

Email: chris@digitalartz.us

Secondary Contact: Josh Sheppard

Address: _____

Phone(s): _____

Email: _____

Date(s) of Set-up: 2-14-2021

Event Date(s) / Times:

10:30 AM - 4:00 PM

Date(s) of Tear-down: 2-14-2021

Expected Attendance: _____

Alcohol License Required: Yes No

If yes, application received: Yes No

Sound Amplification System utilized: Yes No

If yes, hours of operation: _____

Funding request of the Council: Yes No

Amount requested and purpose: _____

City Services Requested – Please attach additional documents (maps, detailed information), where needed. Write “Not applicable” if no services requested.

(Directors must initial behind requests)

Street Dept: Signage, Barricades, Street Closures (Specify): **Public Works Director:** _____

BARRICADE 9th St At Walnut FOR ONEWAY
DIRECTION WEST TO PESTALOZZI FOR CARRY OUT
ORDER TRAFFIC

Electric Dept: Electrical Service, Lighting (Specify): **Electric Dept. Director:** N/A

Public Safety: Security, First Aid, Traffic Control (Specify): **Public Safety Director:** N/A

HCS Services: Wi-Fi or other technological needs (Specify): **HCS Director:** N/A

Other City Services: Restrooms, City Officials (Sign approval), Refuse Dumpsters (Specify):

Department: N/A

Application Checklist (Attachments):

Deputy Clerk Initial
Upon receipt or waiver:

Certificate of Insurance: (attached) _____

- Must be General liability
- \$1 Million per occurrence/\$2 million aggregate
- City named as “additional insured” If Event is on city property.

Site Plan Rendering _____

Evacuation Plan _____

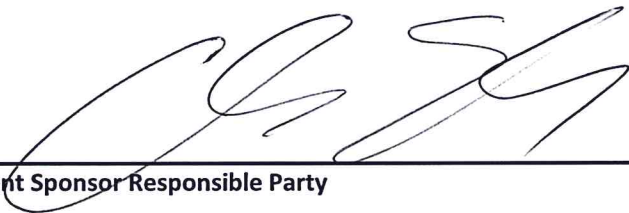
Fire Plan _____

Parking Plan _____

Schedule City Council Meeting for announcement _____

○ **Date:** _____

Application Submittal (60+ days) _____

 _____
Event Sponsor Responsible Party Date

1-6-2021

City Manager Date

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND, ILLINOIS, SURPLUS AND AUTHORIZING ITS SALE AND/OR
DISPOSAL, INCLUDING OFFICE EQUIPMENT**

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, City currently owns personal property shown on **Exhibit A** 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; and

WHEREAS, City has determined the City Manager and/or his designee is permitted to sell, dispose of, or recycle the surplus personal property (**Exhibit A**) for the maximum value that can be obtained, to dispose of the surplus personal property where appropriate, and/or to recycle the 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 (**Exhibit A**) surplus, and sell, dispose of, and/or recycle 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 shown on **Exhibit A** is hereby declared no longer useful to the City or necessary for City purposes, that the personal property shown on **Exhibit A** is

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

Section 3. That the City Manager and/or his designee is directed and authorized to sell, dispose of, and/or recycle the personal property shown on **Exhibit A** 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 of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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

City of Highland Surplus Personal Property Listing

Item Name	Quantity	Serial #	Model #
Copier Floor Model 2008	1	6110076	CM4520
Imagistics International Inc			
Copier Floor Model 2008	1	7120842	9513
Imagistics International Inc			
Dell Monitor	1	CN-OM1618-46633-3CR-05C	E152FPB
Dell Monitor	1	CN-OCC299-64180-65M-1HXL	1907FPC
Rocketfish Bluetooth Keyboard	1	9D11A00591	RF-BTKB2
Dell Keyboard	1	CN-07N242-71616-41E-1IRX	SK-8110
Dell Keyboard	1	CN-0GM952-44751-8C4-0092	4-RAQ-DEL2
Dell Monitor	1	0504001908449	1704FPTt
Adding Machine	1	6045101033	1460-3
Dell Monitor	1	CN-0UH837-48220-797-06FA	1908F
APC Back - UPS	1	3B1041X15547	BR1500G
APC Back - UPS 600	1	4B1342P12130	BN600G
HP Laserjet 1300 Printer	1	SG39T318Y7	C6502A
Cordless Mouse	3		
Dell Color Printer	1	898E6649	C1660W
Dell Keyboard	1	CN-05P02F-71581-1B7-OOFT-A01	KB212B
HP Laserjet 4350 Printer	1	CNRXX01292	Q5408A
HP Laserjet 85A Printer	1	CNB8B5652T	B015B-0906-00
Christmas Trees	2		
Office Desk	1		
Peavey Architectural Acoustics Council Room Sound System			
Modular Series Preamp	1		MPA700T
Modular Series	1		MA635T
Octave Graphic Equalizer	1		RTD311/3
Soundmate Personal Listening Systems	1		Telex AAT-2
Multimedia Speakers	1	CN-OMN008-71623-45R-0456	AC511
Adding Machine	1	1560611J01142	1560-6
Dell Color Multifunction Printer	1	VN-OKWX7N-78240-7BO-B145	E525W
Miscellaneous Boxes of Cables	Several Boxes		



City of Highland

Finance Department

MEMO TO: Chris Conrad, Interim City Manager
FROM: Kelly Korte, Director of Finance
SUBJECT: Surplus Property Request
DATE: January 5, 2021

I am requesting approval of several office equipment items to be approved for disposal as surplus property of the City of Highland. I have included a listing of the items that are no longer useful to the City. If you should have any questions, please let me know.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR COOPERATIVE PURCHASING BETWEEN THE CITY OF HIGHLAND, ILLINOIS, AND CXT 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, Article VII, Section 10(a) of the Illinois Constitution of 1970 confers broad powers upon units of local government to contract or otherwise associate among themselves, with the State of Illinois, with other states and their units of local government, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any power or powers which may be exercised by any unit of local government in the State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency or unit of local government of any other state or of the United States unless otherwise prohibited by law; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) authorizes units of local government to contract with one or more units of local government, within and outside of the State of Illinois, to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the units of local government entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where expressly prohibited by law; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/0.01 *et seq.*) authorizes certain governmental units to purchase personal property and supplies jointly with one or more other governmental units; and

WHEREAS, Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions; and

WHEREAS, Over 47,000 member agencies enjoy the value and commitment of the world-class Sourcewell awarded vendors; and

WHEREAS, CXT Concrete Buildings has been awarded Sourcewell (formerly NJPA) contract #030117-CXT for playground and recreation related equipment, accessories and supplies; and

WHEREAS, Sourcewell contracts are nationally solicited, competitively bid and awarded on behalf of Sourcewell current and potential government and education member agencies; and

WHEREAS, City is a current Sourcewell member; and

WHEREAS, City's membership with Sourcewell ensures that all contracts for playground and recreation related equipment, accessories and supplies are competitively bid; and

WHEREAS, City's membership with Sourcewell permits City to purchase competitively bid playground and recreation related equipment, accessories and supplies directly through Sourcewell; and

WHEREAS, City solicited bids from manufacturers for public restrooms to be placed in Plaza Park, and received the following

1. Romtec – minimum quote of \$150,000;
2. McCann Precast - \$115,000 (does not include crane service);
3. CXT Concrete Builders - \$142,330 (includes all options selected by City)

(See memo, bid, and options attached hereto as **Exhibit A**); and

WHEREAS, City has determined McCann Precast is the lower bid, but their bid does not include the added cost or responsibility (potential liability) of necessary crane services to place the restrooms; and

WHEREAS, the Director of Parks and Recreation has informed City Council that CXT restrooms are the most efficient and durable structures used by the Parks Department, and the CXT restrooms are not difficult to install and will be able to function within one day; and

WHEREAS, City has determined it is in the best interest of public health, safety, general welfare and economic welfare to purchase CXT Restrooms under the Sourcewell Purchasing Program, and according to the quote attached hereto as **Exhibit A**; and

WHEREAS, City has determined the City Manager and/or Mayor are authorized and directed to execute any documents necessary to purchase CXT Restrooms under the Sourcewell Purchasing Program, and according to the quote attached hereto as **Exhibit A**.

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

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

Section 2. City's purchase of CXT Restrooms under the Sourcewell Purchasing Program, and according to the quote attached hereto as **Exhibit A**, is approved.

Section 3. The City Manager and/or Mayor are authorized and directed to execute any documents necessary to purchase CXT Restrooms under the Sourcewell Purchasing Program, and according to the quote attached hereto as **Exhibit A**.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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



HIGHLAND

PARKS & RECREATION... The *FUN* Theory!

To: Interim City Manager, Chris Conrad
From: Mark Rosen, Director of Parks & Recreation
Date: January 19, 2021
Subject: Purchase Request – Public Restroom

Recommendation

I am recommending your approval to purchase a public restroom from CXT Concrete Buildings to be placed in “The Plaza” that will be developed over the coming months.

Discussion

CXT is listed as a GSA Contractor as well as with Sourcewell, thus allowing us to forego seeking NOML. However, in addition to CXT, we also solicited quotes from: Romtec Restrooms – Minimum quote \$150,000
McCann Precast – Minimum quote \$115,000 (does not include crane service)

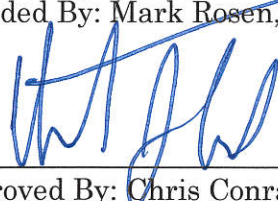
Although McCann Precast is the lower bid, their bid does not include the added cost nor responsibility of the city having to schedule and pay for the crane service. Therefore, there is no liability to the city during installation. Based on my department’s experience in using CXT restrooms, they are the most efficient and durable structures we have as a park amenity. Once delivered, the unit will be able to function within one day.

Fiscal Impact

Money from the city’s comfort station tax (\$72,000), as well as from Economic Development will be used to purchase this restroom.



Recommended By: Mark Rosen, Director of Parks & Recreation



Approved By: Chris Conrad, Interim City Manager

PURCHASE REQUEST

Item Public Restroom Date Jan. 8, 2021

Department Parks & Rec. Employee Mark Rosen

Account Number _____

<u>Company</u>	<u>Address</u>	<u>Quote</u>
1.) <u>CXT Concrete Buildings</u>	_____	<u>\$142,330.00</u>
2.) _____	_____	_____
3.) _____	_____	_____


Company recommended for purchase CXT

★ If low quote is not recommended, please explain _____

Approved

Disapproved

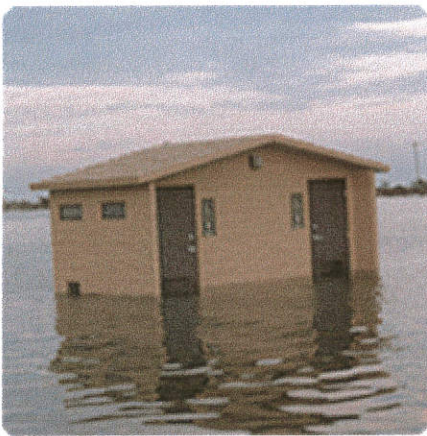
Department Director signature 

City Manager signature 

★ Attached written quotes if request is over \$5,000.

CXT eXtreme Toilets -- TOUGH AS MOTHER NATURE

- Engineered to maintain their aesthetics in extreme conditions.
- Can withstand snow, wind, water and zone-4 seismic loads.
- All the buildings shown below are still in use today.



Withstanding Mother Nature's Forces

According to the weather service and the US Geological Survey, Hurricane Ike's main peak surge happened within 2 to 4 miles of where Wildlife Biologist, Patrick Walther's office was located in the Texas Chenier Plains Refuge Complex in Sabine, Texas. Estimates indicate that the surge height was 18 to 19+ feet.

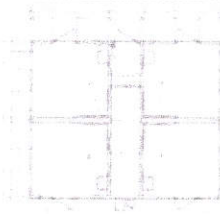
Stated Walther, "The impacts were both impressive to see mother nature's power or depressive to see the place you work leveled. But standing firm by the entrance road was the CXT concrete building. The force of the water and waves moved the building approximately 6 to 9 feet, but other than the plumbing being broken, the restrooms were fine. Not a vent or window damaged."



An **LB Foster**
Company

L.B. Foster Home | Rail Products | Piling Products | Threaded Products | Coated Products | CXT Concrete Ties | Fabricated Bridge Products

Arapahoe



Arapahoe with chase restroom building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded and setup at site.

Base Price		Price per unit	Click to select	
Arapahoe		\$ 110,710.00		110,710.00
Added Cost Options:				
Final Connection to Utilities		\$ 4,740.00	<input type="checkbox"/>	0.00
Optional Wall Texture -choose one <input type="radio"/> Split Face Block (\$4,620) <input type="radio"/> Struck Trowel (\$4,620) <input checked="" type="radio"/> Stone (\$6,300)			Reset Wall Texture	6,300.00
Optional Roof Texture -choose one <input type="checkbox"/> Delta Rib		\$ 975.00		0.00
Two-Tone Color Scheme		\$ 265.00	<input type="checkbox"/>	0.00
Stainless Steel Plumbing Fixtures		\$ 5,840.00	<input type="checkbox"/>	0.00
Vitreous China Urinal (each)	Qty: 4	\$ 290.00	<input checked="" type="checkbox"/>	1,160.00
Stainless Steel Urinal (each)	Qty: 4	\$ 945.00	<input type="checkbox"/>	0.00
Electric Hand Dryer (each)	Qty: 4	\$ 625.00	<input checked="" type="checkbox"/>	2,500.00
Electronic Flush Valves -Building without Urinals		\$ 2,840.00	<input type="checkbox"/>	0.00
Electronic Flush Valves for Optional Urinal (price per urinal)	Qty: 4	\$ 750.00	<input type="checkbox"/>	0.00
Electronic Lavatory Faucets		\$ 2,440.00	<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$ 3,600.00	<input checked="" type="checkbox"/>	3,600.00
30-gallon Electric Water Heater		\$ 790.00	<input checked="" type="checkbox"/>	790.00
Skylight in Restroom (each)	Qty: 4	\$ 450.00	<input checked="" type="checkbox"/>	1,800.00
Marine Grade Skylight in Restroom (each)	Qty: 4	\$ 1,525.00	<input type="checkbox"/>	0.00
Marine Package for Extra Corrosion Resistance		\$ 6,510.00	<input type="checkbox"/>	0.00
Tile Floor in Restroom		\$ 8,035.00	<input type="checkbox"/>	0.00
Fiberglass Entry and Chase Doors and Frames		\$ 7,125.00	<input type="checkbox"/>	0.00
2K Anti-Graffiti Coating		\$ 7,875.00	<input type="checkbox"/>	0.00
Timed Electric Lock System (does not include chase door)		\$ 7,660.00	<input type="checkbox"/>	0.00
Exterior Frostproof Hose Bib with Box		\$ 410.00	<input type="checkbox"/>	0.00
Paper Towel Dispenser (each)	Qty: 4	\$ 180.00	<input type="checkbox"/>	0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 80.00	<input type="checkbox"/>	0.00
Sanitary Napkin Disposal (each)	Qty: 4	\$ 55.00	<input checked="" type="checkbox"/>	220.00
Baby Changing Station (each)		\$ 450.00	<input type="checkbox"/>	0.00
CXT Wastebasket (each)		\$ 130.00	<input type="checkbox"/>	0.00
Paint Touch-up Kit - Single Color		\$ 60.00	<input type="checkbox"/>	0.00
Paint Touch-up Kit - Two Tone Color		\$ 65.00	<input type="checkbox"/>	0.00
Total Cost of Selected Accessories from Accessories Price List:			\$	16,370.00
Estimated One-Way Transportation Costs to Site (quote):			\$	12,750.00
Custom Options: Illinois state engineered sealed drawings			\$	2,500.00
Estimated monthly payment on 5 year lease \$1,330.62		Total Cost per Unit placed at Job Site: (excludes all taxes)		\$ 142,330.00

This price quote is good for 60 days from date below, and is accurate and complete.

Rich Edwards
Digitally signed by Rich Edwards
Date: 2020.12.01 12:27:31 -06'00'

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

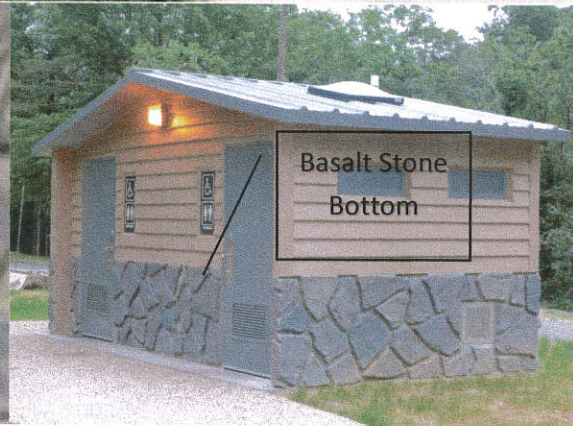
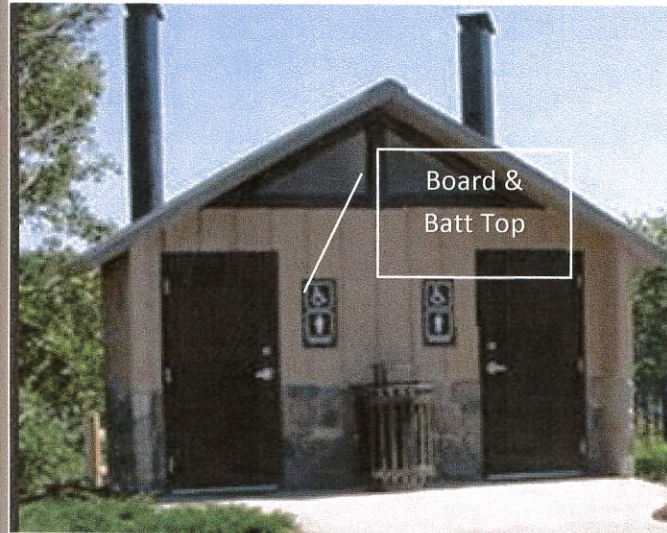
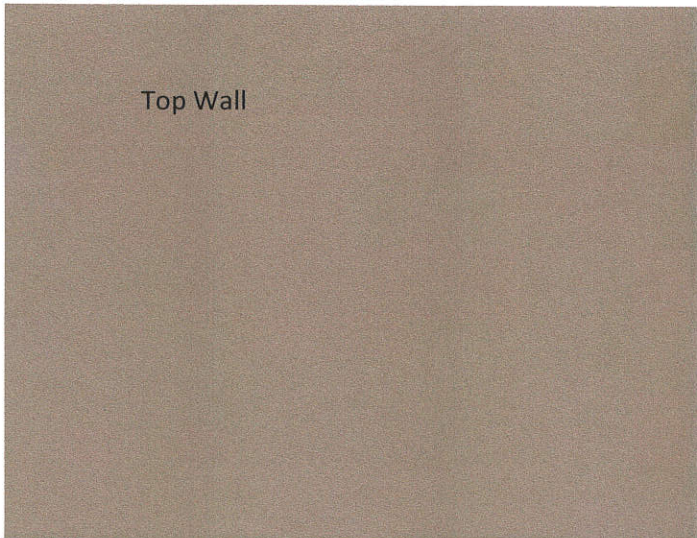
Customer

Date

Alternative example of top wall



Color Selection and Wall Examples





ORDINANCE NO. _____

AN ORDINANCE APPROVING REAL ESTATE REZONING FOR
1210 ZSCHOKKE STREET, HIGHLAND, ILLINOIS, FROM
“R-1-D” SINGLE FAMILY RESIDENTIAL DISTRICT TO “C-2”
CENTRAL BUSINESS DISTRICT

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, Michael Tebbe (hereinafter “Owner”), owns the fee simple interest in 1210 Zschokke Street, Highland, Illinois 62249 (hereinafter “Land”); and

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

WHEREAS, Owner’s application requests that the Land be rezoned from “R-1-D” Single Family Residential District to “C-2” Central Business District, and that the City of Highland Official Zoning Map be amended to indicate that change in zoning classification; and

WHEREAS, the Combined Planning and Zoning Board (“CPZB”) of City held a properly noticed public hearing on January 6, 2021, and has submitted its advisory report, attached hereto as **Exhibit B**; and

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

WHEREAS, City has determined it should approve the Land being rezoned from “R-1-D” Single Family Residential District to “C-2” Central Business District; and

WHEREAS, the City Manager and/or Mayor is authorized and directed to execute any documents required to rezone the Land from “R-1-D” Single Family Residential District to “C-2” Central Business District; and

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

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

Section 2. Pursuant to §90-82 of the Zoning Code of the *Code of Ordinances, City of Highland*, the Land shall be rezoned from “R-1-D” Single Family Residential District to “C-2” Central Business District.

Section 3. The City of Highland Official Zoning Map is hereby amended to indicate that change in zoning classification, from “R-1-D” Single Family Residential District to “C-2” Central Business District, with respect to the Land in question.

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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



City of Highland Building and Zoning

Meeting Date: January 6, 2021

From: Breann Speraneo, Director of Community Development

Location: 1210 Zschokke Street

Zoning Request: Rezoning

Description: Rezoning from R-1-D Single Family Residential to C-2 Central Business District

Proposal Summary

The applicant and property owner is Michael Tebbe of 15B Warren Manor, Highland, IL. The applicant of this case is requesting the following rezoning:

- Rezone 1210 Zschokke Street from R-1-D Single-Family Residential to C-2 Central Business District. (PIN# 01-2-24-05-11-202-011).

The property currently consists of a two-unit apartment building. The rezoning is being requested in order to allow for a hair salon to occupy one of the units.

Comprehensive Plan Consideration

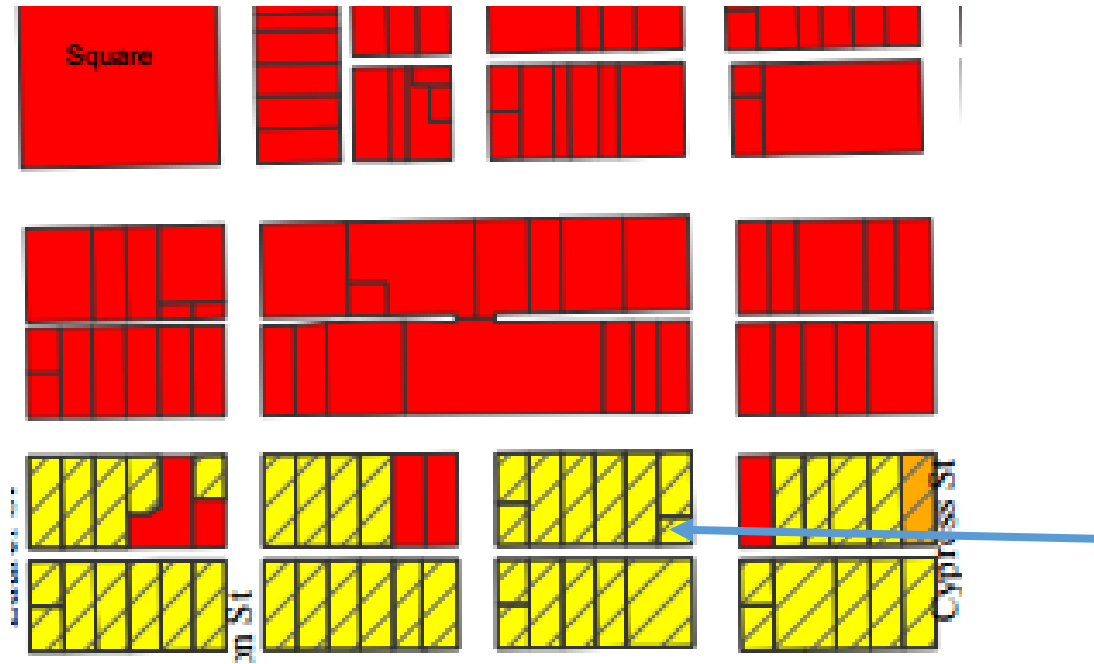
The Comprehensive Plan and Future Land Use Map are considered policy guides to current and future development. While they do not have the force of an ordinance, it is generally recommended that municipalities adhere to the findings, policies, principals, and recommendations in these documents. Changes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

The subject property is denoted as “downtown” on the Comprehensive Plan’s Future Land Use Map. A hair salon is an appropriate use for the downtown district.



City of Highland Building and Zoning

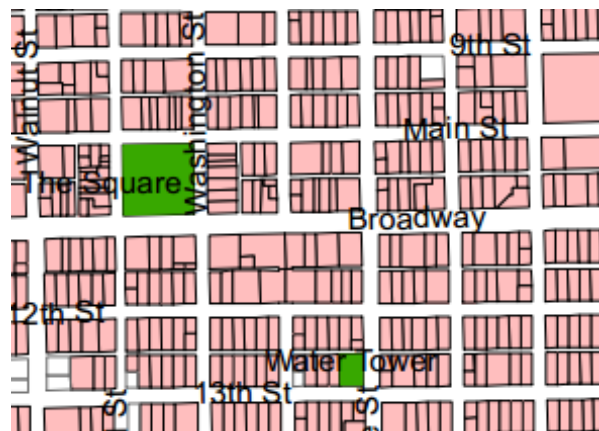
Zoning Map



Legend

- Corporate Boundary
- R-1-A - Single Family Residence 150 FT. Lot Width
- R-1-B - Single Family Residence 100 FT. Lot Width
- R-1-C - Single Family Residence 70 FT. Lot Width
- R-1-D - Single Family Residence 50 FT. Lot Width
- R-2-A - Multiple Family Residence 70 FT. Lot Width
- R-2-B - Multiple Family Residence 70 FT. Lot Width
- R-3 - Multiple Family Residence 60 FT. Lot Width
- C-2 - Central Business District No Lot Width Requirement
- C-3 - Highway Business District None
- C-4 - Limited Business No Lot Width Requirement
- I - Industrial District No Lot Width Requirement
- MX - Mixed Use
- Not In Corporate Limits

Future Land Use Map



Future Land Use

- Non-Urban/Ag
- Residential
- Med. Density Res.
- Multi-Family
- Institutional/Public
- Downtown
- Mixed Use
- Commercial
- Industrial



Standards of Review for Zoning Map Amendments and Findings of Fact

Below are the nine (9) consideration items listed in Section 90-88 of the Zoning Code which the Combined Planning and Zoning Board shall take into account while reviewing a zoning map amendment request.

- Existing use and zoning of the property in question.

The property is currently a two-unit apartment building and is zoned R-1-D.

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

Direction	Land Use	Zoning
North	Four-Unit Residence	R-1-D
South	Tot Lot	R-1-D
East	Shopper’s Review	C-2
West	Two-Unit Residence	R-1-D

- The extent to which the zoning map amendment may detrimentally affect nearby properties.

Nearby property will not be negatively affected. The area to the east is zoned C-2 and this area contains a variety of uses.

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

R-1-D is primarily for single-family residences and, therefore, is not the most appropriate zoning classification.

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

The property is suitable for a hair salon. While there is not on-site parking, additional parking is not required given that the building is not being altered in any way.

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

The proposed zoning goes with the character of the area. This area has a mixture of zoning districts, including C-2.

- The effect the proposed map amendment would have on the implementation of the City’s Comprehensive Plan.

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

- The effect the proposed map amendment would have on public utilities, other needed public services and traffic circulation on nearby streets.

There would not be a negative effect on public utilities, other needed public services and traffic circulation on nearby streets.

- Whether the map amendment will promote the health, safety, quality of life, comfort and general welfare of the city.

The map amendment will promote the health, safety, quality of life, comfort and general welfare of the city.

Staff Discussion

Given that this area consists of a mixture of residential and commercial uses, staff believes that rezoning to allow for a hair salon to operate on the property is appropriate.

The applicant has stated that one employee will be providing hair services and will only be scheduling one customer at a time, so staff is not concerned about overcrowding the available street parking.

Aerial Photograph



Site Photos



EXHIBIT "A"

Zoning Map Amendment Rezoning Application

Return Form to:

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

For Office Use Only

Date Submitted: _____
Filing Fees: _____
Date Paid: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____
Zoning File #: _____

APPLICANT INFORMATION:

Applicant: Michael R. Tebbe Phone: 618-581-0152
Address: 15 WARREN MANOR UNIT B Zip: 62249
Email Address: Rita Tebbe @ yahoo.com
Owner: Michael R. Tebbe + Rita M. Tebbe Phone: 618-581-0152
Address: SAME AS ABOVE Zip: _____
Email Address: _____

PROPERTY INFORMATION:

Street Address or Parcel ID of Property: 1210 ZSCHOKKE

Property is Located In (Legal Description): _____

Present Zoning R-1-D Requested Zoning: C-2 Acreage: _____

Present Use of Property: apartments - vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	<u>4-unit residence</u>	<u>R1D</u>
South	<u>Top Lot</u>	<u>R1D</u>
East	<u>Shopper's Preview</u>	<u>CZ</u>
West	<u>2-unit residence</u>	<u>R1D</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

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

in RESIDENTIAL ZONING

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? Yes No _____

2. Is the proposed change consistent with the Future Land Use Map? Yes No _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

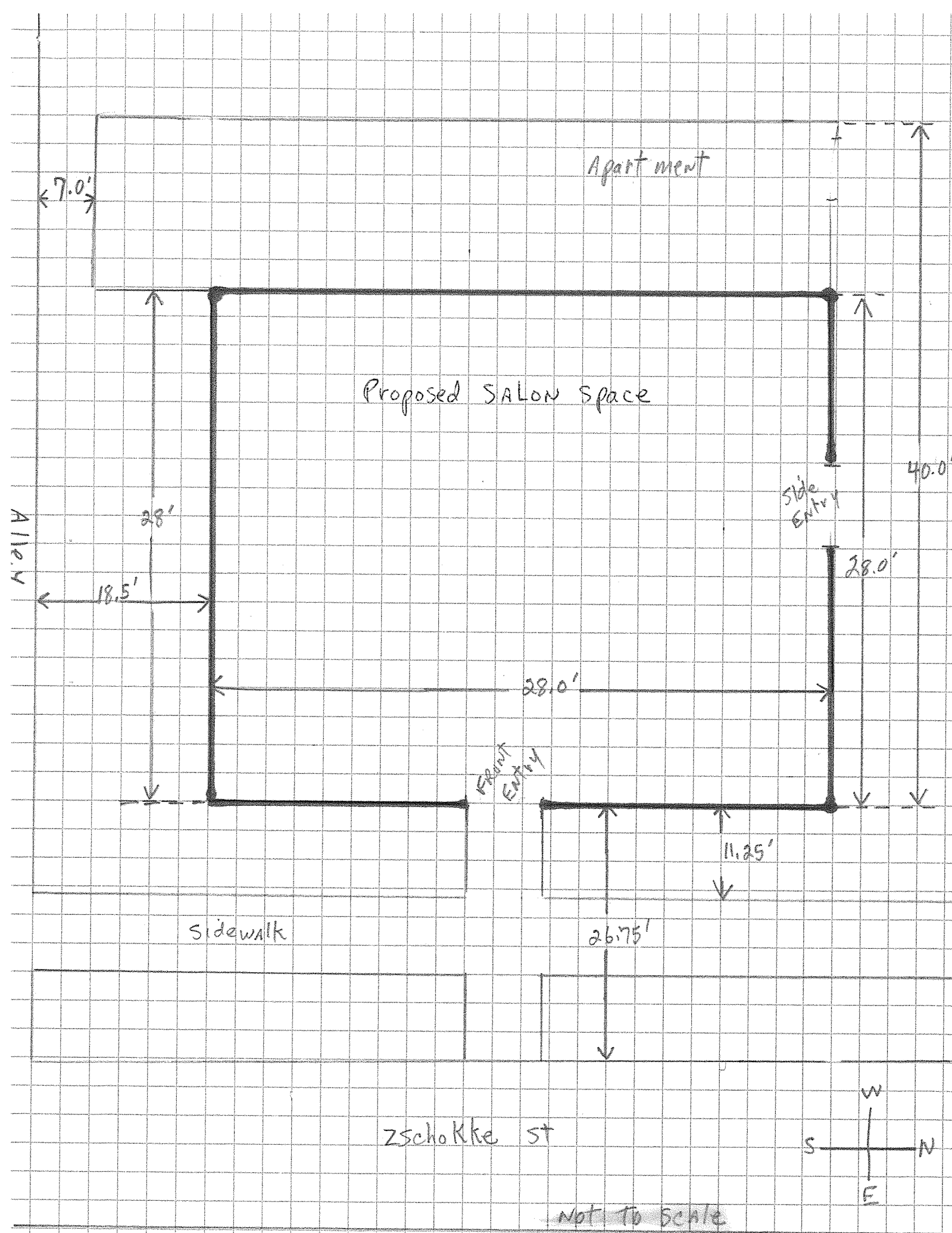
THE FOLLOWING ITEMS MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description AND warranty deed of the property proposed to be rezoned. If the applicant is not the property owner, a notarized letter from the property owner granting the applicant permission to apply for the request will be required.
- 2. A current plat, site plan, survey, or other professional illustration.
- 3. One copy of a narrative statement describing the impact of the proposed change, including the purpose of the request, the desired land use, any traffic conditions that may result, how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Highland.
- 4. If the proposed zoning is a Planned Use or requires a special use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.
- 5. Application fee.
- 6. A stamped copy from the Madison County Maps and Plats Department identifying all property owners within 250 feet of the subject property (see Exhibit "B").
- 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

Michael R. Tibhe
Applicant's Signature

11/18/2020
Date



Apartment

Proposed SALON Space

ALLEY

7.0'

28'

18.5'

28.0'

28.0'

40.0'

Side Entry

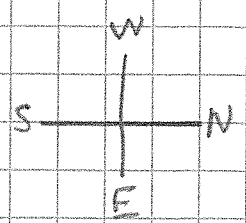
FRONT ENTRY

Sidewalk

11.25'

26.75'

Zschokke St



Not To Scale

This space has been used as a one-bedroom apartment but is currently empty. I have been approached by someone who wishes to operate a hair salon with the desire to purchase the property and the adjoining apartments at 1120 12th street.

I have owned both properties since 1988 and have known the traffic on Zschokke Street to be light. While parking is on the street only, one client would be scheduled at a time so I don't believe parking would be affected by any additional traffic. In fact, I have previously rented this apartment to working couples that have had two vehicles.

The property is across the street from the Shopper's Review at 1200 12th Street and ½ block to the north on 12th street is Kloss Furniture. For a time a coffee shop was operating at 1115 12th street.

I don't think that this sort of business would change the character of the neighborhood and would provide a convenient and close walk-to alternative for neighboring residents for hair care.

Although I am not well versed in this, I assume that this business would generate additional sales tax revenue for the city.

Thank you for your consideration.

dec. 7 monday
Approx. 1 P.M.



dec. 7 monday
Approx 1 P.M.



dec. 8 Tuesday
Approx 5:00 Pm



dec. 8 Tuesday
Approx 5 Pm



dec. 9 Wednesday

Approx 8:30 AM



dec. 10 Thursday

Approx 9:30 AM



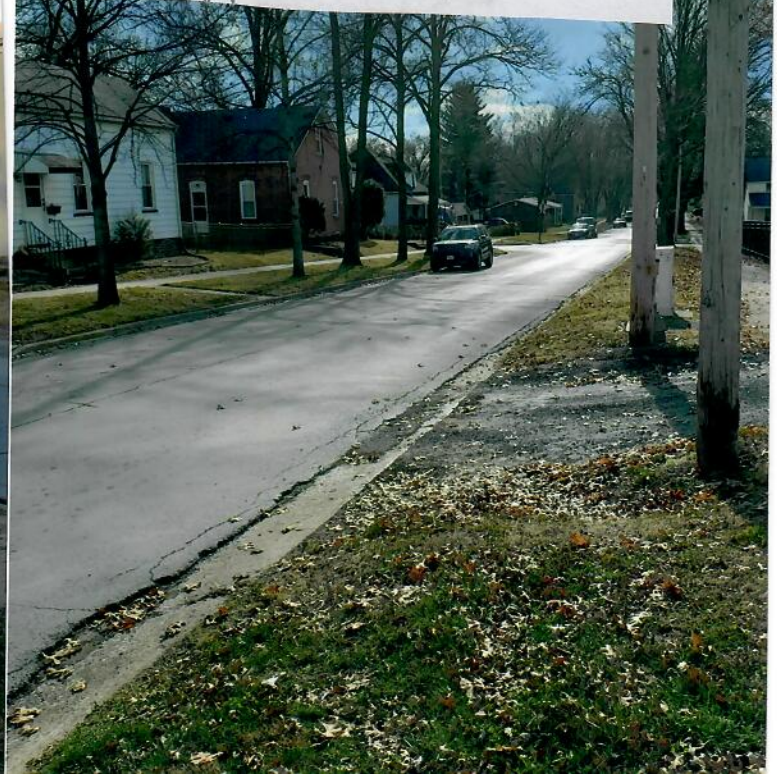
dec. 10 Thursday

Approx 4:30 PM



dec. 11 Friday

Approx 11:30 AM



dec. 11 FRIDAY

Approx. 11:30 AM



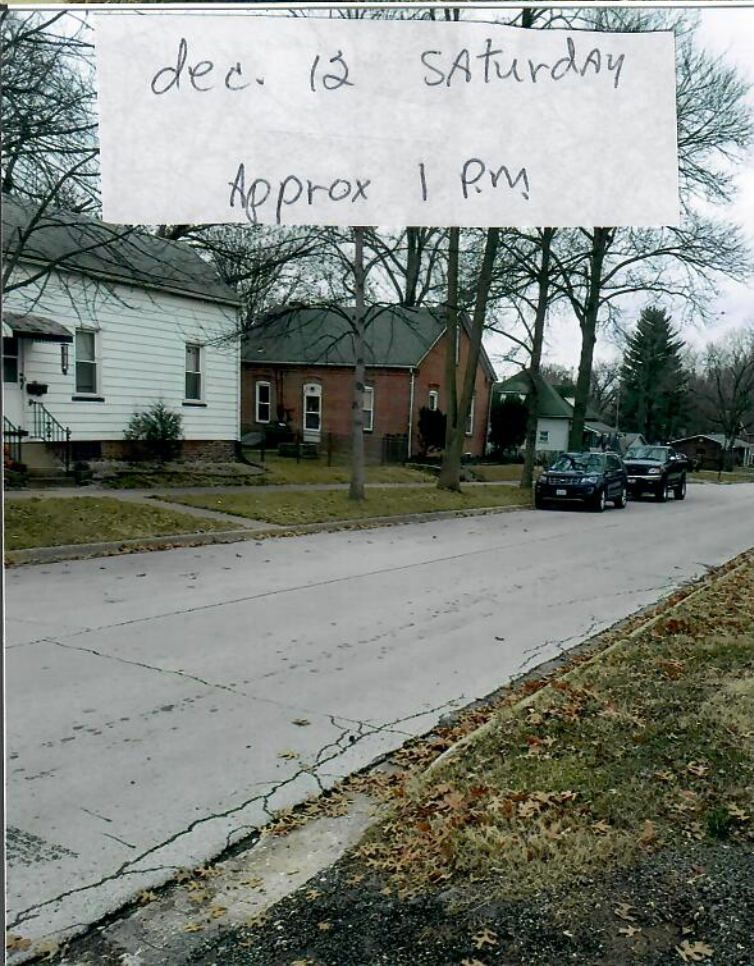
dec. 12 SATURDAY

Approx 6 AM.



dec. 12 SATURDAY

Approx 1 PM



Dec. 12 SATURDAY

Approx. 1 P.M



dec. 14 Monday

Approx. 10:30 AM



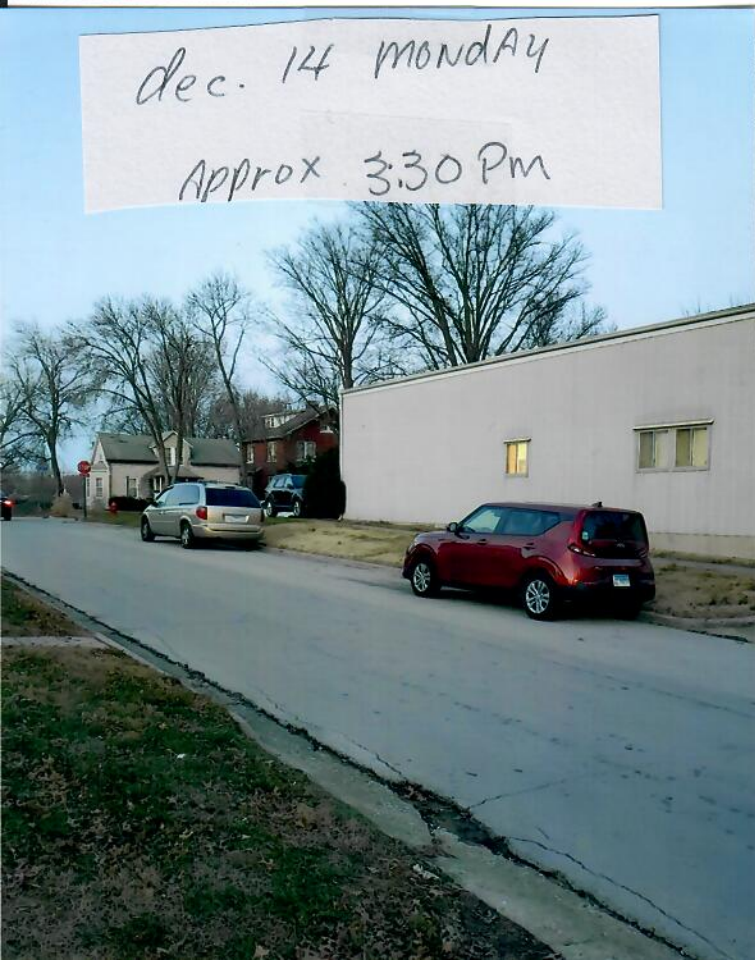
dec. 14 Monday

Approx 10:30 AM



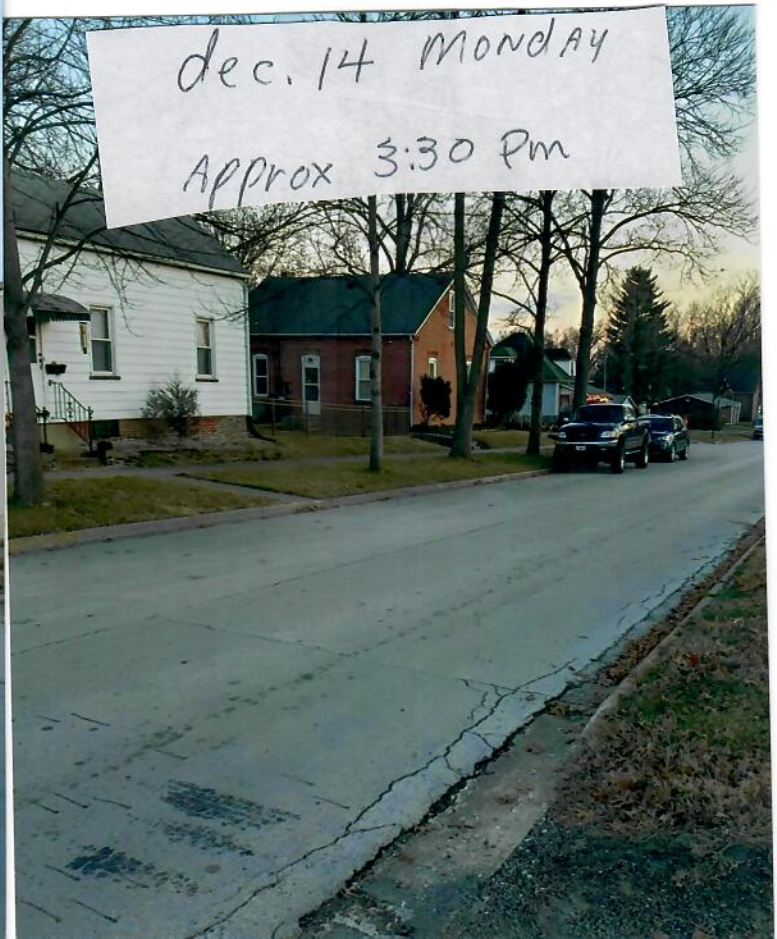
dec. 14 Monday

Approx 3:30 PM



dec. 14 Monday

Approx 3:30 PM





City of Highland
Building and Zoning

Exhibit "C"
Determination of Rezoning Request

Date Submitted: 11/18/2020
Filing Fees: \$200
Date Paid: 11/18/2020
Date Advertised: 12/16/2020 & 12/17/2020
Date of Sent Notice: 12/16/2020

On January 6, 2021, the City of Highland Combined Planning and Zoning Board at its regular meeting approved/denied a request for rezoning for the following:

Michael Tebbe (15B Warren Manor) is requesting to rezone 1210 Zschokke Street from R-1-D Single-Family Residential to C-2 Central Business District. (PIN# 01-2-24-05-11-202-011).

The City Council will consider the recommendation of the Combined Planning and Zoning Board at the January 18, 2021 meeting of the City Council.

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

Conditions (if any): NONE

Chairperson of the Combined Planning and Zoning Board

1/6/2021

Date

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENT AND
AUTHORIZING SOLE SOURCE PURCHASE OF A
“BUCKET TRUCK” FROM ALTEC**

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

WHEREAS, City is permitted to purchase vehicles from a single source / sole source if the vehicle has no comparable competitive product and is available from only one supplier or source; and

WHEREAS, the Power & Light Department budgeted \$145,000.00 for the purchase of a Bucket Truck in last year’s fiscal budget, but a Bucket Truck was rented instead of purchased (*See Exhibit A*); and

WHEREAS, City has determined the Bucket Truck from Altec (*See Exhibit A*) can only be purchased from a sole source (Altec) because it is pre-owned, City is currently renting the Bucket Truck, and the Bucket Truck has been discounted to reflect its status as having been rented by City and pre-owned; and

WHEREAS, City has determined City is in need of the Bucket Truck because the Power & Light Department is now fully staffed; and

WHEREAS, City currently has a rental agreement which applies 80% of the rental price towards the purchase price for the first 12 months, and City is nearing the end of that term with an option to purchase (*See Exhibit A*); and

WHEREAS, City Council finds the purchase of the Bucket Truck for \$134,245.00 should be approved (*See Exhibit A*); and

WHEREAS, the City Council deems it to be in the best interests of City to purchase the Bucket Truck as a Sole Source Purchase; and

WHEREAS, the City Council deems it to be in the best interests of City to waive the competitive bidding requirement to purchase the Bucket Truck as a Sole Source Purchase; and

WHEREAS, the City Council also finds that the City Manager and/or Mayor should be authorized and directed, on behalf of the City, to execute whatever documents are necessary to make the purchase of the Bucket Truck.

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 Bucket Truck as a Sole Source Purchase is approved (*See Exhibit A*).

Section 3. The City Manager and/or Mayor 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 _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

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

ATTEST:

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



January 8, 2021

City of Highland Electric Dept.
 Attn: Dan Cook
 2610 Plaza Drive
 Highland, IL 62249

Ref: AT40-G Rental

Dan,

Thanks for taking the time to explain the current budget restrictions within the City of Highland due to the COVID-19 pandemic. I would like to offer the following unit to the City for a rent to purchase option to get you by until the budget restrictions have been eliminated. I have attached the Rent to Purchase option (RPO) schedule for your review. This program allows for an 80% credit to be applied to truck at the time of purchase up to the first

12 rental cycles. If you have any questions please do not hesitate to reach out to me.

	Rate	# Cycles	Rental Credit	R/C %	Sales Price	Total R/C	Buyout	
—	\$ 2,800	1.0	\$ (2,240)	80%	\$ 149,925	\$ (2,240)	\$ 147,685	6/23 - 7/23
—	\$ 2,800	2.0	\$ (2,240)	80%	\$ 149,925	\$ (4,480)	\$ 145,445	7/24 - 8/23
—	\$ 2,800	3.0	\$ (2,240)	80%	\$ 149,925	\$ (6,720)	\$ 143,205	8/24 - 9/23
—	\$ 2,800	4.0	\$ (2,240)	80%	\$ 149,925	\$ (8,960)	\$ 140,965	9/24 - 10/23
—	\$ 2,800	5.0	\$ (2,240)	80%	\$ 149,925	\$ (11,200)	\$ 138,725	10/24 - 11/23
—	\$ 2,800	6.0	\$ (2,240)	80%	\$ 149,925	\$ (13,440)	\$ 136,485	11/24 - 12/23
—	\$ 2,800	7.0	\$ (2,240)	80%	\$ 149,925	\$ (15,680)	\$ 134,245	12/24 - 1/23 - 2021
	\$ 2,800	8.0	\$ (2,240)	80%	\$ 149,925	\$ (17,920)	\$ 132,005	
	\$ 2,800	9.0	\$ (2,240)	80%	\$ 149,925	\$ (20,160)	\$ 129,765	
	\$ 2,800	10.0	\$ (2,240)	80%	\$ 149,925	\$ (22,400)	\$ 127,525	
	\$ 2,800	11.0	\$ (2,240)	80%	\$ 149,925	\$ (24,640)	\$ 125,285	
	\$ 2,800	12.0	\$ (2,240)	80%	\$ 149,925	\$ (26,880)	\$ 123,045	
	\$ 2,800	13.0	\$ (980)	35%	\$ 149,925	\$ (27,860)	\$ 122,065	
	\$ 2,800	14.0	\$ (980)	35%	\$ 149,925	\$ (28,840)	\$ 121,085	
	\$ 2,800	15.0	\$ (980)	35%	\$ 149,925	\$ (29,820)	\$ 120,105	
	\$ 2,800	16.0	\$ (980)	35%	\$ 149,925	\$ (30,800)	\$ 119,125	

Sincerely,

Mark Finch

MARK FINCH - SENIOR ACCOUNT MANAGER
 2106 S. RIVERSIDE ROAD ST. JOSEPH, MO 64507
 (317) 313-6145-MOBILE • (317) 842-0153-FAX • (816) 364-2744 (EXT. 1534)-VOICEMAIL

May 14, 2020

CITY OF HIGHLAND (IL)

Address CITY OF HIGHLAND (IL)
PO BOX 218
HIGHLAND, IL 62249
US

This device shall be to the manufacture's standard. It shall be equipped with the manufacture's equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

If it is necessary to bid alternate equipment or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place a X in the appropriate space (Yes__ No__) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

General Specifications

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Qty</u>	<u>Comply</u>	
				<u>Yes</u>	<u>No</u>
<u>Unit</u>					
1.	Telescopic articulating aerial device.	EA	1	___	___
	A. The inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.			___	___
	B. Hydraulic platform leveling system.			___	___
	C. Hydraulic tool circuit at the platform.			___	___
	D. Emergency lowering valve at the platform.			___	___
	E. Single handle control at the platform with a safety interlock system.			___	___
	F. Two (2) operators and maintenance/parts manuals.			___	___
	G. Working height: 45.6 feet.			___	___
	H. Side reach: 29.7 feet			___	___
	I. Low-power fiber-optic control system (FOC-L).			___	___
	J. Continuous rotation			___	___
2.	Aerial Device	EA	1	___	___
3.	Post style pedestal mounting	EA	1	___	___
4.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	EA	1	___	___
5.	Single One-Man. End-Mounted Platform. With 180 Degree Rotator. 24 X 30 X 42	EA	1	___	___
6.	Platform Leveling At Lower Controls	EA	1	___	___
7.	One (1) Platform Step Located 21" (Midway) From Top Of Step To Top Of	EA	1	___	___

Platform

8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	EA	1	___	___
9.	Platform liner for a 24 x 30 x 42 inch platform	EA	1	___	___
10.	Scuff Pad With Step, 24" x 30"	EA	1	___	___
11.	4-Function Single Handle Fiber-Optic Controller	EA	1	___	___
12.	Engine Start/Stop. Fiber-Optic With Secondary Stowage System	EA	1	___	___
13.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	EA	1	___	___
14.	Powder coat unit white.	EA	1	___	___

Unit & Hydraulic Acc.

15.	HVI-22 Hydraulic Oil (Standard).	EA	9	___	___
16.	Standard Pump For PTO	EA	1	___	___
17.	Hot shift PTO for automatic transmission	EA	1	___	___

Body

18.	Fiberglass	EA	1	___	___
19.	Body	EA	1	___	___
20.	Standard Fiberglass Body Specifications	EA	1	___	___
	A. Molded Fiberglass Side Compartments			___	___
	B. Reinforced, Double-Laminated Doors			___	___
	C. Heavy Duty Stainless Steel Hinges Installed On Doors			___	___
	D. Heavy Duty Strikers Installed On Body For Door Latches			___	___
	E. Automotive-Type Bulb Gasket Door Seal			___	___
	F. Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout			___	___
	G. Extruded Aluminum Drip Rail			___	___
	H. Fiberglass Bulkheads Installed Between Compartments			___	___
	I. Drains Installed In Each Compartment			___	___
	J. Body To Be Vented			___	___
21.	Low-Side General Service With Step (LGSS)	EA	1	___	___
22.	Gelcoat Finish Entire Body Altec White	EA	1	___	___
23.	132" Estimated Body Length (Engineering To Determine Final Length)	EA	1	___	___
24.	94" Body Width	EA	1	___	___

25. Custom Body Compartment Height, 48 Inch Body Compartment Height	EA	1	___	___
26. 20" Body Compartment Depth	EA	1	___	___
27. 2" x 6" Drop-In Composite Retaining Board At Rear Of Body	EA	1	___	___
28. 2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	EA	1	___	___
29. Aluminum Treadplate On Curbside Compartment Tops (Not Preferred as a Walking Surface)	EA	1	___	___
30. Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	EA	7	___	___
31. Stainless Steel Rotary Paddle Latches With Keyed Locks	EA	7	___	___
32. All Locks Keyed Alike Including Accessories (Preferred Option)	EA	1	___	___
33. Standard Master Body Locking System, For Use With An Access Step	EA	7	___	___
34. Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	EA	1	___	___
35. Cable Holders On All Horizontal Doors	EA	1	___	___
36. Two Chock Holders In Fender Panel On Curbside Of Body	EA	1	___	___
37. Fiberglass Hotstick Shelf Extending Full Length Of Body On Streetside	EA	1	___	___
38. Two Hotstick Brackets On Streetside	EA	1	___	___
39. Standard Drop-Down Fiberglass Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	EA	1	___	___
40. 3/16 Smooth Aluminum Floor	EA	1	___	___
41. 4" Aluminum Channel Body Frame	EA	1	___	___
42. 1st Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	EA	1	___	___
43. 1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	EA	2	___	___
44. 1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	EA	3	___	___
45. 1st Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	EA	2	___	___
46. 2nd Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4"	EA	2	___	___

Centers

47.	Custom 2nd Vertical (SS) Compartmentation, Adjustable Aluminum Shelf With Removable And Configurable Egg-Crate Dividers On 2 inch Centers	EA	1	___	___
48.	1st Horizontal (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	EA	1	___	___
49.	1st Horizontal (SS) - Fixed Fiberglass Shelf With Removable Dividers On 4" Centers On Bottom of Compartment	EA	1	___	___
50.	Rear Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	EA	2	___	___
51.	Custom Rear Vertical (SS) Compartmentation, Adjustable Aluminum Shelf With Removable And Configurable Egg-Crate Dividers On 2 inch Centers	EA	1	___	___
52.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	EA	2	___	___
53.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	EA	3	___	___
54.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	EA	2	___	___
55.	1st Vertical (CS) - Fixed Inverter Shelf, Installed above inverter for protection, aluminum.	EA	1	___	___
56.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	EA	1	___	___
57.	2nd Vertical (CS) - Aluminum Gripstrut (Preferred) Access Steps w/ Two (2) Sloped Grab Handles, Chain Storage (Keyed Lock)	EA	1	___	___
58.	1st Horizontal (CS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	EA	2	___	___
59.	1st Horizontal (CS) - Fixed Fiberglass Shelf With Removable Dividers On 4" Centers On Bottom of Compartment	EA	1	___	___
60.	Rear Vertical (CS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	EA	2	___	___
61.	Custom Rear Vertical (CS) Compartmentation, Adjustable Aluminum Shelf With Removable And Configurable Egg-Crate Dividers On 2 inch Centers	EA	1	___	___
62.	1/8" Aluminum Wheel Well Liners	EA	1	___	___
63.	Aluminum Treadplate Cargo Liner On Walls	EA	1	___	___
64.	Aluminum Rock Guards Installed Each Front Corner Of Body	EA	1	___	___

65.	24" L Tailshelf, Unpainted Aluminum, Width To Match Body	EA	1	___	___
66.	Unpainted Aluminum U-Shaped Grab Handle Installed on Tailshelf, Installed at curbside and streetside of tailshelf.	EA	2	___	___
67.	Aluminum Cross Storage Located Between Tailshelf Floor And Top Of Chassis Frame Rail, With Drop Down Doors And Keyed Latches On Streetside And Curbside, As Wide As Possible, Ensure room for shovel storage.	EA	1	___	___
68.	Aluminum U-Shaped Grab Handle, Unpainted	EA	1	___	___
69.	Aluminum Rigid Step Mounted Beneath Side Access Steps	EA	1	___	___
70.	Custom Ladder Storage, Unpainted Aluminum, Ladder Rack, Flat With Back Stop, Aluminum, Roller At Rear, Retaining Brackets And Strap (Dog Collar), Typically Mounted Flush At Rear Of Body and Overhung Towards Cargo Area. - Installed on streetside compartment top - Approximately 132"L	EA	1	___	___
71.	Aluminum Top Opening Storage Box, Full Treadplate, (1) Lid, Gas Props, Hasp Lock, One (1) Handle, Installed on curbside compartment top. - Length of 1st vertical x 20"W x 12"H	EA	1	___	___
72.	Aluminum E-Track (B-Track) Installed On Curbside Interior Cargo Wall, Mounted As High As Possible, Unpainted	EA	1	___	___
73.	Aluminum E-Track (B-Track) Installed On Streetside Interior Cargo Wall, Mounted As High As Possible, Unpainted	EA	1	___	___

Body and Chassis Accessories

74.	ICC Underride Protection	EA	1	___	___
75.	Custom Towing Device, T-100 Style Pintle Hitch	EA	1	___	___
76.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	EA	1	___	___
77.	Rear Torsion Bar Installed On Chassis, Position 2	EA	1	___	___
78.	Timbren Springs for Front Suspension	EA	1	___	___
79.	Appropriate counterweight added for stability.	EA	1	___	___
80.	Retractable Ladder Step, One Rung, Gloss Black, Installed at Rear, Installed at curbside rear of tailshelf.	EA	1	___	___

81. Platform Access Step From Tailshelf	EA	1	___	___
82. Platform Rest, Rigid with Rubber Tube	EA	1	___	___
83. Platform to be side stowed	EA	1	___	___
84. Boom Rest for a Telescopic Unit	EA	1	___	___
85. Mud Flaps With Logo (Pair)	EA	1	___	___
86. Custom Dock Bumpers, Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear	EA	1	___	___
- Interim toe steps integrated with dock bumper design				
87. Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	EA	1	___	___
88. Slope Indicator Assembly For Machine Without Outriggers	EA	1	___	___
89. Wire Reel Holder, U-Shaped, 15 W, Holds 12 DIA Reels, Installed on curbside compartment top over rear vertical, payout rear.	EA	1	___	___
90. Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	EA	1	___	___
91. 10 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	EA	2	___	___
92. Triangular Reflector Kit, Shipped Loose	EA	1	___	___
93. Vinyl manual pouch for storage of all operator and parts manuals	EA	1	___	___

Electrical Accessories

94. Compartment Lights Wired To Dash Mounted Master Switch	EA	1	___	___
95. Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	EA	1	___	___
96. Standard Amber LED Strobe Light with Brush Guard, Post mounted at front curbside and streetside of body, inboard of go-lights.	EA	2	___	___
97. Custom Corner Strobe System, 8-Position Strobes, Amber, LED, ECCO 3510A surface mounted strobes	EA	1	___	___
- Two (2) in grille				
- Two (2) in light channel at rear				
- Two (2) at top front corners of body curbside and streetside, facing sides				

- Two (2) at top rear corners of body curbside and streetside, facing sides

98. Strobe Lights Wired Battery Hot	EA	1	___	___
99. Flood Light, LED, With Aluminum Housing, 4.25" W x 4.25" H, No Switch on the Light, Installed in the following locations:	EA	4	___	___
- Two (2) in ICC area, wired to switch and reverse				
- One (1) on pedestal facing rear to illuminate cargo area				
- One (1) on bracket at rear of curbside sidepack facing center of tailshelf				
100. Remote Spot Light, LED, Permanent Mount with Wireless Dash Mounted Controls and Programmable Wireless Remote, Post mounted at front curbside and streetside of body, outboard of strobes.	EA	2	___	___
- Installed above cab without interfering with rotation				
101. Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	EA	1	___	___
102. Standard Multi-Point Grounding System	EA	5	___	___
103. Copper U Shaped Grounding Lug (Threaded), Installed at curbside front bumper and outboard edge of ICC bumper.	EA	2	___	___
104. PTO Hour Meter, Digital, with 10,000 Hour Display	EA	1	___	___
105. 7-Way Trailer Receptacle (Blade Type) Installed At Rear	EA	1	___	___
106. Ford Upfitter Switches (Supplied with Chassis)	EA	1	___	___
107. Inverter, 1800 Watt, Pure Sine Wave, 120 VAC, Installed in curbside 1st vertical at bottom.	EA	1	___	___
108. Inverter Wired Ignition Hot with Dash Mounted Switch	EA	1	___	___
109. 120 Volt GFCI Receptacle Includes Weather-resistant Enclosure, Installed at rear of curbside sidepack.	EA	1	___	___
110. Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	EA	1	___	___
111. Install Chassis (OEM) Supplied Backup Camera in Final Assembly	EA	1	___	___
112. Install Remote Start/Stop system in Final Assembly.	EA	1	___	___
113. Install secondary stowage system.	EA	1	___	___

114. PTO Indicator Light Installed In Cab EA 1 ___ ___

Finishing Details

115. Powder Coat Unit Standard White EA 1 ___ ___

116. Front and Rear Frame or Under Body Mounted Components To Be Painted Black EA 1 ___ ___

117. Apply Non-Skid Coating to all walking surfaces EA 1 ___ ___

118. English Safety And Instructional Decals EA 1 ___ ___

119. Vehicle Height Placard - Installed In Cab EA 1 ___ ___

120. Placard, HVI-22 Hydraulic Oil EA 1 ___ ___

121. Dielectric test unit according to ANSI requirements. EA 1 ___ ___

122. Stability test unit according to ANSI requirements. EA 1 ___ ___

123. Focus Factory Build EA 1 ___ ___

124. Delivery of Completed Unit on or before August 10, 2020 EA 1 ___ ___

125. Mobile Service Tech to reside within 30 miles of Highland, IL EA 1 ___ ___

126. Parts availability with 2 days of order EA 1 ___ ___

Chassis

127. CHASSIS MODEL EA 1 ___ ___

128. Chassis EA 1 ___ ___

129. 2019 Model Year EA 1 ___ ___

130. Ford F550 EA 1 ___ ___

131. 4x4 EA 1 ___ ___

132. 84 Clear CA (Round To Next Whole Number) EA 1 ___ ___

133. Regular Cab EA 1 ___ ___

134. Chassis Cab EA 1 ___ ___

135. Chassis Color - White EA 1 ___ ___

136. Chassis Wheelbase Length - 169 EA 1 ___ ___

137. Ford 6.7L Power Stroke Diesel	EA	1	___	___
138. Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	EA	1	___	___
139. GVWR 19,500 LBS	EA	1	___	___
140. 7,000 LBS Front GAWR	EA	1	___	___
141. Spring Suspension	EA	1	___	___
142. 14,706 LBS Rear GAWR	EA	1	___	___
143. Hydraulic Brakes	EA	1	___	___
144. Park Brake In Rear Wheels	EA	1	___	___
145. Ford E/F250-550 Single Horizontal Right Side Exhaust	EA	1	___	___
146. 63C - Aft Axle Frame Extension	EA	1	___	___
147. 872 - Rear View Camera and Prep Kit	EA	1	___	___
148. 98R - Operator Commanded Regeneration (OCR)	EA	1	___	___
149. No Idle Engine Shut-Down Required	EA	1	___	___
150. 50-State Emissions	EA	1	___	___
151. Clean Idle Certification	EA	1	___	___
152. Ford 40 Gallon Fuel Tank (Rear)	EA	1	___	___
153. Ford 7.2 Gallon DEF Tank (Mid Mount)	EA	1	___	___
154. AM/FM Radio	EA	1	___	___
155. Bluetooth	EA	1	___	___
156. Ford SYNC	EA	1	___	___
157. Air Conditioning	EA	1	___	___
158. Backup Camera, OEM Supplied	EA	1	___	___
159. Cruise Control	EA	1	___	___
160. Keyless Entry	EA	1	___	___
161. Power Door Locks	EA	1	___	___
162. Power Windows	EA	1	___	___

163. Tilt Steering Wheel	EA	1	___	___
164. Block Heater	EA	1	___	___
165. Limited Slip Rear Axle	EA	1	___	___
166. Running Boards	EA	1	___	___
167. Skid Plate	EA	1	___	___
168. Snow Plow Package	EA	1	___	___
169. Vinyl Split Bench Seat	EA	1	___	___

Additional Pricing

170. Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	EA	1	___	___
---	----	---	-----	-----

USE OF OTHER NAMES AND REFERENCES:

Unless otherwise stated, the use of manufacturer's name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

BROCHURES AND LITERATURE:

Your proposal must be accompanied by descriptive literature (marked), indicating the exact items to be furnished. The term "as specified" will not be acceptable.



City of Highland

Department of Light and Power

Memo to: Chris Conrad, Interim City Manager
From: Dan Cook, Director of Light & Power
Date: January 8, 2021
Subject: Issuance of Purchase Order to ALTEC

RECOMMENDATION

I recommend that you seek council approval to waive customary bidding procedures and issue a purchase order to ALTEC in the amount of \$134,245.00 for a Bucket Truck as detailed in the attached specification.

DISCUSSION


This purchase was accounted for in last fiscal year's budget, however we delayed it since we were short staffed and didn't need the extra truck immediately. Now that we are back at full staff, we need the truck however we deferred purchase due to uncertainties surrounding the COVID pandemic and just rented the truck. We have a favorable rental agreement which applies 80% of the rental price towards the purchase price for the first 12 months. Since we are nearing the end of that term, I would like to convert this into a purchase.

FISCAL IMPACT


We had \$145,000.00 allocated for this truck last fiscal year and since the money wasn't spent last year, it went into reserves. If approved the truck will be invoiced to GL#101-104-5-530-00.

CONCURRENCE

Recommended by: _____


Daniel Cook, Director of Light & Power

Approved by: _____


Chris Conrad, Interim City Manager

ORDINANCE NO. _____

**AN ORDINANCE DECLARING PERSONAL PROPERTY OF THE CITY OF
HIGHLAND, ILLINOIS, SURPLUS AND AUTHORIZING ITS SALE AND/OR
DISPOSAL, INCLUDING 26 LIGHTS, 18 LIGHTING POLES, AND ALL ASSOCIATED
WIRING AND MATERIALS LOCATED AT CHEVRON COMMERCIAL**

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 Power & Light Department, currently owns 26 lights, 18 lighting poles, wiring, and other materials located at Chevron Commercial, which, in the opinion of this City Council, are no longer necessary or useful to or in the best interests of the City to retain, and should be declared surplus personal property; and

WHEREAS, City has determined the City Manager and/or his designee is permitted to sell, dispose of, or recycle the surplus personal property for the maximum value that can be obtained, to dispose of the surplus personal property where appropriate, and/or to recycle the 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, dispose of, and/or recycle 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, specifically the 26 lights, 18 lighting poles, wiring, and associated materials at Chevron Commercial, are hereby declared no longer useful to the City or necessary for City purposes, that the 26 lights, 18 lighting poles, wiring, and associated materials at Chevron Commercial are declared surplus, and that it is in the best interest of the City to sell, dispose of, and/or recycle the same.

Section 3. That the City Manager and/or his designee is directed and authorized to sell, dispose of, and/or recycle the 26 lights, 18 lighting poles, wiring, and associated materials at Chevron Commercial, 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 of the City of Highland, Illinois, and deposited and filed in the Office of the City Clerk, on the ____ day of _____, 2021, the vote being taken by ayes and noes, and entered upon the legislative records, as follows:

AYES:

NOES:

APPROVED:

Joseph R. Michaelis, 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, Interim City Manager
From: Dan Cook, Director of Light & Power
Date: January 8, 2021
Subject: Declaring poles and wire surplus and transferring ownership to Chevron

RECOMMENDATION

I recommend that you seek council approval to allow us to declare 18 poles, 26 lights and associated wiring as surplus as detailed below.

DISCUSSION

Chevron would like to purchase and provide new LED lighting fixtures to replace the existing lot lighting that is currently provided and maintained by the city and charged as rental lights. The city will remove the old city owned fixtures and replace with Chevron provided LED fixtures. Since the wiring is split into two distinct parts, the city will transfer the connection point of the West side lights inside the transformer effectively tying into their existing metered circuit. In order to switch the East side lighting to direct billing for electric only, Chevron will provide and install a meter base with a breaker protected disconnect adjacent to the transformer which feeds the East line. Moving forward, Chevron will be charged for energy usage from that new meter for those lights.

The city will transfer the ownership of the poles and wiring to Chevron and from then forward Chevron will be responsible for the maintenance and replacement of the lot lights, poles and wiring. The electric will be direct metered and Chevron will pay the electric usage in lieu of current rental light fees.

These lights and poles were installed long ago when the city basically provided rental lights to commercial entities for use as lot lights. The poles and wire are a maintenance nightmare and are at the point where they require constant attention from city crews. Chevron is tired of constantly having lights out and wants to be able to maintain on their own terms. The city will most likely recycle the old obsolete light fixtures.

CONCURRENCE

Recommended by: 
Daniel Cook, Director of Light & Power

Approved by: 
Chris Conrad, Interim City Manager

RESOLUTION NO. _____

**A RESOLUTION APPROVING AGREEMENT WITH
CHEVRON COMMERCIAL, 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, by previously passed Ordinance, the lights, poles, wiring, and associated materials owned by City and located at Chevron Commercial, Inc. (“Chevron”) are surplus personal property, and no longer useful or profitable for City to retain; and

WHEREAS, City installed the lights, poles, wiring, and associated materials years ago as part of a rental program where City installed and maintained the lighting equipment and Chevron paid a rental fee to City for the lighting equipment and requisite maintenance; and

WHEREAS, City has determined the lights, poles, wiring, and associated materials are becoming obsolete and increasingly difficult to maintain; and

WHEREAS, City has determined it necessary to extricate City from the current rental and maintenance agreement with Chevron because it is no longer cost-effective for City to maintain this aging electrical and lighting infrastructure; and

WHEREAS, City has determined Chevron desires to purchase new LED lighting and take over the cost of maintaining all the lighting equipment on their property; and

WHEREAS, City and Chevron have agreed, in pertinent part, as follows:

1. Chevron will purchase and provide new LED lighting fixtures to replace the existing lot lighting currently provided and maintained by city and rented by Chevron;

2. City will remove the old City owned lighting fixtures and replace with Chevron provided LED fixtures;
3. City will transfer the connection point of the West side lights inside the transformer effectively tying into Chevron's existing metered circuit;
4. Chevron will provide and install a meter base with a breaker protected disconnect on the first pole in the East lighting string, and will be charged for energy usage from the new meter for the lights receiving power;
5. City will transfer ownership of the poles and wiring to Chevron, and Chevron will be responsible for the maintenance and replacement of the lights, poles, wiring, and associated materials going forward;
6. will continue to supply electric services to Chevron, Chevron will be direct metered, and Chevron will pay the electric usage in lieu of current rental light fees; (See "Chevron Agreement" attached hereto as **Exhibit A**); and

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

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

WHEREAS, City finds that the City Manager and/or Mayor should be authorized and directed, on behalf of City, to execute any and all documents associated with approving the Chevron Agreement (**Exhibit A**).

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

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

Section 2. The Chevron Agreement (**Exhibit A**) is approved

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of City, to execute any and all documents associated with approving the Chevron Agreement (**Exhibit A**).

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

CONTRACT

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

THIS CONTRACT ("Agreement") is made and entered into effective as of the date passed by Resolution and by the affirmative vote of a majority of the corporate authorities then holding office of the CITY OF HIGHLAND, ILLINOIS ("CITY"), and CHEVRON COMMERCIAL, INC. ("Chevron"), and enter this Agreement, and state:

WHEREAS, Chevron agrees Chevron is an independent legal entity operating independently of the City of Highland, Illinois; and

WHEREAS, City and Chevron have agreed as follows:

1. Chevron will purchase and provide new LED lighting fixtures to replace the existing lot lighting currently provided and maintained by city and rented by Chevron;
2. City will remove the old City owned lighting fixtures and replace with Chevron provided LED fixtures;
3. City will transfer the connection point of the West side lights inside the transformer effectively tying into Chevron's existing metered circuit;
4. Chevron will provide and install a meter base with a breaker protected disconnect on the first pole in the East lighting string, and will be charged for energy usage from the new meter for the lights receiving power;
5. City will transfer ownership of the poles, wiring, and associated materials to Chevron, and Chevron will be responsible for the maintenance and replacement of the lights, poles, wiring, and associated materials going forward; and
6. City will continue to supply electric services to Chevron, Chevron will be direct metered, and Chevron will pay the electric usage in lieu of current rental light fees;

and

WHEREAS, City agrees to leave the legally surplussed poles, wiring, and associated materials at Chevron at no cost to Chevron, remove the existing light fixtures at Chevron, and install new LED lighting fixtures purchased by Chevron on the existing poles at Chevron, in consideration for voiding the existing rental and maintenance agreement for lighting services between CITY and Chevron; and

WHEREAS, Chevron agrees to purchase new LED lighting fixtures to be installed by City at Chevron, Chevron agrees provide and install a meter base with a breaker protected

disconnect on the first pole in the East lighting string, and Chevron agrees to void the existing rental and maintenance agreement for lighting services between CITY and Chevron, in consideration for City leaving the lights, poles, and associated materials at Chevron and installing the new LED light fixtures; and

WHEREAS, Chevron agrees in no event will CITY be liable for any special, direct, indirect, consequential, or incidental damages, or any damages whatsoever, whether in an action of contract, negligence, other tort, in law or equity, arising out of or in connection with this Agreement or any services provided by City to Chevron related in any way to the Agreement; and

WHEREAS, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereby consent to the exclusive jurisdiction of the State of Illinois and hereby consent and agree that any action or proceeding involving the interpretation of, enforcement of, or in any way relating to this Agreement, shall be brought in the Circuit Court in Madison County, Illinois, or the Southern District of Illinois; and

WHEREAS, the parties agree to the following:

- a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.
- b. "Chevron". The word "Chevron" as used herein shall include all individuals, partnerships, limited liability companies, corporations, any business entities of any kind, or any other entities whatsoever. Chevron represents and covenants the person signing the Agreement for Chevron has the legal authority as an agent of Chevron to sign and Chevron will then be obligated to perform according to the Agreement.
- c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum, or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time-period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
- d. Agreement Separable. If any provision hereof is for any reason held to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, and any such unenforceable provision shall be reformed to, as nearly as possible, reflect the parties' intent in an enforceable manner.
- e. Counterparts. This Agreement may be executed in several counterparts, via mail, via email, and/or via facsimile, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The parties further agree that signatures transmitted by mail, email, facsimile, or in Portable Document Format (pdf) may be considered an original for all

- purposes, including, without limitation, the execution of this Agreement and the enforcement of this Agreement.
- f. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, CITY shall be entitled to all fees, costs, and expenses including, without limitation, attorneys' fees, consultants' fees, expert witness fees, and litigation costs resulting from any action, mediation, arbitration, proceeding, or litigation of any kind.
- g. Entire Agreement. This Agreement constitutes the entire agreement between CITY and Chevron, and, except for any addenda attached hereto, there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings, or understandings, either oral or written, other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding unless in writing and signed by both parties. No subsequent amendment or change to an addendum shall be binding, unless signed by both parties.
- h. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties or party's legal counsel, it being recognized that both parties have contributed substantially and materially to the preparation and/or negotiation of this Agreement.
- i. Compliance with Laws, Regulations, and Accreditation. The parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations. Should CITY have a good faith belief that this Agreement creates a material risk of violating any such laws or regulations, or any revisions or amendments thereto, City shall give written notice to Chevron regarding such belief. The parties shall then make a good faith effort to reform the Agreement to comply with such laws and regulations. If, within thirty (30) days of City first providing notice to Chevron of the need to amend or terminate this Agreement to comply with the laws and regulations, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either may terminate this Agreement upon thirty (30) days prior written notice.
- j. Indemnity, Hold Harmless, and Tender of Defense. Chevron shall indemnify and hold harmless CITY, its agents, officers, lawyers, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, bar complaints, costs and expenses (including any liabilities, judgments, costs and expenses and attorney's fees) which may arise directly or indirectly from Chevron's affiliation with the CITY, or as a result of this Agreement. Chevron understands and agrees that in no way does this Agreement create any liability of any kind for CITY. If any cause of action shall be brought, or judgment rendered against CITY, its agents, officers, officials or employees

as a result of this Agreement, in any such action, Chevron shall, at its expense, satisfy and discharge the same, pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith with.

- k. Termination of Agreement. Prior to any performance of this Agreement, City and Chevron, shall have the absolute and immediate right to terminate this Agreement with thirty (30) days' notice to the other Party.
- l. Acceptance of Contract. Chevron and City intend to execute this Agreement prior to City obtaining the approvals necessary to give force and effect to this Agreement. City represents that this Agreement must be passed by Resolution and the affirmative vote of the majority of the corporate authorities then holding office. Neither Chevron nor City shall have any obligation under this Agreement until City has obtained all necessary approvals to this Agreement having full force and effect.
- m. Insurance. Chevron agrees it will maintain insurance in such types, coverages and coverage amounts necessary to cover its performance under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CHEVRON COMMERCIAL, INC.:

By: _____

Date: _____

CITY OF HIGHLAND, ILLINOIS:

**City of Highland
Madison County, Illinois
1115 Broadway
P.O. Box 218
Highland, Illinois 62249-0218**

Christopher Conrad
Interim City Manager

By: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING AFFILIATION AGREEMENT BETWEEN CITY OF HIGHLAND D/B/A HIGHLAND COMMUNICATION SERVICES, AXS TV LLC, AND HDNET MOVIES 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, the City of Highland d/b/a Highland Communication Services (hereinafter “HCS”) is a Member of the National Telco Television Consortium LLC (hereinafter referred to as “NTTC”) by way of the City Council’s resolution adopted and approved on February 6, 2012, approving the *National Telco Television Consortium Membership Agreement*; and

WHEREAS, the NTTC is now known as Vivicast Media, LLC as successor-in-interest to National Telco Television Consortium, LLC (hereinafter “Vivicast”); and

WHEREAS, City Council desires to obtain for HCS, as a member of Vivicast, renewal of the Affiliation (“Agreement”) between HCS, AXS TV LLC, and HDNet Movies LLC (“Networks”) for the purpose of obtaining a non-exclusive license and right to distribute certain program services; and

WHEREAS, the Telecommunications Advisory Board, in the exercise of the plenary authority concerning editorial control, conferred on it by Ordinance No. 2399, adopted on January 18, 2010, and by Section 613(e)(2) of the Cable Franchise Policy Act of 1984 (47 U.S.C. §533(a)(2)), has determined that the HCS’ acquisition and distribution of the programming would be appropriate; and

WHEREAS, Networks have provided to HCS the Agreement, attached hereto as **Exhibit A**); and

WHEREAS, City Council finds that the terms of the Agreement (**Exhibit A**); should be approved; and

WHEREAS, the City Manager should be authorized and directed, on behalf of HCS to execute all documents required to enter the Agreement (**Exhibit A**).

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

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

Section 2. City Council has determined the Agreement (**Exhibit A**) between HCS and

Networks is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of HCS to execute all documents required to enter the Agreement (**Exhibit A**).

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

Affiliation Agreement

AXS TV and HDNet Movies

THIS AFFILIATION AGREEMENT (this "Agreement"), made as of the 1st day of January, 2021 (the "Effective Date"), is by and between AXS TV LLC, a Delaware limited liability company, and HDNet Movies LLC, a Delaware limited liability company, each with offices at 8269 E. 23rd Avenue, Suite 130, Denver, CO 80238 (collectively, "Network") and Vivicast Media LLC, a Tennessee limited liability company, with offices at 680 Oakleaf Office Lane, Ste 201, Memphis TN 38117 ("Affiliate") regarding the exhibition and distribution of the television programming services currently known as "AXS TV" and "HDNet Movies" as more fully described herein.

WHEREAS, Affiliate is in the business of licensing television programming to third party System Owners (defined below) in the Territory.

WHEREAS, Network wishes to grant Affiliate the right to license to System Owners the right to distribute the Services on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions:

In addition to the terms defined in the body of this Agreement, the following terms shall have the following meanings:

- 1.1 "Law(s)" means all laws, statutes, rules, regulations, ordinances, codes, judgments, rulings, orders, writs, injunctions or decrees of any governmental entity in the Territory and other pronouncements having the effect of law of any governmental entity in the Territory or any other laws or reported decisions of any court thereof, including principles of common law.
- 1.2 "Required Materials" means: (i) closed-captioning for the hearing impaired; (ii) video description (to the full extent required by Law, if at all) and data for the identification and rating of video programming that contains sexual, violent or other indecent material in accordance with applicable Law; (iii) industry standard digital rights management data; or (iv) data or information that the FCC or other applicable Laws require either Network, Affiliate, or a third party to transmit at any time within the bandwidth of the signal of each Service (which use of such bandwidth shall be limited to the minimum bandwidth necessary to comply with applicable Law).
- 1.3 "Services" means the twenty-four (24)-hour a day, seven (7)-day a week, high-quality, advertiser-supported, professionally-produced programming services consisting of the content described below.
- 1.4 "Territory" means the United States and its territories, commonwealths and possessions.

2. Term:

- 2.1 Subject to the termination provisions contained herein, this Agreement shall commence on the Effective Date and shall continue until 11:59 p.m. Eastern Standard Time on the four (4) year anniversary of the Effective Date (the "Term").

3. Grant of Rights:

- 3.1 **Grant of Rights.** Network hereby grants to Affiliate the non-exclusive right to license to System Owners the non-exclusive right to distribute the Services to its residential and commercial video subscribers in the Territory (each a "Subscriber") using cable television, SMATV, MMDS, IPTV, DBS, and over-the-top ("OTT") systems owned or controlled by such System Owner (each a "System") located in the Territory. Affiliate shall complete the form set forth in Schedule 2 for each System that desires to launch and carry the Services (each a "Service System") and submit such completed form to Network for its review and approval. Network shall have the right to reject any such proposed Service System for any reason or no reason in its sole discretion. Any proposed Service System for which Network fails to provide Affiliate with a written notice of approval within thirty (30) days of such request shall be deemed rejected. "System Owner" shall mean for each System, the entity that owns, controls and operates the System and is a member of Affiliate in good standing and has executed a Member Participation Form attached hereto as Exhibit A. Affiliate and each System Owner shall be jointly and severally liable for their respective obligations under this Agreement.
- 3.2 **Authentication.** Network shall make the Services available to Affiliate for distribution by Service Systems via the Internet on an authenticated basis. As used in the foregoing sentence, authentication refers to a process whereby a Service System verifies that a particular Subscriber is a Service Subscriber, and, based on such verification, authorizes such Subscriber to receive additional content free of any charge via the Internet. If Affiliate or a Service System charges such Subscribers an incremental programming charge (i.e. other than a technical service fee) for such product, Network shall be entitled to receive fifty percent (50%) of the revenues derived therefrom. Affiliate shall make such payments (if applicable) in accordance with the terms for Fees set forth in this Agreement.
- 3.3 **Start Over; Look Back.** Subject to Network clearing the necessary rights, each Service System shall have the non-exclusive right, at no additional fee, to enable video functionality whereby a Service Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition (commonly referred to as "Start Over") or at any time during the seventy-two (72) hour time period following the conclusion of such program's linear exhibition on a Service (commonly referred to as "Look Back"). Under either Start Over or Look Back, the program must be exhibited without alteration or modification as the program was exhibited on a Service during the program's linear exhibition, including all commercial announcements. Service Subscribers may not activate Start Over for a program after the conclusion of the linear exhibition of such program, and the Look Back time period, if any, may not extend beyond seventy-two (72) hours after a program's linear exhibition on a Service. The Start Over and Look Back functionalities provided by Service Systems will not include a "fast-forward" or "ad-skipping" feature during the exhibition of any commercial announcements inserted immediately before or after, or during, any program for which a Service Subscriber has activated such Start Over or Look Back functionality. Service Systems shall erase and delete each program and copies thereof within a reasonable amount of time after the end of the regularly scheduled linear exhibition of the applicable program.
- 3.4 **Video on Demand.** To the extent Network provides certain programming designated for video on demand ("VOD Content") to Affiliate in its sole discretion, then Affiliate shall have the non-exclusive right to license to Service Systems the non-exclusive right to distribute such VOD Content solely to Service Subscribers (defined below). Network shall supply VOD Content of its choosing and in its sole discretion, and Network or its designee shall deliver the VOD Content from an industry standard "pitcher" server or on a server hosted by Network as determined by Network in its sole discretion ("VOD Transport Agent"). The number of hours of VOD Content and refresh rate of such VOD Content shall be in Network's sole discretion. With the exception of any charges paid by Network to the VOD Transport Agent, if any, each Service System shall be responsible for all costs and expenses arising in connection

with the VOD Content including, without limitation, all reception and downlink equipment, all decoding equipment, and all transmission and/or other equipment used to transmit the signal for the VOD Content. Network shall not charge a separate fee for the VOD Content so long as each such Service System does not charge Service Subscribers a separate fee to receive it (excluding any necessary and reasonable equipment charges). Network may withdraw the VOD Content at its discretion without liability to Affiliate or any Service System upon notice to Affiliate, and Affiliate and each Service System shall ensure that any programming so withdrawn is no longer distributed via any Service System. Each Service System shall ensure that any such VOD Content is delivered to end users without interruption or alteration and further that all such content is stored and delivered in an encrypted manner that complies with industry standards and contains commercially reasonable protections against copying and further distribution. Each Service System shall provide Network with customer usage data associated with the VOD Content. Each Service System shall promote the VOD Content and display the VOD Content with user interfaces in the same manner as it promotes on demand content from other similarly situated networks.

3.5 Limitations. Nothing in this Agreement shall be construed as granting Affiliate or any Service System the right to distribute the Services, or the VOD Content, using broadcast television or any other means not specifically contemplated in the grant of rights. For clarity, the foregoing is not intended to prohibit distribution utilizing internet protocol technology in closed and encrypted Systems. Affiliate shall ensure that Service Systems at all times distribute the Services and the VOD Content using encryption technology that meets or exceeds pay television standards in the Territory as well as geo-blocking technology designed to prohibit transmission outside of the Territory.

3.6 Reserved Rights. All rights not expressly granted to Affiliate hereunder are reserved and retained by Network.

4. Distribution:

4.1 Signal Transmission. Network shall deliver a signal of each Service to a U.S. domestic satellite commonly used for transmission of cable television programming or directly to each Service System using telecommunications infrastructure of its choosing, in its sole discretion. If Network changes the method it is using to deliver the Services, it shall provide Affiliate with as much notice as is reasonably practicable. Network shall be responsible for its pro-rata share of any non-ordinary course out of pocket expense incurred by Affiliate as a result of such change in satellite (such pro-rata share shall be determined based upon the number of networks making the same or a similar change). Affiliate shall, at its own expense, furnish all other facilities necessary for the receipt of such satellite transmission and the delivery of such signal of each Service to Service Subscribers, including, without limitation, all IRDs. Affiliate shall ensure that each Service System distributes the Services to its Subscribers without editing or alteration, including any and all copyright notices contained therein. Affiliate shall ensure that no Service System alters the Services in any way or superimposes any graphics, including advertising and sponsorship and virtual advertising, without the prior written consent of Network, provided that Service Systems may utilize an industry standard electronic programming guide and other user activated functions that provide a "squeeze-back" functionality and contain certain on screen graphics.

4.1.1 Affiliate shall promptly notify Network of: (a) any deterioration of or any failure in the reception of the Services by any Service System and maintain a record of the same; and (b) any material disruption or discontinuance of or any interruption in or other interference with the provision of the Services by means of the Service Systems to Subscribers and shall use all commercially reasonable efforts to rectify the same forthwith upon its occurrence.

- 4.1.2 Affiliate shall promptly notify Network of any unauthorized use or copying of any of the Services in the Territory that is known to Affiliate or any Service System.
- 4.1.3 Affiliate shall cause each Service System to transmit the Services to its Subscribers with all data and information contained in the feed of the Services and the VOD Content including, without limitation, all of the following: (a) closed-captioning for the hearing impaired; (b) data for the identification and rating of video programming applications; (c) program guide data; (d) programming scheduling data; (e) descriptive information related to the Services; and (f) data or information required by the Federal Communications Commission or any other government entity with valid jurisdiction.
- 4.1.4 Affiliate shall, at its own expense, install all equipment necessary to enable it to receive and distribute the Services by means of the Service Systems and shall be responsible for ensuring the Service System distributes the signal to Subscribers. Affiliate shall operate and maintain such equipment in good working order and maintain a high quality of signal transmission materially the same as the signal as transmitted by Network. Affiliate agrees that it shall cause each Service System to distribute the Services only on a simultaneous carriage basis (i.e., Affiliate shall cause each Service System to re-transmit the Services at the same time as transmitted by Network subject to certain delays associated with industry standard decryption, processing and uplink). For the avoidance of doubt, Affiliate and each Service System shall only be entitled to receive the signal of each Service as delivered to it by Network under this Agreement and may not under any circumstances whatsoever offer the Services to any third party or distribute the signal outside the Territory. In the event Network becomes aware of any unauthorized distribution of the Services, Network reserves the right to immediately de-authorize reception of the Services without prejudice to its other rights and remedies. Neither Affiliate nor any Service System shall receive the signal of either Service from any third party unless previously authorized in writing by Network.
- 4.1.5 Affiliate shall use commercially reasonable efforts to cause each Service System to distribute the Services in a secure manner and to prevent unauthorized receipt. Without limiting the generality of the foregoing, Affiliate shall ensure that each Service System uses the same degree of care it uses with other programming with respect to its efforts to secure the Services. Affiliate shall ensure that each Service System shall not itself, and shall not authorize others to, copy, record, or otherwise reproduce any part of the Services without Network's prior written authorization; provided the foregoing shall not be construed to prohibit subscriber-activated in-home, non-commercial copying that is in compliance with applicable Law.

4.2 Carriage and Packaging. Each Service System shall carry each Service to at least fifty percent (50%) of Affiliate's total Subscribers throughout the Term. At all times during the Term, any tier or package in which a Service System carries either Service shall also include at least six (6) nationally broadcast cable networks in addition to the respective Service, none of which may be services that are available via the Internet for free (i.e. without a subscription that charges a regular recurring fee). No Service System shall distribute either Service on an à la carte basis. Affiliate shall cause each Service System that is approved by Network in accordance with Section 3.1 above to launch each Service no later than forty-five (45) days after the date of such approval. Once launched, neither Service may be deleted, negatively re-packaged or re-positioned by any Service System without the express written consent of Network.

5. Fees:

- 5.1 Monthly Fees. For each calendar month during the Term, Affiliate shall pay a fee (“Fee”) for each Service Subscriber who receives the AXS TV Service hereunder and for each Service Subscriber who receives the HDNet Movies Service hereunder, in each case as provided in Schedule 1, attached hereto and incorporated herein by this reference. All Fees shall be paid in United States Dollars and shall be net of any withholding taxes (i.e. no withholding may be deducted from any payment).
- 5.2 Service Subscribers. “Service Subscriber(s)” shall mean any Subscriber authorized by Affiliate or a Service System to view a Service. If Affiliate or a Service System provides a Service to multiple unit complexes on a bulk-rate basis, then the number of Service Subscribers attributable to each such bulk-rate complex shall be equal to the total monthly retail rate the complex is charged for such Service or for the level or package of services in which such Service is distributed, divided by the standard monthly retail rate a non-bulk rate Service Subscriber is charged for such Service or for such level or package of services. Affiliate shall pay such amounts based on actual occupied dwelling units, and where such number is not ascertainable Affiliate shall assume seventy percent (70%) occupancy. Notwithstanding the foregoing, Service Subscribers shall not include: (i) employees of Affiliate who are not charged for the Services or (ii) public officials, administrative personnel or public buildings that are not charged for the Services (collectively, “VIP Subscribers”). The aggregate number of VIP Subscribers in any given calendar month shall not exceed one half of one percent (0.5%) of the aggregate number of Service Subscribers for such month.
- 5.3 Service Subscriber Calculation. For purposes of calculation and payment of Fees, the number of Service Subscribers to a respective Service shall be equal to the average of the actual number of Service Subscribers to such Service as of the last day of the month preceding the month at issue and the actual number of Service Subscribers to such Service as of the last day of the month at issue and then dividing by two (2), provided that no such calculation may be made during the first month in which case actual end of month Service Subscribers to such Service shall be used. Notwithstanding the foregoing, solely for purposes of the calculation of Fees due hereunder, each Subscriber to an OTT System that is authorized to receive a Service shall be counted as a Service Subscriber for a period of at least one (1) month, regardless of whether the Subscriber pays a fee to such OTT System during such period. For example, when determining the average number of Service Subscribers pursuant to this Section 5.3, any Subscriber to an OTT System that received a Service for the first time during that month shall be counted as if they received such Service for the entire month, regardless of how many days during the month they received such Service.
- 5.4 Commercial Subscribers. If a System distributes a Service to one or more non-residential Service Subscribers that are charged a different rate to receive such Service than the rate such System charges for providing such Service to residential Service Subscribers (a “Commercial Subscriber”), then, in lieu of the Fee otherwise payable to Network for such Service Subscriber pursuant to Section 5.1 and Schedule 1, the Fee for such Commercial Subscriber shall be equal to (x) the monthly Fee applicable to a Service Subscriber pursuant to Section 5.1 and Schedule 1, multiplied by (y) a fraction, the numerator of which is the rate such System charges such Commercial Subscriber for such Service, and the denominator of which is the rate such System charges a residential Service Subscriber for such Service.

6. Content of the Services:

- 6.1 Service Descriptions.

6.1.1 AXS TV. The AXS TV Service is a twenty-four (24) hours per day, seven (7) days per week, professionally-produced general entertainment programming service focused on popular culture.

6.1.2 HDNet Movies. The HDNet Movies Service is a twenty-four (24) hours per day, seven (7) days per week, professionally-produced programming service consisting of feature films and other programming such as made-for-TV movies, independent films, and film shorts.

6.2 AXS TV Avails. Network shall make available to Affiliate not less than two (2) minutes of commercial announcement time ("AXS TV Avails") per hour of the AXS TV Service on average, except during direct on-air sales programming, to be used at Affiliate's option and control. Affiliate shall comply with and shall ensure that each Service System complies with all reasonable content restrictions imposed by Network, provided that Network has provided sufficient advance notice of any such restrictions.

6.2.1 Proceeds. Affiliate and Network shall each have the right to retain for itself all of the proceeds derived from the sale of its AXS TV Avails.

7. **Payment and Reports:**

7.1 Due Date. No later than forty-five (45) days after the end of each calendar month during the Term, Affiliate shall pay Network the Fees due for such month. Along with the Fee, Affiliate shall submit a statement setting forth at a minimum: (i) a list of those Systems that carry the Services; (ii) the total number of Service Subscribers in each such System and the total number of Subscribers in each such System along with a clear breakout of bulk bill Service Subscribers; (iii) the penetration percentage for each System calculated by dividing the total number of Service Subscribers in such System by the total number of Subscribers in such System; (iv) any other information that is necessary to compute the amount due to Network for such calendar month for each Service System; (v) the amount due for such calendar month; and (vi) any other information that such Service System makes available to its programming partners or that is reasonably requested by Network.

Affiliate acknowledges and agrees that the reporting provided by Affiliate to Network pursuant to this Section 7.1 shall be subject to audit by Network pursuant to Section 8.2 below. The foregoing monthly reports shall be certified true and correct by Affiliate. Affiliate shall make such payments via wire transfer to an account designated by Network and Affiliate shall send such reports to Network's notice address set forth in Section 15.6 below (or to such other location as Network may specify) and electronically to the following e-mail address (or such other e-mail address as Network may specify): subreports@axs.tv.

7.2 Past Due Payments. Past due payments will bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum legal rate permitted by Law. Affiliate will be liable for all reasonable costs and expenses (including, without limitation, reasonable court costs and attorneys' fees) incurred by Network in collecting any past due amounts.

8. **Records and Audit:**

8.1 Throughout the Term and for a period of two (2) years thereafter, Affiliate shall keep full and accurate records (including, without limitation, computer records) of: (i) the number of Subscribers for each Service System, (ii) the number of Service Subscribers for each Service System, and (iii) Affiliate's performance of the terms and conditions of this Agreement.

8.2 Network may, at its own expense, one (1) time during each calendar year during the Term, and two (2) years thereafter, and upon not less than thirty (30) days prior notice to Affiliate, conduct an audit and make copies of all records specified in Section 8.1 above, during normal business hours at Affiliate's corporate offices where such records are maintained.

8.3 If any audit undertaken by Network pursuant to Section 8.2 above reveals an under-reporting or underpayment from Affiliate to Network hereunder, then Affiliate shall forthwith pay any sums owing to Network together with interest calculated in accordance with this Agreement. If any audit undertaken by Network pursuant to Section 8.2 above discloses that there has been an underpayment of Fees or other monies due to Network of more than five percent (5%) of the amounts previously paid by Affiliate, Affiliate will forthwith reimburse Network for all costs and expenses incurred by Network in connection therewith (including, but without limitation, the cost of the audit) and in enforcing the collection of the under-reported amounts.

9. Marketing and Use of Marks:

9.1 Affiliate shall use its commercially reasonable efforts to advertise, market and promote the Services as distributed on the Service Systems to existing and potential Subscribers and shall ensure that such advertising, marketing and promotion shall be of a high standard and shall not in any way adversely reflect upon the Services or Network.

9.2 Network hereby grants Affiliate a non-exclusive license to use, upon Network's prior written approval for each such use, the "AXS TV" and "HDNet Movies" trademarks in the Territory during the Term solely in furtherance of promoting the Services on the Service Systems (the "Network Marks"). Neither Affiliate nor any Service System shall, as a result of this Agreement, acquire any right, title or interest in the Network Marks or in any trademark or service mark now or hereafter owned by or authorized to Network or any of its affiliates. All right, title and interest in the Network Marks along with all goodwill resulting therefrom are expressly reserved to Network and its affiliates. Immediately upon termination of this Agreement for any reason, Affiliate and all Service Systems will cease using the Network Marks. Affiliate agrees to comply, and shall ensure that each Service System complies, with any and all guidelines provided by Network in respect of the Network Marks.

9.3 Affiliate hereby grants Network a non-exclusive license to its and each Service System's trademarks and service marks in the Territory during the Term solely in furtherance of promoting the Services on the Service Systems (the "Affiliate Marks"). Network shall not, as a result of this Agreement, acquire any right, title or interest in the Affiliate Marks or in any trademark or service mark now or hereafter owned by or authorized to Affiliate or a Service System. All right, title and interest in the Affiliate Marks along with all goodwill resulting therefrom are expressly reserved to Affiliate and the Service Systems, as applicable. Immediately upon termination of this Agreement for any reason, Network will cease using the Affiliate Marks. Network agrees to comply with any and all guidelines provided by Affiliate in respect of the Affiliate Marks.

10. Warranties:

10.1 General Representations and Warranties. Each party represents and warrants to the other that: (i) it is duly organized, validly existing and in good standing under the Laws of the state under which it is organized; (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance hereunder; (iv) the individual executing this Agreement on its behalf has the authority to do so; and (v) the obligations created by this Agreement,

insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms.

- 10.2 **Indemnification.** Affiliate and Network shall each indemnify, defend and forever hold harmless the other, the other's affiliated companies, and each of the other's (and the other's affiliated companies') respective present and former officers, shareholders, directors, employees, partners and agents against and from any and all losses, liabilities, claims, costs, damages and expenses, including, without limitation, fines, forfeitures, attorneys' fees, disbursements and court or administrative costs, arising out of their respective breach of any term of this Agreement or any warranty, covenant or representation contained herein.

11. **Assignment and Change of Control:**

- 11.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns. Neither party may assign, hypothecate or otherwise transfer any of its rights or obligations under this Agreement in any manner, direct or indirect, contingent or otherwise, in whole or in part, voluntarily or by operation of law without the prior express written consent of the other party except to an affiliate or successor entity in the case of a purchase or consolidation, so long as, in the case of Affiliate, such affiliate is in existence and an affiliate as of the Effective Date. If and to the extent that either party is sold, merges or otherwise loses "control" of its capacity to cause the direction of the assets essential to its performance hereunder, it shall require the entity that is assuming control of such assets to accept this Agreement in whole along with all benefits and detriments. If Affiliate or any Service System is subsequently purchased by another entity that also distributes a Service, this Agreement shall be and remain binding with respect to the distribution of such Service in the Service Systems then owned or controlled by Affiliate.

12. **Default and Termination:**

- 12.1 In addition to all other rights to termination specifically set forth in this Agreement or available at law or in equity:
- 12.1.1 Either party shall have the right to terminate this Agreement if the other party has: (a) breached any of its material obligations under this Agreement (unless the breach is cured within the thirty (30) day period following receipt of notice of the breach; provided that if a shorter or longer cure period is provided elsewhere in this Agreement for a particular breach, then such shorter or longer cure period shall apply and, in the case where immediate termination is provided for elsewhere in this Agreement, immediate termination shall apply. Each party agrees and acknowledges that there are certain breaches which are incapable of being cured and are therefore not subject to the thirty (30) day cure period); (b) filed a petition in bankruptcy, is insolvent, or has sought relief under any law related to its financial condition or its ability to meet its payment obligations; or (c) had any involuntary petition in bankruptcy filed against it, or any relief under any such law has been sought by any of its creditors unless the involuntary petition is dismissed, or the relief is denied within thirty (30) days after it has been filed or sought. To the extent any such breach or bankruptcy is limited to one or more Services, then such termination shall only apply to such Service(s).
- 12.1.2 Network shall have the right to terminate this Agreement immediately if Affiliate fails to cure any breach of its payment obligations hereunder within five (5) days of such breach.
- 12.1.3 Network shall have the right to terminate this Agreement immediately with respect to a Service if it ceases distribution of such Service in the Territory.

12.1.4 Network shall have the right to terminate this Agreement, in its entirety, with respect to one or more Services, or with respect to one or more Service Systems at Network's sole discretion, for any reason or no reason without liability to Affiliate or any Service System upon thirty (30) days notice to Affiliate.

13. Force Majeure:

13.1 If the performance by either party of its obligations hereunder (other than payment of the Fee to which this Section shall not apply) is prevented, hindered or delayed by any strike, lock out or other industrial dispute or action, act of government or other regulatory authority, inclement weather, satellite or satellite transmission failure or degradation, satellite pre-emption, failure or degradation of terrestrial facilities for the uplink services to such satellite, executive or judicial order or decree, or other cause of the nature of force majeure beyond the control of the parties, it shall upon notice to the other party of such cause and for so long as such event continues be excused from performing its affected obligations hereunder and shall not be deemed to be in breach of this Agreement. If such event continues for a period of three (3) or more consecutive months, then at any time thereafter for so long as such event continues, either party may terminate this Agreement by giving at least one (1) month's notice to the other.

14. Limitation of Liability:

14.1 Notwithstanding anything to the contrary either express or implied in this Agreement, with the exception of each party's indemnity and confidentiality obligations hereunder, neither party shall under any circumstances be liable to the other for indirect or consequential loss of any kind, including (without limitation) unforeseeable loss of profits or revenues, damage to or loss of personal property, or of goodwill or reputation, or claims of any Subscriber.

15. General Provisions:

15.1 Confidentiality. Each of the parties shall keep confidential the terms of this Agreement and all information concerning the business of either of them exchanged between them in the course of negotiating the same or pursuant to the terms hereof and shall not divulge the same to any third parties (other than to their respective professional advisers) save to the extent necessary to enable them to perform their respective obligations hereunder or to perform under its or their agreements or to comply with a valid court order, provided that in any event each party shall seek the highest level of confidential treatment available under the circumstances. Affiliate shall not issue a public announcement or press release without the prior written approval of Network.

15.2 Compliance with Laws. Network agrees that at all times during the Term it shall, at its sole expense, include as part of the signal of each Service, Required Materials to the full extent required by Law and to the extent required to ensure that Affiliate and each Service System is in compliance with any and all Laws requiring closed-captioning and/or video description regardless of whether such Law imposes the obligation to include closed-captioning and/or video description on Network, Affiliate, the Service System, or a third party and, if applicable, industry-wide voluntary ratings and warnings regarding programming and content. Without limiting the foregoing, if any programming exhibited on the Services shall be among the type of programming that is regulated by Law as the same may apply to Affiliate or a Service System, then: (i) Network shall, at its expense, include as part of such programming those elements required (or otherwise modify the programming) to enable Affiliate and the Service System to be in compliance with any and all of such Laws; and (ii) Network shall provide Affiliate with all documents reasonably necessary for Affiliate and the Service System to demonstrate compliance with

such Laws in a timely manner. Network acknowledges and agrees that, except as otherwise provided in this Agreement with respect to the delivery of the Required Materials to Service Subscribers, neither Affiliate, any affiliated entity, any Service System nor any other system or enterprise distributing the Services hereunder shall have any liability in connection with Network's failure to prepare, insert or include the Required Materials in the Services as required by this Section 15.2.

- 15.3 No Waiver and Remedies Cumulative. A waiver by either party of any breach or default by the other party will not be construed as a continuing waiver of the same or of any other breach or default under this Agreement. All rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.
- 15.4 No Joint Venture. Neither party shall be, or hold itself out as, the agent of the other or as joint venturers under this Agreement. No Subscriber of Affiliate or a Service System shall be deemed to have any privity of contract or direct contractual or other relationship with Network and no supplier of advertising or programming or anything else included in the Services by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate or a Service System by virtue of this Agreement. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate and the Service Systems and their respective affiliates, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Service Systems (nor the owners thereof) are common carriers.
- 15.5 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the Services and supersedes any previous agreements or understandings (whether written or oral) between Network and Affiliate regarding the Services. This Agreement may only be amended in writing executed by both parties.
- 15.6 Notices. All notices, consents, waivers or other communications given under this Agreement shall be in writing and be given by personal delivery, post, or overnight courier to the address set forth for each party below. Notice given by post shall be deemed to have been given seven (7) days after the date of mailing, postage prepaid, first-class mail. Notice given by personal delivery shall be deemed to have been given upon delivery. Notice given by overnight courier shall be deemed to have been given on the date of delivery by the overnight courier. Each party may change its address for notices by providing written notice to the other party.

To Network:

HDNet LLC
8269 E. 23rd Avenue, Suite 130
Denver, CO 80238
Attention: Frank Tanki

With copies via email to:

ftanki@axs.tv
rbrown@anthemse.com

To Affiliate:

Vivicast Media LLC
680 Oakleaf Office Lane, Ste 201
Memphis TN 38117

Attention: Anna White, VP Programming

With copies via email to:
Anna.white@vivicast.com

- 15.7 Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of New York without regard to the conflict of law rules thereof. The federal and state courts located in New York County, New York shall have exclusive jurisdiction to hear and determine any claims, disputes, actions or suits which may arise under or out of this Agreement and each party hereby waives its right to make any claim to the contrary and hereby submits to the personal jurisdiction of such courts.
- 15.8 Attorney's Fees. Should any legal proceeding be necessary to construe or enforce the provisions of this Agreement, the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorney's fees, and costs of enforcing or collecting any judgment awarded.
- 15.9 Construction. Condition headings are for ease of reference only and shall not affect the construction of this Agreement. This Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.
- 15.10 Survival. Any provision contained in this Agreement, which by its terms or logically because of the lasting requirements associated therewith, shall survive termination or expiration of this Agreement.
- 15.11 Severability. If any provision or part thereof of this Agreement as applied to any party hereunder or to any circumstance shall be adjudged by any court, administrative or regulatory body of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or part thereof or the validity or enforceability of this Agreement provided that the parties shall negotiate in good faith with a view to agreeing to terms in substitution for any aforesaid void or unenforceable provision which shall reflect the financial, economic, legal and commercial objectives of the relevant void or unenforceable provision.
- 15.12 Non-Recourse. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that each and every representation, warranty, covenant, undertaking and agreement made in this Agreement was not made or intended to be made as a personal representation, undertaking, warranty, covenant, or agreement on the part of any individual, and any recourse, whether in common law, in equity, by statute or otherwise, against any individual is hereby forever waived and released.
- 15.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date set forth in the first paragraph of this Agreement.

AXS TV LLC

By: _____

Name: _____

Title: _____

HDNet Movies LLC

By: _____

Name: _____

Title: _____

Vivicast Media LLC

By:  _____

Name: Anna White

Title: VP Programming

SCHEDULE 1
MONTHLY FEES

AXS TV

Affiliate shall pay Network a monthly Fee of \$0.278 for each Subscriber to the AXS TV Service.

HDNet Movies

Affiliate shall pay Network a monthly Fee of \$0.344 for each Subscriber to the HDNet Movies Service.

SCHEDULE 2

LAUNCH AUTHORIZATION REQUEST

System Owner Name; _____
System ID (service area
and address); _____
Contact (phone, fax and e-
mail) _____
Services (SD/ HD/VOD); _____
Number of Subscribers
Served by System _____
Launch Date; _____
Service Subscribers at
Launch _____
Package Name; _____
Receiver Authorization
Information _____

Submitted by: _____ **Date** _____
Name & Title

EXHIBIT A

**VIVICAST MEMBER PARTICIPATION FORM AND BINDING LETTER OF
ACKNOWLEDGEMENT REGARDING THE AXS TV AND HDNET MOVIES AFFILIATION
AGREEMENT**

The undersigned hereby elects as of the date of execution of this Member Participation Form ("Date of Election") to be included under the AXS TV and HDNet Movies Affiliation Agreement dated January 1, 2021 (the "Agreement") between Vivicast Media LLC ("Vivicast") and AXS TV LLC and HDNet Movies LLC and agrees as follows:

1. The undersigned has been provided with a copy of the Agreement, has read and understands, and agrees to be bound by and comply with, all terms and conditions of the Agreement.
2. The undersigned is a member of the Vivicast cooperative in good standing and is current in all of its obligations to Vivicast.
3. Execution of this Member Participation Form by the undersigned will constitute its execution of the Agreement effective as of the Date of Election.
4. The undersigned undertakes all obligations set forth in the Agreement as if it were a direct signatory to the Agreement effective as of the Date of Election.
5. Vivicast and the undersigned shall be jointly and severally liable for their respective obligations under the Agreement.

IN WITNESS WHEREOF, each of Vivicast and the undersigned has duly executed and delivered this Member Participation Form as of the date indicated below.

	Vivicast Media, LLC
_____ (System Owner Name Printed)	
_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Name Printed)	_____ (Name Printed)
_____ (Signatory Title)	_____ (Signatory Title)
_____ (Date)	_____ (Date)



To: Chris Conrad, Interim City Manager
From: Angela Imming, Director, Technology and Innovation
Date: Jan. 13, 2021
Subject: AXS Renewal

Recommendation:

I recommend HCS renew the contract with NTTC to allow HCS to carry AXS programming.

Discussion:

AXS is popular channel and generally inexpensive. We currently carry it in our basic digital family package while most providers offer it in the higher tier.

Financial Impact:

The previous cost per subscriber for the three year contract term is .278.

RESOLUTION NO. _____

**A RESOLUTION APPROVING RETRANSMISSION CONSENT AGREEMENT,
BINDING TERM SHEET & WGNA DISTRIBUTION AGREEMENT BETWEEN CITY
OF HIGHLAND D/B/A HIGHLAND COMMUNICATION SERVICES
AND NEXSTAR, 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 Council desires to obtain for the City of Highland, an Illinois municipal corporation d/b/a Highland Communication Services (“HCS”) a Retransmission Agreement, Binding Term Sheet, and WGNA Distribution Agreement with Nexstar, Inc. (“Nexstar”); and

WHEREAS, the Telecommunications Advisory Board, in the exercise of the plenary authority concerning editorial control, conferred on it by Ordinance No. 2399, adopted on January 18, 2010, and by Section 613(e)(2) of the Cable Franchise Policy Act of 1984 (47 U.S.C. §533(a)(2)), has determined that the HCS’ acquisition and distribution of the programming would be appropriate; and

WHEREAS, Nexstar has provided to HCS the Agreement, attached hereto as **Exhibit A**); and

WHEREAS, City Council finds that the terms of the Agreement (**Exhibit A**); should be approved; and

WHEREAS, the City Manager should be authorized and directed, on behalf of HCS to execute all documents required to enter the Agreement (**Exhibit A**).

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

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

Section 2. City Council has determined the Agreement (**Exhibit A**) between HCS and Nexstar is approved.

Section 3. The City Manager and/or Mayor is authorized and directed, on behalf of HCS to execute all documents required to enter the Agreement (**Exhibit A**).

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

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

AYES:

NOES:

APPROVED:

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

ATTEST:

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

RETRANSMISSION CONSENT AGREEMENT

This Retransmission Consent Agreement (“Agreement”) is entered into on January 8, 2021 (“Agreement Date”), but effective for all purposes as of the Effective Date (as defined below), between Nexstar Inc. (“Nexstar”), on its own behalf and on behalf of each Licensee (as defined below), and City of Highland (“Operator”).

Background:

- Nexstar, through the applicable Licensee, has the right to grant retransmission consent for each applicable Program Stream of each FCC-licensed television broadcast station as listed on Exhibit A hereto (each a “Station”), as such Exhibit may be amended from time to time as set out in this Agreement.
- Operator owns or operates one or more MVPD Systems that qualifies as a “System” (i.e., meets the definition of a “System”) under this Agreement.
- Operator desires to retransmit, and each Licensee desires to authorize Operator to retransmit, each Station’s broadcast signal over each System to its subscribers, if any, in the Station’s Service Area.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements in this Agreement, the parties agree as follows:

1. **TERM.** The term of this Agreement (the “Term”) begins on January 1, 2021 (the “Effective Date”) and ends at 4:59 p.m., Central Time, on December 15, 2023.
2. **CONSIDERATION.** As consideration for Operator’s right to retransmit and distribute the Signal of each Station, Operator will pay to Nexstar the Fee as set forth and calculated below. This Section will survive the expiration or termination of this Agreement.
 - 2.1 For each calendar month during the Term, and each Program Stream and each System obligated to then retransmit such Program Stream under this Agreement, Operator will pay to Nexstar (for the benefit of the underlying Licensee), at the Address For Payments set forth in Section 3 below, within 30 days after the end of such calendar month, a monthly license fee (the “Fee”) equal to: (a) the total number of the System’s Subscribers (as calculated under Exhibit C) in the Program Stream’s Station’s Service Area for such month, multiplied by (b) the Program Stream’s applicable “Monthly Rate” as set out below.

STREAM TYPE	PERIOD AND MONTHLY RATE		
	Jan. 1, 2021 to Dec. 31, 2021	Jan. 1, 2022 to Dec. 31, 2022	Jan. 1, 2023 to Dec. 15, 2023
Big-4 Network-affiliated Program Stream¹	\$5.18	\$5.71	\$6.45
Local News Station Stream²	\$3.40	\$3.65	\$3.90
CW, MNT, or Telemundo-affiliated Program Stream	\$1.90	\$2.13	\$2.39
“Non-Big-7 Station Primary Stream”³	\$0.875	\$0.98	\$1.10
“Prior CW or MNT Program Stream”⁴	\$2.28	\$2.64	\$3.00
Any Other Program Stream⁵	\$0.24	\$0.28	\$0.32

NOTES:

¹ If, during any annual period (or partial annual period) from October 1 to the following September 30 during the Term, any Station that is not affiliated with a Big-4 Network will include a package of at least 25 Local

Qualified Games on any one or more Program Streams (each, as “*Sports Station*”), then the Monthly Rate for the Primary Stream of such Station, for each calendar month, during the Term, of such annual period, will be the same as the Monthly Rate applicable to Big-4 Network-affiliated Program Stream. A “*Local Qualified Game*” means any game involving any of the following: any Division I men’s basketball, Division I football, MLS, MLB, NFL, NBA, or NHL team whose home venue is located in the Station’s DMA. Nexstar will provide Operator with as much advance notice as is reasonably practicable of whether a Station will be subject to this Monthly Rate for any such annual period.

² A “*Local News Station Stream*” means any of the following: (a) The Primary Stream of any of the following Stations so long as such Station is not a Sports Station and such Primary Stream is not affiliated with a Big 4 Network: KTLA, KRON, KWGN, WDVM-TV, WGN-TV, and WPIX (if WPIX becomes an After Acquired Station during the Term), or (b) any Program Stream of any Station that is not affiliated with a Big 4 Network and includes, on a weekly average basis, 20 or more hours (inclusive of customary advertising breaks) of unique local or regional programming. As of the Agreement Date, the Primary Streams of the following are Local News Station Streams under clause (b) of the prior sentence: WPHL, KIAH, WTTA, WCTX, and WNLO.

³ A “*Non-Big 7 Station Stream*” is the Primary Stream of each of the following Stations so long as such Primary Stream, for the month in question, such Station has no Local News Station Stream and no Big-7 Network-affiliated Program Stream: KZUP-CD and KAUT-TV.

⁴ A “*Prior CW or MNT Program Stream*” is any Program Stream that was affiliated with CW or MNT during the Term, but, for the month in question, (i) is no longer affiliated with CW or MNT, (ii) is not affiliated with any other Big 7 Network, and (iii) is not a Local News Station Stream.

⁵ This is any Program Stream that is not (1) a Big-4 Network-affiliated Program Stream, (2) a CW, MNT, or Telemundo-affiliated Program Stream, (3) the Primary Stream of a Non-Big-7 Station, (4) a Prior CW or MNT Program Stream, or (5) a Local News Station Stream; provided, however, that, with respect to each Station, the Monthly Rate for such Station’s “Any Other Program Stream” will only apply to three such Program Streams.

2.2 Exhibit C sets out other terms related to payment matters.

3. ADDRESSES.

Operator’s Address(es):		<p><u>Licensee / Nexstar Addresses:</u> Nexstar Media Group, Inc. 1608 Walnut St., Ste. 1001 Philadelphia, PA 19103 Attention: EVP, Distribution with a copy (which will not constitute notice) to: legal-notices@nexstar.tv Attention: Asst. Gen. Counsel, Distribution</p> <p><u>Address For Payments:</u> Nexstar Media Group, Inc. PO Box 841815 Dallas, TX 75284-1815</p>
Contact Name	City of Highland, an Illinois Municipal Corporation d/b/a Highland Communication Services	
Street Address	1115 Broadway	
Address Line 2	PO Box 218	
City, State, Zip	Highland, Illinois, 62249	
Phone	618-654-9891	
Email	aimming@highlandil.gov	

4. DEFINITIONS.

4.1 “*Act*” means the Communications Act of 1934, as amended.

4.2 “*Big-4 Network*” means each of the following television broadcast networks or any successor network thereto: ABC, CBS, FOX, and NBC.

4.3 “*Big-7 Network*” means each of the following television broadcast networks or any successor network thereto: any Big-4 Network, The CW Network (including any successor thereto, “*CW*”), MyNetworkTV (including any successor thereto, “*MNT*”), and Telemundo (including any successor thereto, “*Telemundo*”).

- 4.4 “DMA” means the designated market area, as defined in 17 U.S.C. §122(j)(2)(C), of a television broadcast station, including any Station.
- 4.5 “FCC’s Rules” means Federal Communication Commission’s (FCC)s rules, regulations, and promulgated policies then in effect.
- 4.6 “Good Quality Signal” means, with respect to each Signal, a good quality signal as defined by the “must carry” FCC Rules.
- 4.7 “HD Program Stream” means, for each Station, each of its Program Streams (but always including a Station’s Primary Program Stream) that includes programs that the Station broadcasts in HD.
- 4.8 “HD” means full motion video and audio programming produced in or converted to a high definition format (i.e., a minimum resolution of 720p (i.e., 1280 x 720 progressive)) that satisfies applicable Advanced Television Systems Committee (ATSC) standards (or other applicable successor standards).
- 4.9 “Licensee” means, for each Station (including any After Acquired Station as defined in Section 11.2), the entity that then directly holds the FCC-issued television broadcast authorization for such Station. Any action that may be taken by a Licensee under this Agreement may also be taken by Nexstar on behalf of such Licensee.
- 4.10 “Multicast Stream” means any Program Stream of a Station except its Primary Program Stream. Exhibit A lists each Multicast Stream of each Station as of the Agreement Date.
- 4.11 “MVPD System” means, with respect to a given MVPD, such MVPD’s secure, private, closed, facilities-based multichannel video service infrastructure (whether via cable (e.g., as offered by Charter or Comcast), direct broadcast satellite (DBS) (e.g., as offered by DIRECTV or DISH Network) or telco (e.g., as offered by Verizon FiOS TV or AT&T U-verse TV), as such terms are commonly understood in the U.S. television industry as of August 1, 2019, (1) via which such MVPD delivers to its subscribers multiple channels of linear video programming services to a Television Receiver or a Set-Top Box located in the subscriber’s premise and under such MVPD’s Conditional Access and Control, where such delivery and receipt by the subscriber is not reliant on the subscriber having access to, and does not occur over, mobile wireless infrastructure, VPN, or the public Internet, and (2) that qualifies as a “cable system” under 17 U.S.C. § 111(f) or a “satellite carrier” under 17 U.S.C. § 119(d).
- 4.12 “MVPD” means a multichannel video programming distributor that makes available for purchase by subscribers or consumers, on a subscription basis, multiple channels of linear video programming services, which video programming services are delivered via such distributor’s MVPD System.
- 4.13 “Primary Program Stream” or “Primary Stream” means, with respect to each Station, the Program Stream that Licensee has designated as such Station’s primary video channel consistent with FCC requirements. The Primary Program Stream of each Station as of the Agreement Date is listed in Exhibit A.
- 4.14 “Program Stream” means, with respect to each Station, the portion of the Station’s Signal that is the principal video and related audio portion of a single program stream, together with associated Program-related Material. However, the term Program Stream excludes any program stream that (a) the Station transmits in a technical standard specifically designed for mobile reception, or (b) Licensee does not provide to viewers on a free over-the-air basis (e.g., a program stream that Licensee offers on a subscription basis), or (c) is then a programming affiliate of the national programming network now known as ION Television or ION.
- 4.15 “Program-related Material” means, for each Signal, any of the following if included in the Station’s broadcast of that Signal: (a) closed-captioning data, video description, and related information; (b) program identification codes and broadcaster tracking tags (including Nielsen NAVE II source identification codes or successor Nielsen Media Research data); (c) program ratings information receivable by V-Chip (or the ATSC equivalent of a V-Chip) equipped

television receivers; (d) channel mapping and tuning protocols, including all PSIP data; (e) broadcast flags, watermarks, the FCC Redistribution Control Descriptor, and other similar protection systems; (f) alternative language feeds; (g) any scheduling, descriptive, or other data concerning or implementing any program guide or navigational device; (h) any other material or information then required by the FCC's Rules; (i) any other material that is essential to or necessary to deliver or distribute the Signal in a digital form; (j) information and material directly associated with a Program Stream's specific programming or commercial advertisements; (k) information and material related to or primarily designed to promote a Station's broadcast programming; and (l) such other materials as the parties may mutually agree in writing. When retransmitting any Program Stream, Operator will comply with ATSC standard A/65 Program and System Information Protocol ("PSIP") and any successors thereto. Notwithstanding the prior sentence, Operator may employ its own proprietary technology if such technology substantially replicates and offers comparably equivalent or superior functionality to the functionalities of PSIP.

- 4.16 "SD" means any full motion video and audio programming produced in or converted to a standard definition format.
- 4.17 "Service Area" means, with respect to each Station, such Station's DMA and, if applicable, any "significantly viewed" area in which this Agreement then permits the System in question to retransmit the Station's Signal.
- 4.18 "Set-Top Box" means (a) any integrated receiver decoder hardware device located in the premises of the applicable subscriber that (1) is CableLabs-certified, (2) is designed primarily for the reception by an authorized subscriber of multiple channels of linear video programming services delivered via a MVPD System, and (3) over which such MVPD has the technology to control the authorization and deauthorization of a given subscriber's access to specific video programming services distributed by such MVPD over such MVPD System ("Conditional Access and Control"); and (b) any software application that, if required under the applicable Station's Big-4 Network affiliation agreement, has been approved by Nexstar embedded in a Television Receiver and such software complies with the foregoing clauses (2) and (3). A CableLabs-certified CableCARD host device equipped with a CableCARD which is primarily designed for the reception and viewing of multiple channels of linear video programming services by an authorized subscriber shall be deemed a Set-Top Box hereunder, but only if and for so long as such MVPD has Conditional Access and Control via such CableCARD.
- 4.19 "Signal" means, for each Station, the Station's digital broadcast signal provided under a license granted to such Station under Part 73 of the FCC's Rules. However, the term Signal excludes any program stream that the Station transmits in a technical standard specifically designed for mobile reception or that Licensee does not provide to viewers on a free over-the-air basis (e.g., a program stream that Licensee offers on a subscription basis).
- 4.20 "Subscriber" means, for each System, each end-user located in a Station's Service Area that Operator has intentionally authorized to receive any video programming via that System (*i.e.*, 100% of each System's video programming subscribers), regardless of the manner, tier, or technology through which the end-user obtains such video programming from Operator.
- 4.21 "System" means any MVPD System that then meets each of the following qualifications: (a) Operator Owns or Manages the MVPD System, (b) Operator owns and controls all elements of the MVPD System's transmission path from the starting point of distribution to the end points of reception, (c) the MVPD System holds a valid local or state franchise, if such is required by the jurisdiction in which it operates, (d) the MVPD System is eligible for and operates at all times in full compliance with a statutory copyright license under Title 17 of the United States Code, and (e) the MVPD System provides multiple channels of video programming to subscribers within the DMA of any one or more Stations. "Owns" means Operator holds a direct or indirect greater than 50% voting interest in such System. "Manages" means Operator is the sole entity authorized, under a written agreement with the System's

owner, to make all day-to-day decisions for the System, including making all programming decisions and having full authority to bind the System in all matters.

- 4.22 “Television Receiver” means a device that: (a) is capable of receiving and displaying over-the-air signals broadcast by television stations; (b) is intended primarily for the reception and simultaneous viewing of such signals, and of programming delivered by an MVPD; (c) has a built-in, over the air tuner not meant to be removed; and (d) is capable of audience measurement by Nielsen Media with methodologies currently in use. For the avoidance of doubt, “Television Receiver” does not include portable devices such as laptops, iPads or other tablets, iTouch, or smartphones.

5. GRANT OF RETRANSMISSION CONSENT.

5.1 In DMA Consent.

- (a) Subject to the terms of this Agreement and pursuant to Section 325(b) of the Act (47 U.S.C. §325(b)) and the FCC’s Rules, and with respect to each Station, Licensee hereby grants Operator non-exclusive consent to retransmit, and Operator accepts the obligation to retransmit, the Station’s Signal, on a substantially simultaneous basis to the Station’s linear broadcast of the Signal, by means of each System to each Subscriber in the Station’s DMA, solely for private in-home viewing or viewing on commercial premises when no separate charge is made for admission (other than a cover charge for live entertainment).
- (b) Nothing in this Agreement is meant to obligate Nexstar or any Licensee (or any Station) to transmit a Signal, to maintain any Program Stream’s network affiliation, or to include any particular program or Program Stream in any Signal.
- (c) This grant of consent is personal to Operator and does not authorize any resale of Operator’s services to retransmit any Station’s Signal.
- (d) Except as set forth in Section 5.2, Operator will not retransmit any portion of any Station’s Signal to any person or place outside of the Station’s DMA, without Licensee’s prior written consent, which consent Licensee may grant or deny, in whole or in part, in Licensee’s sole discretion.

5.2 Significantly Viewed Consent. Subject to the terms of this Agreement and pursuant to Section 325(b) of the Act (47 U.S.C. §325(b)) and the FCC’s Rules, and solely with respect to each Station’s Program Stream (excluding any Program Stream that is affiliated with the FOX television network), Licensee hereby grants Operator non-exclusive consent to retransmit, and Operator accepts the obligation to retransmit, each such Program Stream, on a substantially simultaneous basis to the Station’s linear broadcast of the Program Stream, by means of each System to each Subscriber in each area, if any, in which the Station is deemed “significantly viewed” (pursuant to Section 76.54 of the FCC’s Rules), solely for private in-home viewing or viewing on commercial premises when no separate charge is made for admission (other than a cover charge for live entertainment), and subject to the following:

- (a) Operator must be retransmitting such Program Stream on a significantly viewed basis on and before the Effective Date;
- (b) Operator must immediately stop retransmitting such Program Stream outside of the Station’s DMA (A) if Nexstar notifies Operator that the Program Stream’s network objects to the out-of-DMA retransmission, or (B) if Operator no longer has authority (pursuant to retransmission consent or must carry) to retransmit the programming from the in-DMA station that is affiliated with the same network as such Program Stream;
- (c) Operator may discontinue retransmitting any Station on any System within any area in which the Station is deemed “significantly viewed” upon 30 days’ prior written notice to Nexstar; and

- (d) Operator agrees that Operator must pay the Fee as calculated under this Agreement for each Subscriber to each System that retransmits a Program Stream in any significantly viewed area.

5.3 Consent Limited.

- (a) This Agreement does not expressly or implicitly grant Operator a license to retransmit, distribute, or exhibit any part of any Program Stream: (1) on a video-on-demand basis; (2) via cellular or wireless transmission; (3) over the public Internet; (4) to any mobile or portable electronic devices, including but not limited to cell phones, computers, or tablets; or (5) for viewing on an “out-of-home” basis.
- (b) If, however, any programming provider grants Licensee the right to grant MVPD Systems authorization to distribute any part of any Program Stream via any means described in Section 5.3(a) (collectively “*Other Distribution Rights*”), then, upon Operator’s prior written request, the parties will negotiate in good faith with respect to grant of such additional rights to Operator on non-discriminatory terms and conditions as compared to similarly situated MVPDs; provided that Licensee will not be required to grant such rights if Licensee will incur a separate incremental cost specifically with respect to the acquisition by Licensee of such rights.
- (c) Section 5.3(a) is not intended to restrict or prohibit Operator from exercising any Other Distribution Rights to the extent Operator obtains those Other Distribution Rights directly from a content licensor or provider (e.g., a network or syndicator).
- (d) Operator will not retransmit, exhibit, or distribute any Program Stream (1) to any hotel or motel guest room, any hospital patient room, or any similar place of accommodation unless the Program Stream is received by each guest/patient room therein and then solely on a free-to-guest basis, (2) for any subscription period shorter than 30 days or one calendar month, or (3) to any location for which an admission fee is charged to view the Program Stream.

- 5.4 Consumer Technology; Transport. Nothing in this Agreement is intended to prohibit (a) Operator from enabling, and any Subscriber from using, any product or service (including TiVo and similar services) to the extent permitted by law without a license from Nexstar or the applicable Licensee, which license is expressly not granted under this Agreement, or (b) any Subscriber from connecting its consumer electronics devices to Operator’s integrated decoder (e.g., a set-top box or equivalent device) to the extent permitted by law without a license from Nexstar or the applicable Licensee, which license is expressly not granted under this Agreement. Further, nothing in this Agreement is intended to prohibit Operator from taking transport of any Program Stream at any System from MobiTV or similar transport provider to the extent that Program Stream as received from such transport provider is the same in all material respects as the Program Stream as transmitted by the Station and to the extent permitted by law without a license from Nexstar or the applicable Licensee, which license is expressly not granted under this Agreement

5.5 Withdrawal of Consent.

- (a) Notwithstanding anything in this Agreement to the contrary, each of Nexstar and the applicable Licensee has the right, with respect to each Station, to withdraw, upon 15 days’ prior written notice to Operator, retransmission consent under this Agreement for the Station’s Signal or to any one or more Program Streams if
 - (1) any agreement between Nexstar or Licensee and any program supplier requires Nexstar or Licensee to do so;
 - (2) Operator’s continued retransmission of the Signal or Program Stream would result in materially increased costs to Nexstar or Licensee beyond the program license fees payable to the Program Stream’s content providers; or

- (3) Nexstar or Licensee receives an Objection (as defined below) and withdraws retransmission consent for all other MVPD Systems affected by the Objection. An “*Objection*” means (1) a bona fide third-party claim that Licensee lacks the necessary rights to grant Operator the rights granted under this Agreement, or (2) a bona fide claim of an actual or potential infringement of a third party’s rights or a violation of law that would impair Licensee’s ability to grant (or to have granted) the rights granted to Operator under this Agreement.
 - (b) If Nexstar or Licensee gives notice of withdrawal of consent under this Section 5.5 for any Signal or Program Stream, then
 - (1) Operator must promptly (and, in any case, within 30 days) stop retransmitting that Signal or Program Stream, and
 - (2) Once Operator has stopped retransmitting the Signal or Program Stream, Operator will not be required to retransmit or pay any Fee for that Signal or Program Stream.
 - (c) Except as expressly stated in this Section 5.5, Operator will have no remedy against Nexstar or any Licensee for its withdrawal of retransmission consent under this Section.
- 5.6 This Agreement does not authorize Operator to retransmit any Signal or any Program Stream except on each System on the terms specified in this Agreement. Nothing in this Agreement is to be construed as a waiver of Nexstar’s or any Licensee’s rights, whether arising under this Agreement or by law, against Operator for any retransmission or other use of any Signal or Program Stream other than as expressly authorized by this Agreement.
- 5.7 Exclusivity: With respect to each Program Stream of each Station and notwithstanding anything in this Agreement to the contrary, Operator shall afford such Program Stream the maximum degree of exclusivity that is permissible under applicable law and regulations on each System which serve households in such Station’s DMA as against other broadcast stations with duplicating programming. Without limiting the prior sentence, unless required under, and to the extent permissible under, applicable law or regulation, each System retransmitting a network-affiliated Programming Stream pursuant to this Agreement shall not retransmit to any household in such Station’s DMA any programming stream or other linear feed of programming that contains any of the network programming of the network with which such Programming Stream is affiliated.
- 5.8 TV Everywhere Authentication to Station’s Sites and Apps. Upon Licensee’s request with respect to any Station’s Program Stream retransmitted by Operator, Operator will authenticate its Subscribers to such Program Stream’s content that is available on a TV Everywhere (i.e., authenticated) basis on such Station’s websites and device applications if Operator is then providing any other authenticated content to its Subscribers and Operator’s authentication platform is then reasonably capable of being integrated with such Station’s websites and device applications.
- 5.9 Start Over/Look Back Rights.
 - (a) “*Start Over*” means the Operator-implemented functionality that allows a System’s Subscriber, to a Station’s Program Stream that contains a Cleared Program (as defined below), to restart the Cleared Program at any time during the Subscriber’s receipt of the System’s linear retransmission of the Cleared Program as part of the Program Stream. “*Look Back*” means the Operator-implemented functionality that allows a System’s Subscriber, to a Station’s Program Stream that contains a Cleared Program, to playback the Cleared Program at any time within 72 hours after such System completed its linear retransmission of such Cleared Program as part of such Program Stream. A “*Cleared Program*” means any Program Stream’s program (1) that Nexstar produced or had produced (e.g., local news programs); (2) for which Operator has

obtained Start Over and Look Back rights from the applicable content rights holder (e.g., through an agreement with the network); or (3) that Nexstar then licenses any other MVPD System to exhibit via Start Over and Look Back.

- (b) Nexstar grants Operator the non-exclusive right to make available to its Subscribers any Cleared Program on a Start Over or Look Back basis, subject to the following: (1) if Nexstar loses rights it previously had to authorize Start Over and/or Look Back rights to any previously Cleared Program, Operator must promptly discontinue Start Over and/or Look Back, as applicable, functionality for such Cleared Program upon receipt of notice from Nexstar; (2) as part of such Start Over and Look Back functionality, Operator must pass through to each Subscriber all Nielsen watermarks that are part of the Cleared Program as delivered by the Station as part of the Program Stream to Operator; (3) such Start Over and Look Back viewing, as applicable, must be subject to audience measurement by Nielsen (or its industry standard successor) and in a manner that provides direct credit to the applicable Station for such measurement; and (4) Operator must disable each Subscriber's ability to fast-forward through or skip advertising on all Cleared Programs viewed on a Start Over and Look Back basis.

6. RETRANSMISSION OBLIGATIONS AND STANDARDS.

- 6.1 Operator Obligation. Each Station's Signal may, in Licensee's sole discretion, include one or more Program Streams in HD format, SD format, or other formats. Subject to the terms of this Agreement, the FCC's Rules, and all applicable laws, Operator will retransmit, at its own expense, each Station's Signal over each System to each Subscriber in the Station's Service Area. When retransmitting any Program Stream under this Agreement, Operator will retransmit such Program Stream in its entirety, without editing, time delay, interruption, alteration, superimposition, acceleration, or deletion, except as this Agreement may expressly allow or as the FCC Rules may require.
- 6.2 HD Obligation. Operator will retransmit each HD Program Stream (whether Primary or Multicast) over each System to each Subscriber in the same HD format in which Licensee broadcasts that Program Stream. In addition, Operator will provide each HD Program Stream, in an HD format, in each package in which it provides, or offers to provide, the programming of any other local television broadcast station in HD and will do so without any additional Subscriber charge for providing such HD Program Stream over the charge it imposes for such package as a whole.
- 6.3 SD Obligation. Operator will retransmit each SD Program Stream over each System to each Subscriber in the same SD format in which Licensee broadcasts that Program Stream. In addition, Operator will downconvert and retransmit in SD each HD Program Stream (whether Primary or Multicast), in addition to, and not in lieu of, Operator's HD retransmission of such HD Program Stream. Operator will ensure that the video and audio quality of any downconverted HD Program Stream it retransmits over a System to any Subscriber is equal to or greater than the quality of all other SD video programming channels retransmitted by the System. Operator must retransmit each SD Program Stream using an aspect ratio of 4:3 that is derived from the "center-cut" of the 16:9 HD image, but if a Station uses Automatic Format Description ("AFD") for a SD Program Stream, Operator will use AFD for such SD Program Stream. In addition, Operator will provide each SD Program Stream in each package in which it provides, or offers to provide, the programming of any other local television broadcast station in an SD format and will do so without any additional Subscriber charge over the charge it imposes for such package as a whole.
- 6.4 Analog Obligation. If Operator maintains any System that provides any level of analog video service, then, with respect to each Primary Stream and each Big-7 Network Multicast Stream that such System is required to retransmit under this Agreement, Operator will retransmit each such Program Stream in analog over such System to each Subscriber in such Station's Service Area that receives any analog video service ("Analog Program Stream"). In addition, Operator

- will include each Analog Program Stream in each package in which it provides, or offers to provide, the programming of any other local television broadcast station in analog and will do so without any additional Subscriber charge over that it imposes for such package as a whole.
- 6.5 Notwithstanding anything in this Agreement to the contrary, a System, which distributes substantially all channels (including all other local television stations) only in HD format to all Subscribers, will only be required to distribute a Program Stream in an HD format, but such System must ensure that its Subscribers are otherwise able to receive and view, by means of the System, each Program Stream that it is required to retransmit under this Agreement (including each Program Stream that is broadcast only in SD format).
- 6.6 Operator's Subscriber Bills. Operator will not include, as a separate item on any Subscriber bill or statement, the per subscriber rate or other fee payable or paid under this Agreement for any Station or Program Stream. Further, Operator may only include on any Subscriber bill or statement the amount it pays all local broadcast signals, collectively, if (a) Operator does not disclose the per subscriber rate or other fee paid per station or per broadcaster, (b) doing so does not violate the confidentiality provision of this Agreement, and (c) such amount only includes actual retransmission consent payments paid to local broadcast stations and does not include administrative fees, overhead, franchise fees, state or local taxes, or similar charges.
- 6.7 Multicast Streams. With respect to each Station and System obligated to retransmit such Station, Operator will retransmit, on such System, a number of Multicast Streams equal to the following (the "Required Number"): five Multicast Streams of such Station the greater of (a) the number of Multicast Streams of such Station that such System retransmitted immediately before the Effective Date, or (b) such number of multicast streams, excluding those affiliated with a Big-7 Network, of any other in-DMA local television station that the System transmits in such Station's DMA. Operator will retransmit each Multicast Stream it retransmits under this Agreement in the same format in which Licensee broadcasts the Multicast Stream. If a Station broadcasts more than the Required Number of Multicast Streams, then Operator will retransmit the Multicast Streams that the Nexstar designates, which designation Nexstar may change from time to time upon notice to Operator. If a Station launches an additional Multicast Stream during the Term, then, if Operator is not then retransmitting the Required Number of such Station's Multicast Streams on a System that is required to retransmit such Station, Operator will retransmit such additional Multicast Stream on each such System beginning within 60 days after Licensee notifies Operator of such additional Multicast Stream. Notwithstanding the prior provisions of this Section 6.7, any System with a bandwidth capacity of 750 MHz or less will not be required to launch any Multicast Stream in addition to the Multicast Streams it retransmits as of the Agreement Date unless (x) after the Agreement Date, Operator enters into an obligation to launch any additional multicast stream for any other television station located in the Station's DMA, in which case such System will launch the same additional number of Multicast Streams, or (y) the System's capacity is increased above 750 MHz, in which case the System will retransmits the Required Number of Multicast Streams. Notwithstanding anything in this Agreement to the contrary, any Program Stream affiliated with a Big-7 Network will be considered a Primary Program Stream for all purposes this Agreement and will not be considered a Multicast Stream for purposes of the Multicast Stream cap set out above in this Section.
- 6.8 Remodulation. When retransmitting any Program Stream on any System, Operator will ensure that the System:
- (a) retransmits the Program Stream so that it is compatible with and receivable by each Subscriber's receiving device that Operator controls and that is capable of receiving and displaying any other similarly formatted television signal or digital programming;
 - (b) delivers the Program Stream to each Subscriber without material degradation from the Program Stream's quality or format as provided by Licensee;

- (c) applies signal processing to the Program Stream that (1) is at least as favorable as the processing it then applies to the most favored (*i.e.*, least degradation) linear television program service that the System carries in the same format (HD, SD, or analog), (2) does not degrade any HD Program Stream, and (3) meets the standards under Exhibit D; and
 - (d) retransmits the Program Stream in a manner that is otherwise in compliance with this Agreement, but that does not adversely discriminate against the Program Stream with respect to the compression, downconversion, multiplexing, modulation, encoding, encryption, or other processing as compared to each other linear program stream that the System retransmits in the applicable Station's DMA.
- 6.9 Signal Integrity. With respect to each System and each Station's Signal it retransmits under this Agreement, Operator will program the System's reception equipment to receive the Signal at the highest data rate transmitted by Station and will retransmit each HD Program Stream at a data rate of at least 14.5 Mbps or the rate transmitted by Station, if lower than 14.5 Mbps. Operator will ensure that the quality of each HD Program Stream, SD Program Stream, and Analog Program Stream carried on any System is at least as good as the quality of any similarly formatted programming carried on such System (but which need not be better than the quality of the Program Stream the Station provides). Operator will not remove any electronically generated (by a Chyron or other graphics generating equipment) network, Station, or program logos or other identifiers contained within any Signal. In addition, Operator will pass through, without alteration, any ratings-measurement related subcodes, watermarks, or tags (including any Nielsen audio watermark) in any Big-7 Network Program Stream.
- 6.10 Interactive Features. If any Station includes, within any Program Stream, any program-related interactive features, then, unless Nexstar or Licensee otherwise specifies, Operator will cause each System retransmitting such Program Stream to enable each Subscriber to make use of such features to the extent technically feasible. Operator will not strip, remove, block, or disable such features.
- 6.11 Channel Positioning.
- (a) Each System must retransmit each Program Stream, including each differently formatted version of the same Program Stream, on a separate full-screen channel.
 - (b) As of the Agreement Date, Operator represents that, with respect to each System and each Program Stream it is required to retransmit under this Agreement, each System (1) is retransmitting each Program Stream, including each Multicast Stream, on each channel and in each format listed on Exhibit B, and (2) is retransmitting each Big-7 Network Program Stream on channel(s) in the same general channel "neighborhood" as all other Big-7 Network television broadcast stations that are located in the Station's DMA and retransmitted in the same programming format (e.g., HD, SD, or analog).
 - (c) Operator will not change a Program Stream's channel positioning without Licensee's or Nexstar's prior consent. However, Operator may, upon notice to Licensee, change a Program Stream's channel on any System without consent if (1) done as part of a System-wide channel line-up reorganization, the details of which Operator has given Nexstar at least 60 days' prior written notice, (2) such new channel remains in the same general channel "neighborhood" as all other Big-7 Network television broadcast stations that are located in the Station's DMA and retransmitted in the same programming format (e.g., HD, SD, or analog), and (3) such change does not occur during, or within the two weeks before, any "sweeps" period.
 - (d) Operator will use commercially reasonable efforts to inform its Subscribers of each channel location where it then carries a Program Stream.

- 6.12 Program Guides. If any System provides any Subscriber with an on-screen interactive program guide or other navigational device, then, for each Program Stream that the System is required to retransmit under this Agreement,
- (a) Operator will ensure that the program guide or navigational device suitably and uniquely identifies the Program Stream and its programming,
 - (b) Operator will not discriminate against the Program Stream in favor of any other programming or services in the display, arrangement, or positioning (e.g., size, pixel, density, font, color, graphics, etc.) of program information in such program guide or navigational device, and
 - (c) Operator will ensure that each listing or designation for the Program Stream in such guide or navigation device may be accessed by viewers with the least amount of viewer input applicable to any other channel or program stream.
- 6.13 Automatic Forwarding. Operator will not authorize, enable, cause, facilitate or deploy any device, technology or service, and will not transmit to any Subscriber any signal or data, that allows the Subscriber to skip or delete, automatically or otherwise, on a recorded program or otherwise, any commercial advertising or other non-program material in any Program Stream as a whole or in specific increments of time (e.g., 30 seconds, 45 seconds, 60 seconds). The prior sentence is not meant to prohibit a Subscriber's simultaneous, manually-initiated fast forward that is not automatically incremented to facilitate the skipping of advertising or other promotional material.
- 6.14 Search Functionality. If Operator offers any "search" functionality (whether within a program guide or otherwise) on any System which transmits any Program Stream, then that functionality (a) may only be Subscriber initiated; (b) may only deliver search results based on content-neutral criteria and software algorithms (e.g., such criteria and algorithms may not favor or prioritize any network or programmer); (c) may not deliver any search result that contains any advertising or promotional content; and (d) will be applied uniformly as between the Program Stream and all other video programming services.
- 6.15 Superimposition.
- (a) Operator will not superimpose any material onto or embed any material (including any logo, data, or other material) within any Program Stream or otherwise override or interrupt any programming contained within any Program Stream. Operator may not carry or display (or permit viewers to display) any Program Stream in a "window" or other manner in which such Program Stream does not occupy the full area of the screen on which such programming is displayed, or implement any squeezeback functionality.
 - (b) Notwithstanding Section 6.15(a), Operator may, with respect to each Program Stream as retransmitted on a System, superimpose the following onto the Program Stream temporarily if the superimposition is user-initiated, minimally intrusive, purely informational, non-commercial, advertisement-free and is applied uniformly to content from all programming services on the System: (1) Operator's electronic, on-screen program guide; and (2) any other user-initiated functionality.
 - (c) Except as permitted in this Section 6.15 or as otherwise included in such Program Stream by Licensee or as may be required by law, Operator will not transmit any material that is intended to be viewed on the screen contemporaneously with the programming contained in any Program Stream.
- 6.16 EAS. Except as 47 CFR Section 11.51 of the FCC's Rules may require or permit, Operator will not interrupt, preempt, override, or otherwise alter any part of any Program Stream (including any news or weather-related emergency information in the Program Stream) to transmit any Emergency Alert System or other emergency messages.
- 6.17 Station Signal Delivery.

- (a) ATSC 3.0. Throughout the Term, Licensee will broadcast the Signal of each Station over the air in ATSC 1.0 format; provided, however, that if Licensee begins broadcasting the Signal of a Station in ATSC 3.0 format, then Licensee will continue to broadcast an ATSC 1.0 Signal of the Station via an FCC approved channel share. Should Operator desire to retransmit a Station's ATSC 3.0 Signal in addition to the ATSC 1.0 Signal, then Licensee and Operator will negotiate in good faith an amendment to this Agreement that would allow such retransmission on such terms as Operator and Licensee may mutual agree.
- (b) Good Quality Signal.
- (1) Operator acknowledges that, as of the Agreement Date, Operator is receiving from each Station a Good Quality Signal either by receiving the Station's over-the-air broadcasts or by alternative means at Operator's sole cost and expense.
 - (2) If Operator is unable to receive a Good Quality Signal for a Station at a System in such Station's DMA due to Operator's action (e.g., Operator relocates the System's principal headend), (A) Operator will immediately notify Licensee of this, (B) Operator will remain responsible for payment of the Fee under this Agreement applicable to such Station as if such System were receiving a Good Quality Signal of the Station, and (C) Operator will, at Operator's sole cost, arrange delivery of a Good Quality Signal of such Station to such System's facilities within 30 days.
 - (3) If Operator is unable to receive a Good Quality Signal for a Station at a System for any reason other than Operator's action (including any Station's "repacking" pursuant to the FCC reverse broadcast incentive auction or the relocation of a Station's Primary or Multicast Stream(s) to a different transmitter due to transition to ATSC 3.0), then, upon notice to Licensee detailing each Station and Program Stream for which Operator is not receiving a Good Quality Signal, Operator may, as its sole remedy, suspend retransmitting such Station's Signal (or the applicable Program Stream) on the affected System (in which case Operator will not be required to pay any Fees for such Program Stream with respect to such System and the period of suspension) until Nexstar notifies Operator, or Operator otherwise determines, that a Good Quality Signal has been restored.
- 6.18 Station Monitoring. With respect to each Station and each System retransmitting that Station under this Agreement, Operator will provide to the Station, upon Nexstar's request and no charge to Nexstar, one subscription, to a location within the System's operating area, to the System's base programming package that includes the Station (including all necessary equipment, other than a television monitor) for the limited purpose of enabling the Station's engineering staff to monitor the technical integrity of the Station's Signal on the System.
- 6.19 Channel Share Stations. Operator acknowledges and agrees that any Station that enters into a channel sharing agreement with another local broadcast station (a "Channel Share Station") will remain a Station under this Agreement and Operator will continue to retransmit such Station and pay the Fee under this Agreement that is applicable to such Station's Program Streams.
- 6.20 Future Formats. If Nexstar elects to provide Operator with any one or more Primary Stream, Big-7 Network Multicast Stream, or Local News Station Stream in a format that provides higher resolution, larger screen size, or additional features (e.g., 4K, UHD, 3D) (a "Future Format"), then, with respect to each System that is required to retransmit such Program Stream and retransmits any other station stream or other advertiser-supported linear television programming service to any Subscriber in the same Future Format, such System will retransmit, beginning within 30 days of Nexstar's notice, such Future Format Program Stream

to each Subscriber to which it then provides any other station's program stream or any other linear video programming service in such Future Format and will do so without making any additional charge to any Subscriber for receipt of or access to such Future Format Program Stream (other than charges for the package that includes Future Format program streams generally, or charges for equipment required receive such Future Format Program streams). The prior sentence is not meant to require Operator to retransmit a Future Format Program Stream that is a higher resolution or a larger format than that in which Operator then delivers any other station stream or other advertiser-supported linear television programming service in the applicable DMA.

7. **NETWORK AFFILIATION / CALL SIGN CHANGE.** Each party agrees that none of the following will change any of its rights or obligations under this Agreement or result in any Station being deleted from this Agreement: (a) Any change in or loss of any Program Stream's network affiliation, with the understanding, however, that any terms of this Agreement that differ based on a Program Stream's network affiliation or lack of network affiliation (e.g., the Fee or Monthly Rate under Section 2) will thereafter apply based on the Program Stream's changed network affiliation; or (b) any change in any Station's call sign. The Licensee of any Station subject to any change in network affiliation or call sign will notify Operator of that change.
8. **AD ZONING.** If Nexstar or any Licensee provides any customized feed of any Program Stream that contains programming, advertising, or other features meant to be delivered to any specific geographic subset of the Station's Service Area (each, a "Zoned Feed"), then, upon Nexstar's request, Operator will, at no additional cost to Nexstar or Licensee, deliver each such Zoned Feed to the areas that Nexstar or Licensee specify via each System that retransmits such Program Stream and is technically able to do so.
9. **VIEWERSHIP DATA.** If Operator supplies to any other local station any viewership data derived from any System's set-top box data, then Operator will offer to supply to Nexstar substantially similar aggregate viewership data, for each Program Stream that the System retransmits, on substantially similar terms and conditions. Operator will ensure that any such viewership data it supplies to Nexstar does not identify or allow the identification of any particular Subscriber.
10. **ASSIGNMENT.**
 - 10.1 Systems. Upon any transfer of control of any System, Operator must (a) assign its rights and obligations under this Agreement with respect to such System to the transferee of such System and (b) procure the transferee's agreement that, upon the closing of such transfer, the transferee will assume and perform this Agreement with respect to such System. Notwithstanding the prior sentence, upon any transfer of control of any System, if the transferee is a party to an existing retransmission consent agreement with Nexstar and such agreement expressly calls for the addition of the System under the terms of such agreement, then the System will be added to such existing agreement on the terms and conditions set forth in such existing agreement and deleted from this Agreement.
 - 10.2 Stations. Upon any transfer of control of any Station, the Licensee must (a) assign its rights and obligations under this Agreement with respect to such Station to the transferee of such Station and (b) procure the transferee's agreement that, upon the closing of such transfer, the transferee will assume and perform this Agreement with respect to such Station as if it were a separate agreement between Operator and such transferee solely covering such Station. Notwithstanding the prior sentence, if such transferee of a Station is party (whether directly, or indirectly through an entity controlled by, in control of, or in common control with such assignee/transferee) to an existing retransmission consent agreement with Operator and such agreement expressly calls for the addition of the acquired Station under the terms of such agreement, then the Station will be added to such existing agreement on the terms and conditions set forth in such existing agreement and deleted from this Agreement.

- 10.3 If Operator or Nexstar (through one or more Licensees) sells or transfers control of less than all the Systems or Stations, respectively, then this Agreement will remain in effect between the parties with respect to each System and each Station not so assigned or transferred.
11. **AFTER-ACQUIRED STATIONS AND SYSTEMS.**
- 11.1 After Acquired Systems. Each MVPD System that qualifies as a System (i.e., meets the definition of a “System” under this Agreement) on or after the Agreement Date (each, an “After Acquired System”) will be included as a System under this Agreement beginning on the date that the MVPD System first qualifies as a System. Operator will notify Nexstar within 30 days after entering into any agreement to acquire any MVPD System that would qualify as a System or as soon as practicable of any plans to build any additional system that would qualify as a System. At Nexstar’s request, Operator will provide Nexstar with a detailed description of such MVPD System’s facilities and services so that Nexstar is able to confirm that such system meets the definition of “System” under this Agreement. Operator will furnish to Nexstar a revised Exhibit B listing such After Acquired System within 30 days of the Addition Date (as defined below), but, even if Operator fails to do so, each such After Acquired System will be deemed included on Exhibit B as of the date such After Acquired System first qualified as a System.
- 11.2 After Acquired Stations. Each television station that, after the Agreement Date, is acquired, operated, programmed, managed, or serviced by Nexstar or any entity directly or indirectly controlling, controlled by, or under common control with Nexstar (each, an “After Acquired Station”) will be included as a Station under this Agreement, to the extent permitted by the FCC’s Rules, beginning on the date that the television station first meets the definition of After Acquired Station. If an After Acquired Station is included as a Station under this Agreement, then Nexstar will furnish to Operator a revised Exhibit A incorporating such After Acquired Station, but, even if Nexstar fails to do so, each such After Acquired Station will be deemed included as a Station on Exhibit A as of that date it first meets the definition of After Acquired Station.
- 11.3 All Systems and Stations. For the avoidance of doubt, the provisions of this Section 11 will control all retransmission of television stations acquired, operated, programmed, managed, or serviced, whether on or after the Agreement Date, by Nexstar or an entity directly or indirectly controlling, controlled by, or under common control with Nexstar on all Systems that Operator Owns or Manages at any time during the Term, whether on or after the Agreement Date, and notwithstanding any conflicting provision of any agreement between Operator and any person other than Nexstar and regardless of whether Nexstar assumes or accepts assignment of such agreement.
- 11.4 Addition Date. Each After Acquired System or After Acquired Station will be subject to the terms and conditions of this Agreement as of the date specified above in this Section for such addition (as applicable, the “Addition Date”).
12. **MISCELLANEOUS TERMS.** Exhibit E to this Agreement sets out certain miscellaneous terms applicable to this Agreement.
13. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile (e.g. fax, PDF, etc.) will be deemed an original signature for all purposes and will be binding on the signing party.
14. **ENTIRE AGREEMENT.** This Agreement, including each Exhibit, constitutes the entire understanding between the parties concerning the subject matter of this Agreement. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation, or warranty not stated in this Agreement. This Agreement supersedes all prior and contemporaneous oral agreements, and all prior written agreements, relating to the subject matter of this Agreement. All Exhibits referenced in this Agreement are hereby incorporated in this Agreement by reference.

Signature Page Follows

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

City of Highland

By: _____
Name: _____
Title: _____

Nexstar Inc.

By: _____
Name: Dana Zimmer
Title: EVP, Distribution

EXHIBIT A – STATIONS

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
59988	KTAB-TV	Abilene-Sweetwater, TX	CBS	Telemundo	Escape	ION ¹
74422	WTEN	Albany-Schenectady-Troy, NY	ABC	getTV	True Crime	Escape
48556	KBIM-TV ³	Albuquerque-Santa Fe, NM	CBS	FOX		
48589	KREZ-TV ³	Albuquerque-Santa Fe, NM	CBS	FOX		
48575	KRQE	Albuquerque-Santa Fe, NM	CBS	FOX	Bounce	
16539	WNTZ-TV	Alexandria, LA	FOX	Bounce	Escape	Laff
8523	KAMR-TV	Amarillo, TX	NBC	KCPN-MNT ²	Laff	Cozi
27140	WJBF	Augusta-Aiken, GA	ABC	MeTV	ION ¹	Escape
35909	KBVO	Austin, TX	MNT	Bounce	H & I	Antenna
35920	KXAN-TV	Austin, TX	NBC	Cozi	ION ¹	
34459	KGET-TV	Bakersfield, CA	NBC	CW	<i>Telemundo (KKEY)</i>	Laff
18750	KKEY-LP	Bakersfield, CA	Telemundo			
24975	KZUP-CD	Baton Rouge, LA	IND			
24976	WBRL-CD	Baton Rouge, LA	CW			
12520	WGMB-TV	Baton Rouge, LA	FOX	<i>CW (WBRL)</i>	Cozi	
5243	KSVI	Billings, MT	ABC	Escape	Bounce	Antenna
15569	WBGH-CD	Binghamton, NY	NBC	<i>ABC (WIVT)</i>		
11260	WIVT	Binghamton, NY	ABC	<i>NBC (WBGH-CD)</i>	Laff	Escape
5360	WIAT	Birmingham-Anniston-Tuscaloosa, AL	CBS	Escape	True Crime	Court TV
55684	KXMA-TV	Bismarck-Minot-Dickinson (Williston)	CW	<i>CBS (KXMB)</i>	Laff	Escape
55686	KXMB-TV ³	Bismarck-Minot-Dickinson (Williston)	CBS	<i>CW (KXMA)</i>	Laff	Escape
55685	KXMC-TV	Bismarck-Minot-Dickinson (Williston)	CBS	<i>CW (KXMA)</i>	Laff	Escape
55683	KXMD-TV ³	Bismarck-Minot-Dickinson (Williston)	CBS	<i>CW (KXMA)</i>	Laff	Escape
74169	WVNS-TV	Bluefield-Beckley-Oakhill, WV	CBS	FOX		
7780	WIVB-TV	Buffalo	CBS	Court TV		
71905	WNLO-TV	Buffalo	CW	Bounce		
10132	WFFF-TV	Burlington-Plattsburgh, VT	FOX	Escape	Bounce	Antenna
42124	WCIA	Champaign-Springfield-Decatur, IL	CBS	<i>MNT (WCIX)</i>	Bounce	Grit
42116	WCIX	Champaign-Springfield-Decatur, IL	MNT	<i>CBS (WCIA)</i>	Escape	Laff
10587	WCBD-TV	Charleston, SC	NBC	CW	ION ¹	Laff
23342	WOWK-TV	Charleston-Huntington, WV	CBS	Escape	Laff	Grit
73152	WJZY	Charlotte, NC	FOX	Sonlife		Movies! (.4), H&I (.5), Ion ¹ (.6), LightTV (.7), and ShopLC (.8)
20624	WMYT-TV	Charlotte, NC	MNT			
72115	WGN-TV	Chicago, IL	IND	Antenna	Court TV	TBD
71220	WBOY-TV	Clarksburg-Weston, WV	NBC	ABC	Escape	Laff
73150	WJW	Cleveland-Akron, OH	FOX	Antenna	Comet	Charge!
35991	KXRM-TV	Colorado Springs-Pueblo, CO	FOX	CW	ION ¹	Escape
22681	KXTU-LD	Colorado Springs-Pueblo, CO	CW	Laff		Antenna
3359	WRBL	Columbus, GA-Opelika, AL	CBS	MeTV	ION ¹	Laff
50781	WCMH-TV	Columbus, OH	NBC	Court TV	ION ¹	Laff
22201	KDAF	Dallas-Fort Worth, TX	CW	Antenna	Court TV	Charge!
7841	KGCW	Davenport-Rock Island-Moline	CW	ThisTV	Laff	Bounce
13950	WHBF-TV	Davenport-Rock Island-Moline	CBS	Court TV	Grit	Escape
65690	WDTN	Dayton, OH	NBC	Escape	ION ¹	
126	KDVR	Denver, CO	FOX	Antenna	TBD	
125	KFCT ³	Denver, CO	FOX			

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
35883	KWGN-TV	Denver, CO	CW	Court TV	Comet	Charge!
66221	WHO-DT	Des Moines, IA	NBC	Weather	Antenna / ACC Net.	Court TV
43846	WDHN	Dothan, AL	ABC	Escape	Laff	Cozi
67760	KTSM-TV	El Paso, TX	NBC	Estrella	Escape	Laff
60653	WETM-TV	Elmira, NY	NBC	IND	Laff	Escape
65749	WJET-TV	Erie, PA	ABC	Laff	Escape	Cozi
24215	WEHT	Evansville, IN	ABC	Laff	Cozi	
39270	WANE-TV	Fort Wayne, IN	CBS	ION ¹	Laff	Escape
56034	KGPE	Fresno, CA	CBS	Escape	Light TV	Court TV
35594	KSEE	Fresno, CA	NBC	Bounce	Grit	
29560	KFTA-TV	Ft. Smith-Fayetteville, AR	FOX	NBC (KNWA)	Escape	Bounce
29557	KNWA-TV	Ft. Smith-Fayetteville, AR	NBC	FOX (KFTA)	Laff	Grit
81593	KXNW	Ft. Smith-Fayetteville, AR	MNT	KFSM-CBS ²		
71948	KGJT-CD	Grand Junction-Montrose, CO	MNT			
70596	KREX	Grand Junction-Montrose, CO	CBS	Laff	MNT (KGJT)	Bounce
70579	KREY ³	Grand Junction-Montrose, CO	FOX	CBS (KREX-SD)	Escape	Grit
36838	WOOD-TV	Grand Rapids-Kalamazoo-Battle Creek, MI	NBC	Bounce	Laff	
10212	WOTV	Grand Rapids-Kalamazoo-Battle Creek, MI	ABC	getTV	Grit	Weather
36851	WXSP-CD	Grand Rapids-Kalamazoo-Battle Creek, MI	MNT	Cozi	Escape	
9635	WFRV-TV	Green Bay, WI	CBS	Bounce	True Crime	
72106	WGHP	Greensboro-High Point-Winston-Salem, NC	FOX	Antenna	Court TV	Dabl
57838	WNCT-TV	Greenville-New Bern-Washington, NC	CBS	CW	getTV	Escape
66391	WSPA-TV	Greenville-Spartanburg-Anderson, SC-Asheville, NC	CBS		ION ¹	
70149	WYCW	Greenville-Spartanburg-Anderson, SC-Asheville, NC	CW		getTV	
12523	KVEO-TV	Harlingen-Weslaco-Brownsville, TX	NBC	CBS		
72326	WHTM-TV	Harrisburg-Lancaster-Lebanon-York, PA	ABC	ION ¹	getTV	Laff
33081	WCTX	Hartford & New Haven, CT	MNT	Grit		
74109	WTNH	Hartford & New Haven, CT	ABC	Bounce		
48668	WHLT	Hattiesburg-Laurel, MS	CBS	CW	ION ¹	Escape
4145	KAIH-TV ³	Honolulu, HI	FOX	CW	getTV	Court TV
36914	KGMD-TV ³	Honolulu, HI	MNT			
36920	KGMV ³	Honolulu, HI	MNT			
4146	KHAW-TV ³	Honolulu, HI	FOX	CW	getTV	Court TV
36917	KHII-TV	Honolulu, HI	MNT			
4144	KHON-TV	Honolulu, HI	FOX	CW	getTV	Court TV
23394	KIAH	Houston, TX	CW	Antenna	Comet	TBD .4 / Court TV .5
65128	WHDF	Huntsville-Decatur, AL	CW	Court TV		
48693	WHNT-TV	Huntsville-Decatur, AL	CBS	IND	Antenna	
56526	WTTK ³	Indianapolis, IN	CBS	IND	Cozi	
56523	WTTV	Indianapolis, IN	CBS	IND	Comet	
146	WXIN	Indianapolis, IN	FOX	Antenna	Court TV	Charge!
48667	WJTV	Jackson, MS	CBS	CW	ION ¹	Court TV
68519	WJKT	Jackson, TN	FOX	Escape	Laff	Grit
23341	WTAJ-TV	Johnstown-Altoona-State College, PA	CBS	Escape	Laff	Grit
67766	KSNF	Joplin, MO-Pittsburg, KS	NBC	Laff	Escape	Cozi
11291	WDAF-TV	Kansas City, MO	FOX	Antenna	Court TV	TBD
71082	WATE-TV	Knoxville, TN	ABC	getTV	Laff	Cozi
2710	WEUX ³	La Crosse-Eau Claire, WI	FOX	MeTV	Escape	Bounce
2710	WLAX	La Crosse-Eau Claire, WI	FOX	Antenna	Laff	Grit
35059	KLFY-TV	Lafayette, LA	CBS	getTV	ION ¹	Laff

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
74420	WLNS	Lansing, MI	CBS			
35042	KLAS-TV	Las Vegas, NV	CBS	MeTV	Movies!	
64017	WDKY-TV	Lexington, KY	FOX	Comet	Charge!	TBD
33440	KARK-TV	Little Rock-Pine Bluff, AR	NBC	Laff	Grit	Antenna
37005	KARZ-TV	Little Rock-Pine Bluff, AR	MNT	Bounce	ION ¹	
35670	KTLA	Los Angeles, CA	CW	Antenna	Court TV	TBD
3660	KLBK-TV	Lubbock, TX	CBS	Court TV	Antenna	
9630	WJMN-TV	Marquette, MI	CBS	Escape	Laff	Bounce
66174	WREG-TV	Memphis, TN	CBS	Local News	Antenna	
83943	WFNA	Mobile, AL-Pensacola-Fort Walton Beach, FL	CW	Bounce	True Crime	Grit
73187	WKRK-TV	Mobile, AL-Pensacola-Fort Walton Beach, FL	CBS	ION ¹	MeTV	Court TV
3658	KARD	Monroe, LA-El Dorado, AR	FOX	Bounce	Grit	Cozi
66407	WBTW	Myrtle Beach-Florence, SC	CBS	MNT	ION ¹	Escape
73188	WKRK-TV	Nashville, TN	ABC	Bounce	True Crime	Grit
72119	WGNO	New Orleans, LA	ABC	Antenna	Dabl	TBD
54280	WNOL-TV	New Orleans, LA	CW	Court TV	Comet	Charge!
71127	WAVY-TV	Norfolk-Portsmouth-Newport News, VA	NBC	Bounce	getTV	CBN
65387	WVBT	Norfolk-Portsmouth-Newport News, VA	FOX	Cozi	H & I	
35131	KMID	Odessa-Midland, TX	ABC	Laff	Escape	Grit
50182	KAUT-TV	Oklahoma City, OK	IND	Court TV	Escape	Cozi
66222	KFOR-TV	Oklahoma City, OK	NBC	Antenna	True Crime	Dabl
66398	WMBB	Panama City, FL	ABC	MeTV	Laff	Escape
42121	WMBD-TV	Peoria-Bloomington, IL	CBS	Bounce	Laff	Escape
73879	WPHL-TV	Philadelphia, PA	MNT	Antenna	Court TV	Comet
35380	KOIN	Portland, OR	CBS	getTV	Bounce	
10192	KRCW-TV	Portland, OR	CW	Antenna	Court TV	TBD
47404	WPRI-TV	Providence, RI-New Bedford, MA	CBS	MNT	Bounce	getTV
50782	WNCN	Raleigh-Durham-Fayetteville, NC	CBS	Court TV	Grit	Escape
41969	KCLO-TV	Rapid City, SD	CBS	CW	ION ¹	Escape
74416	WRIC-TV	Richmond-Petersburg, VA	ABC	ION ¹	getTV	Laff
24813	WFXR	Roanoke-Lynchburg, VA	FOX	<i>CW</i> <i>(WWCW)</i>	Bounce	Escape
24812	WWCW	Roanoke-Lynchburg, VA	CW	<i>FOX</i> <i>(WFXR)</i>	Laff	Grit
73964	WROC-TV	Rochester, NY	CBS	Bounce	Laff	Escape
52408	WQRF-TV	Rockford, IL	FOX	Bounce	Escape	
10205	KTXL	Sacramento-Stockton-Modesto, CA	FOX	Antenna	Court TV	TBD
68889	KTVX	Salt Lake City, UT	ABC	MeTV	Laff	H & I
1136	KUCW	Salt Lake City, UT	CW	Movies!	Grit	Court TV
31114	KLST	San Angelo, TX	CBS	Escape	Grit	Antenna
58827	KSWB-TV	San Diego, CA	FOX	Antenna	Court TV	True Crime
65526	KRON-TV	San Francisco-Oakland-San Jose, CA	MyTV	Antenna	getTV	Court TV
48662	WSAV-TV	Savannah, GA	NBC	CW	MNT	Laff
35648	KTAL-TV	Shreveport, LA	NBC	Laff	Cozi	CBN
11265	KCAU-TV	Sioux City, IA	ABC	Escape	Laff	Bounce
41975	KDLO-TV ³	Sioux Falls-Mitchell, SD	CBS	MNT	ION ¹	Escape
41983	KELO-TV	Sioux Falls-Mitchell, SD	CBS	MNT	ION ¹	Escape
41964	KPLO-TV ³	Sioux Falls-Mitchell, SD	CBS	MNT	ION ¹	Escape
3659	KOZL-TV	Springfield, MO	MNT	Escape	Bounce	
166319	KRBK	Springfield, MO	FOX	Antenna	Movies	ION ¹
6868	WWLP	Springfield-Holyoke, MA	NBC	CW	ION ¹	Escape
35417	KPLR-TV	St. Louis, MO	CW	Court TV	Comet	Grit
35693	KTVI	St. Louis, MO	FOX	Antenna	Escape	Dabl
73113	WSYR-TV	Syracuse, NY	ABC	Antenna	Bounce	Laff
64592	WFLA-TV	Tampa-St. Petersburg-Sarasota, FL	NBC	Court TV	Escape	
4108	WTTA	Tampa-St. Petersburg-Sarasota, FL	MNT	Cozi		

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
20426	WTWO	Terre Haute, IN	NBC	Laff	Escape	Cozi
67335	KSNT	Topeka, KS	NBC	<i>FOX (KTMJ)</i>	ION ¹	Bounce
43649	KTMJ-CD	Topeka, KS	FOX	Escape	Grit	Laff
57826	WJHL-TV	Tri-Cities, TN-VA	CBS	ABC	Antenna	
55643	KETK-TV	Tyler-Longview, TX	NBC	Grit	ION ¹	Antenna
43424	WFXV	Utica, NY	FOX	Escape	Laff	
34335	WPNY-LP	Utica, NY	MNT			
12522	KWKT-TV	Waco-Bryan-Temple, TX	FOX	<i>MNT (KYLE)</i>	Antenna	Bounce
60384	KYLE-TV	Waco-Bryan-Temple, TX	MNT	<i>FOX (KWKT)</i>	Estrella	Laff
30576	WDCW	Washington DC-Hagerstown	CW	Antenna		
25045	WDVM-TV	Washington DC-Hagerstown	IND	Grit	Escape	Laff
16747	WWTI	Watertown, NY	ABC	CW	Laff	Escape
6869	WTRF-TV	Wheeling, WV-Steubenville, OH	CBS	MNT	ABC	Escape
65370	KFDX-TV	Wichita Falls, TX	NBC	KJBO-MNT ²	Laff	Cozi
72359	KSNC ³	Wichita-Hutchinson Plus, KS	NBC			
72361	KSNG ³	Wichita-Hutchinson Plus, KS	NBC	Telemundo		
72362	KSNK ³	Wichita-Hutchinson Plus, KS	NBC			
72358	KSNW	Wichita-Hutchinson Plus, KS	NBC	Telemundo	ION ¹	True Crime
71225	WBRE-TV	Wilkes-Barre Scranton, PA	NBC	Laff	Grit	True Crime
73153	WKBN	Youngstown, OH	CBS			
68398	WYFX-LD	Youngstown, OH	FOX	MNT	ION ¹	Bounce (.4), Laff (.5), and getTV (.6)

Notes:

Multicast Streams reflected in italics are duplicates of Primary Program Streams and are included here solely for the purposes of channel clarity for each Signal and for all purposes, including calculation of the Fee under this Agreement, these are Primary Program Streams.

“TBD” is a television network and does not mean “to be determined.”

¹ Operator will not retransmit any ION Multicast Stream under this Agreement. The ION Multicast Streams are listed solely for informational purposes.

² This program stream is used to transport a third party’s programming for which retransmission consent is governed by such third party’s agreement(s), if any, with Operator.

³ The following lists satellite stations of the indicated Station:

- KREY operates as a satellite of KREX
- WEUX operates as a partial satellite of WLAX
- KXMB and KXMD operate as satellites of KXMC
- KREZ and KBIM operate as satellites of KRQE
- KAIL and KHAW operate as satellites of KHON
- KGMV and KGMD-TV operate as satellites of KHII
- KDLO and KPLO operate as satellites of KELO
- KSNC, KSNG and KSNK operate as satellites of KNSW
- KFACT operates as a satellite of KDVR
- WTTK operates as a satellite of WTTV

NOTE: Nexstar will take reasonable steps to ensure the accuracy of this Exhibit A and any amendments to this Exhibit A, but should any of the information above in this Exhibit or any amendment to this Exhibit A be incorrect, the actual as a fact information (e.g., networks actually broadcast, a Station’s true DMA, stations erroneously listed or not listed, etc.) will nonetheless control.

Station listing updated on July 20, 2020

EXHIBIT C –PAYMENT TERMS

1. MONTHLY SUBSCRIBER DETERMINATION.

1.1 General. For purposes of this Agreement, the number of a System's Subscribers for the calendar month and Program Stream in question, equals the sum of the following numbers:

- (a) The number of the System's non-bulk Subscribers*, plus
- (b) The number of the System's Bulk Equivalent Subscribers* (as defined and determined below).

*For each System and month, Operator will calculate these Subscriber numbers by adding the number of the System's Subscribers on the last day of the then prior calendar month (or for partial month's carriage, as of the first day of carriage in the month) to the number of the System's Subscribers on the last day of the then current calendar month (or for partial month's carriage, as of the last day of carriage in the month) and dividing the result by two (and, in the case of partial month's carriage, pro rating the result base on the number of days carriage during such month). Except in the case of a Bulk Equivalent Subscriber calculated under Section 1.2 below, each of the following will be considered a single Subscriber for purposes of calculating the Fee: each single family dwelling unit (including each dwelling unit in any apartment, condominium, gated community, or student housing complex); each lodging room or other dwelling unit in each hotel, motel, timeshare, hospital, rehabilitation facility, assisted living facility, or RV park; each separate connection in any business office, school, university, truck stop, prison, firehouse, oil rig, or other commercial location where individuals work or reside while working; and each separate bar, restaurant, retail location, or vehicle.

1.2 Bulk Equivalent Subscribers.

- (a) For each multiple dwelling complex (e.g., hospital, apartment complex, dormitory, prison, truck stop, hotel, motel, etc.) that any System serves, during the calendar month in question, on a bulk rate basis (i.e., where substantially all dwelling units in the dwelling complex in question are wired to receive video programming service from the System in question and Operator charges the dwelling complex owner or manager a fixed monthly charge for providing a single package of video programming services (and no other video programming services) to all occupied dwelling units in such complex and such owner or manager provides such package of video programming services to each occupied dwelling unit in such complex without separate charge), the number of a System's "Bulk Equivalent Subscribers" for the Program Stream in question equals the greater of:
 - (1) The System's monthly bulk-rate charge to the complex for the retail package of video programming services that includes the Program Stream, divided by the System's Average Monthly Retail Charge, or
 - (2) 80% of the actual number of dwelling units in the complex.
- (b) For purposes of this Section 1.2, "Average Monthly Retail Charge" means the monthly retail rate that Operator charges the largest number of non-bulk rate residential Subscribers to the System for the same or most equivalent package to bulk package in question.
- (c) Operator will not apply the above bulk equivalent subscriber formula to any residential unit that receives a separate bill or invoice from Operator (or a subdistributor, if applicable).

1.3 Other. Any Subscriber that then receives service from a System at a single location, but in multiple formats (e.g., HD, SD, Analog), will count only as a single Subscriber. If, however, a Subscriber receives service from a System at more than one location, then each separate location will count as a separate Subscriber. Each of the following will be counted as a separate Subscriber if located in a Station's Service Area and authorized to receive any video programming via a System: (i) each residential household, whether located in a multi-family

dwelling (unless a Bulk Equivalent Subscriber, in which case the above Bulk Equivalent Subscriber formula above will apply) or a single-family dwelling; and (ii) for commercial Subscribers, each room of the commercial establishment (e.g., each room in the hotel, motel, retail outlet, restaurant, private club, office building, hospital, etc.), unless a Bulk Equivalent Subscriber, in which case the above Bulk Equivalent Subscriber formula above will apply.

- 1.4 <Gratis Subscribers. For purposes of calculating Fees for any System hereunder for any month, Operator may exclude Gratis Subscribers (as defined below) if and to the extent that Operator likewise excludes such Gratis Subscribers for purposes of payment of license fees for all local television stations carried by such System, but Operator must separately report such Gratis Subscribers. “*Gratis Subscribers*” mean, for each System and each month, the following Subscribers: (a) any facility used solely to monitor and control programs telecast on the System and for which Operator receives no compensation, (b) any location which is franchise mandated to receive local stations from the System without charge; (c) any government or educational offices and officials for which Operator receives no compensation; (d) employees of Operator from whom Operator receives no subscription fees for the level of service containing the Station(s); and (e) any illegal connection not authorized by Operator and promptly disconnected.

2. **REPORTS.**

- 2.1 For each Program Stream and each System obligated to then retransmit such Program Stream under this Agreement, within 30 days after each calendar month during the Term, Operator will provide Nexstar (for the benefit of the underlying Licensee) a statement (on a form reasonably acceptable to Nexstar and certified by a duly authorized agent or officer of Operator to be true, complete, and correct) broken out by System and containing all information necessary for Nexstar to independently confirm the accuracy of Operator’s payment of the monthly license Fee to Nexstar, and Operator’s compliance with its carriage obligations, under this Agreement.
- 2.2 Such statement to include, on a System-by-System basis, the following information, with each category broken down by Program Stream (by Station) and type of Subscriber (*i.e.*, residential Subscribers, bulk-billed Subscribers, commercial Subscribers, etc.):
- (a) the name of such System;
 - (b) the number of the System’s Subscribers in the applicable Station’s Service Area;
 - (c) the number of the System’s Subscribers outside of the Station’s Service Area;
 - (d) the name of such System’s franchise or operating area; and
 - (e) any other information that Nexstar may reasonable request for accurate billing purposes.

3. **PAYMENT TERMS AND INTEREST.** Operator will calculate and pay all amounts payable by it under this Agreement without deduction or offset of any kind, including any deduction for bad debt or for any taxes or similar charges. Operator’s failure to remit any Fee as and when due will be considered a material breach of this Agreement. Any monthly Fee not paid within the period set forth above will accrue late charges at the rate of 1.5% (or the maximum rate allowed by law, if lower) per month from the date such amounts were due until such amounts and accrued late charges have been paid. Nexstar’s acceptance of any information or payment will not prevent Nexstar from disputing the accuracy or completeness of any payments, statements, records, or accounts or operate as a waiver of Nexstar’s rights under this Agreement. Operator will reimburse Nexstar for any reasonable legal fees and other costs that Nexstar may incur in collecting any past due amount under this Agreement.

4. **AUDIT RIGHTS.**

- 4.1 Operator will maintain complete and accurate books and records relating to this Agreement (including all such records relating to the calculation of any amount payable by Operator under this Agreement for any Program Stream). Upon 30 days’ prior notice, Nexstar (on its own behalf and on behalf of each Licensee) may examine, itself or through an independent audit

service selected by Nexstar, and otherwise audit those books and records. Nexstar may only perform one audit each calendar year for each Station and may not audit the same period for any Station more than once. For the avoidance of doubt, Operator acknowledges that Nexstar may perform these audits on a Station by Station basis (i.e., it need not audit all Stations at one time). Nexstar's right to audit will survive for 24 months after the expiration or termination of this Agreement. An audit will not be considered complete unless and until Operator has responded to all reasonable audit-related questions or issues that the auditor may pose (e.g., questions or issues the answers to which will aid the auditor in rendering a more complete and accurate audit report) following the auditor's review of Operator's books and records.

- 4.2 If an audit shows that Operator's payments to Nexstar were deficient, then, subject to Section 4.3 below, Operator will pay to Nexstar, upon Nexstar's demand, the difference between Operator's actual payments to Nexstar and the amounts Operator should have paid to Nexstar under this Agreement (the "*Audit Deficiency*"), together with interest on such Audit Deficiency from the date it should have been paid to the date of payment at the rate specified in Section 3 above. In addition, if an audit shows a 5% or more underpayment for any monthly payment for any Program Stream, then, upon Nexstar's demand, Operator will reimburse Nexstar for its reasonable expenses of the audit. If Nexstar makes a demand that Operator pay an Audit Deficiency, then Nexstar will give Operator a copy of those portions of the audit report that are relevant to such demand. If any audit shows an overpayment from Operator to Nexstar that Nexstar has confirmed, then Nexstar will promptly refund that overpayment to Operator.
- 4.3 If Operator has a good faith, bona fide dispute about the completeness or accuracy of any Audit Deficiency, Operator must notify Nexstar of such dispute not more than 30 days after Nexstar demands payment of such Audit Deficiency. Operator's audit dispute notice must (i) include all relevant data to support its claim that the audit finding is not complete or accurate and (ii) be accompanied by a payment for any undisputed amounts owing under such Audit Deficiency. Operator and Nexstar will use diligent and good faith efforts to resolve any such Audit Deficiency dispute. If, however, Nexstar and Operator are unable to resolve such Audit Deficiency dispute within 15 days of Nexstar's receipt of Operator's claim of dispute, then, at any time thereafter, Nexstar may, at its option and without limiting its other remedies, initiate binding arbitration before a single arbitrator in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the audit dispute rendered by the arbitrator will be final and binding on Nexstar, each Licensee to which such audit dispute applies, and Operator.
- 4.4 Nexstar agrees that Operator's acceptance of the results of any audit conducted by Nexstar under this Section 4 will be final and binding upon Nexstar with respect to the period and Station(s) covered by such audit.

EXHIBIT D-REMODULATION

Operator's remodulation of any Signal or Program Stream must always meet or exceed the following technical specifications; provided, however, these specifications will not apply to a Signal when down converted and retransmitted in Analog Format:

1. The Signal must be encoded using MPEG encoding standards and remodulated as follows:
 - 1.1 For Systems using traditional cable plant:
 - (a) For HD Program Streams within the Signal ("HD Feed"), (A) each HD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 1 other service in HD Format; in the case of a 64 QAM System using MPEG4 encoding, no more than 2 other services in HD Format; in the case of a 256 QAM System using MPEG2 encoding, no more than 2 other services in HD Format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 4 other services in HD Format; (B) the maximum bit rate of each HD Feed will be at least the maximum bit rate for any other feed or service in HD Format in the statistical multiplex pool containing such HD Feed; (C) the minimum bit rate of each HD Feed will be at least the minimum bit rate for any other feed or service in HD Format in the statistical multiplex pool containing such HD Feed; and (D) any rate-shaping of an HD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that HD Feed.
 - (b) For SD Format streams ("SD Feed"), (A) each SD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 8 other services in SDTV Format; in the case of a 64 QAM System using MPEG4 encoding, no more than 12 other services in SDTV Format; in the case of a 256 QAM System using MPEG2 encoding, no more than 12 other services in SDTV Format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 17 other services in SDTV Format; (B) the maximum bit rate of each SD Feed will be at least the maximum bit rate for any other feed or service in SDTV Format in the statistical multiplex pool containing such SD Feed; (C) the minimum bit rate of each SD Feed will be at least the minimum bit rate for any other feed or service in SDTV Format in the statistical multiplex pool containing such SD Feed; and (D) any rate-shaping of an SD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that SD Feed.
 - 1.2 For Systems using IPTV technology:
 - (a) For HD Feeds, (A) the maximum bit rate of each HD Feed will be at least the maximum bit rate for any other feed or service in HD Format; (B) the minimum bit rate of each HD Feed will not be at least the minimum bit rate for any other feed or service in HD Format; and (C) any rate-shaping of an HD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that HD Feed.
 - (b) For SD Feeds, (A) the maximum bit rate of each SD Feed will be at least the maximum bit rate for any other feed or service in SD Format; (B) the minimum bit rate of each SD Feed will be at least the minimum bit rate for any other feed or service in SD Format; and (C) any rate-shaping of an SD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that SD Feed.
2. Operator's compression of any Program Stream must not result in any visual or aural impairments, degradation in signal quality or artifacts of digital compression (collectively, "Signal Impairments"), as compared to the signal quality of the Program Stream as received by Operator. Signal Impairments include: degradation of the signal-to-noise ratio, macroblocking, aliasing, quantization noise, pixelization, posterization, "Gibbs" (mosquito) effect, quilting, loss of resolution, loss of chrominance, loss of luminance, loss of dynamic range, blurring, or introduction of video or audio noise.
3. Operator must retransmit each Signal in a manner as favorably as its retransmission of the digital signal of any other television signal or other video service distributed by the System in question, including

without limitation in terms of signal quality, compression ratio, minimum and average bit rate allocation, selection of statistical multiplex pool, and type and amount of material included within the digitized signal bandwidth.

4. Unless another provision of this Agreement otherwise indicates, Operator's retransmission of each Signal to any Subscriber must include all signal distribution capacity contained within the bandwidth of the Signal as transmitted by the Station. If the Nielsen watermarking rating system is audio based, the audio channel(s) contained within the digital signal may not be compressed, altered, or filtered below the following rates: 96 Kbps per channel, 192 Kbps for stereo, and a combined bit rate of 384 Kbps for Dolby AC3 (5.1 channels). Additionally, Operator will preserve the Dolby Dialnorm as supplied.
5. If a System uses "switched video" technology and is technically capable of providing to viewers certain channels in an "always on" manner comparable to traditional cable service, then such System will provide each Program Stream to viewers in such an "always on" manner.
6. Before implementing any digitization, compression, remodulation, encryption, or distribution process that does not meet the specifications in this Exhibit D, Operator must obtain Nexstar's technical staff's prior written approval, such approval not to be unreasonably withheld.

EXHIBIT E – MISCELLANEOUS TERMS

1. COPYRIGHT MATTERS.

- 1.1 Copyrights. Notwithstanding anything in this Agreement to the contrary, Operator acknowledges and agrees that its retransmission of any Station's Signal does not convey any license or sublicense in or to the copyrights of and to the underlying programming transmitted by any Station. As between the parties, with respect to each Station and Signal, Operator recognizes Licensee's exclusive right, title, and interest in and to the copyright for such Signal and Licensee's copyright license to broadcast the underlying programming contained in its Signal. With respect to each System retransmitting any Station, Operator will ensure, and Operator hereby warrants that it will so ensure, that its retransmission of all copyrighted programs included in the Station's Signal is appropriately licensed for retransmission on the System to each Subscriber in the Station's Service Area, whether under the Compulsory Copyright license or otherwise. Nexstar and each Licensee expressly disclaim any representation or warranty concerning the availability of any copyright to any programming included in any Signal. Operator will indemnify each Licensee and its affiliates (including controlling persons and related companies), directors, shareholders, members, employees, and agents for, and will hold them harmless from and against, any and all claims, liabilities, costs, damages, losses, and expenses that are sustained or incurred by or asserted against any of them and arise out of either or both of the following: (a) any failure by Operator to obtain copyrights for programming or other material in any Program Stream or (b) Operator's carriage or retransmission of any Signal except as permitted by this Agreement.
- 1.2 No Other Retransmission. With respect to each Station, the Licensee for such Station does not grant Operator any rights under this Agreement to transport or retransmit such Station's Signal to any person or entity that is not a System or a Subscriber to a System and Operator does so solely at its own risk. Further, if Operator provides any Signal or Program Stream to another MVPD System, Operator must ensure that the owner of such other MVPD System has a then current retransmission consent agreement with Nexstar or Licensee covering such MVPD System's retransmission of such Station's Signal or Program Stream.
- 1.3 Digital Copy Protection. Operator will comply with the FCC Rules that require MVPDs to pass through any copy protection technology that any Station employs to prevent any person, who receives such Station's Signal on an over-the-air basis, from making copies of any part of that Signal.

2. **NO RECORDING**. Operator will not record, copy, duplicate, or retransmit any Program Stream, and will not authorize, cause, enable, allow or facilitate the downloading, sideloading, uploading, transfer, copying, recording or storage of any part of any Station's Signal or such Signal's content, on or to the public Internet, or any device or technology located at any receive center, system headend, local, regional or other data center, or other centralized location (e.g., network/headend/cloud DVR), or on or to any portable viewing device, without Nexstar's express prior written permission, except to the extent Operator may do so without a license from Licensee or any copyright owner, which licenses are expressly not granted in this Agreement.

3. **SYNDICATED EXCLUSIVITY PROTECTION / NETWORK NON-DUPLICATION PROTECTION.**

- 3.1 With respect to each Station, the parties will adhere, throughout the Term, to the FCC Rules, in effect as of the Agreement Date, related to network non-duplication and syndicated exclusivity (*i.e.*, 47 C.F.R. § 76.92 *et seq.*) ("Exclusivity Rules"), for all programming for which the Station's Licensee holds exclusive distribution rights. The obligation under the prior sentence will continue to apply throughout the Term even if the Exclusivity Rules are amended, reinterpreted, or terminated, unless applicable law prohibits the continued application of such obligation, in which case the obligation will continue fully to the extent not clearly prohibited by law.

- 3.2 Without limiting Section 3.1, Operator will afford each Station the full extent of network non-duplication and syndicated exclusivity for each Program Stream to the maximum extent allowed by FCC's Rules. Notwithstanding any provision of law, Operator hereby waives the notice requirements under 47 C.F.R. §§ 76.94 and 76.105, and Operator further agrees that if Nexstar or any Licensee provides to Operator or a System a written request for non-duplication of network programming or syndicated exclusivity and provides the customary documentation of its rights, Operator will begin providing the protection requested within 60 days of receipt thereof. No Licensee waives, under this Agreement, any rights it holds or may hold against any other entity with respect to market exclusivity of its Station's programming content.
- 3.3 In addition, with respect to each Station's programming to which the Station's Licensee holds exclusive rights in the Station's DMA, Operator expressly agrees that, unless required by law to do so, it will not cause, allow, or facilitate the distribution of that programming from any other source via any means, including by means of "TV Everywhere" or similar technologies. The prior sentence is not intended to prohibit Operator from retransmitting a television station's signal via a System within an area in which it is "significantly viewed" or within an area in which a television station has been historically carried so long as Operator has obtained the rights to do so from the applicable station.

4. **WARRANTIES AND INDEMNITIES.**

- 4.1 Nexstar. Nexstar represents and warrants to Operator that (a) each Station is owned by a corporation or other legal entity duly qualified to transact business and in good standing under the laws of the state of jurisdiction of its creation; (b) Nexstar has the power and authority to enter into this Agreement on its own behalf and on behalf of each Licensee and to fully perform its obligations hereunder and to cause each Licensee to perform such Licensee's obligations hereunder; and (c) the individual executing the Agreement on its behalf has the authority to do so.
- 4.2 Operator. Operator represents and warrants to Nexstar that (a) each System is owned by a corporation or other legal entity and validly existing under the laws of the state of jurisdiction of its creation and qualified to transact business in each state where it provides service to its subscribers; (b) Operator has the power and the authority to enter into this Agreement, and to fully perform its obligations hereunder; (c) the individual executing this Agreement on its behalf has the authority to do so; (d) each System qualifies as a MVPD System; (e) no System uses the public Internet to distribute any Program Stream; (f) Exhibit B sets forth all Systems Owned or Managed by Operator in any Station's DMA as of the Agreement Date; and (g) Operator is not retransmitting any Station that is not listed on Exhibit B. Operator further agrees that it will not change any System's facilities or distribution path to any Subscriber that would cause such System to fail to be deemed a MVPD System without giving Nexstar at least 60 days' prior written notice specifically describing each change to the facilities or distribution path.
- 4.3 Indemnities. Each party will indemnify, defend, and hold harmless the other party and the other party's respective affiliates, shareholders, officers, directors, employees, agents, and partners from and against the following (collectively, "Claims"): any liability, claim, loss, cost, damage, or expense (including reasonable attorneys' fees and court costs) under any unaffiliated third party's demand, suit, or other action to the extent, as alleged, the same arises out of such party's alleged or actual breach of this Agreement. Each party's indemnity obligations will apply only to the extent that the party claiming indemnity gives the indemnifying party prompt notice of the Claim to which its indemnity applies, unless the failure to give such notice does not materially prejudice the indemnifying party. A party seeking indemnification from any Claim (a) will promptly notify the indemnifying party in writing of such Claim, (b) will afford the indemnifying party the opportunity to defend such Claim and control the litigation, settlement, and other disposition of such Claim, (c) will cooperate fully with the indemnifying party in the defense, settlement or other disposition of such Claim, and (d) may, but is not obligated to, join in and be represented, at its own expense,

by its own counsel in the defense, settlement, or other disposition of such Claim. The indemnified party's settlement of any Claim without the indemnifying party's prior written consent will release the indemnifying party from its obligation to indemnify the indemnified party with respect to such Claim.

- 4.4 This Section 4 will survive the expiration or termination of this Agreement.
5. **FORCE MAJEURE.** Neither party will have any rights against the other party hereto for any delay, preemption or other failure to perform when such delays, preemptions or failures are due to an act of God, inevitable accident, fire, lockout, flood, tornado, hurricane, strike or other labor dispute, act of government or governmental instrumentality (whether federal, state or local), failure of performance by a common carrier, failure in whole or in part in technical facilities (including, but not limited to, problems involving the Internet structure, such as denial of service attacks, or "virus" or other attacks for which there is no commercially reasonable solution), or any other cause (financial inability excepted) beyond such party's reasonable control. In case of any such delay, preemption or failure, the affected performing party will promptly notify the other party of the nature and expected length of continuance of such force of nature, and during such period both parties will be excused from performance.
6. **TERMINATION.**
- 6.1 In addition to its other rights under this Agreement or at law or in equity, either party may elect to terminate this Agreement, effective at any time, and be relieved of any further obligations hereunder, by giving the other party written notice, if the other party has made a material misrepresentation or has breached its duties or obligations hereunder and such misrepresentation or breach is not cured within 30 days of such notice (or with respect to breach caused by the non-payment of monies, such breach is not cured within 10 days of such notice).
- 6.2 Notwithstanding anything in this Agreement to the contrary, Nexstar, in addition to its other rights under this Agreement or at law or in equity, may terminate this Agreement immediately by giving notice to Operator:
- (a) For any Signal, if Operator's retransmission of any part of that Signal is not authorized under the Copyright Act;
 - (b) for any MVPD System, if that MVPD System is not a System; or
 - (c) if Operator retransmits any Signal except by and on a System, or in any manner, at any time or in any place except as expressly authorized in this Agreement.
- 6.3 Notwithstanding anything in this Agreement to the contrary, if, at any time during the Term and for any reason, Operator is not carrying Nexstar's cable television service now known as WGN America on any one or more Systems, then, at any time thereafter, Nexstar may terminate this Agreement upon 30 days' prior written notice to Operator unless Operator enters into a mutually acceptable agreement with Nexstar for carriage of WGN America on each such System (and any other of Operator's MVPD Systems not carrying WGN America) within such time period.
7. **NOTICES.**
- 7.1 To be effective, any notice, approval, or report under this Agreement must be in writing (unless this Agreement expressly provides otherwise) and must be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) hand delivery, or (c) overnight delivery service, to Operator or Nexstar, as applicable, at its address(es) for notices set forth in Section 3 of this Agreement (or such other address(es) as Operator or Nexstar may designate by giving notice to the other per this Section).
- 7.2 A notice, approval, or report will be considered given, received, and effective (a) on the date delivered (except if such date is a Saturday, Sunday or legal holiday, in which case it will be deemed given on the next business day) to the addressee as indicated by the return receipt or

the overnight delivery service's records, or (b) one day after presented for delivery to the addressee during normal business hours, if such delivery is refused for any reason.

- 7.3 Any notice intended for Licensee or Nexstar that is not delivered as this Section specifies will not be considered notice to Nexstar or Licensee. This Section will survive the expiration or termination of this Agreement.
8. **APPLICABLE LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the choice of law provisions of the State of New York), subject to applicable provisions of the Act and the FCC's Rules. Nothing in this Agreement requires any party to take any action that violates any applicable federal, state, or local law or regulation. This Section will survive the expiration or termination of this Agreement.
9. **CONFIDENTIALITY.** Neither party will disclose to any third party (other than its respective employees, auditors, agents, consultants or attorneys, in their capacity as such) the terms of this Agreement or any confidential information obtained from the other party in the course of performance of this Agreement (including any information relating to identification of subscribers or the fees paid or payable under this Agreement), except: (a) to the extent necessary for such party to comply with governmental rule, regulation, or law or with a valid court order, in which case it will request confidential treatment of, and redact to the greatest extent reasonably possible, the information disclosed; (b) as part of its normal reporting to or review procedure of its parent company (or other owners), its auditors, and its attorneys, but only if such parent company, auditors and attorneys agree to be bound by the provisions of this Section 9; (c) in the case of Nexstar or any Licensee as part of its normal reporting to its suppliers so long as such recipients are bound by a confidentiality agreement with respect to such disclosure; (d) in order to enforce its rights under this Agreement; (e) to any person in connection with a sale or transfer of a System or Station, so long as such disclosure is made subject to the terms of a confidentiality agreement and such receiving party agrees that this Agreement may only be used to evaluate such sale or transfer; (f) to submit any reports and disclosures as may be required by the rules of any exchange on which such party's securities are traded; and (g) if mutually agreed by the parties in writing. It will not be a breach of the prior sentence for either party to disclose the existence or duration of this Agreement or to state that consideration is being paid (without disclosure of the amounts). This Section will survive the expiration or termination of this Agreement.
10. **LIMITATION OF LIABILITY; RECOURSE.**
- 10.1 Except with respect to the indemnification obligations set forth in Section 4 of this Exhibit E and the confidentiality obligations set forth in Section 9 of this Exhibit E, no party to this Agreement will, for any reason or under any legal theory, be liable to any other party or any third party for any special, indirect, incidental, or consequential damages or for loss of profits, data, or services (with the understanding that advertising sales revenues, which any Licensee would otherwise be able to retain in connection with any Program Stream, but for Operator's breach, will be deemed to be direct damages and not special, indirect, incidental, or consequential damages or loss of profits), regardless of whether such damages or loss was foreseeable and regardless of whether it knew or should have known of the possibility of such damages or loss in advance.
- 10.2 Operator acknowledges that its' failure to take all reasonable steps to terminate retransmission or other use of any Program Stream or Signal conducted in violation of this Agreement will result in injuries that are not compensable through money damages alone, and therefore Operator acknowledges and agrees that Nexstar and each Licensee are entitled to specific performance for any breach by Operator of its retransmission obligations or limitations under this Agreement.
- 10.3 Any recourse of a party against any other party under or relating to this Agreement extends only to such other party and not to any employee, owner, shareholder, partner, member, director, officer, or agent of such other party.
- 10.4 This Section will survive the expiration or termination of this Agreement.

11. **RESERVATION OF RIGHTS; USE OF MARKS.**

11.1 Reservation of Rights. This Agreement conveys to Operator only those rights that are expressly stated in this Agreement. As between Nexstar and each Licensee, on the one hand, and Operator, on the other hand, all rights in and to the programming delivered pursuant to this Agreement, including, but not limited to, each Station's programming, copyrights, trademarks, service marks, and all other proprietary rights not specifically granted to Operator, are reserved to Nexstar and each Licensee for their exclusive use. This Agreement and the rights that Nexstar and each Licensee grants to Operator under this Agreement are limited by, and subject to, all arms-length, bona fide rights, programming, scheduling, or other restrictions or limitations in any program license agreement between Nexstar or any Licensee and any Program Stream program supplier.

11.2 Marks.

- (a) Operator acknowledges that, with respect to each Station and Program Stream, the Station's and each of its Program Stream's names, logos, and programming names and all other related names or marks (collectively, "Marks") are, as between the Nexstar and each Licensee, on the one hand, and Operator, on the other hand, the exclusive property of the Nexstar and each Licensee.
- (b) Marks available for Operator's use and guidelines for such use (all as updated by Nexstar from time to time) (respectively, the "Approved Marks" and the "Guidelines") will be as posted on Nexstar's affiliate website or as otherwise provided to Operator in writing. Operator's use of Approved Marks in a factual manner per the Guidelines in routine promotional materials, such as program guides and bill stuffers, will be deemed approved unless Nexstar notifies Operator otherwise. All other uses of such Marks will be subject to Nexstar's prior written approval as set forth below. Except as permitted above, Operator will obtain Nexstar's approval prior to use of any material which mentions or uses any Mark (or any name, image, or likeness of any person appearing in Program Stream). Operator will deliver an accurate, representative sample of such material to Nexstar for its prior review and approval. Nexstar may withdraw consent to Operator's use of any one or more Marks immediately upon Operator's breach of this Agreement or if Nexstar deems such withdrawal necessary or advisable.
- (c) Operator will not acquire any proprietary rights or interests in any Mark by reason of this Agreement or Operator's retransmission of any Program Stream. Operator will not directly or indirectly question, attack, contest, or in any other manner impugn the validity of any Mark or any rights of Nexstar, any Licensee, or any Program Stream content provider in any Mark. Operator will not adopt or use any variation of any Mark or any word or mark likely to be similar to or confused with any Mark. Any goodwill arising from Operator's use of any Mark will inure solely to the benefit of Nexstar, the applicable Licensee, or the applicable Program Stream content providers.

11.3 This Section 11 will survive the expiration or termination of this Agreement.

12. **NO RELATIONSHIP.** Nothing in this Agreement will create any joint venture or principal-agent relationship between the parties and the relationship of the parties hereunder will be that of independent contractors. No Subscriber will be considered to have any direct or indirect contractual relationship with any Station, Nexstar, or any Licensee by virtue of this Agreement, nor will any Subscriber be considered a third-party beneficiary of this Agreement.

13. **TAXES.** Each Licensee and Nexstar will not have any liability for, and Operator will pay and forever indemnify and hold each Licensee and Nexstar harmless from, any and all sales, use, excise, income, franchise, corporate, and similar taxes and fees (including, without limitation, any fees payable to local or state franchising authorities), incremental compulsory copyright fees, and other charges that are or may be imposed upon or assessed against Operator as a result of Operator exploiting any rights granted under this Agreement. This Section will survive the expiration or termination of this Agreement.

14. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, but if such invalidity or unenforceability would cause this Agreement to be inadequate to accomplish the parties' basic purposes and intent (specifically, with respect to any Program Stream, each Licensee's obligation to grant Operator its consent to retransmit such Program Stream in consideration of the fees payable under this Agreement and Operator's right and obligation to retransmit such Program Stream on each System, which has any Subscriber in such Program Stream's Station's Service Area, to each Subscriber in such Service Area), then, upon Nexstar's or Operator's request, Nexstar and Operator will negotiate in good faith a mutually acceptable amendment to this Agreement, but if such negotiations do not result in such an amendment within 30 days of such request, then either Nexstar or Operator may terminate this Agreement by notice to the other, and, after such termination, no party will have any further right or obligation under this Agreement.
15. **WAIVER, AMENDMENTS, AND REMEDIES.** A party's failure to insist upon strict performance of any provision of this Agreement will not be construed as a waiver of any later breach of the same or similar nature. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed and delivered by each party. All rights and remedies reserved to any party will be cumulative and will not be in limitation of any other right or remedy that such party may have at law or in equity. This Section will survive the expiration or termination of this Agreement.
16. **NO INFERENCES.** Operator and Nexstar each acknowledge that this Agreement was fully negotiated by the parties hereto, and that, therefore, no provision of this Agreement may be interpreted against either party because that party or its legal representative(s) drafted that provision. This Section will survive the expiration or termination of this Agreement.
17. **NO THIRD-PARTY BENEFICIARIES.** The provisions of this Agreement are for the benefit of the parties to the Agreement and their permitted assigns and no third party may be a beneficiary of, or have any rights by virtue of, this Agreement. This Section will survive the expiration or termination of this Agreement.
18. **CAPTIONS AND HEADINGS; INTERPRETATION.**
 - 18.1 Captions and headings used in this Agreement are for convenience only and will not be deemed to be part of this Agreement. Any reference in this Agreement to a section, paragraph, provision, or attachment will be considered a reference to a section paragraph, provision, or attachment to this Agreement, unless the context expressly requires otherwise.
 - 18.2 This Agreement will be interpreted according to its plain meaning without presuming that it should favor any party. Unless expressly stated or the context requires otherwise: (a) all internal references are to this Agreement and the accompanying Exhibits; (b) "day" means calendar day, "month" means calendar month, and reference to a particular year (e.g., 2021) means a calendar year; (c) "will," "must," and "shall" have the same meaning (as do "will not," "must not," "may not," and "shall not"); (d) "notify," "give notice," or "provide notice" mean to give notice as provided in Section 7 of this Exhibit and the parties agree that notice given by any other means or to any other person (including any notice provided directly to a Station at such Station's local address) will not be deemed to be notice as required under this Agreement; (e) any reference in this Agreement to the singular form of a word will include the plural form of the word, if applicable, and any reference to the plural will include the singular, if applicable; (f) lists of one or more examples following "including", "e.g.", "for example," or the like are interpreted to include "without limitation", unless qualified by words such as "only" or "solely"; (g) "current" or "currently" means "as of the Effective Date," but "then current" means the present time when the applicable right is exercised or when the performance or other thing is rendered or measured; and (h) a party's choices or elections under this Agreement are in its sole discretion.

**Binding Term Sheet
WGNA Distribution Agreement**

DEAL POINT	DETAILS												
Network	<p>Tribune Media Company, a Delaware corporation (“<u>Network</u>”) Network’s notification address for purposes of delivering notices under this Binding Term Sheet is as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Notice address:</td> <td style="width: 50%;">With a copy to:</td> </tr> <tr> <td>Nexstar Media Group, Inc. 1608 Walnut St., Ste. 1001 Philadelphia, PA 19103 Attention: EVP, Distribution</td> <td>legal-notices@nexstar.tv Attention: Asst. Gen. Counsel, Distribution</td> </tr> </table>	Notice address:	With a copy to:	Nexstar Media Group, Inc. 1608 Walnut St., Ste. 1001 Philadelphia, PA 19103 Attention: EVP, Distribution	legal-notices@nexstar.tv Attention: Asst. Gen. Counsel, Distribution								
Notice address:	With a copy to:												
Nexstar Media Group, Inc. 1608 Walnut St., Ste. 1001 Philadelphia, PA 19103 Attention: EVP, Distribution	legal-notices@nexstar.tv Attention: Asst. Gen. Counsel, Distribution												
Operator	<p>City of Highland (“<u>Operator</u>”). Operator’s address for purposes of delivering notices under this Binding Term Sheet and for billing purposes is as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Contact Name</td> <td>City of Highland, an Illinois Municipal Corporation d/b/a Highland Communication Services</td> </tr> <tr> <td>Street Address</td> <td>1115 Broadway</td> </tr> <tr> <td>Address Line 2</td> <td>PO Box 218</td> </tr> <tr> <td>City, State and Zip</td> <td>Highland, Illinois, 62249</td> </tr> <tr> <td>Phone</td> <td>618-654-9891</td> </tr> <tr> <td>Email</td> <td>aimming@highlandil.gov</td> </tr> </table>	Contact Name	City of Highland, an Illinois Municipal Corporation d/b/a Highland Communication Services	Street Address	1115 Broadway	Address Line 2	PO Box 218	City, State and Zip	Highland, Illinois, 62249	Phone	618-654-9891	Email	aimming@highlandil.gov
Contact Name	City of Highland, an Illinois Municipal Corporation d/b/a Highland Communication Services												
Street Address	1115 Broadway												
Address Line 2	PO Box 218												
City, State and Zip	Highland, Illinois, 62249												
Phone	618-654-9891												
Email	aimming@highlandil.gov												
“Licensed Content”:	Network’s linear cable television video programming service now known as WGN America (“ <u>WGNA</u> ”).												
Term	January 1, 2021 (“ <u>Effective Date</u> ”) through 4:59 p.m., Central Time, on December 15, 2023.												
Certain Definitions	“ <u>MVPD System</u> ” means a multichannel video programming distributor (as defined in Section 602 of the Communications Act of 1934, as amended) that (i) provides multichannel video programming services through traditional cable, MMDS, MDS, SMATV, and/or facilities-based internet protocol technology to Operator’s customers at residential and/or commercial locations via closed signal paths and (ii) qualifies as a “cable system” under 17 U.S.C. § 111(f). The term “MVPD System” expressly excludes any distribution system that is not included in the foregoing definition, including any distribution system utilizing the public Internet.												
Systems	“ <u>System</u> ” means, for purposes of WGNA, each MVPD System that (i) is owned, managed, and/or operated by Operator or an Operator Entity (<i>i.e.</i> , Operator or any entity that controls, is controlled by, or is under common control with Operator), whether on or after the Effective Date, and (ii) serves areas solely within the United States.												
Carriage of WGNA	<u>HD and SD Carriage</u> : Effective as of the Effective Date, Operator shall launch (if not previously launched) and carry WGNA in both SD format and HD format on each System on a Required Tier. A “ <u>Required Tier</u> ” means, for each System, the System’s first or second most highly penetrated retail tier of video programming services, which is a single tier that, at all times, reaches at least 85% of the System’s total video												

programming subscribers (the “Penetration Minimum”). If, for any month, Operator fails to meet the Penetration Minimum, then this failure will be considered a breach of this Agreement and, without limiting Network’s other rights for such breach, Operator will pay its monthly WGNA license fees to Network for such System for such month as if Operator had met such Penetration Minimum.

HD-Only Systems: Notwithstanding anything in this Agreement to the contrary, a System, which distributes substantially all channels only in HD format to all subscribers, will only be required to distribute WGNA in an HD format, but such System must ensure that its subscribers are otherwise able to receive and view WGNA by means of the System.

Channel Position: Carriage of WGNA on each System shall be either (a) on a channel position in the same neighborhood as the primary program streams of substantially all local broadcast television stations carried by such System or (b) on a channel position adjacent to CNN, Fox News, MSNBC, TNT, USA, FX, or TBS if carried on the System. <Notwithstanding the prior sentence, with respect to each System that carries WGNA as of the Effective Date, Operator may carry WGNA on such System in its current channel position until such time as the System implements a channel re-alignment, at which time, Operator must comply with the channel position requirements of the prior sentence.>

Time Zone Feeds: If Network delivers multiple time zone-designated feeds of WGNA, then each System will carry the feed designated by Network for the time zone in which such System’s subscribers are located.

Additional Tiers: In addition to carriage on a Required Tier, Operator may add WGNA to one or more other tiers on each System.

Deletion / Negative Repositioning: Other than as expressly provided in this Agreement, Operator shall not delete or negatively reposition WGNA from any package (or equivalent successor package), including without limitation, on Acquired Systems.

Acquired Systems: If any Operator Entity acquires ownership and/or control of any MVPD System during the Term (an “Acquired System”), then, subject to Network’s prior written approval, Operator shall as promptly as possible, but in any event within 30 days, launch and carry WGNA on such Acquired System in accordance with this Agreement.

Local Ad Avails: Network will make available to Operator, for local advertising insertion within each System’s carriage of WGNA, the same amount and positions of commercial advertising breaks (which are generally two minutes per hour), if any, that Network generally makes available in WGNA to other MVPD Systems carrying WGNA in the United States (the “Local Avails”). Operator’s sale and use of Local Avails is subject to Network’s reasonable and customary standards.

Additional Programming: “Additional Programming” means any Network-designated premier sporting events or other high profile special events, such as NCAA basketball, NCAA football, NBA, NFL, MLB, MLS, or NHL games, NASCAR races, UFC events, professional wrestling matches, or other events or programming of similar or greater viewer appeal (including event-related programming such as pre-game and post-game shows), that are of an amount or type that was not televised on a live or first run basis on WGNA during the 12-month period prior to the Effective Date. Network may, from time to time, offer Additional Programming to Operator (each such offer of Additional Programming, an “Offer”). Each Offer will set out the Additional Programming offered and all additional terms (including any change in the monthly license fee, carriage requirements, or Territory) applicable to carriage of WGNA due to the addition of the

Additional Programming. If Operator accepts an Offer, then this Agreement will be amended as set out in the Offer. If, within 30 days after receiving an Offer, Operator fails to accept all terms of that Offer, then (a) Operator will be deemed to have rejected that Offer, (b) Operator may not carry the Additional Programming on any System, and (c) Network may, at its option, either provide WGNA to Operator without such Additional Programming or terminate this Agreement at any time upon at least 10 days' prior notice to Operator.

WGNA Fees For each month, Operator will pay to Network the following monthly license fee for each WGNA subscriber:

Period	Monthly License Fee
January 1, 2021 to December 31, 2021	\$0.42
January 1, 2022 to December 31, 2022	\$0.49
January 1, 2023 to December 15, 2023	\$0.57

Payment Terms

General: With respect to each calendar month during the Term, Operator will pay to Network the fees set out in this Agreement for such month within 30 days after the end of such month and will include a report detailing, on a System by System basis, the number of WGNA subscribers. Operator will calculate and pay all amounts due under this Agreement without deduction or offset of any kind, including any deduction for bad debt, taxes, or similar charges. Amounts past due under this Agreement will accrue interest, from due date until paid, at 1.5 percent per month or the maximum lawful rate, whichever is less. Network will have reasonable and customary audit rights with respect to Operator's payment of fees under this Agreement.

Bulk Accounts: For each apartment complex or other similar multiple dwelling complex that any System serves, during the calendar month in question, on a bulk rate basis (i.e., where each dwelling unit in the dwelling complex in question is wired to receive cable television service from the System, and Operator charges the dwelling complex owner or manager a fixed monthly charge for providing a single package of video programming services (and no other video programming services) to all occupied dwelling units in such complex and such owner or manager provides such package of video programming services to each occupied dwelling unit in such complex without separate charge), the number of a System's subscribers for purposes of payment of WGNA (but not any Station's) license fees under this Agreement equals the greater of: (a) the System's monthly bulk-rate charge to the complex for all video programming services for such month, divided by the System's standard monthly retail charge to non-bulk rate residential subscribers for the System's broadcast basic tier, and (b) 80 percent of the actual number of dwelling units in the complex.

Gratis Subscribers: For purposes of calculating license fees and penetration for any System hereunder for any month, Operator may exclude Gratis Subscribers if and to the extent that Operator likewise excludes such Gratis Subscribers for purposes of payment of license fees for all video programming services carried by such System, but Operator must separately report such Gratis Subscribers. (a) any facility used solely to monitor and control programs telecast on the System and for which Operator receives no compensation, (b) any location which is franchise mandated to receive cable channels from the System without charge; (c) any government or educational offices and officials for which Operator receives no compensation; (d) employees of Operator from whom Operator receives no subscription fees for the level of service containing WGNA; and (e)

	<p>any illegal connection not authorized by Operator and promptly disconnected and (f) any Subscriber who has not paid its subscription fees to Operator for cable television service for the month in question and who is promptly thereafter disconnected from service (provided, however, that the number of subscribers under this clause (f) may not exceed 0.5 percent of the System’s Subscribers for such month)></p>
<p>TV Everywhere Authentication to WGNA’s Sites and Apps</p>	<p>Operator will authenticate its WGNA subscribers to WGNA’s TV Everywhere content (the “<u>TVE Content</u>”), if any, that Network makes available on a TV Everywhere (i.e., authenticated) basis on WGNA’s websites and device applications (currently, www.newsnationnow.com and the News Nation Now app) (“<u>Network Access Points</u>”) if Operator is then providing any other authenticated content to its subscribers and Operator’s authentication platform is then reasonably capable of being integrated with Network’s authentication system for the Network Access Point(s). The following terms will apply to this authentication of TVE Content to Operator’s WGNA subscribers on Network Access Points:</p> <ul style="list-style-type: none"> (a) Network grants to Operator the non-exclusive right to authenticate its WGNA subscribers to the TVE content via Network Access Points. Operator will integrate with Network Access Points so that each of its WGNA subscribers may access the TVE Content throughout the United States. (b) In order to access TVE Content, a subscriber must be authenticated as a current WGNA subscriber to a System. Operator may not charge any subscriber any additional fee to access or view any TVE Content, except for an equipment/usage fee that does not vary depending on whether or not the subscriber receives the TVE Content. (c) Operator will take all steps reasonably necessary, using industry standard processes, to integrate Operator’s authentication platform with Network Access Points. Operator will authenticate its WGNA subscribers to the TVE Content on Network Access Points beginning as soon as practicable. (d) Network may include advertising spots within, and leading into and out of, any TVE Content, but the total duration of advertising spots in the TVE Content will not generally exceed that of such breaks in such content as it aired on WGNA. As of the Effective Date, Network does not provide dynamic advertising insertion (DAI) in the TVE Content on Network Access Points, but if and when Network begins doing so, then, if Operator has integrated its advertising/authentication system with Network’s DAI vendor, Network will provide Operator, on Network’s standard ad integration and sales/use terms, with Network’s then current standard amounts of TVE commercial advertising breaks in the TVE Content as exhibited on an authenticated basis through the Network Access Points to Operator’s WGNA subscribers.
<p>Start Over and Look Back</p>	<p>“<u>Start Over</u>” means the Operator-implemented functionality that allows a System’s subscriber, who then subscribes to receive WGNA by means of such System, to restart the viewing of a program that is telecast as part of WGNA at any time during such program’s linear exhibition by Network as part of WGNA. “<u>Look Back</u>” means the Operator-implemented functionality that allows a subscriber, who subscribes to receive WGNA from Operator’s System in question, to access and the ability to view a program appearing as part of WGNA at any time within 72 hours after such program’s linear exhibition by Network as part of WGNA.</p>

	<p>Network grants Operator the right to make available to its subscribers any WGNA content on a Start Over or Look Back basis, subject to the following:</p> <ul style="list-style-type: none"> (a) Network must at all relevant times hold all necessary rights to allow Operator to make such WGNA content available for viewing by subscribers on a Start Over or Look Back basis, as applicable (Network to inform Operator of such rights upon Operator’s reasonable prior request). (b) If Network loses rights it previously had to authorize Start Over and/or Look Back rights to any WGNA content program, Operator must promptly discontinue Start Over and/or Look Back, as applicable, functionality for such WGNA content program upon receipt of notice from Network. (c) As part of such Start Over and Look Back functionality, Operator must pass through to each viewer all Nielsen watermarks that are part of the program as delivered by Network to Operator. (d) Such Start Over and Look Back viewing, as applicable, must be subject to audience measurement by Nielsen (or its industry standard successor) and in a manner that provides direct credit to Network for such measurement. (e) Operator must disable each viewer’s ability to fast-forward through or skip advertising on all WGNA content viewed on a Start Over and Look Back basis.
Operator OTT Platform Carriage	<p>If Operator launches any OTT Platform (as defined below) at any time during the Term, then, within not later than 90 days after such launch, Network must provide WGNA to Operator for carriage on such OTT Platform, and Operator must carry WGNA on such Platform, on a linear, as delivered basis. Such carriage of WGNA to be on the same packaging/penetration terms, subject to the territorial limits (i.e., solely in the US for WGNA), and at the same per subscriber per month rates as applicable to Operator’s MVPD System carriage of WGNA. An “<u>OTT Platform</u>” means any multi-channel subscription video programming service offering that is (1) owned and managed by Operator (or any entity controlled by, in control of, or in common control with Operator), (2) delivered via the Internet (including, without limitation, Internet over a wired connection, WiFi, and/or cellular/terrestrial mobile networks (e.g., 3G, 4G, or LTE)) to subscribers anywhere in the United States, and (3) includes five or more linear cable channel available to more than 70 million households in the United States.</p>
Unauthorized Use	<p>Except as expressly authorized herein, Operator shall not (and shall not authorize any third party to) (i) record, copy, duplicate, transmit, retransmit, sub-distribute any portion of any Licensed Content without prior written authorization of Network, (ii) retransmit any Licensed Content over the public system known as the Internet, via IP distribution over any broadband service, or through any wireless means to mobile or other devices outside of the subscribers premises, or (iii) provide to any subscriber that receives any Licensed Content any device that automatically or upon subscriber’s election deletes or skips over (or accomplishes the functionality equivalent of the deletion or skipping over of) commercial, promotional, or other material from any Licensed Content, whether viewed on a live or recorded basis.</p> <p>Nothing in this Agreement is intended to prohibit (a) Operator from enabling, and any subscriber from using, any product or service (including TiVo devices and similar services) to the extent permitted by law without a license from Network, which license is expressly not granted under this Agreement, or (b) any subscriber from connecting its consumer electronics devices to Operator’s integrated decoder (e.g., a set-top box or</p>

	equivalent device) to the extent permitted by law without a license from Network, which license is expressly not granted under this Agreement.
Required Materials	When delivering any Licensed Content to any subscriber, Operator will deliver to each such subscriber the primary audio and video of such Licensed Content, along with all of the following, in a usable format, to the extent delivered to Operator as part of the Licensed Content’s signal (collectively, the “ <u>Required Material</u> ”): (a) each alternative language or secondary audio program feed, (b) closed captioning for the hearing impaired; (c) video descriptive service for the visually impaired, (d) data for the identification and/or rating of programming that contains sexual, violent or indecent material (e.g., V-Chip), (e) audio signals’ loudness metadata; (f) AFD format description data; (g) information or data required by law or regulation to be transmitted with the Licensed Content; (h) program identification and ratings material (such as Nielsen data, codes, tags and watermarks) that provide audience viewership measurement functionality for determining ratings; (i) redistribution and copy control data (including copy control rights signaling information), (j) information and material of a commercial or non-commercial nature which is directly related to the subject matter of, or persons appearing in, the Licensed Content programs (including advertisements and promotional announcements therein) if such information or material is transmitted concurrently or substantially concurrently with the associated program, advertisement or promotional announcement, (k) such other material as may be essential to or necessary for the delivery or distribution of the Licensed Content, and (l) any other Licensed Content-related material or data that Network may designate. Operator will not carry any Licensed Content in a manner that removes, alters, materially degrades, or otherwise impedes the fulfillment of the intended purpose of any Required Material.
Termination	In addition to its other rights and remedies, a party may terminate this Agreement if the other party has breached any material term of this Agreement and such other party fails to cure such breach within 15 days after the non-breaching party has given it written notice such breach. Further, if, at any time during the Term, Operator (or any entity that is then, directly or indirectly, controlled by, in control of, or in common control with Operator) has an agreement or agreements with Nexstar Broadcasting, Inc. (or any entity that is then, directly or indirectly, controlled by, in control of, or in common control with Nexstar Broadcasting, Inc.) for retransmission of one or more broadcast television stations, and such agreement expires or is terminated for any reason, then, at any time thereafter, Network may terminate this Agreement upon 10 days’ prior written notice to Operator.
Confidentiality	Other than the existence and duration of this Agreement, neither party may disclose to any third party (other than its officers, directors, and employees, in their capacities as such, and their respective consultants, auditors, and attorneys) any information identifiable to this Agreement, except to the extent necessary in the following situations: (a) for such party to comply with governmental rule, regulation, or law or with a valid court order, in which event the disclosing party will request confidential treatment of, and redact to the greatest extent possible, the information disclosed, (b) for such party to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys, (c) for such party to enforce its rights or perform its obligations under this Agreement, (d) by either party to prospective purchasers of a material portion of its assets or beneficial ownership interests, existing or potential investors, lenders, insurers, or financing entities, in which event the disclosing party will require confidential treatment of the information disclosed, and (e) for disclosures made

	<p>under any assignment permitted by this Agreement, in which event the disclosing party will require confidential treatment of the information disclosed. The disclosing party is responsible to the other party for any breach of this Section by any of its owners, officers, directors, employees, auditors, consultants, attorneys, lenders, prospective purchasers or assignees. Notwithstanding the foregoing, Network may release, from time to time, press statements regarding carriage of the Licensed Content by Operator. This Section will survive the termination or expiration of this Agreement.</p>
<p>Notices</p>	<p>To be effective, any notice under this Agreement must be in writing (unless otherwise expressly provided) and must be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) hand or messenger delivery, or (c) Federal Express or similar overnight delivery service, to Operator or Network, as applicable, at its address(es) for notices set forth above in this Agreement (or such other address(es) as Operator or Network may designate by notice to the other given in accordance with this Section). Any notice, report, or approval under this Agreement will be deemed given on the date actually delivered (except if such date is a Saturday, Sunday or legal holiday, in which case it will be deemed given on the next business day). If Network or Operator delivers any notice, report, or approval to the other in a manner which does not comply with this Section, then the same will be deemed delivered on the date, if any, on which the other actually receives such notice.</p>
<p>Miscellaneous</p>	<p>(a) This Agreement and all matters or issues collateral hereto shall be governed by the laws of the State of New York (without giving effect to the laws, rules or principles of the State of New York regarding conflicts of laws). (b) This Agreement will inure to benefit of and be binding upon each party and its successors and assigns. However, neither party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, except that Network may assign this Agreement, without consent, to any person that acquires all or substantially all of the assets or equity interests in Network or WGNA. (c) Each party acknowledges that the services it is to provide to the other under this Agreement are unique and if it were breach this Agreement, then the other party would be irreparably and immediately harmed and may be unable to be made whole by monetary damages. Accordingly, each party, in addition to its other remedies at law or in equity, will be entitled to seek an injunctive relief to remedy any breach or threatened breach of this Agreement and/or to compel specific performance of this Agreement, without any requirement of proving actual damages or posting any bond or other security. (d) Notwithstanding anything to the contrary in this Agreement, neither party is entitled to recover any lost profits, incidental damages, consequential damages, or loss of revenues, whether foreseeable or not, resulting from a breach or failure by the other party, and, except as expressly provided in this Agreement to the contrary, neither Network nor Operator will have any right against the other with respect to claims by a third party. This Section will survive the termination or expiration of this Agreement. (e) If either party brings any action under this Agreement, then prevailing party in such action will be entitled to recover its reasonable attorney's fees. (f) No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of that right. (g) No amendment to this Agreement will be effective unless in writing and signed by both parties. (h) The invalidity of any provision of this Agreement will not affect the validity of any other provision of this Agreement. (i) This Agreement and the license Network grants to Operator under this Agreement are limited by, and subject to, all arms-length, bona fide rights, programming, scheduling, or other restrictions or limitations in any program license agreement between Network and any Licensed Content program supplier. (j) This</p>

	Agreement does not constitute an offer and will not bind Network unless and until Network has signed and delivered a fully signed copy of this Agreement to Operator. (k) This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile (e.g. fax, PDF, etc.) will be deemed an original signature for all purposes and will be binding on the signing party.
Long Form Agreement	All other terms to be set forth in a new long-form agreement. Unless and until (if ever) the parties enter into such long-form agreement, this Agreement shall be binding on the parties as of the date first set forth above. This Agreement contains the entire understanding and supersedes all prior or contemporaneous oral, and all prior written, understandings of the parties relating to the subject matter of this Agreement.

[signature page follows]

AGREED AND ACCEPTED:

City of Highland

Tribune Media Company

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Dana Zimmer

Title: _____

Title: Executive Vice President



To: Chris Conrad, Interim City Manager
From: Angela Imming, Director, Technology and Innovation
Date: Jan. 10, 2021
Subject: WGNA Renewal

Recommendation:

I recommend HCS renew the contract with NextStar to carry various programming, including WGN. This contract includes the right for retransmission of CW and local Fox KTVI.

Discussion:

Cable providers are expected to include these networks in their line-up.

Financial Impact:

The financial impact is difficult to lay out in a memo. Please see the attached retransmission agreement for specifics. A 25% reduction from the proposed per subscriber rate was successfully negotiated.

CITY OF HIGHLAND

WARRANT # 1187

January 19, 2021

001	General Fund	\$	48,156.46
006	TIF #1	\$	1,245.97
007	Community Development	\$	18,112.78
008	Motor Fuel Tax Fund	\$	-
009	Parks & Recreation Fund	\$	17,800.86
050	Street Bond	\$	119,775.73
101	Electric Fund	\$	848,652.82
012	Business District A	\$	547,554.10
111	Fiber To The Premise Fund	\$	201,572.93
010	TIF #2 Northside	\$	7,950.91
201	Water Fund	\$	30,418.24
301	Sewer Fund	\$	34,467.56
401	Ambulance Fund	\$	9,929.71
706	liability Insurance	\$	77,785.55
702	POLICE PENSION FUND	\$	-
713	SOLID WASTE FUND	\$	234.80
802	Payroll Account	\$	-
	TOTAL WARRANT	\$	1,963,658.42

CITY CLERK
January 19, 2021

MAYOR

	Check Total:		99.22		
Vendor: 5803 JAN192021	CHARLES J BECHERER INTERIM CHIEF OF POLICE PER CONTRACT	5,000.00		01/20/2021	Check Sequence: 12 001-012-5-390-00
	ACH PAID:	5,000.00			
Vendor: 5685 200221 200222 200223 200224	BEST Engineered Systems Technology Group LLC LABOR FOR FIBER SPLICING 12/16/2020 & 12/17/2020 LABOR FOR FIBER SPLICING 12/17/2020 & 12/18/2020 LABOR FOR FIBER SPLICING 12/21/2020 & 12/22/2020 LABOR FOR FIBER SPLICING 12/27/2020	3,375.00 5,400.00 2,880.00 1,147.50		01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 13 111-111-5-390-00 111-111-5-390-00 111-111-5-390-00 111-111-5-390-00
	Check Total:	12,802.50			
Vendor: 310 WO45670	Bluff Equipment Inc labor and materials for park maint equipment	357.21		01/20/2021	Check Sequence: 14 009-016-5-360-10
	Check Total:	357.21			
Vendor: 2613 921256786	Border States Electric Supply UVEL - R16695000-00002 POTENZA RCU W/BAT	487.50		01/20/2021	Check Sequence: 15 111-111-5-530-00
	Check Total:	487.50			
Vendor: 1291 83887456 83887457 83892498	Bound Tree Medical, LLC EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES	42.60 67.84 238.40		01/20/2021 01/20/2021 01/20/2021	Check Sequence: 16 401-401-5-430-00 401-401-5-430-00 401-401-5-430-00
	Check Total:	348.84			
Vendor: 4861 59524 S&A	Bradford National Bank Street Sweeper	3,900.97		01/20/2021	Check Sequence: 17 001-017-5-530-00
	Check Total:	3,900.97			
Vendor: 202 134022	Breese Journal & Publishing Company christmas gift cert ad	62.20		01/20/2021	Check Sequence: 18 009-009-5-390-33
	Check Total:	62.20			
Vendor: 5006 BMS762309	Brenntag Mid South Inc Chlorine - Gas	480.00		01/20/2021	Check Sequence: 19 201-202-5-490-00
	Check Total:	480.00			
Vendor: 3472 SI-110676	BROADCAST MICROWAVE SERVICES, INC. COMPUTER MOUNT FOR NEW SQUAD CAR	734.00		01/20/2021	Check Sequence: 20 001-012-5-470-00
	Check Total:	734.00			
Vendor: 360 74375 G132813 G132907 G133209 G133298	Broadway Battery & Tire RPWFE park maint truck labor and materials Cemetery maint truck labor and materials Park maint truck labor and materials Ford F250 - #42 OIL, FILTERS, LABOR	49.19 33.20 974.00 34.94 41.92		01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 21 401-401-5-390-00 009-016-5-360-10 009-715-5-360-10 009-016-5-360-10 001-017-5-360-10
	Check Total:	1,133.25			
Vendor: 10044 3166827	BUILDINGSTARS INC Monthly cleaning service for KRC	1,852.00		01/20/2021	Check Sequence: 22 009-009-5-380-01
	Check Total:	1,852.00			
Vendor: 712 246734 246734 246734.1 246793 246918 4019238	Calix Networks Inc 760/763 Enclosures 727GE ONT Module freight ONTCMN-GC FMB - gigacenter wall mount mg- freight ONT enclosures 4 yr. Extended Warrantaty on 727GE ONT Mo	760.00 3,613.50 155.40 45.18 961.05 201.60		01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 23 111-111-5-530-00 111-111-5-530-00 111-111-5-530-00 111-111-5-470-00 111-111-5-470-00 111-111-5-530-00
	Check Total:	5,736.73			
Vendor: 3311 027951	Campion Barrow & Associates NEW OFFICER TESTING	440.00		01/20/2021	Check Sequence: 24 001-012-5-390-00
	Check Total:	440.00			
Vendor: 20620 2293	Capri Pools & Aquatics cleared debris from pulsar. cleaned and restarted krc pool chem	210.00		01/20/2021	Check Sequence: 25 009-009-5-390-00
	Check Total:	210.00			
Vendor: 3080 5527109 5552058	CDW G Inc CISCO 26PORT POE SMART PLUS SWITCH (QTY 2) QNAP TS-431XEU SHORT DEPTH RM NAS	932.02 629.21		01/20/2021 01/20/2021	Check Sequence: 26 111-111-5-530-00 111-111-5-530-00
	Check Total:	1,561.23			
Vendor: 5694 93025819	CHEMTRADE SOLUTIONS LLC Hyperion 2662 - Coagulant	3,727.50		01/20/2021	Check Sequence: 27 201-202-5-490-00
	Check Total:	3,727.50			

Vendor: 1661 A1M47230	Home Box Office Cinemax JANUARY VIDEO CONTENT FEE	45.00	01/20/2021	Check Sequence: 28 111-111-5-390-52
	Check Total:	45.00		
Vendor: 457 DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER	City Of Highland DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING DECEMBER CENTRAL PURCHASING	143.14 61.66 306.11 295.67 26.13 188.65 705.11 298.84 113.91 295.67 128.87 358.05 118.73 432.25 27.60	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 29 401-401-5-430-00 009-016-5-430-00 101-101-5-430-00 201-203-5-430-00 001-014-5-430-00 001-017-5-430-00 001-011-5-430-00 009-009-5-430-00 201-202-5-430-00 301-303-5-430-00 301-304-5-430-00 001-013-5-430-00 001-017-5-430-00 001-012-5-430-00 101-102-5-430-00
	Check Total:	3,500.39		
Vendor: 451 010101-001121	City Of Highland Electric utilities - quarterback club	38.70	01/20/2021	Check Sequence: 30 009-016-5-330-00
	Check Total:	38.70		
Vendor: 464 015010-000 015010-001	City Utilities UTILITIES- HCS UTILITIES- HCS OFFICE	2,020.29 225.04	01/20/2021 01/20/2021	Check Sequence: 31 111-111-5-330-00 111-111-5-330-00
	Check Total:	2,245.33		
Vendor: 5491 1293	KIMBERLY A. COLE PRETREATMENT CONSULTING SERVICES	1,125.00	01/20/2021	Check Sequence: 32 301-305-5-230-00
	Check Total:	1,125.00		
Vendor: 5840 1324	COMPRESSIONS, LLC BLENDED SKILL CHECK / HEARTCODE PALS - SKILLS	135.00	01/20/2021	Check Sequence: 33 401-401-5-240-00
	Check Total:	135.00		
Vendor: 2822 17040	Compustitch Embroidery 5 SHIRTS & LOGO FOR DAVID GROSSMON	47.50	01/20/2021	Check Sequence: 34 101-104-5-440-00
	Check Total:	47.50		
Vendor: 2557 213766	Gene Cox CDL RENEWAL	61.35	01/20/2021	Check Sequence: 35 101-104-5-390-00
	Check Total:	61.35		
Vendor: 2345 0212744 0212749	Crawford, Murphy & Tilly Inc DESIGN ENG ASSOCIATED W/ IMPROVEMENTS TO CITY WRF Professional Services from 10/31/2020 to 11/27/2020	6,375.25 300.00	01/20/2021 01/20/2021	Check Sequence: 36 301-304-5-505-00 001-013-5-390-00
	Check Total:	6,675.25		
Vendor: 5451 35641	DATATRONICS, INC BEACON, PRO LED, SINGLE COLOR, BLUE DOME, BLUE LED'S , TALL DOME	627.00	01/20/2021	Check Sequence: 37 001-014-5-360-00
	Check Total:	627.00		
Vendor: 4184 INV-13660	DigitalArtz LLC TRUCK GRAPHICS ON BUCKET TRUCK 50 AND DODGE PICKUP	334.85	01/20/2021	Check Sequence: 38 101-104-5-390-00
	Check Total:	334.85		
Vendor: 5682 1340	DIVERSIFIED DIESEL SERVICES, LLC MTN/REPAIRS FOR AMBULANCE #1542	1,680.73	01/20/2021	Check Sequence: 39 401-401-5-360-10
	Check Total:	1,680.73		
Vendor: 20045 1-12-2021 PW	Dr. Wood Trees & Landscape Sector 2 Tree work, 4 Stumps removed - various addresses	5,350.00	01/20/2021	Check Sequence: 40 001-017-5-390-22
	Check Total:	5,350.00		
Vendor: 5485 8078	EDWARDSVILLE MACHINE & WELDING CO. INC. Rebuild Cylinder- Truck # 67	587.00	01/20/2021	Check Sequence: 41 001-017-5-360-10
	Check Total:	587.00		
Vendor: 679 1-7-2021 WTP 31494 31497 31498 31499 31507 31512	Essenpreis Plumbing & Hig Korty Flapper # 2001 winterize drinking fountain at tot lot winterize city square fountain Winterized Back Flow Preventer at the Iberg Roundabout Winterized Back Flow Preventer at the Poplar Roundabout winterize chamber of commerce restrooms Cut wall removing old urinal. Installed new urinal & flushvalve	4.75 110.00 165.00 82.50 82.50 200.00 795.71	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 42 201-202-5-450-00 009-016-5-390-00 009-016-5-390-00 001-017-5-390-00 001-017-5-390-00 009-016-5-390-00 001-017-5-380-00

	Check Total:		1,440.46		
Vendor: 8548 8263	Everlasting Etch memorial marker plaques for memorial trees		9.00	01/20/2021	Check Sequence: 43 009-016-5-390-00
	Check Total:		9.00		
Vendor: 4818 PIFE1930648 PIFE1930829	Fabick Power Systems Inc CLAMP HOSE HOSE		7.93 176.99	01/20/2021 01/20/2021	Check Sequence: 44 101-102-5-450-00 101-102-5-450-00
	Check Total:		184.92		
Vendor: 2786 ILHIG80122 ILHIG80165 ILHIG80165 ILHIG80169	Fastenal MS x 60mm Z SHCS 8.8 2 gal. gas can with funnel 2 gal. gas can with funnel Spline7/8" x 16" OAL		4.03 24.74 24.73 48.99	01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 45 301-304-5-450-00 201-203-5-430-00 301-303-5-430-00 001-017-5-430-00
	Check Total:		102.49		
Vendor: 2191 1113746925 1113945636 1114028653	Ferrellgas PROPANE PROPANE PROPANE		62.81 13.62 421.96	01/20/2021 01/20/2021 01/20/2021	Check Sequence: 46 009-715-5-330-00 009-503-5-330-00 301-304-5-330-00
	Check Total:		498.39		
Vendor: 745 S1236362.001	Fletcher Reinhardt Company 3/8" X 600' Multiline II		202.76	01/20/2021	Check Sequence: 47 101-104-5-430-00
	Check Total:		202.76		
Vendor: 1654 S35661	Fox Sports St. Louis DECEMBER VIDEO CONTENT FEE		9,787.05	01/20/2021	Check Sequence: 48 111-111-5-390-52
	Check Total:		9,787.05		
Vendor: 1098 618-654-1901-01 6186543568	FRONTIER LOCAL SERVICE 01/01/21 TO 01/31/21 PHONE CHARGES- ALARM		40.53 48.04	01/20/2021 01/20/2021	Check Sequence: 49 001-013-5-310-00 001-011-5-310-00
	Check Total:		88.57		
Vendor: 8299 30005022	St. Clair Service Company FS Turf Solutions estate fesque blend for grasses		307.30	01/20/2021	Check Sequence: 50 009-715-5-490-00
	Check Total:		307.30		
Vendor: 5418 2020-1896	FSCI FEE BASED ON 236 SPRINKLERS W/O FSCI INSPECTIONS		375.00	01/20/2021	Check Sequence: 51 012-012-5-550-00
	Check Total:		375.00		
Vendor: 795 017324533	Galls, LLC NEW HIRE PATROL BAG		79.55	01/20/2021	Check Sequence: 52 001-012-5-440-00
	Check Total:		79.55		
Vendor: 4154 INV0005980	GOVDIRECT, INC. LAPTOPS (3) PUBLIC SECTOR SPECIFIC-PREMIUM		2,440.00	01/20/2021	Check Sequence: 53 401-401-5-390-00
	Check Total:		2,440.00		
Vendor: 5388 2153006	Government Finance Officers Association MEMBERSHIP RENEWAL 3/1/2021 TO 02/28/2022 KKORTE		190.00	01/20/2021	Check Sequence: 54 001-011-5-390-00
	Check Total:		190.00		
Vendor: 851 9749443074 9751032203	Grainger SUMP PUMP SWITCH Silencer Muffler 1/2 in MNPT, 1 1/8 HEX		95.63 8.82	01/20/2021 01/20/2021	Check Sequence: 55 101-101-5-430-00 201-202-5-450-00
	Check Total:		104.45		
Vendor: 858 9319308042	Graybar 25 KVA Pad Mount		19,487.00	01/20/2021	Check Sequence: 56 101-104-5-540-20
	Check Total:		19,487.00		
Vendor: 980 9318882317	Graybar FO-1 AMERICAN POLYWATER CORPORATION TYP		138.00	01/20/2021	Check Sequence: 57 111-111-5-430-00
	Check Total:		138.00		
Vendor: 3333 0124688-IN 0124814-IN	GREAT LAKES DATA SYSTEMS SMS OUTBOUND MESSAGING FEES BROADHUB SOFTWARE SUPPORT		150.00 800.00	01/20/2021 01/20/2021	Check Sequence: 58 111-111-5-390-00 111-111-5-390-50
	Check Total:		950.00		
Vendor: 5611 101	RICK D GRUENEFELDER SANTA SERVICES (QTY 22)		550.00	01/20/2021	Check Sequence: 59 007-007-5-390-00
	Check Total:		550.00		

Vendor: 399 4853058	Hawkins Inc Ammonia Sulfate	1,392.00	01/20/2021	Check Sequence: 60 201-202-5-490-00
	Check Total:	1,392.00		
Vendor: 1662 A1H39895	Home Box Office HBO JANUARY VIDEO CONTENT FEE	345.00	01/20/2021	Check Sequence: 61 111-111-5-390-52
	Check Total:	345.00		
Vendor: 4020 2020-087	HEARTLANDS CONSERVANCY TYLER BURK / KATIE SIECH WATERSHED PLAN DEVELOPEMENT	1,864.00	01/20/2021	Check Sequence: 62 009-016-5-230-00
	Check Total:	1,864.00		
Vendor: 10041 6546	Hediger's Backhoe Inc. pumped out dog park 2xs and boat ramp 1.	600.00	01/20/2021	Check Sequence: 63 009-016-5-390-00
	Check Total:	600.00		
Vendor: 921 195399 195471	Heros In Style DETECTIVE JACKET FOR S. BLAND DETECTIVE JACKET C. LEWIS	127.98 137.97	01/20/2021 01/20/2021	Check Sequence: 64 001-012-5-440-00 001-012-5-440-00
	Check Total:	265.95		
Vendor: 2680 2019-10-28 0004	HFS of IL AMBULANCE REFUND - PT ID # 141796508	400.69	01/20/2021	Check Sequence: 65 401-401-5-390-25
	Check Total:	400.69		
Vendor: 1423 200-301431 200-303703121 200-303706121 200-303707 PW 200-303711 S&A 200-303712121 200-303716 200-304025 200-304045 200-305702 200-369460 200-369460 200-369460 200-519997 WRF 200-526650 WTP 200-527315 200-528004121	Highland Communication Services HCS SERVICES - CITY HALL KRC tv/telephone/computer WCC tv/telephone/computer Communication services Communication services park maint shed tv/telephone/computer POLICE DEPT TV/PHONE/INTERNET HCS SERVICES - FIRE STATION #1 HCS SERVICES - HACSM HCS SERVICES - EMS TV AND INTERNET CHARGES TV AND INTERNET CHARGES TV AND INTERNET CHARGES Communication services Communication services ENTERPRISE BUNDLE 01/08/2021 TO 02/07/2021 new senior center tv/telephone/computer	39.29 334.23 2.00 204.00 33.95 2.00 494.90 4.00 51.95 572.94 2.00 79.00 99.85 149.99 119.66 205.14 15.90	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 66 001-011-5-390-50 009-009-5-390-50 009-016-5-390-50 001-017-5-390-50 001-017-5-390-50 009-016-5-390-50 001-012-5-390-50 401-401-5-390-50 001-011-5-390-50 401-401-5-390-50 101-102-5-390-50 001-013-5-390-50 101-101-5-390-50 301-304-5-390-50 201-202-5-390-50 001-013-5-390-50 009-016-5-390-50
	Check Total:	2,410.80		
Vendor: 1427 65726301	Highland FOP Lodge 194 CHRISTMAS WITH A COP FROM WAL-MART	500.00	01/20/2021	Check Sequence: 67 001-012-5-390-00
	Check Total:	500.00		
Vendor: 5843 2020-10-15 0005	MELBA HOENIG AMBULANCE REFUND	38.96	01/20/2021	Check Sequence: 68 401-401-5-390-25
	Check Total:	38.96		
Vendor: 3199 331946	Home Nursery Inc memorial trees	52.50	01/20/2021	Check Sequence: 69 009-016-5-390-22
	Check Total:	52.50		
Vendor: 5830 C2727	HOUSE OF TOOLS & ENGINEERING, INC. Service Call for compressor for blower.	1,051.02	01/20/2021	Check Sequence: 70 301-304-5-360-00
	Check Total:	1,051.02		
Vendor: 4884 DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER TB-RK 003502 TB-RK 003509	Huels Oil Co DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL DECEMBER DIESEL FUEL FUEL FOR EQUIPMENT AT WRF MOBILITH SHC TUBE	367.63 367.64 49.12 209.00 1,207.20 791.06 38.38 1,097.86 338.08 79.20	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 71 201-203-5-420-00 301-303-5-420-00 009-016-5-420-00 111-111-5-420-00 101-104-5-420-00 001-017-5-420-00 001-014-5-420-00 401-401-5-420-00 301-304-5-420-00 301-304-5-450-00
	Check Total:	4,545.17		
Vendor: 1015 12-15-2020 S&A	Hug Delray N. Upholstery Repair tandem foam seat	94.45	01/20/2021	Check Sequence: 72 001-017-5-430-00
	Check Total:	94.45		
Vendor: 2542 2019-10-27 0006 2020-07-04 0003	HUMANA AMBULANCE REFUND - PT ID # 66262683 401 401 5 390 25 AMBULANCE REFUND - PT ID # H66262683	189.49 196.14	01/20/2021 01/20/2021	Check Sequence: 73 401-401-5-390-25 401-401-5-390-25
	Check Total:	385.63		

Vendor: 1039	IL Department Of Revenue			Check Sequence: 74
DECEMBER	DECEMBER SALES TAX	13.00	01/20/2021	009-009-5-390-00
DECEMBER	DECEMBER SALES TAX	105.00	01/20/2021	111-111-5-390-00
	ACH PAID: 01/15/2021	118.00		
Vendor: 1038	IL Dept Of Revenue			Check Sequence: 75
DECEMBER	DECEMBER UTILITY TAX	29,351.93	01/20/2021	101-101-5-710-00
	ACH PAID: 01/15/2021	29,351.93		
Vendor: 3633	ILLINOIS DEPT OF REVENUE			Check Sequence: 76
DEC RT-10	DECEMBER RT-10 TELECOMMUNICATIONS INFRASTRUCTURE MTN FEE RETURN	117.05	01/20/2021	111-111-5-390-00
DEC RT-2	DECEMBER RT-2 TELECOMMUNICATIONS TAX RETURN	3,074.35	01/20/2021	111-111-5-390-00
	ACH PAID:	3,191.40		
Vendor: 20635	Illinois Dept of Transportation			Check Sequence: 77
123582	BROADWAY STREETScape PHASE I	119,775.73	01/20/2021	050-050-5-540-10
	Check Total:	119,775.73		
Vendor: 3647	Illinois Firefighter's Association			Check Sequence: 78
2735	ANNUAL DUES- DEPARTMENT MEMBER	125.00	01/20/2021	001-014-5-390-00
	Check Total:	125.00		
Vendor: 321	Illinois LEAP			Check Sequence: 79
2021 IL LEAP	IL LEAP MEMBERSHIP DUES	50.00	01/20/2021	001-012-5-390-00
	Check Total:	50.00		
Vendor: 5364	ILLINOIS MUNICIPAL LEAGUE RMA			Check Sequence: 80
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	2,514.25	01/20/2021	001-014-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	77,785.55	01/20/2021	706-706-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	50.00	01/20/2021	001-013-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT- LIBRARY	1,115.00	01/20/2021	001-011-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	571.50	01/20/2021	401-401-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	1,121.00	01/20/2021	001-012-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	2,586.66	01/20/2021	001-011-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	1,216.75	01/20/2021	001-017-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	9,720.55	01/20/2021	301-301-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	1,814.41	01/20/2021	009-009-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	11,029.05	01/20/2021	201-201-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	12,364.55	01/20/2021	111-111-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	28,680.55	01/20/2021	101-101-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	56.75	01/20/2021	009-715-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	510.11	01/20/2021	009-503-5-350-00
INV01192021	2021 ANNUAL CONTRIBUTION-2ND INSTALLMENT PAYMENT	1,941.98	01/20/2021	009-016-5-350-00
	Check Total:	153,078.66		
Vendor: 1085	Illinois State Police			Check Sequence: 81
06489-MANS	COST CENTER 06489 FEAPP: DEBROAH MANS	28.25	01/20/2021	001-012-5-390-00
	Check Total:	28.25		
Vendor: 3634	ILLINOIS TELECOMMUNICATIONS ACCESS CORP.			Check Sequence: 82
DECEMBER2020&	LOCAL EXCHANGE CARRIER & INTERCONNECTED VOIP & WIRELESS PROVIDER	16.70	01/20/2021	111-111-5-390-00
	Check Total:	16.70		
Vendor: 3753	JANSEN CHEVROLET			Check Sequence: 83
8009041	Truck # 6, Safety Inspection	17.50	01/20/2021	301-303-5-360-00
8009041	Truck # 6, Safety Inspection	17.50	01/20/2021	201-203-5-360-00
8009041	TRUCK 36 INSPECTION	35.00	01/20/2021	101-104-5-360-10
8009089	Truck # 12, Safety Inspection	16.50	01/20/2021	201-203-5-360-00
8009089	Truck # 12, Safety Inspection	16.50	01/20/2021	301-303-5-360-00
8009103	Truck # 48, Safety Inspection	17.50	01/20/2021	201-203-5-360-00
8009103	Truck # 48, Safety Inspection	17.50	01/20/2021	301-303-5-360-00
	Check Total:	138.00		
Vendor: 4715	JEWELL PSYCHOLOGICAL SERVICES, LLC			Check Sequence: 84
1315	PSYCHOLOGICAL EVALS - PRE EMPLOYMENT (1)	450.00	01/20/2021	401-401-5-390-00
	Check Total:	450.00		
Vendor: 5304	JOHN DEERE FINANCIAL			Check Sequence: 85
11113-57860	HIGHLAND RURAL KING SUPPLIES	79.19	01/20/2021	301-303-5-450-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	401.17	01/20/2021	001-017-5-470-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	21.56	01/20/2021	301-303-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	80.46	01/20/2021	001-017-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	14.29	01/20/2021	001-012-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	8.99	01/20/2021	401-401-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	83.19	01/20/2021	101-101-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	79.16	01/20/2021	201-203-5-450-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	21.55	01/20/2021	201-203-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	332.98	01/20/2021	009-016-5-470-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	1.79	01/20/2021	201-202-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	0.99	01/20/2021	111-111-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	7.99	01/20/2021	101-104-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	129.64	01/20/2021	101-102-5-430-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	44.58	01/20/2021	101-104-5-470-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	1,599.48	01/20/2021	101-101-5-440-00

11113-57860	HIGHLAND RURAL KING SUPPLIES	30.10	01/20/2021	101-101-5-410-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	569.39	01/20/2021	009-016-5-360-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	277.81	01/20/2021	009-715-5-450-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	199.98	01/20/2021	009-715-5-360-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	24.99	01/20/2021	009-715-5-460-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	15.65	01/20/2021	201-202-5-450-00
11113-57860	HIGHLAND RURAL KING SUPPLIES	317.05	01/20/2021	009-016-5-450-00
	Check Total:	4,341.98		
Vendor: 1137	Journal Printing			Check Sequence: 86
63193 PWA	Backflow 2020 Survey: 4,903	1,015.70	01/20/2021	201-201-5-390-00
63194 PWA	Backflow 2020 Survey Postage for mailing 4,903	1,447.50	01/20/2021	201-201-5-390-00
	Check Total:	2,463.20		
Vendor: 1151	Kalmer Landscape Supply			Check Sequence: 87
2703	topsoil for cemetery	261.37	01/20/2021	009-715-5-430-00
	Check Total:	261.37		
Vendor: 1236	Langhauser Sheet Metal Co			Check Sequence: 88
110638	20 x 20 x 2 Pleated Filters	62.40	01/20/2021	301-304-5-450-00
	Check Total:	62.40		
Vendor: 5590	LINDOW CONTRACTING, INC			Check Sequence: 89
B-20-020160	80 N Harvest Crest-Single-Family Home Incentive-existing subdiv	4,000.00	01/20/2021	007-007-5-390-00
	Check Total:	4,000.00		
Vendor: 5406	LOGICAL CONCEPTS, INC.			Check Sequence: 90
75874	Lift Stations:Deal St, Walmart, Prairie Trails-1 yr. OmniBeacon	432.00	01/20/2021	301-304-5-470-00
	Check Total:	432.00		
Vendor: 4438	London Shoe Shop			Check Sequence: 91
DUSTIN GILOMEN	CARHART BIBS - DUSTIN GILOMEN	46.50	01/20/2021	201-203-5-440-00
DUSTIN GILOMEN	CARHART BIBS - DUSTIN GILOMEN	46.50	01/20/2021	301-303-5-440-00
	Check Total:	93.00		
Vendor: 24	Craig Loyet			Check Sequence: 92
RPLUMB-12200003	1510 LINDENTHAL AVE -ROUGH-IN PLUMBING INSPECTION	25.00	01/20/2021	001-013-5-390-82
	Check Total:	25.00		
Vendor: 5181	LOYET-ARCHITECTS			Check Sequence: 93
JOB #1820- R19	CITY OF HIGHLAND PUBLIC SAFETY FACILITY DESIGN	11,087.46	01/20/2021	012-012-5-505-00
	Check Total:	11,087.46		
Vendor: 2667	M5 MANAGEMENT GROUP			Check Sequence: 94
INV2020	2020 TAX INCENTIVE REIMBURSEMENT	3,089.96	01/20/2021	007-007-5-820-05
	Check Total:	3,089.96		
Vendor: 1524	Madison County Clerk			Check Sequence: 95
LLEJEUNE	NOTARY COMMISSION RECORDING FOR LISA LEJEUNE	10.00	01/20/2021	001-011-5-390-00
	Check Total:	10.00		
Vendor: 2941	MADISON COUNTY INFORMATION TECHNOLOGY			Check Sequence: 96
2020-10H	LEADS LEASE FROM MADISON CO.	24.28	01/20/2021	001-012-5-340-00
	Check Total:	24.28		
Vendor: 3059	MADISON COUNTY MAPS & PLATS GIS DIV			Check Sequence: 97
822	250 FT VARIANCE -MAIN ST PARCELS	19.25	01/20/2021	001-013-5-430-00
	Check Total:	19.25		
Vendor: 5184	MATRIX SYSTEMS GROUP, INC.			Check Sequence: 98
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- MVONHATTEN	417.74	01/20/2021	001-011-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- JGILLESPIE	139.24	01/20/2021	001-017-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- NJACKSON	139.24	01/20/2021	001-017-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- IT INVENTORY	417.74	01/20/2021	001-011-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- JGILLESPIE	139.25	01/20/2021	301-301-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- LHEDIGER	417.74	01/20/2021	001-011-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- JGILLESPIE	139.25	01/20/2021	201-201-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- NJACKSON	139.25	01/20/2021	301-301-5-391-00
200409780	ACROBAT PRO 2020 MULTIPLE PLATFORMS LICENSE USER- NJACKSON	139.25	01/20/2021	201-201-5-391-00
	Check Total:	2,088.70		
Vendor: 1328	Mazzio's Pizza			Check Sequence: 99
parents night o	pizzas for parents night out activity	30.00	01/20/2021	009-009-5-430-00
	Check Total:	30.00		
Vendor: 4069	Brian McClenahan			Check Sequence: 100
P096 BOOTS	BOOTS FOR P96	119.00	01/20/2021	001-012-5-440-00
	Check Total:	119.00		
Vendor: 2643	MEREDITH CORPORATION			Check Sequence: 101

HIGHLAND-44166	DECEMBER VIDEO CONTENT FEE	7,506.00	01/20/2021	111-111-5-390-52
	Check Total:	7,506.00		
Vendor: 3477 2020-09-22 0002	MERIDIAN AMBULANCE REFUND - PT ID # 135176386	7.84	01/20/2021	Check Sequence: 102 401-401-5-390-25
	Check Total:	7.84		
Vendor: 5269 974329	METROLINE INC. POLYCOM VVX 411 *GIGE* (2200-48450-025)	360.80	01/20/2021	Check Sequence: 103 111-111-5-530-00
	Check Total:	360.80		
Vendor: 4985 664	Mettler Development LLC EQUIP RENTAL (2), MOBILIZE EQUIP NEW PSB	4,800.00	01/20/2021	Check Sequence: 104 012-012-5-550-00
	Check Total:	4,800.00		
Vendor: 20785 4749 4749 4759 4769	Midwest Mulch & Compost mulch for glik park mulch for cemetery mulch for cemetery mulch for glik park	250.00 50.00 50.00 250.00	01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 105 009-016-5-430-00 009-715-5-430-00 009-715-5-430-00 009-016-5-430-00
	Check Total:	600.00		
Vendor: 1386 2024419 2025381	Midwest Municipal Supply Inc 6" SDR-26 GXS, 10x6" SDR-26 WYE 1 1/2" x 60" Type K Copper TU	197.74 648.00	01/20/2021 01/20/2021	Check Sequence: 106 301-303-5-430-00 201-203-5-430-00
	Check Total:	845.74		
Vendor: 2555 36757	Mike A Maedge Trucking Inc RR3 Falling Springs - Tic# 1662022	295.14	01/20/2021	Check Sequence: 107 001-017-5-430-00
	Check Total:	295.14		
Vendor: 2392 34554 34554 34554 34957 34957 34957	Missouri Network Alliance LLC VOICE CONTENT FEE VIDEO CONTENT FEE DATA CONTENT FEE DATA CONTENT FEE VIDEO CONTENT FEE VOICE CONTENT FEE	827.68 6,761.96 12,000.00 12,000.00 6,761.96 827.68	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 108 111-111-5-390-51 111-111-5-390-52 111-111-5-390-53 111-111-5-390-53 111-111-5-390-52 111-111-5-390-51
	Check Total:	39,179.28		
Vendor: 3761 189055 197566	MOMENTUM TELECOM, INC. VOICE CONTENT FEE ACCOUNT # 325794 VOICE CONTENT FEE ACCOUNT #325794	10,597.68 10,774.88	01/20/2021 01/20/2021	Check Sequence: 109 111-111-5-390-51 111-111-5-390-51
	Check Total:	21,372.56		
Vendor: 2929 IN1530980 IN1534485	MUNICIPAL EMERGENCY SERVICES, INC. EMS UNIFORM SUPPLIES EMS UNIFORM SUPPLIES	110.00 96.00	01/20/2021 01/20/2021	Check Sequence: 110 401-401-5-440-00 401-401-5-440-00
	Check Total:	206.00		
Vendor: 1199 015496	National Association of Parliamentarians 2021 NAP MEMBERSHIP DUES - LANA HEDIGER	104.00	01/20/2021	Check Sequence: 111 001-011-5-390-00
	Check Total:	104.00		
Vendor: 3112 fish pond	NETEMEYER ENGINEERING ASSOCIATES, INC. engineering fees for building of fish pond at krc	437.50	01/20/2021	Check Sequence: 112 009-016-5-230-00
	Check Total:	437.50		
Vendor: 5759 000180 000185	NEXT GENERATION MANAGEMENT SOLUTIONS COVID STERILIZATION SERVICE FOR HCS BUILDING COVID STERILIZATION SERVICE FOR ALL CITY HALL AREAS	275.00 800.00	01/20/2021 01/20/2021	Check Sequence: 113 111-111-5-380-00 001-011-5-380-00
	Check Total:	1,075.00		
Vendor: 1512 7608-212188 7608-212721 7608-212721 7608-212865	Northtown Auto & Tractor FUS 0MEG250.X MEGA 32V 250A 1 PC Oil changes - maintenance supplies for various vehicles, Oil changes - maintenance supplies for various vehicles, cemetery equipment maint splys	8.99 449.94 449.93 27.98	01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 114 401-401-5-460-00 201-203-5-460-00 301-303-5-460-00 009-715-5-460-00
	Check Total:	936.84		
Vendor: 3903 0985-190850 0985-191662	O'Reilly Automotive Inc. park maint truck lights TRUCK # 59- SEMI PAD, 40 OZ BRAKE QUIET, QTY 12-14OZ BRAKE CLN	57.30 61.61	01/20/2021 01/20/2021	Check Sequence: 115 009-016-5-450-00 101-104-5-460-00
	Check Total:	118.91		
Vendor: 4146 I9446821 I9447080 I9448049	PDC Laboratories Inc Highland WQ - Lead, Copper Rule Pkg, Login DW Preservation Highland WQ - water testing Highland WQ-Alkalinity, Calcium,PH, Turbidity,PH, Orthophosphate	25.75 915.20 915.20	01/20/2021 01/20/2021 01/20/2021	Check Sequence: 116 201-202-5-390-23 201-202-5-390-23 201-202-5-390-23
	Check Total:	1,856.15		

Vendor: 2677 9360	PERSONAL PREFERENCE SERVICES MONTHLY CLEANING SERVICE	69.00	01/20/2021	Check Sequence: 117 111-111-5-380-00
	Check Total:	69.00		
Vendor: 366 1506793	Polydyne, Inc. CE-1457 Polymer	6,522.80	01/20/2021	Check Sequence: 118 301-304-5-490-00
	Check Total:	6,522.80		
Vendor: 1773 56532307	Power Line Supply W-1525R Zap Shield Distribution 10" red	672.00	01/20/2021	Check Sequence: 119 101-104-5-430-00
	Check Total:	672.00		
Vendor: 3377 20201169	Quality Testing & Eng Inc CONCRETE SAMPLING NEW PSB	9,188.65	01/20/2021	Check Sequence: 120 012-012-5-550-00
	Check Total:	9,188.65		
Vendor: 1527 2075374-IN 2077723-IN	Ray O'Herron Co Inc ARMOR SKIN SHIRTS & STREET SHIRT -ZOBRIST UNIFORM SHIRT AND PANTS FEENY	172.64 193.78	01/20/2021 01/20/2021	Check Sequence: 121 001-012-5-440-00 001-012-5-440-00
	Check Total:	366.42		
Vendor: 969 849768 849827 849906 849984 850176 850177	Red E Mix LLC 88PCCEP20 7.8 bag PP-2, Winter Serv.,Tick# 60129895 4000PSI O/S Flatwork, Winter Serv.,Tick# 60236672 88PCCEV12 SI/PV No Ash, Winter Serv.,Tick# 60129962 88PCCEV12 SI/PV No Ash, Winter Serv.,Tick# 60129990 stone repair at cemetery 3000 PSI footing/Wall, Winter Serv.,Tick# 60130041	505.50 495.00 506.38 433.13 508.00 572.50	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 122 001-017-5-540-00 001-017-5-540-00 001-017-5-540-00 001-017-5-540-00 009-715-5-450-00 001-017-5-550-50
	Check Total:	3,020.51		
Vendor: 1238 2119879 2119895	Reding Tire & Battery Inc TIRE PATCH FOR TRUCK 52 CAR 5 OIL, LUBE AND FILTER	20.00 29.45	01/20/2021 01/20/2021	Check Sequence: 123 101-104-5-360-10 001-012-5-360-10
	Check Total:	49.45		
Vendor: 5791 109918	RELIAFUND HCS ACH PROCESSING FEES ACH PAID:	153.50 153.50	01/20/2021	Check Sequence: 124 111-111-5-390-00
Vendor: 973 1192 1212	Rotary Club of Highland ROTARY DUES .C. CONRAD MEMBERSHIP DUES/ MEALS (APRIL 2020-DECEMBER 2020- D SLOVER	105.00 205.00	01/20/2021 01/20/2021	Check Sequence: 125 001-012-5-390-00 001-011-5-390-00
	Check Total:	310.00		
Vendor: 5808 3	S.M. WILSON & CO PUBLIC SAFETY BUILDING CONST. PAY APP 3	520,089.65	01/20/2021	Check Sequence: 126 012-012-5-550-00
	Check Total:	520,089.65		
Vendor: 1860 2020 204875 204875	Scheffel Boyle 2020 TAX INCENTIVE SRVCS IN CONNECTION W/ SPECIAL STUDY RELATING TO ANNUAL TIF REPO SRVCS IN CONNECTION W/ SPECIAL STUDY RELATING TO ANNUAL TIF REPO	7,004.69 785.00 785.00	01/20/2021 01/20/2021 01/20/2021	Check Sequence: 127 010-010-5-820-00 010-010-5-390-00 006-006-5-390-00
	Check Total:	8,574.69		
Vendor: 5355 34116	SCHMITT'S TROY GARAGE DOOR, INC. service call cemetery garage door	125.00	01/20/2021	Check Sequence: 128 009-715-5-390-00
	Check Total:	125.00		
Vendor: 1884 S1165613.002 S1165715.002 S1167124.001 S1167742.001 S1167743.001 S1167790.001 S1167795.002 S1167797.001	Schulte Supply Inc 3 1/2' Arch Pattem Curb Box with 1 1/4" Upper Section 3 1/2' Arch Pattem Curb Box with 1 1/4" Upper Section Innerlymk Seal 1" Coppersetter, Ball Valve Inlet, Dual Check Valve,18"h 1"CTSPJ 21"x36" Meter Box, 21 V & T C3 Nonrecessed frame only,Cover only Couplings, Bushings 3/4" x 60" Type K soft copper roll 3/4" x 100" Type K soft copper roll	821.28 821.28 44.70 908.84 715.08 359.71 391.20 652.00	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 129 201-203-5-430-00 201-203-5-430-00 201-202-5-450-00 201-203-5-430-00 201-203-5-430-00 201-203-5-430-00 201-203-5-430-00 201-203-5-430-00
	Check Total:	4,714.09		
Vendor: 1736 27560	Showtime Networks Inc DECEMBER VIDEO CONTENT FEE	151.47	01/20/2021	Check Sequence: 130 111-111-5-390-52
	Check Total:	151.47		
Vendor: 5732 DECEMBER	SINCLAIR TELEVISION GROUP, INC. DECEMBER 2020 SUBSCRIBER COUNTS	4,457.88	01/20/2021	Check Sequence: 131 111-111-5-390-52
	Check Total:	4,457.88		
Vendor: 1587 RPLUMB-12200003	Timothy Singler 1510 LINDENTHAL AVE - ROUGH-IN PLUMBING INSPECTION	25.00	01/20/2021	Check Sequence: 132 001-013-5-390-82

	Check Total:		25.00		
Vendor: 1677 27559	SNI / SI Networks LLC Inc DECEMBER VIDEO CONTENT FEE		139.13	01/20/2021	Check Sequence: 133 111-111-5-390-52
	Check Total:		139.13		
Vendor: 3408 49	Splash Auto Bath LLC POLICE DEPT CAR WASHES FOR DECEMBER		134.00	01/20/2021	Check Sequence: 134 001-012-5-360-10
	Check Total:		134.00		
Vendor: 5731 INV-005126 INV-005126 INV-005126 INV-005126	SPRINGBROOK HOLDING COMPANY LLC DECEMBER CIVIC PAY TRANSACTION FEES DECEMBER CIVIC PAY TRANSACTION FEES DECEMBER CIVIC PAY TRANSACTION FEES DECEMBER CIVIC PAY TRANSACTION FEES		469.60 1,174.00 234.80 469.60	01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 135 201-201-5-390-00 101-101-5-390-00 713-713-5-390-00 301-301-5-390-00
	Check Total:		2,348.00		
Vendor: 5151 2728762 2728762 2738677 2742297 L306746054	SUMNER ONE, INC. COLOR OVERAGE COLOR OVERAGE COPIER LEASE/USAGE-HCS maint. agreement for WCC copier per agreement LEASE / RENTAL		68.52 17.13 44.18 48.00 172.24	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 136 001-013-5-340-00 101-101-5-340-00 111-111-5-340-00 009-016-5-390-00 111-111-5-340-00
	Check Total:		350.07		
Vendor: 1028 2020 2020 BLDG	Sunset Commercial Properties LLC TIF #2 INCENTIVE 2020 INCREMENTAL TAX INCENTIVE FOR BUILDING		161.22 6,326.36	01/20/2021 01/20/2021	Check Sequence: 137 010-010-5-820-00 007-007-5-820-00
	Check Total:		6,487.58		
Vendor: 47 N000060273	Tech Electronics Inc preventative maint. agreement of fire alarm for krc		398.20	01/20/2021	Check Sequence: 138 009-009-5-390-00
	Check Total:		398.20		
Vendor: 2789 368499	TEGNA DECEMBER VIDEO CONTENT FEE		4,726.00	01/20/2021	Check Sequence: 139 111-111-5-390-52
	Check Total:		4,726.00		
Vendor: 2028 252570 252623 252624 252675 252676 252677 252707 252761 252785 252932	Teklab Inc Coliform, Total Membrane Filter Testing Annual Cross Check testing - Aramark Annual Metal Finishing testing - Highland Machine WRF Semi Annual Sampling for HWRf Influent Annual Cross Check testing - for Clean Annual Metal Finishing testing - Cooper B Line WRF Annual Sampling for HWRf Effluent Annual Metal Finishing testing - Cross Check - Basler Sludge - HWRf Final Sludge Sludge - HWRf Final Sludge		193.70 217.85 352.00 970.00 224.85 352.00 1,250.50 255.10 887.66 103.35	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 140 201-203-5-390-23 301-305-5-390-23 301-305-5-390-23 301-304-5-390-23 301-305-5-390-23 301-305-5-390-23 301-304-5-390-23 301-305-5-390-23 301-304-5-390-23 301-304-5-390-23
	Check Total:		4,807.01		
Vendor: 111111 44268 44268 44269 44269 44292 44293	The Kwik Konnection Printing Inc LEGAL- COMBINED PLANNING & ZONING- MIKE TEBBE REZONING LEGAL- MATTER OF THE ESTATE OF BARBARA UNSER 12/30/2020- IMPORTANT INFO- LEAD IN WATER 12/23/2020 - 4 COL X 5.5" AD W/ COLOR (MERRY CHRISTMAS) 12/16/2020 - 3 COL X 4" AD W/ COLOR (MERRY CHRISTMAS) gift cert. advertising for krc		90.00 405.00 270.00 220.00 120.00 100.00	01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021 01/20/2021	Check Sequence: 141 001-013-5-390-00 001-013-5-390-00 201-201-5-390-00 001-011-5-390-00 111-111-5-390-33 009-009-5-390-33
	Check Total:		1,205.00		
Vendor: 20368 126517	The Mail Box Store SHIPPING CHARGES- PLANS TO FSCI		66.58	01/20/2021	Check Sequence: 142 001-012-5-390-00
	Check Total:		66.58		
Vendor: 2317 175025-202012-1	TRANSUNION RISK AND ALTERNATIVE TLO BACKGROUND CHECKS FOR INVESTIGATIONS		100.00	01/20/2021	Check Sequence: 143 001-012-5-390-00
	Check Total:		100.00		
Vendor: 4839 2337562 2352195	Transworld Systems Inc NOVEMBER COLLECTION AGENCY DUES DECEMBER COLLECTION AGENCY DUES		417.74 424.92	01/20/2021 01/20/2021	Check Sequence: 144 101-101-5-390-24 101-101-5-390-24
	Check Total:		842.66		
Vendor: 2089 5135411 6200979/1	Tri Ford Inc CIRCUIT BREAKER Truck #62 - Oil change, Filter, Fuel Filters frame mount, Labor		7.76 219.77	01/20/2021 01/20/2021	Check Sequence: 145 101-104-5-460-00 001-017-5-360-10
	Check Total:		227.53		
Vendor: 5714 1373	TRIKEN CONSULTING, INC. PRE-EMPLOYMENT POLYGRAPH - MATHEW SITTON		175.00	01/20/2021	Check Sequence: 146 401-401-5-390-00
	Check Total:		175.00		

